Electronically Filed by Superior Court of California, County of Orange, 10/19/2026 08:08:10 AM.
30-2026-01606230-CU-MT-CXC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By B. Sanchez, Deputy Clerk.

Richard K. Bridgford, Esq., SBN: 119554
Richard.Bridgford@Bridgfordlaw.com
Michael H. Artinian, Esq., SBN: 203443
Mike.Artinian@Bridgfordlaw.com
Allan L. Bridgford, Esq., SBN: 327125
AB@Bridgfordlaw.com
Brian E. Sutter, Esq., SBN: 333107
Brian.Sutter@Bridgfordlaw.com
Cory T. Sands, Esq., SBN: 368088
Cory.Sands@Bridgfordlaw.com
BRIDGFORD, GLEASON & ARTINIAN
26 Corporate Plaza, Suite 250
Newport Beach, CA 92660
Telephone: (949) 831-6611
Facsimile: (949) 831-6622

Counsel for Individual Plaintiffs

Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX105

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE – CIVIL COMPLEX CENTER

Dawn Yates, Individually and as Trustee of the Living Trust for Dawn Marilyn Jackson Yates,

Plaintiffs,

vs.

SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation; ENOVA CORPORATION, a California Corporation; SEMPRA, a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 30-2026-01606230-CU-MT-CXC

Assigned for all purposes to:
Judge:
Dept.:

COMPLAINT FOR DAMAGES:

1. NEGLIGENCE
2. INVERSE CONDEMNATION
3. PREMISES LIABILITY
4. TRESPASS
5. PRIVATE NUISANCE
6. PUBLIC NUISANCE
7. VIOLATION OF PUBLIC UTILITIES CODE § 2106
8. VIOLATION OF HEALTH & SAFETY CODE § 13007

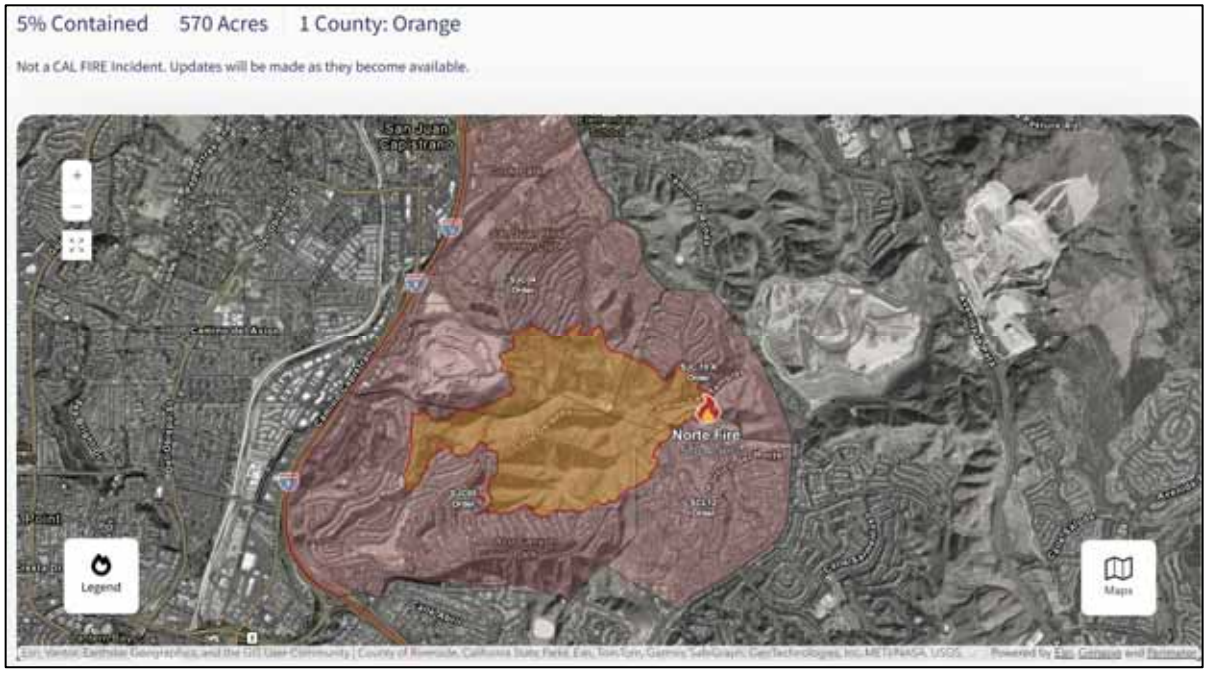
[DEMAND FOR JURY TRIAL]

Plaintiffs Dawn Yates, Individually and as Trustee of the Living Trust for Dawn Marilyn Jackson Yates, (hereinafter "Plaintiffs"), bring this action for damages against Defendants named herein, and Does 1 through 100, both individually and collectively (collectively, "Defendants"), and hereby allege on information and belief, as follows:

INTRODUCTION

1. This case arises from the Norte Fire, which began on or around October 16, 2026, at approximately 11:33 a.m. in the area of San Clemente, California located in Orange County, less than a half mile from the Prima Deshecha Landfill at 32250 Avenida La Pata, San Juan Capistrano, CA 92675. The image below depicts the CAL FIRE Origin Location of the Norte Fire with a 1-mile radius circle around the origin of the fire, hereinafter referred to as the "General Area of Origin".

2. According to Orange County Fire Authority ("OCFA") Captain Steve Concialdi, the Norte Fire burned approximately 570 acres, destroyed approximately 6 residences, and likely damaged many more structures.[1] The Norte Fire affected communities throughout Orange County including San Juan Capistrano, San Clemente, Dana Point, and unincorporated parts of south Orange County. Evacuation orders were issued for multiple areas in San Clemente and San Juan Capistrano, encompassing roughly 4,600 homes and 16,000 people, according to OCFA



Chief TJ McGovern.[2] A map of the fire produced by CAL FIRE depicts the path of the fire.[3] This image depicts the burn zone for the Norte Fire as of October 17, 2026.[4]

3. As of Saturday night, October 17, 2026, the Norte Fire was 25 percent contained.[5]

[1] Danielle Smith, *Some OC residents able to return home as crews continue battling Norte Fire*, NBC 4 LOS ANGELES, (Oct. 17, 2026) available at https://www.nbclosangeles.com/news/local/south-orange-county-norte-fire-evacuations/3957621/ (last accessed Oct. 17, 2026).
[2] Eduardo Cuevas and Tyler Ory, *New wildfire in Southern California explodes in size, burning multiple homes*, CNN (Oct. 17, 2026), available at https://www.cnn.com/2026/10/16/weather/california-wildfires-santa-ana-winds-climate.
[3] Norte Fire, CAL FIRE, available at https://www.fire.ca.gov/incidents/2026/10/16/norte-fire (last accessed Oct. 17, 2026).
[4] Norte Fire, CAL FIRE, available at https://www.fire.ca.gov/incidents/2026/10/16/norte-fire (last accessed Oct. 17, 2026).
[5] Norte Fire, Incident Update 10/17/26 at 10:14 PM, CAL FIRE, available at https://www.fire.ca.gov/incidents/2026/10/16/norte-fire/updates/620cae70-c20f-4b85-b7e3-553145c2f022.

4. The impact of the Norte Fire was widespread, requiring the involvement of local, State, Federal, and non-governmental entities and resources, including OCFA, local fire departments, the Orange County Sheriff's Department, the City of San Juan Capistrano, and the City of San Clemente. The OCFA reported that 400 firefighters responded to the Norte Fire incident, launching an aggressive response, deploying ground crews and water-dropping aircraft to combat the wind-driven flames, with additional strike teams called in as the fire continued to spread.[6]

5. OCFA Chief TJ McGovern spoke to the advance knowledge of dangerous fire weather conditions prior to the ignition of the Norte Fire: "24 hours before the Norte Fire started this morning, [we] upstaffed resources including additional aircraft, water tenders, and hand crews. So at 11:33 a.m. when the call came in, we had a robust response already ready to go from the air and the ground... Due to weather and topography, this fire moved fast. This was a wind-driven event. Despite our aggressive attack from land and the air, the wind was relentless."[7]

6. OCFA personnel arrived on scene at least as early as 11:56 a.m. via helicopter and began efforts to suppress the fire.[8]

7. The National Weather Service for San Diego ("NWS-SD") issued a High Wind Warning starting Wednesday, October 14, through Saturday, October 17, characterizing it as a "High Wind Warning" for Santa Ana Mountains and Foothills with northeast winds 25 to 35 mph with gusts 50 to 60 mph. NWS-SD stated that "Damaging winds will blow down trees and power lines. Widespread power outages are expected. Travel will be difficult, especially for high profile vehicles. Strongest winds will be on Friday." [9] Upon information and belief Plaintiffs allege the General Area of Origin of the Norte Fire is in the Foothills of the Santa Ana Mountains.

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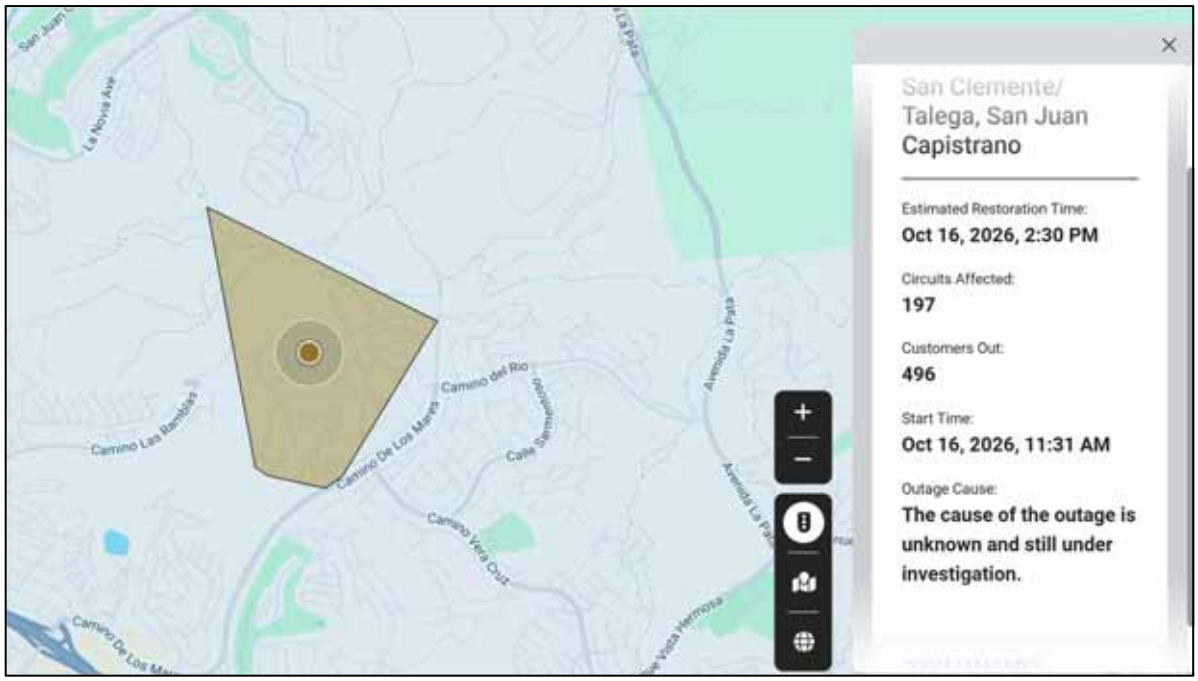
[6] *At least 6 homes burned in Orange County's Norte Fire*, NBC LOS ANGELES, (Oct. 16, 2026, updated Oct. 17, 2026) available at https://www.nbclosangeles.com/news/local/fire-in-orange-county-prompts-evacuation-orders/3957302/ (last accessed Oct. 17, 2026).

[7] *OCFA chief says 6 homes impacted by Norte Fire*, NBCLA, (Oct. 16, 2026) available at https://youtu.be/_9oNYbchFMQ?si=zKhj-xLly62fJhbS.

[8] ALERT California, UNIV. OF CAL., SAN DIEGO, (Oct. 16, 2026), https://cameras.alertcalifornia.org/, video accessible at https://www.dropbox.com/scl/fi/py9nl10zd8s883ux7en47/Recording-2026-10-16-204250.mp4?rlkey=q3jy3skzj3g3geakkpd5ot5ze&st=m3i6yrr5&dl=0.

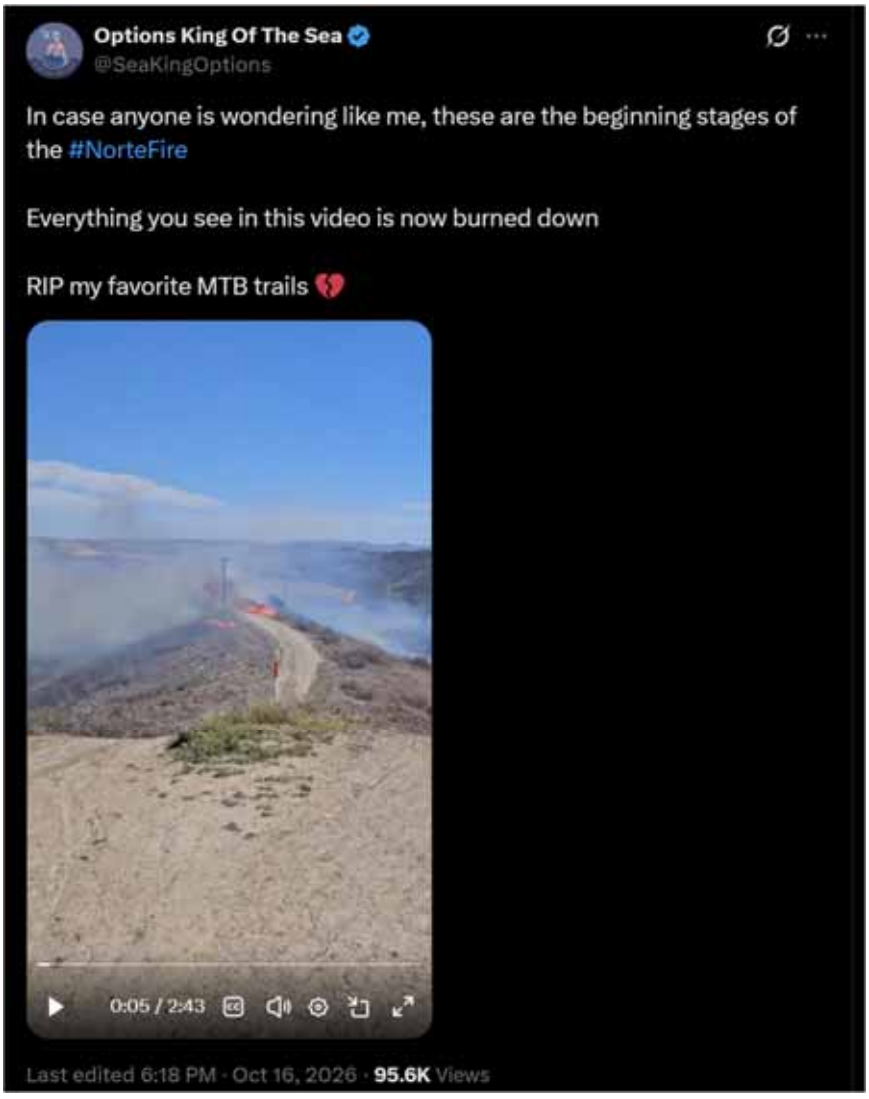
[9] California Severe High Wind Warning | Effective 10/14/2026 18:39, NATIONAL WEATHER SERVICE SAN DIEGO, (Oct. 14, 2026) available at https://govonestop.com/nws/california-severe-high-wind-warning-effective-10142026-1839

8. At 11:31 a.m. on October 16, 2026, Defendants' Outage Map reported an outage on Circuit 197, northwest of Eminencia Del Norte in San Clemente.[10] The following screen capture of Defendants' Outage Map shows the recorded outage:



[10] *SDG&E Outage Map*, SAN DIEGO GAS & ELECTRIC. *available at* https://outage.sdge.com/ (last accessed October 17, 2026, 11:20 am) (emphasis added).

9. At 6:18 p.m., on October 16, 2026, X.com user @SeaKingOptions posted a video and stated, "In case anyone is wondering like me, *these are the beginning stages of the #NorteFire* Everything you see in this video is now burned down RIP my favorite MTB Trails."[11] The video records fire igniting in the hills of San Clemente near mountain biking trails, as the user records the fire while riding his mountain bike. In the video, flames are seen directly beneath distribution power poles and power lines. The following screen capture of the X.com user's post shows the fire as he witnessed it on October 16, 2026, on what appears to be the Camino Las Ramblas trail near the CAL FIRE origin area.



[11] @SeaKingOptions, X.COM, available at https://x.com/SeaKingOptions/status/2111265620184670481?s=20 (last accessed Oct. 17, 2026).

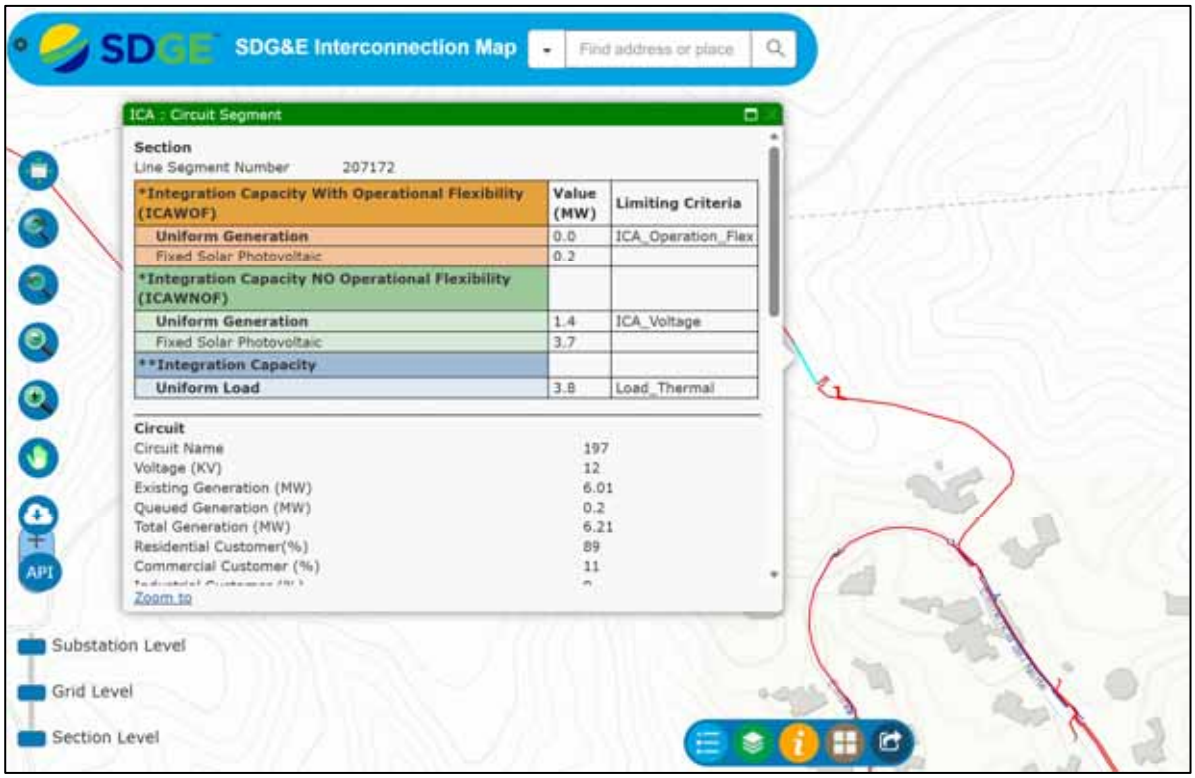
10. At 11:36 a.m. on October 16, 2026, University of California San Diego's ALERT California camera titled San Juan Hills North (looking southwest) captured moments shortly after ignition of the Norte Fire where flames can be seen emanating from underneath distribution power poles in the images below. The screen captures below are still images taken from ALERT California's video footage on San Juan Hills North Camera at 11:36 a.m.:[12]

A time lapse video from the San Juan Hills North Camera depicts the moments before and after ignition.[13]

[12] ALERT California, UNIV. OF CAL., SAN DIEGO, (Oct. 16, 2026), https://cameras.alertcalifornia.org/, video accessible at https://www.dropbox.com/scl/fi/py9nl10zd8s883ux7en47/Recording-2026-10-16-204250.mp4?rlkey=q3jy3skzj3g3geakkpd5ot5ze&st=m3i6yrr5&dl=0 .

[13] Id.

11. According to Defendants' own Interconnection Map, a distribution line on its Circuit 197, with a voltage of 12kV, traverses the wildland area north and west of Eminencia Del Norte in San Clemente. Specifically, Line Segment Number 207172 crosses what Plaintiffs allege is the ignition site of the Norte Fire on the hillside directly northwest of Eminencia Del Norte.[14] The following screen capture of Defendant San Diego Gas & Electric Company (hereinafter "SDG&E's") Interconnection Map on Defendants' website depicts the map of Circuit 197 running on the hillside directly northwest of Eminencia Del Norte, in San Clemente:[15]



12. Circuit 197 corresponds to the outage reported by SDG&E at 11:31 a.m. on October 16, 2026, directly northwest of Eminencia Del Norte, in San Clemente.[16]

13. Plaintiffs are informed and believe, and based thereon allege, that on October 16, 2026, at 11:31 a.m., an electrical failure occurred on SDG&E Circuit 197, a 12kV distribution

[14] SDG&E Interconnection Map, SAN DIEGO GAS & ELECTRIC, https://interconnectionmapsdge.extweb.sempra.com/ (last accessed October 17, 2026).
[15] SDG&E Interconnection Map, SAN DIEGO GAS & ELECTRIC, https://interconnectionmapsdge.extweb.sempra.com/ (last accessed October 17, 2026).
[16] *SDG&E Outage Map*, SAN DIEGO GAS & ELECTRIC. *available at* https://outage.sdge.com/ (last accessed October 17, 2026, 11:20 am) (emphasis added).

line, causing an electric arc that ignited susceptible ground vegetation and resulting in the Norte Fire.

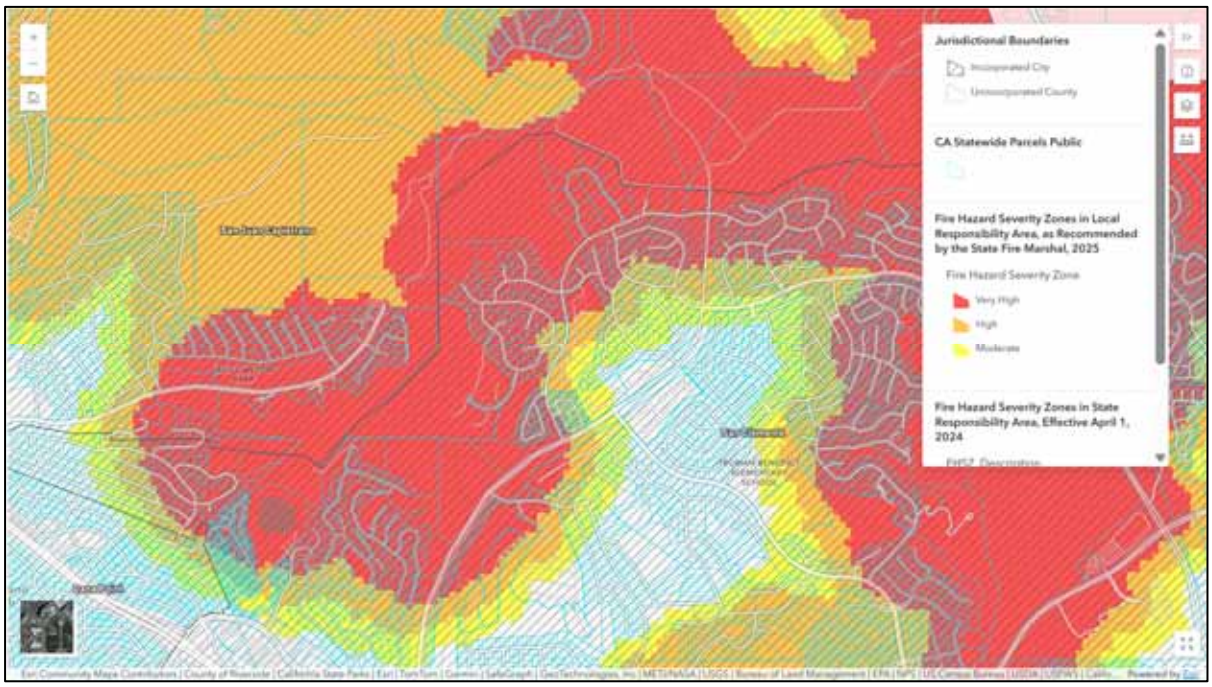
14. Upon information and belief Plaintiffs allege in the alternative that on October 16, 2026, at 11:31 a.m., an electrical failure occurred on SDG&E Circuit 197, a 12kV distribution line, causing molten metallic components of the electrical apparatus on the power lines of Circuit 197 to fall and ignite brush beneath those power poles and power lines.

15. Upon information and belief, and as set forth in more detail below, Plaintiffs allege that the Norte Fire was caused by SDG&E's negligence in (1) failing to maintain its overhead electrical facilities in a safe manner; (2) failing to identify, inspect, repair and/or replace various electrical equipment on Circuit 197 which were at risk of failing, including but not limited to insulators, insulator pins, tie wires, jumpers and connectors, nuts and bolts, cross-arms, v-braces, and/or guy wires with dead ends; and/or (3) failing to abate and/or remove vegetation around its utility pole(s) and electrical equipment in compliance with Public Resources Code § 4292.

16. According to CAL FIRE's map of Fire Hazard Severity Zones in Orange County, the Norte Fire's General Area of Origin was located in a red zone; also referred to as a "Very High Fire Hazard Severity Zone" ("Red Zone").[17] This classification put SDG&E on notice to use heightened safety measures and increased precautions when operating its electrical equipment in the Red Zone. Additionally, CAL FIRE continuously updates its Fire Hazard Severity Zone Viewer. This viewer has the Norte Fire's General Area of Origin labeled with an overlay as "VHFHSZ" standing for Very High Fire Hazard Severity Zone.[18] The following screenshot was

[17] Fire Hazard Severity Zones Map, CAL FIRE, available at https://experience.arcgis.com/experience/5065c998b4b0462f9ec3c6c226c610a9 (last accessed October 17, 2026).
[18] CAL FIRE's Fire Hazard Severity Zone Viewer https://egis.fire.ca.gov/FHSZ/ (last accessed on October 17, 2026).

taken of CAL FIRE's Fire Hazard Severity Zone Viewer and depicts the Norte Fire's area of origin in the VHFHSZ zone.



17. SDG&E had a duty to properly construct and maintain its electrical infrastructure and manage the surrounding vegetation. On information and belief Plaintiffs allege that SDG&E violated these duties by knowingly operating aging and improperly maintained infrastructure; that SDG&E was well aware of the risks of negligently operating electrical equipment in Very High Fire Hazard Severity Zones; and that had SDG&E acted responsibly, the Norte Fire could have been prevented.

JURISDICTIONAL ALLEGATIONS

18. This Court has subject matter jurisdiction over this matter pursuant to California Code of Civil Procedure Section 395(a) because, at all relevant times, Defendants conducted significant business within Orange County, State of California, rendering the exercise of jurisdiction over Defendants by California courts consistent with the traditional notions of fair play and substantial justice. The amount in controversy exceeds the jurisdictional minimum of this Court.

19. Plaintiffs filed this complaint in the County of Orange in the State of California. Defendants are incorporated and do business in this State and have a principal place of business in the city of San Diego, County of San Diego, State of California. Accordingly, this Court has jurisdiction over this matter pursuant to California Code of Civil Procedure section 410.10.

20. Venue is proper in this County, pursuant to California Code of Civil Procedure Section 395.5 because, at all relevant times, Defendants' wrongful conduct occurred, and the Plaintiffs' damages occurred, within Orange County.

PLAINTIFFS

21. Plaintiffs in this case were and are individuals and other legal entities who were, at all times relevant to this pleading, homeowners, renters, business owners, and other individuals and entities who suffered and/or continue to suffer personal injuries, property losses, business losses, and/or other damages from the Norte Fire. Plaintiffs are residents of Orange County who own or lease real property in Orange County, and/or were at all relevant times present at or near the affected properties.

22. The Norte Fire damaged Plaintiffs' real and personal property, forced them to evacuate their home for many days, and/or caused each of them emotional distress.

DEFENDANTS

23. Plaintiffs, upon information and belief, allege that at all times herein mentioned, Sempra was a corporation authorized to do business, and doing business, in the State of California, with its principal place of business in the County of San Diego, State of California. Defendant Sempra is an energy-based holding company headquartered in San Diego, and it is the parent company of Defendant SDG&E. Sempra subsidiaries provide customers with public utility services, and services relating to the generation of energy, generation of electricity, transmission of electricity and natural gas, and the distribution of energy.

24. Sempra (SRE) is a publicly traded company that owns and/or manages an "Electric Plant" as defined in Section 217 of the Public Utilities Code and is both an "Electrical Corporation" and a "Public Utility" pursuant to, respectively, Sections 218(a) and 216(a) of the Public Utilities Code. It develops and operates energy infrastructure assets related to the

production and distribution of energy such as power plants, electric lines, natural gas pipelines and liquefied natural gas receipt terminals. Sempra has a current market cap of over $54.54 billion. [19]

25. Plaintiffs, upon information and belief, allege that Defendant San Diego Gas & Electric Company ("SDG&E") is, and was at all relevant times, a privately-owned public utility organized and existing under the laws of the State of California in the business of providing electricity to the real property owned by Plaintiffs, and located in Orange County, California.

26. SDG&E, based in San Diego County, but providing electricity in parts of Orange County, is among the nation's large electric utilities serving 3.7 million people across a 4,100-square-mile area.[20]

27. SDG&E is wholly owned by Enova Corporation, which is wholly owned by Sempra. SDG&E's assets total approximately $33.5 billion.[21]

28. Plaintiffs, upon information and belief, allege that at all times herein mentioned, Defendant Enova Corporation ("Enova") was a corporation organized and existing under the laws of the State of California, authorized to do business, and doing business, in the State of California, with its principal place of business in the County of San Diego, State of California. Enova is a wholly owned subsidiary of Sempra and the direct parent company of Defendant SDG&E.

29. SDG&E is both an "Electrical Corporation" and a "Public Utility" pursuant to, respectively, §§ 218(a) and 216(a) of the California Public Utilities Code. SDG&E is in the business of providing electricity to approximately 3.7 million people, including Plaintiffs, in a 4,100 square-mile area of San Diego County and southern Orange County, through a network of electrical transmission and distribution lines.

[19] Sempra (SRE), CNN.COM, available at https://www.cnn.com/markets/stocks/SRE (last accessed Oct. 17, 2026).
[20] *About Us*, SAN DIEGO GAS & ELECTRIC https://www.sdge.com/more-information/our-company/about-us (last accessed on Oct. 17, 2026).
[21] Form 10-Q, Sempra Quarterly Report for March 31, 2026, available at https://www.sec.gov/Archives/edgar/data/86521/000103220826000030/sre-20260331.htm (last accessed Oct. 17, 2026).

30. At all times mentioned herein, SDG&E was the supplier of electricity to members of the public in Orange County, and elsewhere in Southern California. At all relevant times, SDG&E installed, constructed, built, maintained, and operated overhead power lines, together with supporting utility poles and attached electrical equipment, for the purpose of conducting electricity for delivery to members of the general public. Furthermore, on information and belief, SDG&E is responsible for maintaining vegetation near, around, and in proximity to their electrical equipment in compliance with State regulations, specifically including, but not limited to Public Resources Code § 4292, CPUC General Order 95, and CPUC General Order 165.

31. Upon information and belief, Plaintiffs allege that SDG&E has at least $1 billion in wildfire insurance.

DOE DEFENDANTS

32. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants Does 1 through 100, inclusive, are unknown to Plaintiffs who sue said Defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs further allege that each of said fictitious Defendants are in some manner responsible for the acts and occurrences hereinafter set forth. Plaintiffs will amend this Complaint to show their true names and capacities when the same are ascertained, as well as the manner in which each fictitious Defendant is responsible.

33. The term "Defendants" used throughout this complaint refers to Sempra, Enova Corporation, SDG&E, and Does 1 through 100 and each of them. At all relevant times, each of the Defendants, including DOES 1 through 100, were the representative, agent, servant, employee, joint venturer, or alter ego of each of the remaining Defendants, and in doing the things alleged herein was at all times acting within the course and scope of said agency and employment, and each Defendant has ratified and approved the acts of the remaining Defendants.

GENERAL ALLEGATIONS

34. Plaintiffs incorporate by reference each and every allegation contained above, as though fully set forth herein.

SDG&E Had a Non-Delegable, Non-Transferable Duty To Safely Maintain Its Electrical Infrastructure

35. At all times prior to October 16, 2026, SDG&E had a non-delegable, non-transferable duty to properly construct, inspect, maintain, repair, manage and/or operate its electrical power lines, utility poles and appurtenant electrical equipment and to keep vegetation properly maintained as to prevent the foreseeable risk of fire.

36. In the construction, inspection, repair, maintenance, ownership, and/or operation of its power lines, utility poles and other electrical equipment, SDG&E had an obligation to comply with a number of statutes, regulations, orders and standards, as detailed below.

37. SDG&E is required to comply with a number of design standards for its electrical equipment, as stated in CPUC General Order 95. In extreme fire areas, like the Red Zone surrounding the Norte Fire's General Area of Origin, SDG&E must also ensure that its power lines and utility poles can withstand winds of up to 92 miles per hour. Further, SDG&E must follow applicable vegetation management standards to protect the public from fire. Pursuant to Public Resources Code § 4292, SDG&E is required to "maintain around and adjacent to any pole or tower which supports a switch, fuse, transformer, lightning arrester, line junction, or dead end or corner pole, a firebreak which consists of clearing not less than 10 feet in each direction from the outer circumference of such pole or tower."

38. Further, pursuant to CPUC General Order 165, SDG&E is also required to inspect its distribution facilities to maintain a safe and reliable electric system. Specifically, SDG&E must conduct "patrol" inspections of all of its overhead facilities annually in Extreme or High Fire areas, which includes Orange County and more specifically, the General Area of Origin.[22] SDG&E is also required to inspect wooden utility poles once the poles have been in service for 15 years, with intrusive inspections of the poles themselves within ten years.[23]

[22] PUC GO 165, Table 1, https://ia.cpuc.ca.gov/gos/GO165/GO_165_table.html

[23] A Brief Introduction To Utility Poles, PUC, at p. 10, https://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work/PPDUtilityPole.pdf

39. SDG&E knew or should have known that such standards and regulations were minimum standards, and that SDG&E has a duty to identify and manage the growth of vegetation near its utility poles and power lines that posed a foreseeable risk of igniting and starting a fire in the event of an electrical equipment failure.

SDG&E's Pole Studies

40. SDG&E has known for more than a decade that its overhead distribution system in fire-prone areas carries ignition risk from multiple, compounding sources. In 2012 and 2013, SDG&E ran pole loading calculations on approximately 4,400 poles selected from its High Risk Fire Areas and found that approximately 15 percent would not meet current loading standards, principally because of third-party communications attachments.[24] As SDG&E explained in rate-case discovery, the project team charged with building a pole loading program "scoured through data and determined that overloaded poles were not the only risk in the Fire Threat Zone (FTZ). Based on historical data, splices, connectors, copper conductor, and overloaded poles all appeared to be risks."[25] The pole-loading initiative was accordingly expanded into the Fire Risk Mitigation (FiRM) program, which commenced in 2014 to "prioritize and address aged conductor, aged splices, overloaded poles, and clearance issues as well as other conditions that are known to be a risk in the FTZ."[26]

41. FiRM's core method was wholesale replacement of legacy infrastructure in the High Fire Threat District ("HFTD"). SDG&E has described the program as replacing wood poles, "constructed to withstand working loads under stress of fifty-six miles per hour (56 mph) wind speeds," with steel poles "designed to withstand working loads under the stress of eighty-five mile-per-hour (85 mph) wind," installed "in conjunction with the application of higher strength conductors and increased spacing between lines beyond the requirements of Commission General

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[24] Response to Coalition of California Utility Employees Data Request CCUE-SDG&E-DR-02, Q. 20(a)–(b), in *Application of San Diego Gas & Electric Co. for Authority to Update Its Electric and Gas Revenue Requirement,* A.14-11-003 (CPUC), San Diego Gas & Electric Co., (responded Apr. 1, 2015), https://www.sdge.com/sites/default/files/CCUE%2520DR-02%2520final.pdf.

[25] Id. at Q. 21.

[26] Id. ("SDG&E's proposed pole loading program then turned into a more comprehensive risk mitigation program, the FiRM program (officially commenced in 2014).").

Order 95."[27] By February 2019, SDG&E reported that FiRM was only "24% complete having replaced over 7,000 poles and 350 miles of conductor" in the HFTD.[28] By 2021, SDG&E had "completed hardening over 400 miles of transmission lines and over 900 miles of distribution lines,"[29] and has stated that it "upgraded about 18,000 wood poles with steel poles" since 2007, after its equipment started the Witch Creek and Guejito fires.[30]

42. SDG&E's own 2024 rate-case workpapers confirm that the risks FiRM was designed to address remain present on un-hardened segments. SDG&E states that "[c]ertain overhead distribution facilities in high-fire-risk areas exhibit increased wildfire ignition potential due to aging infrastructure, historical construction," and that "[h]igh winds, vegetation proximity, and legacy pole-loading standards may lead to conductor slap, equipment fatigue."[31] SDG&E identifies "[c]onductor slap and equipment failure" among the ignition drivers its hardening programs target,[32] and acknowledges that the FiRM and Pole Risk Mitigation and Engineering ("PRiME") programs have since been folded into its covered conductor program, with segment prioritization based on "historical ignition drivers, vegetation density, terrain complexity, conductor configuration, pole loading, equipment age."[33]

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[27] Fire Prevention Plan, SAN DIEGO GAS & ELECTRIC CO. (Oct. 31, 2018), at 3, https://www.sdge.com/sites/default/files/regulatory/SDGE_Fire_Prevention_Plan_2018.pdf.

[28] 2019 Wildfire Mitigation Plan, R.18-10-007 (CPUC), SAN DIEGO GAS & ELECTRIC CO., (Feb. 6, 2019), at 32, https://www.sdge.com/sites/default/files/regulatory/R.18-10-007%20SDG&E%20Wildfire%20Mitigation%20Plan.pdf.

[29] *2020–2022 Wildfire Mitigation Plan Update* (Feb. 11, 2022), Executive Summary at 4, SAN DIEGO GAS & ELECTRIC CO. https://www.sdge.com/sites/default/files/regulatory/SDG&E%202022%20WMP%20Update%2002-11-2022.pdf.

[30] Response to Voice of San Diego Article Regarding SDG&E's Wildfire Risk, SDG&E Today, SAN DIEGO GAS & ELECTRIC CO. (June 10, 2019), https://www.sdgetoday.com/news/response-voice-san-diego-article-regarding-sdges-wildfire-risk (describing FiRM and PRiME, and stating that SDG&E "will perform pole loading assessments on 170,000 wood distribution poles" and that "[o]verloading the poles with equipment can create risks").

[31] *Errata Supplemental Workpapers of Jonathan Woldemariam on Behalf of San Diego Gas & Electric Company (Track 3 – Wildfire)* (Redline), in SDG&E 2024 General Rate Case, A.22-05-016 (CPUC), SAN DIEGO GAS & ELECTRIC CO. (Apr. 2026), https://www.sdge.com/sites/default/files/regulatory/Errata%20Track%203%20Supplemental%20Workpapers%20of%20Joanthan%20Woldemariam%20-%20Redline_0.pdf, at 17 (Covered Conductor Installation, WMP.455).

[32] Id. at 25 (Strategic Undergrounding, WMP.473).

[33] Id. at 18.

43. Critically, SDG&E sequenced all of this work by HFTD tier. For covered conductor, "[p]rioritization started with Tier 3 and moved to Tier 2";[34] for its other hardening programs, "Tier 3 of the HFTD is prioritized over Tier 2 areas."[35] SDG&E's Orange County service area, including the San Juan Hills wildland between San Clemente and San Juan Capistrano traversed by Circuit 197, lies predominantly within Tier 2 of the HFTD.[36] The consequence of SDG&E's own prioritization is that the wildland circuits of south Orange County were placed at the back of the queue, behind the San Diego County backcountry, for hardening work SDG&E had known was needed since at least 2014, when it launched FiRM precisely because it had identified overloaded poles, aged splices, connectors and legacy copper conductor as ignition risks in the Fire Threat Zone.

44. Upon information and belief, Plaintiffs allege that SDG&E knew that its equipment in the General Area of Origin of the Norte Fire needed hardening upgrades and failed to perform them.

Foreseeable Elevated Fire Risk

45. At all times mentioned herein, Defendants were aware that the Norte Fire General Area of Origin was in a Very High Fire Hazard Severity Zone.

46. According to records maintained by CAL FIRE, electrical equipment was one of the leading causes of wildfires in California during 2019.[37] Thus, SDG&E knew of the foreseeable danger of wildfire when its power lines come into contact with vegetation.

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[34] San Diego Gas & Electric Co., *Risk Assessment and Mitigation Phase*, Chapter SDG&E-Risk-1 (Wildfire Involving SDG&E Equipment), § C7 (Overhead Distribution Fire Hardening – Covered Conductor), at SDG&E 1-26 (May 2021), https://www.sdge.com/sites/default/files/regulatory/SDGE_RAMP_Risk-1_Wildfire_5-14-21.pdf.

[35] *Id.* at § C8 (Expulsion Fuse Replacement); *id.* at § C12 (Hotline Clamps).

[36] Cal. Pub. Utils. Comm'n, *CPUC Fire-Threat Map* (adopted Jan. 19, 2018; see D.17-12-024, as amended), https://www.cpuc.ca.gov/industries-and-topics/wildfires/fire-threat-maps-and-fire-safety-rulemaking.

[37] Historical Wildfire Activity Statistics (Redbooks), Cal Fire, available at https://www.fire.ca.gov/media/iy1gpp2s/2019_redbook_final.pdf

47. The CPUC has an online interactive Fire Map designating portions of Orange County as "Extreme" (Tier 3) and "Elevated" (Tier 2) fire-threat areas and the General Area of Origin as within Tier 2, an Elevated Fire-Threat District.[38]

48. SDG&E was put on notice by the publication of this Fire Map and therefore knew well in advance of the Norte Fire of the elevated fire risk in Orange County for "ignition and rapid spread of power line fires due to strong winds, abundant dry vegetation, and/or other environmental conditions."[39]

49. On November 8, 2017, the CPUC published its "Proposed Decision Of Commissioner Picker", which adopted the "Decision Adopting Regulations To Enhance Fire Safety In The High Fire-Threat District". This Decision adopted new regulations by the CPUC to enhance fire safety of overhead electrical power lines and communications lines located in high fire-threat areas following the devastating Northern California fires.

FIRST CAUSE OF ACTION

(Negligence against Defendants and Each of Them)

50. Plaintiffs reallege and incorporate by reference each and every allegation contained above as though set forth fully herein.

51. Defendants, and each of them, have a non-delegable, non-transferable duty to apply a level of care commensurate with and proportionate to the danger of designing, constructing, operating and maintaining electrical infrastructure, in addition to performing vegetation clearance around such facilities and to remediate overloaded utility poles.

52. Defendants, and each of them, have a non-transferable, non-delegable duty of vigilant oversight in the construction, maintenance, use, operation, repair and inspection of their electrical infrastructure that are appropriate to the geographical and weather conditions affecting such electrical equipment.

53. Defendants, and each of them, have special knowledge and expertise far above that of a layperson regarding their requirements to design, engineer, construct, use, operate, maintain

[38] Cal. Pub. Utils. Comm'n, CPUC Fire-Threat Map, https://www.cpuc.ca.gov/industries-and-topics/wildfires/fire-threat-maps-and-fire-safety-rulemaking.

[39] *Id.*

and inspect these electrical facilities, including removing vegetation and repairing and replacing old and aging electrical equipment so as to not cause wildfires like the Norte Fire.

54. Defendants, and each of them, have negligently breached those duties by, among other things:

(a) Failing to conduct reasonably prompt, proper and frequent inspections of their overhead electric and communications facilities;

(b) Failing to design, construct, monitor, operate and maintain their overhead electric and communications facilities to withstand foreseeable Santa Ana wind events and avoid igniting and/or spreading wildfires;

(c) Failing to clear vegetation within a 10-foot radius around the perimeter of all utility poles and towers which support a switch, fuse, transformer, lightning arrester, line junction, or dead end or corner pole as required by Public Resources Code § 4292;

(d) Failing to perform inspections of all overhead electric facilities as required by CPUC General Order 165;

(e) Failing to properly investigate, screen, train and supervise employees and agents responsible for maintenance and inspection of the overhead electric and communications facilities and vegetation removal around such facilities; and/or

(f) Allowing fire to ignite or spread to the property of another in violation of California Health & Safety Code § 13007.

55. The Norte Fire was the direct, legal and proximate result of Defendants' negligence.

56. As a direct, proximate, and legal result of said negligence, Plaintiffs suffered damages as alleged herein.

57. At all times mentioned herein, Defendants, and each of them, failed to properly inspect and maintain electrical infrastructure and equipment which they knew, given CAL FIRE's Red Zone designation of the area of origin, posed a risk of harm to the Plaintiffs, and to their real and personal property. Defendants, and each of them, were aware of the risk of their electrical

equipment igniting ground vegetation near and around its utility poles and that a fire would likely result and spread rapidly. Defendants also knew that, given the then existing weather conditions, said fire was likely to pose a risk of catastrophic property damage, economic loss, personal injury, and/or death to the general public, including Plaintiffs.

58. The property damage and economic losses caused by the Norte Fire are the result of the ongoing custom and practice of Defendants of consciously disregarding the safety of the public and not following statutes, regulations, standards, and rules regarding the safe operation, use and maintenance of their overhead electric facilities.

59. On information and belief, these Defendants, and each of them, failed to properly inspect and maintain their electric facilities in order to cut costs, with the full knowledge that any incident was likely to result in a wildfire that would burn and destroy real and personal property, displace homeowners from their homes and disrupt businesses in the fire area.

60. The actions of Defendants, and each of them, did in fact result in damages to the Plaintiffs. Defendants, and each of them, failed to maintain their 12kV Circuit 197 in a safe manner, and/or failed to properly remove vegetation around their overhead electric facilities as required by statute, and/or failed to remediate overloaded utility poles.

61. The negligence of Defendants, and each of them, was a substantial factor in causing the Plaintiffs' damages.

62. Defendants' failure to comply with their duties of care proximately caused damage to Plaintiffs.

63. As a direct, proximate, and legal result of said negligence Plaintiffs suffered economic and non-economic damages, including, but not limited to property damage, loss of homes, loss of structures, personal property, loss of cherished possessions, physical injury, emotional distress, annoyance, disturbance, inconvenience, and mental anguish, loss of quiet enjoyment of their property, and costs related to Plaintiffs' evacuation and/or relocation. Plaintiffs seek treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as allowed under California Civil Code, Section 3346. Further, the conduct alleged against Defendants in this complaint was despicable and subjected Plaintiffs to cruel and

unjust hardship in conscious disregard of their safety and rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount according to proof. The conduct of the defendants evidences a conscious disregard for the safety of others, including Plaintiffs. The Defendants' conduct was and is despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer, director, or managing agent of Defendants personally committed, authorized and/or ratified the despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of punitive damages sufficient to punish and make an example of these Defendants, and each of them.

64. Defendants, and each of them, were and are in a special relationship to Plaintiffs. As a supplier of electrical power to many of the Plaintiffs, Defendants' operation of their electrical equipment was intended to and did directly affect the Plaintiffs. As a result, it was foreseeable that a massive wildfire would destroy personal and real property, force residents in the fire area to evacuate, and prevent customers of businesses located within the fire area from patronizing those businesses.

65. The Plaintiffs suffered damages, which were clearly and certainly caused by the Norte Fire, resulting in evacuations and relocations, and the cost to repair and replace their damaged and/or destroyed real and personal property.

66. Public policy supports finding a duty of care in this circumstance due to Defendants' violation of California Civil Code §§ 3479, 3480, Public Utilities Code § 2106 and Health & Safety Code § 13007.

SECOND CAUSE OF ACTION

(Inverse Condemnation against Defendants and Each of Them)

67. Plaintiffs reallege and incorporate by reference each and every allegation contained above as though set forth fully herein.

68. Article I, Section 19 of the California Constitution states:

> Private property may be taken or damaged for public use only when just compensation, ascertained by a jury unless waived, has first been paid to, or into court for, the owner. The Legislature may provide for possession by the condemnor following commencement of eminent domain proceedings upon deposit in court and prompt

release to the owner of money determined by the court to be the probable amount of just compensation.

69. Under California Public Utilities Code § 216(a)(1) a "'Public Utility' includes every common carrier, toll bridge corporation, pipeline corporation, gas corporation, *electrical corporation*, telephone corporation, telegraph corporation, water corporation, sewer corporation, and heat corporation, where the service is performed for, *or the commodity is delivered to, the public or any portion thereof*." (Cal. Pub. Util. Code § 216(a)(1) [emphasis added]). At all times relevant hereto, SDG&E was and is a public utility supplying electricity for public use in the State of California, including Orange County, California. Furthermore, SDG&E supplied electricity in the subject distribution power lines for the purpose of providing electricity for public use.

70. At all times relevant hereto, SDG&E owned, operated, controlled, maintained, inspected, repaired, and was responsible for the subject high-voltage 12kV electrical power lines and electrical equipment on nearby power poles ("Electrical Equipment") located in the General Area of Origin.

71. At all times relevant hereto, the Electrical Equipment was a public improvement designed, constructed, and maintained for the purpose of transmitting electrical power to the public.

72. The Electrical Equipment, as deliberately designed, constructed, and maintained by SDG&E caused and permitted the occurrence of an electrical failure that ignited the Norte Fire.

73. The following is alleged on information and belief: The system protection devices on the Electrical Equipment were deliberately designed, constructed, and maintained by SDG&E such that the Electrical Equipment would remain energized after a relay for a sufficient period to allow a fire to ignite. SDG&E deliberately left in place old and antiquated system protection devices in order to save money. SDG&E deliberately failed to update coordination studies and alter its equipment accordingly, all in an effort to save money. SDG&E deliberately failed to implement fast curves and set its system protection devices such that the power would remain on for longer during an overcurrent event, all in an effort to avoid outages that would require

troublemen to make inspections – all intentionally done to save money. The risk of all of this materialized and resulted in the ignition of the Norte Fire.

74. SDG&E's taking of property, as alleged herein, deprived Plaintiffs of the use and enjoyment of their property and other damages.

75. As a direct result of Defendants' taking, Plaintiffs have suffered damages as set forth herein. Consequently, Plaintiffs are legally and equitably entitled to recover from Defendants said damages.

76. On August 15, 2019, the Supreme Court of California published its holding in the *City of Oroville v. Superior Cour*t ((2019) 7 Cal.5th 1091). In that case, the Court articulated that "[a] court assessing inverse condemnation liability must find more than just a causal connection between the public improvement and the damage to private property… damage to private property must be *substantially caused* by an inherent risk presented by the deliberate design, construction, or maintenance of the public improvement." *Id. at p. 1105* [emphasis added]. In the Norte Fire, SDG&E's Electrical Equipment as deliberately designed, constructed, and maintained (or not maintained), substantially caused Plaintiffs' damages and was more than a causal connection, as further described in this Complaint.

77. SDG&E owned and substantially participated in the design, planning, approval, construction, and operation of the Electrical Equipment and public improvements for the supplying of electricity to the public for public use. SDG&E exercised control and dominion over said Electrical Equipment, including the vegetation management around the Electrical Equipment and public improvements as a public project and for the public benefit.

78. In *City of Oroville*, the Court required a reviewing court to consider whether the inherent dangers of the public improvement as deliberately designed, constructed, or maintained, materialized, and were the cause of the property damage. In fact, the inherent dangers of the electrical equipment materialized and were the substantial cause of the Norte Fire.

79. Electricity is a dangerous instrumentality that poses an inherent risk to property that requires the exercise of increased care and precaution commensurate with and proportionate to that increased danger so as to make the transport of electricity through the Electrical Equipment

safe under all circumstances and exigencies posed by the surrounding weather and vegetation, to ensure maximum safety under all local conditions in the service area, including the risk of fire.

80. SDG&E deliberately designed its Electrical Equipment to transport electricity from its substations, to the public directly into their homes. The circuitry and conductors of the Electrical Equipment were electrically a single and unified circuit that transmitted electricity.

81. SDG&E deliberately designed the subject distribution lines on Circuit 197, running on the power poles traversing the General Area of Origin ("Subject Electrical Lines") to be uninsulated, bare, uncovered, conduit, carrying high voltage 12kV electricity that posed an increased risk of arcing should the Subject Electrical Lines come into contact with the Electrical Equipment. SDG&E could have designed or updated the existing designed Subject Electrical Lines to be insulated and covered, and therefore protected from igniting vegetation, but instead deliberately designed the Subject Electrical Lines to be uninsulated. The need for insulated conductor has been known to SDG&E since well before the Norte Fire, and in fact, as stated elsewhere in this Complaint, SDG&E launched its FiRM hardening program in 2014, more than a decade ago, and has since folded that work into its covered conductor program. However, SDG&E intentionally did not replace all of its overhead conductor lines with covered conductor due to costs and instead was intending to insulate lines over a series of years and/or decades as a cost-saving strategy. Moreover, SDG&E intentionally did not replace all of its overhead conductor with covered conductor in Very High Fire Hazard Severity Zones, including the General Area of Origin, due to costs and instead was intending to insulate lines over a series of years and/or decades as a cost-saving strategy. The risk of this intentional delay of implementing a needed maintenance of the conductor wire materialized, resulting in the ignition of the Norte Fire.

82. SDG&E deliberately designed the Subject Electrical Lines to travel above ground, near, around, along, and above dry, highly combustible vegetation. SDG&E could have designed the Subject Electrical Lines to travel underground, but instead deliberately designed the Subject Electrical Lines above ground, and left them that way rather than cover them as further outlined in the paragraph above.

83. SDG&E deliberately designed its vegetation management program that should have complied with Public Resources Code §§ 4292 and 4293, but SDG&E failed to cut, trim, prune, or remove the vegetation around the subject power poles on Circuit 197 in the General Area of Origin.

84. The inherent danger of electricity, and SDG&E's design of the Subject Electrical Lines, Electrical Equipment, and vegetation management program materialized when Electrical Equipment on the subject power poles on Circuit 197 failed or broke, came into contact with the Subject Electrical Lines, causing an arcing event, and igniting the Norte Fire – ultimately damaging Plaintiffs. The circuitry and equipment that failed were owned and controlled by SDG&E, and SDG&E specifically disallowed homeowners or members of the public to touch, work upon, alter or maintain any such Subject Electrical Lines or trim vegetation growing near electrical lines.

85. SDG&E deliberately constructed the Subject Electrical Lines to transport electricity through its powerlines to provide power to the public. The Subject Electrical Lines' circuitry and conductors were electrically a single and unified circuit, Circuit 197 specifically, that transmitted electricity.

86. SDG&E deliberately constructed the Subject Electrical Lines as uninsulated, bare, uncovered, conduit, carrying high voltage 12kV electricity that posed an increased risk of arcing should vegetation or other electrical equipment come into contact with the Subject Electrical Lines. SDG&E could have constructed, or reconstructed prior to the Norte Fire, the Subject Electrical Lines to be insulated and covered, and therefore protected from vegetation, but instead deliberately chose an uninsulated design and left it in that condition.

87. SDG&E deliberately constructed the Subject Electrical Lines to travel above ground, near, around, along, and above dry, highly combustible vegetation. SDG&E could have constructed the Subject Electrical Lines to travel underground (or could have put them underground after original construction but prior to the Norte Fire), but instead deliberately constructed the Subject Electrical Lines above ground and left them that way.

88. The inherent danger of electricity, and SDG&E's construction of the Subject Electrical Lines, Electrical Equipment, and vegetation management program materialized when Electrical Equipment on the subject power poles on Circuit 197 failed or broke, came into contact with the Subject Electrical Lines, causing an arcing event, and igniting the Norte Fire – ultimately damaging Plaintiffs. The circuitry and equipment that failed were owned and controlled by SDG&E, and SDG&E specifically disallowed homeowners or members of the public to touch, work upon, alter or maintain any such Subject Electrical Lines or trim vegetation growing near electrical lines.

89. The Court in the *City of Oroville* articulated that "useful public improvements must eventually be maintained and not merely designed and built. So the inherent risk aspect of the inverse condemnation inquiry is not limited to deliberate design or construction of the public improvement. It also encompasses risks from maintenance or continued upkeep of the public work." (*City of Oroville*, supra, 7 Cal.5th at p. 1106). SDG&E has a responsibility to maintain and continuously upkeep the Subject Electrical Lines and Electrical Equipment and to implement vegetation management programs and protocols to ensure the safe delivery of electricity to the public. As specifically mentioned, SDG&E accepted the risk of keeping Circuit 197 above ground and with uninsulated lines, and that risk of fire materialized here.

90. SDG&E has a non-delegable duty to maintain and upkeep its entire electrical system, including maintaining and managing nearby vegetation and trees. The inherent danger in SDG&E failing to maintain and upkeep its Electrical Equipment and surrounding vegetation nearby culminated in an electrical event on SDG&E power poles in the Norte Fire General Area of Origin.

91. SDG&E deliberately chose to design and construct the Subject Electrical Lines using uninsulated, bare, and exposed electrical conduit because of the lower cost as compared to installing insulated conduit or putting the lines underground. SDG&E's adoption of these cost-saving designs presented inherent risk to property as any contact with those uninsulated, bare and exposed lines could and did start a fire.

92. SDG&E's Subject Electrical Lines, as deliberately designed, constructed, and maintained presented an inherent risk and danger of fire to private property. In supplying electricity to the public, on or about October 16, 2026, SDG&E knowingly accepted a risk that the Electrical Equipment would damage and/or destroy private property by fire.

93. The injury to Plaintiffs was the inescapable and unavoidable consequence of SDG&E's Electrical Equipment and Subject Electrical Lines as deliberately designed, constructed, and maintained (or not maintained). This damage was the necessary and probable result of SDG&E's public improvement supplying electricity. The Norte Fire followed in the normal course of subsequent events, when an electrical failure on SDG&E power poles caused arcing and started the Norte Fire. The damages to Plaintiffs were predominately produced by SDG&E's Subject Electrical Lines and Electrical Equipment, as deliberately designed, constructed and maintained.

94. The policy justifications underlying inverse condemnation liability are that individual property owners should not have to contribute disproportionately to the risks from public improvements made to benefit the community as a whole. Under the rules and regulations set forth by the CPUC, amounts that Defendants must pay in inverse condemnation can be included in their rates and spread among the entire group of ratepayers so long as they otherwise act as a reasonable and prudent manager of their electric distribution systems. As noted elsewhere, SDG&E has $1 Billion in insurance coverage, and is allowed to make claim upon the funds available pursuant to AB 1054, where the State of California itself made a contribution above and beyond that of the utilities.

95. The conduct as described herein was a substantial factor in causing damage to a property interest protected by Article I, § 19, of the California Constitution and permanently deprived Plaintiffs of the use and enjoyment of their property. As a direct result of the "taking" of the property, Plaintiffs suffered damages in excess of the jurisdictional minimum of this Court, in an amount according to proof at trial. Pursuant to California Code of Civil Procedure section 1036, Plaintiffs are entitled to recover all litigation costs, expense, and interest with regard to the compensation of damage to Plaintiffs' property, including attorneys' fees, expert fees, consulting

fees, and litigation costs. Plaintiffs have incurred and will continue to incur attorney's, appraisal, and engineering fees and costs because of Defendants' conduct, in amounts that cannot yet be ascertained, but which are recoverable in this action pursuant to California Code of Civil Procedure section 1036. The above-described damage to Plaintiffs' property was proximately and substantially caused by the actions of Defendants, and each of them. Plaintiffs have not received adequate compensation for the damage to and/or destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by the Defendants, and each of them, without just compensation. As a direct and legal result of the above-described damages to Plaintiffs' property including loss of use, interference with access, enjoyment and marketability, and injury to personal property, Plaintiffs have been damaged in an amount according to proof at trial. The Court should note that this Second Cause of Action is independent of, and alleged separately from, the First Cause of Action for Negligence. A finding against SDG&E for Inverse Condemnation does not automatically mean they are negligent, allowing them, if they were a prudent manager of their electrical facilities, to tap into the Wildfire Fund provided by AB 1054. To be clear, Plaintiffs allege that SDG&E was negligent, as articulated in the First Cause of Action.

THIRD CAUSE OF ACTION

(Premises Liability against Defendants and Each of Them)

96. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

97. Defendants were the owners of an easement and/or real property in the area of the Norte Fire, and/or were the owners of electrical infrastructure upon said easement and/or right of way.

98. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in failing to properly inspect, manage, maintain, and/or control the vegetation near their electrical infrastructure along the real property and easement, allowing an unsafe condition presenting a foreseeable risk of fire danger to exist in said area.

99. As a direct and legal result of the wrongful acts and/or omissions of Defendants, Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth above.

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

FOURTH CAUSE OF ACTION

(Trespass against Defendants and Each of Them)

101. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

102. At all times relevant herein, Plaintiffs were the owners and lawful occupiers of property damaged by the fire alleged herein.

103. Defendants' actions caused the Norte Fire and allowed it to ignite and/or spread out of control, causing injury to Plaintiffs' property.

104. Plaintiffs did not grant permission for Defendants to cause the Norte Fire to enter their properties.

105. As a direct, proximate, and substantial cause of the trespass, Plaintiffs have suffered and will continue to suffer damages, including but not limited to damage to property, discomfort, annoyance, and emotional distress in an amount to be proved at the time of trial.

106. As a further direct and proximate result of the conduct of Defendants, Plaintiffs have hired and retained counsel to recover compensation for loss and damage and are entitled to recover all attorney's fees, expert fees, consultant fees, and litigation costs and expense, as allowed under California Code of Civil Procedure, Section 1021.9.

107. As a further direct and proximate result of the conduct of Defendants, Plaintiffs seek treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as allowed under California Civil Code, Section 3346.

108. Further, the conduct alleged against Defendants in this complaint was despicable and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their safety and rights, constituting oppression, for which Defendants must be punished by punitive and

exemplary damages in an amount according to proof. The conduct of the defendants evidences a conscious disregard for the safety of others, including Plaintiffs. The Defendants' conduct was and is despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer, director, or managing agent of Defendants personally committed, authorized and/or ratified the despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of punitive damages sufficient to punish and make an example of these Defendants, and each of them.

FIFTH CAUSE OF ACTION

(Private Nuisance against Defendants and Each of Them)

109. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

110. Defendants' actions, conduct, omissions, negligence, trespass and failure to act resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' property, invaded the right to use the Plaintiffs' property, and interfered with the enjoyment of Plaintiffs' property, causing the Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance, pursuant to California Civil Code Section 3479.

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

112. Further, the conduct alleged against Defendants in this complaint was despicable and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their safety and rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount according to proof. The conduct of the defendants evidences a conscious disregard for the safety of others, including Plaintiffs. The Defendants' conduct was and is despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer, director, or managing agent of Defendants personally committed, authorized and/or ratified the despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an

award of punitive damages sufficient to punish and make an example of these Defendants, and each of them.

SIXTH CAUSE OF ACTION

(Public Nuisance against Defendants and Each of Them)

113. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

114. Plaintiffs own and/or occupy property at or near the site of the fire which is the subject of this action. At all relevant times herein, Plaintiffs had a right to occupy, enjoy, and use their property without interference by Defendants and Does 1 to 100.

115. Defendants, and each of them, owed a duty to the public, including Plaintiffs, to conduct their business, including their maintenance and/or operation of power lines, power poles, and electrical equipment and the adjacent vegetation in Orange County in a manner that did not threaten, harm, injure, or interfere with the public welfare from its operation of said equipment.

116. Defendants, and each of them, by acting or failing to act, created a condition which was harmful to the health and safety of the public, including Plaintiffs, and interfered with the comfortable occupancy, use, and enjoyment of Plaintiffs' property. Plaintiffs did not consent, expressly or impliedly, to the wrongful conduct of Defendants, and each of them, in acting in the foregoing manner.

117. The hazardous condition which was created by or permitted to exist by Defendants, and each of them, affected a substantial number of people within the general public, including Plaintiffs, and constituted a public nuisance under Civil Code Sections 3479 and 3480 and Public Resources Code Section 4171. Additionally, uncontrolled wildfire constituted a public nuisance under Public Resources Code Section 4170.

118. The damaging effects of Defendants' maintenance of a fire hazard and the ensuing wildfire are ongoing and affect the public at large. As a result of the fire's location, temperature, and duration, extensive areas of hydrophobic soils developed within the fire's perimeter, may cause post-fire runoff hazards to occur, including, but not limited to, hillside erosion, complete mudslides, debris flow hazards, and sediment laden flow hazards.

119. As a direct and legal result of the conduct of Defendants, and each of them, Plaintiffs suffered harm that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost the occupancy, possession, use, and enjoyment of their real and personal property, including, but not limited to, a reasonable and rational fear that the area is still dangerous, a diminution in the fair market value of their property, an impairment of the salability of their property, hydrophobic soils, exposure to toxic substances, the presence of special waste requiring special management and disposal, and lingering smells and fumes of smoke, soot, ash, and dust.

120. As a further direct and legal result of the conduct of Defendants, and each of them, Plaintiffs have suffered and will continue to suffer discomfort, anxiety, fear, worries, annoyance, and stress related to the interference with Plaintiffs' occupancy, possession, use, and enjoyment of their property as alleged herein.

121. A reasonable, ordinary person would be annoyed and disturbed by the conditions created by Defendants, and each of them, and the resulting fire.

122. The conduct of Defendants, and each of them, was and is unreasonable, and the seriousness of the harm to the public, including Plaintiffs, outweighs the social utility of Defendants' conduct.

123. The individual and collective conduct of Defendants, and each of them, resulting in the Norte Fire is not an isolated incident, but is part of an ongoing and repeated course of conduct by Defendants.

124. The unreasonable conduct of Defendants, and each of them, is a direct and legal cause of the harm, injury, and damage to the public, including Plaintiffs.

125. Defendants, and each of them, have individually and collectively failed and refused to conduct proper inspections and maintenance of vegetation and electrical equipment in order to ensure the safe delivery of electricity to residents through its high voltage power lines. Defendants' individual and collective failure to do so has exposed every member of the public, including residents of Orange County, to a foreseeable danger of personal injury, death, and loss of or destruction of real and personal property.

126. The conduct of Defendants, and each of them, set forth herein constitutes a public nuisance within the meaning of Civil Code Sections 3479 and 3480, Public Resources Code Sections 4104 and 4170, and Code of Civil Procedure Section 731.

127. Under Civil Code Section 3493, Plaintiffs have standing to maintain an action for public nuisance because the nuisance is especially injurious to Plaintiffs as described herein.

128. Defendants' conduct is injurious and offensive to the senses of Plaintiffs, unreasonably interferes with the comfortable enjoyment of their properties, and unlawfully obstructs the free use, in the customary manner, of Plaintiffs' properties, causing harm, injury, and damages.

129. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants and each of them, stop continued violation of Public Resources Code Sections 4292 and 4293 and Public Utilities Commission General Order 95, Rule 35. Plaintiffs also seek an order directing Defendants to abate the existing and continuing nuisance described herein, including without limitation requiring Defendants to underground their electric wires.

130. Further, the conduct alleged against Defendants in this complaint was despicable and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their safety and rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount according to proof. The conduct of the defendants evidences a conscious disregard for the safety of others, including Plaintiffs. The Defendants' conduct was and is despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer, director, or managing agent of Defendants personally committed, authorized and/or ratified the despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of punitive damages sufficient to punish and make an example of these Defendants, and each of them.

SEVENTH CAUSE OF ACTION

(Violation of Public Utilities Code Section 2106

against Defendants and Each of Them)

131. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

132. As Public Utilities, Defendants are legally required to comply with the rules and orders promulgated by the California Public Utilities Commission pursuant to Public Utilities Code Section 702.

133. Public Utilities that perform or fail to perform something required to be done by the California Constitution, a law of the State, or a regulation or order of the Public Utilities Commission, which leads to loss or injury, are liable for that loss or injury, pursuant to Public Utilities Code Section 2106.

134. As Public Utilities, Defendants are required to provide and maintain service, equipment and facilities in a manner adequate to maintain the safety, health and convenience of their customers and the public, pursuant to Public Utilities Code Section 451.

135. Defendants are required to design, engineer, construct, operate, and maintain electrical supply lines and associated equipment in a manner consonant with their use, taking into consideration local conditions and other circumstances, so as to provide safe and adequate electric service, pursuant to Public Utilities Commission General Order 95, Rule 31.1 and General Order 165.

136. Defendants are required to maintain vegetation in compliance with California Public Resources Code Sections 4293, 4294, 4435 and Health & Safety Code Section 13001.

137. Through their conduct alleged herein, Defendants violated Public Utilities Code Sections 702, 451 and/or Public Utilities Commission General Order 95, thereby making them liable for losses, damages and injury sustained by Plaintiffs, pursuant to Public Utilities Code Section 2106.

138. Further, the conduct alleged against Defendants in this complaint was despicable and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their safety and rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount according to proof. The conduct of the defendants evidences a conscious disregard for the safety of others, including Plaintiffs. The Defendants' conduct was

and is despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer, director, or managing agent of Defendants personally committed, authorized and/or ratified the despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of punitive damages sufficient to punish and make an example of these Defendants, and each of them.

EIGHTH CAUSE OF ACTION

(Violation of Health and Safety Code Section 13007

against Defendants and Each of Them)

139. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

140. By engaging in the acts and omissions alleged in this Complaint, Defendants, and each of them, willfully, negligently, and in violation of law, set fire to and/or allowed fire to be set to the property of another in violation of California Health & Safety Code § 13007.

141. As a legal result of Defendants' violation of California Health & Safety Code § 13007, Plaintiffs suffered recoverable damages to property under California Health & Safety Code § 13007.

142. As a further legal result of the violation of California Health & Safety Code § 13007 by Defendants, Plaintiffs suffered damages that are entitled to reasonable attorney's fees under California Code of Civil Procedure § 1021.9 for the prosecution of this cause of action.

143. Further, the conduct alleged against Defendants in this complaint was despicable and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount according to proof. Defendants' conduct was carried on with a willful and conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by punitive and exemplary damages according to proof. An officer, director, or managing agent of Defendants personally committed, authorized and/or ratified the despicable and wrongful conduct alleged in this complaint.

DEMAND FOR JURY TRIAL

144. Plaintiffs hereby demand a jury trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants and DOES 1 through 100, and each of them, as follows:

For Negligence, Premises Liability, Trespass, Nuisance, Violation of Public Utilities Code § 2106 and Violation of Health & Safety Code § 13007:

1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property, including but not limited to trees, landscaping, and foliage;
2. Loss of the use, alternative living expenses, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal property;
3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related displacement expenses;
4. Past and future medical expenses and incidental expenses according to proof at trial;
5. Attorney's fees, expert fees, consultant fees, and litigation costs and expense, as allowed under California Code of Civil Procedure, Section 1021.9;
6. Treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as allowed under California Civil Code, Section 3346;
7. All applicable general damages, including but not limited to those for fear, worry, annoyance, disturbance, inconvenience, mental anguish, emotional distress, loss of quiet enjoyment of property, and personal injury;
8. Special damages;
9. Past and future damages;
10. Statutory damages;
11. Punitive/exemplary damages;
12. All costs of suit;
13. Prejudgment interest, according to proof; and
14. Such other and further relief as the Court shall deem proper, all according to proof.

For Inverse Condemnation:

1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;
2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal property;
3. Loss of wages, earning capacity, and/or business profits or proceeds, and/or any related displacement expenses;
4. All costs of suit, including attorney's fees where appropriate, appraisal fees, engineering fees, and related costs;
5. Prejudgment interest according to proof; and
6. For such other and further relief as the Court shall deem proper, all according to proof.

DATED: October 19, 2026

BRIDGFORD, GLEASON & ARTINIAN

By: /s/Richard K. Bridgford
RICHARD K. BRIDGFORD
MICHAEL H. ARTINIAN
ALLAN L. BRIDGFORD, III
BRIAN E. SUTTER
CORY T. SANDS
Attorneys for Plaintiffs

PROOF OF SERVICE
Dawn Yates, et al. v. SAN DIEGO GAS & ELECTRIC COMPANY, et al.

I, the undersigned, declare that:

I am over the age of 18 years and not a party to the within action. I am employed in the County where the Proof of Service was prepared and my business address is Law Offices of BRIDGFORD, GLEASON & ARTINIAN, 26 Corporate Plaza, Suite 250, Newport Beach, CA 92660.

On the date set forth below, I served the following document(s): **COMPLAINT FOR DAMAGES** to the interested party(s) on the attached Service List by the following means:

( ) **BY MAIL**: By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid. I am readily familiar with the business practice for collecting and processing correspondence for mailing. On the same day that correspondence is processed for collection and mailing it is deposited in the ordinary course of business with the United States Postal Service in Newport Beach, California to the address(es) shown herein.

( ) **BY PERSONAL SERVICE**: By handing a true copy thereof to one of the address(es) shown herein.

( ) **BY OVERNIGHT DELIVERY:** I caused such delivery by placing a true copy thereof, enclosed in a sealed envelope, with delivery charges to be billed to Bridgford, Gleason & Artinian to be delivered by Overnite Express, to the address(es) shown herein.

(XX) **BY ELECTRONIC MAIL (EMAIL)**: I caused a true copy thereof sent via email to the address(es) shown herein.

( ) **BY FACSIMILE (FAX)**: I caused a true copy thereof sent via facsimile to the number(s) shown herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: October 19, 2026

/s/Debbie Knipe
DEBBIE KNIPE

SERVICE LIST
Dawn Yates, et al. v. SAN DIEGO GAS & ELECTRIC COMPANY, et al.