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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF VENTURA

11	JIM'S HONEY FARM, LLC, a California)	Case No.
12	limited liability company,)	
13		)	COMPLAINT
14	Plaintiff,)	
15	vs.	)	1. Negligence
16		)	2. Public Nuisance
17		)	3. Private Nuisance
18	SOUTHERN CALIFORNIA EDISON	)	4. Trespass
19	COMPANY, a California public utility	)	5. Violation of Cal. Food & Ag. Code
20	corporation, and DOES 1 – 50, inclusive,	)	§29312
21		)	6. Private Right of Action Pursuant to
22	Defendants.	)	Public Utilities Code §2106
23		)	7. Violation of Health & Safety code
24		)	§13007
25)	
26)	
27)	
28)	

Plaintiff alleges as follows:

A. PARTIES

1. At all times material herein, plaintiff has been a resident of Kern County, California.
2. Plaintiff is informed and believes and thereon alleges that at all times material herein defendant SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") is a public utility corporation conducting business within the State of California, having its principal place of business in an unknown county, and conducting business in Kern County, California.
3. Plaintiff is informed and believes and thereon alleges that at all times material herein SCE

S-110

1 has been both an "Public Utility" and a "Electrical Corporation" pursuant to, respectively, Public Utilities
2 Code §§216(a) and 218(a).

3 4. Plaintiff is informed and believes and thereon alleges that at all times material herein SCE
4 is in the business of providing electricity to residents and businesses of Central, Coastal, and Southern
5 California throughout a network of transmission and distribution lines. Plaintiff is informed and believes
6 and thereon alleges that as part of its business of supplying electricity to the public, SCE installed,
7 constructed, built, maintained, and/or operated overhead powerlines, together with supporting poles and
8 appurtenances, for the purpose of conducting electricity.

9 5. Plaintiff is informed and believes and thereon alleges that SCE is responsible for
10 maintaining vegetation near, around, and in proximity to SCE's electrical equipment in compliance with
11 State and Federal Regulations, including among other Public Resource Code §§4292 and 4293, California
12 Public Utilities Commission ("CPUC") General Order Nos. 95 and 165.

13 6. Plaintiff does not know the true names and capacities of defendants sued herein as Does
14 1 - 50, inclusive, and therefore sues such defendants by such fictitious names. Plaintiff is informed and
15 believes and thereon alleges that each fictitiously named defendant is legally responsible in some manner
16 for the damages alleged herein. Plaintiff will amend this complaint to allege the true names and capacities
17 of these defendants when ascertained.

18 7. Plaintiff is informed and believes and thereon alleges that each of these defendants,
19 whether fictitiously named or named, is the agent or employee of each other defendant, whether named
20 or fictitiously named, in doing the things alleged herein, was acting within the course and scope of such
21 agency and authority, and ratified and consented to the conduct of each other defendant.

22 8. For the purposes of this complaint, whenever reference is made to "defendants," such
23 reference shall be read to include all named and fictitiously named defendants, unless otherwise
24 specifically stated to the contrary.

25 **B. JURISDICTION AND VENUE**

26 9. Under Code of Civil Procedure section 410.10, the State of California may exercise
27 personal jurisdiction over all potential defendants on the basis of residency within the State, or over the
28 non-resident defendants because their conduct of business within the State of California was the basis

1 for their tortious conduct, and by virtue of their having committed the allegedly tortious conduct within
2 the State.

3 10. Pursuant to Code of Civil Procedure §395(a), this action is appropriately venued in the
4 Ventura County, the county where the tortious conduct occurred.

5 **C. THE THOMAS FIRE**

6 11. Plaintiff is informed and believes and thereon alleges that on or about December 4, 2017,
7 a fire started north of Santa Paula, California, near Steckel Park and south of Thomas Aquinas College.
8 This fire became known as the Thomas Fire.

9 12. Plaintiff is informed and believes and thereon alleges that the Thomas Fire started when
10 power lines, transformers, conductors, poles, insulators, recloser, and/or other electrical equipment
11 constructed, owned, operated, managed, and/or maintained by SCE ("SCE Equipment") fell down, broke,
12 failed, sparked, exploded, and/or came into contact with vegetation as a result of SCE's failure to adhere
13 to mandated safety practices and disregard for the foreseeable risks associated with SCE's infrastructure.

14 13. Plaintiff is informed and believes and thereon alleges that approximately 30 minutes after
15 the Thomas Fire started, a second fire was ignited about four miles to the north in Upper Ojai at the top
16 of Koenigstein Road. Plaintiff is informed and believes and thereon alleges that this second fire was
17 ignited when SCE Equipment fell down, broke, failed, sparked, exploded, and/or came into contact with
18 vegetation as a result of SCE's failure to adhere to mandated safety practices and disregard for the
19 foreseeable risks associated with SCE's infrastructure. Plaintiff is informed and believes and thereon
20 alleged that this second fire spread rapidly due to strong Santa Ana winds and merged into the Thomas
21 Fire later in the night of December 4, 2017.

22 14. Plaintiff is informed and believes and thereon alleges that the Thomas fire spread quickly
23 on account of strong Santa Ana winds and dry vegetation created by years of drought conditions in
24 Southern California. At its height, the Thomas Fire was powerful enough to generate its own weather,
25 qualifying it as a firestorm. At times, the Thomas Fire advanced at a rate of one acre per second. The
26 Thomas Fire ultimately spread to and burned more than 281,000 acres, destroying more than 1,600
27 structures, and damaging more than 280 others. The Thomas Fire caused widespread evacuations, power
28 outages, and road closures.

1 15. Plaintiff is informed and believes and thereon alleges that, although mandated to do so,
2 SCE failed to identify, inspect, manage, and/or control vegetation growth near SCE Equipment, which
3 created a foreseeable danger of trees and/or other vegetation coming into contact with SCE power/lines
4 and/or other electrical equipment and causing electrical problems, including among others ignition of
5 fires.

6 16. Plaintiff is informed and believes and thereon alleges that SCE failed to construct,
7 manage, track, monitor, maintain, operate, replace, repair, and/or improve SCE Equipment in a safe
8 manner.

9 17. Plaintiff is informed and believes and thereon alleges that SCE knew or reasonably should
10 have known that its infrastructure was aging, unsafe, in varying states of disrepair, in need of repair and
11 maintenance, likely to cause fires, and/or vulnerable to environmental conditions.

12 18. Plaintiff is informed and believes and thereon alleges that SCE knew or reasonably should
13 have known there was a significant risk of wildfires and other disasters that could result from SCE's
14 ineffective vegetation management, failure to maintain equipment, and aging infrastructure.

15 19. Plaintiff is informed and believes and thereon alleges that SCE had the ability to
16 temporarily de-energize its electrical facilities in times of elevated fire risk in order to protect the safety
17 of the communities it served. Plaintiff is informed and believes and thereon alleges that SCE ignored the
18 "Red Flag Warning" issued by the National Weather Service on December 4, 2017, which stated in part:
19 "This will likely be the strongest and longest duration Santa Ana wind event we have seen so far this
20 season. If fire ignition occurs, there will be the potential for very rapid spread...and extreme fire
21 behavior."

22 20. Plaintiff is informed and believes and thereon alleges that SCE did not de-energize its
23 facilities to minimize the risk of fire and promote public safety.

24 21. SCE had a duty to maintain SCE Equipment and infrastructure properly and ensure
25 surrounding trees and vegetation were trimmed and kept at a safe distance from SCE Equipment. Plaintiff
26 is informed and believes and thereon alleges that SCE knowingly operated aging, overloaded, and/or
27 improperly maintained SCE Equipment and infrastructure. Plaintiff is informed and believes and thereon
28 alleges that aged, overloaded, and/or improperly maintained SCE Equipment and infrastructure had

1 | caused fires before, and that SCE has been sanctioned on numerous occasions for such violations before
2 | the Thomas Fire started.

3 | 22. At all relevant times, SCE had a non-transferable and non-delegable duty to properly
4 | inspect, repair, maintain, manage, own, and/or operate the SCE Equipment and its infrastructure. SCE
5 | also had a duty to keep vegetation properly trimmed and maintained to prevent foreseeable contact with
6 | the SCE Equipment.

7 | 23. Further SCE had an obligation to comply with, e.g., Code of Civil Procedure §733, Public
8 | Resources Code §§4292, 4293, and 4435, Public Utilities Code §451, Health and Safety Code §§ 13001,
9 | 13007, and 13009, and Public Utilities Commission Order 95, Rules 31.1 and 31.2, and related federal
10 | and state laws.

11 | **D. PLAINTIFF'S LOSSES.**

12 | 24. Plaintiff is a commercial bee farmer.

13 | 25. The standard commercial honeybee hive is a complex community, made up of 30,000
14 | to 40,000 bees.

15 | 26. The vast majority of bees within a hive are the unfertile female bees known
16 | as "workers." Workers run the hive, feed and clean the queen, gather nectar, pollen, and water, cool
17 | or heat the hive, as needed, feed developing larvae, and make the beeswax they use to build all the
18 | hive's cells. During the peak of the season, a worker will live only six weeks before she dies from
19 | exhaustion.

20 | 27. There are only a few hundred male or "drone" bees in a hive. Drones are not working
21 | bees – their sole purpose is to mate with the queen, which rarely occurs. When a queen goes on her
22 | mating flights high up in the air, only the strongest males will mate with the queen and then die.
23 | Drones that do not mate with the queen are forcibly evicted from the hive by the workers.

24 | 28. At the heart of the hive is its queen, the sole female bee with fully developed
25 | reproductive organs. In the height of the season, the queen can produce 1,500 eggs in a single day.

26 | 29. The existence of the hive depends upon a healthy queen bee.

27 | 30. The development of a bee colony follows an annual cycle of growth that begins in
28 | spring with a rapid expansion of the brood nest, as soon as pollen is available for feeding larvae. Some

1 production of brood may begin as early as January, even in a cold winter, but breeding accelerates
2 towards a peak in May, producing an abundance of harvesting bees synchronized to the main nectar
3 flow. Plaintiff, like many beekeepers, takes steps to ensure that its colonies achieve a maximum
4 population of harvesters at exactly the right time.

5 31. To ensure Plaintiff had the maximum population of healthy harvesters for the 2018
6 production season, Plaintiff moved its strongest and most productive hives to Ventura, Santa Paula, and
7 Ojai to rest, rejuvenate, and brood so that these stronger, more productive hives could be used to
8 strengthen other less productive weaker hives. Plaintiff selected these specific locations because they
9 provided ideal climate and surroundings for such purposes.

10 32. In addition to hives, Plaintiff also kept and used frames, cleats, top lids, feeder pails,
11 pallets, and other materials and equipment necessary to the maintenance of hives in Ventura, Santa Paula
12 and Ojai ("Hive Materials").

13 33. Plaintiff stored and maintained hives in Ventura as follows (collectively, "Ventura
14 Hives"):

- 15 a. North Wells, 384 hives
- 16 b. Coast Ranch, 448 hives
- 17 c. Rancho Casitas, 256 hives
- 18 d. Ojai Land Conservancy, 384
- 19 e. Neuman Ranch, 384 hives
- 20 f. Casitas Springs, 192 hives
- 21 g. Wheeler Canyon, 192 hives
- 22 h. Santa Paula, 128 hives

23 34. Plaintiff stored and maintained hives in Santa Paula as follows (collectively, "Santa Paula
24 Hives"):

- 25 a. Highway 150, 576 hives
- 26 b. Highway 150 (Vuocola), 192 hives

27 35. Plaintiff stored and maintained hives in Ojai as follows (collectively, "Ojai Hives"):

- 28 a. Ojai Conservancy, 192 hives

1 Equipment to prevent fire at all times; (4) failing to deenergize SCE Equipment during fire prone
2 conditions; and (5) failing to properly train and supervise employees and agents responsible for
3 maintenance, inspection, repair, replacement, operation, and/or monitoring of SCE Equipment and/or
4 vegetation surrounding SCE Equipment.

5 44. Plaintiff is informed and believes and thereon alleges that on or about December 4, 2017,
6 and as a result of defendants' breaches of duties discussed above, defendants caused the start and
7 continuation of the Thomas Fire.

8 45. Defendants' negligent and careless acts and failures to act includes but is not limited to
9 violations of, among others, California Public Resources Code, Sections 4293 and 4435, California
10 Health and Safety Code, Sections 13001, 13007, and 13009, Public Utilities Commission, Order 95, Rules
11 31.1 and 31.2, and related federal and state laws.

12 46. As a direct and proximate result of defendants' acts and/or omissions, plaintiff has
13 suffered loss, damage, harm, and/or injury in an amount to be proven at trial but believed to be excess of
14 this Court's jurisdictional minimum.

15 **SECOND CAUSE OF ACTION**

16 **(Public Nuisance)**

17 47. Plaintiff refers to and incorporates paragraphs 1 – 39, inclusive.

18 48. At all relevant times, plaintiff had a right to occupy, enjoy, and/or use the Subject
19 Properties without interference by defendants.

20 49. Defendants, and each of them, owed a non-transferable, non-delegable duty to the public,
21 including plaintiff, to install, own, operate, use, control, and/or maintain the SCE Equipment and
22 infrastructure, as well as adjacent vegetation, in proximity to the SCE Equipment in a manner that did not
23 threaten harm or injury to the public welfare.

24 50. Defendants, by acting and/or failing to act as alleged herein, created a condition that was
25 harmful to the health of the public, including plaintiff, and created a fire hazard and other potentially
26 dangerous conditions, including in and around the Subject Properties, which interfered with plaintiff's
27 comfortable occupancy, use, and/or enjoyment of the Subject Properties.

28 51. Plaintiff did not expressly or impliedly consent to the acts and/or omissions of defendants.

1 52. The hazardous condition created by and/or permitted by defendants affected a substantial
2 number of people within the general public, including plaintiff.

3 53. A reasonable, ordinary person would be annoyed or disturbed by the conditions created
4 by defendants and the resulting Thomas Fire.

5 54. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
6 including plaintiff, outweighs the social utility of defendants' conduct.

7 55. The individual and/or collective conduct of defendants set forth above that resulted in the
8 Thomas Fire is not an isolated incident but is ongoing and/or a repeated course of conduct, and
9 defendants' prior conduct and/or failures have resulted in other fires and damage to the public.

10 56. The unreasonable conduct of defendants is a direct and legal cause of the harm, injury,
11 and/or damage to the public, including plaintiff.

12 57. As a direct and legal result of defendants' conduct, plaintiff suffered harm that is different
13 from the type of harm suffered by the general public, including among others, loss approximately 3,840
14 hives of bees, loss of Hive Materials, and loss of the entire use of the Subject Properties for bee storage,
15 rejuvenation, development, and incidental purposes for a period of time presently unknown, but perhaps
16 as long as 20 years if not indefinitely, because the Subject Properties' vegetation was burned and
17 destroyed, and left with no economic value to plaintiff.

18 58. Defendants have individually and/or collectively failed and refused to conduct proper
19 inspections and maintenance of SCE Equipment and the vegetation adjacent to and surrounding SCE
20 Equipment in order to ensure the safe delivery of electricity to the public, which exposed every member
21 of the public to a foreseeable danger of personal injury, death, and/or loss or destruction of real and
22 personal property.

23 59. Defendants' conduct constitutes a public nuisance within the meaning of Civil Code
24 §§3479, Public Resources Code §§4104 and 4170, and Code of Civil Procedure §731. Pursuant to Civil
25 Code §3493, plaintiff has standing to maintain an action for public nuisance because the nuisance is
26 especially injurious to plaintiff in that it unreasonably interferes with plaintiff's comfortable use of the
27 Subject Properties and/or unlawfully interferes with the free use, in the customary manner, of the Subject
28 Properties.

1 upon plaintiff's property rights and interests.

2 69. Plaintiff did not grant permission for defendants to cause the Thomas Fire, or to allow the
3 Thomas Fire to spread to and enter upon the Subject Properties, resulting in harm, injury, and damage as
4 alleged herein.

5 70. As a direct and proximate result of defendants' acts and/or omissions, plaintiff has
6 suffered loss, damage, harm, and/or injury in an amount to be proven at trial but believed to be excess of
7 this Court's jurisdictional minimum.

8 71. In doing the actions and/or omissions that injured plaintiff, plaintiff's hives, Hive
9 Materials, and plaintiff's use of the Subject Properties, as discussed above, defendant acted willfully and
10 in conscious disregard for humanity and plaintiff's rights. Therefore, plaintiff demands punitive damages
11 against defendants according to proof pursuant to Civil Code §§3294 and 3340.

12 **FIFTH CAUSE OF ACTION**

13 **(Violation of Cal. Food & Agric. Code §29312)**

14 72. Plaintiff refers to and incorporates paragraphs 1 – 39, and 42, inclusive.

15 73. At all relevant times, plaintiff was the owner and person lawfully in possession of the
16 hives and Hive Materials located at the Subject Properties.

17 74. As set forth above, defendants, and each of them willfully killed or destroyed plaintiff's
18 hives located at the Subject Properties.

19 75. Plaintiff did not consent to the killing or destroying of its hives located at the Subject
20 Properties.

21 76. Defendants' killing and destruction of the hives located at the Subject Properties was
22 wrongful.

23 77. As a direct and proximate result of defendants' acts and/or omissions, plaintiff has
24 suffered loss, damage, harm, and/or injury in an amount to be proven at trial but believed to be excess of
25 this Court's jurisdictional minimum.

26 78. As a further direct and proximate result of defendants' conduct, plaintiff seeks an amount
27 of damages that is treble the value of the hives at the time of the killing or destruction of the hives, plus
28 an amount of money that is fair compensation for the time and money properly expended by plaintiff in

1 recovering or replacing the hives pursuant to Cal. Food & Agriculture Code §29312.

2 **SIXTH CAUSE OF ACTION**

3 **(Private Right of Action Pursuant to Public Utilities Code §2106)**

4 79. Plaintiff refers to and incorporates paragraphs 1 – 39, inclusive.

5 80. Public Utilities Code §2106 creates a private right of action against “[a]ny public utility
6 which does, cause to be done, or permits any act, matter, or thing prohibited or declared unlawful, or
7 which omits to do any act, matter or thing required to be done, either by Constitution, any law of this
8 State, or any order or decision of the commission...”

9 81. As a Public Utility, SCE at all times herein had a duty to properly design, construct,
10 operate, maintain, inspect, monitor, and manage the SCE Equipment and infrastructure as well as the
11 surrounding and adjacent vegetation in compliance with all relevant provisions of applicable orders,
12 decisions, directions, rules, or statutes, including among others (1) General Order No. 95, Rules 31.1-
13 31.5, 35, 38, 43, 43.2, 44.1-44.4, 48, and 48.1, (2) General Order No. 165, (3) Public Resources Code
14 §§4292, 4293, and 4435, (4) Public Utilities Code §4511, and (5) Code of Civil Procedure §733.

15 82. Defendants violated the above by, among others, (1) failing to comply with applicable
16 statutory, regulatory, industry, and/or professional standards of care; (2) failing to timely and properly
17 maintain, repair, replace, manage, inspect, and/or monitor the SCE Equipment; (3) failing to timely and
18 properly maintain, manage, inspect, and/or monitor the vegetation surrounding SCE Equipment to
19 prevent fire at all times; (4) failing to deenergize SCE Equipment during fire prone conditions; and (5)
20 failing to properly train and supervise employees and agents responsible for maintenance, inspection,
21 repair, replacement, operation, and/or monitoring of SCE Equipment and/or vegetation surrounding SCE
22 Equipment.

23 83. As a direct and proximate result of defendants’ acts and/or omissions, plaintiff has
24 suffered loss, damage, harm, and/or injury in an amount to be proven at trial but believed to be excess of
25 this Court’s jurisdictional minimum.

26 84. In doing the actions and/or omissions’ that injured plaintiff and plaintiff’s hives as
27 discussed above, defendant acted willfully and in conscious disregard for humanity and plaintiff’s rights.
28 Therefore, plaintiff demands punitive damages against defendants according to proof pursuant to Civil

1 Code §§3294 and 3340, and Public Utilities Code §2106.

2 **SEVENTH CAUSE OF ACTION**

3 (Violation of Health & Safety Code §13007, Et Seq.)

4 85. Plaintiff refers to and incorporates paragraphs 1 – 39, and 42, inclusive.

5 86. At all relevant times, plaintiff was the owner and person lawfully in possession of the
6 hives and Hive Materials located at the Subject Properties.

7 87. As discussed above, defendants, either personally or through another, willfully,
8 negligently, of in violation of law, set fire to, allowed the fire to be set to, or allowed a fire kindled or
9 attended to defendants to escape to the Subject Properties.

10 88. As a direct and proximate result of defendants' acts and/or omissions, plaintiff has
11 suffered loss, damage, harm, and/or injury in an amount to be proven at trial but believed to be excess of
12 this Court's jurisdictional minimum.

13 89. In doing the actions and/or omissions that injured plaintiff, plaintiff's hives, Hive
14 Materials, and plaintiff's use of the Subject Properties, as discussed above, defendant acted willfully and
15 in conscious disregard for humanity and plaintiff's rights. Therefore, plaintiff demands punitive damages
16 against defendants according to proof pursuant to Civil Code §§3294 and 3340.

17 WHEREFORE, plaintiff prays for judgment against defendants as follows:

18 As to the All Causes of Action:

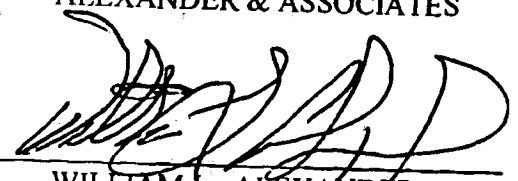
- 19 1. For damages in a sum according to proof;
- 20 2. For punitive damages, according to proof under the Third, Fourth, Sixth, and Seventh
21 Causes of Action;
- 22 3. For an order permanently enjoining defendants from continued violations of (1) General
23 Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, 48, and 48.1, (2) General Order
24 No. 165, (c) Public Resources Code §§4292, 4293, and 4435, and (d) Public Utilities Code
25 §4511;
- 26 4. For an order directing defendants to abate the existing and continuing nuisance described
27 herein;
- 28 5. For prejudgment interest at the legal rate;

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- 6. For allowable, reasonable attorneys' fees;
- 7. For costs of suit herein incurred; and
- 8. For such other and further relief as the court may deem proper.

Dated: November 29, 2018

ALEXANDER & ASSOCIATES

By: 
WILLIAM L. ALEXANDER
Attorneys for plaintiff