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24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
25 **COUNTY OF LOS ANGELES**

**FILED**  
Superior Court of California  
County of Los Angeles

**FEB 05 2019**

Sherri B. Carter, Executive Officer/Clerk of Court  
By Brigitte De La Rosa Deputy  
Brigitte De La Rosa

**19STCV03419**

26 LEO LAPLANTE AND ROSAMOND LEE )  
27 LAPLANTE, INDIVIDUALLY AND AS )  
28 PARENTS AND NATURAL GUARDIANS OF )  
JACQUELINE LAPLANTE AND JULIETTE )  
LAPLANTE (MINORS), PATRICE M. )  
WACHS, ALLAN STEPHEN WACHS, )  
GEORGE E. HAUPTMAN, MARGARET J. )  
HAUPTMAN, MIRELIA CORNEJO, )  
INDIVIDUALLY AND AS PARENT AND )  
NATURAL GUARDIAN OF JAIRO )  
IZQUIERDO AND OMAR IZQUIERDO )  
(MINORS), NIKOLAUS HEIDEGGER, )  
DEBRA MALMAZADA, JOSPEPH A. )  
SCHIRO, GABRIELLE T. MALMAZADA, )  
LEANN LEVY, JOHN WATKIN, STEFANIE )  
WATKIN, MICHELLE M. COREY; MICHAEL )  
DOWNING, KIMBERLY EILEEN LEDOUX, )  
JERRY CONLEY, SHEN ORION SCHULZ, )

CASE NO.

COMPLAINT FOR DAMAGES:

1. Negligence and Respondeat Superior
2. Negligence
3. Negligence Per Se
4. Inverse Condemnation
5. Trespass
6. Nuisance
7. Violation of Public Utilities Code §2106
8. Violation Of Health & Safety Code §§13007, 13008

**Demand for Jury Trial**

02/06/2019

1 PATRICK J. MASSETT, MARYBETH )  
2 MASSETT, ELOISE R. MASSETT, JANE M. )  
3 PUKLUS, RISA POTTERS, LEIGHTON R. )  
4 TAYLOR III, CLAUDIA JO TAYLOR, )  
5 CATHERINE OXENBERG, INDIA )  
6 OXENBERG, PATRICK D'IGNAZIO, CAROL )  
7 CASEY, TONY P. CASEY, TAMATHA )  
8 MALMOUX, LUDOVIC MALMOUX, )  
9 JEFFREY MURRELL, INGA MURRELL, )  
10 NICHOLAS HALE, TRICIA SMALL, )  
11 INDIVIDUALLY AND AS PARENT AND )  
12 NATURAL GUARDIAN OF ELLA GRACE )  
13 SMALL (MINOR), GERARD ALBO, CARRIE )  
14 ANN CARSON, INDIVIDUALLY AND AS )  
15 PARENT AND NATURAL GUARDIAN OF )  
16 SAMANTHA SKURO (MINOR), BJORN )  
17 CARSON, JERRY L. PARK, DOMINICK )  
18 GUILLEMOT, JUDITH GUILLEMOT, )  
19 RICHARD C. WILKINSON, ROBERT KEVIN )  
20 RYAN, JERRY SHEVICK AND SUSAN )  
21 BOOKER, INDIVIDUALLY AND AS )  
22 PARENTS AND NATURAL GUARDIANS OF )  
23 IVY SHEVICK AND TRUMAN SHEVICK )  
24 (MINORS), SÉBASTIEN IZAMBARD, )  
25 INDIVID-UALLY AND AS PARENT AND )  
26 NATURAL GUARDIAN OF ROSE )  
27 IZAMBARD, LUCA IZAMBARD AND JUDE )  
28 IZAMBARD (MINORS), EMILY SCHER, )  
RICHARD L. JACOBSON, MICAH S. DAILY, )  
ADRIANA GONZALEZ, VICTOR QUINTERO )  
CARILLO, BRENDON O'NEAL, KIMBERLY )  
WYMAN, ANNI J. SITZER, ETHAN JAMES )  
WHITE AND NICOLE WHITE, )  
INDIVIDUALLY AND AS PARENTS AND )  
NATURAL GUARDIANS OF SKYE WHITE )  
AND DAX WHITE (MINORS), TAMMI )  
O'GRADY, INDIVIDUALLY AND AS )  
PARENT AND NATURAL GUARDIAN OF )  
SHANNON O'GRADY AND ADDISON )  
O'GRADY (MINORS), MICHAEL B. )  
CARRICK, LOIS M. CARRICK, GREG )  
DANLEY, LINDA DANLEY, KIM )  
CUNNINGHAM, MICHAEL J. )  
CUNNINGHAM, LAURENT RICHARD )  
WOLMAN, GIGI A. JEFFERS, JONATHAN R. )  
PALMER, DANIEL HAHN AND YVONNE )

02/06/2019

1 BUSCH, INDIVIDUALLY AND AS PARENTS )  
2 AND NATURAL GUARDIANS OF )  
3 THEODOR ZUMA HAHN (MINOR), NEAL )  
4 EIGLER AND, JAYE EIGLER, AS TRUSTEES )  
5 OF NJ EIGLER TRUST, EAMON J. O'HARA )  
6 AND CHRISTINA L. O'HARA, )  
7 INDIVIDUALLY AND AS PARENTS AND )  
8 NATURAL GUARDIANS OF AVERY S. )  
9 O'HARA, STUART SMITH AND NORIKO )  
10 SMITH, INDIVIDUALLY AND AS PARENTS )  
11 AND NATURAL GUARDIANS OF KONOKA )  
12 SMITH (MINOR), BRETT SMITH AND )  
13 OLIVIA SMITH, INDIVIDUALLY AND AS )  
14 PARENTS AND NATURAL GUARDIANS OF )  
15 GREYSON SMITH (MINOR), DAVID )  
16 STANSFIELD, DENISE STANSFIELD, )  
17 ROBIN RUDISILL, PETER RUDISILL, )  
18 PETRA RUDISILL, RICHARD GIBBS, LINDA )  
19 GIBBS, AND RICHARD GIBBS AS )  
20 PRESIDENT OF WOODSHED RECORDINGS, )  
21 PHILIPPE LEFEVRE, MICHELLE LEFEVRE, )  
22 DAMON BIVENS, TERRY JAMES HALE, )  
23 AND LISA JOHNSON HALE, )

24 Plaintiffs,

25 v.

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

29 Defendants. )

30 Plaintiffs Leo LaPlante and Rosamond Lee LaPlante, individually and as parents and  
31 natural guardians of Jacqueline LaPlante And Juliette LaPlante (minors), Patrice M. Wachs,  
32 Allan Stephen Wachs, George E. Hauptman, Margaret J. Hauptman, Mirelia Cornejo,  
33 individually and as parent and natural guardian of Jairo Izquierdo and Omar Izquierdo  
34 (minors), Nikolaus Heidegger, Debra Malmazada, Joseph A. Schiro, Gabrielle T. Malmazada,  
35 Leann Levy, John Watkin, Stefanie Watkin, Michelle M. Corey, Michael Downing, Kimberly  
36 Eileen Ledoux, Jerry Conley, Shen Orion Schulz, Patrick J. Massett, Marybeth Massett, Eloise  
37  
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02/05/2019

1 R. Massett, Jane M. Puklus, Risa Potters, Leighton R. Taylor, III, Claudia Jo Taylor, Catherine  
2 Oxenberg, India Oxenberg, Patrick D’Ignazio, Carol Casey, Tony P. Casey, Tamatha  
3 Malmoux, Ludovic Malmoux, Jeffrey Murrell, Inga Murrell, Nicholas Hale, Tricia Small,  
4 individually and as parent and natural guardian of Ella Grace Small (Minor), Gerard Albo,  
5 Carrie Ann Carson, individually and as parent and natural guardian of Samantha Skuro  
6 (Minor), Bjorn Carson, Jerry L. Park, Dominick Guillemot, Judith Guillemot, Richard C.  
7 Wilkinson, Robert Kevin Ryan, Jerry Shevick and Susan Booker, individually and as parents  
8 and natural guardians of Ivy Shevick and Truman Shevick (minors), Sébastien Izambard,  
9 individually and as parent and guardian of Rose Izambard, Luca Izambard and Jude Izambard  
10 (minors), Emily Scher, Richard L. Jacobson, Micah S. Daily, Adriana Gonzalez, Victor  
11 Quintero Carrillo, Brendon O’Neal, Kimberly Wyman, Anni J. Sitzer, Ethan James White and  
12 Nicole White, individually and as parents and natural guardians of Skye White and Dax White  
13 (minors), Tammi O’Grady, individually and as parent and natural guardian of Shannon  
14 O’Grady and Addison O’Grady (minors), Michael B. Carrick, Lois M. Carrick, Greg Danley,  
15 Linda Danley, Kim Cunningham, Michael J. Cunningham, Laurent Richard Wolman, Gigi A.  
16 Jeffers, Jonathan R. Palmer, Daniel Hahn and Yvonne Busch, individually and as parents and  
17 natural guardians of Theodor Zuma Hahn (minor), Neal Eigler and Jaye Eigler, as trustees of  
18 NJ Eigler Trust, Eamon J. O’Hara and Christina L. O’Hara, individually and as parents and  
19 natural guardians of Avery S. O’Hara, Stuart Smith and Noriko Smith, individually and as  
20 parents and natural guardians of Konoka Smith (minor), Brett Smith and Olivia Smith,  
21 individually and as parents and natural guardians of Greyson Smith (minor), David Stansfield,  
22 Denise Stansfield, Robin Rudisill, Peter Rudisill, Petra Rudisill, Richard Gibbs, Linda Gibbs,  
23 Richard Gibbs as President of Woodshed Recordings, Philippe Lefevre, Michelle Lefevre,  
24 Damon Bivens, Terry James Hale, and Lisa Johnson Hale file suit against Defendants  
25 SOUTHERN CALIFORNIA EDISON (“SCE”), EDISON INTERNATIONAL (“EI”), THE  
26 BOEING COMPANY (“BOEING”), and other presently unknown entities and individuals,  
27 referred to as DOES 1-100, (collectively, “Defendants”). Plaintiffs, upon information and  
28 belief, allege as follows:

02/06/2019

1 **I. INTRODUCTION BACKGROUND AND GENERAL ALLEGATIONS**

2 1. This case arises from the Woolsey Fire which began on November 8, 2018 and burned  
3 through almost 100,000 acres of land in Los Angeles County and Ventura County, destroyed  
4 over 1,500 structures, forced about 250,000 people to evacuate their homes, killed three  
5 civilians, and injured three firefighters.

6 2. Negligently started and wholly preventable, the Woolsey Fire was spread by the  
7 infamous Santa Ana winds. Defendants consciously ignored these annual winds and the fire  
8 conditions that existed on and before November 8, 2018 in Southern California.

9 3. According to Cal Fire, the Woolsey Fire started in the early afternoon at the Santa  
10 Susana Field Laboratory site (“SSFL”) in Simi Valley. This property is owned by Defendant  
11 The Boeing Company (“BOEING”). By the time a mandatory evacuation was ordered, the  
12 Woolsey Fire was already cresting over the canyons of Malibu heading toward the Pacific  
13 Ocean. Cars idled for hours on Pacific Coast Highway, the occupants trapped between their  
14 burning homes and their evacuation destinations. The flames burned over the hillside while  
15 people contemplated abandoning their cars to run for their lives if the traffic remained at a  
16 standstill. Over the following days, the Woolsey Fire spread rapidly and charred approximately  
17 151 square miles, caused evacuations of hundreds of thousands of residents and caused  
18 widespread power outages, and forced closures of businesses, schools, and roads.

19 4. The Woolsey Fire was caused by Defendant SCE’s negligence and other misconduct  
20 which will be more fully described below, and, among other things, in (a) failing to maintain its  
21 overhead electrical facilities in a safe manner; (b) failing to perform vegetation management in  
22 accordance with applicable regulations and (c) failing to timely and proactively shut down the  
23 Big Rock 16kV circuit to prevent a catastrophic wildfire during the forecasted Red Flag  
24 weather conditions that preceded the Woolsey Fire.

25 5. The Woolsey Fire was also caused by BOEING’s negligence and other misconduct  
26 which will be more fully described below. BOEING (a) failed to perform vegetation  
27 management in a reasonable manner; (b) failed to have an adequate fire prevention program or  
28 have adequately trained fire suppression personnel in place to prevent the types of fires that

1 were reasonably anticipated in the dry conditions in California with the known Santa Anna  
2 winds; (c) failed to maintain the property in a safe condition; and (d) failed to warn neighboring  
3 property owners of the dangers inherent in the conditions of their property.

4 6. Plaintiffs allege on information and belief that on November 8, 2018, the Woolsey  
5 Fire was proximately caused, inter alia, by SCE, EI, and DOES 1 through 25's operation of  
6 overhead power conductors, and that BOEING and DOES 26 through 50's operation of SSFL  
7 and negligent provision of fire-fighting services and vegetation management failed to contain  
8 the fire.

9 7. The destructive Woolsey Fire began on BOEING's SSFL property. Cal Fire identified  
10 the fire as having a probable starting location at approximately F Street and Alfa Rd./Test Area  
11 Road at SSFL.

12 8. An early picture of the fire shows it starting in the area described by Cal Fire:

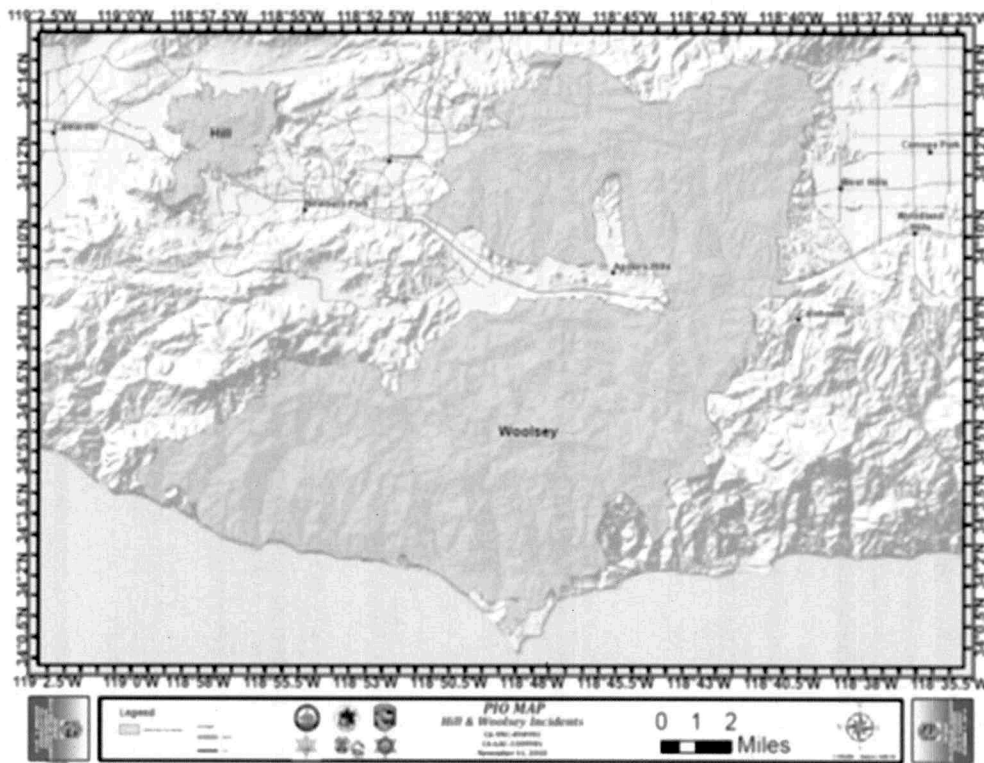


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4:37 PM - 8 Nov 2018 from Bell Canyon

1 9. On November 8, 2018, at shortly after 8:00 p.m., Paul C. Pimentel, Senior Manager  
2 with Defendant SCE, reported to the California Public Utilities Commission (“CPUC”) that the  
3 incident location was “Near E Street/Alfa Road Unincorporated area of Ventura County,  
4 Ventura County

5 10. SCE’s Chatsworth Substation is located about 1,000 yards northwest of the location  
6 where the fire appears to have started and is located “on SCE property within the larger Boeing  
7 Rocketdyne Santa Susana complex.”

8 11. The Woolsey fire spread quickly toward Malibu. By November 11, 2018, Cal Fire  
9 reported the immense fire boundary:



23 12. CPUC General Order 95 regulates overhead electrical lines, and California Health &  
24 Safety Code § 13001 pertains to the placement, through negligent or careless action, of  
25 anything that may cause a fire, in any place where it may directly or indirectly start a fire, or  
26 the use or operation of any device which may cause a fire. SCE and EI violated these  
27 provisions in their installment, operation, and maintenance of equipment at the source of the  
28 Woolsey Fire. BOEING, and DOES 26 through 50, and each of them, knew, or should have  
known, these violations existed on the property for years prior to November 8, 2018.

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1 13. Conduits, cables, and wires carrying electricity and electrical infrastructure are  
2 dangerous instruments. The transmission and distribution of electricity through power lines  
3 constitutes a hazardous and dangerous activity requiring the exercise of increased care  
4 commensurate with, and proportionate to, the increased danger so as to make the transport of  
5 electricity through wires safe under all circumstances and exigencies.

6 **II. JURISDICTION AND VENUE**

7 14. This Court has jurisdiction over this matter pursuant to Code of Civil Procedure §§  
8 395.5; 395(a); and 410.10.

9 15. Defendant SOUTHERN CALIFORNIA EDISON (“SCE”) is incorporated in  
10 California and has its principal place of business in Rosemead, Los Angeles County, California.  
11 SCE provides electrical services to members of the public in California, including Ventura and  
12 Los Angeles Counties. SCE is a utility company pursuant to California Public Utilities Code §§  
13 218(a) and 216(1). At all times mentioned, SCE provided electrical services to millions of  
14 customers in Southern California, including to residents of Ventura and Los Angeles Counties,  
15 through its electrical transmission and distribution systems.

16 16. Defendant EDISON INTERNATIONAL (“EI”) is an energy-based holding company  
17 headquartered in Rosemead, Los Angeles County, California, and it is the parent company of  
18 Defendant SCE. EI subsidiaries provide customers with public utility services and services  
19 relating to the generation of energy, generation of electricity, transmission of electricity and  
20 natural gas, and the distribution of energy.

21 19. Defendant THE BOEING COMPANY (“BOEING”) is a Delaware corporation doing  
22 business and registered to do business in the State of California. BOEING owns, operates,  
23 manages, controls, maintains, and is responsible for the Santa Susana Field Laboratory property  
24 (“SSFL”) consisting of more than 2,800 acres, located in Ventura County, California. Debris,  
25 smoke, and ash traveled from SSFL throughout Los Angeles County as a result of the Woolsey  
26 Fire.  
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1       **III. PARTIES**

2       **A. Plaintiffs**

3       21. Plaintiffs are property owners, renters, business owners, individuals, and other legal  
4 entities who suffered varying types of injuries, damages, losses, and harm as a result of the  
5 Woolsey Fire.

6       22. Plaintiffs' damages include but are not limited to: (a) complete loss of home and/or  
7 personal property; (b) damage to home and/or personal property; (c) complete loss of business  
8 property and/or equipment; (d) damage to business property and/or equipment; (e) insurance  
9 coverage short falls due to coverage limits, uncovered items (fine art, collectibles, landscaping)  
10 and high deductibles; (f) mandatory evacuation from home/dwelling and related expenses; (g)  
11 loss of business income due to evacuation and/or customer displacement; (h) delay damages  
12 and expenses due to permitting and unreimbursed/inadequately covered rebuilding costs  
13 including loss of use, alternative housing, code compliance, and required upgrades; (i) personal  
14 injury damages; (j) loss of pets and livestock; (k) medical expenses; (l) physical injuries; and  
15 (m) other damages as may be proved at trial to include punitive damages if willful and/or  
16 conscious disregard for victims' property, health, and safety can be shown.  
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19       23. At all relevant times herein, Plaintiffs Leo LaPlante and Rosamond Lee LaPlante,  
20 individually and as parents and natural guardians of Jacqueline LaPlante and Juliette LaPlante  
21 were owners and/or occupants of real property and owners of personal property damaged by the  
22 Woolsey Fire.  
23

24       24. At all relevant times herein, Plaintiffs Patrice M. Wachs and Allan Stephen Wachs were  
25 owners and/or occupants of real property and owners of personal property damaged by the  
26 Woolsey Fire.  
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1 25. At all relevant times herein, Plaintiffs George E. Hauptman and Margaret J. Hauptman  
2 were owners and/or occupants of real property and owners of personal property damaged by the  
3 Woolsey Fire.

4 26. At all relevant times herein, Plaintiff Maria Cornejo individually and as parent and legal  
5 guardian of Jairo Izquierdo and Omar Izquierdo was an owner and/or occupant of real property  
6 and owner of personal property damaged by the Woolsey Fire.

7 27. At all relevant times herein, Plaintiff Nikolaus Heidegger was an owner and/or occupant  
8 of real property and owner of personal property damaged by the Woolsey Fire.

9 28. At all relevant times herein, Plaintiffs Debra Malmazada, Joseph A. Schiro, and  
10 Gabrielle T. Malmazada were owners and/or occupants of real property and owners of personal  
11 property damaged by the Woolsey Fire.  
12

13 29. At all relevant times herein, Plaintiff Leann Levy was an owner and/or occupant of real  
14 property and owner of personal property damaged by the Woolsey Fire.  
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16 30. At all relevant times herein, Plaintiffs John Watkin and Stefanie Watkin were owners  
17 and/or occupants of real property and owners of personal property damaged by the Woolsey  
18 Fire.  
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20 31. At all relevant times herein, Plaintiff Michelle M. Corey was an owner and/or occupant  
21 of real property and owner of personal property damaged by the Woolsey Fire.  
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23 32. At all relevant times herein, Plaintiff Michael Downing was an owner and/or occupant  
24 of real property and owner of personal property damaged by the Woolsey Fire.

25 33. At all relevant times herein, Plaintiff Kimberly Eileen Ledoux was an owner and/or  
26 occupant of real property and owner of personal property damaged by the Woolsey Fire.  
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1 34. At all relevant times herein, Plaintiff Shen Orion Schulz was an owner and/or occupant  
2 of real property and owner of personal property damaged by the Woolsey Fire.

3 35. At all relevant times herein, Plaintiffs Patrick J. Massett, Marybeth Massett, and Eloise  
4 R. Massett were owners and/or occupants of real property and owners of personal property  
5 damaged by the Woolsey Fire.  
6

7 36. At all relevant times herein, Plaintiff Jane M. Puklus was an owner and/or occupant of  
8 real property and owner of personal property damaged by the Woolsey Fire.

9 37. At all relevant times herein, Plaintiff Risa Potters was an owner and/or occupant of real  
10 property and owner of personal property damaged by the Woolsey Fire.  
11

12 38. At all relevant times herein, Plaintiffs Leighton R. Taylor III and Claudia Jo Taylor  
13 were owners and/or occupants of real property and owners of personal property damaged by the  
14 Woolsey Fire.

15 39. At all relevant times herein, Plaintiffs Catherine Oxenberg, India Oxenberg, and Patrick  
16 D'Ignazio were owners and/or occupants of real property and owners of personal property  
17 damaged by the Woolsey Fire.  
18

19 40. At all relevant times herein, Plaintiffs Carol Casey and Tony P. Casey were owners  
20 and/or occupants of real property and owners of personal property damaged by the Woolsey  
21 Fire.  
22

23 41. At all relevant times herein, Plaintiffs Tamatha Malmoux and Ludovic Malmoux were  
24 owners and/or occupants of real property and owners of personal property damaged by the  
25 Woolsey Fire.  
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1 42. At all relevant times herein, Plaintiffs Jeffrey Murrell and Inga Murrell were owners  
2 and/or occupants of real property and owners of personal property damaged by the Woolsey  
3 Fire.

4 43. At all relevant times herein, Plaintiff Nicholas Hale was an owner and/or occupant of  
5 real property and owner of personal property damaged by the Woolsey Fire.

6 44. At all relevant times herein, Plaintiff Tricia Small, individually and as parent and legal  
7 guardian of Ella Grace Small, was an owner and/or occupant of real property and owner of  
8 personal property damaged by the Woolsey Fire.

9 45. At all relevant times herein, Plaintiffs Gerard Albo and Carrie Ann Carson, individually  
10 and as parents and natural guardians of Samantha Skuro and Bjorn Carson, were owners and/or  
11 occupants of real property and owners of personal property damaged by the Woolsey Fire.  
12

13 46. At all relevant times herein, Plaintiff Jerry L. Park was an owner and/or occupant of real  
14 property and owner of personal property damaged by the Woolsey Fire.  
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16 47. At all relevant times herein, Plaintiffs Dominick Guillemot and Judith Guillemot were  
17 owners and/or occupants of real property and owners of personal property damaged by the  
18 Woolsey Fire.  
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20 48. At all relevant times herein, Plaintiff Richard C. Wilkinson was an owner and/or  
21 occupant of real property and owner of personal property damaged by the Woolsey Fire.  
22

23 49. At all relevant times herein, Plaintiff Robert Kevin Ryan was an owner and/or occupant  
24 of real property and owner of personal property damaged by the Woolsey Fire.

25 50. At all relevant times herein, Plaintiffs Jerry Shevick and Susan Booker, individually and  
26 as parents and natural guardians of Ivy Shevick and Truman Shevick, were owners and/or  
27 occupants of real property and owners of personal property damaged by the Woolsey Fire.  
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1 51. At all relevant times herein, Plaintiff Sébastien Izambard, individually and as parent and  
2 natural guardian of Rose Izambard, Jude Izambard, and Luca Izambard, was an owner and/or  
3 occupant of real property and owner of personal property damaged by the Woolsey Fire.

4 52. At all relevant times herein, Plaintiff Emily Scher was an owner and/or occupant of real  
5 property and owner of personal property damaged by the Woolsey Fire.  
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7 53. At all relevant times herein, Plaintiff Richard L. Jacobson was an owner and/or  
8 occupant of real property and owner of personal property damaged by the Woolsey Fire.

9 54. At all relevant times herein, Plaintiff Micah S. Daily was an owner and/or occupant of  
10 real property and owner of personal property damaged by the Woolsey Fire.  
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12 55. At all relevant times herein, Plaintiffs Adrianna Gonzalez and Victor Quintero Carrillo  
13 were owners and/or occupants of real property and owners of personal property damaged by the  
14 Woolsey Fire.

15 56. At all relevant times herein, Plaintiff Brendon O'Neal was an owner and/or occupant of  
16 real property and owner of personal property damaged by the Woolsey Fire.  
17

18 57. At all relevant times herein, Plaintiff Kimberly Wyman was an owner and/or occupant  
19 of real property and owner of personal property damaged by the Woolsey Fire.

20 58. At all relevant times herein, Plaintiff Anni J. Sitzer was an owner and/or occupant of  
21 real property and owner of personal property damaged by the Woolsey Fire.  
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23 59. At all relevant times herein, Plaintiffs Ethan James White and Nicole White,  
24 individually and as parents and natural guardians of Skye White and Dax White, were owners  
25 and/or occupants of real property and owners of personal property damaged by the Woolsey  
26 Fire.  
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1 60. At all relevant times herein, Plaintiff Tammi O'Grady, individually and as parent and  
2 natural guardian of Shannon O'Grady and Addison O'Grady, was an owner and/or occupant of  
3 real property and owner of personal property damaged by the Woolsey Fire.

4 61. At all relevant times herein, Plaintiffs Michael B. Carrick and Lois M. Carrick were  
5 owners and/or occupants of real property and owners of personal property damaged by the  
6 Woolsey Fire.  
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8 62. At all relevant times herein, Plaintiffs Greg Danley and Linda Danley were owners  
9 and/or occupants of real property and owners of personal property damaged by the Woolsey  
10 Fire.  
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12 63. At all relevant times herein, Plaintiffs Kim Cunningham and Michael J. Cunningham  
13 were owners and/or occupants of real property and owners of personal property damaged by the  
14 Woolsey Fire.

15 64. At all relevant times herein, Plaintiff Laurent Richard Wolman was an owner and/or  
16 occupant of real property and owner of personal property damaged by the Woolsey Fire.  
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18 65. At all relevant times herein, Plaintiff Gigi A. Jeffers was an owner and/or occupant of  
19 real property and owner of personal property damaged by the Woolsey Fire.

20 66. At all relevant times herein, Plaintiff Jonathan R. Palmer was an owner and/or occupant  
21 of real property and owner of personal property damaged by the Woolsey Fire.  
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23 67. At all relevant times herein, Plaintiffs Daniel Hahn and Yvonne Bush, individually and  
24 as parents and natural guardians of Theodor Zuma Hahn, were owners and/or occupants of real  
25 property and owners of personal property damaged by the Woolsey Fire.  
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1 68. At all relevant times herein, Plaintiffs Neal Eigler and Jaye Eigler, as trustees of NJ  
2 Eigler Trust, were owners and/or occupants of real property and owners of personal property  
3 damaged by the Woolsey Fire.

4 69. At all relevant times herein, Plaintiffs Eamon J. O'Hara and Christina L. O'Hara,  
5 individually and as parents and natural guardians of Avery S. O'Hara, were owners and/or  
6 occupants of real property and owners of personal property damaged by the Woolsey Fire.  
7

8 70. At all relevant times herein, Plaintiffs Brett Smith and Olivia Smith, individually and as  
9 parents and natural guardians of Greyson Smith, were owners and/or occupants of real property  
10 and owners of personal property damaged by the Woolsey Fire.

11 71. At all relevant times herein, Plaintiffs Noriko Smith and Stuart Smith, individually and  
12 as parents and natural guardians of Konoko Smith, were owners and/or occupants of real  
13 property and owners of personal property damaged by the Woolsey Fire.  
14

15 72. At all relevant times herein, Plaintiffs David Stansfield and Denise Stansfield were  
16 owners and/or occupants of real property and owners of personal property damaged by the  
17 Woolsey Fire.  
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19 73. At all relevant times herein, Plaintiffs Robin Rudisill, Peter Rudisill, and Petra  
20 Rudisill were owners and/or occupants of real property and owners of personal property  
21 damaged by the Woolsey Fire.  
22

23 74. At all relevant times herein, Plaintiffs Richard Gibbs and Linda Gibbs were owners  
24 and/or occupants of real property and owners of personal property damaged by the Woolsey  
25 Fire.  
26  
27  
28

1 75. At all relevant times herein, Plaintiff Richard Gibbs, as President of Woodshed  
2 Recordings, was an owner and/or occupant of real property and owner of personal property  
3 damaged by the Woolsey Fire.

4 76. At all relevant times herein, Plaintiffs Philippe Lefevre and Michelle Lefevre were  
5 owners and/or occupants of real property and owners of personal property damaged by the  
6 Woolsey Fire.

7  
8 77. At all relevant times herein, Plaintiff Damon Bivens was an owner and/or occupant of  
9 real property and owner of personal property damaged by the Woolsey Fire.

10 78. At all relevant times herein, Plaintiffs Terry James Hale and Lisa Johnson Hale were  
11 owners and/or occupants of real property and owners of personal property damaged by the  
12 Woolsey Fire.  
13

14 **B. Defendants**

15 79. SCE is one of the nation's largest electric utilities serving a 50,000 square mile area  
16 including Southern California, and serving 15 million residents, including Plaintiffs herein. As  
17 part of supplying electricity to members of the public, SCE and EI installed, constructed, built,  
18 maintained, and operated overhead power lines, together with supporting utility poles and  
19 transformers, for the purpose of conducting electricity for delivery to members of the general  
20 public. Furthermore, on information and belief, SCE is responsible for maintaining vegetation  
21 near, around, and in proximity to its electrical equipment in compliance with State and Federal  
22 regulations, specifically including, but not limited to, Public Resource Code § 4292, Public  
23 Resource Code § 4293, CPUC General Order 95, and CPUC General Order 165.  
24  
25

26 80. SCE is a privately-owned public utility, which enjoys a state-protected monopoly or  
27 quasi-monopoly, derived from its exclusive franchise provided by the State of California and is  
28



1 virtually identical to a governmental entity. SCE's monopoly is guaranteed and safeguarded by  
2 the CPUC, which possesses the power to refuse to issue Certificates of Public Convenience and  
3 Necessity that permit potential competition to enter the market. The policy justifications  
4 underlying inverse condemnation liability are that individual property owners should not have  
5 to contribute disproportionately to the risks from public improvements made to benefit the  
6 community as a whole. Under the rules and regulations set forth by the CPUC, amounts that  
7 SCE must pay in inverse condemnation can be included in SCE's rates and spread among the  
8 entire group of rate payers so long as SCE is otherwise acting as a reasonable and prudent  
9 manager of its electric distribution systems.  
10

11 81. EI is a publicly traded company that owns and/or manages an "Electric Plant" as  
12 defined in Section 217 of the Public Utilities Code, and, like its subsidiary SCE, is both an  
13 "Electric Corporation" and a "Public Utility" pursuant to, respectively, Sections 218(a) and  
14 216(a) of the Public Utilities Code. It develops and operates energy infrastructure assets related  
15 to the production and distribution of energy such as power plants, electric lines, natural gas  
16 pipelines and liquefied natural gas receipt terminals. EI's assets total in excess of \$50 billion.  
17

18 82. SCE, EI, and DOES 1 through 25, and each of them, are jointly and severally liable  
19 for each other's wrongful acts and/or omissions as hereafter alleged, in that, each of said  
20 Defendants, upon information and belief, among other things:  
21

22 a. operates as a single business enterprise operating out of the same building  
23 located at 2244 Walnut Grove Ave., Rosemead, CA for the purpose of effectuating and  
24 carrying out SCE's business operations and/or for the benefit of EI;

25 b. does not operate as completely separate entity, but rather, integrate resources to  
26 achieve a common business purpose;  
27  
28

1 c. is so organized and controlled that its decisions, affairs and business are so  
2 conducted as to make each a mere instrumentality, agent, conduit, or adjunct of the other.;

3 d. SCE's income results from function integration, centralization of management,  
4 and economies of scale with EI and DOES 1 through 25, and each of them;

5 e. SCE's and EI's officers and management are intertwined and do not act  
6 completely independent of one another;

7 f. SCE's and EI's officers and managers act in the interest of SCE as a single  
8 enterprise;

9 g. EI has control and authority to choose and appoint SCE's board members as  
10 well as its other top officers and managers;

11 h. despite the fact that they are both Electric Companies and Public Utilities, SCE  
12 and EI do not compete with one another, but have been structured and organized and  
13 effectuate their business so as to create a synergistic, integrated, single enterprise where  
14 various components operate in concert with one another;

15 i. EI maintains unified administrative control over SCE;

16 j. SCE and EI are insured by the same carriers and provide uniform or similar  
17 pension, health, life, and disability insurance plans for employees;

18 k. SCE and EI have unified 401(k) Plans, pension and investment plans, bonus  
19 programs, vacation policies, and paid time off from work schedules and policies;

20 l. SCE and EI invest funds from their programs and plans by a consolidated and/or  
21 coordinated Benefits Committee controlled by SCE and administered by common trustees  
22 and administrators;

23 m. SCE and EI have unified personnel policies and practices and/or a consolidated  
24 personnel organization or structure;

25 n. SCE and EI have unified accounting policies and practices dictated by Edison  
26 International and/or common or integrated accounting organizations or personnel;

27 o. SCE and EI are represented by common legal counsel;  
28

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1 p. EI's officers, directors, and other management make policies and decisions to be  
2 effectuated by SCE and/or otherwise play roles in providing directions and making  
3 decisions for SCE;

4 q. EI's officers, directors, and other management direct certain financial decisions  
5 for SCE, including the amount and nature of capital outlays;

6 r. EI's written guidelines, policies, and procedures control SCE's employees,  
7 policies, and practices;

8 s. EI files consolidated earnings statements factoring in all revenue and losses  
9 from SCE, as well as consolidated tax returns, including those seeking tax relief, and/or  
10 without limitation;

11 t. EI generally directs and controls SCE's relationship with, requests to, and  
12 responses to inquiries from the CPUC and uses such direction and control for the benefits  
13 of EI;

14 u. Plaintiffs are informed and believe that SCE, EI, and DOES 1 through 25  
15 (hereafter the "SCE Defendants"), and each of them, were the agents, servants, and/or  
16 employees of each of the other and in acting and/or failing to act as alleged herein were  
17 acting in the course and scope of said agency and/or employment relationship.

18 83. Defendant BOEING is a Delaware corporation registered to and doing business in the  
19 State of California. BOEING owns, operates, manages, controls, maintains, and is responsible  
20 for the SSFL site located in Ventura County where the Woolsey Fire originated. BOEING was  
21 formerly known as "Boeing North America, Inc." and acquired the property under that name  
22 which has been subsumed into BOEING.

23  
24 84. Plaintiffs are informed and believe that BOEING and DOES 26 through 50 (hereafter  
25 the "BOEING Defendants"), and each of them, were the agents, servants and/or employees of  
26 each of the other and in acting and/or failing to act as alleged herein were acting in the course  
27 and scope of said agency and/or employment relationship.  
28

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1 85. The true names and capacities, whether individual, corporate, associate, or otherwise,  
2 of Defendants designated herein as DOES 1-100, inclusive, are presently unknown to Plaintiff,  
3 who, therefore, sues said Defendants by such fictitious names pursuant to the provisions of  
4 CCP § 474.

5 86. Plaintiffs are informed and believe, and thereupon allege, that each of the Defendants  
6 designated herein as a "DOE" is legally responsible for the events and happenings hereinafter  
7 referred to, and proximately caused or contributed to the injuries and damages as hereinafter  
8 described. Plaintiffs will seek leave of the Court to amend this Complaint, in order to show the  
9 true and names and capacities of such parties, when each has been ascertained.  
10

11 **IV. FACTUAL BACKGROUND**

12 87. The days leading up to the Woolsey Fire were extremely dry and windy, prompting  
13 the National Weather Service to put out a Red Flag Warning for high fire risk conditions  
14 throughout the area where the Woolsey Fire took place.  
15

16 88. Despite obvious and predictable signs and warnings of extreme fire conditions, the  
17 SCE Defendants and the BOEING Defendants failed to act to control their property and protect  
18 adjoining and other property.  
19

20 89. The Woolsey Fire burned through the Santa Monica Mountains, Los Angeles and  
21 Ventura Counties destroying homes in its wake, including those owned and occupied by  
22 Plaintiffs. The Woolsey Fire burned through the site of a nuclear disaster at BOEING's SSFL  
23 site and Rocketdyne rocket debris areas, putting Southern Californians at additional risk of  
24 damages and complicated, long lasting health issues.  
25  
26  
27  
28

1 90. As the fire continued, SCE provided a preliminary report to the CPUC stating that  
2 SCE's electric substation had experienced a disturbance two minutes before the Woolsey Fire  
3 was first reported.

4 91. The SCE Defendants' electrical substation that suffered the outage was located within  
5 the BOEING Rocketdyne Santa Susana complex – the same complex where a nuclear reactor  
6 suffered the worst nuclear disaster in United States history. The BOEING Defendants, although  
7 responsible for doing so, have failed to remediate the nuclear, radioactive, rocket fuel, and  
8 other toxic materials at SSFL.  
9

10 92. At all times prior to November 8, 2018, the SCE Defendants had a non-delegable, non-  
11 transferable duty to properly construct, inspect, maintain, repair, manage and/or operate its  
12 electrical power lines, utility poles and appurtenant equipment, and to keep vegetation and trees  
13 properly trimmed at a safe distance so as to prevent foreseeable contact with its electrical  
14 equipment.  
15

16 93. In the construction, inspection, repair, maintenance, ownership, and/or operation of its  
17 power lines, utility poles, and other electrical equipment, the SCE Defendants had an obligation  
18 to comply with a number of statutes, regulations, orders and standards, to protect the public,  
19 including Plaintiffs, from the type of failure and fire that caused the Woolsey Fire.  
20

21 94. The SCE Defendants were also required to inspect its distribution facilities to maintain  
22 a safe and reliable electric system.  
23

24 95. The SCE defendant's negligent failure to proactively manage its electrical transmission  
25 infrastructure increased the risk to the safety of property and business owners and residents.  
26

27 96. Plaintiffs are informed and believe and thereon allege that the Woolsey Fire was  
28 caused by: (1) the SCE Defendants' failure to identify, inspect, manage, and or control

1 vegetation growth near its power lines, substation circuits, and/or other electrical equipment  
2 and infrastructure; (2) failure to heed multiple and repeated wind and weather advisories in the  
3 subject area; (3) failure to heed “Red Flag Warnings” issued by the National Weather Service  
4 on November 8, 2018; (4) failure to construct, manage, track, monitor, maintain, operate,  
5 replace, repair, and/or improve its power lines poles, transformers, conductors, insulators,  
6 reclosers, and/or other electrical equipment and infrastructure in a safe and prudent manner;  
7 and (5) failure to take available precautions to avoid causing fires or other hazardous  
8 conditions.  
9

10 97. The SCE Defendants knew or should have known about the significant risk of  
11 wildfires in California, especially in the fall when Santa Ana wind conditions are common.  
12 SCE has been fined, cited, sued, and otherwise found liable for causing a number of fires in the  
13 region, including California’s historic Thomas Fire in 2017, which burned 281,000 acres and  
14 caused deadly mudslides in the Montecito area.  
15

16 98. The SCE Defendants were well aware of the likelihood of disasters in California and  
17 knew or should have known about the vulnerability of California’s landscape to fires caused by  
18 electrical equipment it owned and operated—especially when dealing with drought, high  
19 winds, and low humidity.  
20

21 99. The SCE Defendants had an enhanced duty to protect Plaintiffs from the dangers  
22 associated with power production and distribution. This duty is in addition to the common law  
23 principles and are a matter of statute, rule, order, CPUC decisions, internal procedures and  
24 research. The SCE Defendants violated that higher standard of care in causing and contributing  
25 to the Woolsey Fire.  
26  
27  
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1 100. The BOEING Defendants owed a duty to all adjoining and other property owners,  
2 who would be affected by its property to (a) identify, inspect, manage, and/or control  
3 vegetation growth near power lines on its property and to inspect areas of the property used by  
4 others, including, inter alia, the SCE Defendants for violations of rules, statutes, orders, and  
5 requirements to protect the public from the dangers and hazards of fire on their 2,850 acre  
6 property; (b) failing to warn residents in the miles surrounding their property that there was a  
7 potential hazard from the burning of trees and flora on the property because of the means of  
8 “remediation” employed by the BOEING Defendants; (c) failing to properly remediate the  
9 property; (d) failure to water or otherwise irrigate their property to ensure that it was less likely  
10 burn adjacent and distant property and land (e) failure to provide fire suppression equipment  
11 and personnel to the area of the Woolsey Fire origin; (f) instructing their fire personnel to  
12 refrain from attempting to extinguish the fire; (g) failing to properly train personnel to handle a  
13 major fire event on the property and to suppress that fire; and (h) impeding the entry of  
14 personnel onto the property to suppress and inspect for fire dangers.  
15  
16  
17

18 101. The BOEING Defendants, and each of them, assumed the responsibility for protecting  
19 Plaintiffs from the damages they suffered when it entered into a published and reasonably  
20 relied upon Emergency Readiness Plan. “[E]mergency preparedness and readiness at Santa  
21 Susana Field Laboratory (SSFL) is maintained at a level commensurate with the hazards.”  
22 Boeing 2008 Santa Susana Field Laboratory, Area IV Emergency Readiness Assurance Plan  
23 (ERAP) BD02-399-05.  
24

25 102. Despite their obligation to protect the area from fire risk and the spread of wildfires,  
26 the BOEING Defendants failed to increase their level of readiness to effectively assist in fire  
27 prevention and fire-fighting. The BOEING Defendants allowed the fire to move across its Area  
28

1 III, Area IV, and Southern Buffer Zone, and escape toward the south and west. Its firefighting  
2 efforts were reportedly wholly absent, including an insufficient supply of water to the efforts:

3 The Los Angeles Fire Department, the city's fire agency, also sent engines  
4 toward the Woolsey fire, but its firefighters seemed to grow frustrated with the  
5 lack of a plan and resources on the scene, according to radio transmissions.  
6 Some firefighters said in radio transmissions they were hampered by a lack of  
7 water at the Boeing facility and by poor cellphone service, which forced them  
8 to move the command center to a Ventura County fire station. . . .

9 Boeing has a private fire department on site at Santa Susana Field Laboratory,  
10 according to the California Department of Toxic Substances Control. . . .

11 Officials with Ventura County Fire Department said they didn't remember  
12 seeing or communicating with any Boeing firefighters. . . .

13 Los Angeles County Fire Department said in a statement that they had "little  
14 to no interactions" with any Boeing firefighters, as was the case for LAFD. . .

15 "I was at the incident command post," said LAFD Deputy Chief Trevor  
16 Richmond. "I was there with Ventura County and L.A. County Fire, and I do  
17 not recall seeing anyone from Boeing, and I did not interact with anyone from  
18 Boeing."

19 Cosgrove, Jaclyn (2019, January 6). FIREFIGHTERS' FATEFUL CHOICES: HOW THE WOOLSEY FIRE  
20 BECAME AN UNSTOPPABLE MONSTER. *Los Angeles Times*. Retrieved from URL.

21 103. Plaintiffs are informed and therefore allege that an officer, director, or managing  
22 agent of the SCE Defendants and the BOEING Defendants personally committed, authorized  
23 and/or ratified the despicable and wrongful conduct alleged in this Complaint.

24 **V. CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**

26 **Negligence and Respondeat Superior**  
27 **(Against all Defendants)**

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



1 105. The SCE Defendants, and each of them, had and have a non-transferable, non-  
2 delegable duty to apply a level of care commensurate with and proportionate to the danger of  
3 designing, engineering, constructing, operating, and maintaining electrical transmission and  
4 distribution systems, including but not limited to vegetation clearance and pole replacement.

5 106. The SCE Defendants, and each of them, had a non-delegable duty of vigilant  
6 oversight in the maintenance, use, operation, repair and inspection appropriate to the changing  
7 conditions and circumstances of their electrical transmission and electrical systems.  
8

9 107. Prior to the Woolsey Fire, the SCE Defendants hired, retained, contracted, allowed  
10 and/or otherwise collaborated with vegetation clearance/mitigation companies and DOES 51  
11 through 75, and each of them to perform work alongside and maintain the network of  
12 distribution lines, infrastructure and vegetation. The work for which these companies and DOE  
13 Defendants were hired to perform involved a risk of fire that was peculiar to the nature of their  
14 agency relationship. A reasonable property/easement owner and/or lessee in the position of the  
15 SCE Defendants knew, or should have known the necessity of taking special precautions to  
16 protect adjoining property owners against the risk of harm created by work performed, work to  
17 be performed, and/or otherwise not properly performed or deferred.  
18  
19

20 108. The SCE Defendants owned, controlled, used, maintained, and/or operated electrical  
21 transmission line systems in the arid, drought-stricken, wind-prone and highly-combustible  
22 brush- and grass-covered area burned by the Woolsey Fire, including those specific areas where  
23 the fire ignited.  
24

25 109. The SCE Defendants owned, controlled, used, maintained and/or operated a right-of-  
26 way beneath the electrical transmission lines in the arid, drought-stricken, wind-prone and  
27  
28

1 highly combustible brush- and grass-covered area burned by the Woolsey Fire, including those  
2 areas where such fires ignited.

3 110. The area(s) where the Woolsey Fire ignited is regularly impacted by localized  
4 conditions that make it unusually and extremely vulnerable to fires from electrical line systems.  
5 As such, the SCE Defendants, and each of them, had a heightened duty to employ an  
6 appropriately higher standard of care in connection with the operation and use of its systems  
7 during this time and in this area.  
8

9 111. The BOEING Defendants had a non-delegable duty to apply a level of care  
10 commensurate with and proportionate to the dangers of designing, engineering, constructing,  
11 operating, and maintaining a facility with electrical distribution systems, inclusive of vegetation  
12 clearance.  
13

14 112. Defendants, and each of them, had a non-delegable duty of vigilant oversight in the  
15 maintenance, use, operation, repair, and inspection appropriate to the changing conditions and  
16 circumstances of their electrical transmission and distribution systems, manufacturing and  
17 testing facilities, and equipment.  
18

19 113. The BOEING Defendants had both a statutory and contractual obligation to maintain  
20 the SSFL and to provide effective fire suppression services and equipment for the SSFL for  
21 themselves and the benefit of Plaintiffs.  
22

23 114. Defendants, and each of them, knew or should have known that the activities of each  
24 other involved a risk that was peculiar to the operation of that Defendant's business. The risk of  
25 fire was foreseeable and arose from the nature and location of the work. Notwithstanding the  
26 above, Defendants, and each of them, failed to take reasonable precautions to protect property  
27 owners, including Plaintiffs, against the foreseeable risk of harm created by their activities.  
28

1 115. The Woolsey Fire was the direct, legal, and proximate result of the Defendants'  
2 negligent, careless, and reckless misconduct.

3 116. As a direct, proximate, and legal result of said conduct, Plaintiffs, and each of them,  
4 suffered damages as alleged herein.

5 117. The negligence, carelessness, and recklessness of Defendants, and each of them, was  
6 a substantial factor in causing Plaintiffs' damages.

7 118. Upon information and belief, an officer, director, or managing agent of Defendants,  
8 and each of them, personally committed, authorized and/or ratified the wrongful conduct  
9 alleged in this Complaint.  
10

11  
12 **SECOND CAUSE OF ACTION**  
13 **Negligence**  
14 **(Against the BOEING Defendants)**

15 119. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set  
16 forth at length herein.

17 120. The BOEING Defendants by their ownership, management, and contractual  
18 obligations assumed and owed a duty to Plaintiffs and others similarly situated to prevent any  
19 of the byproducts from the SSFL from escaping the property. The BOEING Defendants owed a  
20 duty to provide fire suppression equipment and personnel at their SSFL property adequate to  
21 prevent fires from spreading onto other properties in the area.

22 121. The BOEING Defendants owed a duty to Plaintiffs and others similarly situated to  
23 warn them of the potential hazards of their property and the likelihood that fires on the SSFL  
24 would be exacerbated, enhanced, and spread by substances in the soil, trees, and foliage and  
25 that the quick spread of the fire was likely to endanger properties in Ventura and Los Angeles  
26 Counties.  
27  
28

1 122. The Woolsey Fire was the direct, legal and proximate result of the BOEING  
2 Defendants' (a) failure to suppress the fire; (b) intentional direction to their fire department  
3 personnel to refrain from suppressing the fire or taking action to avoid the spread of the fire; (c)  
4 refraining from assisting the Ventura and Los Angeles fire departments as required by their  
5 cooperation, aid, and assistance agreements; and (d) other acts and omissions all of which  
6 constitute negligence.  
7

8 123. As a direct, proximate, and legal result of said negligence, Plaintiffs suffered damages  
9 as alleged herein.

10 124. The negligence of Defendants, and each of them, was a substantial factor in causing  
11 Plaintiffs' damages.  
12

13 **THIRD CAUSE OF ACTION**  
14 **Negligence Per Se**  
**(Against the SCE Defendants)**

15 125. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
16 contained above as though the same were set forth here.  
17

18 126. The SCE Defendants at all times herein had a duty to properly design, construct,  
19 operate, maintain, inspect, and manage its electrical equipment and infrastructure as well as  
20 trim trees and vegetation in compliance with all relevant provisions of applicable orders,  
21 decisions, directions, rules, regulations, and statutes, including those delineated by, but not  
22 limited to, CPUC General Order 95, including but not limited to Rules 31.2 and 38, Public  
23 Resource Code § 4435, and CPUC General Order 165.  
24

25 127. Such knowing violations of legislative and/or administrative regulations which define  
26 a minimum standard of conduct is negligence per se.

27 128. The SCE Defendants violated the above orders and code sections, by engaging in,  
28 among others, the following acts or omissions:

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- a. Failing to conduct reasonably prompt, proper and frequent inspections of the electrical transmission lines, wires, associated equipment and electrical infrastructure;
- b. Failing to design, construct, monitor, and maintain high voltage transmission and distribution lines in a manner that avoids and/or ameliorates predictable/foreseeable fire ignition during long, dry seasons by insuring that those lines were able to withstand foreseeable conditions to prevent foreseeable fire ignition;
- c. Failing to design, construct, operate, and maintain high voltage transmission and distribution lines and equipment infrastructure to withstand foreseeable wind, drought, and vegetation growth conditions to prevent foreseeable fire ignition;
- d. Failing to maintain and monitor high voltage transmission and distribution lines in fire prone areas to avoid igniting fire and spreading fires;
- e. Failing to install the equipment necessary, and/or to inspect and repair the equipment installed, to prevent electrical transmission and distribution lines from improperly sagging, contacting and/or arcing with other metal wires and/or metal clad equipment placed on its poles;
- f. Failing to keep its electrical equipment in a safe condition at all times to prevent fires;
- g. Failing to proactively inspect and maintain vegetation within proximity to energized transmission and distribution lines;
- h. Failing to timely and proactively de-energize power lines during forecasted fire prone conditions;
- i. Failing to properly train and supervise employees and agents responsible for the maintenance and inspection of its distribution and transmission lines and electrical infrastructure;

- 1 j. Failing to implement and follow regulations and reasonably prudent  
2 practices in de-energizing power lines to prevent foreseeable fire ignition;
- 3 k. Failing to implement and follow regulations and reasonably prudent  
4 practices in de-energizing power lines after a fire's ignition;
- 5 l. Failing to properly investigate, monitor, and maintain vegetation to  
6 properly mitigate and ameliorate the foreseeable risk of fire.
- 7 m. Failing to properly investigate, screen, train, and supervise employees and  
8 agents responsible for maintenance and inspection of its overhead electric  
9 and communications facilities, including tree trimming and vegetation  
10 mitigation and removal around such facilities.

11 129. The SCE Defendants' violation of CPUC General Order 95, including, but not limited  
12 to, Rules 31.2 and 38, Public Resources Code § 4435, and CPUC Order 165, which were  
13 previously adopted and enacted, amounts to unreasonable and negligent conduct *per se*.

14  
15 130. Plaintiffs were and are within the class of persons for whose protection CPUC  
16 General Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code §  
17 4435, and CPUC General Order 165 were adopted.

18  
19 131. The SCE Defendants are liable to Plaintiffs for all loss, damages, and injury caused by  
20 and resulting from the SCE Defendants' violation of CPUC General Order 95, including, but  
21 not limited to Rules 31.2 and 38, Public Resources Code § 4435, and CPUC General Order  
22 165, as alleged herein according to proof.

23  
24 132. The SCE Defendants' conduct as set forth herein constitutes negligence as a matter of  
25 law and was the proximate cause of the damage and injury to Plaintiffs as pleaded herein.  
26  
27  
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**FOURTH CAUSE OF ACTION**  
**Inverse Condemnation**  
**(Against the SCE Defendants)**

1  
2  
3 133. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set  
4 forth at length herein.

5 134. The SCE Defendants' operation of their electrical equipment, lines, and infrastructure  
6 were a substantial cause of Plaintiffs' damages, are a public improvement for a public use, and  
7 constitute an "Electrical Plant" pursuant to California Public Utilities Code § 217.  
8

9 135. The SCE Defendants' facilities, wires, lines, equipment, infrastructure, and other  
10 public improvements, as deliberately designed and constructed, presented an inherent danger  
11 and risk of fire to private property. In acting in furtherance of the public objective of supplying  
12 electricity, On or about November 8, 2018, and in the days thereafter, the SCE Defendants took  
13 on a known, calculated risk that private property would be damaged and destroyed by fire.  
14

15 136. On or about November 8, 2018, and in the days thereafter, the inherent risk of a  
16 foreseeable fire caused by the SCE Defendants' electrical equipment and infrastructure  
17 occurred when the Woolsey Fire ignited, burned and spread, which directly and according to  
18 law resulted in the taking of Plaintiffs' private property.  
19

20 137. The SCE Defendants' unreasonable use and operation of its electrical equipment,  
21 lines, and systems caused damages to Plaintiffs' property, and the SCE Defendants' conduct as  
22 described herein constitutes an improper taking or condemnation of property pursuant to  
23 Article I § 19 of the California Constitution and Public Utilities Code § 612.  
24

25 138. The conduct as described here was a substantial factor in causing damage to a  
26 property interest protected by the Fifth Amendment to the United States Constitution and  
27 Article I, Section 19, of the California Constitution, which entitles Plaintiffs to just  
28 compensation according to proof at trial for all damages incurred.

1 139. Pursuant to California Code of Civil Procedure §1036, Plaintiffs are entitled to  
2 recover all litigation costs and expenses with regard to the compensation for damage to  
3 properties, including attorney's fees, expert fees, consulting fees, and litigation costs.

4 **FIFTH CAUSE OF ACTION**  
5 **Trespass**  
6 **(Against All Defendants)**

7 140. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set  
8 forth at length herein.

9 141. At all relevant times, Plaintiffs were the owners, tenants, operators and/or lawful  
10 occupiers of property damaged by the Woolsey Fire.

11 142. Defendants' negligent acts and omissions allowed the Woolsey Fire to ignite and/or  
12 spread out of control, which proximately caused Plaintiffs' damage.

13 143. The BOEING Defendants' failure to properly ensure that products, byproducts,  
14 chemicals, toxins, and radiation and other nuclear waste materials were properly remediated on  
15 its property caused those materials to be distributed in the air, water, and ash and enter onto  
16 Plaintiffs' property without Plaintiffs' permission.  
17

18 144. Upon information and belief, the BOEING Defendants' failure to properly ensure that  
19 products, byproducts, chemicals, toxins, and radiation and other nuclear waste materials were  
20 properly remediated on its property resulted in an acceleration and/or exacerbation of the  
21 Woolsey fire, causing it to spread faster and farther resulting in damage to Plaintiffs'  
22 properties.  
23

24 145. Plaintiffs did not grant permission to Defendants to ignite, cause, spread, or  
25 exacerbate the Woolsey Fire so as to permit it to enter their properties.  
26

27 146. As a direct, proximate, and substantial cause of such trespass, Plaintiffs have suffered  
28 and will continue to suffer damages including, but not limited to, damage to personal property,



1 discomfort, annoyance, inconvenience, mental anguish, nuisance, loss of quiet enjoyment, and  
2 emotional distress in an amount to be proven at trial.

3 147. Those Plaintiffs who suffered damage to timber, trees, or underwood as a result of  
4 Defendants' trespass seek treble damages for wrongful injuries to their property inclusive of  
5 timber, trees, or underwood on their property, as permitted by California Civil Code § 3346.  
6

7 148. Further, the willful and wanton misconduct alleged against Defendants in this  
8 Complaint was egregious and done in conscious disregard for the rights of Plaintiffs and others  
9 similarly situated and subjected Plaintiffs to cruel and unjust hardship and oppression for which  
10 Defendants should be punished and made an example of by an award of punitive and  
11 exemplary damages in an amount according to proof.  
12

13 **SIXTH CAUSE OF ACTION**

14 **Nuisance**

15 **(Against All Defendants)**

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

18 150. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act  
19 resulted in a fire hazard, fire, spreading of the fire, and foreseeable obstruction to the free use of  
20 Plaintiffs' property. Defendants' actions invaded Plaintiffs' right to the use of their property  
21 and interfered with and caused substantial actual damages constituting a nuisance, pursuant to  
22 California Civil Code § 3479.  
23

24 151. As a direct and proximate result of the acts and omissions of Defendants, Plaintiffs  
25 sustained losses and damages including but not limited to damage to property, discomfort,  
26 annoyance, inconvenience, loss of quiet enjoyment, mental anguish, personal injury, and  
27 emotional distress, all in an amount to be proven at trial.  
28

1 152. Further, the willful and wanton misconduct alleged against Defendants in this  
2 Complaint was egregious and done in conscious disregard for the rights of Plaintiffs and others  
3 similarly situated and subjected Plaintiffs to cruel and unjust hardship and oppression for which  
4 Defendants should be punished and made an example of by an award of punitive and  
5 exemplary damages in an amount according to proof.  
6

7 **SEVENTH CAUSE OF ACTION**  
8 **Violation of Public Utilities Code § 2106**  
9 **(Against s the SCE Defendants)**

10 153. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set  
11 forth at length herein.

12 154. As a Public Utility and as employees and/or authorized agents of a Public Utility, the  
13 SCE Defendants are legally required to comply with the rules, orders, and regulations  
14 promulgated by the CPUC pursuant to California Public Utilities Code § 702.

15 155. A Utility that performs or fails to perform something required to be done by the  
16 California Constitution, a law of the State, or a Rule, Regulation or Order of the Public Utilities  
17 Commission, which leads to loss or injury, is liable for that loss or injury, pursuant to Public  
18 Utilities Code § 2106.  
19

20 156. As Utilities, the SCE Defendants are required to provide, maintain, and service  
21 equipment and facilities in a manner adequate and sufficient to maintain the safety, health and  
22 convenience of their customers and the public, pursuant to Public Utilities Code § 451.

23 157. The SCE Defendants are required to design, engineer, construct, operate, and maintain  
24 electrical supply lines, equipment, and infrastructure in a manner consistent with their use,  
25 taking into consideration local conditions and other known or foreseeable circumstances, so as  
26 to provide safe and adequate electric service, pursuant to CPUC General Order 95, Rule 33.1  
27 and CPUC General Order 165.  
28

1 158. Through their knowing acts, omissions and willful misconduct as alleged herein, the  
2 SCE Defendants violated Public Utilities Code sections 702 and 451, and/or CPUC General  
3 Order 95, thereby making them liable for all losses, damages, and injury sustained by Plaintiffs  
4 pursuant to Public Utilities Code § 2106.

5 159. Further, the willful and wanton misconduct alleged against the SCE Defendants in this  
6 Complaint was egregious and done in conscious disregard for the rights of Plaintiffs and others  
7 similarly situated and subjected Plaintiffs to cruel and unjust hardship and oppression for which  
8 the SCE Defendants should be punished and made an example of by an award of punitive and  
9 exemplary damages in an amount according to proof.

10  
11 **EIGHTH CAUSE OF ACTION**  
12 **Health & Safety Code §§ 13007, 13008**  
13 **(Against All Defendants)**

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

16 161. By engaging in the acts and omissions alleged in this Complaint, Defendants, and each  
17 of them, willfully, negligently, and in violation of law, set fire to or allowed fire to be set to the  
18 property of another in violation of California Health & Safety Code § 13007.

19 162. By engaging in the acts and omissions alleged in this Complaint, the BOEING  
20 Defendants willfully, negligently, and in violation of law, allowed fire to escape from the  
21 BOEING SSFL property and cause fire and fire-related damage to Plaintiffs' property, in  
22 violation of California Health & Safety Code § 13008.

23 163. As a legal result of Defendants' violation of California Health & Safety Code §§  
24 13007 and 13008, Plaintiffs suffered damage to their property.

25 164. As a further legal result of the violation of California Health & Safety Code §§ 13007  
26 and 13008 by Defendants, some Plaintiffs suffered damages for which they are entitled to  
27  
28

1 reasonable attorney's fees under California Code of Civil Procedure § 1021.9 for the  
2 prosecution of this cause of action.

3 165. The conduct alleged against Defendants in this Complaint subjected Plaintiffs to cruel  
4 and unjust hardship in conscious disregard of their rights, constituting oppression, for which  
5 Defendants must be punished by punitive and exemplary damages in an amount according to  
6 proof.  
7

8 166. Defendants' conduct was carried on with a willful and conscious disregard of the  
9 rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by  
10 punitive and exemplary damages according to proof.  
11

12 167. By engaging in the acts and omissions alleged in this Complaint, Defendants, and  
13 each of them, willfully, negligently, and in violation of law, set fire to and/or allowed fire to  
14 ignite and enter onto the property of another in violation of California Health & Safety Code §  
15 13007.  
16

17 168. As a legal result of Defendants' violations of California Health & Safety Code §§  
18 13007, 13008, Plaintiffs have suffered recoverable damages to property under California  
19 Health & Safety Code §§ 13007, 13008.  
20

21 169. As a further result of the violations of California Health & Safety Code §§ 13007 and  
22 13008 by Defendants, some of the Plaintiffs herein have suffered damages which entitle them  
23 to an award of reasonable attorney's fees under California Code of Civil Procedure § 1021.9 for  
24 the maintenance and prosecution of this cause of action.  
25

26 170. Further, the willful and wanton misconduct alleged against Defendants in this  
27 Complaint was egregious and done in conscious disregard for the rights of Plaintiffs and others  
28 similarly situated and subjected Plaintiffs to cruel and unjust hardship and oppression for which

1 Defendants should be punished and made an example of by an award of punitive and  
2 exemplary damages in an amount according to proof. Plaintiffs are informed and believe and  
3 therein allege that an officer, director, or managing agent of SCE personally committed,  
4 authorized and/or ratified the despicable and wrongful conduct alleged herein.

5  
6 **PRAYER FOR RELIEF**

7 Plaintiffs seek the following damages in an amount according to proof at the time of trial.

8 **For Negligence and Respondeat Superior, Negligence, Negligence Per Se, Trespass,**  
9 **Nuisance, Violation of Public Utilities Code § 2106, and Violation of Health & Safety**  
10 **Code §§ 13007, 13008:**

- 11 a. General and/or special damages for all damages to property according to proof;
- 12 b. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal  
13 property;
- 14 c. Loss of wages, earning capacity, goodwill, and/or business profits or proceeds and/or  
15 any related displacement expenses;
- 16 d. Evacuation expenses and alternative living expenses;
- 17 e. Erosion damage to real property;
- 18 f. Past and future medical expenses and incidental expenses;
- 19 g. General damages for personal injury, emotional distress, fear, worry, annoyance,  
20 disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of property;
- 21 h. Attorneys' fees, expert fees, consultant fees and litigation costs and expense, as  
22 allowed under California Code of Civil Procedure § 1021.9 and/or any other statute;
- 23 i. Treble or double damages for wrongful injuries to timber, trees, and underwood on  
24 Plaintiffs' property as allowed under the California Civil Code § 3346;
- 25 j. For punitive and exemplary damages against SCE, EI and BOEING in an amount  
26 according to proof under California Public Utilities Code § 2106 and any and all other statutory  
27 or legal basis that may apply;
- 28 k. Cost of suit;

- 1        l.    Prejudgment interest; and  
2        m.   Any and all other further such relief as the Court shall deem proper, all according to  
3 proof.

4        **For Inverse Condemnation:**

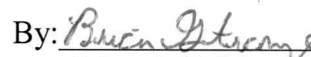
- 5        a.    Costs of repair, depreciation, and/or replacement of damaged, destroyed, and/or lost  
6        personal and/or real property;  
7        b.    Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal  
8 property and/or alternate living expenses;  
9        c.    Loss of wages, earning capacity, and/or business profits or proceeds and/or any  
10 related business interruption losses and displacement expenses;  
11        d.    All costs of suit, including attorneys' fees, expert fees, and related costs;  
12        e.    Any and all relief, compensation, or measure of damages available to Plaintiffs by law  
13 based on the injuries and damages suffered by Plaintiffs;  
14        f.    Prejudgment interest, according to proof; and  
15        g.    For such other and further relief as the Court shall deem proper, all according to  
16 proof.

17  
18 Dated: February 5, 2019

BAUM, HEDLUND, ARISTEI & GOLDMAN

19  
20 By:   
21 Ronald L.M. Goldman, Esquire

22 STRANGE & BUTLER

23  
24 By:   
25 Brian R. Strange, Esquire  
26 Brianna J. Strange, Esquire


Attorneys for Plaintiffs

**DEMAND FOR TRIAL BY JURY**

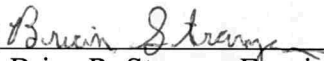
Plaintiffs hereby demand trial by jury.

Dated: February 5, 2019

BAUM, HEDLUND, ARISTEI & GOLDMAN

By:   
\_\_\_\_\_  
Ronald L.M. Goldman, Esquire

STRANGE & BUTLER

By:   
\_\_\_\_\_  
Brian R. Strange, Esquire  
Brianna J. Strange, Esquire

Attorneys for Plaintiffs

02/06/2019

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