

1 HOWARTH & SMITH  
2 DON HOWARTH (SBN 53783)  
3 dhowarth@howarth-smith.com  
4 SUZELLE M. SMITH (SBN 113992)  
5 ssmith@howarth-smith.com  
6 PAULEEN TRUONG (SBN 317914)  
7 ptruong@howarth-smith.com  
8 523 West Sixth Street, Suite 728  
9 Los Angeles, California 90014  
10 Telephone: (213) 955-9400  
11 Facsimile: (213) 622-0791

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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

APR 30 2019

Sherri R. Carter, Executive Officer/Clerk of Court

By: Isaac Lovo, Deputy

7 Attorneys for Plaintiffs

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

10 ANDREW VON OEYEN, an individual;  
11 EMMANUEL VILLAUME, an individual;  
12 DAWN ERICSON, individually and as Trustee of  
13 the DAWN NAVARRO ERICSON TRUST;  
14 DOMINQUE NAVARRO, an individual; JACK  
15 SILVERMAN, an individual; CLAIRE  
16 SILVERMAN, an individual; MARIEL  
17 SANDOVAL, individually and as parent and  
18 natural guardian of STELLA BELLE  
19 SANDOVAL, a minor; CLIFF HIRSCH, an  
20 individual; GLADYS HIRSCH, an individual;  
21 THOMAS HIRSCH D.D.S., an individual; ISHC  
22 LOMPOC, LLC, a California limited liability  
23 company; PAUL ROTHBARD, an individual;  
24 CHELSEA SEGAL, an individual; JOE  
25 DUNCAN, an individual; and LANNA  
26 DUNCAN, an individual,

Plaintiffs,

vs.

27 SOUTHERN CALIFORNIA EDISON  
28 COMPANY; EDISON INTERNATIONAL;  
THE BOEING COMPANY; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO. 19STCV04409

FIRST AMENDED COMPLAINT FOR  
DAMAGES AND INJUNCTIVE RELIEF:

1. NEGLIGENCE AS TO SCE DEFENDANTS
2. NEGLIGENCE AS TO BOEING DEFENDANTS
3. INVERSE CONDEMNATION
4. PUBLIC NUISANCE
5. PRIVATE NUISANCE
6. TRESPASS
7. VIOLATION OF PUBLIC UTILITIES CODE § 2106
8. VIOLATION OF HEALTH & SAFETY CODE § 13007
9. VIOLATION OF HEALTH & SAFETY CODE § 13008
10. PREMISES LIABILITY

DEMAND FOR JURY TRIAL

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1 Plaintiffs, by their attorneys, complaining of Defendants, allege for their Complaint as follows:

2 **I. INTRODUCTION**

3 **THE WOOLSEY FIRE**

4 1. In or around the afternoon of November 8, 2018, a fire was ignited in the County of  
5 Los Angeles in the area of the Santa Susana Field Laboratory.<sup>1</sup> The fire burned for thirteen days  
6 across 96,949 acres, destroying at least 1,643 structures, damaging at least 341 other structures,  
7 causing three firefighter injuries, causing fire-related and smoke-related injuries to thousands of  
8 residents, and killing three civilians.<sup>2</sup> The fire forced the evacuation of at least 105,000 homes,  
9 displacing an estimated 295,000 people, many of whom are now homeless through no fault of their  
10 own.<sup>3</sup> Plaintiffs are individuals, homeowners, and business owners in Malibu, County of Los  
11 Angeles, who suffered devastating losses and injuries, and who seek just compensation, damages,  
12 and injunctive relief against SOUTHERN CALIFORNIA EDISON, EDISON INTERNATIONAL,  
13 THE BOEING COMPANY, and DOES 1 through 100 (collectively, “Defendants”), jointly and  
14 severally, as set forth herein.

15 **SOUTHERN CALIFORNIA EDISON, EDISON INTERNATIONAL, AND THE**  
16 **BOEING COMPANY**

17 2. On information and belief, SOUTHERN CALIFORNIA EDISON (“SCE”) and  
18 EDISON INTERNATIONAL (“EDISON,” collectively, the “SCE Defendants”) and THE BOEING  
19 COMPANY and/or its subsidiaries (the “BOEING Defendants”) and DOES 1 through 100, and  
20 each of them, were substantial factors causing and/or contributing to the Woolsey Fire and each  
21 Defendant is jointly and severally liable for all damages caused by the Woolsey Fire.

22 3. Plaintiffs allege, on information and belief, that the Woolsey Fire ignited on or near  
23 to the Santa Susana Field Laboratory, Bravo Road, Brandeis, California 93064 (the “SSFL”), which

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26 <sup>1</sup> Jaclyn Cosgrove, *Firefighters’ fateful choices: How the Woolsey fire became an unstoppable monster*, L.A. TIMES  
(Jan. 06, 2019, 3:00 AM), <https://www.latimes.com/local/lanow/la-me-woolsey-resources-20190106-htm1story.html>.

27 <sup>2</sup> *Woolsey Fire Incident Update*, CTY. OF L.A. FIRE DEP’T (Nov. 25, 2018, 12:00 PM),  
<https://www.fire.lacounty.gov/woolsey-fire-incident>.

28 <sup>3</sup> *Some Malibu Evacuation Orders Lifted as Firefighters Increase Woolsey Fire Containment*, NBC L.A. (Nov. 14,  
2018, 2:50 AM), <https://www.nbclosangeles.com/news/local/Malibu-Woolsey-Fire-Evacuations-Lifted-500461951.html>.

1 is property of the BOEING Defendants,<sup>4</sup> and on or near to the Chatsworth electrical substation near  
2 E Street/Alfa Road Unincorporated Area of Ventura County, which is designed, engineered,  
3 installed, constructed, built, used, maintained, inspected, repaired, replaced, managed, owned,  
4 and/or operated by the SCE Defendants.<sup>5</sup>

5 4. Reported events occurring at or around the time of the ignition cause Plaintiffs to  
6 allege, on information and belief, that the ignition of the Woolsey Fire originated from and was  
7 caused by electrical infrastructure, including, but not limited to, transmission and/or distribution  
8 cables, wires and/or lines, antennas, circuits, circuit breakers, conductors, guy wires, insulators, lead  
9 wires and/or “jumpers,” lightning arrestors, poles, structures, substations, terminals, transformers,  
10 and reclosers (hereafter, “Electrical Equipment”) designed, engineered, installed, constructed, built,  
11 used, maintained, inspected, repaired, replaced, managed, owned, and/or operated by the SCE  
12 Defendants and/or the BOEING Defendants on or near the SSFL.

13 5. For example, on November 8, 2018, Paul Pimentel, Senior Manager of SCE,  
14 reported to the California Public Utilities Commission (“CPUC”) that an Electric Safety Incident  
15 had occurred near E Street/Alfa Road Unincorporated Area of Ventura County.<sup>6</sup> The report stated  
16 that “the Big Rock 16 kV circuit out of Chatsworth Substation relayed at 2:22 p.m.,” meaning that a  
17 circuit breaker had activated in response to at least one abnormal operating condition, such as over-  
18 current.<sup>7</sup> The Chatsworth electrical substation is located within the SSFL and was built to provide  
19 electricity for the SSFL nuclear reactor.<sup>8</sup>

20 6. At or around 2:24 p.m. on November 8, 2018, just two minutes after the relay, the  
21 active flames of the Woolsey Fire were reported “in the area of Woolsey Canyon Road and Bang

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25 <sup>4</sup> Cosgrove, *supra* note 1.

26 <sup>5</sup> *Id.*

27 <sup>6</sup> Email from [webmaster@cpuc.ca.gov](mailto:webmaster@cpuc.ca.gov) to [usrb@cpuc.ca.gov](mailto:usrb@cpuc.ca.gov) (Nov. 8, 2018, 8:12 PM), *available at*  
28 [https://www.edison.com/content/dam/eix/documents/Woolsey\\_Electric\\_Safety\\_Report.pdf](https://www.edison.com/content/dam/eix/documents/Woolsey_Electric_Safety_Report.pdf).

<sup>7</sup> U.S. Patent No. 4,672,501 at [57] (filed Jun. 9, 1987), *available at*  
<https://patentimages.storage.googleapis.com/ef/0b/92/75ae045d0c1c87/US4672501.pdf>.

<sup>8</sup> Denise Duffield et al., *Massive Woolsey Fire Began On Contaminated Santa Susana Field Laboratory, Close to Site of Partial Meltdown*, PHYSICIANS FOR SOC. RESPONSIBILITY L.A. (Nov. 12, 2018), <https://www.psr-la.org/massive-woolsey-fire-began-on-contaminated-santa-susana-field-laboratory-close-to-site-of-partial-meltdown>.

1 and Black Canyon roads.”<sup>9</sup> Wildfires, like the Woolsey Fire, can and do spread with terrifying  
2 velocity depending on the wind, topography, and vegetation.

3 7. By 2:50 p.m. on November 8, 2018, a helicopter crew member from the County of  
4 Los Angeles Fire Department estimated that the fire had already destroyed five acres, with a rapid  
5 rate of spread and structures threatened.<sup>10</sup>

6 8. On November 12, 2018, state officials and entities, including the California  
7 Department of Forestry and Fire Protection and the California Governor’s Office of Emergency  
8 Services, began investigations into whether SCE was responsible for the outbreak of the Woolsey  
9 Fire on or near to the SSFL.<sup>11</sup> It was not until November 21, nine days later, that the Woolsey Fire  
10 reached 100% containment.

11 9. Investigations by the California Department of Forestry and Fire Protection have  
12 already concluded that an earlier fire, which ignited almost two hours before the first reports of the  
13 Woolsey Fire, was probably caused by SCE equipment.<sup>12</sup> Plaintiffs thereon allege that, despite  
14 actual knowledge of this earlier fire, SCE still did not take adequate steps to prevent the far more  
15 destructive Woolsey Fire from igniting later that afternoon.

16 10. On December 6, 2018, SCE wrote to CPUC and stated that “SCE’s first responding  
17 troubleman conducted a patrol to evaluate the operational status of its facilities and found no wire  
18 down on the 16kV circuit. SCE subsequently found a guy wire in proximity to a jumper at a  
19 lightweight tubular steel pole,”<sup>13</sup> meaning that the guy wire, a tensioned cable, was less than eight  
20 feet from the jumper and less than six feet from the pole.<sup>14</sup> This guy wire was found on the ground,  
21 having failed, no longer providing support to the intended structure. An SCE press release further

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23 <sup>9</sup> Brenda Gazzar, *How did the Woolsey fire get its name?*, THE SAN BERNARDINO SUN (Nov. 9, 2018, 10:55 AM),  
<https://www.sbsun.com/2018/11/09/how-did-the-woolsey-fire-get-its-name>.

24 <sup>10</sup> Cosgrove, *supra* note 1.

25 <sup>11</sup> *State Probes Southern California Edison for Possible Role in Deadly Woolsey Fire*, NBC L.A. (Nov. 12, 2018, 4:24  
PM), <https://www.nbclosangeles.com/news/local/State-Probes-Southern-California-Edison-for-Possible-Role-in-Deadly-Woolsey-Fire-500324141.html>.

26 <sup>12</sup> Cheri Carlson, *Cal Fire investigator finds power lines likely at fault of Newbury Park fire*, VC STAR (Jan. 28, 2019,  
9:32 AM), <http://www.vcstar.com/story/news/local/2019/01/28/investigator-finds-power-lines-likely-fault-newbury-park-fire/2575497002>.

27 <sup>13</sup> Letter from Robert Ramos, Dir. of Risk and Claims Mgmt., S. Cal. Edison, to Cal. Pub. Utils. Comm’n (Dec. 6,  
2018), *available at* [https://www.edison.com/content/dam/eix/documents/woolsey\\_letter\\_to\\_cpuc.pdf](https://www.edison.com/content/dam/eix/documents/woolsey_letter_to_cpuc.pdf).

28 <sup>14</sup> Cal. Pub. Utils. Comm’n, *State of California Rules for Overhead Electric Line Construction, General Order No. 95* at  
II-12, II-13, V-52 (Jan. 2015), <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M146/K646/146646565.pdf>.

1 stated that “the potential that the Nov. 8 outage was related to contact being made between the guy  
2 wire and the jumper remains under review by SCE,” as well as “several additional areas of focus.”<sup>15</sup>

3 11. In the SCE Defendants’ February 28, 2019 Form 10-K filed with the Securities and  
4 Exchange Commission, at p.105, SCE wrote that “it believes that its equipment could be found to  
5 have been associated with the ignition of the [Woolsey] fire.” In that same filing, SCE wrote that it  
6 “is aware of witnesses who saw the fire in the vicinity of SCE’s equipment at the time the fire was  
7 first reported.” SCE further wrote in that same filing that in the suspected area of origin of the fire,  
8 “it observed a pole support wire in proximity to an electrical wire that was energized prior to the  
9 outage.”

10 12. Safety is paramount when distributing electricity in areas of high wind and high fire  
11 risks, such as Ventura County and the County of Los Angeles. At least five percent of wildfire  
12 ignitions in California are from power lines, and they account for eleven percent of acres burned.<sup>16</sup>  
13 The probability of ignition from a power line increases with wind speed. Greater wind speed means  
14 conditions which are more favorable to the spread of wildfire, conditions where suppression is less  
15 effective, and conditions in which firefighters are likely to be spread thin.<sup>17</sup>

16 13. SCE’s history of inadequately maintaining equipment, failing to manage risks  
17 appropriately, improperly allocating spending, and failing to improve practices in each of these  
18 areas, including refusing to bury or properly insulate power lines in high fire risk areas such as  
19 Malibu, cause Plaintiffs to allege, on information and belief, that the ignition of the Woolsey Fire  
20 originated with Electrical Equipment wantonly, negligently, carelessly, recklessly, and/or  
21 unlawfully designed, engineered, installed, constructed, built, used, maintained, inspected, repaired,  
22 managed, owned, and/or operated by the SCE Defendants on or near the SSFL.

23 14. Plaintiffs also allege, on information and belief, that the ignition of the Woolsey Fire  
24 originated from, was caused, and/or was substantially contributed to by the BOEING Defendants’

25 <sup>15</sup> Press Release, Edison Int’l, SCE Publicly Releases CPUC Submission on the Woolsey Fire (Dec. 6, 2018),  
26 <https://newsroom.edison.com/releases/sce-publicly-releases-cpuc-submission-on-the-woolsey-fire>.

27 <sup>16</sup> Carolyn Kousky et al., *Wildfire Costs In California: The Role Of Electric Utilities*, Wharton Univ. of Pa. Risk Mgmt.  
and Decision Process Ctr. Issue Brief at 3 (Aug. 2018), available at [https://riskcenter.wharton.upenn.edu/wp-](https://riskcenter.wharton.upenn.edu/wp-content/uploads/2018/08/Wildfire-Cost-in-CA-Role-of-Utilities-1.pdf)  
content/uploads/2018/08/Wildfire-Cost-in-CA-Role-of-Utilities-1.pdf.

28 <sup>17</sup> Joseph W. Mitchell, *Power line failures and catastrophic wildfires under extreme weather conditions*, 35 Engineering  
Failure Analysis 726-735 (Dec. 15, 2013).

1 wanton, negligent, careless, reckless, and/or unlawful ownership, control, operation, and/or  
2 management of the SSFL in a dangerous and/or defective condition, resulting in the ignition and  
3 rapid spread of the Woolsey Fire.

4 **II. JURISDICTION AND VENUE**

5 15. This Court has subject matter jurisdiction under California Code of Civil Procedure  
6 section 410.10.

7 16. This Court has personal jurisdiction over the SCE Defendants under California Code  
8 of Civil Procedure section 410.10. Defendant EDISON is a publicly traded utility with its corporate  
9 headquarters in Rosemead, County of Los Angeles, California. Defendant SCE is a subsidiary of  
10 Defendant EDISON and its corporate headquarters are also in Rosemead, County of Los Angeles,  
11 California. The SCE Defendants both do regular and substantial business in the County of Los  
12 Angeles, California. The SCE Defendants are utilities regulated by the CPUC.<sup>18</sup>

13 17. This Court has personal jurisdiction over the BOEING Defendants under California  
14 Code of Civil Procedure section 410.10. Defendant THE BOEING COMPANY is a publicly traded  
15 corporation with its corporate headquarters in Chicago, Illinois. Defendant THE BOEING  
16 COMPANY owns the SSFL and does regular and substantial business in Los Angeles, California.

17 18. Venue is proper in this Court under California Code of Civil Procedure section 392  
18 (injury to real property, court nearest and most accessible to where Plaintiffs' properties are  
19 situated), section 395 (injury to personal property, court in county where Plaintiffs' injuries  
20 occurred), and section 395.5 (action against corporation, court in county where Defendants'  
21 obligation and liability arose, court in county where breach occurred by Defendants, on real  
22 property owned by the BOEING Defendants and where they do substantial and regular business,  
23 and court in county where the SCE Defendants have their principal place of business).

24 19. The amount in controversy exceeds the jurisdictional minimum of this Court.

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28 <sup>18</sup> *SCE Regulatory Highlights*, EDISON INT'L, <https://www.edison.com/home/investors/sce-regulatory-highlights.html>  
(last visited Jan. 22, 2019).

1 **III. PLAINTIFFS**

2 20. Plaintiffs ANDREW VON OEYEN and EMMANUEL VILLAUME are residents  
3 and owners of property in Malibu, California and suffered substantial losses as a result of the  
4 Woolsey Fire including, but not limited to, loss of business income, evacuation expenses, emotional  
5 distress, and loss of real and personal property. A week after their award-winning architectural  
6 home was completed, the Woolsey Fire destroyed the entire structure, contents, and landscape of  
7 the VON OEYEN VILLAUME property. Internationally acclaimed concert pianist and recording  
8 artist ANDREW VON OEYEN lost his specially crafted grand piano, and both he and  
9 EMMANUEL VILLAUME, Music Director of The Dallas Opera, Prague Philharmonia, and  
10 frequent guest conductor at the Metropolitan Opera, among many other venues, lost unique musical  
11 scores with hundreds of hours of professional annotations, among other valuable professional and  
12 personal property used in their musical careers.

13 21. Plaintiffs DAWN ERICSON, individually and as Trustee of the DAWN NAVARRO  
14 ERICSON TRUST, and DOMINIQUE NAVARRO are residents and owners of property in Malibu,  
15 California and suffered substantial losses as a result of the Woolsey Fire including, but not limited  
16 to, loss of business income, evacuation expenses, emotional distress, and loss of real and personal  
17 property. DAWN ERICSON lived in her Malibu property for over forty-five years before her home  
18 was burned to the ground in the Woolsey Fire, destroying a lifetime of valuable and cherished  
19 personal possessions. She also lost her successful publishing business, inventory, office, studio,  
20 research library, and decades of artwork including paintings, illustration, design work, computer  
21 files, photography, and research materials, which can never be recreated, completely halting both  
22 her productivity and her steady income. Her daughter, DOMINIQUE NAVARRO, an award-  
23 winning art director, book publisher, and professional artist, lost her childhood home, business  
24 office and studio, her valuable personal and professional possessions, and decades of work,  
25 including her Emmy Award and all her artwork, in the flames.

26 22. Plaintiffs JACK SILVERMAN, CLAIRE SILVERMAN, and MARIEL  
27 SANDOVAL, individually and as parent and natural guardian of STELLA BELLE SANDOVAL, a  
28 minor, are residents and owners of property in Malibu, California and suffered substantial losses as

1 a result of the Woolsey Fire including, but not limited to, loss of business income, evacuation  
2 expenses, emotional distress, and loss of real and personal property. Their family home was razed  
3 to the ground by the Woolsey Fire, which destroyed precious photos, children's drawings, and other  
4 items of immense sentimental and emotional value.

5 23. Plaintiffs CLIFF HIRSCH, GLADYS HIRSCH, and THOMAS HIRSCH D.D.S. are  
6 residents and owners of property in Malibu, California and suffered substantial losses as a result of  
7 the Woolsey Fire including, but not limited to, loss of business income, evacuation expenses,  
8 emotional distress, and loss of real and personal property. CLIFF HIRSCH and his wife GLADYS  
9 HIRSCH are longtime residents of Malibu, aged 97 years and 93 years, respectively, when they  
10 were forced to leave their home because of the Woolsey Fire. They returned after the mandatory  
11 evacuation orders were lifted to find their home destroyed along with all their personal possessions  
12 acquired over a lifetime. THOMAS HIRSCH D.D.S. also lost precious personal property located in  
13 his parents' house.

14 24. Plaintiffs ISHC LOMPOC LLC, PAUL ROTHBARD, and CHELSEA SEGAL are  
15 residents and owners of property in Malibu, California and suffered substantial losses as a result of  
16 the Woolsey Fire including, but not limited to, loss of business income, evacuation expenses,  
17 emotional distress, and loss of real and personal property. PAUL ROTHBARD was in the middle  
18 of a beautiful remodel of his property with his fiancée CHELSEA SEGAL, who was 6 months  
19 pregnant at the time, when their home was destroyed by the Woolsey Fire. They had planned on  
20 moving in during the summer of 2019. The fact that they are unable to do so has caused great  
21 emotional pain and stress.

22 25. Plaintiffs JOE DUNCAN and LANNA DUNCAN are residents and owners of  
23 property in Malibu, California and suffered substantial losses as a result of the Woolsey Fire  
24 including, but not limited to, loss of business income, evacuation expenses, emotional distress, and  
25 loss of real and personal property. JOE DUNCAN and LANNA DUNCAN lost their office, from  
26 which they ran their successful historic hotel business, as well as an art studio containing dozens of  
27 paintings and artist's materials. They also lost many items of sentimental and historic value from  
28 within their dwelling, including generations of family china, crystal, and works of art.



1 **IV. DEFENDANTS**

2 **A. THE SCE DEFENDANTS**

3 26. At all times herein mentioned, the SCE Defendants were corporations authorized to  
4 do business and doing business in the State of California, with their principal place of business in  
5 the County of Los Angeles, State of California. Defendant EDISON is an energy-based holding  
6 company headquartered at 2244 Walnut Grove Avenue, Rosemead, California 91770 and the parent  
7 company of Defendant SCE, which lists its general address as 2244 Walnut Grove Avenue,  
8 Rosemead, California 91770. The SCE Defendants have registered an agent for service of process  
9 with the California Secretary of State, listed as Cristina E. Limon, 2244 Walnut Grove Avenue,  
10 Rosemead, California 91770, for each.<sup>19</sup>

11 27. Subsidiaries of EDISON, including SCE, provide customers with public utility  
12 services and services related to the generation of energy, generation of electricity, transmission of  
13 electricity and natural gas, and the distribution of energy in the County of Los Angeles.

14 28. SCE is in the business of providing electricity to the residents and businesses of  
15 Central, Coastal, and Southern California and, more particularly, to Plaintiffs' residences,  
16 businesses, and properties through a network of electrical transmission and distribution lines. SCE  
17 owns, controls, operates, and/or manages an "[e]lectric plant" in the County of Los Angeles, as  
18 described by California Public Utilities Code section 217, and is therefore an "[e]lectrical  
19 corporation" in the County of Los Angeles, under California Public Utilities Code section 218(a),  
20 and a "[p]ublic utility" in the County of Los Angeles, under California Public Utilities Code section  
21 216(a).

22 29. SCE, based in the County of Los Angeles, is one of the nation's largest electric  
23 utilities, serving 14 million people across a 50,000 square-mile area within Central, Coastal, and

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26 <sup>19</sup> Business Search, CAL. SEC'Y OF STATE, <https://businesssearch.sos.ca.gov> (select "Corporation Name" under "Search  
27 Type"; then search in search bar for "Southern California Edison"; then follow "SOUTHERN CALIFORNIA EDISON"  
28 hyperlink in search results) (last visited Feb. 4, 2019); Business Search, CAL. SEC'Y OF STATE,  
<https://businesssearch.sos.ca.gov> (select "Corporation Name" under "Search Type"; then search in search bar for  
"Edison International"; then follow "EDISON INTERNATIONAL" hyperlink with an "Entity Number" of "C1585456"  
in search results) (last visited Feb. 4, 2019).

1 Southern California. It is wholly-owned by EDISON, which has a market cap of approximately \$19  
2 billion.<sup>20</sup> As of December 31, 2017, SCE's assets total approximately \$51.5 billion.<sup>21</sup>

3 30. EDISON is a publicly traded company that owns, controls, operates, and/or manages  
4 an "[e]lectric plant" in the County of Los Angeles, as described by California Public Utilities Code  
5 section 217, and is therefore an "[e]lectrical corporation" in the County of Los Angeles, under  
6 California Public Utilities Code section 218(a), and a "[p]ublic utility" in the County of Los  
7 Angeles, under California Public Utilities Code section 216(a). It develops and operates energy  
8 infrastructure assets related to the production and distribution of energy such as power plants,  
9 electric lines, natural gas pipelines, and liquefied natural gas receipt terminals. As of September 30,  
10 2018, EDISON's total assets are approximately \$52.5 billion.<sup>22</sup>

11 31. The SCE Defendants have at least \$1 billion of wildfire-specific insurance coverage  
12 for events that occurred during the period June 1, 2018 through May 31, 2019, including the  
13 Woolsey Fire.<sup>23</sup> They have at least \$300 million of additional insurance coverage for wildfire-  
14 related occurrences for the period from December 31, 2017 to December 31, 2018, including the  
15 Woolsey Fire.<sup>24</sup> They also have other general liability insurance coverage of approximately \$450  
16 million.<sup>25</sup>

17 32. At all relevant times, the SCE Defendants were suppliers of electricity to members of  
18 the public. As part of supplying electricity to members of the public, SCE designed, engineered,  
19 installed, constructed, built, used, maintained, inspected, repaired, replaced, managed, owned,  
20 and/or operated Electrical Equipment for the purpose of conducting electricity for delivery to  
21 members of the general public. Furthermore, Plaintiffs are informed and believe that the SCE  
22 Defendants are responsible for maintaining vegetation near, around, and in proximity to their  
23 Electrical Equipment in compliance with state and federal law, including, but not limited to: (a)

24 \_\_\_\_\_  
25 <sup>20</sup> Edison International (EIX), YAHOO! FINANCE, <https://finance.yahoo.com/quote/EIX> (last visited Jan. 22, 2019).

26 <sup>21</sup> EDISON INT'L & S. CAL. EDISON, 2017 FIN. & STATISTICAL REPORT 2 (2018),  
<https://www.edison.com/content/dam/eix/documents/investors/sec-filings-financials/2017-financial-statistical-report.pdf>.

27 <sup>22</sup> *Id.*

28 <sup>23</sup> EDISON INT'L & S. CAL. EDISON, 2017 ANNUAL REPORT 5 (2018),  
<https://www.edison.com/content/dam/eix/documents/investors/corporate-governance/2017-eix-sce-annual-report.pdf>.

<sup>24</sup> *Id.*

<sup>25</sup> *Id.*

1 California Public Resource Code sections 4292, 4293, and 4294; (b) California Public Utilities  
2 Code sections 451 and 8386(a); (c) California Health and Safety Code section 13001; and (d) CPUC  
3 General Orders Nos. 95 and 165, under California Public Utilities Code section 702.

4 33. Plaintiffs are informed and believe, and thereon allege, that the SCE Defendants are  
5 jointly and severally liable for each other's negligence, misconduct, and wrongdoing, as alleged  
6 herein, in that:

- 7 a. The SCE Defendants operate as a single business enterprise operating out of the  
8 same building located at 2244 Walnut Grove Avenue, Rosemead, California 91770  
9 for the purpose of effectuating and carrying out SCE's business and operations,  
10 and/or for the benefit of EDISON;
- 11 b. The SCE Defendants do not operate as completely separate entities but rather  
12 integrate their resources to achieve a common business purpose;
- 13 c. SCE is so organized and controlled, and its decisions, affairs, and business so  
14 conducted, as to make it a mere instrumentality, agent, conduit, or adjunct of  
15 EDISON;
- 16 d. SCE's income results from function integration, centralization of management, and  
17 economies of scale with EDISON;
- 18 e. The SCE Defendants' officers and management are intertwined and do not act  
19 completely independent of one another;
- 20 f. The SCE Defendants' officers and managers act in the interest of SCE as a single  
21 enterprise;
- 22 g. EDISON has control and authority to choose and appoint SCE's board members as  
23 well as its other top officers and managers. Despite the fact that they are both  
24 electric companies and public utilities, the SCE Defendants do not compete with one  
25 another, but have been structured and organized and their business is effectuated so  
26 as to create a synergistic, integrated, single enterprise where various components  
27 operate in concert with one another;
- 28 h. EDISON maintains unified administrative control over SCE;

- 1 i. The SCE Defendants are insured by the same carriers and provide uniform or similar
- 2 pension, health, life, and disability insurance plans for employees;
- 3 j. The SCE Defendants have unified 401(k) plans, pension, and investment plans,
- 4 bonus programs, vacation policies, and paid time off from work schedules and
- 5 policies;
- 6 k. The SCE Defendants invest funds from their programs and plans by a consolidated
- 7 and/or coordinated Benefits Committee controlled by SCE and administered by
- 8 common trustees and administrators;
- 9 l. The SCE Defendants have unified personnel policies and practices and/or a
- 10 consolidated personnel organization or structure;
- 11 m. The SCE Defendants have unified accounting policies and practices dictated by
- 12 EDISON and/or common or integrated accounting organizations or personnel;
- 13 n. The SCE Defendants are represented by common legal counsel;
- 14 o. EDISON's officers, directors, and other management make policies and decisions to
- 15 be effectuated by SCE and/or otherwise play roles in providing directions and
- 16 making decisions for SCE;
- 17 p. EDISON's officers, directors, and other management direct certain financial
- 18 decisions for SCE, including the amount and nature of capital;
- 19 q. EDISON's written guidelines, policies, and procedures control SCE's employees,
- 20 policies, and practices;
- 21 r. EDISON files consolidated earnings statements factoring in all revenue and losses
- 22 from SCE, as well as consolidated tax returns, including those seeking tax relief,
- 23 and/or without limitation;
- 24 s. EDISON generally directs and controls SCE's relationship with, requests to and
- 25 responses to inquiries from the CPUC and uses such direction and control for the
- 26 benefits of EDISON.

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

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

3 **B. THE BOEING DEFENDANTS**

4 35. THE BOEING COMPANY is an American multinational corporation, headquartered  
5 at 100 North Riverside Plaza, Chicago, Illinois 60606. THE BOEING COMPANY is an aerospace  
6 company and a manufacturer of commercial jetliners, defense, space, and security systems. THE  
7 BOEING COMPANY has registered an agent for service of process with the Corporation Service  
8 Company, and the address of said registered agent is 2710 Gateway Oaks Drive, Suite 150N,  
9 Sacramento, California 95833.<sup>26</sup>

10 36. At all times herein mentioned, the BOEING Defendants were corporations  
11 authorized to do business and doing business in the State of California, including the County of Los  
12 Angeles. The BOEING Defendants own, operate, control, and/or manage the facility located at the  
13 Santa Susana Field Laboratory, Bravo Road, Brandeis, California 93064, which includes the  
14 Chatsworth electrical substation. The BOEING Defendants also have numerous other facilities  
15 across the County of Los Angeles at which they do business, including, but not limited to: 4060  
16 North Lakewood Boulevard, Long Beach, California 90808; 2060 East Imperial Highway, El  
17 Segundo, California 90245; and 1500 East Avenue M, Palmdale, California 93550.

18 **C. THE DOE DEFENDANTS**

19 37. The true names of DOES 1 through 100 (the "DOE Defendants"), whether  
20 individual, corporate, associate, or otherwise, are unknown to Plaintiffs who, under California Code  
21 of Civil Procedure section 474, sue these DOE Defendants under fictitious names.

22 38. Each of the fictitiously named Defendants is responsible in some manner for the  
23 conduct alleged herein, including, without limitation, by way of conspiracy, aiding, abetting,  
24 furnishing the means for, and/or acting in capacities that create agency, *respondeat superior*, and/or  
25 predecessor or successor in interest relationships with Defendants.

26 ///

27 <sup>26</sup> Business Search, CAL. SEC'Y OF STATE, <https://businesssearch.sos.ca.gov> (select "Corporation Name" under "Search  
28 Type"; then search in search bar for "The Boeing Company"; then follow "THE BOEING COMPANY" hyperlink on  
Page 2 of search results; then follow "Corporation Service Company . . ." hyperlink under "Agent for Service of  
Process") (last visited Feb. 4, 2019).

1           39.     The DOE Defendants are private individuals, contractors, vegetation management  
2 contractors, inspection contractors, maintenance contractors, land owners and/or possessors,  
3 associations, partnerships corporations, or other entities that actively assisted and participated in the  
4 negligent and wrongful conduct alleged herein in ways that are currently unknown to Plaintiffs.

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

9           41.     Some or all of the DOE Defendants may be residents of the State of California.  
10 Plaintiffs may amend or seek leave to amend this Complaint to allege the true names, capacities,  
11 and responsibility of these DOE Defendants once they are ascertained and to add additional facts  
12 and/or legal theories.

13 **V.     GENERAL ALLEGATIONS AGAINST THE SCE DEFENDANTS**

14 **A. THE SCE DEFENDANTS HAVE A NON-DELEGABLE DUTY TO SAFELY**  
15 **MAINTAIN THEIR ELECTRICAL EQUIPMENT**

16           42.     The SCE Defendants, and each of them, install, construct, build, maintain, manage,  
17 own, and/or operate Electrical Equipment throughout Southern California for the purpose of  
18 transmitting and distributing electricity to the general public. This Electrical Equipment was  
19 located at and around the point of origin of the Woolsey Fire.

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

24           44.     At all relevant times, the SCE Defendants, and each of them, had a non-transferable,  
25 non-delegable duty to properly design, engineer, install, construct, build, use, maintain, inspect,  
26 repair, manage, own, and/or operate their Electrical Equipment. The SCE Defendants also had a  
27 duty to keep vegetation properly trimmed and maintained to prevent foreseeable contact with their  
28 Electrical Equipment.

1           45.     In the construction, inspection, repair, maintenance, management, ownership, and/or  
2 operation of their Electrical Equipment, the SCE Defendants had an obligation to comply with,  
3 among others: (a) California Public Resource Code section 4292 (mandatory ten feet firebreaks for  
4 electricity poles and towers), section 4293 (mandatory four to ten feet firebreaks for all electricity  
5 conductors; mandatory removal of dead or weak trees that may contact conductors), and section  
6 4294 (mandatory removal of trees and growth that may fall across self-supporting aerial cables); (b)  
7 California Public Utilities Code section 451 (promote the safety, health, comfort, and convenience  
8 of the public) and section 8386(a) (minimize the risk of wildfire); (c) California Health and Safety  
9 Code section 13001 (clearing inflammable material or taking such other reasonable precautions  
10 necessary to insure against starting and spreading of fire when using and operating any device  
11 which may cause fire); and (d) CPUC General Orders Nos. 95 (mandatory regulations on overhead  
12 electric line construction) and 165 (mandatory inspection requirements for electric distribution and  
13 transmission facilities), under California Public Utilities Code section 702 (public utilities shall  
14 obey and comply with every order prescribed by the commission).

15           46.     The SCE Defendants knew or should have known that these statutory and regulatory  
16 standards are minimum standards. The SCE Defendants knew or should have known that they had  
17 (1) a duty to identify vegetation that is dead, diseased, and/or dying, or that otherwise poses a  
18 foreseeable hazard to their Electrical Equipment; and (2) a duty to manage the growth of vegetation  
19 near their Electrical Equipment so as to prevent the foreseeable danger of contact between  
20 vegetation and their Electrical Equipment starting a fire.

21           47.     The SCE Defendants had and have a duty to manage, maintain, repair, and/or replace  
22 their aging infrastructure to protect public safety. These objectives could and should have been  
23 accomplished in several ways, including, but not limited to, putting Electrical Equipment in  
24 wildfire-prone areas underground, increasing inspections, developing and implementing protocols  
25 to shut down electrical operations in emergency situations, modernizing infrastructure, and/or  
26 obtaining an independent audit of their risk management programs to ensure effectiveness.

27     ///

28     ///

1           48. Further, the SCE Defendants are aware that they had and have a duty to identify,  
2 assess, and mitigate wildfire risks, and to monitor severe weather conditions that pose an increased  
3 risk of a wildfire.

4           49. At all times mentioned herein, the SCE Defendants failed to appropriately monitor  
5 the wildfire risk that was developing in the days and hours before the Woolsey Fire ignited and  
6 failed to implement mitigating measures such as de-energizing their Electrical Equipment, ensuring  
7 proper vegetation management was in place, and/or issuing warnings to the public regarding the  
8 foreseeable increased risk of a wildfire, which had already materialized earlier that day.

9           50. The SCE Defendants also have an absolute duty to prevent their Electrical  
10 Equipment from causing or contributing to any fire. On information and belief, Defendants'  
11 Electrical Equipment caused or contributed to the ignition of the Woolsey Fire and is responsible  
12 for all the injuries and damages to Plaintiffs from the fire.

13           **B. THE SCE DEFENDANTS WERE AWARE OF THE HIGH RISK OF**  
14           **WILDFIRE AND THE CONSEQUENCES OF A FAILURE TO MANAGE**  
15           **THAT RISK**

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

19           52. California's drought years increased the risk of wildfire and consequently heightened  
20 the SCE Defendants' duty of care in the prevention of wildfires. At all relevant times, the SCE  
21 Defendants were aware that the State of California had been in a multi-year period of drought,  
22 stating in a December 2018 press release that "[m]ultiple factors contribute to wildfires across  
23 SCE's service territory and throughout California. This includes the buildup of dry vegetation in  
24 areas severely impacted by years of historic drought; . . . increasing temperatures; lower humidity;  
25 and strong Santa Ana winds."<sup>27</sup> In January 2014, Governor Jerry Brown declared a state of  
26 emergency due to California's continued drought conditions.<sup>28</sup> In June 2014, under Resolution

27           <sup>27</sup> Edison Int'l, *supra* note 15.

28           <sup>28</sup> *Governor Brown Declares Drought State of Emergency*, GOVERNOR OF THE STATE OF CAL. (Jan. 17, 2014),  
<https://www.gov.ca.gov/2014/01/17/news18368>.



1 ESRB-4, the CPUC directed SCE and all investor-owned utilities to take remedial measures to  
2 reduce the likelihood of fires started by or threatening utility facilities.<sup>29</sup> In addition, the CPUC  
3 informed SCE and investor-owned utilities that it could seek recovery of incremental costs  
4 associated with these remedial measures outside of the standard funding process. Although the  
5 Governor issued an Executive Order in April 2017 ending the Drought State of Emergency, the  
6 declaration directed state agencies to “continue response activities that may be needed to manage  
7 the lingering drought impacts to people and wildlife.”<sup>30</sup>

8 53. The SCE Defendants were aware of the foreseeable danger of wildfire as a result of  
9 the use of their Electrical Equipment, stating in a September 2018 press release that “up to 10  
10 percent of wildfire ignitions in California are from power lines.”<sup>31</sup> According to records maintained  
11 by the California Department of Forestry and Fire Protection, electrical equipment was responsible  
12 for starting 270 wildfires in the Southern California region during 2016, the latest year such  
13 statistics have been published.<sup>32</sup> The SCE Defendants were also aware that, in Southern California,  
14 utility-started fires cluster in the autumn months and are associated with Santa Ana wind conditions,  
15 a regular and foreseeable event.<sup>33</sup>

16 54. Further, the SCE Defendants were aware that large areas of Ventura County and of  
17 the County of Los Angeles are, and have been historically categorized as, “Very High Fire Hazard  
18 Severity Zones.”<sup>34</sup>

19 55. By November 2015, SCE had identified and was aware that its 18 electrical facilities  
20 were located in areas where, due to environmental and/or weather conditions, they posed an

21 \_\_\_\_\_  
22 <sup>29</sup> In re Pacific Gas and Electric Co., PACIFIC GAS AND ELECTRIC CO. 2 (May 28, 2015),  
<http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M152/K294/152294313.PDF>.

23 <sup>30</sup> Governor of Cal. Exec. Order B-40-17, ¶ 10, available at [https://www.gov.ca.gov/wp-content/uploads/2017/09/4.7.17\\_Exec\\_Order\\_B-40-17.pdf](https://www.gov.ca.gov/wp-content/uploads/2017/09/4.7.17_Exec_Order_B-40-17.pdf).

24 <sup>31</sup> Press Release, Edison Int’l, SCE Proposes Grid Safety and Resiliency Program to Address the Growing Risk of  
Wildfires (Sept. 10, 2018), <https://newsroom.edison.com/releases/sce-proposes-grid-safety-and-resiliency-program-to-address-the-growing-risk-of-wildfires>.

25 <sup>32</sup> CAL. DEPT. OF FORESTRY AND FIRE PROT., 2016 WILDFIRE ACTIVITY STATISTICS 14 (2017),  
[http://calfire.ca.gov/downloads/redbooks/2016\\_Redbook/2016\\_Redbook\\_FINAL.PDF](http://calfire.ca.gov/downloads/redbooks/2016_Redbook/2016_Redbook_FINAL.PDF).

26 <sup>33</sup> Alexandra D. Syphard and Jon E. Keeley, *Location, timing and extent of wildfire vary by cause of ignition*, 24(1) Int.  
Journal of Wildland Fire 37-47 (Jan. 13, 2015).

27 <sup>34</sup> CAL. DEPT. OF FORESTRY AND FIRE PROT., VENTURA CTY. FIRE HAZARD SEVERITY ZONES IN SRA (Nov. 2007),  
[http://frap.fire.ca.gov/webdata/maps/ventura/fhszs\\_map.56.jpg](http://frap.fire.ca.gov/webdata/maps/ventura/fhszs_map.56.jpg); CAL. DEPT. OF FORESTRY AND FIRE PROT., L.A. CTY.  
28 FIRE HAZARD SEVERITY ZONES IN SRA (Nov. 2007),  
[http://frap.fire.ca.gov/webdata/maps/los\\_angeles/fhszs\\_map.19.jpg](http://frap.fire.ca.gov/webdata/maps/los_angeles/fhszs_map.19.jpg).

1 increased risk of wildfires, including that approximately 75% of SCE’s territory and 993 SCE  
2 circuits were in designated “High Fire” areas.<sup>35</sup>

3 56. In May 2016, the CPUC adopted Fire Map 1, which “depicts areas of California  
4 where there is an elevated hazard for ignition and rapid spread of power line fires due to strong  
5 winds, abundant dry vegetation, and other environmental conditions.”<sup>36</sup> As of January 19, 2018, the  
6 area in and around the Woolsey Fire was color-coded red, indicating “a very high risk of a  
7 devastating wildfire.”<sup>37</sup>

8 57. On July 12, 2018, the CPUC reiterated its authorization to the SCE Defendants to de-  
9 energize power lines, given appropriate customer notification, to enhance the safety of overhead  
10 electrical power lines located in high fire-threat areas to prevent wildfire.<sup>38</sup>

11 58. On November 6, 2018, the National Weather Service issued a “Red Flag Warning”  
12 for Ventura County and the County of Los Angeles. That day, SCE activated its Emergency  
13 Operations Center and began its forty-eight hour notification program to government officials,  
14 emergency management agencies, fire chiefs, and customers in Agoura Hills, Chatsworth, Malibu,  
15 Simi Valley, and other areas that, “due to meteorological forecasts of dangerous high winds in  
16 designated Red Flag high risk fire areas . . . [a]pproximately 27,000 customers are being notified  
17 today of possible power shut-offs in-portions of these communities.”<sup>39</sup> Despite actual knowledge of  
18 the local conditions and of the high risk of devastating wildfire, SCE elected not to shut off circuits,  
19 including its Big Rock 16kV circuit, on November 8, 2018.

20 59. Further, SCE had actual knowledge that the high risk of wildfire resulting from their  
21 Electrical Equipment had materialized earlier that day. Just before 1:00 p.m. on the day of the  
22

23 <sup>35</sup> Senate Information Hearing: Wildfire Safety, S. CAL. EDISON 2,

[https://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15\\_edison\\_testimony.pdf](https://seuc.senate.ca.gov/sites/seuc.senate.ca.gov/files/11-18-15_edison_testimony.pdf).

24 <sup>36</sup> Press Release, Cal. Pub. Utils. Comm’n, CPUC Fire Map Depicts Areas of Elevated Hazards in State; First Step In  
25 Creation of Tools to Help Manage Resources (May 26, 2016), <https://www.naruc.org/bulletin/the-bulletin-053116/california-cpuc-fire-map-depicts-areas-of-elevated-hazards-in-state-first-step-in-creation-of-tools-to-help-manage-resources>.

26 <sup>37</sup> CAL. PUB. UTILS. COMM’N, CPUC FIRE-THREAT MAP, [ftp://ftp.cpuc.ca.gov/safety/fire-threat\\_map/2018/PrintablePDFs/8.5X11inch\\_PDF/CPUC\\_Fire-Threat\\_Map\\_final.pdf](ftp://ftp.cpuc.ca.gov/safety/fire-threat_map/2018/PrintablePDFs/8.5X11inch_PDF/CPUC_Fire-Threat_Map_final.pdf).

27 <sup>38</sup> Press Release, Cal. Pub. Utils. Comm’n, CPUC Strengthens Utility Public Notice Requirements For De-Energizing in  
Emergencies (July 12, 2018), <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M217/K918/217918600.PDF>.

28 <sup>39</sup> Press Release, S. Cal. Edison, SCE Notifies Customers of Potential Power Shutoffs (Nov. 6, 2018),  
<https://energized.edison.com/stories/sce-notifies-customers-of-potential-power-shutoffs>.

1 Woolsey Fire, a fire ignited in or around Newbury Park. The California Department of Forestry and  
2 Fire Protection investigation has already “determined the probable ignition source for the fire was  
3 an electrical malfunction in the [SCE] power lines.”<sup>40</sup> Despite the clear and ongoing danger, SCE  
4 still elected not to de-energize the Big Rock circuit, or to take other adequate steps, that would have  
5 prevented further fires caused by their Electrical Equipment on that same day.

6 60. The SCE Defendants, although mandated to do so, failed to identify, inspect,  
7 manage, and/or control vegetation growth near its Electrical Equipment. Further, the SCE  
8 Defendants failed to construct, manage, track, monitor, maintain, replace, repair, and/or improve its  
9 Electrical Equipment, despite the fact that they were aware or should have been aware that their  
10 infrastructure was unsafe and/or vulnerable to environmental conditions.

11 **C. THE SCE DEFENDANTS KNEW THAT THEIR ELECTRICAL**  
12 **EQUIPMENT WAS IMPROPERLY MAINTAINED AGAINST THE RISK**  
13 **OF WILDFIRE**

14 61. SCE’s risk mitigation systems were knowingly ineffective in assessing deficiencies  
15 in its wildfire safety programs, vegetation management programs, and maintenance and inspection  
16 programs. Moreover, SCE’s officers, employees, and/or agents abdicated their responsibility of  
17 oversight, auditing, and/or evaluation of mitigation measures used to prevent against the risk of  
18 wildfires caused by operation of its Electrical Equipment. SCE has a well-documented history of  
19 inadequately maintaining equipment, failing to manage risks appropriately, improperly allocating  
20 spending, and failing to improve practices in each of these areas.

21 62. SCE was determined to be responsible for the 2007 Nightsky fire in Ventura County  
22 where its overloaded power lines arced and sparked, igniting nearby brush. SCE was also held  
23 responsible for its role in the 2007 Malibu Canyon Fire. The fire began when three wooden utility  
24 poles snapped during high Santa Ana winds and ignited nearby brush. The fire burned 3,836 acres  
25 and destroyed or damaged over 30 structures. The CPUC alleged that SCE misled investigators  
26 about the circumstances of the fire. SCE agreed to conduct a safety audit and remediation of its

27 ///

28 \_\_\_\_\_  
<sup>40</sup> Carlson, *supra* note 12.

1 utility poles in the Malibu area. The CPUC fined SCE \$37 million for its role in the fire.<sup>41</sup>  
2 Additionally, \$17 million of the settlement was required to be spent on a “Safety Enhancement  
3 Fund” for assessments of poles and remediation work in Malibu area.<sup>42</sup> In 2007, the SCE  
4 Defendants made a profit of \$1.1 billion.<sup>43</sup>

5 63. Since 2007, the CPUC has levied over \$78 million in fines against SCE for electric  
6 and fire-related incidents.<sup>44</sup> This equates to over 65% of all fines levied for this period, even though  
7 SCE is just one of eight electricity and communications utilities regulated by the CPUC.

8 64. In late 2011, a wind event in the San Gabriel Valley resulted in the failure of nearly  
9 250 wood poles and over 1,000 overhead conductors. A CPUC investigation determined that many  
10 of the poles failed due to inadequate maintenance and inspection processes. It found that at least  
11 seventeen guy wires did not meet the “minimum safety factor requirements,” and further, that it was  
12 likely that violations of vegetation management requirements not only existed prior to the incident  
13 but were “directly related.” The CPUC would have found many more violations, had it not been for  
14 SCE’s willful destruction of most of the evidence in direct contravention to the industry-wide  
15 preservation of evidence rules.<sup>45</sup> In 2011, the SCE Defendants made a profit of \$1 billion.<sup>46</sup>

16 65. In December 2012, the CPUC ordered SCE to conduct a sample of SCE-owned and  
17 jointly-owned utility poles to determine whether pole loading (the attachment of Electrical  
18 Equipment to a pole) complied with current legal standards. SCE’s study found that 22.3% of the  
19 more than 5,000 poles tested failed to meet current design standards.<sup>47</sup>

20 \_\_\_\_\_  
21 <sup>41</sup> CAL. PUB. UTILS. COMM’N, ELECTRIC AND FIRE RELATED FINES,

[http://cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/Safety/Electric\\_and\\_Fire\\_Related\\_Fines.pdf](http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_and_Fire_Related_Fines.pdf).

22 <sup>42</sup> Knowles Adkisson, *Edison to pay \$37 million for 2007 Malibu Canyon fire*, THE MALIBU TIMES (May 21, 2013),  
[http://www.malibutimes.com/news/article\\_7ace05ac-c1eb-11e2-8303-0019bb2963f4.html](http://www.malibutimes.com/news/article_7ace05ac-c1eb-11e2-8303-0019bb2963f4.html).

23 <sup>43</sup> EDISON INT’L & S. CAL. EDISON, 2007 FINANCIAL & STATISTICAL REPORT 2 (2008),

<https://www.edison.com/content/dam/eix/documents/investors/sec-filings-financials/2007EIXFinStat-a.pdf>.

24 <sup>44</sup> CAL. PUB. UTILS. COMM’N, *supra* note 41.

25 <sup>45</sup> CAL. PUB. UTILS. COMM’N CONSUMER PROT. AND SAFETY DIV., Investigation of S. Cal. Edison Co.’s Outages of  
Nov. 30 and Dec. 1, 2011, PRELIMINARY REPORT 3-5 (Feb. 1, 2012),

<https://autl.assembly.ca.gov/sites/autl.assembly.ca.gov/files/hearings/CPSD%20Preliminary%20Report%20on%20SCE%20Wind%20Event%202-1-2012.pdf>.

26 <sup>46</sup> EDISON INT’L & S. CAL. EDISON, 2011 FINANCIAL & STATISTICAL REPORT 2 (2012),

[https://www.edison.com/content/dam/eix/documents/investors/sec-filings-](https://www.edison.com/content/dam/eix/documents/investors/sec-filings-financials/2011_Financial&Statistical_Report.pdf)

[financials/2011\\_Financial&Statistical\\_Report.pdf](https://www.edison.com/content/dam/eix/documents/investors/sec-filings-financials/2011_Financial&Statistical_Report.pdf).

27 <sup>47</sup> Morgan Cook, *Study: Nearly one-fourth of Edison power poles overloaded*, THE ORANGE COUNTY REGISTER (Aug.  
28 20, 2013, 2:28 PM), [https://www.ocregister.com/2013/08/20/study-nearly-one-fourth-of-edison-power-poles-](https://www.ocregister.com/2013/08/20/study-nearly-one-fourth-of-edison-power-poles-overloaded)  
overloaded.

1           66.     In November 2013, SCE admitted to the CPUC that it routinely violates industry  
2 standards. SCE stated that it “replaced approximately 8,000 poles per year (on average) as a part of  
3 [routine maintenance]. This is simply not enough. . . . [We] found that a percentage of [our] in-  
4 service poles did not meet the required [industry-regulated] safety factors, even when deterioration  
5 is excluded from the calculation.”<sup>48</sup> In 2013, the SCE Defendants made a profit of \$915 million.<sup>49</sup>

6           67.     In 2014, SCE claims to have started a program of pole remediation. In its 2015  
7 General Rate Case, SCE estimated that 19% of its utility poles were overloaded as a part of this  
8 assessment. However, in its 2018 General Rate Case, SCE disclosed that instead of addressing the  
9 problems with its infrastructure, it modified its software used to calculate pole loading safety factors  
10 and these revisions reduced the percentage of poles it needed to remediate to just 9%.<sup>50</sup> The CPUC,  
11 in its 2017 report on the 2018 General Rate Case, noted “concern[] that any forthcoming  
12 assessments [by SCE] utilizing new software and potentially continually changing design criteria  
13 could not be adequately managing, mitigating and minimizing safety risks associated with pole  
14 loading” and recommended the hiring of “an independent engineering firm, with appropriately State  
15 of California licensed engineers, verify and validate [SCE’s] software . . . against General Order 95  
16 Overhead Line Construction safety requirements,” since SCE had been unable to do so reliably on  
17 its own.<sup>51</sup>

18           68.     On May 15, 2014, an SCE overhead conductor separated from a pole and fell to the  
19 ground. A person was killed when they came into contact with the downed conductor that was  
20 energized. CPUC investigators found that the overhead conductor separated at an overhead

21     ///

22     ///

23 \_\_\_\_\_  
24 <sup>48</sup> S. CAL. EDISON, 2015 GEN. RATE CASE BEFORE THE PUB. UTILS. COMM’N OF THE STATE OF CAL. (Nov. 2013),  
[http://www3.sce.com/sscc/law/dis/dbattach5e.nsf/0/B394F106B39238E888257C210080EE7A/\\$FILE/SCE-03%20Vol.9%2001.pdf](http://www3.sce.com/sscc/law/dis/dbattach5e.nsf/0/B394F106B39238E888257C210080EE7A/$FILE/SCE-03%20Vol.9%2001.pdf).

25 <sup>49</sup> EDISON INT’L & S. CAL. EDISON, 2013 FINANCIAL & STATISTICAL REPORT 2 (2014),  
[https://www.edison.com/content/dam/eix/documents/investors/sec-filings-  
26 financials/2013\\_Financial%26Statistical\\_Report.pdf](https://www.edison.com/content/dam/eix/documents/investors/sec-filings-financials/2013_Financial%26Statistical_Report.pdf).

27 <sup>50</sup> S. CAL. EDISON, 2018 GEN. RATE CASE, Deep Dive on SCE Testimony on Poles (Nov. 6, 2016),  
[http://www3.sce.com/sscc/law/dis/dbattach5e.nsf/0/A28EC07320A738528825805F0000CB70/\\$FILE/SCE%20Worksh  
28 op%20Presentation-Pole%20Deep%20Dive%2011-02-2016.pdf](http://www3.sce.com/sscc/law/dis/dbattach5e.nsf/0/A28EC07320A738528825805F0000CB70/$FILE/SCE%20Workshop%20Presentation-Pole%20Deep%20Dive%2011-02-2016.pdf).

<sup>51</sup> Risk and Safety Aspects of S. Cal. Edison’s 2018-2020 Gen. Rate Increase, CAL. PUB. UTILS. COMM’N 54-55 (Jan. 31, 2017) <http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M179/K227/179227683.PDF>.

1 connector, and that SCE did not maintain the connector for its intended use, resulting in a \$50,000  
2 citation.<sup>52</sup> In 2014, the SCE Defendants made a profit of \$1.6 billion.<sup>53</sup>

3 69. In 2015, the failure of SCE's electrical facilities caused fires in several underground  
4 structures, resulting in explosions at Long Beach that blew manhole covers into the air.<sup>54</sup> In 2015,  
5 the SCE Defendants made a profit of \$1 billion.<sup>55</sup>

6 70. In January 2017, the CPUC stated that "SCE's approach to identify threats or risk  
7 drivers suffers from an almost non-existent level of granularity," that "SCE's current risk-informed  
8 decision-making process is still too immature," and that SCE had wrongly equated the risk of  
9 wildfire to the risk of copper theft: "copper theft would not seem to be at the same level of risk as  
10 wildfire, as it is not nearly as catastrophic or pervasive. Why was SCE unable to present any  
11 differentiation or prioritization between these two outcomes?"<sup>56</sup> SCE "admitted in testimony that it  
12 did not use risk assessment in the identification of its top risks, or to select programs to address  
13 those risks, but mostly after-the-fact as a way to measure risk reduction associated with the  
14 programs or projects proposed."<sup>57</sup> Further, the CPUC rebuked SCE: "SCE is classifying major  
15 categories of spending as safety related, even though they relate to issues of customer satisfaction or  
16 electric service reliability than safety."<sup>58</sup> CPUC recommended that "SCE develop, implement, and  
17 demonstrate a robust program for evaluating the effectiveness of its risk management program."<sup>59</sup>

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20 <sup>52</sup> CAL. PUB. UTILS. COMM'N SAFETY AND ENF'T DIV., INCIDENT INVESTIGATION REPORT (Apr. 29, 2015),  
21 [http://www.cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/Safety/Electric\\_Safety\\_and\\_Reliability/Facility\\_Safety/Citations/Enclosure%201.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_Safety_and_Reliability/Facility_Safety/Citations/Enclosure%201.pdf); CAL. PUB. UTILS. COMM'N, *supra* at note 35.

22 <sup>53</sup> EDISON INT'L & S. CAL. EDISON, 2014 FINANCIAL & STATISTICAL REPORT 2 (2015),  
23 <https://www.edison.com/content/dam/eix/documents/investors/sec-filings-financials/2014-financial-statistical-report.pdf>.

24 <sup>54</sup> Jason Kandel, *Manhole Covers Explode in Long Beach*, NBC L.A. (July 15, 2015, 4:36 PM),  
25 <https://www.nbclosangeles.com/news/local/Underground-Electrical-Fire-Reported-in-Long-Beach-315580761.html>.

26 <sup>55</sup> EDISON INT'L & S. CAL. EDISON, 2015 FINANCIAL & STATISTICAL REPORT 2 (2016),  
27 <https://www.edison.com/content/dam/eix/documents/investors/sec-filings-financials/2015-financial-statistical-report-final.pdf>.

28 <sup>56</sup> CAL. PUB. UTILS. COMM'N, RISK AND SAFETY ASPECTS OF S. CAL. EDISON'S 2018-2020 GENERAL RATE CASE APPLICATION 32 (Jan. 31, 2017),  
[http://www.cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/Safety/Risk\\_Assessment/SCE%20GRC%20Report%20Draft%2013117%20Final.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Risk_Assessment/SCE%20GRC%20Report%20Draft%2013117%20Final.pdf).

<sup>57</sup> *Id.* at 44.

<sup>58</sup> *Id.* at 5.

<sup>59</sup> *Id.* at 7.

1           71.     On October 30, 2018, less than two weeks before the Woolsey Fire, SCE admitted  
2 that it “believes its equipment was linked to the ignition” of the Thomas Fire,<sup>60</sup> which burned  
3 through 281,893 acres of Southern California in December 2017<sup>61</sup> and resulted in mudslides killing  
4 twenty-one people.<sup>62</sup> In 2017, the SCE Defendants made a profit of \$565 million.<sup>63</sup>

5           72.     The SCE Defendants are aware of their operating flaws but do not improve their  
6 practices, instead electing to pursue excessive profits. Even following the Thomas Fire, the largest  
7 fire in state history at the time,<sup>64</sup> the SCE Defendants continue to place high profits over safety and  
8 spent millions of dollars on media advertising in 2018, diverting funds away from infrastructure and  
9 vegetation management improvements that would bring them in line with the basic safety standards  
10 they currently, and knowingly, subvert. This deliberate decision to appease shareholders, at the risk  
11 of the health and the safety of the public at large, is both a conscious disregard for the rights and  
12 lives of Plaintiffs, and malicious, willful, wanton, and despicable conduct as defined by California  
13 Civil Code section 3294.

14 **VI.     GENERAL ALLEGATIONS AGAINST THE BOEING DEFENDANTS**

15 **A.     THE BOEING DEFENDANTS HAVE A NON-DELEGABLE DUTY TO**  
16 **KEEP THEIR PROPERTY REASONABLY SAFE**

17           73.     The SSFL is located thirty miles northwest of Downtown Los Angeles in  
18 southeastern Ventura County, near the crest of the Simi Hills at the western border of the San  
19 Fernando Valley.<sup>65</sup>

20           74.     The BOEING Defendants own, operate, manage, possess, and/or control the SSFL.  
21 The Chatsworth electrical substation is located on the SSFL property. Electrical infrastructure is  
22 inherently dangerous and hazardous, and the BOEING Defendants recognize it as such. The

23 \_\_\_\_\_  
24 <sup>60</sup> Nicole Chavez, *Power utility says its equipment may have sparked the second largest wildfire in California history*,  
CNN (Oct. 31, 2018, 3:05AM), [https://www.cnn.com/2018/10/31/us/southern-california-edison-sce-thomas-](https://www.cnn.com/2018/10/31/us/southern-california-edison-sce-thomas-fire/index.html)  
[fire/index.html](https://www.cnn.com/2018/10/31/us/southern-california-edison-sce-thomas-fire/index.html).

25 <sup>61</sup> CAL. DEP’T OF FORESTRY AND FIRE PROT., TOP 20 MOST DESTRUCTIVE CALIFORNIA WILDFIRES,  
[http://www.fire.ca.gov/communications/downloads/fact\\_sheets/Top20\\_Destruction.pdf](http://www.fire.ca.gov/communications/downloads/fact_sheets/Top20_Destruction.pdf).

26 <sup>62</sup> CTY. OF SANTA BARBARA, 2018 XSB JAN. STORM INCIDENT UPDATE, <https://www.countyofsb.org/asset.c/3813>.

27 <sup>63</sup> EDISON INT’L & S. CAL. EDISON, *supra* note 21.

27 <sup>64</sup> Nicole Chavez, *Thomas Fire is the largest blaze in California history*, CNN (Dec. 23, 2017, 11:15 AM),  
<https://www.cnn.com/2017/12/23/us/thomas-fire-california/index.html>.

28 <sup>65</sup> DEP’T OF TOXIC SUBSTANCES CONTROL, *Santa Susana Field Lab*,  
[https://www.dtsc.ca.gov/SiteCleanup/Santa\\_Susana\\_Field\\_Lab](https://www.dtsc.ca.gov/SiteCleanup/Santa_Susana_Field_Lab) (last visited Jan. 22, 2019).

1 transmission and distribution of electricity on their property requires the BOEING Defendants to  
2 exercise an increased level of care in accordance with the increased risk of associated danger.

3 75. At all relevant times, the BOEING Defendants, and each of them, had a non-  
4 transferable, non-delegable duty to properly use, maintain, inspect, repair, manage, own, and/or  
5 operate Electrical Equipment located on their property. The BOEING Defendants were not  
6 precluded from complying with this duty as a result of subjection, guidance, or control by the  
7 federal government in the form of direct orders, comprehensive and detailed regulations, particular  
8 and detailed specifications approved following thorough review, or otherwise. On information and  
9 belief, the government never directed the BOEING Defendants, at any time or in any way, not to  
10 properly use, maintain, inspect, repair, manage, own, and/or operate the Electrical Equipment  
11 located on their property.

12 76. At all relevant times, the BOEING Defendants had a duty to keep vegetation  
13 properly trimmed and maintained to prevent foreseeable contact with Electrical Equipment. The  
14 BOEING Defendants were not precluded from complying with this duty as a result of subjection,  
15 guidance, or control by the federal government in the form of direct orders, comprehensive and  
16 detailed regulations, particular and detailed specifications approved following thorough review, or  
17 otherwise. On information and belief, the government never directed the BOEING Defendants, at  
18 any time or in any way, not to keep vegetation properly trimmed and maintained to prevent  
19 foreseeable contact with Electrical Equipment.

20 77. At all relevant times, the BOEING Defendants had a non-delegable duty to maintain  
21 the SSFL in a safe condition by using due care to eliminate dangerous conditions by acting as a  
22 reasonable person would in view of the probability of injury to others. The BOEING Defendants  
23 were not precluded from complying with this duty as a result of subjection, guidance, or control by  
24 the federal government in the form of direct orders, comprehensive and detailed regulations,  
25 particular and detailed specifications approved following thorough review, or otherwise.

26 78. In the ownership, operation, management, possession, and/or control of the SSFL,  
27 the BOEING Defendants had an obligation to comply with, among others, (a) California Civil Code  
28 section 1714(a) (not to cause injury by want of ordinary care and skill in management of property);



1 (b) California Public Resources Code section 4422 (not to knowingly allowing fire to escape  
2 property); and (c) California Health and Safety Code section 13001 (clearing inflammable material  
3 or taking such other reasonable precautions necessary to insure against starting and spreading of fire  
4 when using and operating any device which may cause fire).

5 79. The BOEING Defendants knew or should have known that they had a duty to  
6 exercise reasonable care in the management of their property under the circumstances to avoid  
7 exposing persons to an unreasonable risk of harm.

8 **B. THE BOEING DEFENDANTS WERE AWARE OF THE HIGH RISK**  
9 **OF WILDFIRE AND THE CONSEQUENCES OF A FAILURE TO**  
10 **MANAGE THAT RISK**

11 80. The BOEING Defendants knew or should have known that a breach of the applicable  
12 standards and duties constituted negligence and would expose members of the public to a risk of  
13 death, injury, and/or destruction or damage to their property and businesses.

14 81. California's drought years increased the risk of wildfire and consequently heightened  
15 the BOEING Defendants' duty of care in the prevention of wildfires. At all relevant times, the  
16 BOEING Defendants were aware that the State of California had been in a multi-year period of  
17 drought.

18 82. The BOEING Defendants were aware of the foreseeable danger of wildfire. The  
19 BOEING Defendants were aware that large areas of Ventura County and of the County of Los  
20 Angeles are, and have been historically categorized as, "Very High Fire Hazard Severity Zones."<sup>66</sup>

21 83. The BOEING Defendants were aware of the foreseeable danger of wildfire. The  
22 BOEING Defendants have or had a private fire department on site at the SSFL.<sup>67</sup> According to the  
23 BOEING Defendants, this was to protect against "[o]ne of the greatest hazards at SSFL . . . brush-  
24 covered hills. . . it is important to be able to respond quickly to a brush fire."<sup>68</sup>

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<sup>66</sup> CAL. DEP'T OF FORESTRY AND FIRE PROT., *supra* note 33.

27 <sup>67</sup> Cosgrove, *supra* note 1.

28 <sup>68</sup> Letter from Ravness Amar, Program Manager, The Boeing Company, to Thomas Johnson, U.S. Dep't of Energy 5  
(Oct. 27, 2008), *available at* <https://www.emcbc.doe.gov/SEB/ETEC/Browsing/Historical%20Site-wide%20Crosswalk/Historical%20Site-wide%20Crosswalk%20Documents/03/BD02-399-05.pdf>.

1 C. THE BOEING DEFENDANTS KNEW THAT THEIR PROPERTY  
2 WAS NOT REASONABLY SAFE

3 84. Despite the BOEING Defendants allegedly having their own fire brigade on the  
4 SSFL, officials with Ventura County Fire Department said they did not remember seeing or  
5 communicating with any of the BOEING Defendants' firefighters during the Woolsey Fire.<sup>69</sup> The  
6 County of Los Angeles Fire Department also said in a statement that they had "little to no  
7 interactions" with any of the BOEING Defendants' firefighters.<sup>70</sup> The BOEING Defendants did not  
8 answer questions as to how many firefighters work on the grounds, how many fire engines they  
9 have, and what type of equipment they used to try to stop the fire.<sup>71</sup> Further, the BOEING  
10 Defendants hampered the ability of firefighters by not maintaining a sufficient supply of water at  
11 the SSFL,<sup>72</sup> despite representations to the contrary.<sup>73</sup> Plaintiffs allege, on information and belief,  
12 that the BOEING Defendants did not maintain adequate fire prevention resources and/or personnel  
13 at the SSFL commensurate with the high risks, despite claiming to the contrary.

14 85. By allowing the Woolsey Fire to ignite on their property and/or failing to take  
15 adequate steps to contain or assist in the containment of the Woolsey Fire, the BOEING Defendants  
16 caused substantial losses and injuries to Plaintiffs.

17 86. By not maintaining adequate fire prevention resources and/or personnel at the time  
18 of the Woolsey Fire, in favor of reducing costs to increase commercial profits, the BOEING  
19 Defendants acted with a willful and conscious disregard of the rights and/or safety of Plaintiffs, and  
20 engaged in malicious, willful, wanton, and despicable conduct as defined by California Civil Code  
21 section 3294.

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<sup>69</sup> Cosgrove, *supra* note 1.

27 <sup>70</sup> *Id.*

<sup>71</sup> *Id.*

28 <sup>72</sup> *Id.*

<sup>73</sup> Letter from Ravness Amar, *supra* note 68.

1 VII. CAUSES OF ACTION

2 First Cause of Action

3 NEGLIGENCE

4 (Against the SCE Defendants and the DOE Defendants)

5 87. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
6 set forth herein.

7 88. The SCE Defendants and the DOE Defendants, and each of them, had and have a  
8 non-transferable, non-delegable duty to apply a level of care commensurate with and proportionate  
9 to the danger of designing, engineering, installing, constructing, building, using, maintaining,  
10 inspecting, repairing, replacing, managing, owning, and/or operating their Electrical Equipment,  
11 including vegetation clearance.

12 89. The SCE Defendants and the DOE Defendants, and each of them, have special  
13 knowledge and expertise, far beyond that of a layperson, that they were obligated and required to  
14 use in the designing, engineering, installation, construction, building, using, maintaining,  
15 inspecting, repairing, replacing, managing, owning, and/or operating of Electrical Equipment and  
16 surrounding vegetation to assure safety under the local conditions of the service area, including, but  
17 not limited to, those conditions that have been identified herein.

18 90. The SCE Defendants and the DOE Defendants, and each of them, breached their  
19 respective duties owed to Plaintiffs by, including, but not limited to: (1) failing to comply with the  
20 applicable statutory, regulatory, and/or professional standards of care; (2) failing to timely and  
21 properly maintain, manage, inspect, and/or monitor their Electrical Equipment and/or adjacent  
22 vegetation; (3) failing to properly cut, trim, prune, and/or otherwise keep vegetation at a sufficient  
23 distance to avoid foreseeable contact with their Electrical Equipment; (4) failing to trim and/or  
24 prune vegetation so as to avoid creation of a safety hazard within close proximity of their Electrical  
25 Equipment; (5) failing to make their Electrical Equipment safe under all the exigencies created by  
26 surrounding circumstances and conditions; (6) failing to design, construct, monitor, and/or maintain  
27 their Electrical Equipment in a manner that avoids the potential to ignite a fire during long dry  
28 seasons and/or high winds, such as insulating power lines in high risk areas; (7) failing to install the

1 Electrical Equipment necessary and/or to inspect and repair the Electrical Equipment installed, to  
2 prevent their Electrical Equipment from improperly operating and/or making contact with its  
3 surroundings and igniting fires; (8) failing to keep their Electrical Equipment in a safe condition  
4 and/or manage their Electrical Equipment to prevent fire at all times; (9) failing to de-energize  
5 power lines during fire prone conditions; and/or (10) failing to properly train and to supervise  
6 employees and agents responsible for maintenance and inspection of their Electrical Equipment  
7 and/or vegetation areas nearby their Electrical Equipment.

8 91. To the extent that the fire originated from the operation and/or use of any Electrical  
9 Equipment, engine, machine, and/or any other device which may kindle fire, the SCE Defendants  
10 and the DOE Defendants are prima facie negligent in the maintenance, operation, and/or use of such  
11 engine, machine, and/or device, under the California Public Resources Code section 4435.

12 92. The negligence of the SCE Defendants and the DOE Defendants was a substantial  
13 factor in causing Plaintiffs' damages. The SCE Defendants' and the DOE Defendants' failure to  
14 comply with their duties of care proximately caused Plaintiffs to sustain damages as set forth herein.  
15 The conduct of the SCE Defendants and the DOE Defendants was a substantial factor in causing the  
16 serious emotional distress suffered by Plaintiffs.

17 93. As a further direct and legal result of the SCE Defendants' and the DOE Defendants'  
18 actions and/or omissions, Plaintiffs have suffered and/or continue to suffer great mental pain and  
19 suffering, including, but not limited to, worry, emotional distress, humiliation, embarrassment,  
20 anguish, anxiety, and nervousness, in an amount to be shown according to proof at trial.

21 94. As a further direct and legal result of the SCE Defendants' and the DOE Defendants'  
22 actions and/or omissions, Plaintiffs have suffered serious emotional distress, including, but not  
23 limited to, suffering, anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation,  
24 and shame, in an amount to be shown according to proof at trial.

25 95. As a further direct and legal result of the SCE Defendants' and the DOE Defendants'  
26 actions and/or omissions, Plaintiffs have suffered and/or continue to suffer personal injury,  
27 including fire-related, smoke-related, and/or particulate-related injuries, in an amount to be shown  
28 according to proof at trial.

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

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

9            98.    As a further direct and legal result of the SCE Defendants' and the DOE Defendants'  
10 actions and/or omissions, Plaintiffs have incurred and will continue to incur expenses and other  
11 economic damages related to the damage to their property, including, but not limited to, costs  
12 relating to storage, clean up, disposal, repair, depreciation, and/or replacement of their property  
13 and/or other related consequential damages, in an amount to be shown according to proof at trial.

14           99.    As a further direct and legal result of the conduct of Defendants, Plaintiffs are  
15 entitled to reasonable attorneys' fees, including under California Code of Civil Procedure section  
16 1021.9.

17           100.   SCE has a virtual monopoly over the transmission and distribution of electrical  
18 power to the areas affected by the Woolsey Fire and has individual contracts with all residents and  
19 businesses in those areas to which it distributes electrical power. The communities affected by the  
20 Woolsey Fire are all dependent upon the safe transmission and distribution of electrical power for  
21 continuous residential and commercial usage, and the SCE Defendants and the DOE Defendants  
22 have contractual, statutory, and public duties to provide such electrical power in a manner that  
23 promotes those individual and public interests.

24           101.   The potential harms to Plaintiffs from wildfires, such as the Woolsey Fire, were  
25 objectively foreseeable, both in nature and in scope, and were actually known to the SCE  
26 Defendants and the DOE Defendants from their long history of causing such wildfires. At all  
27 relevant times, the SCE Defendants and the DOE Defendants failed to properly design, engineer,  
28 install, construct, build, use, maintain, inspect, repair, replace, manage, own, and/or operate

1 Electrical Equipment, which they knew, given the then-existing and known weather, climate, and  
2 wildfire risk conditions, posed a risk of serious harm to Plaintiffs, to their personal property, to their  
3 health and well-being, and to their businesses and livelihoods. The SCE Defendants and the DOE  
4 Defendants were aware that if their Electrical Equipment came into contact with vegetation subject  
5 to long-term drought conditions, a fire would likely result. The SCE Defendants and the DOE  
6 Defendants also knew that, given the existing and known weather, climate, and fire-risk conditions,  
7 the fire was likely to pose a risk of property damage, economic loss, personal injury, and/or death to  
8 the public, including Plaintiffs.

9 102. Over the past decade, Defendant SCE has been subject to numerous fines and  
10 penalties because of SCE's failure to abide by safety rules and regulations.

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

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

28 ///



1 any way, not to properly use, maintain, inspect, repair, manage, own, and/or operate the Electrical  
2 Equipment located on their property.

3 109. The BOEING Defendants also had a duty to keep vegetation properly trimmed and  
4 maintained to prevent foreseeable contact with their Electrical Equipment. The BOEING  
5 Defendants were not precluded from complying with this duty as a result of subjection, guidance, or  
6 control by the federal government in the form of direct orders, comprehensive and detailed  
7 regulations, particular and detailed specifications approved following thorough review, or  
8 otherwise. On information and belief, the government never directed the BOEING Defendants, at  
9 any time or in any way, not to keep vegetation properly trimmed and maintained to prevent  
10 foreseeable contact with Electrical Equipment.

11 110. The BOEING Defendants and the DOE Defendants, and each of them, have special  
12 knowledge and expertise, far beyond that of a layperson, that they were obligated and required to  
13 use in the designing, engineering, installation, construction, building, using, maintaining,  
14 inspecting, repairing, replacing, managing, owning, and/or operating of the SSFL, including those  
15 conditions that have been identified herein.

16 111. The BOEING Defendants and the DOE Defendants, and each of them, breached  
17 their respective duties owed to Plaintiffs by, including, but not limited to: (1) failing to comply with  
18 the applicable state law standards of care; (2) failing to take reasonable care to discover any  
19 potential fire hazards on their property; (3) failing to take action to rectify the dangerous and/or  
20 defective condition that existed in their property that created the fire hazard; (4) failing to take  
21 adequate action once the fire ignited; (5) failing to maintain the resources and/or personnel  
22 necessary to prevent and/or suitably diminish the foreseeable, and foreseen, fire hazard that  
23 materialized; and (6) allowing the fire to escape their property such that harm was caused to persons  
24 and property.

25 112. To the extent that the fire originated from the operation and/or use of any Electrical  
26 Equipment, engine, machine, and/or any other device which may kindle fire, the BOEING  
27 Defendants and the DOE Defendants are prima facie negligent in the maintenance, operation, and/or

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1 use of such engine, machine, and/or device, under the California Public Resources Code section  
2 4435.

3 113. The negligence of the BOEING Defendants and the DOE Defendants was a  
4 substantial factor in causing Plaintiffs' damages. The BOEING Defendants' and the DOE  
5 Defendants' failure to comply with their duties of care proximately caused Plaintiffs to sustain  
6 damages as set forth herein.

7 114. As a further direct and legal result of the BOEING Defendants' and the DOE  
8 Defendants' actions and/or omissions, Plaintiffs have suffered and/or continue to suffer great mental  
9 pain and suffering, including, but not limited to, worry, emotional distress, humiliation,  
10 embarrassment, anguish, anxiety, and nervousness, in an amount to be shown according to proof at  
11 trial.

12 115. As a further direct and legal result of the BOEING Defendants' and the DOE  
13 Defendants' actions and/or omissions, Plaintiffs have suffered serious emotional distress, including,  
14 but not limited to, suffering, anguish, fright, horror, nervousness, grief, anxiety, worry, shock,  
15 humiliation, and shame, in an amount to be shown according to proof at trial.

16 116. As a further direct and legal result of the BOEING Defendants' and the DOE  
17 Defendants' actions and/or omissions, Plaintiffs have suffered and/or continue to suffer personal  
18 injury, including fire-related, smoke-related, and/or particulate-related injuries, in an amount to be  
19 shown according to proof at trial.

20 117. As a further direct and legal result of the BOEING Defendants' and the DOE  
21 Defendants' actions and/or omissions, Plaintiffs have suffered a loss of income, loss of earning  
22 capacity, loss of profits, increased expenses due to displacement, and/or other consequential  
23 economic losses in an amount to be shown according to proof at trial.

24 118. As a further direct and legal result of the BOEING Defendants' and the DOE  
25 Defendants' actions and/or omissions, Plaintiffs have suffered the total loss of their real property  
26 and damage to and/or loss of their personal property, including, but not limited to, items of peculiar  
27 value to Plaintiffs and their cherished possessions, in an amount to be shown according to proof at  
28 trial.

1           119. As a further direct and legal result of the BOEING Defendants' and the DOE  
2 Defendants' actions and/or omissions, Plaintiffs have incurred and will continue to incur expenses  
3 and other economic damages related to the damage to their property, including, but not limited to,  
4 costs relating to storage, clean up, disposal, repair, depreciation, and/or replacement of their  
5 property and/or other related consequential damages, in an amount to be shown according to proof  
6 at trial.

7           120. As a further direct and legal result of the conduct of the BOEING Defendants and the  
8 DOE Defendants, Plaintiffs are entitled to reasonable attorneys' fees, including under California  
9 Code of Civil Procedure section 1021.9.

10           121. The potential harms to Plaintiffs from wildfires, such as the Woolsey Fire, were  
11 objectively foreseeable, both in nature and in scope, and were actually known to the BOEING  
12 Defendants and the DOE Defendants. The BOEING Defendants and the DOE Defendants were  
13 aware that if they did not take adequate measures to ensure the safety of their property, a fire would  
14 likely result. The BOEING Defendants and the DOE Defendants also knew that, given the existing  
15 and known weather, climate, and fire risk conditions, the fire was likely to pose a risk of property  
16 damage, economic loss, personal injury, and/or death to the public, including Plaintiffs.

17           122. The property damage, personal injury, emotional distress, and economic losses  
18 occasioned by the Woolsey Fire are the direct and legal result of the BOEING Defendants and the  
19 DOE Defendants wantonly, negligently, carelessly, recklessly, and/or unlawfully owning,  
20 controlling, operating, and/or managing the SSFL in a dangerous and/or defective condition,  
21 resulting in the ignition of the Woolsey Fire.

22           123. As set forth above and as will be shown according to proof, there is a high degree of  
23 certainty that Plaintiffs have suffered all the injuries and damages set forth herein, and that there is  
24 an extremely close connection between those injuries and damages and the BOEING Defendants'  
25 and the DOE Defendants' conduct, which conduct was not a result of subjection, guidance, or  
26 control by the federal government in the form of direct orders, comprehensive and detailed  
27 regulations, particular and detailed specifications approved following thorough review, or  
28 otherwise.

1 124. A high degree of moral blame is attached to the BOEING Defendants' and the DOE  
2 Defendants' conduct, and the policy of preventing future harm justifies both the recognition of the  
3 existence of a duty of care owed by the BOEING Defendants and the DOE Defendants to all  
4 Plaintiffs and the imposition of all damages described herein. The BOEING Defendants were not  
5 precluded from complying with such a duty as a result of subjection, guidance, or control by the  
6 federal government in the form of direct orders, comprehensive and detailed regulations, particular  
7 and detailed specifications approved following thorough review, or otherwise.

8 125. The BOEING Defendants' and the DOE Defendants' conduct, alleged herein, was a  
9 willful and conscious disregard of the rights or safety of others and was done with disdain for the  
10 disastrous consequences that the BOEING Defendants and the DOE Defendants knew could occur  
11 because of their dangerous conduct. The wrongful conduct of the BOEING Defendants and the  
12 DOE Defendants was more than just inadvertence, error of judgment, or negligence. Rather, the  
13 BOEING Defendants' and the DOE Defendants' conduct was despicable and showed malice, as  
14 defined by California Civil Code section 3294. The State has an extremely strong interest in  
15 imposing sufficiently high punitive damages in actions where the malicious conduct of the  
16 Defendant leads to wrongful deaths of its citizens. Accordingly, Plaintiffs seek the recovery of  
17 punitive and exemplary damages against the BOEING Defendants and the DOE Defendants, as set  
18 forth herein.

19 **Third Cause of Action**

20 **INVERSE CONDEMNATION AND STRICT LIABILITY FOR HARM CAUSED BY**

21 **FIRE**

22 **(Against the SCE Defendants and the DOE Defendants)**

23 126. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
24 set forth herein.

25 127. Prior to and on November 8, 2018, Plaintiffs legally occupied, owned, and/or  
26 possessed real and/or personal property located in the County of Los Angeles in the area of the  
27 Woolsey Fire, as set forth herein.

28 ///

1           128. Prior to and on November 8, 2018, the SCE Defendants and the DOE Defendants  
2 designed, engineered, installed, constructed, built, used, maintained, inspected, repaired, replaced,  
3 managed, owned, and/or operated Electrical Equipment in Southern California.

4           129. Prior to and on November 8, 2018, as a direct, necessary, and legal result of the SCE  
5 Defendants' and the DOE Defendants' installation, ownership, operation, use, control, and/or  
6 maintenance for a public use of electrical equipment, the SCE Defendants' and the DOE  
7 Defendants' Electrical Equipment came in contact with vegetation and/or broke, failed, fell down,  
8 sparked, and/or exploded, causing a wildfire that burned hundreds of thousands of acres. The fire  
9 damaged and/or destroyed real and/or personal property in which Plaintiffs had and have an interest.

10           130. The damage to Plaintiffs' property was proximately and substantially caused by the  
11 SCE Defendants' and the DOE Defendants' actions and/or omissions in that the SCE Defendants'  
12 and the DOE Defendants' installation, ownership, operation, use, control, management, and/or  
13 maintenance for a public use of electrical equipment was negligent and caused the Woolsey Fire.

14           131. Plaintiffs have not received adequate compensation for the damage to and/or  
15 destruction of their property, which constitutes a taking or damaging of Plaintiffs' property by the  
16 SCE Defendants and the DOE Defendants without just compensation.

17           132. As a direct and legal result of the above-described damages to Plaintiffs' property,  
18 including, but not limited to, loss of use, interference with access and enjoyment of real property,  
19 and damage and/or destruction of personal property, Plaintiffs have been damaged in an amount to  
20 be shown according to proof at trial.

21           133. As a further direct and legal result of the damages to Plaintiffs' businesses,  
22 Plaintiffs' goodwill has been damaged in an amount according to proof at trial, and for which  
23 compensation is mandatory under California Civil Procedure section 1263.510.

24           134. Plaintiffs have incurred and will continue to incur attorney, appraisal, and  
25 engineering fees and costs because of the SCE Defendants' and the DOE Defendants' conduct, in  
26 amounts that cannot yet be ascertained, but which are recoverable in this action under California  
27 Code of Civil Procedure section 1036.

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1 135. Plaintiffs are entitled to prejudgment interest from November 8, 2018, under  
2 California Constitution article 1, section 19(a) and California Code of Civil Procedure section  
3 1268.310.

4 **Fourth Cause of Action**

5 **PUBLIC NUISANCE**

6 **(Against all Defendants)**

7 136. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
8 set forth herein.

9 137. Plaintiffs own, occupy, and/or possess property at or near the site of the fire, which is  
10 the subject of this action. At all relevant times herein, Plaintiffs had a right to occupy, enjoy, and/or  
11 use such property without interference by Defendants.

12 138. Defendants owed a non-transferable, non-delegable duty to the public, including  
13 Plaintiffs, to maintain their property in a reasonably safe condition and/or to conduct their business  
14 in a manner that did not threaten harm or injury to the public by fire.

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

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

21 141. The fire hazard that was created by and/or permitted to exist by Defendants affected  
22 a substantial number of people at the same time within the general public, including Plaintiffs, and  
23 constituted a public nuisance under California Civil Code section 3479 (anything injurious to  
24 health, offensive to the senses or an obstruction of the free use of property) and section 3480  
25 (affecting at the same time an entire community or considerable number of persons), and California  
26 Public Resources Code section 4170 (uncontrolled fire burning on lands covered by flammable  
27 material, without proper precaution being taken to prevent its spread) and section 4171  
28 (endangering public safety by fire hazard).

1           142. As a direct and legal result of the conduct of Defendants, Plaintiffs suffered harm  
2 that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have  
3 lost the occupancy, possession, use, and/or enjoyment of their real and/or personal property,  
4 personal injury, discomfort, annoyance, and/or emotional distress, including, but not limited to, a  
5 reasonable and rational fear that the area is still dangerous due to mudslides, in an amount to be  
6 shown according to proof at trial.

7           143. As a further direct and legal result of the conduct of Defendants, Plaintiffs have  
8 suffered, and will continue to suffer, discomfort, anxiety, fear, worries, annoyance, and/or stress  
9 attendant to the interference with Plaintiffs' occupancy, possession, use, and/or enjoyment of their  
10 property, in an amount to be shown according to proof at trial.

11           144. As a further direct and legal result Defendants' actions and/or omissions, Plaintiffs  
12 have suffered and/or continue to suffer personal injury, including, but not limited to, fire-related,  
13 smoke-related, and/or particulate-related injuries, in an amount to be shown according to proof at  
14 trial.

15           145. A reasonable, ordinary person would be annoyed or disturbed by the fire hazard  
16 created by Defendants, and the resulting Woolsey Fire.

17           146. Defendants' conduct is unreasonable and the seriousness of the harm to the public,  
18 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little or no social  
19 utility associated with causing the Woolsey Fire to destroy hundreds of thousands of acres of  
20 Southern California.

21           147. The individual and/or collective conduct of Defendants set forth above resulting in  
22 the Woolsey Fire is not an isolated incident but is part of an ongoing and/or a repeated course of  
23 conduct, and Defendants' prior conduct and/or failures have resulted in other fires and harm to the  
24 public.

25           148. The unreasonable conduct of Defendants is a direct and legal cause of the harm,  
26 injury, and/or damage to the public, including Plaintiffs.

27           149. Defendants have individually and/or collectively failed to and refused to conduct  
28 proper inspections and/or maintenance, to properly trim, prune, and/or cut vegetation, and/or avert

1 any other risk to ensure the safe operation of their business, and/or the safety of their property.  
2 Defendants' individual and/or collective failure to do so exposed every member of the public within  
3 the vicinity of the electrical equipment to a foreseeable danger of personal injury, death, and/or loss  
4 and/or destruction of real and personal property.

5 150. Under California Civil Code section 3493, Plaintiffs have standing to maintain an  
6 action for public nuisance because the nuisance is "specially injurious" to Plaintiffs. Each of  
7 Plaintiffs' residences and/or businesses, among other things, were destroyed. This loss is different  
8 and considerably greater than the harm which occurred to the general public.

9 151. For these reasons, Plaintiffs seek a permanent injunction ordering that the SCE  
10 Defendants stop continued violation of: (a) California Public Resource Code sections 4292, 4293,  
11 and 4294; (b) California Public Utilities Code sections 451 and 8386(a); (c) California Health and  
12 Safety Code section 13001; and (d) CPUC General Orders Nos. 95 and 165. Plaintiffs also seek an  
13 order directing the SCE Defendants to abate the existing and continuing nuisance described above,  
14 including, but not limited to burying and properly insulating power lines in high-risk areas, such as  
15 Malibu.

16 152. Further, Defendants' conduct, alleged herein, was despicable and subjected Plaintiffs  
17 to cruel and unjust hardship in conscious disregard of their safety and rights, constituted oppression,  
18 in favor of commercial gain, for which Defendants must be punished by punitive and exemplary  
19 damages in an amount according to proof at trial. Plaintiffs are entitled to such damages.

20 **Fifth Cause of Action**

21 **PRIVATE NUISANCE**

22 **(Against all Defendants)**

23 153. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
24 set forth herein.

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

28 ///

1 155. Defendants' actions, conduct, omissions, negligence, trespass, and/or failure to act  
2 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' property, invaded  
3 the right of Plaintiffs to use the property, interfered with Plaintiffs' enjoyment of the property,  
4 causing Plaintiffs unreasonable harm and substantial actual damages, and constituted a nuisance  
5 under California Civil Code section 3479.

6 156. As a direct and proximate result of Defendants' conduct, Plaintiffs sustained losses  
7 and damages, including, but not limited to, loss of occupancy, possession, use, and/or enjoyment of  
8 their real and/or personal property, personal injury, discomfort, annoyance, and/or emotional  
9 distress, including, but not limited to, a reasonable and rational fear that the area is still dangerous  
10 due to mudslides, in an amount to be shown according to proof at trial.

11 157. As a further direct and legal result of Defendants' conduct, Plaintiffs seek the  
12 reasonable cost of repair or restoration of the property to its original condition and/or loss of use  
13 damages in an amount to be shown according to proof at trial.

14 158. Defendants' conduct, alleged herein, was a willful and conscious disregard of the  
15 rights or safety of others and was done with disdain for the disastrous consequences that Defendants  
16 knew could occur because of their dangerous conduct. The wrongful conduct of Defendants was  
17 more than just inadvertence, error of judgment, or negligence. Rather, Defendants' conduct was  
18 despicable and showed malice, as defined by California Civil Code section 3294. The State has an  
19 extremely strong interest in imposing sufficiently high punitive damages in actions where the  
20 malicious conduct of the Defendant leads to wrongful deaths of its citizens. Accordingly, Plaintiffs  
21 seek the recovery of punitive and exemplary damages against Defendants, as set forth herein.

22 **Sixth Cause of Action**

23 **TRESPASS**

24 **(Against all Defendants)**

25 159. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
26 set forth herein.

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



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

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

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

11           164. As a further direct and legal result Defendants' actions and/or omissions, Plaintiffs  
12 have suffered and/or continue to suffer personal injury, including, but not limited to, fire-related,  
13 smoke-related, and/or particulate-related injuries, in an amount to be shown according to proof at  
14 trial.

15           165. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek  
16 double and/or treble damages for the negligent, willful, and wrongful injuries to timber, trees,  
17 and/or underwood on their property, as allowed under California Civil Code section 3346, in an  
18 amount to be shown according to proof at trial.

19           166. As a further direct and legal result of the conduct of Defendants, Plaintiffs are  
20 entitled to reasonable attorneys' fees, including under California Code of Civil Procedure section  
21 1021.9.

22           167. Defendants' conduct, alleged herein, was a willful and conscious disregard of the  
23 rights or safety of others and was done with disdain for the disastrous consequences that Defendants  
24 knew could occur because of their dangerous conduct. The wrongful conduct of Defendants was  
25 more than just inadvertence, error of judgment, or negligence. Rather, Defendants' conduct was  
26 despicable and showed malice, as defined by California Civil Code section 3294. The State has an  
27 extremely strong interest in imposing sufficiently high punitive damages in actions where the

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1 malicious conduct of the Defendant leads to wrongful deaths of its citizens. Accordingly, Plaintiffs  
2 seek the recovery of punitive and exemplary damages against Defendants, as set forth herein.

3 **Seventh Cause of Action**

4 **VIOLATION OF PUBLIC UTILITIES CODE SECTION 2106**

5 **(Against the SCE Defendants and the DOE Defendants)**

6 168. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
7 set forth herein.

8 169. California Public Utilities Code section 2106 creates a private right of action against  
9 “[a]ny public utility which does, causes to be done, or permits any act, matter, or thing prohibited or  
10 declared unlawful, or which omits to do any act, matter, or thing required to be done, either by the  
11 Constitution, any law of this State, or any order or decision of the commission . . . .”

12 170. As a “public utility” within the meaning of the California Public Utilities Code, the  
13 SCE Defendants and the DOE Defendants at all times herein had a duty to properly design,  
14 construct, operate, maintain, inspect, and manage its electrical infrastructure as well as trim trees  
15 and vegetation in compliance with all relevant provisions of applicable orders, decisions, directions,  
16 rules or statutes, including, but not limited to, those stated in: (a) California Public Resource Code  
17 sections 4292, 4293, and 4294; (b) California Public Utilities Code sections 451 and 8386(a); and  
18 (c) CPUC General Orders Nos. 95 and 165.

19 171. The violation of a legislative enactment or administrative regulation which defines a  
20 minimum standard of conduct is unreasonable per se. The SCE Defendants and the DOE  
21 Defendants, and each of them, violated the above listed requirements by: (a) failing to service,  
22 inspect, or maintain their Electrical Equipment and vegetation affixed to and in close proximity to  
23 their Electrical Equipment; (b) failing to provide Electrical Equipment of suitable design; (c) failing  
24 to construct and to maintain their Electrical Equipment for their intended use of safe transmission of  
25 electricity, considering the known condition of the combination of the dry season and vegetation of  
26 the area, resulting in Plaintiffs being susceptible to the ignition and spread of fire and the fire hazard  
27 and danger of electricity and electrical transmission and distribution; (d) failing to properly design,  
28 construct, operate, maintain, inspect, and manage their Electrical Equipment and the surrounding

1 vegetation resulting in said vegetation igniting and accelerating the spread of the fire; (e) failing to  
2 properly safeguard against the ignition of fire during the course and scope of employee work on  
3 behalf of the SCE Defendants; and (f) failing to comply with the enumerated legislative enactments  
4 and administrative regulations.

5 172. The SCE Defendants and the DOE Defendants, and each of them, proximately and  
6 substantially caused the destruction, damage, and injury to Plaintiffs by their violations of  
7 applicable orders, decisions, directions, rules, or statutes, including, but not limited to, those stated  
8 in: (a) Public Resource Code sections 4292, 4293, and 4294; (b) Public Utilities Code sections 451  
9 and 8386(a); (c) California Health and Safety Code section 13001; and (d) CPUC General Orders  
10 Nos. 95 and 165.

11 173. Plaintiffs were and are within the class of persons for whose protection applicable  
12 orders, decisions, directions, rules, or statutes were adopted, including, but not limited to, those  
13 stated in: (a) California Public Resource Code sections 4292, 4293, and 4294; (b) California Public  
14 Utilities Code sections 451 and 8386(a); (c) California Health and Safety Code section 13001; and  
15 (d) CPUC General Orders Nos. 95 and 165. As alleged herein, according to proof, the SCE  
16 Defendants and the DOE Defendants are liable to Plaintiffs for all losses, damages, and injuries  
17 caused by and resulting from the SCE Defendants' and the DOE Defendants' violation of such  
18 orders, decisions, directions, rules, or statutes.

19 174. The SCE Defendants' and the DOE Defendants' conduct, alleged herein, was willful  
20 within the meaning of California Public Resources Code section 2106 and Plaintiffs seek the  
21 recovery of punitive and exemplary damages against the SCE Defendants and the DOE Defendants,  
22 as set forth herein.

23 **Eighth Cause of Action**

24 **VIOLATION OF HEALTH & SAFETY CODE SECTION 13007 et seq.**

25 **(Against all Defendants)**

26 175. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
27 set forth herein.

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1           176. By engaging in the acts and/or omissions alleged herein, Defendants, and each of  
2 them, willfully, negligently, carelessly, recklessly, and/or in violation of law, set fire to and/or  
3 allowed fire to be set to the property of another in violation of California Health & Safety Code  
4 section 13007 et seq.

5           177. As a direct and legal result of Defendants' violation of California Health & Safety  
6 Code section 13007 et seq., Plaintiffs suffered recoverable damages to property under  
7 California Health & Safety Code section 13007 et seq. and continue to suffer all the injuries and  
8 damages described herein.

9           178. As a further direct and legal result of Defendants, and each of them, violating  
10 California Health & Safety Code section 13007 et seq., Plaintiffs are entitled to reasonable  
11 attorneys' fees including under California Code of Civil Procedure section 1021.9.

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

15           180. Defendants' conduct, alleged herein, was a willful and conscious disregard of the  
16 rights or safety of others and was done with disdain for the disastrous consequences that Defendants  
17 knew could occur because of their dangerous conduct. The wrongful conduct of Defendants was  
18 more than just inadvertence, error of judgment, or negligence. Rather, Defendants' conduct was  
19 despicable and showed malice, as defined by California Civil Code section 3294. The State has an  
20 extremely strong interest in imposing sufficiently high punitive damages in actions where the  
21 malicious conduct of the Defendant leads to wrongful deaths of its citizens. Accordingly, Plaintiffs  
22 seek the recovery of punitive and exemplary damages against Defendants, as set forth herein.

23   **Ninth Cause of Action**

24                                   **VIOLATION OF HEALTH & SAFETY CODE SECTION 13008 et seq.**

25   **(Against all Defendants)**

26           181. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
27 set forth herein.

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1 182. By engaging in the acts and/or omissions alleged herein, Defendants, and each of  
2 them, allowed fire burning upon Defendants' property to escape the property without exercising due  
3 diligence to control such fire, in violation of California Health & Safety Code section 13008 et seq.

4 183. As a direct and legal result of Defendants' violation of California Health & Safety  
5 Code section 13008 et seq., Plaintiffs suffered recoverable damages to property under California  
6 Health & Safety Code section 13008 et seq. and continue to suffer all the injuries and damages  
7 described herein.

8 184. As a further direct and legal result of Defendants, and each of them, violating  
9 California Health & Safety Code section 13008 et seq., Plaintiffs are entitled to reasonable  
10 attorneys' fees including, under California Code of Civil Procedure section 1021.9.

11 185. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and  
12 each of them, Plaintiffs suffered, and continue to suffer, all the injuries and damages as set forth  
13 herein.

14 186. Defendants' conduct, alleged herein, was a willful and conscious disregard of the  
15 rights or safety of others and was done with disdain for the disastrous consequences that Defendants  
16 knew could occur because of their dangerous conduct. The wrongful conduct of Defendants was  
17 more than just inadvertence, error of judgment, or negligence. Rather, Defendants' conduct was  
18 despicable and showed malice, as defined by California Civil Code section 3294. The State has an  
19 extremely strong interest in imposing sufficiently high punitive damages in actions where the  
20 malicious conduct of the Defendant leads to wrongful deaths of its citizens. Accordingly, Plaintiffs  
21 seek the recovery of punitive and exemplary damages against Defendants, as set forth herein.

22 **Tenth Cause of Action**  
23 **PREMISES LIABILITY**  
24 **(Against all Defendants)**

25 187. Plaintiffs hereby reassert and reallege paragraphs 1 to 86, inclusive, as though fully  
26 set forth herein.

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1 188. Defendants, and each of them, were the owners of an easement and/or real property  
2 in the area of the origins of the Woolsey Fire and/or were the owners of Electrical Equipment upon  
3 said easement(s) and/or right(s) of way.

4 189. Defendants, and each of them, acted wantonly, unlawfully, carelessly, recklessly,  
5 and/or negligently in owning, controlling, operating, and/or managing the SSFL  
6 or Electrical Equipment on or near to the SSFL and allowing an unsafe condition presenting a  
7 foreseeable risk of fire danger to exist on such property.

8 190. As a direct and legal result of the wrongful acts and/or omissions of the Defendants,  
9 and each of them, Plaintiffs suffered, and continue to suffer, all the injuries and damages as set forth  
10 herein.

11 191. Defendants' conduct, alleged herein, was a willful and conscious disregard of the  
12 rights or safety of others and was done with disdain for the disastrous consequences that Defendants  
13 knew could occur because of their dangerous conduct. The wrongful conduct of Defendants was  
14 more than just inadvertence, error of judgment, or negligence. Rather, Defendants' conduct was  
15 despicable and showed malice, as defined by California Civil Code section 3294. The State has an  
16 extremely strong interest in imposing sufficiently high punitive damages in actions where the  
17 malicious conduct of the Defendant leads to wrongful deaths of its citizens. Accordingly, Plaintiffs  
18 seek the recovery of punitive and exemplary damages against Defendants, as set forth herein.

19 **VIII. PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray for judgment against Defendants SCE, EDISON,  
21 BOEING, and DOES 1 through 100, and each of them, as follows:

- 22 1. Reasonable compensation for all economic harm caused by the Woolsey Fire,  
23 including, but not limited to:
- 24 a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost  
25 personal and/or real property;
  - 26 b. Loss of the use, benefit, and enjoyment of Plaintiffs' real and/or personal  
27 property;

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- 1 c. Loss of wages, earning capacity, business profits, proceeds, and/or goodwill;
- 2 and
- 3 d. Any related displacement, evacuation, and/or relocation expenses.
- 4 2. Reasonable compensation for all non-economic harm caused by the Woolsey
- 5 Fire, including, but not limited to:
  - 6 a. Damages to their physical persons caused by fire, smoke, and/or particulates;
  - 7 b. Damages for annoyance, discomfort, disturbance, inconvenience, and mental
  - 8 anguish; and
  - 9 c. Damages for fear, worry, emotional distress, and
  - 10 loss of quiet enjoyment of property.
- 11 3. Exemplary and punitive damages, including, but not limited to:
  - 12 a. Treble or double damages for wrongful injuries to timber, trees, and/or
  - 13 underwood on Plaintiffs' property as allowed under California Civil Code
  - 14 section 3346;
  - 15 b. Treble or double damages in an amount according to proof for unlawful
  - 16 injuries to trees as allowed under California Code of Civil Procedure section
  - 17 733;
  - 18 c. Exemplary damages in an amount according to proof under California
  - 19 Civil Code section 3294; and
  - 20 d. Exemplary damages in an amount according to proof under California
  - 21 Public Utilities Code section 2106.
- 22 4. All costs of suit including, where appropriate, attorneys' fees, appraisal fees,
- 23 engineering fees, and related costs, such as those allowed under California
- 24 Code of Civil Procedure sections 1021.9 and 1036;
- 25 5. Prejudgment interest under the California Constitution article 1, section 19(a),
- 26 California Code of Civil Procedure section 1268.310, and California Civil Code sections 3287 and
- 27 3288, or otherwise;
- 28 6. Post-judgment interest;

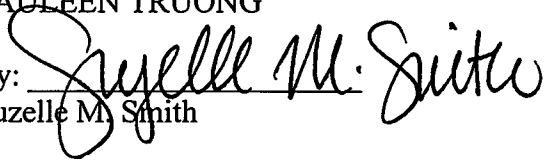
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- 7. Past and future damages;
- 8. Imposition of permanent injunction ordering that the SCE Defendants stop continued violation of multiple laws, regulations, orders, and rules as set forth herein;
- 9. Issuance of an order directing the SCE Defendants to abate nuisance; and
- 10. For such other and further relief as the Court shall deem proper, all according to proof.

Respectfully submitted,

DATED: April 30, 2019

HOWARTH & SMITH  
SUZELLE M. SMITH  
DON HOWARTH  
PAILEEN TRUONG

By:   
Suzelle M. Smith

Attorneys for Plaintiffs



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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury herein.

Respectfully submitted,

DATED: April 30, 2019

HOWARTH & SMITH  
SUZELLE M. SMITH  
DON HOWARTH  
PAULEEN TRUONG

By:   
Suzelle M. Smith

Attorneys for Plaintiffs