

**SUMMONS
(CITACION JUDICIAL)**

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

**NOTICE TO DEFENDANT: SOUTHERN CALIFORNIA EDISON
(AVISO AL DEMANDADO): COMPANY, a California
corporation; EDISON INTERNATIONAL; and DOES 1-100,
inclusive,**

RECEIVED-VENTURA
SUPERIOR COURT
2018 MAR 14 PM 2:50

**YOU ARE BEING SUED BY PLAINTIFF: AUBREY SLOAN, individually
(LO ESTÁ DEMANDANDO EL DEMANDANTE): and as Trustee of the
A.E. SLOAN SEPARATE PROPERTY TRUST; KIM SLOAN; and SLOAN
RANCH**

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court, County of Ventura
800 South Victoria Avenue

CASE NUMBER:
(Número del Caso):

Ventura, CA 93009-0001

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Rahul Ravipudi (310) 477-1700 310-477-1699

PANISH SHEA & BOYLE, LLP
11111 Santa Monica Boulevard, Suite 700
Los Angeles, California 90025 (CONTINUED ON ATTACHMENT)

DATE: _____ Clerk, by _____, Deputy
(Fecha) (Secretario) (Adjunto)

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

NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
- CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
- other (specify):

4. by personal delivery on (date):

(SEAL)

COPY

PETITIONER/PLAINTIFF: BONNIE ATMORE, et al.
RESPONDENT/DEFENDANT: SOUTHERN CALIFORNIA EDISON, etc., et al.

CASE NUMBER:

ATTORNEYS FOR PLAINTIFFS:

COTCHETT, PITRE & MCCARTHY, LLP
FRANK M. PITRE, State Bar No. 100077
840 Malcolm Road, Suite 200
Burlingame, California 94010
Telephone: 650.697.6000
Facsimile: 650.697.0577

WALKUP, MELODIA, KELLY & SCHOENBERGER
MICHAEL A. KELLY, State Bar No. 71460
KHALDOUN A. BAGHDADI, State Bar No. 190111
650 California Street, 26th Floor
San Francisco, California 94108
Telephone: 415.981.7210
Facsimile: 415.391.6965

GALLAGHER & KENNEDY
ROBERT W. BOATMAN, State Bar No. 119540
2575 E. Camelback Road
Phoenix, AZ 85016
Telephone: 602.530.8340
Facsimile: 602.530.8500

Attorneys for Plaintiffs

FOR COURT USE ONLY

RECEIVED-VENTURA SUPERIOR COURT 2018 MAR 14 PM 2:50

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Rahul Ravipudi PANISH SHEA & BOYLE, LLP 11111 Santa Monica Boulevard, Suite 700

Los Angeles, California 90025 TELEPHONE NO.: (310) 477-1700 FAX NO.: 310-477-1699

ATTORNEY FOR (Name): Bonnie Atmore, etc, Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Ventura STREET ADDRESS: 800 South Victoria Avenue MAILING ADDRESS: CITY AND ZIP CODE: Ventura, CA 93009-0001 BRANCH NAME:

CASE NAME: SLOAN v. EDISON

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT:

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

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

Auto Tort

Auto (22) Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful termination (36) Other employment (15)

Contract

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

Real Property

Eminent domain/Inverse condemnation (14) Wrongful eviction (33) Other real property (26)

Unlawful Detainer

Commercial (31) Residential (32) Drugs (38)

Judicial Review

Asset forfeiture (05) Petition re: arbitration award (11) Writ of mandate (02) Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03) Construction defect (10) Mass tort (40) Securities litigation (28) Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27) Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21) Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties d. Large number of witnesses b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 8. Negligence, Inverse Condemnation, Public Nuisance, Private Nuisance

5. This case is is not a class action suit. Premises Liability, Trespass, Private Right of Action &

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.) Violation of

Date: 3/14/18

Rahul Ravipudi

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

COPY

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

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

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)

Fraud (16)

- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

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

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

1 **PANISH SHEA & BOYLE LLP**
BRIAN PANISH, State Bar No. 116060
2 RAHUL RAVIPUDI, State Bar No. 204519
LYSSA A. ROBERTS, State Bar No. 235049
3 11111 Santa Monica Boulevard, Suite 700
Los Angeles, California 90025
4 Telephone: 310.477.1700
Facsimile: 310.477.1699

5 **COTCHETT, PITRE & McCARTHY, LLP**
FRANK M. PITRE, State Bar No. 100077
6 840 Malcolm Road, Suite 200
Burlingame, California 94010
7 Telephone: 650.697.6000
Facsimile: 650.697.0577

8 **WALKUP, MELODIA, KELLY & SCHOENBERGER**
MICHAEL A. KELLY, State Bar No. 71460
9 KHALDOUN A. BAGHDADI, State Bar No. 190111
650 California Street, 26th Floor
10 San Francisco, California 94108
Telephone: 415.981.7210
11 Facsimile: 415.391.6965

12 **GALLAGHER & KENNEDY**
ROBERT W. BOATMAN, State Bar No. 119540
13 2575 E. Camelback Road
Phoenix, AZ 85016
14 Telephone: 602.530.8340
Facsimile: 602.530.8500

15 Attorneys for Plaintiffs

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF VENTURA**

19 AUBREY SLOAN, individually and as
Trustee of the A.E. SLOAN SEPARATE
20 PROPERTY TRUST; KIM SLOAN; and
SLOAN RANCH,

21 Plaintiffs,

22 v.

23 SOUTHERN CALIFORNIA EDISON
24 COMPANY, a California corporation;
EDISON INTERNATIONAL; and DOES 1-
25 100, inclusive,

26 Defendant.

Case No.

COMPLAINT FOR DAMAGES

- 1. Negligence
- 2. Inverse Condemnation
- 3. Public Nuisance
- 4. Private Nuisance
- 5. Premises Liability
- 6. Trespass
- 7. Private Right of Action Pursuant to
Public Utilities Code §2106
- 8. Violation of *Health & Safety Code §13007*

DEMAND FOR JURY TRIAL

RECEIVED-VENTURA
SUPERIOR COURT
2018 MAR 14 PM 2:50

COPY

1 COME NOW, the Plaintiffs AUBREY SLOAN, individually and as Trustee of the A.E.
2 SLOAN SEPARATE PROPERTY TRUST; KIM SLOAN; and SLOAN RANCH who complain
3 against Defendants SOUTHERN CALIFORNIA EDISON COMPANY, EDISON
4 INTERNATIONAL and DOES 1-100 (collectively “DEFENDANTS”) and allege as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This case arises from SOUTHERN CALIFORNIA EDISON COMPANY’S (“SCE”)
8 longstanding corporate culture of decision-making that places profits over public safety. SCE’s
9 disregard for safety regulations and risk management practices, along with their systematic failure to
10 implement and abide by effective maintenance and inspection practices for their facilities and
11 equipment, lies at the root of the various factors that caused and/or contributed to causing the largest
12 wildfire in modern California history (the “Thomas Fire”). The Thomas Fire ravaged Ventura and
13 Santa Barbara counties in December 2017 and January 2018, leaving massive devastation in its wake,
14 destroying the homes, businesses and personal property of the Plaintiffs and endangering their lives
15 and livelihoods.

16 2. On December 4, 2017, at approximately 6:25 p.m., the Thomas Fire started north of
17 Santa Paula, California, near Steckel Park and south of Thomas Aquinas College. Plaintiffs are
18 informed and believe that the fire started when power lines, transformers, conductors, poles,
19 insulators, reclosers and/or other electrical equipment constructed, owned, operated, managed and/or
20 maintained by SCE fell down, broke, failed, sparked, exploded and/or came into contact with
21 vegetation, all because of SCE’s disregard for mandated safety practices and the foreseeable risks
22 associated with its infrastructure.

23 3. Approximately 30 minutes after the Thomas Fire started, a second blaze was ignited
24 about four miles to the north in Upper Ojai at the top of Koenigstein Road. Plaintiffs are informed
25 and believe that this second fire was ignited when power lines and/or other electrical equipment that
26 were constructed, owned, operated, managed and/or maintained by SCE fell, broke, failed, sparked,
27 exploded and/or otherwise came into contact with surrounding vegetation. This second fire expanded
28 rapidly due to the strong Santa Ana winds and merged into the Thomas Fire later that night.

1 4. In the days and weeks that followed, the fire spread at an alarming rate due to strong
2 Santa Ana winds and dry vegetation created by years of drought conditions in Southern California. At
3 its height, the wildfire was powerful enough to generate its own weather, qualifying it as a firestorm.
4 There were periods of time when the fire was advancing at a rate of one acre per second. It burned
5 over 281,000 acres, destroying at least 1,063 structures and damaging 280 others. It caused
6 widespread power outages and road and school closures, and forced thousands of residents to be
7 evacuated and local businesses to be shut down.



8
9
10
11
12
13
14
15
16
17
18
19
20 *Flames explode on a chaparral hillside along Highway 33 north of Ojai¹*

21 5. The Thomas Fire was the inevitable byproduct of SCE’s willful and conscious
22 disregard of public safety. SCE, although mandated to do so, failed to identify, inspect, manage and/or
23 control vegetation growth near its power lines and/or other electrical equipment. This created a
24 foreseeable danger of trees and/or other vegetation coming into contact with SCE’s power lines and/or
25 other electrical equipment and causing electrical problems, including ignition of fires. Further, SCE
26 _____

27 ¹ Noozhawk, Tom Bolton, No End in Sight as Firefighters Battle 132,000-Acre Thomas Fire on Several Fronts (Dec.
28 https://www.noozhawk.com/article/firefighters_battling_96000_acre_thomas_fire_on_several_fronts

1 failed to construct, manage, track, monitor, maintain, operate, replace, repair, and/or improve its
2 power lines, poles, transformers, conductors, insulators, reclosers and/or other electrical equipment in
3 a safe manner, despite being aware that its infrastructure was aging, unsafe, likely to cause fires and/or
4 vulnerable to environmental conditions.

5 6. SCE knew about the significant risk of wildfires and other disasters from its ineffective
6 vegetation management programs, unsafe equipment and/or aging infrastructure for years before the
7 Thomas Fire began and has been repeatedly fined, cited and/or otherwise held responsible for causing
8 wildfires, explosions and other disasters by failing to mitigate these known risks.

9 7. Further, SCE knew of the longstanding drought conditions in California and the
10 significantly elevated risk of ignition and rapid spread of powerline fires in Ventura County due to
11 strong Santa Ana winds and abundant dry vegetation. SCE had the ability to temporarily de-energize
12 its electrical facilities in times of elevated fire risk in order to protect the safety of the communities it
13 serviced. Plaintiffs are informed and believe that SCE turned a blind eye to the “Red Flag Warning”
14 issued by the National Weather Service on December 4, 2017 which stated, “This will likely be the
15 strongest and longest duration Santa Ana wind event we have seen so far this season. If fire ignition
16 occurs, there will be the potential for very rapid spread... and extreme fire behavior.”

17 8. Despite such warning and SCE’s knowledge of the elevated risk of ignition and rapid
18 spread of a fire related to electrical facilities, SCE elected not to de-energize its facilities to minimize
19 the risk of fire and promote public safety.

20 9. SCE had a duty to maintain its electrical infrastructure properly and to ensure
21 surrounding trees and vegetation were trimmed and kept at a safe distance. SCE violated that duty by
22 knowingly operating aging, overloaded and/or improperly maintained infrastructure. In fact, SCE’s
23 failures had caused fires before, and SCE had been sanctioned numerous times for these violations
24 before the Thomas Fire began. Nevertheless, SCE knowingly and habitually underestimated the
25 potential risk, including fire risk, its system posed.

26 10. Wildfires, explosions, and other devastating events have resulted from SCE’s
27 protracted history of choosing to divert funds from public safety, vegetation management,
28 infrastructure maintenance programs and/or other early detection fire safety methods and equipment,

1 such as “FlameSniffers,” to instead line its own corporate pockets.

2 **II.**

3 **JURISDICTION AND VENUE**

4 11. This Court has subject matter jurisdiction over this matter pursuant to California Code
5 of Civil Procedure § 395(a) because at all relevant times, Defendants resided in, were incorporated in,
6 or did significant business in the State of California so as to render the exercise of jurisdiction over
7 Defendants by California courts consistent with traditional notions of fair play and substantial justice.
8 The amount in controversy exceeds the jurisdictional minimum of this court.

9 12. Venue is proper in this county pursuant to California Code of Civil Procedure § 392
10 because at all relevant times, the real property that is the subject of this action is situated in Ventura
11 County.

12 **III.**

13 **THE PLAINTIFFS**

14 13. AUBREY “BUD” SLOAN and KIM SLOAN are husband and wife. They reside
15 together at 7945 Aliso Canyon Road, Santa Paula, California (the “PROPERTY”).



28 *Bud and Kim Sloan at Sloan Ranch*

1 14. BUD SLOAN learned his love of the land from his late father, A.E. Sloan, Sr., who
2 owned and operated cattle ranches in Laytonville, Piru and Santa Paula, California. Born in Fillmore
3 in 1949, BUD SLOAN has followed in his father’s footsteps to become a dedicated steward of the
4 hills, valleys and open spaces that surround Ventura County, as well as a proponent of sustainable
5 ranching practices.

6 15. After graduating from Fillmore High School in 1967, BUD SLOAN enlisted in the
7 Army where he served as a crewman on a helicopter and a missile systems tech. He was discharged in
8 1970 and enrolled in Ventura College. Two years later, he transferred to Cal Poly San Luis Obispo,
9 where he studied animal science and completed his pre-veterinarian studies. BUD SLOAN attended
10 U.C. Davis from 1974-1978 where he earned his Doctor of Veterinary Medicine. He then returned to
11 Ventura County and worked in private practice as a veterinarian until 1990 when he retired and
12 became a fulltime cattle rancher on the Santa Paula land handed down from his father. He has passed
13 on the ranching tradition to his own children and grandchildren, along with his holistic respect for
14 nature and commitment to the preservation and protection of his Ventura County heritage.

15 16. KIM SLOAN was born in Oxnard, California in 1955. She graduated from Rio Mesa
16 High School in 1993. After earning a psychology technician license, KIM SLOAN worked at a
17 variety of mental health facilities. She has been part of the crisis team for the in-patient psychiatric
18 hospital in Ventura for 25 years. But, while KIM SLOAN’S occupation was in the healthcare field,
19 her lifelong passion has been horse and cattle.

20 17. The PROPERTY has been in BUD SLOAN’S family since 1974. It is comprised of
21 4,350 acres in 12 contiguous parcels, which start at the terminus of Aliso Canyon Road and continue
22 back to Sulphur Mountain Road and west toward Ventura.

23 18. The PROPERTY is owned by the A.E. SLOAN SEPARATE PROPERTY TRUST
24 (“TRUST”). BUD SLOAN is the Trustee of the TRUST.

25 19. SLOAN RANCH is a California company owned and operated by BUD SLOAN and
26 KIM SLOAN on the PROPERTY. SLOAN RANCH is a cow-calf operation that typically supports
27 300 head of cattle that are bred and raised for beef. At the time of the fire, there were 400 animals,
28 including bulls, cows and calves, residing on the PROPERTY and living off the land. Additionally,

1 the vast PROPERTY was home to wild turkeys, hawks, quail, and deer among other wildlife.



View of Sloan Ranch before the Thomas Fire

17 20. At the time of the Thomas Fire, the cattle at SLOAN RANCH were almost entirely
18 sustained through grazing on the native grass growing in abundance on the PROPERTY. BUD
19 SLOAN and KIM SLOAN had worked for several years with the goal of eliminating the need to
20 supplement their herd's food supply with purchased feed, reducing their overhead, and enabling an
21 expansion of their herd. Unfortunately, the Thomas Fire would crush Plaintiffs' future plans in the
22 course of a single night as it ravaged the Ventura hillsides.

23 21. On or about the evening of December 4, 2017, BUD SLOAN received a text message
24 from a friend warning him of a fire burning in Santa Paula. BUD SLOAN took his four wheeler
25 "mule" up to the highest ridge on the PROPERTY where he could see over the mountains to the east.
26 He could see the fire burning near Thomas Aquinas College north of Santa Paula. The wind was
27 blowing hard and to the south, but then it suddenly turned from south to west, and began heading
28 straight towards the PROPERTY.

1 22. Down below at the house, KIM SLOAN was preparing the horse trailer in case they
2 needed to move their animals to safety.

3 23. It did not take BUD SLOAN long to get back to the house, but in that time, the fire had
4 already leapt into Wheeler Canyon and was rapidly closing in on the house. BUD SLOAN and KIM
5 SLOAN finished hooking up the trailer and drove it down to the where their horses were corralled.
6 They were only able to get three of their six horses into the trailer before the fire was upon them. It
7 had decimated Wheeler Canyon and was quickly engulfing Aliso Canyon Road.

8 24. Giant, fiery embers the size of golf balls were flying through air like horizontal rain,
9 striking the house, the Plaintiffs, and igniting the trees and brush on fire.

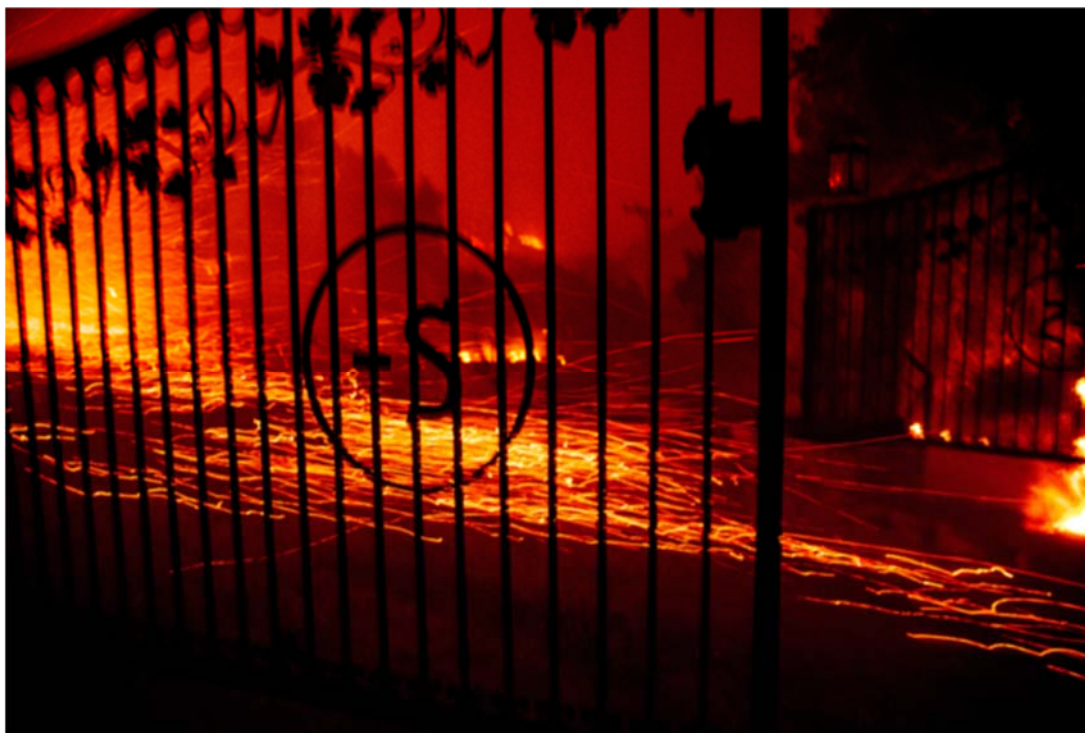


10
11
12
13
14
15
16
17
18
19
20
21
Sparks and embers from the Thomas Fire ignite the area in front of the Sloan's home

22 25. BUD SLOAN and KIM SLOAN moved their horse trailer to an open area clear of
23 brush and then returned to the house to attempt to save it from the fire. The Plaintiffs used garden
24 hoses and two large gravity-fed water tanks to fight off the fire, but large embers continued to blow
25 through the air, repeatedly igniting their home and requiring swift acting to put it out. Additionally,
26 burning trees all around them were susceptible of falling at any moment onto the house.

27 26. The Plaintiffs lost all power within an hour of the fire reaching the PROPERTY. A 60-
28 100 foot wall of fire was a terrifying sight as it approached, making its own wind and creating fire

1 tornados. The sound of the fire hissing and blazing was deafening, and giant oak trees were exploding
2 all around them. BUD SLOAN’S shirt caught fire several times and KIM SLOAN constantly turned
3 the hose onto herself to stay wet and protect herself against the sparks flying through the air. All of
4 this was made more frightening by the fact that the couple was separated for most of the night,
5 fighting the fire at different locations on the PROPERTY and not knowing whether the other was dead
6 or alive. Fearing that they would be overtaken by the fire, KIM SLOAN removed the cover from their
7 pool so that it was accessible if they needed to take refuge.



Sparks flying through the air at Sloan Ranch

20 27. Later, BUD SLOAN and his step-son, GRANT HUTCHESON, began using chain
21 saws and axes to cut down the burning trees and clear them before they could fall and strike the house.
22 They worked through the night. The next morning, they took bulldozers to fight a fire that had
23 traveled north around the property. Ignoring exhaustion, they fought the fire all day on December 5th.
24 It would be three full days before any fire rescue personnel made their way to the PROPERTY.

25 28. The Thomas Fire destroyed every blade of grass on the PROPERTY. It destroyed
26 hundreds and hundreds of oak trees. It destroyed tens of thousands of feet of fencing. It destroyed a
27 gazebo built above the ranch with a view of the ocean in an area known as “Kim’s Camp” where BUD
28

1 SLOAN and KIM SLOAN were married. KIM SLOAN frequently donated dinners at Kim's Camp to
2 raise money for charities. The gazebo and the beauty of the site are now lost.



16 *View of devastation to Sloan Ranch after Thomas Fire*



28 *Burned oak trees on Sloan Ranch after the Thomas Fire*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Burned wildlife on Sloan Ranch after Thomas Fire



Charred hillsides and trees on Sloan Ranch after Thomas Fire

1 and, more particularly, to Plaintiffs’ residence, business, and property through a network of electrical
2 transmission and distribution lines.

3 33. SCE, based in Los Angeles County, is one of the nation’s largest electric utilities,
4 serving a 50,000 square-mile area within Central, Coastal and Southern California. It is wholly-owned
5 by EDISON, which has a market cap over \$20.5 billion. SCE’s assets total approximately \$53 billion.

6 34. EDISON is a publicly traded company that owns and/or manages an “Electric Plant” as
7 defined in Section 217 of the Public Utilities Code, and, like its subsidiary SCE, is both an “Electric
8 Corporation” and a “Public Utility” pursuant to, respectively, Sections 218(a) and 216(a) of the Public
9 Utilities Code. It develops and operates energy infrastructure assets related to the production and
10 distribution of energy such as power plants, electric lines, natural gas pipelines and liquefied naturel
11 gas receipt terminals. EDISON’S total assets are approximately \$53 billion.

12 35. The SCE DEFENDANTS have at least \$1 billion in wildfire insurance.

13 36. At all relevant times, the SCE DEFENDANTS were suppliers of electricity to members
14 of the public. As part of supplying electricity to members of the public, SCE installed, constructed
15 built, maintained, and/or operated overhead power lines, together with supporting poles and
16 appurtenances, for the purpose of conducting electricity for delivery to members of the general public.
17 Furthermore, Plaintiffs are informed and believe that SCE is responsible for maintaining vegetation
18 near, around and in proximity to their electrical equipment in compliance with State and Federal
19 Regulations, specifically including, but not limited to, Public Resource Code §§ 4292 and 4293,
20 California Public Utilities Commission (“CPUC”) General Order Nos. 95 and 165.

21 37. Plaintiffs are informed and believe and thereon allege that the SCE DEFENDANTS are
22 jointly and severally liable for each other’s negligence, misconduct and wrongdoing, as alleged herein,
23 in that:

- 24 (a) The SCE DEFENDANTS operate as a single business enterprise operating out of
25 the same building located at 2244 Walnut Grove Ave., Rosemead, California for
26 the purpose of effectuating and carrying out SCE’s business and operations
27 and/or for the benefit of EDISON;
- 28 (b) The SCE DEFENDANTS do not operate as completely separate entities, but

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- rather, integrate their resources to achieve a common business purpose;
- (c) SCE is so organized and controlled, and its decisions, affairs and business so conducted as to make it a mere instrumentality, agent, conduit or adjunct of EDISON;
 - (d) SCE’s income results from function integration, centralization of management, and economies of scale with EDISON;
 - (e) The SCE DEFENDANTS’ officers and management are intertwined and do not act completely independent of one another;
 - (f) The SCE DEFENDANTS’ officers and managers act in the interest of SCE as a single enterprise;
 - (g) EDISON has control and authority to choose and appoint SCE’s board members as well as its other top officers and managers;
 - (h) Despite the fact that they are both Electric Companies and Public Utilities, the SCE DEFENDANTS do not compete with one another, but have been structured and organized and their business effectuated so as to create a synergistic, integrated, single enterprise where various components operate in concert with one another;
 - (i) EDISON maintains unified administrative control over SCE;
 - (j) The SCE DEFENDANTS are insured by the same carriers and provide uniform or similar pension, health, life, and disability insurance plans for employees;
 - (k) The SCE DEFENDANTS have unified 401(k) plans, pension and investment plans, bonus programs, vacation policies, and paid time off from work schedules and policies;
 - (l) The SCE DEFENDANTS invest funds from their programs and plans by a consolidated and/or coordinated Benefits Committee controlled by SCE and administered by common trustees and administrators;
 - (m) The SCE DEFENDANTS have unified personnel policies and practices and/or a consolidated personnel organization or structure;

- 1 (n) The SCE DEFENDANTS have unified accounting policies and practices dictated
- 2 by EDISON and/or common or integrated accounting organizations or personnel;
- 3 (o) The SCE DEFENDANTS are represented by common legal counsel;
- 4 (p) EDISON's officers, directors, and other management make policies and
- 5 decisions to be effectuated by SCE and/or otherwise play roles in providing
- 6 directions and making decisions for SCE;
- 7 (q) EDISON's officers, directors, and other management direct certain financial
- 8 decisions for SCE, including the amount and nature of capital outlays;
- 9 (r) EDISON's written guidelines, policies, and procedures control SCE's
- 10 employees, policies and practices;
- 11 (s) EDISON files consolidated earnings statements factoring in all revenue and
- 12 losses from SCE, as well as consolidated tax returns, including those seeking tax
- 13 relief, and/or without limitation
- 14 (t) EDISON generally directs and controls SCE's relationship with, requests to, and
- 15 responses to inquiries from the CPUC and uses such direction and control for the
- 16 benefits of EDISON.

17 38. Plaintiffs are informed and believe that the SCE DEFENDANTS, and each of them,
18 were the agents and/or employees of each of the other and in acting and/or failing to act as alleged
19 herein, the SCE DEFENDANTS, and each of them, were acting in the course and scope of said
20 agency and/or employment relationship.

21 **B. The Doe Defendants**

22 39. The true names of DOES 1 through 100, whether individual, corporate, associate, or
23 otherwise, are unknown to Plaintiffs who, pursuant to California Code of Civil Procedure § 474, sue
24 said Defendants by such fictitious names.

25 40. Each of the fictitiously named Defendants is responsible in some manner for the
26 conduct alleged herein, including, without limitation, by way of conspiracy, aiding, abetting,
27 furnishing the means for, and/or acting in capacities that create agency, respondeat superior, and/or
28 predecessor- or successor-in-interest relationships with the other Defendants.

1 41. The DOE Defendants are private individuals, associations, partnerships, corporations,
 2 governmental entities or other entities that actively assisted and participated in the negligent and
 3 wrongful conduct alleged herein in ways that are currently unknown to Plaintiffs.

4 42. To the extent that any DOE is a governmental entity, at the time of filing of any
 5 amendment related to a fictitiously named governmental entity defendant, Plaintiffs will have either
 6 received notice of rejection of the Claim for Damages or the claim will have been deemed rejected by
 7 operation of law, pursuant to Government Code section 912.4(c).

8 43. Some or all of the DOE Defendants may be residents of the State of California.
 9 Plaintiffs may amend or seek leave to amend this Complaint to allege the true names, capacities, and
 10 responsibility of these DOE Defendants once they are ascertained, and to add additional facts and/or
 11 legal theories. Plaintiffs make all allegations contained in this Complaint against all Defendants,
 12 including DOES 1-100.

13 V.

14 FACTUAL ALLEGATIONS

15 A. Defendant Utility Companies Had a Non-Transferable, Non-Delegable Duty to Safely
 16 Maintain Electrical Infrastructure and the Nearby Vegetation

17 44. SCE, EDISON and DOES 1-100, and each of them (collectively “Defendants”), own,
 18 install, construct, operate and maintain overhead power lines, together with supporting poles and
 19 appurtenances throughout Southern California, including Ventura County, for the purpose of
 20 transmitting and distributing electricity to the general public. These lines and equipment were located
 21 at and around the points of origin of the Thomas Fire.

22 45. Electrical infrastructure is inherently dangerous and hazardous, and Defendants
 23 recognize it as such. The transmission and distribution of electricity requires Defendants to exercise an
 24 increased level of care in accordance with the increased risk of associated danger.

25 46. At all relevant times, Defendants, and each of them, had a non-transferable, non-
 26 delegable duty to properly construct, inspect, repair, maintain, manage and/or operate their power
 27 lines and/or other electrical equipment. Defendants also had a duty to keep vegetation properly
 28 trimmed and maintained to prevent foreseeable contact with its electrical equipment.

1 47. In the construction, inspection, repair, maintenance, management, ownership and/or
2 operation of their power lines and other electrical equipment, Defendants had an obligation to comply
3 with, *inter alia*: (1) Code of Civil Procedure § 733; (b) Public Resource Code §§ 4292, 4293 and
4 4435; (c) Public Utilities Code § 451; and (d) General Order Nos. 95 and 165.

5 48. Pursuant to Public Utilities Code § 451, “[e]very public utility shall furnish and
6 maintain such adequate, efficient, just, and reasonable service, instrumentalities, equipment, and
7 facilities... as are necessary to promote the safety, health, comfort, and convenience of its patrons,
8 employees, and the public.”

9 49. To fulfill this obligation, Defendants are required to comply with a number of design
10 standards for their electrical equipment, as set forth in CPUC General Order 95. In extreme fire areas,
11 Defendants must also ensure that their power lines and utility poles can withstand winds of up to 92
12 miles per hour.

13 50. Further, Defendants must follow several standards to protect the public from the
14 consequences of vegetation and/or trees coming into contact with their power lines and other electrical
15 equipment. Pursuant to Public Resources Code § 4292, Defendants are required to “maintain around
16 adjacent to any pole or tower which supports a switch, fuse, transformer, lighting arrester, line
17 junction, or dead end or corner pole, a firebreak which consists of clearing not less than 10 feet in each
18 direction from the outer circumference of such pole or tower.”

19 51. Also, Public Resources Code § 4293 mandates that Defendants maintain clearances of
20 4 to 10 feet for all of their power lines, depending on their voltage. In addition, “[d]ead trees, old
21 decadent or rotten tress, trees weakened by decay or disease and trees or portions thereof that are
22 leaning toward the line which may contact the line from the side or may fall on the line shall be felled,
23 cut, or trimmed so as to remove such hazard.”

24 52. Pursuant to CPUC General Order 165, Defendants are also required to inspect their
25 distribution facilities to maintain safe and reliable electric systems. Specifically, Defendants must
26 conduct “patrol” inspections of all their overhead facilities annually in Extreme or Very High Fire
27
28

1 areas, which includes Ventura County.²

2 53. Defendants are required to inspect wooden utility poles once the poles have been in
3 service for 15 years, with intrusive inspections of the poles themselves within ten years.³

4 54. Defendants knew or should have known that these statutory and regulatory standards
5 are *minimum standards*. Defendants knew or should have known that they had (1) a duty to identify
6 vegetation that is dead, diseased and/or dying, or that otherwise poses a foreseeable hazard to power
7 lines and/or other electrical equipment; and (2) a duty to manage the growth of vegetation near their
8 power lines and equipment so as to prevent the foreseeable danger of contact between vegetation and
9 power lines starting a fire.

10 55. Defendants had and have a duty to manage, maintain, repair and/or replace their aging
11 infrastructure to protect public safety. These objectives could and should have been accomplished in a
12 number of ways, including, but not limited to, putting electrical equipment in wildfire-prone areas
13 underground, increasing inspections, developing and implementing protocols to shut down electrical
14 operations in emergency situations, modernizing infrastructure and/or obtaining an independent audit
15 of their risk management programs to ensure effectiveness.

16 56. Further, Defendants are acutely aware that they had and have a duty to identify, assess
17 and mitigate wildfire risks, and in particular to monitor severe weather conditions that pose an
18 increased risk of a wildfire.

19 57. To wit, in November 2015, SCE not only acknowledged this duty, but represented to
20 the California State Senate Subcommittee on Gas, Electric, and Transportation Safety that a number of
21 its “existing practices” had been “enhanced and new activities adopted since 2007 to further improve
22 SCE’s ability to manage wildfire risk.”⁴ Namely, SCE described a pilot program for the
23 implementation of early fire-detection technology known as the “FlameSniffer” in Santa Barbara

24 _____
25 ² CPUC General Order 165, Table 1, http://www.docs.cpuc.ca.gov/PUBLISHED/GENERAL_ORDER/159182.htm

26 ³ Id.; See also, CPUC *A Brief Introduction to Utility Poles* at p. 10,
http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work/PPDUtilityPole.pdf

27 ⁴ Southern California Edison, Senate Informational Hearing: Wildfire Safety at p. 10, Nov. 18, 2015,
28 http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15_edison_testimony.pdf

1 County. The FlameSniffer was described by SCE as having the ability to “immediately detect the
2 onset of fire from any ignition source: lightning strike, arson, or power-line arcing or accidental
3 ignition.”⁵ SCE touted the benefits of this technology as follows: “FlameSniffer’s ability to provide
4 traditional weather observation data AND fire/heat/arc notification and observation allows SCE to
5 take real-time operational measures to minimize fire ignitions... The combined use of existing
6 weather observation data from the [National Weather Service] and the new FlameSniffer devices gives
7 SCE both predictive and enhanced response capabilities to wildland fire incidents.”

8 58. Further, SCE represented to the Senate subcommittee that this technology: (1) provides
9 24-hour, unmanned fire detection and vital ground-based intelligence for managing the wildland urban
10 interface; (2) has a built-in camera that takes photos every 17 seconds once an ignition source is
11 detected, providing real-time visual information of its surrounding area; (3) streams live micro-climate
12 information, providing more weather condition information than traditional remote automated weather
13 stations; and (4) enables fire agencies to provide rapid response to contain and/or extinguish incipient-
14 stage wildfires before they become too large to fight with initial attack resources.⁶

15 59. As such, SCE knew that its duty included the monitoring of environmental and weather
16 conditions, by virtue of the National Weather Service and/or other sources, in and around its electrical
17 facilities as part of its obligation to identify, assess and mitigate wildfire risks.

18 60. At all times mentioned herein, Defendants failed to appropriately monitor the wildfire
19 risk that was developing in the days and hours before the Thomas Fire ignited and failed to implement
20 mitigating measures such as de-energizing their electrical facilities, reprogramming reclosers and/or
21 issuing warnings to the public regarding the foreseeable increased risk of a wildfire.

22 61. Defendants knew or should have known that a breach of the applicable standards and
23 duties constituted negligence and would expose members of the general public to a risk of death,
24 injury and/or destruction or damage to their property and businesses.

25

26

27 ⁵ Id. at p. 12

28 ⁶ Id.

1 **B. Foreseeable and Expected Santa Ana Winds and Red Flag Fire Danger**

2 62. California’s drought years increased the risk of wildfire and consequently heightened
3 Defendants’ duty of care in the prevention of wildfires. At all relevant times, Defendants were aware
4 that the State of California had been in a multi-year period of drought. Defendants were also aware
5 that Ventura County frequently experiences “Santa Ana” wind conditions, which are highly conducive
6 to the spread of wildfires. The Santa Ana winds are a regular and foreseeable part of life in Southern
7 California at the time of year the Thomas Fire was ignited. Anyone who lives or works in Southern
8 California is familiar with this type of extreme wind event.

9 63. In January 2014, Governor Jerry Brown declared a state of emergency due to
10 California’s continued drought conditions. In June 2014, pursuant to Resolution ESRB-4, the
11 California Public Utilities Commission (“CPUC”) directed SCE and all investor-owned utilities to
12 take remedial measures to reduce the likelihood of fires started by or threatening utility facilities. In
13 addition, the CPUC informed SCE and investor-owned utilities that it could seek recovery of
14 incremental costs associated with these remedial measures outside of the standard funding process,
15 agreeing to provide additional funding on top of vegetation management funding already authorized to
16 ensure remedial measures would not go unperformed due to lack of funding.

17 64. Although the Governor issued an Executive Order in April 2017 ending the Drought
18 State of Emergency, the declaration directed state agencies to “continue response activities that may
19 be needed to manage the lingering drought impacts to people and wildlife.” The California Tree
20 Mortality State of Emergency issued in October 2015 by Governor Brown regarding the bark beetle
21 infestation and resulting tree mortality remained in effect. The CPUC had not rescinded ESRB-4, and
22 work by the utilities to comply with it and the Tree Mortality Emergency was ongoing.

23 65. According to SCE’s Circuit Reliability Review for Santa Paula, “vegetation/animal”
24 caused 59% of “momentary” interruptions to the eight electrical circuits serving Santa Paula,
25 California. Thus, SCE was aware that vegetation coming into contact with its power lines was the
26 leading cause of electrical interruptions in the Santa Paula area.

27 66. Moreover, at least as of November 2015, SCE had identified and was aware that its
28 electrical facilities were located in areas where, due to environmental and/or weather conditions, they

1 posed an increased risk of wildfires, including that approximately 75% of SCE’s territory was in a
 2 designated “High Fire” area; 640,000 trees within SCE’s territory were located in “High Fire” areas;
 3 and 993 SCE circuits were in “High Fire” areas.⁷

4 67. According to records maintained by Cal Fire, electrical equipment was responsible for
 5 starting 350 wildfires in the Southern California region during 2015, the latest year such statistics have
 6 been published.⁸ Thus, Defendants, and each of them, knew of the foreseeable danger of wildfire
 7 when their power lines came into contact with vegetation.

8 68. In May 2016, the CPUP adopted Fire Map 1, which is a map that “depicts areas of
 9 California where there is an elevated hazard for ignition and rapid spread of power line fires due to
 10 strong winds, abundant dry vegetation, and other environmental conditions.”⁹ Ventura County is
 11 designated on this map as an “Extreme“ and “Very High“ fire threat. The area in and around the
 12 Thomas Fire is both red and orange, indicating the highest level of elevated hazard for the “ignition
 13 and rapid spread of power line fires due to strong winds, abundant dry vegetation and/or other
 14 environmental conditions.”

15 69. Defendants were put on notice by the publication of this Fire Map in May 2016, and
 16 therefore knew well in advance of the Thomas Fire of the elevated fire risk in Ventura County for
 17 “ignition and rapid spread of power line fires due to strong winds, abundant dry vegetation, and/or
 18 other environmental conditions.”

19 70. Then, on October 20, 2017, the California Department of Forestry and Fire Protection
 20 (“Cal Fire”) issued a news release to warn of dangerous weather conditions in Southern California
 21 following the devastating Northern California fires. Cal Fire specifically said:

22 After one of the deadliest and most destructive weeks in California’s
 23 history, firefighters are preparing for another significant wind event in

24 ⁷ Southern California Edison, Senate Informational Hearing: Wildfire Safety, Nov. 18, 2015,
 25 http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15_edison_testimony.pdf

26 ⁸ Historical Wildfire Activity Statistics (Redbooks), Cal Fire, available at
http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks_2015

27 ⁹ See, CPUC Fire Map Depicts Areas of Elevated Hazards In State: First Step in Creation of Tools to Help Manage
 28 Resources, Cal. Public Utilities Commission, 05/26/2016, available at:
http://frap.fire.co.gov/data/frapgismaps/pdfs/fthreat_map.pdf

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Southern California. The National Weather Service has issued several Red Flag Warnings and Fire Weather Watches across Southern California starting this weekend through early next week due to gusty winds, low humidity and high temperatures. In response to these anticipated conditions, CAL FIRE is increasing its staffing levels with additional firefighters, fire engines, fire crews, and aircraft to respond to any new wildfires. **“This is traditionally the time of year when we see these strong Santa Ana winds,” said Chief Ken Pimlott, director of CAL FIRE.** “And with an increased risk for wildfires, our firefighters are ready. Not only do we have state, federal and local fire resources, but we have additional military aircraft on the ready. Firefighters from other states, as well as Australia, are here and ready to help in case a new wildfire ignites.” The weather warnings stretch from Santa Barbara, San Diego, Orange, Riverside, Los Angeles, San Bernardino and Ventura counties. **The winds are expected to reach gusts of up to 50 mph, along with record breaking heat, fire danger in these areas is high.** It is vital that the public use caution and avoid activities that may spark a new fire. **Any new fires can spread rapidly under these types of weather conditions.**

71. On December 4, 2017, the National Weather Service issued a “Red Flag Warning” for Ventura County stating “this will likely be the strongest and longest duration Santa Ana wind event we have seen so far this season. If fire ignition occurs, there will be the potential for very rapid spread ...and extreme fire behavior.”¹⁰

72. Plaintiffs are informed and believe that the Defendants had the ability to temporarily shut down their power grids in high fire-threat areas to prevent wildfires by de-energizing their lines. Defendants did not, however, shut off power grids in the Santa Paula, Ojai or Ventura areas on December 4, 2017 in anticipation of or in response to the extreme Santa Ana winds that were forecasted.

73. Further, Plaintiffs are informed and believe that, at all relevant times, Defendants had the ability to reprogram their reclosers¹¹ in times of high winds or other high risk environmental conditions so that, in the event of a downed pole or power line, an open circuit would remain open (i.e. not conducting electricity) and would not automatically “reclose” and electrical impulses would

¹⁰ Sonali Kohli, Expect the "Strongest and Longest" Santa Ana Winds of the Season this Week in L.A. Area, L.A. Times (Dec. 4, 2017 8:10 a.m.) <http://www.latimes.com/local/lanow/la-me-ln-fire-risk-20171204-story.html>

¹¹ In electric power distribution, a "recloser" or "autorecloser" is a circuit breaker equipped with a mechanism that can automatically close the breaker after it has been opened due to a fault. Reclosers are used on overhead distribution systems to detect and interrupt momentary faults.

1 thereby be prevented from traveling through lines or facilities that may be in contact with vegetation
 2 or other flammable materials. Defendants did not, however, reprogram their electrical systems’
 3 reclosers so as to minimize the risk of wildfire despite their knowledge of the “Red Flag Warning” and
 4 the onset of severe wind conditions in high risk areas, including Ventura County.

5 **C. SCE Knew Its Infrastructure Was Old, Improperly Maintained, and Constituted a**
 6 **Serious Safety Risk of Igniting Wildfires**

7 **I. SCE’s Overloaded Utility Poles**

8 74. SCE knew about the significant risk of wildfires caused by its aging and overloaded
 9 utility poles years before the Thomas Fire began.

10 75. SCE’s service territory spans approximately 50,000 square miles and 63% of its
 11 electric transmission and distribution system is comprised of overhead lines. There are 1.4 million
 12 utility poles in its service territory. As of November 2015, approximately 330,000 SCE wood poles
 13 were in “High Risk” areas (including “High Fire” or “High Fire/High Wind” areas).¹²

14 76. Plaintiffs are informed and believe that most of SCE’s poles were installed just after
 15 World War II.¹³ While the methods used to measure safety since that time have changed, SCE has not
 16 brought the older poles into compliance with modern standards.

17 77. In a 2015 report to the CPUC addressing the risk factors in its electrical system, SCE
 18 admitted that “[w]ood poles are more susceptible to decay, woodpecker damage, or failure during a
 19 fire compared to concrete or steel poles.” Furthermore, poles located in high-wind areas such as
 20 Southern California are “exposed to higher stresses... [i]f a pole fails and starts a wildfire, the fire is
 21 more likely to spread in a high-wind area” and “[i]f a pole fails in service, wildfires are more likely to
 22 start in high-fire regions...”¹⁴

24 ¹² Southern California Edison, Senate Informational Hearing: Wildfire Safety, Nov. 18, 2015,
 25 http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15_edison_testimony.pdf

26 ¹³ Inspecting and Upgrading Utility Poles (SCE Pamphlet), <http://www.sce.com/wps/wcm/connect/55d4ff43-9d3e-4d37-9e70-02cd51867efa/PoleLoadingProgramFactSheet.pdf?MOD=AJPERES>

27 ¹⁴ Safety Model Assessment Before the Public Utilities Commission of the State of California (may 2015), Prepared
 28 by SCE, [http://www.sce.com/sscc/law/dis/dbattach5e.nsf/0/4841D9996A06A2B288257E38007AA374/\\$FILE/A.15-05-XXX%20SMAP%20-%20SCE-01%20SMAP%20Testimony_M%20Marelli_S.%20Menon_N.\\$20Woodward.pdf](http://www.sce.com/sscc/law/dis/dbattach5e.nsf/0/4841D9996A06A2B288257E38007AA374/$FILE/A.15-05-XXX%20SMAP%20-%20SCE-01%20SMAP%20Testimony_M%20Marelli_S.%20Menon_N.$20Woodward.pdf)

1 78. In 2017, the CPUC ordered that the creation of a shared database be investigated
2 specifically to address the problems with SCE’s infrastructure that caused the 2007 Malibu Canyon
3 Fire and the electrical problems in the 2011 Windstorms:

4 Poorly maintained poles and attachments have caused substantial
5 property damage and repeated loss of life in this State. Unauthorized pole
6 attachments are particularly problematic. A pole over loaded with
7 unauthorized equipment collapsed during windy conditions and started
8 the Malibu Canyon Fire of 2007, destroying and damaging luxury homes
9 and burning over 4500 acres. Windstorms in 2011 knocked down a large
10 number of poles in Southern California, many of which were later found
11 to be weakened by termites, dry rot, and fungal decay.¹⁵

12 79. In the June 29, 2017 CPUC press release related to this Order, CPUC President
13 Michael Picker said, “plain old wooden poles, along with their cousins, the underground conduits, are
14 work horses, carrying most of our power and telecommunications. They sometimes get crowded and
15 fail, causing outages and fires because of all the equipment crammed onto them.” Further, “[n]ot
16 knowing where all the poles are and who owns them, how loaded they are, how safe they are, and
17 whether they can handle any additional infrastructure, is problematic to both the utilities and to the
18 CPUC. Creating a database of utility poles could help owners track attachments on their poles and
19 manage necessary maintenance and rearrangements, and can help the CPUC in our oversight role.”¹⁶

20 2. **SCE’s Failure to Maintain Electrical Infrastructure and Failure to**
21 **Remediate Known Risks**

22 80. In addition to its miles of aging infrastructure with no reasonably functional method to
23 track the system’s condition, SCE also failed to perform the necessary maintenance and inspections of
24 its electrical equipment for years before the Thomas Fire broke out.

25 81. Overloaded poles have been a long-standing problem for SCE. As a result, as part of
26 SCE’s 2012 General Rate Case, the CPUC ordered SCE to conduct a sample of SCE-owned and

27 ¹⁵ CPUC Order Instituting Investigation Into the Creation of a Shared Database or Statewide Census of Utility Poles
28 and Conduit (July 10, 2017), California Public Utility Commission,
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K656/191656519.PDF>

¹⁶ Press Release, CPUC to Examine Utility Pole Safety and Competition; Considers Creation of Pole Database,
California Public Utilities Commission (June 29, 2017),
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K560/191560905.PDF>

1 jointly-owned utility poles to determine whether pole loading¹⁷ complied with current legal standards.
2 SCE's study found that 22.3% of the more than 5,000 poles tested failed to meet current design
3 standards.

4 82. In November 2013, the Safety & Enforcement Division sent a letter to the CPUC
5 Commissioners regarding SCE's study and recommended the following changes in policy: (a) SCE
6 should conduct a wind analysis in its service territory, incorporating actual wind standards into its
7 internal pole loading standards; (b) SCE should conduct a pole loading analysis of every pole carrying
8 SCE facilities, employing a risk management approach, considering, at a minimum, fire risk, the
9 presence of communications facilities and the number of overloaded poles in the area; and (c) SCE
10 should commence pole mitigation measures as soon as possible, and not wait for the pole loading
11 analysis to be completed.

12 83. The CPUC noted in its 2012 General Rate Case decision the importance of remediating
13 overloaded poles because of the risk of fire:

14 SCE did not establish its ability to undertake intrusive inspections of
15 130,000 wood poles per year during this rate cycle. However, we are
16 concerned to the degree that some poles in SCE's service territory,
17 particularly jointly-owned poles, may, unknown to SCE, be overloaded.
**Overloaded poles may break and thereby contribute to increased fire
and other hazards.**¹⁸

18 84. In its 2015 General Rate Case, SCE proposed a Pole Loading Program ("PLP") to
19 "inspect and assess over 1.4 million poles over a seven-year period to identify and then remediate
20 those poles that do not meet the current standards."¹⁹

21 85. SCE requested \$1 billion in 2013-2017 capital expenditures and \$38 million in 2015
22 test year expenses to cover costs for pole loading assessments and remediation.²⁰ Additionally, SCE
23

24 _____
25 ¹⁷ "Pole loading" is the calculation of whether a pole meets certain design safety factors based on wind in its location
and the facilities attached to the pole.

26 ¹⁸ Decision On Test Year 2012 General Rate Case for Southern California Edison Company, 181, CPUC (Dec. 10,
2012), <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M037/K668/37668274.pdf>

27 ¹⁹ Test Year 2015 General Rate Case Application of Southern California Edison Company (U338-E), Nov. 23, 2013

28 ²⁰ Transmission and Distribution (T&D) Volume 6, Part 2 – Pole Loading at 2,

1 admitted:

2 SCE’s electric and telecommunications facilities are attached to over 1.4
 3 million poles that range from less than one year to nearly 100 years of
 4 age... [R]ecent events, including the Malibu Canyon Fire in October
 5 2007 and the November 2011 San Gabriel Valley windstorm, have shown
 6 that some of the poles that failed during those incidents did not meet
 7 minimum pole loading criteria when measured against today’s standards.

8 86. SCE claims to have started its program in 2014, and it proposed that it would complete
 9 its assessment in high fire areas in 2017 and pole remediation of overloaded poles in 2025. In its 2015
 10 General Rate Case, SCE estimated that 22% of its utility poles were overloaded as a part of this
 11 assessment. SCE forecast it would perform an assessment of over 205,000 poles in 2015.

12 87. However, in its 2018 General Rate Case, SCE disclosed that instead of addressing the
 13 problems with its infrastructure, SCE modified its software used to calculate pole loading safety
 14 factors and these revisions reduced the percentage of poles it needed to remediate to just 9%.²¹

15 88. SCE further disclosed that it had again failed to meet its 2015 projected assessment and
 16 repair numbers for overloaded poles. Specifically, SCE admitted that it had only conducted around
 17 142,000 of the 205,000 pole assessment that SCE previously stated it would have completed. As a
 18 result, SCE announced that it was changing the duration of its PLP from 7 years to 10 years to allow
 19 for fewer pole assessments each year.

20 89. Additionally, SCE disclosed that out of the 142,519 poles it assessed, it only did repairs
 21 on 569 under the PLP, which amounted to *14,310 fewer overloaded poles* than SCE forecast it would
 22 repair that year. SCE claims “repairs may be completed one or two years after the assessment,
 23 depending on whether the pole is in a high fire or non-fire area.”

24 90. SCE’s willful disregard of known, persistent problems with its electrical equipment is
 25 astounding in terms of the safety risk posed to the people and business throughout Southern California
 26 and in Ventura County.

27 [http://www.sec.com/sscc/law/dis/dbattach5e.nsf/0/763A8DBECCA94ECC88257C210080F6E3/\\$FILE/SCE-03%20Vol.%2006%20Part%202.pdf](http://www.sec.com/sscc/law/dis/dbattach5e.nsf/0/763A8DBECCA94ECC88257C210080F6E3/$FILE/SCE-03%20Vol.%2006%20Part%202.pdf)

28 ²¹ Test Year General Rate Case 2018, Transmission & Distribution Volume 9, Poles.

1 **3. SCE's History of Safety Violations**

2 91. SCE knew about the significant risk of wildfires stemming from its unsafe equipment,
3 aging infrastructure and/or ineffective vegetation management programs for many years before the
4 Thomas Fire began. Indeed, SCE has been repeatedly fined and/or cited for failing to mitigate these
5 risks.

6 92. Since 2007, the CPUC has levied over \$78 million in fines against SCE for electric and
7 fire-related incidents.²²

8 93. The 1993 San Bernardino Mill Creek fire was caused by a failure of SCE's overhead
9 power line equipment. The high winds caused a power line to break, spark a fire and damage a nearby
10 home.

11 94. In 1997, SCE's failure to perform adequate vegetation management near its distribution
12 lines caused a 25,100 acre fire in Riverside County. SCE failed to trim trees near its power lines.

13 95. In 1998, SCE signed an undisclosed settlement in relation to a fire in which most of
14 Stearns Wharf in Santa Barbara was burned. An investigation concluded that SCE was responsible.

15 96. In 2006, SCE agreed to pay \$14 million to settle a federal suit stemming from the 1994
16 Big Creek Forest Fire. The suit alleged that SCE did not comply with vegetation clearance
17 requirements around a high-voltage transformer that exploded and ignited nearby dry grass. The
18 government also alleged that SCE failed to install appropriate animal guards at the location, and that
19 SCE employees lacked the equipment to stop the fire before it went into the forest.

20 97. SCE was also held responsible for its role in the 2007 Malibu Canyon Fire. The fire
21 began when three wooden utility poles snapped during high Santa Ana winds and ignited nearby
22 brush. The fire burned 3,836 acres and destroyed or damaged over 30 structures. The CPUC found
23 that at least one of the poles that fell was overloaded with telecommunications equipment in violation
24 of the applicable standards. It further alleged that SCE misled investigators about the circumstances of
25 the fire. SCE agreed to conduct a safety audit and remediation of its utility poles in the Malibu area. In
26 2013, the CPUC fined SCE \$37 million for its role in the fire. Additionally, \$17 million of the

27 _____
28 ²² Electric and Fire-Related Fines, CPUC
http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_and_Fire_Related_Fines.pdf

1 settlement was required to be spent on pole loading assessments and remediation work in Malibu
2 Canyon and surrounding areas.

3 98. As part of the settlement agreement with CPUC, SCE admitted that it violated the law
4 by not taking prompt action to prevent its poles in Malibu Canyon from becoming overloaded.
5 Further, SCE admitted that a replacement pole did not comply with the CPUC's safety regulations for
6 new construction, which should have caused SCE to take steps to remedy the situation.²³

7 99. SCE was determined to be responsible for the 2007 Nightsky fire in Ventura County.
8 The fire burned over 53 acres and was ignited when sagging, overloaded power lines arced and
9 sparked. A jury determined that SCE had not properly maintained its lines, that there were problems
10 with insulators or conductors on SCE's poles, and that phase-to-ground faults, relay-tripping, and
11 phase-to-phase imbalances indicated the existence of a chronic, unfixed hazard.

12 100. In 2011, the U.S. Government successfully sued SCE for damages caused by a wildfire
13 in the San Bernardino National Forest. A tree fell onto SCE power lines and emitted molten
14 aluminum, starting a fire. The Government argued that SCE should have removed the tree prior to the
15 fire during its inspection and maintenance. The Government received a \$9.4 million verdict for the fire
16 suppression costs and rehabilitation of the forest.

17 101. In November and December 2011, Santa Ana winds swept through SCE's territory,
18 knocking down utility facilities, uprooting trees, and causing prolonged power outages. Over 200
19 wood utility poles and 1000 overhead electrical lines were affected. CPUC's Safety & Enforcement
20 Division performed an investigation and found that SCE and communication providers who jointly
21 owned utility poles violated the CPUC's standards because at least 21 poles and 17 wires were
22 overloaded in violation of safety factor requirements. SCE was fined \$16.5 million.

23 102. In 2015, multiple power outages occurred on SCE's electric distribution system that
24 serves downtown Long Beach, including a five-day outage from July 15 to July 20, 2015 and a four-
25 day outage from July 30 to August 3, 2015. The Long Beach outages primarily affected 3,800
26 _____

27 ²³ Press Release, CPUC Staff Enter Settlement Agreement of \$37 Million with Southern California Edison Over 2007
28 Malibu Fire, California Public Utilities Commission (May 20, 2013),
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M065/K515/65515418.PDF>

1 customers served by SCE’s secondary network, but at times affected 30,000 customers, including
2 customers who received their power from radial circuits that also feed the secondary network. Along
3 with these outages, the failure of SCE’s electrical facilities caused fires in several underground
4 structures, resulting in explosions that blew manhole covers into the air.²⁴

5 103. SCE received a \$50,000 citation for a fatality that occurred at its Whittier facility. On
6 May 15, 2014, an SCE overhead conductor separated and fell to the ground. A person came into
7 contact with the downed conductor, which was energized, and was electrocuted. SED’s investigators
8 found that the overhead conductor separated at an overhead connector, and that SCE did not maintain
9 the connector for its intended use.

10 **4. SCE’s Chronic Failure to Adequately Assess the Risks of Its Equipment**

11 104. SCE knew or should have known of the risks its system posed years before the Thomas
12 Fire began because it had been specifically told by the CPUC’s Safety & Enforcement Division
13 (“SED”) that it needed to make substantial improvements in evaluating and characterizing the risk of
14 its infrastructure.

15 105. The SED is in the process of advancing a new “risk-informed” process to support
16 decision making and fund allocation in the context of energy utility General Rate Cases.

17 106. When the SED assessed SCE’s General Rate Case application, the agency was highly
18 critical of SCE’s risk assessment practices, finding that it would be “unwise to accept SCE’s risk
19 assessment methods as a basis for determining reasonableness of safety-related program requests.”
20 The SED further determined that “SCE is classifying major categories of spending as safety related
21 even though they related to issues of customer satisfaction or electric service reliability than safety.”²⁵

22 107. Specifically, the SED “analyzed and evaluated the risk-informed decision framework
23 used by SCE to identify major risks and determine potential mitigation plans and programs, and
24 concluded that these methods and processes have not been particularly well described or effectively

25 _____
26 ²⁴ Decision Adopting Settlement Agreement Between Southern California Edison Company and the Safety and
27 Enforcement Division Investigation 16-07-007, California Public Utilities Commission (Oct. 15, 2017),
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M196/K833/196833010.docx>

28 ²⁵ See Arthur O’Donnell, et al., *Risk and Safety Aspects of Southern California Edison’s 2018-2020 General Rate
Case Application 16-09-0001*, 5 California Public Utilities Commission (Jan. 31, 2017)

1 used to inform the 2018 GRC Test Year budget request.”²⁶

2 108. SCE also “admitted in testimony that it did not use risk assessment in the identification
3 of its top risks, or to select programs to address those risks, but mostly after-the-fact as a way to
4 measure risk reduction associated with the programs or projects proposed.”

5 109. The SED found that SCE failed to identify the threats having the potential to lead to
6 safety risks, pointing out that “SCE’s approach to identify threats...suffers from an almost non-
7 existent level of granularity.”²⁷

8 110. Of vital concern to the SED were SCE’s large number of distribution and sub-
9 transmission wooden poles: “The utility’s Distribution and SubTransmission wood poles have been
10 identified as assets with a substantial safety risk component.”²⁸ Nearly 19% of poles reviewed in
11 SCE’s PLP study were considered overloaded and they failed the bending analysis.

12 111. The SED also noted “concern[] that any forthcoming assessments [by SCE] utilizing
13 new software and potentially continually changing design criteria could not be adequately managing,
14 mitigating and minimizing safety risks associated with pole loading.” The SED recommended that the
15 CPUC require SCE to conduct “a pole loading study on a statistically valid sample for SCE’s service
16 territory“ and hire “an independent engineering firm, with appropriately State of California licensed
17 engineers, verify and validate [SCE’s] software to test the results provided by the specific software
18 version utilized for SCE’s electrical distribution and transmission wood pole design, against General
19 Order 95 Overhead Line Construction safety requirements,” since SCE had been unable to do so
20 reliably on its own.²⁹

21 112. In the report, SCE’s own “territorial analysis project[ed] as much as a tripling of
22 wildfire risks in the Santa Barbara region.”³⁰

23 113. The SED further found that the high risk scores of SCE’s infrastructure showed that

24 _____
25 ²⁶ Id.

26 ²⁷ Id. at 20.

27 ²⁸ Id. at 50.

28 ²⁹ Id. at 56.

³⁰ Id.

1 SCE’s current methodology did not prioritize safety: SCE’s methods for analyzing risk
2 “underestimate[d] both the frequency and consequence/impact of very low frequency and very high
3 consequence events, such as highly catastrophic wildfires. This is particularly true where SCE is
4 relying on historical data as basis for estimating the frequency and consequence terms.” SCE was not
5 able to “provide even a qualitative prioritization of its risks.”³¹

6 114. Inexplicably, despite repeated incidents of massive destruction and death, risk analyses,
7 citations, fines, convictions, lawsuits, verdicts and settlements all revealing SCE’s failures to
8 appropriately and safely maintain and operate its infrastructure, SCE continued to adhere to the same
9 lackadaisical practices that actually *increased* the risk of wildfires leading up to the Thomas Fire.
10 SCE’s shocking degree of complacency and refusal to modify its business practices amounts to a
11 conscious disregard for the rights and safety of the public, including the Plaintiffs.

12 115. Rather than spend the money it obtains from customers to improve its infrastructure,
13 maintenance and safety, SCE funnels this funding to boost its own corporate profits and
14 compensation. This pattern and practice of favoring profits over a well-maintained infrastructure that
15 would be safe and dependable left SCE vulnerable to an increased risk of a catastrophic event such as
16 the Thomas Fire.

17 **D. The Thomas Fire Terrorized Ventura County Communities, Destroying the Property**
18 **and Livelihoods of Local Residents and Business Owners**

19 116. On December 4, 2017 at approximately 6:25 p.m., the Thomas Fire ignited north of
20 Santa Paula, California, near Steckel Park and south of Thomas Aquinas College. A second point of
21 ignition occurred when a transformer exploded approximately four miles away on Keonigstein Road
22 in Santa Paula.

23 117. SCE, EDISON and DOES 1-100, and each of them (“Defendants”), caused and/or
24 contributed to causing the Thomas Fire. Plaintiffs are informed and believe that the Defendants
25 owned, operated, constructed, managed, maintained and/or otherwise controlled electrical facilities in
26 or about the area where ignition first occurred south of Thomas Aquinas College. Plaintiffs are further

27 _____
28 ³¹ Id. at 32

1 informed and believe that SCE was performing construction and/or other work related to their
2 electrical facilities in or about the area where the fire started at the time of ignition.

3 118. Plaintiffs are informed and believe that the Defendants owned, operated, constructed,
4 managed, maintained and/or otherwise controlled the power pole, transformer and/or other electrical
5 equipment involved in the explosion at the second point of ignition. Santa Ana winds gusting up to 80
6 miles per hour rapidly spread the fires and ultimately, the two joined and burned as one. At the height
7 of its strength, the Thomas Fire qualified as a “firestorm,” meaning it was strong enough to create its
8 own weather. At times, the fire advanced at a rate of an acre per second. The steep, rocky terrain of
9 the Santa Ynez Mountains and the force of the Santa Ana winds made the fire extremely difficult to
10 contain.



21 *Embers from the Thomas Fire blow in strong Santa Ana winds*

22
23
24
25 119. Combating the Thomas Fire required the largest mobilization of firefighters of any
26 wildfire in California’s history. The Thomas Fire burned 281,893 acres and destroyed at least 1,063
27 structures before it was finally contained on January 12, 2018. It ultimately surpassed the 2003 Cedar
28 Fire, which destroyed 273,000 acres, as the largest in modern California history.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

120. On December 11, 2017, SCE issued a press release stating that it was being investigated by Cal Fire for its role in starting the Thomas Fire: “The causes of the wildfires are being investigated by Cal Fire... SCE believes the investigations now include the possible role of its facilities.” It would be another 32 days before the Thomas Fire was fully contained on January 12, 2018.

VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

NEGLIGENCE

(Against All Defendants)

121. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set forth herein.

122. Defendants, and each of them, had and have a non-transferable, non-delegable duty to apply a level of care commensurate with and proportionate to the danger of designing, engineering, constructing, operating, and maintaining electrical transmission and distribution systems, including vegetation clearance.

123. Defendants, and each of them, had and have a non-transferable, non-delegable duty of vigilant oversight in the maintenance, use, operation, repair, and inspection appropriate to the changing conditions and circumstances of their electrical transmission and distribution systems.

124. Defendants, and each of them, have special knowledge and expertise far beyond that of a layperson, that they were obligated and required to use in the design, engineering, construction, use, operation, inspection, repair, and maintenance of electrical infrastructure, lines, equipment, and surrounding vegetation in order to assure safety under the local conditions of the service area, including but not limited to, those conditions that have been identified herein.

125. Defendants, and each of them, breached their respective duties owed to Plaintiffs by, including, but not limited to: (1) failing to comply with the applicable statutory, regulatory, and/or professional standards of care; (2) failing to timely and properly maintain, manage, inspect, and/or monitor the subject power lines, electrical equipment, and/or adjacent vegetation; (3) failing to

1 properly cut, trim, prune, and/or otherwise keep vegetation at a sufficient distance to avoid foreseeable
2 contact with power lines; (4) failing to trim and/or prune vegetation so as to avoid creation of a safety
3 hazard within close proximity of the subject power line; (5) failing to make the overhead lines safe
4 under all the exigencies created by surrounding circumstances and conditions; (6) failing to conduct
5 adequate, reasonably prompt, proper, effective, and/or frequent inspections of the electrical
6 transmission lines, wires, and/or associated equipment; (7) failing to design, construct, monitor, and/or
7 maintain high voltage electrical transmission, and/or distribution power lines in a manner that avoids
8 the potential to ignite a fire during long, dry seasons by allowing vegetation to grow in an unsafe
9 manner; (8) failing to install the equipment necessary and/or to inspect and repair the equipment
10 installed, to prevent electrical transmission and distribution lines from improperly sagging, operating,
11 and/or making contact with other metal wires placed on its poles and igniting fires; (9) failing to keep
12 equipment in a safe condition and/or manage equipment to prevent fire at all times; (10) failing to de-
13 energize power lines during fire prone conditions; (11) failing to de-energize power lines after the
14 fire's ignition; (12) failing to reprogram reclosers to prevent electrical impulses from traveling
15 in/through downed or damaged power poles, lines and other electrical equipment; and/or (13) failing
16 to properly train and to supervise employees and agents responsible for maintenance and inspection of
17 the distribution lines and/or vegetation areas nearby these lines.

18 126. The negligence of the Defendants, and each of them, was a substantial factor in causing
19 Plaintiffs' damages. Defendants' failure to comply with their duties of care proximately caused the
20 Plaintiffs to sustain damages as set forth herein.

21 127. As a direct and legal result of Defendants' actions and/or omissions, Plaintiffs were
22 injured in their health, strength, and/or activity in an amount according to proof at trial.

23 128. As a further direct and legal result of the Defendants' actions and/or omissions,
24 Plaintiffs were required to and/or continue to employ physicians and other healthcare providers to
25 examine, treat, and/or care for their injuries. Plaintiffs have incurred, and will continue to incur,
26 medical and incidental expenses in an amount to be shown according to proof at trial.

27 129. As a further direct and legal result of the Defendants' actions and/or omissions,
28 Plaintiffs have suffered and/or continue to suffer great mental pain and suffering, including worry,

1 emotional distress, humiliation, embarrassment, anguish, anxiety, and nervousness, in an amount to be
2 shown according to proof at trial.

3 130. As a further direct and legal result of the Defendants' actions and/or omissions,
4 Plaintiffs have suffered a loss of income, loss of earning capacity, loss of profits, increased expenses
5 due to displacement, and/or other consequential economic losses in an amount to be shown according
6 to proof at trial.

7 131. As a further direct and legal result of the Defendants' actions and/or omissions,
8 Plaintiffs have suffered damage to real property, including the loss of vegetation, trees, and structures,
9 the creation of hydrophobic soil conditions, and a loss of use, benefit, goodwill, diminution in value,
10 and/or enjoyment of such property in an amount to be shown according to proof at trial.

11 132. As a further direct and legal result of the Defendants' actions and/or omissions,
12 Plaintiffs have suffered damage to and/or a loss of personal property, including but not limited to
13 items of peculiar value to Plaintiffs and their cherished possessions, in an amount to be shown
14 according to proof at trial.

15 133. As a further direct and legal result of the Defendants' actions and/or omissions,
16 Plaintiffs have incurred and will continue to incur expenses and other economic damages related to the
17 damage to their property, including costs relating to storage, clean-up, disposal, repair, depreciation,
18 and/or replacement of their property, and/or other related consequential damages in an amount to be
19 shown according to proof at trial.

20 134. The communities affected by the Thomas Fire are all dependent upon the safe
21 transmission and distribution of electrical power for continuous residential and commercial usage, and
22 the Defendants have contractual, statutory, and public duties to provide such electrical power in a
23 manner that promotes those individual and public interests.

24 135. The potential harms to Plaintiffs from wildfires such as the Thomas Fire were
25 objectively foreseeable both in nature and in scope, and were subjectively known to the Defendants.
26 At all relevant times, Defendants failed to properly inspect and maintain electrical infrastructure and
27 equipment, which they knew, given the then-existing and known weather, climate, and wildfire risk
28 conditions, posed a risk of serious harm to the Plaintiffs and to their real and personal property, to

1 their health and well-being, and to their businesses and livelihoods. Defendants were aware that if
2 their electrical infrastructure came into contact with vegetation subject to long-term drought
3 conditions, a fire would likely result. Defendants also knew that, given the existing and known
4 weather, climate, and fire-risk conditions, the fire was likely to pose a risk of property damage,
5 economic loss, personal injury and/or death to the general public, including the Plaintiffs.

6 136. Over the past decade, Defendant SCE has been subject to numerous fines and penalties
7 as a result of SCE's failure to abide by safety rules and regulations.

8 137. The property damage and economic losses occasioned by the Thomas Fire are the
9 direct and proximate result of the ongoing custom and practice of Defendants' election to consciously
10 disregard the safety of the public and to refuse to comply with statutes, regulations, standards and
11 rules regarding Defendants' business operations. Despite having caused death, injury and extensive
12 property damage and economic loss, the Defendants have continued to act in conscious disregard for
13 the safety and rights of others and have ratified the unsafe conduct of their employees. Plaintiffs are
14 informed and believe that no employee of the Defendants has been discharged or disciplined as a
15 result of failing and/or refusing to comply with regulations and/or as a result of injuries or property
16 damage inflicted on members of the public.

17 138. As set forth above and as will be shown according to proof, there is a high degree of
18 certainty that Plaintiffs have suffered the injuries and damages set forth herein, and that there is an
19 extremely close connection between those injuries and damages and Defendants' conduct. A high
20 degree of moral blame is attached to Defendants' conduct, and the policy of preventing future harm
21 justifies both the recognition of the existence of a duty of care owed by Defendants to all Plaintiffs
22 and the imposition of all damages described herein.

23 139. The conduct alleged against Defendants herein was malicious, willful, wanton and
24 despicable as defined by Civil Code § 3294. Such conduct subjected Plaintiffs to cruel and unjust
25 hardship in conscious disregard of their rights, constituting oppression, for which Defendants must be
26 punished by the award of punitive and exemplary damages in an amount sufficiently large to be an
27 example to others and to deter Defendants and other from engaging in similar conduct in the future.

28 140. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek

1 exemplary damages for injuries to Plaintiffs' animals as authorized by Code of Civil Procedure §
2 3340.

3 **SECOND CAUSE OF ACTION**

4 **INVERSE CONDEMNATION**

5 **(Against All Defendants)**

6 141. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
7 forth herein.

8 142. Prior to and on December 4, 2017, Plaintiffs were the owners of real property and
9 personal property located in Ventura County in the area of the Thomas Fire.

10 143. Prior to and on December 4, 2017, Defendants, and each of them, installed, owned,
11 operated, used, controlled and/or maintained power lines and other electrical equipment for the public
12 delivery of electricity, including power lines, in and around the location of the Thomas Fire.

13 144. Prior to and on December 4, 2017, as a direct and legal result of Defendants'
14 installation, ownership, operation, use, control and/or maintenance for a public use of power lines and
15 electrical equipment, Defendants' electrical lines and/or equipment came in contact with vegetation
16 and ignited the Thomas Fire, which burned in excess of 281,000 acres, including property owned and
17 occupied by the Plaintiffs. The Thomas Fire damaged and/or destroyed Plaintiffs' real and personal
18 property.

19 145. The damage to Plaintiffs' property was proximately and substantially caused by
20 Defendants' actions in that Defendants' installation, ownership, operation, use, control and/or
21 maintenance for a public use of power lines and equipment was negligent and cause the Thomas Fire.

22 146. Plaintiffs have not received adequate compensation for the damage to and/or
23 destruction of their property, which constitutes a taking or damaging of Plaintiffs' property by
24 Defendants without just compensation.

25 147. As a direct and legal result of the damages to Plaintiffs' property as described herein,
26 including loss of use and enjoyment, interference with access, diminution in value and/or
27 marketability of real property and destruction and/or damage of personal property, Plaintiffs have
28 been damaged in an amount to be shown according to proof at trial.

1 148. Plaintiffs have incurred and will continue to incur attorneys', appraisal, and
2 engineering fees and costs and/or other expert fees due to Defendants' conduct, in amounts that cannot
3 yet be ascertained, but which are recoverable in this action pursuant to Code of Civil Procedure §
4 1036.

5 **THIRD CAUSE OF ACTION**

6 **PUBLIC NUISANCE**

7 **(Against All Defendants)**

8 149. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
9 forth herein.

10 150. Plaintiffs own and/or occupy property at or near the site of Thomas Fire. At all relevant
11 times, Plaintiffs had a right to occupy, enjoy, and/or use their property without interference by the
12 Defendants.

13 151. Defendants, and each of them, owed a non-transferable, non-delegable duty to the
14 public, including Plaintiffs, to conduct their business – and specifically the maintenance and/or
15 operation of power lines, power poles and/or electrical equipment on power poles and adjacent
16 vegetation in proximity to their electrical infrastructure in Southern California – in a manner that did
17 not threaten harm or injury to the public welfare.

18 152. Defendants, by acting and/or failing to act as alleged herein, created a condition that
19 was harmful to the health of the public, including the Plaintiffs, and created a fire hazard and other
20 potentially dangerous conditions to Plaintiffs' property, which interfered with the comfortable
21 occupancy, use and/or enjoyment of Plaintiffs' property. Such interference is both substantial and
22 unreasonable.

23 153. Plaintiffs did not consent, expressly or impliedly, to the wrongful conduct of the
24 Defendants.

25 154. The hazardous condition that was created by and/or permitted to exist by Defendants
26 affected a substantial number of people at the same time within the general public, including
27 Plaintiffs, and constituted a public nuisance pursuant to Civil Code §§ 3479 and 3480 and Public
28 Resources Code § 4171. Further, the ensuing Thomas Fire constituted a public nuisance under Public

1 Resources Code § 4170.

2 155. The damaging effects of Defendants’ creation of fire hazards and the resultant Thomas
3 Fire are ongoing and affect the public at large. As a result of the fire’s location, temperature, and/or
4 duration, extensive areas of hydrophobic soils developed within the fire’s perimeter. This caused
5 significant post-fire runoff hazards to occur, including hillside erosion, debris flow hazards, and
6 sediment laden flow hazards. As a result, large quantities of ash and sediment will be deposited in
7 perennial and ephemeral watercourses. Further, there is a long term risk of mudslides and/or debris
8 flows in the area because the region has been destabilized by the Thomas Fire.

9 156. As a direct and legal result of the conduct of the Defendants, the Plaintiffs suffered
10 harm that is different from the type of harm suffered by the general public. Specifically, Plaintiffs
11 have lost the occupancy, use, and/or enjoyment of their land, real and/or personal property, including
12 but not limited to: a reasonable and rational fear that the area is still dangerous; a diminution in the fair
13 market value of their property; an impairment of the ability to sell their property; soils that have
14 become hydrophobic; exposure to an array of toxic substances on their land; the presence of “special
15 waste” on their property that requires special management and disposal; and a lingering smell of
16 smoke and/or constant soot, ash and/or dust in the air.

17 157. As a further direct and legal result of the conduct of Defendants, Plaintiffs have
18 suffered, and will continue to suffer, discomfort, anxiety, fear, worry, annoyance, and/or stress
19 attendant to the interference with Plaintiffs’ occupancy, possession, use and/or enjoyment of their
20 property.

21 158. A reasonable, ordinary person would be annoyed or disturbed by the condition created
22 by Defendants, and the resulting Thomas Fire.

23 159. Defendants’ conduct is unreasonable and the seriousness of the harm to the public,
24 including Plaintiffs, outweighs the social utility of Defendants’ conduct. There is little or no social
25 utility associated with causing the Thomas Fires and destroying one of the most beautiful and beloved
26 regions of Southern California.

27 160. The individual and/or collective conduct of Defendants set forth above that resulted in
28 the Thomas Fire is not an isolated incident, but is ongoing and/or a repeated course of conduct, and

1 Defendants’ prior conduct and/or failures have resulted in other fires and damage to the public.

2 161. The unreasonable conduct of Defendants is a direct and legal cause of the harm, injury
3 and/or damage to the public, including Plaintiffs.

4 162. Defendants have individually and/or collectively failed and refused to conduct proper
5 inspections and to properly trim, prune and/or cut vegetation in order to ensure the safe delivery of
6 electricity to residents and businesses through the operation of power lines in the affected area, and
7 Defendants’ individual and/or collective failure to do so exposed every member of the public to a
8 foreseeable danger of personal injury, death and/or loss or destruction of real and personal property.

9 163. Defendants’ conduct therefore constitutes a public nuisance within the meaning of
10 Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of Civil Procedure
11 § 731. Under Civil Code § 3493, Plaintiffs have standing to maintain an action for public nuisance
12 because the nuisance is especially injurious to Plaintiffs in that it is injurious and/or offensive to the
13 senses of the Plaintiffs, unreasonably interferes with the comfortable enjoyment of their property
14 and/or unlawfully obstructs the free use, in the customary manner, of their property.

15 164. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants, and
16 each of them, stop continued violation of: (1) General Order No. 95, Rules 31.1–31.5, 35, 38, 43, 43.2,
17 44.1–44.4, 48 and 48.1; (2) General Order No. 165; (c) Public Resources Code §§ 4292, 4293 and
18 4435; and (d) Public Utilities Code § 451. Plaintiffs also seek an order directing Defendants to abate
19 the existing and continuing nuisance described above.

20 **FOURTH CAUSE OF ACTION**

21 **PRIVATE NUISANCE**

22 **(Against All Defendants)**

23 165. Plaintiffs incorporate and re-allege by reference each of the paragraphs set forth as
24 though fully set forth herein.

25 166. Plaintiffs own and/or occupy property at or near the site of the Thomas Fire. At all
26 relevant times herein, Plaintiffs had a right to occupy, enjoy, and/or use their property without
27 interference by Defendants.

28 167. Defendants’ actions, conduct, omissions, negligence, trespass and/or failure to act

1 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' property, invaded
2 the right of Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of their property,
3 causing Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance pursuant
4 to Civil Code § 3479.

5 168. As a direct and proximate result of Defendants' conduct, Plaintiffs sustained losses and
6 damages, including but not limited to damage to property, discomfort, annoyance, and emotional
7 distress, the amount of which will be proven at trial.

8 169. As a further direct and proximate result of Defendants' conduct, Plaintiffs seek the
9 reasonable cost of repair or restoration of the property to its original condition and/or loss-of-use
10 damages, as allowed under Civil Code § 3334.

11 170. Defendants' conduct was willful and wanton, and done with a conscious contempt and
12 disdain for the disastrous consequences that Defendants knew could occur as a result of their
13 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, and therefore,
14 Plaintiffs seek the recovery of punitive and exemplary damages against Defendants, as set forth
15 herein.

16 **FIFTH CAUSE OF ACTION**

17 **PREMISES LIABILITY**

18 **(Against All Defendants)**

19 171. Plaintiffs incorporate and re-allege by reference each of the paragraphs set forth as
20 though fully set forth herein.

21 172. Defendants, and each of them, were the owners of an easement and/or real property in
22 the area of the origins of the Thomas Fire and/or were the owners of the power lines upon said
23 easement(s) and/or right(s) of way.

24 173. Defendants, and each of them, acted wantonly, unlawfully, carelessly, recklessly,
25 and/or negligently in failing to properly inspect, manage, maintain, and/or control the vegetation near
26 their power lines along the real property and easement(s), allowing an unsafe condition presenting a
27 foreseeable risk of fire danger to exist on said property.

28 174. As a direct and legal result of the wrongful acts and/or omissions of the Defendants,

1 and each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth
2 herein.

3 175. Defendants' conduct was willful and wanton, and done with a conscious contempt and
4 disdain for the disastrous consequences that Defendants knew could occur as a result of their
5 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, and therefore,
6 Plaintiffs seek the recovery of punitive and exemplary damages against Defendants, as set forth
7 herein.

8 **SIXTH CAUSE OF ACTION**

9 **TRESPASS**

10 **(Against All Defendants)**

11 176. Plaintiffs incorporate and re-allege by this reference each of the paragraphs set forth as
12 though fully set forth herein.

13 177. At all times relevant herein, Plaintiffs were the owners, tenants, and/or lawful
14 occupants of property damaged by the Thomas Fire.

15 178. Defendants, and each of them, in wrongfully acting and/or failing to act in the manner
16 set forth above, caused the Thomas Fire to ignite and/or spread out of control, causing harm, damage,
17 and/or injury to Plaintiffs, resulting in a trespass upon Plaintiffs' property interests.

18 179. Plaintiffs did not grant permission for Defendants to wrongfully act in a manner so as
19 to cause the Thomas Fire, and thereby produce fires which spread and wrongfully entered upon
20 Plaintiffs' property, resulting in the harm, injury, and/or damage alleged herein.

21 180. As a direct and legal result of the wrongful conduct of the Defendants, and each of
22 them, which led to the trespass, Plaintiffs have suffered and will continue to suffer damages as set
23 forth above, in an amount according to proof at trial.

24 181. As a further direct and legal result of the wrongful conduct of the Defendants,
25 Plaintiffs, whose land was under cultivation, and was used for raising livestock or was intended to be
26 used for raising livestock, have hired and retained counsel to recover compensation for loss and
27 damage and are entitled to recover all attorney's fees, expert fees, consultant fees, and litigation costs
28 and expenses, as allowed under Code of Civil Procedure § 1021.9.

1 182. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek treble
2 damages for injuries to trees or timber on Plaintiffs' property as allowed under Code of Civil
3 Procedure § 733.

4 183. As a further direct and legal result of the conduct of the Defendants, Plaintiffs seek
5 exemplary damages for injuries to Plaintiffs' animals as allowed under Code of Civil Procedure §
6 3340.

7 184. As a further direct and legal result of the conduct of the Defendants, Plaintiffs seek
8 double or treble damages for the negligent, willful, and wrongful injuries to timber, trees, or
9 underwood on their property, as authorized by Civil Code § 3346.

10 185. Defendants' conduct was willful and wanton, and done with a conscious contempt and
11 disdain for the disastrous consequences that Defendants knew could occur as a result of their
12 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, and therefore,
13 Plaintiffs seek the recovery of punitive and exemplary damages against Defendants, as set forth
14 herein.

15 **SEVENTH CAUSE OF ACTION**

16 **PRIVATE ACTION PURSUANT TO PUBLIC UTILITIES CODE § 2106**

17 **(Against All Defendants)**

18 186. Plaintiffs incorporate and re-allege each of the paragraphs set forth above as though
19 fully set forth herein.

20 187. Public Utilities Code § 2106 creates a private right of action against "[a]ny public
21 utility which does, causes to be done, or permits any act, matter, or thing prohibited or declared
22 unlawful, or which omits to do any act, matter, or thing required to be done, either by the Constitution,
23 any law of this State, or any order or decision of the commission"

24 188. As a Public Utility, Defendants at all times herein had a duty to properly design,
25 construct, operate, maintain, inspect, and manage its electrical infrastructure as well as trim trees and
26 vegetation in compliance with all relevant provisions of applicable orders, decisions, directions, rules
27 or statutes, including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5,
28 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure §

1 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

2 189. The violation of a legislative enactment or administrative regulation which defines a
3 minimum standard of conduct is unreasonable per se.

4 190. Defendants, and each of them, violated the above listed requirements, by: (a) failing to
5 service, inspect or maintain electrical infrastructure, structures and vegetation affixed to and in close
6 proximity to high voltage electrical lines; (b) failing to provide electrical supply systems of suitable
7 design; (c) failing to construct and to maintain such systems for their intended use of safe transmission
8 of electricity considering the known condition of the combination of the dry season and vegetation of
9 the area, resulting in Plaintiffs being susceptible to the ignition and spread of fire and the fire hazard
10 and danger of electricity and electrical transmission and distribution; (d) failing to properly design,
11 construct, operate, maintain, inspect and manage its electrical supply systems and the surrounding arid
12 vegetation resulting in said vegetation igniting and accelerating the spread of the fire; (e) failing to
13 properly safeguard against the ignition of fire during the course and scope of employee work on behalf
14 of the Defendants; and (f) failing to comply with the enumerated legislative enactments and
15 administrative regulations.

16 191. Defendants, and each of them, proximately and substantially caused the destruction,
17 damage, and injury to Plaintiffs by their violations of applicable orders, decisions, directions, rules or
18 statutes, including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35,
19 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733;
20 (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 4511.

21 192. Plaintiffs were and are within the class of persons for whose protection applicable
22 orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those stated
23 in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General
24 Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and
25 4435; and (e) Public Utilities Code § 451.

26 193. As alleged herein according to proof, Defendants are liable to Plaintiffs for all losses,
27 damages and injuries caused by and resulting from Defendants' violation of applicable orders,
28 decisions, directions, rules or statutes were adopted, including, but not limited to, those stated in: (a)

1 General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order
2 No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and
3 (e) Public Utilities Code § 451.

4 194. Defendants' conduct was willful and wanton, and done with a conscious contempt and
5 disdain for the disastrous consequences that Defendants knew could occur as a result of their
6 dangerous conduct. As such, Defendants acted with malice towards Plaintiffs, and therefore, Plaintiffs
7 seek the recovery of punitive and exemplary damages against Defendants, as set forth herein.

8 **EIGHTH CAUSE OF ACTION**

9 **VIOLATION OF HEALTH & SAFETY CODE § 13007**

10 **(Against All Defendants)**

11 195. Plaintiffs incorporate and re-allege each of the paragraphs set forth above as though
12 fully set forth herein.

13 196. By engaging in the acts and/or omissions alleged herein, Defendants, and each of them,
14 willfully, negligently, carelessly, recklessly, and/or in violation of law, set fire to and/or allowed fire
15 to be set to the property of another in violation of Health & Safety Code § 13007.

16 197. As a direct and legal result of Defendants' violation of Health & Safety Code § 13007,
17 Plaintiffs suffered recoverable damages to property under Health & Safety Code § 13007.21 and
18 continue to suffer the injuries and damages described herein.

19 198. As a further direct and legal result of the Defendants, and each of them, violating
20 Health & Safety Code § 13007, Plaintiffs are entitled to reasonable attorney's fees pursuant to Code of
21 Civil Procedure § 1021.9.

22 199. As a direct and legal result of the wrongful acts and/or omissions of the Defendants,
23 Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth herein.

24 200. Defendants' conduct was willful and wanton, and done with a conscious contempt and
25 disdain for the disastrous consequences that Defendants knew could occur as a result of their
26 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, and therefore,
27 Plaintiffs seek the recovery of punitive and exemplary damages against Defendants, as set forth
28 herein.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VII.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs pray for relief against SCE, EDISON and DOES 1-100, and each of them, as set forth below:

From all Defendants for Inverse Condemnation:

1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;
2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs’ real and/or personal property;
3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related displacement expenses;
4. Loss of perennial and annual crops;
5. All costs of suit, including attorneys’ fees where appropriate, appraisal fees, engineering fees, and related costs;
6. Prejudgment interest according to proof; and
7. For such other and further relief as the Court shall deem proper, all according to proof.


From all Defendants for Negligence, Public Nuisance, Private Nuisance, Premises Liability, Trespass, Private Action Pursuant to *Public Utilities Code* § 2106 and Violation of *Health & Safety Code* § 13007:

1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;
2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs’ real and/or personal property;
3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related displacement expenses;
4. Loss of perennial and annual crops;
5. Past and future medical expenses and incidental expenses according to proof;

- 1 6. Treble damages for wrongful injuries to timber, trees, or underwood on Plaintiffs' property as allowed under Civil Code § 3346;
- 2
- 3 7. Treble damages in an amount according to proof for injuries to trees as allowed under
- 4 Code of Civil Procedure § 733;
- 5 8. Exemplary damages in an amount according to proof pursuant to Civil Code § 3294;
- 6 9. Exemplary damages in an amount according to proof for wrongful injuries to animals
- 7 pursuant to Civil Code § 3340;
- 8 10. Exemplary damages in an amount according to proof pursuant to Public Utilities Code
- 9 § 2106;
- 10 11. General damages for fear, worry, annoyance, disturbance, inconvenience, mental
- 11 anguish, emotional distress, loss of quiet enjoyment of property, personal injury, and
- 12 for such other and further relief as the Court shall deem proper, all according to proof;
- 13 12. Imposition of a permanent injunction ordering that Defendants, and each of them, stop
- 14 continued violation of: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2,
- 15 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Public Resources Code §§
- 16 4292, 4293, and 4435; and (d) Public Utilities Code § 451.
- 17 13. Issuance of an order directing Defendants to abate the existing and continuing
- 18 nuisance they created;
- 19 14. Attorneys' fees, expert fees, consultant fees, and litigation costs and expense pursuant
- 20 to Code of Civil Procedure § 1021.9;
- 21 15. For all costs of suit incurred;
- 22 16. Prejudgment interest according to proof; and
- 23 17. For such other and further relief as the Court shall deem proper, all according to proof.

24 DATED: March 14, 2018

PANISH, SHEA & BOYLE LLP

25
26 BY: 
27 RAHUL RAVIPUDI
28 LYSSA ROBERTS
Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


VIII.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury as to all causes of action.

DATED: March 14, 2018

PANISH, SHEA & BOYLE LLP

BY: 

RAHUL RAVIPUDI
LYSSA ROBERTS
Attorneys for Plaintiffs