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Sherri R. Carter, Executive Officer/Clerk of Court

By: Steven Drew, Deputy

1 Elizabeth J. Cabraser (State Bar No. 083151)  
2 Robert L. Lieff (State Bar. No. 037568) (*of counsel*)  
3 Robert J. Nelson (State Bar No. 132797)  
4 Lexi J. Hazam (State Bar No. 224457)  
5 Fabrice Vincent (State Bar No. 160780)  
6 Abby R. Wolf (State Bar No. 313049)  
7 Evan J. Ballan (State Bar No. 318649)  
8 LIEFF CABRASER HEIMANN &  
9 BERNSTEIN, LLP  
10 275 Battery Street, 29th Floor  
11 San Francisco, CA 94111-3339  
12 Telephone: 415.956.1000  
13 Facsimile: 415.956.1008

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

10 LISA BROWN, MIRJAM KOSTICHEK and  
11 ANTHONY STEARNS d/b/a RADFISH  
MALIBU,

12 Plaintiffs,

13 v.

14 SOUTHERN CALIFORNIA EDISON  
15 COMPANY, a California corporation;  
16 EDISON INTERNATIONAL, a California  
corporation, and DOES 1 through 20,  
inclusive,

17 Defendants.

Case No.

**18STCV09198**

**COMPLAINT**

**JURY TRIAL DEMANDED**

- (1) NEGLIGENCE
- (2) INVERSE CONDEMNATION
- (3) PUBLIC NUISANCE
- (4) PRIVATE NUISANCE
- (5) PREMISES LIABILITY
- (6) TRESPASS
- (7) VIOLATION OF PUBLIC UTILITIES CODE § 2106
- (8) VIOLATION OF HEALTH & SAFETY CODE § 13007
- (9) NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

**BY FAX**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
I. INTRODUCTION .....	4
II. JURISDICTION AND VENUE .....	5
III. THE PLAINTIFFS.....	6
A. Lisa Brown.....	6
B. Mirjam Kositchek.....	6
C. Anthony Stearns d/b/a Radfish Malibu .....	6
IV. THE DEFENDANTS.....	7
A. The Edison Defendants .....	7
B. Doe Defendants.....	10
V. FACTUAL ALLEGATIONS.....	11
A. Edison Caused the Woolsey Fire .....	11
B. Edison’s Responsibility.....	17
1. Edison Had a Non-Transferable, Non-Delegable Duty to Safely Maintain Electrical Infrastructure and the Nearby Vegetation .....	17
2. Foreseeable and Known Weather and Geographic Conditions.....	19
3. Edison Knew Its Infrastructure Was Too Old and Improperly Maintained for Safety.....	24
4. Prior Safety Violations.....	27
5. Edison’s Repeated Failure to Properly Assess the Risks of its Equipment .....	30
FIRST CAUSE OF ACTION Negligence (Brought by All Plaintiffs Against All Defendants) .....	33
SECOND CAUSE OF ACTION Inverse Condemnation (Brought by All Plaintiffs Against All Defendants).....	37
THIRD CAUSE OF ACTION Public Nuisance (Brought by All Plaintiffs Against All Defendants) .....	39
FOURTH CAUSE OF ACTION Private Nuisance (Brought by All Plaintiffs Against All Defendants) .....	41
FIFTH CAUSE OF ACTION Premises Liability (Brought by All Plaintiffs Against All Defendants) .....	42
SIXTH CAUSE OF ACTION Trespass (Brought by All Plaintiffs Against All Defendants) .....	42
SEVENTH CAUSE OF ACTION Violations Of Public Utilities Code §2106 (Brought by All Plaintiffs Against All Defendants).....	44
EIGHTH CAUSE OF ACTION Violation Of Health & Safety Code § 13007 (Brought by All Plaintiffs Against All Defendants).....	44

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**TABLE OF CONTENTS**  
**(continued)**

	<b><u>Page</u></b>
NINTH CAUSE OF ACTION Negligent Interference With Prospective Economic Advantage (Brought by All Plaintiffs Against All Defendants) .....	45
VI. PRAYER FOR RELIEF.....	46
VII. JURY TRIAL DEMAND .....	47

1 **I. INTRODUCTION**

2 1. “Utility-caused fires are not ‘natural’ disasters. . . . Such fires do not start without a  
3 source, and when utility equipment is old, poorly inspected or poorly maintained it is more likely  
4 to be a source of ignition.” - Diane Conklin, co-founder of the Mussey Grade Road Alliance, a  
5 group organized to help prevent utility-caused fires.

6 2. The Woolsey Fire is only the latest in a long run of devastating fires caused by  
7 unsafe electrical infrastructure owned, operated, and improperly maintained by Southern  
8 California Edison Company and Edison International (hereinafter collectively, “Edison”).



22 Photograph by Kyle Grillot / The Washington Post / Getty

23 3. The Woolsey Fire broke out near Simi Valley on November 8, 2018, and, over the  
24 next few weeks, it consumed over 96,000 acres in Ventura and Los Angeles Counties. The Fire  
25 was not fully contained until November 21, 2018.

26 4. According to an Electrical Safety Incident Report submitted by Edison to the  
27 CPUC, on November 8, just two minutes before the Fire began, Edison noted a problem on the  
28

1 Big Rock 16 kV circuit near its Chatsworth substation.<sup>1</sup> Edison crews later discovered a guy wire,  
2 a metal wire attached to the ground that supported the pole, in close proximity to a jumper, which  
3 connects power lines, on its Big Rock 16 kV circuit.<sup>2</sup> Upon information and belief, the guy wire  
4 and jumper may have contacted with each other or other Edison electrical equipment, which  
5 started the blaze.

6 5. Fueled by low humidity and gusty winds, the fire tore through Malibu as well as  
7 parts of the San Fernando Valley neighborhood of West Hills.

8 6. It was one of the largest and most destructive fires in Los Angeles history.

9 7. More than 1,600 structures were damaged and three deaths were reported.

10 8. Approximately 295,000 people were forced to evacuate.

11 9. Edison had a duty to safely operate and maintain its electrical infrastructure  
12 properly. Edison violated that duty by knowingly operating aging, overloaded, and/or improperly  
13 maintained infrastructure. In fact, Edison's violations had caused fires before, and Edison had  
14 been sanctioned numerous times for this before the Woolsey Fire began.

15 10. All the while, Edison knowingly and habitually underestimated the potential fire  
16 risk its systems posed. Had Edison acted responsibly, the Woolsey Fire could have been  
17 prevented.

## 18 **II. JURISDICTION AND VENUE**

19 11. This Court has subject matter jurisdiction over this matter pursuant to California  
20 Code of Civil Procedure § 395(a) because, at all times relevant, Defendants have resided in, been  
21 incorporated in, or done significant business in the State of California, so as to render the exercise  
22 of jurisdiction over Defendants by California courts consistent with traditional notions of fair play  
23 and substantial justice. The amount in controversy exceeds the jurisdictional minimum of this  
24 Court.

25 \_\_\_\_\_  
26 <sup>1</sup>*Electric Safety Incident Reported- Southern California Edison Incident No.: 181108-9003,*  
27 CPUC (Nov. 8, 2018 8:12 P.M.), [https://www.edison.com/content/dam/eix/documents/Woolsey\\_  
28 Electric\\_Safety\\_Report.pdf](https://www.edison.com/content/dam/eix/documents/Woolsey_Electric_Safety_Report.pdf).

<sup>2</sup> Letter from Robert Ramos, Director of Risk and Claims Mgmt., SCE, to Cal. Pub. Utils. Comm. Safety & Enforcement Div. (December 6, 2018).

1           12.     Venue is proper in this County pursuant to California Code of Civil Procedure  
2 § 395.5 because, at all times relevant, Defendants have had their principal place of business in the  
3 County of Los Angeles.

4     **III.    THE PLAINTIFFS**

5           13.     The Plaintiffs are individuals and businesses who suffered property damage and  
6 economic losses as a result of the Woolsey Fire.

7           14.     Plaintiffs suffered major losses in an amount according to proof at trial.

8           **A.    Lisa Brown**

9           15.     Plaintiff Lisa Brown is a resident of Los Angeles County.

10          16.     She works as a horse wrangler in movies.

11          17.     Her house was destroyed in the Woolsey Fire. She lost all of her possessions,  
12 including her collection of valuable art and antiques, memorabilia from the films she has worked  
13 on, precious family heirlooms, and horse equipment.

14          **B.    Mirjam Kositchek**

15          18.     Plaintiff Mirjam Kositchek is a resident of Los Angeles County.

16          19.     Her apartment was also destroyed in the Woolsey Fire. She lost all of her  
17 possessions, including designer clothes and shoes critical to her work and valuable art and  
18 furniture, as well as original Kay Ameche oil painting. The Fire also damaged her business'  
19 premises, causing her to incur wage loss.

20          **C.    Anthony Stearns d/b/a Radfish Malibu**

21          20.     Plaintiff Anthony Stearns runs Radfish Malibu, a surf shop in Malibu where he  
22 teaches lessons and rents equipment to individuals interested in surfing.

23          21.     Because of the Fire, patrons have stopped coming to his shop, and business has  
24 come to a near standstill.

1 **IV. THE DEFENDANTS**

2 **A. The Edison Defendants**

3 22. At all times herein mentioned Southern California Edison and Edison International  
4 were corporations authorized to do business, and doing business, in the State of California, with  
5 their principal place of business in the County of Los Angeles, State of California.

6 23. Southern California Edison is both an “Electrical Corporation” and a “Public  
7 Utility” pursuant to, respectively, Sections 218(a) and 216(a) of the California Public Utilities  
8 Code. Southern California Edison is in the business of providing electricity to the residents and  
9 businesses of Central, Coastal, and Southern California and, more particularly, to Plaintiffs’  
10 residences, businesses, and properties through a network of electrical transmission and  
11 distribution lines.

12 24. Southern California Edison, based in Los Angeles County, is one of the nation’s  
13 largest electric utilities, serving a 50,000 square-mile area within Central, Coastal, and Southern  
14 California.

15 25. Defendant Edison International is an energy-based holding company  
16 headquartered in Rosemead, and it is the parent company of Defendant Southern California  
17 Edison. Edison International subsidiaries provide customers with public utility services, and  
18 services relating to the generation of energy, generation of electricity, transmission of electricity  
19 and natural gas, and the distribution of energy.

20 26. Edison International is a publicly traded company that owns and/or manages an  
21 “Electric Plant” as defined in Section 217 of the Public Utilities Code, and, like its subsidiary,  
22 Southern California Edison, is both an “Electric Corporation” and a “Public Utility” pursuant to,  
23 respectively, Sections 218(a) and 216(a) of the Public Utilities Code. It develops and operates  
24 energy infrastructure assets related to the production and distribution of energy such as power  
25 plants, electric lines, natural gas pipelines and liquefied natural gas receipt terminals. Edison  
26 International’s total assets are approximately \$53 billion. Edison International has a market cap of  
27 over \$19 billion.

1           27. Defendants have at least \$1 billion in wildfire insurance, and a self-insured  
2 retention of \$10 million per occurrence.

3           28. Plaintiffs allege on information and belief that the Edison Defendants are jointly  
4 and severally liable for each other's negligence, misconduct, and wrongdoing as alleged herein, in  
5 that:

6           a. The Edison Defendants operate as a single business enterprise operating  
7 out of the same building located at 2244 Walnut Grove Ave, Rosemead, California for the  
8 purpose of effectuating and carrying out Edison's business and operations and/or for the benefit  
9 of Edison International;

10           b. The Edison Defendants do not operate as completely separate entities, but  
11 rather, integrate their resources to achieve a common business purpose;

12           c. Southern California Edison is so organized and controlled, and its  
13 decisions, affairs, and business so conducted as to make it a mere instrumentality, agent, conduit,  
14 or adjunct of Edison International;

15           d. Southern California Edison's income results from function integration,  
16 centralization of management, and economies of scale with Edison International;

17           e. The Edison Defendants' officers and management are intertwined and do  
18 not act completely independent of one another;

19           f. The Edison Defendants' officers and managers act in the interest of Edison  
20 as a single enterprise;

21           g. Edison International has control and authority to choose and appoint  
22 Edison's board members as well as its other top officers and managers;

23           h. Despite the fact that they are both Electric Companies and Public Utilities,  
24 the Edison Defendants do not compete with one another, but have been structured and organized  
25 and their business effectuated so as to create a synergistic, integrated single enterprise where  
26 various components operate in concert one with another;

27           i. Edison International maintains unified administrative control over Southern  
28 California Edison;

1           j.       The Edison Defendants are insured by the same carriers and provide  
2 uniform or similar pension, health, life, and disability insurance plans for employees;

3           k.       The Edison Defendants have unified 401(k) Plans, pension and investment  
4 plans, bonus programs, vacation policies, and paid time off from work schedules and policies;

5           l.       The Edison Defendants invest funds from their programs and plans by a  
6 consolidated and/or coordinated Benefits Committee controlled by Southern California Edison  
7 and administered by common trustees and administrators;

8           m.       The Edison Defendants have unified personnel policies and practices  
9 and/or a consolidated personnel organization or structure;

10          n.       The Edison Defendants have unified accounting policies and practices  
11 dictated by Edison International and/or common or integrated accounting organizations or  
12 personnel;

13          o.       The Edison Defendants are represented by common legal counsel;

14          p.       Edison International's officers, directors, and other management make  
15 policies and decisions to be effectuated by Edison and/or otherwise play roles in providing  
16 directions and making decisions for Edison;

17          q.       Edison International's officers, directors, and other management direct  
18 certain financial decisions for Edison including the amount and nature of capital outlays;

19          r.       Edison International's written guidelines, policies, and procedures control  
20 Edison's employees, policies, and practices;

21          s.       Edison International files consolidated earnings statements factoring in all  
22 revenue and losses from Edison, as well as consolidated tax returns, including those seeking tax  
23 relief; and/or, without limitation;

24          t.       Edison International generally directs and controls Edison's relationship  
25 with, requests to, and responses to inquiries from, the California Public Utilities Commission  
26 ("CPUC") and uses such direction and control for the benefit of Edison International.

27          29.       Plaintiffs are informed and believe that the Defendants herein, and each of them,  
28 were agents and/or employees each of the other and in acting and/or failing to act as alleged

1 herein, the Edison Defendants, and each of them, were acting in the course and scope of said  
2 agency and/or employment relationship.

3 30. At all times mentioned herein, Edison was a supplier of electricity to members of  
4 the public. As part of supplying electricity to members of the public, Edison installed,  
5 constructed, built, maintained, and operated overhead power lines, together with supporting poles  
6 and appurtenances, for the purpose of conducting electricity for delivery to members of the  
7 general public. Furthermore, on information and belief, Edison is responsible for maintaining  
8 vegetation near, around, and in proximity to its electrical equipment in compliance with State and  
9 Federal Regulations, specifically including, but not limited to, Public Resource Code § 4292,  
10 Public Resource Code § 4293, CPUC General Order 95, and CPUC General Order 165.

11 31. Edison is a privately-owned public utility, which enjoys a state-protected  
12 monopoly or quasi-monopoly, derived from its exclusive franchise provided by the State of  
13 California and is more akin to a governmental entity than a purely private entity and runs its  
14 utility affairs like a governmental entity. Edison's monopoly is guaranteed and safeguarded by the  
15 CPUC, which possesses the power to refuse to issue certificates of public convenience and  
16 necessity to permit potential competition to enter the market. The policy justifications underlying  
17 inverse condemnation liability are that individual property owners should not have to contribute  
18 disproportionately to the risks from public improvements made to benefit the community as a  
19 whole. Under the rules and regulations set forth by the CPUC, amounts that Edison must pay in  
20 inverse condemnation can be included in its rates and spread among the entire group of rate  
21 payers so long as it is acting as a reasonable and prudent manager of its electric distribution  
22 systems.

23 **B. Doe Defendants**

24 32. The true names of Does 1 through 20, whether individual, corporate, associate, or  
25 otherwise, are unknown to Plaintiffs who, under California Code of Civil Procedure § 474, sue  
26 these Defendants under fictitious names.

27 33. Each of the fictitiously named Defendants is responsible in some manner for the  
28 conduct alleged herein, including, without limitation, by way of conspiracy, aiding, abetting,

1 furnishing the means for, and/or acting in capacities that create agency, respondeat superior,  
2 and/or predecessor- or successor-in-interest relationships with the other Defendants.

3 34. The Doe Defendants are private individuals, associations, partnerships,  
4 corporations, or other entities that actively assisted and participated in the negligent and wrongful  
5 conduct alleged herein in ways that are currently unknown to Plaintiffs. Some or all of the Doe  
6 Defendants may be residents of the State of California. Plaintiffs may amend or seek to amend  
7 this Complaint to allege the true names, capacities, and responsibility of these Doe Defendants  
8 once they are ascertained, and to add additional facts and/or legal theories. Plaintiffs make all  
9 allegations contained this Complaint against all Defendants, including Does 1 through 20.

10 **V. FACTUAL ALLEGATIONS**

11 **A. Edison Caused the Woolsey Fire**

12 35. Two days before the start of the Woolsey fire, Edison had activated its emergency  
13 operations center and advised customers that it could proactively shut off power as a safety  
14 measure due to the windy weather and a Red-Flag fire warning. Meteorologists with the National  
15 Weather Service had warned that a fire could spread rapidly because of gusty winds, low  
16 humidity, and “critically dry fuels,” including brush and vegetation.

17 36. Tragically, despite these conditions, Edison failed to de-energize its lines, and the  
18 Woolsey Fire started on November 8 in Simi Valley near the Rocketdyne facility in the Santa  
19 Susana Pass at approximately 2:24 P.M.

20 37. In an Electric Incident Report it filed with the CPUC,<sup>3</sup> Edison admitted its Big  
21 Rock 16 kV circuit out of the Chatsworth substation, “relayed,” or sensed a disturbance, on the  
22 circuit at 2:22 P.M., just two minutes before Cal Fire said the Woolsey Fire began.

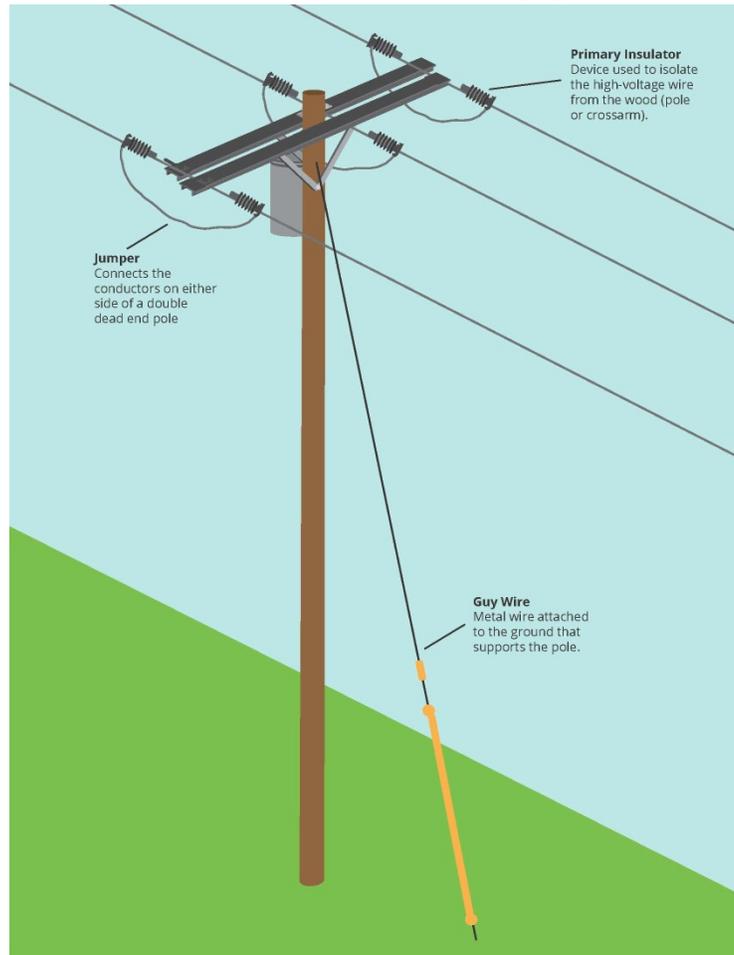
23 38. About one month later, Edison released a public statement<sup>4</sup> and submitted a  
24 supplemental letter to the CPUC<sup>5</sup> acknowledging equipment failures in greater detail near the  
25 suspected origin of the Woolsey Fire.

26 \_\_\_\_\_  
27 <sup>3</sup>*Electric Safety Incident Reported- Southern California Edison Incident No.: 181108-9003,*  
28 CPUC (Nov. 8, 2018 8:12 P.M.), [https://www.edison.com/content/dam/eix/documents/Woolsey\\_](https://www.edison.com/content/dam/eix/documents/Woolsey_Electric_Safety_Report.pdf)  
[Electric\\_Safety\\_Report.pdf](https://www.edison.com/content/dam/eix/documents/Woolsey_Electric_Safety_Report.pdf).

<sup>4</sup> Press Release, SCE Publicly Releases CPUC Submission on the Woolsey Fire, Southern

*Footnote continued on next page*

1            39.     In this statement, Edison said its crews had “found a guy wire in proximity to a  
2 jumper,” which further informs Plaintiffs’ belief that SCE equipment failure caused the Fire.



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18 Schematic prepared by Edison.<sup>6</sup>

19            40.     At the request of Ventura County Fire Department and Cal Fire investigators,  
20 Edison removed and provided to Cal Fire portions of its equipment in the vicinity, including guy  
21 wires, a jumper, and a pole top.

22            41.     The Woolsey Fire was unique in terms of its speed and size, which made it  
23 difficult to contain and resulted in it becoming “the biggest fire event” in Los Angeles history.

24 *Footnote continued from previous page*

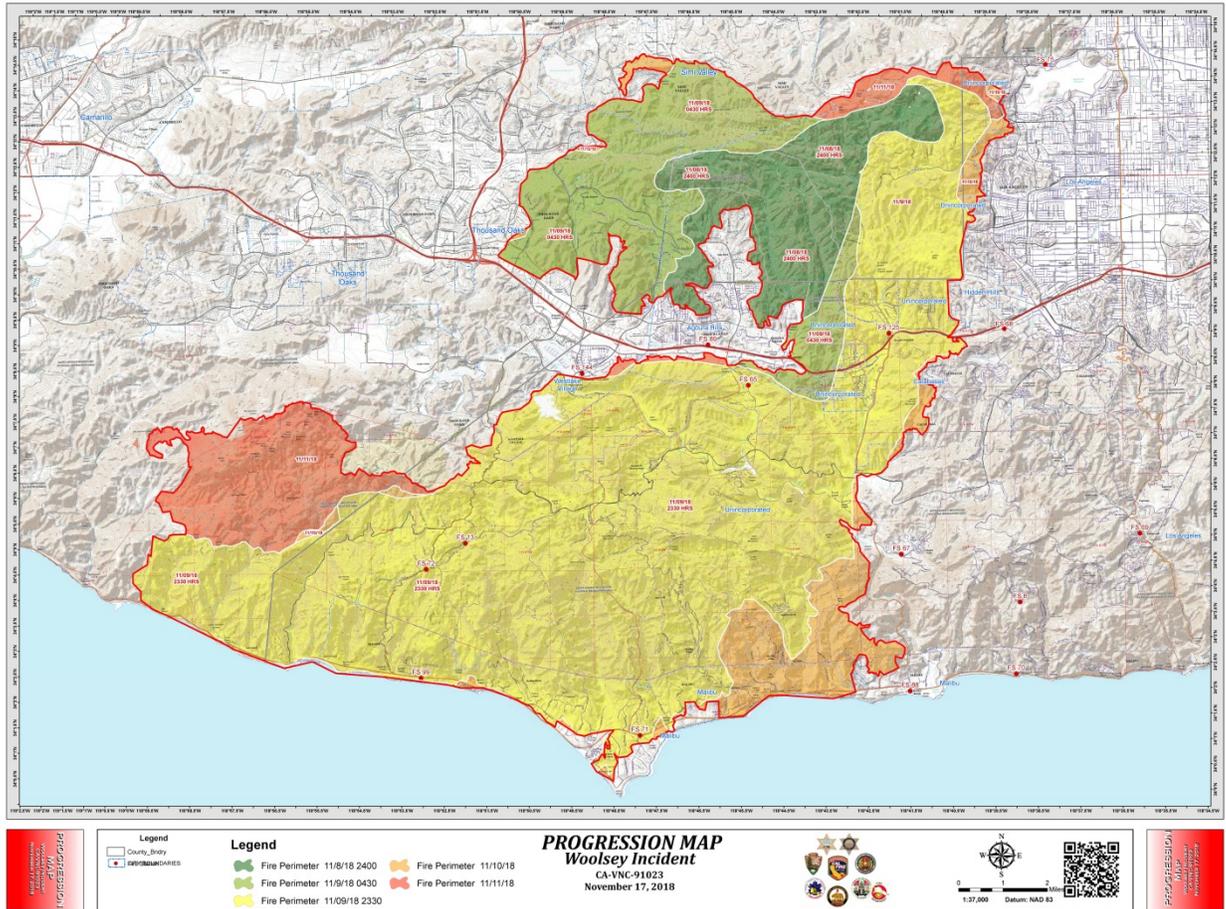
25 California Edison (Dec. 12, 2018 4:45 P.M.), <https://www.businesswire.com/news/home/20181206005977/en/SCE-Publicly-Releases-CPUC-Submission-Woolsey-Fire>.

26 <sup>5</sup> Letter from Robert Ramos, Director of Risk and Claims Management, SCE, to CPUC Safety &  
27 Enforcement Division (December 6, 2018),  
[https://www.edison.com/content/dam/eix/documents/woolsey\\_letter\\_to\\_cpuc.pdf](https://www.edison.com/content/dam/eix/documents/woolsey_letter_to_cpuc.pdf).

28 <sup>6</sup> Guy Wire, Southern California Edison,  
<https://www.edison.com/content/dam/eix/documents/guywire.pdf>.

1 42. Driven by the powerful Santa Ana winds, the fast-moving fire blew south from  
2 Ventura County and jumped over the 101 freeway into Los Angeles County shortly before dawn  
3 on November 9, making its way toward several populated communities

4 43. Los Angeles County Chief Deputy David Richardson said the fire's front was 14



20 miles wide as it crested the hills at Liberty Canyon Road, wide enough that it blew over the  
21 Malibu Canyon Road and Decker Road corridors simultaneously.

22 Woolsey Fire Progression Map from Cal Fire<sup>7</sup>.

23 44. According to local reporter Eric Spillman from KTLA, “The fire was burning like  
24 a torch or flame thrower across the freeway . . . There were people on the freeway doing U-turns

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28 <sup>7</sup> Woolsey Fire Progression Map, Cal Fire (Nov. 17, 2018),  
[http://cdfdata.fire.ca.gov/incidents/incidents\\_details\\_maps?incident\\_id=2282](http://cdfdata.fire.ca.gov/incidents/incidents_details_maps?incident_id=2282).

1 and driving back the way they came from, in darkness with smoke all the way around them. It  
2 was just remarkable.”<sup>8</sup>

3 45. Evacuating residents used the Pacific Coast Highway to flee toward Santa Monica.  
4 Thousands evacuated and were kept from their homes while firefighters attempted to contain the  
5 blaze.

6 46. Approximately 3,500 students sheltered-in-place at Pepperdine University, and  
7 were forced to remain there for two days.



21 Photograph from Getty Images

22 47. Gavin Newsom declared a state of emergency in Los Angeles and Ventura  
23 counties because of the Woolsey Fire and the nearby Hill Fire. The President also approved an  
24 emergency declaration for the state on November 12.

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26  
27 <sup>8</sup> Jenna Chandler, *Evacuation Orders Lifted as Tally of Buildings Destroyed by Woolsey Fire*  
28 *Swells to 1,500*, Curbed Los Angeles (Nov. 19, 2018 7:54 A.M.),  
<https://la.curbed.com/2018/11/9/18079170/california-fire-woolsey-evacuations-los-angeles-ventura>.

1           48.     The Fire burned more than 80 percent of National Parks Service land in the Santa  
2 Monica Mountains National Recreation Area.

3           49.     Los Angeles County sheriff's Commander reported that two individuals who  
4 perished were found severely burned inside of a stopped vehicle Mulholland Highway in Malibu.  
5 Detectives believe the driver "may have become disoriented while evacuating" and was  
6 "overcome by fire."<sup>9</sup>

7           50.     Deputy Chief Richardson also stated "This fire dwarfs all of that . . . I've been in  
8 this business for over 32 years, I have never... ever seen fire spread that [way]."<sup>10</sup>



20 Photograph by Wally Skaliy / Los Angeles Times/Getty Images

21           51.     The Mayor of Malibu, who is also a local Fire Captain, stated that "[t]he amount of  
22 energy that was released was really nuclear in scale. . . . And this looks like a post-apocalyptic  
23 scene. Everything [] vaporized, in fairly short order."<sup>11</sup>

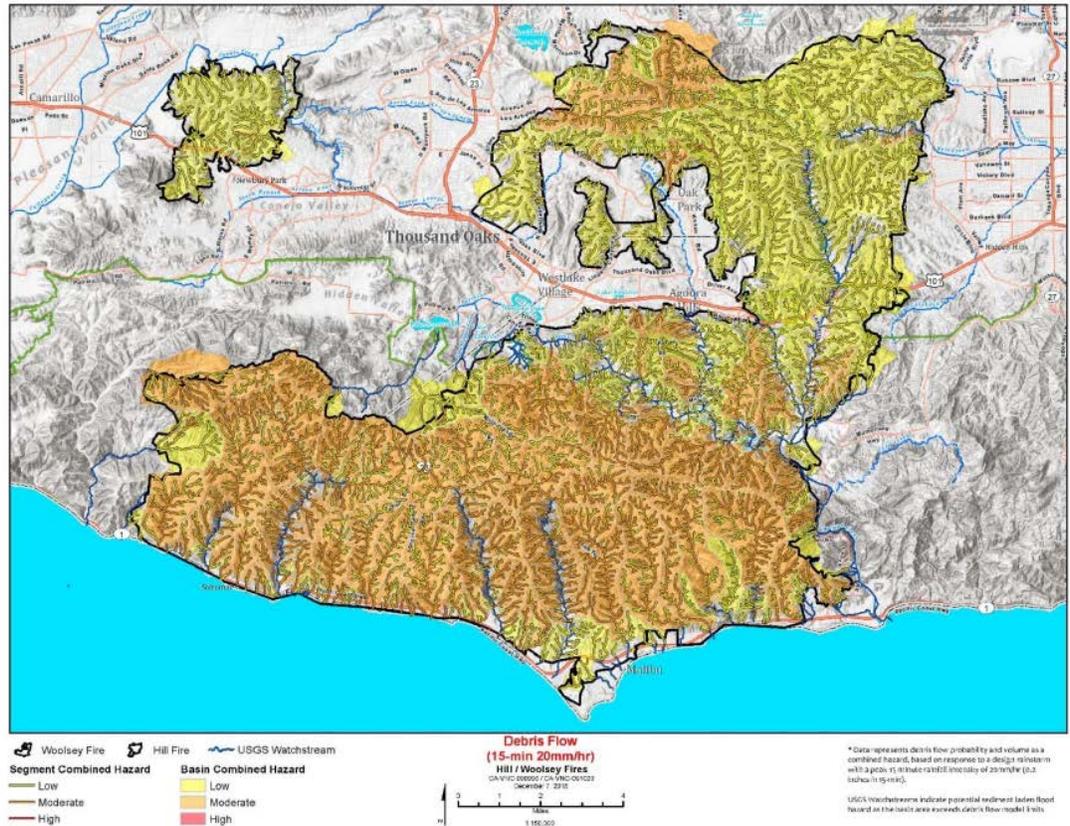
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26 <sup>9</sup> Chandler, *supra* note 8.

27 <sup>10</sup> *Id.*

28 <sup>11</sup> Dana Goodyear, *After the Woolsey Fire, Mudslides Threaten Malibu*, *The New Yorker* (Dec. 5, 2018), <https://www.newyorker.com/news/dispatch/after-the-woolsey-fire-mudslides-threaten-malibu>.

1 52. Because Woolsey was a hot, fast fire, it left little vegetation in its wake. Thus,  
2 there is now a risk of debris flows in the areas below the Woolsey burn scar.

3 53. In the event the area receives .2 inches of rain in a 15 minute period, the map  
4 below depicts the areas with risks of debris flows:

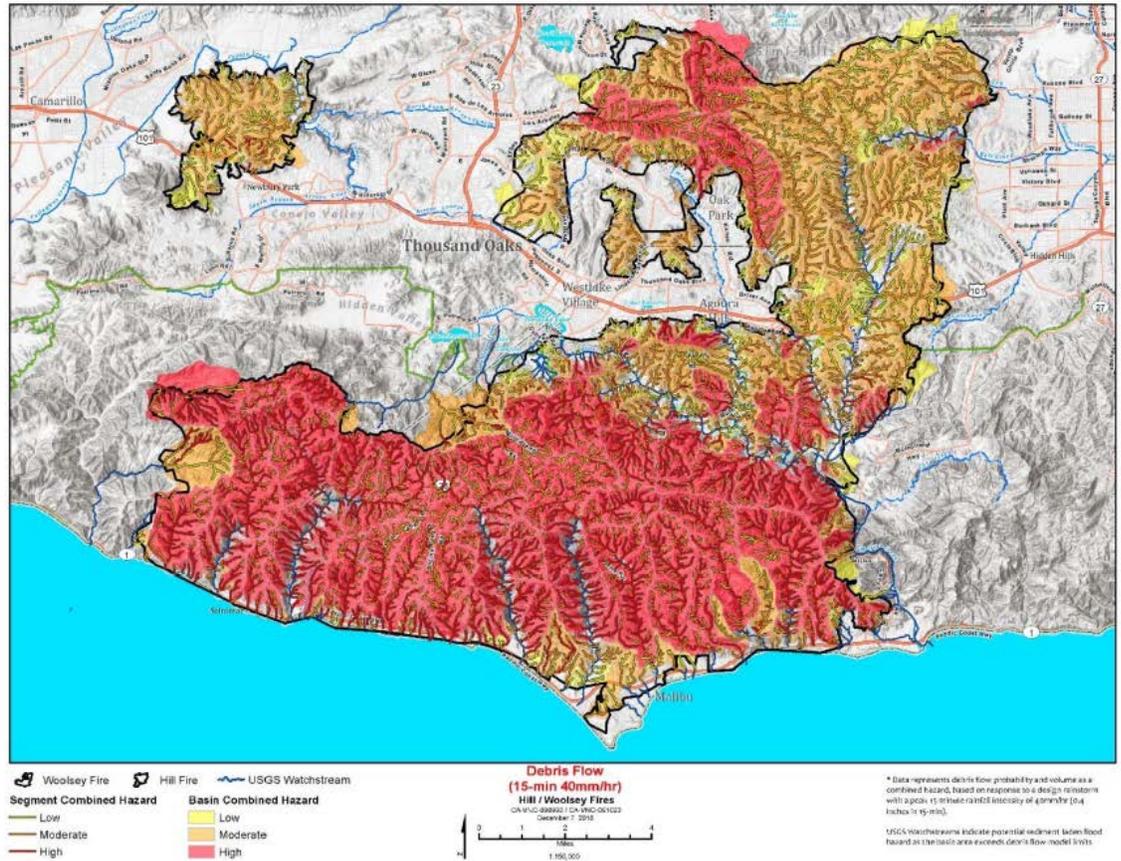


18 **Figure 20.** Combined debris flow hazard for the Woolsey and Hill fires for a 20 mm hr<sup>-1</sup> 15-minute storm event. This event equates  
19 to a precipitation depth of approximately 0.2 inches in 15 minutes.

20 Woolsey Watershed and Emergency Response Team Report at p. 55.<sup>12</sup>

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28 <sup>12</sup> Woolsey and Hill Fires Watershed and Emergency Response Team Report, Dec. 14, 2018,  
[http://www.fire.ca.gov/current\\_incidents/incidentdetails/Index/2282](http://www.fire.ca.gov/current_incidents/incidentdetails/Index/2282).

1 54. In the event the area receives .4 inches of rain in a 15 minute period, the map  
2 below depicts the areas with risks of debris flows:



18 **Figure 21.** Combined debris flow hazard for the Woolsey and Hill fires for a 40 mm hr<sup>-1</sup> storm event. This event equates to a  
19 precipitation depth of approximately 0.4 inches in 15 minutes.

20 Woolsey Watershed and Emergency Response Team Report at 57.

21 55. Malibu neighborhoods affected by the fire have already been hit by large  
22 mudslides, but fortunately no deaths or major injuries were reported to date.

23 56. Thus each time rain comes this winter and for years to come, loose dirt and rocks  
24 in the burn scar could pour downhill, flowing down the same stream beds and alluvial channels  
25 that pulled the fire up the mountains.

## 26 **B. Edison's Responsibility**

### 27 **1. Edison Had a Non-Transferable, Non-Delegable Duty to Safely** 28 **Maintain Electrical Infrastructure and the Nearby Vegetation**

57. At all times prior to November 8, 2018, Edison had a non-transferable, non-  
delegable duty to properly construct, inspect, repair, maintain, manage, and/or operate its power

1 lines and/or other electrical equipment and to keep vegetation properly trimmed at a safe distance  
2 so as to prevent foreseeable contact with such electrical equipment.

3 58. In the construction, inspection, repair, maintenance, management, ownership,  
4 and/or operation of its power lines and other electrical equipment, Edison had an obligation to  
5 comply with a number of statutes, regulations, and standards, as detailed below.

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

10 60. To meet this safety mandate, Edison is required to comply with a number of design  
11 standards for its electrical equipment, as stated in CPUC General Order 95. For example, in  
12 extreme fire areas, Edison also must ensure that its power lines can withstand winds of up to 92  
13 miles per hour.

14 61. Further, Edison must follow several standards to protect the public from the  
15 consequences of vegetation and/or trees coming into contact with its power lines and other  
16 electrical equipment. Pursuant to Public Resources Code § 4292, Edison is required to “maintain  
17 around and adjacent to any pole or tower which supports a switch, fuse, transformer, lightning  
18 arrester, line junction, or dead end or corner pole, a firebreak which consists of a clearing of not  
19 less than 10 feet in each direction from the outer circumference of such pole or tower.” Also,  
20 Public Resources Code § 4293 mandates Edison maintain clearances of four to ten feet for all of  
21 its power lines, depending of their voltage. In addition, “[d]ead trees, old decadent or rotten trees,  
22 trees weakened by decay or disease and trees or portions thereof that are leaning toward the line  
23 which may contact the line from the side or may fall on the line shall be felled, cut, or trimmed so  
24 as to remove such hazard.”

25 62. Pursuant to CPUC General Order 165, Edison is also required to inspect its  
26 distribution facilities to maintain a safe and reliable electric system. In particular, Edison must  
27 conduct “detailed” inspections of all of its overhead transformers in urban areas at least every five  
28

1 years. Also, every ten years, Edison is required to conduct “intrusive” inspections of its wooden  
2 poles that have not already been inspected and are over fifteen years old.

3 63. Edison knew or should have known that such standards and regulations were  
4 minimum standards and that Edison had a duty to identify vegetation which posed a foreseeable  
5 hazard to power lines and/or other electrical equipment, and to manage the growth of vegetation  
6 near its power lines and equipment so as to prevent the foreseeable danger of contact between  
7 vegetation and power lines starting a fire. Further, Edison has a duty to manage, maintain, repair,  
8 and/or replace its aging infrastructure to protect public safety. These objectives could and should  
9 have been accomplished in a number of ways, including, but not limited to, putting electrical  
10 equipment underground in wildfire-prone areas, increasing inspections, developing and  
11 implementing protocols to shut down electrical operations in emergency situations, modernizing  
12 infrastructure, and/or obtaining an independent audit of its risk management programs to ensure  
13 effectiveness.

14 **2. Foreseeable and Known Weather and Geographic Conditions**

15 64. At all times mentioned herein, Defendants were aware that the State of  
16 California had been in a multi-year period of drought.

17 65. On January 17, 2014, the Governor issued an Executive Order proclaiming a  
18 State of Emergency throughout the State of California due to severe drought conditions which  
19 had existed for four years. On November 13, 2015, the Governor issued Executive Order B-36-  
20 15, which proclaimed “[t]hat conditions of extreme peril to the safety of persons and property  
21 continue to exist in California due to water shortage, drought conditions and wildfires.”<sup>13</sup>  
22 Although the Governor issued an Executive Order in April 2017 ending the Drought State of  
23 Emergency in all counties except Fresno, Kings, Tulare, and Tuolumne, the declaration directed  
24 state agencies “to continue response activities that may be needed to manage the lingering  
25 drought impacts to people and wildlife.”<sup>14</sup>  
26

27 <sup>13</sup> Exec. Order B-36-15, Office of Gov. Edmund Brown, Jr. (Nov. 13, 2015).

28 <sup>14</sup> Exec. Order B-040-17 at 3, Office of Gov. Edmund Brown, Jr. (April 7, 2017).

1           66. Defendants were also aware that Southern California frequently experiences  
2 Santa Ana wind conditions, which are highly conducive to the rapid spread of wildfires. In  
3 California’s dry season, the dry, hot, powerful Santa Ana winds—sometimes called the “fire” or  
4 “devil” winds—blow inland from desert regions across the Mojave Desert.

5           67. The winds are a regular and foreseeable part of life in Southern California at the  
6 time of year of the Woolsey Fire began. Everyone who lives and works in Southern California  
7 is familiar with this type of wind event.

8           68. Defendants were aware that Southern California’s natural environment, comprised  
9 of chaparral, posed an additional risk of fire. Chaparral is a coastal biome that covers  
10 approximately five percent of the state of California. Because of California’s hot, dry summer and  
11 fall, chaparral is one of the most fire-prone plant communities in North America. Chaparral is  
12 also one of the most flammable vegetation complexes. Chaparral typically has multiple stems  
13 emerging from a single root crown, which not only adds to the density of the thickets but also  
14 increases the available surface area of combustible material. Hundreds of acres of chaparral can  
15 be burned in minutes. When chaparral burns in the mountains, thick black smoke rises through  
16 the canyons like it is going through a chimney.

17           69. Furthermore, in the presence of Santa Ana winds, the level of moisture in  
18 chaparral plants drops, and they become even more flammable.

19           70. According to records maintained by Cal Fire, electrical equipment was  
20 responsible for starting 350 wildfires in the Southern California region during 2015, the latest  
21 year such statistics have been published.<sup>15</sup> Thus, Edison knew of the foreseeable danger of  
22 wildfire when its power lines came into contact with vegetation.

23           71. The catastrophic Thomas Fire that burned through Ventura County last year put  
24 Edison on additional notice that Southern California was a high-risk area, and of the severe  
25 consequences of failing to act appropriately under the circumstances.

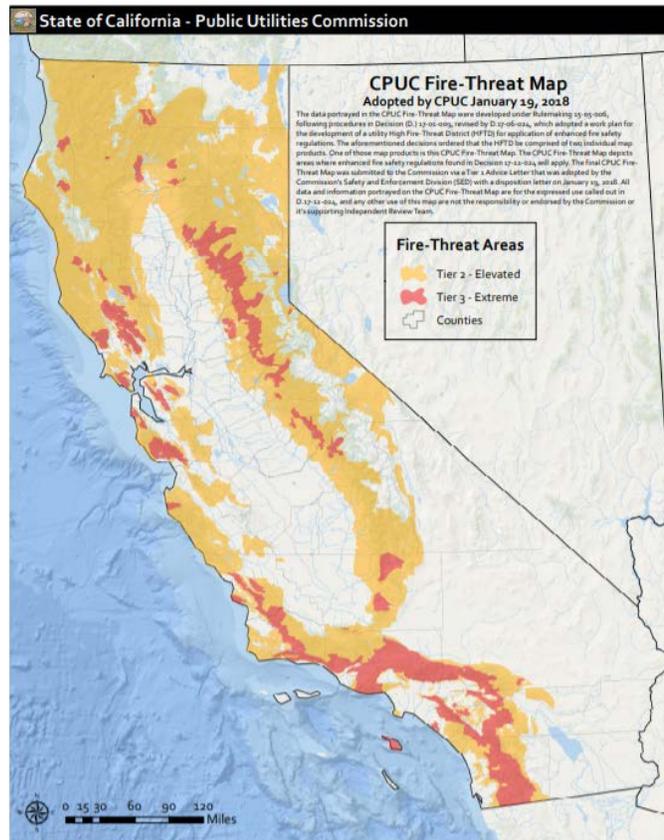
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26 <sup>15</sup> Historical Wildfire Activity Statistics (Redbooks), Cal Fire, [http://www.fire.ca.gov/fire\\_](http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks_2015)  
27 [protection/fire\\_protection\\_fire\\_info\\_redbooks\\_2015](http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks_2015); *see e.g.*, Table 9. Number of Fires by  
28 [Cause, by Unit and by County—Southern Region at 15, http://www.fire.ca.gov/downloads/redbooks/2015\\_Redbook/2015\\_Redbook\\_Fires\\_SouthernRegion.pdf](http://www.fire.ca.gov/downloads/redbooks/2015_Redbook/2015_Redbook_Fires_SouthernRegion.pdf).

1 72. Despite these warning signs and tragedies, Edison nevertheless failed to take  
2 reasonable, preventative measures in the face of known risks.

3 73. In January 2018, CPUC published a Fire-Threat Map in order “to enhance the fire  
4 safety of overhead electric power lines and communication lines located in high fire-threat  
5 areas.”<sup>16</sup>

6 74. The CPUC Fire-Threat Map shows “where (1) there is a heightened risk for  
7 destructive power-line fires, and (2) where stricter fire-safety regulations should apply.”<sup>17</sup>



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21 CPUC Fire-Threat Map<sup>18</sup>

22 75. On the Fire-Threat Map, the area in and around the origin of the Woolsey Fire is  
23 primarily orange and red, and described as Tier 2 and Tier 3.

24  
25 <sup>16</sup> See “CPUC Fire Safety Rulemaking Background” at Fire-Threat Maps and Fire-Safety  
26 Regulations Proceedings, Cal Pub. Utils. Comm’n, <http://www.cpuc.ca.gov/firethreatmaps/>.

27 <sup>17</sup> Decision Adopting Regulations to Enhance Fire Safety in the High Fire-Threat District, at 7.,  
28 Cal Pub. Utils. Comm’n (Dec. 21, 2017),  
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M200/K976/200976667.PDF>.

<sup>18</sup> Cal Fire Fire-Threat Map, Cal Fire, <http://www.cpuc.ca.gov/firethreatmaps/>.

1           76. Tier 2 describes areas “where there is an elevated risk (including likelihood and  
2 potential impacts on people and property) from wildfires associated with overhead utility power  
3 lines or overhead utility power-line facilities also supporting communication facilities.”<sup>19</sup>

4           77. Tier 3 describes areas “where there is an extreme risk (including likelihood and  
5 potential impacts on people and property) from wildfires associated with overhead utility power  
6 lines or overhead utility power-line facilities also supporting communication facilities. Tier 3 has  
7 the “highest likelihood of utility-associated fire initiation and growth that would impact people or  
8 property, and where the most restrictive utility regulations are necessary to reduce utility fire  
9 risk.”<sup>20</sup>

10          78. Edison was put on direct notice of this map in January 2018, and therefore knew of  
11 the elevated fire risk for the region well in advance of the Woolsey Fire.

12          79. In addition, Edison was aware of the prior version of the Map, Fire Map 1, which  
13 had been in development since 2012 and which the CPUC had adopted in May 2016.<sup>21</sup>

14          80. Fire Map 1 “depict[ed] areas of California where there is an elevated hazard for  
15 the ignition and rapid spread of power-line fires due to strong winds, abundant dry vegetation,  
16 and other environmental conditions.”

17          81. Fire Map 1 also showed the areas of origin of the Woolsey Fire as primarily red  
18 and orange, indicating the highest level of elevated hazard for the “ignition and rapid spread of  
19 power line fires due to strong winds, abundant dry vegetation, and/or other environmental  
20 conditions.”

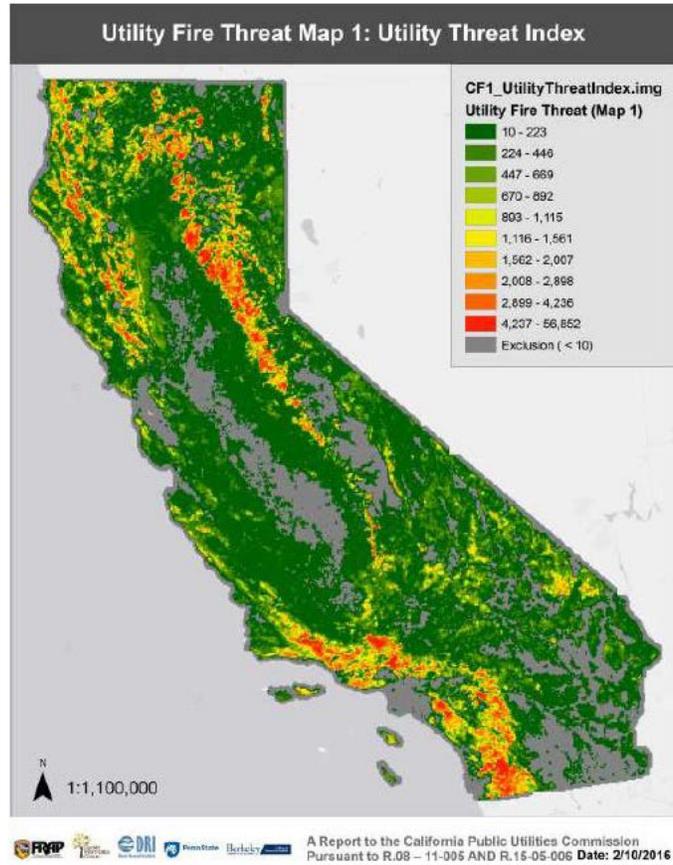
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26          <sup>19</sup> *Id.* at 10.

27          <sup>20</sup> *Id.*

28          <sup>21</sup> Decision Adopting Fire Map 1, at A-1, Cal Pub. Utils. Comm’n (May 27, 2016),  
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M162/K550/162550016.PDF>.

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Fire Map 1

82. On November 8, 2017, the CPUC adopted new regulations to enhance fire safety of overhead electrical power lines and communications lines located in high fire-threat areas following the devastating Northern California fires.

83. Edison is able to temporarily shut down power grids in high fire-threat areas to prevent wildfires by de-energizing its lines. Edison did not, however, shut off power grids in the Simi Valley area on November 8, 2018.

84. Defendants were specifically aware that they had a duty to maintain equipment and the surrounding vegetation in compliance with CPUC regulations and that a failure to do so constituted negligence and would expose Plaintiffs to a serious risk of property damage and economic losses caused by wildfires.

85. In addition, Edison International has been in business since 1886 in California, and Edison since 1896. Thus, Defendants were aware of the fire risk in the state—and their region in particular.

1                   **3.     Edison Knew Its Infrastructure Was Too Old and Improperly**  
2                   **Maintained for Safety**

3                   **a.     Overloaded Poles**

4                   86.     Edison has known for years that its miles of aging power lines pose a serious  
5 safety risk of triggering wildfires.

6                   87.     Edison’s service territory spans approximately 50,000 square miles, and 63.3  
7 percent of Edison’s electric transmission and distribution system is comprised of overhead lines.

8                   88.     There are 1.4 million utility poles its service territory.

9                   89.     Most of Edison’s poles were installed just after World War II.<sup>22</sup> While the  
10 methods used to measure safety have changed since then, Edison has not brought the older poles  
11 into compliance with modern standards.

12                  90.     In a 2015 report to the CPUC addressing the risk factors in its electrical system,  
13 Edison noted that “[w]ood poles are more susceptible to decay, woodpecker damage, or failure  
14 during a fire compared to concrete or steel poles.” Furthermore, poles located in high-wind areas  
15 such as in Southern California are “exposed to higher stresses . . . . [i]f a pole fails and starts a  
16 wildfire, the fire is more likely to spread in a high-wind area” and “[i]f a pole fails in service,  
17 wildfires are more likely to start in high-fire regions . . . .”<sup>23</sup>

18                  91.     In 2017, the CPUC ordered that the creation of a shared database be investigated,  
19 specifically to address the problems with Edison’s infrastructure that caused the 2007 Malibu  
20 Canyon Fire and electrical problems in the 2011 Windstorms:

21                    Poorly maintained poles and attachments have caused substantial property damage  
22 and repeated loss of life in this State. Unauthorized pole attachments are  
23 particularly problematic. A pole overloaded with unauthorized equipment  
24 collapsed during windy conditions and started the Malibu Canyon Fire of 2007,  
destroying and damaging luxury homes and burning over 4500 acres. Windstorms  
in 2011 knocked down a large number of poles in Southern California, many of

25 <sup>22</sup> Inspecting and Upgrading Utility Poles (SCE Pamphlet), <https://www.sce.com/wps/wcm/connect/55d4ff43-9d3e-4d37-9e70-02cd51867efa/PoleLoadingProgramFactSheet.pdf?MOD=AJPERES>.

26 <sup>23</sup> Safety Model Assessment Before the Pub. Utils. Comm’n of the State of Cal. (May 2015),  
27 Prepared by SCE, [http://www3.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://www3.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 which were later found to be weakened by termites, dry rot, and fungal decay.<sup>24</sup>

2 92. In the June 29, 2017 CPUC press release for its Order, the CPUC President  
3 Michael Picker stated, “[p]lain old wooden poles, along with their cousins, the underground  
4 conduits, are work horses, carrying most of our power and telecommunications. They sometimes  
5 get crowded and fail, causing outages and fires because of all the equipment crammed onto  
6 them.” Further, “[n]ot knowing where all the poles are and who owns them, how loaded they are,  
7 how safe they are, and whether they can handle any additional infrastructure, is problematic to  
8 both the utilities and to the CPUC. Creating a database of utility poles could help owners track  
9 attachments on their poles and manage necessary maintenance and rearrangements, and can help  
10 the CPUC in our oversight role.”<sup>25</sup>

11 **b. Failure to Maintain Electrical Infrastructure and Failure to**  
12 **Remediate its Known Risks**

13 93. On top of having aging infrastructure with no formal, organized system to track its  
14 condition, Edison also failed to perform the necessary maintenance and inspections of its  
15 electrical equipment.

16 94. Overloaded poles have been a long-standing problem for Edison. Because of this,  
17 as part of Edison’s 2012 General Rate Case, the CPUC ordered Edison to conduct a sample of  
18 Edison-owned and jointly-owned utility poles to determine whether pole loading<sup>26</sup> complied with  
19 current legal standards. Edison’s study found that 22.3% of the more than 5,000 poles tested  
20 failed to meet current design standards.

21 95. In 2013, the CPUC’s Safety and Enforcement Division sent a letter to the CPUC  
22 Commissioners recommending the following changes to Edison’s policy in order to better  
23 approximate the true risk of its aging equipment: (1) Edison should conduct wind analysis in its

24 <sup>24</sup> CPUC Order Instituting Investigation into the Creation of a Shared Database or Statewide  
25 Census of Utility Poles and Conduit (July 10, 2017), Cal. Pub. Utils. Comm’n,  
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K656/191656519.PDF>.

26 <sup>25</sup> Press Release, CPUC to Examine Utility Pole Safety and Competition; Considers Creation of  
27 Pole Database, Cal. Pub. Utils. Comm’n (June 29, 2017),  
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K560/191560905.PDF>.

28 <sup>26</sup> “Pole loading” refers to the calculation of whether a pole meets certain design safety factors based  
on wind in that location and given the facilities attached to the pole.

1 service territory by incorporating actual wind standards into its internal pole loading standards;  
2 (2) Edison should conduct a pole loading analysis of every pole carrying Edison facilities,  
3 employing a risk management approach, specifically considering fire risk, the presence of  
4 communications facilities, and the number of overloaded poles in the area; and (3) Edison should  
5 commence pole mitigation measures as soon as possible and not wait for the pole loading analysis  
6 to be completed.

7 96. The CPUC noted in its 2012 General Rate Case decision the importance of  
8 remediating overloaded poles because of the risk of fire:

9 Edison did not establish its ability to undertake intrusive inspections of 130,000  
10 wood poles per year during this rate cycle. However, we are concerned to the  
11 degree that some poles in Edison’s service territory, particularly jointly-owned  
12 poles, may, unknown to Edison, be overloaded. Overloaded poles may break and  
13 thereby contribute to increased fire and other hazards.<sup>27</sup>

14 97. In its 2015 General Rate Case, Edison proposed a Pole Loading Program (“PLP”)  
15 to “inspect and assess over 1.4 million poles over a seven-year period to identify and then  
16 remediate those poles that do not meet the current standards.”<sup>28</sup>

17 98. Edison requested \$1 billion in 2013-2017 capital expenditures and \$38 million in  
18 2015 test year expenses to cover costs for pole loading assessments and remediation.<sup>29</sup>

19 Additionally, Edison noted:

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

26 99. Edison claims to have started its program in 2014, and it proposed that it would  
27 complete its assessment in high fire areas in 2017 and pole remediation of overloaded poles in  
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24 <sup>27</sup> Decision On Test Year 2012 General Rate Case For Southern California Edison Company, 181,  
25 CPUC (Dec. 10, 2012), [http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M037/  
K668/37668274.pdf](http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M037/K668/37668274.pdf) (emphasis added).

26 <sup>28</sup> Test Year 2015 General Rate Case Application of Southern California Edison Company (U  
338-E), Nov. 23, 2013 at 23.

27 <sup>29</sup> Transmission and Distribution (T&D) Volume 6, Part 2 – Pole Loading at 2,  
28 [http://www3.sce.com/sscc/law/dis/dbattach5e.nsf/0/763A8DBECCA94ECC88257C210080F6E3/  
\\$FILE/SCE-03%20Vol.%2006%20Part%202.pdf](http://www3.sce.com/sscc/law/dis/dbattach5e.nsf/0/763A8DBECCA94ECC88257C210080F6E3/$FILE/SCE-03%20Vol.%2006%20Part%202.pdf).

1 2025. In its 2015 General Rate Case, Edison estimated that 22% of its utility poles were  
2 overloaded as a part of this assessment. Edison forecast it would perform an assessment of over  
3 205,000 poles in 2015.

4 100. Then in its 2018 General Rate Case, Edison disclosed that instead of addressing  
5 the problems with its infrastructure, Edison modified its software used to calculate pole loading  
6 safety factors and these revisions reduced the percentage of poles it needed to remediate to just  
7 9%.<sup>30</sup>

8 101. Edison further disclosed that it had it again failed to meet its 2015 projected  
9 assessment and repair numbers of overloaded poles. Specifically, Edison admitted that it had only  
10 conducted around 142,500 out of the 205,000 pole assessments stated it would have completed.  
11 As a result, Edison announced that it was changing the duration of its PLP from 7 years to 10  
12 years to allow for fewer pole assessments each year.

13 102. Additionally, Edison disclosed that out of the 142,519 poles it assessed, it only did  
14 repairs on 569 under the PLP, or 14,310 fewer overloaded poles than it forecast it would that  
15 year. Edison claims “repairs may be completed one or two years after the assessment, depending  
16 on whether the pole is in a high fire or non-fire area.”

17 103. This willful disregard of known, chronic and enduring problems in its equipment is  
18 staggering in terms of the safety risk posed to the people and businesses in the Woolsey Fire  
19 Area.

#### 20 **4. Prior Safety Violations**

21 104. Edison knew about the significant risk of wildfires from its ineffective vegetation  
22 management programs, unsafe equipment, and/or aging infrastructure for decades before the  
23 Woolsey Fire began, and has been repeatedly fined and/or cited for failing to mitigate these risks:

24 105. Since 2007, the CPUC has levied over \$78 million in fines against Edison for  
25 electric and fire-related incidents.<sup>31</sup>

26 <sup>30</sup> Test Year General Rate Case 2018, Transmission & Distribution Volume 9, Poles.

27 <sup>31</sup> Electric and Fire Related Fines, CPUC  
28 [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           106. The 1993 San Bernardino Mill Creek fire was caused by a failure of Edison's  
2 overhead power line equipment. The high winds caused a power line to break, spark a fire, and  
3 damage a nearby home.

4           107. In 1997, Edison's failure to perform adequate vegetation management near its  
5 distribution lines caused a 25,100 acre fire in Riverside County. Edison failed to trim trees near  
6 and around its power lines.

7           108. In 1998, Edison signed an undisclosed settlement in relation to a fire in which  
8 most of Stearns Wharf in Santa Barbara was burned. An investigation concluded that Edison was  
9 responsible.

10           109. In 2006, Edison agreed to pay \$14 million to settle a federal suit stemming from  
11 the 1994 Big Creek Forest Fire. The suit alleged that Edison did not comply with vegetation-  
12 clearance requirements around a high-voltage transformer that exploded and ignited nearby dry  
13 grass. The Government also alleged that Edison didn't install appropriate animal guards at the  
14 location, and that Edison employees also lacked the equipment to stop the fire before it went into  
15 the forest.

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

26           111. Under the settlement agreement with the CPUC, Edison admitted it violated the  
27 law by not taking prompt action to prevent its poles in Malibu Canyon from becoming overloaded.  
28 Further, Edison admitted that a replacement pole did not comply with the CPUC's safety

1 regulations for new construction, which should have caused Edison to take steps to remedy the  
2 situation.<sup>32</sup>

3 112. Edison was also found liable for the 2007 Nightsky fire in Ventura County. The  
4 fire burned 53 acres and started when sagging, overloaded power lines arced and sparked. The  
5 jury determined that Edison had not properly maintained its lines, that there were problems with  
6 insulators or conductors on Edison's poles, and that phase to ground faults, relay-tripping, and  
7 phase-to-phase imbalances indicated the existence of a chronic, unfixed hazard.

8 113. In 2011, the United States Government successfully sued Edison for a wildfire in  
9 the San Bernardino National Forest. A tree fell onto Edison power lines and emitted molten  
10 aluminum, starting the fire. The Government alleged that Edison should have removed the tree  
11 prior to the fire during its inspection and maintenance. The Government received a \$9.4 million  
12 verdict for fire suppression costs and rehabilitation of the forest.

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

20 115. In 2015, multiple power outages on Edison's secondary network system, the  
21 electric distribution system that serves downtown Long Beach, occurred, including a five-day  
22 outage from July 15 to July 20, 2015, and a four-day outage from July 30, 2015 to August 3,  
23 2015. The Long Beach outages primarily affected 3,825 customers served by Edison's Long  
24 Beach secondary network, but at times extended to 30,000 customers, including customers who  
25 receive their power from radial circuits that also feed the secondary network. Along with these  
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27 <sup>32</sup> Press Release, CPUC Staff Enter Settlement Agreement of \$37 Million with Southern  
28 California Edison over 2007 Malibu Fire, Cal. Pub. Utils. Comm'n (May 20, 2013),  
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M065/K515/65515418.PDF>.

1 outages, the failure of electric facilities caused fires in several underground structures, resulting in  
2 explosions that blew manhole covers into the air.<sup>33</sup>

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

8 117. Just this past year, in 2017, SCE caused the Thomas, Rye, and Liberty Fires.

9 118. The Thomas Fire of 2017 was, at the time, the largest fire in California history. It  
10 burned more than 280,000 acres and destroyed 1,063 structures. The Thomas Fire is believed to  
11 have two origin points. SCE has already acknowledged in a press release and in an SEC filing  
12 that its equipment was associated with one origin.

13 119. The Rye Fire began near Rye Canyon Loop in Santa Clarita before it went on to  
14 burn more than 6,000 acres and destroyed 6 six structures in Los Angeles County.

15 120. The 2017 Liberty Fire burned 300 acres and destroyed one structure and one  
16 outbuilding. SCE also released a press release acknowledging its equipment was associated with  
17 the fire's ignition. Cal Fire has also already reported SCE equipment was the cause of the Liberty  
18 Fire, but its full report has not been released.

19 **5. Edison's Repeated Failure to Properly Assess the Risks of its**  
20 **Equipment**

21 121. Edison knew or should have known of the risks its system created before the  
22 Woolsey Fire began because it has been called out for this behavior before.

23 122. The Risk Assessment and Safety Advisory Staff of the CPUC's Safety & Enforcement  
24 Division ("SED") is in the process of advancing a new "risk-informed" process to support decision-  
25 making and fund allocation in the context of energy utility General Rate Cases ("GRCs").  
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27 <sup>33</sup> *Decision Adopting Settlement Agreement Between Southern California Edison Company and*  
28 *the Safety and Enforcement Division Investigation 16-07-007, Cal. Pub. Utils. Comm'n (Oct. 15,*  
*2017), <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M196/K833/196833010.docx>.*

1           123. When the SED assessed Edison’s GRC application, the regulatory agency was  
2 highly critical of Edison’s risk assessment practices, determining it would be “unwise to accept  
3 Edison’s risk assessment methods as a basis for determining reasonableness of safety-related  
4 program requests.” The SED further found that “Edison is classifying major categories of  
5 spending as safety related, even though they relate to issues of customer satisfaction or electric  
6 service reliability than safety.” *See* Arthur O’Donnell, et al., Risk and Safety Aspects of Southern  
7 California Edison’s 2018-2020 General Rate Case Application 16-09-0001, 5 Cal. Pub. Utils.  
8 Comm’n (Jan. 31, 2017).

9           124. In particular, the agency “analyzed and evaluated the risk-informed decision  
10 framework used by Edison to identify major risks and determine potential mitigation plans and  
11 programs, and concluded that these methods and processes have not been particularly well  
12 described or effectively used to inform the 2018 GRC Test Year budget request.” *Id.*

13           125. Edison also “admitted in testimony that it did not use risk assessment in the  
14 identification of its top risks, or to select programs to address those risks, but mostly after-the-fact  
15 as a way to measure risk reduction associated with the programs or projects proposed.” *Id.*

16           126. The SED found that Edison failed to identify the threats having the potential to  
17 lead to safety risk, noting “Edison’s approach to identify threats . . . suffers from an almost non-  
18 existent level of granularity.” *Id.* at 20.

19           127. Additionally, Edison attempted to submit requests for funds for grid modernization  
20 under the guise of safety improvements. *Id.* at 46. However, the SED noted that improvement efforts  
21 are “typically portrayed as a means to expand integration of distributed energy resources and to  
22 improve reliability.” *Id.* The SED emphasized that Edison must “distinguish[] between safety and  
23 reliability when conducting [its] safety risk assessment.” *Id.* It ultimately found that “[w]hile Edison  
24 projected improvements in reliability metrics in its testimony from grid modernization, [the] SED did  
25 not find that Edison had provided similar projection in terms of improvement in safety metrics.”  
26 *Id.* at 49.

27           128. The Report also found that “[be]cause Edison did not provide a risk assessment to  
28 compare and rank all of its GRC programs, [the SED] was unable to compare how Edison has risk

1 scored its proposed Grid Modernization program relative to funding requests for Edison’s traditional  
2 infrastructure replacement programs.” *Id.*

3 129. Edison’s large number of distribution and subtransmission wooden poles were of  
4 paramount concern for the SED. *Id.* at 50 (“The utility’s Distribution & SubTransmission wood poles  
5 have been identified as assets with a substantial safety risk component.”)

6 130. Nearly 19% of poles reviewed in Edison’s PLP study were considered overloaded, and  
7 they specifically failed the bending analysis. *Id.* at 52.

8 131. The SED also expressed “concern[] that any forthcoming assessments [by Edison]  
9 utilizing new software and potentially continually changing design criteria could not be adequately  
10 managing, mitigating and minimizing safety risks associated with pole loading.”

11 132. The SED recommended the CPUC require SED to conduct “a pole loading study on  
12 an statistically valid sample for Edison’s service territory” and hire “an independent engineering firm,  
13 with appropriately State of California licensed engineers, [to] verify and validate [Edison’s] software  
14 to test the results provided by the specific software version utilized for Edison’s electrical distribution  
15 and transmission wood pole design, against General Order 95 Overhead Line Construction safety  
16 requirements,” since the utility had been unable to do so reliably on its own. *Id.* at 56.

17 133. In the report, Edison’s own “territorial analysis project[ed] as much as a tripling of  
18 wildfire risks in the Santa Barbara region.” *Id.*

19 134. The SED also found that the high risk scores of Edison’s infrastructure showed that  
20 Edison’s current methodology did not prioritize safety. *Id.* at 7. The SEC determined that Edison  
21 needed to make substantial improvements in evaluating and characterizing the risk of its  
22 infrastructure. *Id.* at 21. SEC’s methods of determining risk “underestimate[d] both the frequency  
23 and consequence/impact of very low frequency and very high consequence events, such as highly  
24 catastrophic wildfires. This is particularly true where Edison is relying on historical data as a  
25 basis for estimating the frequency and consequence terms.” *Id.* Also, Edison was not able to  
26 “provide even a qualitative prioritization of its risks.” *Id.* at 32.

**FIRST CAUSE OF ACTION**  
**Negligence**  
**(Brought by All Plaintiffs Against All Defendants)**

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

136. Defendants 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.

137. Defendants 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.

138. Defendants have special knowledge and expertise far above that of a layperson that they were required to apply to the design, engineering, construction, use, operation, inspection, repair, and maintenance of electrical lines, infrastructure, equipment, and vegetation in order to assure safety under all the local conditions in their service area, including but not limited to, those conditions identified herein.

139. Defendants negligently breached those duties by, among other things:

a. Failing to conduct reasonably prompt, proper, and frequent inspections of the electrical transmission lines, wires, and associated equipment;

b. Failing to design, construct, monitor, and maintain high voltage transmission and distribution lines in a manner that would avoid igniting and/or spreading fire during foreseeable and expected long, dry seasons;

c. Failing to design, construct, operate, and maintain high voltage transmission and distribution lines and equipment to withstand foreseeable conditions and avoid igniting and/or spreading fires;

d. Failing to maintain and monitor high voltage transmission and distribution lines in known fire-prone areas to avoid igniting and/or spreading fires;

e. Failing to keep equipment in a safe condition at all times to prevent fires;

1           f.       Failing to inspect vegetation within proximity to energized transmission  
2 and distribution lines and maintain at a safe distance to avoid igniting and/or spreading fires;

3           g.       Failing to de-energize power lines during foreseeable and expected fire-  
4 prone conditions;

5           h.       Failing to de-energize power lines after the fire's ignition;

6           i.       Failing to properly investigate, vet, hire, train, and supervise employees  
7 and agents responsible for maintenance and inspection of the distribution lines and proximate  
8 vegetation;

9           j.       Failing to implement and follow regulations and reasonably prudent  
10 practices to avoid igniting and/or spreading fire; and

11          k.       Failing to properly investigate, monitor, and maintain vegetation sufficient  
12 to mitigate the risk of fire.

13          140.    The Woolsey Fire was a direct, legal, and proximate result of Defendants'  
14 negligence. As a direct, proximate, and legal result of said negligence Plaintiffs suffered damages  
15 as alleged herein.

16          141.    At all times mentioned herein, Defendants failed to properly inspect and maintain  
17 electrical infrastructure and equipment which they knew, given the then existing and known  
18 weather, climate, and fire- and mudslide-risk conditions, posed a risk of harm to Plaintiffs, and to  
19 their real and/or personal property. Defendants were aware that if the subject electrical  
20 infrastructure came in contact with vegetation that a fire would likely result and that a mudslide  
21 may result as well. Defendants also knew that, given the existing and known weather, climate,  
22 and fire-risk conditions, said fire was likely to pose a risk of property damage, economic loss,  
23 personal injury, and/or death to the general public, including to Plaintiffs.

24          142.    Over the past decade, Defendants have been subject to numerous fines and  
25 penalties as a result of Edison's ongoing failure to abide by safety rules and regulations.

26          143.    The property damage and economic losses caused by the Woolsey Fire are the  
27 result of the ongoing custom and practice of Defendants of consciously disregarding the safety of  
28 the public and not following statues, regulations, standards, and rules regarding their business

1 operations. Despite having caused death and injury to numerous people and extensive property  
2 damage and economic loss, Defendants have continued to act in conscious disregard for the safety  
3 of others, and have ratified the unsafe conduct of their employees. Upon information and belief,  
4 no employee has been disciplined or discharged as a result of failing and/or refusing to comply  
5 with the regulations and/or as a result of the deaths of members of the public.

6 144. Defendants, in order to cut costs, failed to properly inspect and maintain the  
7 subject electrical infrastructure with full knowledge that any incident was likely to result in a fire  
8 that would burn and/or kill people, damage or destroy property, and/or cause harm to the general  
9 public and that such a fire would be likely to cause a mudslide which also would injure and/or kill  
10 people, damage or destroy property, and/or cause harm to the general public, including Plaintiffs.

11 145. Defendants' actions did in fact result in damages to Plaintiffs. Defendants failed to  
12 make the proper inspections, failed to properly maintain the lines, failed to properly trim  
13 vegetation, failed to properly and timely remove vegetation, and failed to safely operate their  
14 electrical infrastructure, in order to save money.

15 146. Defendants' negligence was a substantial factor in causing Plaintiffs' damages.

16 147. Defendants' failure to comply with their duties of care proximately caused damage  
17 to Plaintiffs.

18 148. As a further direct and proximate result of Defendants' negligence, Plaintiffs  
19 suffered damages including, but not limited to property damage, loss of cherished possessions,  
20 economic loss, business loss, emotional distress, annoyance, disturbance, inconvenience, mental  
21 anguish, loss of quiet enjoyment of their property, and costs related to evacuation and/or  
22 relocation.

23 149. The Woolsey Fire physically damaged and destroyed properties upon which  
24 Plaintiffs depended to make their living. The types of property damaged include homes; offices  
25 and other facilities where Plaintiffs worked; homes; offices; and other facilities where Plaintiffs'  
26 patrons lived and worked; in addition to the roads, including U.S. Highway 101, which enabled  
27 Plaintiffs to access and conduct their businesses, and their patrons to access their businesses.  
28

1           150. Defendants were and are in a special relationship to this Plaintiff. As a supplier of  
2 electrical power to Plaintiffs (and/or entities in privity with Plaintiffs) and the region in which  
3 Plaintiffs live and do business, Defendants' operation of its electrical equipment was intended to  
4 and did directly affect Plaintiffs.

5           151. Defendants operated their electrical infrastructure in close geographic proximity to  
6 Plaintiffs, and with knowledge of the homes and businesses in close proximity to those wires. As  
7 a result, Defendants' operation of their wires was plainly intended to affect Plaintiffs.

8           152. The harm to Plaintiffs from the Defendants' failure to properly inspect, repair, and  
9 maintain electrical infrastructure was clearly foreseeable. Specifically, it was foreseeable that  
10 such conduct would cause a massive wildfire, and that such a wildfire would destroy personal and  
11 real property near such infrastructure, force residents and visitors in the region to evacuate, cause  
12 a mudslide, and deter those who would have visited from visiting the area, resulting in fewer  
13 customers to patronize area businesses and fewer economic opportunities for Plaintiffs.

14           153. Plaintiffs suffered injuries which were clearly and certainly caused by the Woolsey  
15 Fire, resulting evacuation and/or relocation and economic losses, and the remedial measures they  
16 were forced to take to restore their properties and businesses.

17           154. There is moral blame attached to Defendants as a result of the terrible injuries their  
18 misconduct caused, including the damage to Plaintiffs through no fault of their own, and  
19 incalculable damage to the environment.

20           155. Public policy supports finding a duty of care in this circumstance due to, among  
21 other things, Defendants violation of California Civil Code §§ 3479, 3480, Public Utilities Code  
22 § 2106, and California Health & Safety Code § 13007.

23           156. Defendants, large billion-dollar corporations with tens of billions of total assets,  
24 are better placed to absorb the cost of this disaster than Plaintiffs, who are individual property  
25 owners, tenants, independent contractors, and small business owners.

26           157. A finding of a duty of care on Defendants will also deter public utilities from  
27 failing to properly inspect, repair, and maintain their electrical infrastructure in the future,  
28

1 whereas burdening the Plaintiffs with the cost of this disaster will not have any deterrent value, as  
2 Plaintiffs are victims through no fault of their own.

3 158. Wildfire insurance, corporate liability insurance, and reinsurance are widely  
4 available and prevalent in the industry, and Defendants maintain a substantial amount of wildfire  
5 insurance to pay for precisely these kinds of incidents.

6 159. Further, the conduct alleged against Defendants in this complaint was despicable  
7 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,  
8 constituting oppression, for which Defendants must be punished by punitive and exemplary  
9 damages in an amount according to proof. Defendants' conduct evidences a conscious disregard  
10 for the safety of others, including Plaintiffs. Defendants' conduct was and is despicable conduct  
11 and constitutes malice as defined by Civil Code § 3294. An officer, director, or managing agent  
12 of Edison personally committed, authorized, and/or ratified the despicable and wrongful conduct  
13 alleged in this complaint. Plaintiffs are entitled to an award of punitive damages sufficient to  
14 punish and make an example of Defendants.

15 **SECOND CAUSE OF ACTION**  
16 **Inverse Condemnation**  
**(Brought by All Plaintiffs Against All Defendants)**

17 160. Plaintiffs incorporate and re-allege by this reference, each of the paragraphs set  
18 forth as though fully set forth herein.

19 161. Edison is a public entity for the purposes of the doctrine of inverse condemnation.

20 162. On or about November 8, 2018, Plaintiffs were owners of real property and  
21 personal property located within Southern California.

22 163. Prior to and on November 8, 2018, Defendants deliberately designed, installed,  
23 owned, operated, used, controlled, and/or maintained power lines and/or electrical distribution  
24 infrastructure in Southern California for the purpose of providing electricity to the public.

25 164. Providing electricity to the public using power lines and/or electrical distribution  
26 infrastructure is a public improvement made to benefit the community as a whole.

27 165. On or about November 8, 2018, as a direct, necessary, and legal result of  
28 Defendants' deliberate installation, ownership, operation, use, control, and/or maintenance for a

1 public use of power lines and/or electrical distribution infrastructure, Defendants' power lines  
2 and/or electrical distribution infrastructure came in contact with vegetation and caused the  
3 Woolsey Fire, which burned in excess of 96,000 acres, including property owned or occupied by  
4 Plaintiffs. The fire took and/or damaged and/or destroyed Plaintiffs' real and/or personal  
5 property.

6 166. The taking of and/or damage to Plaintiffs' property was proximately and  
7 substantially caused by Defendants' deliberate actions. Defendants' deliberate installation,  
8 ownership, operation, use, control, and/or maintenance for a public use of power lines and  
9 equipment caused Woolsey Fire.

10 167. The taking of and/or damage to Plaintiffs' property arose out of the functioning of  
11 Edison's power lines and/or electrical distribution infrastructure as deliberately designed,  
12 constructed, altered, and maintained.

13 168. Plaintiffs have not received adequate compensation for the taking of and/or  
14 damage to and/or destruction of their property, thus constituting a taking or damaging of  
15 Plaintiffs' property by Defendants without just compensation.

16 169. As a direct and legal result of the above-described takings of and/or damages to  
17 Plaintiffs' property, including loss of use and interference with access, enjoyment and  
18 marketability of real property, and taking/damage/destruction of personal property, Plaintiffs have  
19 been damaged in amounts according to proof at trial.

20 170. Plaintiffs have incurred and will continue to incur attorneys', appraisal, and  
21 engineering fees and costs because of Defendants' conduct, in amounts that cannot yet be  
22 ascertained, but which are recoverable in this action under Code of Civil Procedure § 1036.

23 171. The damage to Plaintiffs' property is disproportionate to the risks from the public  
24 improvements made to benefit the community as a whole. Justice, fairness, and the California  
25 Constitution require that Plaintiffs be compensated for their injuries by Edison rather than  
26 allowing those injuries to remain disproportionately concentrated on them.

1 172. Edison is guaranteed the ability to raise its rates to cover costs associated with  
2 inverse condemnation liability if the CPUC determines Edison acted as a reasonable and prudent  
3 manager under the circumstances.

4 **THIRD CAUSE OF ACTION**  
5 **Public Nuisance**  
6 **(Brought by All Plaintiffs Against All Defendants)**

7 173. Plaintiffs incorporate and re-allege by this reference, each of the paragraphs set  
8 forth as though fully set forth herein.

9 174. Defendants owed a non-transferable, non-delegable duty to the public, including  
10 Plaintiffs, to conduct their business, in particular the maintenance and/or operation of power lines,  
11 power poles, and/or electrical equipment on power poles, and adjacent vegetation in proximity to  
12 their electrical infrastructure in Southern California, in a manner that did not threaten harm or  
13 injury to the public welfare.

14 175. Defendants, by acting and/or failing to act, as alleged hereinabove, created a  
15 condition that was harmful to the health of the public, including Plaintiffs, and created a fire  
16 hazard and other potentially dangerous conditions to Plaintiffs' property, which interfered with  
17 the comfortable occupancy, use, and/or enjoyment of Plaintiffs' property. This interference is  
18 both substantial and unreasonable.

19 176. Plaintiffs did not consent, expressly or impliedly, to the wrongful conduct of  
20 Defendants.

21 177. The hazardous condition which was created by and/or permitted to exist by  
22 Defendants affected a substantial number of people at the same time within the general public,  
23 including Plaintiffs, and constituted a public nuisance under Civil Code §§ 3479 and 3480 and  
24 Public Resources Code § 4171. Further, the ensuing Woolsey Fire constituted a public nuisance  
25 under Public Resources Code § 4170.

26 178. The damaging effects of Defendants' creation of a fire hazard and the ensuing  
27 Woolsey Fire are ongoing and affect the public at large. There is a long term risk of additional  
28 mudslides and/or debris flows in the future because the region was destabilized by the Woolsey  
Fire.

1           179. As a direct and legal result of the conduct of Defendants, Plaintiffs suffered harm  
2 that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have  
3 lost the occupancy, possession, use, and/or enjoyment of their land, real, and/or personal property,  
4 including, but not limited to: a reasonable and rational fear that the area is still dangerous; a  
5 diminution in the fair market value of their property; an impairment of the ability to sell their  
6 property; soils that have become hydrophobic; exposure to an array of toxic substances on their  
7 land; the presence of “special waste,” mud, and/or boulders on their property that requires special  
8 management and disposal; and economic losses.

9           180. As a further direct and legal result of the conduct of Defendants, Plaintiffs have  
10 suffered, and will continue to suffer, discomfort, anxiety, fear, worries, annoyance, and/or stress  
11 attendant to the interference with Plaintiffs’ occupancy, possession, use and/or enjoyment of their  
12 property.

13           181. A reasonable, ordinary person would be annoyed or disturbed by the condition  
14 created by Defendants, and the resulting Woolsey Fire.

15           182. Defendants’ conduct is unreasonable and the seriousness of the harm to the public,  
16 including Plaintiffs, outweighs the social utility of Defendants’ conduct. There is little or no  
17 social utility associated with causing the Woolsey Fire to destroy large cities and towns in  
18 Southern California.

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

23           184. The unreasonable conduct of Defendants is a direct and legal cause of the harm,  
24 injury, and/or damage to the public, including Plaintiffs.

25           185. Defendants have individually and/or collectively failed to and refused to conduct  
26 proper inspections and to properly trim, prune, and/or cut vegetation in order to ensure the safe  
27 delivery of electricity to residents and businesses through the operation of power lines in the  
28 affected area, and Defendants’ individual and/or collective failure to do so exposed every member

1 of the public to a foreseeable danger of personal injury, death, and/or a loss of or destruction real  
2 and personal property.

3 186. Defendants' conduct set forth above constitutes a public nuisance within the  
4 meaning of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of  
5 Civil Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to maintain an action  
6 for public nuisance because the nuisance is especially injurious to Plaintiffs because, as described  
7 above, it is injurious and/or offensive to the senses of Plaintiffs, unreasonably interferes with the  
8 comfortable enjoyment of their properties, and/or unlawfully obstructs the free use, in the  
9 customary manner, of their properties.

10 187. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants  
11 stop continued violation of Public Resource Code §§ 4292 and 4293 and CPUC General Order  
12 95. Plaintiffs also seek an order directing Defendants to abate the existing and continuing  
13 nuisance described above.

14 **FOURTH CAUSE OF ACTION**  
15 **Private Nuisance**  
16 **(Brought by All Plaintiffs Against All Defendants)**

17 188. Plaintiffs incorporate and re-allege by this reference, each of the paragraphs set  
18 forth as though fully set forth herein.

19 189. Plaintiffs own and/or occupy property at or near the site of the Woolsey Fire. At  
20 all relevant times herein, Plaintiffs had a right to occupy, enjoy, and/or use their property without  
21 interference by Defendants.

22 190. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act  
23 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' property,  
24 invaded the right of Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of  
25 their property, causing Plaintiffs unreasonable harm and substantial actual damages constituting a  
26 nuisance pursuant to California Civil Code § 3479.

27 191. As a direct and proximate result of Defendants' conduct, Plaintiffs sustained loss  
28 and damage, including but not limited to damage to property, discomfort, annoyance, and  
emotional distress, the amount of which will be proven at trial.



1           200. At all times relevant herein, Plaintiffs were the owners and lawful occupiers of real  
2 property damaged by the Woolsey Fire.

3           201. Defendants had a duty to use reasonable care not to enter, intrude on, or invade  
4 Plaintiffs' real properties. Defendants negligently allowed the Woolsey Fire to ignite and/or  
5 spread out of control, causing injury to Plaintiffs. The spread of a negligently caused fire to  
6 wrongfully occupy the land of another constitutes a trespass.

7           202. Plaintiffs did not grant permission for Defendants to cause the Woolsey Fire to  
8 enter their properties.

9           203. As a direct, proximate, and substantial cause of the trespass, Plaintiffs have  
10 suffered and will continue to suffer damages, including but not limited to damage to property,  
11 discomfort, annoyance, and emotional distress in an amount to be proved at the time of trial.

12           204. As a further direct and proximate result of the conduct of Defendants, Plaintiffs  
13 have hired and retained counsel to recover compensation for loss and damage and are entitled to  
14 recover all attorneys' fees, expert fees, consultant fees, and litigation costs and expenses, as  
15 allowed under California Code of Civil Procedure § 1021.9 for lands under cultivation or  
16 intended or used for the raising of livestock.

17           205. As a further direct and proximate result of the conduct of Defendants, Plaintiffs  
18 seek treble or double damages for wrongful injuries to timber, trees, or underwood on their  
19 property, as allowed under California Civil Code § 3346.

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

23           207. Defendants' conduct was willful and wanton, and with a conscious contempt and  
24 disdain for the disastrous consequences that Defendants knew could occur as a result of their  
25 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, which is an  
26 appropriate predicate fact for an award of exemplary/punitive damages in a sum according to  
27 proof.





1           224. Defendants owed a duty to Plaintiffs to avoid negligent or reckless conduct that  
2 would interfere with and adversely affect the existing and prospective economic relationships of  
3 Plaintiffs.

4           225. Defendants breached that duty to Plaintiffs by, among other things, failing to  
5 install and/or maintain reasonable safety equipment to prevent fires, failing to properly maintain  
6 their electrical infrastructure in a safe condition, and failing to manage the vegetation surrounding  
7 their equipment.

8           226. Defendants knew or should have known that, if they failed to act with reasonable  
9 care, the existing or prospective economic relationships of Plaintiffs would be interfered with and  
10 disrupted.

11           227. Defendants were negligent and failed to act with reasonable care as set forth  
12 above.

13           228. Defendants engaged in wrongful acts and/or omissions as set forth above,  
14 including but not limited to their violations of laws that require Defendants to operate their  
15 equipment in a manner that does not damage public health or safety.

16           229. As a direct and proximate result of Defendants' wrongful acts and/or omissions,  
17 Defendants negligently and recklessly interfered with and disrupted the existing and prospective  
18 economic relationships of Plaintiffs.

19           230. As a direct and proximate result of Defendants' wrongful acts and/or omissions,  
20 Plaintiffs have suffered and will suffer economic harm, injury, and losses as set forth above.

21 **VI. PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

23           1. Costs of repair, depreciation, and/or replacement of damaged, destroyed, and/or  
24 lost personal and/or real property;

25           2. Loss of use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal  
26 property, and/or alternative living expenses;

27           3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any  
28 related displacement expenses;

1           5.       Attorney's fees, expert fees, consultant fees, and litigation costs and expense, as  
2 allowed under California Code of Civil Procedure § 1021.9;

3           6.       Treble or double damages for wrongful injuries to timber, trees, or underwood on  
4 their property, as allowed under California Civil Code § 3346;

5           7.       Punitive/exemplary damages;

6           8.       All costs of suit;

7           9.       Prejudgment interest, according to proof; and

8           10.      General damages for fear, worry, annoyance, disturbance, inconvenience, mental  
9 anguish, emotional distress, and loss of quiet enjoyment of property; and

10          11.      For such other and further relief as the Court shall deem proper, all according to  
11 proof.

12 **VII.   JURY TRIAL DEMAND**

13           Plaintiffs hereby demand a jury trial on all issues so triable.

14 Dated: December 20, 2018

Respectfully submitted,

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

16  
17 By:  \_\_\_\_\_

18 Elizabeth J. Cabraser (State Bar No. 083151)  
19 Robert L. Lieff (State Bar. No. 037568) (*of counsel*)  
20 Robert J. Nelson (State Bar No. 132797)  
21 Lexi J. Hazam (State Bar No. 224457)  
22 Fabrice Vincent (State Bar No. 160780)  
23 Abby R. Wolf (State Bar No. 313049)  
24 Evan J. Ballan (State Bar No. 318649)  
25 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
26 275 Battery Street, 29th Floor  
27 San Francisco, CA 94111-3339  
28 Telephone: (415) 956-1000  
Facsimile: (415) 956-1008

*Attorneys for Plaintiffs*