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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF VENTURA

CALIFORNIA DEPARTMENT OF FORESTRY  
 AND FIRE PROTECTION,

Plaintiff,

v.

SOUTHERN CALIFORNIA EDISON COMPANY, a  
 California Corporation, and DOES 1-50,  
 INCLUSIVE,

Defendants.

Case No.

COMPLAINT FOR FIRE COST  
 RECOVERY

[Health & Safety Code, §§ 13009, 13009.1]

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1 Plaintiff, the California Department of Forestry and Fire Protection (Plaintiff or CAL FIRE)  
2 alleges as follows:

### 3 INTRODUCTION

4 1. CAL FIRE brings this action under Health and Safety Code sections 13009 and  
5 13009.1, and various other provisions of the Public Resources and Health and Safety Codes, to  
6 recover fire suppression, investigation, administrative, accounting, and collection costs, totaling  
7 not less than \$71,044,875.21, incurred as a result of a fire widely known as the Thomas Fire that  
8 ignited December 4, 2017 (the Thomas Fire). CAL FIRE also seeks recovery of expert fees,  
9 reasonable attorney fees, and costs pursuant to Code of Civil Procedure section 1021.8, and pre-  
10 judgment interest under Civil Code section 3287. The Thomas Fire began with two separate  
11 ignitions, referred to herein as the Initial Thomas Fire and the Koenigstein Fire, which merged  
12 into one. Through their negligence and law violations, the defendants, and each of them, started  
13 both the Initial Thomas Fire and the Koenigstein Fire, and allowed them to merge into the  
14 Thomas Fire and spread, as more fully alleged below.

### 15 PARTIES

16 2. CAL FIRE is, and at all times herein was, a state agency created within the California  
17 Natural Resources Agency. (Pub. Resources Code, § 701.) CAL FIRE is responsible for  
18 providing fire protection, fire prevention, maintenance, and enhancement of the state's forest,  
19 range, and brushland resources, contract fire protection, associated emergency services, assistance  
20 in civil disasters and other non-fire emergencies, and for enhancing and enforcing forest and fire  
21 laws. (Pub. Resources Code, §§ 713, 714.) CAL FIRE is authorized to file suit pursuant to  
22 Government Code section 945.

23 3. The defendants are "persons" within the meaning of Health and Safety Code section  
24 19 and Public Resources Code section 4101.

25 4. Plaintiffs are informed and believe, and on that basis allege, that defendant Southern  
26 California Edison Company (SCE) is a California corporation whose principal place of business  
27 is in Rosemead, California. Plaintiffs are informed and believe, and on that basis allege, that at  
28 all times relevant to this complaint, SCE owned and operated the power lines that arced and

1 dropped hot material into vegetation igniting both the Initial Thomas Fire and the Koenigstein  
2 Fire, as alleged in more detail below.

3 5. The true names and capacities of defendants Does 1 through 20, inclusive, whether  
4 corporate, individual, or otherwise, are unknown to CAL FIRE, which therefore sues such  
5 defendants by fictitious names. CAL FIRE will seek leave of court to amend this complaint to  
6 show their true names and capacities when they have been ascertained. On information and  
7 belief, the Doc defendants, and each of them, are connected to and responsible for the acts  
8 complained of herein.

9 6. CAL FIRE is informed and believes, and thereon alleges, that, at all times relevant  
10 herein, each of the defendants was the agent and/or employee of, and/or engaged in a joint  
11 venture with, each of the remaining defendants, and in doing the acts alleged herein, was acting  
12 within the course and scope of such agency, employment, or joint venture.

#### 13 VENUE

14 7. Venue is proper in Ventura County because the Thomas Fire burned in, and CAL  
15 FIRE incurred costs in, Ventura County, giving rise to obligations and liability herein alleged  
16 against each defendant, and because defendants reside in, manage own, operate, possess, or lease  
17 property in, do business in, and/or employ agents or employees within Ventura County.

#### 18 GENERAL ALLEGATIONS

19 8. Arcing is a known cause of fires. When arcing occurs over a receptive fuel bed, it is  
20 foreseeable that it may cause a fire.

21 9. CAL FIRE makes the allegations of this paragraph on information and belief. On  
22 December 4, 2017, in two separate locations, electrical power transmission lines owned, operated,  
23 and maintained by Defendant SCE (Power Lines) created electrical arcs by contacting each other,  
24 separating from related equipment, or otherwise. The arcing from the Power Lines melted  
25 portions of the Power Lines, casting hot material, including but not necessarily limited to molten  
26 metal and/or sparks, into a receptive fuel bed of dried grasses below the Power Lines, igniting the  
27 Initial Thomas Fire and the Koenigstein Fire. As a direct, foreseeable, and proximate  
28 consequence of the negligence and violations of law described in this complaint, the Thomas Fire

1 burned more than 280,000 acres in Ventura and Santa Barbara Counties. The Thomas Fire  
2 burned out of defendants' control, onto property they did not own, and damaged or destroyed  
3 property owned by other parties.

4 10. CAL FIRE is informed and believes, and thereon alleges, that SCE installed,  
5 controlled, operated, and/or maintained the Power Lines and associated devices, poles, and  
6 equipment described herein at all relevant times. CAL FIRE is informed and believes, and  
7 thereon alleges, that each other defendant participated in the installation, inspection, control,  
8 operation, and/or maintenance of the Power Lines and associated devices, poles, and equipment  
9 pursuant to an agency, contract, service, employment and/or joint venture relationship with SCE.

10 11. CAL FIRE is informed and believes, and thereon alleges, that the first fire, described  
11 herein as the Initial Thomas Fire, ignited in Anlauf Canyon at approximately 6:17 p.m. on  
12 December 4, 2017 when two Power Lines came into contact with, or came so close to each other,  
13 that they caused an electrical arc that melted portions of the Power Lines, casting hot material,  
14 including but not necessarily limited to molten metal and/or sparks, into a receptive fuel bed of  
15 dried grasses, igniting flames that became the Initial Thomas Fire, which later merged with the  
16 Koenigstein Fire.

17 12. CAL FIRE is informed and believes, and thereon alleges, that the second fire, known  
18 as the Koenigstein Fire, ignited near Koenigstein Road at approximately 7:30 p.m. on December  
19 4, 2017, when an energized Power Line that was poorly designed, manufactured, maintained  
20 and/or inspected, separated near an SCE insulator on a power pole, falling to the ground while  
21 energized, causing a separation arc that melted a portion of the Power Line, ejecting molten metal  
22 particles and/or sparks onto a receptive fuel bed of dry vegetation, igniting the Koenigstein Fire,  
23 which later merged with the Initial Thomas Fire.

24 13. SCE has admitted, in its Form 10-Q filed with the Securities and Exchange  
25 Commission on October 30, 2018, that it "believes that its equipment was associated with [the]  
26 ignition" of the Koenigstein Fire.

27 14. Defendants were suppliers of electricity to members of the public at all times relevant  
28 to this complaint. In that capacity, defendants installed, constructed, built, maintained, and/or

1 operated Power Lines in mountainous land, or forest-covered land, brush-covered land, or grass-  
2 covered land for the purpose of conducting electricity for delivery to the public, and had a duty to  
3 meet all obligations under Public Resources Code sections 4421 and 4422, and General Order 95.

4 15. Defendants, and each of them, failed to properly install, operate, maintain, and/or  
5 inspect the Power Lines and/or associated devices, poles, and equipment so as to mitigate or  
6 remove the reasonably foreseeable fire hazard they presented.

7 16. CAL FIRE makes the allegations of this paragraph on information and belief. As a  
8 direct, foreseeable, and proximate consequence of defendants' failure to properly install, operate,  
9 and/or maintain the Power Lines, associated devices, poles, and equipment, defendants' Power  
10 Lines, associated devices, poles, and equipment created conditions that set a fire or allowed a fire  
11 to be set, including, but not necessarily limited to, two of the electrical conductors contacting  
12 each other, and creating molten metal and/or sparks that fell into the dried grasses below, igniting  
13 the Thomas Fire.

14 17. The Initial Thomas Fire and Koenigstein Fire spread from their areas of origin,  
15 merged, and burned more than 280,000 acres of third parties' land in Ventura and Santa Barbara  
16 Counties.

17 18. As alleged herein, defendants, and each of them, set the Thomas Fire or allowed the  
18 Thomas Fire to be set negligently and in violation of the law, including but not limited to Public  
19 Resources Code sections 4421 and 4422, Health and Safety Code section 13001, and General  
20 Order 95, and allowed the fire to escape control and to burn public and private property.

21 19. As a direct, foreseeable, and proximate consequence of the Thomas Fire, CAL FIRE,  
22 acting by and through its firefighting units, incurred reasonable costs of not less than  
23 \$71,044,875.21 to suppress the Thomas Fire, and for investigation, administrative, accounting,  
24 and collection activities. As of the time of filing this complaint, CAL FIRE has incurred and will  
25 continue to incur additional administrative, collection, and litigation costs as a result of the  
26 Thomas Fire.

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1 equipment. Defendants have superior access to information concerning the precise cause of the  
2 events leading to the Thomas Fire and CAL FIRE did not cause or contribute to the events that  
3 created the harm alleged in this complaint. Defendants' negligence may, accordingly, be inferred  
4 from the general facts alleged in this complaint.

5 26. Defendants' violations of law identified below were a direct, foreseeable, actual, and  
6 legal cause of the Thomas Fire, and thus defendants were also negligent *per se*.

7 27. Because defendants, and each of them, negligently set the Thomas Fire and/or  
8 negligently allowed the Thomas Fire to be set and cause the harm alleged in this complaint,  
9 defendants, and each of them, are liable for CAL FIRE's suppression, investigation,  
10 administrative, accounting, and collection costs arising as a direct, foreseeable, and proximate  
11 consequence of the Thomas Fire as herein alleged pursuant to Sections 13009 and 13009.1.

12 **B. Violation of Law - Public Resources Code sections 4421 and 4422**

13 28. CAL FIRE is informed and believes, and thereon alleges, that defendants, and each of  
14 them, caused fire to be set to brush or other flammable material on land that is not under  
15 defendants' legal control without the permission of the owner, lessee, or agent of the owner or  
16 lessee of the land in violation of Public Resources Code section 4421.

17 29. CAL FIRE is informed and believes, and thereon alleges, that defendants, and each of  
18 them, allowed the Thomas Fire, kindled by them, to escape from their control and to spread to the  
19 land of persons other than the land from which the fire originated in violation of Public Resources  
20 Code section 4422.

21 30. Because defendants, and each of them, violated Public Resources Code sections 4421  
22 and 4422 directly, foreseeably, and proximately causing CAL FIRE to incur suppression,  
23 investigation, administrative, accounting, and collection costs arising from the Thomas Fire as  
24 alleged herein, defendants, and each of them, are liable to CAL FIRE for those costs pursuant to  
25 Sections 13009 and 13009.1.

26 **C. Violation of Law - Health & Safety Code section 13001**

27 31. Health and Safety Code section 13001 provides, that "[c]very person is guilty of a  
28 misdemeanor who, through careless or negligent action, throws or places any lighted cigarette,

1 cigar, ashes, or other flaming or glowing substance, or any substance or thing which may cause a  
2 fire, in any place where it may directly or indirectly start a fire, or who uses or operates a welding  
3 torch, tar pot or any other device which may cause a fire, who does not clear the inflammable  
4 material surrounding the operation or take such other reasonable precautions necessary to insure  
5 against the starting and spreading of fire.”

6 32. CAL FIRE is informed and believes, and thereon alleges, that defendants, and each of  
7 them, operated the Power Lines and their associated devices, poles, and equipment in a manner  
8 that could and did place a glowing or flaming substance in a place where it caused a fire. The  
9 Power Lines and their associated devices, poles, and equipment were devices that may cause a  
10 fire, and defendants used or operated them without taking reasonable precautions necessary to  
11 insure against the starting and spreading of fire as alleged herein.

12 33. Because defendants, and each of them, violated Health and Safety Code section  
13 13001, directly, foreseeably, and proximately causing CAL FIRE to incur suppression,  
14 investigation, administrative, accounting, and collection costs arising from the Thomas Fire as  
15 alleged herein, defendants, and each of them, are liable to CAL FIRE for those costs pursuant to  
16 Sections 13009 and 13009.1.

17 **D. Violation of Law – General Order No. 95**

18 34. Defendants are required to comply with a number of standards for their Power Lines,  
19 as set forth in California Public Utilities Commission General Order No. 95 (GO-95). Rule 31.1  
20 of GO-95 requires that electrical supply systems be of suitable design and construction for their  
21 intended use, regard being given to the conditions under which they are to be operated, and  
22 maintained in a condition that will enable the furnishing of safe, proper, and adequate service.  
23 Rule 34 of GO-95 specifies that nothing in the rules permits the unauthorized attachment to wires  
24 of any equipment foreign to the purposes of overhead electric line construction. Rule 49.8 of  
25 GO-95 requires that pole line hardware be galvanized or otherwise protected by a corrosion-  
26 resistant treatment, or shall be composed of material that is corrosion resistant. Rule 38 of GO-95  
27 sets forth the minimum vertical, horizontal or radial clearances of wires from other wires.

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1       35.       CAL FIRE is informed and believes, and thereon alleges, that defendants, and each  
2 of them, installed and maintained their Power Lines in a way that does not meet the standards set  
3 forth in General Order No. 95, and that defendants' failure to comply with GO-95 was the  
4 foreseeable and proximate cause of the arcing event that led to the Initial Thomas Fire and the  
5 arcing event that led to the Koenigstein Fire.

6       36.       Because defendants, and each of them, violated General Order No. 95, directly,  
7 foreseeably, and proximately causing CAL FIRE to incur suppression, investigation,  
8 administrative, accounting, and collection costs arising from the Thomas Fire as alleged herein,  
9 defendants, and each of them, are liable to CAL FIRE for those costs pursuant to Sections 13009  
10 and 13009.1.

11       37.       CAL FIRE is informed and believes, and thereon alleges, as a direct, foreseeable,  
12 and proximate result of defendants' negligence and violations of law, CAL FIRE incurred (1) fire  
13 suppression costs; (2) investigation and report-making costs; (3) and costs relating to accounting  
14 for the Thomas Fire and the collection of funds pursuant to Health and Safety Code section  
15 sections 13009 and 13009.1, including, but not limited to, the administrative costs of operating a  
16 fire suppression cost recovery program. These costs were incurred in suppressing the Thomas  
17 Fire, were the proximate result of the wrongful conduct of defendants, and each of them, and  
18 were reasonably incurred by CAL FIRE.

19       38.       CAL FIRE sent defendants a letter of demand for payment on October 17, 2019  
20 for the amount of \$71,044,875.21. Defendants have not paid CAL FIRE any amount of the  
21 money owed. Pursuant to Civil Code sections 3287 and 3289, CAL FIRE is entitled to pre-  
22 judgment interest from the date of its demand on October 17, 2019.

23       39.       Code of Civil Procedure section 1021.8 provides that whenever the Attorney  
24 General prevails in an action to enforce Health and Safety Code sections 13009 and 13009.1, the  
25 Court shall award to the Attorney General all costs of investigation and prosecuting the action,  
26 including expert fees, reasonable attorney fees and costs.

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**PRAYER FOR RELIEF**

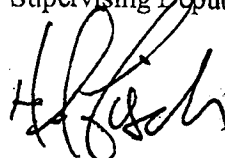
WHEREFORE, CAL FIRE prays for judgment against the defendants, and each of them, as follows:

1. For the sum of \$71,044,875.21 for fire suppression, investigation, administrative, accounting, and collection costs associated with the Thomas Fire;
2. For pre- and post-judgment interest on that sum as allowed by law;
3. For any additional costs of investigating and making reports with respect to the Thomas Fire, as provided by Health and Safety Code section 13009.1, subdivision (a)(1), in an amount to be proven at trial;
4. For any additional administrative, accounting, and collection costs attributable to the Thomas Fire, as provided by Health and Safety Code section 13009.1, subdivision (a)(2), in an amount to be proven at trial;
5. For all costs of investigating and prosecuting this action, including expert fees, reasonable attorney fees, and costs as provide in Code of Civil Procedure section 1021.8; and
6. For such other and further relief as this Court deems just and proper.

Dated: December 2, 2019

Respectfully Submitted,

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GARY E. TAVETIAN  
Supervising Deputy Attorney General



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