

**SUMMONS
(CITACION JUDICIAL)**

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

RECEIVED-VENTURA
SUPERIOR COURT
2018 MAR 14 PM 2:18

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

**YOU ARE BEING SUED BY PLAINTIFF: BONNIE ATMORE; RICHARD
(LO ESTÁ DEMANDANDO EL DEMANDANTE): ATMORE, individually
and as trustee of the RANCHO VENTURA CONSERVATION TRUST;
R.A. ATMORE & SONS, INC. a California corporation; and
VENTURA LAND & LIVESTOCK, LLC,**

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación:

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

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

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

CASE NUMBER:
(Número del Caso):

Ventura, CA 93009-0001

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

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

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

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

NOTICE TO THE PERSON SERVED: You are served
1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

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

4. by personal delivery on (date):

COPY

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

ATTORNEYS FOR PLAINTIFFS:

COTCHETT, PITRE & MCCARTHY, LLP
FRANK M. PITRE, State Bar No. 100077
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Telephone: 650.697.6000
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WALKUP, MELODIA, KELLY & SCHOENBERGER
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Attorneys for Plaintiffs

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Rahul Ravipudi
PANISH SHEA & BOYLE, LLP
11111 Santa Monica Boulevard, Suite 700
Los Angeles, California 90025
TELEPHONE NO.: (310) 477-1700 FAX NO.: 310-477-1699
ATTORNEY FOR (Name): Bonnie Atmore, etc. Plaintiffs

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

CASE NAME: ATMORE v. EDISON

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

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

CASE NUMBER:

JUDGE:
DEPT:

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

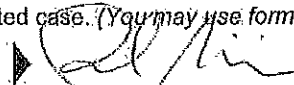
1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|--|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
<p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input checked="" type="checkbox"/> Other PI/PD/WD (23)
<p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
<p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
<p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
<p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
<p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20)
<p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
<p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

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

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

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.) Violation of Date: 3/14/18 Health Code

Rahul Ravipudi (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

COPY

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15 Attorneys for Plaintiffs

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

19 BONNIE ATMORE; RICHARD ATMORE,
individually and as trustee of the RANCHO
20 VENTURA CONSERVATION TRUST; R.A.
ATMORE & SONS, INC., a California
21 corporation; and VENTURA LAND &
LIVESTOCK, LLC,

22 Plaintiffs,

23 v.

24 SOUTHERN CALIFORNIA EDISON
25 COMPANY, a California corporation;
EDISON INTERNATIONAL; and DOES 1-
26 100, inclusive,

27 Defendants.

Case No.

COMPLAINT FOR DAMAGES

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

DEMAND FOR JURY TRIAL

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SUPERIOR COURT
2018 MAR 14 PM 2:48

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1 COME NOW, the Plaintiffs BONNIE ATMORE; RICHARD ATMORE, individually and as
2 trustee of the RANCHO VENTURA CONSERVATION TRUST; R.A. ATMORE & SONS, INC., a
3 California corporation; and VENTURA LAND & LIVESTOCK, LLC who complain against
4 Defendants SOUTHERN CALIFORNIA EDISON COMPANY, EDISON INTERNATIONAL and
5 DOES 1-100 (collectively “Defendants”) and allege as follows:

6 **I.**

7 **INTRODUCTION**

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

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

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

1 rapidly due to the strong Santa Ana winds and merged into the Thomas Fire later that night.

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



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22 *Flames explode on a chaparral hillside along Highway 33 north of Ojai¹*

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

1 5. The Thomas Fire was the inevitable byproduct of SCE’s willful and conscious
2 disregard of public safety. SCE, although mandated to do so, failed to identify, inspect, manage and/or
3 control vegetation growth near its power lines and/or other electrical equipment. This created a
4 foreseeable danger of trees and/or other vegetation coming into contact with SCE’s power lines and/or
5 other electrical equipment and causing electrical problems, including ignition of fires. Further, SCE
6 failed to construct, manage, track, monitor, maintain, operate, replace, repair, and/or improve its
7 power lines, poles, transformers, conductors, insulators, reclosers and/or other electrical equipment in
8 a safe manner, despite being aware that its infrastructure was aging, unsafe, likely to cause fires and/or
9 vulnerable to environmental conditions.

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

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

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

25 9. SCE had a duty to maintain its electrical infrastructure properly and to ensure
26 surrounding trees and vegetation were trimmed and kept at a safe distance. SCE violated that duty by
27 knowingly operating aging, overloaded and/or improperly maintained infrastructure. In fact, SCE’s
28 failures had caused fires before, and SCE had been sanctioned numerous times for these violations

1 before the Thomas Fire began. Nevertheless, SCE knowingly and habitually underestimated the
2 potential risk, including fire risk, its system posed.

3 10. Wildfires, explosions, and other devastating events have resulted from SCE’s
4 protracted history of choosing to divert funds from public safety, vegetation management,
5 infrastructure maintenance programs and/or other early detection fire safety methods and equipment,
6 such as “FlameSniffers,” to instead line its own corporate pockets.

7 **II.**

8 **JURISDICTION AND VENUE**

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

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

17 **III.**

18 **THE PLAINTIFFS**

19 13. RICHARD ATMORE and BONNIE ATMORE are married. They reside in a home
20 located at 2977 Sexton Canyon Road, Ventura, California (the “PROPERTY”). The PROPERTY is
21 comprised of over 1,360 acres of land situated west of Sexton Canyon Road and north of Foothill
22 Road in Ventura.

23 14. RICHARD ATMORE is a sixth generation Ventura County resident. He attended El
24 Camino Elementary School, Cabrillo Junior High and graduated from Buena High School in 1977. He
25 went on to study agriculture at Ventura College while at the same time beginning work as a ranch
26 hand on the same property he now owns and manages. He has dedicated his life to sustainable land
27 management practices, raising prized cattle and growing avocados while simultaneously ensuring the
28 long-term productive potential of the land’s resources and their environmental functions. RICHARD

1 ATMORE has been recognized numerous times for best practices in land stewardship by groups such
2 as the Resource Conservation District and Natural Resources Conservation Services.

3 15. BONNIE ATMORE is a third generation Ventura County resident with a deep
4 commitment to her community and service to others. Her grandfather farmed strawberries and celery
5 in Oxnard, and BONNIE ATMORE has carried on her family’s connection to agriculture and the land.
6 After working for a local real estate developer, she went on to direct the California Strawberry
7 Festival, which celebrates the region’s top crop and has awarded millions of dollars in scholarships to
8 the children of farmworkers. In 2008, she was invited to take on the role of CEO and President for the
9 region’s foodbank, FOOD Share. She was successful in mobilizing the community to provide food
10 and hope for the community’s most vulnerable. By the time she left that position in 2017, she had
11 grown the non-profit organization from a \$9 million operation to a \$22 million operation serving over
12 74,000 people each month.

13 16. VENTURA LAND & LIVESTOCK, LLC (“VL&L”) is a California company operated
14 by RICHARD ATMORE and BONNIE ATMORE. VL&L owns approximately 500 acres of land on
15 the PROPERTY.



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Atmore cattle grazing on the property

1 17. In 2014, RICHARD ATMORE and BONNIE ATMORE co-founded the RANCHO
2 VENTURA CONSERVATION TRUST (“TRUST”) in an effort to resist intense housing
3 development pressure in the Ventura Foothills. The TRUST is a 501(3)c (i.e. non-profit) dedicated to
4 the conservation and preservation of Ventura County’s rangeland, farms, air, water quality, wildlife
5 habitat and local food supply. RICHARD ATMORE is the trustee of the TRUST. The TRUST owns
6 approximately 860 acres of land on the PROPERTY, making it the largest agricultural and open space
7 conservancy in the County of Ventura. The 860 acres owned by the TRUST includes one of the trees
8 at the Two Trees landmark and goes east along Foothill Road and around Arroyo Verde Park.



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21 *View of iconic Two Trees landmark over Ventura County*

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23 18. The day-to-day operations of the TRUST include: grant writing; attending and
24 speaking at various community councils, service organizations and festivals to educate members of
25 the public about the TRUST; donor development efforts; mitigation banking operations; leading hikes
26 and tours for up to 250 people at a time; research projects on land management and conservation
27 efforts with partners and experts in farming, ranching and conservation; educational field trips for
28 youth; and hosting fundraising events for other non-profit organizations.

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Field trip for local kids to Rancho Ventura Conservancy



Mountain lion prowling the Rancho Ventura Conservancy hillsides

1 19. R.A. ATMORE & SONS, INC. (“RA&SONS”) is a California corporation operated by
2 RICHARD ATMORE and BONNIE ATMORE. RA&SONS (also known as “RA CATTLE
3 COMPANY”) runs a 300-head cow-calf operation on land leased from the TRUST. Additionally,
4 RA&SONS operates a weed abatement and habitat restoration business which offers a variety of
5 environmental contracting and consulting services to municipalities, utility companies, the oil and gas
6 industry and commercial private landowners in and around Ventura County. As part of the business,
7 RA&SONS sells firewood from the resources that are generated through the weed abatement and
8 habitat restoration business. Equipment and vehicles used the weed abatement activities is, and at all
9 relevant times was, stored and maintained on the PROPERTY.



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19 *R.A. Atmore & Sons cattle operations at the property*

20 20. Additionally, RA&SONS manages and operates 752 acres of land situated adjacent to
21 the PROPERTY, which acreage is owned by LLOYD PROPERTIES (“LLOYD”), a California
22 corporation. The 752 acres owned by LLOYD and managed by RA&SONS is situated north and east
23 of the 860 acres owned by the TRUST, and includes 91 acres of avocado trees and 12 acres of row
24 crops.

25 21. In May 2017, the TRUST entered into a purchase and sale agreement (“PSA”) with
26 LLOYD to acquire the 752 acres that RA&SONS has managed since 1979. Pursuant to the PSA, the
27 TRUST must raise and pay \$2.5 million in order to acquire the 752 acres as part of the conservancy.
28 In 2017, BONNIE ATMORE left her position and salary as CEO of FOOD Share to volunteer as the

1 Executive Director of the TRUST and to spearhead fundraising efforts and a capital campaign related
2 to funding the PSA. The capital campaign was scheduled to begin on December 9, 2017 and the
3 TRUST’S acquisition of the additional acres was planned to occur in July 2018. This included that
4 RICHARD ATMORE and BONNIE ATMORE would continue to manage the 91 acres of avocados,
5 with profits from that crop benefitting the TRUST.

6 22. Tragically, just days before the capital campaign kicked off, the Thomas Fire was
7 ignited due to the Defendants’ recklessness. The wildfire forced the TRUST to postpone the holiday
8 launch of its public campaign for support and donations that would have assisted the TRUST in
9 raising funds needed to fulfill the terms of the PSA. Significant resources and two years of planning
10 that were invested by the Plaintiffs in anticipation of the start of the capital campaign were wasted due
11 to the Thomas Fire and its devastating effects.



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The Thomas Fire closing in on Plaintiffs’ property

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24 23. On or about the evening of December 4, 2017, Plaintiffs RICHARD ATMORE and
25 BONNIE ATMORE were at their home on the PROPERTY when sparks and embers from the
26 Thomas Fire ignited the foothills all around them. RICHARD ATMORE, BONNIE ATMORE, their
27 son Richard Atmore III (together, the “ATMORES”) as well as a couple of Plaintiffs’ employees
28 scrambled to move equipment, vehicles, animals and hay to places of safety, but the fire was

1 incredibly aggressive, fueled by dry landscape and up to 82 mile an hour winds. It quickly became a
2 threat to the PROPERTY'S structures, including the ATMORE'S newly constructed home.

3 24. Armed only with garden hoses, the ATMORES fought to keep a perimeter around their
4 home and barn throughout the night for over ten hours. Large embers were continuously blown into
5 their home and possessions and onto their persons. Plaintiffs' son, Richard Atmore III, had his jacket
6 ignited and Plaintiffs' foreman was nearly struck with falling hay bales that had become enflamed. It
7 was not until dawn that the embers and fire subsided. Due only to their herculean efforts, the
8 ATMORE'S home was spared, as were their 12 horses. However, the vast expanse of pasture, native
9 vegetation, seeding grasses, animals and wildlife throughout the rest of the PROPERTY were
10 devastated. Equipment was demolished. The barn was virtually melted. Miles and miles of perimeter
11 and cross fencing that facilitate holistic rotational grazing was destroyed. A significant number of the
12 avocado trees were destroyed, although the full extent of the damage to the orchard is not yet known.



Richard Atmore protecting structure from flames

26 25. The wildfire took a massive toll on Plaintiffs' cow-calf operation. Dozens of cattle did
27 not survive the fire. Three of those animals had be euthanized by RICHARD ATMORE because they
28

1 suffered severe burns in the fire . Moreover, the fire destroyed all of the PROPERTY’S grazing land,
2 entirely eliminating the primary food source for Plaintiffs’ animals. The intense heat generated by the
3 fire caused the soil to become hydrophobic, which invites the growth of invasive weed species, but
4 makes the reseeding of native grasses incredibly difficult, in addition to expensive. It is not clear when
5 the PROPERTY’S pastures will be capable of supporting the cattle again.

6 26. In terms of Plaintiffs’ business going forward, a successful cow-calf operation in the
7 beef industry is largely reliant upon a process of selective breeding. Owner/operators spend years
8 cultivating their herd to develop specific animal traits, including such things as reproductive
9 performance or fertility, growth rate, body measurements, longevity, and carcass merit. The loss of
10 these animals combined with the loss of their primary food source may render the continuation of the
11 Plaintiffs’ decades-old cow-calf operation too costly to continue.

12 27. Plaintiffs lost a tremendous amount of equipment related to their ranch operations,
13 including the cattle and the weed abatement business. Plaintiffs lost their entire firewood inventory,
14 including all of their equipment to operate the firewood business. Notably, miles and miles of fencing
15 was damaged or destroyed due to the fire. The fencing is primarily used to keep cattle from wandering
16 off the PROPERTY where they can cause disruptions and/or damage to neighboring property.

17 28. There have been severe consequences beyond the loss of vehicles, equipment, and
18 supplies. Plaintiffs’ businesses were, at the time of the fire and for a substantial period of time
19 thereafter, unable to conduct daily operations or to service customers in any meaningful way.
20 Disruptions to the businesses have continued and are anticipated to continue into the future.

21 29. The fire’s effect on the conservancy has, likewise, been devastating. The landscape was
22 scorched by the fires. Hundreds of coast live oak and sycamore trees were destroyed, many of which
23 have been living on the PROPERTY for decades. Countless animals, including deer, bobcats,
24 squirrels, rabbits and birds, were discovered burned to death throughout the PROPERTY. For
25 animals, insects and birds that escaped, the land has been left permanently altered and denuded so that
26 there are no longer habitats or food available for them. These animals, in addition to the landscape and
27 the trees, were a huge part of the allure of the conservancy to members of the public for recreation
28 purposes and for generating fundraising opportunities for the TRUST. The fire has caused a

1 tremendous set-back for the TRUST as it will take overwhelming diligence and substantial resources
2 to help restore the land. The additional time and resources required were not part of the Plaintiffs' plan
3 or budget for their land management operations.



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16 *Dead deer burned in Thomas Fire on conservancy land*



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28 *Charred oak trees on Plaintiffs' land*

1 Utilities Code. It develops and operates energy infrastructure assets related to the production and
2 distribution of energy such as power plants, electric lines, natural gas pipelines and liquefied natural
3 gas receipt terminals. EDISON’S total assets are approximately \$53 billion.

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

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

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

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

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- (f) The SCE DEFENDANTS’ officers and managers act in the interest of SCE as a single enterprise;
- (g) EDISON has control and authority to choose and appoint SCE’s board members as well as its other top officers and managers;
- (h) Despite the fact that they are both Electric Companies and Public Utilities, the SCE DEFENDANTS do not compete with one another, but have been structured and organized and their business effectuated so as to create a synergistic, integrated, single enterprise where various components operate in concert with one another;
- (i) EDISON maintains unified administrative control over SCE;
- (j) The SCE DEFENDANTS are insured by the same carriers and provide uniform or similar pension, health, life, and disability insurance plans for employees;
- (k) The SCE DEFENDANTS have unified 401(k) plans, pension and investment plans, bonus programs, vacation policies, and paid time off from work schedules and policies;
- (l) The SCE DEFENDANTS invest funds from their programs and plans by a consolidated and/or coordinated Benefits Committee controlled by SCE and administered by common trustees and administrators;
- (m) The SCE DEFENDANTS have unified personnel policies and practices and/or a consolidated personnel organization or structure;
- (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 tax
5 relief, and/or without limitation
- 6 (t) EDISON generally directs and controls SCE's relationship with, requests to, and
7 responses to inquiries from the CPUC and uses such direction and control for the
8 benefits of EDISON.

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

13 **B. The Doe Defendants**

14 39. 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 40. 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 41. The DOE Defendants are private individuals, associations, partnerships, corporations,
22 governmental entities or other entities that actively assisted and participated in the negligent and
23 wrongful conduct alleged herein in ways that are currently unknown to Plaintiffs.

24 42. 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 by
27 operation of law, pursuant to Government Code section 912.4(c).

28 43. Some or all of the DOE Defendants may be residents of the State of California.

1 Plaintiffs may amend or seek leave to amend this Complaint to allege the true names, capacities, and
2 responsibility of these DOE Defendants once they are ascertained, and to add additional facts and/or
3 legal theories. Plaintiffs make all allegations contained in this Complaint against all Defendants,
4 including DOES 1-100.

5 V.

6 **FACTUAL ALLEGATIONS**

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

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

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

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

21 47. In the construction, inspection, repair, maintenance, management, ownership and/or
22 operation of their power lines and other electrical equipment, Defendants had an obligation to comply
23 with, *inter alia*: (1) Code of Civil Procedure § 733; (b) Public Resource Code §§ 4292, 4293 and
24 4435; (c) Public Utilities Code § 451; and (d) General Order Nos. 95 and 165.

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

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

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

11 51. Also, Public Resources Code § 4293 mandates that Defendants maintain clearances of
12 4 to 10 feet for all of their power lines, depending on their voltage. In addition, “[d]ead trees, old
13 decadent or rotten tress, trees weakened by decay or disease and trees or portions thereof that are
14 leaning toward the line which may contact the line from the side or may fall on the line shall be felled,
15 cut, or trimmed so as to remove such hazard.”

16 52. Pursuant to CPUC General Order 165, Defendants are also required to inspect their
17 distribution facilities to maintain safe and reliable electric systems. Specifically, Defendants must
18 conduct “patrol” inspections of all their overhead facilities annually in Extreme or Very High Fire
19 areas, which includes Ventura County.²

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

22 54. Defendants knew or should have known that these statutory and regulatory standards
23 are *minimum standards*. Defendants knew or should have known that they had (1) a duty to identify
24 vegetation that is dead, diseased and/or dying, or that otherwise poses a foreseeable hazard to power
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26 ² CPUC General Order 165, Table 1, http://www.docs.cpuc.ca.gov/PUBLISHED/GENERAL_ORDER/159182.htm

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

1 lines and/or other electrical equipment; and (2) a duty to manage the growth of vegetation near their
2 power lines and equipment so as to prevent the foreseeable danger of contact between vegetation and
3 power lines starting a fire.

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

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

13 57. To wit, in November 2015, SCE not only acknowledged this duty, but represented to
14 the California State Senate Subcommittee on Gas, Electric, and Transportation Safety that a number of
15 its “existing practices” had been “enhanced and new activities adopted since 2007 to further improve
16 SCE’s ability to manage wildfire risk.”⁴ Namely, SCE described a pilot program for the
17 implementation of early fire-detection technology known as the “FlameSniffer” in Santa Barbara
18 County. The FlameSniffer was described by SCE as having the ability to “immediately detect the
19 onset of fire from any ignition source: lightning strike, arson, or power-line arcing or accidental
20 ignition.”⁵ SCE touted the benefits of this technology as follows: “FlameSniffer’s ability to provide
21 traditional weather observation data AND fire/heat/arc notification and observation allows SCE to
22 take real-time operational measures to minimize fire ignitions... The combined use of existing
23 weather observation data from the [National Weather Service] and the new FlameSniffer devices gives
24 SCE both predictive and enhanced response capabilities to wildland fire incidents.”

25 58. Further, SCE represented to the Senate subcommittee that this technology: (1) provides

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27 ⁴ 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

28 ⁵ Id. at p. 12

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

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

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

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

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

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

25 63. In January 2014, Governor Jerry Brown declared a state of emergency due to
26 California’s continued drought conditions. In June 2014, pursuant to Resolution ESRB-4, the

27 _____
28 ⁶ Id.

1 California Public Utilities Commission (“CPUC”) directed SCE and all investor-owned utilities to
2 take remedial measures to reduce the likelihood of fires started by or threatening utility facilities. In
3 addition, the CPUC informed SCE and investor-owned utilities that it could seek recovery of
4 incremental costs associated with these remedial measures outside of the standard funding process,
5 agreeing to provide additional funding on top of vegetation management funding already authorized to
6 ensure remedial measures would not go unperformed due to lack of funding.

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

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

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

22 67. According to records maintained by Cal Fire, electrical equipment was responsible for
23 starting 350 wildfires in the Southern California region during 2015, the latest year such statistics have
24 been published.⁸ Thus, Defendants, and each of them, knew of the foreseeable danger of wildfire

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

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

1 when their power lines came into contact with vegetation.

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

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

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

16 After one of the deadliest and most destructive weeks in California’s
 17 history, firefighters are preparing for another significant wind event in
 18 Southern California. The National Weather Service has issued several Red
 19 Flag Warnings and Fire Weather Watches across Southern California
 20 starting this weekend through early next week due to gusty winds, low
 21 humidity and high temperatures. In response to these anticipated
 22 conditions, CAL FIRE is increasing its staffing levels with additional
 23 firefighters, fire engines, fire crews, and aircraft to respond to any new
 24 wildfires. **“This is traditionally the time of year when we see these
 25 strong Santa Ana winds,” said Chief Ken Pimlott, director of CAL
 26 FIRE.** “And with an increased risk for wildfires, our firefighters are ready.
 Not only do we have state, federal and local fire resources, but we have
 additional military aircraft on the ready. Firefighters from other states, as
 well as Australia, are here and ready to help in case a new wildfire ignites.”
 The weather warnings stretch from Santa Barbara, San Diego, Orange,
 Riverside, Los Angeles, San Bernardino and Ventura counties. **The winds
 are expected to reach gusts of up to 50 mph, along with record**

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

1 **breaking heat, fire danger in these areas is high.** It is vital that the public
2 use caution and avoid activities that may spark a new fire. **Any new fires**
3 **can spread rapidly under these types of weather conditions.**

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

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

13 73. Further, Plaintiffs are informed and believe that, at all relevant times, Defendants had
14 the ability to reprogram their reclosers¹¹ in times of high winds or other high risk environmental
15 conditions so that, in the event of a downed pole or power line, an open circuit would remain open
16 (i.e. not conducting electricity) and would not automatically “reclose” and electrical impulses would
17 thereby be prevented from traveling through lines or facilities that may be in contact with vegetation
18 or other flammable materials. Defendants did not, however, reprogram their electrical systems’
19 reclosers so as to minimize the risk of wildfire despite their knowledge of the “Red Flag Warning” and
20 the onset of severe wind conditions in high risk areas, including Ventura County.

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

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

24 74. SCE knew about the significant risk of wildfires caused by its aging and overloaded

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

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

1 utility poles years before the Thomas Fire began.

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

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

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

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

Poorly maintained poles and attachments have caused substantial
 property damage and repeated loss of life in this State. Unauthorized pole
 attachments are particularly problematic. A pole over loaded with
 unauthorized equipment 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 which were later found

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

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

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

1 to be weakened by termites, dry rot, and fungal decay.¹⁵

2
 3 79. In the June 29, 2017 CPUC press release related to this Order, CPUC President
 4 Michael Picker said, “plain old wooden poles, along with their cousins, the underground conduits, are
 5 work horses, carrying most of our power and telecommunications. They sometimes get crowded and
 6 fail, causing outages and fires because of all the equipment crammed onto them.” Further, “[n]ot
 7 knowing where all the poles are and who owns them, how loaded they are, how safe they are, and
 8 whether they can handle any additional infrastructure, is problematic to both the utilities and to the
 9 CPUC. Creating a database of utility poles could help owners track attachments on their poles and
 10 manage necessary maintenance and rearrangements, and can help the CPUC in our oversight role.”¹⁶

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

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

15 81. Overloaded poles have been a long-standing problem for SCE. As a result, as part of
 16 SCE’s 2012 General Rate Case, the CPUC ordered SCE to conduct a sample of SCE-owned and
 17 jointly-owned utility poles to determine whether pole loading¹⁷ complied with current legal standards.
 18 SCE’s study found that 22.3% of the more than 5,000 poles tested failed to meet current design
 19 standards.

20 82. In November 2013, the Safety & Enforcement Division sent a letter to the CPUC
 21 Commissioners regarding SCE’s study and recommended the following changes in policy: (a) SCE
 22 should conduct a wind analysis in its service territory, incorporating actual wind standards into its
 23

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

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

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

1 internal pole loading standards; (b) SCE should conduct a pole loading analysis of every pole carrying
2 SCE facilities, employing a risk management approach, considering, at a minimum, fire risk, the
3 presence of communications facilities and the number of overloaded poles in the area; and (c) SCE
4 should commence pole mitigation measures as soon as possible, and not wait for the pole loading
5 analysis to be completed.

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

8 SCE did not establish its ability to undertake intrusive inspections of
9 130,000 wood poles per year during this rate cycle. However, we are
10 concerned to the degree that some poles in SCE’s service territory,
11 particularly jointly-owned poles, may, unknown to SCE, be overloaded.
**Overloaded poles may break and thereby contribute to increased fire
and other hazards.**¹⁸

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

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

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

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

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

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

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

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

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

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

20 **3. SCE’s History of Safety Violations**

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

25 92. Since 2007, the CPUC has levied over \$78 million in fines against SCE for electric and
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28 ²¹ Test Year General Rate Case 2018, Transmission & Distribution Volume 9, Poles.

1 fire-related incidents.²²

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

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

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

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

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

23 98. As part of the settlement agreement with CPUC, SCE admitted that it violated the law
24 by not taking prompt action to prevent its poles in Malibu Canyon from becoming overloaded.
25 Further, SCE admitted that a replacement pole did not comply with the CPUC's safety regulations for
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27 _____
28 ²² Electric and Fire-Related Fines, CPUC
http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_and_Fire_Related_Fines.pdf

1 new construction, which should have caused SCE to take steps to remedy the situation.²³

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

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

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

18 102. In 2015, multiple power outages occurred on SCE's electric distribution system that
19 serves downtown Long Beach, including a five-day outage from July 15 to July 20, 2015 and a four-
20 day outage from July 30 to August 3, 2015. The Long Beach outages primarily affected 3,800
21 customers served by SCE's secondary network, but at times affected 30,000 customers, including
22 customers who received their power from radial circuits that also feed the secondary network. Along
23 with these outages, the failure of SCE's electrical facilities caused fires in several underground
24 structures, resulting in explosions that blew manhole covers into the air.²⁴

25

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

28 ²⁴ Decision Adopting Settlement Agreement Between Southern California Edison Company and the Safety and

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

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

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

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

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

18 107. Specifically, the SED “analyzed and evaluated the risk-informed decision framework
 19 used by SCE to identify major risks and determine potential mitigation plans and programs, and
 20 concluded that these methods and processes have not been particularly well described or effectively
 21 used to inform the 2018 GRC Test Year budget request.”²⁶

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

25 Enforcement Division Investigation 16-07-007, California Public Utilities Commission (Oct. 15, 2017),
 26 <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M196/K833/196833010.docx>

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

28 ²⁶ Id.

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

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

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

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

19 113. The SED further found that the high risk scores of SCE’s infrastructure showed that
20 SCE’s current methodology did not prioritize safety: SCE’s methods for analyzing risk
21 “underestimate[d] both the frequency and consequence/impact of very low frequency and very high
22 consequence events, such as highly catastrophic wildfires. This is particularly true where SCE is
23 relying on historical data as basis for estimating the frequency and consequence terms.“ SCE was not
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²⁷ Id. at 20.

26 ²⁸ Id. at 50.

27 ²⁹ Id. at 56.

28 ³⁰ Id.

1 able to “provide even a qualitative prioritization of its risks.”³¹

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

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

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

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

19 117. SCE, EDISON and DOES 1-100, and each of them (“Defendants”), caused and/or
20 contributed to causing the Thomas Fire. Plaintiffs are informed and believe that the Defendants
21 owned, operated, constructed, managed, maintained and/or otherwise controlled electrical facilities in
22 or about the area where ignition first occurred south of Thomas Aquinas College. Plaintiffs are further
23 informed and believe that SCE was performing construction and/or other work related to their
24 electrical facilities in or about the area where the fire started at the time of ignition.

25 118. Plaintiffs are informed and believe that the Defendants owned, operated, constructed,
26 managed, maintained and/or otherwise controlled the power pole, transformer and/or other electrical

27 _____
28 ³¹ Id. at 32

1 equipment involved in the explosion at the second point of ignition. Santa Ana winds gusting up to 80
2 miles per hour rapidly spread the fires and ultimately, the two joined and burned as one. At the height
3 of its strength, the Thomas Fire qualified as a “firestorm,” meaning it was strong enough to create its
4 own weather. At times, the fire advanced at a rate of an acre per second. The steep, rocky terrain of
5 the Santa Ynez Mountains and the force of the Santa Ana winds made the fire extremely difficult to
6 contain.



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

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

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

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VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

NEGLIGENCE

(Against All Defendants)

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

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

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

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

125. Defendants, and each of them, breached their respective duties owed to Plaintiffs by, including, but not limited to: (1) failing to comply with the applicable statutory, regulatory, and/or professional standards of care; (2) failing to timely and properly maintain, manage, inspect, and/or monitor the subject power lines, electrical equipment, and/or adjacent vegetation; (3) failing to properly cut, trim, prune, and/or otherwise keep vegetation at a sufficient distance to avoid foreseeable contact with power lines; (4) failing to trim and/or prune vegetation so as to avoid creation of a safety hazard within close proximity of the subject power line; (5) failing to make the overhead lines safe under all the exigencies created by surrounding circumstances and conditions; (6) failing to conduct adequate, reasonably prompt, proper, effective, and/or frequent inspections of the electrical

1 transmission lines, wires, and/or associated equipment; (7) failing to design, construct, monitor, and/or
2 maintain high voltage electrical transmission, and/or distribution power lines in a manner that avoids
3 the potential to ignite a fire during long, dry seasons by allowing vegetation to grow in an unsafe
4 manner; (8) failing to install the equipment necessary and/or to inspect and repair the equipment
5 installed, to prevent electrical transmission and distribution lines from improperly sagging, operating,
6 and/or making contact with other metal wires placed on its poles and igniting fires; (9) failing to keep
7 equipment in a safe condition and/or manage equipment to prevent fire at all times; (10) failing to de-
8 energize power lines during fire prone conditions; (11) failing to de-energize power lines after the
9 fire's ignition; (12) failing to reprogram reclosers to prevent electrical impulses from traveling
10 in/through downed or damaged power poles, lines and other electrical equipment; and/or (13) failing
11 to properly train and to supervise employees and agents responsible for maintenance and inspection of
12 the distribution lines and/or vegetation areas nearby these lines.

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

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

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

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

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

1 to proof at trial.

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

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

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

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

19 135. The potential harms to Plaintiffs from wildfires such as the Thomas Fire were
20 objectively foreseeable both in nature and in scope, and were subjectively known to the Defendants.
21 At all relevant times, Defendants failed to properly inspect and maintain electrical infrastructure and
22 equipment, which they knew, given the then-existing and known weather, climate, and wildfire risk
23 conditions, posed a risk of serious harm to the Plaintiffs and to their real and personal property, to
24 their health and well-being, and to their businesses and livelihoods. Defendants were aware that if
25 their electrical infrastructure came into contact with vegetation subject to long-term drought
26 conditions, a fire would likely result. Defendants also knew that, given the existing and known
27 weather, climate, and fire-risk conditions, the fire was likely to pose a risk of property damage,
28 economic loss, personal injury and/or death to the general public, including the Plaintiffs.

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

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

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

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

23 140. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek
24 exemplary damages for injuries to Plaintiffs’ animals as authorized by Code of Civil Procedure §
25 3340.

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1 **SECOND CAUSE OF ACTION**

2 **INVERSE CONDEMNATION**

3 **(Against All Defendants)**

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

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

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

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

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

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

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

27 148. Plaintiffs have incurred and will continue to incur attorneys', appraisal, and
28 engineering fees and costs and/or other expert fees due to Defendants' conduct, in amounts that cannot

1 yet be ascertained, but which are recoverable in this action pursuant to Code of Civil Procedure §
2 1036.

3 **THIRD CAUSE OF ACTION**

4 **PUBLIC NUISANCE**

5 **(Against All Defendants)**

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

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

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

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

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

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

28 155. The damaging effects of Defendants’ creation of fire hazards and the resultant Thomas

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

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

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

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

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

25 160. The individual and/or collective conduct of Defendants set forth above that resulted in
26 the Thomas Fire is not an isolated incident, but is ongoing and/or a repeated course of conduct, and
27 Defendants’ prior conduct and/or failures have resulted in other fires and damage to the public.

28 161. The unreasonable conduct of Defendants is a direct and legal cause of the harm, injury

1 and/or damage to the public, including Plaintiffs.

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

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

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

18 **FOURTH CAUSE OF ACTION**

19 **PRIVATE NUISANCE**

20 **(Against All Defendants)**

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

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

26 167. Defendants' actions, conduct, omissions, negligence, trespass and/or failure to act
27 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' property, invaded
28 the right of Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of their property,

1 causing Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance pursuant
2 to Civil Code § 3479.

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

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

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

14 **FIFTH CAUSE OF ACTION**

15 **PREMISES LIABILITY**

16 **(Against All Defendants)**

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

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

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

26 174. As a direct and legal result of the wrongful acts and/or omissions of the Defendants,
27 and each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth
28 herein.

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

6 **SIXTH CAUSE OF ACTION**

7 **TRESPASS**

8 **(Against All Defendants)**

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

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

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

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

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

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

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

1 Procedure § 733.

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

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

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

13 **SEVENTH CAUSE OF ACTION**

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

15 **(Against All Defendants)**

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

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

22 188. As a Public Utility, Defendants at all times herein had a duty to properly design,
23 construct, operate, maintain, inspect, and manage its electrical infrastructure as well as trim trees and
24 vegetation in compliance with all relevant provisions 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 § 451.

28 189. The violation of a legislative enactment or administrative regulation which defines a

1 minimum standard of conduct is unreasonable per se.

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

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

19 192. Plaintiffs were and are within the class of persons for whose protection applicable
20 orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those stated
21 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
22 Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and
23 4435; and (e) Public Utilities Code § 451.

24 193. As alleged herein according to proof, Defendants are liable to Plaintiffs for all losses,
25 damages and injuries caused by and resulting from Defendants' violation of applicable orders,
26 decisions, directions, rules or statutes were adopted, including, but not limited to, those stated in: (a)
27 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
28 No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and

1 (e) Public Utilities Code § 451.

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

6 **EIGHTH CAUSE OF ACTION**

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

8 **(Against All Defendants)**

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

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

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

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

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

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

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VII.

PRAYER FOR RELIEF

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

From all Defendants for Inverse Condemnation:

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


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

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

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

24 DATED: March 14, 2018

PANISH, SHEA & BOYLE LLP

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

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VIII.

DEMAND FOR JURY TRIAL

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

DATED: March 14, 2018

PANISH, SHEA & BOYLE LLP

BY: 

RAHUL RAVIPUDI
LYSSA ROBERTS
Attorneys for Plaintiffs