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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

**CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court**

**DEC 13 2018**

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By Shaunya Bolden, Deputy

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**18ST CV08285**

JENNIE WATERHOUSE PIETRO individual;  
CAROL BRETONNE, individually and as  
Trustee of the CAROL BRETONNE TRUST,

Plaintiffs,

v.

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

Defendants.

Case No.

**COMPLAINT FOR DAMAGES AND  
DECLARATORY RELIEF**

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*

BY FAX

**DEMAND FOR JURY TRIAL**

1 COME NOW, the Plaintiffs JENNIE WATERHOUSE PIETRO, an individual, and CAROL  
2 BRETONNE, individually and as Trustee of the CAROL BRETONNE TRUST, 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 and  
8 EDISON INTERNATIONAL’S (collectively “SCE”) repeated and willful disregard for public  
9 safety in failing to manage the risks associated with the operation of their facilities and equipment.

10 2. SCE’s refusal to accept responsibility for assessing the effectiveness of its risk  
11 management practices to prevent catastrophic wildfires is exacerbated by the fact that those charged  
12 with managing wildfire risks choose to willfully ignore the lessons learned in recent years during  
13 well-known and anticipated fire conditions, including the incredibly destructive and deadly Thomas  
14 Fire. Such events have exposed serious problems with the efficacy of the practices SCE relies on to  
15 prevent wildfires.

16 3. A well-documented example of SCE’s attempted coverup of its willful  
17 mismanagement is the 2011 event in the San Gabriel Valley. In 2011, there was a wind event in the  
18 San Gabriel Valley resulting in the failure of nearly 250 wood poles and over 1,000 overhead  
19 conductors. The Consumer Protection and Safety Division (“CPSD”) of the California Public  
20 Utilities Commission (“CPUC”) investigated the cause of the failed poles, SCE’s restoration effort,  
21 and SCE’s communication with the general public and governmental agencies during the incident.  
22 CPSD determined that many of the poles that were downed or damaged had been in blatantly poor  
23 condition as a result of failed maintenance and inspection processes, including that at least 20 of the  
24 poles were overloaded with cables and equipment prior to the wind event and 17 guy wires (cables  
25 that add support to the power pole) did not meet safety requirements.

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*Rotten SCE power pole downed in 2011 wind storm in San Gabriel Valley*



*Aftermath of 2011 San Gabriel Valley windstorm*

1           4.       Equally as troubling, CPSD’s investigative efforts were limited because SCE  
2 destroyed many poles before the CPSD could inspect them. Because of SCE’s willful destruction of  
3 evidence, the CPSD concluded that it would have found many more violations had they been given  
4 the chance to inspect the destroyed poles.

5           5.       As a result of this and other longstanding events, the Plaintiffs are informed and  
6 believe that in or around 2013, SCE made the conscious decision to change its maintenance practices  
7 to a “Run to Failure” (“RTF”) model. “Run to Failure” means that instead of requiring and  
8 implementing preventative maintenance for its electrical facilities, SCE relies entirely on reactive  
9 maintenance, i.e. only responding when its equipment fails. This model allows SCE to spend much  
10 less money on infrastructure improvements and prudent management practices which allows for  
11 more and more profits for its shareholders year after year, while risking the safety and well-being  
12 of Californians.

13           6.       Plaintiffs are informed and believe that SCE’s RTF model led directly to the ignition  
14 of the Thomas Fire in December 2017. Indeed, in 2015, SCE identified a power pole at Koenigstein  
15 Road, the source of the ignition of the Thomas Fire, as needing to be replaced. Despite identifying  
16 the need, SCE chose not to replace the pole and let it run to failure. On December 4, 2017, during  
17 extreme wind and fire conditions (known to SCE well in advance of December 4), the dilapidated  
18 power pole that SCE ignored years earlier foreseeably failed, causing an explosion and a shower of  
19 sparks that ignited the Thomas Fire. The fire rapidly spread and became the largest wildfire in  
20 California history at that time. The fire was so powerful that it transformed the soil into a dense,  
21 water-repellant surface, setting the stage for the horrific debris flows in Montecito a month later.  
22 Twenty-two men, women and children perished as a direct result of SCE’s conscious disregard of  
23 safety and its tremendously dangerous RTF maintenance strategy.

24           7.       Per its “Run to Fail” protocol, immediately after the Thomas Fire, SCE finally came  
25 to Koenigstein Road and replaced the pole.

26           8.       The devastation caused by the Thomas Fire made clear that California could not  
27 afford SCE’s unabated corporate culture of purposeful decision-making placing its own massive  
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1 profits over public safety. But SCE did not learn from the calamities experienced by the victims of  
2 2017 wildfires and 2018 debris flows. Instead, SCE spent millions of dollars on media advertising  
3 in 2018, diverting funds from infrastructure and vegetation management improvements.

4         9.         In light of these egregious acts and omissions, it is not surprising that SCE’s practices  
5 soon led to additional death and destruction. On November 8, 2018, the Woolsey Fire ignited  
6 beneath SCE’s power lines in Simi Valley, quickly engulfing over 98,000 acres in Ventura and Los  
7 Angeles counties. The fire’s destructive toll somehow surpassed that of the Thomas Fire by  
8 incinerating over 1,600 structures and damaging hundreds of others. Victims have been left  
9 homeless. Three civilians have died.

10         10.         According to Cal Fire, the Woolsey Fire started at approximately 2:24 p.m. near E  
11 Street and Alfa Road on the Rocketdyne facility in Simi Valley. Several hours later, at 8:12 p.m.,  
12 Defendant SCE sent an “Electric Safety Incident Report” to the California Public Utilities  
13 Commission (“CPUC”) stating that the Chatsworth substation suffered an outage at the “big Rock  
14 16kV circuit” at 2:22 p.m., two minutes before the Woolsey Fire begun. The substation is located  
15 in the area of Alfa Road in unincorporated Ventura County, just a few miles north of Bell Canyon,  
16 where dozens of homes burned later that day.



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*Residents attempt to evacuate along Pacific Coast Highway as Woolsey Fire burns*

1           11.       Pushed by the Santa Ana winds, the fire raced south through chaparral-covered steep  
 2 canyons towards Pacific Coast Highway and Malibu where it destroyed hundreds of homes. It  
 3 caused widespread power outages, road and school closures, and forced nearly 300,000 residents to  
 4 be evacuated and local businesses to be shut down.

5           12.       In a letter to the Public Utilities Commission dated December 6, 2018, SCE  
 6 acknowledged that on November 8, 2018 “under conditions of high winds and low humidity, with  
 7 Red Flag Warning ... in effect,” its Big Rock 16kV circuit signaled a problem. Upon inspection, a  
 8 guy wire was discovered in proximity to a jumper at a lightweight tubular steel pole. Cal Fire  
 9 investigators confiscated SCE’s facilities from the scene, including multiple guy wires, the jumper,  
 10 communication wires, and a pole top. Equipment failures and overloaded, dilapidated utility poles  
 11 are extraordinarily dangerous, but shamefully common, under SCE’s purposeful RTF system of  
 12 maintenance.



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 23       *Newscast aerial view reporting start of the Woolsey Fire*

24           13.       SCE’s callous and despicable disregard for the safety of California communities is  
 25 underscored by its diversion of necessary safety-related expenditures into funding corporate  
 26 bonuses, boosting shareholder profits, and/or running advertising campaigns, while ignoring the  
 27 serious and irreparable nature of the public safety threat posed by its aging infrastructure and  
 28 ineffective vegetation management practices. The people of California have paid for this corporate

1 greed with the lives of their loved ones, their homes, and their most cherished belongings.

2 **II.**

3 **JURISDICTION AND VENUE**

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

9 15. Venue is proper in this County pursuant to California Code of Civil Procedure §  
10 395.5 because at all relevant times, Defendants, and each of them, have had their principal place of  
11 business in the County of Los Angeles.

12 **III.**

13 **THE PLAINTIFFS**

14 16. Plaintiff JENNIFER WATERHOUSE PIETRO (“PIETRO”) is an individual who, at  
15 all relevant times was a resident of the County of Los Angeles. On or about November 8, 2018,  
16 PIETRO was the owner of the real property located at 5763 Busch Drive, Malibu, California 90265  
17 (“PROPERTY”). PIETRO resided at the PROPERTY with her husband and children at all relevant  
18 times.

19 17. Plaintiff CAROL BRETONNE (“BRETONNE”) is an individual who, at all relevant  
20 times was a resident of the County of Los Angeles. BRETONNE is the trustee of the CAROL  
21 BRETONNE TRUST. On or about November 8, 2018, the CAROL BRETONNE TRUST was the  
22 owner of the PROPERTY. BRETONNE resided at the PROPERTY at all relevant times.

23 18. The Woolsey Fire completely destroyed the PROPERTY, including Plaintiffs’ home  
24 and guest house and all of their treasured belongings and family heirlooms. Plaintiffs were forced  
25 to evacuate the home where they resided for over 20 years. Plaintiffs have sustained great emotional  
26 distress due to the destruction of the PROPERTY and having been forced to flee as the Woolsey  
27 Fire approached, incinerating everything in its way.

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IV.**THE DEFENDANTS****A. The SCE Defendants**

19. At all times herein mentioned, SOUTHERN CALIFORNIA EDISON and EDISON INTERNATIONAL (collectively “SCE Defendants”) were corporations authorized to do business and doing business in the State of California, with their principal place of business in the County of Los Angeles, State of California. Defendant EDISON INTERNATIONAL (“EDISON”) is an energy-based holding company headquartered in Rosemead, California, and it is the parent company of Defendant SOUTHERN CALIFORNIA EDISON (“SCE”). Subsidiaries of EDISON provide customers with public utility services, and services related to the generation of energy, generation of electricity, transmission of electricity and natural gas, and the distribution of energy.

20. SCE is both an “Electrical Corporation” and a “Public Utility” pursuant to, respectively, Sections 218(a) and 216(a) of the California Public Utilities Code. SCE is in the business of providing electricity to the residents and businesses of Central, Coastal and Southern California and, more particularly, to Plaintiffs’ residence, business, and property through a network of electrical transmission and distribution lines.

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

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

23. The SCE Defendants have at least \$1 billion in wildfire insurance.

1           24.     At all relevant times, the SCE Defendants were suppliers of electricity to members  
2 of the public. As part of supplying electricity to members of the public, SCE installed, constructed  
3 built, maintained, and/or operated overhead power lines, together with supporting poles and  
4 appurtenances, for the purpose of conducting electricity for delivery to members of the general  
5 public. Furthermore, Plaintiffs are informed and believe that SCE is responsible for maintaining  
6 vegetation near, around and in proximity to their electrical equipment in compliance with State and  
7 Federal Regulations, specifically including, but not limited to, Public Resource Code §§ 4292 and  
8 4293, California Public Utilities Commission (“CPUC”) General Order Nos. 95 and 165.

9           25.     Plaintiffs are informed and believe and thereon allege that the SCE Defendants are  
10 jointly and severally liable for each other’s negligence, misconduct and wrongdoing, as alleged  
11 herein, in that:

- 12           (a)     The SCE Defendants operate as a single business enterprise operating out of  
13 the same building located at 2244 Walnut Grove Ave., Rosemead, California  
14 for the purpose of effectuating and carrying out SCE’s business and operations  
15 and/or for the benefit of EDISON;
- 16           (b)     The SCE Defendants do not operate as completely separate entities, but rather,  
17 integrate their resources to achieve a common business purpose;
- 18           (c)     SCE is so organized and controlled, and its decisions, affairs and business so  
19 conducted as to make it a mere instrumentality, agent, conduit or adjunct of  
20 EDISON;
- 21           (d)     SCE’s income results from function integration, centralization of management,  
22 and economies of scale with EDISON;
- 23           (e)     The SCE Defendants’ officers and management are intertwined and do not act  
24 completely independent of one another;
- 25           (f)     The SCE Defendants’ officers and managers act in the interest of SCE as a  
26 single enterprise;

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- (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;
- (n) The SCE Defendants have unified accounting policies and practices dictated by EDISON and/or common or integrated accounting organizations or personnel;
- (o) The SCE Defendants are represented by common legal counsel;
- (p) EDISON’s officers, directors, and other management make policies and decisions to be effectuated by SCE and/or otherwise play roles in providing directions and making decisions for SCE;
- (q) EDISON’s officers, directors, and other management direct certain financial decisions for SCE, including the amount and nature of capital outlays;

- 1 (r) EDISON's written guidelines, policies, and procedures control SCE's  
2 employees, policies and practices;
- 3 (s) EDISON files consolidated earnings statements factoring in all revenue and  
4 losses from SCE, as well as consolidated tax returns, including those seeking  
5 tax relief, and/or without limitation
- 6 (t) EDISON generally directs and controls SCE's relationship with, requests to,  
7 and responses to inquiries from the CPUC and uses such direction and control  
8 for the benefits of EDISON.

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

13 **B. The Doe Defendants**

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

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

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

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

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1 facilities...as are necessary to promote the safety, health, comfort, and convenience of its patrons,  
2 employees, and the public.”

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

7 38. Further, Defendants must follow several standards to protect the public from the  
8 consequences of vegetation and/or trees coming into contact with their power lines and other  
9 electrical equipment. Pursuant to Public Resources Code § 4292, Defendants are required to  
10 “maintain around adjacent to any pole or tower which supports a switch, fuse, transformer, lighting  
11 arrester, line junction, or dead end or corner pole, a firebreak which consists of clearing not less than  
12 10 feet in each direction from the outer circumference of such pole or tower.”

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

18 40. Pursuant to CPUC General Order 165, Defendants are also required to inspect their  
19 distribution facilities to maintain safe and reliable electric systems. Specifically, Defendants must  
20 conduct “patrol” inspections of all their overhead facilities annually in Extreme or Very High Fire  
21 areas, which includes Los Angeles County and Ventura County.<sup>1</sup>

22 41. Defendants are required to inspect wooden utility poles once the poles have been in  
23 service for 15 years, with intrusive inspections of the poles themselves within ten years.<sup>2</sup>

24 42. Defendants knew or should have known that these statutory and regulatory standards  
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26 <sup>1</sup> CPUC General Order 165, Table 1,

27 [http://www.docs.cpuc.ca.gov/PUBLISHED/GENERAL\\_ORDER/159182.htm](http://www.docs.cpuc.ca.gov/PUBLISHED/GENERAL_ORDER/159182.htm)

28 <sup>2</sup> 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](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work/PPDUtilityPole.pdf)

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

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

12 44. Further, Defendants are acutely aware that they had and have a duty to identify,  
13 assess and mitigate wildfire risks, and in particular to monitor severe weather conditions that pose  
14 an increased risk of a wildfire.

15 45. To wit, in November 2015, SCE not only acknowledged this duty, but represented to  
16 the California State Senate Subcommittee on Gas, Electric, and Transportation Safety that a number  
17 of its “existing practices” had been “enhanced and new activities adopted since 2007 to further  
18 improve SCE’s ability to manage wildfire risk.”<sup>3</sup> Namely, SCE described a pilot program for the  
19 implementation of early fire-detection technology known as the “FlameSniffer” in Santa Barbara  
20 County. The FlameSniffer was described by SCE as having the ability to “immediately detect the  
21 onset of fire from any ignition source: lightning strike, arson, or power-line arcing or accidental  
22 ignition.”<sup>4</sup> SCE touted the benefits of this technology as follows: “FlameSniffer’s ability to provide  
23 traditional weather observation data AND fire/heat/arc notification and observation allows SCE to  
24 take real-time operational measures to minimize fire ignitions... The combined use of existing  
25 weather observation data from the [National Weather Service] and the new FlameSniffer devices

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27 <sup>3</sup> Southern California Edison, Senate Informational Hearing: Wildfire Safety at p. 10, Nov. 18, 2015,  
[http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15\\_edison\\_testimony.pdf](http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15_edison_testimony.pdf)

28 <sup>4</sup> Id. at p. 12

1 gives SCE both predictive and enhanced response capabilities to wildland fire incidents.”

2 46. Further, SCE represented to the Senate subcommittee that this technology: (1)  
3 provides 24-hour, unmanned fire detection and vital ground-based intelligence for managing the  
4 wildland urban interface; (2) has a built-in camera that takes photos every 17 seconds once an  
5 ignition source is detected, providing real-time visual information of its surrounding area; (3)  
6 streams live micro-climate information, providing more weather condition information than  
7 traditional remote automated weather stations; and (4) enables fire agencies to provide rapid  
8 response to contain and/or extinguish incipient-stage wildfires before they become too large to fight  
9 with initial attack resources.<sup>5</sup>

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

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

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

20 **B. Defendants’ Awareness of the Foreseeable Risk of Wildfire and Consequence of Failing**  
21 **to Manage Such Risk**

22 50. California’s drought years increased the risk of wildfire and consequently heightened  
23 Defendants’ duty of care in the prevention of wildfires. At all relevant times, Defendants were aware  
24 that the State of California had been in a multi-year period of drought. Defendants were also aware  
25 that Los Angeles and Ventura counties frequently experience “Santa Ana” wind conditions, which  
26 are highly conducive to the spread of wildfires. The Santa Ana winds are a regular and foreseeable  
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28 <sup>5</sup> Id.

1 part of life in Southern California at the time of year the Woolsey Fire was ignited. Anyone who  
2 lives or works in Southern California is familiar with this type of extreme wind event.

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

11 52. Although the Governor issued an Executive Order in April 2017 ending the Drought  
12 State of Emergency, the declaration directed state agencies to "continue response activities that may  
13 be needed to manage the lingering drought impacts to people and wildlife." The California Tree  
14 Mortality State of Emergency issued in October 2015 by Governor Brown regarding the bark beetle  
15 infestation and resulting tree mortality remained in effect. The CPUC had not rescinded ESRB-4,  
16 and work by the utilities to comply with it and the Tree Mortality Emergency was ongoing.

17 53. Moreover, at least as of November 2015, SCE had identified and was aware that its  
18 electrical facilities were located in areas where, due to environmental and/or weather conditions,  
19 they posed an increased risk of wildfires, including that approximately 75% of SCE's territory was  
20 in a designated "High Fire" area; 640,000 trees within SCE's territory were located in "High Fire"  
21 areas; and 993 SCE circuits were in "High Fire" areas.<sup>6</sup>

22 54. According to records maintained by Cal Fire, electrical equipment was responsible  
23 for starting 350 wildfires in the Southern California region during 2015, the latest year such statistics  
24 have been published.<sup>7</sup> Thus, Defendants, and each of them, knew of the foreseeable danger of  
25 wildfire when their power lines came into contact with vegetation.

26 \_\_\_\_\_  
27 <sup>6</sup> Southern California Edison, Senate Informational Hearing: Wildfire Safety, Nov. 18, 2015,  
[http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15\\_edison\\_testimony.pdf](http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15_edison_testimony.pdf)

28 <sup>7</sup> Historical Wildfire Activity Statistics (Redbooks), Cal Fire, available at  
[http://www.fire.ca.gov/fire\\_protection/fire\\_protection\\_fire\\_info\\_redbooks\\_2015](http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks_2015)

1           55.     In May 2016, the CPUP adopted Fire Map 1, which is a map that “depicts areas of  
2 California where there is an elevated hazard for ignition and rapid spread of power line fires due to  
3 strong winds, abundant dry vegetation, and other environmental conditions.”<sup>8</sup> Ventura County is  
4 designated on this map as an “Extreme” and “Very High” fire threat. The area in and around the  
5 Woolsey Fire is both red and orange, indicating the highest level of elevated hazard for the “ignition  
6 and rapid spread of power line fires due to strong winds, abundant dry vegetation and/or other  
7 environmental conditions.”

8           56.     Defendants were put on notice by the publication of this Fire Map in May 2016, and  
9 therefore knew well in advance of the Woolsey Fire of the elevated fire risk in Ventura County and  
10 Los Angeles County for “ignition and rapid spread of power line fires due to strong winds, abundant  
11 dry vegetation, and/or other environmental conditions.”

12           57.     On November 8, 2017, the CPUC published its “Proposed Decision of Commission  
13 Picker,” which adopted the “Decision Adopting Regulations to Enhance Fire Safety In the High  
14 Fire-Threat District.” This Decision adopted new regulations by the CPUC to enhance fire safety of  
15 overhead electrical power lines and communications lines located in high fire-threat areas following  
16 the devastating Northern California fire.

17           58.     On November 6, 2018, the National Weather Service issued a “Red Flag Warning”  
18 for Ventura and Los Angeles counties.

19           59.     The CPUC has authorized SCE and other utilities to temporarily shut down power  
20 grids in high fire-threat areas to prevent wildfire. On November 6, 2018, SCE activated its  
21 Emergency Operations Center and began its 48-hour notification program to government officials,  
22 emergency management agencies, fire chiefs and customers in Agoura Hills, Agoura, Chatsworth,  
23 Malibu, Simi Valley and other areas that “due to meteorological forecasts of dangerous high winds  
24 in designated Red Flag high risk fire area, SCE has now determined” that approximately “27,000  
25 customers are being notified today of possible power shut-offs in portions of these communities.”  
26

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27           <sup>8</sup> See, CPUC Fire Map Depicts Areas of Elevated Hazards In State: First Step in Creation of Tools to Help  
28 Manage Resources, Cal. Public Utilities Commission, 05/26/2016, available at:  
[http://frap.fire.co.gov/data/frapgismaps/pdfs/fthreat\\_map.pdf](http://frap.fire.co.gov/data/frapgismaps/pdfs/fthreat_map.pdf)

1 Despite knowledge of the risk, SCE elected not to shut off circuits, including its Big Rock 16kV  
2 circuit, on November 8, 2018, which resulted in ignition of the Woolsey Fire.

3           60. Prior to the Woolsey Fire, SCE was well aware of the catastrophic consequences of  
4 failing to de-energize its powerlines during conditions of high fire danger and red-flag warnings.  
5 Little more than a year has passed since the destruction caused by the Thomas Fire. Indeed, SCE  
6 has admitted that its electrical equipment was associated with at least one of two points of origin of  
7 the Thomas Fire, which burned over 281,000 acres and destroyed 1,063 structures. In the face of  
8 this predictable risk, SCE decided not to take the simple and easy fail safe step of flipping the switch  
9 and shutting off power to the circuits in areas of extreme wildfire danger so that its overhead  
10 electrical equipment, which has proven to be a likely source of wildfires (and potentially the most  
11 prevalent cause of wildfires in California) would not serve as the spark to yet another deadly and  
12 destructive wildfire.

13           61. Moreover, the equipment that sparked the Thomas Fire at the end of 2017 was  
14 identified by SCE in 2015 as requiring replacement – nearly two years before the Thomas Fire  
15 ignited. Despite this knowledge and in the face of the risk its dilapidated equipment posed to public  
16 safety, SCE continued with its “Run to Failure” maintenance model and failed to take adequate  
17 precautions to prevent its equipment from sparking the Woolsey Fire.

18           62. The Woolsey Fire was an inevitable byproduct of SCE’s willful and conscious  
19 disregard of public safety. SCE, although mandated to do so, failed to identify, inspect, manage  
20 and/or control vegetation growth near its power lines and/or other electrical equipment. This created  
21 a clear and present danger of trees and/or other vegetation coming into contact with SCE’s power  
22 lines and/or other electrical equipment and causing electrical problems. Further, SCE failed to  
23 construct, manage, track, monitor, maintain, replace, repair and/or improve its transmission and  
24 distribution lines, appurtenant equipment, poles, transformers, conductors, insulators, “jumper”  
25 cables, reclosers and/or other electrical equipment, despite being aware that its infrastructure was  
26 unsafe, aging and/or vulnerable to environmental conditions. SCE’s risk mitigation systems were  
27 knowingly ineffective in assessing deficiencies in its wildfire safety programs, vegetation  
28

1 management programs, and maintenance and inspection programs. Moreover, SCE’s officers,  
 2 employees and/or agents abdicated their responsibility of oversight, auditing and/or evaluation of  
 3 mitigation measures used to prevent against the risk of wildfires caused by operation of its  
 4 equipment.

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

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

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

10 64. 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).<sup>9</sup>

14 65. Plaintiffs are informed and believe that most of SCE’s poles were installed just after  
 15 World War II.<sup>10</sup> While the methods used to measure safety since that time have changed, SCE has  
 16 not brought the older poles into compliance with modern standards.

17 66. 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  
 21 is more likely to spread in a high-wind area” and “[i]f a pole fails in service, wildfires are more  
 22 likely to start in high-fire regions...”<sup>11</sup>

23 67. In 2017, the CPUC ordered that the creation of a shared database be investigated

24 \_\_\_\_\_  
 25 <sup>9</sup> Southern California Edison, Senate Informational Hearing: Wildfire Safety, Nov. 18, 2015,  
[http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15\\_edison\\_testimony.pdf](http://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15_edison_testimony.pdf)

26 <sup>10</sup> Inspecting and Upgrading Utility Poles (SCE Pamphlet), <http://www.sce.com/wps/wcm/connect/55d4ff43-9d3e-4d37-9e70-02cd51867efa/PoleLoadingProgramFactSheet.pdf?MOD=AJPERES>

27 <sup>11</sup> Safety Model Assessment Before the Public Utilities Commission of the State of California (may 2015),  
 Prepared by SCE,  
 28 [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 specifically to address the problems with SCE’s infrastructure that caused the 2007 Malibu Canyon  
 2 Fire and the electrical problems in the 2011 Windstorms:

3 Poorly maintained poles and attachments have caused substantial  
 4 property damage and repeated loss of life in this State. Unauthorized  
 5 pole attachments are particularly problematic. A pole over loaded with  
 6 unauthorized equipment collapsed during windy conditions and started  
 7 the Malibu Canyon Fire of 2007, destroying and damaging luxury  
 8 homes and burning over 4500 acres. Windstorms in 2011 knocked down  
 9 a large number of poles in Southern California, many of which were  
 10 later found to be weakened by termites, dry rot, and fungal decay.<sup>12</sup>

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

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

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

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

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26 <sup>12</sup> CPUC Order Instituting Investigation Into the Creation of a Shared Database or Statewide Census of  
 27 Utility Poles and Conduit (July 10, 2017), California Public Utility Commission,  
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K656/191656519.PDF>

28 <sup>13</sup> 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 loading<sup>14</sup> complied with current legal  
 2 standards. SCE’s study found that 22.3% of the more than 5,000 poles tested failed to meet current  
 3 design standards.

4 71. 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  
 8 carrying SCE facilities, employing a risk management approach, considering, at a minimum, fire  
 9 risk, the presence of communications facilities and the number of overloaded poles in the area; and  
 10 (c) SCE should commence pole mitigation measures as soon as possible, and not wait for the pole  
 11 loading analysis to be completed.

12 72. The CPUC noted in its 2012 General Rate Case decision the importance of  
 13 remediating 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.**<sup>15</sup>

18 73. 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.”<sup>16</sup>

21 74. 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.<sup>17</sup> Additionally, SCE

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24 <sup>14</sup> "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.

25 <sup>15</sup> 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>

26 <sup>16</sup> Test Year 2015 General Rate Case Application of Southern California Edison Company (U338-E), Nov.  
 23, 2013

27 <sup>17</sup> Transmission and Distribution (T&D) Volume 6, Part 2 – Pole Loading at 2,  
 28 [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)

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 age...  
4 [R]ecent events, including the Malibu Canyon Fire in October 2007 and the  
5 November 2011 San Gabriel Valley windstorm, have shown that some of  
6 the poles that failed during those incidents did not meet minimum pole  
7 loading criteria when measured against today's standards.

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

12 76. However, in its 2018 General Rate Case, SCE disclosed that instead of addressing  
13 the 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%.<sup>18</sup>

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

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

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

27 **3. SCE's "Run To Failure" Approach to Maintenance**

28 80. Plaintiffs are informed and believe that SCE operates a "Run To Failure" approach

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<sup>18</sup> Test Year General Rate Case 2018, Transmission & Distribution Volume 9, Poles.

1 to maintenance with its aging infrastructure whereby it purposefully ignores necessary maintenance  
2 in order to line its own pockets with excessive profits.

3 81. Plaintiffs are informed and believe that in or around 2013, SCE made the conscious  
4 decision to change its maintenance practices to a “Run to Failure” (“RTF”) model. “Run to Failure”  
5 means that instead of requiring and implementing preventative maintenance for its electrical  
6 facilities, SCE relies entirely on reactive maintenance, i.e. only responding when its equipment fails.  
7 This model allows SCE to spend much less money on infrastructure improvements and prudent  
8 management practices which allows for more and more profits for its shareholders year after year,  
9 while risking the safety and well-being of Californians.

10 82. Plaintiffs are informed and believe that SCE’s RTF model led directly to the ignition  
11 of the Thomas Fire in December 2017. Indeed, in 2015, SCE identified a power pole at Koenigstein  
12 Road, the source of the ignition of the Thomas Fire, as needing to be replaced. Despite identifying  
13 the need, SCE chose not to replace the pole and let it run to failure. On December 4, 2017, during  
14 extreme wind and fire conditions (known to SCE well in advance of December 4), the dilapidated  
15 power pole that SCE ignored years earlier foreseeably failed, causing an explosion and a shower of  
16 sparks that ignited the Thomas Fire. The fire rapidly spread and became the largest wildfire in  
17 California history at that time. The fire was so powerful that it transformed the soil into a dense,  
18 water-repellant surface, setting the stage for the horrific debris flows in Montecito a month later.  
19 Twenty-two men, women and children perished as a direct result of SCE’s conscious disregard of  
20 safety and its tremendously dangerous RTF maintenance strategy.

21 83. Per its “Run to Fail” protocol, immediately after the Thomas Fire, SCE finally came  
22 to Koenigstein Road and replaced the pole.

23 84. The devastation caused by the Thomas Fire made clear that California could not  
24 afford SCE’s unabated corporate culture of purposeful decision-making placing its own massive  
25 profits over public safety. But SCE did not learn from the calamities experienced by the victims of  
26 2017 wildfires and 2018 debris flows. Instead, SCE spent millions of dollars on media advertising  
27 in 2018, diverting funds from infrastructure and vegetation management improvements.

1           85.       Plaintiffs are informed and believe and thereon allege that SCE’s RTF model caused  
 2 or contributed to the Woolsey Fire. Plaintiffs are informed and believe that dilapidated, ill-  
 3 maintained equipment and/or overloaded power poles caused or contributed to the start of the  
 4 Woolsey Fire. By implementing the RTF model and other improper practices, SCE failed to conduct  
 5 appropriate, timely equipment inspections and maintenance in violation of CPUC regulations.  
 6 Plaintiffs are informed and believe and thereon allege that preventative inspections and maintenance  
 7 would have prevented the start of the Woolsey Fire.

8           86.       SCE’s “Run to Failure” model constitutes malicious, willful, wanton and despicable  
 9 conduct as defined by Civil Code § 3294. Such conduct subjected Plaintiffs to cruel and unjust  
 10 hardship in conscious disregard of their rights, constituting oppression, for which Defendants must  
 11 be punished by the award of punitive and exemplary damages in an amount sufficiently large to be  
 12 an example to others and to deter Defendants and other from engaging in similar conduct in the  
 13 future.

14           **4.       SCE’s History of Safety Violations**

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

19           88.       Since 2007, the CPUC has levied over \$78 million in fines against SCE for electric  
 20 and fire-related incidents.<sup>19</sup>

21           89.       The 1993 San Bernardino Mill Creek fire was caused by a failure of SCE’s overhead  
 22 power line equipment. The high winds caused a power line to break, spark a fire and damage a  
 23 nearby home.

24           90.       In 1997, SCE’s failure to perform adequate vegetation management near its  
 25 distribution lines caused a 25,100 acre fire in Riverside County. SCE failed to trim trees near its  
 26 power lines.

27 \_\_\_\_\_  
 28 <sup>19</sup> Electric and Fire-Related Fines, CPUC  
[http://cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/Safety/Electric\\_and\\_Fire\\_Related\\_Fines.pdf](http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_and_Fire_Related_Fines.pdf)

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

3           92.     In 2006, SCE agreed to pay \$14 million to settle a federal suit stemming from the  
4 1994 Big Creek Forest Fire. The suit alleged that SCE did not comply with vegetation clearance  
5 requirements around a high-voltage transformer that exploded and ignited nearby dry grass. The  
6 government also alleged that SCE failed to install appropriate animal guards at the location, and that  
7 SCE employees lacked the equipment to stop the fire before it went into the forest.

8           93.     SCE was also held responsible for its role in the 2007 Malibu Canyon Fire. The fire  
9 began when three wooden utility poles snapped during high Santa Ana winds and ignited nearby  
10 brush. The fire burned 3,836 acres and destroyed or damaged over 30 structures. The CPUC found  
11 that at least one of the poles that fell was overloaded with telecommunications equipment in  
12 violation of the applicable standards. It further alleged that SCE misled investigators about the  
13 circumstances of the fire. SCE agreed to conduct a safety audit and remediation of its utility poles  
14 in the Malibu area. In 2013, the CPUC fined SCE \$37 million for its role in the fire. Additionally,  
15 \$17 million of the settlement was required to be spent on pole loading assessments and remediation  
16 work in Malibu Canyon and surrounding areas.

17           94.     As part of the settlement agreement with CPUC, SCE admitted that it violated the  
18 law by not taking prompt action to prevent its poles in Malibu Canyon from becoming overloaded.  
19 Further, SCE admitted that a replacement pole did not comply with the CPUC's safety regulations  
20 for new construction, which should have caused SCE to take steps to remedy the situation.<sup>20</sup>

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

26  
27           <sup>20</sup> Press Release, CPUC Staff Enter Settlement Agreement of \$37 Million with Southern California Edison  
28 Over 2007 Malibu Fire, California Public Utilities Commission (May 20, 2013),  
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M065/K515/65515418.PDF>

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

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

13           98.     In 2015, multiple power outages occurred on SCE's electric distribution system that  
14 serves downtown Long Beach, including a five-day outage from July 15 to July 20, 2015 and a  
15 four-day outage from July 30 to August 3, 2015. The Long Beach outages primarily affected 3,800  
16 customers served by SCE's secondary network, but at times affected 30,000 customers, including  
17 customers who received their power from radial circuits that also feed the secondary network. Along  
18 with these outages, the failure of SCE's electrical facilities caused fires in several underground  
19 structures, resulting in explosions that blew manhole covers into the air.<sup>21</sup>

20           99.     SCE received a \$50,000 citation for a fatality that occurred at its Whittier facility.  
21 On May 15, 2014, an SCE overhead conductor separated and fell to the ground. A person came into  
22 contact with the downed conductor, which was energized, and was electrocuted. SED's investigators  
23 found that the overhead conductor separated at an overhead connector, and that SCE did not  
24 maintain the connector for its intended use.

25 //

26  
27  
28 <sup>21</sup> Decision Adopting Settlement Agreement Between Southern California Edison Company and the Safety  
and 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>



1 identified as assets with a substantial safety risk component.”<sup>25</sup> Nearly 19% of poles reviewed in  
2 SCE’s PLP study were considered overloaded and they failed the bending analysis.

3 107. The SED also noted “concern[] that any forthcoming assessments [by SCE] utilizing  
4 new software and potentially continually changing design criteria could not be adequately  
5 managing, mitigating and minimizing safety risks associated with pole loading.” The SED  
6 recommended that the CPUC require SCE to conduct “a pole loading study on a statistically valid  
7 sample for SCE’s service territory“ and hire “an independent engineering firm, with appropriately  
8 State of California licensed engineers, verify and validate [SCE’s] software to test the results  
9 provided by the specific software version utilized for SCE’s electrical distribution and transmission  
10 wood pole design, against General Order 95 Overhead Line Construction safety requirements,”  
11 since SCE had been unable to do so reliably on its own.<sup>26</sup>

12 108. In the report, SCE’s own “territorial analysis project[ed] as much as a tripling of  
13 wildfire risks in the Santa Barbara region.”<sup>27</sup>

14 109. The SED further found that the high risk scores of SCE’s infrastructure showed that  
15 SCE’s current methodology did not prioritize safety: SCE’s methods for analyzing risk  
16 “underestimate[d] both the frequency and consequence/impact of very low frequency and very high  
17 consequence events, such as highly catastrophic wildfires. This is particularly true where SCE is  
18 relying on historical data as basis for estimating the frequency and consequence terms.“ SCE was  
19 not able to “provide even a qualitative prioritization of its risks.”<sup>28</sup>

20 110. Inexplicably, despite repeated incidents of massive destruction and death, risk  
21 analyses, citations, fines, convictions, lawsuits, verdicts and settlements all revealing SCE’s failures  
22 to appropriately and safely maintain and operate its infrastructure, SCE continued to adhere to the  
23 same lackadaisical practices that actually *increased* the risk of wildfires leading up to both the  
24 Thomas Fire and the Woolsey Fire. SCE’s shocking degree of complacency and refusal to modify  
25 its business practices amounts to a conscious disregard for the rights and safety of the public,

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26 <sup>25</sup> Id. at 50.

27 <sup>26</sup> Id. at 56.

28 <sup>27</sup> Id.

<sup>28</sup> Id. at 32

1 including the Plaintiffs.

2 111. Rather than spend the money it obtains from customers to improve its infrastructure,  
3 maintenance and safety, SCE funnels this funding to boost its own corporate profits and  
4 compensation. This pattern and practice of favoring profits over a well-maintained infrastructure  
5 that would be safe and dependable left SCE vulnerable to an increased risk of a catastrophic event  
6 such as the Woolsey Fire.

7 **VI.**

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **NEGLIGENCE**

11 **(Against All Defendants)**

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

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

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

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

26 116. Defendants, and each of them, breached their respective duties owed to Plaintiffs by,  
27 including, but not limited to: (1) failing to comply with the applicable statutory, regulatory, and/or  
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1 professional standards of care; (2) failing to timely and properly maintain, manage, inspect, and/or  
2 monitor the subject power lines, electrical equipment, and/or adjacent vegetation; (3) failing to  
3 properly cut, trim, prune, and/or otherwise keep vegetation at a sufficient distance to avoid  
4 foreseeable contact with power lines; (4) failing to trim and/or prune vegetation so as to avoid  
5 creation of a safety hazard within close proximity of the subject power line; (5) failing to make the  
6 overhead lines safe under all the exigencies created by surrounding circumstances and conditions;  
7 (6) failing to conduct adequate, reasonably prompt, proper, effective, and/or frequent inspections of  
8 the electrical transmission lines, wires, and/or associated equipment; (7) failing to design, construct,  
9 monitor, and/or maintain high voltage electrical transmission, and/or distribution power lines in a  
10 manner that avoids the potential to ignite a fire during long, dry seasons by allowing vegetation to  
11 grow in an unsafe manner; (8) failing to install the equipment necessary and/or to inspect and repair  
12 the equipment installed, to prevent electrical transmission and distribution lines from improperly  
13 sagging, operating, and/or making contact with other metal wires placed on its poles and igniting  
14 fires; (9) failing to keep equipment in a safe condition and/or manage equipment to prevent fire at  
15 all times; (10) failing to de-energize power lines during fire prone conditions; (11) failing to de-  
16 energize power lines after the fire's ignition; (12) failing to reprogram reclosers to prevent electrical  
17 impulses from traveling in/through downed or damaged power poles, lines and other electrical  
18 equipment; and/or (13) failing to properly train and to supervise employees and agents responsible  
19 for maintenance and inspection of the distribution lines and/or vegetation areas nearby these lines.

20           117. The negligence of the Defendants, and each of them, was a substantial factor in  
21 causing Plaintiffs' damages. Defendants' failure to comply with their duties of care proximately  
22 caused the Plaintiffs to sustain damages as set forth herein. The conduct of the Defendants, and each  
23 of them, was a substantial factor in causing the serious emotional distress suffered by Plaintiffs.

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

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

3 120. As a further direct and legal result of the Defendants' actions and/or omissions,  
4 Plaintiffs have suffered and/or continue to suffer great mental pain and suffering, including worry,  
5 emotional distress, humiliation, embarrassment, anguish, anxiety, and nervousness, in an amount to  
6 be shown according to proof at trial.

7 121. As a further direct and legal result of the Defendants' actions and/or omissions,  
8 Plaintiffs have suffered serious emotional distress, including suffering, anguish, fright, horror,  
9 nervousness, grief, anxiety, worry, shock, humiliation, and shame.

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

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

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

23 125. SCE has a virtual monopoly over the transmission and distribution of electrical  
24 power to the areas affected by the Woolsey Fire and has individual contracts with all residents and  
25 businesses in those areas to which it distributes electrical power. The communities affected by the  
26 Woolsey Fire are all dependent upon the safe transmission and distribution of electrical power for  
27 continuous residential and commercial usage, and the Defendants have contractual, statutory, and  
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1 public duties to provide such electrical power in a manner that promotes those individual and public  
2 interests.

3           126. The potential harms to Plaintiffs from wildfires such as the Woolsey Fire were  
4 objectively foreseeable both in nature and in scope, and were subjectively known to the Defendants  
5 from its long and tragic history of causing such wildfires. At all relevant times, Defendants failed to  
6 properly inspect and maintain electrical infrastructure and equipment, which they knew, given the  
7 then-existing and known weather, climate, and wildfire risk conditions, posed a risk of serious harm  
8 to the Plaintiffs and to their personal property, to their health and well-being, and to their businesses  
9 and livelihoods. Defendants were aware that if their electrical infrastructure came into contact with  
10 vegetation subject to long-term drought conditions, a fire would likely result. Defendants also knew  
11 that, given the existing and known weather, climate, and fire-risk conditions, the fire was likely to  
12 pose a risk of property damage, economic loss, personal injury and/or death to the general public,  
13 including the Plaintiffs.

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

16           128. The property damage and economic losses occasioned by the Woolsey Fire are the  
17 direct and proximate result of the ongoing custom and practice of Defendants' election to  
18 consciously disregard the safety of the public and to refuse to comply with statutes, regulations,  
19 standards and rules regarding Defendants' business operations. Despite having caused death, injury  
20 and extensive property damage and economic loss, the Defendants have continued to act with a  
21 conscious disregard for the safety and rights of others and have ratified the unsafe conduct of their  
22 employees. Plaintiffs are informed and believe that no employee of the Defendants has been  
23 discharged or disciplined as a result of failing and/or refusing to comply with regulations and/or as  
24 a result of injuries or property damage inflicted on members of the public.

25           129. Moreover, Plaintiffs are informed and believe that SCE operates a "Run To Failure"  
26 approach to maintenance with its aging infrastructure whereby it purposefully ignores necessary  
27 maintenance in order to line its own pockets with excessive profits.

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1 burned thousands of acres, including property owned or occupied by the Plaintiffs. The fire  
2 damaged and/or destroyed Plaintiffs' real and/or personal property.

3 136. The damage to Plaintiffs' property was proximately and substantially caused by  
4 Defendants' actions in that the Defendants' installation, ownership, operation, use, control,  
5 management and/or maintenance for a public use of power lines and equipment was negligent and  
6 caused the Woolsey Fire.

7 137. Plaintiffs have not received adequate compensation for the damage to and/or  
8 destruction of their property, which constitutes a taking or damaging of Plaintiffs' property by  
9 Defendants without just compensation.

10 138. As a direct and legal result of the above-described damages to Plaintiffs' property,  
11 including loss of use and interference with access and enjoyment of property, and  
12 damage/destruction of personal property, Plaintiffs have been damaged in an amount according to  
13 proof at trial.

14 139. Plaintiffs have incurred and will continue to incur attorneys', appraisal, and  
15 engineering fees and costs because of Defendants' conduct, in amounts that cannot yet be  
16 ascertained, but which are recoverable in this action pursuant to Code of Civil Procedure § 1036.

17 **THIRD CAUSE OF ACTION**

18 **PUBLIC NUISANCE**

19 **(Against All Defendants)**

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

22 141. Plaintiffs own and/or occupy property at or near the site of the fire which is the  
23 subject of this action. At all relevant times herein, Plaintiffs had a right to occupy, enjoy and/or use  
24 their property without interference by Defendants, and each of them.

25 142. Defendants owed a non-transferable, non-delegable duty to the public, including  
26 Plaintiffs, to conduct their business, specifically the maintenance and/or operation of power lines,  
27 power poles and/or electrical equipment on power poles, and adjacent vegetation in proximity to  
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1 their electrical infrastructure in Southern California, in a manner that did not threaten harm or injury  
2 to the public welfare.

3 143. Defendants, by acting and/or failing to act as alleged herein, created a condition that  
4 was harmful to the health of the public, including Plaintiffs, and created a fire hazard and other  
5 potentially dangerous conditions to the Plaintiffs' property, which interfered with the comfortable  
6 occupancy, use and/or enjoyment of Plaintiffs' property. This interference is both substantial and  
7 unreasonable.

8 144. Plaintiffs did not consent, expressly or impliedly, to the wrongful conduct of the  
9 Defendants.

10 145. The hazardous condition that was created by and/or permitted to exist by the  
11 Defendants affected a substantial number of people at the same time within the general public,  
12 including the Plaintiffs, and constituted a public nuisance pursuant to Civil Code §§ 3479 and 3480  
13 and Public Resources Code § 4171. Further, the Thomas Fire and Mudslides constituted a public  
14 nuisances pursuant to Public Resources Code § 4170.

15 146. The damaging effects of Defendants' creation of a fire hazard and the ensuing  
16 Thomas Fire and Mudslides are ongoing and affect the public at large. There is a long term risk of  
17 additional mudslides and/or debris flows in the future because the region was destabilized by the  
18 Thomas Fire and Mudslides.

19 147. As a direct and legal result of the conduct of Defendants, Plaintiffs suffered harm  
20 that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have  
21 lost the occupancy, possession, use and/or enjoyment of their real and/or personal property,  
22 including but not limited to: a reasonable and rational fear that the area is still dangerous; soils that  
23 have become hydrophobic; exposure to an array of toxic substances on the land; the presence of  
24 "special waste," mud and/or boulders on the property that require special management and disposal;  
25 and economic losses.

26 148. As a further direct and legal result of the conduct of Defendants, Plaintiffs have  
27 suffered, and will continue to suffer, discomfort, anxiety, fear, worries, annoyance, and/or stress  
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1 attendant to the interference with Plaintiffs’ occupancy, possession, use and/or enjoyment of the  
2 property.

3 149. A reasonable, ordinary person would be annoyed or disturbed by the condition  
4 created by Defendants, and the resulting Woolsey Fire.

5 150. Defendants’ conduct is unreasonable and the seriousness of the harm to the public,  
6 including the Plaintiffs, outweighs the social utility of Defendants’ conduct. There is little or no  
7 social utility associated with cause the Woolsey Fire to destroy one of the most beautiful and beloved  
8 regions of Southern California.

9 151. The individual and/or collective conduct of Defendants set forth above resulting in  
10 the Woolsey Fire is not an isolated incident, but is ongoing and/or a repeated course of conduct, and  
11 Defendants’ prior conduct and/or failures have resulted in other fires and damage to the public.

12 152. The unreasonable conduct of Defendants is a direct and legal cause of the harm,  
13 injury and/or damage to the public, including the Plaintiffs

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

20 154. Defendants’ conduct set forth above constitutes a public nuisance within the meaning  
21 of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of Civil  
22 Procedure § 731. Pursuant to Civil Code § 3493, Plaintiffs have standing to maintain an action for  
23 public nuisance because the nuisance is especially injurious to Plaintiffs because it is injurious  
24 and/or offensive to the senses of the Plaintiffs, unreasonably interferes with the comfortable  
25 enjoyment of property and/or unlawfully obstructs the free use, in the customary manner, of their  
26 property.

27 155. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants,  
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1 and each of them, stop continued violation of: (1) General Order No. 95, Rules 31.1–31.5, 35, 38,  
2 43, 43.2, 44.1–44.4, 48 and 48.1; (2) General Order No. 165; (c) Public Resources Code §§ 4292,  
3 4293 and 4435; and (d) Public Utilities Code § 451. Plaintiffs also seek an order directing  
4 Defendants to abate the existing and continuing nuisance described above.

5 **FOURTH CAUSE OF ACTION**

6 **PRIVATE NUISANCE**

7 **(Against All Defendants)**

8 156. Plaintiffs incorporate and re-allege by reference each of the paragraphs set forth as  
9 though fully set forth herein.

10 157. At all relevant times, Plaintiffs occupied property at or near the site of the Woolsey  
11 Fire. At all relevant times herein, Plaintiffs had a right to occupy, enjoy, and/or use the property  
12 without interference by Defendants.

13 158. Defendants’ actions, conduct, omissions, negligence, trespass and/or failure to act  
14 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs’ property, invaded  
15 the right of Plaintiffs to use the property, and interfered with Plaintiffs’ enjoyment of the property,  
16 causing Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance  
17 pursuant to Civil Code § 3479.

18 159. As a direct and proximate result of Defendants’ conduct, Plaintiffs sustained losses  
19 and damages, including but not limited to damage to property, discomfort, annoyance, and  
20 emotional distress, the amount of which will be proven at trial.

21 160. As a further direct and proximate result of Defendants’ conduct, Plaintiffs seek the  
22 reasonable cost of repair or restoration of the property to its original condition and/or loss-of-use  
23 damages, as allowed under Civil Code § 3334.

24 161. Defendants’ conduct was willful and wanton, and done with a conscious contempt  
25 and 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  
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1 herein.

2 **FIFTH CAUSE OF ACTION**

3 **PREMISES LIABILITY**

4 **(Against All Defendants)**

5 162. Plaintiffs incorporate and re-allege by reference each of the paragraphs set forth as  
6 though fully set forth herein.

7 163. Defendants, and each of them, were the owners of an easement and/or real property  
8 in the area of the origins of the Woolsey Fire and/or were the owners of the power lines upon said  
9 easement(s) and/or right(s) of way.

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

14 165. As a direct and legal result of the wrongful acts and/or omissions of the Defendants,  
15 and each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth  
16 herein.

17 166. Defendants' conduct was willful and wanton, and done with a conscious contempt  
18 and disdain for the disastrous consequences that Defendants knew could occur as a result of their  
19 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, and therefore,  
20 Plaintiffs seek the recovery of punitive and exemplary damages against Defendants, as set forth  
21 herein.

22 **SIXTH CAUSE OF ACTION**

23 **TRESPASS**

24 **(Against All Defendants)**

25 167. Plaintiffs incorporate and re-allege by this reference each of the paragraphs set forth  
26 as though fully set forth herein.

27 168. At all times relevant herein, Plaintiffs were the owners, tenants, and/or lawful  
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1 occupants of property damaged by the Woolsey Fire.

2 169. Defendants, and each of them, in acting and/or failing to act in the manner set forth  
3 above, caused the Woolsey Fire to ignite and/or spread out of control, and thereby caused and/or  
4 contributed to the harm, damage, and/or injury to Plaintiff, resulting in a trespass upon Plaintiffs’  
5 property interests.

6 170. Plaintiffs did not grant permission for Defendants to wrongfully act in a manner so  
7 as to cause the Woolsey Fire, which wrongfully entered upon Plaintiffs’ property, resulting in the  
8 harm, injury, and/or damage alleged herein.

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

12 172. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek  
13 double and/or treble damages for the negligent, willful, and wrongful injuries to timber, trees or  
14 underwood on their property, as allowed under Civil Code § 3346.

15 173. Defendants’ conduct was willful and wanton, and done with a conscious contempt  
16 and disdain for the disastrous consequences that Defendants knew could occur as a result of their  
17 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, and therefore,  
18 Plaintiffs seek the recovery of punitive and exemplary damages against Defendants, as set forth  
19 herein.

20 **SEVENTH CAUSE OF ACTION**

21 **VIOLATION OF PUBLIC UTILITIES CODE § 2106**

22 **(Against All Defendants)**

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

25 175. Public Utilities Code § 2106 creates a private right of action against “[a]ny public  
26 utility which does, causes to be done, or permits any act, matter, or thing prohibited or declared  
27 unlawful, or which omits to do any act, matter, or thing required to be done, either by the  
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1 Constitution, any law of this State, or any order or decision of the commission . . . .”

2 176. As a Public Utility, Defendants at all times herein had a duty to properly design,  
3 construct, operate, maintain, inspect, and manage its electrical infrastructure as well as trim trees  
4 and vegetation in compliance with all relevant provisions of applicable orders, decisions, directions,  
5 rules or statutes, including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-  
6 31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil  
7 Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code  
8 § 451.

9 177. The violation of a legislative enactment or administrative regulation which defines a  
10 minimum standard of conduct is unreasonable per se.

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

23 179. Defendants, and each of them, proximately and substantially caused the destruction,  
24 damage, and injury to Plaintiffs by their violations of applicable orders, decisions, directions, rules  
25 or statutes, including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5,  
26 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure §  
27 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 4511.

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1 180. Plaintiffs were and are within the class of persons for whose protection applicable  
2 orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those stated  
3 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  
4 Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and  
5 4435; and (e) Public Utilities Code § 451.

6 181. As alleged herein according to proof, Defendants are liable to Plaintiffs for all losses,  
7 damages and injuries caused by and resulting from Defendants' violation of applicable orders,  
8 decisions, directions, rules or statutes were adopted, including, but not limited to, those stated in:  
9 (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  
10 Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and  
11 4435; and (e) Public Utilities Code § 451.

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

17 **EIGHTH CAUSE OF ACTION**

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

19 **(Against All Defendants)**

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

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

25 185. As a direct and legal result of Defendants' violation of Health & Safety Code §  
26 13007, Plaintiffs suffered recoverable damages to property under Health & Safety Code § 13007.21  
27 and continue to suffer the injuries and damages described herein.

1 186. As a further direct and legal result of the Defendants, and each of them, violating  
2 Health & Safety Code § 13007, Plaintiffs are entitled to reasonable attorney’s fees pursuant to Code  
3 of Civil Procedure § 1021.9.

4 187. As a direct and legal result of the wrongful acts and/or omissions of the Defendants,  
5 and each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth  
6 herein.

7 188. Defendants’ conduct was willful and wanton, and done with a conscious contempt  
8 and disdain for the disastrous consequences that Defendants knew could occur as a result of their  
9 dangerous conduct. Defendants acted with malice towards Plaintiffs, and therefore, Plaintiffs seek  
10 the recovery of punitive and exemplary damages against Defendants, as set forth herein.

11 **VII.**

12 **PRAYER FOR RELIEF**

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

- 15 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal  
16 and/or real property;
- 17 2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs’ real and/or personal  
18 property;
- 19 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any  
20 related displacement expenses;
- 21 4. Past and future medical expenses and incidental expenses according to proof;
- 22 5. Treble damages for wrongful injuries to timber, trees, or underwood on Plaintiffs’  
23 property as allowed under Civil Code § 3346;
- 24 6. Treble damages in an amount according to proof for injuries to trees as allowed und  
25 Code of Civil Procedure § 733;
- 26 7. All costs of suit, including attorneys’ fees where appropriate, appraisal fees,  
27 engineering fees, and related costs allowed under Code of Civil Procedure § 1021.9;
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8. Attorneys' fees as allowed under Code of Civil Procedure § 1021.5;
9. Exemplary damages in an amount according to proof pursuant to Civil Code § 3294;
10. Exemplary damages in an amount according to proof pursuant to Public Utilities Code § 2106;
11. For all costs of suit incurred;
12. Prejudgment interest according to proof;
13. General damages for fear, worry, annoyance, disturbance, inconvenience, mental anguish, emotional distress, loss of quiet enjoyment of property, personal injury, and for such other and further relief as the Court shall deem proper, all according to proof;
14. Imposition of a permanent injunction ordering that Defendants, and each of them, stop continued violation of: (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 Order No. 165; (c) Public Resources Code §§ 4292, 4293, and 4435; and (d) Public Utilities Code § 451;
15. Issuance of an order directing Defendants to abate the existing and continuing nuisance they created; and
16. For such other and further relief as the Court shall deem proper, all according to proof.

DATED: December 10, 2018

**PANISH SHEA & BOYLE LLP**

By:   
\_\_\_\_\_  
RAHUL RAVIPUDI  
LYSSA A. ROBERTS  
Attorneys for Plaintiffs

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**VIII.**

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury as to all claims in this action.

DATED: December 10, 2018

**PANISH SHEA & BOYLE LLP**

By: \_\_\_\_\_



RAHUL RAVIPUDI  
LYSSA A. ROBERTS  
Attorneys for Plaintiffs