

1 **ENGSTROM, LIPSCOMB & LACK**  
WALTER J. LACK (SBN 57550)  
2 wlack@elllaw.com  
DANIEL G. WHALEN (SBN 126487)  
3 dwhalen@elllaw.com  
GREGORY P. WATERS (SBN 241782)  
4 gwaters@elllaw.com  
10100 Santa Monica Boulevard, Suite 1200  
5 Los Angeles, California 90067  
Telephone: (310) 552-3800  
6 Facsimile: (310) 552-9434

7 **QUINN EMANUEL URQUHART & SULLIVAN, LLP**  
KENNETH R. CHIATE (SBN 39554)  
8 kenchiate@quinnemanuel.com  
JEFFERY D. McFARLAND (SBN 157628)  
9 jeffmcfarland@quinnemanuel.com  
GRANT J. MAXWELL (SBN 275329)  
10 grantmaxwell@quinnemanuel.com  
865 South Figueroa Street, 10th Floor  
11 Los Angeles, California 90017  
Telephone: (213) 443-3000  
12 Facsimile: (213) 443-3100

13 *Attorneys for Plaintiff David T. Dreier*

14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES**

16 DAVID T. DREIER, an Individual,

17 Plaintiff,

18 vs.

19 SOUTHERN CALIFORNIA EDISON, a  
California corporation; EDISON  
20 INTERNATIONAL, a California corporation; and  
DOES 1-100, inclusive,

21 Defendants.  
22  
23  
24  
25  
26  
27  
28

**CASE NO.**

**COMPLAINT FOR DAMAGES**

1. INVERSE CONDEMNATION
2. NEGLIGENCE
3. TRESPASS
4. NUISANCE
5. NEGLIGENCE PER SE
6. VIOLATION OF PUBLIC UTILITIES CODE §2106
7. VIOLATION OF HEALTH & SAFETY CODE §13007

**UNLIMITED CIVIL CASE**  
**JURY TRIAL DEMANDED**

1 Plaintiff DAVID T. DREIER (“Plaintiff”) brings this action for damages against defendants  
2 SOUTHERN CALIFORNIA EDISON COMPANY (“SCE CO”), EDISON INTERNATIONAL  
3 (“EI” and, together with SCE CO, “SCE”) and DOES 1 through 100 (collectively, “Defendants”) as  
4 a result of injuries and damages suffered by Plaintiff in the Woolsey Fire that started on or about  
5 November 8, 2018, and alleges as follows:

6 **I. PRELIMINARY STATEMENT**

7 SCE enjoys a monopoly which is allowed by law to provide power to consumers and  
8 commercial users within a vast geographical area—namely, Los Angeles and Ventura Counties.  
9 As a monopoly, SCE is insulated from all competition within their area of operation, is guaranteed a  
10 rate of return on all of their capital—typically more than 300% the rate of return provided by United  
11 States Treasury Bonds—and is generally acknowledged to be one of the most lucrative investments  
12 on Earth. In exchange for their monopoly status and guaranteed rate of return, SCE has to do only  
13 two things in connection with the delivery of their product: (1) maintain their equipment in safe  
14 operating condition; and (2) ensure that their lines do not come into contact with each other, other  
15 parts of their infrastructure, and/or trees and vegetation. This lawsuit is filed because SCE failed to  
16 do either, causing the total destruction of Plaintiff’s home and personal property.

17 **II. INTRODUCTION**

18 1. This case arises from the Woolsey Fire, which burned approximately 98,362 acres,  
19 destroyed at least 504 structures, damaged another 96 structures, killed three (3) persons, and  
20 injured countless others. The Woolsey Fire forever changed the lives of its victims, who lost their  
21 homes and possessions within a matter of hours.

22 2. Two days before the fire broke out, on November 6, 2018, SCE had activated their  
23 Emergency Operations Center and began their 48-hour notification program to government officials,  
24 emergency management agencies, and customers in Agoura Hills, Chatsworth, Malibu, Simi Valley,  
25 California, and other areas, that “due to meteorological forecasts of dangerously high winds in  
26 designated Red Flag high risk fire areas, SCE has now determined” that approximately “27,000  
27 customers are being notified today of possible power shut-offs in portions of these communities.”  
28 However, SCE did not de-energize their Big Rock Circuit prior to the Woolsey Fire.

1           3.       The California Department of Forestry and Fire Protection (“CAL FIRE”) reports  
2 that the Woolsey Fire started at approximately 2:24 p.m. on November 8, 2018 near E Street and  
3 Alfa Road on the Rocketdyne facility in Simi Valley, California. On November 8, 2018 at 8:12  
4 p.m., SCE CO sent an “Electric Safety Incident Report” to the California Public Utilities  
5 Commission (“CPUC”) advising: “Preliminary information indicates the Woolsey Fire was  
6 reported at approximately 2:24 p.m. Our information reflects the Big Rock 16kV circuit out of  
7 Chatsworth Substation relayed at 2:22 p.m.”

8           4.       Plaintiff is informed and believes that the image below depicts the early stages of the  
9 Woolsey Fire at the Rocketdyne facility at or below SCE’s 16kV transmission power lines and near  
10 SCE’s Chatsworth Substation:



19           5.       The Woolsey Fire—sparked by unsafe electrical infrastructure owned, operated, and  
20 improperly maintained by SCE—spread quickly, fueled by strong Santa Ana winds and dry  
21 vegetation created by years of drought conditions in Southern California.

22           5.       Plaintiff is a property owner who suffered harm and damages by the Woolsey Fire  
23 and seeks just compensation and damages as more particularly described below.

24           6.       Specifically, on or about November 8, 2018, Plaintiff is informed and believes and  
25 thereon alleges that, fueled by wholly predictable dry conditions and strong winds, SCE’s power  
26 lines and/or transformers ignited the Woolsey Fire.

27           7.       As alleged in more detail below, the Woolsey Fire was caused by SCE’s negligence  
28 in failing to: (i) maintain their overhead electrical facilities and utility poles in a safe manner;

1 (ii) perform vegetation management in accordance with applicable regulations; and/or (iii) shut  
2 down the Big Rock 16kV circuit to prevent a catastrophic wildfire during the “Red Flag” weather  
3 conditions that preceded the Woolsey Fire.



4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17 8. SCE had a duty to maintain their electrical infrastructure properly and to ensure  
18 surrounding trees and vegetation were trimmed and kept at a safe distance. SCE also had a duty to  
19 ensure that their utility poles were in safe condition—including in high wind conditions, a known  
20 weather condition in the area. SCE breached their duties by knowingly operating aging, overloaded,  
21 and/or improperly maintained infrastructure. In fact, SCE’s breaches have caused fires before (as  
22 set forth below in more detail) and SCE has been sanctioned numerous times for similar breaches  
23 before the Woolsey Fire began. Indeed, the Woolsey Fire started two weeks after SCE issued a  
24 statement admitting that their electrical equipment was associated with ignition of the massive  
25 Thomas Fire that ravaged Los Angeles, Ventura, and Santa Barbara Counties in late 2017. All the  
26 while, SCE knowingly and habitually underestimated the potential risk, including fire risk, that their  
27 systems posed.

28 9. Simply put, had SCE acted responsibly, the Woolsey Fire could have been prevented.

1           10. Plaintiff has suffered property damage, economic losses, and disruption to his home  
2 and livelihood and seeks damages and fair compensation in this case.

3           11. Because the fire spread so quickly, individuals often could not protect their homes,  
4 properties and structures, or even remove personal possessions, irreplaceable heirlooms, and  
5 valuable inventories of products, materials, or records. The fire damage and destruction also has  
6 negatively impacted the value of the Plaintiff's real property, and will continue to affect its future  
7 resale value and development for an indefinite period of time.

8           **III. PARTIES, JURISDICTION AND VENUE**

9           12. Plaintiff DAVID T. DREIER is an individual residing in Los Angeles, California, in  
10 the County of Los Angeles. As alleged above and set forth below in more detail, Plaintiff owns real  
11 property in Malibu, California that was substantially affected—and, in fact, destroyed—by the  
12 Woolsey Fire along with his personal property contained therein.

13           13. Defendant SOUTHERN CALIFORNIA EDISON is a corporation incorporated in  
14 California with a principal place of business in Rosemead, California, in the County of Los Angeles.  
15 At all times relevant herein, SCE CO has acted to provide electrical services to members of the  
16 public in California, including Los Angeles and Ventura Counties.

17           14. Defendant EDISON INTERNATIONAL is an energy-based holding company  
18 incorporated in California and headquartered in Rosemead, California, in the County of Los  
19 Angeles. EI is the parent company of SCE CO.

20           15. Plaintiff is unaware of the true names of DOES 1 through 100 (referred to  
21 specifically as the “DOE Defendants”) and, therefore, sues them as defendants under these fictitious  
22 names pursuant to *California Code of Civil Procedure* §474.

23           16. Each of the fictitiously named DOE Defendants is responsible in some manner for  
24 the conduct alleged herein, including, without limitation, by way of conspiracy, aiding, abetting,  
25 acting with actual or ostensible authority, or as an alter ego, or single enterprise, furnishing the  
26 means and/or acting in capacities that create agency, respondeat superior, and/or predecessor or  
27 successor-in-interest relationships with the Defendant. The DOE Defendants are private  
28 individuals, associations, partnerships, corporations, subcontractors, or otherwise that actively

1 assisted and participated in the negligent and wrongful conduct alleged herein in ways that are  
2 currently unknown to Plaintiff. Some or all of the DOE Defendants may be residents of, or conduct  
3 business in, the State of California. Plaintiff may amend or seek to amend this Complaint to allege  
4 the true names, capacities and responsibility of these DOE Defendants once they are ascertained,  
5 and/or to add additional facts and/or legal theories related thereto.

6 17. Plaintiff further alleges that DOES 1 through 100 are and/or were the agents and/or  
7 employees of SCE and were acting within the course and scope of their agency and/or employment  
8 with SCE when they committed the acts and omissions set forth herein.

9 18. Venue is proper in this court because Defendants reside in Los Angeles County,  
10 perform business in this County, and a substantial part of the events, acts, omissions, and  
11 transactions complained of herein occurred in this County.

12 19. Plaintiff seeks to recover in excess of \$25,000 in this action.

13 **IV. THE PLAINTIFF**

14 20. Plaintiff is a property owner who suffered varying types of injuries, damages, losses,  
15 and/or harm as a result of the Woolsey Fire.

16 21. At all times relevant to this lawsuit, Plaintiff owned and/or resided at: 5904 Kanan  
17 Dume Road, Malibu, California 90265 (“Plaintiff’s Real Property”). The Woolsey Fire destroyed  
18 and/or severely damaged Plaintiff’s Real Property and his personal property contained therein.

19 22. The damages suffered by Plaintiff include, but are not limited to, the following:  
20 damage to, or destruction of, real and personal property; damage to, or loss of, cherished  
21 possessions; out-of-pocket expenses directly and proximately incurred as a result of the fire;  
22 alternative living expenses; evacuation expenses; and various types of emotional distress,  
23 annoyance, inconvenience, disturbance, mental anguish, and loss of quiet enjoyment of property.  
24 The damages caused by the Defendants are extensive and ongoing.

25 **V. THE DEFENDANTS**

26 23. At all times relevant herein, defendants SCE CO and EI were and are corporations  
27 authorized to do business, and were and are doing business, in the State of California, with their  
28 principal place of business in the County of Los Angeles, State of California.

1           24. Defendant EI is a holding company headquartered in Rosemead, California and is the  
2 parent company of defendant SCE CO. EI's subsidiaries, such as SCE CO, provide customers with  
3 public utility services, and services relating to the generation of energy, generation of electricity,  
4 transmission of electricity and natural gas, and the distribution of energy.

5           25. Defendant SCE CO is both an "Electrical Corporation" and a "Public Utility," as  
6 defined in Sections 218(a) and 216(a) of the *California Public Utilities Code*. SCE CO is in the  
7 business of providing electricity to the residents and businesses of Central, Coastal, and Southern  
8 California and, more particularly, to residences, businesses, and properties through a network of  
9 electrical transmission and distribution lines, including Plaintiff's Real Property.

10           26. SCE CO, which is based in Los Angeles County, is one of the nation's largest  
11 electric utilities serving a 50,000 square-mile area within Central, Coastal, and Southern California.  
12 SCE CO is wholly-owned by Edison International, which has a market cap of over \$20.5 Billion.

13           27. EI is a publicly traded company that owns and/or manages an "Electric Plant," as  
14 defined in Section 217 of the *California Public Utilities Code*, and, like its subsidiary, SCE CO, is  
15 both an "Electric Corporation" and a "Public Utility," as defined in Sections 218(a) and 216(a) of  
16 the *California Public Utilities Code*. EI develops and operates energy infrastructure assets related  
17 to the production and distribution of energy, such as: power plants, electric lines, natural gas  
18 pipelines and liquefied natural gas receipt terminals. In all, EI's assets amount to approximately  
19 \$53 Billion. Defendants are believed to have at least \$1 billion in wildfire insurance coverage.

20           28. At all times relevant herein, SCE CO and EI were suppliers of electricity to members  
21 of the public, including Plaintiff. As part of supplying electricity to members of the public, SCE CO  
22 and/or EI installed, constructed, built, maintained, and operated overhead power lines, together with  
23 supporting poles and appurtenances.

24           29. Further, on information and belief, SCE CO and EI are responsible for maintaining  
25 vegetation near, around, and in proximity to their electrical equipment in compliance with  
26 California and Federal regulations, specifically including, but not limited to: *California Public*  
27 *Resource Code* §§ 4292 and 4293; and/or *California Public Utilities Commission* General Orders 95  
28 and 165.

1           30. On information and belief, Plaintiff alleges that SCE CO and EI are jointly and  
2 severally liable for each action, and/or inaction, alleged herein, because:

- 3           a. SCE CO and EI operate as a single business enterprise—and do so out of the same  
4 building located at 2244 Walnut Grove Avenue, Rosemead, California—for the  
5 purpose of effectuating and carrying out their joint business and operations and/or for  
6 the benefit of EI;
- 7           b. SCE CO and EI do not operate as completely separate entities, but rather, integrate  
8 their resources to achieve a common business purpose;
- 9           c. SCE CO is organized and controlled, and its decisions, affairs, and business are  
10 conducted, in such a way so as to make it a mere instrumentality, agent, conduit, or  
11 adjunct of EI;
- 12           d. SCE CO’s income results from function integration, centralization of management,  
13 and economies of scale with EI;
- 14           e. The officers, managers and management of SCE CO and EI are intertwined and do  
15 not act completely independently of one another;
- 16           f. The officers, managers and management of SCE CO and EI act in the interest of a  
17 single enterprise;
- 18           g. EI has control and authority to choose and appoint SCE CO’s board members as well  
19 as its other senior officers and managers;
- 20           h. EI holds and maintains unified administrative control over SCE CO;
- 21           i. Despite the fact that they are both “Electric Companies” and “Public Utilities”, as set  
22 forth above, SCE CO and EI do not compete with one another, but rather, they have  
23 been structured and organized, and their business effectuated, so as to create a  
24 synergistic, integrated single enterprise whereby various components operate in  
25 concert one with another;
- 26           j. SCE CO and EI are insured by the same carriers and provide uniform or similar  
27 pension, health, life, and disability insurance plans for their employees;
- 28



- 1 k. SCE CO and EI have unified 401(k) plans, pension and investment plans, bonus
- 2 programs, vacation policies, and paid-time-off schedules and policies;
- 3 l. SCE CO and EI invest funds from their programs and plans through a consolidated
- 4 and/or coordinated Benefits Committee administered by common trustees and
- 5 administrators;
- 6 m. SCE CO and EI have unified personnel policies and practices and/or a consolidated
- 7 personnel organization or structure;
- 8 n. SCE CO and EI have unified accounting policies and practices dictated by EI and/or
- 9 common or integrated accounting organizations or personnel;
- 10 o. SCE CO and EI are, or previously have been, represented by common legal counsel;
- 11 p. EI's officers, directors, and other management make policies and decisions to be
- 12 effectuated by SCE CO and/or otherwise play roles in providing directions and
- 13 making decisions for SCE CO;
- 14 q. EI's officers, directors, and other management direct certain financial decisions for
- 15 SCE CO, including the amount and nature of capital outlays and/or expenditures;
- 16 r. EI's written guidelines, policies, and procedures control SCE CO's employees,
- 17 policies, and practices;
- 18 s. EI files consolidated earnings statements factoring in all revenue and losses from
- 19 SCE CO as well as consolidated tax returns, including returns seeking tax relief; and
- 20 t. EI generally directs and controls SCE CO's relationship with, and requests and
- 21 responses to inquiries from, the CPUC and uses such direction and control for the
- 22 benefit of EI.

23 31. On information and belief, Plaintiff alleges that SCE CO and EI were agents and/or  
24 employees of the other and, in acting and/or failing to act as alleged herein, SCE CO and EI were  
25 acting in the course and scope of said agency and/or employment relationship.

26 32. At all times material to this Complaint, DOES 1 through 100 were the agents and/or  
27 employees of SCE CO and/or EI, and, in acting and/or failing to act as alleged herein, were acting in  
28 the course and scope of said agency and/or employment relationship.



1           39. To meet the safety mandate set forth above, SCE is required to comply with a  
2 number of design standards for their electrical equipment, as described in *California Public Utilities*  
3 *Code* General Order 95. By way of example, in extreme fire areas, SCE must ensure that their  
4 power lines can withstand winds of up to 92 miles per hour.

5           40. Furthermore, SCE must follow several clear standards to protect the public from the  
6 consequences of vegetation and/or trees coming into contact with their power lines and other  
7 electrical equipment.

8           41. Pursuant to *California Public Resources Code* § 4292, SCE is required to “maintain  
9 around and adjacent to any pole or tower which supports a switch, fuse, transformer, lightning  
10 arrester, line junction, or dead end or corner pole, a firebreak which consists of a clearing of not less  
11 than 10 feet in each direction from the outer circumference of such pole or tower.”

12           42. Pursuant to *California Public Resources Code* § 4293, SCE is required to maintain  
13 clearances of four (4) to ten (10) feet for all of their power lines, depending on voltage. In addition,  
14 “[d]ead trees, old decadent or rotten trees, trees weakened by decay or disease and trees or portions  
15 thereof that are leaning toward the line which may contact the line from the side or may fall on the  
16 line shall be felled, cut, or trimmed so as to remove such hazard.”

17           43. And, pursuant to *California Public Resources Code* General Order 165, SCE is also  
18 required to inspect their distribution facilities to maintain a safe and reliable electric system.  
19 In particular, SCE must conduct “detailed” inspections of all of their overhead transformers in urban  
20 areas at least every five (5) years. Additionally, every ten (10) years, SCE is required to conduct  
21 “intrusive” inspections of their wooden poles that have not already been inspected and are over 15  
22 years old.

23           44. Defendants were aware, knew or should have known that such standards and  
24 regulations were merely minimum standards and that they have, and had, a continuing duty to  
25 identify vegetation that poses a foreseeable hazard to power lines and/or other electrical equipment  
26 and to manage the growth of vegetation near their power lines and equipment so as to prevent the  
27 foreseeable danger of contact between vegetation and power lines and the foreseeable risk of fire.  
28 Furthermore, SCE has and had a duty to manage, maintain, repair, and/or replace their aging

1 infrastructure in the interest of public safety.

2 45. Defendants also were aware, knew or should have known that they had a duty to  
3 maintain equipment and the surrounding vegetation in compliance with these regulations and that a  
4 failure to do so constituted negligence and would expose Plaintiff, and others, to a serious risk of  
5 property damage and economic losses caused by wildfires.

6 46. The duties and objectives set forth above could and should have been accomplished  
7 by SCE in a number of ways, including, but not limited to: placing electrical equipment  
8 underground in wildfire-prone areas; increasing the frequency and detail of their inspections;  
9 developing and implementing protocols to shut down electrical operations in emergency situations;  
10 modernizing their equipment and infrastructure; and/or obtaining an independent audit of their risk  
11 management programs and inspection efforts to ensure their comprehensiveness and effectiveness.

12 **2. SCE Knew or Should Have Known of the Foreseeable and Known**  
13 **Weather and Geographic Conditions.**

14 47. At all times relevant herein, Defendants were aware, knew or should have known,  
15 that the State of California had been in a multi-year period of severe drought.

16 48. Indeed, on January 17, 2014, the Governor of California issued an Executive Order  
17 proclaiming a State of Emergency throughout the State of California due to severe drought  
18 conditions which had existed for four (4) years at the time.

19 49. Then, on November 13, 2015, the Governor issued another Executive Order, which  
20 proclaimed: “[t]hat conditions of extreme peril to the safety of persons and property continue to  
21 exist in California due to water shortage, drought conditions and wildfires.”

22 50. And, in April 2017, the Governor issued yet another Executive Order directing state  
23 agencies, including SCE, “to continue response activities that may be needed to manage the  
24 lingering drought impacts to people and wildlife.”

25 51. In addition, Defendants were aware, knew or should have known, that Southern  
26 California frequently experiences Santa Ana wind conditions, which blow inland from desert  
27 regions across the Mojave Desert, are highly conducive to the rapid spread of wildfires and are  
28 sometimes called the “fire” or “devil” winds.

1           52.     The winds are a regular and foreseeable part of life in Southern California at the time  
2 of year of the Woolsey Fire. Everyone who lives and works in Southern California is familiar with  
3 this type of wind event.

4           53.     Defendants were aware, knew or should have known that Southern California’s  
5 natural environment, which is largely comprised of chaparral, posed an additional risk of fire.  
6 Chaparral is a coastal biome that covers approximately five (5) percent of the state of California.  
7 Because of California’s hot, dry summer and fall seasons, chaparral—already regarded as one of the  
8 most flammable vegetation complexes—is one of the most fire-prone plants in North America.  
9 Chaparral typically has multiple stems emerging from a single root crown, which not only adds to  
10 the density of the thickets but also increases the available surface area of combustible material.  
11 Indeed, hundreds of acres of chaparral can be burned in minutes and, when chaparral burns in the  
12 mountains, the thick black smoke rises through the canyons like it is going through a chimney.

13           54.     Furthermore, in the presence of Santa Ana winds, the level of moisture in chaparral  
14 plants drops—making an already combustible material even more flammable.

15                               **3.     SCE Knew or Should Have Known of the Foreseeable and Known**  
16   **Causes and Threats of Wildfire.**

17           55.     As recorded and disseminated by CAL FIRE, electrical equipment was responsible  
18 for starting wildfires in Southern California during 2015—the most recent year such statistics were  
19 published. Accordingly, Defendants were aware, knew or should have known of the foreseeable  
20 danger of wildfire should their power lines come into contact with vegetation.

21           56.     In May 2016, the CPUC adopted Fire Map 1, which is a map that “depicts areas of  
22 California where there in an elevated hazard for ignition and rapid spread of power line fires due to  
23 strong winds, abundant dry vegetation, and other environmental conditions.”

24           57.     On Fire Map 1, the area in and around the Woolsey Fire is both red and orange,  
25 indicating the highest level of elevated hazard.

26           58.     On November 8, 2017, following the devastating Northern California fires, the  
27 CPUC proposed, and subsequently adopted, new regulations to enhance safety regarding overhead  
28 electrical power lines and communications lines located in elevated fire-threat areas.

1           59. Pursuant to the new regulations implemented by the CPUC, power providers—such  
2 as SCE—are able to temporarily shut down power grids in high fire-threat areas to prevent wildfires  
3 by de-energizing their lines. However, SCE did not shut off their power grids in the area of origin  
4 of the Woolsey Fire on or about November 8, 2018.

5           60. Further, pursuant to their own guidelines, SCE was supposed to set their reclosers to  
6 “manual” mode on Red Flag, or high risk, days. On information and belief, SCE failed to set their  
7 reclosers to manual in the area of origin of the Woolsey Fire on or about November 8, 2018.

8                           **4. SCE’s History of Unsafe Utility Poles and Equipment.**

9           61. Defendants were aware, knew or should have known about the significant risk of  
10 wildfire caused by their aging and overloaded utility poles and equipment prior to the Woolsey Fire.

11                           **(a) The 2007 Fire Siege in Southern California**

12           62. In October 2007, strong Santa Ana winds swept across Southern California and  
13 caused dozens of wildfires—the worst of which were reportedly caused by downed power lines.

14           63. One of these fires was the Malibu Canyon Fire, which started on October 21, 2007  
15 at approximately 4:30 a.m. An investigation by the California Public Utilities Commission’s  
16 Safety and Enforcement Division (“SED”) determined that the fire was caused when three (3)  
17 wooden utility poles broke and fell to the ground as a result of strong Santa Ana winds in Malibu  
18 Canyon, Los Angeles County. The resulting Malibu Canyon Fire burned 3,846 acres, destroyed 14  
19 structures and 36 vehicles, and caused damage to 19 other structures.

20           64. The fire-starting utility poles and overhead supply and communications facilities  
21 identified by the SED were owned and operated by SCE, Verizon Wireless, AT&T Mobility, LLC,  
22 Spring Communications Company, LP, and NextG Networks of California.

23           65. After investigating the incident, the SED determined that SCE—and the  
24 communications companies that jointly owned and/or operated the three (3) poles along with  
25 SCE—had violated *California Public Utilities Code* General Order 95 (“GO 95”). Specifically, the  
26 SED found that the wind at the time of the fire was approximately 50 miles per hour. According to  
27 GO 95, Rule 44, the type of poles involved were required to be designed and constructed with a  
28 safety factor of 4.0—requiring them to be able to withstand winds up to 92.4 miles per hour.



1 commence pole mitigation measures as soon as possible, and not wait for the pole loading analysis  
2 to be completed.

3 **(d) SCE’s Pole Loading Program**

4 73. As part of its 2015 General Rate Case, SCE proposed a Pole Loading Program  
5 (“PLP”) to identify and remediate overloaded poles and prevent some of their 1.4 million utility  
6 poles in their service territory from becoming overloaded in the future.

7 74. SCE claims that it started the PLP in 2014, but will not complete their assessment in  
8 high fire areas until 2017 and will not complete pole remediation of overloaded poles until 2025.  
9 SCE also claims that under the PLP, a pole will be replaced between 72 hours and 59 months  
10 depending upon the safety factor and its location relative to high fire areas.

11 75. In their 2015 General Rate Case, SCE forecasted that they would perform an  
12 assessment of 205,754 poles in 2015. However, in 2015, SCE only actually performed assessments  
13 of 142,382 poles—63,372 (30%) fewer than SCE claimed it would conduct—and repaired 14,310  
14 fewer overloaded poles than it had forecasted.

15 76. In addition, SCE’s PLP has experienced substantial delays due, in part, to problems  
16 with the software program it is using to calculate the pole loading safety factors for their poles.

17 77. In their 2015 General Rate Case, SCE estimated that 22% of their utility poles were  
18 overloaded. However, in their 2018 General Rate Case, SCE disclosed that they modified their  
19 software used to calculate pole loading safety factors and that these revisions reduced the  
20 percentage of poles needing remediation to just 9%.

21 78. Additionally, in their 2018 General Rate Case, SCE disclosed that they had failed to  
22 meet their 2015 projections to assess and repair overloaded poles. Specifically, SCE admitted that  
23 they had only conducted 142,519 out of the projected 205,000 pole assessments and that they had  
24 only conducted repairs on 569 poles in 2015.

25 79. As a result, SCE announced that it was changing the duration of their PLP from 7  
26 years to 10 years to allow for fewer pole assessments each year and claimed “repairs may be  
27 completed one or two years after the assessment, depending on whether the pole is in a high fire or  
28 non-fire area.”





1 assessments and resulting remediation work in Malibu Canyon and surrounding areas. Under the  
2 settlement agreement with the CPUC, SCE admitted it violated the law by not taking prompt action  
3 to prevent their poles in Malibu Canyon from becoming overloaded. Further, SCE admitted that a  
4 replacement pole did not comply with the CPUC's safety regulations for new construction, which  
5 should have prompted SCE to take steps to remedy the situation, but did not.

6 86. Also in 2007, SCE was found liable for the 2007 Nightsky Fire in Ventura County.  
7 The fire burned 53 acres and started when sagging, overloaded power lines arched and sparked. The  
8 jury determined that SCE had not properly maintained their power lines, that there were problems  
9 with insulators or conductors on SCE's poles, and that phase-to-ground faults, relay-tripping, and  
10 phase-to-phase imbalances indicated the existence of a chronic, unfixed hazard.

11 87. In 2011, the U.S. Government successfully sued SCE for a wildfire in the San  
12 Bernardino National Forest in which a tree fell onto SCE power lines, emitting molten aluminum  
13 and starting the fire. The U.S. Government alleged that SCE should have removed the tree prior to  
14 the fire during their inspection and maintenance. In the end, the U.S. Government received a \$9.4  
15 million verdict for fire suppression costs and rehabilitation of the forest.

16 88. In November and December of 2011, Santa Ana winds again swept through SCE's  
17 territory, knocking down utility facilities, uprooting trees, and causing prolonged power outages.  
18 Over 200 wood utility poles and 1,000 overhead electrical lines were affected by the winds. The  
19 SED performed an investigation and concluded that SCE—and communication providers who  
20 jointly owned and operated utility poles—violated the CPUC's standards because at least 21 poles  
21 and 17 wires were overloaded in violation of safety factor requirements. The CPUC fined SCE  
22 \$16.5 million.

23 89. On February 6, 2015, the Round Fire was started when a tree fell into an energized  
24 12kV power line owned, maintained, and operated by SCE. The failure of SCE and their  
25 contractors to reasonably and properly inspect and maintain the trees in the area of their power line,  
26 as well as SCE's faulty operation of their power grid circuit, were determined to have caused the  
27 Round Fire. The Round Fire burned 7,000 acres, destroyed 53 structures, and damaged numerous  
28 others.





1 Nevertheless, Defendants, and each of them, failed to take reasonable precautions to protect  
2 adjoining property owners against the foreseeable risk of harm created by their activities.

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

8 104. The negligence of Defendants was a substantial factor in causing Plaintiff's damages.

9 105. Defendants negligently breached their duties by, among other things:

- 10 a. Failing to conduct reasonably prompt, proper and frequent inspections of the  
11 electrical transmission lines, wires, and associated equipment;
- 12 b. Failing to design, construct, operate, monitor, and/or maintain high voltage  
13 transmission and distribution lines and equipment in a manner that avoids  
14 igniting fire during long, dry seasons and allows those lines and equipment to  
15 withstand foreseeable conditions to avoid igniting fires;
- 16 c. Failing to maintain and/or monitor high voltage transmission and distribution  
17 lines in fire prone areas to avoid igniting and/or spreading fires;
- 18 d. Failing to install the equipment necessary, and/or to inspect and repair the  
19 equipment installed, to prevent electrical transmission and distribution lines  
20 from improperly sagging, operating or making contact with other metal wires  
21 placed on their poles, thereby igniting fires;
- 22 e. Failing to keep equipment in a safe condition at all times to prevent fires;
- 23 f. Failing to inspect fixtures and/or vegetation within proximity to energized  
24 transmission and distribution lines;
- 25 g. Failing to de-energize power lines during fire prone conditions;
- 26 h. Failing to de-energize power lines after the fire's ignition;
- 27 i. Failing to properly train and supervise employees and/or agents responsible  
28 for maintenance and inspection of the distribution lines;

1 j. Failing to implement and/or follow regulations and reasonably prudent  
2 practices to avoid fire ignition; and/or

3 k. Failing to properly investigate, monitor, and/or maintain vegetation sufficient  
4 to mitigate the risk of fire.

5 106. Defendants' failure to comply with their duty of care proximately caused damage to  
6 Plaintiff.

7 107. As a further direct and proximate result of Defendants' negligence, Plaintiff suffered  
8 damages including, but not limited to, property damage, loss of cherished possessions, emotional  
9 distress, annoyance, disturbance, inconvenience, mental anguish, loss of quiet enjoyment of his  
10 property, and costs related to Plaintiff's evacuation and displacement in an amount to be proven at  
11 trial.

12 108. Further, the conduct alleged against Defendants in this complaint was despicable and  
13 subjected Plaintiff to cruel and unjust hardship in conscious disregard of his rights, constituting  
14 oppression, for which Defendants must be punished by punitive and exemplary damages in an  
15 amount according to proof at trial. Defendants' conduct was carried on with a willful and conscious  
16 disregard for the rights and safety of Plaintiff, constituting malice, for which Defendants must be  
17 punished by punitive and exemplary damages according to proof. An officer, director, or managing  
18 agent of SCE personally committed, authorized and/or ratified the despicable and wrongful conduct  
19 alleged in this complaint.

20 **THIRD CAUSE OF ACTION**

21 **(Trespass)**

22 **(Against all Defendants)**

23 109. Plaintiff hereby re-alleges and incorporates by reference each and every allegation  
24 contained above as though fully set forth herein.

25 110. At all times relevant herein, Plaintiff was the owner, tenant, and/or lawful occupier of  
26 property damaged by the Woolsey Fire.

27 111. Defendants negligently allowed the Woolsey Fire to ignite and/or spread out of  
28 control, which caused damage to Plaintiff.

1 112. Plaintiff did not grant permission to Defendants to cause the Woolsey Fire to enter  
2 his property.

3 113. As a direct, proximate and substantial cause of the trespass, Plaintiff has suffered,  
4 and will continue to suffer, damages including, but not limited to, damage to personal property,  
5 discomfort, annoyance, inconvenience, mental anguish, nuisance, loss of quiet enjoyment, and  
6 emotional distress in an amount to be proven at trial.

7 114. To the extent that Plaintiff's land was under cultivation or used for the raising of  
8 livestock, Plaintiff is entitled to recover compensation for his losses and damages and is entitled to  
9 recover all attorneys' fees, expert fees, consultant fees, and litigation costs and expenses, as allowed  
10 under *California Code of Civil Procedure* § 1021.9.

11 115. To the extent that Plaintiff suffered damage to timber, trees, or underwood as a result  
12 of Defendants' trespass, Plaintiff seeks treble or double damages for wrongful injuries to the  
13 property inclusive of timber, trees, or underwood on the property, as permitted by *California Civil*  
14 *Code* § 3346.

15 116. Further, the conduct alleged against Defendants in this complaint was despicable and  
16 subjected Plaintiff to cruel and unjust hardship in conscious disregard for his rights, constituting  
17 oppression, for which Defendants must be punished by punitive and exemplary damages in an  
18 amount according to proof. Defendants' conduct was carried on with a willful and conscious  
19 disregard of the rights and safety of Plaintiff, constituting malice, for which Defendants must be  
20 punished by punitive and exemplary damages according to proof. An officer, director, or managing  
21 agent of SCE personally committed, authorized and/or ratified the despicable and wrongful conduct  
22 alleged in this complaint.

23 **FOURTH CAUSE OF ACTION**

24 **(Nuisance)**

25 **(Against all Defendants)**

26 117. Plaintiff hereby re-alleges and incorporates by reference each and every allegation  
27 contained above as though fully set forth herein.

28 118. Defendants' actions, conduct, omissions, negligence, trespass, and/or failure to act

1 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiff's property, invaded  
2 Plaintiff's right to use the property and interfered with Plaintiff's enjoyment of the property, causing  
3 Plaintiff to suffer unreasonable harm and substantial actual damages constituting a nuisance,  
4 pursuant to *California Civil Code* § 3479.

5 119. As a direct and proximate result of the conduct of Defendants, Plaintiff sustained  
6 losses and damages including, but not limited to, damage to property, discomfort, annoyance,  
7 inconvenience, loss of quiet enjoyment, mental anguish and emotional distress in an amount to be  
8 proven at trial.

9 120. Further, the conduct alleged against Defendants in this complaint was despicable and  
10 subjected Plaintiff to cruel and unjust hardship in conscious disregard of his rights, constituting  
11 oppression, for which Defendants must be punished by punitive and exemplary damages in an  
12 amount according to proof. Defendants' conduct was carried on with a willful and conscious  
13 disregard for the rights and safety of Plaintiff, constituting malice, for which Defendants must be  
14 punished by punitive and exemplary damages according to proof. An officer, director, or managing  
15 agent of SCE personally committed, authorized and/or ratified the despicable and wrongful conduct  
16 alleged in this complaint.

17 **FIFTH CAUSE OF ACTION**

18 **(Negligence Per Se)**

19 **(Against all Defendants)**

20 121. Plaintiff hereby re-alleges and incorporates by reference each and every allegation  
21 contained above as though fully set forth herein.

22 122. At all times relevant herein, Defendants had a duty to properly design, construct,  
23 operate, maintain, inspect, and manage their electrical infrastructure as well as trim trees and  
24 vegetation in compliance with all relevant provisions of applicable orders, decisions, directions,  
25 rules or statutes, including those delineated by, but not limited to, *California Public Utilities*  
26 *Commission* General Order 95, Rules 31.2 and 38, *California Public Resources Code* § 4435, and  
27 *California Public Utilities Commission* General Order 165.

28



1           123. The violation of a legislative enactment or administrative regulation which defines a  
2 minimum standard of conduct is unreasonable *per se*.

3           124. Defendants violated the above by, among other things:

- 4           a. Failing to service, inspect and/or maintain electrical infrastructure, structures  
5 and vegetation affixed, and/or in proximity, to high voltage electrical lines;
- 6           b. Failing to provide electrical supply systems of suitable design;
- 7           c. Failing to construct and/or maintain electrical supply systems for their  
8 intended use of safe transmission of electricity considering the known  
9 condition of the combination of the dry season and vegetation of the area,  
10 resulting in Plaintiff being susceptible to the ignition and/or spread of fire and  
11 fire hazard and the dangers of electricity and electrical transmission and  
12 distribution;
- 13           d. Failing to properly design, construct, operate, maintain, inspect and/or  
14 manage their electrical supply systems and the surrounding vegetation  
15 resulting in said vegetation igniting and accelerating the spread of the fire;
- 16           e. Failing to properly safeguard against the ignition of fire during the course and  
17 scope of performed on behalf of SCE by employees and/or agents; and/or
- 18           f. Failing to comply with the enumerated legislative enactments and  
19 administrative regulations.

20           125. Defendants' violation of *California Public Utilities Commission* General Order 95,  
21 Rules 31.2 and 38, *California Public Resources Code* § 4435, and/or *California Public Utilities*  
22 *Commission* General Order 165 proximately and substantially caused the destruction, damage and  
23 injury to Plaintiff.

24           126. Plaintiff was and is within the class of protected persons for whom *California Public*  
25 *Utilities Commission* General Order 95, Rules 31.2 and 38, *California Public Resources Code* §  
26 4435, and/or *California Public Utilities Commission* General Order 165 were adopted.

27           127. Defendants are liable to Plaintiff for all losses, damages and injuries caused by, and  
28 resulting from, Defendants' violation of *California Public Utilities Commission* General Order 95,

1 Rules 31.2 and 38, *California Public Resources Code* § 4435, and *California Public Utilities*  
2 *Commission* General Order 165 in an amount to be proven at trial.

3 128. Further, the conduct alleged against Defendants in this complaint was despicable and  
4 subjected Plaintiff to cruel and unjust hardship in conscious disregard of his rights, constituting  
5 oppression, for which Defendants must be punished by punitive and exemplary damages in an  
6 amount according to proof. Defendants' conduct was carried on with a willful and conscious  
7 disregard of the rights and safety of Plaintiff, constituting malice, for which Defendants must be  
8 punished by punitive and exemplary damages according to proof. An officer, director, or managing  
9 agent of SCE personally committed, authorized and/or ratified the despicable and wrongful conduct  
10 alleged in this complaint.

11 **SIXTH CAUSE OF ACTION**

12 **(Violation of *California Public Utilities Code* § 2106)**

13 **(Against all Defendants)**

14 129. Plaintiff hereby re-alleges and incorporates by reference each and every allegation  
15 contained above as though fully set forth herein.

16 130. As a "Public Utility" and employees of a "Public Utility," as defined by the  
17 *California Public Utilities Code*, Defendants are legally required to comply with the rules and  
18 orders promulgated by the CPUC, pursuant to *California Public Utilities Code* § 702.

19 131. A Public Utility that performs, or fails to perform, an act required to be done by the  
20 California Constitution, a law of the State, or a regulation or order of the CPUC, which leads to the  
21 loss or injury, is liable for that loss or injury, pursuant to *California Public Utilities Code* § 2106.

22 132. As Public Utilities, Defendants are required to provide, maintain, and service  
23 equipment and facilities in a manner adequate to maintain the safety, health and convenience of  
24 their customers and the public, pursuant to *California Public Utilities Code* § 451.

25 133. Defendants are also required to design, engineer, construct, operate, and maintain  
26 electrical supply lines in a manner consonant with their use, taking into consideration local  
27 conditions and other circumstances, so as to provide safe and adequate electric service, pursuant to  
28 *California Public Utility Commission* General Order 95, Rule 33.1 and General Order 165.



1           140. Further, the conduct alleged against Defendants in this complaint was despicable and  
2 subjected Plaintiff to cruel and unjust hardship in conscious disregard of his rights, constituting  
3 oppression, for which Defendants must be punished by punitive and exemplary damages in an  
4 amount according to proof. Defendants' conduct was carried on with a willful and conscious  
5 disregard of the rights and safety of Plaintiff, constituting malice, for which Defendants must be  
6 punished by punitive and exemplary damages according to proof. An officer, director, or managing  
7 agent of SCE personally committed, authorized and/or ratified the despicable and wrongful conduct  
8 alleged in this complaint.

9 ///  
10 ///  
11 ///  
12 ///  
13 ///  
14 ///  
15 ///  
16 ///  
17 ///  
18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1 **PRAYER FOR RELIEF**

2 Plaintiff seeks the following damages in an amount according to proof at the time of trial:

3 **For Inverse Condemnation**

- 4 (1) Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal  
5 and/or real property;
- 6 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiff's real and/or personal  
7 property;
- 8 (3) Loss of wages, earning capacity and/or business profits and/or any related relocation  
9 and/or displacement expenses;
- 10 (4) All costs of suit, including attorneys' fees, expert fees, and related costs;
- 11 (5) Any and all relief, compensation, and/or measure of damages available to Plaintiff by  
12 law based on the injuries and damages suffered by Plaintiff;
- 13 (6) Prejudgment interest commencing on November 8, 2018; and
- 14 (7) For such other just and further relief as the Court deems proper, all according to  
15 proof.

16 **For Negligence, Trespass, Nuisance, Negligence Per Se, Violation of California Public Utilities**

17 **Code § 2106 and Violation of California Health & Safety Code § 13007**

- 18 (1) General and/or special damages for all damages to real and/or personal property;
- 19 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiff's real and/or personal  
20 property;
- 21 (3) Loss of wages, earning capacity, goodwill, and/or business profits or proceeds and/or  
22 any related relocation and/or displacement expenses;
- 23 (4) Evacuation expenses and/or alternate living expenses;
- 24 (5) Erosion damage to real property;
- 25 (6) Past and/or future incidental expenses;
- 26 (7) General damages for emotional distress, fear, annoyance, disturbance,  
27 inconvenience, mental anguish, and loss of quiet enjoyment of property;
- 28 (8) Attorneys' fees, expert fees, consultant fees and/or litigation costs and expenses, as



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JURY TRIAL DEMAND**

Plaintiff hereby respectfully demands a jury trial on all causes of action for which a jury is available under the law.

DATED: February 25, 2019

By:  \_\_\_\_\_

**ENGSTROM, LIPSCOMB & LACK**

Walter J. Lack  
Daniel G. Whalen  
Gregory P. Waters  
*Attorneys for Plaintiff David T. Dreier*

**QUINN EMANUEL URQUHART & SULLIVAN, LLP**

Kenneth R. Chiate  
Jeffery D. McFarland  
Grant J. Maxwell  
*Attorneys for Plaintiff David T. Dreier*