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20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF LOS ANGELES

22 MICHAEL HENTHORN, and individually
23 and Trustee of the MICHAEL HENTHORN
TRUST,

24 Plaintiffs,

25 vs.

26 SOUTHERN CALIFORNIA EDISON
27 COMPANY; EDISON INTERNATIONAL,
and DOES 1 through 50, inclusive,

28 Defendants.

Case No.

COMPLAINT FOR:

1. NEGLIGENCE
2. INVERSE CONDEMNATION
3. PUBLIC NUISANCE
4. PRIVATE NUISANCE
5. PREMISES LIABILITY
6. TRESPASS
7. VIOLATIONS OF PUBLIC UTILITIES
CODE §2106

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**8. VIOLATION OF HEALTH & SAFETY
CODE § 13007**

JURY TRIAL DEMANDED

Plaintiffs, MICHAEL HENTHORN, individually and as Trustee of the MICHAEL HENTHORN TRUST, bring this action for damages against Defendants SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), EDISON INTERNATIONAL ("EDISON") and DOES 1 through 50 (collectively "SCE Defendants") as follows:

INTRODUCTION

1. This case arises from the deadly Woolsey Fire, which has burned approximately 98,362 acres, destroyed at least 504 structures, damaged another 96 structures, killed three (3) civilians and injured three (3) firefighters. The Woolsey Fire has been a traumatic event for its victims, who through no fault of their own, went from homeowners to homeless in a matter of hours and comes less than one year after the deadly Thomas Fire ravaged Ventura and Santa Barbara counties.

2. According to Cal Fire, the Woolsey Fire started at approximately 2:24 p.m. on November 8, 2018 near E Street and Alfa Road on the Rocketdyne facility in Simi Valley, California. On November 8, 2018 at 8:12 p.m., Defendant SCE sent an "Electric Safety Incident Report" to the California Public Utilities Commission (CPUC) advising: "Preliminary information indicates the Woolsey Fire was reported at approximately 2:24 p.m. Our information reflects the Big Rock 16kV circuit out of Chatsworth Substation relayed at 2:22 p.m." Plaintiffs are informed and believe that the image below depicts two separate starts of the Woolsey Fire at the Rockedyne facility directly beneath SCE's 16kV transmission power lines, and immediately adjacent to SCE's Chatsworth Substation, which is located on the Rocketdyne facility.

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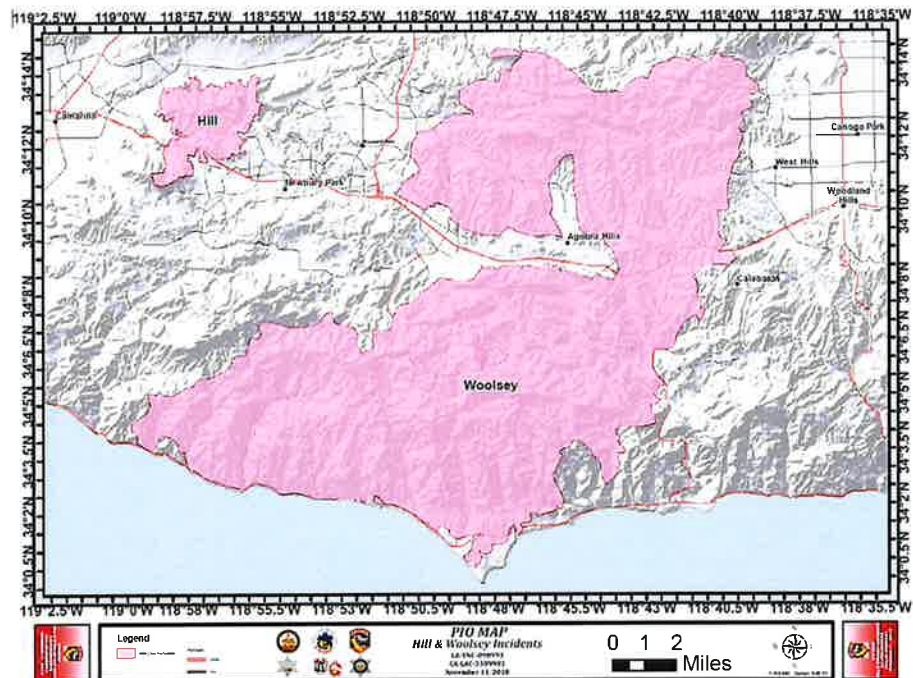
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3. The Woolsey Fire spread quickly, pushed by strong Santa Ana winds and dry vegetation created by years of drought conditions in Southern California.

4. Over the following days, the Woolsey Fire spread rapidly and charred approximately 151 square miles, caused evacuations of hundreds of thousands of residents and caused widespread power outages, as well as school and road closures.



5. As set forth in more detail below, the Woolsey Fire was caused by SCE's negligence in (a) failing to maintain its overhead electrical facilities in a safe manner; (b) failing to perform vegetation management in accordance with applicable regulations and/or (c) failing to shut down the Big Rock 16kV circuit to prevent a catastrophic wildfire during the Red Flag weather conditions that preceded the Woolsey Fire.

6. SCE had a duty to properly construct, maintain and operate its electrical infrastructure. SCE violated these duties by knowingly operating aging and improperly maintained infrastructure. In fact, SCE's violations had caused wildfires before, and SCE was fined by the California Public Utilities Commission ("CPUC") numerous times before the Woolsey Fire began.

7. Had SCE acted responsibly, the Woolsey Fire could have been prevented.

8. Plaintiffs have suffered property damage, economic loss, and disruption to their homes, businesses, lives and livelihoods, and they seek fair compensation for themselves in this case.

9. Plaintiffs bring claims on behalf of themselves for damages for, *inter alia*, damage to and loss of use of real and personal property; loss of income; loss of business; consequential and incidental damages; emotional distress; and other harm caused by Defendants' wrongful conduct.

10. On November 6, 2018, SCE activated its Emergency Operations Center and began its 48-hour notification program to government officials, emergency management agencies, fire chiefs and customers in Agoura Hills, Agoura, Chatsworth, Malibu, Simi Valley and other areas that "due to meteorological forecasts of dangerous high winds in designated Red Flag high risk fire areas, SCE has now determined" that approximately "27,000 customers are being notified today of possible power shut-offs in portions of these communities." However, SCE did not de-energize its Big Rock Circuit prior to the Woolsey Fire.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over this matter pursuant to California *Code of Civil Procedure* § 395(a) because, at all times relevant, Defendants have conducted significant business in the County of Los Angeles, State of California, so as to render the exercise

1 of jurisdiction over Defendants by California courts consistent with the traditional notions of fair
2 play and substantial justice. The amount in controversy exceeds the jurisdictional minimum of this
3 Court.

4 12. Venue is proper in this County pursuant to California *Code of Civil Procedure* §
5 395.5 because, at all times relevant herein, the Defendants wrongful conduct which caused the
6 Woolsey Fire occurred in Los Angeles County and damaged the Plaintiffs' property, businesses
7 and livelihoods in the County of Los Angeles.

8 **THE PLAINTIFFS**

9 13. Plaintiff, MICHAEL HENTHORN, is a resident of the County of Los Angeles and
10 owner of the real properties located at 8570 and 8567 Mitolomol Street, Malibu, California 90265.
11 The Woolsey Fire completely destroyed the Plaintiff's 20 acre ranch, home, guest home, barn,
12 vehicles and pets. Plaintiff was forced to run for his life to escape the flames as they consumed his
13 home, where he had lived for the past 30 years. Plaintiff suffered extreme emotional distress.

14 14. Plaintiff, the MICHAEL HENTHORN TRUST, is the owner of the real properties
15 located at 8570 Mitolomol Street and 8567 Mitolomol Street, Malibu, California 90265. The
16 Woolsey Fire completely destroyed the Plaintiff's 20 acre ranch, primary home, rental home and
17 barn. Plaintiff was forced to run for his life to escape the flames as they consumed his home,
18 where he had lived for the past 30 years.

19 **THE DEFENDANTS**

20 15. At all times herein mentioned SOUTHERN CALIFORNIA EDISON COMPANY
21 ("SCE") and is a corporation authorized to do business, and doing business, in the State of
22 California, with their principal place of business in the County of Los Angeles, State of California.
23 Defendant EDISON INTERNATIONAL ("EDISON") is an energy-based holding company
24 headquartered in Rosemead, and it is the parent company of Defendant SCE. EDISON
25 subsidiaries provide customers with public utility services, and services relating to the generation
26 of energy, generation of electricity, transmission of electricity and natural gas, and the distribution
27 of energy.

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1 16. SCE is both an “Electrical Corporation” and a “Public Utility” pursuant to,
2 respectively, Sections 218(a) and 216(a) of the California Public Utilities Code. SCE is in the
3 business of providing electricity to the residents and businesses in Southern California, and more
4 particularly, to Plaintiffs’ residences, businesses, and properties through a network of electrical
5 transmission and distribution lines and power generation plants.

6 17. At all times mentioned herein, SCE was the supplier of electricity to members of
7 the public in Ventura County, and elsewhere in Southern California. As part of supplying
8 electricity to members of the public, SCE installed, constructed, built, maintained, and operated
9 overhead power lines, together with supporting utility poles and transformers, for the purpose of
10 conducting electricity for delivery to members of the general public. Furthermore, on information
11 and belief, SCE is responsible for maintaining vegetation near, around, and in proximity to their
12 electrical equipment in compliance with State and Federal regulations, specifically including, but
13 not limited to, Public Resource Code § 4292, Public Resource Code § 4293, CPUC General Order
14 95, and CPUC General Order 165.

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

27 19. SCE, based in Los Angeles County, is one of the nation’s largest electric utilities,
28 serving a 50,000 square-mile area within Central, Coastal, and Southern California. It is wholly-

1 owned by Edison International, which has a market cap of over \$ 20.5 billion. SCE's assets total
2 approximately \$53 billion.

3 20. At all times mentioned herein, Defendant SCE was a supplier of electricity to
4 members of the public. As part of supplying electricity to members of the public, SCE installed,
5 constructed, built, maintained, and operated overhead electrical distribution systems including
6 power lines, together with supporting poles and appurtenances, for the purpose of conducting
7 electricity for delivery to members of the general public.

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

14 22. Defendants have at least \$ 1 billion in wildfire insurance.

15 23. Plaintiffs allege that SCE and EDISON are jointly and severally liable for each
16 other's wrongful acts and/or omissions as hereafter alleged, in that:

17 a. SCE and EDISON International operate as a single business enterprise
18 operating out of the same building located at 2244 Walnut Grove Ave., Rosemead, California for
19 the purpose of effectuating and carrying out SCE's business and operations and/or for the benefit
20 of Edison International;

21 b. SCE and EDISON do not operate as completely separate entities, but rather,
22 integrate their resources to achieve a common business purpose;

23 c. SCE is so organized and controlled, and its decisions, affairs and business
24 so conducted as to make it a mere instrumentality, agent, conduit or adjunct of EDISON
25 International;

26 d. SCE's income results from function integration, centralization of
27 management, and economies of scale with EDISON;

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- 1 e. SCE'S and EDISON's officers and management are intertwined and do not
2 act completely independent of one another;
- 3 f. SCE's and EDISON's officers and managers act in the interest of SCE as a
4 single enterprise;
- 5 g. EDISON has control and authority to choose and appoint SCE's board
6 members as well as its other top officers and managers;
- 7 h. Despite the fact that they are both Electric Companies and Public Utilities,
8 SCE and EDISON do not compete with one another, but have been structured and organized and
9 their business effectuated so as to create a synergistic, integrated, single enterprise where various
10 components operate in concert with one another;
- 11 i. EDISON maintains unified administrative control over SCE;
- 12 j. SCE and EDISON are insured by the same carriers and provide uniform or
13 similar pension, health, life, and disability insurance plans for employees;
- 14 k. SCE and EDISON have unified 401(k) Plans, pension and investment plans,
15 bonus programs, vacation policies, and paid time off from work schedules and policies;
- 16 l. SCE and EDISON invest funds from their programs and plans by a
17 consolidated and/or coordinated Benefits Committee controlled by SCE and administered by
18 common trustees and administrators;
- 19 m. SCE and EDISON have unified personnel policies and practices and/or a
20 consolidated personnel organization or structure;
- 21 n. SCE and EDISON have unified accounting policies and practices dictated
22 by Edison International and/or common or integrated accounting organizations or personnel;
- 23 o. SCE and EDISON are represented by common legal counsel;
- 24 p. EDISON's officers, directors, and other management make policies and
25 decisions to be effectuated by SCE and/or otherwise play roles in providing directions and making
26 decisions for SCE;
- 27 q. EDISON's officers, directors, and other management direct certain financial
28 decisions for SCE, including the amount and nature of capital outlays;

1 r. EDISON's written guidelines, policies, and procedures control SCE's
2 employees, policies and practices;

3 s. EDISON files consolidated earnings statements factoring in all revenue and
4 losses from SCE, as well as consolidated tax returns, including those seeking tax relief, and/or
5 without limitation.

6 t. EDISON generally directs and controls SCE's relationship with, requests to,
7 and responses to inquiries from the CPUC and uses such direction and control for the benefits of
8 EDISON.

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

13 **DOE DEFENDANTS**

14 24. The true names of DOES 1 through 50, whether individual, corporate, associate, or
15 otherwise, are unknown to Plaintiffs who, under California *Code of Civil Procedure* § 474, sue
16 these Defendants under fictitious names.

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

21 26. The Doe Defendants are private individuals, associations, partnerships,
22 corporations, or other entities that actively assisted and participated in the negligent and wrongful
23 conduct alleged herein in ways that are currently unknown to Plaintiffs. Some or all of the DOE
24 Defendants may be residents of the State of California. Plaintiffs may amend or seek to amend
25 this Complaint to allege the true names, capacities, and responsibility of these Doe Defendants
26 once they are ascertained, and to add additional facts and/or legal theories. Plaintiffs make all
27 allegations contained in this Complaint against all Defendants, including DOES 1 through 50.

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1 **FACTUAL ALLEGATIONS**

2 **The Damage Caused By The Woolsey Fire**

3 27. Plaintiffs are informed and believe that on November 8, 2018 at approximately
4 2:24 p.m., the Woolsey Fire ignited in the vicinity of E Street and Alpha Road, at the Rocketdyne
5 facility in an unincorporated area of Ventura County, California. At the time of filing this
6 Complaint, the Woolsey Fire has burned approximately 98,362 acres, destroyed 504 structures,
7 damaged 96 structures and threatened an additional 57,000 structures.

8 28. The Woolsey Fire also created serious air quality problems in Los Angeles and
9 Ventura Counties. The air quality in Ventura County was rated “unhealthy” by the Ventura
10 County Air Pollution Control District, which warned people with respiratory or heart disease, the
11 elderly and children to remain indoors during the duration of the fire. Due to the poor air quality,
12 classes at many schools, community colleges and outdoor activities were cancelled in a number of
13 cities in Ventura County.

14 29. The full extent of the damage has not yet been quantified.

15 30. Because the fire spread so rapidly, individuals often could not protect their
16 properties and structures, or even remove personal possessions, irreplaceable heirlooms, and
17 valuable inventories of products, materials or records.

18 31. The fire damage and destruction also has negatively impacted the value of the
19 Plaintiffs’ real property, and will continue to affect its resale value and development for an
20 indefinite period of time in the future.

21 32. In addition to damage and destruction of real and personal property, the Woolsey
22 Fire caused widespread economic losses to individuals and businesses throughout Ventura and
23 Los Angeles Counties, and will continue to do so into the future.

24 33. Individuals who were displaced have incurred and will continue to incur costs
25 related to temporary lodging while being displaced.

26 34. Businesses that suffered property damage have incurred and will continue to incur
27 economic losses due to their inability to operate their businesses, loss of access to their business
28

1 locations, and inability of employees to reach their businesses. These conditions are ongoing and
2 will continue for an unknown duration of time.

3 **SCE Had A Non-Delegable, Non-Transferable Duty To Safely Maintain Its Electrical**
4 **Infrastructure**

5 35. At all times prior to November 8, 2018, SCE had a non-delegable, non-transferable
6 duty to properly construct, inspect, maintain, repair, manage and/or operate its electrical power
7 lines, utility poles and appurtenant equipment and to keep vegetation and trees properly trimmed
8 at a safe distance so as to prevent foreseeable contact with its electrical equipment.

9 36. In the construction, inspection, repair, maintenance, ownership, and/or operation of
10 its power lines, utility poles and other electrical equipment, SCE had an obligation to comply with
11 a number of statutes, regulations, orders and standards, as detailed below.

12 37. SCE is required to comply with a number of design standards for its electrical
13 equipment, as stated in CPUC General Order 95. In extreme fire areas, SCE must also ensure that
14 its power lines and utility poles can withstand winds of up to 92 miles per hour. Further, SCE
15 must follow several standards to protect the public from the consequences of vegetation and/or
16 trees from coming into contact with its power lines and other electrical equipment. Pursuant to
17 Public Resources Code § 4292, SCE is required to “maintain around adjacent to any pole or tower
18 which supports a switch, fuse, transformer, lighting arrester, line junction, or dead end or corner
19 pole, a firebreak which consists of clearing not less than 10 feet in each direction from the outer
20 circumference of such pole or tower.” Also, Public Resources Code § 4293 mandates SCE
21 maintain clearances of 4 to 10 feet for all of its power lines, depending upon their voltage. In
22 addition, “[d]ead trees, old decadent or rotten trees, trees weakened by decay or disease and trees
23 or portions thereof that are leaning toward the line which may contact the line from the side or
24 may fall on the line shall be felled, cut, or trimmed so as to remove such hazard.”

25 38. Further, pursuant to CPUC General Order 165, SCE is also required to inspect its
26 distribution facilities to maintain a safe and reliable electric system. Specifically, SCE must
27 conduct “patrol” inspections of all of its overhead facilities annually in Extreme or High Fire
28

1 areas, which includes Los Angeles and Ventura Counties.¹ SCE is also required to inspect
2 wooden utility poles once the poles have been in service for 15 years, with intrusive inspections of
3 the poles themselves within ten years.²

4 39. SCE knew or should have known that such standards and regulations were
5 minimum standards and that SCE has a duty to identify vegetation and trees which posed a
6 foreseeable hazard to overhead power lines and/or other electrical equipment, and to manage the
7 growth of vegetation near its utility poles and power lines so as to prevent the foreseeable danger
8 of contact between the vegetation and/or trees and power lines starting a fire.

9 **SCE's Overloaded Utility Poles**

10 40. SCE knew about the significant risk of wildfires caused by its aging and over-
11 loaded utility poles years before the Woolsey Fire began:

12 (a) **The 2007 Fire Siege in Southern California:** In October 2007, strong Santa Ana
13 winds swept across Southern California and caused dozens of wildfires. Several of the
14 worst wildfires were reportedly caused by downed power lines. One of these fires was the
15 Malibu Canyon Fire, which started on October 21, 2007 at approximately 4:30 a.m. A
16 subsequent investigation by the PUC's Safety and Enforcement Division ("SED")
17 determined that the fire was caused when three wooden utility poles broke and fell to the
18 ground as a result of strong Santa Ana winds in Malibu Canyon, Los Angeles County. The
19 resulting fire burned 3,846 acres, destroyed 14 structures and 36 vehicles and caused
20 damaged to 19 other structures. Those utility poles and overhead supply and
21 communications facilities were owned and operated by SCE, Verizon Wireless, AT&T
22 Mobility, LLC, Spring Communications Company, LP, and NextG Networks of California.

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25 ¹ PUC GO 165, Table 1, http://www.cpuc.ca.gov/gos/GO165/GO_165_table.html

26 ² A Brief Introduction To Utility Poles, PUC, at p. 10,
27 [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/D](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work/PPDUtilityPole.pdf)
28 [ivisions/Policy_and_Planning/PPD_Work/PPDUtilityPole.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work/PPDUtilityPole.pdf)

1 The SED investigated the incident and found SCE and the communications companies
2 which owned the three poles in violation of PUC General Order 95 ("GO 95").
3 Specifically, SED found that the wind at the time of the fire was approximately 50 miles
4 per hour. According to GO 95, Rule 44, the type of poles involved were required to be
5 designed and constructed with a safety factor of 4.0, and able to withstand winds up to 92.4
6 miles per hour. The SED found SCE and the other owners and operators of the poles and
7 attached facilities to be in violation of Rules 12, 31, 43 and 44 in GO 95 for failing to
8 properly inspect and maintain their poles and facilities to prevent the safety factors from
9 falling below the minimum requirements. SCE agreed to a settlement with the PUC and
10 a \$37 million fine and agreed to conduct a safety audit and remediation of its utility poles
11 in the Malibu area.

12 (b) **The 2011 Windstorm:** On November 30, 2011 and December 1, 2011, Santa Ana
13 winds swept through SCE's territory, knocking down utility facilities, uprooting trees, and
14 causing prolonged power outages. Two-hundred forty-eight (248) wood utility poles and
15 1,064 overhead electrical lines were affected. A total of 440,168 customers lost power
16 during this wind event. SED performed an investigation and concluded that SCE and
17 communication providers who jointly owned utility poles violated GO 95 because at least
18 21 poles and 17 guy wires were overloaded in violation of the safety factor requirements
19 codified in GO 95, Rule 44.1.

20 (c) **SCE Pole Loading Study:** As part of SCE's 2012 General Rate Case, the PUC
21 ordered SCE to conduct a statistically-valid sampling of SCE-owned and jointly-owned
22 utility poles to determine whether the pole loading complied with current legal standards.
23 SCE's study, released on July 31, 2013, found that 22.3% of the 5,006 poles tested failed
24 to meet current design standards. In November 2013, the SED sent a letter to the PUC
25 Commissioners discussing SCE's study and recommended the following changes in
26 policy:

- 27 (1) SCE should conduct a wind analysis in its service territory, incorporating actual
28 wind standards into its internal pole loading standards;

1 (2) SCE should conduct a pole loading analysis of every pole carrying SCE
2 facilities, employing a risk management approach, considering, at a minimum, fire
3 risk, the presence of communications facilities and the number of overloaded poles
4 in the area; and

5 (3) SCE should commence pole mitigation measures as soon as possible, and not
6 wait for the pole loading analysis to be completed.

7 **(d) SCE's Pole Loading Program:** In its 2015 General Rate Case, SCE proposed a Pole
8 Loading Program ("PLP") to identify and remediate overloaded poles and prevent poles on
9 the 1.4 million utility poles its service territory from becoming overloaded in the future.
10 SCE claims it started its PLP in 2014, but will not complete its assessment in high fire
11 areas until 2017 and will not complete pole remediation of overloaded poles until 2025.
12 SCE claims that under the PLP, a pole will be replaced between 72 hours and 59 months
13 depending upon the safety factor and its location relative to high fire areas. In its 2015
14 General Rate Case, SCE forecast it would perform assessment of 205,754 poles in 2015.
15 However, SCE only actually performed assessments of 142,382 poles in 2015, or 63,372
16 (30%) fewer than SCE claimed it would conduct, and as a result, SCE repaired 14,310
17 fewer overloaded poles than it forecast in 2015. However, SCE's PLP has experienced
18 substantial delays due to problems with the software program it used to calculate the pole
19 loading safety factors for its poles. In its 2015 General Rate Case, SCE estimated that 22%
20 of its utility poles were overloaded. However, in its 2018 General Rate Case, SCE
21 disclosed that it modified its software used to calculate pole loading safety factors and that
22 these revisions reduced the percentage of poles needing remediation to just 9%.
23 Additionally, SCE disclosed in its 2018 General Rate Case that it had failed to meet its
24 2015 projections to assess and repair overloaded poles. Specifically, SCE admitted that it
25 had only conducted 142,519 out of the projected 205,000 pole assessments in 2015. As a
26 result, SCE announced in its 2018 General Rate Case that it was changing the duration of
27 its PLP from 7 years to 10 years to allow for fewer pole assessments each year.
28 Additionally, SCE disclosed in the 2018 General Rate Case that out of the 142,519 poles it

1 assessed in 2015, it only constructed repairs on 569 under the PLP. SCE claims “repairs
2 may be completed one or two years after the assessment, depending on whether the pole is
3 in a high fire or non-fire area.”³

4 **Foreseeable And Expected Santa Ana Winds and Red Flag Fire Warning**

5 41. At all times mentioned herein, Defendants were aware that the State of California
6 had been in a multi-year period of drought. Defendants were also aware that Ventura County and
7 western Los Angeles County frequently experience “Santa Ana” wind conditions, which are
8 highly conducive to the rapid spread of wildfires and extreme fire behavior. The Santa Ana winds
9 are not abnormal or unforeseeable, and everyone who lives and works in Southern California is
10 familiar with this type of extreme wind event.

11 42. On January 17, 2014, the Governor issued an Executive Order proclaiming a State
12 of Emergency throughout the State of California due to severe drought conditions which had
13 existed for four years. On November 13, 2015, the Governor issued Executive Order B-36-15,
14 which proclaimed “[t]hat conditions of extreme peril to the safety of persons and property
15 continue to exist in California due to water shortage, drought conditions and wildfires....”⁴
16 Although the Governor issued an Executive Order in April 2017 ending the Drought State of
17 Emergency in all counties except Fresno, Kings, Tulare and Tuolumne, the declaration directed
18 state agencies “to continue response activities that may be needed to manage the lingering drought
19 impacts to people and wildlife.”⁵

20 43. According to records maintained by Cal Fire, electrical equipment was tied as the
21 third leading cause of wildfires in California during 2014, the latest year such statistics have been
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25 ³ 2018 General Rate Case, SCE, Transmission & Distribution Volume 9, Poles. 9/1/16.

26 ⁴ Exec. Order B-36-15, Office of Gov. Edmund Brown, Jr. (Nov. 13, 2015).

27 ⁵ Exec. Order B-040-17 at 3, Office of Gov. Edmund Brown, Jr. (April 7, 2017).

1 published.⁶ Thus, SCE knew of the foreseeable danger of wildfire when its power lines came into
2 contact with vegetation.

3 44. In May 2016, the CPUC adopted Fire Map 1, which is a map that “depicts areas of
4 California where there is an elevated hazard for ignition and rapid spread of power line fires due
5 to strong winds, abundant dry vegetation, and other environmental conditions.”⁷ Ventura County
6 is designated on this map as an “Extreme” and “Very High” fire threat.

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

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

16 47. On November 6, 2018, the National Weather Service issued a “Red Flag Warning”
17 for Ventura County and Los Angeles Counties.

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

25 ⁶ Historical Wildfire Activity Statistics (Redbooks), Cal Fire, available at
http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks_2014

26 ⁷ See, PUC Fire Map Depicts Areas of Elevated Hazards In State: First Step in Creation of
27 Tools to Help Manage Resources, Cal Pub. Utils. Comm'n (May 26, 2016), available at
http://frap.fire.ca.gov/data/frapgismaps/pdfs/ftthreat_map.pdf
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1 customers are being notified today of possible power shut-offs in portions of these communities."
2 However, despite knowledge of the risk, SCE failed to shut off circuits, including its Big Rock
3 16kV circuit, on November 8, 2018 which resulted in the ignition of the Woolsey Fire.

4 49. On December 4, 2017, the Thomas Fire burned approximately 281,893 acres and
5 destroyed 1, 063 structures in Ventura and Santa Barbara Counties. SCE has admitted that its
6 electrical equipment was associated with at least one of the two points of origin of the Thomas
7 Fire. Thus, SCE knew of the catastrophic damage which could occur when its electrical equipment
8 sparked a wildfire in a high fire risk area during Santa Ana wind conditions. Despite this
9 knowledge, SCE failed to take adequate precautions to prevent its equipment from sparking the
10 Woolsey Fire.

11 **FIRST CAUSE OF ACTION**

12 **By All Plaintiffs For Negligence Against SCE Defendants and DOES 1-20**

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

15 51. Defendants SCE has a non-delegable, non-transferable duty to apply a level of care
16 commensurate with and proportionate to the danger of designing, constructing, operating and
17 maintaining electrical infrastructure, in addition to performing adequate vegetation clearance
18 around such facilities and to remediate overloaded utility poles.

19 52. Defendants have a non-transferable, non-delegable duty of vigilant oversight in the
20 construction, maintenance, use, operation, repair and inspection of their electrical infrastructure
21 that are appropriate to the geographical and weather conditions affecting such equipment.

22 53. Defendants have special knowledge and expertise far above that of a layperson
23 regarding their requirements to design, engineer, construct, use, operate, maintain and inspect
24 these electrical facilities, including tree trimming, removal of vegetation and remediating
25 overloaded utility poles such that their electrical equipment will not cause wildfires like the
26 Woolsey Fire.

27 54. Defendants have negligently breached those duties by, among other things:

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- 1 a) Failing to conduct reasonably prompt, proper and frequent inspections of their
2 overhead electric and communications facilities;
- 3 b) Failing to design, construct, monitor, operate and maintain their overhead
4 electric and communications facilities to withstand foreseeable Santa Ana wind
5 events and avoid igniting and/or spreading wildfires;
- 6 c) Failing to clear vegetation within a 10 foot radius around the perimeter of all
7 utility poles and towers which supports a switch, fuse, transformer, lighting
8 arrester, line junction, or dead end or corner pole as required by Public Resource
9 Code § 4292;
- 10 d) Failure to perform inspections of all overhead electric facilities as required by
11 PUC General Order 165;
- 12 e) Failing to de-energize overhead electric facilities during foreseeable and
13 expected Red Flag Warnings in fire-prone areas;
- 14 f) Failing to de-energize overhead electric facilities after the initial ignition of the
15 Woolsey Fire;
- 16 g) Failing to properly investigate, screen, train and supervise employees and
17 agents responsible for maintenance and inspection of the overhead electric and
18 communications facilities, including tree trimming and vegetation removal
19 around such facilities.

20 55. The Woolsey Fire was the direct, legal and proximate result of Defendants'
21 negligence. As a direct, proximate, and legal result of said negligence, Plaintiffs suffered damages
22 as alleged herein.

23 56. At all times mentioned herein, Defendants failed to properly inspect and maintain
24 electrical infrastructure and equipment which they knew, given the then existing Santa Ana wind
25 and Red Flag Warning conditions, posed a risk of harm to the Plaintiffs, and to their real and
26 personal property. Defendants were aware that if their electrical equipment came in contact with
27 vegetation a fire would likely result and spread rapidly. Defendants also knew that, given the then
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1 existing weather conditions, said fire was likely to pose a risk of catastrophic property damage,
2 economic loss, personal injury, and/or death to the general public, including Plaintiffs.

3 57. The property damage and economic losses caused by the Woolsey Fire is the result
4 of the ongoing custom and practice of SCE of consciously disregarding the safety of the public
5 and not following statutes, regulations, standards, and rules regarding the safe operation, use and
6 maintenance of their overhead electric facilities.

7 58. On information and belief, these Defendants failed to properly inspect and maintain
8 their electric facilities in order to cut costs, with the full knowledge that any incident was likely to
9 result in a wildfire that would burn and destroy real and personal property, displace homeowners
10 from their homes and disrupt businesses in the Fire Area.

11 59. The actions of Defendants did in fact result in damages to the Plaintiffs. Defendants
12 failed to operate their 16kV Big Rock circuit in a safe manner, and/or failed to properly trim
13 and/or remove vegetation around their overhead electric facilities as required by statute, and/or
14 failed to remediate overloaded utility poles which were at risk of collapse in Santa Ana winds.

15 60. The negligence of Defendants was a substantial factor in causing the Plaintiffs'
16 damages.

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

19 62. As a further direct and proximate result of Defendants' negligence, Plaintiffs
20 suffered damages including, but not limited to real property damage, loss of personal property,
21 economic loss, loss of quiet use and enjoyment of their property, and costs to evacuate and
22 relocate.

23 63. Defendants were and are in a special relationship to Plaintiffs. As a supplier of
24 electrical power to the Plaintiffs, SCE's operation of its electrical equipment was intended to and
25 did directly affect the Plaintiffs. SCE is the sole electric public utility which provides electric
26 power to the Plaintiffs in Ventura and Los Angeles County. As a result, it was foreseeable that a
27 massive wildfire would destroy personal and real property, force residents in the fire area to
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1 evacuate, and prevent customers of businesses located within the fire area from patronizing those
2 businesses.

3 64. The Plaintiffs suffered injuries which were clearly and certainly caused by the
4 Woolsey Fire, resulting in evacuations and relocations, and the cost to repair and replace their
5 damaged and/or destroyed real and personal property.

6 65. Public policy supports finding a duty of care in this circumstance due to
7 Defendants' violation of California *Civil Code* §§ 3479, 34890, Public Utilities Code § 2106 and
8 Health & Safety Code § 13007.

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

17 **SECOND CAUSE OF ACTION**

18 **By All Plaintiffs For Inverse Condemnation Against SCE Defendants and DOES 21-50**

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

21 68. On or about November 8, 2018, Plaintiffs were owners of real property located
22 within the County of Los Angeles and/or Ventura County.

23 69. Prior to November 8, 2018, Defendant SCE installed, constructed, owned,
24 operated, used, controlled, and/or maintained electrical infrastructure and facilities in Ventura
25 County.

26 70. On or about November 8, 2018, as a direct, necessary and legal result of SCE's
27 installation, construction, ownership, operation, use, control, and/or maintenance for a public use
28 of electric infrastructure, Defendants' electrical equipment ignited vegetation beneath their 16kV

1 transmission power lines on their Big Rock circuit, which caused the Woolsey Fire. The fire
2 damaged and/or destroyed Plaintiffs' personal and real property.

3 71. The damage to Plaintiffs' properties was proximately and substantially caused by
4 Defendants' actions in that the Defendants' installation, ownership, operation, use, and/or control
5 for a public use of electrical infrastructure and water delivery systems caused the damage and/or
6 destruction of the Plaintiffs' properties during the Woolsey Fire.

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

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

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

17 **THIRD CAUSE OF ACTION**

18 **By All Plaintiffs For Trespass Against SCE Defendants and DOES 1-20**

19 75. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
20 forth herein at length.

21 76. At all times relevant herein, Plaintiffs were the owners and lawful occupants of real
22 property damaged by the Woolsey Fire.

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

27 78. Plaintiffs did not grant permission for Defendants to cause the Woolsey Fire to
28 enter their properties.

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

80. As a further direct and proximate result of the conduct of Defendants, Plaintiffs have hired and retained counsel to recover compensation for loss and damage and are entitled to recover all attorney's fees, expert fees, consultant fees, and litigation costs and expenses, as allowed under California *Code of Civil Procedure* § 1029.1.

81. As a further direct and proximate result of the conduct of Defendants, Plaintiffs seek treble or double damages for wrongful injuries to timber, trees, or underwood on their properties, as allowed by *Civil Code* § 3346.

82. As a further direct and proximate result of the conduct of Defendants, Plaintiffs seek the reasonable cost of repair or restoration of their property to its original condition and/or loss of use damages, as allowed by *Civil Code* § 3334.

83. Defendants' conduct was willful and wanton, and with a conscious disregard for the disastrous consequences that Defendants knew would occur as a result of their dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, which is an appropriate predicate fact for an award of exemplary damages in an amount according to proof.

FOURTH CAUSE OF ACTION

By All Plaintiffs For Private Nuisance Against SCE Defendants and DOES 1-20

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

85. Plaintiffs own and/or occupy real property in the fire area. At all times relevant herein, Plaintiffs had a right to occupy, enjoy, and/or use their property without interference by Defendants.

86. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act resulted in a fire and foreseeable obstruction to the free use of Plaintiffs' property, invaded the right of Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of their property,

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

3 87. As a direct and proximate result of the conduct of Defendants, Plaintiffs seek the
4 reasonable cost of repair or restoration of their property to its original condition and/or loss-of-use
5 damages, as allowed under *Civil Code* § 3334.

6 88. Defendants' conduct was willful and wanton, and with a conscious disregard for
7 the safety of others. Accordingly, Defendants acted with malice towards Plaintiffs, which is an
8 appropriate predicate fact for an award of exemplary/punitive damages in an amount to be proven
9 at trial.

10 **FIFTH CAUSE OF ACTION**

11 **By All Plaintiffs For Public Nuisance Against SCE Defendants and DOES 1-20**

12 89. Defendants owed a non-transferable, non-delegable duty to the public, including
13 Plaintiffs, to conduct their business, in particular the maintenance and operation of electrical
14 infrastructure and facilities, and adjacent vegetation in proximity to their electrical equipment in
15 Ventura County, in a manner that did not cause harm to the public welfare.

16 90. Defendants, by acting and/or failing to act, as alleged herein above, created a
17 condition that was harmful to the health of the public, including Plaintiffs, and created a fire which
18 damaged and interfered with the quite use and enjoyment of their property. This interference is
19 both substantial and unreasonable.

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

22 92. The Woolsey Fire which was created by Defendants affected a substantial number
23 of people at the same time within the general public, including Plaintiffs, and constituted a public
24 nuisance under *Civil Code* §§ 3479 and 3480 and Public Resources Code §§ 4170 and 4171.

25 93. The damaging effects of Defendants' creation of a fire hazard and the resulting
26 Woolsey Fire are ongoing and affect the public at large.

27 94. As a direct and legal result of the Defendants' conduct, Plaintiffs have suffered
28 harm that is different from the type of harm suffered by the general public. Specifically, Plaintiffs

1 have lost the occupancy, possession, use, and/or enjoyment of their land, real, and/or personal
2 property, including, but not limited to a diminution of value of their real property; an impairment
3 of the ability to sell their property; property exposed to chemical retardant agents dropped from
4 airborne firefighting aircraft; and lingering smell of smoke, soot, ash and dust in the air.

5 95. As a further direct and legal result of the conduct of Defendants, Plaintiffs have
6 suffered, and will continue to suffer, discomfort, anxiety, fear, worry, annoyance, and/or stress
7 attendant to the interference with the occupancy, possession, use and/or enjoyment of their
8 property.

9 96. A reasonable, ordinary person would be annoyed or disturbed by the conditions
10 caused by Defendants, and the resulting Woolsey Fire.

11 97. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
12 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
13 utility associated with causing wildfires to destroy the property of the Plaintiffs.

14 98. The individual and/or collective conduct of Defendants SCE set forth above
15 resulting in the Woolsey Fire is not an isolated incident, but is ongoing and/or a repeated course of
16 conduct, and SCE's prior conduct and/or failures have resulted in the 2007 Malibu Canyon Fire,
17 the 2017 Thomas Fire and other wildfires and damage to the public.

18 99. The unreasonable conduct of Defendants is a direct and legal cause of the harm,
19 injury, and/or damage to the public, including Plaintiffs.

20 100. Defendants have failed to conduct reasonable and timely inspections of their
21 electrical infrastructure and facilities, trim and/or remove vegetation in close proximity to such
22 facilities, and/or remediate overloaded utility poles, and Defendants' failure to do so exposed
23 every member of the public to a foreseeable danger of personal injury, death, and/or a loss or
24 destruction of real and personal property.

25 101. Defendants' conduct set forth above constitutes a public nuisance within the
26 meaning of *Civil Code* §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and *Code of*
27 *Civil Procedure* § 731. Under *Civil Code* § 3493, Plaintiffs have standing to maintain an action
28 for public nuisance because the nuisance is especially injurious to Plaintiffs, because, as described

1 above, it is injurious and/or offensive to the senses of the Plaintiffs, unreasonably interferes with
2 their comfortable enjoyment of their properties, and/or unlawfully obstructs the free use, in the
3 customary manner, of their properties.

4 102. For these reasons, Plaintiffs seek a permanent injunction ordering Defendants to
5 stop continued violation of Public Resource Code §§ 4292 and 4293 and PUC General Order 95.
6 Plaintiffs also seek an order directing Defendants to abate the existing and continuing nuisance
7 described above.

8 **SIXTH CAUSE OF ACTION**

9 **By All Plaintiffs For Premises Liability Against SCE Defendants and DOES 1-20**

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

12 104. Defendants were the owners of an easement and/or real property in the area of the
13 origin of the Woolsey Fire, and/or were the owners of electrical infrastructure upon said easement
14 and/or right of way.

15 105. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in
16 failing to properly inspect, manage, maintain, and/or control the vegetation near their electrical
17 infrastructure along the real property and easement, allowing an unsafe condition presenting a
18 foreseeable risk of fire danger to exist in said area.

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

21 107. As a further direct and legal result of the wrongful acts and/or omissions of
22 Defendants, Plaintiffs seek the recovery of punitive and exemplary damages against Defendants as
23 set forth above.

24 **SEVENTH CAUSE OF ACTION**

25 **By All Plaintiffs For Violation of Public Utilities Code § 2106 Against**

26 **SCE Defendants and DOES 1-20**

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

1 109. As a public utility, Defendants are legally required to comply with the rules and
2 orders promulgated by the CPUC pursuant to Public Utilities Code § 702.

3 110. Public utilities whose failure to perform or inadequate performance of duties
4 required by the California Constitution, a law of the State, or a regulation or order of the CPUC,
5 leads to loss or injury, are liable for that loss or injury, pursuant to Public Utilities Code § 2106.

6 111. As public utilities, Defendants are required to provide and maintain service,
7 equipment and facilities in a manner adequate to maintain the safety, health, and convenience of
8 their customers and the public, pursuant to Public Utilities Code § 451.

9 112. Defendants are required to design, engineer, construct, operate, and maintain
10 electrical infrastructure in a manner consonant with their use, taking into consideration local
11 geographic and weather conditions and other circumstances, so as to provide safe and adequate
12 electric service, pursuant to CPUC General Order 95 and Order 165.

13 113. Defendants are required to maintain vegetation in compliance with California
14 Public Resources Code §§ 4293, 4294, 4435 and Health & Safety Code § 13001.

15 114. Through their conduct alleged herein, Defendants violated Public Utilities Code §§
16 702, 451 and/or CPUC General Order 95, thereby making them liable for losses, damages, and
17 injuries sustained by Plaintiffs pursuant to Public Utilities Code § 2106.

18 **EIGHT CAUSE OF ACTION**

19 **By All Plaintiffs For Violation Of Health & Safety Code § 13007 Against**

20 **SCE DEFENDANTS and DOES 1-20**

21 115. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
22 contained above as though fully set forth herein.

23 116. By engaging in the acts and/or omissions alleged in this Complaint, Defendants
24 willfully, negligently, and in violation of law, allowed fire to ignite or spread to the property of
25 another in violation of California Health & Safety Code § 13007.

26 117. As a legal result of Defendants' violation, Plaintiffs suffered recoverable damages
27 to property under California Health & Safety Code § 13008 and 13009.1.

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118. As a further legal result of the violation of § 13007 by Defendants, Plaintiffs are entitled to reasonable attorney's fees under California *Code of Civil Procedure* § 1021.9 for the prosecution of this cause of action.

119. Further, the conduct alleged against the Defendants herein was despicable and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount according to proof. Defendants' conduct was carried on with a willful and conscious disregard for the rights and safety of the Plaintiffs, constituting malice, for which Defendants must be punished by punitive and exemplary damages according to proof. An officer, director, or managing agent of SCE personally committed, authorized, and/or ratified the despicable conduct alleged herein.

PRAYER FOR RELIEF

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

1. Costs of repair and/or replacement of damaged, destroyed, and/or lost personal and/or real property;
2. Loss of use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal property, and/or alternate living expenses;
3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related business interruption losses;
4. Attorney's fees, expert fees, consultant fees, and litigation costs and expenses, as allowed under California *Code of Civil Procedure* § 1021.9;
5. Treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as allowed under California *Civil Code* § 3346;
6. Punitive and exemplary damages;
7. All costs of suit;
8. Prejudgment interest;
9. General damages for fear, worry, annoyance, disturbance, inconvenience, mental anguish, emotional distress, and loss of quiet enjoyment of property; and

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

Dated: November 15, 2018

ROBERTSON & ASSOCIATES, LLP

By: 
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Mark J. Uyeno

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Attorneys for Plaintiffs

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JURY TRIAL DEMANDED

Plaintiffs hereby demand a jury trial on all causes of action for which a jury is available under the law.

Dated: November 15, 2018

ROBERTSON & ASSOCIATES, LLP

By:


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