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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

OCT 11 2018

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By: Isaac Lovo, Deputy

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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 COUNTY OF LOS ANGELES - CENTRAL DISTRICT

18 Coordination Proceeding Special Title  
(Rule 3.550)

19 JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 4965

20 SOUTHERN CALIFORNIA FIRE CASES

21 SOUTHERN CALIFORNIA EDISON  
COMPANY AND EDISON  
INTERNATIONAL'S MASTER ANSWER  
TO MASTER COMPLAINT OF  
SUBROGATION PLAINTIFFS BY FAX

22 Judge: Hon. Daniel J. Buckley  
23 Department: Room 222  
Spring Street Courthouse

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1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 COME NOW, Defendants SOUTHERN CALIFORNIA EDISON COMPANY and  
3 EDISON INTERNATIONAL (collectively, "Defendants") for themselves alone, and no other  
4 Defendant, and hereby answer the Complaint of Subrogation Plaintiffs ("Master Complaint"), and  
5 generally and specifically deny and allege as follows:

6 **GENERAL DENIAL**

7 1. By virtue of and pursuant to the provisions of Code of Civil Procedure § 431.30,  
8 these answering Defendants, without the benefit of completing discovery as to each individual  
9 Plaintiff in this action, generally and specifically deny each and every, all and singular,  
10 conjunctively and disjunctively, allegations contained in the Master Complaint, and each and every  
11 part thereof, and each and every cause of action thereof, and further specifically deny that Plaintiffs  
12 have been injured or damaged in the sum alleged, or in any other sum, or at all, by reason of any  
13 carelessness, negligence, act or omission of these answering Defendants.

14 **AFFIRMATIVE DEFENSES**

15 2. Investigations into the events alleged in the Master Complaint are currently being  
16 undertaken by the parties as well as third parties. Discovery in this case has only recently  
17 commenced and many of these affirmative defenses are set forth merely as a precaution. The  
18 Defendants have yet to receive all facts and evidence which may be relevant to a determination as  
19 to the application of these affirmative defenses as to any individual Plaintiff. It may be determined  
20 at some later stage of the proceeding that not all affirmative defenses apply to all Plaintiffs. In  
21 addition to the affirmative defenses set forth below, Defendants reserve the right to allege  
22 additional defenses as they become known, or as they evolve during the litigation, and to amend  
23 this Master Answer accordingly.

24 **FIRST AFFIRMATIVE DEFENSE**

25 3. As a first and separate affirmative defense to each and every cause of action stated  
26 in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' pleading fails to  
27 state facts sufficient to constitute a cause of action for which relief can be granted against the  
28 answering Defendants.

## **SECOND AFFIRMATIVE DEFENSE**

2       4.     As a second and separate affirmative defense to each and every cause of action  
3 stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' pleading  
4 fails to set forth facts with reasonable precision and specific particularity and therefore fails due to  
5 uncertainty.

### **THIRD AFFIRMATIVE DEFENSE**

7 5. As a third and separate affirmative defense to each and every cause of action stated  
8 in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs lack standing to  
9 bring their claims as to all or a portion of the claims alleged in the Complaint.

#### **FOURTH AFFIRMATIVE DEFENSE**

11       6.      As a fourth and separate affirmative defense to each and every cause of action stated  
12 in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs may be barred  
13 from recovering damages, in whole or in part, for the harm alleged therein by reason of their failure  
14 to mitigate such alleged damages by whatever means were reasonably possible. Various Plaintiffs  
15 and Plaintiffs' agents, who have yet to be determined, may have failed to take reasonable steps to  
16 mitigate, delayed in taking such steps, or took steps to compound the alleged damages. It may be  
17 determined through discovery that had Plaintiffs or Plaintiffs' agents timely and diligently taken  
18 reasonable steps to mitigate the alleged loss, damage, or injury, they would have been reduced or  
19 avoided altogether.

## **FIFTH AFFIRMATIVE DEFENSE**

21       7.       As a fifth and separate affirmative defense to each and every cause of action stated  
22 in Plaintiffs' Master Complaint, these answering Defendants allege that the allegations in the  
23 Master Complaint are barred, in whole or in part, for lack of jurisdiction, including but not limited  
24 to the limitations of California Public Utilities Code Section 1759.

## **SIXTH AFFIRMATIVE DEFENSE**

26 8. As a sixth and separate affirmative defense to each and every cause of action stated  
27 in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' damages, if any,

1 were caused by an uncontrollable force/Act of God, which these answering Defendants did not  
2 control, could not predict, and from which it did not have a duty to protect the Plaintiffs.

## **SEVENTH AFFIRMATIVE DEFENSE**

4 9. As a seventh and separate affirmative defense to each and every cause of action  
5 stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' damages,  
6 if any, were the result of an unavoidable accident insofar as these answering Defendants are  
7 concerned, were unintentional, and occurred without any negligence, want of care, default, or other  
8 breach of duty on the part of these answering Defendants.

## **EIGHTH AFFIRMATIVE DEFENSE**

10. As an eighth and separate affirmative defense to each and every cause of action  
11 stated in Plaintiffs' Master Complaint, these answering Defendants allege that they complied with  
12 the law and acted reasonably with the intent to obey the law, and such compliance demonstrates  
13 that due care and reasonable prudence were exercised. The claims in the Master Complaint are  
14 barred, in whole or in part, because matters alleged and complained about in the Master Complaint  
15 were consistent with available technology, were in compliance with applicable regulations, and  
16 alternative product or facility design was not feasible or practical. Causation has not yet been  
17 determined so Defendants plead a general response now to avoid delay in the litigation.

## **NINTH AFFIRMATIVE DEFENSE**

19       11.     As a ninth and separate affirmative defense to each and every cause of action stated  
20 in Plaintiffs' Master Complaint, these answering Defendants allege that the losses and damages  
21 allegedly sustained by Plaintiffs, if any, were proximately caused by intervening and superseding  
22 acts of others, which intervening and superseding acts bar and/or diminish Plaintiffs' recovery, if  
23 any, against these answering Defendants.

## **TENTH AFFIRMATIVE DEFENSE**

25       12.     As a tenth and separate affirmative defense to each and every cause of action stated  
26 in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' damages, if any,  
27 were proximately caused by the negligent, reckless, or intentional acts of third parties as to whom  
28 these answering Defendants had neither the right, the duty, nor the opportunity to exercise control

1 over, and who acted without the knowledge, participation, approval, or ratification of these  
2 answering Defendants. Therefore, any damages awards to Plaintiffs, if any, shall be diminished in  
3 proportion to the amount attributed to said third parties.

4 **ELEVENTH AFFIRMATIVE DEFENSE**

5 13. As an eleventh and separate affirmative defense to each and every cause of action  
6 stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' Master  
7 Complaint is defective for non-joinder of parties who are necessary and/or indispensable.

8 **TWELFTH AFFIRMATIVE DEFENSE**

9 14. As a twelfth and separate affirmative defense to each and every cause of action  
10 stated in Plaintiffs' Master Complaint, these answering Defendants allege that discovery will  
11 determine whether various individual Plaintiffs and their agents, who have yet to be determined,  
12 may have acted negligently, recklessly, or intentionally in and about the matters alleged in the  
13 Master Complaint; and to the extent Plaintiffs seek recovery for the alleged negligent, reckless,  
14 and/or intentional acts and/or omissions of these answering Defendants, recovery should be offset  
15 to the extent of Plaintiffs' and their agents' own negligent, reckless, and/or intentional actions  
16 and/or omissions.

17 **THIRTEENTH AFFIRMATIVE DEFENSE**

18 15. As a thirteenth and separate affirmative defense to each and every cause of action  
19 stated in Plaintiffs' Master Complaint, these answering Defendants allege that the agency or  
20 instrumentality causing the incident was not within these answering Defendants' exclusive  
21 management or control.

22 **FOURTEENTH AFFIRMATIVE DEFENSE**

23 16. As a fourteenth and separate affirmative defense to each and every cause of action  
24 stated in Plaintiffs' Master Complaint, these answering Defendants allege that the actions and  
25 conditions complained of by Plaintiffs are expressly authorized by the State of California and the  
26 California Public Utilities Commission.

## **FIFTEENTH AFFIRMATIVE DEFENSE**

2       17. As a fifteenth and separate affirmative defense to each and every cause of action  
3 stated in Plaintiffs' Master Complaint, these answering Defendants allege that the use of properties,  
4 equipment, and/or other activities by these answering Defendants was at all times lawful and  
5 authorized by agreement, license, easement, the County and City of Los Angeles, the County and  
6 City of Ventura, the County and City of Santa Barbara, the State of California, the California  
7 Public Utilities Commission, and the United States of America, including their agencies, and  
8 pursuant to law.

## **SIXTEENTH AFFIRMATIVE DEFENSE**

10        18. As a sixteenth and separate affirmative defense to each and every cause of action  
11 stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs are not  
12 entitled to recover on claims of damages or losses paid as a result of coverage under any applicable  
13 policy of insurance.

## **SEVENTEENTH AFFIRMATIVE DEFENSE**

15        19.      As a seventeenth and separate affirmative defense to each and every cause of action  
16 stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs are not  
17 entitled to double recovery on claims of damages or losses.

## **EIGHTEENTH AFFIRMATIVE DEFENSE**

19       20.     As an eighteenth and separate affirmative defense to each and every cause of action  
20 stated in Plaintiffs' Master Complaint, at all relevant times, these answering Defendants acted in  
21 conformity with industry standards based upon the state of knowledge existing at the time alleged  
22 in the Master Complaint and therefore, Plaintiffs are barred from any recovery in this action.

## **NINETEENTH AFFIRMATIVE DEFENSE**

24       21.     As a nineteenth and separate affirmative defense to each and every cause of action  
25 stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' Master  
26 Complaint is barred from recovery based on waiver.

## **TWENTIETH AFFIRMATIVE DEFENSE**

2       22. As a twentieth and separate affirmative defense to each and every cause of action  
3 stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' Master  
4 Complaint is barred from recovery based on laches.

## **TWENTY-FIRST AFFIRMATIVE DEFENSE**

6       23. As a twenty-first and separate affirmative defense to each and every cause of action  
7 stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs' Master  
8 Complaint is barred from recovery based on estoppel.

## **TWENTY-SECOND AFFIRMATIVE DEFENSE**

10       24. As a twenty-second and separate affirmative defense to each and every cause of  
11 action stated in Plaintiffs' Master Complaint, these answering Defendants allege that if responsible  
12 for Plaintiffs' injuries, damages, and expenses, these answering Defendants are only obligated to  
13 the extent that such injuries, damages, and expenses are reasonable and lawfully occurred. Until  
14 reasonable discovery is completed, these answering Defendants deny that the injuries, damages,  
15 and expenses for which these Plaintiffs seek reimbursement are either reasonable or lawfully  
16 occurred.

## **TWENTY-THIRD AFFIRMATIVE DEFENSE**

18        25.      As a twenty-third and separate affirmative defense to each and every cause of action  
19 stated in Plaintiffs' Master Complaint, these answering Defendants allege that the action is barred  
20 by the statute of limitation including, but not limited to, Code of Civil Procedure §§ 335.1, 338(a)-  
21 (c), (j), and 339.

## **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

23 26. As a twenty-fourth and separate affirmative defense to each and every cause of  
24 action stated in Plaintiffs' Master Complaint, these answering Defendants allege that Plaintiffs  
25 have failed to exhaust their administrative remedies, including those remedies available through the

1 County and City of Los Angeles, the County and City of Ventura, the County and City of Santa  
2 Barbara, the State of California, or the California Public Utilities Commission.

3 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

4 27. As a twenty-fifth and separate affirmative defense to each and every cause of action  
5 stated in Plaintiffs' Master Complaint, these answering Defendants allege that in relation to the  
6 subject fire, they neither acted nor failed to act in a manner that violated any statute, ordinance, or  
7 regulation that was a legal (proximate) cause of the subject fire, including those related to the  
8 assessment, management, and maintenance of vegetation.

9 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

10 28. As a twenty-sixth and separate affirmative defense to the cause of action for inverse  
11 condemnation stated in Plaintiffs' Master Complaint, these answering Defendants allege that the  
12 claims in the Master Complaint for inverse condemnation are barred, in whole or in part, because  
13 they violate state and federal constitutional rights, including but not limited to due process under  
14 the Fourteenth Amendment of the United States Constitution and the California Constitution and  
15 the takings clause of the Fifth Amendment of the United States Constitution as incorporated against  
16 the States by the Fourteenth Amendment and California Constitution Article I, section 19.

17 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

18 29. As a twenty-seventh and separate affirmative defense to the cause of action for  
19 inverse condemnation stated in Plaintiffs' Master Complaint, these answering Defendants allege  
20 that Plaintiffs lack compensable interest in the properties or property rights allegedly taken.

21 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

22 30. As a twenty-eighth and separate affirmative defense, these answering Defendants  
23 allege that Plaintiffs are not entitled to treble or double damages per Civil Code § 3346, especially  
24 because these answering Defendants' conduct or trespass was not causal, involuntary, willful or  
25 malicious; these answering Defendants did not negligently, intentionally, or willfully and  
26 maliciously trespass on Plaintiffs' property or damage Plaintiffs' trees; and due to the penal nature  
27 of the requested damages, Plaintiffs are not entitled to either double or treble damages if Plaintiffs  
28 are awarded punitive damages.

## **TWENTY-NINTH AFFIRMATIVE DEFENSE**

2       31.     As a thirtieth and separate affirmative defense to each and every cause of action  
3 stated in Plaintiffs' Master Complaint, these answering Defendants allege that to the extent that  
4 Defendants have provided, or may provide, compensation of any kind for damages to the individual  
5 Plaintiffs and/or their insurers, such compensation may constitute an offset.

## **THIRTIETH AFFIRMATIVE DEFENSE**

7       32.     As a thirty-first and separate affirmative defense to each and every cause of action  
8 stated in Plaintiffs' Master Complaint, these answering Defendants allege that the Master  
9 Complaint fails to state a cause of action for which pre-judgment interest, expert fees or attorneys'  
10 fees may be awarded.

## **THIRTY-FIRST AFFIRMATIVE DEFENSE**

12       33.     As a thirty-second and separate affirmative defense to each and every cause of  
13 action stated in Plaintiffs' Master Complaint, these answering Defendants allege that the claims in  
14 the Master Complaint for punitive damages are barred, in whole or in part, because they violate  
15 state and federal constitutional rights, including but not limited to due process, equal protection,  
16 and ex post facto provisions; the Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments; and the  
17 right not to be subjected to excessive awards and multiple punishments; and any claim for punitive  
18 damages is limited by state and federal law, including but not limited to the United States Supreme  
19 Court's decision in *State Farm Mutual Automobile Insurance Company v. Campbell* (2003) 123 S.  
20 Ct. 1513.

## **THIRTY-SECOND AFFIRMATIVE DEFENSE**

22       34.     As a thirty-third and separate affirmative defense to each and every cause of action  
23 stated in Plaintiffs' Master Complaint, these answering Defendants allege that the allegations in the  
24 Master Complaint fail to state facts sufficient to support an award of exemplary or punitive  
25 damages or other statutory fines or penalties against answering Defendants. No alleged act or  
26 omission of SCE was oppressive, fraudulent, or malicious under California Civil Code section  
27 3294, and therefore, any award of punitive damages is barred. Any claim for punitive damages also  
28 is barred under California Civil Code section 3294(b). No alleged act or omission of these

1 answering Defendants was willful under California Public Utilities Code section 2106, and  
2 therefore, any award of punitive damages is barred.

3 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

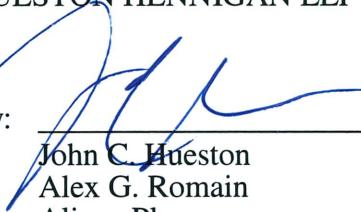
4 35. As a thirty-fourth and separate affirmative defense to each and every cause of action  
5 stated in Plaintiffs' Master Complaint, these answering Defendants allege that they presently have  
6 insufficient knowledge or information on which to form a belief as to whether these answering  
7 Defendants may have additional, as yet unstated, defenses available. Accordingly, these answering  
8 Defendants reserve the right to assert such additional defenses that are proper as discovery,  
9 investigation, or analysis indicates.

10 **WHEREFORE**, these answering Defendants pray judgment as follows:

11 1. That Plaintiffs take nothing by reason of their Complaint herein;  
12 2. For costs of suit incurred herein; and  
13 3. For such other and further relief as the Court may deem just and proper.

14 Dated: October 11, 2018

HUESTON HENNIGAN LLP

15 By: 

16 John C. Hueston  
17 Alex G. Romain  
18 Alison Plessman  
19 Moez M. Kaba  
20 Douglas J. Dixon  
21 Attorneys for Defendants  
22 Southern California Edison Company and  
23 Edison International

24 SOUTHERN CALIFORNIA EDISON  
25 COMPANY AND EDISON  
26 INTERNATIONAL

27 Leon Bass, Jr.  
28 Brian Cardoza

## SOUTHERN CALIFORNIA FIRE CASES

**Case No. JCCP 4965**

## **ELECTRONIC PROOF OF SERVICE**

4 I am over the age of 18 years and not a party to the within action. I am employed by  
5 Hueston Hennigan LLP whose business address is 620 Newport Center Drive, Suite 1300, Newport  
6 Beach, CA 92660.

On October 11, 2018, I caused to be served the following document(s) described as:

**SOUTHERN CALIFORNIA EDISON COMPANY AND EDISON INTERNATIONAL'S  
MASTER ANSWER TO MASTER COMPLAINT OF SUBROGATION PLAINTIFFS**

10 on the interested parties in this action pursuant to the most recent Omnibus Service List by  
11 submitting an electronic version of the document(s) via file transfer protocol (FTP) to  
12 CaseHomePage through the upload feature at [www.casehomepage.com](http://www.casehomepage.com).

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

15 Executed on October 11, 2018, at Newport Beach, California.

Sarah Jones  
Sarah Jones