



BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA

**FILED**

06/27/25

04:59 PM

**C2506027**

Holly A. Carlyle and Jeffery A. Burgess,

Complainants,

vs.

Southern California Edison Company (U338E),

Defendant.

**Case**

Complaint  
(Rule 4.2)

COMPLAINANTS	DEFENDANT
<p>Holly A. Carlyle and Jeffery A. Burgess 55995 29 Palms Highway Yucca Valley, CA 92284 T1: 760-702-6114 T2: 661-301-0808 E-mail 1: <a href="mailto:hollyacarlyle@icloud.com">hollyacarlyle@icloud.com</a> E-mail 2: <a href="mailto:Jeffburgess1965@icloud.com">Jeffburgess1965@icloud.com</a></p>	<p>Southern California Edison Company (U338E) Attn: Anna Valdborg, Director &amp; Managing Attorney 2244 Walnut Grove Avenue Rosemead, CA 91770 T-626-302-6008 E-mail 1: <a href="mailto:Anna.Valdborg@sce.com">Anna.Valdborg@sce.com</a> E-mail 2: <a href="mailto:case.admin@sce.com">case.admin@sce.com</a> E-mail 3: <a href="mailto:AdviceTariffManager@sce.com">AdviceTariffManager@sce.com</a></p>

(A) Holly A. Carlyle  
Jeffery A. Burgess 55995  
29 Palms Highway Yucca  
Valley, CA 92284

COMPLAINANT(S)  
Southern California Edison

Attn: Ms. Anna Valdborg  
2244 Walnut Grove Ave. Rosemead, CA 91770

(B) (U 338E) Anna.Valdborg@sce.com

Case.admin@sce.com

T 800-655-4555

DEFENDANT(S)

(Include Utility "U-Number", if known)

(for Commission use only)

(C)

Have you tried to resolve this matter informally with  
the Commission's Consumer Affairs staff?

☒ YES

☐ NO

Has staff responded to your complaint?

☒ YES

☐ NO

Did you appeal to the Consumer Affairs Manager?

☐ YES

☒ NO

Advised by PAO to file a formal Complaint.

Do you have money on deposit with the  
Commission?

☐ YES

☒ NO

Amount \$ \_\_\_\_\_

Is your service now disconnected?

☐ YES

☒ NO

### COMPLAINT

(D)

The complaint of (Provide name, address and phone number for each complainant)

Name of Complainant(s)	Address	Daytime Phone Number
Holly Carlyle	55995 29 Palms Hwy Yucca Valley CA 92284	760-702-6114
Jeffery Burgess	55995 29 Palms Hwy Yucca Valley, CA 92284	661-301-0808

respectfully shows that:

(E)

Defendant(s) (Provide name, address and phone number for each defendant)

Name of Defendant(s)	Address	Daytime Phone Number
Southern California Edison	2244 Walnut Grove Ave. Rosemead CA 91770	800-655-4555



**(F)**

Explain fully and clearly the details of your complaint. (Attach additional pages if necessary and any supporting documentation)

Southern California Edison violated General Order 95 Rule 31.1, General Order 95 rule 19, General Order 165, General Order 167, California Law PUC Code § 702, California Law PUC Code § 2106 Rule 1 of Commissioners Rules of Practice and Procedure in it's response to a fire incident involving it's service conductor igniting fire in high fire threat district tier two mapping area on 9/29/21 that occurred at 56001 29 Palms Hwy., Yucca Valley, CA 92284 and in it's reporting false information willfully to the commission which is verifiable as false by judicial notice and court records filed with the San Bernardino County Superior Court. Subsequently this report of findings was made based on the willful false reporting and falsification of records by Southern California Edison and a closure letter of the incident issued and these documents are being used to influence the outcomes of negotiations, settlements, and legal proceedings to deprive victims of their constitutional rights to due process while subverting the CPUC's enforcement of all rules, resolutions, general orders, decisions, orders, and California State Laws. Background Narrative, Details and Exhibits Attached.

**(G) Scoping Memo Information (Rule 4.2(a))**

(1) The proposed category for the Complaint is (check one):

☒ adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)

☐ ratesetting (check this box if your complaint challenges the reasonableness of a rates)

(2) Are hearings needed, (are there facts in dispute)? ☐ YES ☒ NO

(3) ☐ Regular Complaint ☒ Expedited Complaint

(4) The issues to be considered are (Example: The utility should refund the overbilled amount of \$78.00):

False information previously reported to the Commission to effectuate the findings of a fire incident report of an incident occurring on 9/29/21 in Yucca Valley, CA in a report and closure letter issued by the CPUC Safety and enforcement Branch dated March 7, 2025 Incident E20230522-01 and consideration of evidence that disproves and counters statements given to the Commission by SCE to influence the findings and a subsequently issued closure letter.

- (5) The proposed schedule for resolving the complaint within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting) is as follows:

Prehearing Conference: Approximately 30 to 40 days from the date of filing of the Complaint.

Hearing: Approximately 50 to 70 days from the date of filing of the Complaint.

Prehearing Conference (Example: 6/1/09):	
Hearing (Example: 7/1/09)	

Explain here if you propose a schedule different from the above guidelines.

**(H)**

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

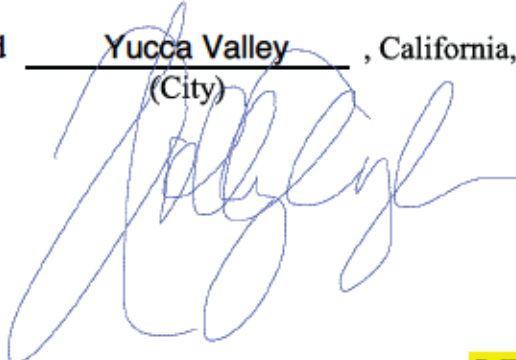
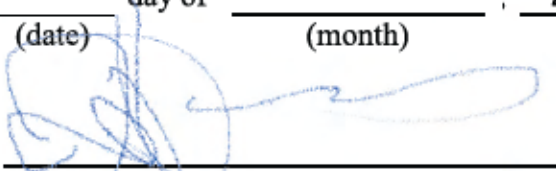
We request the Commission in light of information and evidence provided in the attached complaint institute an investigation on it's own motion of SED Incident E20230522-01 due to the discovery of deliberate false reporting of the incident, the failure of response by SCE to the incident, and request it to include a full investigation of actions and inactions which would result in different findings and enforcement by the CPUC. and we respectfully request this investigation be completed the same diligence, care and seriousness that any other reportable fire incident involving a Utility's downed service conductor igniting fire in HFTD Tier 2 area (I) would be conducted

**OPTIONAL:** I/we would like to receive the answer and other filings of the defendant(s) and information and notices from the Commission by electronic mail (e-mail). My/our e-mail address(es) is/are:

hollyacarlyle@icloud.com; Jeffburgess1965@icloud.com

25th

June

**(J)**  
Dated Yucca Valley, California, this 25th day of June, 2025  
(City) (date) (month) (year)  
  
  
Signature of each complainant

**(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)**

**(K)**

**REPRESENTATIVE'S INFORMATION:**

Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative:	
Address:	
Telephone Number:	
E-mail:	
Signature	

**VERIFICATION**  
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

**(L)**

Executed on 5/25/2025 (date) YUCCAVALLEY (City) California

  
(Complainant Signature)

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**VERIFICATION**  
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

**(M)**

Executed on \_\_\_\_\_, at \_\_\_\_\_, California  
(date) (City)

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Title

**(N) NUMBER OF COPIES NEEDED FOR FILING:**

If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one defendant, then you must submit a total of eight (8) copies (Rule 4.2(b)).

If you are filing your formal complaint electronically (visit <http://www.cpuc.ca.gov/PUC/efiling> for additional details), then you are not required to mail paper copies.

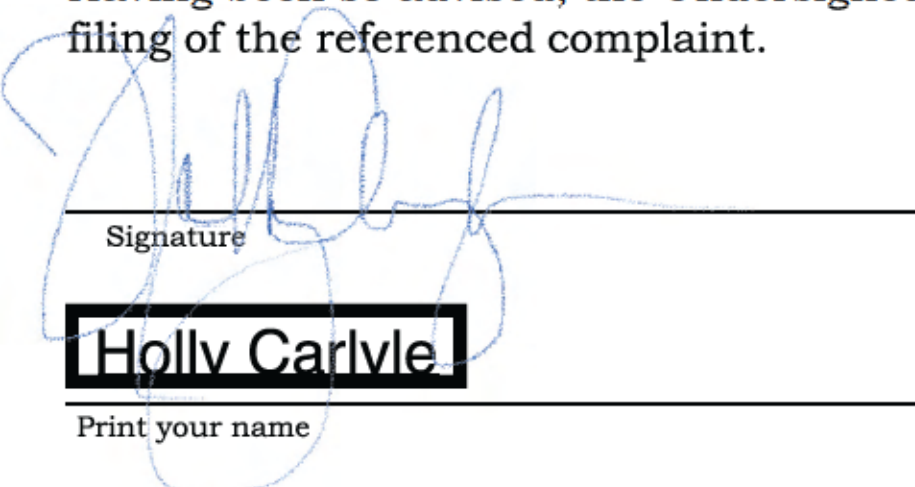
**(O)** Mail paper copies to: California Public Utilities Commission  
Attn: Docket Office

PRIVACYNOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission ("CPUC") intends to file the above-referenced Formal Complaint electronically instead of in paper form as it was submitted.

Please Note: Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the CPUC become a public record and may be posted on the CPUC's website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the facts of your case may be available on-line for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.



Signature

6/24/25

Date

Holly Carlyle

Print your name

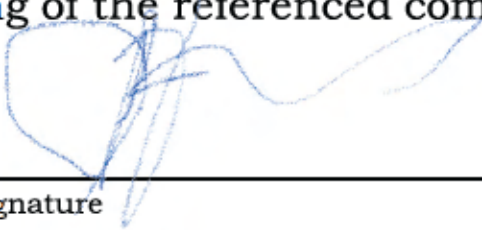


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Signature

6/24/25

Date

**Jeffery Burgess**

Print your name



# **BEFORE THE PUBLIC UTILITIES COMMISSION OF CALIFORNIA**

## **CARLYLE BURGESS VS SCE**

### **BACKGROUND**

#### **I. BACKGROUND**

On September 29, 2021, a fire occurred at our business property located at 56001 29 Palms Hwy, Yucca Valley, CA 92284, situated in a High Fire Threat District (HFTD) Tier 2 area as designated by the California Public Utilities Commission (CPUC). At approximately 11:45 AM, the San Bernardino County Fire Department (SBCFD) received multiple 911 calls reporting smoke at the rear of the property.

Witnesses reported a downed and energized service conductor owned by Southern California Edison (SCE) actively arcing and sparking fire at the back patio of the business. There were no signs of fire on the property prior to this electrical incident. Upon arrival, SBCFD firefighters encountered the downed, live conductor and immediately issued a Life Hazard Safety Alert due to the significant danger. SBCFD attempted to reach SCE starting at 11:56 AM, successfully contacting them by 12:00 PM, informing them that a live, downed service conductor was involved in an active structure fire. Per SBCFD Incident Report, SCE's failure to arrive on site prompted San Bernardino County Fire Department to contact SCE several times as a follow up to get an estimated time of arrival with no success.

AT 12:33 SCE made contact with SBCFD Fire and gave an ETA OF 10 minutes. SCE would not show up for another 40 minutes after their misleading ETA which was more than 70 minutes after first being contacted. SCE's service conductor laid energized on the patio of the building making contact with metal building components in contact with the metal fence and posts at the west property line continuing to arc and spark fire. SCE did not respond in any way to this report of their downed live service conductor in a HFTD Tier 2 area until after the fire was out except to give a false ETA leading firefighters to believe that SCE personnel were only minutes away. . During this time:

- - No power shutoff occurred on the affected circuit segment.
- No mitigation measures were enacted by SCE. At all.
- No communication was made to the public or emergency responders about utility action or safety except to to mislead firefighters that SCE was only minutes away.

As firefighters attempted to suppress the fire, they were forced to work around the energized conductor , which continued to arc against a metal fence on the western edge of the property. Video footage from a local journalist captures the arcing, as well as firefighters dousing the area with water to attempt to prevent the fires spread.

The fire spread to adjacent structures on subject property and on neighboring properties, in addition to causing catastrophic damage of our business and killing our shop cat, Biscuits, who was trapped and unable to escape due to fear and the rapidly advancing fire.

The fire was fully extinguished per SBCFD Fire Incident Report by 1:06 PM — five minutes before SCE arrived on scene to de-energize their conductor. Upon arrival, an SCE Troubleman cut

down and removed the service conductor, then left the site with the evidence, discarding it before SBCFD's fire investigator arrived later that day. This action prevented any third-party examination, forensic testing, or documentation of the service conductor, despite multiple witness accounts confirming it as the source of ignition.

SBCFD's official incident and investigation reports found no internal ignition source within the building. The general area of fire origin aligns with where the conductor made contact with metal fencing. Witness statements and video further corroborate that only one ignition point existed — on the exterior patio where the downed conductor was first seen arcing and sparking fire and where it laid live for over 70 minutes engaged in fire in our HFTD Tier 2 area. .

## **II. AFTERMATH & LEGAL MISCONDUCT**

After receiving the SBCFD incident report, we retained the law firm Engstrom, Lipscomb & Lack to represent us in a civil claim against Southern California Edison (SCE), alleging that their downed service conductor caused the fire. The complaint was filed in San Bernardino County Superior Court on January 12, 2023, and served on SCE on April 14, 2023.

- Throughout the next two years of litigation, SCE:
- Failed to provide complete or timely discovery responses.
  - Did not produce inspection records or maintenance data related to the service conductor.
  - Provided only estimated smart meter use values, claiming the meter stopped communicating at midnight on the day of the fire.
  - Offered no documentation regarding the circuit voltage or condition at the time of the incident and in fact due to its



location, we question if correct circuit information due to what appears to be both underground and overhead conductors at the distribution pole.

- Offered no inspection reports of their service conductors despite being required to inspect and maintain them more regularly and frequently in detail due to the building being located in the HFTD Tier 2 map area

Although the fire occurred on SCE's side of the meter, and despite witness reports confirming the conductor down prior to firefighter arrival, SCE's discovery responses were vague, incomplete, and largely irrelevant. They asserted no responsibility, citing a sudden outage, while ignoring that witnesses saw the conductor down and arcing — indicating power had already been lost before the smart meter began "communicating."

#### B. Failures by Our Legal Counsel

In addition to SCE's lack of transparency, our attorney, Joseph Anthony Lack, failed to:

- File motions to compel the missing discovery documents.
- Preserve or investigate critical forensic evidence.
- Keep us informed of material case decisions and procedural actions.

Instead:

- He terminated our retained electrical engineer for being unable to render an opinion based on SCE's lack of data.
- He entered a stipulation with SCE's legal team without our knowledge or consent, effectively closing discovery in January 2025.
- He presented us with a mediation brief in May 2025 that contained:

- Inaccurate timelines favorable to SCE.
- Assertions contradicted by public records and witness statements.
- Engaged in written settlement attemptSettlement negotiations (CCP § 998) that had already occurred without our knowledge or agreement with significant cost shifting making us liable for SCEs court costs should we not be able to resurrect the case that he deliberately destroyed in favor of SCE.

During the mediation itself, we were excluded from discussions. We sat in a separate conference room while our attorney conducted the Zoom mediation on our behalf, without involving us in any meaningful way. We were presented with a significantly low settlement offer and urged to accept, under the false premise that no evidence existed — evidence our attorney had failed to compel or preserve.

We rejected the offer and made it clear before leaving that we did not consent nor would we ever consent to any written proposal or agreement.

Despite this, our attorney proceeded to request a written settlement offer from the mediator after we had left our attorneys office that same afternoon, an action we believe was taken deliberately and in bad faith. We later discovered that this mediation brief relied on CPUC documents that were never disclosed to us and had been used to influence settlement outcomes through misrepresentation.

### **III. CPUC REPORTING IRREGULARITIES & DISCOVERY**

Following the mediation, we contacted the California Public Utilities Commission (CPUC) directly to determine whether a report had been made regarding our fire — since our attorney

repeatedly advised us not to file a complaint or pursue regulatory channels.

To our shock, we learned that SCE had filed an incident report with the CPUC on May 22, 2023, eight months after the fire and five weeks after they were served with our lawsuit.

SCE's report was allegedly triggered not by their legal obligation to report the incident under CPUC General Orders, but by a "subrogation" claim for \$300,000 — a misleading statement, as our actual court-filed claim was for \$3,000,000 and had been served weeks earlier.

We submitted a California Public Records Act (CPRA) Request (#25-267) on May 8, 2025, and received:

- The CPUC Safety and Enforcement Division (SED) Incident Investigation Report E20230522-01, dated March 7, 2025
- A corresponding closure letter, also dated March 7, 2025

These documents were finalized just one month after the stipulation signed by our attorney and SCE, which had closed discovery and made these documents undiscoverable in civil proceedings — a detail that we believe was not coincidental.

#### **IV. CPUC SED REPORT FINDINGS OF INACCURACIES**

Upon reviewing the SED Incident report, we discovered numerous material inaccuracies and reporting of "facts" that are verifiable as false against court and public record, including:

- Falsely reported timelines of SCE's notification and response to the incident.
- False claims about SCE's first knowledge of the claim and the type of claim. Again made to raise no red flags that something may have obligated reporting the day of the fire. A subrogation claim could be excused in a timeline if a wildfire damaged many



structures of which SCE had not direct specific knowledge. SCE knew the type and amount of the claim yet they somehow implicate attorney Joe Lack in modifying our claim decreasing it by OVER 2.7 Million. It would be useful to see the modification they assert JOE Lack presented them. It's notable to mention that in a Mediation Brief on May 6, 2025, a demand of 2.4 MILLION was made. SCE attempting to again minimize the fire and its devastation. But more notably Is the fact a modification of claim amount is being request by SED investigator. Why would this be proactively solicited ? Is this a factor that is used to determine obligation to report or perform other action subsequently triggered by a substantial fire met the criteria of a reportable incident and hence the preservation of evidence and other cascading obligations?

- Admission of SCE's removal of physical evidence (the conductor).

- Statements in the report deliberately and disturbingly false stating and contradicting official SBCFD timelines and video evidence.

Further, the report's language and structure closely mirrored some of the information of the mediation brief submitted by our attorney on May 6, 2025. This strongly suggested the report and closure was used strategically to support a civil defense — not as a genuine record of SCE's regulatory obligations or safety conduct. We were informed on our way home that indeed their were documents presented from the CPUC BEING USED TO support SCEs settlement position to be added with our attorney continuing to assert “no evidence”. In light of witness statements, video and the SBCFD Incident report. We assert there is no minimum threshold of intentional deceit with SCE's

reporting obligation that would trigger scrutiny and warrant a case reopening . The first instance of deliberate false statements Would meet verbiage in the Closure Letter that reads that the case could be reopened if necessary. .

Overwhelmed, we followed up immediately with CPUC Investigator Stacey Ocampo, who confirmed she authored the report. She was unaware of the discrepancies we had uncovered and agreed to review the issues. We also submitted a follow-up CPRA request (#25-294) to obtain the full set of exhibits listed in te original report.

## **V.. REGULATORY AND LEGAL VIOLATIONS**

Based on the facts, documents, and witness testimony presented, we believe Southern California Edison (SCE) committed multiple violations of CPUC General Orders, regulatory reporting requirements, and California state law. These include, but are not limited to:

### **A. Violation of Reporting Obligations**

General Order 167 & Final Resolution E-4184

- Requires reporting of any “reportable incident” within 2 hours if damage exceeds \$50,000 or utility facilities are involved in causing fire or property loss. This would have not allowed SCE time to alter response documents to the CPUC, or falsely report facts of fire SCE asserts on May 22, 2013 in their incident reports was likely a reportable event Using the passage of time to excuse their reporting obligations. This was a reportable event on 9/29/2021 and that fact has not changed And we assert it is not the serving a lawsuit on any date that triggers the obligation to report.

## **B. Violation of Evidence Preservation Requirements**

General Order 95, Rule 19

- SCE removed and discarded the de-energized conductor before fire investigators arrived.

## **C. Failure to Maintain Equipment in Safe Condition**

General Order 95, Rule 31.1

- The conductor was spanned 132 feet, exceeding SCE's allowed maximum span of 100 feet for service conductors. In SCEs 2023-2025 Wildfire Mitigation Plan SCE admits that overspanned conductors are an increased risk factor of ignitions as well as admissions that secondary service conductor ignitions have been increasing. In an area where extreme temperatures, high winds, low humidity, and dry conditions are the norm, and their own admissions, SCE cannot honestly in good faith assert it did not know that failures of their service conductors are a possibility. Its not just a possibility. I believe its expected By SCE. There is a reason SCE states maximum spans. The rules of installation don't exist to fill up pages in books to get ignored. We believe they exist to prevent the very thing that occurred to us.

## **D. Failure to Conduct Inspections or Maintenance of Same**

General Order 165

- No overhead detail inspections (ODI) were made as required of the service conductor as part of SCEs Distribution Inspection and Maintenance Program due to the location in the HFTD Tier 2 area between 2017 and the date of the fire, despite our full-time occupancy and control of access.

## **E. Misrepresentation to the CPUC**

Rule 1 of CPUC Rules of Practice and Procedure

- SCE made false claims in their report regarding claim dates,



conductor arrival time, and fire response and deliberately mislead the commission to minimize this incident and ultimately minimize their obligation to the CPUC and public safety .

#### **F. Failure to Comply with Commission Directives**

Public Utilities Code § 702

- SCE ignored CPUC rules and failed to report and respond as required asserted to our legal counsel who agreed in claiming CPUC SED Incident Investigations made by CPUC staff to be “superficial cursory” reviews with no further real investigation outside of viewing whatever the utility wants to report to the CPUC

#### **G. Obstruction and Misuse of CPUC Reporting**

Public Utilities Code § 2106

- The CPUC report made with deliberate false statements was used to influence civil litigation outcomes and conceal broader failures subverting CPUC authority and all obligation by SCE .

### **VI. RELIEF REQUESTED AND CONCLUSION**

We submit this formal complaint not only on behalf of ourselves — victims of a preventable and devastating fire — but in the interest of public safety, regulatory integrity, and accountability. SCE’s actions before, during, and after the September 29, 2021 fire reveal a disturbing pattern of ongoing deliberate dishonesty that appears subtle but the Impact on victims of fires started by utility owned equipment failure and downed service conductors is immeasurable. This includes a pattern of:

- Negligence in infrastructure inspection and maintenance. We assert SCE reference to any detailed overhead inspection of the service conductor on our property is a falsification of record.
- Failure to respond to an active downed live electrical

conductor in a HFTD Tier 2 map at any point as the fire ignited by its down line burned

- Removal and destruction of critical evidence
- False statements made to CPUC staff
- Improper influence over a regulatory report to aid in civil defense
- Possible constructive fraud committed by our legal counsel in lockstep with SCE

We respectfully request that the California Public Utilities Commission, upon its own motion:

1. Initiate a new investigation into the fire incident that occurred at 56001 29 Palms Hwy, Yucca Valley, CA on September 29, 2021.
2. Review all CPUC General Order violations and determine whether enforcement action or penalties are appropriate under state law.
3. Examine the integrity of the SED Incident Investigation Report E20230522-01 and whether it was influenced by materially false statements or improper communications.
4. Audit SCE's inspection records and infrastructure maintenance in the High Fire Threat District Tier 2 area of Yucca Valley, and determine whether failures extend beyond our case.
5. Require SCE to produce and preserve all relevant documents, data, and communications relating to this incident for public and Commission review.

We are not attorneys. We are not litigants seeking unjust enrichment. We are citizens who suffered the loss of our business, our future, and the life of our beloved pet due to a utility's reckless inaction and a legal system that betrayed us.

The financial, physical, and mental toll it has taken on us has been unbearable. And we ask how is a company like SCE allowed to avoid all liability to its victims- continuing to attempt to block our right to fair trial and prolong our suffering through its use of representatives of our judicial system who failed deliberately in favor of SCE to the harm and devastation of the people who trusted in it. SCE could not have done this alone. Even now, after a tenured 18 yr attorney agreed to take our case, and failed in every single aspect of basic duty in favor of SCE, it would be worth noting that SCE and Joe Lack , beyond the theatrics of sanctioning each other for failures, have left a paper trail that can be followed. SCE implicates our attorney by name in its response documents date 4/26/2025. These failures appear to raise no red flags but when added to their sum, have presented the way to usurping all CPUC authority, and declaring itself as the decider of its own liability to anyone. And using the legal system to do it. Even now, after a week of receiving an email noticing us by email that he's withdrawing is now removing calendared dates to compel discovery and yet, has not filed a motion to withdraw after giving us notice. How is an attorney allowed to continue to act on behalf of SCE unchecked with malicious intent lacking the morality or an ethical compass Maybe it is through the SED investigation system both SCE and our attorney assert are "superficial cursory reviews". How is the regulated utility not stopped in the destruction of a victims case by defrauding the only agency able to stop it. How have our constitutional rights to a fair trial been glossed over and how has the legal system become so exclusive that Attorneys are allowed turn their backs on maliciously intentionally destroyed clients to force them to await a statute of limitations to run out .



This by design. knowing no other law firm would represent us in a case that SCE and Joseph Lack deliberately killed with an intention to never be resurrected. Joseph Lack has admitted in his threats to us to settle without the CPUC involvement what our outcome will be- If we don't settle with SCE for an amount that is not in our best interest( but is coincidentally enough to pay back Mr. Lack's law firm for its contingency representation), he's going to file a motion withdraw, removing all or any motions or calendared court dates and SCE will move to dismiss knowing we won't be able to find representation. .

In light of the continuing devastation SCE is inflicting here in a system SCE intimately knows and uses to its advantage against people seeking recourse We are respectfully asking the Commission to institute an order on its own motion in transparency, accountability and manifest justice after being defrauded of a constitutional right to a fair trial. The extreme harm and prejudice SCEs actions conjunct actions by an attorney who- not so coincidentally- after 18 years of "fighting" SCE, inexplicably began advocating for SCE while failing his client

The system failed us. It defrauded us. We are respectfully asking to be considered in light of new and relevant information that likely could affect findings of the incident report and enforcement actions as a result in the name of public safety and regulatory integrity.

## **EVIDENCE AND STATEMENT**

1. Please find attached CPUC SED Incident Report E20230522-01 and closure letter for same both issued on the same date March 7, 2025 received per a California Public Records Act Request made on May 8th, received on May 16, 2025, Please find list of referenced exhibits in the following statements of fact

This report indicates that SCE reported the following to CPUC SED as statement of fact from which to make findings of the incident. False statements of fact include but are not limited to the following:

**1. On May 22, 2023, that SCE received a subrogation claim for \$300,000**

- A. **This is false.** A complaint filed against SCE for \$3,000,000 on 1/12/23 in the San Bernardino County Superior Court was served on SCE on 4/14/23 in person in addition to service by mail 4/17/23. SCE was aware of this claim 5 weeks prior to reporting to the CPUC that it first received a claim implying SCE had no knowledge of a Claim. SCE communicated with our attorney shortly after 4/14/23 to schedule a site "investigation" on May 11, 2023. SCE personnel were onsite on May 11, 2023 and still photos and video were taken of Aaron Lopez and other SCE staff on that day which was 11 days prior to SCE's report that it received a claim on a claim on 5/22/23 or "recently" misleading the CPUC to believe the incident was reported promptly. However this incident met the criteria of G.O 167, Final Resolution E4184 We assert the passage of time does not excuse a failure to report an incident SCE admits is a reportable incident. Facts have not changed regarding it being a reportable incident on 9/29/21

- **Exhibit A** San Bernardino County Superior Court Filing 1/12/23 CIVSB2302343 CARLYLE vs SCE for \$3,000,000
- **Exhibit B** Proof of Service of Complaint on SCE on 4/14/23 filed with the San Bernardino County Superior Court 5/2/23 Case CIVSB2302343

CARLYLE BURGESS  
Vs SCE CPUC COMPLAINT

- **Exhibit C** -Please see attached email from attorney Joe Lack confirming SCE's site visit to "investigate" the fire a year and half after the incident and 11 days prior to the date SCE states they were first made aware of a claim. We assert attorney Joe Lack implicated in coordinating efforts with SCE to deliberate deceive the Commission in SCEs with verbiage implying that SCE promptly reported the incidence they received it.
- **Exhibit D** - Please see attached digital still photos and video with metadata confirming SCE's attempt to "investigate" the fire on May 11, 2023. 11 days prior to the date SCE states they received a claim "recently" in the incident report and were first made aware of the claim. Aaron Lopez, SCE Lead Claims Investigator was onsite on May 11, 2023. Even in the face of an admission they were onsite May 11, 2023 to investigate a claim they had not yet received, No cross checking or questioning was done. As shown Aaron Lopez in video and as listed as "witness" to SED Incident Investigation claim that was received 5 weeks earlier and informed their claims investigation staff to contact our attorney within days of being served to coordinate site investigations.. We assert 5 weeks being enough time to manipulate documents and reports as has been done here with the reporting to CPUC SED staff for the incident.

## **2. SED Incident Investigations reports that SCE states an electrical malfunction caused the ignition of the fire onsite.**

- A. This is false statement in light SCE conducted no causation investigation per Letter to Commission of Response to Requests for Information dated 4/26/2024. SBCFD Incident Investigation Report does not report a point of ignition within the building itself. SCE admits in SED Incident reporting that it took the evidence of the asserted causation from the site and discarded before the arrival of the SBCFD fire investigator later in the afternoon on the day of the fire. SBCFD Investigator was unable to inspect SCE downed service conductor that was witnessed as ignition of the fire. SCE making any statement regarding this unless provided with full representation of fact a deliberate false statement. SCE states it did not causation investigation . SCE omits witness statements along with is San Bernardino County Fire Department Incident Report I092921-56079 page 11 NFIRS Item (19) at 11:54:56 state that first arriving fire department firefighter report finding SCE



Service Conductors serving the property being down and sparking the only fires ignited that day on the property. Also reporting a Life Hazard Safety Alert broadcast to alert all arriving firefighters of the downed live. Video taken by journalist of west property fence and posts arcing as firefighters continued to attempt to prevent fire spread. Still photos attached and full video is available. This arcing occurring at post closest to area SBCFD states as area of building that became involved in fire first. Overhead google earth layout marked to show locations attached.

- **Exhibit E** Please see attached San Bernardino County Fire Incident Report I092921-56079 which notes this in the narrative page 11 .
- **Exhibit F** : Please see attached Hi Desert Star Video Stills Showing arcing at metal fencing at west property line. Full video available.

**3. CPUC. SED Incident Reports contradict San Bernardino County Fire Department Incident Report I092921-56079 Timeline per page 11 NFIRS 1S Supplemental Fire Clock, and dispatch.**

- A. SCE states it was contacted by SBCFD at 12:06hrs of a downed conductor involved in fire. This is false. Per SBCFD Incident Report , SCE contact was initiated at 1156hrs upon the discovery of a downed service conductor and contact made at 1200hrs. SCE was informed of downed live secondary service conductor sparking and engaged in fire at address situated in the HFTD Tier 2 mapping area.
- **Exhibit E** - Please see Incident Report I092921-56079, page 11 NFIRS Official timeline Item (22) 12:00:31pm.
  - Notwithstanding the time of contact, SCE did not enact any safety measures to respond to its down live service conductors that ignited this fire after being notified by San Bernardino County Fire Department notified SCE that their conductor was downed and involved in fire in a HFTD Tier 2 Mapping area. This fire was a multiple alarm fire , Cal Fire was called to assist and Hwy 62, the only road in and out of the Morongo Basin was closed during the duration of this fire being fought. The downed energized service conductor presented imminent danger to the public . After being notified at 12;00 noon by SBFD to report and

request first responders to de-energize, no response was made expect to imply that SCE first responders were on the way to the site. In an emergency situation where a down energized service conductor is engaged in a fire in a HFTD Tier 2 Mapping area should have met the threshold of a shutoff to the associated in a fire in a HFTD Tier 2 Mapping area should have met the threshold of a shutoff to the associated circuit segment in response to the fire to mitigate the risk of the fires spread and the imminent danger this presents to public safety, life and property. This live conductor laid live on the ground still arcing and sparking to conductive components in the area attached to the metal fence on the west property line. SBCFD was not able to attack the fire as they would have without an energized conductor engaged in active fire . SCE did not arrive on site until 70 minutes after they were notified.

- **Exhibit E** Please see SBCF Incident Report I092921-56079, page 11 NFIRS Official timeline Item (34) 12:28pm where Edison still does not have an ETA. and Item (37) where Edison calls to tell them at ETA of 10 minutes at 12:33pm and Item (42) where Edison finally shows up on site at 13:11pm after the fire clock was stopped and the fire was out. Edison did not respond to a report of a downed service conductor engaged in fire for over 70 minutes. SBCFD was forced to call Edison to follow up twice. SCE allowed a downed live service conductor to remain energized for 70 minutes on the ground on the patio of a property located in the HFTD Tier 2 mapping while firefighters were risking their lives attempting to fight a fire around SCE's down conductor. Our structure was not able to be saved. SCE failed to act in a way that would have mitigated the spread of this fire, the damages to neighboring structures, the risk of human life and the loss of animal life - the death of our beloved cat, Biscuits. SCE's only response during this emergency was to mislead the first responders and those risking their lives fighting the fire of about SCE's ETA .

**4. SCE states that first responders arrived at 12:15 to de-energize the down service conductor.**

**A. This is false.**

- **Exhibit E** Please see SBCFD Incident Report I092921-56079, page 11 NFIRS Official timeline Item (42), SCEs arrival on site was 13:11hr. After the fire was out



and the extent of damage viewable from the area where the service conductor laid and from where it was taken by SCE trouble man.

- Per SED incident Report dated March 7, 2025, SCE de-energized the line, and left the site taking the conductor and discarding it before SBCFD and other third parties could look at it, inspect it, investigate or forensically test it. SCE took physical evidence from the site after a reportable incident it knew the conductor was involved in. And witness statements report no personnel from SCE, or trucks on the pole after SCE personnel left the site that night and no return of any SCE representative to the site until May 11, 2023 to investigate any Fire or do any inspection. Again, SCE admits to this fact in incident SED Incident report dated May 7, 2025. Per Exhibit E- Please San Bernardino County Fire Department Incident Investigation I092921-56079, Page 11, NFIRS, S1 Supplemental for official timeline. Notably, the CPUC SED report is noted as an attachment of "evidence" to the investigation report itself. And it contradicts all reported timelines by SCE for this incident. SCE deliberately misrepresented and omitted relevant facts to this fire

**5. The CPUC SED report states that it inspected SCE's inspection reports for our property. They found no outstanding notifications.**

- A. Our occupancy of the property in question was from August 2017 to and beyond the date of the fire. SCEs service conductors spanned approximately over 130ft from transformer to building Service mast. The facilities required access to inspect and from 2017 to the date of the fire, we had sole and exclusive control of access and keys to our property. At NO TIME during our occupancy did any SCE representative call us or anyone else to coordinate access for any inspection and at no time did any SCE employee or representatives come into our store during open hours to request access to any part of our property. At no time when we occupied this property was SCE present on our site to perform any overhead detailed inspection required by their Distribution and Inspection Manual (DIMP) and by CPUC general Order. We operated our business onsite 7 days a week and specifically , we have sales records for any and all days to attest for our presence onsite. Had SCE made any request of us, we would have gladly accommodated any request that involved a safety inspection of equipment. And just as they've done in



their deliberate false reporting of basic facts to the CPUC per the incident report, we, assert that ANY reference by SCE of the completion of an overhead detail inspection of their service conductor serving our property between 2017 and 9/29/21 is a falsification of record. Without providing access, it would be impossible.

- **Exhibit F-1** GOOGLE Earth Overhead site layout showing fence, span, and trees at poles on 6/12/21
- **Exhibit F-2** Please see sales records from POS and Cash Records from the date reported as their last inspection completed prior to our fire - 6/4/2021. SCE did not perform any overhead detail inspections as would be required in a frequency that would be required for a building and SCE conductors that are located in a HFTD Tier 2 Mapping area. We were present on site and any inspection would have been not possible without us giving access.
- **Exhibit F-3** Please see photographs showing the only photo of the pole and transformer at the time of the incident taken at 1:57pm by SBCFD and made part of the SBCFD Incident Report I092921 of the incident taken at 1:57pm by SBCFD and made part of the SBCFD Incident Report I092921- 56079. This shows the condition and involvement of the tree growing up pole 1801326E on the day of the fire at the time of the fire. The failed service conductor was spanned through and in contact with significant growth of a tree as was the distribution circuits and transformer on that day in a HFTD Tier 2 mapping area.
- **Exhibit G** Please see the attached photos of Distribution pole 1801326E which served our property in it's current condition taken a week ago. There are significant structural cracking up the length of the pole notably within inches of the transformer bolt attachments to the pole. The growth at the base of the pole appears to have begun notching the pole in attempting to grow thru the pole. All these unsafe conditions are visible from the ground are not the result of months of growth, these are the results of years of growth. And the transformer bolt appears compromised by cracking that has existed indefinitely. It appears as though the transformer bolt might detach as it is within 2 inches of the crack. With these safety issues, obvious hazards and deficiencies, it leads us to believe that patrol inspections done properly would have caught these conditions and these conditions would not have been left like this in a HFTD

CARLYLE BURGESS

Vs SCE CPUC COMPLAINT

Tier 2 mapping area where conditions are always dry, with low humidity, high wind and extreme temperatures. We assert no patrol inspections have been made in our area specifically for this pole that served the property in question and others.

- **Exhibit H** Please see attached photographs of Distribution pole 4878062E showing SCE service conductors tangled in trees the length of the span to the building. We contend that SCE has significant failures in its inspection and maintenance program and these current conditions of poles attest to that.

B. Per attached photos of Distribution pole 4878062E which is located in the same alley as the pole that served the property in question. This property is located next door to the property incident to the West. While there are structural cracks at the pole, what's notable is that the overhead secondary service conductors serving the property called "Star Tile" are actually spanned through and tangled in trees. These are trees that have been there for years. This isn't the result of a year's growth. This is an existing tree with tangled service conductors through it. This condition is viewable from the ground. And this condition exists in a HFTD Tier 2 mapping area. We contend that it is obvious that SCE has been failing in its inspection requirements putting the entire community that sits predominately in HFTD mapping at risk. These are visible and bold failures and we contend that it is relevant in relation to the falsification of inspection records that these may be falsified as well. And that it may be to cover SCE's failure of inspections and maintenance that extends beyond the property in question but to an entire area located in the HFTD Tier 2 area

C. SCE failed to produce the detail inspection reports during discovery along with our Voltage and meter data on the day of the fire stating there is only estimated values available. SCE discarded the secondary service conductor, failed to produce relevant meter data or voltage data to form an expert opinion and failed to produce relevant inspection detail reports for their required ODI (Overhead Detail Inspections). We assert any information related to inspection, maintenance, usage and voltage provided by SCE to effectuate the findings in the SED Incident Investigation report should be looked at for

BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
REPONSE DOCUMENT CPUC CORA REQUEST  
25-267  
CPUC Letter DATED MAY 16, 2025  
SED ESRB INCIDENT INVESTIGATION E2023522-01 DATED March 7, 2025  
CLOSURE LETTER DATED MARCH 7, 2025



## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



May 16, 2025

**VIA ELECTRONIC MAIL**

Holly Carlyle  
Desert Curios  
55993-55995 29 Palms Hwy  
Yucca Valley, California 92284  
[hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com)

**Re: Public Records Act Request regarding a copy of  
The fire safety incident report regarding a 9/9/21 fire  
incident at 56001 29 Palms Hwy, Yucca Valley, CA  
CPUC Reference No.: PRA #25-267**

Dear Ms. Carlyle,

On May 8, 2025, you asked the California Public Utilities Commission (Commission) to provide you a copy of the following:

COPY of fire safety incident report regarding a 9/29/21 fire incident that involved SCE equipment and failed downed overhead power lines at 56001 29 Palms Hwy , Yucca Valley CA caused by overhead service conductor and resulting in estimated damages of over \$900,000, the closure of HWY 62, in both directions and involvement of Cal Fire to assist . The building in question is located in the CPUC HFTD Tier 2. Southern California Edison which submitted something two years after the event in or around March of 2023 after being served with a suit/ complaint over the incident in 2023. I would like a copy of the report and any submitted exhibits. I would also like any CPUC documents relating to the incident or its investigation that are available. I am the business owner who suffered catastrophic losses from the failure of the line annd the subsequent fire that resulted and need to get copies ASAP.

**Response**

Please find the requested documents attached. However, I am not providing you with any record or portions thereof that are exempt from disclosure according to any of the following privileges or exemptions: personal privacy exemption (Cal. Gov. Code Sec. 7927.400), and the California

Constitutional right to privacy (Cal. Const., art. I, sec. 1) as disclosure would constitute an unwarranted invasion of personal privacy.

Please refer to **PRA #25-267** in your communications with the Commission regarding the above-referenced matter.

Sincerely,

/s/ REBECCA RUFF

Rebecca Ruff  
Staff Counsel

# **Cpuc4748!CALIFORNIA PUBLIC UTILITIES COMMISSION**

## **Safety and Enforcement Division Electric Safety and Reliability Branch**

### **Incident Investigation Report**

**Report Date:** March 7, 2025

**Investigator:** Stacey Ocampo

**Incident Number:** E20230522-01

**Utility:** Southern California Edison (SCE)

**Date and Time of the Incident:** 9/29/2021, 11:30 AM

**Location of the Incident:** 56001 Twentynine Palms Highway  
Yucca Valley  
San Bernardino County

#### **Summary of Incident:**

On Wednesday, September 29, 2021 at approximately 11:44 a.m., the San Bernardino County Fire Department (SBCFD) received a report of a fire located at 56001 Twentynine Palms Highway in the city of Yucca Valley. On May 22, 2023, SCE received a subrogation claim totaling approximately \$300,000 on behalf of the tenants due to an electrical malfunction located at the incident site, which caused the ignition of the fire. My investigation did not reveal any General Order violations.

**Fatality / Injury:** None reported.

**Property Damage:** Property damage approximately \$300, 000

**Utility Facilities involved:** Kickapoo Trail, 12 kV Circuit

#### **Witnesses:**

<i>Name</i>	<i>Title</i>	<i>Phone</i>
1. Stacey Ocampo	CPUC Investigator	(213) 266-4712
2. Aaron Lopez	SCE Senior Advisor	██████████
3. Bernice Cordero	SCE Senior Manager	██████████



**Evidence:**

<i>Source</i>	<i>Description</i>
1. SCE	Initial Utility Report
2. SCE	Final Utility Report
3. SCE	Photographs
4. SCE	Data Request Response
5. SCE	Inspection Records
6. SBCFD	San Bernardino County Fire Department (SBCFD) Incident Report
7. SBCFD	San Bernardino County Fire Department (SBCFD) Investigation Report

**Observations and Findings:**

On the same day, Wednesday, September 29, 2021 at 12:06 p.m., SCE was notified by the SBCFD of a structure fire for a downed wire. SCE troubleman, Joshua McGee, responded to the incident location at 56001 Twentynine Palms Highway at 12:15 p.m. and observed a damaged overhead secondary conductor supported by Pole No. 1801326E. SCE de-energized and discarded the damaged overhead service.

In a letter dated April 26, 2024, SCE did not retain any physical items from the scene. The incident caused a power outage affecting 1 customer located at the incident location, 56001 Twentynine Palms Highway. SCE facilities remain de-energized at the incident location.

SED staff reviewed SCE's inspection record and made inquiries to SCE in response to the incident. According to SCE records, the last annual grid patrol inspection prior to the incident was completed on March 9, 2021 and the last overhead detailed inspection prior to the incident was completed on June 4, 2021. There was no outstanding notifications.

According to the SBCFD report, a specific origin of the fire could not be located due to extensive fire damage and the cause of the fire was undetermined.

**Preliminary Statement of Pertinent General Order, Public Utilities Code****Requirements, and/or Federal Requirements:**

<i>General Order/Code</i>	<i>GO Rule/Section</i>
1. GO 95	31.1

**Conclusion:**

My investigation did not reveal any General Order 95 violations.

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



March 7, 2025

E20230522-01

Mel Stark  
Principal Manager, T&D Compliance Integration  
Southern California Edison  
1 Innovation Way  
Pomona, California 91768

SUBJECT: Closure Letter – Incident No. E20230522-01 & SCE Claim No. 202303606

Mr. Stark:

The Safety and Enforcement Division (SED) of the California Public Utilities Commission reviewed Southern California Edison's (SCE) actions as part of its investigation of incident No. E20230522-01 that occurred at 56001 Twentynine Palms Highway in Yucca Valley, California, on September 29, 2021, and reported to us on May 22, 2023. SED considered all information provided to SED by SCE and any third-party reports relating to the incident.

This letter serves as notification that SED's investigation of the subject incident is closed; however, SED may re-open the investigation when deemed necessary.

Thank you for your cooperation in this investigation. If you have any questions, please contact Stacey Ocampo, at (213) 266-4712 or by email at [Stacey.ocampo@cpuc.ca.gov](mailto:Stacey.ocampo@cpuc.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads "Fadi Daye".

Fadi Daye, P.E.  
Program and Project Supervisor  
Electric Safety and Reliability Branch  
Safety and Enforcement Division  
California Public Utilities Commission

Cc: Lee Palmer, Director, Safety and Enforcement Division, CPUC  
Majed Ibrahim, Senior Utilities Engineer, Supervisor, ESRB, CPUC  
Stacey Ocampo, Utilities Engineer, Electric Safety and Reliability Branch

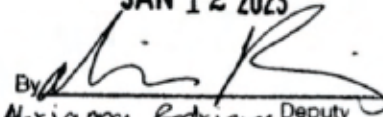
BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT A



F

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

WALTER J. LACK, ESQ. (SBN 57550)  
JOSEPH A. LACK, ESQ. (SBN 249745)  
CHRISTOPHER A. KANNE, ESQ. (SBN 289531)  
**ENGSTROM, LIPSCOMB & LACK**  
10100 SANTA MONICA BLVD., SUITE 1200  
LOS ANGELES, CA 90067-4113  
TELEPHONE: (310) 552-3800  
FACSIMILE: (310) 552-9434

JAN 12 2023  
By   
Marianna Rodriguez Deputy

Attorney for Plaintiffs

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**COUNTY OF SAN BERNADINO**

HOLLY CARLYLE, individually and dba  
DESERT CURIOS; and  
JEFF BURGESS, individually and dba DESERT  
CURIOS,

Plaintiffs,

vs.

SOUTHERN CALIFORNIA EDISON  
COMPANY, a California Corporation; and DOES  
1 through 20, inclusive,

Defendants.

CASE NO. **CIV SB 2302343**

**COMPLAINT FOR DAMAGES:**

1. INVERSE CONDEMNATION;
2. NEGLIGENCE;
3. TRESPASS;
4. NUISANCE.

**UNLIMITED CIVIL CASE**  
**JURY TRIAL DEMANDED**

COME NOW Plaintiffs, HOLLY CARLYLE and JEFF BURGESS, individuals, and dba  
DESERT CURIOS, who complain of Defendants SOUTHERN CALIFORNIA EDISON  
COMPANY, a California Corporation; and DOES 1 through 20, inclusive as follows:

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1 relevant, Defendants, and each of them, including DOES 1 through 20, inclusive, and each of them,  
2 were the agents, servants, employees, alter egos, successors-in-interest and/or joint ventures of their  
3 codefendants, and were, as such, acting within the course, scope and authority of said agency,  
4 employment, alter ego, successor-in-interest and/or venture, and that each and every Defendant, as  
5 aforesaid, when acting as a principal, was negligent in the selection and hiring of each and every  
6 other Defendant as an agent, employee, alter ego, successor-in-interest and/or joint-venturer.

7         6. Plaintiffs are informed and believe, and thereupon allege, that each of the  
8 Defendants designated herein as a DOE was negligent and liable for the same conduct as the  
9 remaining Defendant, and is responsible in some manner for the events and happenings herein  
10 referred to, and that their negligence proximately caused the injuries and damages sustained by  
11 Plaintiffs as herein alleged, either through such Defendant's own negligent conduct or through the  
12 conduct of their agents, servants, and/or employees, or due to their ownership, control, rental, use,  
13 sale, design, maintenance, repair, construction, manufacture, and/or lease of the property or  
14 instrumentality by which Plaintiffs' injuries/damages were caused, or in some other manner.

15         7. At all times mentioned in this Complaint, Defendants SCE and DOES 1 through 20,  
16 commonly owned, occupied, and/or controlled the electrical line infrastructure feeding into the  
17 building warehouse located at 56001 29 Palms Hwy, Yucca Valley, CA 92284, within the County  
18 of San Bernadino, in the State of California. Defendants SCE and DOES 1 through 20 are referred  
19 to collectively as "Defendants" unless otherwise noted.

#### 20 21 JURISDICTION AND VENUE

22         8. Defendants, and each of them, are subject to the jurisdiction of this Court by virtue  
23 of their business dealings and transactions in California, by having caused injuries through their  
24 acts and omissions throughout the state of California. This Court has subject matter jurisdiction  
25 over all causes of action asserted herein pursuant to Article VI, §10 of the California Constitution.

26         9. Damages suffered by Plaintiffs exceed this Court's jurisdictional minimum.

27         10. Each Defendant has sufficient minimum contacts within California to make the  
28 exercise of jurisdiction over each Defendant by California courts consistent with traditional notions



1 of fair play and substantial justice and are thus subject to personal jurisdiction in California state  
2 courts.

3 11. Venue is proper because the acts and omissions and otherwise wrongful conduct  
4 which are the subject of this Complaint occurred within the County of San Bernadino, State of  
5 California, and Defendants' property is located in the County of San Bernadino, State of California.  
6

7 **FACTUAL ALLEGATIONS**

8 12. On or about September 29, 2021 at approximately 11:30am, an electrical  
9 malfunction occurred on Plaintiffs' business premises, igniting a fire that immediately spread to  
10 their warehouse.

11 13. At least one witness and/or neighbor contacted 911 at approximately 11:44am to  
12 report the structure fire. Soon thereafter, either that same individual or another rushed into the  
13 building to tell everyone a fire had ignited in the building and to immediately evacuate.

14 14. Upon this notification, customers immediately fled the building. Plaintiff Jeff  
15 Burgess briefly stayed behind frantically searching for his pet cat, Biscuits, before evacuating  
16 himself.

17 15. Flames quickly consumed the warehouse and destroyed most all of Plaintiffs'  
18 business inventory.

19 16. Plaintiff Jeff Burgess suffered minor smoke inhalation in his frantic attempt to find  
20 Biscuits but to no avail. Everyone else escaped with no physical harm.

21 17. The fire department arrived at approximately 11:50am to extinguish the flames and  
22 announced "all clear" by 2pm.

23 18. Soon thereafter, Plaintiffs realized Biscuits did not escape the building and had died  
24 in the fire.

25 19. Investigation of the fire confirmed its general origin along the rear of the building  
26 where Defendant's powerlines existed, that it was not human-caused, and that the likely-yet-  
27 unconfirmed cause was due to an electrical malfunction.

28 20. As a result of SCE's faulty maintenance and operation of its power lines feeding into

1 Plaintiffs' business, Plaintiffs have suffered both economic and non-economic damages, and hereby  
2 seek compensatory relief from Defendants in excess of \$3,000,000.

3 **FIRST CAUSE OF ACTION**

4 **(Inverse Condemnation)**

5 21. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
6 contained above as though the same were set forth herein in full.

7 22. Defendants' operation of its electrical equipment, lines, and infrastructure were a  
8 substantial cause of Plaintiffs' damages, are a public improvement for a public use, and constitute  
9 an "Electrical Plant" pursuant to California Public Utilities Code §217.

10 23. Defendants' facilities, wires, lines, equipment, infrastructure and other public  
11 improvements, as deliberately designed and constructed, present an inherent danger and risk of fire  
12 to private property. In acting in furtherance of the public objective of supplying electricity,  
13 Defendants took and did take on or about September 29, 2021, a known, calculated risk that private  
14 property would be damaged and destroyed by fire.

15 24. On or about September 29, 2021, the inherent risk of fire became a reality, which  
16 directly and legally resulted in the taking of Plaintiffs' private property.

17 25. The conduct as described herein was a substantial factor in causing damage to a  
18 property interest protected by Article I, Section 19, of the California Constitution, which entitles  
19 Plaintiffs to just compensation according to proof at trial for all damages incurred.

20 26. That further, under and pursuant to California Code of Civil Procedure §1036,  
21 Plaintiffs are entitled to recover all litigation costs and expense with regard to the compensation of  
22 damage to properties, including attorney's fees, expert fees, consulting fees and litigation costs.

23  
24 **SECOND CAUSE OF ACTION**

25 **(Negligence)**

26 27. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
27 contained above as though the same were set forth herein in full.

28 28. Defendants have a non-delegable duty to apply a level of care commensurate with



1 and proportionate to the danger of designing, engineering, constructing, operating and maintaining  
2 electrical transmission and distribution systems.

3 29. Defendants have a non-delegable duty of vigilant oversight in the maintenance, use,  
4 operation, repair and inspection appropriate to the changing conditions and circumstances of their  
5 electrical transmission and distribution systems.

6 30. Defendants, and each of them, knew or should have known that the activities of  
7 DOE Defendants, and/or other parties, involved a risk that was peculiar to the operation of  
8 Defendants' business that was foreseeable and arose from the nature and/or location of the work.  
9 Notwithstanding the above, Defendants, and each of them, failed to take reasonable precautions to  
10 protect adjoining property owners against the foreseeable risk of harm created by their activities.

11 31. Defendants, and each of them, have special knowledge and expertise far above that  
12 of a layperson that they were required to apply to the design, engineering, construction, use,  
13 operation, inspection, repair and maintenance of electrical lines, infrastructure, and equipment in  
14 order to assure safety under all the local conditions in their service area, including but not limited  
15 to, those conditions identified herein.

16 32. The negligence of Defendants was a substantial factor in causing Plaintiffs'  
17 damages.

18 33. Defendants negligently breached those duties by, among other things:

- 19 a. Failing to conduct reasonably prompt, proper and frequent inspections of the  
20 electrical transmission lines, wires and associated equipment;
- 21 b. Failing to design, construct, operate and maintain high voltage transmission  
22 and distribution lines and equipment to withstand foreseeable conditions to  
23 avoid igniting fires;
- 24 c. Failing to install the equipment necessary, and/or to inspect and repair the  
25 equipment installed, to prevent electrical transmission and distribution lines  
26 from improperly sagging, operating or making contact with other metal wires  
27 placed on its poles and igniting fires;
- 28 d. Failing to keep equipment in a safe condition at all times to prevent fires;



1 **FOURTH CAUSE OF ACTION**

2 **(Nuisance)**

3 41. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
4 contained above as though the same were set forth herein in full.

5 42. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act  
6 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' property, causing  
7 Plaintiffs to suffer unreasonable harm and substantial actual damages constituting a nuisance,  
8 pursuant to California Civil Code §3479.

9 43. As a direct and proximate result of the conduct of Defendants, Plaintiffs sustained  
10 loss and damage including, but not limited to, damage to property, loss of chattel, business  
11 interruption, loss of business profits, loss of income, and emotional distress, the amount of which  
12 will be proven at trial.

13  
14 **PRAYER FOR RELIEF**

15 Plaintiffs seek the following damages in an amount according to proof at the time of trial:

16 **For Inverse Condemnation**

- 17 (1) Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal  
18 and/or real property;
- 19 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiff's real and/or personal  
20 property;
- 21 (3) Loss of wages, earning capacity and/or business profits and/or any related  
22 displacement expenses;
- 23 (4) All costs of suit, including attorneys' fees, expert fees, and related costs;
- 24 (5) Any and all relief, compensation, or measure of damages available to Plaintiff by  
25 law based on the injuries and damages suffered by Plaintiff;
- 26 (6) Prejudgment interest from September 29, 2021, according to proof; and
- 27 (7) For such other and further relief as the Court shall deem proper, all according to  
28 proof.

1 Plaintiffs' business, Plaintiffs have suffered both economic and non-economic damages, and hereby  
2 seek compensatory relief from Defendants in excess of \$3,000,000.

3 **FIRST CAUSE OF ACTION**

4 **(Inverse Condemnation)**

5 21. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
6 contained above as though the same were set forth herein in full.

7 22. Defendants' operation of its electrical equipment, lines, and infrastructure were a  
8 substantial cause of Plaintiffs' damages, are a public improvement for a public use, and constitute  
9 an "Electrical Plant" pursuant to California Public Utilities Code §217.

10 23. Defendants' facilities, wires, lines, equipment, infrastructure and other public  
11 improvements, as deliberately designed and constructed, present an inherent danger and risk of fire  
12 to private property. In acting in furtherance of the public objective of supplying electricity,  
13 Defendants took and did take on or about September 29, 2021, a known, calculated risk that private  
14 property would be damaged and destroyed by fire.

15 24. On or about September 29, 2021, the inherent risk of fire became a reality, which  
16 directly and legally resulted in the taking of Plaintiffs' private property.

17 25. The conduct as described herein was a substantial factor in causing damage to a  
18 property interest protected by Article I, Section 19, of the California Constitution, which entitles  
19 Plaintiffs to just compensation according to proof at trial for all damages incurred.

20 26. That further, under and pursuant to California Code of Civil Procedure §1036,  
21 Plaintiffs are entitled to recover all litigation costs and expense with regard to the compensation of  
22 damage to properties, including attorney's fees, expert fees, consulting fees and litigation costs.

23  
24 **SECOND CAUSE OF ACTION**

25 **(Negligence)**

26 27. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
27 contained above as though the same were set forth herein in full.

28 28. Defendants have a non-delegable duty to apply a level of care commensurate with



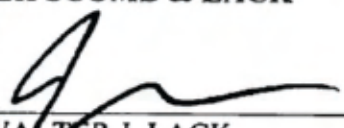
**For Negligence, Trespass, and Nuisance**

- (1) General and/or special damages for all damages to property according to proof;
- (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiff's real and/or personal property;
- (3) Loss of wages, earning capacity, goodwill, and/or business profits or proceeds and/or any related displacement expenses;
- (4) Evacuation expenses and alternate living expenses;
- (5) Past and future incidental expenses;
- (6) General damages for emotional distress, fear, annoyance, disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of property;
- (7) Attorneys' fees, expert fees, consultant fees and litigation costs and expense, as allowed under California Code of Civil Procedure §1021.9 and/or any other statute;
- (8) Costs of suit;
- (9) Prejudgment interest; and
- (10) Any and all other and further such relief as the Court shall deem proper, all according to proof.

Dated: January 11, 2023

**ENGSTROM, LIPSCOMB & LACK**

By

  
WALTER J. LACK  
JOSEPH A. LACK  
CHRISTOPHER A. KANNE  
**Attorneys for Plaintiffs**

///

///

///



**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand, as a matter of right, trial by jury in this case on all causes of action.

Dated: January 11, 2023

**ENGSTROM, LUSCOMB & LACK**

By: 

WALTER J. LACK  
JOSEPH A. LACK  
CHRISTOPHER A. KANNE  
**Attorneys for Plaintiffs**

BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT B

INGRAM, LIPSON & LACK  
10100 Santa Monica Blvd. 12th Floor Los Angeles, CA 90067

TELEPHONE NO.: (310) 552-3800 | FAX NO. (310) 552-9434

E-MAIL ADDRESS: [jack@ellaw.com](mailto:jack@ellaw.com)

ATTORNEY FOR (Name): Plaintiff: Holly Carlyle, individually and dba Desert Curios; and Jeff Burgess, individually and dba Desert Cur

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

MAY 02 2023

San Bernardino County Superior Court - Main Civil Courthouse

STREET ADDRESS: 247 West Third Street

MAILING ADDRESS:

CITY AND ZIP CODE: San Bernardino, CA 92401

BRANCH NAME: San Bernardino - Main Civil

BY: Jasmine Bolanos  
Jasmine Bolanos, Deputy

PLAINTIFF: Holly Carlyle, individually and dba Desert Curios; and Jeff Burgess,  
DEFENDANT: individually and dba Desert Curios,  
Southern California Edison Company, a California Corporation; and Does  
1 through 20, inclusive,

CASE NUMBER:

CIVSB2302343

PROOF OF SERVICE OF SUMMONS

Ref. No. or File No.:

38/6288 Carlyle

At the time of service I was at least 18 years of age and not a party to this action.

I served copies of:

FILED BY FAX

- a. ☒ Summons  
b. ☒ Complaint  
c. ☐ Alternative Dispute Resolution (ADR) package  
d. ☒ Civil Case Cover Sheet  
e. ☐ Cross-complaint  
f. ☒ other (specify documents): Certificate of Assignment; Notice of Trial Setting Conference and Notice of Case Assignment

a. Party served (specify name of party as shown on documents served):

Southern California Edison Company, a California Corporation

- b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):

Cristina Limon - Registered Agent for Service of Process

Address where the party was served: 2244 Walnut Grove Ave  
Rosemead, CA 91770-3714

I served the party (check proper box)

- a. ☐ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):

- b. ☒ by substituted service. On (date): 4/14/2023 at (time): 3:45 PM I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):

Angel Feleclano - Security Guard, Agent in charge authorized to accept

Age: 55 Weight: 160 Hair: Black Sex: Male Height: 5'5" Eyes: Brown Race: Hispanic

- (1) ☒ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.  
(2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.  
(3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.  
(4) ☒ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): 4/17/2023 from (city): Los Angeles or ☒ a declaration of mailing is attached.  
(5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.



- c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

8. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): **Southern California Edison Company, a California Corporation**  
under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation)          | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.80 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. Person who served papers

- a. Name: **Carlos Cornejo - ON-CALL LEGAL**
- b. Address: **2476 Overland Avenue, Third Floor Los Angeles, CA 90064**
- c. Telephone number: **(310) 868-9800**
- d. The fee for service was: **\$ 241.72**
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☒ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.: **2018048510**
- (iii) County: **Los Angeles**



8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **4/18/2023**

**ON-CALL LEGAL**  
**2476 Overland Avenue, Third Floor**  
**Los Angeles, CA 90064**  
**(310) 868-9800**  
**www.OnCallLegal.com**

**Carlos Cornejo**

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

*Ch Cornejo*

Engstrom, Lipscomb & Lack  
10100 Santa Monica Blvd. 12th Floor  
Los Angeles, CA 90067

TELEPHONE No.: (310) 552-3800

FAX No. (Optional): (310) 552-9434

Case for: Plaintiff Holly Carlyle, individually and dba Desert Curios; and Jeff Burgess, individually and dba Desert Cur

Ref No. or File No.:

38/6288 Carlyle

Court name of Court, and Judicial District and Branch Court:

San Bernardino County Superior Court - Main Civil Courthouse - San Bernardino - Main Civil

Plaintiff: Holly Carlyle, individually and dba Desert Curios; and Jeff Burgess, individually and dba Desert Curios,

Defendant: Southern California Edison Company, a California Corporation; and Does 1 through 20, inclusive,

**PROOF OF SERVICE  
BY MAIL**

HEARING DATE:

TIME:

DEPT.:

CASE NUMBER:

CIVSB2302343

I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred.

I served copies of the Summons; Complaint; Civil Case Cover Sheet (served in complex cases only); Certificate of Assignment; Notice of Trial Setting Conference and Notice of Case Assignment

By placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

- a. Date of Mailing: April 17, 2023  
b. Place of Mailing: Los Angeles, CA  
c. Addressed as follows: Southern California Edison Company, a California Corporation  
Cristina Limon - Registered Agent for Service of Process  
2244 Walnut Grove Ave  
Rosemead, CA 91770-3714

I am readily familiar with the firm's practice for collection and processing of documents for mailing. Under that practice, it would be deposited within the United States Postal Service, on that same day, with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business.

Fee for Service: \$ 241.72

ON-CALL LEGAL

2476 Overland Avenue, Third Floor

Los Angeles, CA 90064

(310) 858-9800

Ref: 38/6288 Carlyle

I declare under penalty of perjury under the laws of the State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on April 18, 2023.

Signature: \_\_\_\_\_

David Azema

**PROOF OF SERVICE BY MAIL**

Order# 324948smallenord

BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT C



**From: Joe Lack** jlack@elllaw.com  
**Subject: Carlyle - SCE Inspection and  
Dropbox Link**  
**Date: May 8, 2023 at 11:33:14 AM**  
**To: Holly Carlyle**  
hollyacarlyle@icloud.com,  
jeffthebroker@aol.com  
**Cc: Chris Kanne** ckanne@elllaw.com

---

Hello Holly and Jeff,

Pleasure speaking with you today Jeff, and thank you for allowing SCE to conduct its last minute site inspection this Thursday, May 11 at 7am. They plan to take photos, measurements and remove remnants of its property if any still exist (i.e. service drop, meter, wires). Typically we would coordinate a date with much more notice but SCE is aware of the likelihood the building will be demolished soon after your tenancy ends ~May 20.

Unfortunately I am unlikely to make it but will be available by phone if you need to reach me.

Also, in case you didn't receive the shared folder from Dropbox where I invite you to upload your photos/videos/docs, please do so here: <https://www.dropbox.com/request/3bk884LYQEmNoazGykm0>

Regards,

Joe Lack, Esq.  
ENGSTROM, LIPSCOMB & LACK  
10100 Santa Monica Blvd, Suite 1200  
Los Angeles, CA 90067-4113  
(310) 552-3800, x317  
(310) 552-9434 fax  
(213) 447-8799 cel

\*\*\*\*\*

**\*Confidentiality Notice \***

\*\*\*\*\*

This message is intended solely for the use of the addressee(s) and is intended to be privileged and confidential within the attorney client privilege. If you have received this message in error, please immediately notify the sender and delete all copies of this email message along with all attachments. Thank you.



BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT D

# MAY 11, 2023 SCE SITE INSPECTION



Add a Caption

Thursday • May 11,  
2023 • 7:59 AM

[Adjust](#)

 IMG\_5356

Apple iPhone 13

H.264 

No lens information

720p • 720 × 1280 • 9.5 MB

30 FPS

00:54



Add a Caption

Thursday • May 11,  
2023 • 8:02 AM

[Adjust](#)

 IMG\_5357

Apple iPhone 13

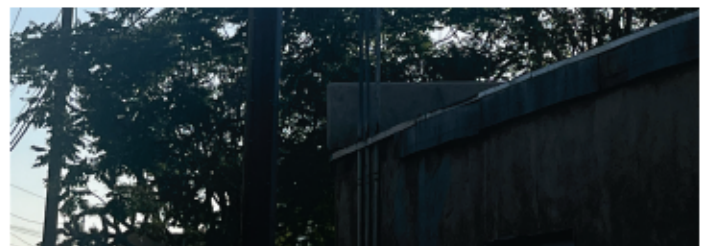
H.264 

No lens information

540 × 960 • 20.8 MB

29.99 FPS

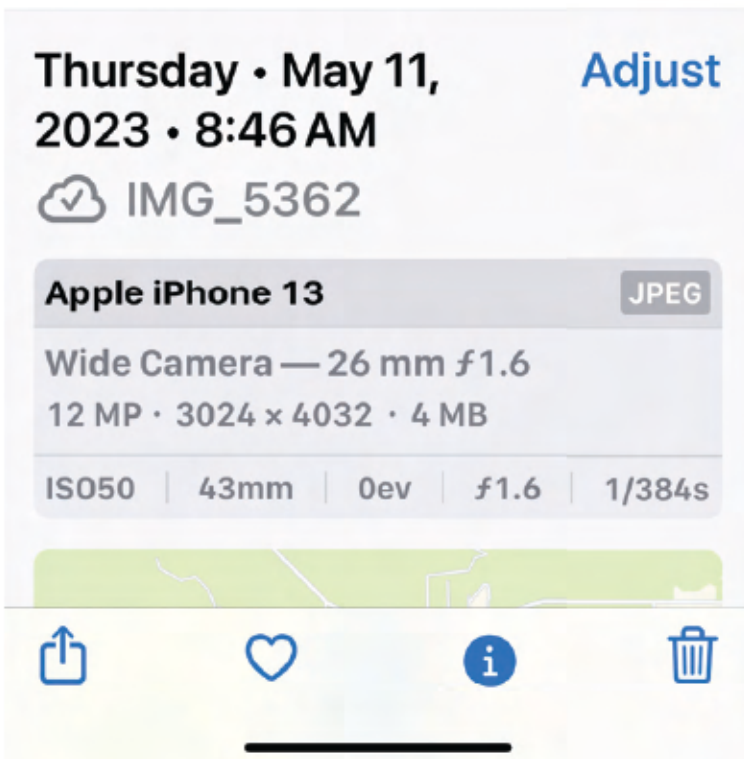
02:29



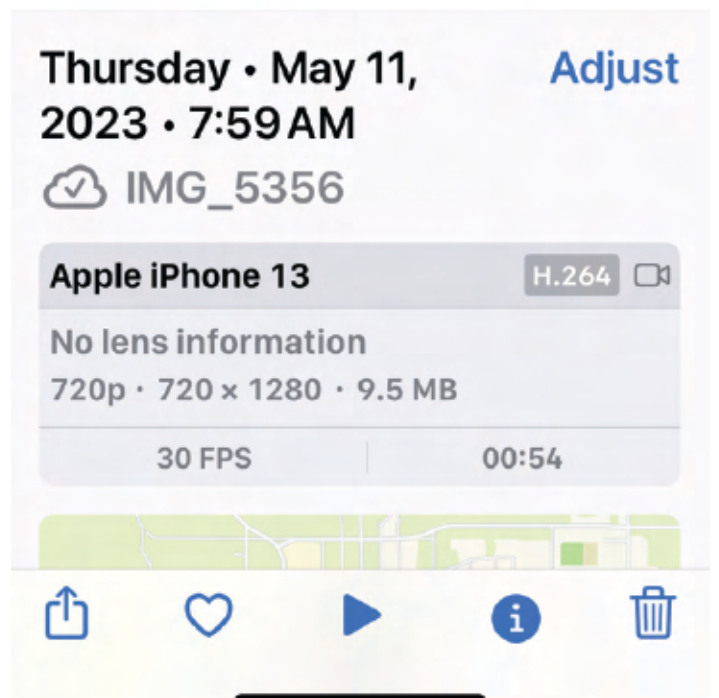
# EXHIBIT D page 2



Add a Caption



Add a Caption





BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT E



11/02/2022

Jeff Burgess

55832 Antelope Trail

Yucca Valley, CA 92284

To Whom It May Concern:

I, the undersigned, being the duly authorized Custodian of Records for the San Bernardino County Fire District, declare that I am qualified to testify as to the preparation and maintenance of the records and having the authority to certify records sought and having the authority to certify records sought by the request declare the following:

All records called for in the attached request are true and correct copies of the original documents.

Joe Barna  
Division Chief  
Emergency Medical Services Division  
San Bernardino County Fire

BOARD OF SUPERVISORS

Col. Paul Cook (Ret.)

Janice Rutherford

Dawn Rowe  
Vice Chair

Curt Hagman  
Chairman

Joe Baca, Jr  
Vice-Chair

Leonard X. Hernandez



## NFIRS-1 Basic

A

36193	CA	09	29	2021		21-235121	0
FDID	State	Month	Day	Year	Station	Number	Exposure

B Location Type

Census tract:

- ☒ Street Address  
☐ Intersection  
☐ In Front Of  
☐ Rear Of  
☐ Adjacent To  
☐ Directions  
☐ US National Grid

56079		TWENTYNINE PALMS	HWY-Highway	
Number	Prefix	Street or Highway	Street Type	Suffix

	YUCCA VALLEY	CA	92284
Apt./Suite/Room	City	State	Zip Code

Cross Street

C

### Incident Type

111-Building fire

E1 Dates and Times

Alarm 09 29 2021 11:44

Arrival 09 29 2021 11:51

Controlled

Last Unit Cleared 09 29 2021 15:39

E2 Shifts and Alarms

C		
Shift or Platoon	Alarms	District

D

### Aid Given Or Received

- ☒ 1 Mutual Aid Received  
☐ 2 Auto. Aid Received  
☐ 3 Mutual Aid Given  
☐ 4 Auto. Aid Given  
☐ 5 Other Aid Given  
☐ None

CalFire - Import (99999)	
Their FDID	Their State
Their Incident Number	

E3 Special Studies

ID#	Value



<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">11-Extinguishment by fire service personnel</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Primary Action Taken</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">51-Ventilate</div> <div style="border: 1px solid black; padding: 2px;">Additional Action Taken</div>	<input type="checkbox"/> Apparatus or Personnel Module is used. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Apparatus</td> <td style="width: 35%; text-align: center;">Personnel</td> </tr> <tr> <td>Suppression</td> <td style="border: 1px solid black; text-align: center;">4</td> <td style="border: 1px solid black; text-align: center;">10</td> </tr> <tr> <td>EMS</td> <td style="border: 1px solid black; text-align: center;">2</td> <td style="border: 1px solid black; text-align: center;">4</td> </tr> <tr> <td>Other</td> <td style="border: 1px solid black; text-align: center;">0</td> <td style="border: 1px solid black; text-align: center;">0</td> </tr> </table> <input type="checkbox"/> Resource counts include aid received resources.		Apparatus	Personnel	Suppression	4	10	EMS	2	4	Other	0	0	<b>Estimated Dollar Losses and Values</b> <b>Losses:</b> Required for all fires if known. Optional for all non-fires. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Property: \$</td> <td style="width: 20%; border: 1px solid black; text-align: center;">350,000.00</td> <td style="width: 20%; text-align: center;"><input type="checkbox"/> None</td> </tr> <tr> <td>Contents: \$</td> <td style="border: 1px solid black; text-align: center;">450,000.00</td> <td style="text-align: center;"><input type="checkbox"/> None</td> </tr> </table> <b>Pre-Incident Values:</b> Optional <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Property: \$</td> <td style="width: 20%; border: 1px solid black; text-align: center;">425,000.00</td> <td style="width: 20%; text-align: center;"><input type="checkbox"/> None</td> </tr> <tr> <td>Contents: \$</td> <td style="border: 1px solid black; text-align: center;">500,000.00</td> <td style="text-align: center;"><input type="checkbox"/> None</td> </tr> </table>	Property: \$	350,000.00	<input type="checkbox"/> None	Contents: \$	450,000.00	<input type="checkbox"/> None	Property: \$	425,000.00	<input type="checkbox"/> None	Contents: \$	500,000.00	<input type="checkbox"/> None
	Apparatus	Personnel																								
Suppression	4	10																								
EMS	2	4																								
Other	0	0																								
Property: \$	350,000.00	<input type="checkbox"/> None																								
Contents: \$	450,000.00	<input type="checkbox"/> None																								
Property: \$	425,000.00	<input type="checkbox"/> None																								
Contents: \$	500,000.00	<input type="checkbox"/> None																								

<b>Completed Modules</b> <input type="checkbox"/> 2 - Fire <input type="checkbox"/> 3 - Structure Fire <input type="checkbox"/> 4 - Civilian Fire Cas. <input type="checkbox"/> 5 - Fire Service Cas. <input type="checkbox"/> 6 - EMS <input type="checkbox"/> 7 - HazMat <input type="checkbox"/> 8 - Wildland Fire <input type="checkbox"/> 9 - Apparatus <input type="checkbox"/> 10 - Personnel <input type="checkbox"/> 11 - Arson	<b>H1 Casualties</b> <input checked="" type="checkbox"/> None <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Deaths</td> <td style="width: 35%; text-align: center;">Injuries</td> </tr> <tr> <td>Fire Service</td> <td style="border: 1px solid black; text-align: center;">0</td> <td style="border: 1px solid black; text-align: center;">0</td> </tr> <tr> <td>Civilian</td> <td style="border: 1px solid black; text-align: center;">0</td> <td style="border: 1px solid black; text-align: center;">0</td> </tr> </table>		Deaths	Injuries	Fire Service	0	0	Civilian	0	0	<b>H3 Hazardous Materials Release</b> <input type="checkbox"/> 1 - Natural Gas <input type="checkbox"/> 2 - Propane Gas <input type="checkbox"/> 3 - Gasoline <input type="checkbox"/> 4 - Kerosene <input type="checkbox"/> 5 - Diesel Fuel / Fuel Oil <input type="checkbox"/> 6 - Household Solvents <input type="checkbox"/> 7 - Motor Oil <input type="checkbox"/> 8 - Paint <input type="checkbox"/> 0 - Other <input checked="" type="checkbox"/> None	<b>I Mixed Use Property</b> <input type="checkbox"/> Not Mixed <input type="checkbox"/> 10 - Assembly Use <input type="checkbox"/> 20 - Education Use <input type="checkbox"/> 33 - Medical Use <input type="checkbox"/> 40 - Residential Use <input type="checkbox"/> 51 - Row Of Stores <input type="checkbox"/> 53 - Enclosed Mall <input type="checkbox"/> 58 - Business and Residential <input type="checkbox"/> 59 - Office Use <input type="checkbox"/> 60 - Industrial Use <input type="checkbox"/> 63 - Military Use <input type="checkbox"/> 65 - Farm Use <input type="checkbox"/> 00 - Other Mixed Use
	Deaths	Injuries										
Fire Service	0	0										
Civilian	0	0										
<b>H2 Detector</b> Required For Confined Fires <input type="checkbox"/> 1 - Detector Alerted Occupants <input type="checkbox"/> 2 - Detector Did Not Alert Them <input type="checkbox"/> 3 - Unknown												

<b>J Property Use</b> <input type="checkbox"/> None <b>Structures</b> 131 <input type="checkbox"/> Church, Place of Worship 161 <input type="checkbox"/> Restaurant or Cafeteria 162 <input type="checkbox"/> Bar/Tavern or Nightclub 213 <input type="checkbox"/> Elementary School, Kindergarten 215 <input type="checkbox"/> High School, Junior High 241 <input type="checkbox"/> College, Adult Education 311 <input type="checkbox"/> Nursing Home 331 <input type="checkbox"/> Hospital	341 <input type="checkbox"/> Clinic, Clinic-Type Infirmary 342 <input type="checkbox"/> Doctor/Dentist Office 361 <input type="checkbox"/> Prison or Jail, Not Juvenile 419 <input type="checkbox"/> 1- or 2-Family Dwelling 429 <input type="checkbox"/> MultiFamily Dwelling 439 <input type="checkbox"/> Rooming/Boarding House 449 <input type="checkbox"/> Commerical Hotel or Motel 459 <input type="checkbox"/> Residential, Board and Care 464 <input type="checkbox"/> Dormitory/Barracks 519 <input type="checkbox"/> Food and Beverage Sales	539 <input type="checkbox"/> Household Goods, Sales, Repairs 571 <input type="checkbox"/> Gas or Service Station 579 <input type="checkbox"/> Motor Vehicle/Boat Sales/Repairs 599 <input type="checkbox"/> Business Office 615 <input type="checkbox"/> Electric-Generating Plant 629 <input type="checkbox"/> Laboratory/Science Laboratory 700 <input type="checkbox"/> Manufacturing Plant 819 <input type="checkbox"/> Livestock/Poultry Storage (Barn) 882 <input type="checkbox"/> Non-Residential Parking Garage 891 <input type="checkbox"/> Warehouse
---	--	--

<b>Outside</b> 124 <input type="checkbox"/> Playground or Park 655 <input type="checkbox"/> Crops or Orchard 669 <input type="checkbox"/> Forest (Timberland) 807 <input type="checkbox"/> Outdoor Storage Area 919 <input type="checkbox"/> Dump or Sanitary Landfill 931 <input type="checkbox"/> Open Land or Field 936 <input type="checkbox"/> Vacant Lot	938 <input type="checkbox"/> Graded/Cared for Plot of Land 946 <input type="checkbox"/> Lake, River, Stream 951 <input type="checkbox"/> Railroad Right-of-Way 960 <input type="checkbox"/> Other Street 961 <input type="checkbox"/> Highway/Divided Highway 962 <input type="checkbox"/> Residential Street/Driveway 981 <input type="checkbox"/> Construction Site 984 <input type="checkbox"/> Industrial Plant Yard	<b>Property Use:</b> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">500-Mercantile, business, other</div> <b>Description</b> Look up and enter a Property Use code and description only if you have NOT checked a Property Use box.
---	---	--

<b>K2</b>				
<b>Owner</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 20%; border-bottom: 1px solid black;"></div> <div style="width: 20%; border-bottom: 1px solid black;"></div> <div style="width: 20%; border-bottom: 1px solid black;"></div> <div style="width: 20%; border-bottom: 1px solid black;"></div> <div style="width: 20%; border-bottom: 1px solid black;"></div> </div>				
Local Option	Person/Entity Type	Business Name (if applicable)	Phone Number	
<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	
Mr., Ms., Mrs.	First Name	MI	Last Name	Suffix
<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>
Number	Prefix	Street or Highway	Street Type	Suffix
<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>
Post Office Box	Apt./Suite/Room		City	
<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		<div style="border-bottom: 1px solid black; height: 15px;"></div>	
State	Zip Code			

**L Remarks:**

BE41 arrived on scene to find a masonry style construction antique store with heavy fire and black pressurized smoke coming from the (C)harlie side of the building, and light smoke from the interior of the structure on the (A)lpha side. BE41 found heavy involvement in a patio area of the building extending on a fence line towards another building to the rear of the property. Edison power line was downed and active on the ground in the yard, hampering attack efforts. "Life Hazard Alert" was requested through AC109.

BE41 performed a 360, found heavy fire in the main building, with an exposure to the (D)elta side not involved at that time. A Transitional attack was performed on the C side, ME36 arrived on scene, laid a supply line, and assumed IC. BE41 repositioned for an offensive attack through the A side front door. Standby in place, BE41 assumed Fire Attack (FA) made entry and encountered heavy smoke to the floor, heavy fire, and obstacles on the ground due to the nature of the store type. MT42 arrived on scene assumed Vent Group (VENT) and performed vertical ventilation. Simultaneous attack efforts were made interior and exterior due to the complexity of the fire. FA performed a primary search, all clear.

ME44 arrived on scene and assumed Exposure Group (EXP). EXP found the fire had extended beyond the property fence to an adjacent debris pile up against the D side exposure. EXP extinguished the fire, and found that a window on the D side exposure had broken, bu...

Full primary narrative can be found in NFIRS 15 - Supplemental

**M Authorization**

	Castagnola, Steve			09/30/2021
Officer In Charge ID	Signature	Position or Rank	Assignment	Date
	Castagnola, Steve			09/30/2021
Member Making Report ID	Signature	Position or Rank	Assignment	Date

A

36193

FDID

CA

State

09

Month

29

Day

2021

Year

Station

21-235121

Number

0

Exposure

B

**Property Details**B1 ☐ Not Residential

Estimated number of residential living units in the building of origin whether or not all units became involved

B2 ☐ Buildings Not Involved

Number of buildings involved

B3 ☒ None ☐ Less than 1 acre

Acres burned (outside fires)

C

**On-Site Materials Or Products**

921-Antiques

On-site material (1)

**On-Site Materials Storage Use**

- ☐ 1 - Bulk Storage or warehousing  
☐ 2 - Processing or manufacturing  
☐ 3 - Packaged goods for sale  
☐ 4 - Repair or service  
☐ U - Undetermined

D

**Ignition**D1 

Area of Fire Origin

D2 

Heat Source

D3 

Item First Ignited

D4 

Type of Material First Ignited

E1

**Cause of Ignition**

- ☐ 1 - Intentional  
☐ 2 - Unintentional  
☐ 3 - Failure of Equipment or Heat Source  
☐ 4 - Act of Nature  
☐ 5 - Cause Under Investigation  
☒ U - Cause Undetermined After Investigation

E2

**Factors Contributing to Ignition**

None

Factor Contributing to Ignition

E3

**Human Factors Contributing to Ignition**

Check all applicable boxes

- ☒ None  
☐ 1 - Asleep  
☐ 2 - Possibly impaired by alcohol or drugs  
☐ 3 - Unattended person  
☐ 4 - Possibly Mentally Disabled  
☐ 5 - Physically Disabled  
☐ 6 - Multiple Persons Involved

☐ 7 - Age Was A Factor

Estimated Age of Person Involved

☐ Male☐ Female

F1

**Equipment Involved In Ignition**☒  
Equipment Involved

Brand

Model

Serial #

Year

F2

**Equipment Power Source**☒  
Equipment Power Source

F3

**Equipment Portability**

- ☐ 1 - Portable  
☒ 2 - Stationary

Portable equipment normally can be moved by one or two persons.

G

**Fire Suppression Factors**



<b>Mobile Property Involved</b> <input type="checkbox"/> 1 - Not involved in ignition, but burned <input type="checkbox"/> 2 - Involved in ignition, but did not burn <input type="checkbox"/> 3 - Involved in ignition and burned <input checked="" type="checkbox"/> None	<b>Mobile Property Type and Make</b> <input type="checkbox"/> Mobile Property Type <div></div> Mobile Property Make <div></div>	<div></div> <input type="checkbox"/> Pre-Fire Plan Available <input type="checkbox"/> Arson Report Attached <input type="checkbox"/> Police Report Attached <input type="checkbox"/> Coroner Report Attached <input type="checkbox"/> Other Reports Attached <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Mobile Property Model <div></div>		Year <div></div>
State <div></div>	License Plate Number <div></div>	VIN <div></div>

<b>I1</b> <b>Structure Type</b> <input checked="" type="checkbox"/> 1 - Enclosed Building <input type="checkbox"/> 2 - Portable/Mobile Structure <input type="checkbox"/> 3 - Open Structure <input type="checkbox"/> 4 - Air-Supported Structure <input type="checkbox"/> 5 - Tent <input type="checkbox"/> 6 - Open Platform <input type="checkbox"/> 7 - Underground Structure <input type="checkbox"/> 8 - Connective Structure <input type="checkbox"/> 0 - Other	<b>I2</b> <b>Building Status</b> <input type="checkbox"/> 1 - Under Construction <input checked="" type="checkbox"/> 2 - In Normal Use <input type="checkbox"/> 3 - Idle, Not Routinely Used <input type="checkbox"/> 4 - Under Major Renovation <input type="checkbox"/> 5 - Vacant and Secured <input type="checkbox"/> 6 - Vacant and Unsecured <input type="checkbox"/> 7 - Being Demolished <input type="checkbox"/> 0 - Other <input type="checkbox"/> U - Undetermined	<b>I3</b> <b>Building Height</b> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 30px; text-align: center;">1</div> Number of Stories At/Above Grade <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 30px; text-align: center;">0</div> Number of Stories Below Grade	<b>I4</b> <b>Main Floor Size</b> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 50px; text-align: center;">5000</div> Total Square Feet <b>OR</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 40px; height: 20px;"></div>         BY         <div style="border: 1px solid black; width: 40px; height: 20px;"></div> </div> Length (ft) X Width (ft)
--	---	--	---

<b>J1</b> <b>Fire Origin</b> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">1</div> <input type="checkbox"/> Below Grade Story of Fire Origin	<b>J3</b> <b>Number of Stories Damaged By Flame</b> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Number of Stories w/Minor Damage (1-24%) <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Number of Stories w/Significant Damage (25-49%) <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Number of Stories w/Heavy Damage (50-74%) <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Number of Stories w/Extreme Damage (75-100%)  *Count the roof as part of the highest story	<b>K</b> <b>Type of Material Contributing Most to Flame Spread</b>  <b>K1</b> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Item Contributing Most to Flame Spread  <b>K2</b> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Type of Material Contributing Most To Flame Spread
<b>J2</b> <b>Fire Spread</b> <input type="checkbox"/> Confined to Object of Origin <input type="checkbox"/> 2 - Confined to Room of Origin <input type="checkbox"/> 3 - Confined to Floor of Origin <input type="checkbox"/> 4 - Confined to Building of Origin <input checked="" type="checkbox"/> 5 - Beyond Building of Origin		

<b>L1</b> <b>Presence of Detectors</b> <input checked="" type="checkbox"/> N - None Present <input type="checkbox"/> 1 - Present <input type="checkbox"/> U - Undetermined	<b>L3</b> <b>Detector Power Supply</b> <input type="checkbox"/> 1 - Battery Only <input type="checkbox"/> 2 - Hardwire Only <input type="checkbox"/> 3 - Plug-In <input type="checkbox"/> 4 - Hardwire With Battery <input type="checkbox"/> 5 - Plug-In With Battery <input type="checkbox"/> 6 - Mechanical <input type="checkbox"/> 7 - Multiple Detectors & Power Supplies <input type="checkbox"/> 0 - Other <input type="checkbox"/> U - Undetermined	<b>L5</b> <b>Detector Effectiveness</b> <input type="checkbox"/> 1 - Alerted Occupants, Occupants Responded <input type="checkbox"/> 2 - Alerted Occupants, Occupants Failed to Respond <input type="checkbox"/> 3 - There Were No Occupants <input type="checkbox"/> 4 - Failed to Alert Occupants <input type="checkbox"/> U - Undetermined
<b>L2</b> <b>Detector Type</b> <input type="checkbox"/> 1 - Smoke <input type="checkbox"/> 2 - Heat <input type="checkbox"/> 3 - Combination of Smoke and Heat <input type="checkbox"/> 4 - Sprinkler, Water Flow Detection <input type="checkbox"/> 5 - More Than One Type Present <input type="checkbox"/> 0 - Other <input type="checkbox"/> U - Undetermined	<b>L4</b> <b>Detector Operation</b> <input type="checkbox"/> 1 - Fire Too Small To Activate <input type="checkbox"/> 2 - Operated <input type="checkbox"/> 3 - Failed To Operate <input type="checkbox"/> U - Undetermined	<b>L6</b> <b>Detector Failure Reason</b> <input type="checkbox"/> 1 - Power Failure, Shutoff, or Disconnect <input type="checkbox"/> 2 - Improper Installation or Placement <input type="checkbox"/> 3 - Defective <input type="checkbox"/> 4 - Lack of Maintenance, Dirty <input type="checkbox"/> 5 - Battery Missing or Disconnected <input type="checkbox"/> 6 - Battery Discharged or Dead <input type="checkbox"/> 0 - Other <input type="checkbox"/> U - Undetermined

<b>Presence of Automatic Extinguishing System</b>  <input checked="" type="checkbox"/> N - None Present <input type="checkbox"/> 1 - Present <input type="checkbox"/> 2 - Partial System Present <input type="checkbox"/> U - Undetermined	<b>Operation of Automatic Extinguishing System</b>  <input type="checkbox"/> 1 - Operated/Effective <input type="checkbox"/> 2 - Operated/Not Effective <input type="checkbox"/> 3 - Fire Too Small To Activate <input type="checkbox"/> 4 - Failed To Operate <input type="checkbox"/> 0 - Other <input type="checkbox"/> U - Undetermined Required if fire was within designed range	<b>Reason for Automatic Extinguishing System Failure</b>  <input type="checkbox"/> 1 - System Shut Off <input type="checkbox"/> 2 - Not Enough Agent Discharged <input type="checkbox"/> 3 - Agent Discharged But Did Not Reach Fire <input type="checkbox"/> 4 - Wrong Type of System <input type="checkbox"/> 5 - Fire Not In Area Protected <input type="checkbox"/> 6 - System Components Damaged <input type="checkbox"/> 7 - Lack of Maintenance <input type="checkbox"/> 8 - Manual Intervention <input type="checkbox"/> 0 - Other <input type="checkbox"/> U - Undetermined Required if system failed or not effective
<b>M2</b>  <b>Type of Automatic Extinguishing System</b>  <input type="checkbox"/> 1 - Wet-Pipe Sprinkler <input type="checkbox"/> 2 - Dry-Pipe Sprinkler <input type="checkbox"/> 3 - Other Sprinkler System <input type="checkbox"/> 4 - Dry Chemical System <input type="checkbox"/> 5 - Foam System <input type="checkbox"/> 6 - Halogen-Type System <input type="checkbox"/> 7 - Carbon Dioxide System <input type="checkbox"/> 0 - Other <input type="checkbox"/> U - Undetermined Required if fire was within designed range of AES	<b>M4</b>  <b>Number of Sprinkler Heads Operating</b>  <input type="text"/> Required if system operated	



A

36193	CA	09	29	2021		21-235121	0
FDID	State	Month	Day	Year	Station	Number	Exposure

B		Dates/Times		Sent	Number of People	Apparatus Use	Actions Taken
ID:	BE41	Dispatch:	09/29/2021 11:44	<input checked="" type="checkbox"/> Sent	3	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	16-Brush truck	Arrival:	09/29/2021 11:51				
		Clear:	09/29/2021 14:35				
ID:	I164	Dispatch:	09/29/2021 11:56	<input checked="" type="checkbox"/> Sent	0	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	00-Other apparatus/resource	Arrival:	09/29/2021 13:42				
		Clear:	09/29/2021 15:39				
ID:	MA41	Dispatch:	09/29/2021 11:46	<input checked="" type="checkbox"/> Sent	2	<input type="checkbox"/> Suppression <input checked="" type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	76-ALS unit	Arrival:	09/29/2021 11:58				
		Clear:	09/29/2021 13:56				
ID:	MA42	Dispatch:	09/29/2021 11:44	<input checked="" type="checkbox"/> Sent	2	<input type="checkbox"/> Suppression <input checked="" type="checkbox"/> EMS <input type="checkbox"/> Other	93-Cancelled en route
Type:	76-ALS unit	Arrival:	<input type="text"/> <input type="text"/>				
		Clear:	09/29/2021 11:48				
ID:	ME36	Dispatch:	09/29/2021 11:44	<input checked="" type="checkbox"/> Sent	4	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	11-Engine	Arrival:	09/29/2021 11:58				
		Clear:	09/29/2021 13:56				
ID:	ME44	Dispatch:	09/29/2021 11:44	<input checked="" type="checkbox"/> Sent	3	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	11-Engine	Arrival:	09/29/2021 12:09				
		Clear:	09/29/2021 13:32				

A

36193	CA	09	29	2021		21-235121	0
FDID	State	Month	Day	Year	Station	Number	Exposure

B Apparatus/Resource		Dates/Times		Sent	Number of People	Apparatus Use	Actions Taken
ID:	BE41	Dispatch:	09/29/2021 11:44	<input checked="" type="checkbox"/> Sent	3	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	16-Brush truck	Arrival:	09/29/2021 11:51				
		Clear:	09/29/2021 14:35				

Personnel ID	Name	Rank	Role	Attend	Actions Taken
	Castagnola, Steve			<input type="checkbox"/>	<input type="checkbox"/>
	Vaccaro, Ryan			<input type="checkbox"/>	<input type="checkbox"/>
	Moringo, Ryan			<input type="checkbox"/>	<input type="checkbox"/>

ID:	I164	Dispatch:	09/29/2021 11:56	<input checked="" type="checkbox"/> Sent	0	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	00-Other apparatus/resource	Arrival:	09/29/2021 13:42				
		Clear:	09/29/2021 15:39				

Personnel ID	Name	Rank	Role	Attend	Actions Taken

ID:	MA41	Dispatch:	09/29/2021 11:46	<input checked="" type="checkbox"/> Sent	2	<input type="checkbox"/> Suppression <input checked="" type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	76-ALS unit	Arrival:	09/29/2021 11:58				
		Clear:	09/29/2021 13:56				

Personnel ID	Name	Rank	Role	Attend	Actions Taken
	Ventura, Humberto			<input type="checkbox"/>	<input type="checkbox"/>
	McDaniel, Kylan			<input type="checkbox"/>	<input type="checkbox"/>

ID:	MA42	Dispatch:	09/29/2021 11:44	<input checked="" type="checkbox"/> Sent	2	<input type="checkbox"/> Suppression <input checked="" type="checkbox"/> EMS <input type="checkbox"/> Other	93-Cancelled en route
Type:	76-ALS unit	Arrival:					
		Clear:	09/29/2021 11:48				

Personnel ID	Name	Rank	Role	Attend	Actions Taken
	DuPuis, Heidi			<input type="checkbox"/>	<input type="checkbox"/>
	Colon, Valerie			<input type="checkbox"/>	<input type="checkbox"/>

ID:	ME36	Dispatch:	09/29/2021 11:44	<input checked="" type="checkbox"/> Sent	4	<input checked="" type="checkbox"/> Suppression <input checked="" type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
Type:	11-Engine	Arrival:	09/29/2021 11:58				
		Clear:	09/29/2021 13:56				

Personnel ID	Name	Rank	Role	Attend	Actions Taken
	Abraham, Scott			<input type="checkbox"/>	<input type="checkbox"/>
	Abbott, Christopher	Engineer		<input type="checkbox"/>	<input type="checkbox"/>
	Guerra, Robert			<input type="checkbox"/>	<input type="checkbox"/>
	Laurel, Joshua			<input type="checkbox"/>	<input type="checkbox"/>

Type:	11-Engine	Arrival:	09/29/2021	12:09	<input type="checkbox"/> Other	
		Clear:	09/29/2021	13:32		
Personnel ID	Name	Rank	Role	Attend	Actions Taken	
<div></div>	Dimoff, Jay			<input type="checkbox"/>	<input type="checkbox"/>	
	Sorensen, Jonathan			<input type="checkbox"/>	<input type="checkbox"/>	
	Agon, Zachary			<input type="checkbox"/>	<input type="checkbox"/>	



A

36193	CA	09	29	2021		21-235121	0
FDID	State	Month	Day	Year	Station	Number	Exposure

**Additional Narrative (#1 of 1):**

09/29/2021 11:43:38I0671 [1] SEEING FLAMES AND SMOKE COMING BACK OF BUILDING | 09/29/2021 11:43:57I0671  
 [2] RP ADV NEXT TO A WOOD YARD | 09/29/2021 11:44:35I0671 [3] RP ADV WILL BE TWO BUSINESSES WOF ADDRESS |  
 09/29/2021 11:44:39PAGINGSERVICE [4] Paging Groups Notified:USFS - AUTO-NOTIF | 09/29/2021 11:44:39PAGINGSERVICE  
 [5] Paging Groups Notified:BDC - AUTO-NOTIFY | 09/29/2021 11:44:40STATIONALERT [6] Westnet Integration Service  
 Failure - Alert Command has failed. Unable to locate or alert unit(s) for station alerting! Unit(s) AC107. UserID: 1004; User  
 Name: Aguirre, Leslie; Machine Name: DISPATCH02 | 09/29/2021 11:44:45I0671 [7] RP CALLING FROM ADDRESS |  
 09/29/2021 11:45:04H5028 [8] [Notification] [ConFire]-YVYC - ANOTHER RP ADVING FIRE COMING FROM BACK OF BLDG  
 / ADVING 2 SO DEPS OS | 09/29/2021 11:45:35I8819 [9] ADD RP 56001 TWENTYNINE PALMS - THRIFT STORE BECOMING  
 COMPLETELY ENGULFED | 09/29/2021 11:45:35I4433 [10] AC109 IPO AC107 | 09/29/2021 11:45:41I8819 [11]  
 [Notification] [ConFire]-[9] ADD RP 56001 TWENTYNINE PALMS - THRIFT STORE BECOMING COMPLETELY ENGULFED | 09/29/2021  
 11:46:20I4433 [12] BERDU NEG RESPONSE | 09/29/2021 11:46:26D8157 [13] \*\*\*CALFIRE NOTIFIED\*\*\* - NEG RESP  
 | 09/29/2021 11:46:49I4433 [14] MA41 IPO MA42 | 09/29/2021 11:46:56I4433 [15] [Page] Unit: MA42, Sent From:  
 DISPATCH25, VL, MA42 CXL RESPONSE CCC VL | 09/29/2021 11:47:28H5028 [16] [Notification] [ConFire]-YVYC - PER SO  
 OS - BACK SIDE OF THE BLDG IS FIRE THE STRUCTURE ITSELF EOF CHEST APPLIANCE  
 / BLDG IS UNOCCPD / PROPANE TANK NEXT TO BLDG | 09/29/2021 11:47:50I4433 [17] [Page] Unit: MA42, Sent From:  
 DISPATCH25, VL, MA42 CXL RESPONSE MA41 IPO / UPDATE YOUR SIMS CCC VL | 09/29/2021 11:48:21I4433 [18] [Page]  
 Unit: T42, Sent From: DISPATCH25, VL, T42 CONFIRM RESPONSE CCC VL | 09/29/2021 11:52:50I4433 [19] AC109 ME41  
 OS LINES DOWN CHARLIE SIDE / EDISON | 09/29/2021 11:54:56I4433 [20] ME36 / T42 / ME44 COPIES LIFE HAZARD ALERT |  
 09/29/2021 11:55:31D8157 [21] \*\* LIFE HAZARD VOICED ON COMM & TAC | 09/29/2021 11:56:27I4433 [22]  
 AC109 ME41 OS WORKING FIRE IN COMM BLDG - START EDISON AND INV - 41 44 START MOVEUPS | 09/29/2021 12:00:31I4433  
 [23] AC109 CHECK WITH CALFIRE YUCCA VALLEY FOR AND ENG TO ASSIT ON FIRE | 09/29/2021 12:00:54I4433 [24]  
 [Page] Unit: I164, Sent From: DISPATCH25, VL, I164 CONFIRM RESPONSE PROVIDE ETA PLEASE CCC VL | 09/29/2021  
 12:01:58D8157 [25] BDU SENDING E3567 | 09/29/2021 12:02:03E8192 [26] I164 ETA 90 MINS | 09/29/2021  
 12:02:27D8157 [27] E3567 COPIES LIFE HAZARD ALERT | 09/29/2021 12:02:47I4433 [28] ME36 \*\*\*HAS  
 ESTABLISHED INCIDENT COMMAND\*\*\* TWENTYNINE PALMS IC | 09/29/2021 12:04:58I4433 [29] IC - \*\*\*PERSONNEL  
 ACCOUNTED FOR ON INCIDENT\*\*\* CONT CLOCK | 09/29/2021 12:05:59I4433 [30] LEVEL1 / 56079 TWENTYNINE PALMS  
 HWY / T42 BE41 ME36 ME44 AC109 MA41 I164 E3567 / TWENTYNINE PALMS IC / CCC VL | 09/29/2021 12:08:56I4433 [31]  
 AC109 PULLING UP OS \*\*\*HAS ESTABLISHED INCIDENT COMMAND\*\*\* TWENTYNINE PALMS IC | 09/29/2021 12:18:08I4433  
 [32] IC - \*\*\*PERSONNEL ACCOUNTED FOR ON INCIDENT\*\*\* OFFENSIVE - CONT CLOCK | 09/29/2021 12:20:30I4433 [33]  
 CALLING EDISON FOR UPDATE | 09/29/2021 12:22:20I4433 [34] EDISON STILL DOES NOT HAVE AN ETA / ORDER#  
 2377823 / REQ EDDSION TO CB WITH ETA | 09/29/2021 12:28:00I4433 [35] IC - \*\*\*PERSONNEL ACCOUNTED FOR ON  
 INCIDENT\*\*\* GOOD KNOCK DOWN WORKING ON EXT ON CHARLIE SIDE - CONT CLOCK | 09/29/2021 12:28:11I4433 [36]  
 IC - 60 MIN COMM TIME FOR E3567 | 09/29/2021 12:29:10I4433 [37] EDISON ER ETA 10 MIN | 09/29/2021 12:33:50I4433  
 [38] AC109 \*\*\*PRIMARY CHECKS CLEAR\*\*\* TRYING FOR SECONDARY NOW | 09/29/2021 12:38:24I4433 [39] IC -  
 \*\*\*PERSONNEL ACCOUNTED FOR ON INCIDENT\*\*\* \*\*\*FIRE OUT\*\*\* STOP CLOCK | 09/29/2021 13:04:05I4433 [40] [Page]  
 Unit: AC109, Sent From: DISPATCH25, VL, AC109 NO AMB AVAIL MA42 MA41 AND MA41A ALL ON CALLS | 09/29/2021  
 13:06:28I4433 [41] [Page] Unit: AC109, Sent From: DISPATCH25, VL, AC109 MA42 RESPONDING SOLO FOR UNCD-4 IN  
 YVYC CCC VL | 09/29/2021 13:08:30I4433 [42] IC - EDISON OD | 09/29/2021 13:11:04I4433 [43] \*\*EDISON OS |  
 09/29/2021 13:39:36I4433 [44] IC - E3567 RELEASED | 09/29/2021 13:47:58I4433 [45] IC - RELEASING 42 AND 36  
 POC BE41 WILL REMAIN OS / TERM COMM RELEASE TAC | 09/29/2021 13:56:52I4433 [46] [Page] Unit: BE41, Sent From:  
 DISPATCH25, VL, BE41 CAN YOU CONFIRM E3567 LEFT FROM INC / E3567 DISPATCH IS STILL SHOWING THEM AT INC CCC VL |  
 09/29/2021 14:36:13I0671 [47] BE41 CLEARING SCENE - POC I164 | 09/29/2021 15:22:19I4433 [48] ME41 KEEP  
 INC OPEN UNTIL 0800 09/31 - SING ENG RESPONSE ONLY IF WE GETTING REPORTS | 09/29/2021 15:38:26I4433 [49] [Page]  
 Unit: I164, Sent From: DISPATCH25, VL, I164 STATUS CHECK PLEASE ACK CCC VL



# NEWS RELEASE

*FOR IMMEDIATE RELEASE*

*Daniel R. Munsey  
Fire Chief / Fire Warden*



**DATE:** 9/29/2021  
**CONTACT:** Mike McClintock, Battalion Chief, Public Information Officer  
Mmcclintock@sbcfire.org

## Fire Damages Yucca Valley Store

**Date/Time:** 9/29/21, 11:42am  
**Location:** 56000 block of 29 Palms Highway, Yucca Valley  
**Incident:** Commercial Fire

**Summary:** This morning San Bernardino County Fire crews were dispatched to a reported commercial fire in 56000 block of Twentynine Palms Highway in Yucca Valley. Numerous 911 callers stated smoke from a nearby store.

Firefighters arrived to find smoke and fire showing from the rear of a single-story commercial occupancy. While setting up for a fire attack, crews found energized power lines downed, causing a hazard for arriving firefighters. A "life hazard alert" was broadcasted to notify responding firefighters of the hazard. Crews mounted an offensive fire attack, working to stop the fire's through the occupancy. Firefighters inside and on the roof coordinated their efforts to suppress the fire.

The fire was ultimately knocked down in approximately 20 minutes. Once knocked down, crews transitioned their efforts to overhaul and salvage operations. A search there of the commercial building was clear of any victims. A fire investigator was requested for a cause & origin investigation. The fire remains under investigation.

San Bernardino County Fire responded with 3 engines, a Truck, an Ambulance, Chief Officer and Fire Investigator. CALFIRE assisted with an Engine.



# EXHIBIT A SBCFD PHOTO SET 9/29/2021

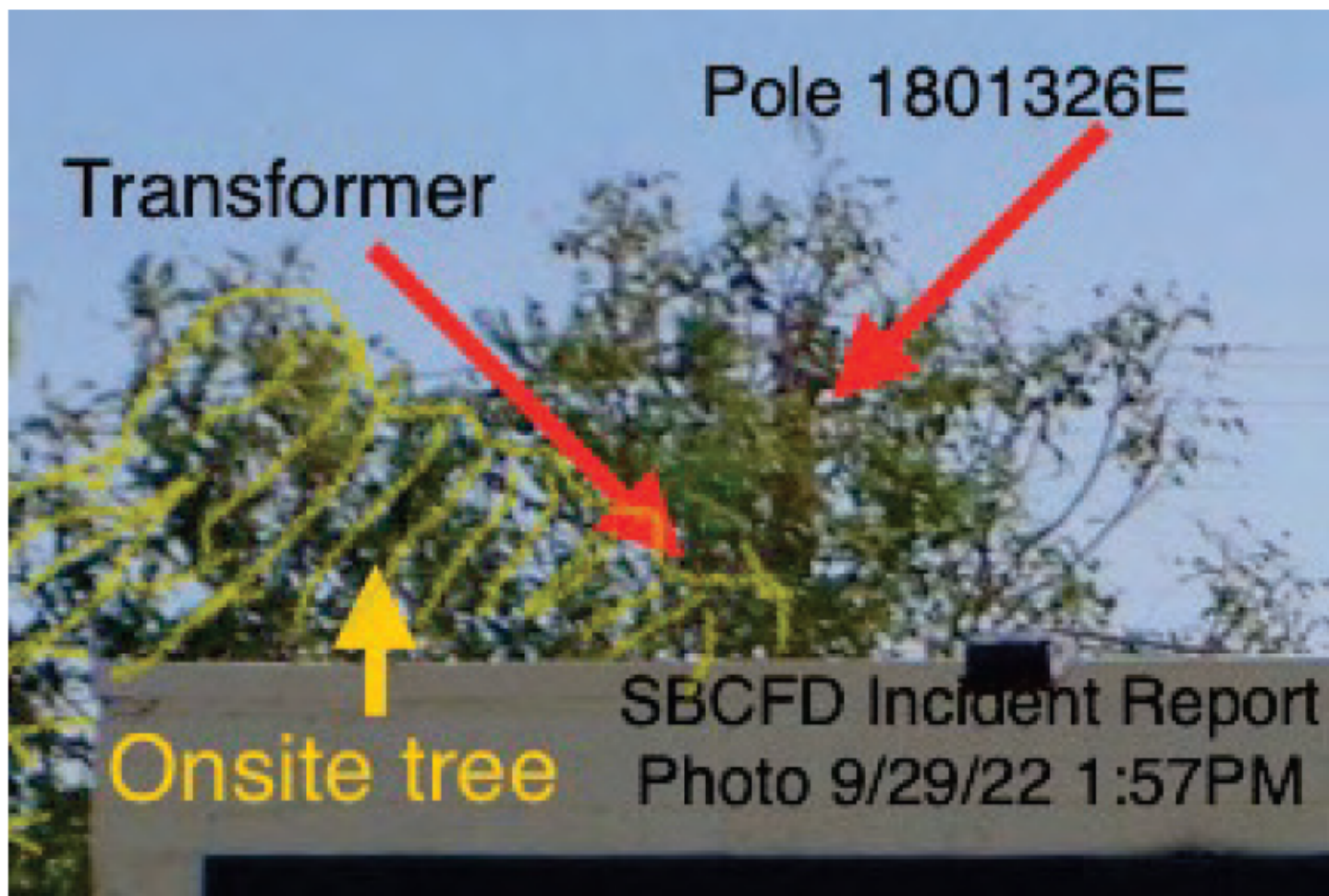




SBCFD PHOTOS PARTIAL  
PAGE 2







SBCFD Photo 9/29/21 FIRE INVESTIGATION SET PARTIAL

BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHBIT F, F-1, and F-2

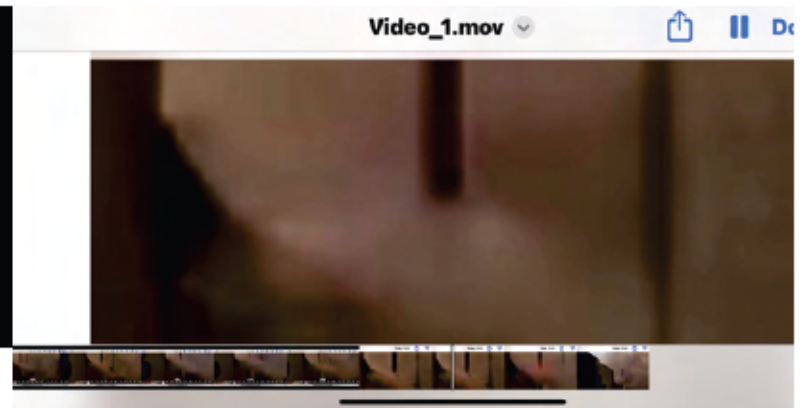
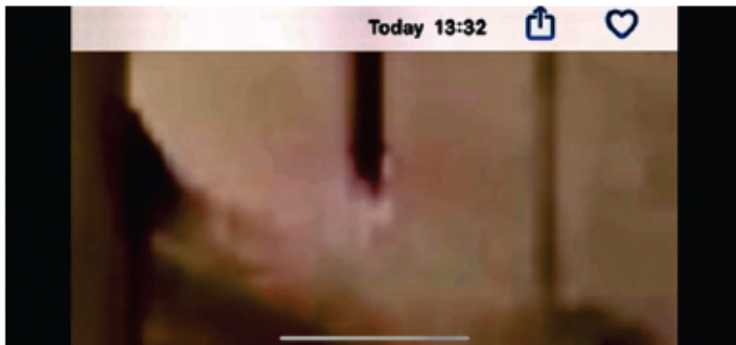
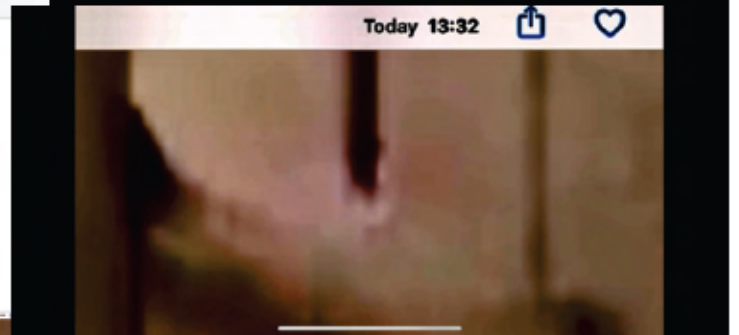
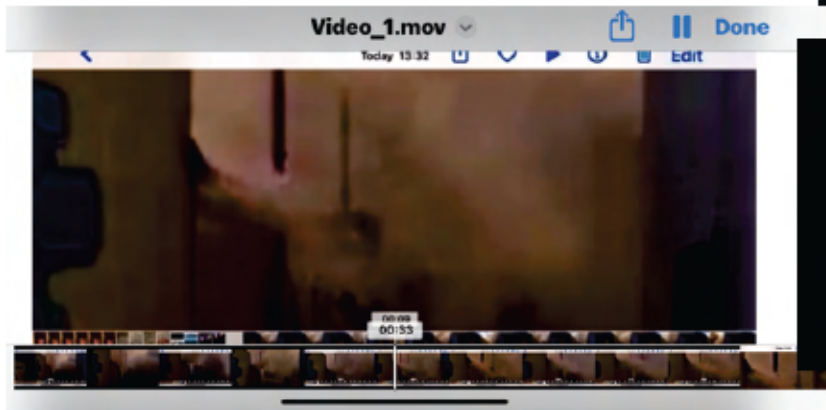
## EXHIBIT F

Still photos from Video dated 9/29/21 from  
local media source

Showing arcing at metal fence and pole  
Full video available

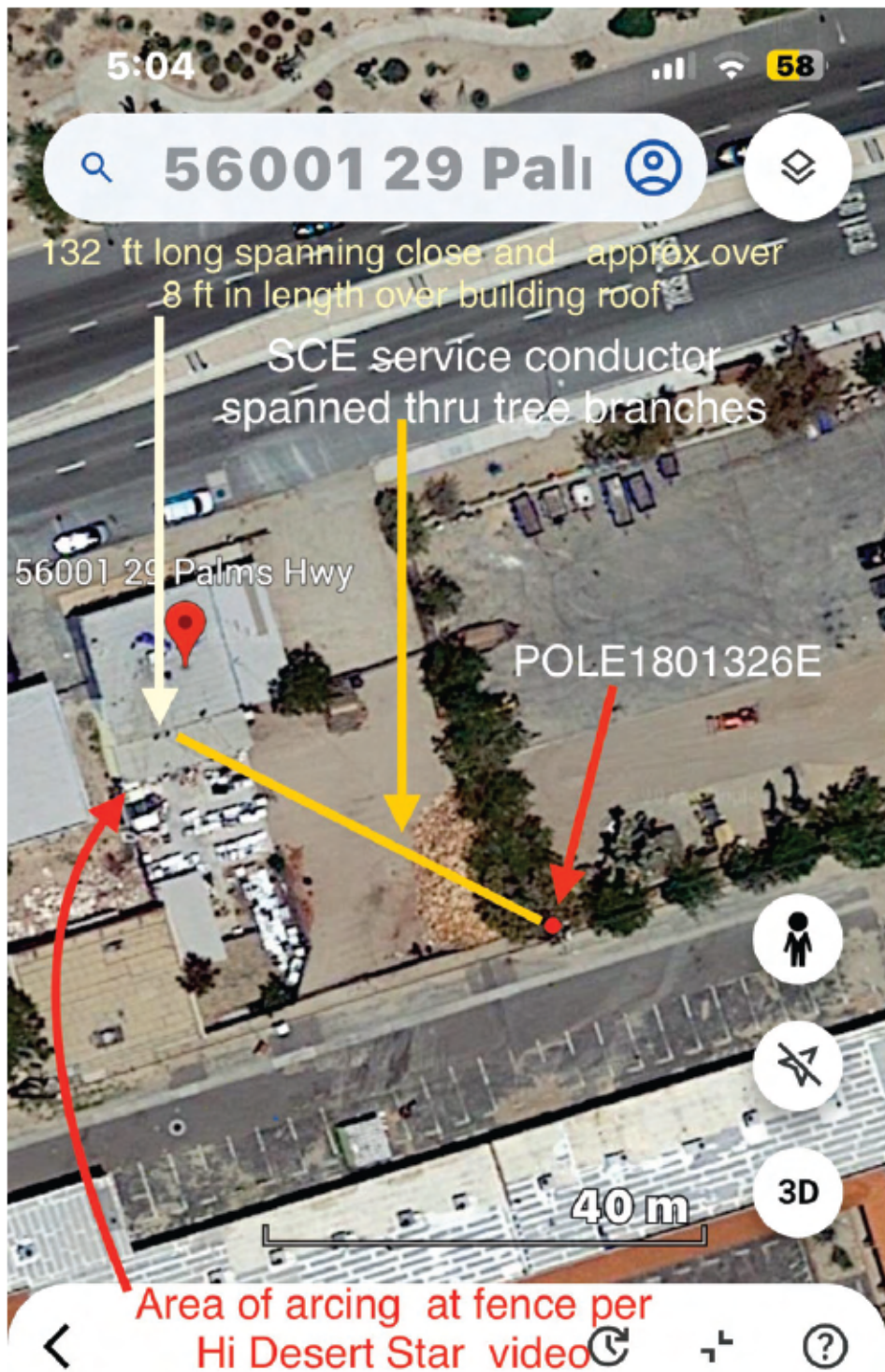


STILL FRAMES of VIDEO BY  
LOCAL NEWSPAPER 9/29/21



FULL VIDEO AVAILABLE UPON REQUEST.  
FULLVIDEO SHOWS MULTIPLE  
ARCING EVENTS AT FENCE

**EXHIBIT F-1**  
**56001 Site Layout**  
**OVERHEAD**  
**GOOGLE EARTH**



## Historical Imagery

Jun 12, 2021

< > >|



EXHIBIT F-2  
DESERT CURIOS SALES RECORDS FROM  
6/4/2021  
POS SQUARE AND  
DAILY CASH LEDGER 6/4/2021

SALES RECORDS  
DESERT CURIOS  
6/4/2021

5G 3

Turn on bluetooth to connect Reader

All Devices, vs previous Friday

1Y

...

<b>Total</b>	<b>\$1,101.61</b>
--------------	-------------------



[More](#)



**Done**

YEAR: \_\_\_\_\_

TOTAL :	644.00	
---------	--------	--



EXHIBIT F-3 PHOTOS SHOWING  
LACK OF MAINTENANCE BY  
SBCFD part of SBCFD INCIDENT  
REPORT I092921-56079 Dated  
9/29/21 TAKEN 1:57PM



Pole 1801326E transformer and pole covered in tree growth distribution conductors and our service conductor

TAKEN BY SBCFD 1:57pm 9/29/21

tree onsite

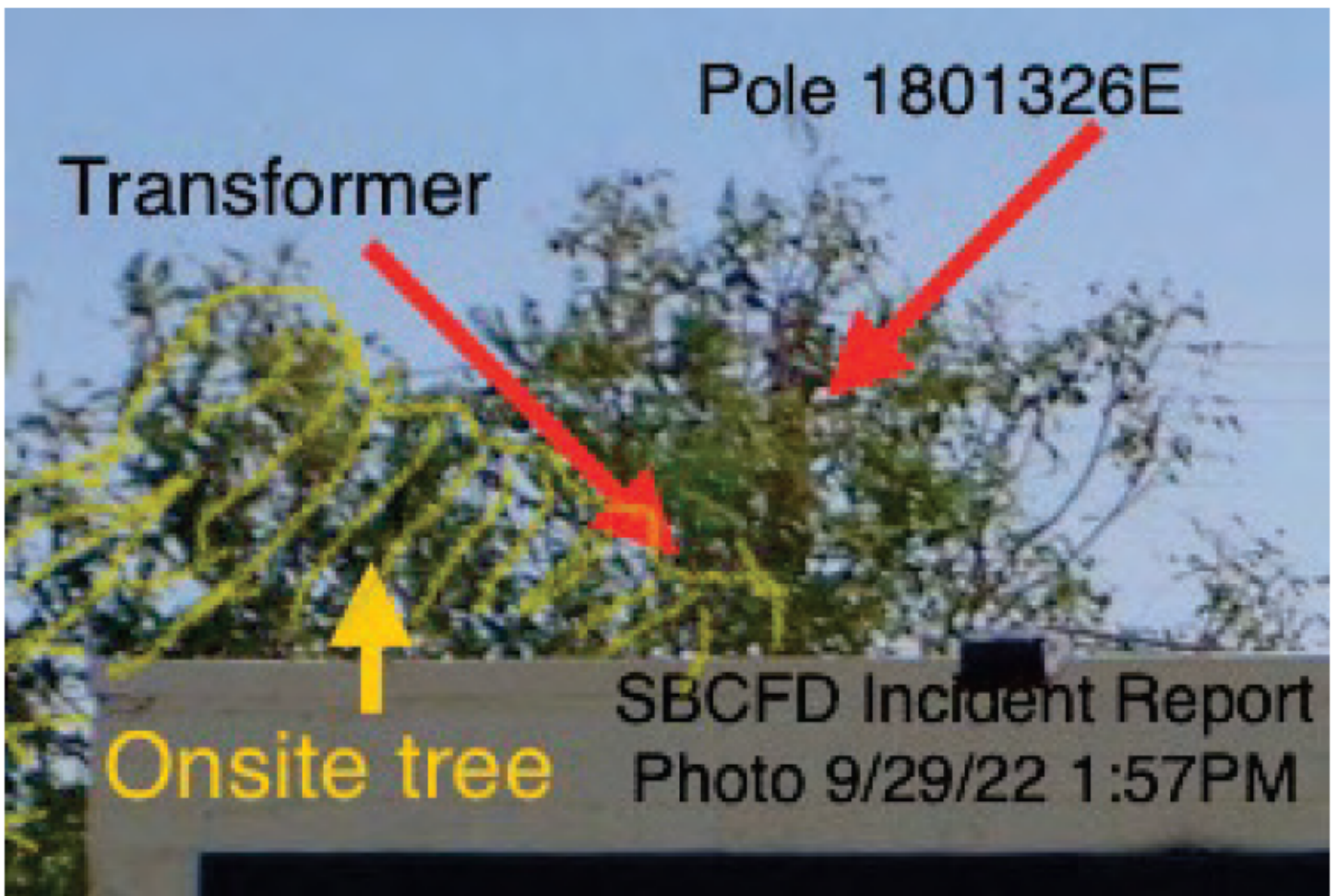


Pole 1801326E

Transformer

Onsite tree

SBCFD Incident Report  
Photo 9/29/22 1:57PM



BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT G

EXHIBIT G  
PHOTOS SCE POLE 1801326E  
POLE THAT SERVED PROPERTY 56001  
29 PALMS HWY YUCCA VALLEY , CA  
CURRENT CONDITION as of  
JUNE 2025



# POLE 11801326E

## Current Photos





EXHIBIT G page 2





POLE 1801326E  
RECENT JUNE 2025  
Condition



BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT H



EXHIBIT H  
PHOTOS SCE POLE 4878062E  
CURRENT CONDITION  
JUNE 2025

# POLE 4878062E

## Current Photos



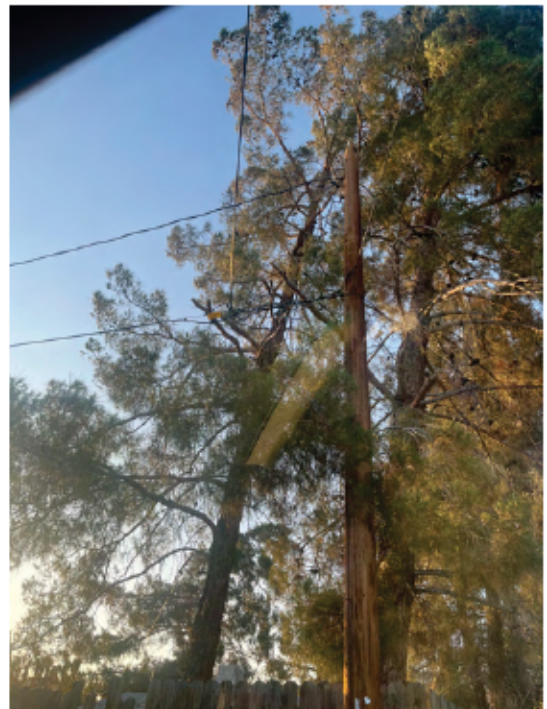
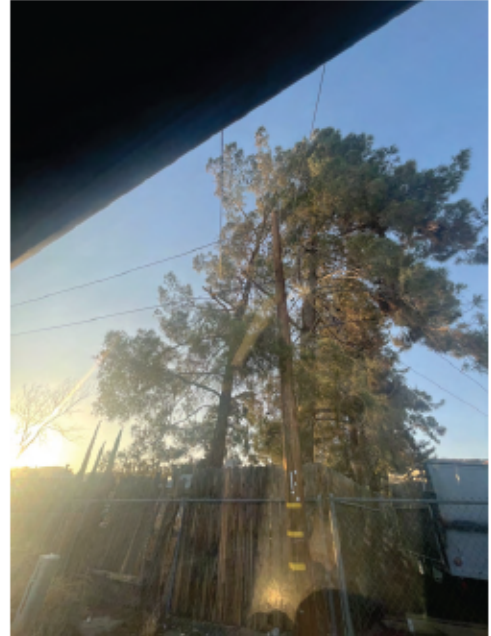
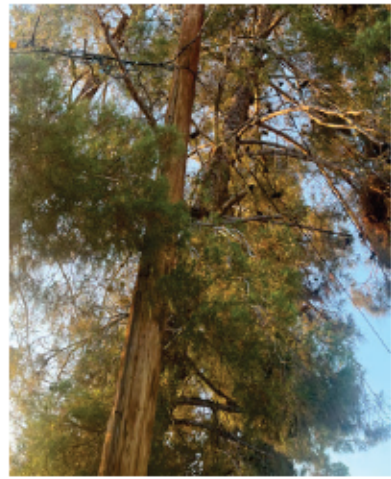


EXHIBIT H page 2





Within 1/16th of mile  
Of 56001 29 Palms Hwy  
Yucca Valley 6/24/2025  
HFTD TIER 2 MAP



BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT -1

1.

Stipulated between SCE & Joe Lack  
Without knowledge and Consent



WALTER J. LACK, ESQ. (SBN 57550)  
JOSEPH A. LACK, ESQ. (SBN 249745)  
CHRISTOPHER A. KANNE, ESQ. (SBN 289531)  
**ENGSTROM, LIPSCOMB & LACK**  
11601 WILSHIRE BLVD., 14TH FLOOR  
LOS ANGELES, CA 90025-1744  
TELEPHONE: (310) 552-3800  
FACSIMILE: (310) 552-9434  
Attorney for Plaintiffs

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JAN 24 2025

*Wendy Blanchard*  
WENDY BLANCHARD, Deputy

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**

HOLLY CARLYLE, individually and dba  
DESERT CURIOS; and JEFF BURGESS,  
individually and dba DESERT CURIOS,

Plaintiffs,

vs.

SOUTHERN CALIFORNIA EDISON  
COMPANY, a California Corporation; and DOES  
1-20, inclusive,

Defendants.

CASE NO. CIVSB2302343

*[Assigned to the Hon. Michael A. Sachs;  
Dept. S28]*

**STIPULATED MOTION TO  
CONTINUE TRIAL DATE AND  
[PROPOSED] ORDER**

\$20.00  
SC-2025-02013

Complaint Filed: January 12, 2023

Trial Date: March 10, 2025

**TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF  
RECORD:**

Plaintiffs Holly Carlyle, individually and dba Desert Curios, and Jeff Burgess,  
individually and dba Desert Curios ("Plaintiffs,,"), and Defendant Southern California Edison  
Company ("Defendant,,"), through their respective counsel, respectfully submit this stipulated  
motion to continue the trial date currently set for March 10, 2025.

473342

1

*Carlyle v. So. Cal. Edison, et al.*

**STIPULATED MOTION TO CONTINUE TRIAL DATE AND [PROPOSED] ORDER**

## I. INTRODUCTION

The parties have conferred and agree that a continuance of the trial date is necessary to facilitate the orderly progression of this matter, ensure adequate trial preparation, promote judicial efficiency, and mediate the case privately no later than May 1, 2025. The Parties are meeting and conferring on a mediator and a date for mediation. This stipulation is made in good faith and is not intended to delay the proceedings or prejudice any party.

## II. LEGAL AUTHORITY

Pursuant to Rule 3.1332 of the California Rules of Court, the Court has discretion to grant a continuance of the trial date upon a showing of good cause or a stipulation by the parties. The parties respectfully request that the Court exercise its discretion to approve this stipulation and reset the readiness conference and trial date to a mutually agreeable date, allowing sufficient time for both parties to prepare their respective cases.

## III. STIPULATION

The parties agree as follows:

1. The current trial readiness conference set for March 6, 2025 and the trial date of **March 10, 2025** shall be vacated and continued to a date not sooner than **September 10, 2025**, subject to the Court's availability.
2. Fact discovery is closed with the exception of fact discovery already served as of January 16, 2025. Any deposition already noticed may be re-scheduled and taken up to 30 days before any new trial date.
3. The parties will respond to all written discovery pending on or before 30 days before any new trial date.
4. The parties will exchange expert information on January 29, 2025, and expert discovery cut-offs will run with the new trial date.

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1 **IV. CONCLUSION**

2 For the reasons set forth above, the parties respectfully request that the Court enter an order  
3 continuing the trial date as stipulated herein.

4  
5 **Respectfully Submitted,**

6  
7 **DATED: January 16, 2025**

8 **ENGSTROM, LIPSCOMB & LACK**

9 By 

10 **WALTER J. LACK, ESQ.**  
11 **JOSEPH A. LACK, ESQ.**  
12 **CHRISTOPHER A. KANNE, ESQ.**  
13 **Attorneys for Plaintiffs**

14 **DATED: January 16, 2025**

15 **SOUTHERN CALIFORNIA EDISON COMPANY**

16 By 

17 **MICHAEL J. BARRETT, ESQ.**  
18 **Attorneys for Defendant**



1 Upon consideration of the parties' Stipulated Motion to Continue Trial Date, and good cause  
2 appearing:

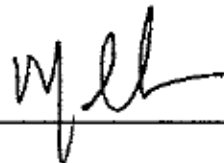
3  
4 IT IS HEREBY ORDERED:

- 5 1. The current trial readiness conference set for March 6, 2025, is vacated and continued to  
6 Sept 18, 2025
- 7 2. The current trial date of **March 10, 2025** shall be vacated and continued to  
8 Sept 22, 2025
- 9 3. Fact discovery is closed with the exception of fact discovery already served as of January 16,  
10 2025. Any deposition already noticed may be re-scheduled and taken up to 30 days before  
11 any new trial date.
- 12 4. The parties will respond to all written discovery pending on or before 30 days before any  
13 new trial date.
- 14 5. The parties will exchange expert information on January 29, 2025, and expert discovery cut-  
15 offs will run with the new trial date.
- 16  
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18 IT IS SO ORDERED.

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21  
22 DATED: 1-24-25

  
23 Hon. Michael A. Sachs  
24 Judge of the Superior Court  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA           )  
  )  
COUNTY OF LOS ANGELES       )

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 11601 Wilshire Boulevard, 14<sup>th</sup> Floor, Los Angeles, California 90025-1744.

On January 16, 2025, the foregoing document described as: **"STIPULATED MOTION TO CONTINUE TRIAL DATE AND [PROPOSED] ORDER"** has been served on interested party(ies) in this action as follows:

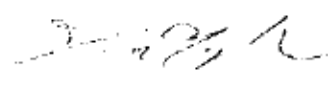
Michael J. Barrett, Esq.  
Southern California Edison  
2244 Walnut Grove Avenue  
3<sup>rd</sup> Floor  
Rosemead, CA 91770  
Telephone No: (626) 302-6885  
Facsimile No.: (626) 302-6997  
Email: [michael.barrett@sce.com](mailto:michael.barrett@sce.com)  
[claims litigation@sce.com](mailto:claims litigation@sce.com)

*Attorneys for Defendants,*  
**SOUTHERN CALIFORNIA EDISON  
COMPANY**

☒ BY EMAIL/ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 16, 2025** at Los Angeles, California.

  
\_\_\_\_\_  
Ziba Nava Sharim

BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT 1-2



2.

CCP998 Offer to Settle Made  
Without Knowledge or Consent

WALTER J. LACK, ESQ. (SBN 57550)  
JOSEPH A. LACK, ESQ. (SBN 249745)  
CHRISTOPHER A. KANNE, ESQ. (SBN 289531)  
**ENGSTROM, LIPSCOMB & LACK**  
11601 WILSHIRE BLVD., 14TH FLOOR  
LOS ANGELES, CA 90025-1744  
TELEPHONE: (310) 552-3800  
FACSIMILE: (310) 552-9434  
Attorney for Plaintiffs

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

HOLLY CARLYLE, individually and dba  
DESERT CURIOS; and JEFF BURGESS,  
individually and dba DESERT CURIOS,

Plaintiffs,

vs.

SOUTHERN CALIFORNIA EDISON  
COMPANY, a California Corporation; and DOES  
1-20, inclusive,

Defendants.

CASE NO. CIVSB2302343

*[Assigned to the Hon. Michael A. Sachs;  
Dept. S28]*

**PLAINTIFFS' OFFER TO  
COMPROMISE TO DEFENDANT  
SOUTHERN CALIFORNIA EDISON,  
PURSUANT TO CODE OF CIVIL  
PROCEDURE §998**

Complaint Filed: January 12, 2023

Trial Date: March 10, 2025

TO DEFENDANT SOUTHERN CALIFORNIA EDISON COMPANY AND ITS COUNSEL OF  
RECORD:

Plaintiffs, **Holly Carlyle, individually and dba Desert Curios, and Jeff Burgess,**  
**individually and dba Desert Curios,** hereby make this Offer to Compromise pursuant to California  
Code of Civil Procedure §998.

1. **Amount of Offer:** Plaintiffs offer to settle all claims against Defendant Southern  
California Edison Company for the total sum of **\$149,000** inclusive of all damages,  
attorneys' fees, costs, and any other relief recoverable in this action.

473364

1

*Carlyle v. So. Cal. Edison, et al.*

**PLAINTIFFS' OFFER TO COMPROMISE TO DEFENDANT SOUTHERN CALIFORNIA EDISON,  
PURSUANT TO CODE OF CIVIL PROCEDURE §998**

1           **2. Terms and Conditions:**

- 2           ○ Upon acceptance of this offer, Defendant shall pay the sum of **\$149,000** to Plaintiffs
- 3           within 30 days of acceptance.
- 4           ○ Defendant shall execute a release agreement, mutually agreeable to the parties,
- 5           releasing Plaintiffs from any and all claims or demands arising from the facts alleged
- 6           in the complaint.
- 7           ○ Defendant shall dismiss any pending motions and stipulate to the entry of a dismissal
- 8           with prejudice as to all claims in this matter.

9           **3. Acceptance Period:** This offer is open for acceptance until **February 14, 2025**, after

10          which it shall be deemed withdrawn unless accepted in writing before the expiration of

11          this period.

12          **4. Costs and Fees:** Should Defendant fail to accept this offer and Plaintiffs obtain a more

13          favorable judgment or award, Plaintiffs reserve the right to seek recovery of allowable

14          costs and expert witness fees as permitted under California Code of Civil Procedure

15          §998.

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1 **NOTICE OF CONSEQUENCES**

2 Pursuant to California Code of Civil Procedure §998, if Defendant does not accept this offer  
3 and Plaintiffs obtain a judgment or award more favorable than this offer, Defendant may be  
4 required to pay Plaintiffs' reasonable costs incurred from the time of this offer, including expert  
5 witness fees, and interest on the judgment

6  
7  
8 DATED: January 14, 2025

**ENGSTROM, LIPSCOMB & LACK**

9  
10 By 

WALTER J. LACK, ESQ.

JOSEPH A. LACK, ESQ.

CHRISTOPHER A. KANNE, ESQ.

**Attorneys for Plaintiffs**

**Holly Carlyle, individually and dba Desert  
Curios; and Jeff Burgess, individually and  
dba Desert Curios**

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19 **ACCEPTANCE OF OFFER**

20 Defendant, SOUTHERN CALIFORNIA EDISON, hereby accepts the above offer on the  
21 terms stated.

22  
23 DATED: \_\_\_\_\_

\_\_\_\_\_  
24 Michael J. Barrett, Esq.

25 Attorneys for Defendant,

26 SOUTHERN CALIFORNIA EDISON  
27  
28

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 11601 Wilshire Boulevard, 14<sup>th</sup> Floor, Los Angeles, California 90025-1744.

On January 14, 2025, the foregoing document described as: **"PLAINTIFFS' C.C.P. §998 OFFER TO COMPROMISE TO DEFENDANT SOUTHERN CALIFORNIA EDISON"** has been served on interested party(ies) in this action as follows:

Michael J. Barrett, Esq.  
Southern California Edison  
2244 Walnut Grove Avenue  
3<sup>rd</sup> Floor  
Rosemead, CA 91770  
Telephone No: (626) 302-6885  
Facsimile No.: (626) 302-6997  
Email: [michael.barrett@sce.com](mailto:michael.barrett@sce.com)  
[regina.turner@sce.com](mailto:regina.turner@sce.com)  
[claimslit@sce.com](mailto:claimslit@sce.com)

*Attorneys for Defendants,  
SOUTHERN CALIFORNIA EDISON  
COMPANY*

☒ BY EMAIL/ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 14, 2025** at Los Angeles, California.



Ziba Nava Sharim

PATRICIA A. CIRUCCI, State Bar No. 210574  
**MICHAEL J. BARRETT, State Bar No. 207600**  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 Walnut Grove Avenue, 3<sup>rd</sup> Floor  
Rosemead, California 91770  
Telephone: 626-302-6951  
Facsimile: 626-302-6997  
Email: [michael.barrett@sce.com](mailto:michael.barrett@sce.com)  
eService: [claimslit@sce.com](mailto:claimslit@sce.com)

Attorneys for Defendant  
SOUTHERN CALIFORNIA EDISON COMPANY

***SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO***

HOLLY CARLYLE, individually and dba  
DESERT CURIOS; and JEFF BURGESS,  
individually and dba DESERT CURIOS,

Plaintiffs,

v.

SOUTHERN CALIFORNIA EDISON  
COMPANY, and DOES 1 through 20,  
inclusive,

Defendants.

Case No. CIVSB2302343  
[Case assigned to the Hon. Michael A.  
Sachs; Dept. S28]

**SOUTHERN CALIFORNIA EDISON  
COMPANY'S OFFER TO PLAINTIFF  
HOLLY CARLYLE TO COMPROMISE  
PURSUANT TO CALIFORNIA CODE  
OF CIVIL PROCEDURE § 998**

Complaint Filed: January 12, 2023  
Trial Date: March 10, 2025

TO PLAINTIFF HOLLY CARLYLE, individually and dba DESERT CURIOS, AND  
TO HER ATTORNEYS OF RECORD HEREIN:

Defendant Southern California Edison Company ("Edison") hereby offers to settle the  
claims of Plaintiff HOLLY CARLYLE, individually and dba DESERT CURIOS, for a total of  
two thousand five hundred dollars (\$2,500.00) in exchange for the dismissal with prejudice of  
her Complaint against Edison, each party to bear their own fees and costs pursuant to  
California Code of Civil Procedure Section 998.

Acceptance of this offer shall be written and served on the undersigned within the time  
specified in Code of Civil Procedure Section 998. Plaintiff is advised, pursuant to Code of Civil



1 Procedure Section 998, that if this offer is not timely accepted, it is considered withdrawn, and if  
2 Edison obtains a more favorable judgment or award, Plaintiff shall pay Edison's costs from the  
3 time of the offer. In addition, the court may require Plaintiff to pay a reasonable sum to cover  
4 costs of the services of expert witnesses, who are not regular employees of any party, actually  
5 incurred and reasonably necessary in preparation for trial of the case by Edison, as well as other  
6 costs.

7  
8 DATED: January 17, 2025

PATRICIA A. CIRUCCI  
MICHAEL J. BARRETT

9  
10 By: 

Michael J. Barrett  
Attorneys for Defendant  
Southern California Edison Company

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14 **ACCEPTANCE OF OFFER**

15 PLAINTIFF HOLLY CARLYLE, individually and dba DESERT CURIOS, AND TO HER  
16 ATTORNEYS OF RECORD HEREIN:  
17  
18 ACCEPTS THE OFFER ON THE TERMS STATED.

19  
20 Dated:

21 By: \_\_\_\_\_

22  
23 [Print name:] \_\_\_\_\_

24 For: PLAINTIFF HOLLY CARLYLE, individually and dba DESERT CURIOS, AND TO  
25 HER ATTORNEYS OF RECORD HEREIN:  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES

I am employed in the county aforesaid; I am over the age of 18 years and not a party to the within action; my business address is 2244 Walnut Grove Avenue, Rosemead CA 91770. On **January 17, 2025**, I served the documents listed below on the parties in this action as follows:

**DOCUMENT(S) SERVED: SOUTHERN CALIFORNIA EDISON COMPANY'S  
OFFER TO PLAINTIFF HOLLY CARLYLE TO  
COMPROMISE PURSUANT TO CALIFORNIA  
CODE OF CIVIL PROCEDURE § 998**

**SEE SERVICE LIST: SEE ATTACHED SERVICE LIST**

- ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Rosemead, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- ☒ (BY E-SERVE) I caused to be transmitted the document(s) described herein via the email address(es) listed on the attached service list.
- ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by Pacific Couriers to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of Southern California Edison Company for collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 17, 2025**, at San Dimas, California.



---

MICHELLE CORTEZ

**SERVICE LIST**

**Carlyle v. Southern California Edison Company (LA2023000166)**  
**[San Bernardino Superior Court; Case No. CIVSB2302343]**

Walter J. Lack, Esq. Joseph A. Lack, Esq. Christopher A. Kanne, Esq. <b>ENGSTROM, LIPSCOMB &amp; LACK</b> 11601 Wilshire Boulevard, 14th Floor Los Angeles, California 90025-1744 Tel: (310) 552-3800 Fax: (310) 552-9434 E-mail: <a href="mailto:jlack@elllaw.com">jlack@elllaw.com</a> E-mail: <a href="mailto:ckanne@elllaw.com">ckanne@elllaw.com</a>	<i>Attorneys for Plaintiffs</i>
--	---------------------------------



PATRICIA A. CIRUCCI, State Bar No. 210574  
**MICHAEL J. BARRETT, State Bar No. 207600**  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 Walnut Grove Avenue, 3<sup>rd</sup> Floor  
Rosemead, California 91770  
Telephone: 626-302-6951  
Facsimile: 626-302-6997  
Email: [michael.barrett@sce.com](mailto:michael.barrett@sce.com)  
eService: [claimslit@sce.com](mailto:claimslit@sce.com)

Attorneys for Defendant  
SOUTHERN CALIFORNIA EDISON COMPANY

***SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO***

HOLLY CARLYLE, individually and dba  
DESERT CURIOS; and JEFF BURGESS,  
individually and dba DESERT CURIOS,

Plaintiffs,

v.

SOUTHERN CALIFORNIA EDISON  
COMPANY, and DOES 1 through 20,  
inclusive,

Defendants.

Case No. CIVSB2302343  
[Case assigned to the Hon. Michael A.  
Sachs; Dept. S28]

**SOUTHERN CALIFORNIA EDISON  
COMPANY'S OFFER TO PLAINTIFF  
JEFF BURGESS TO COMPROMISE  
PURSUANT TO CALIFORNIA CODE  
OF CIVIL PROCEDURE § 998**

Complaint Filed: January 12, 2023  
Trial Date: March 10, 2025

TO PLAINTIFF JEFF BURGESS, individually and dba DESERT CURIOS, AND TO  
HIS ATTORNEYS OF RECORD HEREIN:

Defendant Southern California Edison Company ("Edison") hereby offers to settle the  
claims of Plaintiff JEFF BURGESS, individually and dba DESERT CURIOS, for a total of two  
thousand five hundred dollars (\$2,500.00) in exchange for the dismissal with prejudice of his  
Complaint against Edison, each party to bear their own fees and costs pursuant to California  
Code of Civil Procedure Section 998.

Acceptance of this offer shall be written and served on the undersigned within the time  
specified in Code of Civil Procedure Section 998. Plaintiff is advised, pursuant to Code of Civil

1 Procedure Section 998, that if this offer is not timely accepted, it is considered withdrawn, and if  
2 Edison obtains a more favorable judgment or award, Plaintiff shall pay Edison's costs from the  
3 time of the offer. In addition, the court may require Plaintiff to pay a reasonable sum to cover  
4 costs of the services of expert witnesses, who are not regular employees of any party, actually  
5 incurred and reasonably necessary in preparation for trial of the case by Edison, as well as other  
6 costs.

7  
8 DATED: January 17, 2025

PATRICIA A. CIRUCCI  
MICHAEL J. BARRETT

9  
10 By: 

Michael J. Barrett  
Attorneys for Defendant  
Southern California Edison Company

11  
12  
13  
14 **ACCEPTANCE OF OFFER**

15 PLAINTIFF JEFF BURGESS, individually and dba DESERT CURIOS, AND TO HIS  
16 ATTORNEYS OF RECORD HEREIN:  
17  
18 ACCEPTS THE OFFER ON THE TERMS STATED.

19  
20 Dated:

21 By: \_\_\_\_\_

22  
23 [Print name:] \_\_\_\_\_

24 For: PLAINTIFF JEFF BURGESS, individually and dba DESERT CURIOS, AND TO HIS  
25 ATTORNEYS OF RECORD HEREIN:  
26  
27  
28

**PROOF OF SERVICE**

STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES

I am employed in the county aforesaid; I am over the age of 18 years and not a party to the within action; my business address is 2244 Walnut Grove Avenue, Rosemead CA 91770. On **January 17, 2025**, I served the documents listed below on the parties in this action as follows:

**DOCUMENT(S) SERVED: SOUTHERN CALIFORNIA EDISON COMPANY'S  
OFFER TO PLAINTIFF JEFF BURGESS TO  
COMPROMISE PURSUANT TO CALIFORNIA  
CODE OF CIVIL PROCEDURE § 998**

**SEE SERVICE LIST: SEE ATTACHED SERVICE LIST**

- ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Rosemead, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- ☒ (BY E-SERVE) I caused to be transmitted the document(s) described herein via the email address(es) listed on the attached service list.
- ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by Pacific Couriers to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of Southern California Edison Company for collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 17, 2025**, at San Dimas, California.



---

MICHELLE CORTEZ

**SERVICE LIST**

**Carlyle v. Southern California Edison Company (LA2023000166)**

**[San Bernardino Superior Court; Case No. CIVSB2302343]**

Walter J. Lack, Esq. Joseph A. Lack, Esq. Christopher A. Kanne, Esq. <b>ENGSTROM, LIPSCOMB &amp; LACK</b> 11601 Wilshire Boulevard, 14th Floor Los Angeles, California 90025-1744 Tel: (310) 552-3800 Fax: (310) 552-9434 E-mail: <a href="mailto:jlack@elllaw.com">jlack@elllaw.com</a> E-mail: <a href="mailto:ckanne@elllaw.com">ckanne@elllaw.com</a>	<i>Attorneys for Plaintiffs</i>
--	---------------------------------



BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025  
EXHIBIT I-3

3.

Emails with Attorney Joe Lack regarding  
Mediation rejection may 6th,2025 and  
unauthorized CCP998 offers to settle and  
stipulations discovered in mediation brief.

MEDIATION BRIEF AVAILABLE UPON LEGAL  
EXCEPTION IN FULL  
FULL CHRONOLOGICAL EMAIL  
COMMUNICATIONS AVAILABLE

**From:** Holly Carlyle  
hollyacarlyle@icloud.com  
**Subject:** Re: [EXTERNAL] Mediation  
- YESTERDAY  
**Date:** May 7, 2025 at 10:32:18 AM  
**To:** Joe Lack jlack@elllaw.com  
**Cc:** Jeff Burgess jeffthebroker@aol.com

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And without making this about whether or not I trust you, Joe. Do you not see wear allowing our mediator to persue discussion with the defendant for amounts substantially below our cost to clean the lot HARM OUR NEGOTIATION? Do you not understand that discussions in the range compromise the integrity of REAL LOSSES in our negotiation? Please Joe, we are asking you to- now for a 4th time- to contact the mediator and end any discussion inclusive of amounts at all. I have to say, I am starting to question it all. Our time would be better spent DEPOSING RECORDS FROM THE CPUC for the report SCE WAS REQUIRED TO DO ON OUR PROPERTY. PLEASE JOE.

Sent from my iPhone

On May 7, 2025, at 9:39 AM, Joe Lack  
<[jlack@elllaw.com](mailto:jlack@elllaw.com)> wrote:

Holly:

Your email absolutely disregards everything I have ever told you. I told you about our next moves. I told you why the depositions were moved after the mediation. I told you this mediation was about trying to learn of their defenses. And I told you that they weren't even looking at the 'connection point'; they were just trying to see if there was ANY money that could be put on the table that would make this go away, that it was NON-BINDING.



I explained NON-BINDING to you many times. Everything said yesterday was confidential and no mention of settlement talks was to be used against either party moving forward. I have explained this case was all about proving liability, and not to be so help up on damages.

I have explained everything to you and Jeff many many times. I put together a very exhaustive brief which you both felt was very good. I told you my willingness to take this forward because I believed in your case, but that it was my ethical duty to relay a written offer to you.

This is all you twisting all my statements in a way that shows you have no trust in me.

I have every intention of saying no to the mediators proposal tomorrow, per your intentions.

I explained to you the layout of what to expect moving forward, my next steps, and what we may expect to receive from defense counsel as trial approaches.

You left yesterday's meeting where I sat down with Jeff and explained what to expect moving forward. You missed everything that was said, and then accused me of not telling you everything.

You keep interrupting me and do not listen to what I am trying to lay out for you. It is precisely why I

wanted to give you two days to seriously consider the ramifications of saying no to the mediator's proposal.

Joe Lack, Esq.  
(310) 552-3800 x317 wk  
(213) 447-8799 cel  
[www.elllaw.com](http://www.elllaw.com)

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**From:** Holly Carlyle <[hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com)>  
**Sent:** Wednesday, May 7, 2025 9:01 AM  
**To:** Joe Lack <[jack@elllaw.com](mailto:jack@elllaw.com)>; Jeff Burgess <[jeffthebroker@aol.com](mailto:jeffthebroker@aol.com)>  
**Subject:** [EXTERNAL] Mediation - YESTERDAY

Hi Joe, Jeff and I have a very long discussion last night after our exchange. We hope that you were able to communicate to the mediator that whatever was discussed is a hard no and that all has been ya

External ([hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com))

Hi Joe,  
Jeff and I have a very long discussion last night after our exchange. We hope that you were able to communicate to the mediator that whatever was discussed is a hard no and that all has been yanked from the table. We are in the process of making contact with the CPU Ct his morning , and how to proceed professionally as we are at a



point where we are making some decisions about whether or not to shut the business down as we will not be able to make it thru the summer in the current climate with no savings.or attempt to continue to operate.

There are some specific issues that need to be addressed regarding our case that after discussing them last night , feel we need to address and findout where the disconnect is with our communication to you and what we can expect in the future relating to being able or having the tools to prove the case.

1. The brief submitted to the mediator for our May 6th mediation notes in SECTION VII “Settlement Discussions”, we were first informed that in early of 2025, per CCP998,

written offers of compromise were exchanged in the form of settlement amounts without our expressed consent or knowledge. In fact, the first we were informed that this happened was in this brief submitted and the amount was substantially lower than costs of expenditures and losses forwarded two years earlier.

We feel like this previous discussion with defendants about settlement amounts harmed any chances of settlement on May 6th as not only was it a question by the mediator for the amount increase. This mediator also responded by telling you in private conversation that he didn't believe our case was worth more than 800K after telling us earlier in the day that the other side was NOT questioning the amount listed as

losses. This became especially concerning after no more discussion with the mediator occurred between Jeff or myself for the rest of the day but it was noted you did come back in to the conference room and told us that no jury would award us more than 800k for the case as though the 2.2M demand included in the brief was frivolous because you apparently did not concur with your brief that the case was actually in a position to demand it then or ever. It was questioned on why a jury would not award substantiated losses to which you offered no real explanation. You can understand our concern when you then said a jury wouldn't award the case 800k or even a million. Confused as to why a jury would award a case with a substantiated accounting of loss, I explained if I need a more

detailed inventory list with pictures, I could provide one as the list was incomplete and the items were not valued at fair market value with mark-up but with the value that I purchased these without sales valuation mark up. After speaking again to the mediator, you then asked us if we would accept 75k to which we told you No. After discussing undisclosed information with the mediator again outside of our privy, we then received an email proposal on our way home which we told you prior that we would not accept.

You told us you would “feel better” if you kept this offer out there for us but we told you that it doesn’t cover the cost to clean the lot after the fire and the answer was no. You can see why it appears as though the losses are now being seen



grossly overestimated due to this unconsented previous discussion regarding any settlement amounts in early 2025. Any discussion of a settlement or any amount, we would have expected at least a previous discussion to let us know or see if we were okay with any discussion at that time - all notwithstanding whether or not we thought they would take it or not. This has relinquished something to SCE that we never wanted to convey and had never even spoke about to you - any sort of settlement especially one so low it wouldn't cover our losses or costs.

1. You have been telling us for months that no hard evidence exists to substantiate SCEs liability for the fire. Actually the words were specifically via email, "you are going to hate it-

but no hard evidence”. However, after requesting discovery for two crucial pieces of hard evidence that could prove this case, two years ago , SCE either did not respond to the following or gave incomplete meaningless information to which we are still missing:

- a. The meter data for our meter the 24 hours leading up to the time fire that would show voltage anomalies consistent with arc faulting and open phase conditions leading up and after the fire. We continue to be reminded of our lack of evidence and it hasn’t gone unnoticed that you have not motioned to compel discovery through the judicial system yet continue to state we have no hard evidence. During today’s mediation that was not fruitful, that lack of meter data harmed our

case and prevented any fruitful mediation discussions as SCE still holds the only evidence that can prove the case. Why are we not compelling discovery, asking for sanctions or even moving for a default judgement or summary judgement since apparently there is no dispute that the information from the meter in the 24 hours leading up to the fire shows evidence of arc faults as a result of a phase to phase or phase to ground arcing event that sheared the secondary service conductor. Going to mediation with this information would certainly have compelled a more receptive response to settlement. b.). It was requested during discovery that all maintenance records be turned over relating to the property. This

would include all detailed inspections for overhead services as a whole as required on a more frequent basis as our property had additional and more frequent inspection requirements due this buildings location in the CPUC Tier 2 HFTD mapping. As you spoke earlier in the day regarding negligence and the limited ability to prove SCEs negligence or more concerning- our mediators comments about establishing negligence - it is hard to overlook that you have not compelled discovery for this information as previously requested for this very maintenance and age information that could establish their negligence. You stated that you knew that the cable had been replaced but couldn't confirm the type of cable or exactly when. Neither Jeff



or myself were aware that SCE had provided this maintenance information. In fact, we have continued to believe that they did not provide this information and you can see why it leads us to question how would or could we know any of this information without compelling discovery of the records and why haven't we done that ? These are crucial to establishing negligence and SCE's breach of duty of care to us. Why haven't we seen this information if it exists? C. There is a "Request for Admission" document sent out SCE that was never responded to. Why have we not compelled discovery after SCEs failure to respond. Evidentiary sanctions are available and would definitely have made a case for settlement a more desirable

resolution. We continue to be told that we - again- have no hard evidence. So you can understand our concern as to why we are not forcing SCE to provide it through motions to compel this crucial information. In fact, it feels like as clients, the lack of these crucial pieces of evidence are the grounds being used to convince us to settle at a lower amount - “no hard evidence”. And these things have affected our ability to meaningfully mediate any sort of settlement without these things .

1. There are real issues relating to SCEs failure and motive not to report this reportable incidence to the CPUC. A. CPUC Resolution E4184 clearly defines reportable

events which our fire clearly falls within. Although I have brought this up previously as these other avenues in which to gain information needed to prove this case. The CPUC definition of what makes a fire event reportable are not contingent upon whether SCE or other utilities deem them reportable events. This type of negligence in reporting this event to the utility regulatory agency also breaches SCE's duty of care to customer. These rules are not to determine fault but to determine if SCE is following its own rules and the resolutions and orders of the CPUC. THIS IS TO KEEP THE PUBLIC SAFE AND TO ENSURE THESE EVENTS do not occur. As they did in Hemet where there was a secondary line that failed and the down

live line caught surround property on fire . This fire was not reported to the CPUC who were alerted by attorneys . The CPUC determined it was a reportable event that SCE DID NOT REPORT. LESS THAN 60 miles from our building. Not long after our fire occurred. This has been settled AND THE CPUC have sanctioned fines . So you can see why it's concerning that No questions have been posed to the CPUC regarding this event or the fact that a reportable event occurred and SCE AGAIN failed to report it. And why it was not reported? SCE has yearly reporting of their Safety Metrics of all events - most concerning is the note that executives are incentivized not to report these events in monetary form - the goal would be to



not have the reportable event . But they have used it as incentive to not report the reportable event. In light of accepting an SCE AI employees word that SCE has no internal protocols for reporting events within their own interface for their own electrical grid which is monitored via the SCADA system in real time, why have there been no requests for additional reports with SCE Management itself per CPUC regulatory rules and why have our concerns about their failure to report this reportable event been ignored or even questioned with the regulatory agency itself? Again, in light that we have been told we lack hard “evidence” to establish liability or negligence, you could see where CPUC reporting would be crucial .

2. As it relates to liability for SCE service facilities to the point of delivery- there are no questions per Rule 16 as to who is responsible upstream of the point of service delivery at the meter. Notwithstanding who pays for the equipment or provides or installs- rule 16 is clear that SCE will not deliver electricity to customer on equipment it does not own. These are not my rules- but you can see why it would be concerning to hear that there is case law that establishes a building owners maintenance responsibility upstream of the meter. SCE does not take this liability for the safety of others trying to maintain overhead services lightly - prior to the point of service delivery at the meter. In fact, SCE does not deliver electrical service to

customers via equipment they do not own or maintain- no matter who installs or buys it. This is relevant because once again- we are being told that somehow failure of service facilities before the point of service delivery (our meter) is someone else's other than SCES responsibility. And SCE rule 16 says otherwise . It's not my intention to be adversary. I only want to make sure we all understand SCE's rules and if there is case law regarding SCE establishing a building owner to maintain equipment prior to the meter- we should discuss it. And not use it as a reason NOT to compel discovery or address potential defenses by SCE. It would be short sighted.

3. We were not aware that the expert hired to

evaluate the photos and SCE METER DATA was not an professional engineer or forensic fire investigator or that his opinion would be questioned due to his qualifications or what SCE sees as a lack thereof. You can understand why we would be concerned not understanding the implications of using his opinion and question the reason he would be used when his testimony would be questioned if taken to court as our expert. Is there a reason? Maybe it our lack of understanding of “expert” opinions as far as judicial rules are concerned but it appears that the intention was never to go to court with his opinions? Listening today, are we correct in assuming that our expert is being questioned on his credentials? This is a crucial part of our



case so you can see why we would be dumbfounded if that was the case.

4. And then after sending sketches of the layout of the patio. In several occasions, we are being asked if any flammable solvents were being stored outside the wall. The answer is no. And it appears you need us to take a few days to remember that our answer is no. You can see why we would question your trust in our ability to remember critical things about our business. Why are our answers not being accepted relating to certain things. Like it appears we are not being forthcoming. As I stated before- we have nothing to hide other than our embarrassment at being as destitute as we have ever been. But we addressed it. We are not liars and have no reason to

withhold anything from you. And believe me, we have not. In fact, we are shut down down when reaching out and apparently decisions are being made now affecting facts of the case we haven't been able to acquire. So you can understand how we see that it appears when our memory and accuracy are being questioned after we thought this information had been seen, acknowledged, reviewed and considered that we absolutely are confused here. We tried to be very thorough initially with you. I can resend sketches of what was on the patio or other information that you need. And resend all of my emails if necessary because I keep everything if it would help us with this issue. It is beginning to appear more and more that we

potentially may not be communicating forthright with you in a way that relays the brevity of our situation , the information we have , and how vested we are in having a successful outcome without “pissing” you off. It is concerning that we cannot question what has been done or more important, what hasn’t been done. The communication situation is untenable and if we can’t explain to you or tell you our desires without being disregarded or our confidentiality being compromised - without touching feeling like we are implying you aren’t doing your job and you having respect for both Jeff and myself, then please feel free to explain to us how to go about communicating honestly while ensuring we receive proper representation while preserving our attorney client confidentiality in a

way that doesn't affect the outcome of the case. Because my understanding is that you still haven't compelled discovery of those items , contact the CPUC,-while continuing to communicate how we can't prove our case while telling us what our case would be awarded AT MAXIMUM which under the losses . It appears that this was a first mediation for all 3 three us.

It is appearing MM like you dont want to listen or get input or be questioned. And we need to plot how we move forward so we dont lose our case or damage further opportunities for mediation.

Holly

Sent from my iPhone



**From:** Holly Carlyle  
hollyacarlyle@icloud.com  
**Subject:** Re: [EXTERNAL] Re: Carlyle:  
Mediators Proposal  
**Date:** May 6, 2025 at 6:26:35 PM  
**To:** Joe Lack [jlack@elllaw.com](mailto:jlack@elllaw.com)  
**Cc:** Jeff Burgess [jeffthebroker@aol.com](mailto:jeffthebroker@aol.com)

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If it were just as easy as putting down the phone ,  
Joe and waking up tomorrow to a different  
situation. But it's our life It does not go away.  
Jeff asked me to clarify if your comment about  
you being the only one who believes in this case  
pertains to your firm. He is driving and I have  
been reading him our exchange.

Holly  
Sent from my iPhone

On May 6, 2025, at 6:03 PM, Joe Lack  
<[jlack@elllaw.com](mailto:jlack@elllaw.com)> wrote:

Holly: do yourself a favor and put down your

phone for the remainder of today.

Joe Lack, Esq.

(310) 552-3800 x317 wk

(213) 447-8799 cel

[www.elllaw.com](http://www.elllaw.com)

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**From:** Holly Carlyle <[hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com)>

**Sent:** Tuesday, May 6, 2025 5:59 PM

**To:** Joe Lack <[jlack@elllaw.com](mailto:jlack@elllaw.com)>

**Cc:** Jeff Burgess <[jeffthebroker@aol.com](mailto:jeffthebroker@aol.com)>

**Subject:** [EXTERNAL] Re: Carlyle: Mediators Proposal

And please do not send that document anywhere.  
It is not approved We both reject it and want  
NOTHING IN WRITING LIKE THIS TO GET

ANYWHERE. It will hurt any settlement attempt now and in The future. An

External ([hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com))

And please do not send that document anywhere.

It is not approved We both reject it and want NOTHING IN WRITING LIKE THIS TO GET ANYWHERE. It will hurt any settlement attempt now and in The future. And I would hate to mislead anyone now.

Sent from my iPhone

On May 6, 2025, at 3:47 PM, Joe Lack <[jlack@elllaw.com](mailto:jlack@elllaw.com)> wrote:

Holly and Jeff:

Attached is the mediator's proposal for \$75,000. Just making sure you have received the formal proposal. It is valid up till Thursday, May 8 at 5pm, whereupon it is rescinded.

I understand your responses already, but just letting you the door remains open until then.

Thank you,

Joe Lack

ENGSTROM, LIPSCOMB & LACK

11601 Wilshire Blvd; 14<sup>th</sup> Floor

Los Angeles, CA 90025-1744

(310) 552-3800 x317

(310) 552-9434 fax

(213) 447-8799 cel



\*\*\*\*\*

**\*Confidentiality Notice \***

\*\*\*\*\*

This message is intended solely for the use of the addressee(s) and is intended to be privileged and confidential within the attorney client privilege. If you have received this message in error, please immediately notify the sender and delete all copies of this email message along with all attachments. Thank you.

<Form Mediator's Proposal.docx>

**From:** Holly Carlyle  
hollyacarlyle@icloud.com  
**Subject:** Fwd: [EXTERNAL] Re: Carlyle:  
Mediators Proposal  
**Date:** Jun 22, 2025 at 10:32:28 PM  
**To:** Holly Carlyle  
hollyacarlyle@icloud.com

---

**Sent from my iPhone**

**Begin forwarded message:**

**From:** Holly Carlyle <[hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com)>  
**Date:** May 6, 2025 at 6:02:36 PM PDT  
**To:** Joe Lack <[jlack@elllaw.com](mailto:jlack@elllaw.com)>  
**Subject:** Re: [EXTERNAL] Re: Carlyle:  
Mediators Proposal

Thank you Joe for being honest with me .  
Sent from my iPhone

On May 6, 2025, at 5:56 PM, Joe Lack  
<[jlack@elllaw.com](mailto:jlack@elllaw.com)> wrote:

Holly,

Your comments are insulting. You clearly did not listen to ANYTHING I said. Now you are pissing me off. I have been patient and you have twisted everything around. Your email below shows I wasted my entire day talking with you.

I am the only one who believes in your case and is willing to fight for you. But you feel that I am not doing my job???

There is no point talking to you.

**Joe Lack, Esq.**

(310) 552-3800 x317 wk

(213) 447-8799 cel

[www.elllaw.com](http://www.elllaw.com)

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**From:** Holly Carlyle <[hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com)>

**Sent:** Tuesday, May 6, 2025 5:45 PM

**To:** Joe Lack <[jlack@elllaw.com](mailto:jlack@elllaw.com)>

**Cc:** Jeff Burgess <[jeffthebroker@aol.com](mailto:jeffthebroker@aol.com)>

**Subject:** [EXTERNAL] Re: Carlyle: Mediators Proposal

Joe ,Thank you but Jeff sent you a note and left you a message . This isn't something we wanted in writing. As Jeff and I see it, it's offensive. We reject this offer and want you to relay this to the

External ([hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com))



Joe ,

Thank you but Jeff sent you a note and left you a message . This isn't something we wanted in writing. As Jeff and I see it, it's offensive. We reject this offer and want you to relay this to the mediator. Jeff sent you a note hoping you would relay this to the mediator. The answer is A HARD NO. JOE, we relayed our trust in you today. I am not okay with anymore proposals going out in ridiculous amounts. I am concerned in a couple of ways- I asked Jeff if he related/ relayed our okay to make a proposed offer at 145k and he stated he did not. I'm not sure of the disconnect in communication but leaving today, it felt as though you were attempting to get us to consider such an low and frankly offensive

offer as this is what I heard from you:

1. “ A jury would never award your case for what you are asking. Not even close”
2. “He’s giving us 3rd party assessment of what our weaknesses are and because he’s been a judge, he would know”
3. “The accountant at SCE is a b#tch. She is down to the penny but the shareholders love her”.

What I also heard was that the “expert” witness opinion retained is being questioned because he is not a professional engineer and a contractor so that they may need an engineer to refute our “expert.”

I also heard that we have issues proving their

liability. As we are fully aware because if we didn't, they'd be open to settling. They haven't been willing to giving the meter data which I believe will cement their liability so until we get all the items we asked for, making any assessment about how much a jury would award us in court feels forced and offensive. If you didn't believe we had a case or deserved the basic and most critical information asked for in discovery which would have put us in a stronger negotiating position to begin with- I'm not sure I can convince you otherwise. I'm concerned after sharing with you the extent of our losses that anyone would have us considered 75K. Less than the amount we spent cleaning the lot.

And then from a negotiating tactic- our mediator

now believes because of an initial lowball number you said we would settle for is now tinging this mediation negotiation. I believe the mediator thinks we have GROSSLY overestimated our losses and this concerns me as I am now thinking this mediator now has a predetermined amount and somehow we can't substantiate our losses. And honestly, I don't remember talking about 145k offer either which would not have been acceptable then nor is it now.

I have a feeling that there is some intimidation when it comes to talking to the SB fire captain or getting basic information making it appear as though you aren't assured in this theory you and the "expert" have agreed to which is the most concerning thing. I believe this information will



help us and you believe getting it will harm us.

But at this point- it is the missing puzzle pieces for the fire. There were no solvents outside of the building. There are no secrets between Jeff and myself and if I, after 20+ years in the construction industry didn't think we had a case, I wouldn't have called your firm after receiving our fire investigation report. I think we now appear in a weak position when we actually aren't. We just need you to get the regulators or you to get SCE TO PROVIDE us with the information we asked for in discovery and never received. If it benefitted them, we would have had it already.

I'm glad you think we are honest- as you stated- because we have nothing to hide. I'm not trying to get rich- but I'm not leaving unless we can get

whole. I would implore you to trust the information. Demand it. And please do not imply that 75K is the number. Honestly 875k isn't the number. Not in two days. Not now. And I don't feel comfortable with the mediator. He has incomplete information with which is using to ill advise this case.

Now if you don't believe you have a case - at least get your meter and maintenance data before assuming what you cannot know yet and trust that the San Bernardino fire dept investigator onsite the day of the fire isn't going to refute what is written in his own signed affidavit of events.

I sent a copy of SCE Rule 16 and can send rule 15 , rule 2 and the ESR which in know way says

the 100ft max spans for over service extensions are not general rules that can be broken at will without written reasons. I can also send a copy of rule 17 which states the rules of billing. But I in no way, believe anything but that this fire was caused by SCE due to their negligent maintenance and inspections for our building. Now I can also send a copy of E 4184 that clarifies what a CPUC reportable event is and it's clear. It is not left for interpretation. Had the regulatory been involved sooner, we would have that meter data and other records because the SED would have got it first. All I assume to protect the public but who can be sure as I am still floored at what happened today. I didn't think we'd be settling but I didn't think our attorney would be asking us to pretend like 75k is

acceptable in any reality. Jeff left you messages hoping to get to you before allowing the mediator to believe we would even consider 75k but I'll let Jeff speak on his own behalf. Please thank the mediator for his attempt but we should have ended this at 800k and just walked before hearing that our attorney would feel better if we let 75k sit on the table. EVER.

Thank you for your time today. I am beginning to feel that our belief in you may not be reciprocated. I hope that's not the case. Because believe me, I wasn't expecting what happened this afternoon.

HOLLY



Sent from my iPhone

On May 6, 2025, at 3:47 PM, Joe Lack  
<[jlack@elllaw.com](mailto:jlack@elllaw.com)> wrote:

Holly and Jeff:

Attached is the mediator's proposal for \$75,000. Just making sure you have received the formal proposal. It is valid up till Thursday, May 8 at 5pm, whereupon it is rescinded.

I understand your responses already, but just letting you the door remains open until then.

Thank you,

Joe Lack  
ENGSTROM, LIPSCOMB & LACK  
11601 Wilshire Blvd; 14<sup>th</sup> Floor  
Los Angeles, CA 90025-1744  
(310) 552-3800 x317  
(310) 552-9434 fax  
(213) 447-8799 cel

\*\*\*\*\*

**\*Confidentiality Notice \***

\*\*\*\*\*

This message is intended solely for the use of the addressee(s) and is intended to be privileged and confidential within the attorney client privilege. If you have received this message in

error, please immediately notify the sender and delete all copies of this email message along with all attachments. Thank you.

<Form Mediator's Proposal.docx>

BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
FORMAL COMPLAINT  
HOLLY CARLYLE , JEFF BURRGESS  
VS  
SOUTHERN CALIFORNIA EDISON  
SUBMITTED June 24, 2025

EXHIBIT I-4



5.

EMAIL COMMUNICATION WITH Stacey  
Ocampo May 8,2025

**From: Holly Carlyle**

**hollyacarlyle@icloud.com**

**Subject: VIOLATION INVESTIGATION. Follow  
up URGENT**

**Date: May 8, 2025 at 1:29:17 PM**

**To: Stacey.Ocampo@cpuc.ca.gov**

**Cc: Jeff Burgess jeffthebroker@aol.com**

---

Hi Stacey,

Thank you for calling me back today regarding the fire in 2021. I wanted to follow up with link to the media KSEQ Palm Springs archive of media. There is more from their archive. I asked them to post this particular clip after the fire but I will ask for the other coverage as well.



**Fire decimates  
high desert  
antique shop  
Desert Curios,  
owners work to  
start over  
[youtube.com](https://www.youtube.com)**

They serve the entire Coachella valley and this story appeared live in 2021. Their circulation and viewership exceed the threshold of reporting .

The fire caused Hwy 62 to be closed in both directions while firefighting efforts occurred.

GENERAL ORDER 167 and Decision [06-04-055](#), Appendix B outline the Accider Reporting Requirements with defined time limits and defining in item #2 as following what qualifies as a reportable event- it reads per item "2"

"Reportable incidents are those which: (a) result in fatality or personal injury rising to the level of in-patient hospitalization and attributable or allegedly attributable to utility owned facilities; (b) are the subject of significant public attention or media coverage and are attributable or allegedly attributable to utility facilities; or (c) involve damage to property of the utility or others estimated to exceed \$50,000. "

Verbiage removing whether a public utility or general asset owner believed their equipment was attributable was removed from the qualification noted in item c per Item Final resolution E4184.

Our fire involving damage to their secondary distribution line that burned the

building as a complete loss qualifies, without doubt , as a reportable event per COUC General Order 167, decision [06-04-055](#) and per Final Resolution E 4184 requiring SCE to have reported this incident to the CPUC within 2 hours during work hour and within 4 hours of the incident during non business hours and requiring a follow up report within 20 days. This order is crystal clear. And not contingent upon whether or not a party believes they are at fault for the incident. It is our understanding that the CPUC General Orders are not negotiable and that in light of the above, not reporting this fire to the CPUC within 2 hours is a violation of General Order 167. And we believe that the motive to not report this reportable event would be not to open SCE up for other discoverable violations and safety issues relating to maintenance and inspections HIGH FIRE THREAT DISTRICT AREAS in the high desert putting the ENTIRE high desert at risk.

The general order does not give exceptions to what qualifies as a reportable event and SCE and the fire report attached are a confirmation that SCE had knowledge of the fire , the extent of damages , that their equipment was involved as their trouble man, Josh McGee had to physically cut down the line after it failed and laid on the ground sparking the fire almost killing my partner and putting every fireman at risk. The utility also generated fraudulent bills for power consumption for 5 months after the fire where no meter existed and no secondary conductor existed noting power consumption - not estimated consumption. Violating SCE rule 17.

Our building sits in the CPUC commission HFTD Tier 2 mapping area and we believe violations of General Order 165 have occurred on our property and neighboring properties as SCE has no maintenance records for this property, or



inspection records of required overhead detailed inspections. The property is fenced with locking gates but accessible through contact from SCE but never in the 5 years of our occupancy up to the contacted us to access or do any detailed overhead inspection or maintenance. We are owner operators and worked onsite 7 days a week since 2017.

The building was determined to be a total loss as well as the inventory . And we are at a loss as to why the CPUC would see that no violations to general orders have occurred here. We believe that SCE REAL TIME SCADA data relating to our meter that they have refused to give us show the anomalies consistent with their liability and at this point, we have been failed by any attempt to get anyone, including the CPUC to acknowledge the violations and fraud and coverup of failure of the General Asset Order to follow CPUC general orders, its own rules and ESR, and we believe there is criminal intent at this point. We need help and acknowledgement and so far we haven't received it. We are hoping the regulatory agency will do the right thing and acknowledge their own general orders and violations thereof.

Please feel free to contact me with any questions or if you need deposed testimony of SCEs employees staying there are "no protocols" for reporting fire: or additional photos.

This fire destroyed our business, our lives, and this is not an insurance issue as no insurance was involved. We need help and we respectfully ask that the CPUC to

investigate compliance and enforcement of its own General Orders. I am asking that this fire be looked at again for violations. The orders are clear- even to customers and victims of Utility wrong doings.

HOLLY CARLYLE

JEFF BURGESS

760-702-6114



## NEWS RELEASE

FOR IMMEDIATE RELEASE

Daniel R. Munsey  
Fire Chief / Fire Warden



DATE: 9/29/2021  
CONTACT: Mike McClintock, Battalion Chief, Public Information Officer  
Mmcclintock@sbcfire.org

### Fire Damages Yucca Valley Store

Date/Time: 9/29/21, 11:42am  
Location: 56000 block of 29 Palms Highway, Yucca Valley  
Incident: Commercial Fire

**Summary:** This morning San Bernardino County Fire crews were dispatched to a reported commercial fire in 56000 block of Twentynine Palms Highway in Yucca Valley. Numerous 911 callers stated smoke from a nearby store.

Firefighters arrived to find smoke and fire showing from the rear of a single-story commercial occupancy. While setting up for a fire attack, crews found energized power lines downed, causing a hazard for arriving firefighters. A "life hazard alert" was broadcasted to notify responding firefighters of the hazard. Crews mounted an offensive fire attack, working to stop the fire's through the occupancy. Firefighters inside and on the roof coordinated their efforts to suppress the fire.

The fire was ultimately knocked down in approximately 20 minutes. Once knocked down, crews transitioned their efforts to overhaul and salvage operations. A search there of the commercial building was clear of any victims. A fire investigator was requested for a cause & origin investigation. The fire remains under investigation.

San Bernardino County Fire responded with 3 engines, a Truck, an Ambulance, Chief Officer and Fire Investigator. CALFIRE assisted with an Engine.

FIRE INVESTIGATION SUMMARY (FR-1)									
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <b>San Bernardino County Fire Department</b>  <b>Fire Investigation Unit</b>            620 South 'E' Street, San Bernardino CA 92415-0179            (909) 347-1771 Phone • (909) 347-1777 Fax         </div> </div>									
INCIDENT INFORMATION									
INCIDENT LOCATION			INCIDENT NUMBER		OUTSIDE AGENCY CALL NUMBER		REPORTING DAY, DATE & TIME		
68001 Twentynine Palms Hwy, Yuuoa Valley			22-235121				Wed 9/29/2021 1142		
ARRIVAL DATE/TIME	DEPART DATE/TIME	ARRIVED DATE/TIME	AVAILABLE DATE/TIME	IN QUARTERS DATE/TIME	TOTAL # HOURS	FIRE CAUSE			
8/29/2021 1158	8/29/2021 1202	8/29/2021 1342	8/29/2021 1638	8/29/2021 1638	3.5	<input type="checkbox"/> ACCIDENTAL <input type="checkbox"/> NATURAL <input type="checkbox"/> SECONDARY <input checked="" type="checkbox"/> UNDETERMINED			
INVESTIGATION TYPE						INJURIES / FATALITIES			
<input checked="" type="checkbox"/> STRUCTURE FIRE - COMMERCIAL <input type="checkbox"/> VEHICLE FIRE <input type="checkbox"/> VEGETATION FIRE <input type="checkbox"/> SURGICAL BURN <input type="checkbox"/> INTERNAL <input type="checkbox"/> STRUCTURE FIRE - RESIDENTIAL <input type="checkbox"/> TRUCK FIRE <input type="checkbox"/> REFLUX FIRE <input type="checkbox"/> SLAM <input type="checkbox"/> OTHER						CYLINDERS: <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 FURTHER INFORMATION: <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9			
PRIMARY CRIME INFORMATION (ADDITIONAL VIOLATIONS LISTED IN FR-2)									
CRIME SECTION									
CHECK IF MORE VIOLATIONS IN FR-2 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
INVOLVED PARTIES (CONFIDENTIAL AND ADDITIONAL INFORMATION LISTED IN FR-2)									
VICTIM 1 - LAST, FIRST MIDDLE (OR BUSINESS NAME)					VICTIM 2 - LAST, FIRST MIDDLE (OR BUSINESS NAME)				
(Property Owner)					(Tenant)				
SUBJECT 1 - LAST, FIRST, MIDDLE									
DISPOSITION									
<input type="checkbox"/> CITATION <input type="checkbox"/> ADVISORY <input type="checkbox"/> TO DCL - LONG FORM <input type="checkbox"/> COURT RECOVERY <input type="checkbox"/> JFS PROGRAM <input checked="" type="checkbox"/> JUVENILE <input type="checkbox"/> ARREST <input type="checkbox"/> 3130 <input type="checkbox"/> AT LARGE									
DOB	AGE	SEX	HEIGHT	WEIGHT	HAIR	STYLS	SCARS		
COLOR	YEAR	MAKE	MODEL	BODY TYPE	LICENSE	STATE	DAMAGE / COSTS / ACCIDENTS		
CHECK IF MORE NAMES IN FR-2 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
ADDITIONAL INFORMATION <input type="checkbox"/> SUSPECT <input type="checkbox"/> VICTIM <input type="checkbox"/> WITNESS <input type="checkbox"/> INVESTIGATOR <input type="checkbox"/> OTHER									
COMMUNITY RISK REDUCTION STATISTICAL INFORMATION									
WORKING SMOKE ALARMS		FIREWORKS RELATED		VACANT BUILDINGS		USE OF FORCE INVOLVED		FIRE PROTECTION SYSTEMS	
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
EVIDENCE (EVIDENCE DETAILS LISTED IN FR-3)									
PHYSICAL EVIDENCE RECOVERED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
PHOTOGRAPH TAKEN <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
K-9 DEPLOYMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
TO CRIME LAB <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
LOSS INFORMATION (DETAILED LOSS INFORMATION LISTED IN FR-4)									
SPECIFIC LOSS TYPE									
<input type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> STORAGE <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> OTHER <input type="checkbox"/> OTHER STRUCTURE <input type="checkbox"/> MOTOR VEHICLE <input type="checkbox"/> MULTI FAMILY <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMUNITY/PUBLIC <input type="checkbox"/> OTHER - MISC. <input type="checkbox"/> OTHER MOBILE									
STRUCTURE: \$ 75,000					VEHICLE: \$ 2,000				
CONTENTS: \$ 30,000					OTHER: \$				
DISPOSITION (ADDITIONAL DISPOSITION INFORMATION LISTED IN FR-4)									
<input type="checkbox"/> OPEN - UNDER REVIEW <input type="checkbox"/> OPEN - NO LEAD <input type="checkbox"/> CLOSED - NO CRIME <input type="checkbox"/> CLOSED - ARREST <input type="checkbox"/> CLOSED - EXCEPTIONAL <input type="checkbox"/> CLOSED - ADJUDICATED <input type="checkbox"/> CLOSED - UNFOUNDED									
SYNOPSIS (FULL NARRATIVE ON FR-6)									
<p>This fire occurred in the rear storage area of the business at the above location. The fire general origin area is at the west side of the storage area. The fire extended upward to the roof area and laterally into the retail and bathroom area of the business. The trusses and roof collapsed inward from the origin area east across the rear of the structure.</p> <p>Suppression crews arrived to find the rear portion of the building well involved with fire with Edison lines down to the rear of the property.</p> <p>Due to the extensive fire damage and suppression overhaul operations to the general origin area a specific origin could not be located. There were electrical sources in the area that could not be ruled out as potential ignition sources. I did not find any indicators that this fire was intentionally or maliciously set and appears accidental in nature. The cause will be undetermined pending any further information.</p> <p>Dispo: Closed, no crime.</p>									
REPORTED BY	EMPLOYEE #	DATE	REVIEWED BY	TITLE	DATE				
B. Headley		11/9/2022	T. Tate	Investigator	11/16/2022				

Revised 02/22





## SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

2024 W. Street, Bldg. 302 • San Bernardino, CA 92401 • (909)382-5400 • Fax (909)382-5415

EMS, Special Ops & Training  
Headquarters  
abcfire.org

David R. Murray  
Fire Chief/ Fire Marshal

Joe Barna  
Division Chief

11/02/2022

Jeff Burgess

55832 Antelope Trail

Yucca Valley, CA 92284

To Whom It May Concern:

I, the undersigned, being the duly authorized Custodian of Records for the San Bernardino County Fire District, declare that I am qualified to testify as to the preparation and maintenance of the records and having the authority to certify records sought and having the authority to certify records sought by the request declare the following:

All records called for in the attached request are true and correct copies of the original documents.

Joe Barna  
Division Chief  
Emergency Medical Services Division  
San Bernardino County Fire

BOARD OF SUPERVISORS					
Col. Paul Cook (Ret.) First District	Jenise Rutherford Second District	Deann Rowe Vice Chair Third District	Curt Hagman Chairman Fourth District	Joe Baca, Jr. Vice-Chair Fifth District	Leonard X. Hernandez Chief Executive Officer



**I-092921-56**  
**079**  
**120 KB**

**Sent from my iPhone**

**From: Holly Carlyle**  
**hollyacarlyle@icloud.com**  
**Subject: VIOLATION INVESTIGATION. Follow**  
**up URGENT**  
**Date: May 16, 2025 at 6:01:03 PM**  
**To: Stacey.Ocampo@cpuc.ca.gov**  
**Cc: Jeff Burgess jeffthebroker@aol.com**

---

**Good afternoon Ms. Ocampo,**  
**I received my PRA request for the CPUC**  
**Commission report and I'm concerned as there in**  
**information factually incorrect within the report.**  
**The official timeline per SBCF dispatch**  
**communicated by battalion chief onsite is**  
**included in the fire report I previous sent (not the**  
**summary but the full report).**  
**The timelines in the report contradict the official**  
**timeline part of the final report. I feel it necessary**  
**to point out these things as I believe they were**  
**misrepresented and falsely reported to the CPUC.**

**Corrections:**

**1. Our claim is not a subrogation claim. SCE is**

aware that the claim did not involve insurance and that private parties made the claim as they were served and public records of filed and available to view at San Bernardino Superior Court can affirm this.

2.The claim against SCE was filed in January and served on SCE on 4/14/23

3. The claim made against SCE is for \$3,000,000 - not \$300,000 and public court case information filed with San Bernardino available for viewing can confirm this.

4. Fire was not ignited by electrical malfunction in the building as there was no power being served to a building after SCEs overspanned service conductor failed and dropped to the ground and caused fire on the patio , on top of the roof while



making contact with building metal components as it slid off the roof- to metal roof edge cap, metal poles attached to roof capping and attached to metal fence causing fire in multiple places on patio spreading into the building

5. Official SBCFD timeline as reported in full fire investigation reports notes that Edison was initiated at 11:54AM after the first responders to arrive on site reported down live Edison line.

6. EDISONs Josh McGee was contacted several times after the initial contact to get an ETA- per the timeline report, Josh McGee arrived on site at 1:39 after the fire clock was stopped and the fire was out at 1:04 pm

7. SCE has misrepresented their inspection records for our property. We have been onsite as

tenants since mid 2017. Access to property was locked controlled exclusively by myself and my partner. Overhead detailed inspections could not have physically occurred as we were onsite 7 days a week and were never contacted by SCE FOR ACCESS to our property which was locked , to inspect their secondary conductor as part of their overhead detailed inspection requirements. Our store hours were daily and certainly we would have contacted to access property. At no time during our tenancy did SCE contact us or make any inspection of their secondary conductor which was spanned 132 feet from transformer to mast exceeding their own ESR maximum span lengths by 30%. We believe this

8. We continued to receive bills when there was

no secondary conductor and no meter at our building for five months. These bills were not estimated usage bills - these bills noted specific power consumption for a TOU-Gs-1-E. After the filing of suit that finally incited SCES first post fire visit in May 2023- a month after being served with a claim- the service acct access online disappeared and I no longer have access to it. However I downloaded the bill as we tried to communicate with SCE about this problem to no resolution.

9. Deposition of Josh McGee by our attorneys reveals that Mr McGee , who has worked for SCE FOR a quarter of a century, stated that no photos, no evidence was taken and he alone made has discretion to decide whether a fire warrants

collection of evidence and reporting. He testified that he is not aware of any SCE PROTOCOLS for incident reporting.

It is our belief SCE has given false information to their regulators regarding inspections and specifically overhead detailed inspections for secondary lines. These inspections did not happen as we were the only key holders and controlled access to the site. We believe just one inspection would have prevented this failure of their line.

Based on the information we assume SCE gave to the CPUC to base their report upon and in light of timeline made in the official SBFD report narrative



to the official fire report , that SCE intended to and actually did give false information to their regulatory agency. This information being public in the San Bernardino Court System and per the full San Bernardino Fire investigation report that contradicts every fact within the CPUC report.

In light of what we believe to be intentional false statements and the attempt to cover up and prevent the CPUC From looking into other possible violations that put the entire high desert area at risk. The lack of inspection or maintenance to their secondary service conductors in the HFTD tier 2 mapping area isn't a problem of if a fire will start but when. We believe the intent to cover up this incident has

criminal intent by the local SCE office / yard which is 2 miles away - a 3 minute drive from our building - and which took Josh MCGee over 80 minutes to arrive and de energize this line.

We ask that the CPUC look into this incident again as the facts of the incident contradict their submission

Thank you

HOLLY Carlyle.



**E20230522-  
01 Incident  
93 KB**



**Fraudulent  
SCE billing  
248 KB**



**I-092921-56  
079  
120 KB**

On May 8, 2025, at 1:29 PM, Holly Carlyle  
<[hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com)> wrote:

Hi Stacey,  
Thank you for calling me back today regarding

the fire in 2021. I wanted to follow up with link to the media KSEQ Palm Springs archive of media. There is more from their archive. I asked them to post this particular clip after the fire but I will ask for the other coverage as well.

<maxresdefault.jpg>

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"Reportable incidents are those which: (a) result in fatality or personal injury rising to the level of in-patient hospitalization and attributable or allegedly attributable to utility owned facilities; (b) are the subject of significant public attention or media coverage and are attributable or allegedly attributable to utility facilities; or (c) involve

damage to property of the utility or others estimated to exceed \$50,000. "

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Our fire involving damage to their secondary distribution line that burned the building as a complete loss qualifies, without doubt , as a reportable event per COUC General Order 167, decision [06-04-055](#) and per Final Resolution E 4184 requiring SCE to have reported this incident to the CPUC within 2 hours during work hour and within 4 hours of the incident during

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The general order does not give exceptions to

what qualifies as a reportable event and SCE and the fire report attached are a confirmation that SCE had knowledge of the fire , the extent of damages , that their equipment was involved as their trouble man, Josh McGee had to physically cut down the line after it failed and laid on the ground sparking the fire almost killing my partner and putting every fireman at risk. The utility also generated fraudulent bills for power consumption for 5 months after the fire where no meter existed and no secondary conductor existed noting power consumption - not estimated consumption. Violating SCE rule 17.

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Please feel free to contact me with any questions

or if you need deposed testimony of SCEs employees staying there are "no protocols" for reporting fires or additional photos.

This fire destroyed our business, our lives, and this is not an insurance issue as no insurance was involved. We need help and we respectfully ask that the CPUC to investigate compliance and enforcement of its own General Orders. I am asking that this fire be looked at again for violations. The orders are clear- even to customers and victims of Utility wrong doings.

HOLLY CARLYLE  
JEFF BURGESS

760-702-6114

<Fire media.pdf>

<22-235121 - Twentynine Palms Hwy - FR 1 -  
Fire Report Summary - Extended (redacted).pdf>

<I-092921-56079 Twentynine  
Palms-21-235121-DOR.pdf>

<I-092921-56079 Twentynine  
Palms-21-235121-Redacted.pdf>

Sent from my iPhone



4.

Email Thread threatening abandonment, dismissal of case, from our attorney Joe Lack if we dont settle.

**From: Joe Lack** jlack@elllaw.com  
**Subject: RE: [EXTERNAL] Re: Carlyle v SCE**  
**Date: Jun 18, 2025 at 10:02:33 AM**  
**To: Holly Carlyle**  
hollyacarlyle@icloud.com  
**Cc: Jeff Burgess** jeffthebroker@aol.com,  
hollyc@desertcurios.com, **Chris**  
**Kanne** ckanne@elllaw.com

---

This is a very simple question I have for each of you:

DO YOU AUTHORIZE ME TO APPROACH SCE WITH AN OFFER TO SETTLE? There is zero evidence supporting the claim that its electrical lines/equipment somehow malfunctioned and started the fire. My best efforts have allowed SCE to come up as high as \$75,000 in our last mediation, but that offer has long gone. There is currently no offer on the table, but I can try to revive one if you allow me.

The alternative is doing what you have been doing these last 3 weeks, and that is nothing. Your claim

will certainly be dismissed and you will get zero.

You are dangerously close to causing me to file a motion to withdraw as your counsel of record. Doing so will leave you with no attorney and no representation. You either 1) authorize me to try and settle with SCE, and you accept their best and final offer (which very well be less than \$75,000), or 2) do NOT authorize me to settle (or say nothing at all, like your email below), at which point I will move to withdraw as your counsel of record.

Make your decision, and please do it quickly. And this must be a JOINT decision. I must hear from each of you.

Joe Lack, Esq.  
(310) 552-3800 x317 wk  
(213) 447-8799 cel  
[www.elllaw.com](http://www.elllaw.com)

---

**From:** Holly Carlyle <[hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com)>  
**Sent:** Monday, June 16, 2025 10:44 AM  
**To:** Joe Lack <[jlack@elllaw.com](mailto:jlack@elllaw.com)>  
**Cc:** Jeff Burgess <[jeffthebroker@aol.com](mailto:jeffthebroker@aol.com)>;  
[hollyc@desertcurios.com](mailto:hollyc@desertcurios.com); Chris Kanne  
<[ckanne@elllaw.com](mailto:ckanne@elllaw.com)>  
**Subject:** [EXTERNAL] Re: Carlyle v SCE

Joe; We been dealing with the unexpected death



of my big brother . We are not “ignoring” your emails . Holly Sent from my iPhone

External ([hollyacarlyle@icloud.com](mailto:hollyacarlyle@icloud.com))

Joe;

We been dealing with the unexpected death of my big brother . We are not “ignoring” your emails .

Holly

Sent from my iPhone

On Jun 10, 2025, at 8:27 AM, Joe Lack  
<[jlack@elllaw.com](mailto:jlack@elllaw.com)> wrote:

Dear Holly and Jeff,

I am writing to you again regarding the status of your case against Southern California Edison Company (SCE). As you know, trial has been continued from September 22 to November 10, 2025. The continued pursuit of extensive liability investigation has become untenable, particularly given the current state of our attorney-client relationship. **I must be direct:** This firm will no longer spend additional time or resources pursuing further liability investigation. We will also NOT be subpoenaing the California Public Utilities Commission (CPUC). Let me be absolutely clear about the current situation:

1. **No Offer on the Table:** There is currently NO offer of settlement from SCE.
2. **Settlement Prospects (if any):** While I may be able to revive settlement talks, there is absolutely no guarantee that SCE will offer anything more than their last mediation offer of \$75,000. It is entirely possible that any new offer could be even less.
3. **Costs Incurred:** This potential settlement range is grossly insufficient and does not account for the approximately \$30,000 to \$35,000 that has already been spent on third-party vendors, including court fees, experts, and investigations.

Your decision to ignore my communications is concerning. Please understand that choosing inaction at this critical juncture leaves us in an extremely precarious position. If you continue to remain unresponsive, the defense will undoubtedly move to dismiss your claim for failure to prosecute, and any potential offer, no matter how low, will become zero.

My role is to represent your interests zealously within the bounds of the law and professional ethics. However, a breakdown in communication and a disparity between legal realities and client expectations severely impede our ability to move forward effectively. You have a choice to make. **If you intend to pursue this case, you must let**



**me know immediately, and you must authorize me to approach SCE with a request to renew settlement talks.** Without your explicit authorization, I will assume you do not want to settle, but like I have said before, neither I nor the firm will continue prosecuting this case.

Joe Lack

ENGSTROM, LIPSCOMB & LACK

11601 Wilshire Blvd; 14<sup>th</sup> Floor

Los Angeles, CA 90025-1744

(310) 552-3800 x317

(310) 552-9434 fax

(213) 447-8799 cel

\*\*\*\*\*

**\*Confidentiality Notice \***

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This message is intended solely for the use of the addressee(s) and is intended to be privileged and confidential within the attorney client privilege. If you have received this message in error, please immediately notify the sender and delete all copies of this email message along with all attachments. Thank you.

# **SUPPLEMENTAL REPORT**

## **FORMAL COMPLAINT**

Holly Carlyle, Jeff Burgess vs Southern California Edison

This supplemental report is to address response documents received today, June 26th, 2025 from the California Public Utilities Commission #25-294. Specifically information request documents dated 4/26/24 from SCE in response to CPUC Stacey Ocampos Request for Responses in regard to the incident on 9/29/21 in addition to the ONLINE incident report made by SCE in regard ti this incident dated 5/22/23.

These documents support my complaint regarding deliberate false reporting and collusion and constructive fraud.

### **FINDINGS**

SCE Response Letter dated April 26,2024 for complaint Claim No. 202303606 in regards to the incident with reference to the online report record both attached inform false reporting by the following:

CPUC Requests and RESPONSES

**Request No.. 1:** Date and time SCE received the trouble call.

**Response No. 1:** SCE received Trouble Call No. 2377823 on September 29, 2021 at 12:06 p.m.

**1. FALSE . PLEASE SEE ATTACHED SAN BERNARDINO COUNTY FILE  
INCIDENT REPORT NFIRS Supplemental official timeline of incident.  
ITEM: (22) EDISON CONTACT 12:00:31hrs**

**Request No. 2:** The name of your company's first responders to the incident and the time they arrived at the incident location.

**Response No. 2:** SCE Troubeman Joshua McGee responded to the incident location on September 29, 2021 and arrived at approximately 12:15 p.m.

- 1. FALSE . PLEASE SEE ATTACHED SAN BERNARDINO COUNTY FILE INCIDENT REPORT NFIRS Supplemental official timeline of incident. ITEM: (33) EDISON CALLED FOR UPDATE 12:22:31hrs ITEM (34) EDISON STILL DOES NOT HAVE AN ETA - REQUESTING CALL BACK FROM EDSIO. 12:28hrs ITEM: (37) EDISON CALLS BACK ETA 10 MINUTES 12:33hrs; ITEM (42). EDISON ARRIVES 13:11hrs. ITEM (43) EDISON OFFSITE**

**Further, SCE energized service conductor laid on the ground for 70+ minutes in a High Fire Threat District Tier 2 area . No response was made by SCE 6 minutes after the fire was out except to call with ETA of “10 minutes” at 12:33hrs misleading all firefighters into believing SCE was minutes away. No emergency response to a report of a downed live service conductor arcing and engaged in fire at 12:00hrs. The live service conductor hindered firefighting efforts and the fire damages neighboring properties. VIDEO OF ARCING AT FENCE INCLUDED IN ORIGINAL COMPLAINT..**

**Request No. 3:** What were the details of the trouble call that led to the dispatch of SCE personnel? Please include the trouble and repair orders, if available.

**Response No. 3:** Our information reflects Trouble Call No. 2377823 was initiated by San Bernardino County Fire Department (SBCFD), and the matter was reported as a structure fire. Please refer to Tab A for screenshots relating to the associated trouble call. A repair order was not created.

- 1. FALSE . PLEASE SEE ATTACHED SAN BERNARDINO COUNTY FILE INCIDENT REPORT NFIRS Supplemental official timeline of incident. ITEM: ((19) SBCFD UNITS AC109 ME41] DISCOVER EDISON OVERHEAD SERVICE LINES DOWN 11:54 hrs THIS WAS THE PROMPT FOR THE CALL TO EDISON. SBCFD WOULD NOT HAVE INITIATED CONTACT IF NOT FOR THE SCE OVERHEAD SERVICE CONDUCTOR BEING DOWN AND ENGAGED IN ACTIVE FIRE. SCE WAS NOTIFIED OF DOWN SERVICE LINES AND THE REQUEST WAS FOR A FIRST RESPONDER TO DE ENERGIZE DOWNED LINE ENGAGED IN FIRE WAS MADE FOR A DOWNED SERVICE CONDUCTOR IN A HIGH FIRE THREAT TIER 2 MAPPING AREA.**



**Request No. 4:** Please describe the extent of the damage to SCE facilities.

**Response No. 4:** In accordance with our prior correspondence, one triplex overhead service conductor supported by Pole No. 1801326E burned approximately mid-span as a result of the fire. The overhead service conductor served the incident location. After he arrived on scene, McGee de-energized the portion of the overhead service conductor that was previously supported by Pole No. 1801326E and left it attached to the pole

- 1. This is false. Per facts reported by SBCFD of the fire and per witness statements who watched the fire burn and firefighting efforts. The conductor was not downed by fire. The conductor was witnesses once downed and starting to ignite fire on the patio. The business owner was almost electrocuted walking on the patio and stopped by witnesses screaming at him to stop. The conductor separated within 6-10 feet of the building. SCE took no photos, did no investigation and failed to report this incident as it met the criteria per CPUC General Order 167, Final Resolution E-4184 as the incident involved SCE equipment and property damages to SCE or others results in estimated damages of \$50,000. Cleanup was undertaken by business owners and no service conductor was found on site and deposition of SBCFD Fire investigators confirms no conductor being seen on site as well as confirming that no SCE personnel remained. Subsequently additional violations of COUC GENERAL ORDERS and California Law were made by SCE after failing to report on the day of the incident**
- 2. NOTABLY: SCE claims of conductor being burned mid span is false. SCE service conductor spanned over 130ft from transformer to building mast. A mid span separation of the line would have occurred over the dirt area of the lot and not reached the patio area where the fire was ignited by the downed service conductor. OF SIGNIFICANT IMPORTANCE is that SCE admits to removing the conductor after de energizing it and discarding it before any third party could inspect, test, or consider as the downed conductor ignited this fire**

**Request No. 5:** Did SCE observe any damage to the other properties in the area?

**Response No. 5:** SCE is unaware of any additional property damage resulting from this incident

- 1. As shown in fire incident report photos taken the day of the fire by SBCFD , it would have been impossible to visibly miss damages to neighboring property and building at the back of the patio. The downed service conductor lay on the patio between all buildings suffering damages. If a person able to see could not have missed the additional structure burned. You would have to walk by the addition burned structures to retrieve the conductor or assess it. We believe this response statement made in an attempt to mislead the commission about the fire's spread.**

**Request No. 7:** Did SCE conduct a root cause analysis of the incident? Please include any test data or results involving the incident facilities after the incident.

**Response No. 7:** No.

- 1. It should be noted that SCE has refused to cooperate with requests of any meter data or voltage data from the day of the fire through discovery process. It should also be noted that our attorney, who we assert in collusion with SCE and referenced in response documents did not file to compel discovery of any of this information SCE refused to produce while going on to make an agreement behind our backs filing stipulation to close discovery of new information and rush to mediation. Our attorney then exchanged CCP998 offers with SCE without our knowledge or consent and fire the electrical engineer originally retained to provide an expert opinion because SCE produced no data. Also notably, a SCE refused to give the detailed inspection records as required for our property in a HFTD Tier 2 map area beyond an excel spreadsheet of dates. We assert inspection records for the property have been falsified as no inspections have been made or SCE been onsite ever to do any inspection during the time we occupied the property. SCE has refused to turn over detailed inspection reports for the overhead service conductor**



as required by SCE DIMP (distribution Inspection and Maintenance Procedure Manual) and per CPUC general orders requiring detailed inspection of secondary service conductors and components . We understand photographs using Survey123, their interface program for reporting inspections are required as well as being inspections as a part of a quality control program for the inspections themselves . As business owners we controlled access exclusively to the site since 2017 and no access was requested or made on site and we assert any reference to overhead detail inspection as noted in the excel spreadsheets provided by SCE as a response to a request for inspection records as falsified. Access would be required to the site properly perform the overhead detailed inspection of the conductor.

**Response No. 8:** Please refer to Tab B for photographs taken by Senior Advisor Aaron Lopez on May 11, 2023. Please refer to Tab C for Incident Report 21-235121 and Investigation Summary completed by SBCFD.

- 1. SCE admits it was onsite May 11,2023. All SCE photographs taken have metadata confirming their creation on May 11,2023. 11 days before it reported to the CPUC it had knowledge of a claim as a result of a “recently” receiving the claim. SCE reporting of the incident on May 22,2023 falsely implies the first time SCE was aware of this reportable incident was by service of lawsuit. SCE was aware of the extent of damages , and their equipment was involved in the day of the fire. They were made aware at 12:00hrs on 9/29/21 that a downed live service conductor was engaged in fire as a request for first responder and de energizing that was prompted by the discovery of a live down service conductor by the first Firefighter arriving on site at 56001 29 Palms Hwy Yucca Valley Ca on 9/29/21 at 11:54 am per SBCFD Incident Report. This report noted as “evidence to the SED incident Report of findings output by Stacey Ocampo and upon which a closure letter based on findings was issued. SCE KNEW ITS DOWNED FACILITIES WERE INVOLVED IN FIRE ON THE DAY OF THE FIRE. SCEs obligations to report are not based on receipt of claims for damages by any party. It is not the filing of a lawsuit**

that obligates reporting of a reportable incident. It isn't whether the utility decides if it's allegedly liable. This fire met the criteria of a reportable incident. And SCEs excuse for its failure to report the incident does not change the obligation to report the incident within the required timelines set forth by the CPUC general orders and California law.. GENERAL order 167 Final Resolution. E4184 are clear. *This incident* should have been reported within 2 hours of the incident giving SCE NO TIME to cover its failures which were significant and with SCES admission that less scrutiny is placed on incidents not reported the day they occur, the strategic late reporting became a catalyst to defraud and subvert the CPUC orders while minimizing the devastating aftermath in photos replaced with the visual of a cleaned site and little evidence of the true destruction caused by SCE service conductor in a HFTD TIER 2 mapping Area that was left down and live by a utility company with no response until after the fire was out .

2. SCE was served with the claim on 4/14/2023 per proof of service in attached complaint . Incident report filed on May 22, 2023 states that a claim had been "recently" received. This language to mislead the Commission and imply that SCE is promptly reacting to this claim. SCE received the claim 5 weeks earlier and SCE took five weeks to report, what they claim on 5/22/23 was a reportable incident. 5 weeks to assemble a timeline and internal reports to avoid enforcement and to raise no red flags for the failure to this incident. SCE was communicating with our attorney 5 weeks before SCE reported the incident. 5 weeks. NOTABLY , SCE refuses to give any relevant information regarding meter usage, voltage data and detailed inspection records for the day of the fire after closing discovery of new evidence which if not acquired thru the CPRA would not have been discoverable per SCE and our attorney agreed stipulation made without our consent or knowledge. The resulting report made by Stacey Ocampo and closure letter issued just a month after the stipulation made to stop and close discovery of new evidence. Notwithstanding all their false reporting of timelines, and reporting of facts- This incident and its attributes was



known the day of the fire. This reportable incident was required to be made on the day of the fire. NOT 1 1/2 yrs later . With a closure letter and report of the incident issued March 7, 2025 almost 2 years after the incident was reported to the CPUC AND dated A MONTH after a stipulation made BETWEEN SCE and our attorney to not to allow anyone to find it. Why a sudden issuance of a report and closure letter on March 7, 2025?

**Request No. 9:** Provide a list of evidence retained from the incident.

**Response No. 9:** SCE did not retain any physical items from the scene.

1. This is false. SCE retained evidence long enough to remove it from the site to discard it. This reportable incident was not reported on the day of the fire as was. This reportable incident should have been reported which would have triggered the preservation of evidence. The excuse of a utility that “they didn’t know” or “they didn’t think” are unacceptable excuses made by the largest of utility companies in the world to avoid their obligations to the law and to their regulatory body. Further, using the passage of time to softly sell the excuses and complete failures are the lowest form of explicit subversion to the law and CPUC Order, Rules, Directives, Resolutions- this incident was a reportable incident the day of incident. And the admission that it is a reportable incident after the passage of time should not be allowed as an excuse for not reporting it by a company with whom the public safety is trusted. No incompetence, lack of knowing protocols, or poor attempts to ask “forgiveness” in lieu of acting in the first place should be excused. This fire would have been more than a superficial cursory review of documents a year and 1/2 later if reported in the day of the incident within two hours of it and the CPUC commission be allowed to determine what happened in a HFTD Tier 2 area.

**Request No. 10:** What are the details of the allegations from the plaintiff’s counsel? Please include any documentation available that has been received with regards to these allegations.

**Response No. 10:** Plaintiffs' counsel alleged an electrical malfunction occurred at the business which ignited a fire and eventually spread to the warehouse and its inventory. SCE contests these allegations, and it should be noted that litigation is currently ongoing. Please refer to Tab D for the associated summons and complaint.

- 1. This is false. We assert that SCES service conductor failed and dropped on the utility side of the meter after a lack of inspection, maintenance and installed outside of SCE ESR own specifications and that the downed service conductor made contact with metal roofing components on the way off the roof making contact with conductive equipment on patio in contact with the fence. The fence and conductor continued to arc and spark fire. Witness statements confirm the downed line igniting the only fires that occurred on site that day. Those fire spread into the building while firefighters were hindered fighting this fire to save our structure its contents or our cat while SCE failed to respond until after the fire was out all while SCEs live service conductor laid live and engaged in fire for over 70 minutes . And this after SBCFD contacted SCE and reported a down live conductor was engaged in fire in a HFTD Tier 2 mapping area. Negligence is asserted FURTHER, our claim includes the lack of response before and after the fire. While litigation is ongoing , new revelations and and supporting evidence are supporting claims constructive fraud. SUMMONS AND COMPLAINT served on SCE 5 weeks. Prior to 5/22/2023 incident reporting on 4/14/23 which incepted this claim report a year and a half after the fire of a reportable incident that SCE DID NOT REPORT. NOTABLY SCE and Joe Lack, OUR attorney after stipulating the closing of discovery without our knowledge and consent coincidentally began threatening us with abandonment if we did not settle with SCE who was offering settlement in an amount far below our attorneys 2.2 MILLION dollar demand in a May 6h , 2025 mediation brief made by Joe Lack. SCEs Letter June 20, 2024 ATTACHED here asserting our attorney decreased our claim prior to June 2024 or at any time is the first we've heard of a reduced claim. A demand of 2.2M was made in May of 2025 Mediation brief summary available as we are waiving our**



**attorney client confidentiality as our attorney has subsequently breached his duty to us and revealed information supporting our claim of collusion.**

**Request No. 13:** Last detailed inspection records, prior to the incident, for Pole No.1801326E, with all inspection findings.

**Response No. 13:** Please refer to Tab E for the Overhead Detail Inspection (ODI) records for Pole No. 1801326E

- 1. This request made by Stacey Ocampo doesn't encompass the actual requests inclusive of the inspections for service *conductors* and *components* in light that per the May 22,2023 incident report online clearly states the service conductors involvement. Ms. Ocampo did not request relevant inspection records required for the OVERHEAD DETAIL INSPECTION of distribution system conductors. Although related, a service conductors and a pole are of obvious differences in an electrical distribution system as are the requirements for inspection and maintenance. Although all are a part of a the overhead detail inspection, these are separate components and requirements and Ms. Ocampo asked for none of the inspection records for the relevant equipment involved in the fire and SCE refused to cooperate by providing them through discovery and then attorney Joe Lack willfully did not motion to compel discovery. Email communication with attorney Joe Lack supports that intentional failure to act in support of SCE and subsequent actions and lack thereof in favor of SCE.. FULL chronological communications with attorney Joe Lack available.**
- 2. In order to perform a detailed overhead inspection , access would be required to access the overspanned secondary conductor spanned beyond SCEs max span length as stated in its ESR AT 100ft and over roofing . Any reference to an overhead detail inspection of service conductors between 8/15/17 and the date of the fire is a falsification of record. We have documentation supporting our presence on site every day with sales records .**

3. **Attorney Joe Lack admitted in text communications that both he and SCE believe the CPUC SED Incident Investigation to be a “superficial cursory review of the information provided without putting any further investigation into it.” Perhaps this is the motivation for deliberately reporting incidents late as they have found with an apparent weak link in the CPUC System. SCE and Joe Lack assert that no real looking over of the incident takes place. And it would appear that he could be right. The false reporting and deliberate deceit being verifiable as false the attachments to the report itself would be my first indication. The timeline in the SBCFD Incident report NOTED AS EVIDENCE in Ms Ocampos report contradict Ms Ocampos report. The complaint sent to Stacey Ocampo in response is not a subrogation claim. These things weren’t reviewed for basic verification against other submissions. Apparently Joe Lack and SCE (via text communication brazenly) have found the this using it. weak link in the system and boldly subvert the CPUC and the laws of the state of California and exploit it among other things by the intentional false reporting of an incident to excuse the late report of a reportable incidents. SCE admits our incident fire that occurred on 9/29/21 meets the criteria of reportable incident in their May 22, 2023 incident report stating it was a lawsuit that triggered their report . But our incident was a reportable incident on 9/29/21. And acknowledging it on May 22,2023 does not change that. It should not excuse their failure. This failure made to manipulate what they call a superficial cursory investigative system that later that would not scrutinize details or timelines or facts of the incident the way they would be if this had been reported the day of the fire within 2 hours. Nothing changed since 9/29/21. This incident was a reportable incident on the day of the fire and it is now. No matter what excuse is used - they failed their reporting of it. No matter how many deceptions are made - like the fact that SCEs May 22,2023 incident report states the fire occurred at 11:30am. Where did this come from? When the SBCFD fire incident report was in their possession per their admission states the first 911 calls were at 11:44am? Maybe because their defense in the case they’d been served with 5 weeks earlier was that**



a fire was already burning around 11:30 am . Making even the minor deceptions to the CPUC RELEVANT. Deposition of Jeff Burgess by SCE affirms SCE COUNSEL badgering Jeff Burgess in attempt to try to pinpoint a fire occurring at 11:30am. But again the report attached as evidence in the final CPUC SED Incident contradicts this timeline and apparently, these attachments weren't reviewed by Ms. Ocampo to confirm the basic facts of the event. Like a time given of an event that contradicts the official SBCFD timeline of events. Especially after SCE had all the information for 5 weeks prior by proof of service to reporting to the CPUC they new about any claim BUT ACTUALLY knowing all information on the day of the fire.

**Request No. 16:** Updated cost of damages to SCE and third parties as a result of this incident.

**Response No. 16:** SCE field personnel did not create a repair order, therefore there is currently no cost of damages to SCE. When the initial complaint was filed, the plaintiffs' damages were described as "in excess of \$3,000,000.00." The plaintiff has since modified their damages to approximately \$300,000.00 and litigation is ongoing

- 1. We find this information request made by Ms. Ocampo suspect. Without having prior and outside communications with Stacey Ocampo, why would this question be asked by Ms Ocampo? Ms. Ocampo had a copy of the claim as provided. What would drive SED to ask specifically for "updated costs"? Why would this be relevant? We assert our attorney to be in collusion with SCE however this type of communication outside and in breach of our confidentiality as statements of losses were initially given in part. ANY DISCUSSION of losses at any time with opposing counsel outside of discovery is a breach of confidentiality as we never have given any informed consent to talk to opposing counsel at all. It would be relevant to note that our attorney submitted a written demand for 2.2 Million to SCE as part of mediation that occurred on 5/6/2025. Available on request as we are waiving our client attorney confidentiality in light of information supporting constructive fraud in this case. If there**

were talks of modified damages claim made to SCE on behalf of Jeff Burgess or Holly Carlyle , we weren't aware and certainly wasn't done with our consent. But nothing would be surprising at this point. Written demands of \$2.2 Million made of SCE in May 2025 by our attorney contradictory to another deliberate false statement being reported to SCE. It would be useful to see the communication or modification documents that support SCE statements SCE is claiming they received. It has been our experience that unauthorized telephone communications between SCE and our attorney were occurring breaching any confidentiality and fiduciary duty. So although not surprising, it just serves as evidence of telephone communications in breach of client confidentiality relating to breach of fiduciary duty.

The result of these deliberate lies was a incident report and closure letter dated March 7,2025 and these documents were used to influence a settlement with the intention to use these in legal proceedings. And timed to not allow discovery of these items outside of a CPRA request.

Exploited by a corporation with private investors , a full staff of in-house attorneys whose influence and loyalty extend in a unbelievable almost fictional way to opposing counsel, we have never have been treated worse, with less empathy or morality in our lives than we have been after this fire destroyed our business. Our attorney continues to taunt and threaten us to settle and even now after telling us he's abandoning our case, has not yet filed a motion to withdraw. Our pleas or help and protection have been met with the requirement to operate in a system that we have no experience in. We a need help, we need just one honest person to read what has happened here. As a recap of what this system, SCE and our attorney has done. SCE did not work alone to harm us and has involved our attorney and in fact noted him in their false reports. SCE could not have have done this if not for the involvement of our attorney who breached our confidentiality for our case very early and accommodated SCE in those 5 weeks ( and prior to that after we retained him in NOV 2022) after they received our claim served upon them on 4/14/23 up to the date they made their false reporting to the CPUC



**ON 5/22/23. 5 weeks . That continued for two years telling us no reporting had been made to the CPUC. And enough time for SCE and our attorney to do the following beyond giving false reports to the CPUC :**

- 1. Our attorney to ALLOW SCE to provide incomplete discovery responses and subsequently deliberately miss deadlines to compel that missing discovery of what our attorney called” smoking gun” evidence that is relevant and crucial meter and voltage data from the day of the fire and detailed inspection records beyond a an excel spreadsheet of dates mixed excuses for SCE failures.**
- 2. SCE to make an agreement with our attorney BEHIND OUR BACK, without our knowledge or consent to stipulate to stop the discovery of new evidence after not getting any evidence.**
- 3. SCE and our attorney to attempt to settle our case BEHIND OUR BACKS WITHOUT OUR KNOWLEDGE OR CONSENT in the form of CCP998 offers to settle resulting in significant cost shifting attempting to make us responsible for SCEs court costs upon loss of case**
- 4. Fire an electrical engineer retained to provide expert opinion after our attorney who deliberately did not provide the data he deliberately did not compel by motion from SCE after allowing SCE not to produce it - the data with which was required to form an expert opinion. And then had someone whom we don't know with questionable qualifications who is not an engineer or forensic fire investigator come up with a theory of mechanical failure in a week that doesn't align with actual events of the fire or its timeline.**
- 5. Continue to groom us into settlement with these things. Using statements like “no hard evidence”. Or “lacks evidence” while simultaneously stipulating behind our backs that there will be no new discovery of evidence while not compelling evidence while using “evidence” as a reason that we aare being forced to take whatever SCE offers as settlement. We have always contended IF THERE IS NO**

**EVIDENCE WHY WOULD SCE MAKE US OFFERS OF ANY AMOUNT TO SETTLE? Making threats of withdrawal or abandonment if we don't accept an offer or allow him to settle before CPUC involvement - an offer so significantly low it would NOT be in our best interests - however, it would cover the contingency costs to date spent by our attorney representing us negligently "representing" us "against" SCE.**

- 6. Show us our attorney had knowledge and involvement of SCE's deliberate deceit that implicates our attorney in SCE's false reporting and timelines with the coordination of SCE site visits, all the way to the email communication where SCE in house counsel, Michael Barrett asks Joe when he states he may be "attempt" to compel discovery after being called to account by his clients in May 2025 asking Joe "Why the change in direction?"**

**And notably , hours after we filed our formal complaint with the CPUC , we received an email noticing our attorney's withdrawal because we would not agree to settle for an amount that is not in our best interests. 4 months before trial. WITH THE full knowledge that a weakened case will be difficult if not impossible to find new counsel willing to take. He has yet to file any motion of withdrawal as we assume he is using his communications and threats to incite us to make contact and to beg him not to withdraw and to settle the case he and SCE have deliberately destroyed and manipulated in their favor using the systems that were meant to protect us . We continue to be victimized as a result. Starting with SCE BEING ALLOWED to give false statements of fact verifiable as false by attachments to a report itself in order to manipulate findings and a closure letter . Ending with an attorney who is just allowed to withdraw because of his own deliberate fraudulent failures in favor of SCE. Withdrawing at will leaving clients irreparably harmed and prejudiced. All by design. And most significantly the Utility Company who believes that they are allowed to lie a little bit to manipulate what they believe to be superficial cursory investigations to bend findings in their favor prompting closure letters of good behavior to use in court to beat the victim after they burned their lives down. This was a real fire where real**



human beings lives were destroyed and continue to be destroyed. I keep waiting for someone to do the right thing. Just once. We have done what we were told to do. We did what we were supposed to do - we cleaned our fire up ourselves. we waited for our incident report from SBCFD to avoid any assumptions prior to filing suit against SCE. At every stage we've told the truth, we trusted a lawyer who we weren't aware would be advocating for the best interests SCE - a utility who is more willing to pay attorneys in lieu of the victims of their failures and wrongdoing. This is horrible and unthinkable and again, we are only asking for the Commission to institute an order for a new investigation on its own motion. If the Commission finds it warranted based on false reporting of the incident made on May 22, 2023 which continued with every subsequent submitted response letter made by SCE which again, contradict and are verifiable as false against attachments as evidence to the SED incident investigation report itself. Done with the intention we can only conclude to be among other things evading liability and enforcement actions. SCE boldly lied to their regulatory agency. It is our understanding that there is not a threshold of deliberate deceit that induces action by the regulatory agency. We have been destroyed by SCE. We are asking for help in making it stop.

April 26, 2024

Claim No. 202303606

PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA  
ATTENTION: STACEY OCAMPO  
320 WEST 4<sup>TH</sup> STREET SUITE 500  
LOS ANGELES CA 90013

Re:    Date of Incident:     September 29, 2021  
      Location of Incident: 56001 Twentynine Palms Highway, Yucca Valley, CA

Dear Stacey Ocampo:

This letter is a follow-up to your information request relative to the above-captioned incident and received via e-mail on Monday, March 26, 2024. Southern California Edison Company (SCE) is providing this response to the Commission pursuant to General Order ("G.O.") 95, Rule 19 and California Public Utilities Code ("PUC") Section 316. SCE is not withholding any information and/or documents on privilege grounds unless specifically noted in the response.

*Request No. 1:            Date and time SCE received the trouble call.*

Response No. 1:        SCE received Trouble Call No. 2377823 on September 29, 2021 at 12:06 p.m.

*Request No. 2:            The name of your company's first responders to the incident and the time they arrived at the incident location.*

Response No. 2:        SCE Troublemán Joshua McGee responded to the incident location on September 29, 2021 and arrived at approximately 12:15 p.m.

*Request No. 3:            What were the details of the trouble call that led to the dispatch of SCE personnel? Please include the trouble and repair orders, if available.*

Response No. 3:        Our information reflects Trouble Call No. 2377823 was initiated by San Bernardino County Fire Department (SBCFD), and the matter was reported as a structure fire. Please refer to Tab A for screenshots relating to the associated trouble call. A repair order was not created.

*Request No. 4:            Please describe the extent of the damage to SCE facilities.*

Response No. 4: In accordance with our prior correspondence, one triplex overhead service conductor supported by Pole No. 1801326E burned approximately mid-span as a result of the fire. The overhead service conductor served the incident location. After he arrived on scene, McGee de-energized the portion of the overhead service conductor that was previously supported by Pole No. 1801326E and left it attached to the pole.

*Request No. 5: Did SCE observe any damage to the other properties in the area?*

Response No. 5: SCE is unaware of any additional property damage resulting from this incident.

*Request No. 6: Please describe the repairs performed.*

Response No. 6: Refer to Response No. 4 above.

*Request No. 7: Did SCE conduct a root cause analysis of the incident? Please include any test data or results involving the incident facilities after the incident.*

Response No. 7: No.

*Request No. 8: Please provide the following documents, records and pictures.*  
*a. Any photographs your company collected because of this incident.*  
*b. Any police and fire reports and/or documents.*

Response No. 8: Please refer to Tab B for photographs taken by Senior Advisor Aaron Lopez on May 11, 2023. Please refer to Tab C for Incident Report 21-235121 and Investigation Summary completed by SBCFD.

*Request No. 9: Provide a list of evidence retained from the incident.*

Response No. 9: SCE did not retain any physical items from the scene.

*Request No. 10: What are the details of the allegations from the plaintiff's counsel? Please include any documentation available that has been received with regards to these allegations.*

Response No. 10: Plaintiffs' counsel alleged an electrical malfunction occurred at the business which ignited a fire and eventually spread to the warehouse and its inventory. SCE contests these allegations, and it should be noted that litigation is currently ongoing. Please refer to Tab D for the associated summons and complaint.

*Request No. 11: All photographs taken of the incident location after any repairs or replacements of the involved equipment were performed.*

**Response No. 11:** Refer to Tab B.

*Request No. 12: Were there any outages as a result of this incident? If so:*  
*a. What was the duration of the outage?*  
*b. How many customers were affected?*  
*c. What was the date and time of restoration?*

**Response No. 12:** Yes.

- a. Our information reflects the customer at 56001 Twentynine Palms Highway in Yucca Valley has remained de-energized since the date of the incident.
- b. One, as the aforementioned overhead service conductor only served the customer at 56001 Twentynine Palms Highway in Yucca Valley
- c. N/A.

*Request No. 13: Last detailed inspection records, prior to the incident, for Pole No. 1801326E, with all inspection findings.*

**Response No. 13:** Please refer to Tab E for the Overhead Detail Inspection (ODI) records for Pole No. 1801326E.

*Request No. 14: Last patrol inspection records, prior to incident, for Pole No. 1801326E, with all inspection findings.*

**Response No. 14:** Please refer to Tab F for the Annual Grid Patrol (AGP) records for Pole No. 1801326E.

*Request No. 15: Any work orders for Pole No. 1801326E at the time of the incident, with the following for each work order:*  
*a. Type of work needed to be done*  
*b. Work order creation date*  
*c. Work order due date*  
*d. Work order priority level*

**Response No. 15:** Please refer to Tab G for the Notification records for Pole No. 1801326E.

*Request No. 16: Updated cost of damages to SCE and third parties as a result of this incident.*



Response No. 16: SCE field personnel did not create a repair order, therefore there is currently no cost of damages to SCE. When the initial complaint was filed, the plaintiffs' damages were described as "in excess of \$3,000,000.00." The plaintiff has since modified their damages to approximately \$300,000.00 and litigation is ongoing.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Lopez", written over a light gray rectangular background.

Aaron Lopez

Enclosure

## Ocampo, Stacey

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**From:** USRB  
**Sent:** Monday, May 22, 2023 12:54 PM  
**To:** Palmer, Leslie L; SED-Gas Section-North; SED-Gas Section-South; SED-Electric Safety and Reliability Branch - South; SED-Electric Safety and Reliability Branch - North; SED Wildfire Safety and Enforcement Branch; compliance@energysafety.ca.gov  
**Subject:** FW: Electric Safety Incident Reported- Southern California Edison Company Incident No: 230522-15482

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**From:** webmaster@cpuc.ca.gov <webmaster@cpuc.ca.gov>  
**Sent:** Monday, May 22, 2023 12:54:18 PM (UTC-08:00) Pacific Time (US & Canada)  
**To:** USRB <usrb@cpuc.ca.gov>  
**Cc:** bernice.cordero@sce.com <bernice.cordero@sce.com>  
**Subject:** Electric Safety Incident Reported- Southern California Edison Company Incident No: 230522-15482

### The Following information regarding this incident has been reported:

**Reporting Date:** 5/22/2023 12:51:26 PM  
**Incident Date:** 9/29/2021 @ 11:30 a.m.  
**Reported By:** Bernice Cordero , Senior Manager  
**Utility Name:** Southern California Edison Company  
**Phone Number:** (626)302-6716  
**Email Address:** bernice.cordero@sce.com

**Incident Location:** 56001 Twentynine Palms Hwy Yucca Valley , San Bernardino County

### Reasons For Reporting:

- Fatalities? No (Utility: , Others: )
- Names of Fatalities:
- Injuries? (Utility: , Others: )
- Names of Injured:
- Damage? Yes (Utility: , Others: )
- Interruption? (Total Customers: , Total Hours: )
- Operator Judgement? Yes
- Media Coverage? No

**Cause of Incident:** Unknown (Other Cause: )

### Agencies on Scene:

### Facilities Affected:

- Utilities Facilities: Trail
- Voltage (KV): 12 kV
- Customer's Facilities:

### DigIn Information:

- Excavator Name:
- Contact:
- Phone: ( ) -

**Incident Recovery:**

- On Scene Date & Time: @ 00:00 a.m.
- Service Restored: @ 00:00 a.m.

**Summary:** SCE submits this report as it may meet the damage to property of the utility or others estimated to exceed \$50,000 reporting requirement. SCE was recently served with a lawsuit filed on behalf of the tenants of a subject property seeking damages alleging SCE facilities were involved in the ignition of a structure fire that occurred on September 29, 2021. There was no circuit activity on the Trail 12 kV out of Yucca Substation on the date of the incident and the overhead service that supplied the site sustained damage due to the structure fire. The investigation is ongoing.