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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 SARAH SILVER, an individual, on behalf of
15 herself and all others similarly situated and for
16 the benefit of the general public,

17 Plaintiff,

18 v.

19 CITY OF LOS ANGELES, a governmental
entity; and CITY OF LOS ANGELES ACTING
20 BY AND THROUGH THE LOS ANGELES
DEPARTMENT OF WATER AND POWER, a
21 governmental entity; and DOES 1 through 25,
inclusive,

22 Defendants.

Case No. **25STCV15521**

CLASS ACTION

**COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF:**

1. Inverse Condemnation
2. Negligence
3. Declaratory Relief (Gov. Code § 910)

Demand for Jury Trial

1 Plaintiff Sarah Silver, individually and on behalf of all others similarly situated and for the benefit
2 of the general public, brings this action against Defendants CITY OF LOS ANGELES, a governmental
3 entity; CITY OF LOS ANGELES ACTING BY AND THROUGH THE LOS ANGELES
4 DEPARTMENT OF WATER AND POWER, a governmental entity; and DOES 1-25, inclusive
5 (collectively “Defendants”) and alleges the following based on personal knowledge as to allegations
6 regarding Plaintiff, and on information and belief as to all other allegations.

7 **SUMMARY OF THE ACTION**

8 1. This class action is brought, in part, to preserve and toll the legal claims of thousands of
9 Pacific Palisades residents who suffered losses as a result of the January 7, 2025 Palisades fire but who
10 have not yet filed individual lawsuits or submitted claims under the California Government Claims Act.
11 Under Government Code § 911.2, a written claim is to be presented to a public entity within six (6)
12 months of the accrual of a cause of action. Absent timely filing, such claims may be barred. Plaintiff
13 brings this action on behalf of a defined Class of impacted individuals and entities and alleges that the
14 filing and pendency of this putative class action constitutes substantial compliance with the Government
15 Claims Act for all similarly situated Class members, particularly as any alleged need to comply with that
16 Act would be futile. This action seeks declaratory relief to confirm that the rights of absent Class
17 members are preserved and that their ability to pursue damages against the City of Los Angeles and the
18 Los Angeles Department of Water and Power is preserved to avoid any argument that such claims cannot
19 be pursued due to procedural technicalities.¹

20 2. Since it began on January 7, 2025, around 10:30 a.m., the Palisades Fire has become the
21 worst natural disaster in the history of the City of Los Angeles. It engulfed over 23,713 acres in flames,
22 destroying at least 5,300 structures in Pacific Palisades, Malibu, and Topanga Canyon, and injured many
23 civilians and firefighters. The Palisades Fire has killed at least nine people. The victims of the Palisades
24 Fire lost their homes and businesses and all their earthly possessions in a matter of hours.

27 ¹ Plaintiff will submit a government claim to the appropriate governmental entities upon filing. Although this Complaint
28 includes causes of action for inverse condemnation and negligence, Plaintiff expressly does not seek money damages at this
time. Plaintiff will amend the Complaint to seek monetary relief once the Government Claims Act claim is denied or
deemed rejected.



Aerial image showing widespread damage across the Pacific Palisades region caused by the January 2025 fire.²

3. This tragic conflagration was caused either in whole or in part by the Defendant Los Angeles Department of Water and Power's ("LADWP") empty reservoirs and downed powerlines from a broken power pole, which created a source of ignition at approximately 10:30 p.m. on January 7, 2025 above LADWP's Temescal Water Tank on the Temescal Canyon Trail, which quickly consumed homes in The Summit neighborhood and spread at a critical rate-of-spread throughout the Palisades and Malibu.

4. When asked if the downed powerlines from the broken power pole above LADWP's Temescal Water Tank were energized on the day of the fire, LADWP told a reporter from the *Washington Post* that those lines had been abandoned and de-energized for the past five years and were not energized at the time of the fire.

5. Incredibly, LADWP stood by this statement for months until an LADWP attorney finally admitted to a plaintiff's attorney, on March 20, 2025, buried in a footnote on the last page of a letter:

You also asked about a statement in the *Washington Post* that the sub-transmission line in the area was not energized. That statement was a result of a misunderstanding. The line had been de-energized for several years before the fire, but as we said in our prior correspondence, it was energized at the time the fire ignited. There were no faults on the line around the time the fire ignited.³

6. LADWP failed its customers and their community both on water (too little) and power (too much).

² Photographic evidence included herein has been gathered from LADWP camera footage, CAL FIRE records, and eyewitness media coverage. All images are included to illustrate allegations regarding LADWP equipment and infrastructure failures.

³ Quoted from LADWP attorney letter, but originally contradicts: www.washingtonpost.com/climate-environment/2025/01/09/palisades-fire-utility-lines/

1 7. LADWP power equipment caused either in whole or in part and were substantial factors
2 in causing and contributing to the damage from the Palisades Fire. LADWP power equipment initially
3 caused the fire and then made it worse.

4 8. LADWP water equipment also caused either in whole or in part the fire and repeatedly
5 and substantially contributed to the ongoing fire, which continued to grow and ravage the Palisades and
6 Malibu. LADWP water equipment also substantially contributed to the ongoing fire.

7 9. LADWP water and power equipment taken together caused and were a substantial cause
8 of damage to plaintiff's and Class members' real and personal properties.

9 10. As the *New York Times* put it, the Palisades Fire "expose[d] a web of governments, weak
10 by design." The Palisades Fire was an inescapable and unavoidable consequence of the planning,
11 construction, maintenance, and operation of the water supply system servicing areas in and around
12 Pacific Palisades. The system failed, and this failure was a substantial factor in causing Plaintiff and the
13 Class to suffer the losses alleged.

14 11. For example, the Santa Ynez Reservoir, the reservoir that services Pacific Palisades, was
15 completely offline and emptied before the fires erupted in the area, leaving fire crews little-to-no water
16 to fight the Palisades Fire. The Santa Ynez Reservoir had been out of commission since February of
17 2024, awaiting repairs to its cover. LADWP made the conscious decision to operate the water supply
18 system with the reservoir drained and unusable as a "cost-saving" measure. With the Santa Ynez
19 Reservoir effectively out of commission, hydrants in Pacific Palisades failed after three tanks each
20 holding one million gallons of water went dry within 12 hours. According to Janisse Quiñones, the
21 LADWP's chief executive and chief engineer, by 4:45 p.m. on January 7, 2025, the first of the three
22 tanks ran out of water; the second tank ran empty about 8:30 p.m. that same day; and the third was dry
23 by 3:00 a.m. on January 8, 2025.

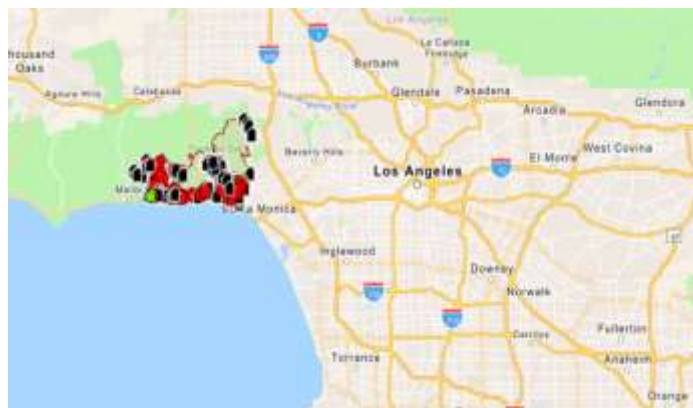
24 12. Gus Corona, the business manager of IBEW Local 18, the employee union for the
25 LADWP, condemned the delay, telling the *Los Angeles Times*: "It's completely unacceptable that this
26 reservoir was empty for almost a year for minor repairs." Mr. Corona added: "This work should have
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1 been done in-house, and they shouldn't have depended on a contractor to do it; I truly believe it's
2 something that could have been avoided.”⁴

3 13. Defendants also designed this water system for public use such that it would not have
4 enough water pressure to fight a foreseeable urban fire.

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

8 15. The Palisades Fire spread quickly through Pacific Palisades and then west along Pacific
9 Coast Highway into Malibu, pushed by hurricane-force winds with gusts up to 100 mph, low relative
10 humidity and critical live fuel moisture levels. “You could have put a 10-lane freeway in front of that
11 fire, and it would not have slowed it one bit,” said Chief Brian Fennessy of the Orange County Fire
12 Authority.⁵



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20 *CAL FIRE Damage Inspection Map showing impacted areas by the Palisades Fire.*

21 16. Over the following days, the fire spread rapidly and caused evacuations of tens of
22 thousands of residents, widespread power outages, along with school and road closures, extensive
23 property damage, and loss of life.

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27 ⁴ Gus Corona, IBEW Local 18, quoted in *Los Angeles Times*, Jan. 19, 2025. Available at:
<https://www.latimes.com/environment/story/2025-01-19/palisades-fire-ladwp-empty-reservoir>

28 ⁵ Chief Brian Fennessy, quoted in *Los Angeles Times*, Jan. 13, 2025. Available at:
<https://www.latimes.com/environment/story/2025-01-13/could-brush-clearance-have-helped-slow-the-spread-of-the-palisades-fire>

1 **JURISDICTION AND VENUE**

2 17. This Court has jurisdiction over this action under California Code of Civil Procedure
3 § 410.10, as the claims arise under California law and the acts and omissions giving rise to this Complaint
4 occurred within the State of California. Plaintiff and all Class members are residents and/or citizens of
5 California. Defendants are public entities organized and existing under the laws of the State of California
6 and conduct substantial business within this State and County.

7 18. There is no federal question or diversity of citizenship under 28 U.S.C. § 1332, and
8 Plaintiffs do not seek to invoke federal jurisdiction. This action is appropriately brought and maintained
9 in California state court.

10 19. Venue is proper in the Superior Court for the County of Los Angeles under California
11 Code of Civil Procedure §§ 395 and 395.5 because a substantial part of the events, omissions, and injuries
12 giving rise to the claims occurred in this County, including the origin and spread of the January 7, 2025
13 fire. Plaintiff and members of the Class live in this County, and Defendants maintain their principal
14 places of business here. Defendant Los Angeles Department of Water and Power is a department of the
15 City of Los Angeles, a municipal entity headquartered in Los Angeles County and subject to suit in this
16 forum.

17 **PARTIES**

18 20. On personal knowledge, Plaintiff Sarah Silver is an individual who, at all relevant times,
19 owned the real property located within the area impacted by the Palisades Fire, including Pacific
20 Palisades, California, specifically 3429 Cloudcroft Drive, Malibu, CA 90265. Plaintiff is a resident and
21 citizen of the State of California. As a result of the events described, Plaintiff has suffered damage to
22 real and personal property, loss of use and enjoyment of property, displacement, evacuation expenses,
23 emotional distress, and other injuries and harms.

24 21. Defendant City of Los Angeles is a municipal corporation organized under the laws of
25 the State of California and located in the County of Los Angeles. The City is a public entity with the
26 capacity to sue and be sued under California law and is responsible for the ownership, operation, and
27 maintenance of public infrastructure, including water and power systems, within the City of Los Angeles
28 and its surrounding communities.

22. Defendant LADWP is a department of the City of Los Angeles. LADWP is the largest municipal utility in the United States, providing water and electrical services to over four million residents and businesses within Los Angeles County, including the Pacific Palisades area. At all relevant times, LADWP owned, operated, and maintained the water supply infrastructure, reservoirs, storage tanks, electrical distribution equipment, and power lines involved in the events giving rise to this Complaint.

23. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued as DOES 1 through 25 are currently unknown to Plaintiff. Plaintiff will amend this Complaint to allege their true names and capacities when they become known. Plaintiff believes that each of the DOE Defendants is legally responsible in some manner for the events and harms described in this Complaint.

24. At all times relevant to this Complaint, each of the Defendants, including DOE Defendants, was the agent, servant, employee, partner, co-venturer, conspirator or joint actor with each of the other Defendants, and was acting within the course and scope of this relationship. Each Defendant is jointly and severally liable for the wrongful acts and omissions of the others. Plaintiff believes that each Defendant conspired and aided and abetted the others in breaching their duties, with knowledge and intent to contribute to the acts and omissions that caused such injuries.

FACTUAL ALLEGATIONS

25. The Palisades Fire has caused untold devastation, destroying Plaintiff's and Class members' homes, businesses, and all or most of their personal property.

26. According to CAL FIRE, the Palisades Fire started at 10:30 a.m. on January 7, 2025. By 2:11 p.m., the fire had spread to 771 acres.

27. According to LADWP, its Marquez Knolls water tank (1-million-gallon capacity) was drained empty at 4:45 p.m. on January 7th.

28. By 6:17 p.m. on January 7th, the fire had spread to 2,920 acres.

29. According to LADWP, the water level in its Trailer Tank began dropping at 2:20 p.m. and the tank was empty at 8:30 p.m. on January 7th.

1 30. According to news media sources and LAFD radio traffic, fire hydrants lost water
2 pressure on Lachman Lane between 5:02 p.m. and 6:49 p.m. in Pacific Palisades.

3 31. Around 10:30 p.m. on January 7, 2025, after two of LADWP's three water storage tanks
4 had run dry, an H-frame set of two wood power poles located above LADWP's Temescal Water Tank
5 on the Temescal Canyon Trail (Pole Nos. 112621M and 112622M on the Roy Circuit referred to as "H-
6 Frame Poles"), which were owned, operated and maintained by LADWP, broke during the high-wind
7 event causing energized sub-transmission powerlines to fall into heavy vegetation below, igniting a fire.



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16 *Photograph taken January 8, 2025, showing snapped LADWP H-frame poles*
17 *above Temescal Water Tank, with powerlines on the ground.*

18 32. LADWP operates two CCTV surveillance cameras (known as the "Temescal Trail Head
19 1" and "Temescal Trail Head 2" cameras) at its Temescal Water Tank, which is located several hundred
20 yards below the H-Frame Poles. These video cameras are part of the AlertCalifornia wildfire camera
21 network. Images from LADWP's Temescal Canyon 2 camera at approximately 10:32 p.m. on January
22 7, 2025, shows that power was on at the homes in The Summit neighborhood.⁶

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⁶ AlertCalifornia wildfire camera footage. Available at: <https://alertca.live/>



Screenshot from LADWP's Temescal Trail Head 2 camera at 10:32 p.m. on January 7, 2025, showing power visibly on in nearby homes.

33. At 10:36 p.m., LADWP's Temescal Trail Head 2 camera shows a bright orange glow coming from the left side of the screen, which is precisely the location where the downed powerlines fell from LADWP's H-Frame Pole that broke just yards upslope from this camera's location. Footage from 10:36:40 shows a heavy ember cast blowing downslope towards the homes in The Summit neighborhood below.



Temescal camera image at 10:36:40 p.m. showing ember cast moving downslope from the ignition area toward homes.

34. At 10:37 p.m., LADWP's Temescal Trail Head 2 camera shows the first spot fire igniting from the ember cast into the neighborhood.

1 35. At 10:38 p.m., LADWP’s Temescal Trail Head 2 camera shows heavy fire activity
2 moving downslope from the area where its powerlines fell to the ground from the broken H-Frame Poles
3 and igniting spot fires immediately above the homes in The Summit neighborhood.

4 36. At 10:39 p.m., LADWP’s Temescal Trail Head 2 camera shows heavy fire activity around
5 its Temescal Water Tank and the slopes just above The Summit neighborhood.



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14 *Surveillance camera image at 10:39 p.m. showing active fire spreading toward*
15 *residential neighborhoods above Temescal Water Tank.*

16 37. At 10:53 p.m., LADWP’s Temescal Trail Head 2 camera shows heavy ember cast all
17 around its Temescal Tank.

18 38. At 11:47 p.m., LADWP’s Temescal Trail Head 2 camera shows continuing ember cast
19 and the flames from a structure on fire in The Summit neighborhood.

20 39. Defendants had a duty to properly construct, inspect, maintain and operate their water
21 supply system and power equipment infrastructure. These systems, as deliberately designed, constructed,
22 and maintained, substantially caused Plaintiff and Class members to suffer the losses alleged.

23 40. Los Angeles Fire Department Captain, Erik Scott, acknowledged that the empty state of
24 the reservoir negatively impacted the department’s ability to fight the fire, explaining that there were
25 “challenges with water pressure while battling the Pacific Palisades fire” and that water “pressure wasn't
26 quite what we needed, and so it affected some fire hydrants.”⁷

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28 ⁷ LAFD Captain Erik Scott, quoted in CBS Los Angeles, Jan. 10, 2025. Available at:
<https://www.cbsnews.com/losangeles/news/ladwp-empty-reservoir-hydrant-pressure-issues/>

1 41. Further, Mark Pestrella, director of Los Angeles County Public Works, said the hydrant
2 system alone was “not designed to fight wildfires.”⁸

3 42. Defendants deliberately designed and maintained this water supply system in this way,
4 despite Los Angeles being in a fire-prone area. In the last 90 years, for example, over 30 wildfires have
5 scorched parts of neighboring Malibu. The most recent was the Franklin Fire, which ignited on December
6 9, 2024. The Woolsey Fire, which started on November 8, 2018, burned 96,949 acres of land in Malibu,
7 destroyed 1,643 structures, killed three people, and prompted the evacuation of over 295,000 people.

8 43. Other government officials have acknowledged the deficiencies of the water supply
9 system, noting “that the Santa Ynez Reservoir had been closed since about February for repairs to its
10 cover, leaving a 117-million-gallon water storage complex empty in the heart of the Palisades for nearly
11 a year.”

12 44. Upmanu Lall, director of the Water Institute at Arizona State University, attributed the
13 lack of water availability and water pressure to the closing of the Santa Ynez Reservoir. Professor Lall
14 determined that without water from the reservoir, firefighters had to primarily rely on water tanks, which
15 were not designed to fight such a large fire.⁹

16 45. Regardless, Defendants designed the water supply system such that it would not have
17 enough water pressure to fight a foreseeable urban fire.

18 46. The California Public Utilities Commission (CPUC) has created a map that identifies
19 regions with significant fire threat potential.

20 47. Defendants were put on notice of the extreme fire danger in the relevant zone with the
21 publication of the CPUC Fire-Threat Map.

22 48. On January 6, 2025, the National Weather Service forewarned of the imminent fire danger
23 due to an incoming extreme wind event forecast to start that very Tuesday morning. The NWS warned
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27 ⁸ Mark Pestrella, Director of Los Angeles County Public Works, quoted in *Los Angeles Times*, Jan. 10, 2025. Available at:
28 <https://www.latimes.com/environment/story/2025-01-10/officials-warn-hydrants-not-designed-for-wildfire-response>

⁹ Upmanu Lall, Arizona State University Water Institute, quoted in AZ Central, Jan. 12, 2025. Available at:
<https://www.azcentral.com/story/news/local/arizona-environment/2025/01/12/asuwater-institute-reservoir-closure-impact/>

1 the region to prepare for a life-threatening and destructive windstorm and predicted the weather event
2 would “likely be the most destructive windstorm seen since 2011.”¹⁰

3 49. The overall public purpose being served by draining the Santa Ynez Reservoir and leaving
4 it empty for nearly a year, according to LADWP, was to seek contractor bids rather than using in-house
5 personnel to repair the reservoir. This stated public purpose was far outweighed by the substantial risk
6 posed to Pacific Palisades by wildfires. The degree of damage that resulted from the Palisades Fire far
7 outweighed any benefit that could have been realized by outsourcing and delaying repairs to the Santa
8 Ynez Reservoir. Plaintiff’s and Class members’ damages are severe and far exceed the kind that are
9 generally considered normal risks inherent in land ownership. Still, Plaintiff’s and Class members’
10 damages occurred because of the operation of this system as it was planned and constructed.

11 50. There was also, by design, insufficient water at the Chautauqua Reservoir, which created
12 an inherent risk that substantially caused the Plaintiff’s and Class members’ damages.

13 51. Further, despite dire warnings by the NWS of a “Particularly Dangerous Condition - Red
14 Flag Warning” of “critical fire weather” which had the potential for rapid fire spread and extreme fire
15 behavior, the LADWP was unprepared for the Palisades Fire.

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

20 53. Because LADWP did not de-energize its electrical circuits even after the Palisades Fire
21 erupted, its distribution equipment throughout Pacific Palisades experienced arcing and exploding
22 transformers, sending showers of sparks and molten metal raining down into homes, businesses and
23 vegetation below, which started more spot fires that accelerated the rapid spread of the Palisades Fire.

24 54. LADWP’s arcing power lines interfered with firefighters’ efforts to suppress the fire, as
25 evidenced by a video showing a hand crew pulling off the fire line due to arcing power lines above their
26 heads.

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28 ¹⁰ National Weather Service Forecast Office, Red Flag Warning Advisory, Jan. 6, 2025. Available at:
<https://www.weather.gov/lox/PalisadesFireRedFlag2025>

1 55. LADWP's failure to de-energize its distribution equipment resulted in pole fires, as
2 evidenced by eyewitness video taken on January 7, 2025, at 17015 Pacific Coast Highway at
3 approximately 3:36 p.m. in front of the Malibu Village mobile home park.

4 56. Pushed by strong northeast winds, the fire spread rapidly down canyon and into heavily
5 populated neighborhoods incinerating everything in its path. Residents were forced to abandon their
6 vehicles on Palisades Drive and run for their lives. Over the following days, the fire spread rapidly and
7 caused evacuations of tens of thousands of residents, as well as widespread power outages, school and
8 road closures.

9 57. Defendants had a duty to properly construct, inspect, maintain, and operate its water
10 supply and its overhead electrical transmission and distribution systems. Defendants breached these
11 duties by knowingly designing, maintaining, servicing, operating, and repairing their reservoir system
12 and electrical distribution infrastructure in a manner that created unreasonable risks of fire ignition and
13 spread.

14 58. Had Defendants acted responsibly, the damage caused by the Palisades Fire could have
15 been avoided.

16 59. Plaintiff and Class members have suffered real and personal property damage, personal
17 injuries, loss of use of their homes, loss of income, business interruption, and emotional distress.

18 60. Plaintiff and Class members have and/or will file notices with Defendants consistent with
19 Government Code § 910, et seq. and will amend this Complaint once their claims have either been denied
20 by Defendants or the time to respond to their claims has expired by operation of law.

21 **CLASS ALLEGATIONS**

22 61. Plaintiff brings this action pursuant to California Code of Civil Procedure § 382, on behalf
23 of herself and all similarly situated people who suffered injury or property damage as a result of the
24 Palisades Fire. Plaintiff seeks certification of the following Class:

25 All individuals and entities who, as of January 7, 2025, owned, leased, or
26 resided in real property located in the Pacific Palisades area (including but
27 not limited to ZIP codes 90272 and adjacent fire-impacted areas), and who
28 suffered property damage, loss of use, evacuation, or other harm as a result
 of the Palisades Fire, and who have not filed an individual lawsuit or
 submitted an individual Government Code claim against the City of Los
 Angeles and/or the Los Angeles Department of Water and Power.

1 62. Excluded from the Class are: (1) any judicial officer assigned to this case and their
2 immediate family members; (2) Defendants, their parent entities, subsidiaries, affiliates, officers,
3 directors, and employees; (3) Counsel for Plaintiff and Defendants; and (4) any individuals or entities
4 who have filed separate lawsuits or submitted formal claims for compensation against Defendants related
5 to the Palisades Fire.

6 63. Plaintiff reserves the right to modify the Class definition based on information obtained
7 through discovery or as otherwise necessary to ensure the fair and efficient adjudication of this matter.

8 64. This action satisfies the requirements of numerosity, commonality, typicality, adequacy,
9 predominance, and superiority for class certification under California Code of Civil Procedure § 382.

10 65. The members of the Class are so numerous that joinder of all Class members is
11 impracticable. The Class includes thousands of individuals and entities who owned or resided in real
12 property within the Pacific Palisades area affected by the January 7, 2025 fire, and who have not filed
13 individual claims or lawsuits against Defendants. The precise number of Class members is unknown at
14 this time but is ascertainable from Defendants' records and public databases.

15 66. Common questions of law and fact exist as to all members of the Class and predominate
16 over questions affecting only individual members. The conduct at issue arises from a common course of
17 behavior by Defendants relating to the design, maintenance, and operation of public water and power
18 infrastructure in a high-risk fire area. These common questions include, but are not limited to:

19 a) Whether Defendants failed to implement and maintain reasonable inspection,
20 maintenance, and risk-mitigation practices for their water supply and electrical infrastructure;

21 b) Whether Defendants and/or their agents or contractors negligently failed to de-
22 energize power lines, maintain safe utility poles, or ensure enough water reserves given known fire risks;

23 c) Whether Defendants' acts and omissions were a proximate cause of the
24 destruction and damage to Class members' real and personal property;

25 d) Whether Defendants violated the statutory and constitutional provisions cited,
26 including Article I, Section 19 of the California Constitution;

27 e) Whether Defendants are liable for damages under theories of negligence and
28 inverse condemnation; and

1 f) Whether Plaintiff and the Class are entitled to equitable, injunctive, or declaratory
2 relief to redress ongoing and imminent harms arising from the unsafe operation of Defendants' public
3 infrastructure.

4 67. Plaintiff's claims are typical of those of other Class members. Plaintiff and Class members
5 were all subjected to the same conduct by Defendants, suffered similar types of damages due to the
6 Palisades Fire, and seek similar relief. There are no unique defenses applicable only to Plaintiff.

7 68. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained
8 experienced counsel who are well-versed in complex litigation and class actions. Plaintiff has no interests
9 that are materially antagonistic to or in conflict with the Class and intend to vigorously prosecute this
10 action on their behalf.

11 69. A class action is superior to individual actions for resolving this controversy. Most Class
12 members would find the cost of litigating their claims prohibitive and/or will run out of time to do so.
13 Class treatment will promote judicial economy, ensure consistent adjudication of common issues, and
14 provide access to justice for individuals who otherwise may not pursue their claims. This action presents
15 no unusual manageability difficulties, and class notice is feasible.

16 70. Class treatment is appropriate because Defendants have acted on grounds generally
17 applicable to the entire Class, rendering class-wide declaratory and injunctive relief appropriate under
18 California law.

19 71. Notice to the Class can be reasonably provided through methods including publication,
20 direct mail, and electronic communication, using information in Defendants' possession regarding
21 affected properties, water and power service accounts, and related evacuation or damage records.

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **Negligence**

25 **(Against all Defendants)**

26 72. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

27 73. Defendants owed Plaintiff and Class members a duty to properly design, inspect,
28 maintain, repair, and operate their water supply infrastructure and electrical power equipment in a

1 reasonably safe manner to prevent the ignition and spread of wildfires, especially under foreseeable
2 extreme fire weather conditions.

3 74. Defendants further owed a duty to Plaintiff and the Class to take reasonable steps to avoid
4 the risk of catastrophic fire damage, including but not limited to ensuring adequate water availability and
5 pressure to fight fires; maintaining reservoir infrastructure in a functional state; inspecting and repairing
6 wooden utility poles and overhead power lines; and taking appropriate steps to de-energize power lines
7 during red flag warnings and forecasted extreme wind events.

8 75. Defendants breached their duty of care by:

9 a) Failing to timely repair or restore the Santa Ynez Reservoir, knowingly leaving it
10 empty and inoperable for nearly a year before the fire despite the known wildfire risk to the Pacific
11 Palisades region;

12 b) Allowing the area's backup water tanks to be rapidly depleted within hours of the
13 fire igniting, resulting in insufficient water pressure for firefighting;

14 c) Designing and maintaining a water system with inadequate pressure and
15 redundancy, which Defendants knew or should have known could not sustain fire suppression efforts in
16 an urban-wildland interface zone;

17 d) Failing to properly maintain electrical distribution infrastructure, including the H-
18 frame power poles located above LADWP's Temescal Water Tank, which broke during high winds and
19 caused live wires to fall into flammable vegetation;

20 e) Failing to de-energize power lines despite extreme fire danger warnings from the
21 National Weather Service forecasting high wind events, in violation of industry best practices;

22 f) Continuing to transmit power through vulnerable distribution systems during a red
23 flag event, resulting in pole fires, transformer explosions, and arcing that ignited or exacerbated spot
24 fires throughout the impacted area.

25 76. As a direct and proximate result of these breaches, the Palisades Fire ignited and rapidly
26 spread, causing widespread destruction of Plaintiff's and Class members' homes, businesses, and
27 property entitling Plaintiffs and Class members to injunctive and/or appropriate equitable monetary
28 relief.

77. Defendants had actual or constructive notice of the dangerous conditions created by their conduct and failed to take adequate preventive or remedial measures, despite repeated and publicly available data highlighting the region's susceptibility to wildfires.

SECOND CAUSE OF ACTION

Inverse Condemnation

(Against all Defendants)

78. Plaintiff incorporates and re-alleges each paragraph above as though set forth at length herein.

79. Defendants' operation of its water supply and related infrastructure and their power equipment was a substantial cause of Plaintiff's and Class members' damages. They constitute a public improvement for a public use.

80. Defendants' facilities, reservoir, water supply system, hydrants, infrastructure, power equipment and other public improvements, as deliberately designed and constructed, presented an inherent danger and risk of fire to private property. In acting in furtherance of the public objective of supplying water and power, Defendants took on or about January 7, 2025, and in the days thereafter and for about a year before, a known, calculated risk that private property would be damaged and destroyed by fire.

81. On or about January 7, 2025, and in the days after that, the inherent and foreseeable risk of a fire exacerbated by Defendants' water supply management and infrastructure and power equipment occurred when the Palisades Fire burned and spread, which directly and according to law resulted in the taking of Plaintiff's and Class members' private property.

82. Defendants' reservoir, water supply system, hydrants, power equipment, and other infrastructure were designed, engineered, constructed, used, operated, maintained by Defendants. Defendants' conduct as described herein constitutes an improper taking or condemnation of their property under Article I § 19 of the California Constitution and Public Utilities Code § 612.

83. The conduct as described here was a substantial factor in causing damage to a property interest protected by the Fifth Amendment to the United States Constitution and Article I, Section 19, of the California Constitution.

84. The above-described damage to Plaintiff's and Class members' property was proximately and substantially caused by the actions of Defendants, and each of them, in that Defendants' installation, ownership, operation, use control, and/or maintenance for a public use of the water supply system.

85. Plaintiff and Class members have suffered damage to and/or destruction of their property. This constitutes a taking or damaging of Plaintiff's and Class members' property by the Defendants, and each of them, entitling Plaintiffs and Class members to injunctive and/or appropriate equitable monetary relief.

86. Under California Code of Civil Procedure § 1036, Plaintiff and Class members are entitled to recover all litigation costs and expenses, including attorney's fees, expert fees, consulting fees and litigation costs.

THIRD CAUSE OF ACTION

Declaratory Relief (Gov. Code § 910 et seq.)

(Against all Defendants)

87. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

88. Under California Government Code §§ 905 and 911.2, before initiating a lawsuit for money damages against a public entity, a plaintiff is to present a written claim to the public entity within six (6) months of the accrual of the cause of action unless excused as futile. This requirement applies to claims for negligence, property damage, and other forms of tort liability.

89. The Palisades Fire occurred on or about January 7, 2025. Absent a determination of tolling or futility, the six-month deadline for affected residents to present claims to Defendants may expire on or around July 7, 2025.

90. Plaintiff brings this action on behalf of herself and a proposed Class of individuals who suffered harm due to the Palisades Fire and who have not yet filed individual lawsuits or presented Government Code claims. Plaintiff seeks a judicial declaration that the filing and pendency of this class action and/or presentment of a written claim to Defendants on behalf of all such persons satisfies the written claims requirement on behalf of the proposed Class and constitutes substantial compliance with the procedural requirements of the Government Claims Act.

91. An actual, present, and justiciable controversy has arisen between Plaintiff and Defendants as to whether filing this class action complaint and/or presentment of a written claim to Defendants on behalf of all such persons constitutes sufficient and timely compliance with Government Code § 910 *et seq.* for purposes of preserving the claims of absent class members.

92. Plaintiff contends and believes that Defendants will deny that filing this lawsuit and class complaint constitutes substantial compliance with the Government Claims Act on behalf of all similarly situated people within the Class such that their legal rights and causes of action may be preserved and pursued after the six-month claim's deadline and/or that the submission of such claims is futile.

93. A declaratory judgment is necessary and proper so that Plaintiff and the Class may obtain clarity and assurance that their claims are not forfeited, barred, or time-limited due to procedural technicalities that could otherwise defeat meritorious actions against public entities. Without such a declaration, Plaintiff and Class members face uncertainty as to their legal rights and ability to pursue just compensation for their losses.

94. Plaintiff seeks a judicial declaration that this Complaint and/or presentment of a written claim to Defendants on behalf of all such persons:

a) Constitutes a written claim within the meaning of Government Code § 910 et seq. for all Class members who have not already filed claims;

b) Preserves and tolls the statute of limitations on their claims pending adjudication of the merits; and/or

c) Complies with the substantive and procedural requirements of California law governing claims presentation to public entities.

95. Plaintiff prays for judgment as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class and/or for the benefit of the general public, respectfully requests that this Court enter judgment in her favor and against all Defendants as follows:

A. For an Order certifying this action to proceed as a class action under California Code of Civil Procedure § 382, appointing Plaintiff as Class Representative and her counsel as Class Counsel;

1 B. For a judicial declaration that filing this class action Complaint and/or presentment of a
2 written claim to Defendants on behalf of all such persons constitutes substantial compliance with the
3 claim presentation requirements under California Government Code § 910 et seq. on behalf of all Class
4 members who have not submitted individual claims, and that such claims are thus preserved and not
5 barred by operation of the Government Claims Act;

6 C. For injunctive and equitable relief as the Court deems just and proper, including but not
7 limited to an order requiring Defendants to:

8 1) Maintain and operate their water supply and electrical infrastructure in a
9 reasonably safe manner;

10 2) Put preventive measures into practice to reduce the risk of future wildfires in fire-
11 prone communities;

12 3) Provide timely public notice of risks and equipment conditions that may impact
13 community safety;

14 D. For appropriate equitable monetary relief;

15 E. For reasonable attorneys' fees and expenses pursuant to applicable statutes, including
16 Code of Civil Procedure § 1036 for inverse condemnation and Section 1021.5, and any other statutory
17 or equitable basis;

18 F. For pre-judgment and post-judgment interest as provided by law;

19 G. For costs of suit incurred; and

20 H. For such other and further legal and equitable relief as the Court may deem just and
21 proper.
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Dated: May 28, 2025

Stacy

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