DISTRICT COURT, COUNTY OF PUEBLO, STATE OF COLORADO Pueblo Combined Court 501 N. Elizabeth Street Pueblo, CO 81003	▲ COURT USE ONLY ▲
Plaintiffs: Seth Johnson and Stacey Johnson, a married couple, and Frank Elmer, Rafael Velez v. **Defendant:** San Isabel Electric Association, Inc.	
Attorneys for Plaintiffs: James W. Avery (Atty Reg. #13037) Denver Injury Law LLC d/b/a Avery Law Firm 201 Columbine Ste. 150 #6888, Denver, CO 80206 Tel: (303) 840-2222 denverinjurylaw.co@gmail.com Counsel of record	Case Number: 2026CV30580 Division: 405
AMENDED COMPLAINT AND JURY DEMAND	

The Plaintiffs, Seth Johnson and Stacey Johnson, a married couple, Frank Elmer, Rafael Velez, by and through their attorneys, James W. Avery, Denver Injury Law, LLC, allege the following against Defendant San Isabel Electric Association, Inc.("Defendant"):

INTRODUCTION

1. Plaintiffs, Seth Johnson and Stacey Johnson, a married couple, and Frank Elmer (hereinafter "Plaintiffs") bring this action for damages against Defendant San Isabel Electric Association, Inc. ("Defendant"), for negligence, among other things, Plaintiffs suffered arising out of a fire ("Aspen Acres Fire") that started in

or near Aspen Acres subdivision in Pueblo, Colorado, on the morning of June 29, 2026. Defendants' powerlines and energy utility equipment were a substantial factor in the cause, origin, and continuation of the highly destructive Aspen Acres Fire.

2. At the intersection of Custer Drive and Highway 165 in Pueblo County, at approx. 6 a.m. on the 29th of June, 2026, witnesses observed fire burning in the vicinity of a powerline located on undeveloped property known as 17245 State Highway 165 in the area of the San Isabel National Forest. See, Figures 1. A witness reports observing a fallen tree on a power line, another witness reports the sound of an explosion, and video taken by a witness shows the fire start in the area (which later became known as the "Aspen Acres Fire"). The fire start was south of the Aspen Acres Campground on the same side of CO 165, Colorado. See, Figures 2 and 3.

3. Defendant San Isabel Electric Association, Inc. (hereinafter referred to as "Defendant" or "SIEA.") owned and operated the powerlines in the fire start area south of Aspen Acres Campground running parallel to CO 165 (near intersection of Custer Drive & CO 165). As such, SIEA had a duty to mitigate wildfire risk by adequately clearing the right-of-way of trees and organic matter that can cause or facilitate wildfires.

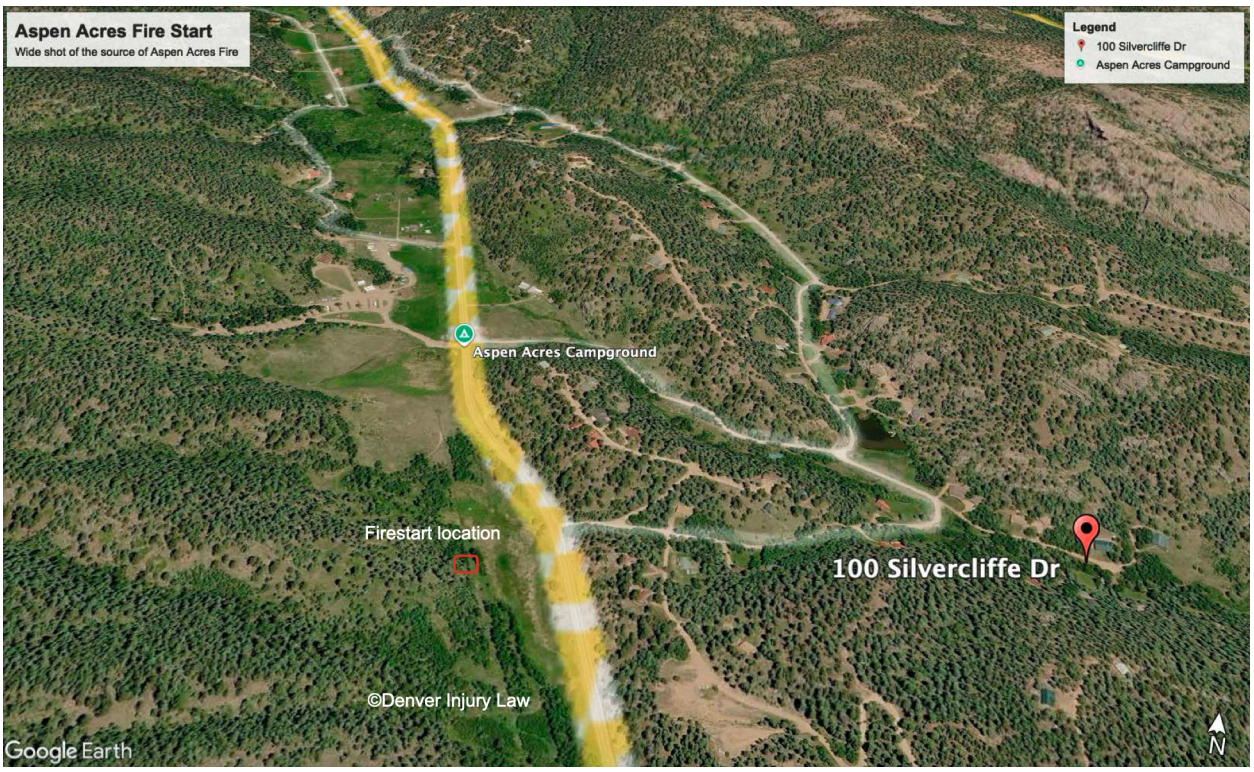

Figure 1-Photo courtesy of Google Earth

Figure 2

Figure 3-Photo courtesy of Google Maps

4. The Aspen Acres Fire torched and terrorized the towns of Beulah, Rye, Whetmore and Colorado City, Colorado. Strong winds carried flames from an SIEA powerline that started a ground fire in the Beulah-Aspen Acres neighborhood. The resulting fire burned across 98,000 acres of land (as of July 12, 2026) and destroyed over a thousand structures, including over 300 homes. Thousands of residents were evacuated, some were injured, while fleeing from the Aspen Acres Fire.

5. Plaintiffs are among those terrorized and damaged by the Aspen Acres Fire. Plaintiffs' injuries include, but are not limited to: property damages, including damage to real or personal property or damage from smoke, soot, and ash; loss of natural resources; evacuation expenses; economic damages, such as losses from impacts on business like activities, past and future loss of income, or lost wages; costs associated with response and recovery, including debris removal, emergency response, or fire suppression costs; damages based on soil erosion, and loss of soil stability and productivity; damages related to water contamination, including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; loss of consortium (married couples) and other significant injuries, damages, and losses directly related to and caused by the Aspen Acres Fire.

6. As a result of Defendants' tortious conduct, Plaintiffs have suffered significant property damages and bodily injury (individuals), along with emotional, physical, and financial damages, among other things, for which Plaintiffs are entitled to just

compensation. Each Plaintiff individually seeks just compensation and damages as more particularly described below.

PARTIES

7. Plaintiffs Seth Johnson and Stacey Johnson, a married couple, and Frank Elmer, Rafael Velez are individuals who reside in Colorado or who own real property and/or personal property in the State of Colorado. Plaintiffs' injuries occurred in Colorado and include, but are not limited to: loss of natural resources, open space, and property damages, including damage to real or personal property or damage from smoke, soot, and ash; evacuation expenses, economic damages, such as losses from impacts on business like activities, past and future loss of income, or lost wages; costs associated with response and recovery, including debris removal, emergency response, or other costs; damages based on soil erosion, and loss of soil stability and productivity; damages related to water contamination including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and/or other losses directly related to and caused by the Aspen Acres Fire.

8. Defendant San Isabel Electric Association, Inc. is a cooperative association filed under Article 58 of Title 7 of the Colorado Revised Statutes (C.R.S.), is a Colorado 'non-profit' Corporation that at all times has conducted business and/or employed labor throughout the State of Colorado. Defendant SIEA committed the tortious wrongdoings as alleged and described more fully herein in Pueblo County and Custer County, Colorado.

JURISDICTION AND VENUE

9. At all relevant times, Plaintiffs resided or owned real property and/or personal property in Pueblo County or Custer County, Colorado. Plaintiffs' claims arise from events or occurrences within Custer County or Pueblo County Colorado, and the damages, losses, and injuries Plaintiffs suffered occurred in Custer County or Pueblo County, Colorado. Plaintiffs' injuries include, but are not limited to: loss of natural resources, open space, and property damages, including damage to real or personal property or damage from smoke, soot, and ash; evacuation expenses; economic damages, such as losses from impacts on business like activities or lost wages; costs associated with response and recovery, including debris removal, emergency response, or other costs; damages based on soil erosion, and loss of soil stability and productivity; damages related to water contamination, including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and/or losses directly related to and caused by the Aspen Acres Fire.

10. This Court has personal jurisdiction over this action pursuant to Colorado Revised Statute Section 13-1-124. (C.R.S. §13-1-124.) Under Section 13-1-124, each Defendant is subject to personal jurisdiction in Colorado because Defendants transact business, have committed, and continue to commit tortious wrongdoings, and each Defendant has caused substantial injury to Plaintiffs in the state of Colorado.

11. This Court has personal jurisdiction over Defendant because, among other things, Defendant SIEA operates in Colorado and regularly conduct business in Colorado.

12. This Court has jurisdiction over the action as a court of general jurisdiction, pursuant to Colo. Const. Art. VI, § 9.

13. Venue is proper in this Court pursuant to Colo. Rule of Civ. Proc. No. 98(a). The injuries to Plaintiffs and Plaintiffs' real property and/or personal property occurred in Pueblo County, Colorado, and Defendants' liability arose in Pueblo County, Colorado. Plaintiffs' injuries include, but are not limited to: loss of natural resources, open space, and property damages, including damage to real or personal property or damage from smoke, soot, and ash; evacuation expenses; economic damages, such as losses from impacts on business like activities or lost wages; costs associated with response and recovery including debris removal, emergency response, and/or other costs; damages based on soil erosion, or loss of soil stability and productivity; damages related to water contamination, including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly related to and caused by the Aspen Acres Fire.

14. Accordingly, this action is properly before the Court pursuant to Colorado Revised Statute Section 13-1-124 and Rule of Civil Procedure No. 98.

STATEMENT OF FACTS

15. On the morning of June 29, 2026, a witness reported seeing a tree leaning on a power line, while another witness videotaped a timber and grass fire burning under and near a powerline in the vicinity of Highway 165 in the Aspen Acres neighborhood of Pueblo, Colorado. The electricity from the powerline ignited a ground and timber fire that came to be known as the "Aspen Acres Fire" (also referred to herein as the “Fire”).

16. In the days before the Fire, residents in the Aspen Acres area witnessed power line related fires, which they fought and were able to extinguish. SIEA had, or should have had, notice of a dangerous condition of the power lines and/or equipment in the area where the Fire occurred.

17. Defendant SIEA at all times owned and operated the powerlines and utility equipment adjacent to Highway 165 near Aspen Acres Road in Pueblo, Colorado.

18. Electric power lines have a documented history of causing fires in Colorado. In October of 2003, strong winds caused a tree to fall into a utility pole. That fire came to be known as the "Overland Fire" and it destroyed twelve homes in Pueblo.

19. On December 30, 2021, sparks from a powerline contributed to the most destructive wildfire in Colorado history to spread. The Marshall Fire destroyed more than 1,000 commercial and residential structures, forced at least 30,000 residents to evacuate, and killed two people.

20. By and through the conduct described herein, Defendants have committed several actionable offenses against Plaintiffs, including, but not limited to, negligence and nuisance. Because of SIEA's corporate policy of putting profits over public safety, Plaintiffs and others like them have had their homes, businesses, ranches, and farms damaged or destroyed, lost income, money, and business, suffered significant expenses and emotional trauma, and will spend years trying to rebuild their lives and livelihoods.

FIRST CAUSE OF ACTION
Inverse Condemnation
(Against All Defendants)

21. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained herein as though fully set forth and brought in this cause of action.

22. Plaintiffs bring this cause of action for Inverse Condemnation against Defendants.

23. SIEA's operation and maintenance of electrical transmission and distribution lines and supporting equipment ("Electrical Systems"), which were a substantial cause of Plaintiffs' damages, are a public improvement for a public use.

24. Article II, § 15 of the Colorado Constitution states:

Private property shall not be taken or damaged, for public or private use, without just compensation. Such compensation shall be ascertained by a board of commissioners, of not less than three freeholders, or by a jury, when required by the owner of the property, in such manner as may be prescribed by law, and until the same shall be paid to the owner, or into court for the owner, the property shall

not be needlessly disturbed, or the proprietary rights of the owner therein divested; and whenever an attempt is made to take private property for a use alleged to be public, the question whether the contemplated use be really public shall be a judicial question, and determined as such without regard to any legislative assertion that the use is public.

25. SIEA's design, development, construction, installation, control, management, maintenance, inspection, ownership, and operation of its Electrical Systems constitutes a public improvement for a public use.

26. On or about June 29, 2026, SIEA's Electrical Systems were a substantial factor in causing and contributing to the spread of the Aspen Acres Fire, which directly, substantially, and legally resulted in the taking of Plaintiffs' private property and deprived them of the use and enjoyment of their property.

27. SIEA owned and substantially participated in the design, planning, approval, construction, and operation of the Electrical Systems and public improvements for the supplying of electricity. SIEA exercised control and dominion over the said Electrical Systems and public improvements as a public project and public benefit.

28. Electricity is a dangerous instrumentality that poses an inherent risk that requires the exercise of increased care and precaution commensurate with and proportionate to that increased danger, so as to make the transport of electricity through the Electrical Systems safe under all circumstances and exigencies posed by the surrounding weather and vegetation to ensure maximum safety under all local conditions in the service area, including the risk of fire.

29. SIEA deliberately designed its Electrical Systems to transport electricity from its powerplant to substations through high-voltage transmission lines for the purpose of providing electricity to the public. This includes SIEA's design of its Electrical Systems with system protection devices, including but not limited to fuses, breakers, and reclosers ("System Protection") to trip and stop the flow of electricity should an electrical overcurrent event occur. The inherent danger in Electricity and SIEA's design of its Electrical Systems materialized in an arcing event that was a substantial factor in causing and contributing to the spread of the Aspen Acres Fire, which damaged Plaintiffs' properties. SIEA deliberately constructed its Electrical Systems to transport electricity from its powerplant to substations through high-voltage transmission lines for the purpose of providing electricity to the public. This includes SIEA's construction of its Electrical Systems with System Protection to trip and stop the flow of electricity should an electrical overcurrent event occur. The inherent danger in SIEA's construction of its Electrical Systems materialized in an arcing/electrical event that caused the

Aspen Acres Fire, which damaged Plaintiffs' property and caused personal injury and damages described in further detail herein.

30. SIEA designed and constructed its Electrical Systems to transport electricity from its powerplant to substations through high-voltage transmission lines for the purpose of providing electricity to the public. Electricity is a dangerous instrumentality and SIEA has a non-delegable duty to perform inspection and maintenance on its Electrical Systems. The inherent danger in SIEA failing to maintain, repair, and/or replace the structural integrity of its Electrical Systems, including the transmission towers, materialized in an arcing/electrical event that caused the Aspen Acres Fire, which damaged Plaintiffs' property.

31. SIEA has the special knowledge and expertise, above that of a layperson, that is required to perform safe structural integrity inspections and maintenance, and other safety inspections at, near, and around its Electrical Systems. Specifically, SIEA performed inspection and maintenance, near and upon the Electrical Systems near the general area of origin of the Aspen Acres Fire in the past and exercised dominion and control over its Electrical Systems.

32. The conduct as described herein was a substantial factor in causing damage to a property interest protected by Article II, § 15 of the Colorado Constitution and permanently deprived Plaintiffs of the use and enjoyment of their property. As a direct result of the taking of their property, Plaintiffs sustained damages in excess of the jurisdictional minimum of this Court.

SECOND CAUSE OF ACTION
Negligence

33. Plaintiffs reallege and incorporate by reference herein each and every allegation contained herein as though fully set forth and brought in this cause of action.

34. Defendants owed Plaintiffs duties of reasonable care in their operations of their property and interactions with Plaintiffs and to refrain from creating an unreasonable risk of harm to Plaintiffs' persons and the surrounding properties in the area.

35. Defendants breached these duties by way of their wrongful conduct against Plaintiffs as alleged and described in detail herein. Defendant SIEA was negligent in its operation of its power lines and equipment in that Defendant unreasonably failed to maintain, monitor, and/or supervise its property in a manner so as to prevent an arcing event from causing a grass and timber fire. Defendant as also negligent in failing to immediately contact law enforcement and fire prevention authorities and in allowing the powerline to continue creating sparks until a passerby called the authorities.

36. Plaintiffs were not comparatively negligent.

37. As a direct and proximate result of the unlawful conduct of Defendants, and each of them, Plaintiffs have suffered special damages, including, but not limited to: damage to real and/or personal property; evacuation expenses, alternative living expenses, and other out-of-pocket expenses; economic damages, such as losses from impacts on business like activities, lost wages, and past and future loss of income; costs associated with response and recovery including debris removal, fire suppression, or other costs; damages based on soil erosion, and loss of soil stability and productivity; damages related to water contamination including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly related to and caused by the Aspen Acres Fire.

38. Plaintiffs have also suffered general damages including, but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress, stress, and other damages to be proven at time of trial.

39. Defendants' negligence, as alleged and described in detail herein, was substantial factor in the cause, origin, and continuation of the Aspen Acres Fire and was a substantial factor in causing Plaintiffs' harm.

40. As a direct and proximate result of Defendants' negligence, Plaintiffs will be prevented or hindered from engaging in certain social and recreational activities normal to their lifestyle prior to this incident and will otherwise be prevented from participating in and enjoying the benefits of a full and complete life.

THIRD CAUSE OF ACTION
Premises Liability

41. Plaintiffs reallege and incorporate by reference herein each and every allegation contained herein as though fully set forth and brought in this cause of action.

42. Defendants were the owners of an easement on/or upon real property in Colorado, at the point of origin of the Aspen Acres Fire and/or were the owners of the electrical infrastructure upon said easement and/or right of way.

43. Defendants, and each of them, failed to properly inspect the real property and/or easement and allowed an unreasonably dangerous condition to exist on said property by failing to properly inspect, maintain, and repair the powerlines and equipment and failing to properly cut, trim, and/or prune vegetation near their lines.

44. Moreover, Defendants had actual knowledge and/or should have known of the risks of harm associated with power utility equipment causing fires. Defendants own power utility equipment caused and contributed to multiple fires in Colorado in the past two decades. Defendants therefore knew of the particular dangers associated with fires and failed to use reasonable care to guard against or warn citizens about the risks of harm.

    a. Trees growing near power lines can cause a fire, as well as an electrical, hazard to anyone in contact with the tree at ground level. Trees don't have to physically touch an energized power line to be dangerous. Electricity can arc from the power line to nearby trees given the right conditions, such as a voltage surge on the line from a nearby lightning strike. This electric current can kill anyone caught near the tree and can cause a fire.

    b. The National Electric Safety Code specifies that power lines be kept specific distances from nearby objects—including trees. The code requires greater clearances for higher voltage lines. For the same safety reasons, transmission line rights of way are wider than for local distribution lines.

    c. Electricity travels on high-voltage power lines high above the ground. However, electricity, like water, seeks the most direct path to the ground through nearby objects. Just like lightning, electric current in a high-voltage power line may seek to reach the ground by jumping, or arcing, to a tall-growing tree. To avoid this, electric company mitigation efforts are designed to maintain a safe distance between its power lines and tree limbs. *The higher the voltage of the power line, the more clearance required.*

    d. To maintain a safe distance between the line and anything that can conduct electricity, electric company mitigation plans must be designed to maintain a clear zone on all sides and below its power lines. Tall growing trees or other tall objects that could fall into a power line must be removed. Heavy winds can blow branches into power lines or trees to fall over onto the lines.

45. As a direct, proximate, and legal result of wrongful acts and/or omissions of Defendants, Plaintiffs suffered, and continue to suffer the injuries and damages as alleged herein. Plaintiffs' injuries include, but are not limited to: damage to real and/or personal property; evacuation expenses, alternative living expenses, and other out-of-pocket expenses; economic damages, such as losses from impacts on business like activities, lost wages, and past and future loss of income; costs associated with response and recovery including debris removal, fire suppression, or other costs; damages based on soil erosion, and loss of soil stability and

productivity; damages related to water contamination including water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly related to and caused by the Aspen Acres Fire.

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

FOURTH CAUSE OF ACTION
Trespass

47. Plaintiffs reallege and incorporate by reference herein each and every allegation contained herein as though fully set forth and brought in this cause of action.

48. At all relevant times, Plaintiffs were owners and in were lawful possession of real property or personal property located in Colorado.

49. Defendant SIEA, by and through individual agents, employees, and affiliates thereto, intentionally took actions which were a substantial factor in the cause, origin, and continuation of the Aspen Acres Fire. Defendants' willful and deliberate mistreatment of its power utility equipment set in motion a chain of events which, in the usual and natural course of events, was likely to invade the properties of others and did in fact invade the properties of others.

50. Plaintiffs did not in any way consent to Defendant's actions that caused the chain of events resulting in unlawful entry onto Plaintiffs' real properties.

51. Defendants actually and proximately caused the Aspen Acres Fire to enter the surrounding properties, including Plaintiffs' real property or personal property. The fire entered Plaintiffs' properties and caused substantial physical damage thereto. Defendants' conduct was a substantial factor in causing each Plaintiffs' harm and was a substantial factor in the cause, origin, and exacerbation of the Aspen Acres Fire.

52. As a direct and proximate result of the unlawful conduct of Defendants, and each of them, Plaintiffs suffered special damages, including, but not limited to: damage to real and/or personal property; evacuation expenses, alternative living expenses, and other out-of-pocket expenses; economic damages, such as losses from impacts on business like activities, lost wages, and past and future loss of income; costs associated with response and recovery including debris removal, fire suppression, or other costs; damages based on soil erosion, and loss of soil stability and productivity; damages related to water contamination including

water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly related to and caused by the Aspen Acres Fire.

53. Plaintiffs also suffered general damages including, but not limited to: shock, embarrassment, physical distress and injury, humiliation, emotional distress, stress, and other damages to be proven at time of trial.

54. Defendants, and each of them, committed the acts herein alleged maliciously, fraudulently, and oppressively in conscious disregard for Plaintiffs' rights. Such acts were committed by and/or ratified by, and/or were committed with knowledge of agents' lack of fitness in the workplace but were allowed to proceed by Defendants, and/or their officers, directors, and/or managing agents, and each of them. Plaintiffs are therefore entitled to recover punitive damages from Defendants in an amount according to proof at trial.

55. As a result of Defendants' conduct, and each of them, Plaintiffs were forced to retain an attorney in order to protect their rights. Accordingly, Plaintiffs therefore seek the reasonable attorneys' fees and costs incurred in this litigation in an amount according to proof.

FIFTH CAUSE OF ACTION
Private Nuisance

56. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though the same were set forth herein in full.

57. Plaintiffs own and/or occupy property at or near the site of the Aspen Acres Fire. At all relevant times herein, Plaintiffs had a right to occupy, enjoy, and/or use their property without interference by Defendants.

58. Defendants' actions, conduct, omissions, negligence, trespass, and/or failure to act resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs property, invaded the right to use Plaintiffs' property and interfered with the enjoyment of Plaintiffs' property causing Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance.

59. As a direct and proximate result of the conduct of Defendants, Plaintiffs sustained loss and damage, including but not limited to damage to property, discomfort, annoyance and/or emotional distress, the amount of which will be proven at trial.

60. As a further direct and proximate result of the conduct of Defendants, Plaintiffs seek the reasonable cost of repair or restoration of the property to its original condition and/or loss-of-use damages to the extent allowable under Colorado law.

SIXTH CAUSE OF ACTION

Loss of Consortium

61. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained above as though the same were set forth herein in full.

62. Married Plaintiffs suffered bodily injury and severe emotional distress, medical and rehabilitative expenses, loss of enjoyment of life, loss of income and earning capacity, temporary and permanent disability as a result of the Aspen Acres Fire.

63. Married Plaintiffs spouses suffered loss of companionship, loss of enjoyment of life, loss of services and consortium as a result of the injuries to their spouse.

64. Married Plaintiffs are entitled to damages for loss of consortium.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows, and seek the following relief:

A. That the Court enter judgment against Defendants for each of the causes of action alleged against them;

B. Loss of income and goodwill, loss of wages and/or earning capacity, and/or related expenses, including, but not limited to, alternative living expenses and losses associated with days of work missed by Plaintiffs as a result of the Subject Incident;

C. For all medical expenses and costs;

D. For all civil, statutory, and other penalties, as applicable;

E. For all recoverable compensatory, consequential, treble, and/or statutory damages in the maximum amount permitted by law or other equitable monetary relief plus pre- and post-judgment interest thereon;

F. For incidental damages according to proof;

G. For general, special, and actual damages according to proof;

H. For injury for mental and emotional distress and pain and suffering according to proof;

I. For loss of consortium damages;

J. For costs of suit incurred herein;

K. Attorneys' fees, expert fees, consultant fees and litigation costs and expenses, as allowed under Colorado law;

L. For all recoverable compensatory, consequential, actual, special, general, and statutory damages in the maximum amount permitted by law;

M. For medical monitoring of future injuries from emotional trauma and smoke inhalation and toxic exposures;

N. For costs and pre- and post-judgment interest on all sums collected;

O. For such other and further legal/equitable relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs individually demand trial by jury on each and every triable issue.

Date: July 27, 2026

Respectfully submitted,

/s/ James W. Avery
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