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 Superior Court of California
 County of Los Angeles

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

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

16 Plaintiff,

17 v.

18 CITY OF LOS ANGELES, a governmental entity;
 19 CITY OF LOS ANGELES ACTING BY AND
 THROUGH THE LOS ANGELES
 20 DEPARTMENT OF WATER AND POWER, a
 governmental entity; STATE OF CALIFORNIA, a
 governmental entity; CALIFORNIA
 21 DEPARTMENT OF PARKS AND
 RECREATION, a governmental entity and an
 22 agency of the State of California; SANTA
 MONICA MOUNTAINS CONSERVANCY, a
 23 governmental entity and an agency of the State of
 California; COUNTY OF LOS ANGELES, a
 24 governmental entity; LOS ANGELES COUNTY
 WATERWORKS DISTRICT 29, a governmental
 25 entity acting by and through the County of Los
 Angeles; LAS VIRGENES MUNICIPAL WATER
 26 DISTRICT, a governmental entity; MOUNTAINS
 RECREATION AND CONSERVATION
 27 AUTHORITY, a governmental entity; and DOES
 1 through 25, inclusive,

28 Defendants.

Case No. 25STCV15521

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
 DECLARATORY AND INJUNCTIVE
 RELIEF AND DAMAGES:**

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

**Demand for Jury Trial on All Causes of
 Action So Triable**

1 Plaintiff Sarah Silver, both individually and on behalf of all others similarly situated and for
2 the benefit of the general public, brings this action against Defendants CITY OF LOS ANGELES, a
3 governmental entity; CITY OF LOS ANGELES acting by and through the Los Angeles Department
4 of Water and Power (“LADWP”), a governmental entity; STATE OF CALIFORNIA, a governmental
5 entity; CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, a governmental entity and
6 an agency of the State of California; SANTA MONICA MOUNTAINS CONSERVANCY, a
7 governmental entity and an agency of the State of California; COUNTY OF LOS ANGELES, a
8 governmental entity; LOS ANGELES COUNTY WATERWORKS DISTRICT 29, a governmental
9 entity acting by and through the County of Los Angeles; LAS VIRGENES MUNICIPAL WATER
10 DISTRICT, a governmental entity; MOUNTAINS RECREATION AND CONSERVATION
11 AUTHORITY, a governmental entity; and DOES 1-25, inclusive (collectively “Defendants”) and
12 alleges the following based on personal knowledge as to allegations regarding Plaintiff, and on
13 information and belief as to all other allegations.

14 **SUMMARY OF THE ACTION**

15 1. This class action is brought, in part, to preserve and toll the legal claims of thousands
16 of Pacific Palisades residents who suffered losses as a result of the January 7-9, 2025, Palisades fire
17 but who have not yet filed individual lawsuits or submitted claims under the California Government
18 Claims Act. Under Government Code § 911.2, a written claim is to be presented to a public entity
19 within six (6) months of the accrual of a cause of action. Absent timely filing, such claims may be
20 barred. Plaintiff brings this action on behalf of a defined Class of impacted individuals and entities and
21 alleges that the filing and pendency of this putative class action and the submission of written claims
22 to the Defendants that have been either ignored or rejected constitutes substantial compliance with the
23 Government Claims Act for all similarly situated Class members, particularly as any alleged need to
24 comply with that Act would be futile. This action also seeks declaratory relief to confirm that the rights
25 of absent Class members are preserved and that their ability to pursue damages against the Defendants
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1 listed below is preserved to avoid any argument that such claims cannot be pursued due to procedural
2 technicalities, damages, injunctive relief and equitable monetary relief as appropriate.¹

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



9
10 Aerial image showing widespread damage across the Pacific Palisades region caused by the January 2025 fire.²
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16 3. As *The New York Times* put it, the Palisades Fire “expose[d] a web of governments,
17 weak by design.” The Palisades Fire was an inescapable and unavoidable consequence of the planning,
18 construction, maintenance, and operation of the water supply system servicing areas in and around
19 Pacific Palisades. The system failed, and this failure was a substantial factor in causing plaintiff and
20 the Class to suffer the losses alleged.

21 4. According to the California Department of Forestry and Fire Protection (“CAL FIRE”),
22 the Palisades Fire started at 10:30 a.m. on January 7, 2025. By 2:30 p.m., the fire had spread to 770
23 acres.

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27 ¹ Plaintiff has submitted a government tort claim to the appropriate governmental entities. As those government claims
28 have all been denied or ignored, Plaintiff is amending the Complaint to seek monetary relief from all Defendants.

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 certain allegations.

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

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

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

6 8. According to news media sources and Los Angeles City Fire Department (“LAFD”)
7 radio traffic, fire hydrants lost water pressure on Lachman Lane as early as 4:45 p.m. in Pacific
8 Palisades.

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

15 10. A photograph taken on January 8, 2025, shows the snapped LADWP H-frame poles
16 above Temescal Water Tank, with powerlines on the ground.

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

22 12. A screenshot from LADWP’s Temescal Trail Head 2 camera at 10:32 p.m. on January
23 7, 2025, shows power visibly on in nearby homes.

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

1 14. A Temescal camera image at 10:36:40 p.m. shows ember casts moving downslope from
2 the ignition area toward homes.



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

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

8 17. At 10:39 p.m., LADWP's Temescal Trail Head 2 camera shows heavy fire activity
9 around its Temescal Water Tank and the slopes just above The Summit neighborhood.

10 18. Surveillance camera images at 10:39 p.m. show the active fire spreading toward
11 residential neighborhoods above Temescal Water Tank.



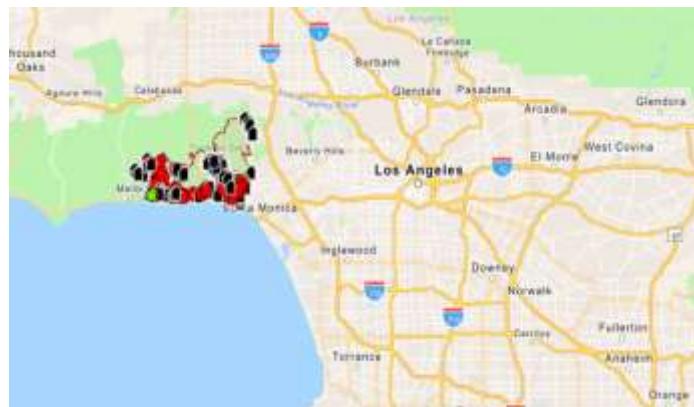
1 19. At 10:53 p.m., LADWP's Temescal Trail Head 2 camera shows heavy ember cast all
2 around its Temescal Tank.

3 20. At 11:47 p.m., LADWP's Temescal Trail Head 2 camera shows continuing ember cast
4 and the flames from a structure on fire in The Summit neighborhood.

5 21. The Palisades Fire was able to spread quickly through Pacific Palisades and then west
6 along Pacific Coast Highway into Malibu, pushed by hurricane-force winds with gusts up to 80 mph,
7 low relative humidity and critical live fuel moisture levels. "You could have put a 10-lane freeway in
8 front of that fire, and it would not have slowed it one bit," said Chief Brian Fennessy of the Orange
9 County Fire Authority.³

10 22. Pushed by strong northeast winds, the fire spread rapidly down canyons and into heavily
11 populated neighborhoods, incinerating everything in its path, as residents were forced to abandon their
12 vehicles on Palisades Drive and run for their lives.

13 23. Over the following days, the fire spread rapidly and caused evacuations of tens of
14 thousands of residents, widespread power outages, along with school and road closures, extensive
15 property damage, emotional distress and loss of life.



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

23 24. **JURISDICTION AND VENUE**

25 24. This Court has jurisdiction over this action under California Code of Civil Procedure §
26 410.10, as the claims arise under California law and the acts and omissions giving rise to this Complaint

27 28 ³ 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 occurred within the State of California. Plaintiff and all Class members are residents and/or citizens of
2 California. Defendants are public entities organized and existing under the laws of the State of
3 California and conduct substantial business within this State and County.

4 25. There is no federal question or diversity of citizenship under 28 U.S.C. § 1332, and
5 Plaintiff does not seek to invoke federal jurisdiction. This action is appropriately brought and
6 maintained in California state court.

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

14 **THE PLAINTIFF**

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

21 28. The members of the proposed Class are individuals and other legal entities who were,
22 at all relevant times, homeowners, renters, business owners, and other individuals and entities who
23 suffered and/or continue to suffer personal injuries, property losses, and/or other damages from the
24 Palisades Fire and are estimated to number in excess of 10,000 individuals and/or other legal entities.

25 29. Plaintiff and Class members have suffered real and personal property damage, personal
26 injuries, loss of use of their homes, loss of income, business interruption, and emotional distress.

27 30. Plaintiff, both individually and on behalf of Class members, has filed notices with
28 Defendants consistent with Government Code § 910, et seq. and thus amend this Complaint as these

1 claims have either been denied by Defendants or the time to respond to these claims has expired by
2 operation of law.

3 **THE DEFENDANTS**

4 31. At all times mentioned herein, CITY OF LOS ANGELES is a charter city and municipal
5 corporation organized under the law of the State of California. The City and its constituent departments
6 and agencies are legal entities with the capacity to sue and be sued.

7 32. At all times mentioned herein, The CITY OF LOS ANGELES acting by and through
8 THE LOS ANGELES DEPARTMENT OF WATER AND POWER (“LADWP”) was a public utility
9 as defined in Section 216(a)(1) of the California Public Utilities Code authorized to do business, and
10 doing business in the State of California, with its principal place of business in the County of Los
11 Angeles. LADWP is the largest municipal utility in the United States. LADWP is in the business of
12 providing electricity and water service to more than four million residents and businesses in the City
13 of Los Angeles, and more particularly, to Plaintiff and Class members’ residences, businesses, and
14 properties. LADWP employs 11,000 employees and has an annual budget of \$6.1 billion. At all times
15 mentioned herein, LADWP was the supplier of water and electricity to members of the public in Pacific
16 Palisades, and elsewhere in City of Los Angeles, as well as maintaining water infrastructure. As part
17 of supplying water and power to members of the public, LADWP installed, constructed, built,
18 maintained, and operated a water and electrical supply system, for the purpose of making water and
19 power available for delivery to members of the general public, including Plaintiff and members of the
20 Class as defined herein.

21 33. At all times mentioned herein, the STATE OF CALIFORNIA is a governmental entity
22 organized and existing under the laws of the State of California and the United States. The State and
23 its relevant agencies and departments are legal entities with the capacity to sue and be sued.

24 34. At all times mentioned herein, CALIFORNIA DEPARTMENT OF PARKS AND
25 RECREATION, also known as CA STATE PARKS, is a department under the California Natural
26 Resources Agency, a state cabinet-level agency of the Defendant STATE OF CALIFORNIA created
27 pursuant to California Government Code §§ 12800 and 12805, *et seq.* CA STATE PARKS operates
28 the largest park system in the United States.

1 35. At all times mentioned herein, SANTA MONICA MOUNTAINS CONSERVANCY
2 was a public entity that owned and had responsibilities to administer properties in the Santa Monica
3 Mountains located in the County of Los Angeles and operates as a department within the California
4 Natural Resources Agency of the State of California.

5 36. At all times mentioned herein, COUNTY OF LOS ANGELES and its constituent
6 departments and agencies is, and at all relevant times was, a government corporation organized under
7 the law of the State of California. The County is a legal entity with the capacity to sue and be sued.

8 37. At all times mentioned herein, LOS ANGELES COUNTY WATERWORKS
9 DISTRICT 29 is a division of Los Angeles County Public Works, an agency of Los Angeles County.
10 District 29 is a special district formed in accordance with Division 16, Sections 55000 through 55991
11 of the State Water Code to supply water for urban use in Malibu and Topanga. District 29 is operated
12 by the Los Angeles County Public Works, Waterworks Division, and is governed by the Los Angeles
13 County Board of Supervisors.

14 38. At all times mentioned herein, LAS VIRGENES MUNICIPAL WATER DISTRICT
15 (“LVMWD”) is, and at all relevant times was, a municipal water district organized under the laws of
16 the State of California. LVMWD provides water service to approximately 70,000 residents in the cities
17 of Agoura Hills, Calabasas, Hidden Hills, Westlake Village and unincorporated areas of western Los
18 Angeles County. LVMWD is organized under the Municipal District Law of 1911, pursuant to
19 California Water Code section 71000. The LVMWD is a legal entity with the capacity to sue and be
20 sued.

21 39. At all times mentioned herein, MOUNTAINS RECREATION AND
22 CONSERVATION AUTHORITY (“MRCA”) is, and at all relevant times was, the local public entity
23 that owned and had responsibilities to administer properties in the Santa Monica Mountains, and is
24 located in the County of Los Angeles, with their principal place of operations in the County of Los
25 Angeles. The MRCA is a legal entity with the capacity to sue and be sued.

26 40. The true names of DOES 1 through 25, whether individual, corporate, associate, or
27 otherwise, are unknown to Plaintiff who, under California Code of Civil Procedure § 474, sues these
28 Defendants under fictitious names. Each of the fictitiously named Defendants is responsible in some

1 manner for the conduct alleged herein, including, without limitation, by way of aiding, abetting,
2 furnishing the means for, and/or acting in capacities that create agency, *respondeat superior*, and/or
3 predecessor or successor-in-interest relationships with the other Defendants. The Doe Defendants are
4 private individuals, associations, partnerships, corporations, or other entities that actively assisted and
5 participated in the negligent and wrongful conduct alleged herein in ways that are currently unknown
6 to Plaintiff. Some or all of the DOE Defendants may be residents of the State of California. Plaintiff
7 may amend or seek to amend this Complaint to allege the true names, capacities, and responsibility of
8 these Doe Defendants once they are ascertained, and to add additional facts and/or legal theories.

9 41. Plaintiff makes all allegations contained in this Complaint against all Defendants,
10 including DOES 1 through 25. At all times relevant to this Complaint, each of the Defendants,
11 including the DOE Defendants, was the agent, servant, employee, partner, co-venturer, conspirator or
12 joint actor with each of the other Defendants, and was acting within the course and scope of this
13 relationship. Each Defendant is jointly and severally liable for the wrongful acts and omissions of the
14 others. Plaintiff believes that each Defendant conspired and aided and abetted the others in breaching
15 their duties, with knowledge and intent to contribute to the acts and omissions that caused such injuries.

FACTUAL ALLEGATIONS

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

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

26 43. On January 19, 2018, the California Public Utilities Commission (“CPUC”) adopted a
27 Fire-Threat Map, which depicts areas of California where there is an elevated hazard for ignition and
28 rapid spread of power line fires due to strong winds, abundant dry vegetation, and other environmental

1 conditions.⁴ The area where the Palisades Fire burned is designated as a “High Fire Threat District –
2 Tier 3,” which means there is an extreme risk (including likelihood and potential impacts on people
3 and property) from utility related wildfires.

4 44. The Defendants were put on notice by the publication of this Fire-Threat Map in 2018
5 and therefore knew well in advance of the Palisades Fire of the elevated fire risk in the Pacific Palisades
6 area for ignition and rapid spread of fires “due to strong winds, abundant dry vegetation, and/or other
7 environmental conditions.”

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

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

16 47. On January 6, 2025, the NWS issued a rare “Particularly Dangerous Situation” Red Flag
17 Warning for Los Angeles and Ventura Counties predicting “damaging wind gusts 50-80 mph, isolated
18 80-100 mph for mountains and foothills” and “extreme & life-threatening fire behavior”. The National
19 Weather Service forewarned of the imminent fire danger due to an incoming extreme wind event
20 forecast to start that very Tuesday morning. The NWS warned the region to prepare for a life-
21 threatening and destructive windstorm and predicted the weather event would “likely be the most
22 destructive windstorm seen since 2011.”

23 48. Further, on January 6, 2025 at 11:00 a.m., the NWS Los Angeles office issued a “LIFE
24 THREATENING & DESTRUCTIVE WINDSTORM” WARNING which included the Pacific
25 Palisades area. “HEADS UP!!! A LIFE-THREATENING, DESTRUCTIVE, Widespread Windstorm
26 is expected Tue afternoon – Wed morning across much of Ventura/LA Co. Areas.”

27
28 ⁴ https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/network-resiliency/high_fire-threat_district_map_final.pdf

1 49. Later that day at 6:47 p.m. on January 6, 2025, the NWS issued an alarming message
2 for much of Los Angeles and Ventura Counties. “This is a Particularly Dangerous Situation – in other
3 words, this is about as bad as it gets in terms of fire weather. Widespread damaging winds and low
4 humidities will likely cause fire starts to rapidly grow in size with extreme fire behavior.”

5 50. On January 7, 2025 at 8:36 a.m., the LAFD posted a warning on its social media account
6 on X stating “Extreme #fireweather coming today. Your #LAFD asks you to be #readysetgo.”

7 **B. Defendants’ Knowledge of the History of Destructive Wildfires in Topanga State Park**

8 51. According to CA STATE PARKS, “At least 25 fires are known to have burned through
9 all or part of Topanga State Park since the mid-1920s. Due to topography in the Santa Monica
10 Mountains, fires can spread rapidly and extensively when Santa Ana winds are present. Santa Ana
11 winds in excess of 90 M.P.H. combined with the steep terrain and north/south alignment of canyons
12 promotes rapid fire movement.”⁵

13 52. On May 14, 2021, another wildfire named the “Palisades Fire” ignited in Topanga State
14 Park above The Summit neighborhood just northwest of the suspected Area of Origin of the January 7,
15 2025 fire. The 2021 fire began at 10:02 p.m. and spread rapidly from an initial 15 acres to 750 acres by
16 6:30 a.m. on May 15, 2021.⁶

17 53. On November 13, 2024, another brush fire ignited immediately adjacent to the Santa
18 Ynez Reservoir, which was empty at the time in connection with the repair of the floating cover.
19 Firefighters successfully extinguished that fire. Afterward, an LAFD Public Information Officer stated,
20 “Fortunately, this is not a wind event...we do have a challenge with water in the area because there
21 aren’t any hydrants so we are sending what we call water tenders, which are trucks that carry a lot of
22 water to be able to act as a source.”⁷

23 54. The dense vegetation in Topanga State Park where the January 7, 2025, fire erupted had
24 not burned for more than 47 years since the 1978 Mandeville Fire.

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26
27 ⁵ Topanga State Park Final General Plan, October 2012 <https://www.parks.ca.gov/pages/21299/files/01finalgp-exec-ch1.pdf>

28 ⁶ <https://www.cbsnews.com/losangeles/news/firefighters-battle-pacific-palisades-brush-fire/>

29 ⁷ Will Conybeare, *Vegetation Fire Consumes Hillside in Pacific Palisades*, KTLA 5 News (Nov. 13, 2024, 11:27 AM),
<http://ktla.com/news/local-news/vegetation-fire-consumes-hillside-in-pacific-palisades/>.

1 55. Despite the CA STATE PARKS' knowledge of the history of destructive wildfires in
2 Topanga State Park, and that dense flammable vegetation had built up for over 47 years in the area
3 where the January 7, 2025, Palisades Fire is suspected to have originated, CA STATE PARKS refused
4 to create fuel modification zones in Topanga State Park. In fact, CA STATE PARKS' Operations
5 Manual states that "It is the Department's policy to prohibit the construction and maintenance of
6 firebreaks, fuel breaks, and other fuel modification zones on Department lands, except when:

- 7 a. Required by state law to clear around structures/facilities;
- 8 b. Previous legal commitments have been made to allow the creation and maintenance
9 of fuel modification areas;
- 10 c. It is critical to the protection of life or park resources; or
- 11 d. Park vegetation 130 horizontal feet from a non-Department habitable structure is
12 capable of generating sufficient radiant/convective heat when burning under Red
13 Flag Warning conditions to ignite the habitable structure."⁸

14 **C. The January 1, 2025 Lachman Fire**

15 56. At 12:07 a.m. on January 1, 2025, a brush fire was reported near Skull Rock on the
16 Temescal Ridge Trail in Pacific Palisades. This fire was named the "Lachman Fire."

17 57. News footage captured the event, with walls of flames towering over homes and
18 firefighters with hoses running into backyards. Shortly after 3:30 a.m., LAFD reported they had
19 stopped forward progress of the fire. At approximately 4:48 a.m., LAFD reported firefighters had
20 "completed the hose line around the perimeter of the fire and it is fully contained."⁹

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

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28 ⁸ <https://www.parks.ca.gov/pages/21299/files/DOM%200300%20Natural%20Resources.pdf>

⁹ <https://www.latimes.com/california/story/2025-04-28/controlled-burn-pacific-palisades-atf>



59. The Lachman Fire put the Defendants on notice that the fuel moisture levels, relative humidity, and heavy vegetation growth in that area were conducive to dangerous wildfires, were a threat to neighboring homeowners in Pacific Palisades, and necessitated rapid deployment of firefighting resources with a sufficient water supply. The Lachman Fire location has also been identified as one of the possible starting points of the Palisades Fire.

60. The State did not post a fire watch or use a thermal imager at the Lachman Fire after the reported containment of the fire to ensure that there were no embers, hot spots or residual heat remaining in the vegetation. Photographs taken on January 1, 2025, at 8:07 a.m. of the Lachman Fire burn area by a hiker show that no firefighters remained on scene less than four hours after the fire was declared “fully contained.”

61. According to a CBS News report, a hiker named Zane Mitchell took a photo on the Temescal Ridge Trail early on the morning of January 1, 2025, which depicts smoldering within the burn scar of the Lachman Fire.¹⁰

62. Resident Don Griffin took the photograph below on the left of the Lachman Fire on January 1st from his backyard and then took the photograph on the right of the Palisades Fire on January 7th shortly after it erupted:

¹⁰ <https://www.instagram.com/cbsnewsconfirmed/reel/DFLeAPiR6Jx/>



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

64. “An 8-acre fire in that fuel type is also consistent with potential re-kindles,” said Alan Carlson, a retired CAL FIRE deputy chief who worked more than 50 years as a wildland fire investigator and headed Cal Fire’s Northern Region law enforcement division. “Wind direction looks to be consistent with a possible rekindle of the first fire. Gusty winds are consistent with hot materials blowing across

1 control lines.” *San Francisco Chronicle*, Jan. 11, 2025, “Was the Palisades Fire started by a rekindling
2 of a blaze from New Year’s Day?”

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

11 66. Burn scars have resulted in numerous fires, including several extremely well-known
12 devastating fires, some of them very recent. Notably, in October 2024 investigators concluded that the
13 deadly 2023 Maui fire likely reignited from winds carrying an ember into a dry gully. Other rekindling
14 fires include the devastating Oakland fire of 1991 which destroyed 3,000 homes, and which started when
15 a 7-acre fire from the previous day was rekindled by strong winds. The 2021 Marshall Fire in Colorado,
16 which burned 1,000 homes, resulted from a rekindled fire from buried embers coupled with a fire started
17 by a power line spark, both spread by high winds.

18 67. Accordingly, the State and its relevant departments and agencies (as well as the other
19 Defendants) were on actual and constructive notice that there was a dangerous condition that increased
20 the risk for a future fire on their lands.

21 **D. The Palisades Fire Erupts on January 7, 2025**

22 68. At approximately 10:29 a.m. on January 7, 2025, a 911 call from 1190 N. Piedra Morada
23 Drive in Pacific Palisades reported a vegetation fire near the location of where the Lachman Fire had
24 burned six days earlier. The first LAFD fire engines arrived on scene at 10:48 a.m., or 19 minutes after
25 the first 911 call.

26 69. At approximately 10:42 a.m., LAFD Division 1 Operations Chief radioed, “We’re going
27 back up to where the Lachman Fire was.”

1 70. At approximately 10:48 a.m., LAFD helicopter FIRE4 radioed into dispatch that the fire
2 is located “just below the old burn scar from the Palisades Fire” – which apparently refers to the
3 Lachman Fire.

4 71. Minutes later, LAFD Engine 69 radioed, “The foot of the fire started real close to where
5 the last fire was on New Year’s Eve.”

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

7 73. Because helicopters had to waste precious time and were limited in the volume of water
8 they could drop on the fire in its early stages (for reasons detailed below), and because the deliberate
9 design and maintenance of the water supply system further limited the amount of water that could be
10 dropped on the fire in its early stages by 11:24 a.m., flames had engulfed both sides of Palisades Drive,
11 causing gridlock as people attempted to flee the fire from the Palisades Highlands.

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

14 75. The second evacuation order for the Pacific Palisades east of Temescal came at 1:38 p.m.

15 76. By 2:00 p.m., an L.A. County fire engine radioed to dispatch: “Sunset Boulevard is
16 impassable due to approximately 100 abandoned vehicles in the road.”

17 77. An L.A. County Fire Department bulldozer was used at approximately 2:36 p.m. to
18 clear a path through hundreds of abandoned cars in order to create access on Sunset Boulevard for fire
19 engines.

20 78. By 2:30 p.m., the fire had spread to 770 acres and was heading down Palisades Drive
21 towards Pacific Coast Highway. Again, the fire was able to grow to this size and at this speed because
22 helicopters had to waste precious time and were limited in the volume of water they could drop on the
23 fire in its early stages, and because the deliberate design and maintenance of the water supply system
24 further limited the amount of water that could be dropped on the fire in its early stages.

25 79. At approximately 3:37 p.m., LAFD and various government officials held a press
26 conference at Will Rogers State Beach. LAFD Chief Kristin Crowley said that the Palisades Fire had
27 spread to 1,261 acres and was being fueled by strong winds and surrounding topography. Chief
28 Crowley reported that there were 250 LAFD firefighters on scene (out of a total of 3,246 uniformed

1 fire personnel in the LAFD), 46 engines, three trucks, five helicopters, four brush patrols, two water
2 tenders and two bulldozers. Thus, at this time and earlier, firefighters were ready to contain and limit
3 the fire's spread if they had enough resources, including water, to do so.

4 80. At approximately 4:40 p.m., FOX TV-news reported a LADWP transformer exploded
5 near 901 Radcliffe Ave, Pacific Palisades.

6 81. At approximately 4:45 p.m., a social media post on X said the fire hydrant near 1408
7 Lachman Lane was dry.

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

10 83. At approximately 5:44 p.m., Los Angeles County Fire Department Assistant Chief 7
11 radioed, "At Topanga and PCH, we're working with public works to get into the pump station with
12 public works. So, they're getting an escort up there to evaluate to get the pumps running."

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

15 85. At approximately 6:08 p.m., firefighters radioed, "On Radcliffe. Downed power lines.
16 Fire is spreading to multiple structures."

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

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

23 88. At approximately 6:18 p.m., the chief in charge of Division Zulu radioed the Operations
24 Chief:

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

Ops: "Yeah we do have water tender 77 in staging: where would you like them?"

Zulu: "Yeah, I'll take water tender 77 up Lachman and Piedra Morada where structure defense
group 2 is. But we're going to need a lot more water tenders than that."

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

1 89. At approximately 6:56 p.m., Task Force 69 radioed, “We ran out of water in the area of
2 Via Cresta. We’re looking for a reassignment. We did hear some talk of Branch 7 Division Sierra
3 needing some divisions. We have no water, there’s nothing we can do at our location.”

4 90. At approximately 7:02 p.m., an unknown unit radioed, “at least 8 homes on Radcliffe
5 are fully involved...been asking for resources...transformer explosions plus downed power lines...the
6 fire is jumping from house to house...brigade unit from Malibu and private resource.”

7 91. By 7:15 p.m., all fixed wing tankers and water-dropping helicopters were grounded due
8 to high winds.¹¹ By 7:30 p.m., the fire had expanded to nearly 3,000 acres, as the windstorm intensified.

9 92. At approximately 7:16 p.m., Division Zulu radioed Operations, “Copy the traffic. We lost
10 the aircraft due to the conditions. Up here, we have also lost water. We have no water supply. How are
11 we doing on getting the water tenders – whether through EMD – to set up a closer water pool for us for
12 portable hydrants or through the IRAC system? Either way we’re gonna need water tenders up here,
13 probably through the rest of the incident – the other divisions.”

14 93. At approximately 7:23 p.m., the Alpha Division radioed Operations, “Alpha needs water
15 tenders to help augment the water supply...acknowledges water tender 88 ... broken transmission.”

16 94. At approximately 7:30 p.m., Battalion 10 radioed Operations, “We still have no water on
17 the four story. The one story standalone and we are protecting the adjacent structure – that would be
18 15410 Albright. That’s where we stand right now. We’re still waiting on getting water supply.”

19 95. At approximately 7:43 p.m., Battalion 10 radioed Operations from Sunset Blvd and Via
20 de la Paz, “Copy. We’re going to need pumping apparatus. If we can redict some pumping apparatus –
21 we have no water on these streets and we have multiple structures taking off.”

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

26
27
28 ¹¹ <https://www.dailynews.com/2025/01/22/lafd-helicopter-pilots-describe-water-drops-challenges-of-battling-palisades-fire-in-high-winds/>

1 97. At approximately 7:50 p.m., Zulu Division radioed Operations, "We have no water. It is
2 – we're doing the best we can up there. We're making sure people are out of the way. And until we get
3 water tenders or the water restored, we're doing the best we can just evacuating people out."

4 98. At approximately 8:09 p.m., an unknown unit broadcast on the Tactical 12 channel a
5 report of downed power lines off Sunset and Temescal Canyon.

6 99. At approximately 8:16 p.m., Engine 64 radioed Engine 38 from Enchanted Way and
7 Scenic Place, "The hydrants we have here are dry as well."

8 100. At approximately 9:14 p.m., Battalion 10 radioed Operations from 15441 Sunset Blvd,
9 "I'm afraid the street is going to start to take off if we don't have any water to put it out all these structures
10 [sic]."

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

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

17 103. At approximately 12:09 a.m. on January 8th, Operations radioed Division Zulu:

18 Ops: "We've got several water tenders coming from DWP. Are you going to need or have any
19 need for those in your division?"

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

23 104. At approximately 1:05 a.m. on January 8th, Division Alpha radioed Operations, "Division
24 Alpha requests assistance from DWP to deal with power line blocking entrance to Paseo Miramar...there
25 are engines above the power lines."

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

1 106. At approximately 2:44 a.m. on January 8th, Division Zulu radioed Operations, "We've
2 lost most of the hydrant pressure in Zulu. At the top all the way down to Lachman. I'll need to refill my
3 engines. Even if we're only going to do fire-front following, they need some water to push the fire path
4 best they can."

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

8 108. At approximately 3:07 p.m., private water tenders departed the staging area for the Upper
9 Palisades.

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

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

14 111. When insufficient water pressure or supply was reported at a given time for a given
15 location as detailed above, the water pressure or supply became inadequate in the area at some point prior
16 to the time of the report.

17 112. Thus it appears that (a) firefighters were stationed and ready to fight the fires, but (b) as
18 the fires arrived, firefighters learned they were equipped with insufficient water. This devastating cycle
19 repeated itself as the destruction of the Pacific Palisades and surrounding communities unfolded.

20 **E. During the Initial Attack of the Fire There Were No "Hurricane Force" Winds**

21 113. The Palisades Fire started under historically typical, predictable, and manageable weather
22 conditions, contrary to LADWP's false public statements that "This was an unprecedented hurricane
23 wind-driven wildfire in an urban area."¹²

24 114. Analysis from 48 weather stations shows wind speeds were well below hurricane
25 thresholds during the critical period of potential containment from 10:00 a.m. to 4:00 p.m. (6 hours) on
26 January 7th, when CAL FIRE reported the fire expanding from 10 acres to 200 acres. Data from 34
27 weather stations located within 10 miles of the fire's origin show that, during the 6-hour potential

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¹² <https://www.ladwpnews.com/pacific-palisades-fire-correcting-misinformation-about-ladwps-water-system/>

1 containment period, the average maximum sustained wind speed was just 16.77 mph, with average
2 maximum gusts of 24.82 mph.¹³

3 115. These facts refute LADWP's misleading narratives that extreme weather conditions
4 caused the fire's spread, rather than LADWP's lack of water supply, inadequate water pressure at fire
5 hydrants, and insufficient water availability for firefighting helicopters and operational helipads.

6 116. The wind speeds during the 6-hour potential containment period were typical and not
7 extreme.¹⁴

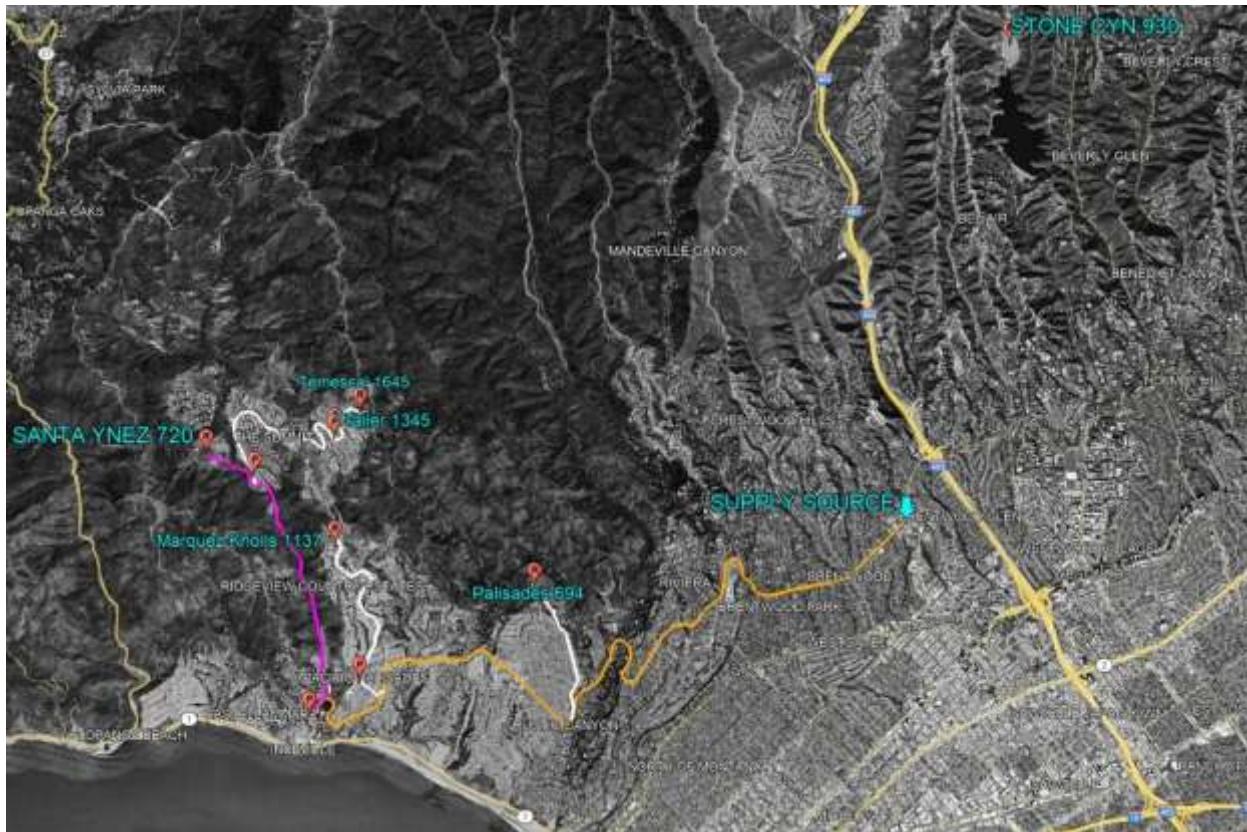
8 **F. LADWP'S Water Supply System is a Public Improvement that Collapsed Due To a Lack
9 of Water Pressure**

10 117. LADWP's water supply to Pacific Palisades is fed by a single outdated 36-inch trunk
11 line along Sunset Boulevard – the Westgate Trunk Line – that flows by gravity from the Stone Canyon
12 Reservoir located in Bel-Air up to the Santa Ynez Reservoir and the Palisades Reservoir on Chautauqua
13 Boulevard. From the Santa Ynez Pump Station, water is lifted uphill into two (2) storage tanks, each
14 with a capacity of 1 million gallons ("MG"). The tanks maintain downhill water pressure to homes in
15 Palisades Highlands – and fire hydrants – by gravity flow. The capacities of the fire hydrants are

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

¹⁴ <https://firerebuild.com/palisades-fire-weather-report-and-analysis/>

1 dependent on consistently high static pressure from respective storage tank (so-called, “pressure
2 zones”).¹⁵



118. Defendants City of Los Angeles and LADWP also designed this water system for public
119. use such that it would not have enough water pressure to fight a foreseeable urban fire. Defendants
20 deliberately designed and maintained this water supply system in this way, despite Los Angeles being
21 in a fire-prone area. In the last 90 years, for example, over 30 wildfires have scorched parts of
22 neighboring Malibu. The most recent was the Franklin Fire, which ignited on December 9, 2024. The
23 Woolsey Fire, which started on November 8, 2018, burned 96,949 acres of land in Malibu, destroyed
24 1,643 structures, killed three people, and prompted the evacuation of over 295,000 people.¹⁶

25 119. The LADWP was on actual notice of inadequate water pressure for firefighting
26 purposes at certain fire hydrants if and when the Santa Ynez Reservoir was drained as early as 2021.
27 The water supply system in Pacific Palisades was a public improvement deliberately designed,

28 ¹⁵ <https://www.latimes.com/california/story/2025-01-16/inside-the-dwps-losing-battle-to-keep-water-flowing-as-the-palisades-fire-exploded>

¹⁶ <https://www.latimes.com/projects/la-me-malibu-wildfire-history/>

1 constructed and maintained by the LADWP. In weighing the various options, the LADWP deliberately
2 reached its decision to adopt this particular plan of design and construction. As designed, the Santa
3 Ynez Reservoir served a critical role in the overall operation of the system. Not only was the Santa
4 Ynez Reservoir the sole supply source of 117 MG of water, it also provided consistent static and
5 dynamic pressures necessary for the entire system to function as designed. To this end, the Santa Ynez
6 Reservoir zone (Zone 720) was designed to maintain backpressure at the terminus of the Westgate
7 Trunk Line, indirectly raising pressures upstream to the Palisades Reservoir. In accordance with the
8 Hardy-Cross principle, the Westgate Trunk Line and the Santa Ynez Reservoir worked in tandem to
9 equalize flow and pressure along Sunset Boulevard, thereby controlling pump suction pressures and
10 reduced-pressure device set points as designed to cascade water into Zones 529, 498, 375, and 310.

11 120. As designed, the Santa Ynez Reservoir and the Santa Ynez Pump Station were intended
12 to operate together as an autonomous, high elevation subsystem capable of refilling uphill tanks 58
13 times ($117 \text{ MG} \div 2 \text{ MG}$) before the Santa Ynez Reservoir would need to be refilled by the Westgate
14 Trunk Line. The removal of water from Santa Ynez Reservoir exposed an inherent risk in the system,
15 namely, a substantial drop in water pressure, which rendered the system completely inoperable during
16 a high-volume water demand event – such as the Palisades Fire. The LADWP designed the system
17 knowing that the system would completely fail during a high-volume demand event if the Santa Ynez
18 Reservoir was taken offline. Not only would this eliminate 117 MG of available water to the public, it
19 would also cause a substantial drop in water pressure rendering the entire system inoperable during a
20 high-volume demand event. This specific danger and inherent risk materialized during the Palisades
21 Fire.

22 121. During the Palisades Fire, the reservoirs, storage tanks and the pump stations that supply
23 them could not keep pace with the demand placed on the water supply, including the fire hydrants, and
24 were a substantial cause of the uncontrolled spread of the Palisades Fire. Catastrophically, instead of
25 receiving outflows from the Santa Ynez Reservoir downhill and simultaneously charging the Westgate
26 Trunk Line to higher dynamic pressure, water was redirected back uphill until pumps eventually failed
27 to lift water into the Trailer and Temescal Tanks. The Marquez Knolls Tank suffered a similar fate
28 when the Westgate Trunk Line pressure dropped below the factory-rated net positive suction head

1 required (NPSH_r) at the Marquez Knolls Pump Station. As a result of the Santa Ynez Reservoir being
2 drained, the Westgate Trunk Line was converted into an emergent lifeline operated as a radial (dead-
3 end) water transmission pipeline, a sole source of water volume and pressure, and conveying fire flow
4 in a single direction. This is contrary to a transmission pipeline naturally responding to reversible,
5 emergent high demands at any location in the system. As a further result of the Santa Ynez Reservoir
6 being drained and removed from the system, when firefighters connected hoses and engine suction
7 lines to numerous hydrants which increased the total fire flow to a level that exceeded the capacity of
8 the Westgate Trunk Line, the system was constrained by a one-directional flow and backpressure at
9 Sunset Boulevard near North Barrington Avenue. This all occurred because the Westgate Trunk Line
10 was severed from the Santa Ynez Reservoir, the most critical source of water volume and pressure for
11 all of Pacific Palisades. The shortfall in total water storage is grimly demonstrated by the fact that 10.13
12 miles of 36-inch pipeline contains 2.8 MG of (moving) water between North Barrington Avenue and
13 the Santa Ynez Reservoir, yet only 3.0 MG was available to supply fire flows from 3 tanks at the
14 highest elevations of Pacific Palisades.

15 122. According to Janisse Quiñones, the LADWP's chief executive and chief engineer, the
16 first storage tank – the Marquez Knolls tank – ran dry no later than 4:45 p.m. on Tuesday, January 7th;
17 the water level in the second tank – the Trailer Tank – began to plummet and it ran dry no later than
18 8:30 p.m. on Tuesday, January 7th; and water levels in the third tank – the Temescal Tank – began to
19 drop no later than 6:30 p.m. and it ran dry no later than 3:00 a.m. on Wednesday, January 8th.¹⁷ However,
20 the water pressure had run low well before 4:45 p.m. on Tuesday, January 7th. For example,
21 social media had reported that the fire hydrant near 1408 Lachman Lane was dry by 4:45 p.m., meaning
22 that the water pressure would have run low at that location some time *before* the dry hydrant was noticed
23 and posted about.

24 123. The Westgate Trunk Line pressure dropped causing the Marquez Knolls and Santa Ynez
25 Pump Stations to strain under conditions including, but not limited to, high static lift, high friction
26 losses (high velocities), low net positive suction head available (NPSH_a), and power supply issues.
27 The higher static lifts exceeded the stations' rated heads, causing operating points to "move to the left"
28

¹⁷ *Id.*

1 such that pumping rates fell far below factory rated capacities. The total fire flows exceeded the
2 capacity of respective reservoir fill lines and, instead of filling the 3 one-million-gallon tanks (Marquez
3 Knolls, Trailer and Temescal Tanks), the combined 3 MG storage quickly drained in failed attempts to
4 augment the total pumped flow up to hydrants at higher elevations. The severe shortfall of high-
5 elevation water storage meant that the Santa Ynez Pump Station (no longer autonomous) and all uphill
6 systems sequentially failed shortly after the dynamic pressure of the Westgate Trunk Line fell below
7 critical levels.

8 124. LADWP has admitted that 20% of the nearly 1,100 fire hydrants in the Palisades lost
9 water pressure during the fire.¹⁸ The actual number may be higher.

10 125. Los Angeles Fire Department Captain, Erik Scott, acknowledged that the empty state
11 of the reservoir negatively impacted the department's ability to fight the fire, explaining that there were
12 "challenges with water pressure while battling the Pacific Palisades fire" and that water "pressure
13 wasn't quite what we needed, and so it affected some fire hydrants."¹⁹

14 126. Further, Mark Pestrella, director of Los Angeles County Public Works, said the hydrant
15 system alone was "not designed to fight wildfires."²⁰

16 127. Other government officials have acknowledged the deficiencies of the water supply
17 system, noting "that the Santa Ynez Reservoir had been closed since about February for repairs to its
18 cover, leaving a 117-million-gallon water storage complex empty in the heart of the Palisades for nearly
19 a year."

20 128. Upmanu Lall, director of the Water Institute at Arizona State University, attributed the
21 lack of water availability and water pressure to the closing of the Santa Ynez Reservoir. Professor Lall
22 determined that without water from the reservoir, firefighters had to primarily rely on water tanks,
23 which were not designed to fight such a large fire.²¹

24 129. The overall public purpose being served by draining the Santa Ynez Reservoir and
25 leaving it empty for nearly a year, according to LADWP, was to seek contractor bids rather than using

27 ¹⁸ *Id.*

28 ¹⁹ <https://www.cbsnews.com/news/fire-hydrants-ran-dry-extreme-demand-pacific-palisades/>

²⁰ <https://www.nbclosangeles.com/news/california-wildfires/palisades-fire-firefighters-water-pressure/3597877/>

²¹ <https://www.youtube.com/watch?v=lV0eCYZq-sU>

1 in-house personnel to repair the reservoir. This stated public purpose was far outweighed by the
2 substantial risk posed to Pacific Palisades by wildfires. The degree of damage that resulted from the
3 Palisades Fire far outweighed any benefit that could have been realized by outsourcing and delaying
4 repairs to the Santa Ynez Reservoir. Plaintiff's and Class members' damages are severe and far exceed
5 the kind that are generally considered normal risks inherent in land ownership. Still, Plaintiff's and
6 Class members' damages occurred because of the operation of this system as it was planned and
7 constructed.

8 130. There was also, by design, insufficient water at the Chautauqua Reservoir, which
9 created an inherent risk that substantially caused the Plaintiff's and Class members' damages.

10 131. Further, despite dire warnings by the NWS of a "Particularly Dangerous Condition -
11 Red Flag Warning" of "critical fire weather" which had the potential for rapid fire spread and extreme
12 fire behavior, the LADWP was unprepared for the Palisades Fire.

13 132. LADWP issued a press release on January 23, 2025 titled, "Correcting Misinformation
14 About LADWP's Water System", which claimed, "All LADWP pump stations remained operational
15 during the fire, and water supply remained strong to the area."²² LADWP did not specify what
16 qualified as an "operational" pump station or what qualified as "strong" water supply. LADWP also
17 claimed: "Any assertion that fire hydrants in the Pacific Palisades were broken before the Palisades
18 fire is misleading and false. . . . LADWP repaired every hydrant needing repairs as reported by LA
19 Fire Department inspectors."

20 133. However, during a LADWP Commissioners' meeting on January 28, 2025, LADWP's
21 current chief of water operations, Anselmo Collins, said: "There was not enough pressure in the pipes
22 to provide what we call suction pressure for our pump to take that water, lift it to a higher elevation.
23 But as pressure dropped because of the high demands, eventually those pumps were no longer able to
24 pump water because the pressure was too low. The tanks that were full at the beginning were dropping
25 and while the pumps were still operational, the pumps could not keep up with the demand. There was
26
27
28

²² <https://www.ladwpnews.com/january-23-2025-update-ladwps-windstorm-and-wildfire-response>

1 more water leaving the tanks than we could physically put into the tanks because the demand was so
2 great....”²³

3 134. Collins’ statements to the Board of Water and Power Commissioners refute LADWP’s
4 own press release issued just five days earlier that all of its pumps remained operational during the fire
5 and that the water supply remained strong.

6 135. In an interview with the *Los Angeles Times*, Collins admitted that LADWP could have
7 shut off the water to adjacent neighborhoods such as Brentwood to increase the water pressure to the
8 Pacific Palisades but LADWP made a deliberate decision not to do so. “We had a plan, but we did not
9 execute on the plan,” Collins said.²⁴

10 136. The LADWP has recognized that the LADWP’s reservoirs, storage tanks and fire
11 hydrants was intended and deliberately designed to provide water to the public in the event of wildfires.
12 However, there was no other plan to rectify the lack of water pressure in the supply system, resulting
13 in dry fire hydrants and empty water tanks, leaving firefighters and homeowners with virtually no water
14 to fight the fire and destroying the Pacific Palisades community, an inherent risk of draining the Santa
15 Ynez Reservoir.

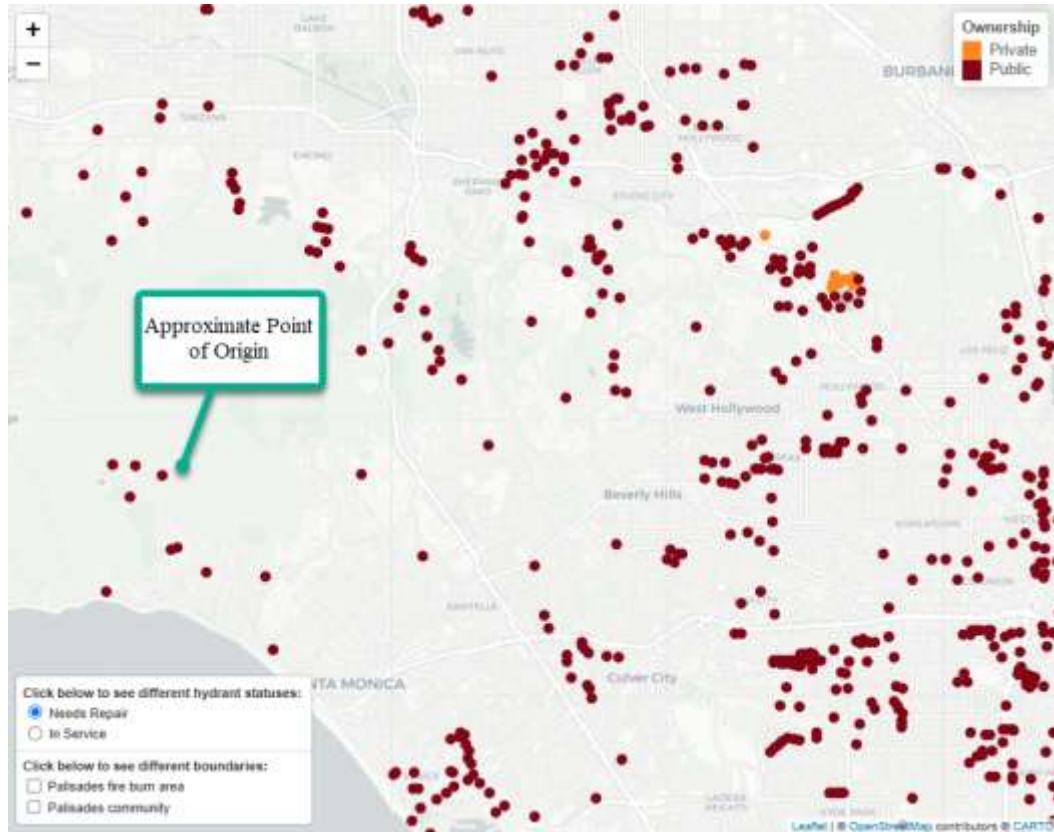
16 137. An independent investigation found otherwise. In 2024, firefighters inspected 65,979
17 hydrants and submitted a list of 1,350 fire hydrants needing further inspection or repairs. This included
18 hydrants in the Pacific Palisades area near where the fire broke out.²⁵ The defects in the hydrants
19 identified by the LAFD included broken valves, bent or damaged stems, and leaks.²⁶ The red dots
20 below show hydrants that were found to be in need of repair.

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22
23
24
25 ²³ <https://ladwp-jtti.s3.us-west-2.amazonaws.com/wp-content/uploads/sites/3/2025/01/03123125/Remarks-by-LADWP-Executives-about-Wind-and-Wildfire-Response-January-2025.pdf>

26 ²⁴ *Id.*

27 ²⁵ Ross Palombo, *KCAL News Investigation Finds More than 1,300 Fire Hydrants Need Maintenance Across LA*, KCAL News (Feb. 12, 2025, 5:58 PM), <https://www.cbsnews.com/losangeles/news/kcal-news-investigation-finds-more-than-1300-fire-hydrants-need-maintenance-across-la/#>.

28 ²⁶ Matt Hamilton, *LAFD Did Not Alert DWP to More than 1,000 Fire Hydrants Needing Repair*, L.A. Times (Mar. 21, 2025) <https://www.latimes.com/california/story/2025-03-01/lafd-dwp-more-than-1-000-fire-hydrants-needing-repair>.



138. Making matters worse, many of the hydrants that had received service were outdated. Seventeen percent of all hydrants in Los Angeles—including twenty-four percent of those within the Palisades Fire’s perimeter—had only a 2.5-inch outlet. According to an investigation by *The New York Times*, “The standard for modern fire hydrants is to be equipped with a larger outlet for firefighters to draw a greater volume of water, in addition to at least one other outlet.”²⁷ As the American Water Works Association, which establishes industry standards for fire hydrants across the country, stated in the article, a single 2.5 outlet is “not considered to be suitable for normal fire-protection service.”²⁸ In contrast, hydrants with 4-inch outlets allow firefighters to distribute a larger volume of water more quickly. Additional outlets also allow firefighters to attach more than one hose or provide backup if the primary outlet fails.

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

²⁸ *Id.*

1 139. Michael Fronimos, a fire chief in Michigan who has pressed fire departments to assess
2 their hydrant systems, “expressed surprise to see images of the smaller-capacity hydrants that [were] still
3 operating in the Palisades.”²⁹ The map below, from *The New York Times*, shows the prevalence of
4 outdated hydrants in and near the Palisades Fire’s perimeter.



21 140. The City deliberately decided to maintain the water supply system knowing that it
22 required the Santa Ynez Reservoir to be filled in order to function during high-volume demand events.
23 With the Santa Ynez Reservoir drained, and no alternate reservoir (such as the Palisades Reservoir)
24 filled in its place, the system lacked the requisite water pressure to function. Thus, the outdated trunk
25 line, outdated and unrepainted hydrants, and pumps that could not keep up when water demand was
26 high resulted in dry fire hydrants and empty water tanks, leaving firefighters and homeowners with

28

²⁹ *Id.*

1 virtually no water to fight the fire. The deliberate design and maintenance protocol created an inherent
2 risk of harm to residents of the Palisades and surrounding areas.

3 141. LAFD Captain Kevin Easton was part of a structure protection team assigned to protect
4 homes in Palisades Highlands on January 7th. After midnight, the fire hydrants that were being used
5 to fight the fire ran dry. “Completely dry – couldn’t get any water out of it”, said Captain Easton. As
6 reported by the *New York Times*, “Even on Wednesday afternoon – hours after the hydrants had gone
7 dry – there was still no water. Houses in the Highlands burned, becoming part of more than 5,000
8 structures destroyed by the Palisades fire so far.... By Thursday evening, Kristin M. Crowley, the chief
9 of the Los Angeles Fire Department, said firefighters had stopped tapping into the hydrants altogether.
10 ‘Right now, we’re not utilizing the hydrants,’ Chief Crowley said.”³⁰

11 142. Rick Caruso, a real estate developer who served two previous terms as President of the
12 LADWP, relied upon a team of private firefighters with their own water tenders to protect his outdoor
13 shopping mall, The Palisades Village, as well as some nearby homes. On January 7th at approximately
14 11:11 p.m., Mr. Caruso was interviewed live on Fox 11 News. “There’s no water in the Palisades.
15 There’s no water coming out of the fire hydrants,” Caruso said. “This is an absolute mismanagement
16 by the City. It’s not the firefighters’ fault but it’s the City.” “If you don’t have water, you can’t put out
17 fires.”³¹

18 143. LADWP had notice of water pressure problems in the Pacific Palisades no later than
19 August 2024 and as early as 2021. However, LADWP deliberately decided to maintain the water
20 supply system as it was.

21 144. This water supply system failed during the Palisades Fire, and this failure was a
22 substantial factor in causing damage to the Plaintiff’s and Class members’ properties. Specifically, the
23 mass destruction of property in the Palisades Fire was the necessary and probable result of the way the
24 LADWP chose to design, construct and maintain the water supply system. The LADWP deliberately
25 chose to make the Santa Ynez Reservoir the *sine qua non* of the entire water supply system, knowing
26 the removal of that reservoir would cause the entire system to fail during high-volume demand event.

27
28 ³⁰ <https://www.nytimes.com/2025/01/09/us/los-angeles-fire-water-hydrant-failure.html>

³¹ <http://www.foxla.com/video/1573156>

1 The immediate, direct, and necessary effect of that choice was to produce the catastrophic damage
2 suffered by thousands in the Palisades fire. That damage was an inescapable and unavoidable
3 consequence of the water supply system, as designed, planned and constructed by the LADWP.

4 145. The first waterdrop from an LAFD helicopter occurred around 10:40 a.m. on January
5 7. However, due to the LADWP's decisions to cover and drain the Santa Ynez and Pacific Palisades
6 Reservoirs, the rate and volume at which helicopters could support the firefight was severely
7 diminished. Helicopters were forced to fly to far-away helipads in Malibu and elsewhere to refill their
8 water tanks before returning to the fire to drop their loads of water. As a result, aerial firefighting was
9 unable to contain the spread of the fire. By approximately 2:00 p.m. on January 7th, the fire had burned
10 into residential neighborhoods. Ground-based firefighters applied water from hydrants, but almost
11 immediately—and by no later than—2:30 p.m. the water level in the Trailer Tank began to “plummet”.

12 146. By approximately 5:00 p.m. the fire had burned southward into the Marquez Knolls
13 neighborhood, and the Marquez Knolls water storage tank was empty. Aerial firefighting efforts were
14 discontinued at approximately 7:00 p.m. for the night due to strong winds.

15 147. By approximately 5:00 p.m., low water pressure was reported in the fire hydrant
16 adjacent to 1408 Lachman Lane in the Marquez Knolls.

17 148. Despite the scope and scale of the Palisades Fire, where water was available to
18 firefighters, they were able to save structures.

19 **G. The Santa Ynez Reservoir and Palisades Reservoir, Critical Water Resources for the**
20 **Palisades, Were Empty During the Palisades Fire**

21 149. As set forth in detail above, at the time of the events in question, the Santa Ynez Reservoir,
22 a 117-million-gallon water storage complex that is part of the Palisades water supply system was empty
23 at the time of the Palisades Fire erupted, leaving firefighters with only 2.5% of the Palisades' total water
24 supply to fight the fire. The Santa Ynez Reservoir had been out of commission since February of 2024,
25 awaiting repairs to its cover. LADWP made the conscious decision to operate the water supply system
26 with the reservoir drained and unusable as a “cost-saving” measure. With the Santa Ynez Reservoir
27 effectively out of commission, hydrants in Pacific Palisades failed after three tanks each holding 1 million
28 gallons of water went dry within 12 hours.

1 150. LADWP's Santa Ynez Reservoir was drained and out-of-service during the Palisades Fire
2 and that this failure was the result of LADWP's decision to forgo proper and reasonable inspection,
3 maintenance and repair of the reservoir's floating cover as a cost savings decision. The disastrous result
4 was that fire hydrants ran dry during the critical first twelve hours of the firefight, which was an inherent
5 risk of LADWP's "wait until it breaks" maintenance policy. LADWP's decision to forgo maintenance
6 of the Santa Ynez Reservoir was a substantial factor in causing the losses suffered by Plaintiff and Class
7 members as alleged herein.

8 151. The Santa Ynez Reservoir was built to provide a critical public use – fire protection.
9 Indeed, to accommodate growth in Pacific Palisades, the LADWP built the Santa Ynez Reservoir in
10 Santa Ynez Canyon, as well as a pumping station "to increase fire protection," as the LADWP's then-
11 chief water engineer, Gerald W. Jones, told the *Los Angeles Times* in 1972. Such public use concerns the
12 whole community in Pacific Palisades and surrounding areas, as distinguished from a particular number
13 of individuals. When that public use became most needed on January 7, 2025, the Santa Ynez Reservoir
14 was empty, having been drained in April of 2024 awaiting repairs to its floating membrane cover.

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

24 153. LADWP's Wildfire Mitigation Plan specifically states that its reservoirs are available for
25 use during wildfire events.

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

reservoirs, and helipads within the Los Angeles Metro and Aqueduct areas as well as over 60,000 fire hydrants citywide that are available to support fire-fighting efforts.”³²

154. As originally designed, the Santa Ynez Reservoir supported hover, or snorkel, fill-ups from helicopters. Hover fills—where a helicopter hovers over a body of water and uses a snorkel to fill up its tank—are significantly faster than ground fills, in which a helicopter must land, connect a hose to a hydrant to fill up, and depart. Around 2010, LADWP made the deliberate decision to install a floating cover on the Santa Ynez Reservoir. According to an LADWP project manager, “Once the floating cover is in place, these helicopters will no longer be able to dip their snorkels into the Santa Ynez Reservoir, but will instead have to use the cistern at Pacific Palisades Reservoir.”³³ LADWP made the deliberate decision to cover the reservoir to prohibit hover fills despite the availability of other covers or systems that would have permitted hover fills. In addition, LADWP also deliberately maintained the cistern at Pacific Palisades Reservoir in a way that allowed it to crack and leak and ultimately made the deliberate decision to drain that reservoir. As a result, LADWP made the deliberate decision to maintain two reservoirs—originally designed to permit snorkel fills—in such a way so that neither reservoir allowed snorkel fills on January 7, 2025.

155. LADWP's Operations, Maintenance, and Monitoring Plan (OMMP) required LADWP to perform annual underwater inspections of the floating cover of the Santa Ynez Reservoir to inspect it for damage, tears and leaks. However, LADWP deliberately adopted a maintenance protocol that did not allow damage to the floating cover to be discovered sufficiently early, such that repairs could be made without the need to drain the Santa Ynez Reservoir. This maintenance protocol created an inherent risk in that large tears or other damage to the floating cover would require the Santa Ynez Reservoir to be drained so that repairs could be made, thereby compromising the integrity and functionality of the entire water supply system, as described above.

156. State regulators required LADWP to follow the guidelines in the “Geomembrane Floating Covers and Liners” Manual of Water Supply Practices, published by the American Water Works Association (commonly referred to as the “M25” Manual). This M25 Manual recommends “A detailed inspection on the floating cover should be performed on a monthly basis, at a minimum” to

³² <https://www.ladwp.com/who-we-are/power-system/power-reliability/wildfire-mitigation-plan>

³³ Dev, *Santa Ynez Reservoir Construction Begins*, Palisadian-Post (July 23, 2009), <https://www.palipost.com/santa-ynez-reservoir-construction-begins/>.

1 check for holes and tears in the cover. This manual further recommends that during the monthly
2 detailed inspection, the inspector should perform the following work:

- 3 a. Traverse the floating cover at a maximum of 25-foot intervals, ensuring all shop and
4 field seams are inspected;
- 5 b. Check all hatches, vents, and surface water collection areas along with the overall
6 surface of the floating cover for accumulation of debris, surface water, and signs of
7 leakage;
- 8 c. Mark all holes and tears that are found. Patch damaged areas utilizing closed-cell
9 repair floats to maintain a gap between the finished water and the floating cover area
10 under repair.
- 11 d. Note all comments on the inspection checklist including the type and location of all
12 repairs made, equipment maintenance, and cleaning. Sign and date the checklist.

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

- 17 a. Inspect and document floating cover conditions, at reservoir inlets and outlets,
18 valves and gates, grillages and floating cover support structures, and surface water
19 collection throughs;
- 20 b. Compare documentation taken to previously recorded video and/or photos on file;
- 21 c. Prepare a written report detailing findings, including video and/or photos, with
22 specific maintenance recommendations.

23 158. John Kemmerer, Regulatory Affairs and Consumer Protection, Water Quality Division,
24 of LADWP wrote an internal email, dated November 19, 2024, which made the following stunning
25 admissions:

26 “During our meeting yesterday we discussed seeking DDW’s approval to change our
27 commitment for underwater inspections of reservoirs with floating covers. As discussed
28 and as noted below, **the OMMPs for these reservoirs state that underwater**
inspections will be done ‘at least once a year’. We’d like to revise this to once every
three years (two per year).

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

159. The floating cover on the Santa Ynez Reservoir was defective and prone to tears, and despite a history of tears in the cover, LADWP failed to perform detailed monthly inspections or annual underwater inspections of the floating cover to check for damage and tears. Specifically, a tear in the floating cover occurred in early 2022 and LADWP hired the contractor which originally installed the cover, Layfield USA Corporation, to perform repairs in May of 2022. A 36-inch tear in the floating cover was discovered in April of 2022 by LADWP. LADWP issued a purchase order to Layfield on May 17, 2022, to repair that tear. On April 27, 2022, LADWP began draining the Santa Ynez Reservoir in preparation for performing this repair. Once drained, LADWP discovered that the size of the actual tear was 6 feet long, the full extent of which was not visible until the reservoir had been drained because LADWP had not performed the required monthly detailed inspections or annual underwater inspection of the cover. The repair to the tear in the floating cover was completed and LADWP began refilling the Santa Ynez Reservoir on June 16, 2022, and that the reservoir was placed in full service on July 28, 2022, or three months after the tear was originally discovered.

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

161. Based upon this aerial inspection, an LADWP Construction and Maintenance Supervisor sent an email on February 13, 2024 saying, "I would say that a tear that magnitude is outside

1 of our expertise and capabilities.” That same day, LADWP contacted Layfield requesting a quote to
2 repair the tear and asked, “If possible, we would like to stop the propagation of the tear. Would you
3 happen to have any tools/products you can recommend to stop the tear from opening more? We are
4 thinking of making a hole punch at the end of the tear to slow it down. Does that seem feasible? If so,
5 how big should the hole be?” However, LADWP failed to perform any interim repair to stop the
6 propagation of the tear, which only continued to worsen over time.

7 162. LADWP began draining the Santa Ynez Reservoir on or about February 27, 2024, of
8 its 56 million gallons of water, which was discharged into the Pacific Ocean. The LADWP could have
9 left water in the reservoir, uncovered, while the cover was being repaired. Even if more expensive,
10 this would have permitted helicopters to hover fill at Santa Ynez Reservoir and increased the volume
11 in the water supply system should a fire erupt while the cover was being repaired. Despite this
12 alternative, however, LADWP deliberately decided to conduct repairs with the reservoir empty.

13 163. In March 2024, LADWP began to plan to refill the Palisades Reservoir at the top of
14 Chautauqua Boulevard, which had been out of service since July 2013, as an alternate water supply
15 source for the Palisades while the Santa Ynez Reservoir was undergoing repairs. However, shortly
16 after LADWP began preparing to refill the Palisades Reservoir, which has a concrete cover, leaks and
17 structural concerns were discovered by LADWP. In a March 29, 2024 email, an LADWP manager of
18 property management stated, “About #2, looks like Palisades Res is off the table since Civil Structural
19 deemed the roof unsafe and employees shouldn’t be inside. We don’t know what Water Control’s Plan
20 B looks like.” LADWP deliberately eschewed a “Plan B” to provide the Palisades with a backup source
21 of water storage while the Santa Ynez Reservoir was drained for repairs to the cover. Specifically,
22 LADWP did not spend the money necessary to quickly repair the Palisades Reservoir, thus accepting
23 the inherent risks involved in leaving its water supply system with two empty reservoirs should a fire
24 erupt.

25 164. On April 2, 2024, LADWP reported in their Water Quality Control Minutes that the
26 Santa Ynez Reservoir “is verified empty” and that “crews will prepare for floating cover assessment
27 and repair.”

1 165. On April 4, 2024, LADWP estimated the size of the tear in the floating cover was 120
2 feet in length.

3 166. On April 9, 2024, LADWP reported that the size of the tear was 162 feet 6 inches in
4 length. Still, LADWP had done nothing to stop the propagation of the size of the tear three months
5 after the tear was first discovered.

6 167. Layfield submitted a proposal to repair the tear in the cover of the Santa Ynez Reservoir
7 on February 27, 2024, and again on April 17, 2024.

8 168. Despite the decision in March of 2024 that the Palisades Reservoir was structurally
9 unsound and could not be put back into service temporarily as a “Plan B” while the Santa Ynez Reservoir
10 was drained for repairs, inexplicably in June of 2024 LADWP issued an internal email from its Water
11 Operations Division stating:

12 “*The Pacific Palisades Reservoir will be returned to service after being out of service for
13 over a decade. The reservoir is currently being cleaned with an inlet/outlet line
14 modification. Placing the reservoir into service was necessary, especially during the
summer months, as the Santa Ynez Reservoir is out of service due to a major tear on its
floating cover. A contract is currently being implemented for the repair of the tear.*”

15 169. This statement was apparently false, as LADWP had previously deemed the Palisades
16 Reservoir unsafe months earlier and no contract had been “implemented” to repair the tear in the cover
17 of the Santa Ynez Reservoir. Indeed, as alleged infra, that contract would not be awarded to Layfield
18 until November 21, 2024.

19 170. LADWP continued to publish these apparently false statements to regulators, knowing
20 them to be untrue. Specifically, on June 6, 2024, John Kemmerer, Regulatory Affairs and Consumer
21 Protection of LADWP’s Water Quality Division, sent an email to members of the California Water Board
22 stating:

23 “*As noted during our Project Status meeting last month, LADWP is looking to put the
24 Pacific Palisades Reservoir back into service to address potential water supply shortfalls
25 due to the Santa Ynez Reservoir being out of service. There is now interest in putting this
Reservoir back into service as soon as possible. Pacific Palisades Reservoir would
potentially remain in service until repairs to the cover of the Santa Ynez Reservoir are
completed, which may be until approximately November, 2024.*”

27 171. Although LADWP had already received Layfield’s repair proposal in February and/or
28 April of 2024, LADWP decided to put the repair work out for competitive bids on June 20, 2024. This

1 was a deliberate decision made in the hope of saving costs on repairing the reservoir. Although four
2 bidders initially expressed interest, Layfield was the only contractor that actually submitted a bid to
3 perform the repairs. Results of the bid were published on July 11, 2024.

4 172. On August 8, 2024, a Webex meeting was held between various LADWP engineers and
5 property managers the following decision was made:

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

9 173. On August 13, 2024, LADWP sent an email to Layfield stating, “We are pleased to
10 announce that the Los Angeles Department of Water and Power has awarded the Bid for REPAIR,
11 FLOATING COVER, SANTA YNEZ RESERVOIR, to your company, Layfield USA Corporation.”
12 The email also asked Layfield to submit the required performance, labor and material bond forms
13 within 30 days. On September 10, 2024, Layfield submitted the required bond forms to LADWP.

14 174. The Palisades Fire erupted in the Palisades Highlands a year after the tear in the cover
15 of the Santa Ynez Reservoir had been discovered by LADWP and nine months after the reservoir had
16 been emptied. Unlike the 2022 tear where LADWP drained, repaired the tear and refilled the reservoir
17 within three months, LADWP inexplicably failed to repair the 2024 tear more than a year after it was
18 first discovered and made no provision for a backup source of water supply to Pacific Palisades in the
19 event of a wildfire.

20 175. LADWP’s deliberate decisions (1) to drain the Santa Ynez Reservoir while repairing
21 its cover, (2) to leave the Pacific Palisades Reservoir empty while the Santa Ynez Reservoir was
22 drained, and (3) to solicit competitive bids rather than promptly accept Layfield’s initial bid caused the
23 destruction and damage of the Plaintiff’s and Class members’ properties. This destruction and damage
24 was the “inescapable or unavoidable consequence” of draining the Santa Ynez Reservoir because fire
25 hydrants ran dry during the critical early hours of fighting the fire. Removing this critical water source
26 from the fire hydrant system in the Palisades was a substantial factor in causing the damage and
27 destruction of the Plaintiff’s and Class members’ properties. Had LADWP followed its own OMMP,
28 state regulations and industry guidelines for the inspection and repair of the floating cover, the tear that

1 LADWP discovered in January of 2024 could have been discovered earlier in its incipient stage when
2 a repair could have been performed in accordance with the M25 Manual's guidelines without the need
3 to drain the reservoir.

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

12 177. Consistent with its maintenance protocol, the LADWP deliberately elected to forego
13 annual underwater inspections of the floating cover, even though industry standards required such
14 annual inspections. This deliberate election resulted in the need to drain the Santa Ynez Reservoir in
15 order to repair large tears in the cover, which had gone undetected. With the Santa Ynez Reservoir
16 drained, the entire water supply system was compromised, causing the system to fail during high-
17 volume demand events, like the Palisades fire. The LADWP deliberately adopted this maintenance
18 protocol as a "cost-saving" measure. The maintenance protocol further deemphasized the need for
19 prompt repairs. The LADWP knew prompt repairs were necessary to prevent tears from growing larger,
20 thereby requiring the Santa Ynez Reservoir to be drained. However, notwithstanding such knowledge,
21 the LADWP deliberately implemented a maintenance protocol that did not make repairs a priority. The
22 LADWP Critical Infrastructure Manual further mandates that the LADWP "[e]stablish alternate water
23 supply as needed" and "[m]ake necessary service repairs to restore water service." The LADWP,
24 instead, deliberately chose to implement a maintenance protocol that did not prioritize prompt repairs.

25 178. On Friday, January 10, 2025, California Governor Gavin Newsom ordered an
26 independent investigation of the LADWP over the loss of water pressure and deliberate shut down of
27 the Santa Ynez Reservoir by the LADWP, calling it "deeply troubling." The Governor further
28 acknowledged that the loss of water pressure "likely impaired" the ability of firefighters to protect

1 homes and evacuation corridors in Pacific Palisades. Further, former LADWP manager, Martin
2 Adams, an expert on the Los Angeles water supply system, confirmed that water pressure in Pacific
3 Palisades would have “lasted longer” had the Santa Ynez Reservoir been operable. Since the fire, there
4 has been no information released to the public about the status of this investigation, who is leading it
5 and when the results may be released.

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

11 180. The alleged public purpose being served by draining the Santa Ynez Reservoir and
12 leaving it empty for nearly a year, according to the LADWP, was to seek contractor bids rather than
13 using in-house personnel to repair the Reservoir. This stated public purpose was far outweighed by the
14 substantial risk posed to Pacific Palisades by wildfires. The degree of damage that resulted from the
15 Palisades Fire far outweighed any alleged benefit that could have been realized by outsourcing and
16 delaying repairs to the Santa Ynez Reservoir. Plaintiff’s and Class members’ damages are extremely
17 severe and far exceed the kind that are generally considered normal risks inherent in land ownership.

18 181. Having a backup water storage tank for firefighting helicopters to use when the Santa
19 Ynez Reservoir was out of service was made known to LADWP as far back as 2004 when LADWP
20 first proposed installing the floating cover on the Santa Ynez Reservoir. Specifically, concerns were
21 raised by LAFD officials about the danger of a wildfire occurring while the reservoir was drained and
22 out of service. At a Palisades Highlands Community Meeting in November of 2004, Glenn Singley,
23 LADWP’s director of water engineering and technical services, was asked by Paul Shakstad, chief
24 pilot of LAFD’s air operations, how emergencies such as brush fires, would be handled while the cover
25 was being constructed over the Santa Ynez Reservoir. “When Singley was asked about how
26 emergencies, such as brush fires, would be handled while the improvements were being done, he
27 replied that arrangements would be made to also use the Chautauqua reservoir. That answer did not
28 satisfy Paul Shakstad, chief pilot of L.A. Fire Department’s air operations, who pointed out ‘grading

1 needs to be done ‘to accommodate the larger Erickson snorkel-equipped firefighting helicopters at
2 Chautauqua (on a ridge between Temescal Canyon and Rivas Canyon). ‘And it is absolutely imperative
3 that we have an adequate water supply. We need a hydrant and some kind of cistern,’ which would
4 allow a helicopter to fill up in less than two minutes. When Singley offered to have a 3,000-gallon
5 cistern placed on-site when necessary, Shakstad objected, saying ‘that would take too long.’ He
6 suggested instead that a storage tank be permanently stored there with high-pressure pumps. Singley
7 agreed and will meet with LAFD’s air operations unit and Bob Cavage of the Palisades community
8 advisory committee in the next few weeks. The existing helipad and hydrant at the Santa Ynez reservoir
9 will be used for smaller helicopters.”³⁴ The decision to cover and then drain the Santa Ynez Reservoir,
10 as well as the decision to leave the Pacific Palisades Reservoir empty, meant that neither reservoir were
11 available for helicopters to hover fill.

12 182. Despite dire warnings by the NWS of a “Particularly Dangerous Condition – Red Flag
13 Warning” of “critical fire weather”, which had the potential for rapid fire spread and extreme fire
14 behavior, the LADWP was unprepared for the Palisades Fire on January 7, 2025 and had no backup
15 “Plan B” water storage facility available for firefighting helicopters to use.

16 183. On June 26, 2025, LADWP announced it had finally repaired the floating cover and
17 returned the Santa Ynez Reservoir to service. This announcement by LADWP came 18 months after
18 the tear in the cover was first discovered in January of 2024. In response to LADWP’s press release,
19 L.A. City Councilmember Traci Park, who represents Pacific Palisades said, “While I’m glad it’s now
20 back in service, the reservoir has been offline since early 2024, including on the one day in history it
21 was needed most. Our water infrastructure must be emergency-ready, every day. Anything less puts
22 everything we hold dear at risk.”³⁵

23 **H. The Empty Santa Ynez and Palisades Reservoirs Forced Water-Dropping Helicopters to
24 Refill Their Tanks Miles Away During the Critical Initial Attack of the Fire**

25 184. The Santa Ynez Reservoir has a helipad with a fire hydrant dedicated for use by LAFD
26 water-dropping helicopters to land and refill their water tanks in the event of a brush fire. LADWP has
27

28 ³⁴ <https://www.palipost.com/dwp-finalizes-local-reservoir-project/>

³⁵ <https://www.latimes.com/environment/story/2025-06-26/pacific-palisades-santa-ynez-reservoir>

1 “formal agreements” with LAFD for use of this reservoir specifically for firefighting purposes. However,
2 with the Santa Ynez Reservoir drained, the 117-million gallons of water supply, the hydrant at this
3 helipad lost water pressure and/or ran dry during the Palisades Fire, forcing helicopters to fly miles away
4 from the fire zone to refill their water tanks in Malibu at L.A. County Fire Department’s helipad “69
5 Bravo” near Saddle Peak Road, and at L.A. County Fire Department’s “Camp 8” at the top of Las Flores
6 Canyon Road in Malibu and other remote helipads, resulting in a substantial cause of the harm alleged
7 herein. The straight-line one-way distance between the Santa Ynez Reservoir and the Bravo 69 helipad
8 is 3.4 miles. The straight-line distance between the Santa Ynez Reservoir and the Camp 8 helipad is 4.2
9 miles. Round trip flights to and from these remote helipads would double these distances.

10 185. Four LAFD helicopters, four L.A. County Fire Department helicopters, one Ventura
11 County Fire Department helicopters, one Helinet Aviation Services helicopter, and one Orange County
12 Fire Authority helicopter had to spend significant time outside of Pacific Palisades to refill their water
13 tanks because the Santa Ynez Reservoir and Pacific Palisades Reservoir were unavailable. In addition,
14 because both reservoirs were empty (and even if it had been full, the Santa Ynez Reservoir was
15 maintained to prohibit hover fills), helicopters could not hover fill over these reservoirs. As a result of
16 LADWP’s deliberate decisions, the volume and rate of water drops was significantly reduced, allowing
17 the fire to spread in a rapid and uncontrolled manner causing damage.

18 186. Had the Palisades Reservoir (also known as the Chautauqua Reservoir) been filled while
19 the Santa Ynez Reservoir was out-of-service, in addition to providing the necessary pressure for the water
20 supply system to function properly, its helipad could have been used to refill water-dropping helicopters
21 without the need for them to fly to remote helipads outside of the Palisades on January 7th.

22 187. LADWP’s press release stating, “Water pressure in the system was lost due to
23 unprecedented and extreme water demand to fight the wildfire *without aerial support*” (emphasis added)
24 appears false. As alleged above, numerous water-dropping helicopters engaged in “aerial support” to
25 fight the fire. However, because of the lack of water supply in LADWP’s system in the Palisades, these
26 water-dropping helicopters were forced to fly miles away from the fire to fill their water tanks, thus losing
27 critical hours to fight the fire.

1 188. The Palisades Reservoir and helipad is located immediately upslope from the “Alphabet
2 Streets” where 95% of the homes were destroyed by the fire.

3 **I. LADWP’s Aging Overhead Electrical Equipment Failed During the January 7, 2025**
4 **Wind Event Which Caused Multiple Fires Throughout Pacific Palisades**

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

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

13 191. LADWP’s arcing power lines interfered with firefighters’ efforts to suppress the fire,
14 as evidenced by a video showing a hand crew pulling off the fire line due to arcing power lines above
15 their heads.

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

19 193. This tragic conflagration was also exacerbated in part by LADWP power equipment,
20 which also were substantial factors in causing and contributing to the damage from the Palisades Fire
21 as well as downed powerlines from a broken power pole, which may have created a source of ignition
22 at approximately 10:30 p.m. on January 7, 2025 above LADWP’s Temescal Water Tank on the
23 Temescal Canyon Trail. When asked if the downed powerlines from the broken power pole above
24 LADWP’s Temescal Water Tank were energized on the day of the fire, LADWP told a reporter from
25 The Washington Post that those lines had been abandoned and de-energized for the past five years and
26 were not energized at the time of the fire. LADWP stood by this statement for months until an LADWP
27 attorney finally admitted to a plaintiff’s attorney on March 20, 2025, buried in a footnote on the last
28 page of a letter:

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

6 194. LADWP water and power equipment taken together were a substantial cause of damage
7 to Plaintiff's and Class members' real and personal properties.

8 195. LADWP's wood utility poles and attached electrical equipment were outdated,
9 overloaded and did not meet the requirements of CPUC GO 95 at the time of the Palisades Fire.
10 Specifically, LADWP's 2023-2025 Wildfire Mitigation Plan states:

11 “LADWP treats CPUC GO 95 as a key industry standard for design and construction standards
12 for overhead electrical facilities. LADWP meets all applicable requirements in GO 95. LADWP
13 uses GO 95 as a minimum standard and may exceed these standards to accommodate new
14 materials and new equipment.”

15 196. Among other standards, GO 95 rules specify maximum wind speeds that wood utility
16 poles must withstand by requiring them to be designed to “will not fail” at certain wind speeds. For
17 LADWP's wood utility poles installed in Pacific Palisades, GO 95's “will not fail” wind speed was 97
18 miles per hour. Many of LADWP's wood utility poles broke, snapped and/or failed on January 7, 2025,
19 at wind speeds well below 97 miles per hour.

20 197. LADWP's wood utility poles that it designed, constructed and maintained in Pacific
21 Palisades did not meet GO 95 “will not fail” wind speed standards because they were overloaded, beyond
22 their useful life and/or decayed and not properly guyed or maintained, which resulted in a large number
23 of wood poles breaking, snapping and/or failing causing energized powerlines to fall onto structures and
24 flammable vegetation igniting additional fires throughout Pacific Palisades on January 7, 2025.
25 LADWP's Wildfire Mitigation Plan required LADWP to block reclosers during Red Flag Alerts by the
26 LAFD. A recloser is an automatic smart switch in a power distribution system that detects and responds
27 to faults on powerlines by temporarily shutting off power and then attempting to restore power in an
28 attempt to clear the fault. Blocking a recloser is a tool commonly used by utility companies in Southern
California to prevent wildfires by not allowing electricity to be restored to a powerline after an initial
fault has been detected from either a downed powerline or from contact between a powerline and a tree
limb. Reclosers can be programmed to attempt to restore power after a fault is detected one, two or three

1 times before locking out, or can be “blocked” from attempting to restore power after the initial fault is
2 detected. According to LADWP’s Wildfire Mitigation Plan:

3 “Upon notification from LAFD of a Red Flag Alert, ECC personnel will be responsible
4 for blocking the 4.8kV distribution system reclosers in Tier 3 HFTDs either by
remotely or by dispatching personnel to reduce wildfire ignition risks.”

5 198. Despite the days of Red Flag Warnings leading up to the January 7, 2025, the reclosers
6 on 4.8kV distribution systems in Pacific Palisades were not blocked on the morning of January 7, 2025.
7 Rather, on the afternoon of January 7, 2025, LADWP’s Energy Control Center (“ECC”) personnel did
8 attempt to block 4.8kV distribution system reclosers in Pacific Palisades as required by LADWP’s
9 Wildfire Mitigation Plan but were unable to do so because LADWP’s antiquated equipment was
10 broken and failed.

11 199. On or about 1:47 p.m. on January 7, 2025, LADWP’s Electric Trouble System (ETB)
12 requested that circuits at its Distribution Station 29 (“DS-29”) located on Sunset Boulevard and Via De
13 La Paz in Pacific Palisades be de-energized “due to proximity to fire.”

14 200. On or about January 29, 2025 (several weeks after the fire), LADWP modified one or
15 more log entries from January 7, 2025.

16 201. When ETB made the de-energize order, it was for circuit 29-9 (originally misidentified
17 in real-time as “20-9”).

18 202. LADWP sent a Substation Operator (“SSO”) to DS-29 to fulfill the de-energize request.

19 203. The LADWP operator apparently encountered traffic en route, and accordingly, the
20 LADWP personnel advised LADWP ECC that the operator would continue to DS-29 unless something
21 changes and “it becomes an emergency,” in which case the entire DS-29 station could be remotely
22 dropped, meaning de-energized.

23 204. LADWP did not then order that all of DS-29 be de-energized, meaning that things had
24 not changed and LADWP did not consider the de-energize request to be an emergency. The operator
25 continued en route.

26 205. Based upon LADWP radio calls on September 29, 2025, LADWP never advised that
27 there was an emergency such that DS-29 should be entirely de-energized.

1 206. According to the modified LADWP Log Entry document, a LADWP's Substation
2 Operator arrived at DS-29 at 6:03 p.m., more than four hours after the initial request, and, two minutes
3 later, LADWP's ECC advised the ETB that the substation operator was "in at DS-20."

4 207. Whenever the SSO arrived at DS-29, he asked LADWP ECC which circuits needed to be
5 deenergized. The LADWP ECC controller advised that he was not sure and did not have a list, but he
6 thought it was at least "29-3" (which had never been identified in the log or on produced radio traffic)
7 and maybe another.

8 208. LADWP ECC called ETB, who in turn advised that nothing needed to be deenergized
9 and the SSO should just hold. The modified LADWP Log Entry document reads that ETB "reports no
10 circuits need to be de-energized at this time."

11 209. According to the modified LADWP Log Entry document, at 6:11 p.m. "SSO instructed
12 to de-energize 29-8, SSO reports he will perform required switching but will need to evacuate DS-29
13 immediately after completing switching."

14 210. Thereafter, LADWP ECC advised ETB that no circuits were deenergized because the
15 remote cord to trip the circuit breaker was "B/O" or in bad order and inoperable. The LADWP Log Entry
16 document also reads, "Remote cord B/O, unable to de-energize 29-8, fire is outside DS-29 and SSO
17 needs to evacuate." "B/O" of the remote cord means that the LADWP power equipment malfunctioned
18 and failed, thereby resulting in the failure to de-energize at least circuit 29-8. As such, powerlines from
19 DS-29 remained energized in Pacific Palisades.

20 211. As a proximate result of the remote cord malfunctioning when SSO Gonzalo Mendoza
21 attempted to de-energize the circuits at DS-29 on January 7th, LADWP's energized powerlines arced,
22 sparked and ignited multiple fires in Pacific Palisades which caused the Plaintiff's and Class members'
23 damages as alleged herein, at least in part.

24 212. LADWP recognized the risk that its energized electrical equipment could ignite fires if
25 they came into contact with each other or with tree limbs during the forecasted Red Flag Alert, and in
26 preparation for the forecasted historic wind event, Load Dispatcher Timmermann at LADWP's ECC
27 issued an order on January 6, 2025 that all ECC Tier 3 (Red Flag Alert) remote-controllable reclosers
28 be blocked consistent with LADWP's Wildfire Mitigation Plan. As a result of this action, LADWP

1 blocked its reclosers at DS-122, RS-R, RS-M, DS-77 and DS-86. However, many of LADWP's
2 Distribution Stations had outdated and antiquated equipment which could not be controlled remotely
3 and required a substation operator to travel to these stations and manually block their reclosers.
4 LADWP failed to manually block the reclosers at many of its substations on January 7th, including,
5 but not limited to DS-29, DS-195 and DS-198.

6 213. LADWP's Pole Top Distribution Station 195 ("DS-195"), located near the corner of
7 Temescal Canyon Road and Sunset Blvd, Pacific Palisades, did not have its reclosers blocked as required
8 by LADWP's Wildfire Mitigation Plan during a Red Flag Alert, and as a result DS-195 recorded 26 fault
9 events between 2:15 p.m. and 4:23 p.m. on January 7, 2025. Each of these fault events was the result of
10 line-to-line overvoltage which caused electrical arcing and/or transformers to explode igniting fires
11 which contributed to the Plaintiff's and Class members' damages.

12 214. LADWP's Pole Top Distribution Station 198 ("DS-198"), located near Sunset Blvd and
13 Marquez Place, Pacific Palisades, also did not have its reclosers manually blocked as required by
14 LADWP's Wildfire Mitigation Plan during Red Flag Alerts, which resulted in at least eight (8) high
15 current electrical faults between 2:11 p.m. on January 7th and 3:55 a.m. on January 8, 2025. These
16 faults caused arcing, sparking and the ignition of additional fires in Pacific Palisades, which contributed
17 to the Plaintiff's and Class members' damages.

18 215. LADWP's broken and failed equipment at its Distribution Stations, including but not
19 limited to DS-29, DS-195 and DS-198, was a substantial factor in causing the damage and destruction
20 of thousands of homes in Pacific Palisades and leading to Plaintiff's and Class members' damages.

21 216. Because LADWP failed to de-energize its powerlines on January 7, 2025, LADWP's
22 electrical equipment caused additional fires to erupt throughout Pacific Palisades as a direct and
23 proximate result of the following failures of LADWP's electrical facilities:

- 24 a. LADWP wood utility poles snapped in the wind because they were overloaded with
25 electrical and communications equipment, causing energized powerlines to fall onto
26 structures and flammable vegetation;
- 27 b. LADWP's pole-mounted transformers exploded, discharging flaming mineral oil
28 onto surrounding structures and flammable vegetation;

- c. LADWP's energized powerlines slapped together in the wind, causing electrical arcing that discharged molten aluminum to fall onto structures and flammable vegetation;
- d. LADWP's wood utility poles caught fire from electrical arcing events, which spread to adjacent structures and flammable vegetation.

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

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

219. Further, LADWP's arcing power lines interfered with firefighter's efforts to suppress the fire, as evidenced by a video showing a hand crew pulling off the fire line due to arcing power lines above their heads.

220. LADWP's failure to de-energize its distribution equipment resulted in pole fires, as depicted in this screenshot from an eyewitness video taken on January 7, 2025, at 17015 Pacific Coast Highway at approximately 3:36 p.m. in front of the Malibu Village mobile home park. Shortly after this video was taken, the entire mobile home park caught fire and burned to the ground.



221. LADWP's downed energized distribution powerlines caused additional fires in Pacific
222. Palisades on January 7, 2025.

223. LADWP had a duty to properly construct, inspect, maintain and operate its water supply
224. and its overhead electrical transmission and distribution systems in a manner that did not create a
225. dangerous condition as well as an inherent risk of fire and fire spread. The LADWP violated these
226. duties by knowingly designing, maintaining, servicing, repairing its reservoirs system and its electrical
227. transmission and distribution systems. These systems, as deliberately designed, constructed, and
228. maintained, substantially caused Plaintiff and Class members to suffer the losses alleged.

229. Had the LADWP acted responsibly, the damage caused by the Palisades Fire could have
230. been avoided.

1 **J. Overgrown Brush on City-Owned Vacant Lots Caught Fire and Destroyed Homes in the**
2 **Castellammare Section of Pacific Palisades**

3 224. The City of Los Angeles owns numerous vacant lots in Pacific Palisades, including but
4 not limited to 17919 Porto Marina Way, 17857 Porto Marina Way, 17863 Porto Marina Way, 17908
5 Castellammare Drive, 17916 Castellammare Drive, and 17945 Porto Marina Way in Pacific Palisades.
6 The City of Los Angeles also owns a single-family home located at 17909 Porto Marina Way which
7 had been abandoned for several years prior to the fire and was in disrepair with overgrown brush on
8 the property on January 7, 2025.

9 225. At approximately 1:20 p.m. on January 7, 2025, embers from the Palisades Fire landed
10 in overgrown brush on the City's vacant lot located at 17908 Castellammare Drive and started a spot
11 fire, which spread to the adjacent City-owned lot at 17919 Porto Marina Way and to the vacant and
12 abandoned house owned by the City located at 17909 Porto Marina Way.

13 226. A CCTV security camera screenshot showed the beginning of the spot fire burning on
14 the city-owned vacant lot located at 17908 Castellammare Drive at 1:20 p.m. on January 7, 2025:



1 227. Another CCTV security camera shows the city-owned abandoned house at 17909 Porto
2 Marina Way catching fire and burning at 2:43 p.m. on January 7, 2025. The ember cast from this
3 structure fire then caused embers to spread to adjoining private properties resulting in the destruction
4 and/or damage to neighboring homes.



14 228. Another CCTV security camera shows a spot fire that started on City-owned lots
15 spreading to and burning homes in the Castellammare section of the Palisades on the evening of
16 January 7, 2025.



1 229. The fire on these City-owned properties spread uncontrolled to adjacent homes in the
2 Castellammare section of the Palisades and contributed to the overall spread of the fire into other
3 neighborhoods as well.

4 230. The overgrown and/or cut brush which was left *in situ* and not removed from these City-
5 owned lots violated the City's own brush clearance ordinance L.A.M.C. §57.4906.5.1, *et seq.*, which
6 provides:

7 "No person who has any ownership or possessory interest in, or control of, a parcel of
8 land shall allow to exist thereon any hazardous refuse or hazardous weeds, trees, or other
9 vegetation which by reason of proximity to a building or structure, constitutes a fire
10 hazard. For purposes of this section hazardous weeds, trees or other vegetation are
11 defined as weeds, trees or other vegetation which are in such a condition and location as
12 to provide a ready fuel supply to augment the spread or intensity of a fire."

13 231. Section 57.4906.5.1.1.1 further provides:

14 "VEGETATION WITHIN 100 FEET OF BUILDINGS

15 Remove from the property all dead trees, and maintain all weeds and other vegetation at
16 a height of no more than three inches, except as otherwise provided therein, if such weeds
17 or other vegetation are within 100 feet of a building or structure located on such property
18 or on adjacent property."

19 232. Further, Section 57.4906.5.2.1 makes a violation of the City's brush clearance
20 ordinances a public nuisance.

21 "The Council finds that uncontrolled or high weeds, brush, plant material and other items
22 prohibited under Sections 57.4906.5.1 through 57.4906.5.1.1.9 increase the danger of
23 fire and thus constitute a public nuisance."

24 233. The City violated its own brush clearance ordinances by allowing weeds and other
25 vegetation to exist on the aforementioned City-owned lots on January 7, 2025 in excess of three inches
26 in height within 100 feet of structures, which constituted a fire hazard and a ready fuel supply which
27 augmented the spread and intensity of the Palisades Fire in the Castellammare neighborhood of Pacific
28 Palisades as well as contributing to the overall spread of the fire into other neighborhoods as well.

29 234. Such violations by the City created a dangerous condition of public property, that the
30 aforementioned City-owned lots were in a dangerous condition on January 7, 2025, that this dangerous
31 condition created a reasonably foreseeable risk of the kind of injury and damage which occurred during
32 the Palisades Fire, and that the negligent or wrongful conduct of the City's employees acting within
33 the scope of their employment created the dangerous condition. The City had notice of this dangerous

1 condition for a long enough time to have protected against it. Plaintiff and Class members were harmed
2 and that the dangerous condition was a substantial factor in causing such harm.

3 235. The aforementioned violations of the City's own brush clearance ordinances constituted
4 a public nuisance which caused damage to the Plaintiff's and Class members' properties, including
5 interference with the quiet use and enjoyment of their properties and emotional distress.

6 **K. Defendant L.A. County Waterworks District 29 ("LACWD29") caused damages to the
7 Class Members in its service area**

8 236. Despite dire warnings by the National Weather Service of a "Particularly Dangerous
9 Condition - Red Flag Warning" of "critical fire weather" which had the potential for rapid fire spread
10 and extreme fire behavior, LACWD29 was unprepared for the Palisades Fire.

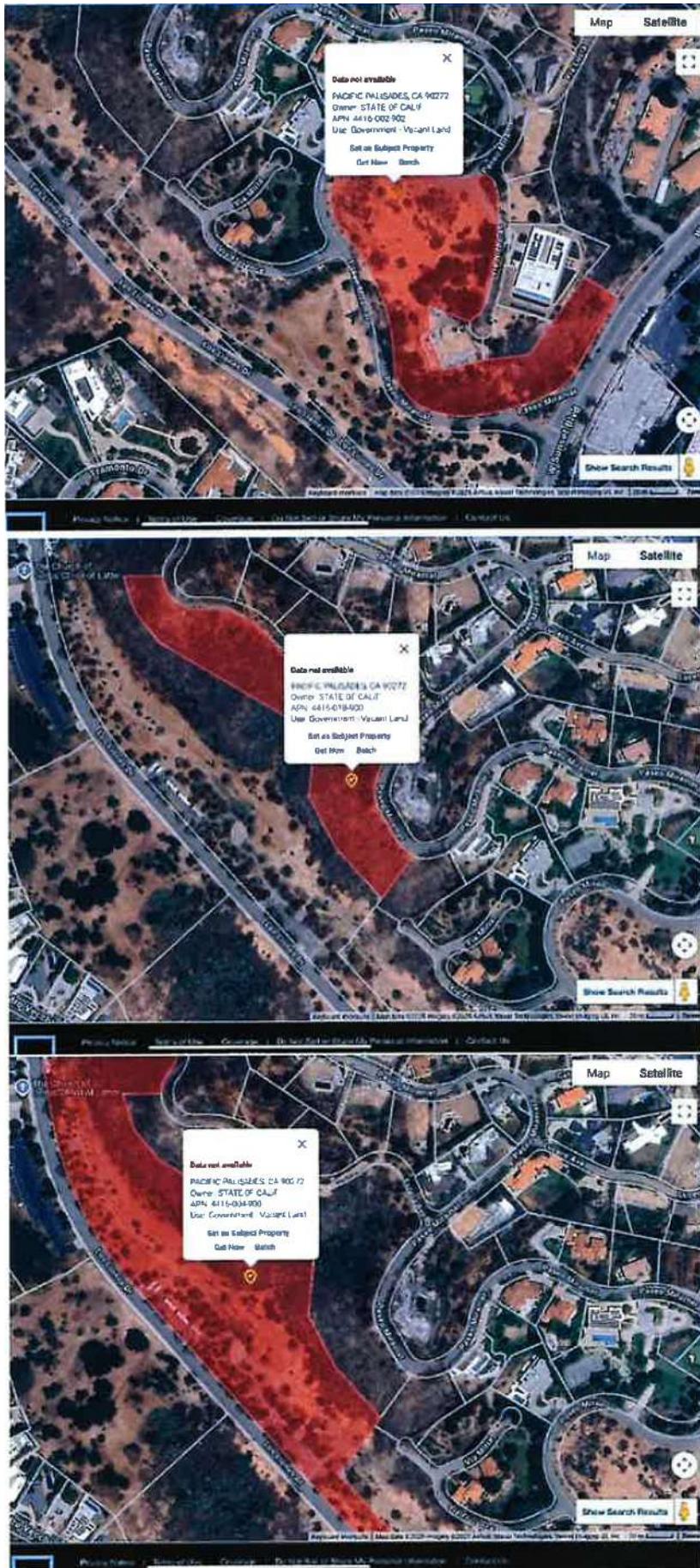
11 237. Class members' homes and properties in LACWD29's service territory were damaged
12 or destroyed during the Palisades Fire because LACWD29's water storage tanks, pumps, emergency
13 backup generators, and the electrical connections installed between the emergency generators and
14 pumps failed. When the fire approached, the heat melted these electrical connections between the
15 generators and the pumps. This resulted in low water pressure or no water pressure at fire hydrants
16 within LACWD29's service territory, including but not limited to the Big Rock and Sunset Mesa
17 neighborhoods and beachfront homes located on Pacific Coast Highway between Topanga Canyon and
18 Carbon Canyon in Malibu. Because of the low water pressure, the Palisades fire consumed these Class
19 members' homes unabated.

20 238. These systems, as deliberately designed and constructed, presented an inherent danger
21 and risk of fire to private property. The fire's destruction was an inescapable or unavoidable
22 consequence of LACWD29's actions and inactions. Defendant LACWD29's acts and omissions were
23 a substantial factor in contributing to causing the Palisades fire to destroy Class members' homes.

1 L. **Overgrown Brush on State-Owned Vacant Lots Caught Fire and Destroyed Homes in**
2 **Pacific Palisades**

3 239. The State owns numerous vacant lots in Pacific Palisades, which had been abandoned
4 for several years prior to the fire and was in disrepair with overgrown brush on the property on January
5 7, 2025. Below are images of a few State-owned lots located in Pacific Palisades.





1 240. In an email to a fire victim on July 10, 2025, Inspector Warren Sutton of the LAFD's
2 Brush Clearance Unit wrote an email, which stated in relevant part:

3 "Good Morning Yelena,

4 I am truly very sorry for the loss of your parents home and the devastation to your
5 community. I can't imagine what everyone is going through. I have a few good friends
6 that also lost their home. It's horrible.

7 We just finished our initial inspections and all of the properties you listed failed the initial
8 inspection and were cited. The city owned properties are owned by General Services.
9 General Services is supposed to be clearing their own properties but they don't clear a
10 lot of them so we end up clearing them. Our next scheduled bid session is July 24th and
11 these general services properties will go out to bid on the 24th and the contractor will
12 have 2 weeks to clear them along with some other nearby general services properties. So
13 they should be cleared by early to mid August.

14 As soon as we start contracting out privately owned properties I will make sure the
15 privately owned properties you listed go out to contract. But these properties first need
16 to fail their reinspection and then legally 15 days have to go by after that before they can
17 go out to bid to our contractors. I have been trying to catch up on all the emails and
18 questions from people that have been cited including in the fire area and I am now just
19 starting reinspections. I have 15,000 properties between the Palisades and Brentwood
20 and they all received an initial inspection. About 1400 of these properties failed their
21 initial inspection and were cited and now need a reinspection. Of these properties I
22 typically contract out 75-100 properties to be cleared by our contractors. I will make
23 sure these properties are a priority.

24 Lydia Almanza who you had on the email I removed because she was our second to last
25 office staff that was just let go as well due to budget cuts.

26 Some other info that you might be interested in is that there is a lot of state owned land
27 surrounding you that never gets cleared. The state says it's the homeowners
28 responsibility to clear state land and that the homeowner has to apply for and pay for a
permit to clear their land. And I can't cite a homeowner to clear property that isn't theirs
so this land never gets cleared. Last fall we had a lot of complaints on state property on
Los Leones and Paseo Miramar which is near you and for the first time ever we spent
city funds to clear a lot of this state land. This spring we again cleared the state land on
Los Leones and then the California State Parks had concerns about how much clearing
our contractors were doing. They didn't want us to touch certain protected/native
trees/bushes. And didn't want us to clear within 50' of birds nests. So then when we
cleared the state property on Paseo Miramar we were limited by the state on what we
were allowed to clear. And it doesn't look anywhere near as clear as the state land on
Los Leones does.

1 Sorry for the long email I just wanted to let you know about some of our challenges.
2 Please feel free to reach back out. All the properties you listed will get contracted out if
3 they aren't cleared.

4 I truly wish you and your family the best in this difficult time.

5 Thanks
6 Warren Sutton
7 Inspector181
8 Brush Clearance Unit
9 Los Angeles Fire Department”

10 241. On January 7, 2025, embers from the Palisades Fire landed in overgrown brush on the
11 State’s vacant lots referenced above, and others located in Pacific Palisades, and started spot fires.

12 242. The fire on these State-owned properties spread uncontrolled to adjacent homes in the
13 Palisades. The fire on these State-owned properties contributed to the overall spread of the fire into
14 other neighborhoods as well.

15 243. The overgrown and/or cut brush which was left *in situ* and not removed from these
16 State-owned lots violated the City’s brush clearance ordinance L.A.M.C. §57.4906.5.1, *et seq.*, which
17 provides:

18 “No person who has any ownership or possessory interest in, or control of, a parcel of
19 land shall allow to exist thereon any hazardous refuse or hazardous weeds, trees, or other
20 vegetation which by reason of proximity to a building or structure, constitutes a fire
21 hazard. For purposes of this section hazardous weeds, trees or other vegetation are
22 defined as weeds, trees or other vegetation which are in such a condition and location as
23 to provide a ready fuel supply to augment the spread or intensity of a fire.”

24 244. Section 57.4906.5.1.1 further provides:

25 “VEGETATION WITHIN 100 FEET OF BUILDINGS

26 Remove from the property all dead trees, and maintain all weeds and other vegetation at
27 a height of no more than three inches, except as otherwise provided therein, if such weeds
28 or other vegetation are within 100 feet of a building or structure located on such property
or on adjacent property.”

29 245. Further, Section 57.4906.5.2.1 makes a violation of the City’s brush clearance
30 ordinances a public nuisance.

31 “The Council finds that uncontrolled or high weeds, brush, plant material and other items
32 prohibited under Sections 57.4906.5.1 through 57.4906.5.1.1.9 increase the danger of fire
33 and thus constitute a public nuisance.”

1 246. The State violated the City's brush clearance ordinances by allowing weeds and other
2 vegetation to exist on the aforementioned State-owned lots on January 7, 2025 in excess of three inches
3 in height within 100 feet of structures, which constituted a fire hazard and a ready fuel supply which
4 augmented the spread and intensity of the Palisades Fire in Pacific Palisades as well as contributing to
5 the overall spread of the fire into other neighborhoods as well.

6 247. Such violations by the State created a dangerous condition of public property, that State-
7 owned lots were in a dangerous condition on January 7, 2025, that this dangerous condition created a
8 reasonably foreseeable risk of the kind of injury and damage which occurred during the Palisades Fire,
9 and that the negligent or wrongful conduct of the State's employees acting within the scope of their
10 employment created the dangerous condition. The State had notice of this dangerous condition for a
11 long enough time to have protected against it and that Plaintiff and Class members were harmed and
12 that the dangerous condition was a substantial factor in causing such harm.

13 248. The aforementioned violations of the City's brush clearance ordinances constituted a
14 public nuisance which caused damage to the Plaintiff and Class members' properties, including
15 interference with the quiet use and enjoyment of their properties and emotional distress.

16 **M. Defendant LVMWD caused damages to the Class Members in its service area.**

17 249. Despite dire warnings of the NWS of a "Particularly Dangerous Condition - Red Flag
18 Warning" of "critical fire weather" which had the potential for rapid fire spread and extreme fire
19 behavior, LVMWD was unprepared for the Palisades Fire.

20 250. Class members' homes and properties in LVMWD's service territory were damaged or
21 destroyed during the Palisades Fire because LVMWD intentionally shut off the water supply just as
22 the fire approached the Las Flores Canyon community on Rambla Pacifico. Because of the lack of
23 water, firefighters were unable to effectively fight the fire, and the Palisades fire consumed numerous
24 Class members' homes unabated.

25 251. The water supply system, as deliberately designed and constructed by LVMWD,
26 presented an inherent danger and risk of fire to private property. The fire's destruction of Class
27 members' properties was an inescapable or unavoidable consequence of LVMWD's actions and
28 inactions.

1 252. Defendant LVMWD's acts and omissions were a thus substantial factor in contributing
2 to causing the Palisades fire to destroy Plaintiff's and Class members' homes.

3 253. The Palisades Fire has caused untold devastation, destroying Class members' homes,
4 businesses, and all or most of their personal property.

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

7 **N. Overgrown Brush on MRCA-Owned Vacant Lots Caught Fire and Destroyed Homes in
8 Pacific Palisades and Malibu**

9 255. The MRCA owns numerous vacant lots and land in Pacific Palisades and Malibu,
10 including but not limited to properties that had been not maintained for several years prior to the fire
11 and were in disrepair with overgrown brush on the properties on January 7, 2025. Examples of such
12 properties include: a) Approximately three acres in the Castellemmare neighborhood of Pacific
13 Palisades, just east of the corner of Positano and Revello; b) Lots on Pacific Coast Highway at the
14 intersection of Big Rock including but not limited to 19862 Pacific Coast Highway; c) Portions of
15 142.75 acres bordering on Big Rock Drive and the Big Rock neighborhood; d) Portions of Temescal
16 Gateway Park; e) portions of Tuna Canyon Park; and f) approximately three acres, encompassing a
17 portion of Las Flores Mesa Drive, all of which were, at all times material hereto, not in in their natural
18 condition and especially those portions closest to structures.

19 256. On January 7, 2025, embers from the Palisades Fire landed in overgrown brush on the
20 MRCA's properties located in Pacific Palisades and in Malibu and started spot fires.

21 257. The fire on these MRCA-owned properties spread uncontrolled to adjacent homes in
22 the Palisades and Malibu. The fire on these MRCA-owned properties contributed to the overall spread
23 of the fire into other neighborhoods as well.

24 258. The overgrown and/or cut brush left *in situ* and not removed from these MRCA-owned
25 lots violated law, including but not limited to the City's brush clearance ordinance L.A.M.C. §
26 57.4906.5.1, et seq., including but not limited to § 57.4906.5.1.1.1 and § 57.4906.5.2.1.

27 259. The MRCA violated brush clearance ordinances and regulations, creating a fire hazard
28 and ready fuel supply which augmented the spread and intensity of the Palisades Fire in Pacific

1 Palisades and Malibu, as well as contributing to the overall spread of the fire into other neighborhoods
2 as well.

3 260. Such violations by the MRCA created a dangerous condition of public property, that
4 the aforementioned MRCA-owned lots were in a dangerous condition on January 7, 2025, that this
5 dangerous condition created a reasonably foreseeable risk of the kind of injury and damage which
6 occurred during the Palisades Fire, and that the negligent or wrongful conduct of the MRCA's
7 employees acting within the scope of their employment created the dangerous condition. MRCA had
8 notice of this dangerous condition for a long enough time to have protected against it and that Plaintiff
9 and Class members were harmed and that the dangerous condition was a substantial factor in causing
10 such harm.

11 261. The aforementioned violations of brush clearance ordinances constituted a public
12 nuisance which caused damage to the Plaintiff and Class members' properties, including interference
13 with the quiet use and enjoyment of their properties and emotional distress.

14 262. Plaintiff and Class members have suffered real and personal property damage, personal
15 injuries, loss of use of their homes, loss of income, business interruption, and emotional distress and
16 seek fair compensation for themselves in this case.

17 CLASS ALLEGATIONS

18 263. Plaintiff brings this action pursuant to California Code of Civil Procedure § 382, on
19 behalf of herself and all similarly situated people who suffered injury or property damage as a result
20 of the Palisades Fire who have either not filed or will not file individual lawsuits seeking relief.

21 All individuals and entities who, as of January 7, 2025, owned, leased, or
22 resided in real property located in the Pacific Palisades area (including but
23 not limited to ZIP codes 90272 and adjacent fire-impacted areas), and who
24 suffered property damage, loss of use, evacuation, or other harm as a result
25 of the Palisades Fire.

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

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

3 266. This action satisfies the requirements of numerosity, commonality, typicality,
4 adequacy, predominance, and superiority for class certification under California Code of Civil
5 Procedure § 382.

6 267. The members of the Class are so numerous that joinder of all Class members is
7 impracticable. The Class includes thousands of individuals and entities who owned or resided in real
8 property within the Pacific Palisades area affected by the Palisades fire, and who have not filed
9 individual claims or lawsuits against Defendants. The precise number of Class members is unknown
10 at this time but is ascertainable from Defendants' records and public databases and totals well over
11 10,000 individuals and entities.

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

- 16 a. Whether Defendants failed to implement and maintain reasonable inspection,
17 maintenance, and risk-mitigation practices for their water supply, electrical
18 infrastructure, land and brush;
- 19 b. Whether Defendants and/or their agents or contractors negligently failed to de-
20 energize power lines, maintain safe utility poles, ensure enough water reserves
21 given known fire risks or engage in appropriate fire prevention and mitigation
22 measures;
- 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 the Government Claims Act requirements are satisfied or excused for
28 the Class;

- f. Whether Defendants are liable for damages under theories of negligence and inverse condemnation; and
- g. Whether Plaintiff and the Class are entitled to monetary, equitable, injunctive, or declaratory relief to redress ongoing and imminent harms arising from the unsafe operation of Defendants' public infrastructure.

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

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

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

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

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

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Negligence

(Against all Defendants)

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

1 275. Defendants owed Plaintiff and Class members a duty to properly design, inspect,
2 maintain, repair, and operate their water supply infrastructure, electrical power equipment and property
3 in a reasonably safe manner to prevent the ignition and spread of wildfires, especially under foreseeable
4 extreme fire weather conditions.

5 276. Defendants further owed a duty to Plaintiff and the Class to take reasonable steps to
6 avoid the risk of catastrophic fire damage, including but not limited to ensuring adequate water
7 availability and pressure to fight fires; maintaining reservoir infrastructure in a functional state;
8 inspecting and repairing wooden utility poles and overhead power lines; taking appropriate steps to de-
9 energize power lines during red flag warnings and forecasted extreme wind events; and engaging in
10 proper brush removal and remediation measures and other fire mitigation measures as detailed above.

11 277. Defendants breached their respective duties of care by, among other things State laws
12 and regulations and to the extent applicable to each Defendant:

- 13 a. Failing to timely repair or restore the Santa Ynez Reservoir, knowingly leaving it
14 empty and inoperable for nearly a year before the fire despite the known wildfire
15 risk to the Pacific Palisades region;
- 16 b. Allowing the area's backup water tanks to be rapidly depleted within hours of the
17 fire igniting, resulting in insufficient water pressure for firefighting;
- 18 c. Designing and maintaining a water system with inadequate pressure and
19 redundancy, which Defendants knew or should have known could not sustain fire
20 suppression efforts in an urban-wildland interface zone;
- 21 d. Failing to properly maintain electrical distribution infrastructure, including the H-
22 frame power poles located above LADWP's Temescal Water Tank, which broke
23 during high winds and caused live wires to fall into flammable vegetation;
- 24 e. Failing to de-energize power lines despite extreme fire danger warnings from the
25 National Weather Service forecasting high wind events, in violation of industry best
26 practices;

- f. Continuing to transmit power through vulnerable distribution systems during a red flag event, resulting in pole fires, transformer explosions, and arcing that ignited or exacerbated spot fires throughout the impacted area;
- g. Failing to maintain the properties they owned and/or were responsible for in a manner required by state laws and regulations and City and County ordinances, as well as not engaging in proper brush removal and remediation measures and other fire mitigation measures as detailed above.

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

11 279. As a direct and proximate result of these breaches, the Palisades Fire ignited and rapidly
12 spread, causing widespread destruction of Plaintiff's and Class members' homes, businesses, and
13 property entitling Plaintiff and Class members to injunctive and/or appropriate monetary relief.

SECOND CAUSE OF ACTION

Inverse Condemnation

(Against all Defendants)

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

19 281. Defendants' actions and inactions as detailed above were a substantial cause of
20 Plaintiff's and Class members' damages. Defendants' facilities, infrastructure, and property constitute
21 public improvements for public use.

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

283. On or about January 7-8, 2025, and in the days after that, the inherent and foreseeable risk of a fire 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.

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

285. 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.

286. 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 systems and properties detailed herein caused Plaintiff's and Class members' damages.

287. 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 Plaintiff and Class members to injunctive and/or appropriate monetary relief.

288. 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 Under C.C.P. 1060 (Gov. Code § 910 et seq.)

(Against all Defendants)

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

290. 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

1 within six (6) months of the accrual of the cause of action unless excused as futile. This requirement
2 applies to claims for negligence, property damage, and other forms of tort liability.

3 291. The Palisades Fire occurred on or about January 7-8, 2025. Absent a determination of
4 tolling or futility, the six-month deadline for affected residents to present claims to Defendants would
5 have expired on or around July 8, 2025.

6 292. Plaintiff brings this action on behalf of herself and a proposed Class of individuals who
7 suffered harm due to the Palisades Fire, including Class members who have not yet filed individual
8 lawsuits or presented Government Code claims.

9 293. Plaintiff seeks a judicial declaration that the filing and pendency of this class action
10 and/or presentment of a written claim to Defendants on behalf of all such persons satisfies the written
11 claims requirement on behalf of the proposed Class and constitutes substantial compliance with the
12 procedural requirements of the Government Claims Act to assert such claims.

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

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

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

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

1 a. Constitutes a written claim within the meaning of Government Code § 910 et seq.
2 for all Class members who have not already filed claims;
3 b. Preserves and tolls the statute of limitations on their claims pending adjudication of
4 the merits; and/or
5 c. Complies with the substantive and procedural requirements of California law
6 governing claims presentation to public entities.

7 298. Plaintiff prays for judgment as set forth below.

8 **PRAYER FOR RELIEF**

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

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

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

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

21 1) Maintain and operate their infrastructure in a reasonably safe manner;
22 2) Put preventive measures into practice to reduce the risk of future wildfires in
23 fire-prone communities; and

24 3) Provide timely public notice of risks and equipment conditions that may impact
25 community safety.

26 D. For compensatory and actual damages, including but not limited to property damage,
27 loss of use, diminution in value, business interruption and general and special economic and non-
28 economic damages, all in amounts to be proven at trial;

- E. For appropriate equitable monetary relief;
- F. For reasonable attorneys' fees and expenses pursuant to applicable statutes, including Code of Civil Procedure § 1036 for inverse condemnation and Section 1021.5 for substantial benefits provided to the Class and the general public, the private Attorney General doctrine, and any other statutory or equitable basis;
- G. For pre-judgment and post-judgment interest as provided by law;
- H. For costs of suit incurred; and
- I. For such other and further legal and equitable relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims triable by a jury.

Dated: January 8, 2026

Respectfully submitted,

Alan M. Mansfield

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