

1 ALEXANDER ROBERTSON, IV (State Bar No. 127042)

arobertson@arobertsonlaw.com

2 ROBERTSON & ASSOCIATES, LLP

32121 Lindero Canyon Road, Suite 200

Westlake Village, California 91361

Telephone.: (818) 851-3850

4 ROGER N. BEHLE, JR. (State Bar No. 174755)

rbehle@foleybezek.com

5 ROBERT A. CURTIS (State Bar No. 203870)

rcurtis@foleybezek.com

6 KEVIN D. GAMARNIK (State Bar No. 273445)

kgamarnik@foleybezek.com

7 FOLEY BEZEK BEHLE & CURTIS, LLP

15 West Carrillo Street

Santa Barbara, California 93101

Telephone: (805) 962-9495

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/08/2025 4:35 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Trinh, Deputy Clerk

JAY C. GANDHI (State Bar No. 192613)

jg@gandhilawgroup.com

GANDHI LAW GROUP

2450 Colorado Ave, Suite 100E

Santa Monica, California 90404

Telephone: (310) 800-1531

10 Attorneys for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

13 DAN GRIGSBY, an individual; KAREN
14 GRIGSBY, an individual; GRIGSBY
FAMILY TRUST; DAN GRIGSBY, as
Trustee of the GRIGSBY FAMILY TRUST;
15 KAREN GRIGSBY, as Trustee of the
GRIGSBY FAMILY TRUST; ROBERT
16 FLUTIE, an individual; ABUNDANT
SUCCESS, LLC d/b/a FLOUR CAFÉ AND
17 PIZZERIA; ANDREA LOEWEN, an
individual; JEFFREY BAZYLER, an
18 individual; DANIEL CORREA DE TOLEDO,
an individual; AIDA GARCIA-TOLEDO, an
19 individual; JOHN FERBAS, an individual;
KATHIE FERBAS, an individual; ASHLEY
20 FERBAS, an individual; FERBAS FAMILY
TRUST; JOHN FERBAS, as Trustee of the
21 FERBAS FAMILY TRUST; KATHIE
FERBAS, as Trustee of the FERBAS
22 FAMILY TRUST; PETER PARTAIN, an
individual; LISA PARTAIN, an individual;
23 MILES PARTAIN, an individual; MARCUS
PARTAIN, an individual; YELENA ENTIN,
24 an individual; ANNA ENTIN, an individual;
YELENA ENTIN LIVING TRUST; YELENA
25 ENTIN, as Trustee of the YELENA ENTIN
LIVING TRUST; BORIS YERUHIM, an
26 individual; ALLA YERUHIM, an individual;
YERUHIM FAMILY TRUST; BORIS
27 YERUHIM, as Trustee of the YERUHIM
FAMILY TRUST; ALLA YERUHIM, as
28 Trustee of the YERUHIM FAMILY TRUST;

Case No. 25STCV00832

**NOTICE OF LODGING INDIVIDUAL
PLAINTIFFS' MASTER COMPLAINT**

Assigned for All Purposes to:
Hon. Samantha Jessner, Department 7

Action Filed: January 13, 2025
Trial Date: Not set.

1 KRISTIN ARMFIELD, an individual;
2 KRISTIN ARMFIELD TRUST; KRISTIN
3 ARMFIELD, as Trustee of the KRISTIN
4 ARMFIELD TRUST,

5 Plaintiffs,

6 vs.

7 CITY OF LOS ANGELES ACTING BY AND
8 THROUGH THE LOS ANGELES
9 DEPARTMENT OF WATER AND POWER,
10 a government entity; CITY OF LOS
11 ANGELES, a government entity;
12 CALIFORNIA DEPARTMENT OF PARKS
13 AND RECREATION, a government entity;
14 STATE OF CALIFORNIA; and DOES 1
15 through 50, inclusive,

16 Defendants.

17 AND ALL RELATED CASES.

18 Pursuant to the Court's September 8, 2025 Minute Order, Plaintiffs hereby lodge a copy of
19 the Individual Plaintiffs' Master Complaint, attached hereto as Exhibit "A." It is anticipated by
20 Liaison Counsel that the Master Complaint will be adopted by individual plaintiffs through the
21 filing of Short Form Complaints pursuant to further orders of the Court.

22 Dated: October 8, 2025

ROBERTSON & ASSOCIATES, LLP

23 By:

24 
Alexander Robertson, IV

25 FOLEY BEZEK BEHLE & CURTIS, LLP
26 Roger N. Behle, Jr.
27 Robert A. Curtis
28 Kevin D. Gamarnik

GANDHI LAW GROUP
Jay C. Gandhi

Attorneys for Plaintiffs

EXHIBIT A

ROBERTSON & ASSOCIATES, LLP
Alexander Robertson, IV (State Bar No. 127042)
arobertson@arobertsonlaw.com
32121 Lindero Canyon Road, Suite 200
Westlake Village, California 91361
Tel.: (818) 851-3850

FOLEY BEZEK BEHLE & CURTIS, LLP
Roger N. Behle, Jr. (State Bar No. 174755)
rbehle@foleybezek.com
Robert A. Curtis (State Bar No. 203870)
rcurtis@foleybezek.com
Kevin D. Gamarnik (State Bar No. 273445)
kgamarnik@foleybezek.com
15 West Carrillo Street
Santa Barbara, California 93101
Tel.: (805) 962-9495

BOYLE LAW PC
Kevin R. Boyle (State Bar No. 192718)
kevin@boylelaw.com
Matthew Stumpf (State Bar No. 301867)
matthew@boylelaw.com
24025 Park Sorrento, Suite 100-1
Calabasas, California 91302
Tel.: (310) 310-3995

MCNULTY LAW FIRM
Peter McNulty (State Bar No. 89660)
peter@mcnultylaw.com
Brett Rosenthal, Esq. (State Bar No. 230154)
brett@mcnultylaw.com
827 Moraga Drive
Los Angeles, California 90049
Tel.: (310) 471-2707

Liaison Counsel for Individual Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

DAN GRIGSBY, et al.,

Plaintiffs,

vs.

Lead Case No. 25STCV00832
And All Related Cases

**INDIVIDUAL PLAINTIFFS' MASTER
COMPLAINT**

JURY TRIAL DEMANDED

Assigned for All Purposes to:
Hon. Samantha Jessner, Department 7

Action Filed: January 13, 2025
Trial Date: Not set.

CITY OF LOS ANGELES ACTING BY AND
THROUGH THE LOS ANGELES
DEPARTMENT OF WATER AND POWER,
a government entity; CITY OF LOS
ANGELES, a government entity;
CALIFORNIA DEPARTMENT OF PARKS
AND RECREATION, a government entity;
STATE OF CALIFORNIA; SOUTHERN
CALIFORNIA EDISON COMPANY, a
California corporation; EDISON
INTERNATIONAL, a California corporation;
CHARTER COMMUNICATIONS, a
Delaware corporation; FRONTIER
COMMUNICATIONS, a Delaware
corporation; AT&T, Inc., a Delaware

1 corporation; COUNTY OF LOS ANGELES, a
2 government entity; LAS VIRGENES
3 MUNICIPAL WATER DISTRICT, a public
4 utility; SEMPRA ENERGY, a California
5 corporation; SOUTHERN CALIFORNIA
6 GAS COMPANY, a California corporation; J.
7 PAUL GETTY TRUST, a California
8 charitable trust; MOUNTAIN RECREATION
9 AND CONSERVATION AUTHORITY, and
10 DOES 1 through 50, inclusive,

11
12 Defendants.

13
14 AND ALL RELATED CASES

15 ///

16 ///

17 ///

TABLE OF CONTENTS

INTRODUCTION.....	1
JURISDICTION AND VENUE.....	2
THE PLAINTIFFS	3
THE DEFENDANTS: GOVERNMENTAL ENTITES	3
THE DEFENDANTS: NON-PUBLIC ENTITES	5
THE DEFENDANTS: PALISADES BOWL DEFENDANTS	7
FACTUAL ALLEGATIONS.....	9
A. Defendants Had Notice of The Life-Threatening Destructive Santa Ana Wind Event.....	9
B. Defendants Had Knowledge Of the History Of Destructive Wildfires In Topanga State Park	14
C. The January 1, 2025 Lachman Fire	17
D. The Palisades Fire Erupts on January 7, 2025	26
E. During The Initial Attack Of The Fire There Were No “Hurricane Force” Winds.....	33
F. LADWP’S Water Supply System is a Public Improvement that Collapsed Due To A Lack Of Water Pressure.....	36
G. The Santa Ynez Reservoir And Palisades Reservoir, Critical Water Resources For The Palisades, Were Empty During The Palisades Fire	51
H. The Empty Santa Ynez And Palisades Reservoirs Forced Water-Dropping Helicopters To Refill Their Tanks Miles Away During The Critical Initial Attack Of The Fire	64
I. LADWP’s Aging Overhead Electrical Equipment Failed During the January 7, 2025 Wind Event Which Caused Multiple Fires Throughout Pacific Palisades	68
1. LADWP’s Wood Poles Failed.	68
2. LADWP’s Power Equipment Failed and the Failure to De-Energize DS-29.	69
3. Some LADWP Distribution Stations Had Antiquated Equipment Which Did Not Allow LADWP To Remotely Block Its Reclosers During the Red Flag Alert.....	72

1	J. Following Years of Warnings, the Fire Spreads from the Getty Villa’s Unmaintained,	
2	Overgrown Brush to Adjacent Neighborhoods, Including Castellammare and Pacific	
3	View Estates	81
4	K. Overgrown Brush On City-Owned Vacant Lots Caught Fire And Destroyed Homes	
5	In The Castellammare Section Of Pacific Palisades.....	87
6	L. Overgrown Brush On State-Owned Vacant Lots Caught Fire And Destroyed Homes In	
7	Pacific Palisades	92
8	M. Overgrown Brush On MRCA-Owned Vacant Lots Caught Fire and Destroyed Homes	
9	In Pacific Palisades and Malibu.....	96
10	N. SCE’s Wood Power Poles Failed Which Contributed To The Destruction of Homes in	
11	Malibu.....	98
12	O. The Communication Defendants Failed To Meet Their Joint Responsibility To Ensure	
13	Public Safety, Including Ensuring Their Communications Equipment Did Not Overload	
14	LADWP’s Wood Utility Poles	102
15	P. Defendant Las Virgenes Municipal Water District (“LVMWD”) caused damages to the	
16	Plaintiffs in its service area.....	106
17	Q. Defendant L.A. County Waterworks District 29 (“LACWD29”) caused damages to the	
18	Plaintiffs in its service area.....	107
19	R. The Palisades Bowl Owners and Manager Failed To Meet Their Responsibilities the	
20	Palisades Bowl Residents and Thereby Contributed to the Harm Suffered by the	
21	Palisades Bowl Residents	108
22	T. Southern California Gas Company’s Natural Gas Lines Caused Homes to Explode,	
23	Adding High-Energy Fuel to the Palisades Fire and Causing More Damage	110
24	FIRST CAUSE OF ACTION	
25	By Plaintiffs For Dangerous Condition of Public Property Against Defendants STATE OF	
26	CALIFORNIA and CA STATE PARKS, and DOES 1- 50	113
27	SECOND CAUSE OF ACTION	
28	By Plaintiffs For Public Nuisance Against Defendant CA STATE PARKS, and DOES	
	1- 50	116
	THIRD CAUSE OF ACTION	
	By Plaintiffs For Dangerous Condition of Public Property Against Defendant STATE OF	
	CALIFORNIA, and DOES 1- 50.....	118

1	FOURTH CAUSE OF ACTION	
2	By Plaintiffs For Public Nuisance Against Defendant STATE OF CALIFORNIA and	
3	DOES 1- 50.....	119
4	FIFTH CAUSE OF ACTION	
5	By Plaintiffs For Inverse Condemnation (Powerlines) Against Defendant LADWP and	
6	DOES 1-50.....	120
7	SIXTH CAUSE OF ACTION	
8	By Plaintiffs For Inverse Condemnation (Water Supply System) Against Defendant LADWP	
9	and DOES 1-50.....	121
10	SEVENTH CAUSE OF ACTION	
11	By Plaintiffs For Dangerous Condition of Public Property (Powerlines) Against Defendant	
12	LADWP, and DOES 1- 50.....	123
13	EIGHTH CAUSE OF ACTION	
14	By Plaintiffs For Public Nuisance (Powerlines) Against Defendant LADWP, and DOES	
15	1- 50	124
16	NINTH CAUSE OF ACTION	
17	By Plaintiffs For Dangerous Condition of Public Property Against Defendant CITY OF	
18	LOS ANGELES, and DOES 1- 50	126
19	TENTH CAUSE OF ACTION	
20	By Plaintiffs For Public Nuisance Against Defendant CITY OF LOS ANGELES, and	
21	DOES 1- 50.....	127
22	ELEVENTH CAUSE OF ACTION	
23	By Plaintiffs For Inverse Condemnation (Power Poles) Against Defendant SCE and	
24	DOES 1-50.....	129
25	TWELFTH CAUSE OF ACTION	
26	By Plaintiffs For Negligence Against Defendants, SCE and Does 1-50	130
27	THIRTEENTH CAUSE OF ACTION	
28	By Plaintiffs For Trespass Against Defendants SCE and DOES 1-20	133
	FOURTEENTH CAUSE OF ACTION	
	By Plaintiffs For Private Nuisance Against Defendants and DOES 1-20	134
	FIFTEENTH CAUSE OF ACTION	
	By Plaintiffs For Public Nuisance Against Defendants SCE and DOES 1-20.....	135
	SIXTEENTH CAUSE OF ACTION	
	By Plaintiffs For Premises Liability Against Defendants SCE and DOES 1-20.....	137

1	SEVENTEENTH CAUSE OF ACTION	
2	By Plaintiffs For Violation of Public Utilities Code § 2106 Against Defendant SCE and	
3	DOES 1-20.....	137
4	EIGHTEENTH CAUSE OF ACTION	
5	By Plaintiffs For Violation of Health & Safety Code § 13007 Against Defendant SCE and	
6	DOES 1-20.....	138
7	NINETEENTH CAUSE OF ACTION	
8	By Plaintiffs For Inverse Condemnation (Overloaded Poles) Against Communications	
9	Defendants and DOES 1-50.....	139
10	TWENTIETH CAUSE OF ACTION	
11	By Plaintiffs For Negligence Against Communications Defendants (Overloaded Poles) and	
12	DOES 1-50.....	140
13	TWENTY-FIRST CAUSE OF ACTION	
14	By Plaintiffs For Trespass Against Communications Defendants and DOES 1-20	143
15	TWENTY-SECOND CAUSE OF ACTION	
16	By Plaintiffs For Private Nuisance Against Communications Defendants and DOES	
17	1-20	144
18	TWENTY-THIRD CAUSE OF ACTION	
19	By Plaintiffs For Public Nuisance Against Communications Defendants and DOES	
20	1-20	145
21	TWENTY-FOURTH CAUSE OF ACTION	
22	By Plaintiffs For Premises Liability Against Communications Defendants and DOES	
23	1-20	146
24	TWENTY-FIFTH CAUSE OF ACTION	
25	By Plaintiffs For Violation of Health & Safety Code § 13007 Against Communications	
26	Defendants and DOES 1-20.....	147
27	TWENTY-SIXTH CAUSE OF ACTION	
28	By Plaintiffs For Inverse Condemnation Against LVMWD and DOES 1-20.....	148
	TWENTY-SEVENTH CAUSE OF ACTION	
	By Plaintiffs For Dangerous Condition of Public Property Against LVMWD and	
	DOES 1-20.....	149
	TWENTY-EIGHTH CAUSE OF ACTION	
	By Plaintiffs For Public Nuisance Against LVMWD and DOES 1-20	150
	TWENTY-NINTH CAUSE OF ACTION	
	By Plaintiffs For Inverse Condemnation Against LACWD29 and DOES 1-20.....	152

1	THIRTIETH CAUSE OF ACTION	
2	By Plaintiffs For Dangerous Condition Against LACWD29 and DOES 1-20.....	153
3	THIRTY-FIRST CAUSE OF ACTION	
4	By Plaintiffs For Public Nuisance Against LACWD29 and DOES 1-20.....	154
5	THIRTY-SECOND CAUSE OF ACTION	
6	By Plaintiffs For Negligence Against MRCA and DOES 1-20.....	156
7	THIRTY-THIRD CAUSE OF ACTION	
8	By Plaintiffs For Trespass Against MRCA and DOES 1-20.....	158
9	THIRTY-FOURTH CAUSE OF ACTION	
10	By Plaintiffs For Public Nuisance Against MRCA and DOES 1-20.....	160
11	THIRTY-FIFTH CAUSE OF ACTION	
12	By Plaintiffs For Premises Liability Against MRCA and DOES 1-20	162
13	THIRTY-SIXTH CAUSE OF ACTION	
14	By Plaintiffs For Violation of Health & Safety Code § 13007 Against MRCA and	
15	DOES 1-20.....	162
16	THIRTY-SEVENTH CAUSE OF ACTION	
17	By Plaintiffs For Dangerous Condition of Public Property Against MRCA and DOES	
18	1-20	163
19	THIRTY-EIGHTH CAUSE OF ACTION	
20	By Plaintiffs For Inverse Condemnation (Natural Gas) Against Defendant SoCalGas and	
21	DOES 1-20.....	164
22	THIRTY-NINTH CAUSE OF ACTION	
23	By Plaintiffs For Negligence Against Defendant SoCalGas and DOES 1-20.....	165
24	FORTIETH CAUSE OF ACTION	
25	By Plaintiffs For Trespass Against Defendant SoCalGas and DOES 1-20.....	168
26	FORTY-FIRST CAUSE OF ACTION	
27	By Plaintiffs For Private Nuisance Against Defendant SoCalGas and DOES 1-20.....	169
28	FORTY-SECOND CAUSE OF ACTION	
	By Plaintiffs For Public Nuisance Against Defendant SoCalGas and DOES 1-20.....	169
	FORTY-THIRD CAUSE OF ACTION	
	By Plaintiffs For Premises Liability Against Defendant SoCalGas and DOES 1-20.....	171

1	FORTY-FOURTH CAUSE OF ACTION	
2	By Plaintiffs For Violation of Health & Safety Code § 13007 Against Defendant SoCalGas	
3	and DOES 1-20.....	172
4	FORTY-FIFTH CAUSE OF ACTION	
5	By Plaintiffs For Negligence Against Defendant J. Paul Getty Trust, and DOES 1-20.....	172
6	FORTY-SIXTH CAUSE OF ACTION	
7	By Plaintiffs For Public Nuisance Against Defendant J. Paul Getty Trust, and DOES	
8	1-20	174
9	FORTY-SEVENTH CAUSE OF ACTION	
10	By Plaintiffs For Private Nuisance Against Defendant J. Paul Getty Trust, and DOES	
11	1-20	175
12	FORTY-EIGHTH CAUSE OF ACTION	
13	By Plaintiffs For Trespass Against Defendant J. Paul Getty Trust, and DOES 1-20.....	176
14	FORTY-NINTH CAUSE OF ACTION	
15	By Plaintiffs For Violation of Health & Safety Code § 13007 and 13008 Against Defendant	
16	J. Paul Getty Trust and DOES 1-20.....	177
17	FIFTIETH CAUSE OF ACTION	
18	By Plaintiffs For Negligence Against Defendants PALISADES BOWL OWNERS AND	
19	MANAGER and DOES 1-20.....	178
20	FIFTY-FIRST CAUSE OF ACTION	
21	By Plaintiffs For Public Nuisance Against Defendants PALISADES BOWL OWNERS	
22	AND MANAGER and DOES 1-20	179
23	FIFTY-SECOND CAUSE OF ACTION	
24	By Plaintiffs For Private Nuisance Against Defendants PALISADES BOWL OWNERS	
25	AND MANAGER and DOES 1-20	181
26	FIFTY-THIRD CAUSE OF ACTION	
27	By Plaintiffs For Breach of Contract Against Defendants PALISADES BOWL OWNERS	
28	AND MANAGER and DOES 1-20	182
	PRAYER FOR RELIEF	184
	JURY TRIAL DEMANDED	186

Pursuant to the Court’s Order, dated September 8, 2025, Individual Plaintiffs file this Master Complaint for adoption or amendment.

INTRODUCTION

1. This case arises from the deadly Palisades Fire, which reportedly began January 7, 2025, at approximately 10:30 a.m. on the Temescal Canyon Trail near Skull Rock on land owned and controlled by the State of California, in Pacific Palisades. (the “Palisades Fire”). The Palisades Fire has become the worst urban conflagration in the history of Los Angeles, having destroyed 6,837 homes and businesses, damaged another 973 structures, killed at least thirteen (13) people, and caused injuries civilians and firefighters. According to a recent study, 5,058 single family homes, 135 multi-family residences, 361 mobile homes, 101 commercial buildings, 51 school structures and 6 church structures were destroyed in the Palisades Fire.¹

2. Plaintiffs are informed and believe based upon the facts currently known by the Plaintiffs, that this unprecedented devastation was caused by a series of cascading failures by the Defendants as alleged herein, all of which combined together to cause the Plaintiffs’ damages.

3. As if the destruction of Pacific Palisades and eastern Malibu were not horrible enough for its victims, Plaintiffs are informed and believe that the STATE OF CALIFORNIA and the CITY OF LOS ANGELES ACTING BY AND THROUGH THE LOS ANGELES DEPARTMENT OF WATER AND POWER (“LADWP”) have engaged in a campaign of misinformation and misrepresentations in the months following the fire in an effort to conceal their responsibility for causing this unprecedented destruction. These misrepresentations include (1) the State’s statements that the fire emerged from Federal land; (2) LADWP’s statements that its powerlines were de-energized immediately prior to and during the firestorm; (3) statements that “all pump stations remained operational during the fire, and water supply remained strong to the Palisades area”; (4) statements that the Palisades Fire “was an unprecedented hurricane wind-driven wildfire”; and (5) statements that “Water pressure in the system was lost due to unprecedented and extreme water demand to fight the wildfire without aerial support.” As set forth below, Plaintiffs are informed and

¹ “Impact of 2025 Los Angeles Wildfires and Comparative Study”, Institute for Applied Economics, February, 2025.

1 believe that these representations are false and were ratified by the State and/or LADWP's upper
2 management and City officials with the intent to discourage victims from timely bringing claims
3 against LADWP and the State. Indeed, it appears that LADWP and the City were more worried about
4 protecting their image and economic interests than on protecting the residents of Pacific Palisades.²

5 4. All as described in more detail below, the Palisades Fire started on land owned by
6 State of California and operated by the California Department of Parks and Recreation (collectively
7 "the State"), which harbored a dangerous condition.

8 5. The dangerous condition action alleged herein against the State is based on the rule
9 set forth in *Vedder v. City of Imperial* (1974) 36 Cal.App.3d 654, that governmental immunity statutes
10 "should not be applied to allow a public entity to escape responsibility from its failure to provide fire
11 protection on property which it owns and manages itself, particularly where it has permitted a
12 dangerous fire condition to exist on that property."

13 6. The dangerous condition on the State-owned property set in motion the firestorm that,
14 combined with the failures of the other Defendants herein, destroyed the town and neighborhoods of
15 Pacific Palisades and Malibu to the west, all to the detriment of Plaintiffs.

16 **JURISDICTION AND VENUE**

17 7. This Court has subject matter jurisdiction over this matter pursuant to California *Code*
18 *of Civil Procedure* § 395(a) because, at all times relevant, Defendants have conducted significant
19 business in the County of Los Angeles, State of California, so as to render the exercise of jurisdiction
20 over Defendants by California courts consistent with the traditional notions of fair play and
21 substantial justice. The amount in controversy exceeds the jurisdictional minimum of this Court.

22 8. Venue is proper in this County pursuant to California *Code of Civil Procedure* § 395.5
23 because, at all times relevant herein, Defendants' primary places of business is located in the County
24 of Los Angeles and the conduct which caused or combined to cause the injuries and losses alleged
25 herein occurred in the County of Los Angeles.

26 ///

27
28 ² <https://ktla.com/news/local-news/during-the-fires-ladwp-worked-overtime-to-control-the-narrative-and-douse-misinformation/>

1 **THE PLAINTIFFS**

2 9. Individual Plaintiffs are individuals and other legal entities who were, at all relevant
3 times, homeowners, renters, business owners, and other individuals and entities who suffered and/or
4 continue to suffer personal injuries (including but not limited to physical injuries from smoke and
5 other toxic substance inhalation and exposure, as well as burn and heat injuries, and other physical
6 injuries suffered during evacuation, and emotional distress), property losses, and/or other damages
7 from the Palisades Fire and are estimated to number in excess of 10,000 individuals and/or other legal
8 entities.

9 10. Certain Plaintiffs are the wrongful death heirs and estates of decedents, brought by
10 and through those who are a successor in interest and/or administrator of an estate. The wrongful
11 death and estate plaintiffs are seeking all wrongful death and survival damages, including pre-death
12 pain and suffering, recoverable under California law.

13 **THE DEFENDANTS: GOVERNMENTAL ENTITIES**

14 11. CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, commonly
15 known as CA STATE PARKS, is a department under the California Natural Resources Agency, a
16 state cabinet-level agency of the STATE OF CALIFORNIA ("STATE"), created pursuant to
17 California Government Code §§ 12800 and 12805, *et seq.* CA STATE PARKS operates the largest
18 park system in the United States.

19 12. At all times mentioned herein, LADWP is a public utility authorized to do business,
20 and doing business in the State of California, with its principal place of business in the County of Los
21 Angeles, State of California.

22 13. LADWP is the largest municipal utility in the United States. LADWP is in the business
23 of providing electricity and water service to more than four million residents and businesses in the
24 City of Los Angeles, and more particularly, to Plaintiffs' residences, businesses, and properties.
25 LADWP employs 11,000 employees and has an annual budget of \$6.1 billion.

26 14. At all times mentioned herein, LADWP was the supplier of water and electricity to
27 members of the public in Pacific Palisades, and elsewhere in City of Los Angeles, as well as
28 maintaining water infrastructure. As part of supplying water and power to members of the public,

1 LADWP installed, constructed, built, maintained, and operated a water and electrical supply system,
2 for the purpose of making water and power available for delivery to members of the general public,
3 including Plaintiffs.

4 15. LADWP is a “public utility” as defined in Section 216(a)(1) of the California Public
5 Utilities Code.

6 16. CITY OF LOS ANGELES (“CITY”) is a charter city and municipal corporation
7 organized under the law of the State of California. The CITY is a legal entity with the capacity to sue
8 and be sued.

9 17. COUNTY OF LOS ANGELES (“COUNTY”) is, and at all relevant times was, a
10 government corporation organized under the law of the State of California. The COUNTY is a legal
11 entity with the capacity to sue and be sued. L.A. COUNTY WATERWORKS DISTRICT 29 is a
12 division of Los Angeles County Public Works, and agency of the COUNTY. District 29 is a special
13 district formed in accordance with Division 16, Sections 55000 through 55991 of the State Water
14 Code to supply water for urban use in Malibu and Topanga. District 29 is operated by the Los Angeles
15 County Public Works, Waterworks Division, and is governed by the Los Angeles County Board of
16 Supervisors. The COUNTY OF LOS ANGELES and L.A. COUNTY WATERWORKS DISTRICT
17 29 are collectively referred to hereinafter as the “COUNTY”.

18 18. LAS VIRGENES MUNICIPAL WATER DISTRICT (“LVMWD”) is, and at all
19 relevant times was, a municipal water district organized under the laws of the State of California.
20 LVMWD provides water service to approximately 70,000 residents in the cities of Agoura Hills,
21 Calabasas, Hidden Hills, Westlake Village and unincorporated areas of western Los Angeles County.
22 LVMWD is organized under the Municipal District Law of 1911, pursuant to California Water Code
23 section 71000.

24 19. MOUNTAINS RECREATION AND CONSERVATION AUTHORITY is, and at all
25 times was, the local public entity that owned and had responsibilities to administer properties in the
26 Santa Monica Mountains, located in the County of Los Angeles, with their principal place of business
27 in the County of Los Angeles, State of California.

28 20. SANTA MONICA MOUNTAINS CONSERVANCY. At all times mentioned herein,

1 SANTA MONICA MOUNTAINS CONSERVANCY was a public entity that owned and had
2 responsibilities to administer properties in the Santa Monica Mountains, located in the County of Los
3 Angeles, for the CALIFORNIA NATURAL RESOURCES AGENCY for the State of California.

4 21. The true names of DOES 1 through 50, whether individual, corporate, associate, or
5 otherwise, are unknown to Plaintiffs who, under California Code of Civil Procedure § 474, sues these
6 Defendants under fictitious names. DOES 1 through 50 pertain to the causes of action brought against
7 the governmental entities.

8 22. Each of the fictitiously named Defendants DOES 1 through 50 is responsible in some
9 manner for the conduct alleged herein, including, without limitation, by way of aiding, abetting,
10 furnishing the means for, and/or acting in capacities that create agency, respondeat superior, and/or
11 predecessor or successor-in-interest relationships with the other Defendants.

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

19 24. Plaintiffs are informed and believe, and thereupon allege, that at all times mentioned
20 herein, that defendants DOES 1 through 50, were agents, servants, employees, successors in interest,
21 and/or joint venturers of one or more of their co-defendants, and were, as such, acting within the
22 course, scope, and authority of said agency, employment, and/or venture, and that each and every
23 defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each
24 and every other defendant as an agent, servant, employer, successor in interest, and/or joint venturer.

25 **THE DEFENDANTS: NON-PUBLIC ENTITIES**

26 25. SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") is, and at all times
27 relevant was, a California corporation with its principal place of business in Rosemead, California.
28 At all times relevant, SCE was licensed to do business in the State of California and in the County of

1 Los Angeles. Further, SCE is permitted to operate and does business subject to regulation and
2 oversight by multiple regulatory agencies, including the California Public Utilities Commission
3 (“CPUC”), and is both an electrical corporation and a public utility as defined by sections 218(a) and
4 216(a) of the California Public Utilities Code.

5 26. EDISON INTERNATIONAL (“EIX”) is, and at all relevant times was, a California
6 corporation and electric utility holding company with its principal place of business in Rosemead,
7 California. EIX is the parent corporation of SCE. At all times relevant, EIX’s officers, directors, and
8 managing agents had discretionary and supervisory authority over the operations of Defendant SCE,
9 including managerial, oversight, and financial control over certain operations of SCE and the hiring,
10 training, retention, and supervision of its officers, directors, and managing agents.

11 27. CHARTER COMMUNICATIONS is, and at all relevant times was, a corporation
12 organized under the laws of the State of Delaware doing business in the County of Los Angeles as
13 Spectrum Communications providing internet, cable and phone service to residents of Pacific
14 Palisades.

15 28. FRONTIER COMMUNICATIONS is, and at all relevant times was, a corporation
16 organized under the laws of the State of Delaware doing business in the County of Los Angeles
17 providing internet service to residents of Pacific Palisades.

18 29. AT&T is, and at all relevant times was, a corporation organized under the laws of the
19 State of Delaware doing business in the County of Los Angeles providing telephone and internet
20 service to residents of Pacific Palisades.

21 30. CHARTER COMMUNICATIONS, FRONTIER COMMUNICATIONS and AT&T
22 are referred to collectively herein as the “COMMUNICATIONS DEFENDANTS.”

23 31. SOUTHERN CALIFORNIA GAS COMPANY is, and at all relevant times was, a
24 corporation organized under the laws of the State of California, doing business in the County of Los
25 Angeles providing natural gas service to the residents of Pacific Palisades.

26 32. SEMPRA ENERGY is, and at all relevant times was, a corporation organized under
27 the laws of the State of California, doing business in the County of Los Angeles and is the parent
28 company of Southern California Gas Company, which provides natural gas service to the residents

1 of Pacific Palisades.

2 33. Defendant J. PAUL GETTY TRUST is a California charitable trust founded in 1953.
3 The Getty Trust operates the Getty Villa, located at 17985 Pacific Coast Highway, Pacific Palisades,
4 CA 90272

5 34. The true names of DOES 51 through 100, whether individual, corporate, associate, or
6 otherwise, are unknown to Plaintiffs who, under California Code of Civil Procedure § 474, sues these
7 Defendants under fictitious names. DOES 51 through 100 pertain to the causes of action brought
8 against the non-governmental entities.

9 35. Each of the fictitiously named Defendants DOES 51 through 100 is responsible in
10 some manner for the conduct alleged herein, including, without limitation, by way of aiding, abetting,
11 furnishing the means for, and/or acting in capacities that create agency, respondeat superior, and/or
12 predecessor or successor-in-interest relationships with the other Defendants.

13 36. The Defendants DOES 51 through 100 are private individuals, associations,
14 partnerships, corporations, or other entities that actively assisted and participated in the negligent and
15 wrongful conduct alleged herein in ways that are currently unknown to Plaintiffs. Some or all of the
16 DOE Defendants may be residents of the State of California. Plaintiffs may amend or seek to amend
17 this Complaint to allege the true names, capacities, and responsibility of these Doe Defendants once
18 they are ascertained, and to add additional facts and/or legal theories. Plaintiffs make all allegations
19 contained in this Complaint against all Defendants, including DOES 51 through 100.

20 37. Plaintiffs are informed and believe, and thereupon allege, that at all times mentioned
21 herein, that defendants DOES 51 through 100, were agents, servants, employees, successors in
22 interest, and/or joint venturers of one or more of their co-defendants, and were, as such, acting within
23 the course, scope, and authority of said agency, employment, and/or venture, and that each and every
24 defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each
25 and every other defendant as an agent, servant, employer, successor in interest, and/or joint venturer.

26 **THE DEFENDANTS: PALISADES BOWL DEFENDANTS**

27 38. Defendant BIGGS REALTY is, and at all relevant times was, a California corporation
28 doing business in the State of California. The Edward Biggs' Family Trust is believed to be the sole

1 shareholder of BIGGS REALTY.

2 39. Defendant PACIFIC PALISADES BOWL MOBILE ESTATES, LLC, is a Nevada
3 limited liability company (PPBME NV LLC) that owns and operates the Pacific Palisades Bowl
4 Mobile Home Estates located at 16321 Pacific Coast Highway, Los Angeles, CA 90272 (herein
5 “Palisades Bowl”). BIGGS REALTY is the managing member of PPBME NV LLC. PPMBE NV
6 LLC was formerly a California limited liability company known under the same name. The California
7 entity was converted into PPBME NV LLC. When it was a California entity, it purchased and
8 operated the Palisades Bowl and BIGGS REALTY was the managing member of entity.

9 40. Defendant PACIFIC PALISADES BOWL MOBILE ESTATES DEL, LLC,
10 (“PPBME DE LLC”), is a Delaware limited liability company that is a member of PPBME NV LLC.
11 PPBME DE LLC is and/or was managed by BIGGS REALTY.

12 41. Defendants PPBME NV LLC, PPBME DE LLC, and BIGGS REALTY are referred
13 to collectively herein as the PALISADES BOWL OWNERS.

14 42. Defendant Victor Martinez and Associates, Inc. is a California corporation (hereafter
15 “PALISADES BOWL MANAGER”). At the time of the Palisades Fire, and prior to it, the
16 PALISADES BOWL MANAGER was responsible for the day-to-day operations, including the
17 overseeing and scheduling of maintenance of common area spaces and the implementation, in
18 conjunction with the PALISADES BOWL OWNERS, of an emergency preparedness plan.

19 43. The PALISADES BOWL OWNERS and PALISADES BOWL MANAGER shall be
20 collectively referred to as “PALISADES BOWL OWNERS AND MANAGERS.”

21 44. The true names of DOES 101 through 125, whether individual, corporate, associate,
22 or otherwise, are unknown to Plaintiffs who, under California Code of Civil Procedure § 474, sues
23 these Defendants under fictitious names. DOES 101 through 125 pertain to the causes of action
24 brought against the Palisades Bowl Defendants.

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

1 46. The Doe Defendants are private individuals, associations, partnerships, corporations,
2 or other entities that actively assisted and participated in the negligent and wrongful conduct alleged
3 herein in ways that are currently unknown to Plaintiffs. Some or all of the DOE Defendants may be
4 residents of the State of California. Plaintiffs may amend or seek to amend this Complaint to allege
5 the true names, capacities, and responsibility of these Doe Defendants once they are ascertained, and
6 to add additional facts and/or legal theories. Plaintiffs make all allegations contained in this
7 Complaint against all Defendants, including DOES 101 through 125.

8 47. Plaintiffs are informed and believe, and thereupon allege, that at all times mentioned
9 herein, that defendants DOES 101 through 125, were agents, servants, employees, successors in
10 interest, and/or joint venturers of one or more of their co-defendants, and were, as such, acting within
11 the course, scope, and authority of said agency, employment, and/or venture, and that each and every
12 defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each
13 and every other defendant as an agent, servant, employer, successor in interest, and/or joint venturer.

14 **FACTUAL ALLEGATIONS**

15 **A. Defendants Had Notice of The Life-Threatening Destructive Santa Ana Wind Event**

16 48. At all times mentioned herein, Defendants were aware that the Southern California,
17 including Pacific Palisades, had received virtually no rainfall in the eight months preceding the
18 Palisades Fire, and that an above-average growth of flammable vegetation had grown in Topanga
19 State Park after two years of record rainfall. Defendants were also aware that Pacific Palisades
20 frequently experiences “Santa Ana” wind conditions, which are highly conducive to the rapid spread
21 of wildfires and extreme fire behavior. The Santa Ana winds are not abnormal or unforeseeable, and
22 everyone who lives and works in Southern California is familiar with this type of extreme wind event.

23 49. On January 19, 2018, the CPUC adopted the a Fire-Threat Map, which “depicts areas
24 of California where there in an elevated hazard for ignition and rapid spread of power line fires due
25 to strong winds, abundant dry vegetation, and other environmental conditions.”³ The area where the
26

27 ³ See, PUC Fire Map Depicts Areas of Elevated Hazards In State: First Step in Creation of Tools
28 to Help Manage Resources, Cal Pub. Utils. Comm’n (May 26, 2016), available at
http://frap.fire.ca.gov/data/frapgismaps/pdfs/ftthreat_map.pdf

1 Palisades Fire burned is designated as a “High Fire Threat District – Tier 3”, which means there is an
2 extreme risk (including likelihood and potential impacts on people and property) from utility related
3 wildfires.

4 50. The Defendants were put on notice by the publication of this Fire-Threat Map in 2018
5 and therefore knew well in advance of the Palisades Fire of the elevated fire risk in the Pacific
6 Palisades area for ignition and rapid spread of fires “due to strong winds, abundant dry vegetation,
7 and/or other environmental conditions.”

8 51. On January 3, 2025, the National Weather Service Los Angeles (“NWS”) issued a Fire
9 Weather Watch for portions of Los Angeles and Ventura Counties warning for the potential of
10 “damaging north to northeast winds, that are likely to peak Tuesday-Wednesday.” “Any fire starts
11 may grow rapidly in size with extreme fire behavior.”



1 52. On January 5, 2025 at 5:02 p.m., the NWS upgraded the Fire Weather Watch to
2 “Extreme Fire Conditions” with “Widespread Damaging Winds” for most of Los Angeles and
3 Ventura Counties. The NWS further warned of “rapid fire growth and extreme fire behavior with any
4 fire starts.”



21 53. On January 6, 2025, the NWS issued a rare “Particularly Dangerous Situation” Red
22 Flag Warning for Los Angeles and Ventura Counties predicting “damaging wind gusts 50-80 mph,
23 isolated 80-100 mph for mountains and foothills” and “extreme & life-threatening fire behavior”.

24 ///



54. Further, on January 6, 2025 at 11:00 a.m., the NWS Los Angeles office issued a “LIFE THREATENING & DESTRUCTIVE WINDSTORM” WARNING which included the Pacific Palisades area. “HEADS UP!!! A LIFE-THREATENING, DESTRUCTIVE, Widespread Windstorm is expected Tue afternoon – Wed morning across much of Ventura/LA Co. Areas.”

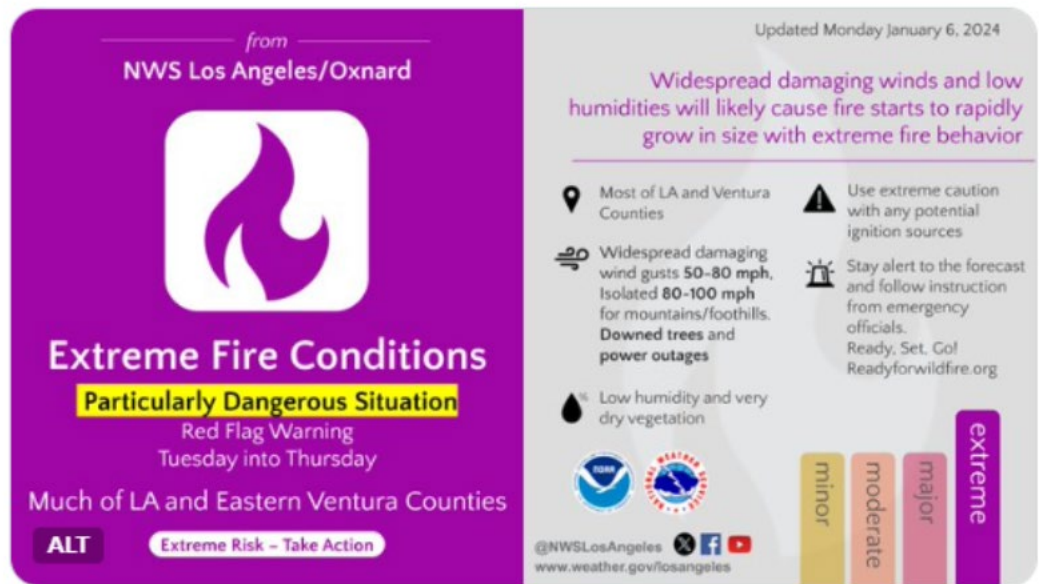


11:00 AM · Jan 6, 2025 · 876.2K Views

1 55. Later that day at 6:47 p.m. on January 6, 2025, the NWS issued an alarming message
2 for much of Los Angeles and Ventura Counties. “This is a Particularly Dangerous Situation – in other
3 words, this is about as bad as it gets in terms of fire weather. Widespread damaging winds and low
4 humidities will likely case fire starts to rapidly grow in size with extreme fire behavior.”



7 Strong winds are coming. This is a Particularly Dangerous Situation - in
8 other words, this is about as bad as it gets in terms of fire weather. Stay
9 aware of your surroundings. Be ready to evacuate, especially if in a high
fire risk area. Be careful with fire sources. [#cawx](#)



28 6:47 PM · Jan 6, 2025 · 161.8K Views

21 56. On January 7, 2025 at 8:36 a.m., LA City Fire Department (“LAFD”) posted a warning
22 on its social media account on X stating “Extreme #fireweather coming today. Your #LAFD asks you
23 to be #readyssetgo.”

24 ///



8:36 AM · Jan 7, 2025 · 57.8K Views

B. Defendants Had Knowledge Of the History Of Destructive Wildfires In Topanga State Park

57. According to the CA STATE PARKS, “At least 25 fires are known to have burned through all or part of Topanga State Park since the mid-1920s. Due to topography in the Santa Monica Mountains, fires can spread rapidly and extensively when Santa Ana winds are present. Santa Ana winds in excess of 90 M.P.H. combined with the steep terrain and north/south alignment of canyons promotes rapid fire movement.”⁴

58. On May 14, 2021, another wildfire named the “Palisades Fire” ignited in Topanga State Park above The Summit neighborhood just northwest of the suspected Area of Origin of the January 7, 2025 fire. The 2021 fire began at 10:02 p.m. and spread rapidly from an initial 15 acres to 750 acres by 6:30 a.m. on May 15, 2021.⁵

⁴ Topanga State Park Final General Plan, October 2012

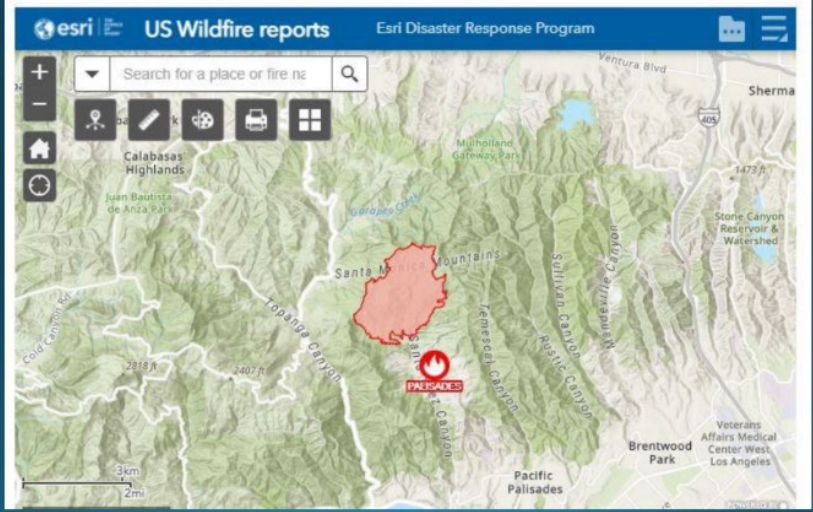
<https://www.parks.ca.gov/pages/21299/files/01finalgp-exec-ch1.pdf>

⁵ <https://www.cbsnews.com/losangeles/news/firefighters-battle-pacific-palisades-brush-fire/>

1
2
3
4
5
6
7
8
9
10

Palisades Fire
1,022 acres

Palisades Topanga State Park Fire Map May 2021



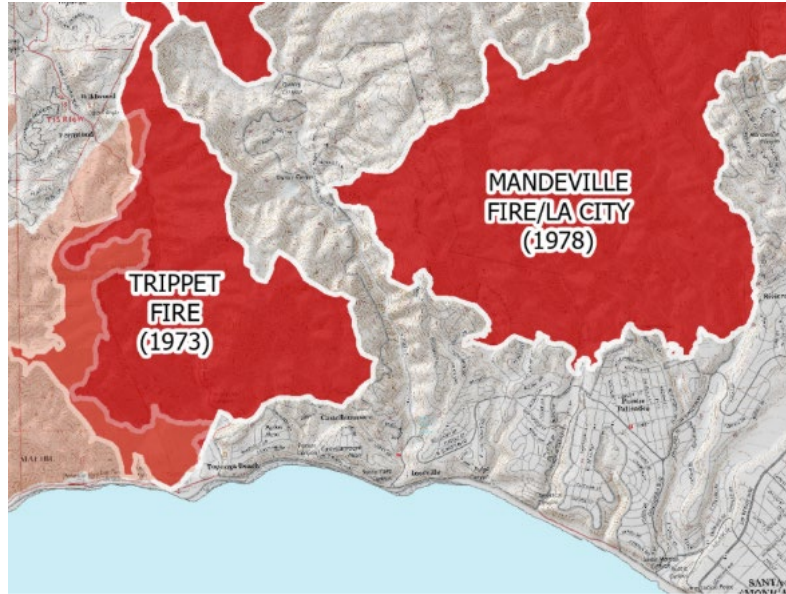
11 59. Plaintiffs are informed and believe that on November 13, 2024, another brush fire
12 ignited immediately adjacent to the Santa Ynez Reservoir, which was empty at the time in connection
13 with the repair of the floating cover. Firefighters successfully extinguished that fire. Afterward, an
14 LAFD Public Information Officer stated, “Fortunately, this is not a wind event...we do have a
15 challenge with water in the area because there aren’t any hydrants so we are sending what we call
16 water tenders, which are trucks that carry a lot of water to be able to act as a source.”⁶



17
18
19
20
21
22
23
24
25 The November 13, 2024 Fire²⁶

26
27 ⁶ Will Conybeare, *Vegetation Fire Consumes Hillside in Pacific Palisades*, KTLA 5 News (Nov.
28 13, 2024, 11:27 AM), <http://ktla.com/news/local-news/vegetation-fire-consumes-hillside-in-pacific-palisades/>.

1 60. Plaintiffs are informed and believe that the dense vegetation in Topanga State Park
2 where the January 7, 2025 fire erupted had not burned for more than 47+ years since the 1978
3 Mandeville Fire.



14 61. Plaintiffs are informed and believe that despite the CA STATE PARKS' knowledge
15 of the history of destructive wildfires in Topanga State Park, and that dense flammable vegetation
16 had built up for over 47+ years in the area where the January 7, 2025 Palisades Fire is suspected to
17 have originated, CA STATE PARKS refused to create fuel modification zones in Topanga State Park.
18 In fact, CA STATE PARKS' Operations Manual states that "It is the Department's policy to prohibit
19 the construction and maintenance of firebreaks, fuel breaks, and other fuel modification zones on
20 Department lands, except when:

- 21 a) Required by state law to clear around structures/facilities;
- 22 b) Previous legal commitments have been made to allow the creation and
23 maintenance of fuel modification areas;
- 24 c) It is critical to the protection of life or park resources; or
- 25 d) Park vegetation 130 horizontal feet from a non-Department habitable structure is
26 capable of generating sufficient radiant/convective heat when burning under Red
27 Flag Warning conditions to ignite the habitable structure.”⁷

28 ⁷ <https://www.parks.ca.gov/pages/21299/files/DOM%200300%20Natural%20Resources.pdf>

C. The January 1, 2025 Lachman Fire

62. At 12:07 a.m. on January 1, 2025 a brush fire was reported near Skull Rock on the Temescal Ridge Trail in Pacific Palisades. This New Year's Eve fire was named the "Lachman Fire."



63. News footage captured the event, with walls of flames towering over homes and firefighters with hoses running into backyards. Shortly after 3:30 a.m., LAFD reported they had stopped forward progress of the fire. At approximately 4:48 a.m., LAFD reported firefighters had "completed the hose line around the perimeter of the fire and it is fully contained."⁸



LAFD Alert-CONTAINED Pacific Palisades Brush Fire 1699 Via Las Palmas MAP: bit.ly/4gBBvEy FS23; Fully contained DETAILS: bit.ly/40hxDi



google.com
34°04'33.3"N 118°32'49.1"W

4:48 AM · Jan 1, 2025 · 5,208 Views

⁸ <https://www.latimes.com/california/story/2025-04-28/controlled-burn-pacific-palisades-atf>



CONTAINED BRUSH FIRE 01/01/2025 INC#0042

CONTAINED Brush Fire; INC#0042; 04:46AM; 1699 Via Las Palmas; <https://bit.ly/4gBBvEy>; Pacific Palisades; Firefighters completed the hose line around the perimeter of the fire and it is fully contained. Some resources will be released as the mop up operation continues to ensure no flare ups. No structures damaged and no injuries reported. Fire held at eight acres. No further updates anticipated. ; FS 23; Batt 9; West Bureau; Council District 11; AO1 AO2 BC11 BC17 BC18 BC9 BP23 CM40 CM42 E10 E105 E11 E15 E19 E23 E263 E269 E290 E3 E37 E43 E5 E51 E58 E59 E62 E63 E67 E68 E69 E71 E73 E84 E87 E89 E9 E90 E93 E95 EA1 EA2 EM9 H0C H0D H2 H3 H4 HA2 HA3 HA4 RA23 RA37 RA69 T63 T69 T90 WT77 WT88; CH7; 12 13; Margaret Stewart

64. The image below was captured on January 1, 2025 of the Lachman Fire at 1:50 a.m. from the Temescal Trail Head 2 camera located on LADWP's Temescal Water Tank above The Summit neighborhood of Pacific Palisades.



1 65. Shortly after midnight on New Year’s Eve 2024-2025 a fire was reported in the hillside
2 east of Palisades Highlands (“the Lachman Fire”). A Los Angeles Fire Department (“LAFD”)
3 incident report (Incident #0042) from 4:46 am states, “Firefighters completed the hose line around
4 the perimeter of the fire and it is fully contained. Some resources will be released as the mop up
5 operation continues to ensure no flare ups. No structures damaged and no injuries reported. Fire held
6 at eight acres. No further updates anticipated.”

7 66. The Lachman Fire put the Defendants on notice that the fuel moisture levels, relative
8 humidity and heavy vegetation growth in that area were conducive to dangerous wildfires and were
9 a threat to neighboring homeowners in Pacific Palisades which necessitated rapid deployment of
10 firefighting resources with a sufficient water supply.

11 67. A California Public Records Act request to CA STATE PARKS seeking records of
12 the Lachman fire yielded the production of just one heavily redacted document, a State Parks Incident
13 Log indicating that CA STATE PARKS was notified by telephone of the Lachman Fire, Incident #42
14 on January 1, 2025 at 00:27:14. As a result PLAINTIFFS are informed and believe, and on that basis
15 allege, that CA STATE PARKS were, or should have been aware, of the Lachman Fire on January 1,
16 2025.

17 68. Plaintiffs are informed and believe that the STATE did not inspect its property, post a
18 fire watch or use a thermal imaging camera at the Lachman Fire site after the reported containment
19 of the fire to ensure that there were no embers, hot spots or residual heat remaining in the vegetation.
20 Below are photographs taken on January 2, 2025 at 8:07 a.m. of the Lachman Fire burn area by a
21 hiker, which shows that no firefighters remained on scene less than four hours after the fire was
22 declared “fully contained”.

23 ///

24 ///

25 ///

26

27

28

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



69. Based upon video and photographic evidence, in the days following January 1, 2025, the burn scar area was still smoldering.

70. According to a CBS News report, a hiker named Zane Mitchell took the photo below on the Temescal Ridge Trail early on the morning on January 1, 2025, which depicts smoldering underground within the burn scar of the Lachman Fire.⁹



71. The graphic below shows the proximity of the Lachman Fire burn scar to the suspected origin of the January 7, 2025 10:30 a.m. Palisades Fire.

⁹ <https://www.instagram.com/cbsnewsconfirmed/reel/DFLeAPiR6Jx/>



Source: Aerial image by Nearmap - Note: Approximate start of fire determined through a New York Times analysis of Nearmap imagery, Sentinel 2 imagery, NASA VIIR detections and eyewitness photographs. Jan. 2 image from 12:01 p.m.; Jan. 7 image from 3:38 p.m. - By The New York Times

72. The Lachman Fire burn scar and residual firebrands and embers were not a natural condition.

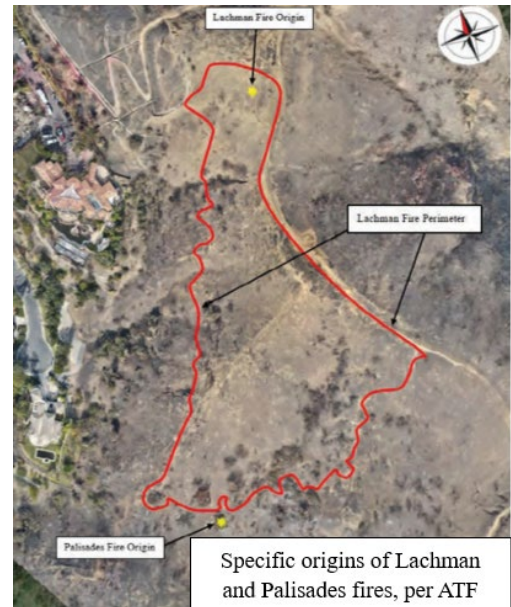
73. Resident Don Griffin took the photograph below on the left of the Lachman Fire on January 1st from his backyard and then took the photograph on the right of the Palisades Fire on January 7th shortly after it erupted.



74. PLAINTIFFS are informed and believe, and on that basis allege, that the Palisades Fire was ignited as a direct and proximate result of a rekindling of the smoldering embers left over from the Lachman Fire, which embers and rekindling occurred on property owned and operated by CA STATE PARKS.

75. On October 8, 2025, the U.S. Attorney's Office, Central District of California, announced the arrest of an individual on a federal criminal complaint charging him with starting the Lachman Fire on January 1, 2025. According to that federal criminal complaint, the Palisades Fire was caused by a firebrand from the Lachman Fire, which continued to smolder within the root structure of the vegetation. The anticipated winds on January 7, 2025 created conditions which reignited overgrown brush and spread, becoming the Palisades Fire.¹⁰

76. The federal criminal complaint included an image of the ATF's identification of the Palisades Fire Origin location – squarely on land owned and controlled by the State of California. Below are side-by-side images of the State Property line and ATF Palisades Fire Origin image followed by images overlayed on each other:



¹⁰ United States of America v. Jonathan Rinderknecht, USCD Case No. 2:25-mj-06103-DUTY



77. Regarding the cause of the Palisades Fire, many experts had already opined that the Palisades Fire was ignited from a rekindling of the embers left after the Lachman Fire. For example, Tom Pierce, a certified fire investigator from Montana, reviewed video footage of the January 1, 2025, and January 7, 2025, fires and stated, “I would say this is a rekindle from the original fire on Jan. 1.” Ed Norskog, author of *Arson Investigation in the Wildlands*, supported the rekindle theory: “[A rekindle] is entirely possible. The winds were extraordinary. . . . It could rekindle a fire even seven days later. . . . Any wildland fire investigator will tell you it happens all the time.” As a result,

1 PLAINTIFFS are informed and believe, and based thereon allege, that the Palisades Fire was the
2 direct and proximate result of a rekindling which occurred on the burn scar left from the Lachman
3 Fire.

4 78. PLAINTIFFS are informed and believe, and on that basis allege, that between the
5 time the Lachman fire was contained on January 1, 2025, and the morning before the start of the
6 Palisades Fire on January 7, 2025, there had been no perceptible wind in the Santa Monica Mountains.
7 The winds began picking up in the morning of January 7, 2025, as had been predicted, and ignited a
8 new fire from the embers left on the Lachman Fire burn scar.

9 79. PLAINTIFFS are informed and believe, and on that basis allege, that DEFENDANTS
10 knew or should have known about the risk that embers in the burn scar of the Lachman Fire would
11 rekindle and ignite a new fire. For example, the California State Fire Training Student Manual 2013
12 for Wildland Urban Interface Environment states: “When the fire has been contained, the real work
13 begins. If not all the material near the fireline is extinguished, you run the risk of the fire rekindling
14 and escaping. This is something you do not want to experience or contribute to. **Remember, it is**
15 **common that hot material could still be found on large fires months after the fire was**
16 **controlled.** Mop-up is one of the most important phases of fire suppression because any remaining
17 burning debris may rekindle the fire making all previous efforts worthless. Many fires have been lost
18 because of sloppy mop-up.” Command 1C WUI Command Operations for the Company Officer, p.
19 191-2 (2013) (emphasis added).

20 80. Former LAFD Asst. Chief Patrick Butler, now chief of the Redondo Beach Fire
21 Department, said that chaparral can burn underground without visible flames for weeks after the
22 original fire has been knocked down. He said he had to deal with flare-ups of unseen embers for about
23 a week after the 2019 Getty fire, for which he served as an LAFD commander. Rekindles are “a very
24 common phenomenon,” said Butler, who left the LAFD in 2021 after three decades, during which he
25 oversaw arson investigations and other special operations for three years. After a large fire, most of
26 the surrounding vegetation has already burned, Butler said. But after a smaller fire like the January
27 1, 2025 Lachman Fire, he said, “a rekindle can easily grow in the right conditions, like high winds.”
28 Los Angeles Times, Feb. 15, 2025, “LAFD could have had at least 10 engines patrolling Palisades

1 hills, former chiefs say.”

2 81. “An 8-acre fire in that fuel type is also consistent with potential re-kindle,” said Alan
3 Carlson, a retired Cal Fire deputy chief who worked more than 50 years as a wildland fire investigator
4 and headed Cal Fire’s Northern Region law enforcement division. “Wind direction looks to be
5 consistent with a possible rekindle of the first fire. Gusty winds are consistent with hot materials
6 blowing across control lines.” San Francisco Chronicle, Jan. 11, 2025, “Was the Palisades Fire started
7 by a rekindling of a blaze from New Year’s Day?”

8 82. Terry Taylor, a retired wildland fire investigator who now works as an instructor, said
9 of the possibility of rekindling: “These sorts of fuels, especially when they are dry, the fire goes deep
10 down into the root structure, so you may not get it out even if you dump water on it.” Carlson also
11 agreed with Taylor that, “smoldering embers, under the right conditions, could have rekindled even
12 after six days.” Further, the morning report of fire on January 7, 2025, is also consistent with a
13 rekindle, he added. “During the night it is less likely to have been observed, could have smoldered
14 for an extended period of time before going to flame as the winds picked up,” Carlson said. Taylor
15 called a rekindling “very possible,” and as a former investigator, “I’d want to get into it big time.” Id.

16 83. Rekindled embers have resulted in numerous fires, including several extremely well-
17 known devastating fires, some of them very recent. Notably, in October 2024 investigators concluded
18 that the deadly 2023 Maui fire likely reignited from winds carrying an ember into a dry gully. Other
19 rekindling fires include the devastating Oakland fire of 1991 which destroyed 3,000 homes, and
20 which started when a 7-acre fire from the previous day was rekindled by strong winds. The 2021
21 Marshall Fire in Colorado, which burned 1,000 homes, resulted from a rekindled burn from buried
22 embers coupled with a fire started by a power line spark, both spread by high winds.

23 84. Accordingly, the State (as well as the other Defendants) were on actual and
24 constructive notice that there was a dangerous condition that increased the risk for a future fire on
25 their land.

26 **D. The Palisades Fire Erupts on January 7, 2025**

27 85. Plaintiffs are informed and believe that at approximately 10:29 a.m. on January 7,
28 2025, a 911 call from 1190 N. Piedra Morada Drive in Pacific Palisades reported a vegetation fire

1 near the location of where the Lachman Fire had burned six days earlier. The first LAFD fire engines
2 arrived on scene at 10:48 a.m., or 19 minutes after the first 911 call.

4 Jan 7, 2025 at 10:50 AM



14 LACFD Helibase 69 Bravo E - ALERTCalifornia | UC San Diego

15 The fire is approx 10 acres in heavy fuel, aligned with the wind with
16 a potential for 200 acres in 20 minutes, Structures are immediately
17 threatened - per copter at scene.

18
19 86. At approximately 10:42 a.m. LAFD Division 1 Operations Chief radioed, “We’re
20 going back up to where the Lachman Fire was.”

21 87. At approximately 10:48 a.m., LAFD helicopter FIRE4 radioed into dispatch that the
22 fire is located “just below the old burn scar from the Palisades Fire” – which upon belief refers to the
23 Lachman Fire.

24 88. Minutes later, LAFD Engine 69 radioed, “The foot of the fire started real close to
25 where the last fire was on New Year’s Eve.”

26 89. The L.A. Emergency Alert system sent out the first evacuation warning at 11:13 a.m.

27 90. Because helicopters had to waste precious time and were limited in the volume of
28 water they could drop on the fire in its early stages, *see infra* section _H, and because the deliberate

1 design and maintenance of the water-supply system further limited the amount of water that could be
2 dropped on the fire in its early stages, *see infra* section _H, Plaintiffs are informed and believe that
3 by 11:24 a.m., flames had engulfed both sides of Palisades Drive, causing gridlock as people
4 attempted to flee the fire from the Palisades Highlands.

5 91. The first evacuation order for Pacific Palisades west of Temescal came at 12:07 p.m.,
6 nearly two hours after the fire began.



14 92. The second evacuation order for the Pacific Palisades east of Temescal case at 1:38
15 p.m.

16 93. By 2:00 p.m., an L.A. County fire engine radioed to dispatch: “Sunset Boulevard is
17 impassable due to approximately 100 abandoned vehicles in the road.”

18 94. On information and belief, an L.A. County Fire Department bulldozer was used at
19 approximately 2:36 p.m. to clear a path through hundreds of abandoned cars in order to create access
20 on Sunset Boulevard for fire engines.



1 95. On information and belief, by 2:30 p.m., the fire had spread to 770 acres and was
2 heading down Palisades Drive towards Pacific Coast Highway. Again, the fire was able to grow to
3 this size and at this speed because helicopters had to waste precious time and were limited in the
4 volume of water they could drop on the fire in its early stages, *see infra* section _H, and because the
5 deliberate design and maintenance of the water-supply system further limited the amount of water
6 that could be dropped on the fire in its early stages, *see infra* section _H.

7 96. At approximately 3:37 p.m., LAFD and government officials held a press conference
8 at Will Rogers State Beach. LAFD Chief Kristin Crowley said that the Palisades Fire had spread to
9 1,261 acres and was being fueled by strong winds and surrounding topography. Chief Crowley
10 reported that there were 250 LAFD firefighters on scene (out of a total of 3,246 uniformed fire
11 personnel in the LAFD), 46 engines, three trucks, five helicopters, four brush patrols, two water
12 tenders and two bulldozers. Thus, at this time and earlier, firefighters were ready to contain and limit
13 the fire's spread if they had enough water to do so.

14 97. Plaintiffs are informed and believe, based upon an extensive review of scanner radio
15 traffic, that the following transmissions occurred on January 7th during the Palisades Fire:

16 98. At approximately 4:40 p.m., FOX TV-news reported a LADWP transformer exploded
17 near 901 Radcliffe Ave, Pacific Palisades.

18 99. At approximately 4:45 p.m. a social media post on X said the fire hydrant near 1408
19 Lachman Lane was dry.

20 100. At approximately 5:02 p.m., FOX TV-news reported that the water pressure was down
21 at the hydrant outside of 1408 Lachman Lane, Pacific Palisades.

22 101. At approximately 5:44 p.m., LACoFD Assistant Chief 7 radioed, "At Topanga and
23 PCH, we're working with public works to get into the pump station with public works. So they're
24 getting an escort up there to evaluate to get the pumps running."

25 102. At approximately 5:46 p.m., KNBC TV-news reported that "the water just went out"
26 and that the firefighters at 1408 Lachman Lane lost their water supply.

27 103. At approximately 6:08 p.m., firefighters radioed, "On Radcliffe. Downed power lines.
28 Fire is spreading to multiple structures."

1 104. At approximately 6:12 p.m., the chief officer assigned to the Zulu Division of the fire
2 radioed to the Operations Chief, “If you can get a hold of any sort of public works or DWP, our folks
3 are starting to report that they’re running out of water in the hydrant system.”

4 105. At approximately 6:12 p.m., Battalion 10 radioed from 15515 Sunset Boulevard, “We
5 have problems with our firefighting lines – not enough pressure. We need to redirect pressure to the
6 firefighting handlines.”

7 106. At approximately 6:18 p.m., the chief in charge of Division Zulu radioed the
8 Operations Chief:

9 Zulu: “With us losing our water up here, is there any way we could get a bunch of
10 water tenders through the city? And we can take them up at least to the safe area up
11 in the Palisades and we can set up a portable hydrant system so our folks can have
12 a shorter turnaround time?

13 Ops: “Yeah we do have water tender 77 in staging: where would you like them?

14 Zulu: “Yeah, I’ll take water tender 77 up Lachman and Piedra Morada where
15 structure defense group 2 is. But we’re going to need a lot more water tenders than
16 that.

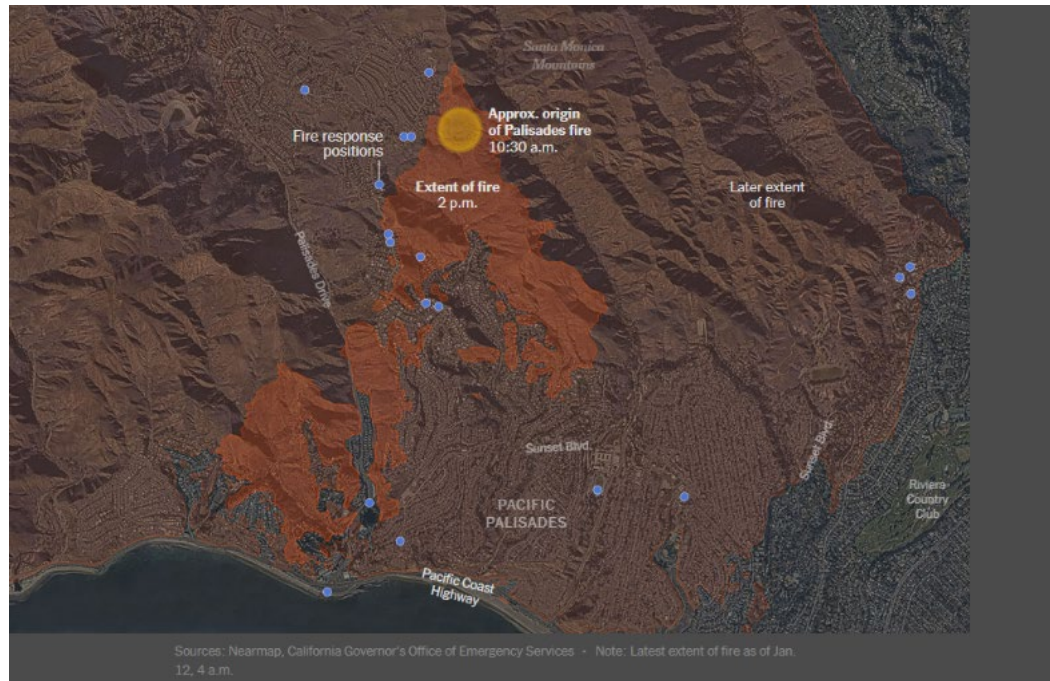
17 Ops: “Yeah, copy. We do have an order in.”

18 107. At approximately 6:56 p.m., Task Force 69 radioed, “We ran out of water in the area
19 of Via Cresta. We’re looking for a reassignment. We did hear some talk of Branch 7 Division Sierra
20 needing some divisions. We have no water, there’s nothing we can do at our location. “

21 108. At approximately 7:02 p.m., an unknown unit radioed, “at least 8 homes on Radcliffe
22 are fully involved...been asking for resources...transformer explosions plus downed power
23 lines...the fire is jumping from house to house...brigade unit from Malibu and private resource.”

24 109. On information and belief, by 7:15 p.m. all fixed wing tankers and water-dropping
25 helicopters were grounded due to high winds.¹¹ By 7:30 p.m. the fire had expanded to nearly 3,000
26 acres, as the windstorm intensified.

27 _____
28 ¹¹ <https://www.dailynews.com/2025/01/22/lafd-helicopter-pilots-describe-water-drops-challenges-of-battling-palisades-fire-in-high-winds/>



110. At approximately 7:16 p.m., Division Zulu radioed Operations, “Copy the traffic. We lost the aircraft due to the conditions. Up here, we have also lost water. We have no water supply. How are we doing on getting the water tenders – whether through EMD – to set up a closer water pool for us for portable hydrants or though the IRAC system? Either way we’re gonna need water tenders up here, probably through the rest of the incident – the other divisions.”

111. At approximately 7:23 p.m., the Alpha Division radioed Operations, “Alpha needs water tenders to help augment the water supply...acknowledges water tender 88 ... broken transmission.”

112. At approximately 7:30 p.m., Battalion 10 radioed Operations, “We still have no water on the four story. The one story standalone and we are protecting the adjacent structure – that would be 15410 Albright. That’s where we stand right now. We’re still waiting on getting water supply.”

113. At approximately 7:43 Battalion 10 radioed Operations from Sunset Blvd and Via de la Paz, “Copy. We’re going to need pumping apparatus. If we can redict some pumping apparatus – we have no water on these streets and we have multiple structures taking off.”

114. At approximately 7:45 p.m Operations radioed Branch 5, “Yeah, Branch 5. We need to get a resource to escort DWP into a pumping station so they can start getting water to our resources. Do you have a resource you can break lose for that mission? The company can meet at PCH and

1 Sunset. DWP is in a sedan and a pickup truck, but that's the meeting location."

2 115. At approximately 7:50 p.m., Zulu Division radioed Operations, "We have no water. It
3 is – we're doing the best we can up there. We're making sure people are out of the way. And until
4 we get water tenders or the water restored, we're doing the best we can just evacuating people out."

5 116. At approximately 8:09 p.m., an unknown unit broadcast on the Tactical 12 channel a
6 report of downed power lines off Sunset and Temescal Canyon.

7 117. At approximately 8:16 p.m., Engine 64 radioed Engine 38 from Enchanted Way and
8 Scenic Place, "The hydrants we have here are dry as well."

9 118. At approximately 9:14 p.m., Battalion 10 radioed Operations from 15441 Sunset Blvd,
10 "I'm afraid the street is going to start to take off if we don't have any water to put it out all these
11 structures."

12 119. At approximately 9:19 p.m., LACoFD water tender 70 reported that it was out of
13 commission and broken down at 19419 Pacific Coast Highway.

14 120. At approximately 11:05 p.m., Division Zulu radioed Division Alpha, "We're gonna
15 abandon all those homes in there where we have no water supply. We lost the anchor. I need you to
16 go up Chastain Parkway and start assisting with trying to get ahead of this as we're getting additional
17 spotting in the neighborhood that'll take it all the way to the Palisades."

18 121. At approximately 12:09 a.m. on January 8th, Operations radioed Division Zulu:
19 Ops: "We've got several water tenders coming from DWP. Are you going to need
20 or have any need for those in your division?"

21 Zulu: "Once they get here we might be able to reestablish inside. Right now, with
22 no water and too many homes burning, I had to reposition everybody when we lost
23 the anchor to try and keep it out of the other neighborhoods so that we don't lose
24 all of the Palisades."

25 122. At approximately 1:05 a.m. on January 8th, Division Alpha radioed Operations,
26 "Division Alpha requests assistance from DWP to deal with power line blocking entrance to Paseo
27 Miramar...there are engines above the power lines."

28 123. At approximately 1:42 a.m. on January 8th, Engine 443 radioed, "443 we're almost out

1 of water we're shutting down for a second."

2 124. At approximately 2:44 a.m. on January 8th, Division Zulu radioed Operations, "We've
3 lost most of the hydrant pressure in Zulu. At the top all the way down to Lachman. I'll need to refill
4 my engines. Even if we're only going to do fire-front following, they need some water to push the
5 fire path best they can."

6 125. At approximately 2:51 a.m. on January 8th, Operations radioed, "All 7 DWP water
7 tenders will be sent to Palisades Drive and Palisades Circle. Division Zulu will meet them there and
8 begin a pumping operation. These are rental water tenders."

9 126. At approximately 3:07 p.m., private water tenders depart the staging area for the Upper
10 Palisades.

11 127. At approximately 3:31 a.m. on January 8th, Engine 295 radioed Battalion 17 from 1624
12 San Onofre Drive, "Just be aware, the hydrant we're at is dry."

13 128. At approximately 8:43 a.m. on January 8th, Operations radioed, "Need an engine to
14 escort DWP to their pumping station at Santa Ynez."

15 129. The allegations in paragraphs 95-126 are by way of example only. When insufficient
16 water pressure or supply was reported at a given time for a given location, then the water pressure or
17 supply became inadequate in the area at some point prior to the time of the report. In sum, Plaintiffs
18 are informed and believe that (1) firefighters were stationed and ready to fight fire, and (2) as the fire
19 arrived, firefighters learned they were equipped with insufficient water. This devastating cycle
20 repeated itself as the destruction of the Pacific Palisades and surrounding communities unfolded.

21 **E. During The Initial Attack Of The Fire There Were No "Hurricane Force" Winds**

22 130. Plaintiffs are informed and believe that the January 7, 2025 Palisades Fire occurred
23 under historically typical, predictable and manageable weather conditions, contrary to LADWP's
24 false public statements that "This was an unprecedented hurricane wind-driven wildfire in an urban
25 area."¹²

26 131. On information and belief, analysis from 48 weather stations shows wind speeds were
27

28 ¹²<https://www.ladwpnews.com/pacific-palisades-fire-correcting-misinformation-about-ladwps-water-system/>

1 well below hurricane thresholds during the critical period of potential containment from 10:30 a.m.
2 to 4:00 p.m. (6 hours) on January 7th, when CAL FIRE reported the fire expanding from 10 acres to
3 200 acres. Data from 34 weather stations located within 10 miles of the fire's origin show that, during
4 the 6-hour potential containment period, the average maximum sustained wind speed was just 16.77
5 mph, with average maximum gusts of 24.82 mph.¹³

6 132. Plaintiffs are informed and believe that these facts refute LADWP's misleading
7 narratives that extreme weather conditions caused the fire's spread, rather than LADWP's lack of
8 water supply and water pressure at fire hydrants and operational helipads and water for firefighting
9 helicopters. Plaintiffs are informed and believe that the LADWP was on actual notice of inadequate
10 water pressure for firefighting purposes at certain fire hydrants as early as 2021 if and when the Santa
11 Ynez Reservoir was drained.

12 133. The graphics below illustrate that the wind speeds during the 6-hour potential
13 containment period were typical and not extreme.¹⁴



13 <https://firerebuild.com/palisades-fire-weather-report-and-analysis/>

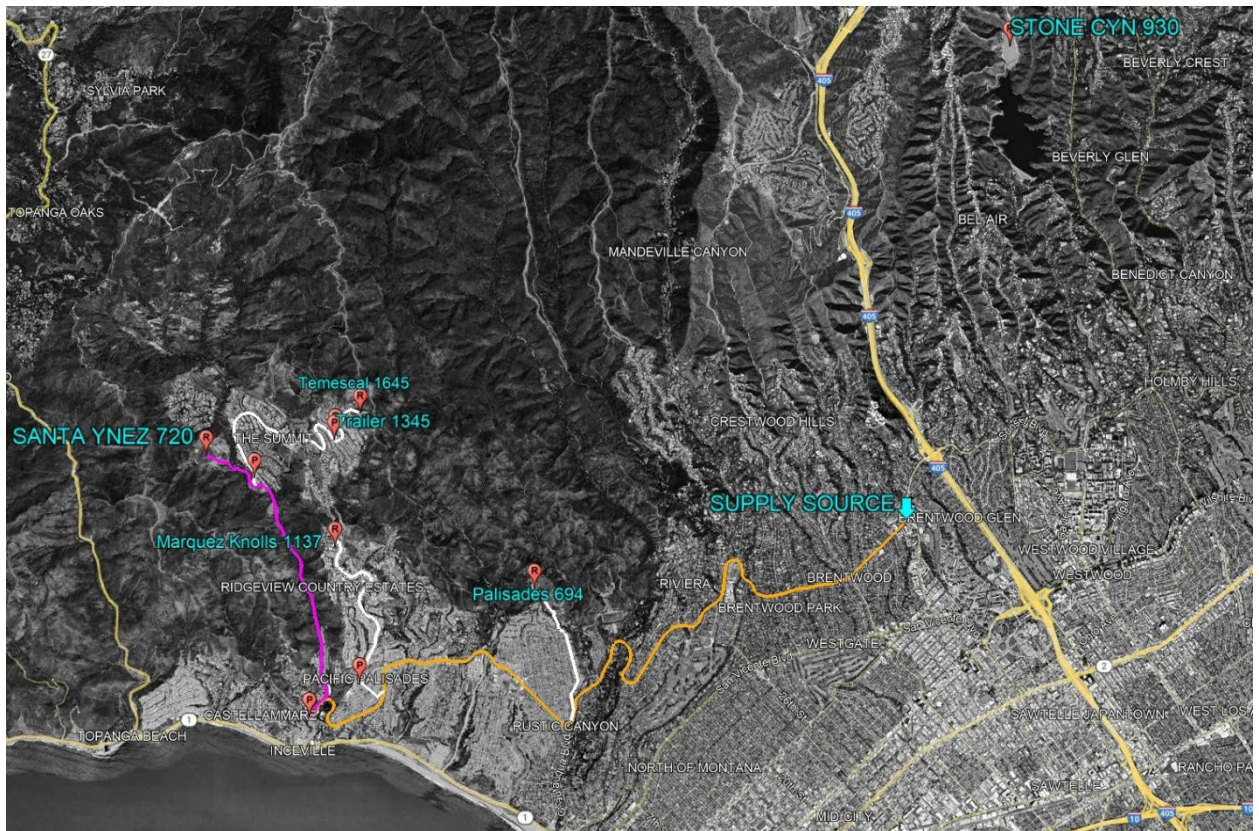
14 <https://firerebuild.com/palisades-fire-weather-report-and-analysis/>

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

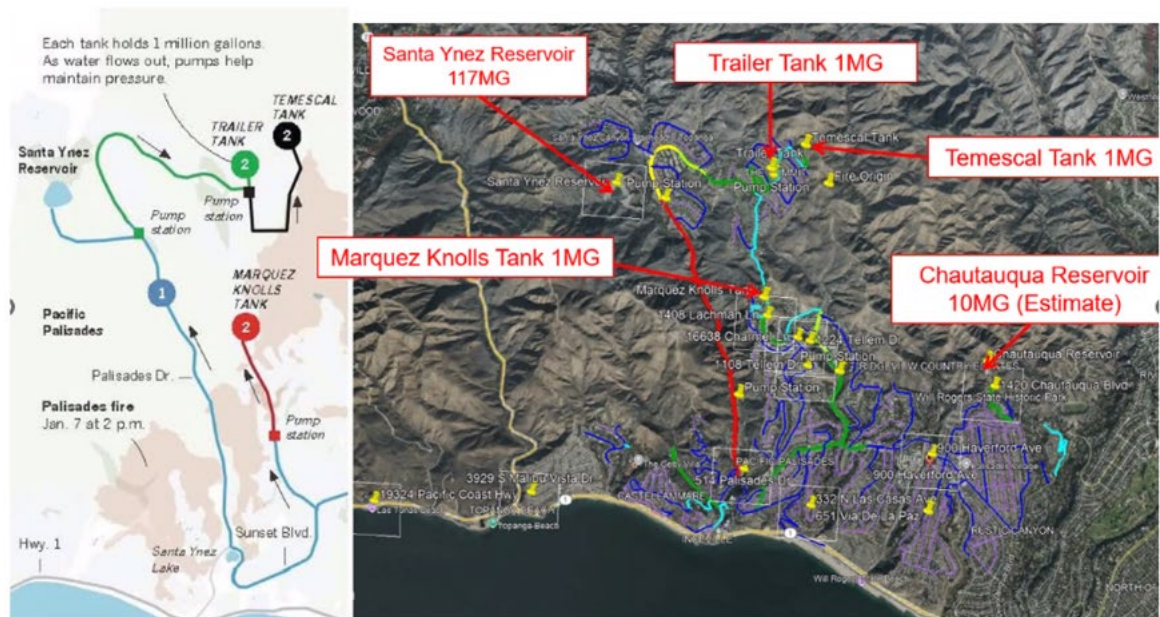


F. LADWP’S Water Supply System is a Public Improvement that Collapsed Due To A Lack Of Water Pressure

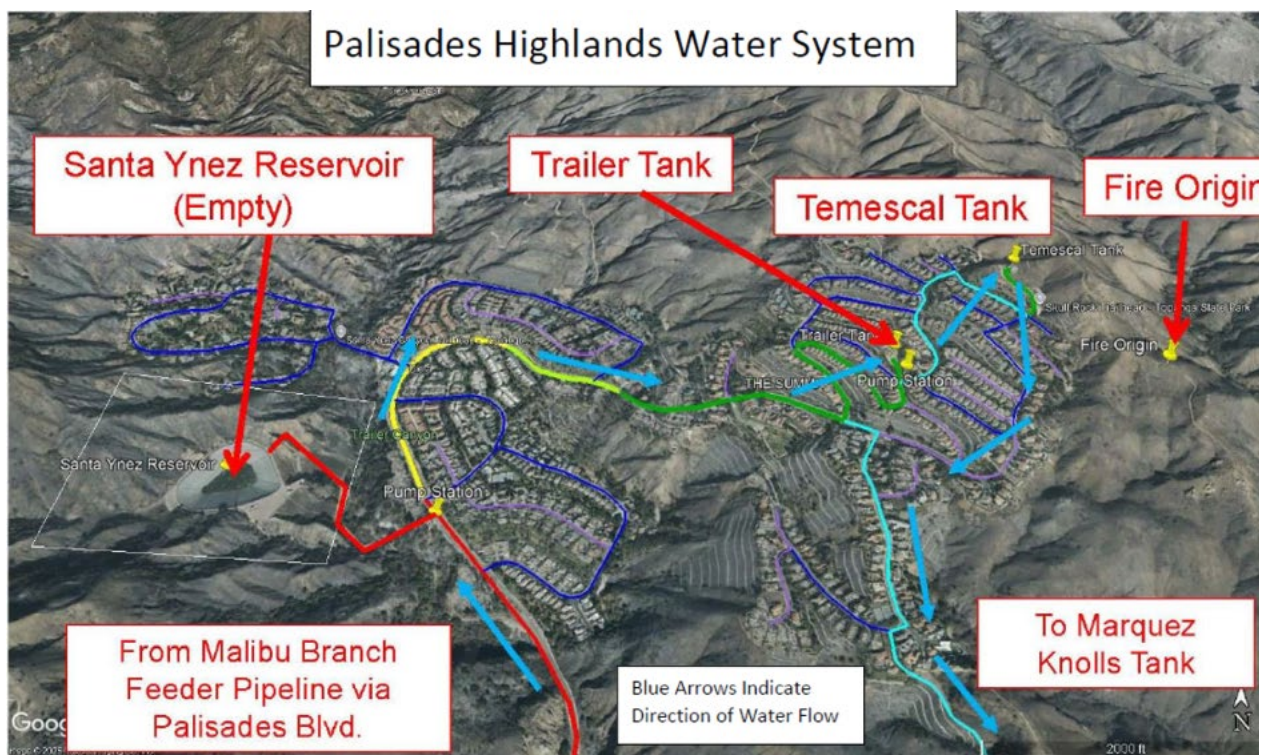
134. LADWP’s water supply to Pacific Palisades is fed by a single outdated 36-inch trunk line along Sunset Boulevard – the Westgate Trunk Line – that flows by gravity from the Stone Canyon Reservoir located in Bel-Air up to the Santa Ynez Reservoir and the Palisades Reservoir on Chautauqua Boulevard [1]. From the Santa Ynez Pump Station, water is lifted uphill into two (2) storage tanks, each with a capacity of 1 million gallons (“MG”). The tanks maintain downhill water pressure to homes in Palisades Highlands – and fire hydrants – by gravity flow. The capacities of the fire hydrants are dependent on consistently high static pressure from respective storage tank (so-called, “pressure zones”).¹⁵



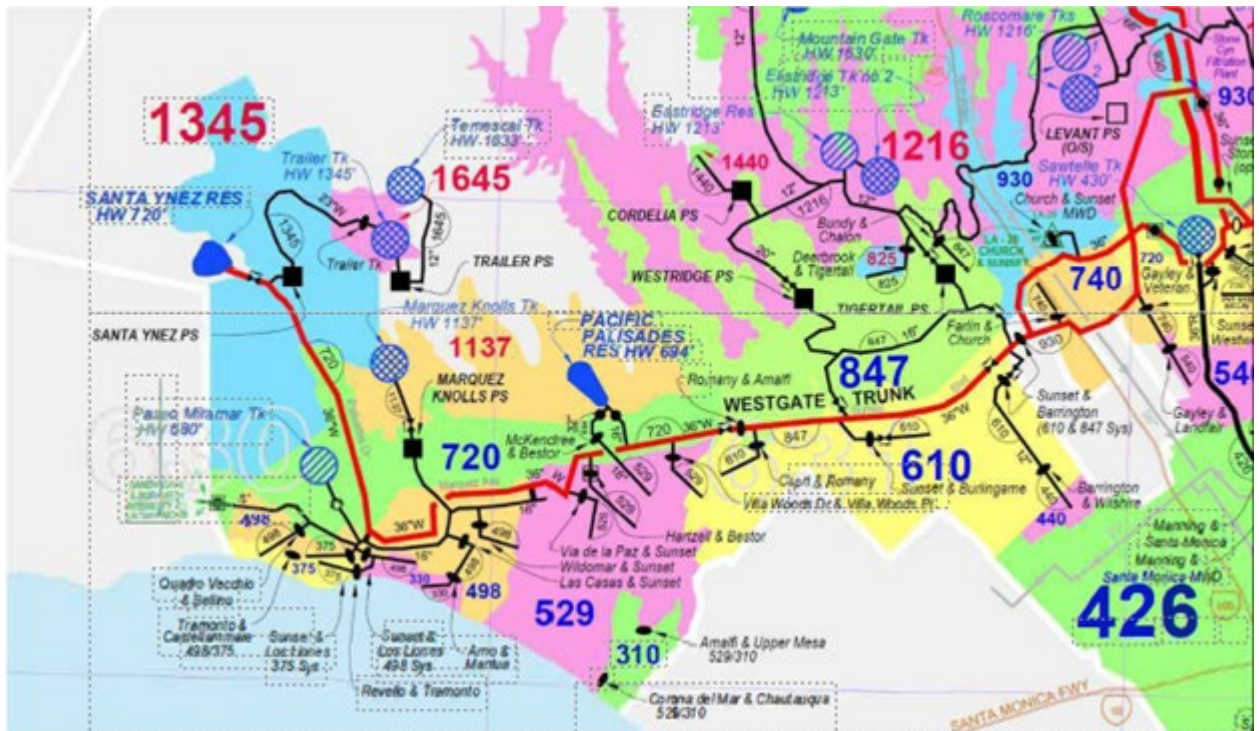
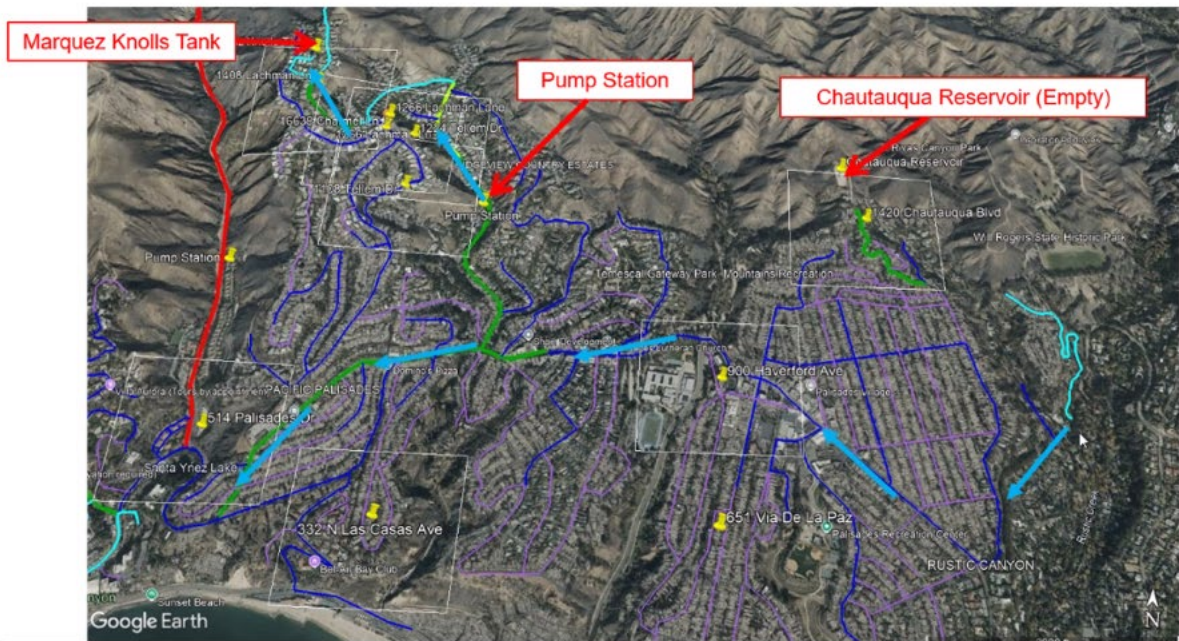
¹⁵ <https://www.latimes.com/california/story/2025-01-16/inside-the-dwps-losing-battle-to-keep-water-flowing-as-the-palisades-fire-exploded>



Palisades Highlights is upper half of Pacific Palisades while Palisades Village is lower half



Palisades Village Water System

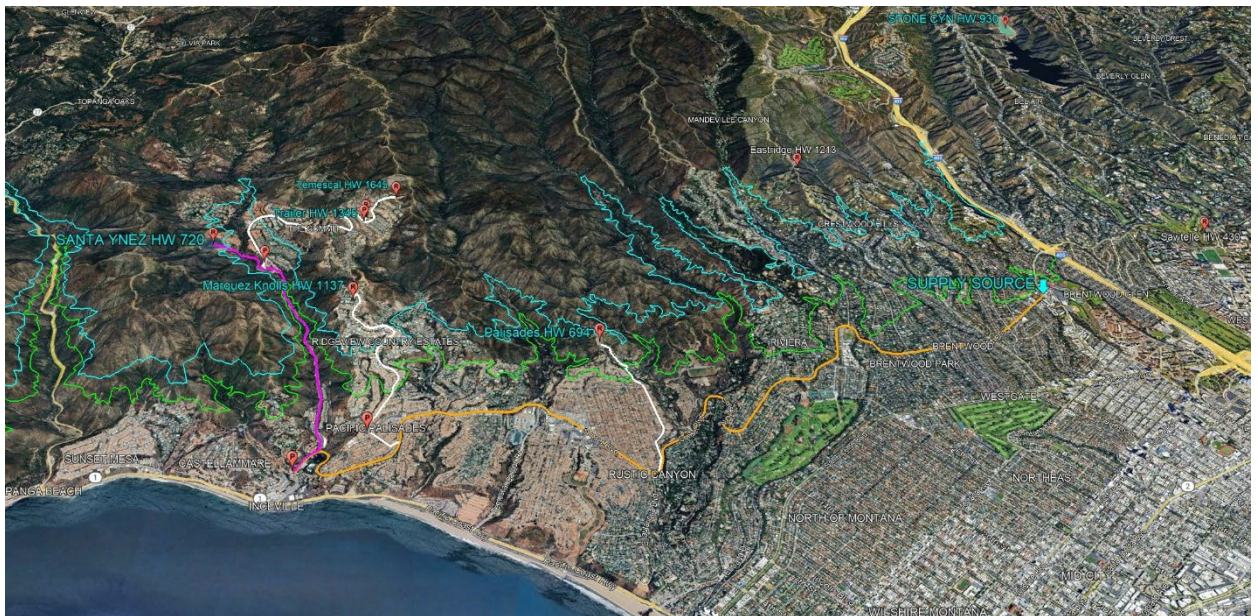


135. The water supply system in Pacific Palisades was a public improvement deliberately designed, constructed and maintained by the LADWP. In weighing the various options, the LADWP deliberately reached its decision to adopt this particular plan of design and construction. As designed, the Santa Ynez Reservoir served a critical role in the overall operation of the system. Not only was

1 the Santa Ynez Reservoir the sole supply source of 117 million gallons (“MG”) of water, it also
2 provided consistent static and dynamic pressures necessary for the entire system to function as
3 designed. To this end, the Santa Ynez Reservoir zone (Zone 720) was designed to maintain
4 backpressure at the terminus of the Westgate Trunk Line, indirectly raising pressures upstream to the
5 Palisades Reservoir. In accordance with the Hardy-Cross principle, the Westgate Trunk Line and the
6 Santa Ynez Reservoir worked in tandem to equalize flow and pressure along Sunset Boulevard,
7 thereby controlling pump suction pressures and reduced-pressure device set points as designed to
8 cascade water into Zones 529, 498, 375, and 310, depicted in the map below [2]. As designed, the
9 Santa Ynez Reservoir and the Santa Ynez Pump Station were intended to operate together as an
10 autonomous, high elevation subsystem capable of refilling uphill tanks 58 times ($117 \text{ MG} \div 2 \text{ MG}$)
11 before the Santa Ynez Reservoir would need to be refilled by the Westgate Trunk Line. The removal
12 of water from Santa Ynez Reservoir exposed an inherent risk in the design of the system, namely, a
13 substantial drop in water pressure, which rendered the system completely inoperable during a high-
14 volume water demand event – such as the Palisades Fire. Stated differently, the LADWP designed
15 the system knowing that the system would completely fail during a high-volume demand event if the
16 Santa Ynez Reservoir was taken offline. Not only would this eliminate 117 MG of available water to
17 the public, it would also cause a substantial drop in water pressure rendering the entire system
18 inoperable during a high-volume demand event. This specific danger / inherent risk materialized
19 during the Palisades Fire.

20 136. During the Palisades Fire, the reservoirs, storage tanks and the pump stations that
21 supply them could not keep pace with the demand placed on the water supply, including the fire
22 hydrants, and were a substantial cause of the uncontrolled spread of the Palisades Fire.
23 Catastrophically, instead of receiving outflows from the Santa Ynez Reservoir downhill and
24 simultaneously charging the Westgate Trunk Line to higher dynamic pressure, water was redirected
25 back uphill until pumps eventually failed to lift water into the Trailer and Temescal Tanks. The
26 Marquez Knolls Tank suffered a similar fate when the Westgate Trunk Line pressure dropped below
27 the factory-rated net positive suction head required (NPSHr) at the Marquez Knolls Pump Station.
28 As a result of the Santa Ynez Reservoir being drained, the Westgate Trunk Line was converted into

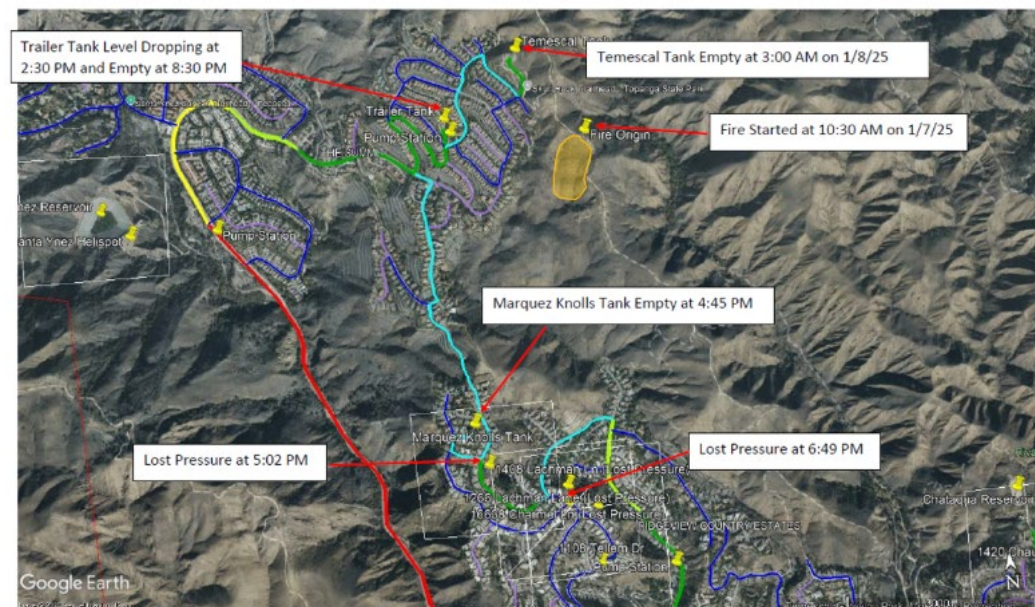
1 an emergent lifeline operated as a radial (dead-end) water transmission pipeline, a sole source of
2 water volume and pressure, and conveying fire flow in a single direction. This is contrary to a
3 transmission pipeline naturally responding to reversible, emergent high demands at any location in
4 the system. As a further result of the Santa Ynez Reservoir being drained and removed from the
5 system, when firefighters connected hoses and engine suction lines to numerous hydrants which
6 increased the total fire flow to a level that exceeded the capacity of the Westgate Trunk Line, the
7 system was constrained by a one-directional flow and backpressure at Sunset Boulevard near North
8 Barrington Avenue. This all occurred because the Westgate Trunk Line was severed from the Santa
9 Ynez Reservoir, the most critical source of water volume and pressure for all of Pacific Palisades.
10 The shortfall in total water storage is grimly demonstrated by the fact that 10.13 miles of 36-inch
11 pipeline contains 2.8 MG of (moving) water between North Barrington Avenue and the Santa Ynez
12 Reservoir, yet only 3.0 MG was available to supply fire flows from 3 tanks at the highest elevations
13 of Pacific Palisades.



14
15
16
17
18
19
20
21
22
23
24 137. On information and belief, the first storage tank – the Marquez Knolls tank – ran dry
25 no later than 4:45 p.m. on Tuesday, January 7th; the water level in the second tank – the Trailer Tank
26 – began to plummet and it ran dry no later than 8:30 p.m. on Tuesday, January 7th; and water levels
27 in the third tank – the Temescal Tank – began to drop no later than 6:30 p.m. and it ran dry no later
28

1 than 3:00 a.m. on Wednesday, January 8th.¹⁶ However, upon information and belief, the water
2 pressure had run low well before 4:45 p.m. on Tuesday, January 7th. For example, social media had
3 reported that the fire hydrant near 1408 Lachman Lane was dry at 4:45 p.m. (*see, supra* ¶ 99) meaning
4 that the water pressure would have run low, and eventually run out, at that location *before* the dry
5 hydrant could have been noticed and posted about.

6 Times Water Issues Arose



17 138. Upon information and belief, Plaintiffs allege that the Westgate Trunk Line pressure
18 dropped causing the Marquez Knolls and Santa Ynez Pump Stations to strain under conditions
19 including, but not limited to, high static lift, high friction losses (high velocities), low net positive
20 suction head available (NPSHa), and power supply issues. The higher static lifts exceeded the
21 stations' rated heads, causing operating points to "move to the left" such that pumping rates fell far
22 below factory rated capacities. The total fire flows exceeded the capacity of respective reservoir fill
23 lines and, instead of filling the 3 one-million-gallon tanks (Marquez Knolls, Trailer and Temescal
24 Tanks), the combined 3 MG storage quickly drained in failed attempts to augment the total pumped
25 flow up to hydrants at higher elevations. The severe shortfall of high-elevation water storage meant
26 that the Santa Ynez Pump Station (no longer autonomous) and all uphill systems sequentially failed

27
28 ¹⁶ *Id.*

1 shortly after the dynamic pressure of the Westgate Trunk Line fell below critical levels.

2 139. LADWP has admitted that 20% of the nearly 1,100 fire hydrants in the Palisades lost
3 water pressure during the fire.¹⁷ The actual number may be higher.

4 140. LADWP issued a press release on January 23, 2025 titled, “Correcting Misinformation
5 About LADWP’s Water System”, which claimed, “All LADWP pump stations remained operational
6 during the fire, and water supply remained strong to the area.”¹⁸ LADWP did not specify what
7 qualified as an “operational” pump station or what qualified as “strong” water supply.

8 141. However, during a Board of Water and Power Commissioners meeting on January 28,
9 2025, LADWP’s current chief of water operations, Anselmo Collins, said: “There was not enough
10 pressure in the pipes to provide what we call suction pressure for our pump to take that water, lift it
11 to a higher elevation. But as pressure dropped because of the high demands, eventually those pumps
12 were no longer able to pump water because the pressure was too low. The tanks that were full at the
13 beginning were dropping and while the pumps were still operational, the pumps could not keep up
14 with the demand. There was more water leaving the tanks than we could physically put into the tanks
15 because the demand was so great....”¹⁹

16 142. Plaintiffs are informed and believe that Collins’ statements to the Board of Water and
17 Power Commissioners refute LADWP’s own press release issued just five days earlier that all of its
18 pumps remained operational during the fire and that the water supply remained strong. Plaintiffs are
19 informed and believe that this is yet another example of LADWP’s campaign of misinformation to
20 the public concealing its own failures.

21 / / /

22
23
24 ¹⁷ *Id.*

25 ¹⁸ <https://www.ladwpnews.com/january-23-2025-update-ladwps-windstorm-and-wildfire-response/#:~:text=JANUARY%2023%2C%202025%2C%20UPDATE%3A%20LADWP’S%20WINDSTORM%20AND%20WILDFIRE%20RESPONSE,-January%2023%2C%202025&text=LADWP%20crews%2C%20joined%20by%20mutual,and%20repair%20broken%20power%20poles.>

27 ¹⁹ <https://ladwp-jtti.s3.us-west-2.amazonaws.com/wp-content/uploads/sites/3/2025/01/03123125/Remarks-by-LADWP-Executives-about-Wind-and-Wildfire-Response-January-2025.pdf>

1 143. In an interview with the L.A. Times, Collins admitted that LADWP could have shut
2 off the water to adjacent neighborhoods such as Brentwood to increase the water pressure to the
3 Pacific Palisades but LADWP made a deliberate decision not to do so. “We had a plan, but we did
4 not execute on the plan,” Collins said.²⁰

5 144. On information and belief, there was no other plan to rectify the lack of water pressure
6 in the supply system, resulting in dry fire hydrants and empty water tanks, leaving firefighters and
7 homeowners with virtually no water to fight the fire and destroying the Pacific Palisades community,
8 an inherent risk of draining the Santa Ynez Reservoir. The LADWP has recognized that the
9 LADWP’s reservoirs, storage tanks and fire hydrants will be used for firefighting efforts during
10 wildfires.

11 145. After the fire, LADWP posted an article on its website, *Correcting Misinformation*
12 *About LADWP’s Water System*. LADWP claimed: “Any assertion that fire hydrants in the Pacific
13 Palisades were broken before the Palisades fire is misleading and false. . . . LADWP repaired every
14 hydrant needing repairs as reported by LA Fire Department inspectors.”²¹

15 146. An independent investigation found results to the contrary. In 2024, firefighters
16 inspected 65,979 hydrants and submitted a list of 1,350 fire hydrants needing further inspection or
17 repairs. This included hydrants in the Pacific Palisades area near where the fire broke out.²² The
18 defects in the hydrants identified by the LAFD included broken valves, bent or damaged stems, and
19 leaks.²³ The red dots below show hydrants that were found to be in need of repair.

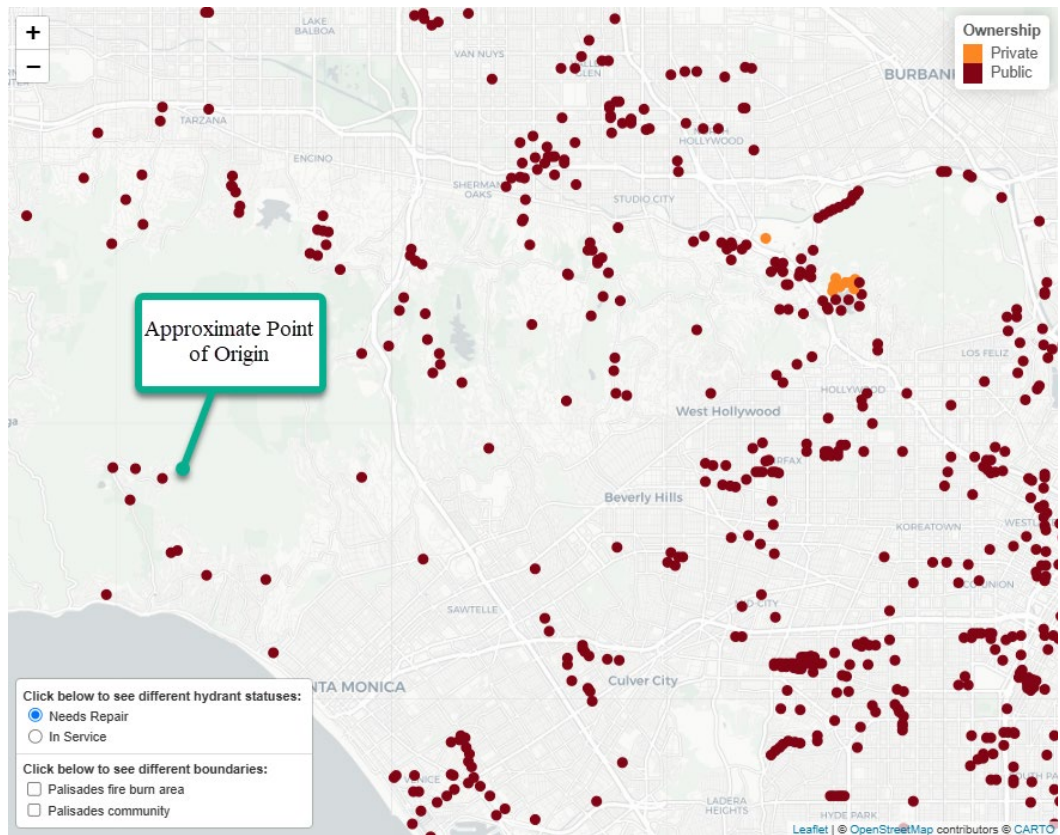
20 ///

21
22
23 ²⁰ *Id.*

24 ²¹ *Correcting Misinformation About LADWP’s Water System*, LADWP (Jan. 11, 2025),
<https://www.ladwpnews.com/pacific-palisades-fire-correcting-misinformation-about-ladwps-water-system/>.

25 ²² Ross Palombo, *KCAL News Investigation Finds More than 1,300 Fire Hydrants Need*
26 *Maintenance Across LA*, KCAL News (Feb. 12, 2025, 5:58 PM), <https://www.cbsnews.com/losangeles/news/kcal-news-investigation-finds-more-than-1300-fire-hydrants-need-maintenance-across-la/#>.

27 ²³ Matt Hamilton, *LAFD Did Not Alert DWP to More than 1,000 Fire Hydrants Needing Repair*,
28 L.A. Times (Mar. 21, 2025) <https://www.latimes.com/california/story/2025-03-01/lafd-dwp-more-than-1-000-fire-hydrants-needing-repair>.

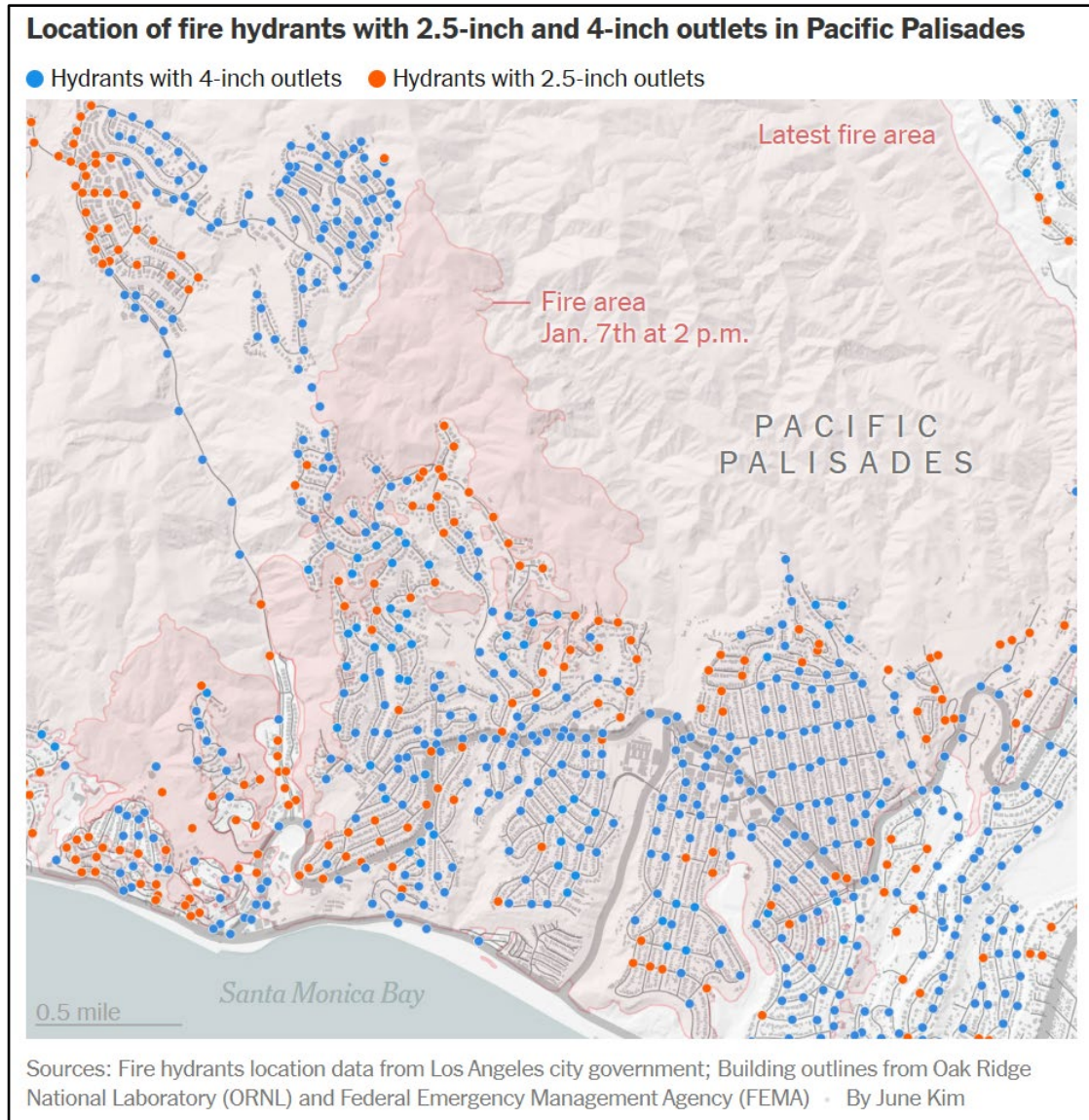


147. Making matters worse, many of the hydrants that had received service were outdated. Seventeen percent of all hydrants in Los Angeles—including twenty-four percent of those within the Palisades Fire’s perimeter—had only a 2.5-inch outlet. According to an investigation by *The New York Times*, “The standard for modern fire hydrants is to be equipped with a larger outlet for firefighters to draw a greater volume of water, in addition to at least one other outlet.”²⁴ As the American Water Works Association, which establishes industry standards for fire hydrants across the country, stated in the article, a single 2.5 outlet is “not considered to be suitable for normal fire-protection service.”²⁵ In contrast, hydrants with 4-inch outlets allow firefighters to distribute a larger volume of water more quickly. Additional outlets also allow firefighters to attach more than one hose or provide backup if the primary outlet fails.

²⁴ Mike Baker & Robert Gebeloff, *Los Angeles Had Substandard Hydrants Near Devastating Fire’s Starting Point*, N.Y. Times (Feb. 4, 2025), <https://www.nytimes.com/2025/02/04/us/los-angeles-fire-hydrants-substandard.html>.

²⁵ *Id.*

1 148. Michael Fronimos, a fire chief in Michigan who has pressed fire departments to assess
2 their hydrant systems, “expressed surprise to see images of the smaller-capacity hydrants that [were]
3 still operating in the Palisades.”²⁶ The map below, from *The New York Times*, shows the prevalence
4 of outdated hydrants in and near the Palisades Fire’s perimeter.



23 149. On information and belief, the City deliberately decided to maintain the water-supply
24 system knowing that it required the Santa Ynez Reservoir to be filled in order to function during high
25 volume demand events. With the Santa Ynez Reservoir drained, and no alternate reservoir (such as
26 the Palisades Reservoir to be filled in its place), the system lacked the requisite water pressure to
27

28 ²⁶ *Id.*

1 function. Thus, coupled with an outdated trunk line, outdated and unrepaired hydrants, and pumps
2 that could not keep up when water demand was high resulted in dry fire hydrants and empty water
3 tanks, leaving firefighters and homeowners with virtually no water to fight the fire . The deliberate
4 design and maintenance protocol created an inherent risk of harm to residents of the Palisades and
5 surrounding areas. The LADWP has acknowledged that this water supply system was intended and
6 deliberately designed to provide water to the public in the event of wildfires.

7 150. LAFD Captain Kevin Easton was part of a structure protection team assigned to
8 protect homes in Palisades Highlands on January 7th. After midnight, the fire hydrants that were being
9 used to fight the fire ran dry. “Completely dry – couldn’t get any water out of it,” said Captain Easton.
10 As reported by the N.Y. Times, “Even on Wednesday afternoon – hours after the hydrants had gone
11 dry – there was still no water. Houses in the Highlands burned, becoming part of more than 5,000
12 structures destroyed by the Palisades fire so far.” “By Thursday evening, Kristin M. Crowley, the
13 chief of the Los Angeles Fire Department, said firefighters had stopped tapping into the hydrants
14 altogether. ‘Right now, we’re not utilizing the hydrants,’ Chief Crowley said.”²⁷

15 151. Rick Caruso, a real estate developer who served two previous terms as President of
16 the LADWP, relied upon a team of private firefighters with their own water tenders, to protect his
17 outdoor shopping mall, The Palisades Village, as well as some nearby homes. On January 7th at
18 approximately 11:11 p.m., Mr. Caruso was interviewed live on Fox 11 News. “There’s no water in
19 the Palisades. There’s no water coming out of the fire hydrants,” Caruso said. “This is an absolute
20 mismanagement by the City. It’s not the firefighters’ fault but it’s the City.” “If you don’t have water,
21 you can’t put out fires.”²⁸

22 152. On information and belief, LADWP had notice of water pressure problems in the
23 Pacific Palisades no later than August 2024 and as early as 2021. However, LADWP deliberately
24 decided to maintain the water-supply system as it was.

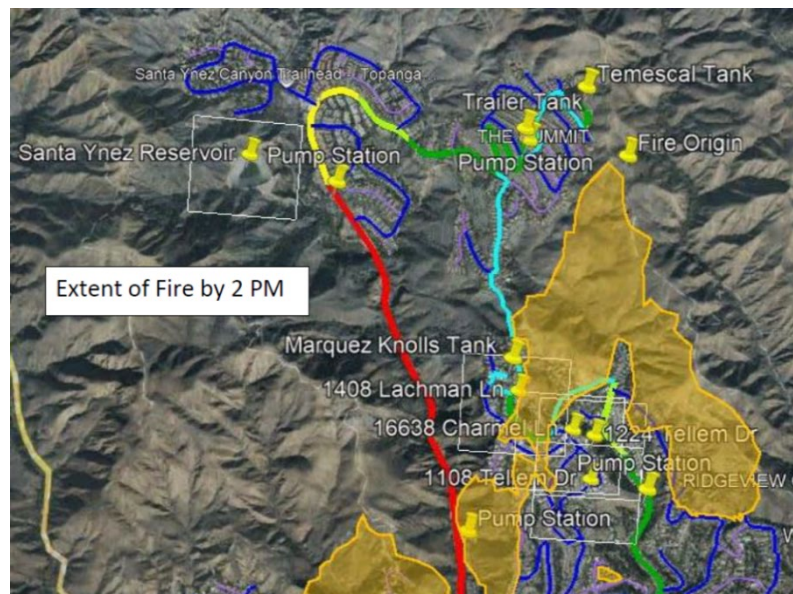
25 153. On information and belief, Defendants water supply system failed during the Palisades
26 Fire, and this failure was a substantial factor in causing damage to the Plaintiffs’ properties.

27
28 ²⁷ <https://www.nytimes.com/2025/01/09/us/los-angeles-fire-water-hydrant-failure.html>

²⁸ <http://www.foxla.com/video/1573156>

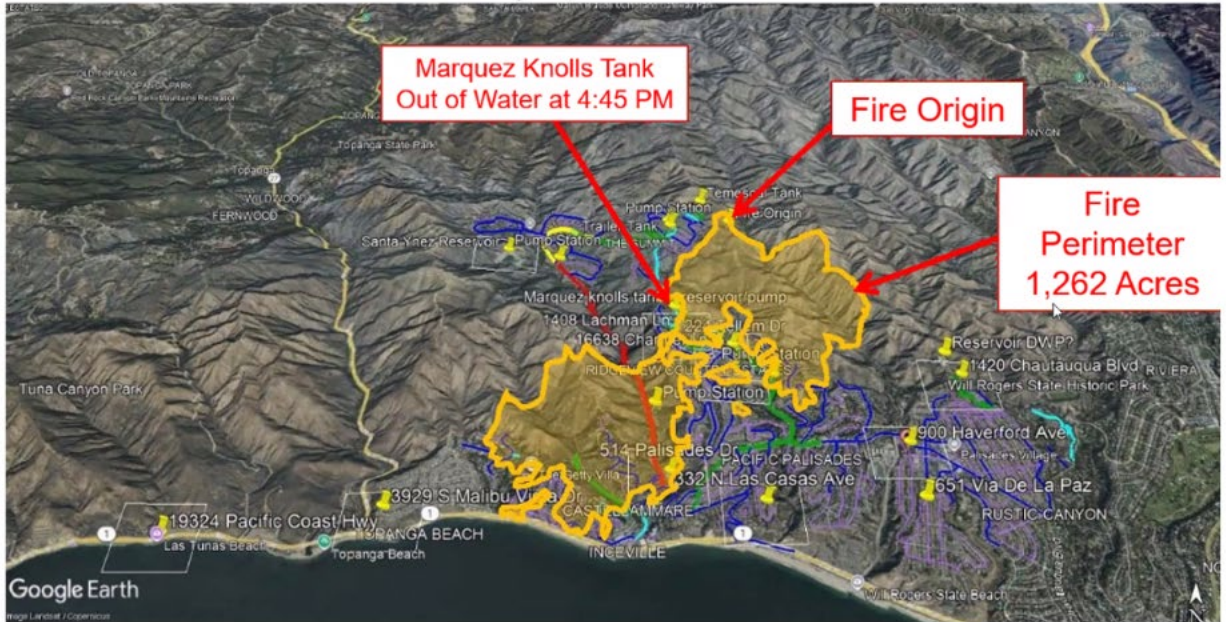
1 Specifically, the mass destruction of property in the Palisades fire was the necessary and probable
2 result of the way the LADWP chose to design, construct and maintain the water supply system. The
3 LADWP deliberately chose to make the Santa Ynez Reservoir the *sine qua non* of the entire water
4 supply system, knowing the removal of that reservoir would cause the entire system to fail during
5 high-volume demand event. The immediate, direct, and necessary effect of that choice was to produce
6 the catastrophic damage suffered by thousands in the Palisades fire. That damage was an inescapable
7 and unavoidable consequence of the water supply system, as designed, planned and constructed by
8 the LADWP.

9 154. Plaintiffs are informed and believe that the first waterdrop from an LAFD helicopter
10 occurred around 10:40 a.m. on January 7. However, as discussed *infra* section H, due to the
11 LADWP's decisions to cover and drain the Santa Ynez and Pacific Palisades Reservoirs, the rate and
12 volume at which helicopters could support the firefight was severely diminished, and thereafter
13 helicopters were forced to fly to far-away helipads in Malibu and elsewhere to refill their water tanks
14 before returning to the fire to drop their loads of water. As a result, Plaintiffs allege that aerial
15 firefighting was unable to contain the spread of the fire. By approximately 2:00 p.m. on January 7th,
16 the fire had burned into residential neighborhoods. Ground-based firefighters applied water from
17 hydrants, but almost immediately—and by no later than—2:30 p.m. the water level in the Trailer
18 Tank began to “plummet”.



Palisades Fire Progression

January 7, 2025 @ 3:17 PM



155. Plaintiffs are informed and believe that by approximately 5:00 p.m. the fire had burned southward into the Marquez Knolls neighborhood, and the Marquez Knolls water storage tank was empty. Aerial firefighting efforts were discontinued at approximately 7:00 p.m. for the night due to strong winds.

156. Plaintiffs are informed and believe that by approximately 5:00 p.m., low water pressure was reported in the fire hydrant adjacent to 1408 Lachman Lane in the Marquez Knolls.

///



By approximately 5:00 PM, low water pressure was reported in the fire hydrant adjacent to 1408 Lachman Lane.

157. Plaintiffs are informed and believe that despite the scope and scale of the Palisades Fire, where water was available to firefighters, they were able to save structures. One example of this was the private developer, Rick Caruso, who brought in private firefighters and water tenders to supply water to protect his Palisades Village development when LADWP's fire hydrants ran dry. The map below illustrates that although the homes and businesses all around Palisades Village burned to the ground, Caruso's development was saved because they had an independent water supply from hired water tenders.

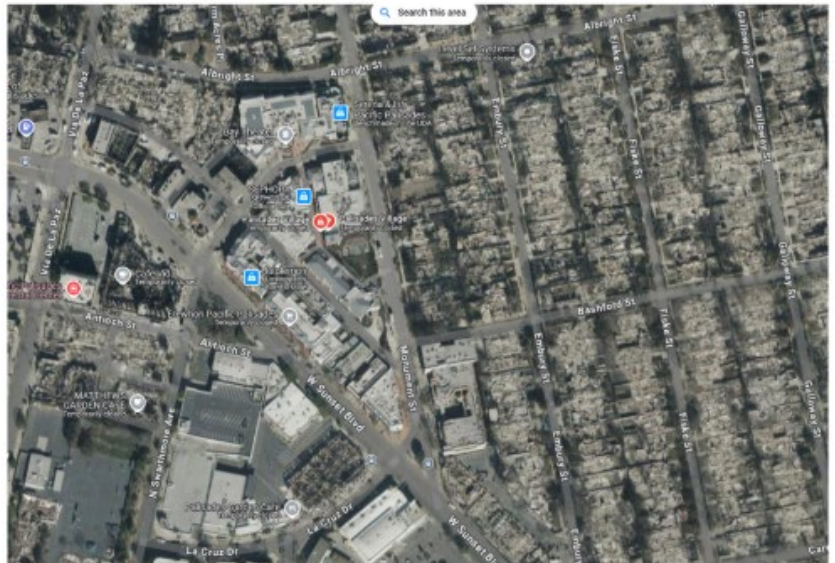
///

Palisades Village Test Case

- Palisades Village mall survived even though the fire consumed almost every structure surrounding the mall. Owner Rick Caruso brought in private firefighters with water tanks to fight the fire.
- Caruso claims that the fire hydrants were dry when his team tried to access them.



Damage Around Palisades Village



G. The Santa Ynez Reservoir And Palisades Reservoir, Critical Water Resources For The Palisades, Were Empty During The Palisades Fire

158. Plaintiffs are also informed and believe that LADWP's Santa Ynez Reservoir was drained and out-of-service during the Palisades Fire and that this failure was the result of LADWP's decision to forgo proper and reasonable inspection, maintenance and repair of the reservoir's floating cover as a cost savings decision. The disastrous result was that fire hydrants ran dry during the critical first twelve hours of the firefight, which was an inherent risk of LADWP's "wait until it breaks" maintenance policy. LADWP's decision to forgo maintenance of the Santa Ynez Reservoir was a substantial factor in causing Plaintiffs to suffer the losses alleged herein and specifically below.

159. The Santa Ynez Reservoir, a 117-million-gallon water storage complex that is part of the Palisades water supply system was empty at the time of the Palisades Fire erupted, leaving firefighters with only 2.5% of the Palisades' total water supply to fight the fire. The Santa Ynez Reservoir was built to provide a critical public use – fire protection. Indeed, to accommodate growth in Pacific Palisades, the LADWP built the Santa Ynez Reservoir in Santa Ynez Canyon, as well as a pumping station "to increase fire protection," as the LADWP's then-chief water engineer, Gerald W. Jones, told the Los Angeles Times in 1972. Such public use concerns the whole community in Pacific Palisades and surrounding areas, as distinguished from a particular number of individuals.

160. Further, according to the LADWP's *Dam/Reservoir Emergency Manual*, the "LADWP will maintain water supply to the distribution system for fire suppression and customer needs." Further, the LADWP's *Critical Infrastructure Manual* provides: "A failure of one critical infrastructure can potentially have a domino effect causing other critical infrastructures to fail as well. . . A prolonged interruption and a delayed recovery response to critical infrastructures in the City of Los Angeles will pose a significant threat to the health, safety, and property of its residents." The LADWP thus knew about the significant risk wildfires posed in the event of ineffective infrastructure management, delayed repairs, unsafe equipment, and/or aging infrastructure decades before the Palisades Fire. The reservoirs were a vital necessity to the public.

161. Plaintiffs are further informed and believe that LADWP's Wildfire Mitigation Plan specifically states that its reservoirs are available for use during wildfire events.

1 “The Water System also has water storage tanks and reservoirs that are available for
2 use during wildfire events. Should the need arise, LADWP’s crews are available to
3 provide support in water distribution system operations related to firefighting efforts.
4 There are formal agreements with LAFD and Los Angeles County Fire Department
(LACoFD) on the use of LADWP’s tanks, reservoirs, and helipads within the Los
Angeles Metro and Aqueduct areas as well as over 60,000 fire hydrants citywide that
are available to support fire-fighting efforts.”²⁹

5 162. As originally designed, the Santa Ynez Reservoir supported hover, or snorkel, fill-ups
6 from helicopters. Hover fills—where a helicopter hovers over a body of water and uses a snorkel to
7 fill up its tank—are significantly faster than ground fills, in which a helicopter must land, connect a
8 hose to a hydrant to fill up, and depart. Around 2010, LADWP made the deliberate decision to install
9 a floating cover on the Santa Ynez Reservoir. According to an LADWP project manager, “Once the
10 floating cover is in place, these helicopters will no longer be able to dip their snorkels into the Santa
11 Ynez Reservoir, but will instead have to use the cistern at Pacific Palisades Reservoir.”³⁰ LADWP
12 made the deliberate decision to cover the reservoir to prohibit hover fills despite the availability of
13 other covers or systems that would have permitted hover fills. In addition, as discussed *infra*, LADWP
14 also deliberately maintained the cistern at Pacific Palisades Reservoir in a way that allowed it to crack
15 and leak, and ultimately made the deliberate decision to drain that reservoir. As a result, LADWP
16 made the deliberate decision to maintain two reservoirs—originally designed to permit snorkel fills—
17 in such a way so that neither reservoir allowed snorkel fills on January 7, 2025.

18 163. But, when that public use became most needed on January 7, 2025, the Santa Ynez
19 Reservoir was empty, having been drained in April of 2024 awaiting repairs to its floating membrane
20 cover. The blue arrow in the image below depicts the location of the Santa Ynez Reservoir and the
21 red arrow depicts the location of the suspected origin of the Palisades Fire.

22 ///

23
24
25
26
27 ²⁹ <https://www.ladwp.com/who-we-are/power-system/power-reliability/wildfire-mitigation-plan>
28 ³⁰ Dev, *Santa Ynez Reservoir Construction Begins*, Palisadian-Post (July 23, 2009),
<https://www.palipost.com/santa-ynez-reservoir-construction-begins/>.



164. Plaintiffs are informed and believe that LADWP's Operations, Maintenance, and Monitoring Plan (OMMP) required LADWP to perform annual underwater inspections of the floating cover of the Santa Ynez Reservoir to inspect it for damage, tears and leaks. However, Plaintiffs allege that LADWP violated its own OMMP by ignoring this maintenance plan and instead adopted a maintenance protocol that did allow damage to the floating cover to be discovered sufficiently early, such that repairs could be made without the need to drain the Santa Ynez Reservoir. This maintenance protocol created an inherent risk in that large tears or other damage to the floating cover would require the Santa Ynez Reservoir to be drained so that repairs could be made, thereby comprising the integrity and functionality of the entire water supply system, as described above.

165. Plaintiffs are further informed and believe that the State of California's regulators required LADWP to follow the guidelines published in the "Geomembrane Floating Covers and Liners" Manual of Water Supply Practices, published by the American Water Works Association (commonly referred to as the "M25" Manual). This M25 Manual recommends "A detailed inspection on the floating cover should be performed on a monthly basis, at a minimum" to check for holes and tears in the cover. This manual further recommends that during the monthly detailed inspection, the inspector should perform the following work:

- a) Traverse the floating cover at a maximum of 25-foot intervals, ensuring all shop and field seams are inspected;

- 1 b) Check all hatches, vents, and surface water collection areas along with the overall
2 surface of the floating cover for accumulation of debris, surface water, and signs of
3 leakage;
4 c) mark all holes and tears that are found. Patch damaged areas utilizing closed-cell repair
5 floats to maintain a gap between the finished water and the floating cover area under
6 repair.
7 d) Note all comments on the inspection checklist including the type and location of all
8 repairs made, equipment maintenance, and cleaning. Sign and date the checklist.

9 166. Further, the M25 Manual recommends, “Underwater inspection by divers or ROVs
10 are usually performed at least annually, or more frequently if necessary, to investigate concerns
11 regarding damage to the floating cover or equipment.” The manual recommends the following
12 inspections be performed during these underwater inspections:

- 13 a) Inspect and document floating cover conditions, at reservoir inlets and outlets, valves
14 and gates, grillages and floating cover support structures, and surface water collection
15 throughs;
16 b) Compare documentation taken to previously recorded video and/or photos on file;
17 c) Prepare a written report detailing findings, including video and/or photos, with
18 specific maintenance recommendations.

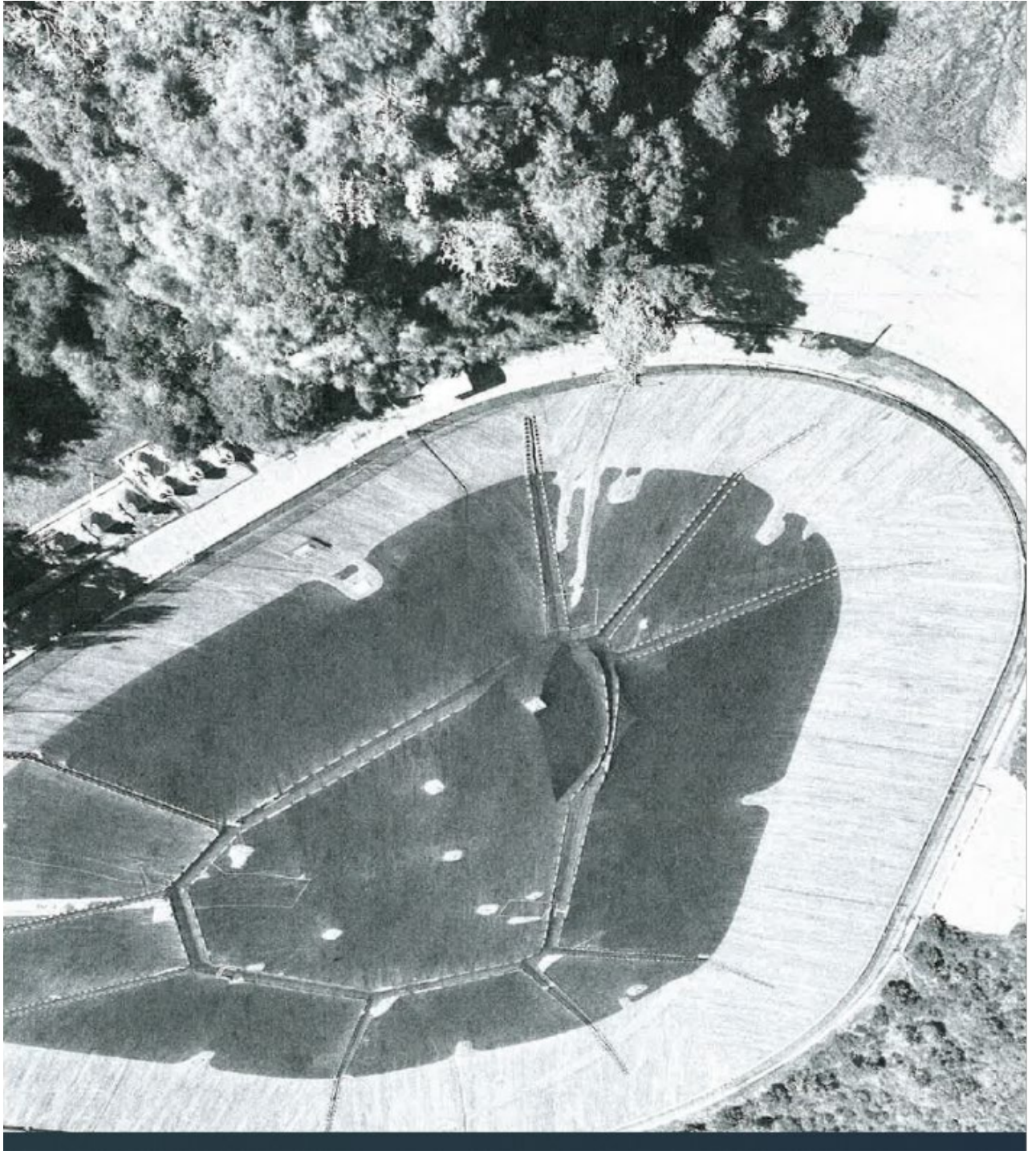
19 167. Plaintiffs are informed and believe, based upon documents produced by LADWP in
20 response to California Public Records Act (CPRA) requests, that John Kemmerer, Regulatory Affairs
21 and Consumer Protection, Water Quality Division, of LADWP wrote an internal email, dated
22 November 19, 2024, which made the following stunning admissions:

23 “During our meeting yesterday we discussed seeking DDW’s approval to change our
24 commitment for underwater inspections of reservoirs with floating covers. As
25 discussed and as noted below, **the OMMPs for these reservoirs state that
underwater inspections will be done ‘at least once a year.’** We’d like to revise this
to once every three years (two per year).

26 **Based on past practice, we have been doing less than two per year. Our 2022 and**
27 **2023 floating cover annual reports to DDW note that none were done in either**
28 **year. We did one in 2021 (Santa Ynez), one in 2024 (Franklin) and plan to do at**
least one in 2025 (Eagle Rock).” (emphasis added).

1 168. Plaintiffs are informed and believe that the floating cover on the Santa Ynez Reservoir
2 was defective and prone to tears, and despite a history of tears in the cover, LADWP failed to perform
3 detailed monthly inspections or annual underwater inspections of the floating cover to check for
4 damage and tears. Specifically, plaintiffs are informed and believe that a tear in the floating cover
5 occurred in early 2022 and LADWP hired the contractor which originally installed the cover, Layfield
6 USA Corporation, to perform repairs in May of 2022. According to records obtained through the
7 CPRA, plaintiffs are informed and believe that a 36-inch tear in the floating cover was discovered in
8 April of 2022 by LADWP. LADWP issued a purchase order to Layfield on May 17, 2022 to repair
9 that tear. On April 27, 2022, LADWP began draining the Santa Ynez Reservoir in preparation for
10 performing this repair. Plaintiffs are informed and believe that once drained, LADWP discovered that
11 the size of the actual tear was 6 feet long, the full extent of which was not visible until the reservoir
12 had been drained because LADWP had not performed the required monthly detailed inspections or
13 annual underwater inspection of the cover. Plaintiffs are informed and believe that the repair to the
14 tear in the floating cover was completed and LADWP began refilling the Santa Ynez Reservoir on
15 June 16, 2022 and that the reservoir was placed in full service on July 28, 2022, or three months after
16 the tear was originally discovered.

17 169. Plaintiffs are informed and believe that on January 16, 2024, LADWP's Water
18 Operations staff discovered another tear in the floating cover. Plaintiffs are informed and believe that
19 this tear was not discovered because LADWP had performed the required monthly detailed
20 inspections or annual underwater inspections, but rather because workers noticed that rain pumps
21 (intended to pump off rainwater that accumulated on top of the cover) were continuously running
22 because water beneath the cover was leaking through a tear onto the surface of the cover. According
23 to an internal email, dated February 1, 2024, "Water Operation's Reservoir Maintenance crews will
24 perform the repairs," and a plan to drain the 56 million gallons of the water then stored in the reservoir
25 was made in order to repair the torn cover. However, plaintiffs are informed and believe that the tear
26 continued to propagate in size over time. On February 13, 2024, LADWP performed an aerial
27 inspection of the reservoir and discovered that the tear was actually hundreds of feet long as shown
28 in the photo below.



1 170. Based upon this aerial inspection, an LADWP Construction and Maintenance
2 Supervisor sent an email on February 13, 2024 saying, “I would say that a tear that magnitude is
3 outside of our expertise and capabilities.” That same day, LADWP contacted Layfield requesting a
4 quote to repair the tear and asked, “If possible, we would like to stop the propagation of the tear.
5 Would you happen to have any tools/products you can recommend to stop the tear from opening
6 more? We are thinking of making a hole punch at the end of the tear to slow it down. Does that seem
7 feasible? If so, how big should the hole be?”

8 171. However, plaintiffs are informed and believe that LADWP failed to perform any
9 interim repair to stop the propagation of the tear, which only continued to worsen over time.

10 172. Plaintiffs are informed and believe that LADWP began draining the Santa Ynez
11 Reservoir on or about February 27, 2024 of its 56 million gallons of water, which was discharged
12 into the Pacific Ocean. The LADWP could have left water in the reservoir, uncovered, while the
13 cover was being repaired. Even if more expensive, this would have permitted helicopters to hover fill
14 at Santa Ynez Reservoir and increased the volume in the water-supply system should a fire erupt
15 while the cover was being repaired. Despite this alternative, however, LADWP deliberately decided
16 to conduct repairs with the reservoir empty.

17 173. Plaintiffs are informed and believe that Layfield submitted a proposal to repair the tear
18 in the cover of the Santa Ynez Reservoir on February 27, 2024.

19 174. Plaintiffs are informed and believe that in March of 2024, LADWP began to plan to
20 refill the Palisades Reservoir at the top of Chautauqua Boulevard, which had been out of service since
21 July 2013, as an alternate water supply source for the Palisades while the Santa Ynez Reservoir was
22 undergoing repairs. However, shortly after LADWP began preparing to refill the Palisades Reservoir,
23 which has a concrete cover, leaks and structural concerns were discovered by LADWP. In a March
24 29, 2024 email, an LADWP manager of property management stated, “About #2, looks like Palisades
25 Res is off the table since Civil Structural deemed the roof unsafe and employees shouldn’t be inside.
26 We don’t know what Water Control’s Plan B looks like.” Plaintiffs are informed and believe that
27 LADWP deliberately eschewed a “Plan B” to provide the Palisades with a backup source of water
28 storage while the Santa Ynez Reservoir was drained for repairs to the cover. Specifically, LADWP

1 did not spend the money necessary to quickly repair the Palisades Reservoir, thus accepting the
2 inherent risks involved in leaving its water-supply system with two empty reservoirs should a fire
3 erupt.

4 175. On April 2, 2024, LADWP reported in their Water Quality Control Minutes that the
5 Santa Ynez Reservoir “is verified empty” and that “crews will prepare for floating cover assessment
6 and repair.”

7 176. Plaintiffs are informed and believe that on April 4, 2024, LADWP estimated the size
8 of the tear in the floating cover was 120 feet in length. On April 9, 2024, LADWP reported that the
9 size of the tear was 162 feet 6 inches in length. Still, LADWP had done nothing to stop the
10 propagation of the size of the tear three months after the tear was first discovered.

11 177. Plaintiffs are informed and believe that on April 17, 2024, Layfield submitted its
12 proposal to LADWP to repair the tear in the cover.

13 178. Despite the decision in March of 2024 that the Palisades Reservoir was structurally
14 unsound and could not be put back into service temporarily as a “Plan B” while the Santa Ynez
15 Reservoir was drained for repairs, inexplicably in June of 2024 LADWP issued an internal email
16 from its Water Operations Division stating:

17 “The Pacific Palisades Reservoir will be returned to service after being out of service
18 for over a decade. The reservoir is currently being cleaned with an inlet/outlet line
19 modification. Placing the reservoir into service was necessary, especially during the
20 summer months, as the Santa Ynez Reservoir is out of service due to a major tear on
its floating cover. A contract is currently being implemented for the repair of the
tear.”

21 179. Plaintiffs are informed and believe that this statement was false, as LADWP had
22 previously deemed the Palisades Reservoir unsafe months earlier and no contract had been
23 “implemented” to repair the tear in the cover of the Santa Ynez Reservoir. Indeed, as alleged *infra*,
24 that contract would not be awarded to Layfield until November 21, 2024.

25 180. Plaintiffs are further informed and believe that LADWP continued to publish these
26 false statements to regulators, knowing them to be untrue. Specifically, on June 6, 2024, John
27 Kemmerer, Regulatory Affairs and Consumer Protection of LADWP’s Water Quality Division, sent
28 an email to members of the California Water Board stating:

1 “As noted during our Project Status meeting last month, LADWP is looking to put
2 the Pacific Palisades Reservoir back into service to address potential water supply
3 shortfalls due to the Santa Ynez Reservoir begin out of service. There is now interest
4 in putting this Reservoir back into service as soon as possible. Pacific Palisades
5 Reservoir would potentially remain in service until repairs to the cover of the Santa
6 Ynez Reservoir are completed, which may be until approximately November, 2024.”

7 181. Plaintiffs are informed and believe that although LADWP had already received
8 Layfield’s repair proposal in February of 2024, LADWP decided to put the repair work out for
9 competitive bids on June 20, 2024. This was a deliberate decision made in the hope of saving costs
10 on repairing the reservoir. Although four bidders initially expressed interest, Layfield was the only
11 contractor which actually submitted a bid to perform the repairs. Results of the bid were published
12 on July 11, 2024.

13 182. Plaintiffs are informed and believe that on August 8, 2024, a Webex meeting was held
14 between various LADWP engineers and property managers and the following decision was made:

15 “Due to safety concerns with entry into the reservoir to perform any repairs and the
16 uncertainty of any repair methods, it was agreed to operate the system without the
17 Pacific Palisades Reservoir while the Santa Ynez Reservoir is out of service.
18 Management concurrence is requested.”

19 183. Plaintiffs are informed and believe that on August 13, 2024, LADWP sent an email to
20 Layfield stating, “We are pleased to announce that the Los Angeles Department of Water and Power
21 has awarded the Bid for REPAIR, FLOATING COVER, SANTA YNEZ RESERVOIR, to your
22 company, Layfield USA Corporation.” The email also asked Layfield to submit the required
23 performance, labor and material bond forms within 30 days. Plaintiffs are informed and believe that
24 on September 10, 2024, Layfield submitted the required bond forms to LADWP.

25 184. On January 7, 2025, the Palisades Fire erupted in the Palisades Highlands a year after
26 the tear in the cover of the Santa Ynez Reservoir had been discovered by LADWP and nine months
27 after the reservoir had been emptied. Unlike the 2022 tear where LADWP drained, repaired the tear
28 and refilled the reservoir within three months, LADWP inexplicably failed to repair the 2024 tear
more than a year after it was first discovered and made no provision for a backup source of water
supply to Pacific Palisades in the event of a wildfire.

185. LADWP’s deliberate decisions (1) to drain the Santa Ynez Reservoir while repairing
its cover, (2) to leave the Pacific Palisades Reservoir empty while the Santa Ynez Reservoir was

1 drained, and (3) to solicit competitive bids rather than promptly accept Layfield's initial bid caused
2 the destruction and damage of the Plaintiffs' properties. This destruction and damage were the
3 "inescapable or unavoidable consequence" of draining the Santa Ynez Reservoir because fire
4 hydrants ran dry during the critical early hours of fighting the fire. Plaintiffs allege that removing this
5 critical water source from the fire hydrant system in the Palisades was a substantial factor in causing
6 the damage and destruction of the Plaintiffs' properties. Had LADWP followed its own OMMP, state
7 regulations and industry guidelines for the inspection and repair of the floating cover, the tear that
8 LADWP discovered in January of 2024 could have been discovered earlier in its incipient stage when
9 a repair could have been performed in accordance with the M25 Manual's guidelines without the
10 need to drain the reservoir.

11 186. LADWP's deliberate decisions described above resulted in the removal of 97.5% of
12 the water storage capacity available for firefighting. Plaintiffs are informed and believe that LADWP
13 made these policy decisions to benefit from the cost savings from (1) draining the Santa Ynez
14 Reservoir while repairing its cover, (2) to leaving the Pacific Palisades Reservoir empty while the
15 Santa Ynez Reservoir was drained, and (3) soliciting competitive bids rather than promptly accept
16 Layfield's initial bid. This "wait until it breaks" plan of maintenance to save on costs resulted in fire
17 hydrants running dry during the fire, which was an inherent risk posed by LADWP's chosen
18 maintenance plan. See, *City of Oroville v. Superior Court* (2019) 7 Cal. 5th 1091.

19 187. Consistent with its maintenance protocol, the LADWP deliberately elected to forego
20 annual underwater inspections of the floating cover, even though industry standards required such
21 annual inspections. This deliberate election resulted in the need to drain the Santa Ynez Reservoir in
22 order to repair large tears in the cover, which had gone undetected. With the Santa Ynez Reservoir
23 drained, the entire water supply system was comprised, causing the system to fail during high volume
24 demand events, like the Palisades fire. The LADWP deliberately adopted this maintenance protocol
25 as a "cost-saving" measure. The maintenance protocol further deemphasized the need for prompt
26 repairs. The LADWP knew prompt repairs were necessary to prevent tears from growing larger,
27 thereby requiring the Santa Ynez Reservoir to be drained. However, notwithstanding such
28 knowledge, the LADWP deliberately implemented a maintenance protocol that did not make repairs

1 a priority. The LADWP *Critical Infrastructure Manual* further mandates that the LADWP
2 “[e]stablish alternate water supply as needed” and “[m]ake necessary service repairs to restore water
3 service.” The LADWP, instead, deliberately chose to implement a maintenance protocol that did not
4 prioritize prompt repairs.

5 188. On Friday, January 10, 2025, California Governor Gavin Newsom ordered an
6 independent investigation of the LADWP over the loss of water pressure and deliberate shut down of
7 the Santa Ynez Reservoir by the LADWP, calling it “deeply troubling.” The Governor further
8 acknowledged that the loss of water pressure “likely impaired” the ability of firefighters to protect
9 homes and evacuation corridors in Pacific Palisades. Further, former LADWP manager, Martin
10 Adams, an expert on the Los Angeles water supply system, confirmed that water pressure in Pacific
11 Palisades would have “lasted longer” had the Santa Ynez Reservoir been operable. Since the fire,
12 there has been no information released to the public about the status of this investigation, who is
13 leading it and when the results may be released.

14 189. Gus Corona, the business manager of IBEW Local 18, the employee union for the
15 LADWP, condemned the delay in repairing the cover. Mr. Corona told the Los Angeles Times; “It’s
16 completely unacceptable that this reservoir was empty for almost a year for minor repairs.” Mr.
17 Corona further added: “This work should have been done in-house, and they shouldn’t have depended
18 on a contractor to do it; I truly believe it’s something that could have been avoided.”

19 190. Los Angeles Fire Department Captain, Erik Scott acknowledged that the lack of water
20 impacted the ability to fight the fire, explaining that there were “challenges with water pressure while
21 battling the Pacific Palisades fire” and that water “pressure wasn’t quite what we needed, and so it
22 affected some fire hydrants.” ([https://www.cbsnews.com/news/fire-hydrants-ran-dry-extreme-](https://www.cbsnews.com/news/fire-hydrants-ran-dry-extreme-demand-pacific-palisades/)
23 [demand-pacific-palisades/](https://www.cbsnews.com/news/fire-hydrants-ran-dry-extreme-demand-pacific-palisades/)).

24 191. Further, Mark Pestrella, director of Los Angeles County Public Works, said the
25 hydrant system was “not designed to fight wildfires,” ([https://www.nbclosangeles.com/news/](https://www.nbclosangeles.com/news/california-wildfires/palisades-fire-firefighters-water-pressure/3597877/)
26 [california-wildfires/palisades-fire-firefighters-water-pressure/3597877/](https://www.nbclosangeles.com/news/california-wildfires/palisades-fire-firefighters-water-pressure/3597877/)). The LADWP deliberately
27 designed and maintained this water supply system, despite it being located in a fire-prone area. In the
28 last 90 years, for example, more than thirty (30) wildfires have scorched parts of neighboring Malibu

1 (<https://www.latimes.com/projects/la-me-malibu-wildfire-history/>), the most recent being the
2 Franklin Fire, which ignited on December 9, 2024. The Woolsey Fire, which started on November 8,
3 2018, burned 96,949 acres of land in Malibu, destroyed 1,643 structures, killed three (3) people, and
4 prompted the evacuation of more than 295,000 people.

5 192. Other government officials have acknowledged the deficiencies of the water supply
6 system, noting that “the storage tanks that hold water for high-elevation areas like the Highlands, and
7 the pumping systems that feed them, could not keep pace with the demand as the fire raced from one
8 neighborhood to another.” ([https://www.nytimes.com/2025/01/09/us/los-angeles-fire-water-hydrant-](https://www.nytimes.com/2025/01/09/us/los-angeles-fire-water-hydrant-failure.html)
9 [failure.html](https://www.nytimes.com/2025/01/09/us/los-angeles-fire-water-hydrant-failure.html)). On information and belief, this would not have been needed if the Santa Ynez Reservoir
10 had been available.

11 193. Upmanu Lall, director of the Water Institute at Arizona State University, attributed
12 the lack of water availability and water pressure to the closing of the Santa Ynez Reservoir. Professor
13 Lall determined that without water from the reservoir, fire fighters had to primarily rely on water
14 tanks, which were not designed to fight such a large fire. ([https://www.youtube.com/watch?v=](https://www.youtube.com/watch?v=IV0eCYZq-sU)
15 [IV0eCYZq-sU](https://www.youtube.com/watch?v=IV0eCYZq-sU))

16 194. The alleged public purpose being served by draining the Santa Ynez Reservoir and
17 leaving it empty for nearly a year, according to the LADWP, was to seek contractor bids rather than
18 using in-house personnel to repair the Reservoir. This stated public purpose was far outweighed by
19 the substantial risk posed to Pacific Palisades by wildfires. The degree of damage that resulted from
20 the Palisades Fire far outweighed any alleged benefit that could have been realized by outsourcing
21 and delaying repairs to the Santa Ynez Reservoir. Plaintiffs’ damages are extremely severe and far
22 exceed the kind that are generally considered normal risks inherent in land ownership.

23 195. Plaintiffs are informed and believe that having a backup water storage tank for
24 firefighting helicopters to use when the Santa Ynez Reservoir was out of service was made known to
25 LADWP as far back as 2004 when LADWP first proposed installing the floating cover on the Santa
26 Ynez Reservoir. Specifically, concerns were raised by LAFD officials about the danger of a wildfire
27 occurring while the reservoir was drained and out of service. At a Palisades Highlands Community
28 Meeting in November of 2004, Glenn Singley, LADWP’s director of water engineering and technical

1 services, was asked by Paul Shakstad, chief pilot of LAFD’s air operations, how emergencies such
2 as brush fires, would be handled while the cover was being constructed over the Santa Ynez
3 Reservoir. “When Singley was asked about how emergencies, such as brush fires, would be handled
4 while the improvements were being done, he replied that arrangements would be made to also use
5 the Chautauqua reservoir. That answer did not satisfy Paul Shakstad, chief pilot of L.A. Fire
6 Department’s air operations, who pointed out ‘grading needs to be done ‘ to accommodate the larger
7 Erickson snorkel-equipped firefighting helicopters at Chautauqua (on a ridge between Temescal
8 Canyon and Rivas Canyon). ‘And it is absolutely imperative that we have an adequate water supply.
9 We need a hydrant and some kind of cistern,’ which would allow a helicopter to fill up in less than
10 two minutes. When Singley offered to have a 3,000-gallon cistern placed on-site when necessary,
11 Shakstad objected, saying ‘that would take too long.’ He suggested instead that a storage tank be
12 permanently stored there with high-pressure pumps. Singley agreed and will meet with LAFD’s air
13 operations unit and Bob Cavage of the Palisades community advisory committee in the next few
14 weeks. The existing helipad and hydrant at the Santa Ynez reservoir will be used for smaller
15 helicopters.”³¹ Of course, the decision to cover and then drain the Santa Ynez Reservoir, as well as
16 the decision to leave the Pacific Palisades Reservoir empty, meant that neither reservoir were
17 available for helicopters to hover fill.

18 196. Despite dire warnings by the NWS of a “Particularly Dangerous Condition – Red Flag
19 Warning” of “critical fire weather” which had the potential for rapid fire spread and extreme fire
20 behavior, the LADWP was unprepared for the Palisades Fire on January 7, 2025 and had no backup
21 “Plan B” water storage facility available for firefighting helicopters to use.

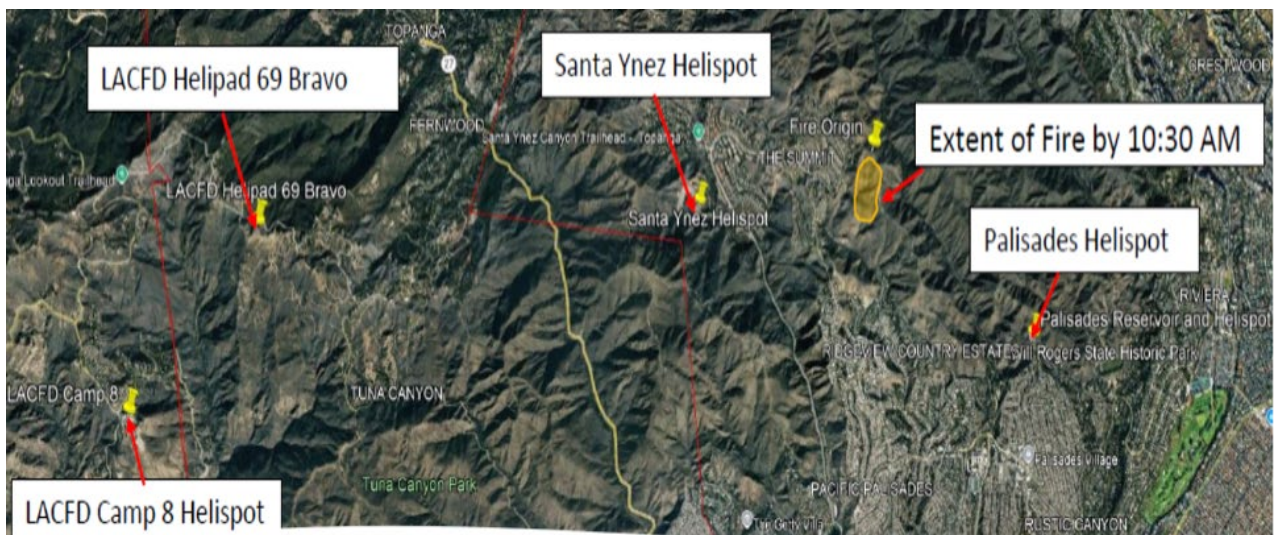
22 197. On June 26, 2025, LADWP announced it had finally repaired the floating cover and
23 returned the Santa Ynez Reservoir to service. This announcement by LADWP came 18 months after
24 the tear in the cover was first discovered in January of 2024. In response to LADWP’s press release,
25 L.A. City Councilmember Traci Park, who represents Pacific Palisades said, “While I’m glad it’s
26 now back in service, the reservoir has been offline since early 2024, including on the one day in
27

28 ³¹ <https://www.palipost.com/dwp-finalizes-local-reservoir-project/>

1 history it was needed most. Our water infrastructure must be emergency-ready, every day. Anything
2 less puts everything we hold dear at risk.”³²

3 **H. The Empty Santa Ynez And Palisades Reservoirs Forced Water-Dropping Helicopters**
4 **To Refill Their Tanks Miles Away During The Critical Initial Attack Of The Fire**

5 198. Plaintiffs are informed and believe that the Santa Ynez Reservoir has a helipad with a
6 fire hydrant dedicated for use by LAFD water-dropping helicopters to land and refill their water tanks
7 in the event of a brush fire. Plaintiffs are informed and believe that LADWP has “formal agreements”
8 with LAFD for use of this reservoir specifically for firefighting purposes. However, with the Santa
9 Ynez Reservoir drained, the 117-million gallons of water supply, the hydrant at this helipad lost water
10 pressure and/or ran dry during the Palisades Fire, forcing helicopters to fly miles away from the fire
11 zone to refill their water tanks in Malibu at L.A. County Fire Department’s helipad “69 Bravo” near
12 Saddle Peak Road, and at L.A. County Fire Department’s “Camp 8” at the top of Las Flores Canyon
13 Road in Malibu and other remote helipads, resulting in a substantial cause of the harm alleged herein.
14 Plaintiffs are informed and believe that the straight-line one-way distance between the Santa Ynez
15 Reservoir and the Bravo 69 helipad is 3.4 miles. Plaintiffs are informed and believe that the straight-
16 line distance between the Santa Ynez Reservoir and the Camp 8 helipad is 4.2 miles. Round trip
17 flights to and from these remote helipads would double these distances.



32 <https://www.latimes.com/environment/story/2025-06-26/pacific-palisades-santa-inez-reservoir>

199. Plaintiffs are informed and believe that four LAFD helicopters, four L.A. County Fire Department helicopters, one Ventura County Fire Department helicopters, one Helinet Aviation Services helicopter, and one Orange County Fire Authority helicopter had to spend significant time outside of Pacific Palisades to refill their water tanks because the Santa Ynez Reservoir and Pacific Palisades Reservoir. In addition, because both reservoirs were empty (and even if it had been full, the Santa Ynez Reservoir was maintained to prohibit hover fills), helicopters could not hover fill over these reservoirs. As a result of LADWP's deliberate decisions, Plaintiffs are informed and believe that the volume and rate of water drops was significantly reduced, allowing the =the fire to spread in a rapid and uncontrolled manner causing damage to the Plaintiffs.

200. As an example only, Plaintiffs provide the flight time analysis for one of LAFD's water-dropping helicopters (call sign "FIRE1") below:

N301FD "FIRE1"



Refilling Mechanism: N301FD must land and get filled up on the ground.

Timeline Overview

January 7	
10:30 AM	First fire reported
10:35 AM	Takeoff from Van Nuys Airport
10:47 AM	Arrival at Subject Area
7:26 PM	Final landing at Van Nuys Airport

Time Outside the Subject Area While Actively Firefighting⁷

January 7		
Timeframe	Location ⁸	Time Elapsed
11:17 AM – 11:38 AM	Van Nuys Airport	21 min
2:13 PM – 2:34 PM	LAFD Camp 8	21 min
3:59 PM – 4:21 PM	Van Nuys Airport	22 min
5:34 PM – 5:50 PM	LADWP Yard at 34°08'08"N 118°33'58"W	16 min

201. As an example only, Plaintiffs provide the flight time analysis for one of L.A. County Fire Department's water-dropping helicopters (call sign "Copter11") below:

N110LA



Refilling Mechanism: N110LA must land and get filled up on the ground.

Timeline Overview

January 7	
10:30 AM	First fire reported
10:55 AM	Takeoff from Barton Heliport
11:09 AM	Arrival at Subject Area
6:58 PM	Final landing at Barton Heliport

Time Outside the Subject Area While Actively Firefighting

January 7		
Timeframe	Location	Time Elapsed
12:27 PM – 12:39 PM	LACoFD Helipad 69 Bravo	12 min
1:28 PM – 1:39 PM	LACoFD Helipad 69 Bravo	12 min
2:28 PM – 2:38 PM	LACoFD Helipad 69 Bravo	10 min
3:31 PM – 3:42 PM	LACoFD Helipad 69 Bravo	11 min
Total Time Outside the Subject Area		45 min

202. Plaintiffs are further informed and believe that had the Palisades Reservoir (also known as the Chautauqua Reservoir) been filled while the Santa Ynez Reservoir was out-of-service, in addition to providing the necessary pressure for the water supply system to function properly, its helipad could have been used to refill water-dropping helicopters without the need for them to fly to remote helipads outside of the Palisades on January 7th.

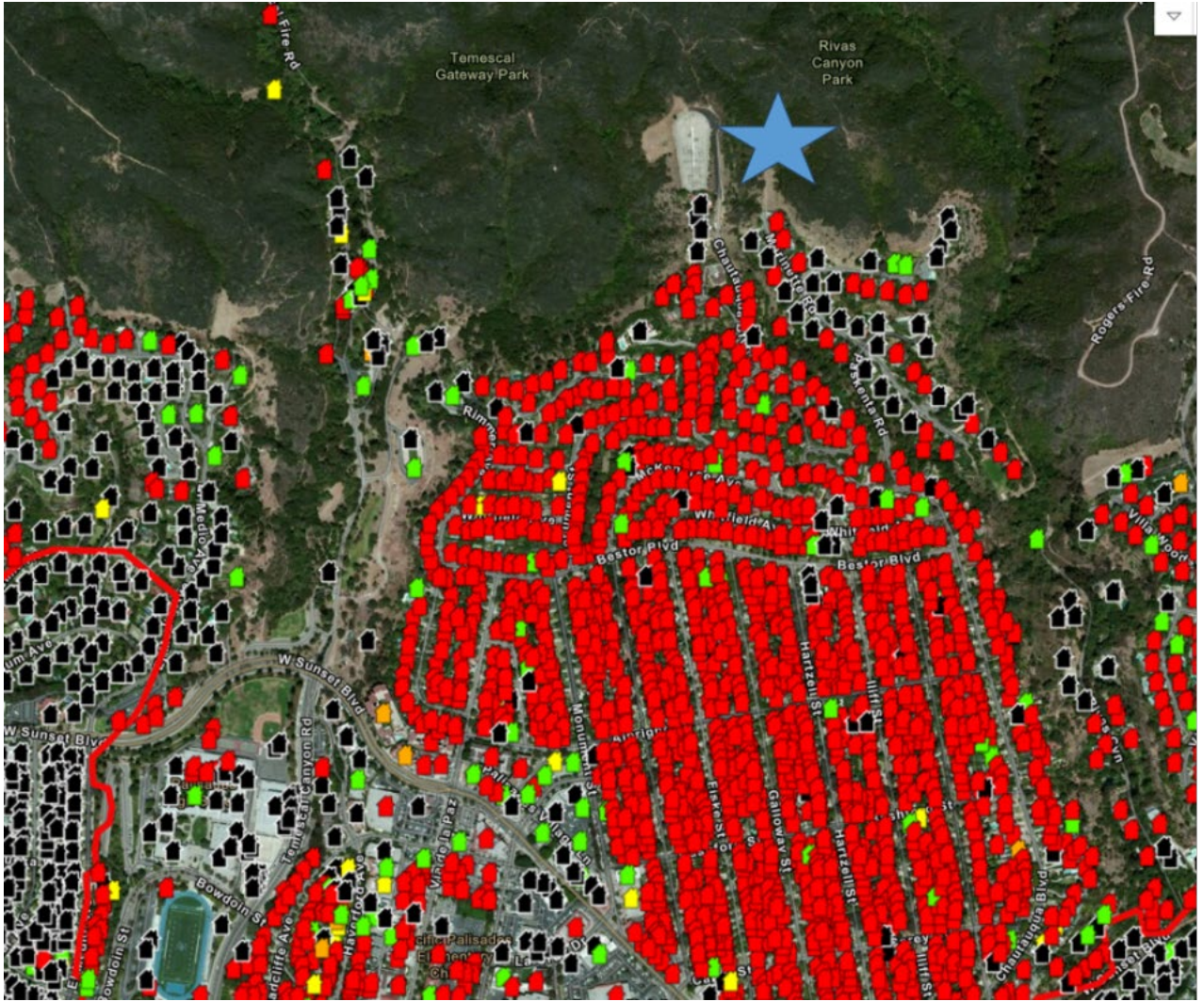
203. Plaintiffs are further informed and believe that LADWP's press release stating, "Water pressure in the system was lost due to unprecedented and extreme water demand to fight the wildfire

1 *without aerial support*” is false. (emphasis added). As alleged above, numerous water-dropping
2 helicopters engaged in “aerial support” to fight the fire. However, because of the lack of water supply
3 in LADWP’s system in the Palisades, these water-dropping helicopters were forced to fly miles away
4 from the fire to fill their water tanks, thus losing critical hours to fight the fire.



19 204. As the fire damage map below illustrates, the Palisades Reservoir and helipad is
20 located immediately upslope from the “Alphabet Streets” where 95% of the homes were destroyed
21 by the fire. The structures marked in red indicate destroyed homes. The blue star indicates the location
22 of the Palisades (Chautauqua) Reservoir and helipad.

23 ///



I. LADWP’s Aging Overhead Electrical Equipment Failed During the January 7, 2025 Wind Event Which Caused Multiple Fires Throughout Pacific Palisades

1. LADWP’s Wood Poles Failed.

205. Plaintiffs are informed and believe that LADWP’s wood utility poles and attached electrical equipment were outdated, overloaded and did not meet the requirements of CPUC GO 95 at the time of the Palisades Fire. Specifically, LADWP’s 2023-2025 Wildfire Mitigation Plan states:

“LADWP treats CPUC GO 95 as a key industry standard for design and construction standards for overhead electrical facilities. LADWP meets all applicable requirements in GO 95. LADWP uses GO 95 as a minimum standard and may exceed these standards to accommodate new materials and new equipment.”

206. Plaintiffs are informed and believe that among other standards, GO 95 rules specify maximum wind speeds that wood utility poles must withstand by requiring them to be designed to

1 “will not fail” at certain wind speeds. Plaintiffs are informed and believe that for LADWP’s wood
2 utility poles installed in Pacific Palisades, GO 95’s “will not fail” wind speed was 97 miles per hour.
3 Plaintiffs are informed and believe that many of LADWP’s wood utility poles broke, snapped and/or
4 failed on January 7, 2025 at wind speeds well below 97 miles per hour.

5 207. Plaintiffs are informed and believe that LADWP’s wood utility poles which it
6 designed, constructed and maintained in Pacific Palisades did not meet GO 95 “will not fail” wind
7 speed standards because they were overloaded, beyond their useful life and/or decayed and not
8 properly guyed or maintained, which resulted in a large number of wood poles breaking, snapping
9 and/or failing causing energized powerlines to fall onto structures and flammable vegetation igniting
10 additional fires throughout Pacific Palisades on January 7, 2025. Plaintiffs are informed and believe
11 that all of these fires caused by broken poles merged and joined together causing the Plaintiffs’
12 damages as alleged herein.

13 **2. LADWP’s Power Equipment Failed and the Failure to De-Energize DS-29.**

14 208. Plaintiffs are further informed and believe that LADWP’s Wildfire Mitigation Plan
15 required LADWP to block reclosers during Red Flag Alerts by the LAFD. A recloser is an automatic
16 smart switch in a power distribution system that detects and responds to faults on powerlines by
17 temporarily shutting off power and then attempting to restore power in an attempt to clear the fault.
18 Blocking a recloser is a tool commonly used by utility companies in Southern California to prevent
19 wildfires by not allowing electricity to be restored to a powerline after an initial fault has been
20 detected from either a downed powerline or from contact between a powerline and a tree limb.
21 Reclosers can be programmed to attempt to restore power after a fault is detected one, two or three
22 times before locking out, or can be “blocked” from attempting to restore power after the initial fault
23 is detected. According to LADWP’s Wildfire Mitigation Plan:

24 “Upon notification from LAFD of a Red Flag Alert, ECC personnel will be responsible for
25 blocking the 4.8kV distribution system reclosers in Tier 3 HFTDs either by remotely or by
dispatching personnel to reduce wildfire ignition risks.”

26 209. Plaintiffs are informed that despite the days of Red Flag Warnings leading up to the
27 January 7, 2025, the reclosers on 4.8kV distribution systems in Pacific Palisades were not blocked on
28 the morning of January 7, 2025. Rather, on the afternoon of January 7, 2025 on the afternoon of

1 January 7, 2025, LADWPs Energy Control Center (“ECC”) personnel did attempt to block 4.8kV
2 distribution system reclosers in Pacific Palisades as required by LADWPs Wildfire Mitigation Plan,
3 but were unable to do so because LADWP’s antiquated equipment was broken and failed.

4 210. Specifically, Plaintiffs are informed and believe that on or about 1:47 p.m. on January
5 7, 2025, LADWPs Electric Trouble System (ETB) requested that circuits at its Distribution Station
6 29 (“DS-29”) located on Sunset Boulevard and Via De La Paz in Pacific Palisades be de-energized
7 “due to proximity to fire”.

8 211. The time of the above referenced order is based upon logs produced by LADWP in
9 response to California Public Records Act (“CPRA”) requests made by Plaintiffs’ Liaison counsel.

10 212. On or about January 29, 2025 (several weeks after the fire), LADWP modified one or
11 more log entries from January 7, 2025.

12 213. When ETB made the de-energize order, it was for circuit 29-9 (originally misidentified
13 in real-time as “20-9”).

14 214. LADWP sent a Substation Operator (“SSO”) to DS-29 to fulfill the de-energize
15 request.

16 215. Based upon information and belief, the LADWP operator encountered traffic en route,
17 and accordingly, the LADWP personnel advised LADWP ECC that the operator would continue to
18 DS-29 unless something changes and “it becomes an emergency,” in which case the entire DS-29
19 station could be remotely dropped, meaning de-energized.

20 216. Shockingly, LADWP *did not* then order that all of DS-29 be de-energized – meaning
21 that things had not changed and LADWP did not consider the de-energize request to be an emergency.
22 The operator continued en route.

23 217. Based upon LADWP produced radio calls on September 29, 2025, LADWP never
24 advised that there was an emergency such that DS-29 should be entirely de-energized.

25 218. Plaintiffs are informed and believe that, according to the modified LADWP Log Entry
26 document, a LADWP’s Substation Operator (“SSO”) arrived at DS-29 at 6:03 p.m., more than four
27 hours after the initial request, and, two minutes later, LADWPs ECC advised the ETB that the
28 substation operator was “in at DS-20.”

1 219. Whenever the SSO truly arrived at DS-29, he asked LADWP ECC which circuits
2 needed to be deenergized. The LADWP ECC controller advised that he was not sure and did not have
3 a list, but he thought it was at least “29-3” (which had never been identified in the log or on produced
4 radio traffic) and maybe another.

5 220. LADWP ECC called ETB, who in turn advised that nothing needed to be deenergized
6 and the SSO should just hold. The modified LADWP Log Entry document reads that ETB “reports
7 no circuits need to be de-energized at this time.”

8 221. Plaintiffs are informed and believe that according to the modified LADWP Log Entry
9 document, at 6:11 p.m. “SSO instructed to de-energize 29-8, SSO reports he will perform required
10 switching but will need to evacuate DS-29 immediately after completing switching.”

11 222. Thereafter, LADWP ECC advised ETB that no circuits were deenergized because the
12 remote cord to trip the circuit breaker was “B/O” or in “bad order” and was inoperable.

13 223. The LADWP Log Entry document also reads, “Remote cord B/O, unable to de-
14 energize 29-8, fire is outside DS-29 and SSO needs to evacuate.”

15 224. Plaintiff are informed and believe that “B/O” of the remote cord means that the
16 LADWP power equipment malfunctioned and failed, thereby resulting in the failure to de-energize
17 at least circuit 29-8. As such, powerlines from DS-29 remained energized in Pacific Palisades.

18 225. On February 13, 2025, Plaintiffs’ Liaison counsel made a California Public Records
19 Act (“CPRA”) request to LADWP that, among other requests, LADWP produce documents regarding
20 any electrical grid faults detected by LADWP in the area of the Pacific Palisades on January 7, 2025
21 – an area that necessarily includes DS-29.

22 226. Based upon information and belief, LADWP has not produced data showing what
23 electrical grid faults, if any, were detected on circuits DS-29-8 or 29-9 despite both being the subject
24 of de-energize requests on January 7. Furthermore, based upon information and belief, LADWP has
25 not produced any electrical grid fault data for circuits and lines running from DS-29 on January 7.

26 227. Plaintiffs are informed and believe that as a direct result of the remote cord
27 malfunctioning when SSO Gonzalo Mendoza attempted to de-energize the circuits at DS-29 on
28 January 7th, LADWP’s energized powerlines arced, sparked and ignited multiple fires in Pacific

1 Palisades which caused the Plaintiffs' damages as alleged herein.

2 **3. Some LADWP Distribution Stations Had Antiquated Equipment Which Did Not**
3 **Allow LADWP To Remotely Block Its Reclosers During the Red Flag Alert.**

4 228. Plaintiffs are further informed and believe that LADWP recognized the risk that its
5 energized electrical equipment could ignite fires if they came into contact with each other or with tree
6 limbs during the forecasted Red Flag Alert, and in preparation for the forecasted historic wind event,
7 Load Dispatcher Timmermann at LADWP's ECC issued an order on January 6, 2025 that all ECC
8 Tier 3 (Red Flag Alert) remote-controllable reclosers be blocked consistent with LADWP's Wildfire
9 Mitigation Plan. As a result of this action, LADWP blocked its reclosers at DS-122, RS-R, RS-M,
10 DS-77 and DS-86. However, many of LADWP's Distribution Stations had outdated and antiquated
11 equipment which could not be controlled remotely and required a substation operator to travel to
12 these stations and manually block their reclosers. Plaintiffs are informed and believe that LADWP
13 failed to manually block the reclosers at many of its substations on January 7th, including, but not
14 limited to DS-29, DS-195 and DS-198.

15 229. Plaintiffs are further informed and believe that LADWP's Pole Top Distribution
16 Station 195 ("DS-195"), located near the corner of Temescal Canyon Road and Sunset Blvd, Pacific
17 Palisades, did not have it reclosers blocked as required by LADWP's Wildfire Mitigation Plan during
18 a Red Flag Alert, and as a result DS-195 recorded 26 fault events between 2:15 p.m. and 4:23 p.m.
19 on January 7, 2025. Plaintiffs are informed and believe that each of these fault events was the result
20 of line-to-line overvoltage which caused electrical arcing and/or transformers to explode igniting fires
21 which contributed to the Plaintiffs' damages.

22 ///

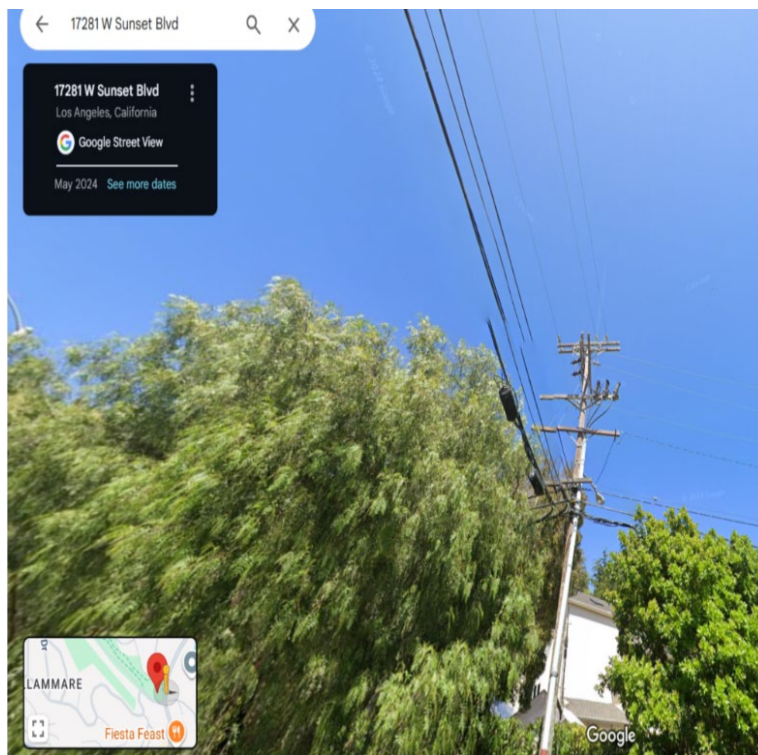


Pole Top Distribution Station 195

230. Plaintiffs are further informed and believe that LADWP's Pole Top Distribution Station 198 ("DS-198"), located near Sunset Blvd and Marquez Place, Pacific Palisades, also did not have its reclosers manually blocked as required by LADWP's Wildfire Mitigation Plan during Red Flag Alerts, which resulted in at least eight (8) high current electrical faults between 2:11 p.m. on January 7th and 3:55 a.m. on January 8, 2025. Plaintiffs are informed and believe that these faults caused arcing, sparking and the ignition of additional fires in Pacific Palisades, which contributed to the Plaintiffs' damages.

231. Plaintiffs are further informed and believe that LADWP's pole no. 126531M located at 17281 W. Sunset Blvd, Pacific Palisades was overloaded with communications equipment, and as a result the pole snapped during the wind event where the COMMUNICATIONS DEFENDANTS attached their equipment to LADWP's pole. Plaintiffs are informed and believe that the overhead powerlines attached to pole no. 126531M are fed by LADWP's DS-198. Plaintiffs are further informed and believe that when this pole broke during the wind event on January 7th, because

1 LADWP had not blocked the reclosers at DS-198, that LADWP’s energized powerlines fell to the
2 ground igniting yet another fire, which contributed to the Plaintiffs’ damages.



15 **LADWP’s Pole No. 126531M Before The Palisades Fire**



28 **LADWP Pole No. 126531M During the Palisades Fire**

1 232. Plaintiffs are informed and believe that LADWP's broken and failed equipment at it
2 Distribution Stations, including but not limited to DS-29, DS-195 and DS-198, was a substantial
3 factor in causing the damage and destruction of thousands of homes in Pacific Palisades.

4 233. Plaintiffs are informed and believe that because LADWP failed to de-energize its
5 powerlines on January 7, 2025 LADWP's electrical equipment caused additional fires to erupt
6 throughout Pacific Palisades as a direct and proximate result of the following failures of LADWP's
7 electrical facilities:

- 8 a) LADWP wood utility poles snapped in the wind because they were overloaded with
9 electrical and communications equipment, causing energized powerlines to fall onto
10 structures and flammable vegetation;
- 11 b) LADWP's pole-mounted transformers exploded, discharging flaming mineral oil onto
12 surrounding structures and flammable vegetation;
- 13 c) LADWP's energized powerlines slapped together in the wind, causing electrical
14 arcing that discharged molten aluminum to fall onto structures and flammable
15 vegetation;
- 16 d) LADWP's wood utility poles caught fire from electrical arcing events, which spread
17 to adjacent structures and flammable vegetation.

18 234. LADWP failed to de-energize its distribution electrical facilities, which resulted in its
19 overhead power lines arcing and power poles breaking sending energized power lines falling to the
20 ground into receptive fuel beds that ignited additional spot fires that rapidly spread and merged
21 together to create the urban conflagration known as the Palisades Fire.

22 235. Plaintiffs are further informed and believe that because LADWP did not de-energize
23 its electrical circuits even after the Palisades Fire erupted, its distribution equipment throughout
24 Pacific Palisades experienced arcing and exploding transformers, sending showers of sparks and
25 molten metal raining down into homes, businesses and vegetation below which started additional spot
26 fires that accelerated the rapid spread of the Palisades Fire. Below are screenshots from just a sample
27 of videos taken by news media and eyewitnesses of these arcing events and spot fires caused by
28 LADWP's equipment:



1 236. Further, LADWP's arcing power lines interfered with firefighter's efforts to suppress
2 the fire, as evidenced by this video showing a hand crew pulling off the fireline due to arcing power
3 lines above their heads:



19 237. Further, Plaintiffs are informed and believe that LADWP's failure to de-energize its
20 distribution equipment resulted in pole fires, as depicted in this screenshot from an eyewitness video
21 taken on January 7, 2025 at 17015 Pacific Coast Highway at approximately 3:36 p.m. in front of the
22 Malibu Village mobile home park. Plaintiffs are informed and believe that shortly after this video
23 was taken, the entire mobile home park caught fire and burned to the ground as a result of this pole
24 fire.

25 ///



238. Plaintiffs also are informed and believe that LADWP's downed energized distribution powerlines caused additional fires in Pacific Palisades on January 7, 2025. As just one example, below are photographs of LADWP's downed powerlines which fell onto the guesthouse of Donald and Lisa McCord, located at 15033 W. Sunset Blvd, Pacific Palisades on January 7, 2025. Plaintiffs are informed and believe that these powerlines were energized when they fell onto the McCord's guesthouse, which caused the fire that destroyed that structure. Below are photos of LADWP's downed powerlines on the McCord's guesthouse.

///



239. As a further example, Plaintiffs are further informed and believe that LADWP wood power pole no. 535816M snapped on January 7, 2025 causing two pole-mounted transformers to fall to the ground, discharging flammable mineral oil which burned down 867 Via De La Paz, Pacific Palisades.



1 240. Plaintiffs are further informed and believe that LADWP wood pole no. 387204M
2 broke causing two pole-mounted transformers to fall to the ground, spilling flammable mineral oil
3 and burning down the apartment complex located at 855 ½ Via De La Paz, Pacific Palisades. A nearby
4 service drop pole also broke sending energized powerlines onto the rear of 855 ½ Via De La Paz,
5 burning it to the ground.



6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22 241. Pushed by strong northeast winds, the Palisades Fire spread rapidly down canyon and
23 into heavily populated neighborhoods incinerating everything in its path. Residents were forced to
24 abandon their vehicles on Palisades Drive and run for their lives.

25 242. The Palisades Fire spread quickly through Pacific Palisades and then west along
26 Pacific Coast Highway into Malibu, pushed by strong Santa Ana winds later that evening on January
27 7, 2025 with wind gusts between 60-80 mph, low relative humidity and critical live fuel moisture
28 levels.

1 243. Over the following days, the fire spread rapidly and caused evacuations of tens of
2 thousands of residents and caused widespread power outages, as well as school and road closures.

3 244. LADWP had a duty to properly construct, inspect, maintain and operate its water
4 supply and its overhead electrical transmission and distribution systems in a manner that did not
5 create a dangerous condition as well as an inherent risk of fire and fire spread. The LADWP violated
6 these duties by knowingly designing, maintaining, servicing, repairing its reservoirs system and its
7 electrical transmission and distribution systems.

8 245. Had the LADWP acted responsibly, the damage caused by the Palisades Fire could
9 have been avoided.

10 246. Plaintiffs have suffered real and personal property damage, personal injuries, loss of
11 use of their homes, loss of income, business interruption, and emotional distress and seek fair
12 compensation for themselves in this case.

13 247. Plaintiffs have served tort claim notices with LADWP, CITY OF LOS ANGELES,
14 CA STATE PARKS, the COUNTY OF LOS ANGELES, and LAS VIRGENES MUNICIPAL
15 WATER DISTRICT consistent with Government Code §910, *et seq.* and their claims have either
16 been expressly denied or the time to respond to their claims has expired by operation of law.

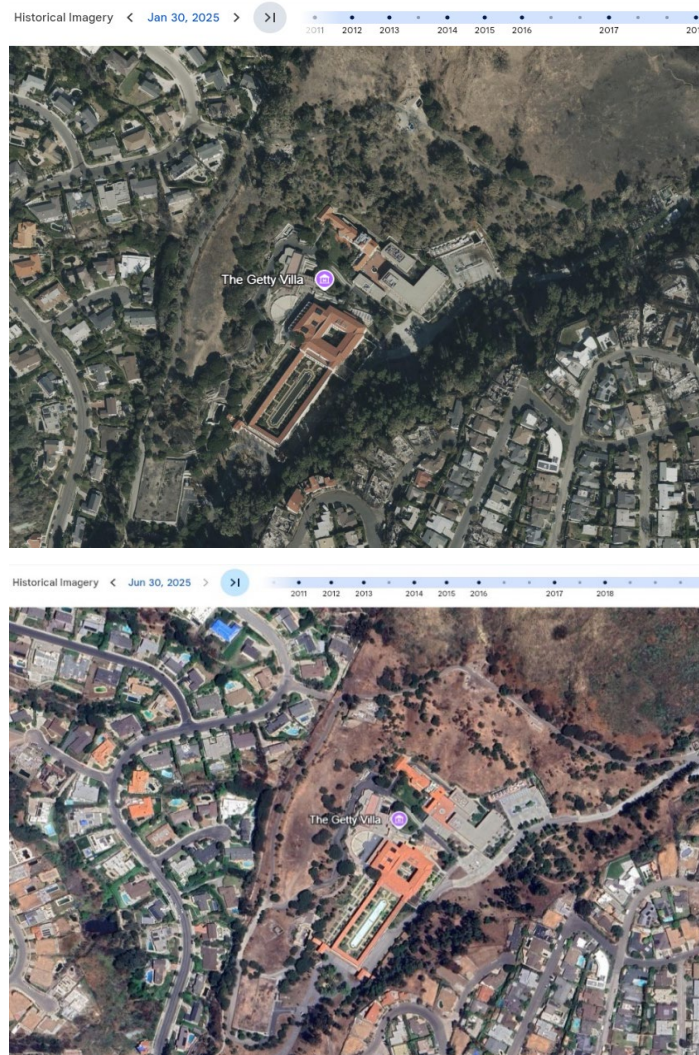
17 **J. Following Years of Warnings, the Fire Spreads from the Getty Villa's Unmaintained,**
18 **Overgrown Brush to Adjacent Neighborhoods, Including Castellammare and Pacific**
19 **View Estates**

20 248. The Getty Trust describes itself and its mission as “a leading global arts organization
21 committed to exhibiting, conserving, and understanding the world’s artistic and cultural heritage.”
22 The Getty Trust maintains two museums in the Los Angeles area, the Getty Villa in Pacific Palisades
23 and the Getty Center, as well as a Getty Research Institute and Getty Conservation Institute. The
24 Getty Villa showcases Greek and Roman art and antiquities in a “re-created Roman country home”
25 at its Pacific Palisades location.

26 249. For years before the Palisades Fire, the Getty Trust exhibited a pattern of inaction in
27 the face of the obvious fire risk caused by overgrown vegetation on its Getty Villa property. Despite
28 having an endowment of \$8.6 billion and revenue in 2023 of \$505 million, the Getty Trust repeatedly

1 failed to comply with its obligation to manage vegetation in order to keep the trees and bushes around
2 the Getty Villa trimmed, thereby reducing the fire risk to its neighbors.

3 250. Instead, the Getty Villa repeatedly denied that there was any problem with its
4 vegetation, and made excuses for why its sprawling and overrun vegetation could not be addressed.
5 To the extent it did any trimming of its trees and bushes, that trimming was inadequate and only
6 performed after months of “analysis” and delay. In the end, this cost Plaintiffs dearly, as Getty Villa
7 was still “analyzing this area [around its property] for fire risks” and waiting to make a “final
8 decision” on fire mitigation steps at the time the Palisades Fire occurred. This inaction led to the
9 Palisades Fire burning the Getty Villa’s inadequately-managed vegetation and spreading the fire to
10 neighboring properties causing their damage and destruction.



28 Google Earth satellite imagery of Getty Villa property on January 30, 2025,
shortly after the fire (top photo); and on June 30, 2025 (bottom photo)

1 251. Notably, after the devastation caused by the Palisades Fire, the Getty reversed course,
2 and instead of making excuses for why it could not properly manage its vegetation, the Getty rushed
3 to cut trees down in an apparent effort to expunge the evidence and perhaps in an attempt to
4 demonstrate responsible vegetation management it never conducted. But it was too little, too late.

5 252. Recognizing the high-fire risk caused by overgrown vegetation, residents of the
6 neighborhoods adjacent to the Getty Villa, including the Castellammare and Pacific View Estates
7 neighborhoods, had repeatedly raised concerns to Getty Villa representatives as early as 2015
8 regarding the danger caused by the overgrown trees and brush on the Getty Villa property.

9 253. Since that time, while Getty Villa meticulously maintained vegetation within the
10 interior of its property to protect its own buildings, it allowed vegetation on the borders of its property
11 to become dense and overgrown, encroaching over and onto properties abutting the Getty Villa
12 property, including properties owned by Plaintiffs. The Getty Trust did little to manage this vegetation
13 on the far reaches of its property nearest to Plaintiffs' homes, even in response to the neighbors
14 repeated pleas. And when the Getty Trust did finally take some action, at best it only temporarily
15 reduced the fire hazard on the exterior of its property before it would quickly grow back.



24 **Carefully maintained vegetation within the interior of the Getty Villa property, from the**
25 **Getty Villa website at <https://www.getty.edu/visit/villa/>.**

26 254. Starting in 2015, a member of the Castellammare HOA repeatedly asked Getty Villa
27 representatives to trim trees and other vegetation on their property. Getty Villa commonly responded
28 with excuses as to why Getty Villa could not reduce vegetation on its property to lower the fire risk,

1 including because they had a vegetation management cycle and only trimmed every two to three
2 years, because their conditional use permit only allowed them to manage vegetation at certain times,
3 and because environmental conditions had already “stressed” the vegetation and it could not be
4 trimmed. Specifically, in April 2016, a Getty assistant director of facilities emailed a neighboring
5 homeowner that the Getty horticulturist felt that “the trees are already under stress because of the
6 drought and pruning them now will only compound the problem.”

7 255. The neighboring residents’ concerns with the Getty Villa vegetation persisted up until
8 the weeks and days before the fire.

9 256. Throughout 2024, a homeowner of a property in Pacific View Estates adjacent to the
10 Getty Villa repeatedly asked that Getty reduce the vegetation on its property, which the homeowner
11 identified as “a fire danger to the homes around them.” Despite frequent emails from April 2024
12 through November 2024, at the time of the Palisades Fire the Getty had done nothing to address the
13 homeowner’s repeated requests to reduce the fire danger.

14 257. In late 2024, just weeks prior to the Fire, residents of the Castellammare neighborhood
15 adjacent to the Getty Villa again intensified calls for the Getty Villa to manage the high fire risk that
16 its overgrown vegetation posed, to no avail.

17 258. One homeowner in Castellammare, who purchased his home in November 2024,
18 quickly recognized the high fire risk posed by vegetation in the area. With these fire concerns top of
19 mind, the new homeowner contacted the Getty Villa about reducing the dense vegetation abutting his
20 and other Plaintiffs’ property. On January 6, 2025, the morning before the fire, a Getty Villa
21 representative responded to the homeowner, telling him that they had “heard back from our team
22 regarding our Eucalyptus trees in your area,” and that Getty’s Grounds and Gardens Department had
23 “been analyzing this area for fire mitigation.” The representative also told the homeowner, “I’ll be
24 sure to let you know once a final decision is reached.”

25 259. The homeowner followed up just hours before the fire started, urging the Getty that
26 “A key component of the defensible space strategy is **fuel management**. This tactic includes reducing
27 flammable vegetation, thinning tree canopies to prevent fires from leaping across treetops, and
28 removing dead wood and debris. Reducing flammable materials can significantly mitigate the

1 intensity and spread of wildfires.” The homeowner also presciently predicted to the Getty Villa
2 representative that “Multiple homeowners will be affected by your decision, if not the entire
3 community of Castellammare.” Unfortunately, the homeowner’s prediction would come true within
4 mere hours.

5 260. If the repeated warnings and requests for action from its neighbors were not enough
6 of an impetus to get the Getty Trust to timely conduct the “analysis” it claimed it needed to manage
7 its vegetation, simple compliance with the law should have been. The City’s brush clearance
8 ordinance, L.A.M.C. §57.4906.5.1, *et seq.*, provides:

9 No person who has any ownership or possessory interest in, or control of, a parcel
10 of land shall allow to exist thereon any hazardous refuse or hazardous weeds, trees,
11 or other vegetation which by reason of proximity to a building or structure,
12 constitutes a fire hazard. For purposes of this section hazardous weeds, trees or
13 other vegetation are defined as weeds, trees or other vegetation which are in such a
14 condition and location as to provide a ready fuel supply to augment the spread or
15 intensity of a fire.

16 261. Section 57.4906.5.1.1.1 further provides that for all “Vegetation within 100 feet of
17 buildings” the property owner shall:

18 Remove from the property all dead trees, and maintain all weeds and other
19 vegetation at a height of no more than three inches, except as otherwise provided
20 therein, if such weeds or other vegetation are ***within 100 feet of a building or***
21 ***structure located on such property or on adjacent property.*** (emphasis added)
22

23 262. Section 57.4906.5.2.1 makes a violation of the City’s brush clearance ordinances a
24 public nuisance: “The Council finds that uncontrolled or high weeds, brush, plant material and other
25 items prohibited under Sections 57.4906.5.1 through 57.4906.5.1.1.9 increase the danger of fire and
26 thus constitute a public nuisance.”

27 263. The Getty Villa failed to perform adequate brush clearance and violated the City’s
28 ordinance by allowing hazardous trees or other vegetation in such a condition and location as to
provide a ready fuel supply to augment the spread or intensity of a fire to grow within 100 feet of
structures on certain Plaintiffs’ adjacent properties.

29 264. On January 7, 2025, the Palisades Fire swept into the canyon housing the Getty Villa
property. The untrimmed vegetation on the borders of the property, which homeowners had been

1 warning the Getty about for years, ignited. The fire grew and spread from the long-neglected
2 overgrown vegetation on the Getty Villa property onto the immediately adjacent homes in the western
3 edge of the Castellammare neighborhood and eastern edge of the Pacific View Estates neighborhood.
4 Witnesses who remained on the scene to fight the fire reported observing flames and embers move
5 directly from vegetation on the Getty Villa's property to neighboring houses. In addition, embers
6 from the burning Getty vegetation were blown into the surrounding neighborhoods, igniting spot fires
7 that burned additional homes.

8 265. Satellite data shows the progression of the fire in the late morning and early afternoon
9 of January 7, 2025 as the fire moved into the Getty Villa property, spread primarily through the heavy
10 vegetation on the perimeter of the Getty Villa property, and moved from there into the surrounding
11 neighborhoods.

12 266. Wind data supports the progression analysis showing the spread of the fire through the
13 heavy vegetation on the eastern and western borders of the Getty Villa property into the
14 Castellammare and Pacific View Estates neighborhoods, which border the Getty Villa property to the
15 east and west, respectively.

16 267. Satellite and eyewitness data further confirm that the Palisades Fire moved down the
17 slope of vegetation on the Getty Villa property and into the abutting neighborhood. Houses in the
18 Castellammare neighborhood, specifically homes on Tramonto Drive nearest to the Getty Villa, were
19 observed igniting in the late afternoon and early evening by embers blown from the Getty Villa
20 property, including homes on Tramonto Drive, which were destroyed on January 7. Satellite data
21 from January 8 shows the fire had pushed further into the western portion of the Castellammare
22 neighborhood, moving east from the Getty Villa property, where the vegetation that had been
23 identified as a fire hazard by Plaintiffs for years had fueled the fire and helped spread it into Plaintiffs'
24 neighborhood.

25 268. All told, the Getty's failure to properly manage the vegetation on its Getty Villa
26 property, despite years of requests and warnings from its neighbors, resulted in numerous homes and
27 properties being destroyed, and many others being damaged, in the neighborhoods that border the
28 Getty Villa property, including Castellammare and Pacific View Estates.

K. Overgrown Brush On City-Owned Vacant Lots Caught Fire And Destroyed Homes In The Castellammare Section Of Pacific Palisades

269. Plaintiffs are informed and believe that the CITY owns numerous vacant lots in Pacific Palisades, including but not limited to 17919 Porto Marina Way, 17857 Porto Marina Way, 17863 Porto Marina Way, 17908 Castellammare Drive, 17916 Castellammare Drive, and 17945 Porto Marina Way in Pacific Palisades. Additionally, plaintiffs are further informed and believe that the CITY owns a single-family home located at 17909 Porto Marina Way which had been abandoned for several years prior to the fire and was in disrepair with overgrown brush on the property on January 7, 2025.

270. Plaintiffs are informed and believe that Plaintiff, Yelena Entin, repeatedly sent emails to the CITY complaining about the CITY's lack of brush clearance on 17904, 17908 and 17916 Castellammare Drive beginning in December of 2023. In response to her complaints, on December 14, 2023, the LAFD Brush Clearance Unit responded to Yelena Entin telling her "the inspector has already addressed these properties".

271. On September 15, 2024, Plaintiff Yelena Entin emailed Inspectors Almanza and Sutton of the LAFD Brush Clearance Unit and complained that the above-referenced CITY-owned lots had not been cleared of overgrown brush. On September 16, 2024, LAFD Inspector Sutton emailed Plaintiff Yelena Entin stating:

"2 of the properties are privately owned. They have been cited each twice and are going out to contract to be cleared by city contractors in 2 weeks from this Thursday. The other two properties are city owned. They were contracted out cleared earlier this season in the spring and have now some regrowth. I will see if we have funds to contract them out a 2nd time this season but we are currently going through budget cuts."

272. On November 5, 2024, Plaintiff Yelena Entin emailed Inspector Sutton again and stated:

"Hello Inspector Warren, I am following up on our emails below. I wanted to bring to your attention that the brush was cut but was not cleared. Therefore, there is currently cut dry brush sitting on these two privately owned lots and I believe still poses a fire danger. Please see photos attached. I hope that you can ask whoever cut it to come back and clear it."

1 273. Below is a photo which Yelena Entin attached to her email to Inspector Warren. The
2 photo below depicts the cut but uncleared brush that remained on the City-owned lot located at 17908
3 Castellammare Drive, Pacific Palisades just two months before it caught fire on January 7, 2025.



13 274. Plaintiffs are informed and believe that at approximately 1:20 p.m. on January 7, 2025,
14 embers from the Palisades Fire landed in overgrown brush on the CITY's vacant lot located at 17908
15 Castellammare Drive and started a spot fire, which spread to the adjacent CITY-owned lot at 17919
16 Porto Marina Way and to the vacant and abandoned house owned by the CITY located at 17909 Porto
17 Marina Way.

18 275. Below is a screenshot taken from a CCTV security camera which shows the beginning
19 of the spot fire burning on the CITY-owned vacant lot located at 17908 Castellammare Drive at 1:20
20 p.m. on January 7, 2025.



1 276. Below is another screenshot from a CCTV security camera which shows that spot fire
2 growing and spreading on the CITY-owned lot located at 17908 Castellammare Drive at 1:21 p.m.
3 on January 7, 2025.



14 277. Below is a screenshot from the CCTV security camera showing the CITY-owned
15 abandoned house at 17909 Porto Marina Way catching fire and burning at 2:43 p.m. on January 7,
16 2025. Plaintiffs are informed and believe that ember cast from this structure fire then caused embers
17 to spread to adjoining private properties resulting in the destruction and/or damage to neighboring
18 homes.



1 278. Below is a screenshot of the CCTV security camera showing the fire spreading to the
2 home and property located at 17884 Castellammare Drive.



14 279. Plaintiffs are informed and believe that the screenshot from the CCTV security camera
15 below depicts the spot fire that started on the City-owned lots spreading to and burning homes in the
16 Castellammare section of the Palisades on the evening of January 7, 2025.



1 280. Plaintiffs are informed and believe that the fire on these CITY-owned properties
2 spread uncontrolled to adjacent homes in the Castellammare section of the Palisades, including but
3 not limited to the homes owned by Plaintiff Yelena Entin, trustee of the Yelena Entin Living Trust
4 located at 17872 Castellammare Drive and the home of her parents, Boris and Alla Yeruhim, located
5 at 17854 Castellammare Drive, Pacific Palisades. Plaintiffs are further informed and believe that the
6 fire on these CITY-owned properties contributed to the overall spread of the fire into other
7 neighborhoods as well.

8 281. Plaintiffs are informed and believe that the overgrown and/or cut brush which was left
9 *in situ* and not removed from these CITY-owned lots violated the CITY's own brush clearance
10 ordinance L.A.M.C. §57.4906.5.1, *et seq.*, which provides:

11 “No person who has any ownership or possessory interest in, or control of, a parcel of
12 land shall allow to exist thereon any hazardous refuse or hazardous weeds, trees, or
13 other vegetation which by reason of proximity to a building or structure, constitutes a
14 fire hazard. For purposes of this section hazardous weeds, trees or other vegetation are
15 defined as weeds, trees or other vegetation which are in such a condition and location
16 as to provide a ready fuel supply to augment the spread or intensity of a fire.”

17 282. Section 57.4906.5.1.1.1 further provides:

18 “VEGETATION WITHIN 100 FEET OF BUILDINGS

19 Remove from the property all dead trees, and maintain all weeds and other vegetation
20 at a height of no more than three inches, except as otherwise provided therein, if such
21 weeds or other vegetation are within 100 feet of a building or structure located on such
22 property or on adjacent property.”

23 283. Further, Section 57.4906.5.2.1 makes a violation of the CITY's brush clearance
24 ordinances a public nuisance.

25 “The Council finds that uncontrolled or high weeds, brush, plant material and other
26 items prohibited under Sections 57.4906.5.1 through 57.4906.5.1.1.9 increase the
27 danger of fire and thus constitute a public nuisance.”

28 284. Plaintiffs are informed and believe that the CITY violated its own brush clearance
ordinances by allowing weeds and other vegetation to exist on the aforementioned CITY-owned lots
on January 7, 2025 in excess of three inches in height within 100 feet of structures, which constituted
a fire hazard and a ready fuel supply which augmented the spread and intensity of the Palisades Fire
in the Castellammare neighborhood of Pacific Palisades as well as contributing to the overall spread
of the fire into other neighborhoods as well.

1 285. Plaintiffs are informed and believe that such violations by the CITY created a
2 dangerous condition of public property, that the aforementioned CITY-owned lots were in a
3 dangerous condition on January 7, 2025, that this dangerous condition created a reasonably
4 foreseeable risk of the kind of injury and damage which occurred during the Palisades Fire, and that
5 the negligent or wrongful conduct of the CITY's employees acting within the scope of their
6 employment created the dangerous condition. Finally, Plaintiffs allege that the CITY had notice of
7 this dangerous condition for a long enough time to have protected against it and that Plaintiffs were
8 harmed and that the dangerous condition was a substantial factor in causing the plaintiffs' harm.

9 286. Plaintiffs further allege that the aforementioned violations of the CITY's own brush
10 clearance ordinances constituted a public nuisance which caused damage to the Plaintiffs' properties,
11 including interference with the quiet use and enjoyment of their properties and emotional distress.

12 **L. Overgrown Brush On State-Owned Vacant Lots Caught Fire And Destroyed Homes In**
13 **Pacific Palisades**

14 287. Plaintiffs are informed and believe that the STATE owns numerous vacant lots in
15 Pacific Palisades, which had been abandoned for several years prior to the fire and was in disrepair
16 with overgrown brush on the property on January 7, 2025. Below is a non-exhaustive list of some of
17 these State-owned lots located in Pacific Palisades.



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



1 288. Plaintiffs are informed and believe that Plaintiff, Yelena Entin, repeatedly sent emails
2 to the CITY complaining about the CITY's lack of brush clearance on these vacant lots beginning in
3 December of 2023. In response to her complaints, on July 10, 2025, Inspector Warren Sutton of the
4 LAFD's Brush Clearance Unit wrote an email to Yelena Entin, which stated in relevant part:

5 "Good Morning Yelena,

6 I am truly very sorry for the loss of your parents home and the devastation to your
7 community. I can't imagine what everyone is going through. I have a few good friends
8 that also lost their home. It's horrible.

9 We just finished our initial inspections and all of the properties you listed failed the
10 initial inspection and were cited. The city owned properties are owned by General
11 Services. General Services is supposed to be clearing their own properties but they
12 don't clear a lot of them so we end up clearing them. Our next scheduled bid session
13 is July 24th and these general services properties will go out to bid on the 24th and the
14 contractor will have 2 weeks to clear them along with some other nearby general
15 services properties. So they should be cleared by early to mid August.

16 As soon as we start contracting out privately owned properties I will make sure the
17 privately owned properties you listed go out to contract. But these properties first need
18 to fail their reinspection and then legally 15 days have to go by after that before they
19 can go out to bid to our contractors. I have been trying to catch up on all the emails
20 and questions from people that have been cited including in the fire area and I am now
21 just starting reinspections. I have 15,000 properties between the Palisades and
22 Brentwood and they all received an initial inspection. About 1400 of these properties
23 failed their initial inspection and were cited and now need a reinspection. Of these
24 properties I typically contract out 75-100 properties to be cleared by our contractors.
25 I will make sure these properties are a priority.

26 Lydia Almanza who you had on the email I removed because she was our second to
27 last office staff that was just let go as well due to budget cuts.

28 Some other info that you might be interested in is that there is a lot of state owned land
surrounding you that never gets cleared. The state says it's the homeowners
responsibility to clear state land and that the homeowner has to apply for and pay for
a permit to clear their land. And I can't cite a homeowner to clear property that isn't
theirs so this land never gets cleared. Last fall we had a lot of complaints on state
property on Los Leones and Paseo Miramar which is near you and for the first time
ever we spent city funds to clear a lot of this state land. This spring we again cleared
the state land on Los Leones and then the California State Parks had concerns about
how much clearing our contractors were doing. They didn't want us to touch certain
protected/native trees/bushes. And didn't want us to clear within 50' of birds nests. So
then when we cleared the state property on Paseo Miramar we were limited by the
state on what we were allowed to clear. And it doesn't look anywhere near as clear as
the state land on Los Leones does.

 Sorry for the long email I just wanted to let you know about some of our challenges.
Please feel free to reach back out. All the properties you listed will get contracted out
if they aren't cleared.

1 I truly wish you and your family the best in this difficult time.

2 Thanks
3 Warren Sutton
4 Inspector 181
5 Brush Clearance Unit
6 Los Angeles Fire Department”

7 289. Plaintiffs are informed and believe that at approximately on January 7, 2025, embers
8 from the Palisades Fire landed in overgrown brush on the STATE’s vacant lots referenced above, and
9 others, located in Pacific Palisades and started spot fires.

10 290. Plaintiffs are informed and believe that the fire on these STATE-owned properties
11 spread uncontrolled to adjacent homes in the Palisades. Plaintiffs are further informed and believe
12 that the fire on these STATE-owned properties contributed to the overall spread of the fire into other
13 neighborhoods as well.

14 291. Plaintiffs are informed and believe that the overgrown and/or cut brush which was left
15 *in situ* and not removed from these CITY-owned lots violated the CITY’s brush clearance ordinance
16 L.A.M.C. §57.4906.5.1, *et seq.*, which provides:

17 “No person who has any ownership or possessory interest in, or control of, a parcel of
18 land shall allow to exist thereon any hazardous refuse or hazardous weeds, trees, or
19 other vegetation which by reason of proximity to a building or structure, constitutes a
20 fire hazard. For purposes of this section hazardous weeds, trees or other vegetation are
21 defined as weeds, trees or other vegetation which are in such a condition and location
22 as to provide a ready fuel supply to augment the spread or intensity of a fire.”

23 292. Section 57.4906.5.1.1.1 further provides:

24 “VEGETATION WITHIN 100 FEET OF BUILDINGS

25 Remove from the property all dead trees, and maintain all weeds and other vegetation
26 at a height of no more than three inches, except as otherwise provided therein, if such
27 weeds or other vegetation are within 100 feet of a building or structure located on such
28 property or on adjacent property.”

29 293. Further, Section 57.4906.5.2.1 makes a violation of the CITY’s brush clearance
30 ordinances a public nuisance.

31 “The Council finds that uncontrolled or high weeds, brush, plant material and other
32 items prohibited under Sections 57.4906.5.1 through 57.4906.5.1.1.9 increase the
33 danger of fire and thus constitute a public nuisance.”

34 294. Plaintiffs are informed and believe that the STATE violated the CITY’s brush
35 clearance ordinances by allowing weeds and other vegetation to exist on the aforementioned STATE-

1 owned lots on January 7, 2025 in excess of three inches in height within 100 feet of structures, which
2 constituted a fire hazard and a ready fuel supply which augmented the spread and intensity of the
3 Palisades Fire in Pacific Palisades as well as contributing to the overall spread of the fire into other
4 neighborhoods as well.

5 295. Plaintiffs are informed and believe that such violations by the STATE created a
6 dangerous condition of public property, that the aforementioned STATE-owned lots were in a
7 dangerous condition on January 7, 2025, that this dangerous condition created a reasonably
8 foreseeable risk of the kind of injury and damage which occurred during the Palisades Fire, and that
9 the negligent or wrongful conduct of the STATE's employees acting within the scope of their
10 employment created the dangerous condition. Finally, Plaintiffs allege that the STATE had notice of
11 this dangerous condition for a long enough time to have protected against it and that Plaintiffs were
12 harmed and that the dangerous condition was a substantial factor in causing the plaintiffs' harm.

13 296. Plaintiffs further allege that the aforementioned violations of the STATE's own brush
14 clearance ordinances constituted a public nuisance which caused damage to the Plaintiffs' properties,
15 including interference with the quiet use and enjoyment of their properties and emotional distress.

16 **M. Overgrown Brush On MRCA-Owned Vacant Lots Caught Fire and Destroyed Homes**
17 **In Pacific Palisades and Malibu**

18 297. Plaintiffs are informed and believe that the MRCA owns numerous vacant lots and
19 land in Pacific Palisades and Malibu, including but not limited which had been not maintained for
20 several years prior to the fire and were in disrepair with overgrown brush on the properties on January
21 7, 2025. Examples of such properties include: a) Approximately three acres in the Castellammare
22 neighborhood of Pacific Palisades, just east of the corner of Positano and Revello; b) Lot on Pacific
23 Coast Highway at the intersection of Big Rock including but not limited to 19862 Pacific Coast
24 Highway; c) Portions of 142.75 acres bordering on Big Rock Drive and the Big Rock neighborhood,
25 which were, at all times material hereto, not in their natural condition and especially those portions
26 closest to structures; d) Portions of Temescal Gateway Park that were, at all times material hereto,
27 not in in their natural condition; e) portions of Tuna Canyon Park that were, at all times material
28 hereto, not in their natural condition and especially those portions closest to structures; f)

1 approximately three acres, encompassing a portion of Las Flores Mesa Drive, which were, at all times
2 material hereto, not in in their natural condition.

3 298. Plaintiffs are informed and believe that certain Plaintiffs repeatedly sent emails to
4 MRCA complaining about the lack of brush clearance on these properties, in the months and years
5 before the Palisades Fire.

6 299. Plaintiffs are informed and believe that at approximately on January 7, 2025, embers
7 from the Palisades Fire landed in overgrown brush on the MRCA's properties referenced above, and
8 others, located in Pacific Palisades and in Malibu, and started spot fires.

9 300. Plaintiffs are informed and believe that the fire on these MRCA-owned properties
10 spread uncontrolled to adjacent homes in the Palisades and Malibu. Plaintiffs are further informed
11 and believe that the fire on these MRCA-owned properties contributed to the overall spread of the
12 fire into other neighborhoods as well.

13 301. Plaintiffs are informed and believe that the overgrown and/or cut brush which was left
14 in situ and not removed from these MRCA-owned lots violated law, including but not limited to the
15 CITY's brush clearance ordinance L.A.M.C. §57.4906.5.1, *et seq.*, including but not limited to
16 57.4906.5.1.1.1 and 57.4906.5.2.1.

17 302. Plaintiffs are informed and believe that the MRCA violated brush clearance
18 ordinances and regulations, creating a fire hazard and ready fuel supply which augmented the spread
19 and intensity of the Palisades Fire in Pacific Palisades and Malibu, as well as contributing to the
20 overall spread of the fire into other neighborhoods as well.

21 303. Plaintiffs are informed and believe that such violations by the MRCA created a
22 dangerous condition of public property, that the aforementioned MRCA-owned lots were in a
23 dangerous condition on January 7, 2025, that this dangerous condition created a reasonably
24 foreseeable risk of the kind of injury and damage which occurred during the Palisades Fire, and that
25 the negligent or wrongful conduct of the MRCA's employees acting within the scope of their
26 employment created the dangerous condition. Finally, Plaintiffs allege that MRCA had notice of this
27 dangerous condition for a long enough time to have protected against it and that Plaintiffs were
28 harmed and that the dangerous condition was a substantial factor in causing the plaintiffs' harm.

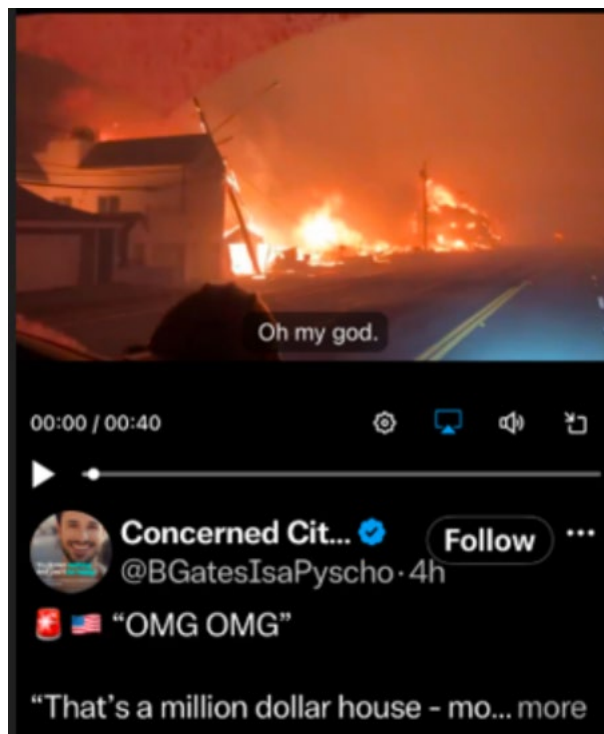
1 304. Plaintiffs further allege that the aforementioned violations of brush clearance
2 ordinances constituted a public nuisance which caused damage to the Plaintiffs' properties, including
3 interference with the quiet use and enjoyment of their properties and emotional distress.

4 **N. SCE's Wood Power Poles Failed Which Contributed To The Destruction of Homes in**
5 **Malibu**

6 305. SCE owns, maintains and operates hundreds of wood power poles located in its service
7 territory in Malibu, California. Specifically, SCE's Nicholas Circuit includes overhead distribution
8 power lines, transformers and wood power poles between the Malibu Lagoon eastward to the Getty
9 Villa and about four miles inland.

10 306. Plaintiffs are informed and believe that the Palisades Fire destroyed approximately
11 720 homes in Malibu.

12 307. Plaintiffs are informed and believe that during the Palisades Fire, many of SCE's wood
13 power poles caught fire and subsequently collapsed into adjacent homes along Pacific Coast Highway
14 in Malibu, which ignited those homes and caused them to burn to the ground. Below is just one
15 example of an SCE wood power pole that caught fire and then collapsed into a yet unburned home
16 along Pacific Coast Highway in Malibu during the Palisades Fire.



1 308. Plaintiffs are informed and believe that SCE has long known of the risks created when
2 its wood power poles fail during Santa Ana wind events and ignite wildfires.

3 309. In October 2007, strong Santa Ana winds swept across Southern California and caused
4 dozens of wildfires. One of these fires was the Malibu Canyon Fire, which burned 3,836 acres and
5 destroyed 14 structures, including the Malibu Presbyterian Church. In 2008, the CPUC's Safety and
6 Enforcement Division ("SED") issued an investigation report on the fire, which concluded that three
7 of SCE's wood power poles broke in the wind and fell to the ground, igniting the fire. The SED found
8 that SCE's wood power poles were overloaded with communications equipment owned by Verizon
9 Wireless, Sprint and NextG Networks and were not in compliance with CPUC General Order 95
10 ("GO 95"). The report found that had SCE's poles complied with GO 95, they would have been able
11 to withstand wind gusts up to 92.4 miles per hour, and that SCE's violations were the direct cause of
12 the fire. As a result of these findings, SCE agreed to pay a \$37 million fine to the CPUC.³³

13 310. In 2011 powerful Santa Ana winds swept through SCE's service territory, knocking
14 down 248 wood power poles. In its investigation report, the SED concluded that SCE and
15 communications providers who jointly owned poles in SCE's service territory had violated GO 95,
16 because at least 21 poles and 17 guy wires were overloaded in violation of safety factors. SCE agreed
17 to pay a \$8 million fine to the CPUC for these violations.³⁴

18 311. As part of its Decision in SCE's 2012 General Rate Case, the CPUC ordered SCE to
19 conduct a statistically valid sampling of SCE-owned and jointly-owned poles to determine whether
20 the pole loading complied with current legal standards. SCE's study, released on July 31, 2013, found
21 that 22.3% of the 5,006 poles tested failed to meet current design standards.

22 312. Plaintiffs are informed and believe that beginning in 2022, SCE commissioned
23 laboratory testing at the Southwest Research Institute ("SRI") in San Antonio, Texas of two protective
24 fire mesh products which were designed to protect wood power poles from the damaging effects of
25

26
27 ³³ [https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-
28 division/documents/broadband-implementation-for-california/caseworkers/introduction-to-utility-
poles-cpuc-july-2014.pdf](https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/caseworkers/introduction-to-utility-poles-cpuc-july-2014.pdf)

³⁴ *Id.*

1 heat and flames during a wildfire. According to published reports³⁵, SCE tested two products called
2 Fire Mesh manufactured by Genics and Armorbuilt Wildfire Shield manufactured by Hexion. Both
3 products consist of a metal mesh screen coated with an intumescent material. The products are
4 installed by wrapping the mesh around a wood pole and stapling the mesh in place. When the mesh
5 is exposed to the high heat from a wildfire the intumescent material expands and forms an insulating
6 barrier around the pole to protect it from heat and flames. During SCE's laboratory testing of these
7 fire mesh materials in 2022 at SRI, the results showed pole strength was reduced by less than 2 percent
8 after fire exposure. In 2022, the California Department of Forestry and Fire Protection ("CAL FIRE")
9 also conducted tests on Hexion's Armorbuilt Wildfire Shield mesh. The poles involved in this test
10 were subjected to a controlled burn in a high intensity fire-risk area near Salinas, California. Poles
11 located in the burn area endured flames as high as 45 feet and temperatures that reached 1,700
12 degrees. Inspections conducted after the fire revealed the poles had "no damage, superficial charring
13 or appearance change" after the wraps were removed.

14 313. Plaintiffs are further informed and believe that these laboratory results have been
15 confirmed by SCE through real world experience. Specifically, on August 12, 2020, the Lake Fire
16 started in a remote area north of Castaic Lake in Los Angeles County. The fire quickly spread from
17 a few hundred acres to several thousand. The fire occurred in SCE's service territory and impacted
18 thirteen composite poles wrapped with the RS Technologies' FRP fire shield product and three wood
19 poles were wrapped with Genetics' fire mesh. After the fire, SCE examined the poles for damage.
20 The mesh-wrapped poles were "undamaged and continued to retain the color and look of a pole which
21 had not gone through a wildfire, the utility reported. Upon further examination, the utility concluded
22 poles wrapped with fire-retardant mesh would retain their full strength after a fire such as the Lake
23 Fire and that the use of fire mesh is an effective means of protecting wood poles in a wildfire."³⁶

24 314. Plaintiffs are informed and believe that based upon this laboratory and real world
25 testing, SCE began installing fire mesh on its existing and new wood power poles in high fire risk
26

27 ³⁵ Wildfire Mitigation Materials Science & Wood Pole Protection, North American Wood Pole
28 Council Technical Bulletin No. 24-E-305.

³⁶ https://woodpoles.org/wp-content/uploads/TB_FireProtect.pdf

1 areas in 2022. However, SCE did not install fire mesh on any of its wood poles located in Malibu
2 before the Palisades Fire, despite this area's long history of catastrophic wildfires.

3 315. Plaintiffs are informed and believe that as a result of not installing fire mesh on its
4 existing wood poles in Malibu, SCE's wood power poles along Pacific Coast Highway in Malibu
5 caught fire during the Palisades Fire, which caused those poles to collapse while on fire into adjacent
6 homes along Pacific Coast Highway, which contributed to the destruction of hundreds of homes in
7 Malibu during the Palisades Fire.

8 316. Plaintiffs are further informed and believe that an SCE wood power pole caught fire
9 and collapsed near the intersection of Pacific Coast Highway and Big Rock Drive on January 7, 2025,
10 which caused power lines and communications cables to hang low across the roadway blocking
11 firefighters' only access to the Big Rock community. As a result, firefighters were unable to fight the
12 fire and save any homes in the Big Rock community. The photo below was taken by a firefighter
13 whose strike team was blocked from driving up Big Rock Drive from Pacific Coast Highway on the
14 evening of January 7, 2025 because SCE's pole had collapsed and blocked the road. As a result,
15 firefighters were unable to reach the Big Rock community, where approximately a hundred homes
16 were destroyed by the fire. Plaintiffs are informed and believe that SCE's failure to install fire mesh
17 on this wood pole caused it to collapse and block the roadway when it was damaged by fire.



O. The Communication Defendants Failed To Meet Their Joint Responsibility To Ensure Public Safety, Including Ensuring Their Communications Equipment Did Not Overload LADWP's Wood Utility Poles

317. Plaintiffs are informed and believe that LADWP is a member of the Southern California Joint Pole Committee, which consists of utilities, communications companies, and municipalities in Southern California who hold joint equity interests in utility poles.

318. Plaintiffs are further informed and believe that LADWP Commissioners approved a template for a Communications Service Providers Pole Attachment Agreement on December 6, 2011 under Resolution No. 012-124 in preparation for the implementation of Chapter 580, Statutes of 2011 (AB 1027) on January 1, 2012, which requires local publicly owned electric utilities to provide open access on their utility poles to cable television corporations, video service providers and telephone companies. Such access to LADWP's utility poles is known as third party attachments.

319. Plaintiffs are further informed and believe that LADWP has approximately 60 contracts with private companies, including cable and telecom companies, to allow them to attach their communications cable and equipment to LADWP utility poles.³⁷ LADWP requires all communication service providers to execute LADWP's Communications Service Provider Pole Attachment Agreement prior to attaching to or using any pole owned by LADWP. LADWP regulates such attachments "to ensure that they are not so numerous or placed in a way that they threaten the integrity of the pole or the Department's ability to provide service."³⁸ "Through the Southern California Joint Pole Committee, the Department of Water and Power enters into shared ownership agreements for poles that multiple utilities (for example, electric and telephone) wish to use. Through these agreements, the DWP shares the cost of poles with other entities and jointly owns the poles."³⁹

320. Plaintiffs are informed and believe that LADWP has entered into Communications Service Provider Pole Attachment Agreements and/or Pole Attachment License Agreements with Defendants, AT&T, FRONTIER, CHARTER, and others ("COMMUNICATION DEFENDANTS"),

³⁷ https://ladwp.granicus.com/DocumentViewer.php?file=ladwp_94a85cdf8b4c56e8b05ee5cb41d66b06.pdf&view=1

³⁸ *Id.*

³⁹ *Id.*

1 which allow these Defendants to attach their communications equipment to LADWP's utility poles
2 in Pacific Palisades and elsewhere. Plaintiffs are further informed and believe that such agreements
3 contain the following provisions:

4 A. "All attachments made or maintained by Licensee on LADWP's Poles shall be in
5 accordance with written applications and plans submitted to and approved by LADWP."

6 B. "All attachments shall be made in strict conformity with the standards and regulations
7 prescribed by LADWP; the rules, regulations and orders of the Public Utilities
8 Commission of the State of California, insofar as applicable; and all applicable provisions
9 of law or ordinance."

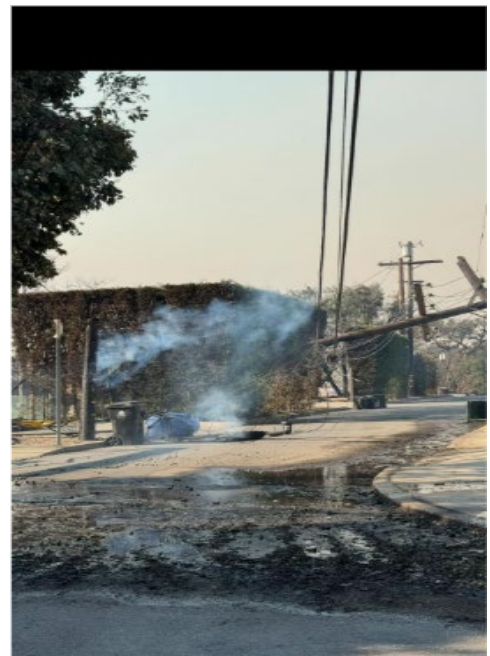
10 C. "LADWP shall have the right to inspect each new installation of Licensee's Equipment
11 on and in the vicinity of LADWP's Pole and to make periodic inspections of once every
12 three (3) years unless conditions warrant more frequent inspections."

13 321. Plaintiffs are further informed and believe that such agreements requires every
14 Licensee to indemnify LADWP from "any and all claims, demands, causes of action, damages, costs,
15 or liabilities, in law or equity, of every kind and nature whatsoever, indirectly or directly resulting
16 from or caused by (a) the installation, maintenance, operation, ownership, use or removal of
17 Equipment on or from LADWP Poles...."

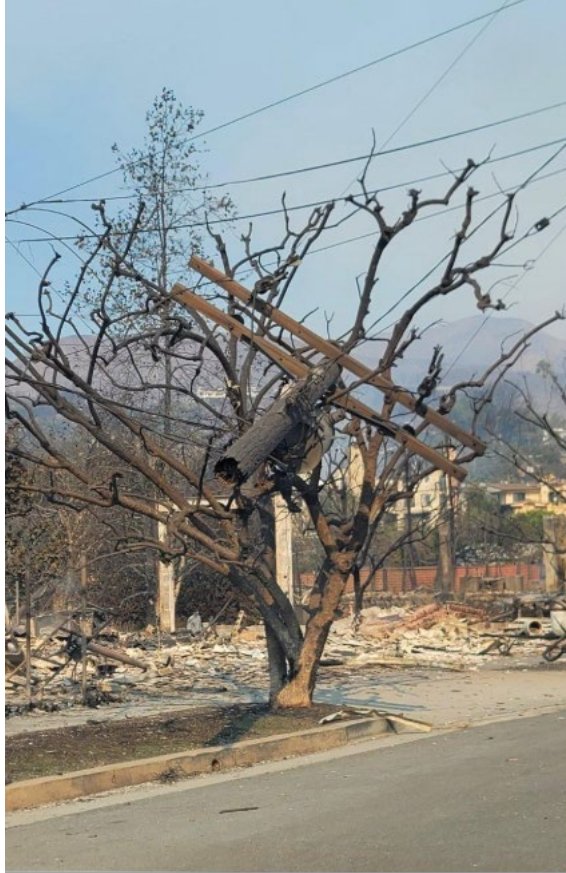
18 322. Plaintiffs are further informed and believe that such agreements require every
19 Licensee to pay and satisfy any judgment or decree which may be rendered against LADWP in any
20 and all suits, action or other legal proceedings which may be brought or instituted by third persons
21 against LADWP arising from the installation, maintenance, operation, ownership, use or removal of
22 Equipment on or from LADWP Poles.

23 323. Plaintiffs are informed and believe that COMMUNICATIONS DEFENDANTS
24 attached their communications equipment to LADWP's wood utility poles in Pacific Palisades in
25 such a manner that overloaded LADWP's poles and violated GO 95 safety standards. These violations
26 resulted in hundreds of LADWP's wood poles breaking at the third-party attachment points, which
27 in turn caused LADWP's energized power lines to fall onto structures and flammable vegetation that
28 caused spot fires which merged with the main Palisades Fire and exacerbated the rapid spread of the

1 fire. Below is a sample of LADWP's wood utility poles which broke during the Palisades Fire due to
2 being overloaded by third party attachments by the COMMUNICATIONS DEFENDANTS.



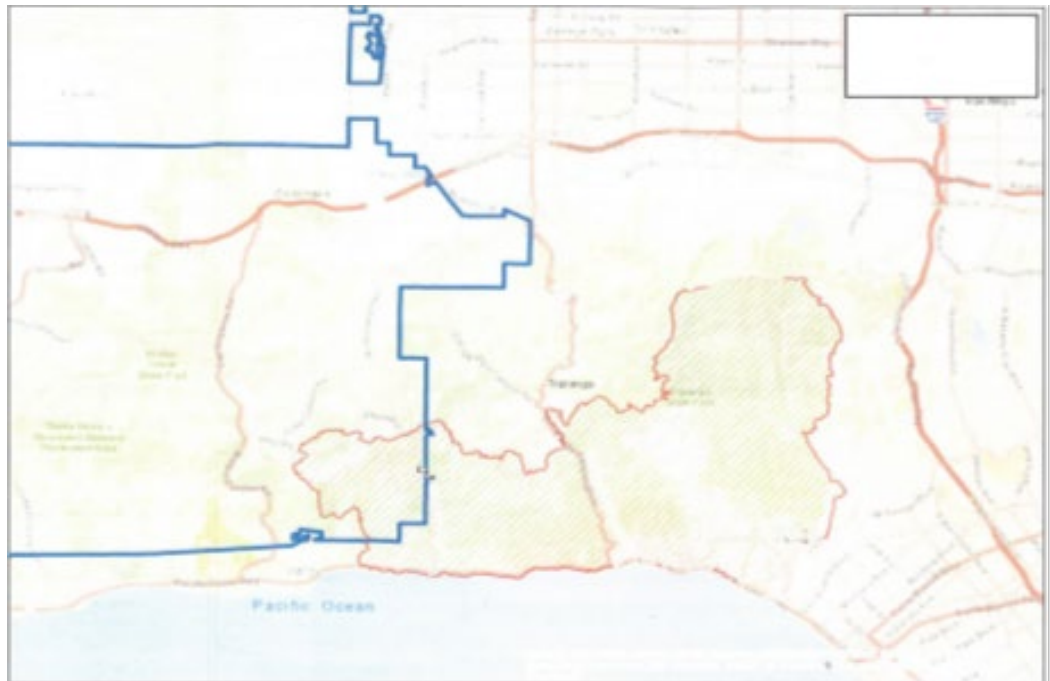
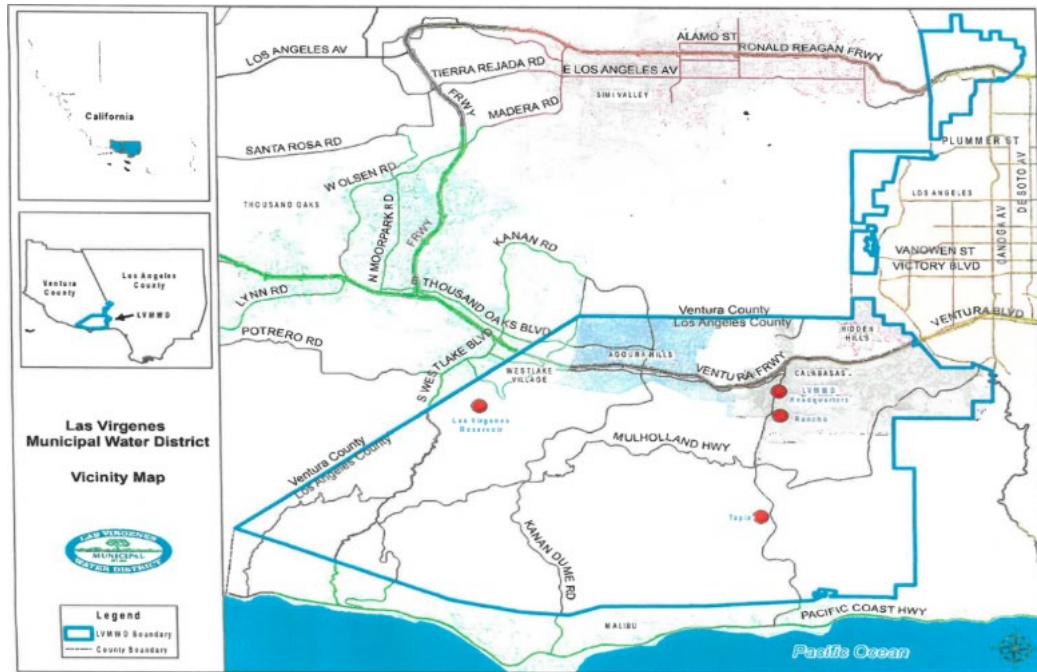
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1 P. Defendant Las Virgenes Municipal Water District (“LVMWD”) caused damages to the
2 Plaintiffs in its service area.

3 324. Defendant LVMWD’s acts and omissions were a substantial factor in contributing to
4 causing the Palisades fire to destroy Plaintiffs’ homes.

5 325. Defendant LVMWD serves the area depicted in the following map:



1 326. Despite dire warnings of the NWS of a “Particularly Dangerous Condition - Red Flag
2 Warning” of “critical fire weather” which had the potential for rapid fire spread and extreme fire
3 behavior, LVMWD was unprepared for the Palisades Fire.

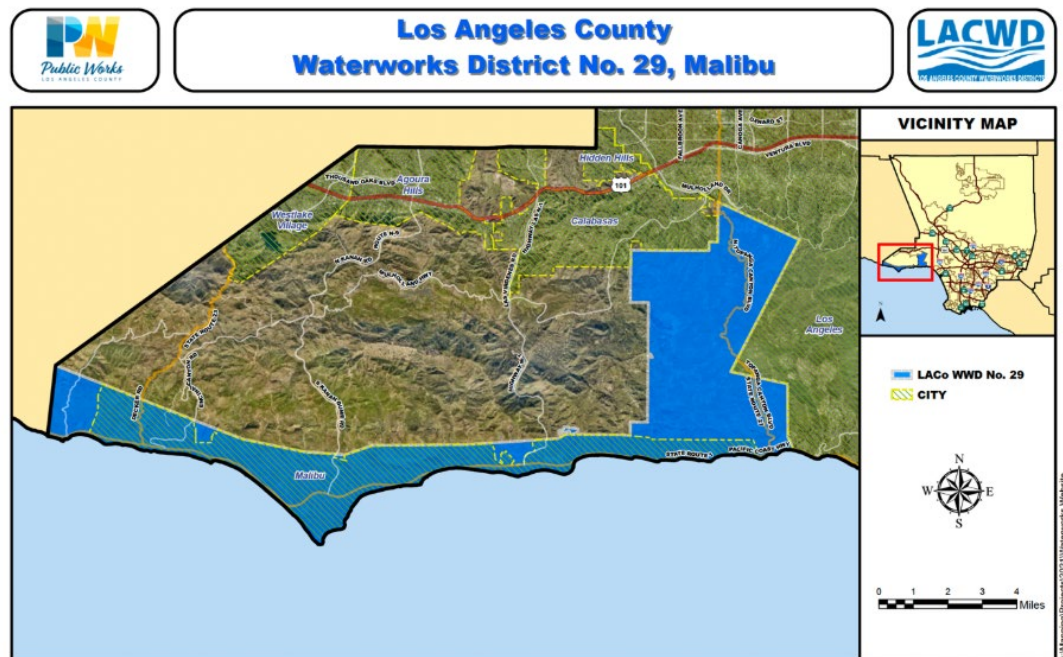
4 327. Plaintiffs’ homes and properties in LVMWD’s service territory were damaged or
5 destroyed during the Palisades Fire because LVMWD intentionally shut off the water supply just as
6 the fire approached the Las Flores Canyon community on Rambla Pacifico. Because of the lack of
7 water, Plaintiffs and firefighters were unable to effectively fight the fire, and the Palisades fire
8 consumed these Plaintiffs’ homes unabated.

9 328. The water supply system, as deliberately designed and constructed by LVMWD,
10 presented an inherent danger and risk of fire to private property. The fire’s destruction of Plaintiffs’
11 properties was an inescapable or unavoidable consequence of LVMWD’s public improvement

12 **Q. Defendant L.A. County Waterworks District 29 (“LACWD29”) caused damages to the**
13 **Plaintiffs in its service area**

14 329. Defendant LACWD29’s acts and omissions were a substantial factor in contributing
15 to causing the Palisades fire to destroy Plaintiffs’ homes.

16 330. Defendant LACWD29 serves the area depicted in the following map:



1 331. Despite dire warnings by the National Weather Service of a “Particularly Dangerous
2 Condition - Red Flag Warning” of “critical fire weather” which had the potential for rapid fire spread
3 and extreme fire behavior, LACWD29 was unprepared for the Palisades Fire.

4 332. Plaintiffs’ homes and properties in LACWD29’s service territory were damaged or
5 destroyed during the Palisades Fire because LACWD29’s water storage tanks, pumps, emergency
6 backup generators, and the electrical connections installed between the emergency generators and
7 pumps failed. When the fire approached, the heat melted these electrical connections between the
8 generators and the pumps. This resulted in low water pressure or no water pressure at fire hydrants
9 within LACWD29’s service territory, including but not limited to the Big Rock and Sunset Mesa
10 neighborhoods and beachfront homes located on Pacific Coast Highway between Topanga Canyon
11 and Carbon Canyon in Malibu. Because of the low water pressure, the Palisades fire consumed these
12 Plaintiffs’ homes unabated.

13 333. These systems, as deliberately designed and constructed, presented an inherent danger
14 and risk of fire to private property. The fire’s destruction of Plaintiffs’ properties was an inescapable
15 or unavoidable consequence of LACWD29’s public improvement.

16 **R. The Palisades Bowl Owners and Manager Failed To Meet Their Responsibilities the**
17 **Palisades Bowl Residents and Thereby Contributed to the Harm Suffered by the**
18 **Palisades Bowl Residents**

19 334. The Palisades Bowl is a mobile home community located at 16321 Pacific Coast
20 Highway in Pacific Palisades.

21 335. Plaintiffs who lived in or resided in the Palisades Bowl either purchased preexisting
22 homes or recreational vehicles or purchased and installed their own at the property, and/or lived in
23 such homes. (hereafter the “Palisades Bowl Plaintiffs”).

24 336. The Palisades Bowl Plaintiffs relied upon the PALISADES BOWL OWNERS AND
25 MANAGER to maintain the Palisades Bowl pursuant to month-to-month rental arrangements.

26 337. The Palisades Bowl Plaintiffs’ monthly rents under their rental agreements were
27 subject to the City of Los Angeles Rent Stabilization Ordinance (“Rent Stabilization Ordinance”),
28 which limits annual rent increases. Rents could only be raised in accordance with the limitations in

1 the Rent Stabilization Ordinance, typically between one to five percent per year.

2 338. In September 2019, some Palisades Bowl residents sued the Palisades Bowl for failing
3 to maintain the common areas, among other claims, in the matter of *Angelique Bouton, et al. v.*
4 *Edward Biggs, et al.*; LASC Case No. 19STCV33030. The PALISADES BOWL OWNERS settled
5 with those residents, effective August 2, 2024. The settlement agreement and accompanying release
6 did not include the claims made herein, which are based on actions and failures to act after that date.

7 339. From August 2, 2024, to January 7, 2025, the PALISADES BOWL OWNERS AND
8 MANAGERS failed to plant, maintain, and irrigate appropriate plant cover at the property, resulting
9 in overgrown and unkept brush and vegetation along the Palisades Bowl's eastern boundary,
10 including but not limited to the area directly behind Spaces 5 and 6. The overgrown brush and
11 vegetation was a ready source of combustible material in the event of a fire.

12 340. The PALISADES OWNERS AND MANAGER knew, or should have known, that the
13 Palisades Bowl was located in in a Very High Fire Hazard Severity Zone ("VHFHSZ") zone as
14 designated by the Los Angeles Fire Department as well as in a Tier 2 extreme fire risk danger zone
15 pursuant to the CPUC's 2018 Fire-Threat Map.

16 341. The PALISADES OWNERS AND MANAGER knew, or should have known of, the
17 NWS Fire Weather Watch warnings made on January 3, 2025 and thereafter, as previously alleged.
18 With these warnings alone, the owners and managers had sufficient and adequate time to conduct the
19 long-neglected brush clearance.

20 342. The PALISADES OWNERS AND MANAGER failed to develop and implement an
21 adequate emergency fire response plane that included information for the onsite managers on how to
22 shut off the natural gas supply to the respective communities.

23 343. The PALISADES OWNERS AND MANAGER had to comply with statutes and laws
24 regarding the maintenance of the respective community, including but not limited to: LAMC §§
25 57.4906.5.2 and 57.4906.5.1.1.1; Civil Code § 798.37.5; and the Mobile Home Residency Law
26 ("MRL").

27 344. Residents of the Palisades Bowl reported that the unkept brush behind or near Spaces
28 5 and 6 was the first area of the Palisades Bowl to catch fire.

1 345. The onsite manager for the Palisades Bowl attempted to shutoff the natural gas supply
2 valve within the Palisades Bowl, but she lacked the proper tools, knowledge, and training on how to
3 turn the gas off to the property. At the time, the onsite manager was acting in the course and scope of
4 her agency with the PALISADES BOWL OWNERS AND MANAGER. The PALISADES BOWL
5 OWNERS AND MANAGER failed to provide the onsite manager with the proper tools, knowledge,
6 and training in relation to the natural gas supply valve.

7 346. The fire consumed the mobile homes and Spaces 5 and 6, and then spread through the
8 other overgrown brush and vegetation aided by the blow-torch effect of the natural gas supply that
9 remained on.

10 347. The entire Palisades Bowl was destroyed.

11 **S. Southern California Gas Company's Natural Gas Lines Caused Homes to Explode,**
12 **Adding High-Energy Fuel to the Palisades Fire and Causing More Damage**

13 348. Southern California Gas Company's ("SoCalGas") natural gas distribution systems
14 are critical infrastructure components that supply energy to the public in residential, commercial, and
15 industrial properties in Southern California, including in Pacific Palisades and Malibu.

16 349. In wildfire situations, it has long been known that gas meters and regulators can and
17 do fail, fires and explosions result, and consequently add high-energy fuel to the fire and
18 conflagration. More damage occurs; occupants and first responders are put at increased risk of injury
19 and death.

20 350. Natural gas is delivered to customers at high pressure, making the gas service regulator
21 a critical safety component in the delivery network. This device safeguards customers and their
22 premises by controlling the immense energy that could flow through the service line. These
23 regulators, installed above ground, are highly vulnerable to numerous hazards — especially fire.
24 Constructed primarily of aluminum, plastic and rubber, gas regulators and meters fail under the heat
25 of a fire. When they fail, they release high pressure gas, fueling dangerous fires.

26 351. When natural gas is released under high pressure due to a regulator or meter failure,
27 escalating hazards emerge including but not limited to fire intensification. Fires that are fueled by
28 natural gas are far more dangerous to occupants, first responders and the general public, posing

1 greater risks to occupants and first responders. Firefighters and emergency personnel face greater
2 risks when dealing with uncontrolled gas release, especially when the gas is released at high pressure.
3 Widespread gas-fed fires can displace residents and cause economic losses. Emergency evacuations
4 and service interruptions may occur, leading to increased public safety concerns.

5 352. In the Palisades Fire, as the fire reached Plaintiffs' neighborhoods, SoCalGas's lines
6 failed to purge or shut down, and had natural gas flowing from the gas lines at high pressure, resulting
7 in explosions within multiple residential homes that were reasonably foreseeable and could have been
8 prevented, hurling embers and debris in the high wind, and causing further spread of the fire.

9 353. These explosions directly caused secondary fires that ignited neighboring structures
10 and homes, and became a cause of and integrated into the fire conflagration complex known as "the
11 Palisades Fire," causing catastrophic damage as a result.

12 354. Defendant failed to implement known fire-season protocols for gas line shutdown,
13 maintenance, or emergency mitigation, despite foreseeable wildfire risks in the area and despite the
14 known risk that open gas lines present in wind-driven wildfire events such as this.

15 355. Plaintiffs are informed and believe and on such basis allege that open gas lines without
16 automatic shutoff valves are specific defects and dangerous conditions of which defendant So. Cal
17 Gas Co. had actual or constructive knowledge, including but not limited to the following.

18 356. Inexpensive safety mechanisms are and were available, long before the Palisades Fire,
19 including but not limited to Fire Safety Valves, also known as Thermal Activated Shutoffs, which are
20 automatic and significantly reduce the time to shut off gas to the structure. Installed above ground
21 prior to the regulator and gas meter, Fire Safety Valves automatically shut off high-pressure gas
22 supplies when a meter set is impacted by fire. When the fusible alloy in the Fire Safety Valve melts,
23 a plug is released, automatically shutting the flow of gas. The FireBag Thermal Activated Shutoff
24 automatically closes within 60 seconds with no manual intervention, as per the DIN 3586
25 international standard. These and other proven fire safety devices are inexpensive, easy to install, and
26 maintenance free.

27 357. Plaintiffs are informed and believe and on that basis allege that Defendant So. Cal Gas
28 Co. knew or should have known, based on its experiences in previous wildfires including dozens of

1 fires in Southern California in the past fifty years, and including but not limited to the devastating
2 Thomas Fire in 2017 and Woolsey Fire in 2018, that:

- 3 a) Its gas distribution system was deficient and dangerous in various ways including
4 but not limited to not having fire safety valves installed, also known as thermal
5 activated shutoffs.
- 6 b) The high pressure flow of gas to the structures would continue unchecked when
7 the heat of a fire threatened gas regulators and meters, and that explosions and
8 further fires and conflagrations would result.
- 9 c) Manual shutoffs have proven to be totally inadequate including but not limited to
10 the fact that intensity of the gas-fueled fires makes manual service line valves
11 inaccessible and shutting distribution line valves can and does take many. many
12 man-hours.

13 358. Despite having this knowledge, all as alleged above, SoCalGas installed no safety
14 mechanisms for shut-offs in the event of fire, and issued no warnings or public safety announcements
15 or any instructions urging residents, in the event of a fire emergency, to shut the valve permitting the
16 gas flow before evacuating their properties. In fact, residents who had previously asked were told that
17 special tools were required for shutting off the gas and that it was not possible to do except by
18 SoCalGas personnel.

19 359. Plaintiffs are informed and believe and on that basis allege that, for years before the
20 Palisades Fire in 2025, Defendant So. Cal Gas Co. knew or should have known that natural gas
21 explosions during wildfires can be particularly dangerous, and that in accidental natural gas
22 explosions, the blast wave can damage structures up to 300 meters away from the point of origin.
23 Natural gas explosions account for approximately 60% of all residential fires caused by gas leaks. In
24 2020, there were over 1,200 reported natural gas explosions across the US, causing more than 20
25 fatalities and over 200 injuries. Natural gas explosions are responsible for roughly 75% of all
26 incidents involving flammable gases in residential areas. In 2019, there was a 12% increase in
27 reported natural gas leaks that resulted in explosions compared to the previous year.

28 360. The economic impact of natural gas explosions includes repair costs, legal liabilities,

1 and personal injuries, totaling in billions annually in the US alone. [https://worldmetrics.org/natural-](https://worldmetrics.org/natural-gas-explosion-statistics/)
2 [gas-explosion-statistics/](https://worldmetrics.org/natural-gas-explosion-statistics/).

3 361. As Congresswoman Laura Friedman’s remarked during the Congressional Hearings
4 February 25, 2025 on Transportation, Infrastructure and Pipelines: “L.A. has a high number of liquid
5 and natural gas pipelines through very densely populated areas including in ...Los Angeles, and
6 Pasadena. During the L.A. fires, we saw a lot of ignitions happening at the homes that were impacted
7 by fire because the natural gas in the homes was on fire. ... [Plumes] of natural gas flames came up
8 from thousands and thousands of homes.... I saw ignitions 2 days later happening because of the
9 winds pushing those flames around.... Not just one house at a time, but you had entire neighborhoods
10 that were impacted by this. ... Fire valves are inexpensive, spring-loaded valves that are designed to
11 melt before the pipeline fails, sealing the pipeline and preventing natural gas from fueling fires in
12 these kinds of incidents. [It is] important to install fire valves in gas distribution pipelines, especially
13 for communities like we have in Los Angeles that are fire-prone and earthquake -prone, just disaster-
14 prone in general.”

15 **FIRST CAUSE OF ACTION**

16 **By Plaintiffs For Dangerous Condition of Public Property Against Defendants STATE OF**
17 **CALIFORNIA and CA STATE PARKS, and DOES 1- 50**

18 362. Plaintiffs hereby reallege and incorporate by reference each and every allegation
19 contained above as though fully set forth herein.

20 363. Plaintiffs are informed and believe that the State had a duty to take reasonable steps
21 to remediate dangerous conditions and prevent the ignition of fires on property it owns or controls,
22 and prevent fire from escaping, damaging or harming persons or property.

23 364. California Government Code §835 states in pertinent part:

24 Except as provided by statute, a public entity is liable for injury caused by a dangerous
25 condition of its property if the plaintiff establishes that the property was in a dangerous
26 condition at the time of the injury, that the injury was proximately caused by the
dangerous condition, that the dangerous condition created a foreseeable risk of the
kind of injury which was incurred, and either:

- 27 (a) a negligent or wrongful act or omission of an employee of the public entity within
28 the scope of his employment created the dangerous condition; or
(b) the public entity had actual or constructive notice of the dangerous condition under

1 Section 835.2 a sufficient time prior to the injury to have taken measures to prevent
2 against the dangerous condition.

3 365. Under the rule set forth in *Vedder v. City of Imperial*, (1974) 36 Cal.App.3d 654, there
4 is no governmental immunity “to allow a public entity to escape responsibility from its failure to
5 provide fire protection on property which it owns and manages itself, particularly where it has
6 permitted a dangerous fire condition to exist on that property.”

7 366. Plaintiffs are informed and believe that Topanga State Park is owned and managed by
8 the STATE and/or CA STATE PARKS (collectively in this cause of action “the State”) and that the
9 January 1, 2025 Lachman Fire and the January 7, 2025 Palisades Fire originated in close proximity
10 to each other near the Temescal Ridge Trail in Topanga State Park. Plaintiffs are further informed
11 and believe that the origin of the Palisades Fire was squarely located on land owned by the State,
12 namely in Topanga State Park.

13 367. Plaintiffs are informed and believe that the State property in Topanga State Park was
14 in a dangerous condition on January 7, 2025 because (1) known embers from the Lachman Fire,
15 which occurred six days earlier on property the State owned and managed, re-ignited January 7, 2025;
16 (2) the State permitted a dangerous fire condition to exist on its property which it owns and manages
17 by allowing embers from the Lachman Fire to smolder, rekindle, burn and re-ignite in dry brush
18 during a predicted Santa Ana wind event under Red Flag Warning conditions; and (3) the State failed
19 to inspect and maintain its property and failed to provide proper fire protection on its property to
20 allow embers from the Lachman Fire on its property, particularly in the presence of overgrown and
21 poorly maintained dry chaparral, as well as knowledge of extreme fire weather conditions and
22 predicted Red Flag Warning wind events.

23 368. Plaintiffs are informed and believe that this combination of dangerous conditions on
24 the State land directly and proximately led to the Palisades Fire, particularly in light of the NWS’s
25 forecast of the “Particularly Dangerous Situation” that would “cause fire starts to rapidly grow in size
26 with extreme fire behavior.”

27 369. The State allowed the dangerous condition to persist even though LAFD had not
28 staged any firefighting assets in or around the vicinity of the Lachman Fire in Topanga State Park, to

1 observe or interdict any flare-ups that might occur due to the extreme wind conditions, severe drought
2 conditions, and possibility of underground chaparral embers rekindling and starting a new fire. Nor
3 was brush cleared sufficiently around the burn scar to prevent spread if there was a rekindling.

4 370. The State allowed the dangerous condition to persist even though no one had
5 conducted any infrared surveillance of the burn scar to determine if there were any remaining hot-
6 spots that could rekindle and cause another fire. Nor was anyone watching the burn scar, either by
7 remote camera or in person.

8 371. The Lachman Fire was extinguished by the LAFD and the State was notified of it. The
9 State had a non-delegable duty to inspect its property for dangerous condition given that embers in
10 the root structure are a well-known phenomenon after such a fire, that there was heavy fuel in the
11 form of dry overgrown, chaparral, and a serious known coming wind condition.

12 372. As a result of the State's allowance of a dangerous condition to exist on its own
13 property without providing any fire protection, the Palisades Fire ignited on January 7, 2025, and
14 spread to the neighboring lands, ultimately destroying PLAINTIFFS' homes and causing a litany of
15 damages to PLAINTIFFS.

16 373. Plaintiffs allege the dangerous condition on the State's property was a change from
17 the natural condition of the State's property. The Palisades Fire and the associated damage to
18 Plaintiffs' person and properties were due to the known, man-made changed condition of the State's
19 property and not the natural condition of the property.

20 374. Plaintiffs are informed and believe that these dangerous conditions caused the injuries
21 to the Plaintiffs as alleged herein.

22 375. Plaintiffs are further informed and believe that this dangerous condition of the State's
23 property created a reasonably foreseeable risk of the kind of injury, which was incurred, namely that
24 embers which were allowed to smolder, burn and re-ignite from a holdover fire on its property were
25 capable of igniting a wildfire and damaging the Plaintiffs' property.

26 376. Plaintiffs are informed and believe that a negligent act or omission by an employee of
27 the State within the scope of his/her employment created the dangerous condition. The State and its
28 employees had actual and constructive knowledge of the dangerous condition in time to have taken

1 measures to protect against it. Specifically, the employees of the State knew or should have known
2 of the “Particularly Dangerous Situation” and “Extreme Fire Conditions” forecasted by the NWS
3 days prior to January 7, 2025 and that any embers not fully extinguished from the Lachman Fire could
4 start a dangerous wildfire. The State and its employees did not take measures to ensure that the embers
5 from the Lachman Fire were fully extinguished on its property prior to the historic wind event to
6 protect against this dangerous condition.

7 377. Plaintiffs are informed and believe that this dangerous condition was a substantial
8 factor in causing the Plaintiffs’ injuries and damages herein alleged.

9 **SECOND CAUSE OF ACTION**

10 **By Plaintiffs For Public Nuisance Against Defendant CA STATE PARKS, and DOES 1- 50**

11 378. Plaintiffs hereby reallege and incorporate by reference each and every allegation
12 contained above as though fully set forth herein.

13 379. CA STATE PARKS owed a non-transferable, non-delegable duty to the public,
14 including Plaintiffs, to conduct their business, in particular the maintenance and operation of Topanga
15 State Park, in a manner that did not cause harm to the public welfare.

16 380. CA STATE PARKS, by acting and/or failing to act, as alleged herein, created a
17 condition that was harmful and dangerous to the health, safety and property of the public, including
18 Plaintiffs, and created a condition which created a fire which damaged and interfered with the
19 Plaintiffs’ quiet use and enjoyment of their property. This interference is both substantial and
20 unreasonable.

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

23 382. The Palisades Fire destroyed 6,837 homes and businesses, damaged another 973
24 structures, killed twelve (12) people, and caused injuries to 3 civilians and 1 firefighter. The Palisades
25 Fire affected a substantial number of people at the same time within the general public, including
26 Plaintiffs, and constituted a public nuisance under California Civil Code §§ 3479 and 3480 and Public
27 Resources Code §§ 4170 and 4171.

28 383. The damaging effects of CA STATE PARKS’ creation of a fire hazard and the

1 resulting Palisades Fire are ongoing and affect the public at large.

2 384. As a direct and legal result of CA STATE PARKS' conduct, Plaintiffs have suffered
3 harm that is different from the type of harm suffered by the general public. Specifically, Plaintiffs
4 have lost the occupancy, possession, use, and/or enjoyment of their land, real and personal property,
5 including but not limited to diminution-in-value of their real property; and impairment of the ability
6 to sell their property; property exposed to toxic chemicals from smoke and soot and lingering smell
7 of smoke, soot, ash and dust in the air.

8 385. As a further direct and legal result of the conduct of CA STATE PARKS, Plaintiffs
9 have suffered, and will continue to suffer, discomfort, anxiety, fear, worry, annoyance, and/or stress
10 attendant to the interference with the occupancy, possession, use and/or enjoyment of their property.

11 386. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
12 by Defendants, and the resulting Palisades Fire.

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

16 388. The unreasonable conduct of CA STATE PARKS is a direct and legal cause of the
17 harm, injury, and/or damage to the public, including Plaintiffs.

18 389. Defendants' conduct set forth above constitutes a public nuisance within the meaning
19 of *Civil Code* §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and *Code of Civil*
20 *Procedure* § 731. Under *Civil Code* § 3493, Plaintiffs have standing to maintain an action for public
21 nuisance because the nuisance is especially injurious to Plaintiffs, because, as described above, it is
22 injurious and/or offensive to the senses of the Plaintiffs unreasonably interferes with their comfortable
23 enjoyment of their property, and/or unlawfully obstructs the free use, in the customary manner, of
24 their property.

25 390. For these reasons, Plaintiffs seek a permanent injunction ordering Defendants to stop
26 continued violation of Public Resource Code §§ 4292 and 4293. Plaintiffs also seek an order directing
27 Defendants to abate the existing and continuing nuisance described above.

1 **THIRD CAUSE OF ACTION**

2 **By Plaintiffs For Dangerous Condition of Public Property Against Defendant STATE OF**
3 **CALIFORNIA, and DOES 1- 50**

4 391. Plaintiffs hereby reallege and incorporate by reference each and every allegation
5 contained above as though fully set forth herein.

6 392. California Government Code §835 states in pertinent part:

7 Except as provided by statute, a public entity is liable for injury caused by a dangerous
8 condition of its property if the plaintiff establishes that the property was in a dangerous
9 condition at the time of the injury, that the injury was proximately caused by the
10 dangerous condition, that the dangerous condition created a foreseeable risk of the
11 kind of injury which was incurred, and either:

- 12 (a) a negligent or wrongful act or omission of an employee of the public entity within
13 the scope of his employment created the dangerous condition; or
14 (b) the public entity had actual or constructive notice of the dangerous condition under
15 Section 835.2 a sufficient time prior to the injury to have taken measures to prevent
16 against the dangerous condition.

17 393. Plaintiffs are informed and believe that the STATE owns numerous vacant lots in
18 Pacific Palisades, including but not limited to APN 4416-002-901, APN 4416-002-902, APN 4416-
19 002-903, 4416-018-900, APN 4416-004-900, 4416-027-904, and APN 4416-004-901 in Pacific
20 Palisades which were overgrown brush and in violation of the CITY's brush clearance ordinances on
21 January 7, 2025.

22 394. Plaintiffs allege that the violations by the STATE alleged herein created a dangerous
23 condition of public property, that the aforementioned STATE-owned lots were in a dangerous
24 condition on January 7, 2025, that this dangerous condition created a reasonably foreseeable risk of
25 the kind of injury and damage which occurred during the Palisades Fire, and that the negligent or
26 wrongful conduct of the STATE's employees acting within the scope of their employment created
27 the dangerous condition. Finally, Plaintiffs allege that the STATE had notice of this dangerous
28 condition for a long enough time to have protected against it and that Plaintiffs were harmed and that
the dangerous condition was a substantial factor in causing the Plaintiffs' harm.

395. Plaintiffs are informed and believe that these dangerous conditions caused the injuries
to the Plaintiffs as alleged herein.

1 **FOURTH CAUSE OF ACTION**

2 **By Plaintiffs For Public Nuisance Against Defendant STATE OF CALIFORNIA and DOES 1-**

3 **50**

4 396. Plaintiffs hereby reallege and incorporate by reference each and every allegation
5 contained above as though fully set forth herein.

6 397. STATE owed a non-transferable, non-delegable duty to the public, including
7 Plaintiffs, to conduct their business, in particular the maintenance and operation of the
8 aforementioned STATE-owned lots, in a manner that did not cause harm to the public welfare.

9 398. STATE, by acting and/or failing to act, as alleged herein, created a condition that was
10 harmful and dangerous to the health, safety and property of the public, including Plaintiffs, and
11 created a condition which created a fire which damaged and interfered with the Plaintiffs' quiet use
12 and enjoyment of their property. This interference is both substantial and unreasonable.

13 399. Plaintiffs do not consent, expressly or impliedly, to the wrongful conduct of
14 Defendants.

15 400. The Palisades Fire destroyed 6,837 homes and businesses, damaged another 973
16 structures, killed twelve (12) people, and caused injuries to 3 civilians and 1 firefighter. The Palisades
17 Fire affected a substantial number of people at the same time within the general public, including
18 Plaintiffs, and constituted a public nuisance under California Civil Code §§ 3479 and 3480 and Public
19 Resources Code §§ 4170 and 4171.

20 401. The damaging effects of STATE's creation of a fire hazard and the resulting Palisades
21 Fire are ongoing and affect the public at large.

22 402. As a direct and legal result of STATE's conduct, Plaintiffs have suffered harm that is
23 different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost the
24 occupancy, possession, use, and/or enjoyment of their land, real and personal property, including but
25 not limited to diminution-in-value of their real property; and impairment of the ability to sell their
26 property; property exposed to toxic chemicals from smoke and soot and lingering smell of smoke,
27 soot, ash and dust in the air.

28 403. As a further direct and legal result of the conduct of STATE, Plaintiffs have suffered,

1 and will continue to suffer discomfort, anxiety, fear, worry, annoyance, and/or stress attendant to the
2 interference with the occupancy, possession, use and/or enjoyment of their property.

3 404. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
4 by Defendants, and the resulting Palisades Fire.

5 405. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
6 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
7 utility associated with causing wildfires that destroy the property of the Plaintiffs.

8 406. The unreasonable conduct of STATE is a direct and legal cause of the harm, injury,
9 and/or damage to the public, including Plaintiffs.

10 407. Defendants' conduct set forth above constitutes a public nuisance within the meaning
11 of *Civil Code* §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, *Code of Civil Procedure*
12 § 731 and L.A.M.C. §57.4906.5.2.1. Under *Civil Code* § 3493, Plaintiffs have standing to maintain
13 an action for public nuisance because the nuisance is especially injurious to Plaintiffs, because, as
14 described above, it is injurious and/or offensive to the senses of the Plaintiffs unreasonably interferes
15 with their comfortable enjoyment of their property, and/or unlawfully obstructs the free use, in the
16 customary manner, of their property.

17 408. For these reasons, Plaintiffs seek a permanent injunction ordering Defendants to stop
18 continued violation of Public Resource Code §§ 4292 and 4293. Plaintiffs also seek an order directing
19 Defendants to abate the existing and continuing nuisance described above.

20 **FIFTH CAUSE OF ACTION**

21 **By Plaintiffs For Inverse Condemnation (Powerlines) Against Defendant LADWP and DOES 1-**

22 **50**

23 409. Plaintiffs hereby reallege and incorporate by reference each and every allegation
24 contained above as though fully set forth herein.

25 410. On or about January 7, 2025, Plaintiffs were the owners of real property located within
26 Pacific Palisades and Malibu.

27 411. Prior to January 7, 2025, Defendant LADWP designed, installed, constructed, owned,
28 operated, used, controlled, supplied, and/or maintained the overhead transmission and distribution

1 electrical equipment which provided electricity to Pacific Palisades.

2 412. On or about January 7, 2025, as a direct, necessary and substantial result of the
3 inherent risks of LADWP's intentional design, installation, construction, ownership, operation, use,
4 control, and/or maintenance for a public use of its overhead electrical transmission and distribution
5 power poles, conductors, transformers and associated equipment, LADWP's wood utility poles broke
6 and powerlines arced and sparked during a foreseeable and forecasted wind event, igniting structures
7 and flammable vegetation. All of these fires merged together and created the urban conflagration
8 known as the Palisades Fire.

9 413. The damage to Plaintiffs' properties was proximately and substantially caused by
10 Defendants' actions in that Defendants' design, installation, ownership, operation, use, supply,
11 maintenance, and/or control for public use of its overhead electrical transmission and distribution
12 equipment created an inherent risk of damage to private property and was a substantial cause of
13 damage to private property.

14 414. Plaintiffs have not received adequate compensation for the damage to and/or
15 destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by
16 Defendants without just compensation.

17 415. As a direct and legal result of the above-described damages to Plaintiffs' property,
18 including loss of use and interference with access, enjoyment and marketability of real property, and
19 damage/destruction of personal property, Plaintiffs have been damaged in amounts according to proof
20 at trial.

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

24 **SIXTH CAUSE OF ACTION**

25 **By Plaintiffs For Inverse Condemnation (Water Supply System) Against Defendant LADWP**
26 **and DOES 1-50**

27 417. Plaintiffs hereby reallege and incorporate by reference each and every allegation
28 contained above as though fully set forth herein.

1 418. On or about January 7, 2025, Plaintiffs were the owners of real property located within
2 Pacific Palisades and Malibu.

3 419. Prior to January 7, 2025, Defendant LADWP deliberately designed, installed,
4 constructed, owned, operated, used, controlled, supplied, and/or maintained a water supply system
5 for Pacific Palisades and surrounding areas. This public improvement was comprised of the Santa
6 Ynez and Palisades Reservoirs, and associated pumps, water storage tanks and pipelines which
7 provided potable water and water for the fire hydrants in Pacific Palisades.

8 420. The LADWP deliberately designed and constructed the system so that the Santa Ynez
9 Reservoir served a critical role in the overall operation of the system. Not only was the Santa Ynez
10 Reservoir the sole supply source of 117 MG of water, it also provided consistent static and dynamic
11 pressures necessary for the entire system to function as designed. To this end, the Santa Ynez
12 Reservoir zone (Zone 720) was designed to maintain backpressure at the terminus of the Westgate
13 Trunk Line, indirectly raising pressures upstream to the Palisades Reservoir. The removal of water
14 from Santa Ynez Reservoir exposed an inherent risk in the system, namely, a substantial drop in water
15 pressure, which rendered the system completely inoperable during a high-volume water demand
16 event – such as the Palisades Fire. Stated differently, the LADWP designed the system knowing that
17 the system would completely fail during a high-volume demand event if the Santa Ynez Reservoir
18 was taken offline. Not only would this eliminate 117 MG of available water to the public, it would
19 also cause a substantial drop in water pressure rendering the entire system inoperable during a high-
20 volume demand event. This specific danger / inherent risk materialized during the Palisades Fire.

21 421. The damage to Plaintiffs' properties was proximately and substantially caused by
22 Defendants' deliberate design, installation, ownership, operation, use, supply, maintenance, and/or
23 control for public use of its water supply systems. The dangers inherent in the design of the water
24 supply system, which materialized during the Palisades were substantial factors in causing the
25 damages sustained by Plaintiffs as a result of the Palisades fire.

26 422. Plaintiffs have not received adequate compensation for the damage to and/or
27 destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by
28 Defendants without just compensation.

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

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

SEVENTH CAUSE OF ACTION

By Plaintiffs For Dangerous Condition of Public Property (Powerlines) Against Defendant

LADWP, and DOES 1- 50

425. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

426. California Government Code §835 states in pertinent part:

Except as provided by statute, a public entity is liable for injury caused by a dangerous condition of its property if the plaintiff establishes that the property was in a dangerous condition at the time of the injury, that the injury was proximately caused by the dangerous condition, that the dangerous condition created a foreseeable risk of the kind of injury which was incurred, and either:

- (a) a negligent or wrongful act or omission of an employee of the public entity within the scope of his employment created the dangerous condition; or
- (b) the public entity had actual or constructive notice of the dangerous condition under Section 835.2 a sufficient time prior to the injury to have taken measures to prevent against the dangerous condition.

427. Plaintiffs are informed and believe that the LADWP's wood utility poles, overhead powerlines, and transformers including in Pacific Palisades were in a dangerous condition on January 7, 2025, because (1) LADWP did not block reclosers during the foreseeable and forecasted "Particularly Dangerous Situation" Red Flag Warning wind event in violation of LADWP's Wildfire Mitigation Plan; (2) wood utility poles were not designed, constructed and/or maintained to CPUC GO 95 standards in violation of LADWP's Wildfire Mitigation Plan; and (3) LADWP unsuccessful attempt to de-energize DS-29 circuits was the result of broken and outdated safety equipment.

428. Plaintiffs are informed and believe that these dangerous conditions caused the injuries

1 to the Plaintiffs as alleged herein.

2 429. Plaintiffs are further informed and believe that these dangerous conditions of
3 LADWP's electrical equipment created a reasonably foreseeable risk of the kind of injury which was
4 incurred, namely igniting a wildfire and damaging the Plaintiffs' property.

5 430. Plaintiffs are informed and believe that a negligent act or omission by an employee of
6 LADWP within the scope of his/her employment created the dangerous conditions. LADWP and its
7 employees had actual and constructive knowledge of the dangerous conditions in time to have taken
8 measures to protect against them. Specifically, the employees of LADWP knew or should have
9 known of the "Particularly Dangerous Situation" and "Extreme Fire Conditions" forecasted by the
10 NWS days prior to January 7, 2025 and that any vegetation which came into contact with energized
11 powerline from broken poles or unblocked reclosers under such conditions would arc and spark and
12 start a dangerous wildfire. LADWP and its employees did not take measures to protect against these
13 dangerous conditions.

14 431. Plaintiffs are informed and believe that this dangerous condition was a substantial
15 factor in causing the Plaintiffs' injuries and damages herein alleged.

16 **EIGHTH CAUSE OF ACTION**

17 **By Plaintiffs For Public Nuisance (Powerlines) Against Defendant LADWP, and DOES 1- 50**

18 432. Plaintiffs hereby reallege and incorporate by reference each and every allegation
19 contained above as though fully set forth herein.

20 433. LADWP owed a non-transferable, non-delegable duty to the public, including
21 Plaintiffs, to conduct their business, in particular the maintenance and operation of electrical
22 infrastructure and facilities, in a manner that did not cause harm to the public welfare.

23 434. LADWP, by acting and/or failing to act, as alleged herein, created conditions that were
24 harmful and dangerous to the health, safety and property of the public, including Plaintiffs, and
25 created conditions which created a fire that damaged and interfered with the Plaintiffs' quiet use and
26 enjoyment of their property. This interference is both substantial and unreasonable.

27 435. Plaintiffs do not consent, expressly or impliedly, to the wrongful conduct of
28 Defendants.

1 436. The Palisades Fire destroyed 6,837 homes and businesses, damaged another 973
2 structures, killed at least twelve (12) people, and caused injuries to 3 civilians and 1 firefighter. The
3 numerous ignitions and fires caused by LADWP as alleged herein affected a substantial number of
4 people at the same time within the general public, including Plaintiffs, and constituted a public
5 nuisance under California Civil Code §§ 3479 and 3480 and Public Resources Code §§ 4170 and
6 4171.

7 437. The damaging effects of LADWP's creation of a fire hazard and the resulting
8 Palisades Fire are ongoing and affect the public at large.

9 438. As a direct and legal result of LADWP's conduct, Plaintiffs have suffered harm that
10 is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost the
11 occupancy, possession, use, and/or enjoyment of their land, real and personal property, including but
12 not limited to diminution-in-value of their real property; and impairment of the ability to sell their
13 property; property exposed to toxic chemicals from smoke and soot and lingering smell of smoke,
14 soot, ash and dust in the air.

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

18 440. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
19 by Defendants, and the resulting Palisades Fire.

20 441. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
21 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
22 utility associated with causing wildfires that destroy the property of the Plaintiffs.

23 442. The unreasonable conduct of LADWP is a direct and legal cause of the harm, injury,
24 and/or damage to the public, including Plaintiffs.

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

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

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

7 **NINTH CAUSE OF ACTION**

8 **By Plaintiffs For Dangerous Condition of Public Property Against Defendant CITY OF LOS**
9 **ANGELES, and DOES 1- 50**

10 445. Plaintiffs hereby reallege and incorporate by reference each and every allegation
11 contained above as though fully set forth herein.

12 446. California Government Code §835 states in pertinent part:

13 Except as provided by statute, a public entity is liable for injury caused by a dangerous
14 condition of its property if the plaintiff establishes that the property was in a dangerous
15 condition at the time of the injury, that the injury was proximately caused by the
16 dangerous condition, that the dangerous condition created a foreseeable risk of the
17 kind of injury which was incurred, and either:

- 18 (a) a negligent or wrongful act or omission of an employee of the public entity within
19 the scope of his employment created the dangerous condition; or
20 (b) the public entity had actual or constructive notice of the dangerous condition under
21 Section 835.2 a sufficient time prior to the injury to have taken measures to prevent
22 against the dangerous condition.

23 447. Plaintiffs are informed and believe that the CITY owns numerous vacant lots in Pacific
24 Palisades, including but not limited to 17919 Castellammare Drive, 17908 Castellammare Drive,
25 17916 Castellammare Drive, and 17945 Porto Marina Way in Pacific Palisades. Additionally,
26 plaintiffs are further informed and believe that the CITY owns a single-family home located at 17909
27 Porto Marina Way which had been abandoned for several years prior to the fire and was in disrepair
28 with overgrown brush on the property on January 7, 2025.

448. Plaintiffs allege that the violations by the CITY alleged herein created a dangerous
condition of public property, that the aforementioned CITY-owned lots were in a dangerous condition
on January 7, 2025, that this dangerous condition created a reasonably foreseeable risk of the kind of

1 injury and damage which occurred during the Palisades Fire, and that the negligent or wrongful
2 conduct of the CITY's employees acting within the scope of their employment created the dangerous
3 condition. Finally, Plaintiffs allege that the CITY had notice of this dangerous condition for a long
4 enough time to have protected against it and that Plaintiffs were harmed and that the dangerous
5 condition was a substantial factor in causing the plaintiffs' harm.

6 449. Plaintiffs are informed and believe that these dangerous conditions caused the injuries
7 to the Plaintiffs as alleged herein.

8 **TENTH CAUSE OF ACTION**

9 **By Plaintiffs For Public Nuisance Against Defendant CITY OF LOS ANGELES, and DOES 1-**

10 **50**

11 450. Plaintiffs hereby reallege and incorporate by reference each and every allegation
12 contained above as though fully set forth herein.

13 451. CITY owed a non-transferable, non-delegable duty to the public, including Plaintiffs,
14 to conduct their business, in particular the maintenance and operation of the aforementioned CITY-
15 owned lots, in a manner that did not cause harm to the public welfare.

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

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

22 454. The Palisades Fire destroyed 6,837 homes and businesses, damaged another 973
23 structures, killed twelve (12) people, and caused injuries to 3 civilians and 1 firefighter. The Palisades
24 Fire affected a substantial number of people at the same time within the general public, including
25 Plaintiffs, and constituted a public nuisance under California Civil Code §§ 3479 and 3480 and Public
26 Resources Code §§ 4170 and 4171.

27 455. The damaging effects of CITY's creation of a fire hazard and the resulting Palisades
28 Fire are ongoing and affect the public at large.

1 456. As a direct and legal result of CITY's conduct, Plaintiffs have suffered harm that is
2 different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost the
3 occupancy, possession, use, and/or enjoyment of their land, real and personal property, including but
4 not limited to diminution-in-value of their real property; and impairment of the ability to sell their
5 property; property exposed to toxic chemicals from smoke and soot and lingering smell of smoke,
6 soot, ash and dust in the air.

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

10 458. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
11 by Defendants, and the resulting Palisades Fire.

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

15 460. The unreasonable conduct of CITY is a direct and legal cause of the harm, injury,
16 and/or damage to the public, including Plaintiffs.

17 461. Defendants' conduct set forth above constitutes a public nuisance within the meaning
18 of *Civil Code* §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, *Code of Civil Procedure*
19 § 731 and L.A.M.C. §57.4906.5.2.1. Under *Civil Code* § 3493, Plaintiffs have standing to maintain
20 an action for public nuisance because the nuisance is especially injurious to Plaintiffs, because, as
21 described above, it is injurious and/or offensive to the senses of the Plaintiffs unreasonably interferes
22 with their comfortable enjoyment of their property, and/or unlawfully obstructs the free use, in the
23 customary manner, of their property.

24 462. For these reasons, Plaintiffs seek a permanent injunction ordering Defendants to stop
25 continued violation of Public Resource Code §§ 4292 and 4293. Plaintiffs also seek an order directing
26 Defendants to abate the existing and continuing nuisance described above.

27 ///

28

ELEVENTH CAUSE OF ACTION

By Plaintiffs For Inverse Condemnation (Power Poles) Against Defendant SCE and DOES 1-50

463. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

464. On or about January 7, 2025, Plaintiffs were the owners of real property located in Malibu.

465. Prior to January 7, 2025, Defendant SCE designed, installed, constructed, owned, operated, used, controlled, supplied, and/or maintained the overhead transmission and distribution electrical equipment which provided electricity to Malibu.

466. Prior to January 7, 2025, SCE knew that protective fire mesh could protect its wood power poles from catching fire during a wildfire and would protect its wood poles from damage and collapsing while on fire into adjacent structures and/or surrounding vegetation during a wildfire. Despite this knowledge, SCE failed to install fire mesh on its wood power poles in Malibu before the Palisades Fire and despite SCE's knowledge of the devastating history of catastrophic wildfires in Malibu since 2007. However, after the Palisades Fire, Plaintiffs are informed and believe that SCE installed fire mesh on all of its wood replacement poles installed in Malibu. This "wait until it breaks" plan of maintenance to save on the cost of installing fire mesh on its wood poles in fire-prone Malibu resulted in those wood poles catching fire and collapsing into adjacent structures and vegetation, which was an inherent risk posed by SCE's maintenance plan and a substantial factor in causing the Plaintiffs' damages alleged herein. See, *City of Oroville v. Superior Court* (2019) 7 Cal. 5th 1091.

467. On or about January 7, 2025, as a direct, necessary and substantial result of the inherent risks of SCE's intentional design, installation, construction, ownership, operation, use, control, and/or maintenance for a public use of its overhead electrical transmission and distribution power poles, conductors, transformers and associated equipment, SCE's wood power poles caught fire due to the lack of protective fire mesh material during a foreseeable and forecasted wind event, causing its power poles to ignite structures and flammable vegetation. SCE's unprotected power poles caught fire causing additional spot fires which merged and contributed the urban conflagration known as the Palisades Fire.

1 468. The damage to Plaintiffs' properties was proximately and substantially caused by
2 Defendants' actions in that Defendants' design, installation, ownership, operation, use, supply,
3 maintenance, and/or control for public use of its overhead electrical transmission and distribution
4 equipment created an inherent risk of damage to private property and was a substantial cause of
5 damage to private property.

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

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

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

16 **TWELFTH CAUSE OF ACTION**

17 **By Plaintiffs For Negligence (Overloaded Poles) Against Defendants, SCE and Does 1-50**

18 472. Plaintiffs hereby reallege and incorporate by reference each and every allegation
19 contained above as though fully set forth herein.

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

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

27 475. Defendants have special knowledge and expertise far above that of a layperson
28 regarding their requirements to design, engineer, construct, use, operate, maintain and inspect these

1 electrical facilities, including tree trimming, removal of vegetation and remediating overloaded utility
2 poles such that their electrical equipment will not cause wildfires like the Palisades Fire.

3 476. Defendants have negligently breached those duties by, among other things:

- 4 a) Failing to conduct reasonably prompt, proper and frequent inspections of their
5 overhead electric and communications facilities;
- 6 b) Failing to design, construct, monitor, operate and maintain their overhead electric
7 and communications facilities to withstand foreseeable wind events and avoid
8 igniting and/or spreading wildfires;
- 9 c) Failing to clear vegetation within a 10-foot radius around the perimeter of all utility
10 poles and towers which supports a switch, fuse, transformer, lighting arrester, line
11 junction, or dead end or corner pole as required by Public Resource Code § 4292;
- 12 d) Failure to perform inspections of all overhead electric facilities as required by PUC
13 General Order 165;
- 14 e) Failing to de-energize overhead electric facilities during foreseeable and expected
15 high wind events in fire-prone areas;
- 16 f) Failing to de-energize overhead electric facilities after the initial ignition of the
17 Palisades Fire;
- 18 g) Failing to properly investigate, screen, train and supervise employees and agents
19 responsible for maintenance and inspection of the overhead electric and
20 communications facilities, including tree trimming and vegetation removal around
21 such facilities.
- 22 h) Failing to install fire mesh protective material around their wood power poles in
23 Malibu to protect them from collapsing while on fire onto adjacent homes and
24 vegetation.

25 477. The Palisades Fire was the direct, legal and proximate result of Defendants'
26 negligence. As a direct, proximate, and legal result of said negligence, Plaintiffs suffered damages as
27 alleged herein.

28 478. At all times mentioned herein, Defendants failed to properly inspect and maintain

1 electrical infrastructure and equipment which they knew, given the then existing wind conditions,
2 posed a risk of harm to the Plaintiffs, and to their real and personal property. Defendants were aware
3 that if their electrical equipment came in contact with vegetation a fire would likely result and spread
4 rapidly. Defendants also knew that, given the then existing weather conditions, said fire was likely to
5 pose a risk of catastrophic property damage, economic loss, personal injury, and/or death to the
6 general public, including Plaintiffs.

7 479. The property damage and economic losses caused by the Palisades Fire is the result of
8 the ongoing custom and practice of SCE of consciously disregarding the safety of the public and not
9 following statutes, regulations, standards, and rules regarding the safe operation, use and maintenance
10 of their overhead electric facilities.

11 480. On information and belief, these Defendants failed to properly inspect and maintain
12 their electric facilities in order to cut costs, with the full knowledge that any incident was likely to
13 result in a wildfire that would burn and destroy real and personal property, displace homeowners from
14 their homes and disrupt businesses in the fire area.

15 481. The actions of Defendants did in fact result in damages to the Plaintiffs. Defendants
16 failed to operate their Nicholas circuit in a safe manner, and/or failed to protect their wood poles with
17 fire mesh and/or failed to remediate overloaded utility poles which were at risk of collapse in high
18 winds.

19 482. The negligence of Defendants was a substantial factor in causing the Plaintiffs'
20 damages.

21 483. Defendants' failure to comply with their duties of care proximately caused damage to
22 Plaintiffs.

23 484. As a further direct and proximate result of Defendants' negligence, Plaintiffs suffered
24 damages including, but not limited to real property damage, economic loss, loss of quiet use and
25 enjoyment of their property, and costs for debris removal.

26 485. Defendants were and are in a special relationship to Plaintiffs. As a supplier of
27 electrical power to the Plaintiffs, SCE's operation of its electrical equipment was intended to and did
28 directly affect the Plaintiffs. SCE is the sole electric public utility which provides electric power to

1 the Plaintiffs in Los Angeles County. As a result, it was foreseeable that a massive wildfire would
2 destroy personal and real property, force residents in the fire area to evacuate, and prevent customers
3 of businesses located within the fire area from patronizing those businesses.

4 486. The Plaintiffs suffered injuries which were clearly and certainly caused by the
5 Palisades Fire, resulting in evacuations and relocations, and the cost to repair and replace their
6 damaged and destroyed real and personal property.

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

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

18 **THIRTEENTH CAUSE OF ACTION**

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

20 489. Plaintiffs hereby reallege and incorporate by reference each and every allegation
21 contained above as though fully set forth herein.

22 490. At all times relevant herein, Plaintiffs were the owners and lawful occupants of real
23 property damaged by the Palisades Fire.

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

28 492. Plaintiffs did not grant permission for Defendants to cause the Palisades Fire to their

1 property.

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

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

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

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

16 **FOURTEENTH CAUSE OF ACTION**

17 **By Plaintiffs For Private Nuisance Against Defendants and DOES 1-20**

18 497. Plaintiffs hereby reallege and incorporate by reference each and every allegation
19 contained above as though fully set forth herein.

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

22 499. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act
23 resulted in a fire and foreseeable obstruction to the free use of Plaintiffs' property, invaded the right
24 of Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of their property,
25 causing Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance
26 pursuant to *Civil Code* § 3479.

27 500. As a direct and proximate result of the conduct of Defendants, Plaintiffs seek the
28 reasonable cost of repair or restoration of their property to its original condition and/or loss-of-use

1 damages, as allowed under *Civil Code* § 3334.

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

6 **FIFTEENTH CAUSE OF ACTION**

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

8 502. Plaintiffs hereby reallege and incorporate by reference each and every allegation
9 contained above as though fully set forth herein.

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

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

18 505. Plaintiffs do not consent, expressly or impliedly, to the wrongful conduct of
19 Defendants.

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

23 507. The damaging effects of Defendants' creation of a fire hazard and the resulting
24 Palisades Fire are ongoing and affect the public at large.

25 508. As a direct and legal result of the Defendants' conduct, Plaintiffs have suffered harm
26 that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost
27 the occupancy, possession, use, and/or enjoyment of their land, real, and/or personal property,
28 including, but not limited to a diminution of value of their real property; an impairment of the ability

1 to sell their property; property exposed to chemical retardant agents dropped from airborne
2 firefighting aircraft; and lingering smell of smoke, soot, ash and dust in the air.

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

6 510. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
7 by Defendants, and the resulting Palisades Fire.

8 511. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
9 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
10 utility associated with causing wildfires to destroy the property of the Plaintiffs.

11 512. The individual and/or collective conduct of Defendants SCE set forth above resulting
12 in the Palisades Fire is not an isolated incident, but is ongoing and/or a repeated course of conduct,
13 and SCE's prior conduct and/or failures have resulted in the 2007 Malibu Canyon Fire, the 2017
14 Thomas Fire, 2018 Woolsey Fire, 2020 Bobcat Fire, 2022 Fairview Fire and other wildfires and
15 damage to the public.

16 513. The unreasonable conduct of Defendants is a direct and legal cause of the harm, injury,
17 and/or damage to the public, including Plaintiffs.

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

23 515. Defendants' conduct set forth above constitutes a public nuisance within the meaning
24 of *Civil Code* §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and *Code of Civil*
25 *Procedure* § 731. Under *Civil Code* § 3493, Plaintiffs have standing to maintain an action for public
26 nuisance because the nuisance is especially injurious to Plaintiffs, because, as described above, it is
27 injurious and/or offensive to the senses of the Plaintiffs unreasonably interferes with their comfortable
28 enjoyment of their property, and/or unlawfully obstructs the free use, in the customary manner, of

1 their property.

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

6 **SIXTEENTH CAUSE OF ACTION**

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

8 517. Plaintiffs hereby reallege and incorporate by reference each and every allegation
9 contained above as though fully set forth herein.

10 518. Defendants were the owners of an easement and/or real property in the area of the
11 Palisades Fire, and/or were the owners of electrical infrastructure upon said easement and/or right of
12 way.

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

17 520. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
18 Plaintiffs suffered, and continues to suffer, the injuries and damages as set forth above.

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

22 **SEVENTEENTH CAUSE OF ACTION**

23 **By Plaintiffs For Violation of Public Utilities Code § 2106 Against Defendant SCE and DOES 1-**

24 **20**

25 522. Plaintiffs hereby reallege and incorporate by reference each and every allegation
26 contained above as though fully set forth herein.

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

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

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

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

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

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

EIGHTEENTH CAUSE OF ACTION

By Plaintiffs For Violation of Health & Safety Code § 13007 Against Defendant SCE and DOES

1-20

529. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

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

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

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

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

8 **NINETEENTH CAUSE OF ACTION**

9 **By Plaintiffs For Inverse Condemnation (Overloaded Poles) Against Communications**

10 **Defendants and DOES 1-50**

11 534. Plaintiffs hereby reallege and incorporate by reference each and every allegation
12 contained above as though fully set forth herein.

13 535. On or about January 7, 2025, Plaintiffs were the owners of real property located within
14 Pacific Palisades and Malibu.

15 536. Prior to January 7, 2025, COMMUNICATIONS DEFENDANTS designed, installed,
16 constructed, owned, operated, used, controlled, supplied, and/or maintained communications cables,
17 guy wires, anchors and associated equipment attached to LADWP's wood utility poles in Pacific
18 Palisades.

19 537. On or about January 7, 2025, as a direct, necessary and substantial result of the
20 inherent risks of the COMMUNICATION DEFENDANTS' intentional design, installation,
21 construction, ownership, operation, use, control, and/or maintenance for a public use of their
22 communications cables, guy wires, anchors and associated equipment attached to LADWP's wood
23 poles, LADWP's wood poles broke at the locations where the COMMUNICATIONS
24 DEFENDANTS' equipment was attached to LADWP's wood poles, causing LADWP's energized
25 powerlines to fall onto structures and flammable vegetation during a foreseeable and forecasted wind
26 event, causing those energized power lines to ignite structures and flammable vegetation. As a direct,
27 necessary, and substantial result of the COMMUNICATIONS DEFENDANTS overloading
28 LADWP's wood utility poles, LADWP's energized power lines arced, and transformers exploded,

1 causing additional spot fires which merged and created the urban conflagration known as the
2 Palisades Fire.

3 538. The damage to Plaintiffs' properties was proximately and substantially caused by the
4 COMMUNICATION DEFENDANTS' actions in that Defendants' design, installation, ownership,
5 operation, use, supply, maintenance, and/or control for public use of their communications equipment
6 which overloaded LADWP's wood utility poles created an inherent risk of damage to private property
7 and was a substantial cause of damage to private property.

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

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

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

18 **TWENTIETH CAUSE OF ACTION**

19 **By Plaintiffs For Negligence (Overloaded Poles) Against Communications Defendants and**

20 **DOES 1-50**

21 542. Plaintiffs hereby reallege and incorporate by reference each and every allegation
22 contained above as though fully set forth herein.

23 543. Communications Defendants have a non-delegable, non-transferable duty to apply a
24 level of care commensurate with and proportionate to the danger of designing, constructing, operating
25 and maintaining their communications infrastructure and to remediate overloaded utility poles.

26 544. Defendants have a non-transferable, non-delegable duty of vigilant oversight in the
27 construction, maintenance, use, operation, repair and inspection of their communications
28 infrastructure that are appropriate to the geographical and weather conditions affecting such

1 equipment.

2 545. Defendants have special knowledge and expertise far above that of a layperson
3 regarding their requirements to design, engineer, construct, use, operate, maintain and inspect these
4 communications facilities and remediating overloaded utility poles such that their communications
5 equipment will not overload LADWP's wood poles and cause wildfires like the Palisades Fire.

6 546. Defendants have negligently breached those duties by, among other things:

- 7 a) Failing to conduct reasonably prompt, proper and frequent inspections of their
8 communications facilities;
- 9 b) Failing to design, construct, monitor, operate and maintain their communications
10 facilities to withstand foreseeable wind events and avoid igniting and/or spreading
11 wildfires;
- 12 c) Failing to attach their communications equipment to LADWP's wood poles in
13 strict conformity with the standards and regulations prescribed by LADWP; the
14 rules, regulations and orders of the CPUC; and all applicable provisions of law or
15 ordinance;
- 16 d) Failure to perform inspections of all overhead communications facilities as
17 required by CPUC General Order 165;
- 18 e) Failing to properly investigate, screen, train and supervise employees and agents
19 responsible for maintenance and inspection of the overhead communications
20 facilities, including the anchoring and guying of wood poles to which
21 communications equipment is attached.

22 547. The Palisades Fire was the direct, legal and proximate result of Defendants'
23 negligence. As a direct, proximate, and legal result of said negligence, Plaintiffs suffered damages as
24 alleged herein.

25 548. At all times mentioned herein, Defendants failed to properly inspect and maintain
26 communications infrastructure and equipment which they knew, given the then existing wind
27 conditions, posed a risk of harm to the Plaintiffs, and to their real and personal property. Defendants
28 were aware that if their communications equipment overloaded a LADWP wood pole and caused it

1 to break, energized powerlines would come in contact with structures and vegetation, and a fire would
2 likely result and spread rapidly. Defendants also knew that, given the then existing weather
3 conditions, said fire was likely to pose a risk of catastrophic property damage, economic loss, personal
4 injury, and/or death to the general public, including Plaintiffs.

5 549. The property damage and economic losses caused by the Palisades Fire is the result of
6 the ongoing custom and practice of the Defendants of consciously disregarding the safety of the
7 public and not following statutes, regulations, standards, and rules regarding the safe operation, use
8 and maintenance of their overhead electric facilities.

9 550. On information and belief, these Defendants failed to properly inspect and maintain
10 their communication facilities in order to cut costs, with the full knowledge that any incident was
11 likely to result in a wildfire that would burn and destroy real and personal property, displace
12 homeowners from their homes and disrupt businesses in the fire area.

13 551. The actions of Defendants did in fact result in damages to the Plaintiffs.

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

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

18 554. As a further direct and proximate result of Defendants' negligence, Plaintiffs suffered
19 damages including, but not limited to real property damage, economic loss, loss of quiet use and
20 enjoyment of their property, and costs for debris removal.

21 555. Defendants were and are in a special relationship to Plaintiffs. As a supplier of
22 communications services to the Plaintiffs, the Defendants' operation of their communications
23 equipment was intended to and did directly affect the Plaintiffs. As a result, it was foreseeable that a
24 massive wildfire would destroy personal and real property, force residents in the fire area to evacuate,
25 and prevent customers of businesses located within the fire area from patronizing those businesses.

26 556. The Plaintiffs suffered injuries which were clearly and certainly caused by the
27 Palisades Fire, resulting in evacuations and relocations, and the cost to repair and replace their
28 damaged and destroyed real and personal property.

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

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

TWENTY-FIRST CAUSE OF ACTION

By Plaintiffs For Trespass Against Communications Defendants and DOES 1-20

559. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

560. At all times relevant herein, Plaintiffs were the owners and lawful occupants of real property damaged by the Palisades Fire.

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

562. Plaintiffs did not grant permission for Defendants to cause the Palisades Fire to their property.

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

564. As a further direct and proximate result of the conduct of Defendants, Plaintiffs have hired and retained counsel to recover compensation for loss and damage and are entitled to recover

1 all attorney's fees, expert fees, consultant fees, and litigation costs and expenses, as allowed under
2 California Code of Civil Procedure § 1029.1.

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

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

10 **TWENTY-SECOND CAUSE OF ACTION**

11 **By Plaintiffs For Private Nuisance Against Communications Defendants and DOES 1-20**

12 567. Plaintiffs hereby reallege and incorporate by reference each and every allegation
13 contained above as though fully set forth herein.

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

16 569. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act
17 resulted in a fire and foreseeable obstruction to the free use of Plaintiffs' property, invaded the right
18 of Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of their property,
19 causing Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance
20 pursuant to *Civil Code* § 3479.

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

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

1 **TWENTY-THIRD CAUSE OF ACTION**

2 **By Plaintiffs For Public Nuisance Against Communications Defendants and DOES 1-20**

3 572. Plaintiffs hereby reallege and incorporate by reference each and every allegation
4 contained above as though fully set forth herein.

5 573. Defendants owed a non-transferable, non-delegable duty to the public, including
6 Plaintiffs, to conduct their business, in particular the maintenance and operation of communications
7 infrastructure and facilities in a manner that did not cause harm to the public welfare.

8 574. Defendants, by acting and/or failing to act, as alleged herein above, created a condition
9 that was harmful to the health of the public, including Plaintiffs, and created a fire which damaged
10 and interfered with the quiet use and enjoyment of their property. This interference is both substantial
11 and unreasonable.

12 575. Plaintiffs do not consent, expressly or impliedly, to the wrongful conduct of
13 Defendants.

14 576. The Palisades Fire, which was created by Defendants, affected a substantial number
15 of people at the same time within the general public, including Plaintiffs, and constituted a public
16 nuisance under Civil Code §§ 3479 and 3480 and Public Resources Code §§ 4170 and 4171.

17 577. The damaging effects of Defendants' creation of a fire hazard and the resulting
18 Palisades Fire are ongoing and affect the public at large.

19 578. As a direct and legal result of the Defendants' conduct, Plaintiffs have suffered harm
20 that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost
21 the occupancy, possession, use, and/or enjoyment of their land, real, and/or personal property,
22 including, but not limited to a diminution of value of their real property; an impairment of the ability
23 to sell their property; property exposed to chemical retardant agents dropped from airborne
24 firefighting aircraft; and lingering smell of smoke, soot, ash and dust in the air.

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

28 580. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused

1 by Defendants, and the resulting Palisades Fire.

2 581. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
3 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
4 utility associated with causing wildfires to destroy the property of the Plaintiffs.

5 582. The unreasonable conduct of Defendants is a direct and legal cause of the harm, injury,
6 and/or damage to the public, including Plaintiffs.

7 583. Defendants have failed to conduct reasonable and timely inspections of their
8 communications infrastructure and facilities and/or remediate overloaded utility poles, and
9 Defendants' failure to do so exposed every member of the public to a foreseeable danger of personal
10 injury, death, and/or a loss or destruction of real and personal property.

11 584. Defendants' conduct set forth above constitutes a public nuisance within the meaning
12 of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of Civil
13 Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to maintain an action for public
14 nuisance because the nuisance is especially injurious to Plaintiffs, because, as described above, it is
15 injurious and/or offensive to the senses of the Plaintiffs unreasonably interferes with their comfortable
16 enjoyment of their property, and/or unlawfully obstructs the free use, in the customary manner, of
17 their property.

18 585. For these reasons, Plaintiffs seek a permanent injunction ordering Defendants to stop
19 continued violation of Public Resource Code §§ 4292 and 4293 and CPUC General Order 95.
20 Plaintiffs also seek an order directing Defendants to abate the existing and continuing nuisance
21 described above.

22 **TWENTY-FOURTH CAUSE OF ACTION**

23 **By Plaintiffs For Premises Liability Against Communications Defendants and DOES 1-20**

24 586. Plaintiffs hereby reallege and incorporate by reference each and every allegation
25 contained above as though fully set forth herein.

26 587. Defendants were the owners of an easement and/or real property in the area of the
27 Palisades Fire, and/or were the owners of communications infrastructure upon said easement and/or
28 right of way.

588. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in failing to properly inspect, manage, maintain their communications infrastructure along the real property and easement, allowing an unsafe condition presenting a foreseeable risk of fire danger to exist in said area.

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

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

TWENTY-FIFTH CAUSE OF ACTION

By Plaintiffs For Violation of Health & Safety Code § 13007 Against Communications

Defendants and DOES 1-20

591. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

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

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

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

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

1 Communications Defendants personally committed, authorized, and/or ratified the despicable
2 conduct alleged herein.

3 **TWENTY-SIXTH CAUSE OF ACTION**

4 **By Plaintiffs For Inverse Condemnation Against LVMWD and DOES 1-20**

5 596. Plaintiffs hereby reallege and incorporate by reference each and every allegation
6 contained above as though fully set forth herein.

7 597. LVMWD's operation of its water supply and related infrastructure and its power
8 equipment was a substantial cause of Plaintiffs' damages. This infrastructure constitutes a public
9 improvement for a public use.

10 598. Defendant's facilities, as deliberately designed and constructed, presented an inherent
11 danger and risk of fire to private property. In acting in furtherance of the public objective of supplying
12 water and power, the Defendants took and did take on January 7, 2025, and in the days thereafter and
13 for about a year before, a known, calculated risk that private property could be damaged and destroyed
14 by a foreseeable wildfire.

15 599. On January 7, 2025, and in the days thereafter, the inherent and foreseeable risk of a
16 fire exacerbated by Defendants' water supply management and infrastructure and power equipment
17 occurred when the Palisades Fire burned and spread, which directly and according to law resulted in
18 the taking of Plaintiffs' private property.

19 600. Defendant's infrastructure was designed, engineered, constructed, used, operated,
20 maintained by Defendants. That operation caused damages to Plaintiffs' property and the Defendant's
21 conduct as described herein constitutes an improper taking or condemnation of their property under
22 Article I § 19 of the California Constitution and Public Utilities Code § 612.

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

27 602. The above-described damage to Plaintiffs' property was proximately and substantially
28 caused by the actions of Defendant, in that Defendants' installation, ownership, operation, use

1 control, and/or maintenance for a public use of the water supply system caused Plaintiffs' damages.

2 603. Plaintiffs have not received adequate compensation for the damage to and/or
3 destruction of their property. This constitutes a taking or damaging of Plaintiffs' property by the
4 Defendants, and each of them, without just compensation.

5 604. Under California Code of Civil Procedure §1036, Plaintiffs are entitled to recover all
6 litigation costs and expenses with regard to the compensation for damage to properties, including
7 attorney's fees, expert fees, consulting fees and litigation costs.

8
9 **TWENTY-SEVENTH CAUSE OF ACTION**

10 **By Plaintiffs For Dangerous Condition of Public Property Against LVMWD and DOES 1-20**

11 605. Plaintiffs hereby reallege and incorporate by reference each and every allegation
12 contained above as though fully set forth herein.

13 606. California Government Code §835 states in pertinent part:

14 Except as provided by statute, a public entity is liable for injury caused by a dangerous
15 condition of its property if the plaintiff establishes that the property was in a dangerous
16 condition at the time of the injury, that the injury was proximately caused by the
17 dangerous condition, that the dangerous condition created a foreseeable risk of the
18 kind of injury which was incurred, and either:

- 19 (a) a negligent or wrongful act or omission of an employee of the public entity within
20 the scope of his employment created the dangerous condition; or
21 (b) the public entity had actual or constructive notice of the dangerous condition under
22 Section 835.2 a sufficient time prior to the injury to have taken measures to prevent
23 against the dangerous condition.

24 607. Plaintiffs are informed and believe that the LVMWD's water supply system, including
25 but not specifically limited to water storage tanks, pumps, emergency backup generators, and the
26 electrical connections installed between the emergency generators and pumps, were in a dangerous
27 condition on January 7, 2025, because LVMWD shut off the water supply.

28 608. Plaintiffs are informed and believe that these dangerous conditions caused the injuries
to the Plaintiffs as alleged herein.

609. Plaintiffs are further informed and believe that this dangerous condition of LVMWD's
water supply system created a reasonably foreseeable risk of the kind of injury, which was incurred,

1 namely that water would run dry and firefighters and homeowners would not have an adequate water
2 supply to extinguish the fire.

3 610. Plaintiffs are informed and believe that a negligent act or omission by an employee of
4 LVMWD within the scope of his/her employment created the dangerous condition. LVMWD and its
5 employees had actual and constructive knowledge of the dangerous condition in time to have taken
6 measures to protect against it. Specifically, the employees of LADWP knew or should have known
7 of the “Particularly Dangerous Situation” and “Extreme Fire Conditions” forecasted by the NWS
8 days before January 7, 2025 and that shutting off water in a wildfire is dangerous.

9 611. Plaintiffs are informed and believe that this dangerous condition was a substantial
10 factor in causing the Plaintiffs’ injuries and damages herein alleged.

11 **TWENTY-EIGHTH CAUSE OF ACTION**

12 **By Plaintiffs For Public Nuisance Against LVMWD and DOES 1-20**

13 612. Plaintiffs hereby reallege and incorporate by reference each and every allegation
14 contained above as though fully set forth herein.

15 613. LVMWD owed a non-transferable, non-delegable duty to the public, including the
16 Plaintiffs, to conduct their business, particularly the maintenance and operation of their water supply
17 system in a manner which did not cause harm to the public welfare.

18 614. LVMWD, by acting and/or failing to act, as alleged herein, created a condition that
19 was harmful and dangerous to the health, safety and property of the public, including Plaintiffs, and
20 created a condition which resulted in fire hydrants and other water sources running dry during the
21 Palisades Fire, which prevented firefighters and homeowners from extinguishing the fire, which
22 interfered with the Plaintiffs’ quiet use and enjoyment of their property. This interference is both
23 substantial and unreasonable.

24 615. Plaintiffs do not consent, expressly or impliedly, to the wrongful conduct of
25 Defendants.

26 616. The Palisades Fire destroyed 6,837 homes and businesses, damaged another 973
27 structures, killed 12 people, and caused injuries to three civilians and one firefighter. The Palisades
28 Fire, which was aggravated by the LVMWD’s lack of water pressure to fight the fire, affected a

1 substantial number of people at the same time within the general public, including Plaintiffs, and
2 constituted a public nuisance under California Civil Code §§ 3479 and 3480 and Public Resources
3 Code §§ 4170 and 4171.

4 617. The damaging effects of LVMWD's creation of a fire hazard and the resulting
5 Palisades Fire are ongoing and affect the public at large.

6 618. As a direct and legal result of LVMWD's conduct, Plaintiffs have suffered harm that
7 is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost the
8 occupancy, possession, use, and/or enjoyment of their land, real and personal property, including but
9 not limited to diminution-in-value of their real property; and impairment of the ability to sell their
10 property; property exposed to toxic chemicals from smoke and soot and lingering smell of smoke,
11 soot, ash and dust in the air.

12 619. As a further direct and legal result of the conduct of LVMWD, Plaintiffs have suffered,
13 and will continue to suffer, discomfort, anxiety, fear, worry, annoyance, and/or stress attendant to the
14 interference with the occupancy, possession, use and/or enjoyment of their property.

15 620. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
16 by Defendants, and the resulting Palisades Fire.

17 621. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
18 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
19 utility associated with allowing wildfires that destroy the property of the Plaintiffs.

20 622. The unreasonable conduct of LVMWD is a direct and legal cause of the harm, injury,
21 and/or damage to the public, including Plaintiffs.

22 623. LVMWD's conduct set forth above constitutes a public nuisance within the meaning
23 of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of Civil
24 Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to maintain an action for public
25 nuisance because the nuisance is especially injurious to Plaintiffs, because, as described above, it is
26 injurious and/or offensive to the senses of the Plaintiffs unreasonably interferes with their comfortable
27 enjoyment of their property, and/or unlawfully obstructs the free use, in the customary manner, of
28 their property.

1 624. For these reasons, Plaintiffs seek a permanent injunction ordering LVMWD to stop
2 continued violation of Public Resource Code §§ 4292 and 4293.

3 **TWENTY-NINTH CAUSE OF ACTION**

4 **By Plaintiffs For Inverse Condemnation Against LACWD29 and DOES 1-20**

5 625. Plaintiffs hereby reallege and incorporate by reference each and every allegation
6 contained above as though fully set forth herein.

7 626. LACWD29's operation of its water supply and related infrastructure and its power
8 equipment was a substantial cause of Plaintiffs' damages. This infrastructure constitutes a public
9 improvement for a public use.

10 627. Defendant's facilities, as deliberately designed and constructed, presented an inherent
11 danger and risk of fire to private property. In acting in furtherance of the public objective of supplying
12 water and power, the Defendants took and did take on January 7, 2025, and in the days thereafter and
13 for about a year before, a known, calculated risk that private property could be damaged and destroyed
14 by a foreseeable wildfire.

15 628. On January 7, 2025, and in the days thereafter, the inherent and foreseeable risk of a
16 fire exacerbated by Defendants' water supply management and infrastructure and power equipment
17 occurred when the Palisades Fire burned and spread, which directly and according to law resulted in
18 the taking of Plaintiffs' private property.

19 629. Defendant's infrastructure was designed, engineered, constructed, used, operated,
20 maintained by Defendants. That operation caused damages to Plaintiffs' property and the Defendant's
21 conduct as described herein constitutes an improper taking or condemnation of their property under
22 Article I § 19 of the California Constitution and Public Utilities Code § 612.

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

27 631. The above-described damage to Plaintiffs' property was proximately and substantially
28 caused by the actions of Defendant, in that Defendants' installation, ownership, operation, use

1 control, and/or maintenance for a public use of the water supply system caused Plaintiffs' damages.

2 632. Plaintiffs have not received adequate compensation for the damage to and/or
3 destruction of their property. This constitutes a taking or damaging of Plaintiffs' property by the
4 Defendants, and each of them, without just compensation.

5 633. Under California Code of Civil Procedure §1036, Plaintiffs are entitled to recover all
6 litigation costs and expenses with regard to the compensation for damage to properties, including
7 attorney's fees, expert fees, consulting fees and litigation costs.

8 **THIRTIETH CAUSE OF ACTION**

9 **By Plaintiffs For Dangerous Condition Against LACWD29 and DOES 1-20**

10 634. Plaintiffs hereby reallege and incorporate by reference each and every allegation
11 contained above as though fully set forth herein.

12 635. California Government Code §835 states in pertinent part:

13 Except as provided by statute, a public entity is liable for injury caused by a dangerous
14 condition of its property if the plaintiff establishes that the property was in a dangerous
15 condition at the time of the injury, that the injury was proximately caused by the
16 dangerous condition, that the dangerous condition created a foreseeable risk of the
17 kind of injury which was incurred, and either:

- 18 (a) a negligent or wrongful act or omission of an employee of the public entity within
19 the scope of his employment created the dangerous condition; or
20 (b) the public entity had actual or constructive notice of the dangerous condition under
21 Section 835.2 a sufficient time prior to the injury to have taken measures to prevent
22 against the dangerous condition.

23 636. Plaintiffs are informed and believe that the LACWD29's water supply system,
24 including but not specifically limited to water storage tanks, pumps, emergency backup generators,
25 and the electrical connections installed between the emergency generators and pumps, were in a
26 dangerous condition on January 7, 2025, because LACWD29's defective water system was
27 inadequate to provide sufficient water volume and pressure to keep fire hydrants from running dry in
28 the event of a wildfire.

637. Plaintiffs are informed and believe that these dangerous conditions caused the injuries
to the Plaintiffs as alleged herein.

638. Plaintiffs are further informed and believe that this dangerous condition of

1 LACWD29's water supply system created a reasonably foreseeable risk of the kind of injury, which
2 was incurred, namely that fire hydrants would run dry and firefighters and homeowners would not
3 have an adequate water supply or water pressure to extinguish the fire.

4 639. Plaintiffs are informed and believe that a negligent act or omission by an employee of
5 LACWD29 within the scope of his/her employment created the dangerous condition. LACWD29 and
6 its employees had actual and constructive knowledge of the dangerous condition in time to have taken
7 measures to protect against it. Specifically, the employees of LACWD29 knew or should have known
8 of the "Particularly Dangerous Situation" and "Extreme Fire Conditions" forecasted by the NWS
9 days before January 7, 2025 and that LACWD29's defective water supply system was inadequate to
10 provide sufficient water volume and pressure to keep fire hydrants from running dry in the event of
11 a wildfire.

12 640. Plaintiffs are informed and believe that this dangerous condition was a substantial
13 factor in causing the Plaintiffs' injuries and damages herein alleged.

14 **THIRTY-FIRST CAUSE OF ACTION**

15 **By Plaintiffs For Public Nuisance Against LACWD29 and DOES 1-20**

16 641. Plaintiffs hereby reallege and incorporate by reference each and every allegation
17 contained above as though fully set forth herein.

18 642. LACWD29 owed a non-transferable, non-delegable duty to the public, including the
19 Plaintiffs, to conduct their business, particularly the maintenance and operation of their water supply
20 system in a manner which did not cause harm to the public welfare.

21 643. LACWD29, by acting and/or failing to act, as alleged herein, created a condition that
22 was harmful and dangerous to the health, safety and property of the public, including Plaintiffs, and
23 created a condition which resulted in fire hydrants running dry during the Palisades Fire, which
24 prevented firefighters and homeowners from extinguishing the fire, which interfered with the
25 Plaintiffs' quiet use and enjoyment of their property. This interference is both substantial and
26 unreasonable.

27 644. Plaintiffs do not consent, expressly or impliedly, to the wrongful conduct of
28 Defendants.

1 645. The Palisades Fire destroyed 6,837 homes and businesses, damaged another 973
2 structures, killed 12 people, and caused injuries to three civilians and one firefighter. The Palisades
3 Fire, which was aggravated by the LACWD29's lack of water pressure to fight the fire, affected a
4 substantial number of people at the same time within the general public, including Plaintiffs, and
5 constituted a public nuisance under California Civil Code §§ 3479 and 3480 and Public Resources
6 Code §§ 4170 and 4171.

7 646. The damaging effects of LACWD29's creation of a fire hazard and the resulting
8 Palisades Fire are ongoing and affect the public at large.

9 647. As a direct and legal result of LACWD29's conduct, Plaintiffs have suffered harm that
10 is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost the
11 occupancy, possession, use, and/or enjoyment of their land, real and personal property, including but
12 not limited to diminution-in-value of their real property; and impairment of the ability to sell their
13 property; property exposed to toxic chemicals from smoke and soot and lingering smell of smoke,
14 soot, ash and dust in the air.

15 648. As a further direct and legal result of the conduct of LACWD29, Plaintiffs have
16 suffered, and will continue to suffer, discomfort, anxiety, fear, worry, annoyance, and/or stress
17 attendant to the interference with the occupancy, possession, use and/or enjoyment of their property.

18 649. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
19 by Defendants, and the resulting Palisades Fire.

20 650. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
21 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
22 utility associated with causing wildfires that destroy the property of the Plaintiffs.

23 651. The unreasonable conduct of LACWD29 is a direct and legal cause of the harm, injury,
24 and/or damage to the public, including Plaintiffs.

25 652. LACWD29's conduct set forth above constitutes a public nuisance within the meaning
26 of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of Civil
27 Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to maintain an action for public
28 nuisance because the nuisance is especially injurious to Plaintiffs, because, as described above, it is

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

4 653. For these reasons, Plaintiffs seek a permanent injunction ordering LACWD29 to stop
5 continued violation of Public Resource Code §§ 4292 and 4293. Plaintiffs also seek an order directing
6 LACWD29 to abate the existing and continuing nuisance described above.

7 **THIRTY-SECOND CAUSE OF ACTION**

8 **By Plaintiffs For Negligence Against MRCA and DOES 1-20**

9 654. Plaintiffs hereby reallege and incorporate by reference each and every allegation
10 contained above as though fully set forth herein.

11 655. MRCA had a non-delegable, non-transferable duty to apply a level of care
12 commensurate with and proportionate to the danger of designing, constructing, operating and
13 maintaining their properties in a manner that was not dangerous to members of the Southern
14 California public during wildfire events in high severity fire risk zones.

15 656. Defendants had a non-transferable, non-delegable duty of vigilant oversight in the
16 construction, maintenance, use, operation, repair and inspection of their properties that are
17 appropriate to the geographical and weather conditions affecting such properties.

18 657. Prior to the Palisades Fire, given experience in all the wildfires in Southern California,
19 the state and the nation over the past two decades or more in which homes and other properties have
20 been destroyed or damaged from properties with inadequate brush and vegetation management,
21 Defendant specifically knew or should have known of the risks their properties posed to the homes
22 and properties of Pacific Palisades and Malibu in the event of fire.

23 658. Defendants have special knowledge and expertise far above that of a layperson
24 regarding safety issues in the design, engineer, construction, use, operation, maintenance and
25 inspection of these properties and to mitigate and remediate risks such that their properties would not
26 cause and add fuel to wildfires like the Palisades Fire.

27 659. Defendants have negligently breached those duties by, among other things:
28

- 1 a) Failing to design, construct, monitor, operate and maintain their properties to avoid
2 igniting and/or spreading wildfires, including but not limited to clearing brush and
3 managing vegetation that would avoid the known risks during wildfires;
4 b) Failing to properly investigate, screen, train and supervise employees and agents
5 responsible for operation, maintenance and safety in event of the known
6 consequences of wildfire events on MRCA's properties during wildfires.

7 660. The Palisades Fire was the direct, legal and proximate result of Defendants'
8 negligence. As a direct, proximate, and legal result of said negligence, Plaintiffs suffered damages as
9 alleged herein.

10 661. At all times mentioned herein, Defendants failed to properly inspect and maintain their
11 properties which they knew, given the then-existing conditions, posed a risk of harm to the Plaintiffs,
12 and to their real and personal property. Defendants were aware that if embers landed on their
13 properties, fires would result and consequently add high-energy fuel to the fire and become part of
14 the conflagration as a result and spread rapidly. Defendants also knew that, given the then existing
15 weather conditions, said fire was likely to pose a risk of catastrophic property damage, economic loss,
16 personal injury, and/or death to the general public, including Plaintiffs.

17 662. The property damage and economic losses caused by the Palisades Fire is the result of
18 the ongoing custom and practice of the Defendants of consciously disregarding the safety of the
19 public and not following statutes, regulations, standards, and rules regarding the safe design,
20 construction, operation, use and maintenance of their properties.

21 663. On information and belief, these Defendants failed to properly maintain and operate
22 their properties, including but not limited to reasonable brush clearance or vegetation management,
23 in order to cut costs, with the full knowledge that any incident was likely to result in a wildfire that
24 would burn and destroy real and personal property, displace homeowners from their homes and
25 disrupt businesses in the fire area.

26 664. The actions of Defendants did in fact result in damages to the Plaintiffs.

27 665. The negligence of Defendants was a substantial factor in causing the Plaintiffs'
28 damages.

666. Defendants' failure to comply with their duties of care proximately caused damage to Plaintiffs.

667. As a further direct and proximate result of Defendants' negligence, Plaintiffs suffered damages including, but not limited to real property damage, economic loss, loss of quiet use and enjoyment of their property, and costs for debris removal.

668. At all times mentioned herein, it was foreseeable to MRCA that a massive wildfire would destroy personal and real property, force residents in the fire area to evacuate, and prevent customers of businesses located within the fire area from patronizing those businesses.

669. The Plaintiffs suffered injuries which were clearly and certainly caused by the Palisades Fire, resulting in evacuations and relocations, and the cost to repair and replace their damaged and destroyed real and personal property.

670. Public policy supports finding a duty of care in this circumstance including but not limited to due to Defendant's violation of laws and regulations.

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

THIRTY-THIRD CAUSE OF ACTION

By Plaintiffs For Trespass Against MRCA and DOES 1-20

672. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

673. At all times relevant herein, Plaintiffs were the owners and lawful occupants of real property damaged by the Palisades Fire.

674. Defendants had a duty to use reasonable care not to enter, intrude on, or invade

1 Plaintiffs' real properties. Defendants negligently allowed the Palisades Fire to ignite and/or spread
2 out of control, causing injury to Plaintiffs. The spread of a negligently caused fire to wrongfully
3 occupy land of another constitutes a trespass.

4 675. Plaintiffs did not grant permission for Defendants to cause the Palisades Fire to
5 trespass on their property.

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

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

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

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

20 **THIRTY-FOURTH CAUSE OF ACTION**

21 **By Plaintiffs For Private Nuisance Against MRCA and DOES 1-20**

22 680. Plaintiffs incorporate and reallege by this reference each of the paragraphs set forth as
23 though fully set forth herein.

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

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

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

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

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

10 **THIRTY-FOURTH CAUSE OF ACTION**

11 **By Plaintiffs For Public Nuisance Against MRCA and DOES 1-20**

12 685. Plaintiffs hereby reallege and incorporate by reference each and every allegation
13 contained above as though fully set forth herein.

14 686. Defendants owed a non-transferable, non-delegable duty to the public, including
15 Plaintiffs, to conduct their business, in particular the maintenance and operation of communications
16 infrastructure and facilities in a manner that did not cause harm to the public welfare.

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

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

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

26 690. The damaging effects of Defendants' creation of a fire hazard and the resulting
27 Palisades Fire are ongoing and affect the public at large.

28 691. As a direct and legal result of the Defendants' conduct, Plaintiffs have suffered harm

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

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

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

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

14 695. The unreasonable conduct of Defendants is a direct and legal cause of the harm, injury,
15 and/or damage to the public, including Plaintiffs.

16 696. Defendants have failed to conduct reasonable and timely inspections of their
17 communications infrastructure and facilities and/or remediate overloaded utility poles, and
18 Defendants' failure to do so exposed every member of the public to a foreseeable danger of personal
19 injury, death, and/or a loss or destruction of real and personal property.

20 697. Defendants' conduct set forth above constitutes a public nuisance within the meaning
21 of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of Civil
22 Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to maintain an action for public
23 nuisance because the nuisance is especially injurious to Plaintiffs, because, as described above, it is
24 injurious and/or offensive to the senses of the Plaintiffs unreasonably interferes with their comfortable
25 enjoyment of their property, and/or unlawfully obstructs the free use, in the customary manner, of
26 their property.

27 698. For these reasons, Plaintiffs seek a permanent injunction ordering Defendants to stop
28 continued violation of Public Resource Code §§ 4292 and 4293 and CPUC General Order 95.

1 Plaintiffs also seek an order directing Defendants to abate the existing and continuing nuisance
2 described above.

3 **THIRTY-FIFTH CAUSE OF ACTION**

4 **By Plaintiffs For Premises Liability Against MRCA and DOES 1-20**

5 699. Plaintiffs hereby reallege and incorporate by reference each and every allegation
6 contained above as though fully set forth herein.

7 700. Defendants were the owners of an easement and/or real property in the area of the
8 Palisades Fire, and/or were the owners of natural gas distribution equipment upon said easement
9 and/or right of way.

10 701. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in
11 failing to properly inspect, manage, maintain their natural gas distribution infrastructure along the
12 real property and easement, allowing an unsafe condition presenting a foreseeable risk of fire danger
13 to exist in said area.

14 702. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
15 Plaintiffs suffered, and continues to suffer, the injuries and damages as set forth above.

16 703. As a further direct and legal result of the wrongful acts and/or omissions of
17 Defendants, Plaintiffs seek the recovery of punitive and exemplary damages against Defendants as
18 set forth above.

19 **THIRTY-SIXTH CAUSE OF ACTION**

20 **By Plaintiffs For Violation of Health & Safety Code § 13007 Against MRCA and DOES 1-20**

21 704. Plaintiffs hereby reallege and incorporate by reference each and every allegation
22 contained above as though fully set forth herein.

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

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

28 707. As a further legal result of the violation of § 13007 by Defendants, Plaintiffs are

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

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

10 **THIRTY-SEVENTH CAUSE OF ACTION**

11 **By Plaintiffs For Dangerous Condition of Public Property Against MRCA and DOES 1-20**

12 709. Plaintiffs hereby reallege and incorporate by reference each and every allegation
13 contained above as though fully set forth herein.

14 710. California Government Code §835 states in pertinent part:

15 Except as provided by statute, a public entity is liable for injury caused by a dangerous
16 condition of its property if the plaintiff establishes that the property was in a dangerous
17 condition at the time of the injury, that the injury was proximately caused by the
18 dangerous condition, that the dangerous condition created a foreseeable risk of the
19 kind of injury which was incurred, and either:

- 18 (a) a negligent or wrongful act or omission of an employee of the public entity within
19 the scope of his employment created the dangerous condition; or
20 (b) the public entity had actual or constructive notice of the dangerous condition under
21 Section 835.2 a sufficient time prior to the injury to have taken measures to prevent
22 against the dangerous condition.

22 711. Plaintiffs are informed and believe that the MRCA's property as alleged herein was in
23 a dangerous condition on January 7, 2025

24 712. Plaintiffs allege the dangerous condition on MRCA's property was a change from the
25 natural condition of MRCA's property. The Palisades Fire and the associated damage to Plaintiffs'
26 properties were due to the changed condition of the MRCA property and not the natural condition of
27 the property.

28 713. Plaintiffs are informed and believe that these dangerous conditions caused the injuries

1 to the Plaintiffs as alleged herein.

2 714. Plaintiffs are further informed and believe that this dangerous condition of MRCA S'
3 property created a reasonably foreseeable risk of the kind of injury, which was incurred, damaging
4 the Plaintiffs' property.

5 715. Plaintiffs are informed and believe that a negligent act or omission by an employee of
6 MRCA within the scope of his/her employment created the dangerous condition. MRCA and its
7 employees had actual and constructive knowledge of the dangerous condition in time to have taken
8 measures to protect against it.

9 716. Plaintiffs are informed and believe that this dangerous condition was a substantial
10 factor in causing the Plaintiffs' injuries and damages herein alleged.

11 **THIRTY-EIGHTH CAUSE OF ACTION**

12 **By Plaintiffs For Inverse Condemnation (Natural Gas) Against Defendant SoCalGas and DOES**

13 **1-20**

14 717. Plaintiffs hereby reallege and incorporate by reference each and every allegation
15 contained above as though fully set forth herein.

16 718. On or about January 7, 2025, Plaintiffs were the owners of real property located within
17 Pacific Palisades and Malibu.

18 719. Prior to January 7, 2025, Defendant SoCalGas designed, installed, constructed,
19 owned, operated, used, controlled, supplied, and/or maintained the natural gas distribution equipment
20 which provided natural gas to properties in Pacific Palisades and Malibu, California.

21 720. On or about January 7, 2025, as a direct, necessary and substantial result of the
22 inherent risks of SoCalGas's intentional design, installation, construction, ownership, operation, use,
23 control, and/or maintenance for a public use of its natural gas distribution lines, meters, regulators
24 and associated equipment, SoCalGas's high pressure natural gas distribution lines filled homes and
25 other properties with natural gas during a foreseeable and forecasted wind event and ensuing
26 firestorm, causing explosions and additional spot fires which added high-energy fuel, merged with
27 and created the urban conflagration known as the Palisades Fire.

28 721. The damage to Plaintiffs' properties was proximately and substantially caused by

1 Defendants' actions in that Defendants' design, installation, ownership, operation, use, supply,
2 maintenance, and/or control for public use of its distribution equipment created an inherent risk of
3 damage to private property and was a substantial cause of damage to private property.

4 722. Plaintiffs have not received adequate compensation for the damage to and/or
5 destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by
6 Defendants without just compensation.

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

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

14 **THIRTY-NINTH CAUSE OF ACTION**

15 **By Plaintiffs For Negligence Against Defendant SoCalGas and DOES 1-20**

16 725. Plaintiffs hereby reallege and incorporate by reference each and every allegation
17 contained above as though fully set forth herein.

18 726. SoCalGas had a non-delegable, non-transferable duty to apply a level of care
19 commensurate with and proportionate to the danger of designing, constructing, operating and
20 maintaining their natural gas distribution infrastructure in a manner that was not dangerous to
21 members of the Southern California public during wildfire events in high severity fire risk zones.

22 727. Defendants had a non-transferable, non-delegable duty of vigilant oversight in the
23 construction, maintenance, use, operation, repair and inspection of their infrastructure that are
24 appropriate to the geographical and weather conditions affecting such equipment.

25 728. Prior to the Palisades Fire, given experience in all the numerous natural gas accidents
26 and wildfires in Southern California, the state and the nation over the past two decades or more in
27 which homes and other properties have exploded from open natural gas lines, Defendant specifically
28 knew or should have known of the risks their natural gas lines posed as installed in the homes and

1 properties of Pacific Palisades and Malibu without safety shut-off valves in the event of fire.

2 729. Defendants have special knowledge and expertise far above that of a layperson
3 regarding their requirements to design, engineer, construct, use, operate, maintain and inspect these
4 facilities and remediate risks such that their equipment would not cause explosions and add fuel to
5 wildfires like the Palisades Fire.

6 730. Defendants have negligently breached those duties by, among other things:

- 7 a) Failing to design, construct, monitor, operate and maintain their natural gas
8 distribution facilities to withstand foreseeable wind events and avoid igniting
9 and/or spreading wildfires, including but not limited to installing shut-off valves
10 or other equipment that would avoid the known risks during wildfires;
11 b) Failing to warn the public as to the hazards of their natural gas distribution
12 facilities or to instruct the public to manually shut off the gas lines to their property
13 during wildfire events;
14 c) Failing to properly investigate, screen, train and supervise employees and agents
15 responsible for safety in event of the known consequences of wildfire events on
16 SoCalGas natural gas distribution lines within properties during wildfires.

17 731. The Palisades Fire was the direct, legal and proximate result of Defendants'
18 negligence. As a direct, proximate, and legal result of said negligence, Plaintiffs suffered damages as
19 alleged herein.

20 732. At all times mentioned herein, Defendants failed to properly inspect and maintain
21 communications infrastructure and equipment which they knew, given the then-existing conditions,
22 posed a risk of harm to the Plaintiffs, and to their real and personal property. Defendants were aware
23 that if their natural gas lines gas meters and regulators failed, fires and explosions would result, and
24 consequently add high-energy fuel to the fire and conflagration, fires would likely result and spread
25 rapidly. Defendants also knew that, given the then existing weather conditions, said fire was likely to
26 pose a risk of catastrophic property damage, economic loss, personal injury, and/or death to the
27 general public, including Plaintiffs.

28 733. The property damage and economic losses caused by the Palisades Fire is the result of

1 the ongoing custom and practice of the Defendants of consciously disregarding the safety of the
2 public and not following statutes, regulations, standards, and rules regarding the safe operation, use
3 and maintenance of their natural gas distribution facilities.

4 734. On information and belief, these Defendants failed to properly maintain and operate
5 their natural gas distribution facilities, and/or to install shut off valves or other safety measures, in
6 order to cut costs, with the full knowledge that any incident was likely to result in a wildfire that
7 would burn and destroy real and personal property, displace homeowners from their homes and
8 disrupt businesses in the fire area.

9 735. The actions of Defendants did in fact result in damages to the Plaintiffs.

10 736. The negligence of Defendants was a substantial factor in causing the Plaintiffs'
11 damages.

12 737. Defendants' failure to comply with their duties of care proximately caused damage to
13 Plaintiffs.

14 738. As a further direct and proximate result of Defendants' negligence, Plaintiffs suffered
15 damages including, but not limited to real property damage, economic loss, loss of quiet use and
16 enjoyment of their property, and costs for debris removal.

17 739. Defendants were and are in a special relationship to Plaintiffs. As a supplier of natural
18 gas distribution services to the Plaintiffs, the Defendants' operation of their natural gas distribution
19 equipment was intended to and did directly affect the Plaintiffs. As a result, it was foreseeable that a
20 massive wildfire would destroy personal and real property, force residents in the fire area to evacuate,
21 and prevent customers of businesses located within the fire area from patronizing those businesses.

22 740. The Plaintiffs suffered injuries which were clearly and certainly caused by the
23 Palisades Fire, resulting in evacuations and relocations, and the cost to repair and replace their
24 damaged and destroyed real and personal property.

25 741. Public policy supports finding a duty of care in this circumstance including but not
26 limited to due to Defendants' violation of laws and regulations.

27 742. Further, the conduct alleged herein was despicable and subjected Plaintiffs to cruel
28 and unjust hardship in conscious disregard of Plaintiffs' rights, constituting oppression, for which

1 Defendants must be punished by punitive and exemplary damages in an amount according to proof.
2 Defendants' conduct evidences a conscious disregard for the safety of others, including Plaintiffs.
3 Defendants' conduct was and is despicable conduct and constitutes malice and defined by Civil Code
4 § 3294. An officer, director, or managing agent of Defendants personally committed, authorized,
5 and/or ratified the despicable conduct alleged herein. Plaintiffs are entitled to an award of punitive
6 damages sufficient to punish and make an example of these Defendants.

7 **FORTIETH CAUSE OF ACTION**

8 **By Plaintiffs For Trespass Against Defendant SoCalGas and DOES 1-20**

9 743. Plaintiffs hereby reallege and incorporate by reference each and every allegation
10 contained above as though fully set forth herein.

11 744. At all times relevant herein, Plaintiffs were the owners and lawful occupants of real
12 property damaged by the Palisades Fire.

13 745. Defendants had a duty to use reasonable care not to enter, intrude on, or invade
14 Plaintiffs' real properties. Defendants negligently allowed the Palisades Fire to ignite and/or spread
15 out of control, causing injury to Plaintiffs. The spread of a negligently caused fire to wrongfully
16 occupy land of another constitutes a trespass.

17 746. Plaintiffs did not grant permission for Defendants to cause the Palisades Fire to
18 trespass on their property.

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

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

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

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

FORTY-FIRST CAUSE OF ACTION

By Plaintiffs For Private Nuisance Against Defendant SoCalGas and DOES 1-20

751. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

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

753. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act resulted in a fire and foreseeable obstruction to the free use of Plaintiffs' property, invaded the right of Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of their property, causing Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance pursuant to Civil Code § 3479.

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

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

FORTY-SECOND CAUSE OF ACTION

By Plaintiffs For Public Nuisance Against Defendant SoCalGas and DOES 1-20

756. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

757. Defendants owed a non-transferable, non-delegable duty to the public, including Plaintiffs, to conduct their business, in particular the maintenance and operation of communications infrastructure and facilities in a manner that did not cause harm to the public welfare.

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

5 759. Plaintiffs did and do not consent, expressly or impliedly, to the wrongful conduct of
6 Defendants.

7 760. The Palisades Fire, which was created by Defendants, affected a substantial number
8 of people at the same time within the general public, including Plaintiffs, and constituted a public
9 nuisance under Civil Code §§ 3479 and 3480 and Public Resources Code §§ 4170 and 4171.

10 761. The damaging effects of Defendants' creation of a fire hazard and the resulting
11 Palisades Fire are ongoing and affect the public at large.

12 762. As a direct and legal result of the Defendants' conduct, Plaintiffs have suffered harm
13 that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost
14 the occupancy, possession, use, and/or enjoyment of their land, real, and/or personal property,
15 including, but not limited to a diminution of value of their real property; an impairment of the ability
16 to sell their property; property exposed to chemical retardant agents dropped from airborne
17 firefighting aircraft; and lingering smell of smoke, soot, ash and dust in the air.

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

21 764. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
22 by Defendants, and the resulting Palisades Fire.

23 765. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
24 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
25 utility associated with causing wildfires to destroy the property of the Plaintiffs.

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

28 767. Defendants have failed to conduct reasonable and timely inspections of their

1 communications infrastructure and facilities and/or remediate overloaded utility poles, and
2 Defendants' failure to do so exposed every member of the public to a foreseeable danger of personal
3 injury, death, and/or a loss or destruction of real and personal property.

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

11 769. For these reasons, Plaintiffs seek a permanent injunction ordering Defendants to stop
12 continued violation of Public Resource Code §§ 4292 and 4293 and CPUC General Order 95.
13 Plaintiffs also seek an order directing Defendants to abate the existing and continuing nuisance
14 described above.

15 **FORTY-THIRD CAUSE OF ACTION**

16 **By Plaintiffs For Premises Liability Against Defendant SoCalGas and DOES 1-20**

17 770. Plaintiffs hereby reallege and incorporate by reference each and every allegation
18 contained above as though fully set forth herein.

19 771. Defendants were the owners of an easement and/or real property in the area of the
20 Palisades Fire, and/or were the owners of natural gas distribution equipment upon said easement
21 and/or right of way.

22 772. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in
23 failing to properly inspect, manage, maintain their natural gas distribution infrastructure along the
24 real property and easement, allowing an unsafe condition presenting a foreseeable risk of fire danger
25 to exist in said area.

26 773. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
27 Plaintiffs suffered, and continues to suffer, the injuries and damages as set forth above.

28 774. As a further direct and legal result of the wrongful acts and/or omissions of

1 Defendants, Plaintiffs seek the recovery of punitive and exemplary damages against Defendants as
2 set forth above.

3 **FORTY-FOURTH CAUSE OF ACTION**

4 **By Plaintiffs For Violation of Health & Safety Code § 13007 Against Defendant SoCalGas and**
5 **DOES 1-20**

6 775. Plaintiffs hereby reallege and incorporate by reference each and every allegation
7 contained above as though fully set forth herein.

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

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

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

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

23 **FORTY-FIFTH CAUSE OF ACTION**

24 **By Plaintiffs For Negligence Against Defendant J. Paul Getty Trust, and DOES 1-20**

25 780. Plaintiffs hereby reallege and incorporate by reference each and every allegation
26 contained above as though fully set forth herein.

27 781. Plaintiffs are informed and believe that the Getty Trust owns or holds interest in
28 easements, rights of way, leaseholds, or other interests in real property in the Getty Villa property

1 located at 17985 Pacific Coast Highway, Pacific Palisades, CA 90272.

2 782. At all times relevant, the Getty Trust was required to abide by all laws of the State of
3 California, the County of Los Angeles, and the City of Los Angeles.

4 783. As holders of such property interests, the Getty Trust owed Plaintiffs a duty to exercise
5 reasonable care in the ownership, use, management, and control of such property, including in the
6 management of vegetation, trees, grasses, and other ignitable material at or near such property.

7 784. In addition to, and coextensive with, their common law duties regarding the
8 management of their property, the Getty Trust was, at all times relevant, required to comply with
9 L.A.M.C. §57.4906.5.1, *et seq.*, the City of Los Angeles’s brush clearance ordinance, which prohibits
10 any landowner from allowing on their land any “hazardous weeds, trees, or other vegetation which
11 by reason of proximity to a building or structure, constitutes a fire hazard.” Section 57.4906.5.1.1.1
12 further provides that property owners shall remove “all dead trees, and maintain all weeds and other
13 vegetation at a height of no more than three inches . . . if such weeds or other vegetation are within
14 100 feet of a building or structure located on such property or on adjacent property.” L.A.M.C. §
15 57.4906.5.1.1.1.

16 785. Plaintiffs are informed and believe that the Getty Trust’s conduct constituted a
17 violation of L.A.M.C. §57.4906.5.1. The Getty Trust’s violation of L.A.M.C. §57.4906.5.1 was a
18 substantial factor in bringing about the harm to Plaintiffs and results a presumption of negligence per
19 se.

20 786. The Getty Trust acted wantonly, unlawfully, carelessly, recklessly, and/or negligently
21 in failing to properly inspect, manage, maintain, and/or control such property – including all
22 vegetation, grasses, brush, or flammable material, such that said property was in an unsafe condition
23 and created a foreseeable risk of fire ignition, and in failing to warn of or eliminate such conditions.

24 787. Similarly, the Getty Trust failed to take preparatory steps which, in the event of a fire
25 ignition, could be reasonably calculated to prevent or mitigate the spread of the Palisades Fire.

26 788. Plaintiffs are informed and believe that this negligence caused the injuries to the
27 Plaintiffs as alleged herein.

28 789. Plaintiffs are informed and believe that the Getty Trust’s negligence was a substantial

1 factor in causing the Plaintiffs' injuries and damages herein alleged.

2 **FORTY-SIXTH CAUSE OF ACTION**

3 **By Plaintiffs For Public Nuisance Against Defendant J. Paul Getty Trust, and DOES 1-20**

4 790. Plaintiffs hereby reallege and incorporate by reference each and every allegation
5 contained above as though fully set forth herein.

6 791. The Getty Trust owed a non-transferable, non-delegable duty to the public, including
7 Plaintiffs, to conduct their business, in particular the management and maintenance of highly-
8 flammable vegetation on their Getty Villa property and within 100 feet of any structures on adjacent
9 property, in a manner that did not cause harm to the public welfare.

10 792. The Getty Trust, by acting and/or failing to act, as alleged herein, created a condition
11 on its Getty Villa property that was harmful and dangerous to the health, safety and property of the
12 public, including Plaintiffs, and created a condition which created a fire which damaged and
13 interfered with the Plaintiffs' quiet use and enjoyment of their property. This interference is both
14 substantial and unreasonable.

15 793. Plaintiffs do not consent, expressly or impliedly, to the wrongful conduct of the Getty
16 Trust.

17 794. The Palisades Fire was exacerbated by the overgrown and unmanaged vegetation on
18 the Getty Villa property and spread from that property to the surrounding neighborhoods as alleged
19 herein affected a substantial number of people at the same time within the general public, including
20 Plaintiffs, and constituted a public nuisance under California Civil Code §§ 3479 and 3480 and Public
21 Resources Code §§ 4170 and 4171.

22 795. The damaging effects of the Getty Trust's creation of a fire hazard and the resulting
23 Palisades Fire are ongoing and affect the public at large.

24 796. As a direct and legal result of the Getty Trust's conduct, Plaintiffs have suffered harm
25 that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost
26 the occupancy, possession, use, and/or enjoyment of their land, real and personal property, including
27 but not limited to diminution-in-value of their real property and/or rebuilding costs, impairment of
28 the ability to sell their property, property exposed to toxic chemicals from smoke and soot, and

1 lingering smell of smoke, soot, ash and dust in the air.

2 797. As a further direct and legal result of the conduct of the Getty Trust, Plaintiffs have
3 suffered, and will continue to suffer, discomfort, anxiety, fear, worry, annoyance, and/or stress
4 attendant to the interference with the occupancy, possession, use and/or enjoyment of their property.

5 798. A reasonable, ordinary person would be annoyed or disturbed by the conditions caused
6 by the Getty Trust, and the resulting spread of the Palisades Fire.

7 799. The Getty Trust's conduct is unreasonable and the seriousness of the harm to the
8 public, including Plaintiffs, outweighs the social utility of the Getty Trust's conduct. There is little to
9 no social utility associated with failing to maintain vegetation that in turn causes the spread of
10 wildfires that destroy the property of the Plaintiffs.

11 800. The unreasonable conduct of the Getty Trust is a direct and legal cause of the harm,
12 injury, and/or damage to the public, including Plaintiffs.

13 801. The Getty Trust's conduct set forth above constitutes a public nuisance within the
14 meaning of *Civil Code* §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and *Code of*
15 *Civil Procedure* § 731. Under *Civil Code* § 3493, Plaintiffs have standing to maintain an action for
16 public nuisance because the nuisance is especially injurious to Plaintiffs, because, as described above,
17 it is injurious and/or offensive to the senses of the Plaintiffs unreasonably interferes with their
18 comfortable enjoyment of their property, and/or unlawfully obstructs the free use, in the customary
19 manner, of their property.

20 802. For these reasons, Plaintiffs seek a permanent injunction ordering the Getty Trust to
21 stop continued violation of Public Resource Code §§ 4292 and 4293. Plaintiffs also seek an order
22 directing the Getty Trust to abate the existing and continuing nuisance described above.

23 **FORTY-SEVENTH CAUSE OF ACTION**

24 **By Plaintiffs For Private Nuisance Against Defendant J. Paul Getty Trust, and DOES 1-20**

25 803. Plaintiffs hereby reallege and incorporate by reference each and every allegation
26 contained above as though fully set forth herein.

27 804. Plaintiffs own and/or occupy real property in the fire area and in neighborhoods
28 surrounding the Getty Villa. At all times relevant herein, Plaintiffs had a right to occupy, enjoy, and/or

1 use their property without interference by the Getty Trust.

2 805. The Getty Trust's actions, conduct, omissions, negligence, trespass, and failure to act
3 resulted in the spread of the Palisades Fire through the Getty Trust's property and onto Plaintiffs'
4 property, a foreseeable obstruction to the free use of Plaintiffs' property, invaded the right of Plaintiffs
5 to use their property, and interfered with Plaintiffs' enjoyment of their property,
6 causing Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance
7 pursuant to *Civil Code* § 3479.

8 806. As a direct and proximate result of the conduct of the Getty Trust, Plaintiffs seek the
9 reasonable cost of repair or restoration of their property to its original condition and/or loss-of-use
10 damages, as allowed under *Civil Code* § 3334.

11 807. The Getty Trust's conduct was willful and wanton, and with a conscious disregard for
12 the safety of others. Accordingly, Defendants acted with malice towards Plaintiffs, which is an
13 appropriate predicate fact for an award of exemplary/punitive damages in an amount to be proven at
14 trial.

15 **FORTY-EIGHTH CAUSE OF ACTION**

16 **By Plaintiffs For Trespass Against Defendant J. Paul Getty Trust, and DOES 1-20**

17 808. Plaintiffs hereby reallege and incorporate by reference each and every allegation
18 contained above as though fully set forth herein.

19 809. At all times relevant herein, Plaintiffs were the owners and lawful occupants of real
20 property damaged by the Palisades Fire.

21 810. The Getty Trust had a duty to use reasonable care not to enter, intrude on, or invade
22 Plaintiffs' real properties. The Getty Trust negligently allowed the Palisades Fire to spread out of
23 control through overgrown vegetation on Getty Trust property, causing injury to Plaintiffs. The
24 spread of a negligently caused fire to wrongfully occupy land of another constitutes a trespass.

25 811. Plaintiffs did not grant permission for the Getty Trust to cause the Palisades Fire to
26 enter their property.

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

1 annoyance, and emotional distress in an amount to be proven at trial.

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

6 814. As a further direct and proximate result of the conduct of the Getty Trust, Plaintiffs
7 seek the reasonable cost of repair or restoration of his property to its original condition and/or loss of
8 use damages, as allowed by *Civil Code* § 3334.

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

13 **FORTY-NINTH CAUSE OF ACTION**

14 **By Plaintiffs For Violation of Health & Safety Code § 13007 and 13008 Against Defendant J.**

15 **Paul Getty Trust and DOES 1-20**

16 816. Plaintiffs hereby reallege and incorporate by reference each and every allegation
17 contained above as though fully set forth herein.

18 817. By engaging in the acts and/or omissions alleged in this Complaint, Defendant Getty
19 Trust willfully, negligently, and in violation of law, allowed fire to ignite or spread to the property of
20 another, without exercising due diligence in controlling the fire, in violation of California Health &
21 Safety Code §§ 13007 and 13008.

22 818. Defendant Getty Trust is a legal cause of Plaintiffs' harm, and Plaintiffs are entitled
23 to damages for all harm, including, but not limited to, destruction of and damage to real property,
24 including loss of use, resource, rehabilitation, and restoration costs, and erosion damages; destruction
25 of and damage to structures; destruction of and damage to personal property; and emotional distress,
26 pursuant to California Health & Safety Code §§ 13007 and 13008.

27 819. As a legal result of the violation of §§ 13007 and 13008 by Defendant Getty Trust,
28 Plaintiffs are entitled to reasonable attorney's fees under California Code of Civil Procedure § 1021.9

1 for the prosecution of this cause of action.

2 820. Further, the conduct alleged against the Defendant Getty Trust herein was despicable
3 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
4 oppression, for which Defendant Getty Trust must be punished by punitive and exemplary damages
5 in an amount according to proof. Defendant Getty Trust's conduct was carried on with a willful and
6 conscious disregard for the rights and safety of the Plaintiffs, constituting malice, for which
7 Defendant Getty Trust must be punished by punitive and exemplary damages according to proof. An
8 officer, director, or managing agent of the Getty Trust personally committed, authorized, and/or
9 ratified the despicable conduct alleged herein.

10 **FIFTIETH CAUSE OF ACTION**

11 **By Plaintiffs For Negligence Against Defendants PALISADES BOWL OWNERS AND**
12 **MANAGER and DOES 1-20**

13 821. Plaintiffs bringing this cause of action are the tenants and residents of the Palisades
14 Bowl.

15 822. Plaintiffs hereby reallege and incorporate by reference each and every allegation
16 contained above as though fully set forth herein.

17 823. The PALISADES BOWL OWNERS were, and still are, the legal owners of the
18 property located at 16321 Pacific Coast Highway, Los Angeles, CA 90272.

19 824. The PALISADES BOWL MANAGER, acting as PALISADES BOWL OWNERS'
20 agent, was in control of the Palisades Bowl property at all relevant times.

21 825. The PALISADES BOWL OWNERS AND MANAGER and DOES 1 through 20,
22 inclusive. each owed the Palisades Bowl Plaintiffs a duty of care to properly operate, manage, and
23 maintain the Palisades Bowl in a reasonable manner, and in compliance with laws and statutes, so as
24 to not cause harm and damages to the homeowners and residents.

25 826. Beginning August 2, 2024, the PALISADES BOWL OWNERS AND MANAGER,
26 and DOES 1 through 20, inclusive, breached their duties of care owed to the Palisades Bowl Plaintiffs
27 by failing to operate, manage, and maintain the Palisades Bowl in a reasonable manner. Such breaches
28 of duty include, but are not limited to, failing to maintain vegetation on the hillside and to also clear

1 overgrown brush and vegetation; failing to comply and ensure conformance with LAMC §§
2 57.4906.5.2 and 57.4906.5.1.1.1, and Civil Code § 798.37.5, regarding maintenance and clearance of
3 plants, vegetation, and overgrown brush; failing to manage conditions of the community so there
4 would be an extreme risk of fire damage; failing to create and implement an emergency preparedness
5 plan that included instructions and tools to shutoff the Palisades Bowl's natural gas supply; failing to
6 train onsite staff and management on how to turn off the natural gas at the Palisades Bowl; and failing
7 to retain a private firefighting company to protect the Palisades Bowl.

8 827. After the fire, the PALISADES BOWL OWNERS AND MANAGER had a duty to
9 protect the Palisades Bowl Plaintiffs' belongings from the looters that were known to be present in
10 the Palisades Bowl following the fire. The PALISADES BOWL OWNERS AND MANAGER
11 breached their duties to the Palisades Bowl Plaintiffs by failing to act with reasonable care in response
12 to the multiple reports of looting. Such breaches of duty include, but are not limited to, failing to
13 provide adequate security after having knowledge of looting at the Palisades Bowl; allowing looting
14 to occur after security was hired; and failing to supervise the security guard(s) assigned to the
15 Palisades Bowl to ensure they were guarding the community in a reasonable manner.

16 828. The Palisades Bowl Plaintiffs suffered harm in that their homes and personal property
17 were destroyed. For the Palisades Bowl Plaintiffs who operated businesses and generated income
18 from the Palisades Bowl, those Palisades Bowl Plaintiffs suffered loss of business property, income,
19 revenue, and profits. The Palisades Bowl Plaintiffs also suffered non-economic damages.

20 829. The negligent actions, and inactions, of the PALISADES BOWL DEFENDANTS and
21 APOLLO were each substantial factors in causing the harm suffered by the Palisades Bowl Plaintiffs.

22 830. The damages suffered by the Palisades Fire Plaintiffs are in amounts according to
23 proof at trial.

24 **FIFTY-FIRST CAUSE OF ACTION**

25 **By Plaintiffs For Public Nuisance Against Defendants PALISADES BOWL OWNERS AND**
26 **MANAGER and DOES 1-20**

27 831. Plaintiffs bringing this cause of action are the tenants and residents of the Palisades
28 Bowl.

1 832. Plaintiffs hereby reallege and incorporate by reference each and every allegation
2 contained above as though fully set forth herein.

3 833. At all times herein beginning August 2, 2025, the PALISADES BOWL OWNERS
4 and PALISADES BOWL MANAGER created and maintained a continuing nuisance in the
5 community and breached their duties to Palisades Bowl Plaintiffs by substantially failing to provide
6 and maintain the Palisades Bowl common areas in good working order; failing to maintain
7 appropriate landscaping on the hillsides of the Palisades Bowl with appropriate irrigation; failing to
8 clear the overgrown brush throughout the Palisades Bowl; allowing conditions in the Palisades Bowl
9 to create an extreme risk of fire damage; failing to create and implement an emergency preparedness
10 plan that included instructions and tools to shutoff the Palisades Bowl's natural gas supply; failing to
11 train staff to turn off natural gas in the Palisades Bowl during emergencies; failing to retain a private
12 firefighting company to protect the Palisades Bowl; and by violating LAMC §§ 57.4906.5.2 and
13 57.4906.5.1.1.1 requiring the PALISADES BOWL DEFENDANTS to follow all Fire Code
14 regulations to maintain and clear overgrown brush year-round.

15 834. On June 16, 2025, a Palisades Bowl homeowner and resident served the PALISADES
16 BOWL OWNERS AND MANAGER with Notice of the homeowners and residents intention to
17 commence legal action. This Notice and its service comply with Civil Code § 798.84. The Notice
18 expressly was "on behalf of other current and former homeowners and residents of Pacific Palisades
19 Mobile Home Park, located at 16321 Pacific Coase Highway, Pacific Palisades, California 90272",
20 without limitation.

21 835. Between August 2, 2024 and January 7, 2025 PARK residents notified and
22 complained to PALISADES BOWL OWNERS AND MANAGER of the dangerous and overgrown
23 brush conditions on the hillsides of the Palisades Bowl; the need for appropriate irrigation above the
24 Keystone wall; and the conditions in the Palisades Bowl otherwise creating an extreme risk of fire
25 damage. PALISADES BOWL OWNERS and PALISADES BOWL MANAGER negligently failed
26 to correct and maintain the conditions.

27 836. By failing to correct and maintain the conditions of the Palisades Bowl as described
28 herein, the PALISADES BOWL OWNERS AND MANAGER created and maintained a public

1 nuisance under Civil Code § 798.87.

2 837. The public nuisance, and failure to correct and maintain the conditions as described
3 herein, were a substantial factor in causing the Palisades Bowl Plaintiffs harms.

4 838. Because of this public nuisance, the Palisades Bowl Plaintiffs have suffered general
5 and special damages including the complete loss of their leasehold interests and value in their homes,
6 a denial of their property rights, emotional distress, property damage, loss of business income,
7 revenue, profit, and property, cost of repairs, and/or loss of use and enjoyment of their homes and the
8 Palisades Bowl.

9 839. The PALISADES BOWL OWNERS AND MANAGER had the financial ability to
10 correct, maintain, and remedy the conditions and to make the proper managerial changes to install
11 competent and professional management that would correct the complained of conditions. But
12 instead, they negligently failed to do so.

13 840. Pursuant to Civil Code § 798.86, the Palisades Bowl Plaintiffs seek a statutory penalty
14 of up to \$2,000 for each willful violation of the Mobile Home Residency Law (“MRL”). The
15 Palisades Bowl Plaintiffs are entitled to recover their attorneys’ fees and costs pursuant to Civil Code
16 § 798.85 in pursuing this action.

17 **FIFTY-SECOND CAUSE OF ACTION**

18 **By Plaintiffs For Private Nuisance Against Defendants PALISADES BOWL OWNERS AND**
19 **MANAGER and DOES 1-20**

20 841. Plaintiffs bringing this cause of action are the tenants and residents of the Palisades
21 Bowl.

22 842. Plaintiffs hereby reallege and incorporate by reference each and every allegation
23 contained above as though fully set forth herein.

24 843. The Palisades Bowl Plaintiffs owned, leased, and/or occupied property inside the
25 Palisades Bowl. At all relevant times herein, the Palisades Bowl Plaintiffs had a right to occupy,
26 enjoy, and/or use their property without interference by PALISADES BOWL AND MANAGER,
27 and/or each of them.

28 844. PALISADES BOWL OWNERS AND MANAGER by acting and/or failing to act, as

1 alleged herein, negligently and recklessly created one or more conditions, and permitted them to exist,
2 that were harmful to the health of the Palisades Bowl Plaintiffs, created hazardous fire conditions,
3 and conditions that substantially interfered with the comfortable occupancy, use, and/or enjoyment
4 of Palisades Bowl Plaintiffs property.

5 845. The Palisades Bowl Plaintiffs did not consent to the wrongful conduct of PALISADES
6 BOWL OWNERS AND MANAGER in acting in the manner set forth above.

7 846. An ordinary person would reasonably be annoyed or disturbed by the conduct of the
8 PALISADES BOWL OWNERS AND MANAGER.

9 847. The Palisades Bowl Plaintiffs have lost the occupancy, possession, use, and/or
10 enjoyment of their real and/or personal property, including, but not limited to: a reasonable and
11 rational fear that the area is still dangerous; a total loss in the fair market value of their homes; an
12 impairment of the salability of their property; soils that have become hydrophobic; exposure to an
13 array of toxic substances in the Palisades Bowl upon their return; and a lingering smell of smoke,
14 and/or constant soot, ash, and/or dust in the air.

15 848. As a further direct and legal result of the conduct of PALISADES BOWL OWNERS
16 AND MANAGER, the Palisades Bowl Plaintiffs have suffered, and will continue to suffer,
17 discomfort, anxiety, fear, worries, annoyance, and/or stress attendant to the interference with
18 Plaintiffs occupancy, possession, use and/or enjoyment of their property at the Palisades Bowl, as
19 alleged above. A reasonable, ordinary person would be annoyed or disturbed by the condition created
20 by PALISADES BOWL OWNERS and PALISADES BOWL MANAGER, and the resulting fire.

21 849. The unreasonable conduct of PALISADES BOWL OWNERS AND MANAGER is a
22 substantial factor in causing the Palisades Bowl Plaintiffs' harm described herein. Moreover, the
23 seriousness of Palisades Bowl Plaintiffs' harm outweighs the public benefit of PALISADES BOWL
24 OWNERS' AND MANAGER's conduct

25 **FIFTY-THIRD CAUSE OF ACTION**

26 **By Plaintiffs For Breach of Contract Against Defendants PALISADES BOWL OWNERS AND**
27 **MANAGER and DOES 1-20**

28 850. Plaintiffs bringing this cause of action are the tenants and residents of the Palisades

1 Bowl.

2 851. Plaintiffs hereby reallege and incorporate by reference each and every allegation
3 contained above as though fully set forth herein.

4 852. Some of the Palisades Bowl Plaintiffs rented a space in the Palisades Bowl under a
5 written rental agreement with the PALISADES BOWL OWNERS.

6 853. The Palisades Bowl Plaintiffs' tenancies are governed by the terms of those
7 agreements, which incorporate as a matter of law all the provisions of the Mobile Home Residency
8 Law ("MRL") and the Palisades Bowl's Rules and Regulations, including the MRL provisions
9 referenced herein.

10 854. Consequently, the PALISADES BOWL OWNERS and PALISADES BOWL
11 MANAGER must comply with all the provisions of the MRL and the Palisades Bowl's Rules and
12 Regulations and a failure to do so would be a breach of contract.

13 855. The key provisions in each Palisades Bowl Plaintiffs' rental agreement are that the
14 Palisades Bowl Plaintiffs agree to pay their rent, and in exchange the PALISADES BOWL OWNERS
15 agree to provide and maintain the Palisades Bowl's common areas, facilities and services and physical
16 improvements in good working order and condition, promises to properly apply and enforce the
17 Palisades Bowl Rules and Regulations and the MRL, including but not limited to Civil Code §
18 798.37.5 that requires PALISADES BOWL OWNERS AND MANAGER to maintain all trees and
19 plant life in common areas of the Palisades Bowl.

20 856. The Palisades Bowl Plaintiffs each materially performed their obligations under their
21 rental agreements by paying their monthly space rent, unless otherwise excused.

22 857. The PALISADES BOWL OWNERS breached the rental agreements with the
23 Palisades Bowl Plaintiffs by, among other things: (a) failing to provide and maintain the Palisades
24 Bowl's common areas, facilities and services and physical improvements in good working order and
25 condition in order to prevent the spread of fire throughout the Palisades Bowl; and (b) failing to cut,
26 remove and/or trim trees and other landscaping within a number of Palisades Bowl Plaintiffs' and
27 residents' spaces and the common areas that pose a specific hazard or health and safety violation such
28 that the Palisades Fire spread throughout the Palisades Bowl and destroyed the Palisades Bowl

1 Plaintiffs' homes.

2 858. As a proximate result of the PALISADES BOWL OWNER'S breaches, Plaintiffs
3 have been substantially harmed, and are entitled to recover their general, consequential and incidental
4 damages, according to proof at trial. The breaches were each a substantial factor in causing the harm.
5 The Palisades Bowl Plaintiffs are also entitled to recover their attorneys' fees and costs under Civil
6 Code §§ 798.85 to the extent that the breaches referenced herein also constitute violations of the
7 MRL, and penalties for an amount up to \$2,000 for each willful violation under Civil Code § 798.86.

8 **PRAYER FOR RELIEF**

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

10 1. Costs of repair and/or replacement of damaged, destroyed, and/or lost personal and/or
11 real property;

12 2. Loss of use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal
13 property, and/or alternate living expenses;

14 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related
15 business interruption losses;

16 4. Attorney's fees, expert fees, consultant fees, and litigation costs and expenses, as
17 allowed under California Code of Civil Procedure §§ 1021.9 and 1036;

18 5. General damages for fear, worry, annoyance, disturbance, inconvenience, mental
19 anguish, emotional distress, and loss of quiet enjoyment of property;

20 6. As to Plaintiffs who have suffered physical personal injuries, for economic damages
21 including past and future medical, professional, and incidental expenses, past and future loss of
22 earnings and loss of earning capacity, and past and future noneconomic damages.

23 7. As to Plaintiffs who have suffered wrongful death damages, general damages suffered
24 by Plaintiffs for loss of love, affection, care, society, service, comfort, support, right to support,
25 companionship, solace or moral support, expectations of future support and counseling, other benefits
26 and assistance of their decedent, as well as economic and pecuniary damages for the loss of financial
27 support and for burial/funeral expenses;

28 8. As to Plaintiffs who seek survival damages for deaths, all such damages allowable and

1 thirty

2 9. recoverable under Code Civ. Proc., § 377.34

3 10. All costs of suit;

4 11. Prejudgment interest; and

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

7 Dated: October 8, 2025

ROBERTSON & ASSOCIATES, LLP

8

9

By: _____
Alexander Robertson, IV

10

11 Dated: October 8, 2025

FOLEY BEZEK BEHLE & CURTIS, LLP

12

13

By: /s/ Roger N. Behle, Jr.
Roger N. Behle, Jr.
Robert A. Curtis

14

15

16 Dated: October 8, 2025

BOYLE LAW PC

17

18

By: /s/ Kevin R. Boyle
Kevin R. Boyle
Matthew J. Stumpf

19

20 Dated: October 8, 2025

MCNULTY LAW FIRM
WOOD LAW FIRM

21

22

By: /s/ Peter McNulty
Peter McNulty
E. Kirk Wood

23

24

Liaison Counsel for Individual Plaintiffs

25

26

27

28

JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury on claims for which a jury is available under the law.

Dated: October 8, 2025

ROBERTSON & ASSOCIATES, LLP

By: _____

Alexander Robertson, IV

Dated: October 8, 2025

FOLEY BEZEK BEHLE & CURTIS, LLP

By: /s / Roger N. Behle, Jr.

Roger N. Behle, Jr.
Robert A. Curtis

Dated: October 8, 2025

BOYLE LAW PC

By: /s / Kevin R. Boyle

Kevin R. Boyle
Matthew J. Stumpf

Dated: October 8, 2025

MCNULTY LAW FIRM
WOOD LAW FIRM

By: /s / Peter McNulty

Peter McNulty
E. Kirk Wood

Liaison Counsel for Individual Plaintiffs

1 **ELECTRONIC PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles; I am over the age of eighteen years and not a
4 party to the within entitled action; my business address is 32121 Lindero Canyon Road, Suite 200,
5 Westlake Village, CA 91361.

6 Today, I caused to be served the within document(s) described as **NOTICE OF**
7 **LODGING INDIVIDUAL PLAINTIFFS' MASTER COMPLAINT** on the interested parties in
8 this action pursuant to the most recent Omnibus Service List by submitting an electronic version
9 of the document(s) by file transfer protocol (FTP) to CASEANYWHERE through the upload
10 feature at www.caseanywhere.com.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on October 8, 2025, at Westlake Village, California.

14 

15 _____
16 Ann Russo
17
18
19
20
21
22
23
24
25
26
27
28