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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

11 ORION INDEMNITY COMPANY;
12 CALIFORNIA AUTOMOBILE INSURANCE
13 COMPANY; CALIFORNIA GENERAL
14 UNDERWRITERS INSURANCE COMPANY;
15 MERCURY CASUALTY COMPANY;
16 MERCURY INSURANCE COMPANY;
17 FORTEGRA SPECIALTY INSURANCE
18 COMPANY; SUMMIT SPECIALTY
19 INSURANCE COMPANY; BROTHERHOOD
20 MUTUAL INSURANCE COMPANY; ACE
21 AMERICAN INSURANCE COMPANY; ACE
22 FIRE UNDERWRITERS INSURANCE
23 COMPANY; ACE PROPERTY AND
24 CASUALTY INSURANCE COMPANY;
25 BANKERS STANDARD INSURANCE
26 COMPANY; CHUBB CUSTOM INSURANCE
27 COMPANY; CHUBB INDEMNITY
28 INSURANCE COMPANY; CHUBB
INSURANCE COMPANY OF CANADA;
CHUBB LLOYDS INSURANCE COMPANY
OF TEXAS; CHUBB NATIONAL
INSURANCE COMPANY; EXECUTIVE
RISK INDEMNITY, INC; FEDERAL
INSURANCE COMPANY; GREAT
NORTHERN INSURANCE COMPANY;
ILLINOIS UNION INSURANCE COMPANY;
INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA; PACIFIC EMPLOYERS
INSURANCE COMPANY; PACIFIC
INDEMNITY COMPANY; VIGILANT;
WESTCHESTER SURPLUS LINES
INSURANCE COMPANY; GOTHAM
INSURANCE COMPANY; NEW YORK
MARINE AND GENERAL INSURANCE
COMPANY; STARSTONE SPECIALTY
INSURANCE COMPANY; GCUBE

Case No. 25STCV37686

**SUBROGATION PLAINTIFFS'
COMPLAINT FOR DAMAGES**

1 INSURANCE SERVICES, INC.; HOUSTON
2 CASUALTY COMPANY (UK BRANCH OF
3 42374); HISCOX INSURANCE COMPANY
4 INC.; ATLANTIC SPECIALTY INSURANCE
5 COMPANY; ATLANTIC SPECIALTY
6 INSURANCE COMPANY-ATHOS;
7 HOMELAND INSURANCE OF NEW YORK;
8 UNITED CASUALTY INSURANCE
9 COMPANY OF AMERICA; AMERICAN
10 ECONOMY INSURANCE COMPANY;
11 AMERICAN FIRE AND CASUALTY
12 COMPANY; AMERICAN STATES
13 PREFERRED INSURANCE COMPANY;
14 FIRST NATIONAL INSURANCE COMPANY
15 OF AMERICA; GENERAL INSURANCE
16 COMPANY OF AMERICA; LIBERTY
17 INSURANCE CORPORATION; LIBERTY
18 MUTUAL FIRE INSURANCE COMPANY;
19 OHIO SECURITY INSURANCE COMPANY;
20 SAFECO INSURANCE COMPANY OF
21 AMERICA; SAFECO INSURANCE
22 COMPANY OF ILLINOIS; THE OHIO
23 CASUALTY INSURANCE COMPANY;
24 MAPFRE INSURANCE COMPANY; MITSUI
25 SUMITOMO INSURANCE COMPANY OF
26 AMERICA; PHARMACISTS MUTUAL
27 INSURANCE COMPANY; SAFEPORT
INSURANCE COMPANY; SURECHOICE
UNDERWRITERS RECIPROCAL
EXCHANGE; SWISS RE CORPORATE
SOLUTIONS AMERICA INSURANCE
CORPORATION - CANADIAN BRANCH;
SWISS RE CORPORATE SOLUTIONS ELITE
INSURANCE CORPORATION; AMERICAN
GUARANTEE AND LIABILITY
INSURANCE COMPANY; AMERICAN
ZURICH INSURANCE COMPANY;
FIDELITY AND DEPOSIT COMPANY OF
MARYLAND; STEADFAST INSURANCE
COMPANY; ZURICH AMERICAN
INSURANCE COMPANY,

22 Plaintiffs,
23 vs.

24 CITY OF LOS ANGELES ACTING BY AND
25 THROUGH THE LOS ANGELES
26 DEPARTMENT OF WATER AND POWER, a
27 government entity; STATE OF CALIFORNIA,
acting by and through the State of California
Department of Parks and Recreation, a
government entity; and DOES 1 through 50,
inclusive,

28 Defendants.

1 Subrogation Plaintiffs ORION INDEMNITY COMPANY; CALIFORNIA
2 AUTOMOBILE INSURANCE COMPANY; CALIFORNIA GENERAL UNDERWRITERS
3 INSURANCE COMPANY; MERCURY CASUALTY COMPANY; MERCURY INSURANCE
4 COMPANY; FORTEGRA SPECIALTY INSURANCE COMPANY; SUMMIT SPECIALTY
5 INSURANCE COMPANY; BROTHERHOOD MUTUAL INSURANCE COMPANY; ACE
6 AMERICAN INSURANCE COMPANY; ACE FIRE UNDERWRITERS INSURANCE
7 COMPANY; ACE PROPERTY AND CASUALTY INSURANCE COMPANY; BANKERS
8 STANDARD INSURANCE COMPANY; CHUBB CUSTOM INSURANCE COMPANY;
9 CHUBB INDEMNITY INSURANCE COMPANY; CHUBB INSURANCE COMPANY OF
10 CANADA; CHUBB LLOYDS INSURANCE COMPANY OF TEXAS; CHUBB NATIONAL
11 INSURANCE COMPANY; EXECUTIVE RISK INDEMNITY, INC; FEDERAL INSURANCE
12 COMPANY; GREAT NORTHERN INSURANCE COMPANY; ILLINOIS UNION
13 INSURANCE COMPANY; INDEMNITY INSURANCE COMPANY OF NORTH AMERICA;
14 PACIFIC EMPLOYERS INSURANCE COMPANY; PACIFIC INDEMNITY COMPANY;
15 VIGILANT; WESTCHESTER SURPLUS LINES INSURANCE COMPANY; GOTHAM
16 INSURANCE COMPANY; NEW YORK MARINE AND GENERAL INSURANCE
17 COMPANY; STARSTONE SPECIALTY INSURANCE COMPANY; GCUBE INSURANCE
18 SERVICES, INC.; HOUSTON CASUALTY COMPANY (UK BRANCH OF 42374); HISCOX
19 INSURANCE COMPANY INC.; ATLANTIC SPECIALTY INSURANCE COMPANY;
20 ATLANTIC SPECIALTY INSURANCE COMPANY-ATHOS; HOMELAND INSURANCE OF
21 NEW YORK; UNITED CASUALTY INSURANCE COMPANY OF AMERICA; AMERICAN
22 ECONOMY INSURANCE COMPANY; AMERICAN FIRE AND CASUALTY COMPANY;
23 AMERICAN STATES PREFERRED INSURANCE COMPANY; FIRST NATIONAL
24 INSURANCE COMPANY OF AMERICA; GENERAL INSURANCE COMPANY OF
25 AMERICA; LIBERTY INSURANCE CORPORATION; LIBERTY MUTUAL FIRE
26 INSURANCE COMPANY; OHIO SECURITY INSURANCE COMPANY; SAFECO
27 INSURANCE COMPANY OF AMERICA; SAFECO INSURANCE COMPANY OF ILLINOIS;
28 THE OHIO CASUALTY INSURANCE COMPANY; MAPFRE INSURANCE COMPANY;

1 MITSUI SUMITOMO INSURANCE COMPANY OF AMERICA; PHARMACISTS MUTUAL
2 INSURANCE COMPANY; SAFEPORT INSURANCE COMPANY; SURECHOICE
3 UNDERWRITERS RECIPROCAL EXCHANGE; SWISS RE CORPORATE SOLUTIONS
4 AMERICA INSURANCE CORPORATION - CANADIAN BRANCH; SWISS RE
5 CORPORATE SOLUTIONS ELITE INSURANCE CORPORATION; AMERICAN
6 GUARANTEE AND LIABILITY INSURANCE COMPANY; AMERICAN ZURICH
7 INSURANCE COMPANY; FIDELITY AND DEPOSIT COMPANY OF MARYLAND;
8 STEADFAST INSURANCE COMPANY; ZURICH AMERICAN INSURANCE COMPANY
9 (collectively “Subrogation Plaintiffs”) bring this action for damages against Defendants Los
10 Angeles Department of Water and Power (“LADWP”), and the State of California, acting by and
11 through the State of California Department of Parks and Recreation (collectively “the State”), and
12 Does 1 through 50, both individually and collectively (“Defendants”) as follows:

13 **INTRODUCTION**

14 1. This case arises from the deadly Palisades Fire, which reportedly began January 7,
15 2025, at approximately 10:30 a.m. on the Temescal Canyon Trail near Skull Rock on land owned
16 and controlled by the State of California, in Pacific Palisades. (the “Palisades Fire”). The Palisades
17 Fire has become the worst urban conflagration in the history of Los Angeles, having destroyed 6,837
18 homes and businesses, damaged another 973 structures, killed at least thirteen (13) people, and
19 caused injuries to civilians and firefighters. According to a recent study, 5,058 single family homes,
20 135 multi- family residences, 361 mobile homes, 101 commercial buildings, 51 school structures
21 and 6 church structures were destroyed in the Palisades Fire.¹

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

25 3. All as described in more detail below, the Palisades Fire started on land owned by
26 the State which harbored a dangerous condition.

27
28 ¹ “Impact of 2025 Los Angeles Wildfires and Comparative Study”, Institute for Applied Economics,
February, 2025.

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

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

JURISDICTION AND VENUE

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

17 7. Venue is proper in this County pursuant to California *Code of Civil Procedure* §
18 395.5 because, at all times relevant herein, Defendants' primary places of business is located in the
19 County of Los Angeles and the conduct which caused or combined to cause the injuries and losses
20 alleged herein occurred in the County of Los Angeles.

THE PLAINTIFFS

22 8. Subrogation Plaintiffs are insurers and JPAs authorized to engage in the business of
23 insurance in the State of California. As a component of that business, Subrogation Plaintiffs issued
24 insurance policies and memorandums of coverage providing insurance coverage against losses due
25 to damage caused by fire, water and other perils.

26 9. Subrogation Plaintiffs issued insurance policies to their Insureds providing coverage
27 for damages to their respective real property, business, contents, business personal property, and
28 other damages as defined in their respective policies.

1 10. Subrogation Plaintiffs' Insureds owned property that suffered damage from the
2 Palisades Fire. As a result of the Palisades Fire, Subrogation Plaintiffs have paid and/or will pay
3 money to their respective Insureds under their policies of insurance for losses caused by the
4 Palisades Fire. Such payments include, but are not limited to, repair of real and personal property,
5 replacement of real and personal property, additional living expenses, loss of use and business
6 interruption. These payments were made pursuant to various homeowners, automobile,
7 business/commercial, boat and property insurance policies and applicable memorandums of
8 coverage.

9 11. This action seeks recovery of amounts paid, and to be paid, by Subrogation Plaintiffs
10 to their Insureds. Subrogation Plaintiffs who are obligated to make payment or have made payments
11 to their Insureds are equitably subrogated to the rights of their Insureds, “stand in their shoes,” and
12 are entitled to bring this claim for payments made or to be made. Subrogation Plaintiffs’ payments
13 were not voluntary, and Subrogation Plaintiffs investigated, adjusted and paid, and may in the future
14 pay, said damage and loss, consistent with their policies of insurance and obligations under the law.
15 Subrogation Plaintiffs’ damages are in a liquidated sum; the amount paid to their Insureds.
16 Subrogation Plaintiffs’ Insureds have an existing, assignable cause of action against Defendants,
17 which the Insureds could have asserted for their own benefit had they not been compensated for
18 their losses by Subrogation Plaintiffs.

THE DEFENDANTS: GOVERNMENTAL ENTITIES

20 12. CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, commonly
21 known as CA STATE PARKS, is a department under the California Natural Resources Agency, a
22 state cabinet-level agency of the State, created pursuant to California Government Code §§ 12800
23 and 12805, *et seq.* CA STATE PARKS operates the largest park system in the United States.

24 13. At all times mentioned herein, LADWP is a public utility authorized to do business,
25 and doing business in the State of California, with its principal place of business in the County of
26 Los Angeles, State of California.

27 14. LADWP is the largest municipal utility in the United States. LADWP is in the
28 business of providing electricity and water service to more than four million residents and businesses

1 in the City of Los Angeles, and more particularly, to Subrogation Plaintiffs' insureds' residences,
2 businesses, and properties. LADWP employs 11,000 employees and has an annual budget of \$6.1
3 billion.

4 15. At all times mentioned herein, LADWP was the supplier of water and electricity to
5 members of the public in Pacific Palisades, and elsewhere in City of Los Angeles, as well as
6 maintaining water infrastructure. As part of supplying water and power to members of the public,
7 LADWP installed, constructed, built, maintained, and operated a water and electrical supply system,
8 for the purpose of making water and power available for delivery to members of the general public,
9 including Plaintiffs.

10 16. LADWP is a "public utility" as defined in Section 216(a)(1) of the California Public
11 Utilities Code.

12 17. CITY OF LOS ANGELES ("CITY") is a charter city and municipal corporation
13 organized under the law of the State of California. The CITY is a legal entity with the capacity to
14 sue and be sued.

15 18. The true names of DOES 1 through 50, whether individual, corporate, associate, or
16 otherwise, are unknown to Subrogation Plaintiffs who, under California Code of Civil Procedure §
17 474, sues these Defendants under fictitious names. DOES 1 through 50 pertain to the causes of
18 action brought against the governmental entities.

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

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

1 Plaintiffs make all allegations contained in this Complaint against all Defendants, including DOES
2 1 through 50.

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

FACTUAL ALLEGATIONS

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

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

23. On January 19, 2018, the CPUC adopted a Fire-Threat Map, which “depicts areas of California where there is an elevated hazard for ignition and rapid spread of power line fires due to strong winds, abundant dry vegetation, and other environmental conditions.”² The area where the Palisades Fire burned is designated as a “High Fire Threat District – Tier 3”, which means there is an extreme risk (including likelihood and potential impacts on people and property) from utility related wildfires.

24. The Defendants were put on notice by the publication of this Fire-Threat Map in

² See, PUC Fire Map Depicts Areas of Elevated Hazards In State: First Step in Creation of Tools to Help Manage Resources, Cal Pub. Utils. Comm'n (May 26, 2016), available at http://frap.fire.ca.gov/data/frapgismaps/pdfs/fthreat_map.pdf

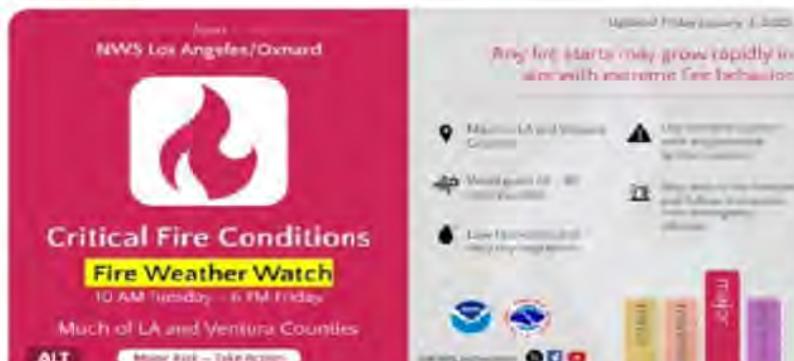
1 2018 and therefore knew well in advance of the Palisades Fire of the elevated fire risk in the Pacific
2 Palisades area for ignition and rapid spread of fires “due to strong winds, abundant dry vegetation,
3 and/or other environmental conditions.”

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



8
9 A Fire Weather Watch is in effect Tuesday-Friday for portions of
10 LA/Ventura Counties. There is the potential for damaging north to
11 northeast winds, that are likely to peak Tuesday-Wednesday.

12 With no significant rainfall yet, fire season will continue into the New
13 Year! #Cawa



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

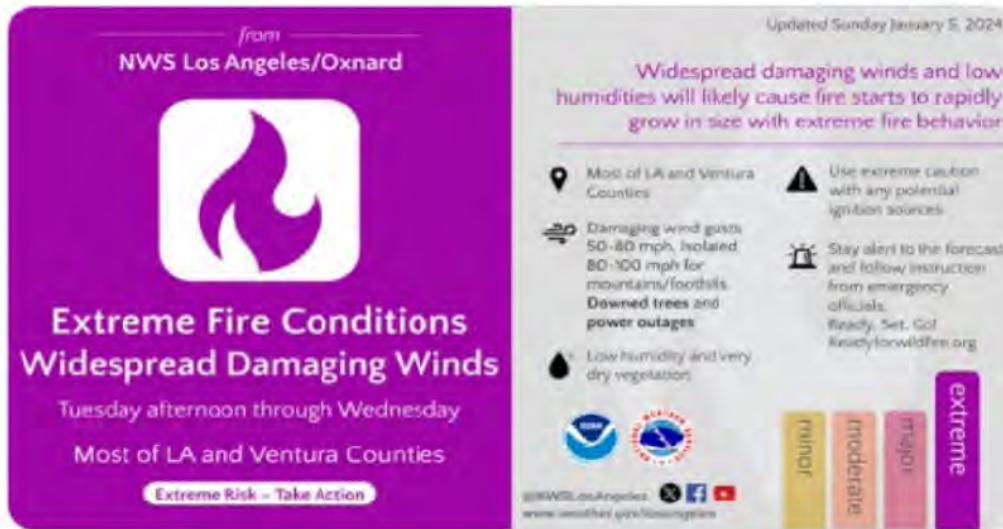
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1
2  **NWS Los Angeles** 
3 @NWSLosAngeles
4

5 

6 Widespread damaging winds and extreme fire weather conditions are
7 expected Tuesday afternoon through at least Wednesday.

8 Scattered downed trees and power outages are likely, in addition to
9 rapid fire growth and extreme behavior with any fire starts. **#CAwx**



5:02 PM · Jan 5, 2025 · 64.6K Views

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

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28. 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."

NWS Los Angeles
@NWSLosAngeles

...

HEADS UP!!! A LIFE-THREATENING, DESTRUCTIVE, Widespread Windstorm is expected Tue afternoon-Weds morning across much of Ventura/LA Co. Areas not typically windy will be impacted. See graphic for areas of greatest concern. Stay indoors, away from windows, expect poweroutages. #LA



11:00 AM · Jan 6, 2025 · 876.2K Views

1 29. 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
3 other words, this is about as bad as it gets in terms of fire weather. Widespread damaging winds and
4 low humidities will likely cause fire starts to rapidly grow in size with extreme fire behavior.”



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



14
15 **B. Defendants Had Knowledge Of the History Of Destructive Wildfires In Topanga State
16 Park**

17 31. According to the State, “At least 25 fires are known to have burned through all or
18 part of Topanga State Park since the mid-1920s. Due to topography in the Santa Monica Mountains,
19 fires can spread rapidly and extensively when Santa Ana winds are present. Santa Ana winds in
20 excess of 90 M.P.H. combined with the steep terrain and north/south alignment of canyons promotes
21 rapid fire movement.”³

22 32. On May 14, 2021, another wildfire named the “Palisades Fire” ignited in Topanga
23 State Park above The Summit neighborhood just northwest of the suspected Area of Origin of the
24 January 7, 2025 fire. The 2021 fire began at 10:02 p.m. and spread rapidly from an initial 15 acres
25 to 750 acres by 6:30 a.m. on May 15, 2021.⁴

26
27 ³ Topanga State Park Final General Plan, October 2012
28 <https://www.parks.ca.gov/pages/21299/files/01finalgp-exec-ch1.pdf>

29 ⁴ <https://www.cbsnews.com/losangeles/news/firefighters-battle-pacific-palisades-brush-fire/>

1 Palisades Fire
2 1,022 acres



11 33. Subrogation Plaintiffs are informed and believe that on November 13, 2024, another
12 brush fire ignited immediately adjacent to the Santa Ynez Reservoir, which was empty at the time
13 in connection with the repair of the floating cover. Firefighters successfully extinguished that fire.
14 Afterward, a LAFD Public Information Officer stated, "Fortunately, this is not a wind event...we
15 do have a challenge with water in the area because there aren't any hydrants so we are sending what
16 we call water tenders, which are trucks that carry a lot of water to be able to act as a source."⁵
17



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

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



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

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

burning under Red Flag Warning conditions to ignite the habitable structure.”⁶

C. The January 1, 2025 Lachman Fire

36. 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."



37. 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.”⁷

⁶ <https://www.parks.ca.gov/pages/21299/files/DOM%200300%20Natural%20Resources.pdf>

https://www.parks.ca.gov/pages/2117/controlled_burns_in_parks

1
2  **LAFD** 🔥 🔑
3 @LAFD

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

7  google.com
8 34°04'33.3"N 118°32'49.1"W
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10 4:48 AM · Jan 1, 2025 · 5,208 Views

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14 **WELCOME TO THE**
15 **LOS ANGELES FIRE DEPARTMENT**
16 
17 **CONTAINED BRUSH FIRE 01/01/2025 INC#0042**

18 CONTAINED Brush Fire; INC#0042, 0446AM, 1699 Via Las Palmas; <https://bit.ly/4gBBvEy>; Pacific Palisades.
19 Firefighters completed the hose line around the perimeter of the fire and it is fully contained. Some resources
20 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, A01 A02 B01 B017 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 E11 EA2 EM9 H0C H0D H2 H3 H4
HA2 HA3 HA4 RA23 RA37 RA69 T63 T69 T90 WT77 WT88, CH7, 12 13, Margaret Stewart

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

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17
SUBROGATION PLAINTIFFS' COMPLAINT



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

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

23 41. A California Public Records Act request to the State seeking records of the Lachman
24 fire yielded the production of just one heavily redacted document, a State Parks Incident Log
25 indicating that the State was notified by telephone of the Lachman Fire, Incident #42 on January 1,
26 2025 at 00:27:14. As a result, Subrogation Plaintiffs are informed and believe, and on that basis
27 allege, that the State was, or should have been aware, of the Lachman Fire on January 1, 2025.

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



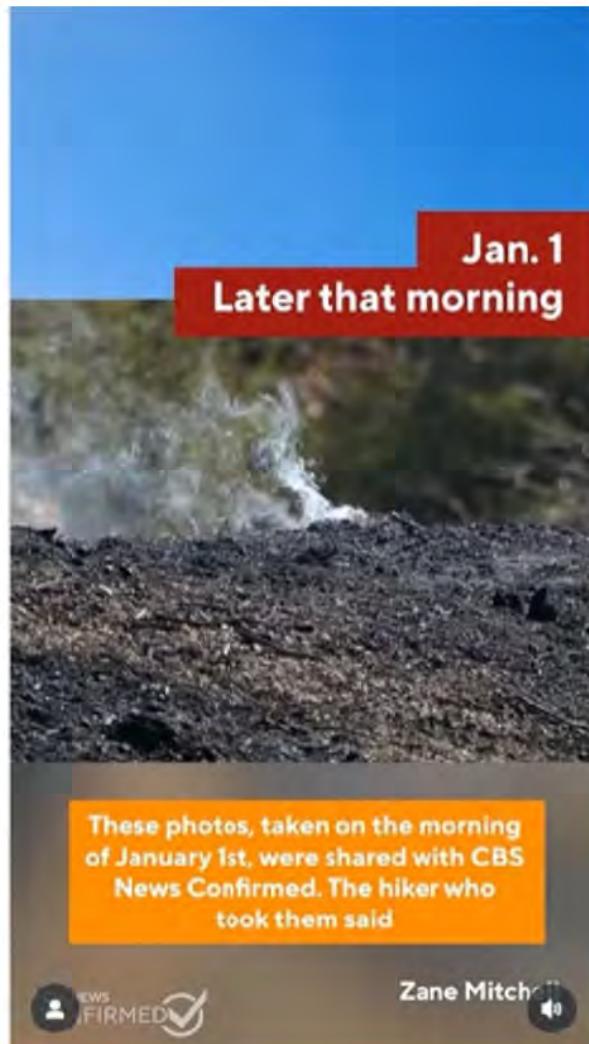


14 43. Based upon video and photographic evidence, in the days following January 1, 2025,
15 the burn scar area was still smoldering.

16 44. According to a CBS News report, a hiker named Zane Mitchell took the photo below
17 on the Temescal Ridge Trail early on the morning on January 1, 2025, which depicts smoldering
18 underground within the burn scar of the Lachman Fire.⁸

28 8 <https://www.instagram.com/cbsnewsconfirmed/reel/DFLeAPiR6Jx/>

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45. 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.



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

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

47. 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.



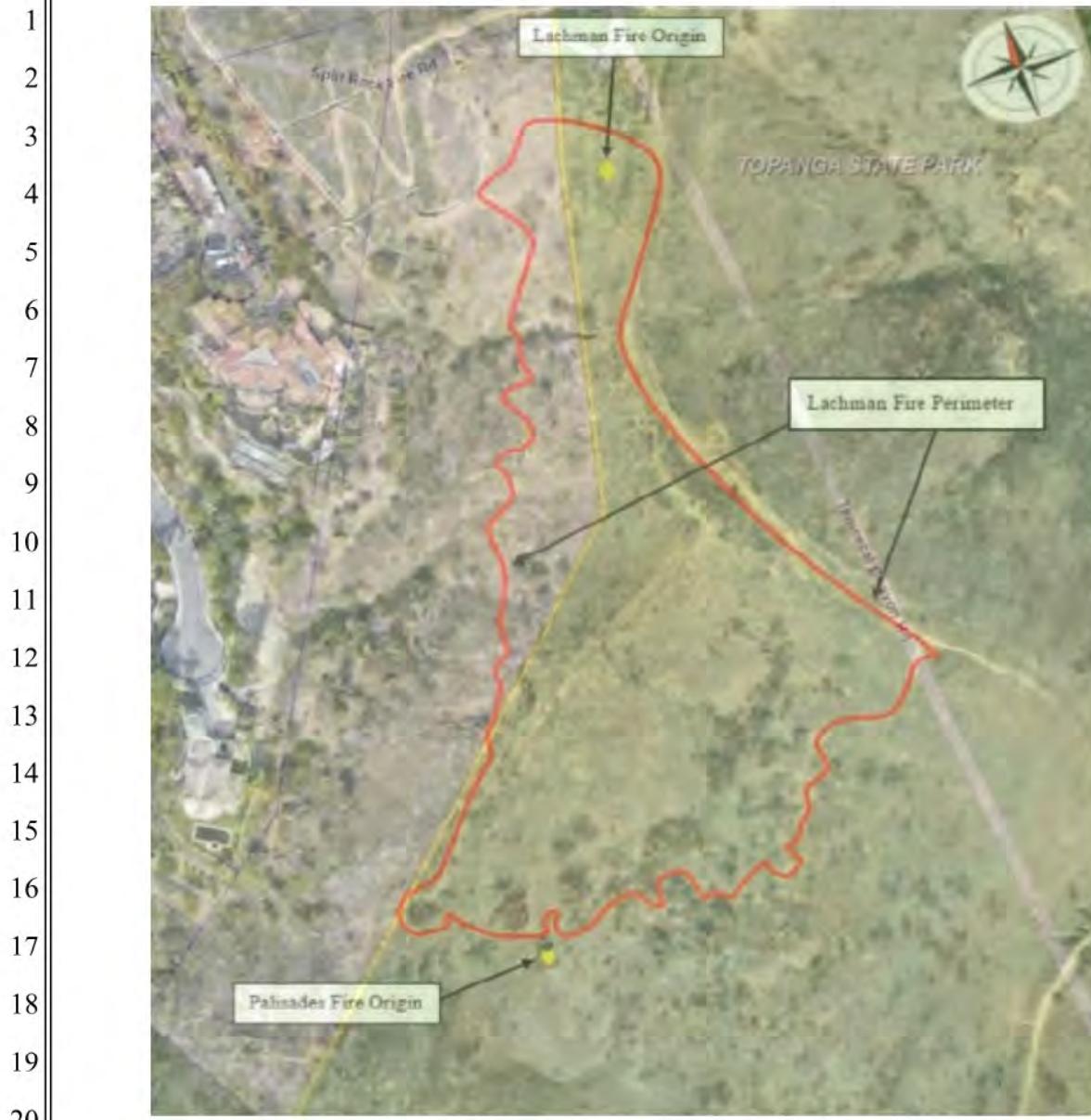
1 48. Subrogation Plaintiffs are informed and believe, and on that basis allege, that the
2 Palisades Fire was ignited as a direct and proximate result of a rekindling of the smoldering embers
3 left over from the Lachman Fire, which embers and rekindling occurred on property owned and
4 operated by the State.

5 49. On October 8, 2025, the U.S. Attorney's Office, Central District of California,
6 announced the arrest of an individual on a federal criminal complaint charging him with starting the
7 Lachman Fire on January 1, 2025. According to that federal criminal complaint, the Palisades Fire
8 was caused by a firebrand from the Lachman Fire, which continued to smolder. The anticipated
9 winds on January 7, 2025 created conditions which reignited overgrown brush and spread, becoming
10 the Palisades Fire.⁹

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



28 9 United States of America v. Jonathan Rinderknecht, USCD Case No. 2:25-mj-06103-DUTY



51. Regarding the cause of the Palisades Fire, many experts had already opined that the
21 Palisades Fire was ignited from a rekindling of the embers left after the Lachman Fire. For example,
22 Tom Pierce, a certified fire investigator from Montana, reviewed video footage of the January 1.
23 2025, and January 7, 2025, fires and stated, "I would say this is a rekindle from the original fire on
24 Jan. 1." Ed Norskog, author of *Arson Investigation in the Wildlands*, supported the rekindle theory:
25 "[A rekindle] is entirely possible. The winds were extraordinary. . . . It could rekindle a fire even
26 seven days later. Any wildland fire investigator will tell you it happens all the time." As a result,
27 Subrogation Plaintiffs are informed and believe, and based thereon allege, that the Palisades Fire
28

1 was the direct and proximate result of a rekindling which occurred on the burn scar left from the
2 Lachman Fire.

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

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

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

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

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

16 57. 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
18 concluded that the deadly 2023 Maui fire likely reignited from winds carrying an ember into a dry
19 gully. Other rekindling fires include the devastating Oakland fire of 1991 which destroyed 3,000
20 homes, and which started when a 7-acre fire from the previous day was rekindled by strong winds.
21 The 2021 Marshall Fire in Colorado, which burned 1,000 homes, resulted from a rekindled burn
22 from buried embers coupled with a fire started by a power line spark, both spread by high winds.

23 58. 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 59. Subrogation Plaintiffs are informed and believe that at approximately 10:29 a.m. on
28 January 7, 2025, a 911 call from 1190 N. Piedra Morada Drive in Pacific Palisades reported a

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

3 Jan 7, 2025 at 10:50 AM
4



14 [LACFD Helibase 69 Bravo E - ALERTCalifornia | UC San Diego](#)
15

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

19
20 60. At approximately 10:42 a.m. LAFD Division 1 Operations Chief radioed, "We're
21 going back up to where the Lachman Fire was."

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

25 62. Minutes later, LAFD Engine 69 radioed, "The foot of the fire started real close to
26 where the last fire was on New Year's Eve."

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

28 64. Because helicopters had to waste precious time and were limited in the volume of

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

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



8 **LA City Emergency Alerts** 0 ...
9 @NotifyLA

10 LAFD: Evacuate now from the area of Palisades Area. Those not in the
11 evacuation area should shelter in place. Evacuation order for Palisades
12 Fire. Maps and information can be found at lafd.org/alerts
13 manager.everbridge.net/pub/1891642646...

14 12:07 PM · Jan 7, 2025 · 153.1K Views

15 66. The second evacuation order for the Pacific Palisades east of Temescal came at 1:38
16 p.m.

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

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

22

23

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12
13 69. On information and belief, by 2:30 p.m., the fire had spread to 770 acres and was
14 heading down Palisades Drive towards Pacific Coast Highway. Again, the fire was able to grow to
15 this size and at this speed because helicopters had to waste precious time and were limited in the
16 volume of water they could drop on the fire in its early stages, *see infra* section _H, and because the
17 deliberate design and maintenance of the water-supply system further limited the amount of water
18 that could be dropped on the fire in its early stages, *see infra* section _H.

19 70. At approximately 3:37 p.m., LAFD and government officials held a press conference
20 at Will Rogers State Beach. LAFD Chief Kristin Crowley said that the Palisades Fire had spread to
21 1,261 acres and was being fueled by strong winds and surrounding topography. Chief Crowley
22 reported that there were 250 LAFD firefighters on scene (out of a total of 3,246 uniformed fire
23 personnel in the LAFD), 46 engines, three trucks, five helicopters, four brush patrols, two water
24 tenders and two bulldozers. Thus, at this time and earlier, firefighters were ready to contain and
25 limit the fire's spread if they had enough water to do so.

26 71. Subrogation Plaintiffs are informed and believe, based upon an extensive review of
27 scanner radio traffic, that the following transmissions occurred on January 7th during the Palisades
28 Fire:

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

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

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

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

10 76. At approximately 6:12 p.m., the chief officer assigned to the Zulu Division of the
11 fire radioed to the Operations Chief, "If you can get a hold of any sort of public works or DWP, our
12 folks are starting to report that they're running out of water in the hydrant system."

13 77. At approximately 6:12 p.m., Battalion 10 radioed from 15515 Sunset Boulevard,
14 "We have problems with our firefighting lines – not enough pressure. We need to redirect pressure
15 to the firefighting handlines."

16 78. At approximately 6:18 p.m., the chief in charge of Division Zulu radioed the
17 Operations Chief:

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

21 Ops: "Yeah we do have water tender 77 in staging: where would you like them? Zulu: "Yeah,
22 I'll take water tender 77 up Lachman and Piedra Morada where structure defense group 2 is.
23 But we're going to need a lot more water tenders than that."

24 Ops: "Yeah, copy. We do have an order in."

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

28 80. On information and belief, by 7:15 p.m. all fixed wing tankers and water-dropping

1 helicopters were grounded due to high winds.¹⁰ By 7:30 p.m. the fire had expanded to nearly 3,000
2 acres, as the windstorm intensified.



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

19 82. At approximately 7:23 p.m., the Alpha Division radioed Operations, "Alpha needs
20 water tenders to help augment the water supply...acknowledges water tender 88 ... broken
21 transmission."

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

25 84. At approximately 7:43 Battalion 10 radioed Operations from Sunset Blvd and Via de
26 la Paz, "Copy. We're going to need pumping apparatus. If we can predict some pumping apparatus –
27

28 ¹⁰ <https://www.dailynews.com/2025/01/22/lafd-helicopter-pilots-describe-water-drops-challenges-of-battling-palisades-fire-in-high-winds/>

1 we have no water on these streets and we have multiple structures taking off.”

2 85. At approximately 7:45 p.m., Operations radioed Branch 5, “Yeah, Branch 5. We
3 need to get a resource to escort DWP into a pumping station so they can start getting water to our
4 resources. Do you have a resource you can break lose for that mission? The company can meet at
5 PCH and Sunset. DWP is in a sedan and a pickup truck, but that’s the meeting location.”

6 86. At approximately 7:50 p.m., Zulu Division radioed Operations, “We have no water.
7 It is – we’re doing the best we can up there. We’re making sure people are out of the way. And until
8 we get water tenders or the water restored, we’re doing the best we can just evacuating people out.”

9 87. At approximately 8:16 p.m., Engine 64 radioed Engine 38 from Enchanted Way and
10 Scenic Place, “The hydrants we have here are dry as well.”

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

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

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

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

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

26 92. At approximately 1:42 a.m. on January 8th, Engine 443 radioed, “443 we’re almost
27 out of water we’re shutting down for a second.”

28 93. At approximately 2:44 a.m. on January 8th, Division Zulu radioed Operations,

1 "We've lost most of the hydrant pressure in Zulu. At the top all the way down to Lachman. I'll need
2 to refill my engines. Even if we're only going to do fire-front following, they need some water to
3 push the fire path best they can."

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

7 95. At approximately 3:07 p.m., private water tenders depart the staging area for the
8 Upper Palisades.

9 96. At approximately 3:31 a.m. on January 8th, Engine 295 radioed Battalion 17 from
10 1624 San Onofre Drive, "Just be aware, the hydrant we're at is dry."

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

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

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

21 99. Subrogation Plaintiffs are informed and believe that the January 7, 2025 Palisades
22 Fire occurred under historically typical, predictable, and manageable weather conditions, contrary
23 to LADWP's false public statements that "This was an unprecedented hurricane wind-driven
24 wildfire in an urban area."¹¹

25 100. On information and belief, analysis from 48 weather stations shows wind speeds
26 were well below hurricane thresholds during the critical period of potential containment from 10:30
27

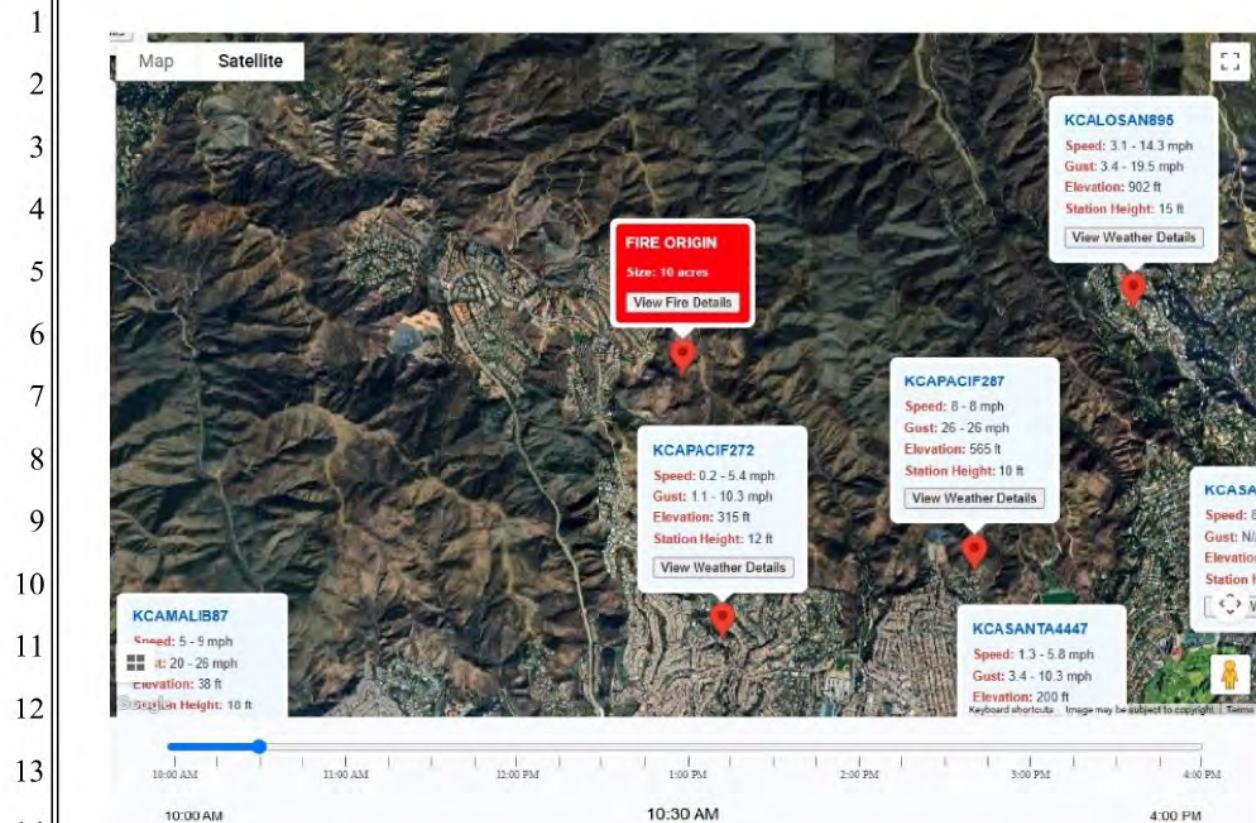
28 ¹¹ <https://www.ladwpnews.com/pacific-palisades-fire-correcting-misinformation-about-ladwps-water-system/>

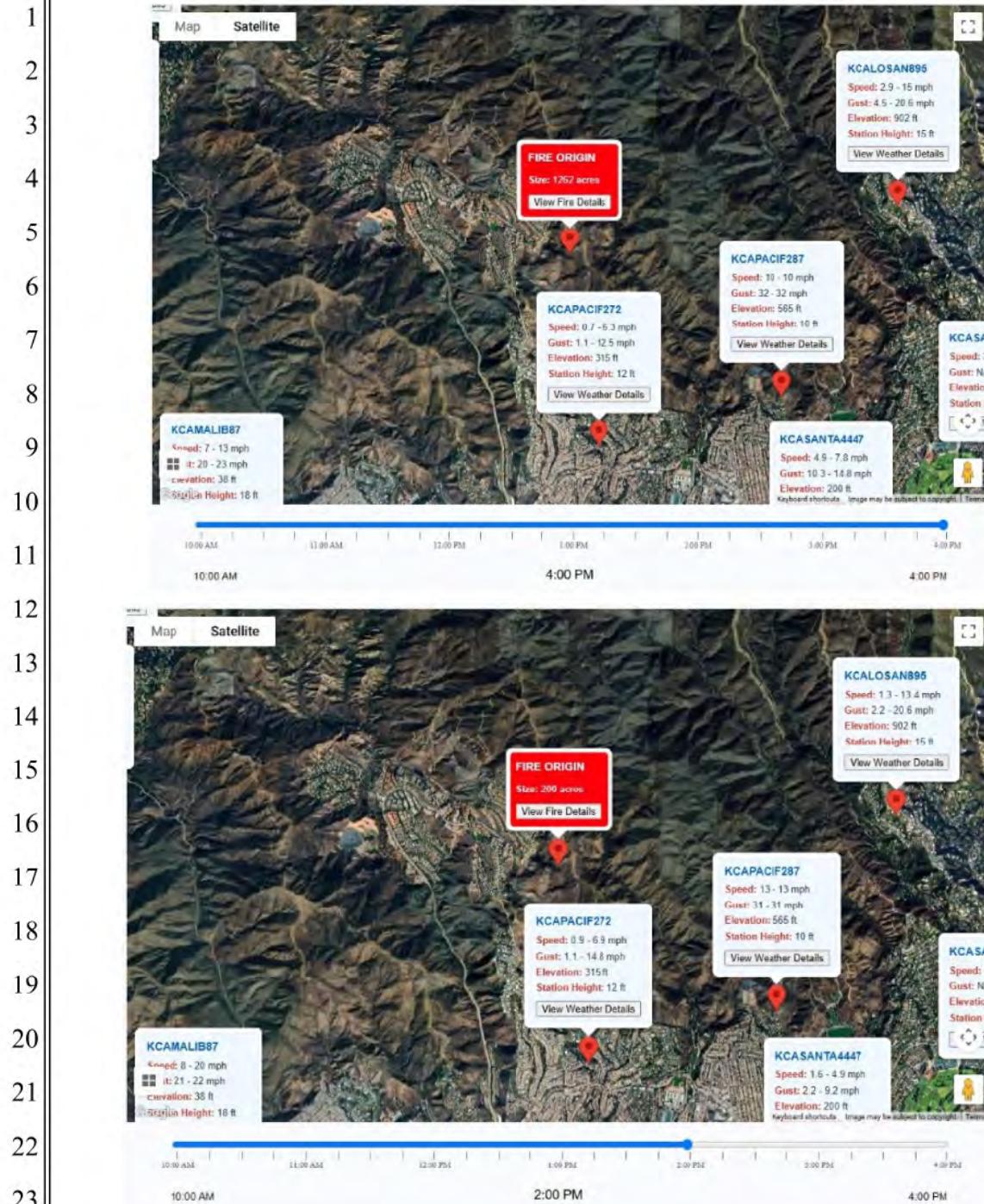
1 a.m. to 4:00 p.m. (6 hours) on January 7th, when CAL FIRE reported the fire expanding from 10
2 acres to 200 acres. Data from 34 weather stations located within 10 miles of the fire's origin show
3 that, during the 6-hour potential containment period, the average maximum sustained wind speed
4 was just 16.77 mph, with average maximum gusts of 24.82 mph.¹²

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

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

28 ¹² <https://firerebuild.com/palisades-fire-weather-report-and-analysis/>
13 <https://firerebuild.com/palisades-fire-weather-report-and-analysis/>





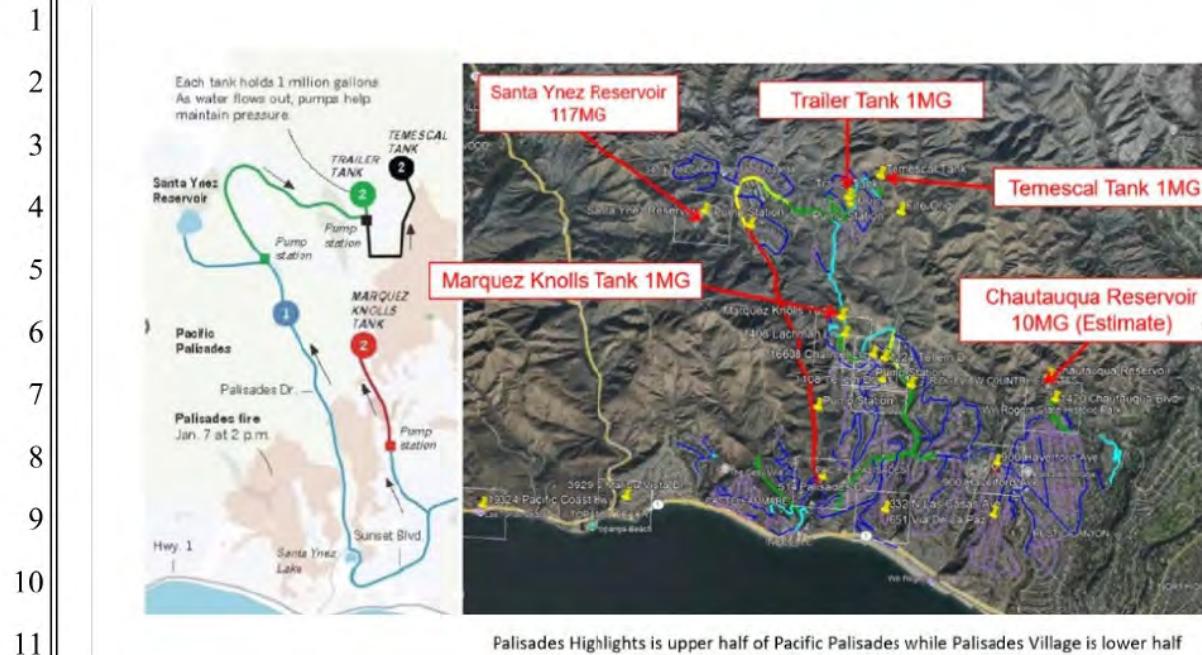
25 **F. LADWP'S Water Supply System is a Public Improvement that Collapsed Due To A
26 Lack Of Water Pressure**

27 103. LADWP's water supply to Pacific Palisades is fed by a single outdated 36-inch trunk
28 line along Sunset Boulevard – the Westgate Trunk Line – that flows by gravity from the Stone

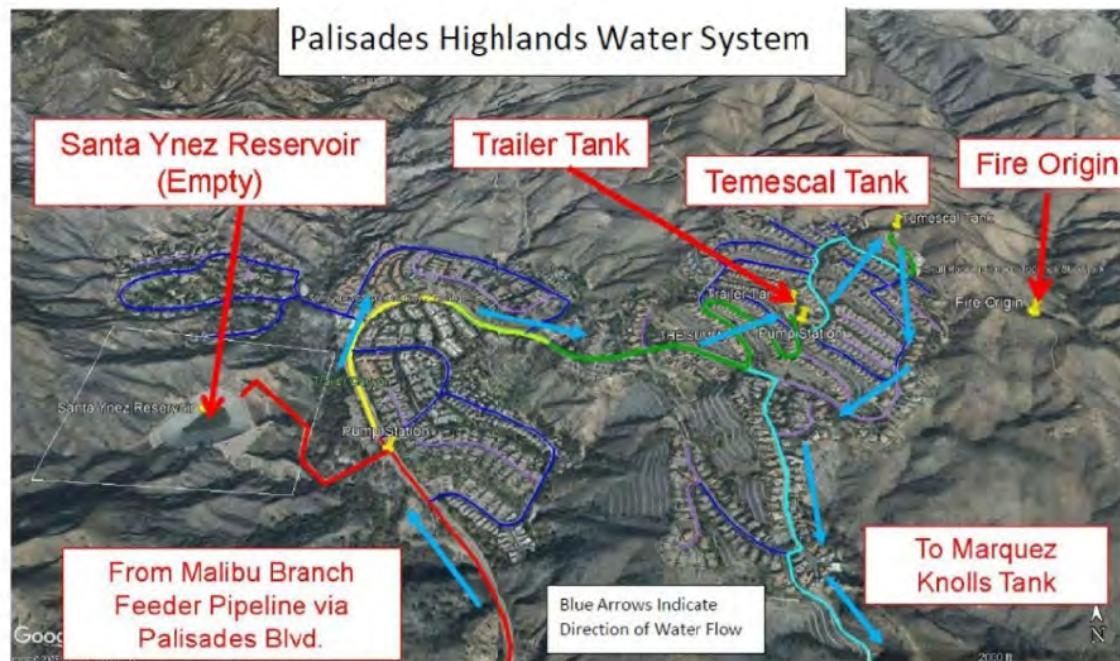
1 Canyon Reservoir located in Bel-Air up to the Santa Ynez Reservoir and the Palisades Reservoir on
2 Chautauqua Boulevard [1]. From the Santa Ynez Pump Station, water is lifted uphill into two (2)
3 storage tanks, each with a capacity of 1 million gallons ("MG"). The tanks maintain downhill water
4 pressure to homes in Palisades Highlands – and fire hydrants – by gravity flow. The capacities of
5 the fire hydrants are dependent on consistently high static pressure from respective storage tank (so-
6 called, "pressure zones").¹⁴



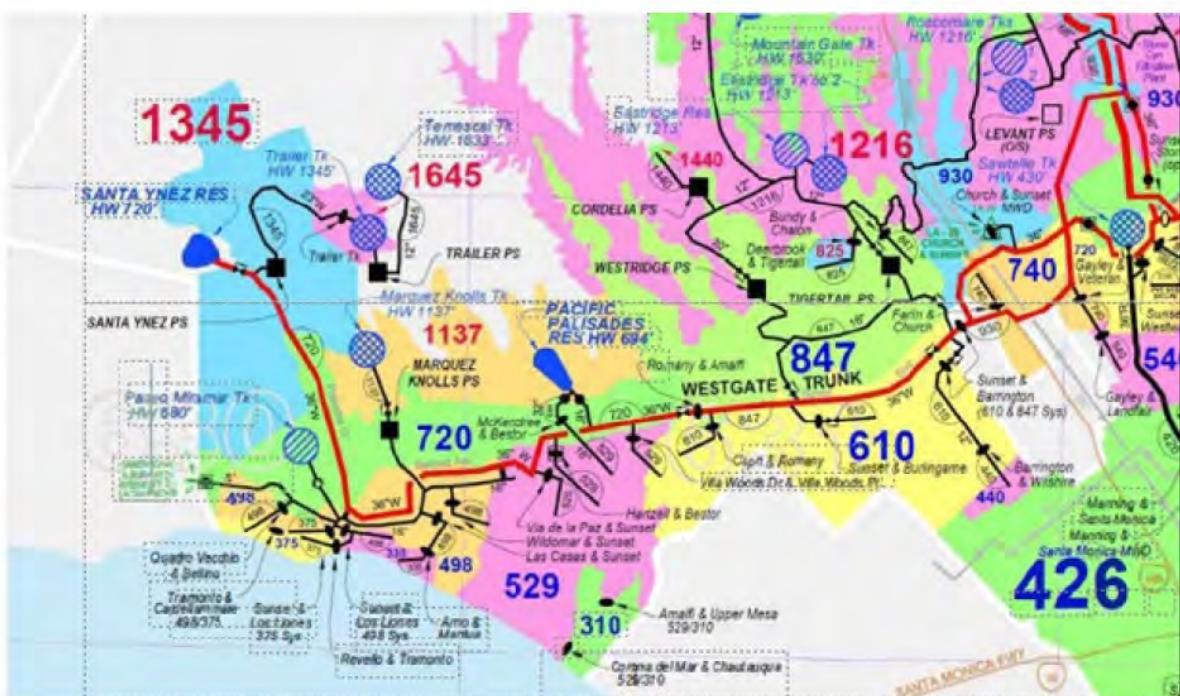
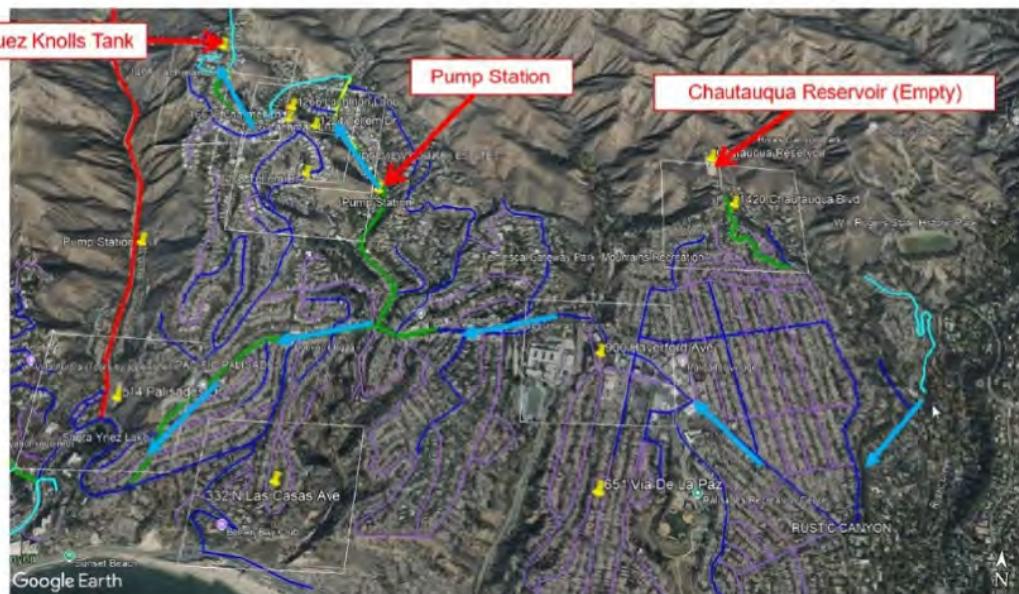
28 ¹⁴ <https://www.latimes.com/california/story/2025-01-16/inside-the-dwps-losing-battle-to-keep-water-flowing-as-the-palisades-fire-exploded>



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



Palisades Village Water System

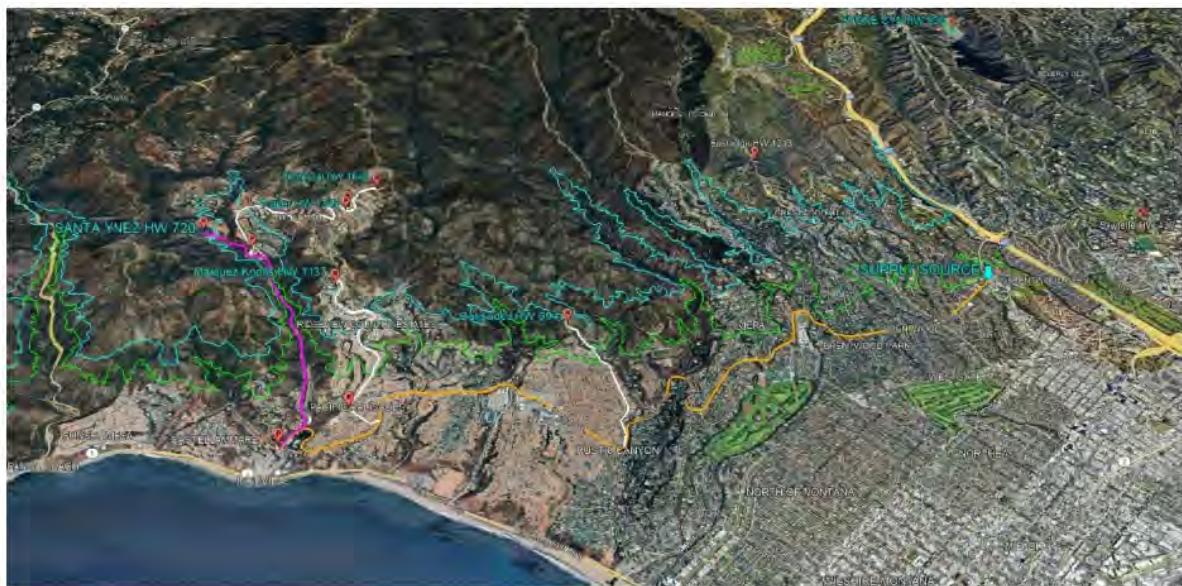


25 104. The water supply system in Pacific Palisades was a public improvement deliberately
26 designed, constructed, and maintained by the LADWP. In weighing the various options, LADWP
27 deliberately reached its decision to adopt this particular plan of design and construction. As
28 designed, the Santa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

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

20 105. 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 (NPSH_r) 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.



106. On information and belief, the first storage tank – the Marquez Knolls tank – ran dry
107 no later than 4:45 p.m. on Tuesday, January 7th; the water level in the second tank – the Trailer
108 Tank – began to plummet and it ran dry no later than 8:30 p.m. on Tuesday, January 7th; and water
109 levels in the third tank – the Temescal Tank – began to drop no later than 6:30 p.m. and it ran dry
110

1 no later than 3:00 a.m. on Wednesday, January 8th.¹⁵ However, upon information and belief, the
2 water pressure had run low well before 4:45 p.m. on Tuesday, January 7th. For example, social
3 media had reported that the fire hydrant near 1408 Lachman Lane was dry at 4:45 p.m. (see, *supra*
4 ¶ 99) meaning that the water pressure would have run low, and eventually run out, at that location
5 *before* the dry hydrant could have been noticed and posted about.

6 **Times Water Issues Arose**



107. Upon information and belief, Subrogation Plaintiffs allege that the Westgate Trunk
1 Line pressure dropped causing the Marquez Knolls and Santa Ynez Pump Stations to strain under
2 conditions including, but not limited to, high static lift, high friction losses (high velocities), low
3 net positive suction head available (NPSHa), and power supply issues. The higher static lifts
4 exceeded the stations' rated heads, causing operating points to "move to the left" such that pumping
5 rates fell far below factory rated capacities. The total fire flows exceeded the capacity of respective
6 reservoir fill lines and, instead of filling the 3 one-million-gallon tanks (Marquez Knolls, Trailer
7 and Temescal Tanks), the combined 3 MG storage quickly drained in failed attempts to augment
8 the total pumped flow up to hydrants at higher elevations. The severe shortfall of high-elevation
9 water storage meant that the Santa Ynez Pump Station (no longer autonomous) and all uphill
10 systems sequentially failed shortly after the dynamic pressure of the Westgate Trunk Line fell below
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¹⁵ *Id.*

1 critical levels.

2 108. LADWP has admitted that 20% of the nearly 1,100 fire hydrants in the Palisades lost
3 water pressure during the fire.¹⁶ The actual number may be higher.

4 109. LADWP issued a press release on January 23, 2025 titled, “Correcting
5 Misinformation About LADWP’s Water System”, which claimed, “All LADWP pump stations
6 remained operational during the fire, and water supply remained strong to the area.”¹⁷ LADWP did
7 not specify what qualified as an “operational” pump station or what qualified as “strong” water
8 supply.

9 110. However, during a Board of Water and Power Commissioners meeting on January
10 28, 2025, LADWP’s current chief of water operations, Anselmo Collins, said: “There was not
11 enough pressure in the pipes to provide what we call suction pressure for our pump to take that
12 water, lift it to a higher elevation. But as pressure dropped because of the high demands, eventually
13 those pumps were no longer able to pump water because the pressure was too low. The tanks that
14 were full at the beginning were dropping and while the pumps were still operational, the pumps
15 could not keep up with the demand. There was more water leaving the tanks than we could
16 physically put into the tanks because the demand was so great....”¹⁸

17 111. Subrogation Plaintiffs are informed and believe that Collins’ statements to the Board
18 of Water and Power Commissioners refute LADWP’s own press release issued just five days earlier
19 that all of its pumps remained operational during the fire and that the water supply remained strong.

20 112. In an interview with the L.A. Times, Collins admitted that LADWP could have shut
21 off the water to adjacent neighborhoods such as Brentwood to increase the water pressure to the
22 Pacific Palisades, but LADWP made a deliberate decision not to do so. “We had a plan, but we did
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25 ¹⁶ *Id.*

26 ¹⁷ <https://www.ladwpnews.com/january-23-2025-update-ladwps-windstorm-and-wildfire-response/#:~:text=JANUARY%202023%2C%202025%2C%20UPDATE%3A%20LADWP'S%20WINDSTORM%20AND%20WILDFIRE%20RESPONSE,-January%202023%2C%202025&text=LADWP%20crews%2C%20joined%20by%20mutual,an%20repair%20broken%20power%20poles>

27 ¹⁸ <https://ladwp-jti.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 not execute on the plan," Collins said.¹⁹

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

8 114. After the fire, LADWP posted an article on its website, *Correcting Misinformation*
9 *About LADWP's Water System*. LADWP claimed: "Any assertion that fire hydrants in the Pacific
10 Palisades were broken before the Palisades fire is misleading and false. LADWP repaired every
11 hydrant needing repairs as reported by LA Fire Department inspectors."²⁰

12 115. An independent investigation found results to the contrary. In 2024, firefighters
13 inspected 65,979 hydrants and submitted a list of 1,350 fire hydrants needing further inspection or
14 repairs. This included hydrants in the Pacific Palisades area near where the fire broke out.²¹ The
15 defects in the hydrants identified by the LAFD included broken valves, bent or damaged stems, and
16 leaks.²² The red dots below show hydrants that were found to be in need of repair.

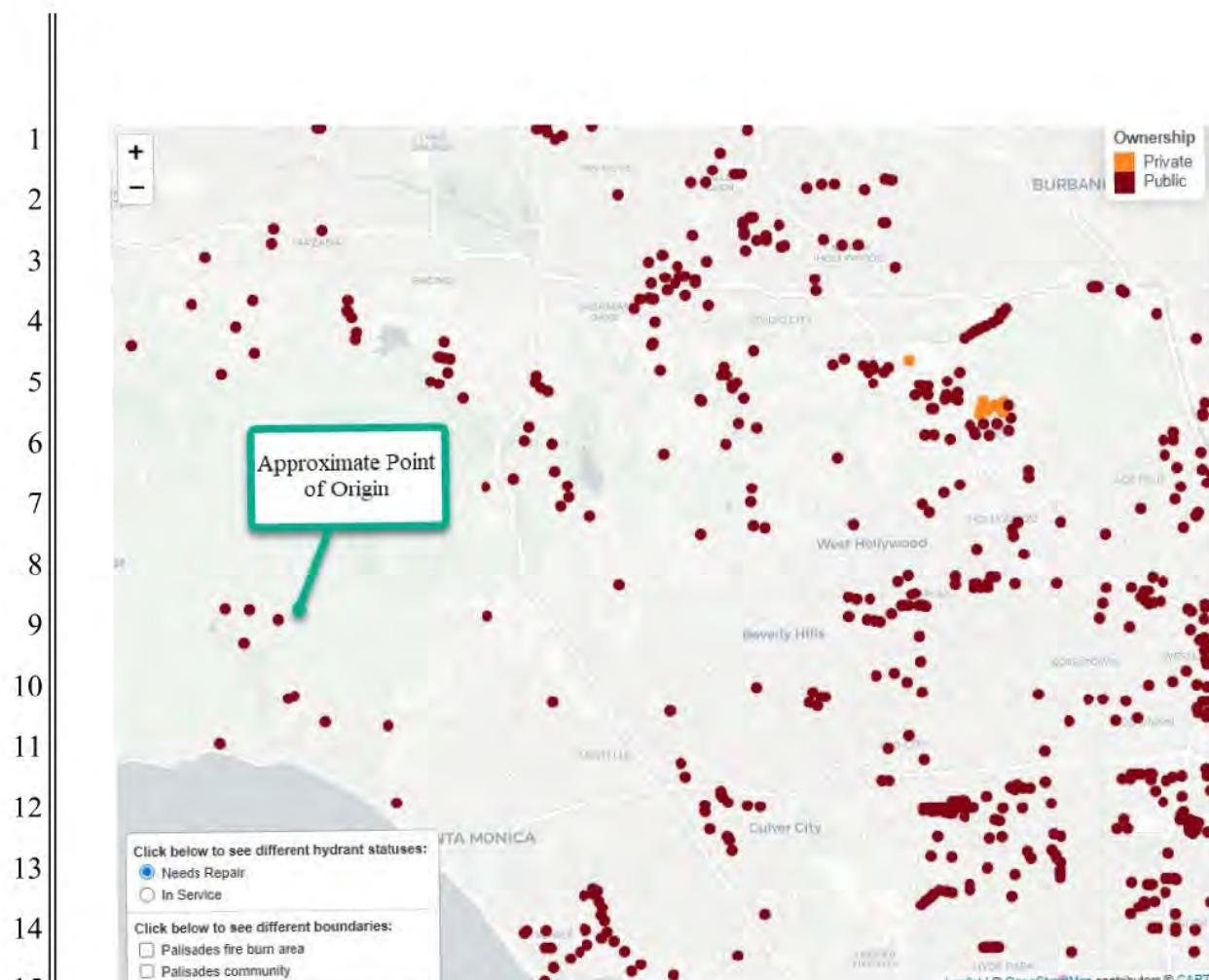
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¹⁹ *Id.*

24 ²⁰ *Correcting Misinformation About LADWP's Water System*, LADWP (Jan. 11, 2025),
25 <https://www.ladwpnews.com/pacific-palisades-fire-correcting-misinformation-about-ladwps-water-system/>.

26 ²¹ Ross Palombo, *KCAL News Investigation Finds More than 1,300 Fire Hydrants Need*
27 *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/#>.

28 ²² Matt Hamilton, *LAFD Did Not Alert DWP to More than 1,000 Fire Hydrants Needing Repair*,
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>.



116. 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.”²³ 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.”²⁴ 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.

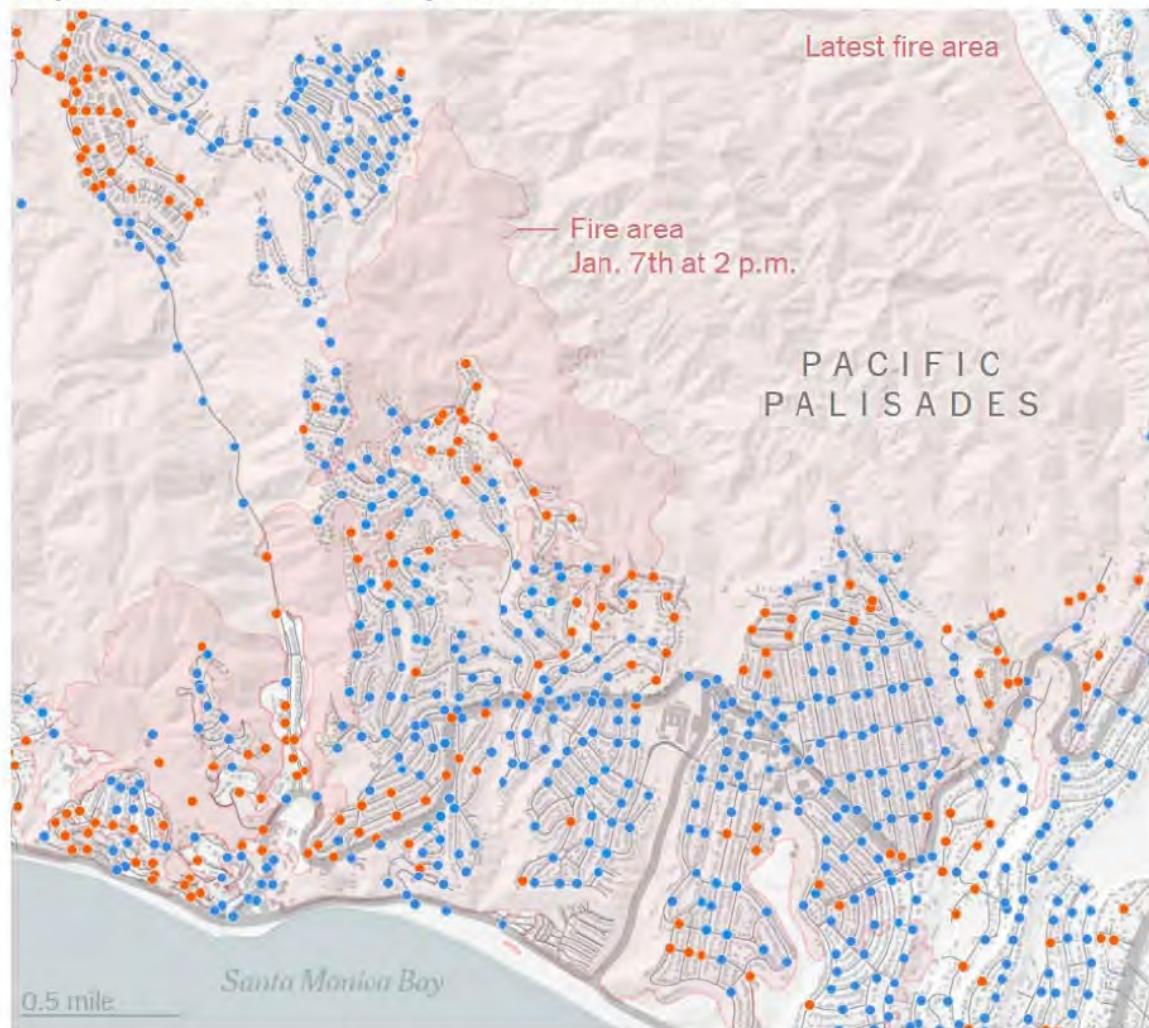
27 ²³ Mike Baker & Robert Gebeloff, *Los Angeles Had Substandard Hydrants Near Devastating Fire's Starting Point*, N.Y. Times (Feb. 4, 2025), <https://www.nytimes.com/2025/02/04/us/los- angeles-fire-hydrants-substandard.html>.

28 ²⁴ *Id.*

1 117. Michael Fronimos, a fire chief in Michigan who has pressed fire departments to
2 assess their hydrant systems, “expressed surprise to see images of the smaller-capacity hydrants that
3 [were] still operating in the Palisades.”²⁵ The map below, from *The New York Times*, shows the
4 prevalence of outdated hydrants in and near the Palisades Fire’s perimeter.

5 **Location of fire hydrants with 2.5-inch and 4-inch outlets in Pacific Palisades**

6 ● Hydrants with 4-inch outlets ● Hydrants with 2.5-inch outlets



Sources: Fire hydrants location data from Los Angeles city government; Building outlines from Oak Ridge National Laboratory (ORNL) and Federal Emergency Management Agency (FEMA) – By June Kim

118. On information and belief, the City deliberately decided to maintain the water-supply system knowing that it required the Santa Ynez Reservoir to be filled in order to function during high volume demand events. With the Santa Ynez Reservoir drained, and no alternate reservoir

²⁵ *Id.*

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

8 119. LAFD Captain Kevin Easton was part of a structure protection team assigned to
9 protect homes in Palisades Highlands on January 7th. After midnight, the fire hydrants that were
10 being used to fight the fire ran dry. "Completely dry – couldn't get any water out of it," said Captain
11 Easton. As reported by the N.Y. Times, "Even on Wednesday afternoon – hours after the hydrants
12 had gone dry – there was still no water. Houses in the Highlands burned, becoming part of more
13 than 5,000 structures destroyed by the Palisades fire so far." "By Thursday evening, Kristin M.
14 Crowley, the chief of the Los Angeles Fire Department, said firefighters had stopped tapping into
15 the hydrants altogether. 'Right now, we're not utilizing the hydrants,' Chief Crowley said."²⁶

16 120. Rick Caruso, a real estate developer who served two previous terms as President of
17 the LADWP, relied upon a team of private firefighters with their own water tenders, to protect his
18 outdoor shopping mall, The Palisades Village, as well as some nearby homes. On January 7th at
19 approximately 11:11 p.m., Mr. Caruso was interviewed live on Fox 11 News. "There's no water in
20 the Palisades. There's no water coming out of the fire hydrants," Caruso said. "This is an absolute
21 mismanagement by the City. It's not the firefighters' fault but it's the City." "If you don't have
22 water, you can't put out fires."²⁷

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

26 122. On information and belief, Defendants' water supply system failed during the
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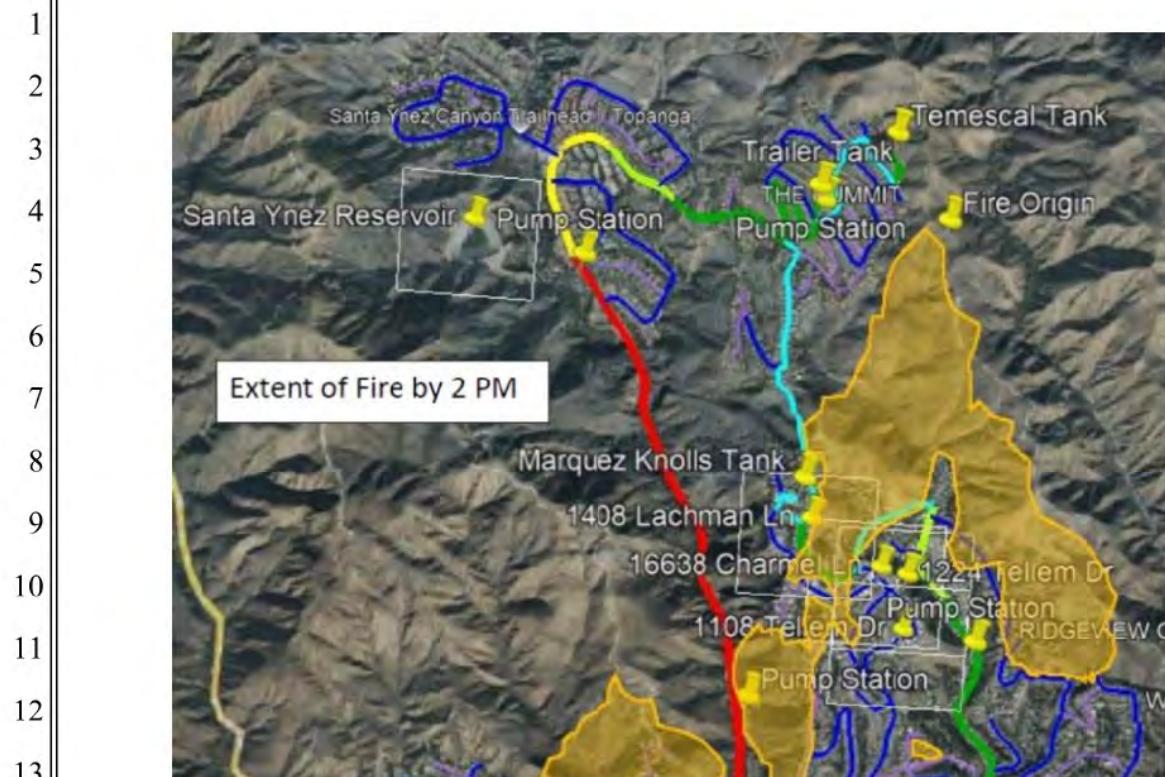
28 ²⁶ <https://www.nytimes.com/2025/01/09/us/los-angeles-fire-water-hydrant-failure.html>

²⁷ <http://www.foxla.com/video/1573156>

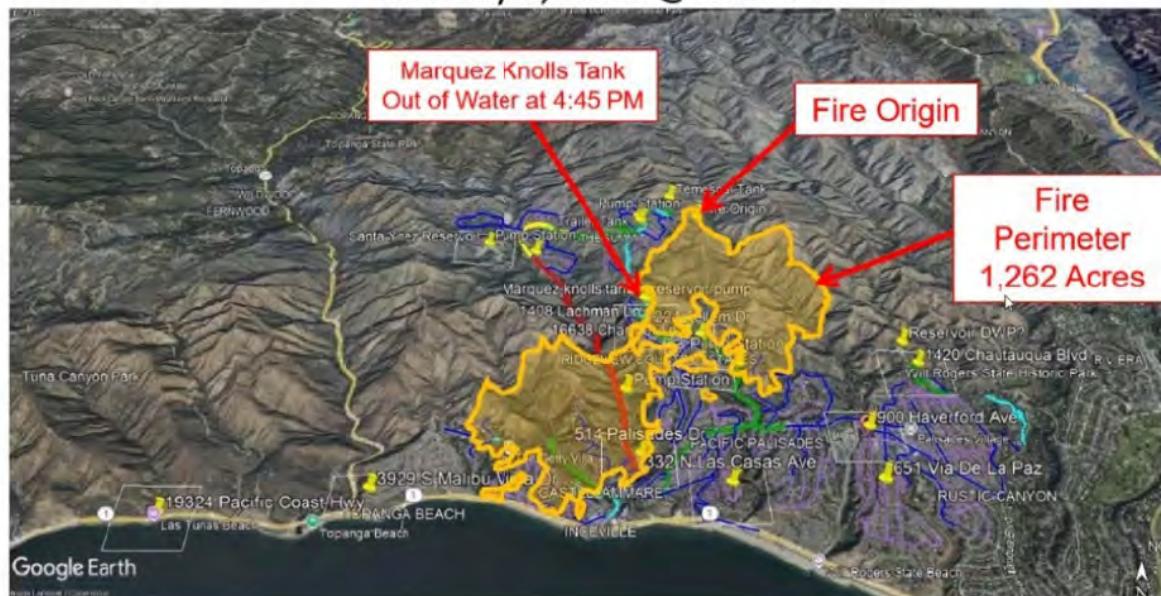
1 Palisades Fire, and this failure was a substantial factor in causing damage to the Plaintiffs'
2 properties. Specifically, the mass destruction of property in the Palisades fire was the necessary and
3 probable result of the way the LADWP chose to design, construct, and maintain the water supply
4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

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

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Palisades Fire Progression January 7, 2025 @ 3:17 PM



124. 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

1 tank was empty. Aerial firefighting efforts were discontinued at approximately 7:00 p.m. for the
2 night due to strong winds.

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



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

21 Knolls.

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

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3 Palisades Village 4 Test Case

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- 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.

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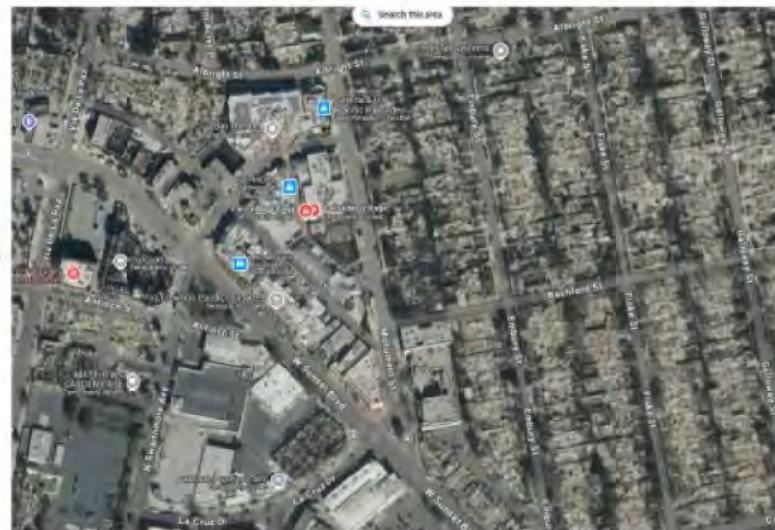
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Damage
Around
Palisades
Village



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

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127. Subrogation 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

1 dry during the critical first twelve hours of the firefight, which was an inherent risk of LADWP's
2 "wait until it breaks" maintenance policy. LADWP's decision to forgo maintenance of the Santa
3 Ynez Reservoir was a substantial factor in causing Plaintiffs to suffer the losses alleged herein and
4 specifically below.

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

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

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

24 "The Water System also has water storage tanks and reservoirs that are available for
25 use during wildfire events. Should the need arise, LADWP's crews are available to
26 provide support in water distribution system operations related to firefighting efforts.
27 There are formal agreements with LAFD and Los Angeles County Fire Department
28 (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."²⁸

²⁸ <https://www.ladwp.com/who-we-are/power-system/power-reliability/wildfire-mitigation-plan>

1 131. As originally designed, the Santa Ynez Reservoir supported hover, or snorkel, fill-
2 ups from helicopters. Hover fills—where a helicopter hovers over a body of water and uses a snorkel
3 to fill up its tank—are significantly faster than ground fills, in which a helicopter must land, connect
4 a hose to a hydrant to fill up, and depart. Around 2010, LADWP made the deliberate decision to
5 install a floating cover on the Santa Ynez Reservoir. According to an LADWP project manager,
6 “Once the floating cover is in place, these helicopters will no longer be able to dip their snorkels
7 into the Santa Ynez Reservoir, but will instead have to use the cistern at Pacific Palisades
8 Reservoir.”²⁹ LADWP made the deliberate decision to cover the reservoir to prohibit hover fills
9 despite the availability of other covers or systems that would have permitted hover fills. In addition,
10 as discussed *infra*, LADWP also deliberately maintained the cistern at Pacific Palisades Reservoir
11 in a way that allowed it to crack and leak, and ultimately made the deliberate decision to drain that
12 reservoir. As a result, LADWP made the deliberate decision to maintain two reservoirs—originally
13 designed to permit snorkel fills—in such a way so that neither reservoir allowed snorkel fills on
14 January 7, 2025.

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



28 29 Dev, *Santa Ynez Reservoir Construction Begins*, Palisadian-Post (July 23, 2009), <https://www.palipost.com/santa-ynez-reservoir-construction-begins/>.

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

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

- 18 a) Traverse the floating cover at a maximum of 25-foot intervals, ensuring all
19 shop and field seams are inspected;
- 20 b) Check all hatches, vents, and surface water collection areas along with the
21 overall surface of the floating cover for accumulation of debris, surface water,
22 and signs of leakage;
- 23 c) mark all holes and tears that are found. Patch damaged areas utilizing closed-
24 cell repair floats to maintain a gap between the finished water and the floating
25 cover area under repair.
- 26 d) Note all comments on the inspection checklist including the type and location
27 of all repairs made, equipment maintenance, and cleaning. Sign and date the
28 checklist.

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

5 a) Inspect and document floating cover conditions, at reservoir inlets and
6 outlets, valves and gates, grillages and floating cover support structures, and
7 surface water collection throughs;

8 b) Compare documentation taken to previously recorded video and/or photos on
9 file;

10 c) Prepare a written report detailing findings, including video and/or photos,
11 with specific maintenance recommendations.

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

16 “During our meeting yesterday we discussed seeking DDW’s approval to change our
17 commitment for underwater inspections of reservoirs with floating covers. As
18 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
19 to once every three years (two per year).

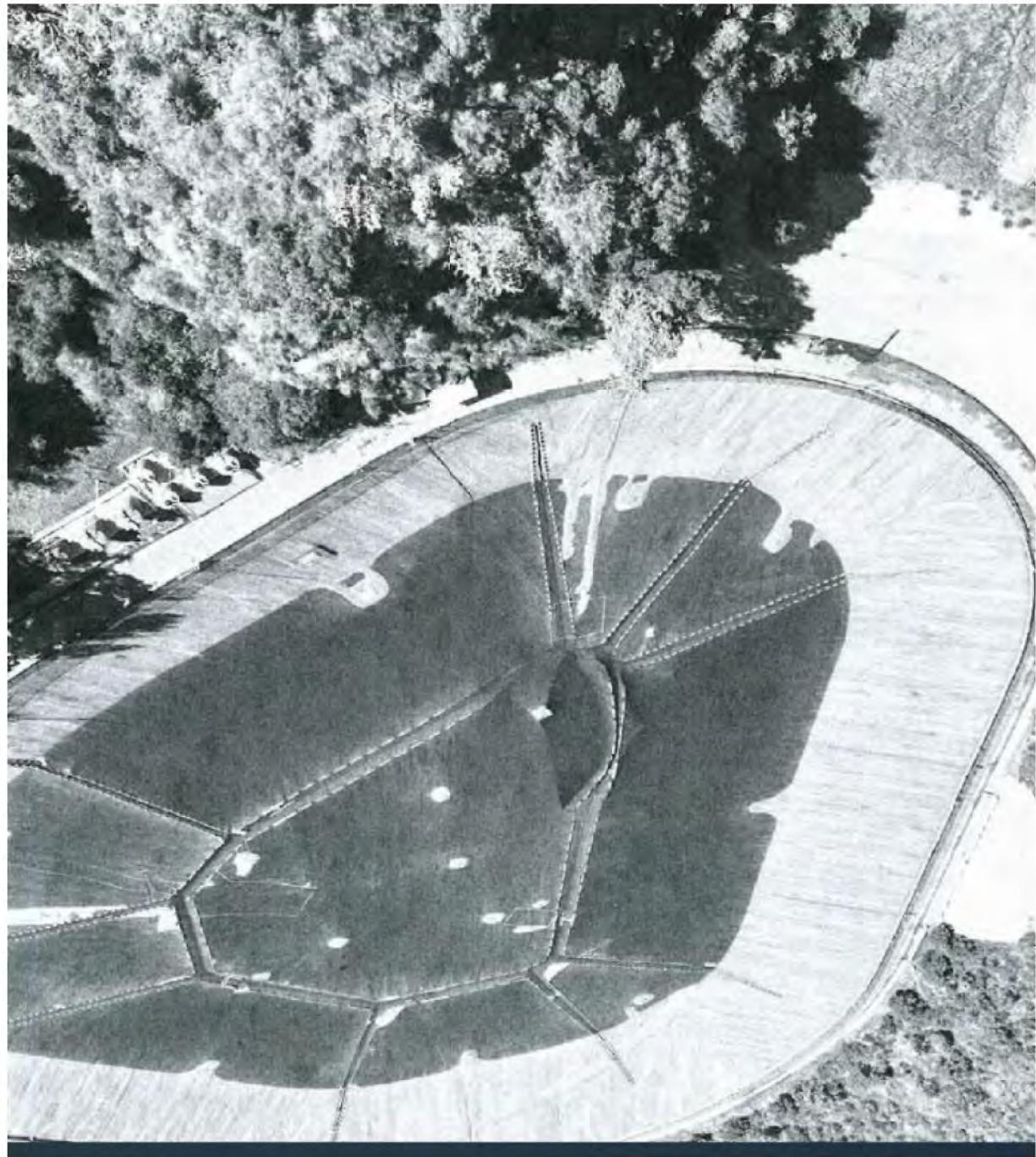
20 **Based on past practice, we have been doing less than two per year. Our 2022**
and 2023 floating cover annual reports to DDW note that none were done in
either year. We did one in 2021 (Santa Ynez), one in 2024 (Franklin) and plan to
do at least one in 2025 (Eagle Rock).” (emphasis added).

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

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

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1 139. 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?”

8 140. 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.

10 141. 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
14 fill 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.

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

19 143. 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
21 since July 2013, as an alternate water supply source for the Palisades while the Santa Ynez
22 Reservoir was undergoing repairs. However, shortly after LADWP began preparing to refill the
23 Palisades Reservoir, which has a concrete cover, leaks and structural concerns were discovered by
24 LADWP. In a March 29, 2024 email, an LADWP manager of property management stated, “About
25 #2, looks like Palisades Res is off the table since Civil Structural deemed the roof unsafe and
26 employees shouldn’t be inside. We don’t know what Water Control’s Plan B looks like.” Plaintiffs
27 are informed and believe that LADWP deliberately eschewed a “Plan B” to provide the Palisades
28 with a backup source of water storage while the Santa Ynez Reservoir was drained for repairs to

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

4 144. 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.”

7 145. 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.

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

13 147. 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
21 its floating cover. A contract is currently being implemented for the repair of the
22 tear.”

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

27 149. Plaintiffs are further informed and believe that LADWP continued to publish these
28 false statements to regulators, knowing them to be untrue. Specifically, on June 6, 2024, John
Kemmerer, Regulatory Affairs and Consumer Protection of LADWP’s Water Quality Division, sent
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 being 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.”

7 150. 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.

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

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

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

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

32 154. LADWP’s deliberate decisions (1) to drain the Santa Ynez Reservoir while repairing

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

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

20 156. Consistent with its maintenance protocol, the LADWP deliberately elected to forego
21 annual underwater inspections of the floating cover, even though industry standards required such
22 annual inspections. This deliberate election resulted in the need to drain the Santa Ynez Reservoir
23 in order to repair large tears in the cover, which had gone undetected. With the Santa Ynez
24 Reservoir drained, the entire water supply system was comprised, causing the system to fail during
25 high volume demand events, like the Palisades fire. The LADWP deliberately adopted this
26 maintenance protocol as a "cost-saving" measure. The maintenance protocol further deemphasized
27 the need for prompt repairs. The LADWP knew prompt repairs were necessary to prevent tears
28 from growing larger, thereby requiring the Santa Ynez Reservoir to be drained. However,

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

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

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

20 159. Los Angeles Fire Department Captain, Erik Scott acknowledged that the lack of
21 water impacted the ability to fight the fire, explaining that there were “challenges with water
22 pressure while battling the Pacific Palisades fire” and that water “pressure wasn’t quite what we
23 needed, and so it affected some fire hydrants.” (<https://www.cbsnews.com/news/fire-hydrants-ran-dry-extreme-demand-pacific-palisades/>).
24

25 160. Further, Mark Pestrella, director of Los Angeles County Public Works, said the
26 hydrant system was “not designed to fight wildfires,” (<https://www.nbclosangeles.com/news/california-wildfires/palisades-fire-firefighters-water-pressure/3597877/>). The LADWP
27 deliberately designed and maintained this water supply system, despite it being located in a fire-
28

1 prone area. In the last 90 years, for example, more than thirty (30) wildfires have scorched parts of
2 neighboring Malibu (<https://www.latimes.com/projects/la-me-malibu-wildfire-history/>), the most
3 recent being the Franklin Fire, which ignited on December 9, 2024. The Woolsey Fire, which
4 started on November 8, 2018, burned 96,949 acres of land in Malibu, destroyed 1,643 structures,
5 killed three (3) people, and prompted the evacuation of more than 295,000 people.

6 161. Other government officials have acknowledged the deficiencies of the water supply
7 system, noting that “the storage tanks that hold water for high-elevation areas like the Highlands,
8 and the pumping systems that feed them, could not keep pace with the demand as the fire raced from
9 one neighborhood to another.” (<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
10 Reservoir had been available.

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

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

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

1 Community Meeting in November of 2004, Glenn Singley, LADWP's director of water
2 engineering and technical services, was asked by Paul Shakstad, chief pilot of LAFD's air
3 operations, how emergencies such as brush fires, would be handled while the cover was being
4 constructed over the Santa Ynez Reservoir. "When Singley was asked about how emergencies,
5 such as brush fires, would be handled while the improvements were being done, he replied that
6 arrangements would be made to also use the Chautauqua reservoir. That answer did not satisfy Paul
7 Shakstad, chief pilot of L.A. Fire Department's air operations, who pointed out 'grading needs to
8 be done ' to accommodate the larger Erickson snorkel-equipped firefighting helicopters at
9 Chautauqua (on a ridge between Temescal Canyon and Rivas Canyon). 'And it is absolutely
10 imperative that we have an adequate water supply. We need a hydrant and some kind of cistern,'
11 which would allow a helicopter to fill up in less than two minutes. When Singley offered to have a
12 3,000-gallon cistern placed on-site, when necessary, Shakstad objected, saying 'that would take too
13 long.' He suggested instead that a storage tank be permanently stored there with high-pressure
14 pumps. Singley agreed and will meet with LAFD's air operations unit and Bob Cavage of the
15 Palisades community advisory committee in the next few weeks. The existing helipad and hydrant
16 at the Santa Ynez reservoir will be used for smaller helicopters."³⁰ Of course, the decision to cover
17 and then drain the Santa Ynez Reservoir, as well as the decision to leave the Pacific Palisades
18 Reservoir empty, meant that neither reservoir were available for helicopters to hover fill.

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

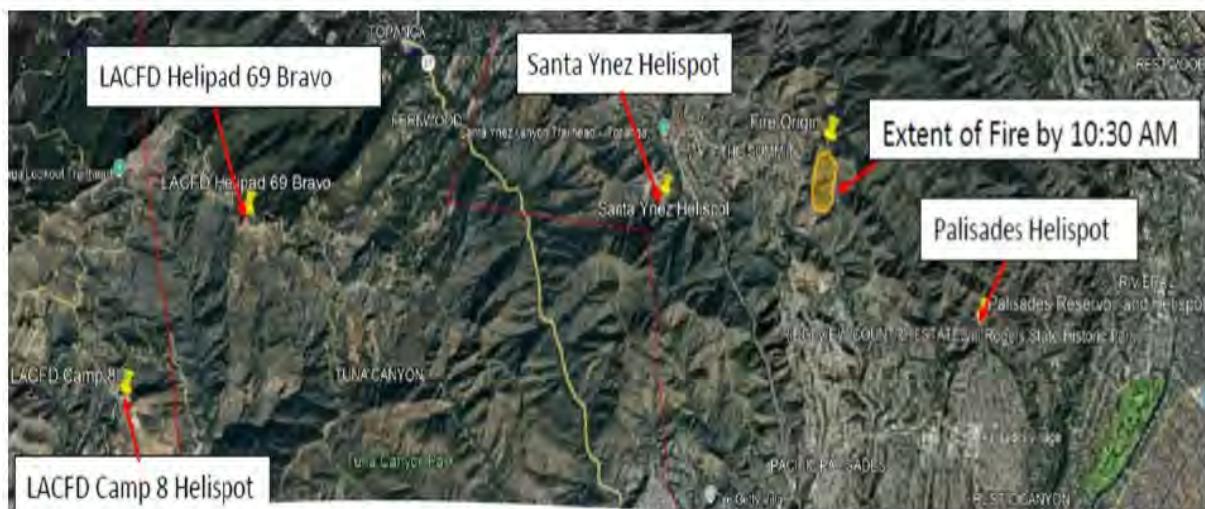
23 166. On June 26, 2025, LADWP announced it had finally repaired the floating cover and
24 returned the Santa Ynez Reservoir to service. This announcement by LADWP came 18 months
25 after the tear in the cover was first discovered in January of 2024. In response to LADWP's press
26 release, L.A. City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

28 ³⁰ <https://www.palipost.com/dwp-finalizes-local-reservoir-project/>

1 day in history it was needed most. Our water infrastructure must be emergency-ready, every day.
2 Anything less puts everything we hold dear at risk.”³¹

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**

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



28 ³¹ <https://www.latimes.com/environment/story/2025-06-26/pacific-palisades-santa-ynez-reservoir>

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

10 169. As an example only, Plaintiffs provide the flight time analysis for one of LAFD's
11 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 ³ | 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 |

170. 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

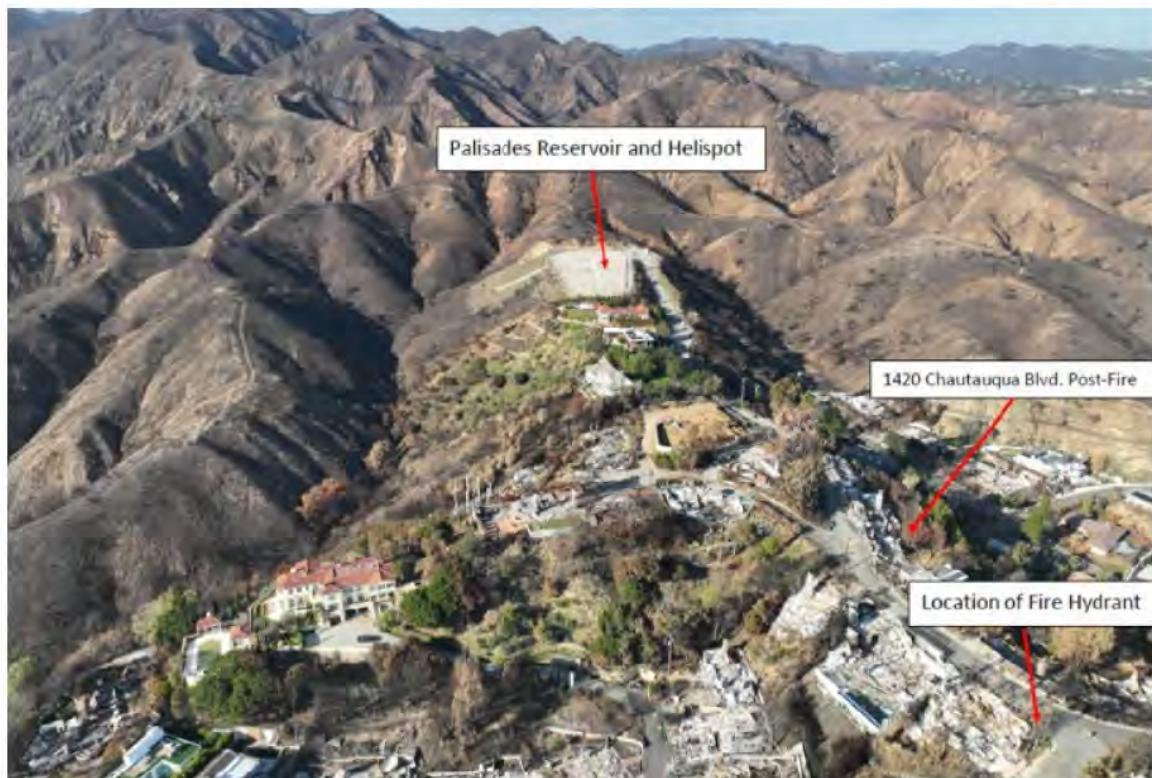
Time Outside the Subject Area While Actively Firefighting

| 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 |

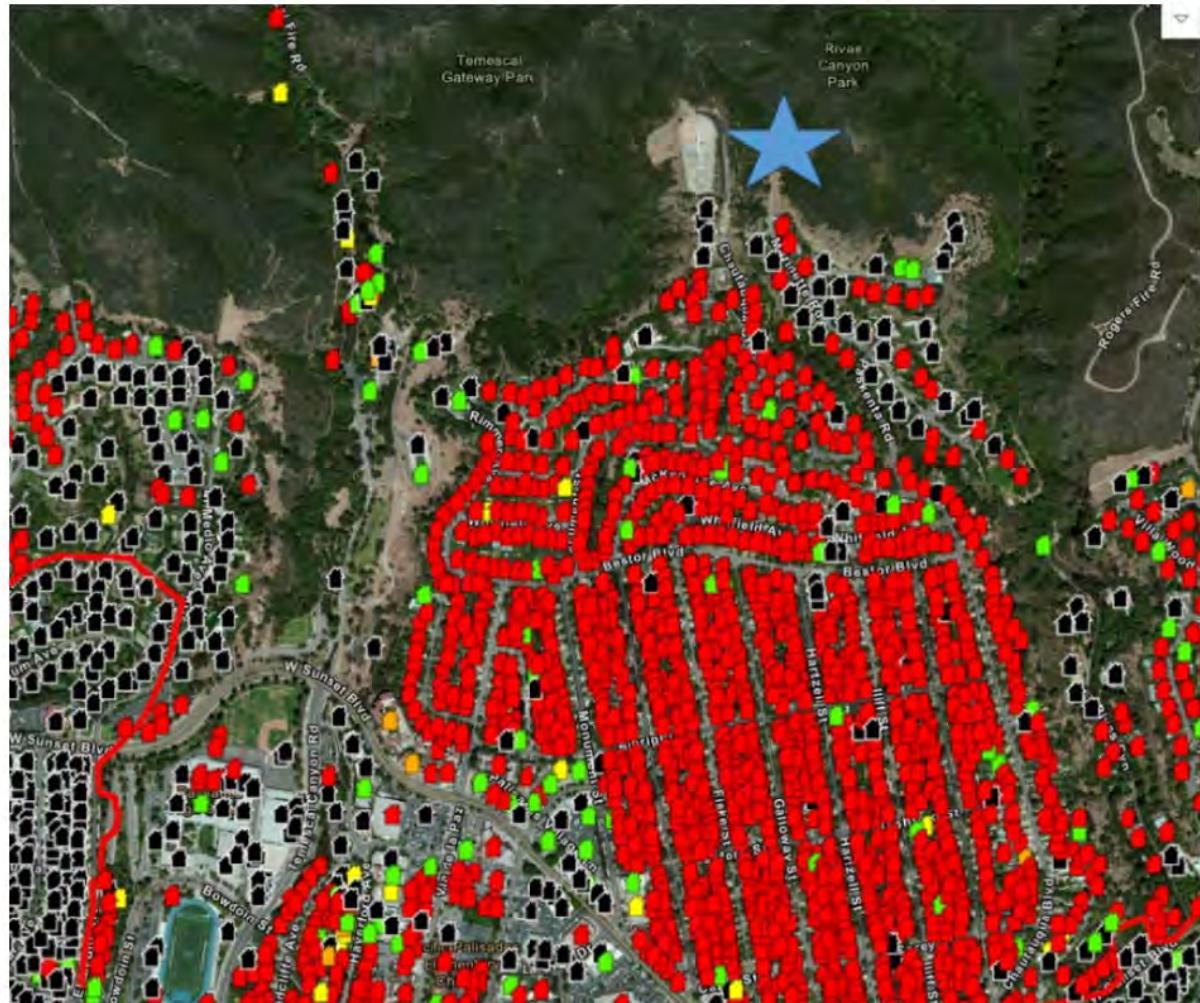
171. Plaintiffs are further informed and believe that had the Palisades Reservoir (also known as the Chautauqua Reservoir) been filled while the Santa Ynez Reservoir was out-of-service, in addition to providing the necessary pressure for the water supply system to function properly, its helipad could 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.

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

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



19 173. 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
22 location of the Palisades (Chautauqua) Reservoir and helipad.



174. Pushed by strong northeast winds, the Palisades Fire spread rapidly down canyon and into heavily populated neighborhoods incinerating everything in its path. Residents were forced to abandon their vehicles on Palisades Drive and run for their lives.

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

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

177. LADWP had a duty to properly construct, inspect, maintain, and operate its water

1 supply and its overhead electrical transmission and distribution systems in a manner that did not
2 create a dangerous condition as well as an inherent risk of fire and fire spread. The LADWP violated
3 these duties by knowingly designing, maintaining, servicing, repairing its reservoirs system and its
4 electrical transmission and distribution systems.

5 178. Had the LADWP acted responsibly, the damage caused by the Palisades Fire could
6 have been avoided.

7 179. Subrogation Plaintiffs have suffered real and personal property damage, personal
8 injuries, loss of use of their homes, loss of income, business interruption, and emotional distress and
9 seek fair compensation for themselves in this case.

10 180. Subrogation Plaintiffs have served tort claim notices with LADWP and the State,
11 consistent with Government Code §910, *et seq.* and their claims have either been expressly denied
12 or the time to respond to their claims has expired by operation of law.

13 **FIRST CAUSE OF ACTION**

14 **By Subrogation Plaintiffs For Dangerous Condition of Public Property Against
15 Defendant STATE OF CALIFORNIA and DOES 1- 50**

16 181. Subrogation Plaintiffs hereby reallege and incorporate by reference each and every
17 allegation contained above as though fully set forth herein.

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

21 183. California Government Code §835 states in pertinent part:

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

26 (a) a negligent or wrongful act or omission of an employee of the public entity
27 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.

28 184. Under the rule set forth in *Vedder v. City of Imperial*, (1974) 36 Cal.App.3d 654,

1 there is no governmental immunity “to allow a public entity to escape responsibility from its failure
2 to provide fire protection on property which it owns and manages itself, particularly where it has
3 permitted a dangerous fire condition to exist on that property.”

4 185. The *Vedder* holding was specifically recognized in *Puskar v. City and County of San*
5 *Francisco*, (2015) 239 Cal.App.4th 1248, 1255 (2015), where the Court recognized that there was
6 no government immunity in *Vedder* for the dangerous condition on government property “without
7 any means of controlling a fire.”

8 186. Subrogation Plaintiffs are informed and believe that Topanga State Park is owned
9 and managed by the State and that the January 1, 2025 Lachman Fire and the January 7, 2025
10 Palisades Fire originated in close proximity to each other near the Temescal Ridge Trail in Topanga
11 State Park. Plaintiffs are further informed and believe that the origin of the Palisades Fire was
12 squarely located on land owned by the State, namely in Topanga State Park.

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

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

28 189. The State allowed the dangerous condition to persist even though LAFD had not

1 staged any firefighting assets in or around the vicinity of the Lachman Fire in Topanga State Park,
2 to observe or interdict any flare-ups that might occur due to the extreme wind conditions, severe
3 drought conditions, and possibility of underground chaparral embers rekindling and starting a new
4 fire. Nor was brush cleared sufficiently around the burn scar to prevent spread if there was a
5 rekindling.

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

10 191. The State further allowed the dangerous condition to persist, and even exacerbated
11 the dangerous condition, by restricting efforts to remediate and mop-up the dangerous condition in
12 what the State describes as “Avoidance Areas” on the State’s property.

13 192. The Lachman Fire was extinguished by the LAFD and the State was notified of it.
14 The State had a non-delegable duty to inspect its property for dangerous condition given that
15 rekindles are a well-known phenomenon after such a fire, that there was heavy fuel in the form of
16 dry overgrown, chaparral, and a serious known coming wind condition.

17 193. As a result of the State’s allowance of a dangerous condition to exist on its own
18 property, the Palisades Fire ignited on January 7, 2025, and spread to the neighboring lands,
19 ultimately damaging property owned by Subrogation Plaintiffs’ insureds. Subrogation Plaintiffs
20 have paid or will pay their Insureds for their covered damages as a result of the Palisades Fire, and
21 are legally and equitably subrogated to the rights of their insureds to the extent of their payments.

22 194. Subrogation Plaintiffs allege the dangerous condition on the State’s property was a
23 change from the natural condition of the State’s property. The Palisades Fire and the associated
24 damage to Plaintiffs’ person and properties were due to the known, changed condition of the State’s
25 property and not the natural condition of the property.

26 195. Subrogation Plaintiffs are informed and believe that these dangerous conditions
27 caused the injuries to the Subrogation Plaintiffs and their insureds as alleged herein.

28 196. Subrogation Plaintiffs are further informed and believe that this dangerous condition

1 of the State's property created a reasonably foreseeable risk of the kind of injury, which was
2 incurred, namely that the State property was allowed to smolder, burn and re-ignite during a
3 foreseeable high wind event, damaging the property of Subrogation Plaintiffs' insureds.

4 197. Plaintiffs are informed and believe, and separately allege, that a negligent act or
5 omission by an employee of the State within the scope of his/her employment created or exacerbated
6 the dangerous condition. The State and its employees had actual and constructive knowledge of the
7 dangerous condition in time to have taken measures to protect against it. Specifically, the employees
8 of the State knew or should have known of the "Particularly Dangerous Situation" and "Extreme
9 Fire Conditions" forecasted by the NWS days prior to January 7, 2025 and that any embers not fully
10 extinguished from the Lachman Fire could start a dangerous wildfire. The State and its employees
11 did not take measures to ensure that the embers from the Lachman Fire were fully extinguished on
12 its property prior to the historic wind event to protect against this dangerous condition. The State
13 and its employees further created and/or exacerbated the dangerous condition by restricting efforts
14 to remediate the dangerous condition in what the State describes as "Avoidance Areas".

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

17 **SECOND CAUSE OF ACTION**

18 **By Subrogation Plaintiffs For Public Nuisance Against Defendant STATE OF
19 CALIFORNIA and DOES 1- 50**

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

22 200. The State owed a non-transferable, non-delegable duty to the public, including
23 Plaintiffs, to conduct its business, in particular the maintenance and operation of Topanga State
24 Park, in a manner that did not cause harm to the public welfare.

25 201. The State, by acting and/or failing to act, as alleged herein, created a condition that
26 was harmful and dangerous to the health, safety and property of the public, including Subrogation
27 Plaintiffs and their insureds, and created a condition which created a fire which damaged and
28 interfered with the Subrogation Plaintiffs' insureds' quiet use and enjoyment of their property. This

1 interference is both substantial and unreasonable.

2 202. Subrogation Plaintiffs and their insureds do not consent, expressly or impliedly, to
3 the wrongful conduct of Defendants.

4 203. The Palisades Fire destroyed 6,837 homes and businesses, damaged another 973
5 structures, killed twelve (12) people, and caused injuries to 3 civilians and 1 firefighter. The
6 Palisades Fire affected a substantial number of people at the same time within the general public,
7 including Subrogation Plaintiffs and their insureds, and constituted a public nuisance under
8 California Civil Code §§ 3479 and 3480 and Public Resources Code §§ 4170 and 4171.

9 204. The damaging effects of the State's creation of a fire hazard and the resulting
10 Palisades Fire are ongoing and affect the public at large.

11 205. As a direct and legal result of the State's conduct, Subrogation Plaintiffs and their
12 insureds have suffered harm that is different from the type of harm suffered by the general public.
13 Specifically, Subrogation Plaintiffs' insureds have lost the occupancy, possession, use, and/or
14 enjoyment of their land, real and personal property, including but not limited to diminution-in-value
15 of their real property.

16 206. A reasonable, ordinary person would be annoyed or disturbed by the conditions
17 caused by Defendants, and the resulting Palisades Fire.

18 207. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
19 including Subrogation Plaintiffs and their insureds, outweighs the social utility of Defendants'
20 conduct. There is little to no social utility associated with causing wildfires that destroy the property
21 of the Subrogation Plaintiffs' insureds.

22 208. The unreasonable conduct of the State is a direct and legal cause of the harm, injury,
23 and/or damage to the public, including Subrogation Plaintiffs and their insureds.

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

1 Subrogation Plaintiffs' insureds and unreasonably interferes with their comfortable enjoyment of
2 their property, and/or unlawfully obstructs the free use, in the customary manner, of their property.

3 210. The Palisades Fire interfered with the free use and enjoyment of Subrogation
4 Plaintiffs' insureds' properties, causing Plaintiffs' insureds unreasonable harm and substantial
5 actual damages, constituting a nuisance, pursuant to California Civil Code section 3479.

6 211. The nuisance and dangerous condition on the State's property was a substantial factor
7 in causing Plaintiffs' insureds' harm and the Subrogation Plaintiffs' injuries and damages herein
8 alleged.

9 212. As a further direct and proximate result of the State's actions, the nuisance and
10 dangerous condition on the State's property, Plaintiffs' insureds and Subrogation Plaintiffs have
11 sustained loss and damage, the exact amount of which will be proven at trial.

THIRD CAUSE OF ACTION

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

15 213. Subrogation Plaintiffs hereby reallege and incorporate by reference each and every
16 allegation contained above as though fully set forth herein.

17 214. Article 1, Section 19 of the California Constitution states:

18 Private property may be taken or damaged for public use only when
19 just compensation, ascertained by a jury unless waived, has first been
20 paid to, or into court for, the owner. The Legislature may provide for
21 possession by the condemnor following commencement of eminent
domain proceedings upon deposit in court and prompt release to the
owner of money determined by the court to be the probable amount
of just compensation.

23 215. On or about January 7, 2025, Subrogation Plaintiffs' insureds were the owners of
24 real property located within Pacific Palisades and Malibu.

216. Prior to January 7, 2025, Defendant LADWP deliberately designed, installed,
25 constructed, owned, operated, used, controlled, supplied, and/or maintained a water supply system
26 for Pacific Palisades and surrounding areas. This public improvement was comprised of the Santa
27 Ynez and Palisades Reservoirs, and associated pumps, water storage tanks and pipelines which
28

1 provided potable water and water for the fire hydrants in Pacific Palisades (hereinafter “Water
2 Supply System” or “System”).

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

17 218. On August 15, 2019, the Supreme Court of California published its holding in the
18 *City of Oroville v. Superior Court* (2019) 7 Cal.5th 1091. In that case, the court articulated that “[a]
19 court assessing inverse condemnation liability must find more than just a causal connection between
20 the public improvement and the damage to private property... damage to private property must be
21 substantially caused by an inherent risk presented by the deliberate design, construction, or
22 maintenance of the public improvement.” *Id.* at 1105 [emphasis added]. In the Palisades Fire,
23 LADWP’s Water Supply System, as deliberately designed, constructed, and maintained,
24 substantially caused Subrogation Plaintiffs’ damages and was more than a causal connection.

25 219. The damage to Subrogation Plaintiffs’ insureds’ properties was proximately and
26 substantially caused by Defendants’ deliberate design, installation, ownership, operation, use,
27 supply, maintenance, and/or control for public use of its water supply systems. The dangers inherent
28 in the design of the water supply system, which materialized during the Palisades were substantial

1 factors in causing the damages sustained by Subrogation Plaintiffs and their insureds as a result of
2 the Palisades fire.

3 220. Subrogation Plaintiffs have not received adequate compensation for the covered
4 damage to and/or destruction of their insureds' property, thus constituting a taking or damaging of
5 Plaintiffs' property by Defendants without just compensation.

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

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

PRAYER FOR RELIEF

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

1. For all applicable remedies under California government tort claims;
2. For an amount which will compensate Subrogation Plaintiffs for all the damage proximately caused by Defendants herein, to be proven at trial;
3. For Subrogation Plaintiffs' costs and attorneys' fees permitted by law and statute, including but not limited to, California Code of Civil Procedure section 1036;
4. For prejudgment interest as permitted by law, including but not limited to, California Civil Code sections 3287 and 3288; and
5. For such other relief as this Court deems just and fair.

DATED: December 12, 2025

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