

**PANISH | SHEA | RAVIPUDI LLP**  
Rahul Ravipudi (SBN 204519)  
11111 Santa Monica Blvd, Ste 700  
Los Angeles, CA 90025  
Phone: (310) 477-1700  
[ravipudi@panish.law](mailto:ravipudi@panish.law)

**COREY, LUZAICH, DE GHETALDI & RIDDLE LLP**

Amanda L. Riddle (SBN 215221)  
700 El Camino Real  
Millbrae, CA 94030  
Phone: (650) 871-5666  
[alr@coreylaw.com](mailto:alr@coreylaw.com)

**SINGLETON SCHREIBER LLP**

Gerald Singleton (SBN 208783)  
591 Camino De La Reina, Ste 1025  
San Diego, CA 92108  
Phone: (619) 771-3473  
[gsingleton@singletonschreiber.com](mailto:gsingleton@singletonschreiber.com)

**Liaison Counsel for Individual Plaintiffs**

*(Additional Counsel listed on next page)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JEREMY GURSEY, Individually  
Plaintiff,  
vs.

SOUTHERN CALIFORNIA EDISON  
COMPANY, a California Corporation; and  
DOES 1 through 100, inclusive,  
Defendants.

) Lead Case No: 25STCV00731  
)  
) Assigned for all purposes to:  
) Judge: Hon. Laura A. Seigle  
) Dept.: 17  
)

**~~[PROPOSED]~~ PRESERVATION ORDER**

) Date: April 3, 2025  
) Time: 10:00 AM  
) Location: Dept 17, Spring Street  
)

**FILED**  
Superior Court of California  
County of Los Angeles

04/03/2025

David W. Stryker, Executive Officer / Clerk of Court

By: N. Navarro Deputy

**GROTEFELD HOFFMANN**

Jordan B. Everakes (SBN 251371)  
5535 Balboa Boulevard, Suite 219  
Encino, CA 91316  
(747) 233-7150

[JEverakes@ghlaw-llp.com](mailto:JEverakes@ghlaw-llp.com)

**SCHROEDER LOSCOTOFF STEVENS  
LLP**

Amanda R. Stevens (SBN 252350)  
502 Mace Blvd., Suite 11  
Davis, CA 95618  
Phone: (916) 438-8300

[astevens@calsubro.com](mailto:astevens@calsubro.com)

**Liaison Counsel For Subrogation  
Plaintiffs**

**BARON & BUDD P.C.**

John P. Fiske (SBN 249256)  
Victoria E. Sherlin (SBN 312337)  
11440 West Bernardo Court, Suite 265  
San Diego, CA 92127  
Phone: (858) 251 -7424

[fiske@baronbudd.com](mailto:fiske@baronbudd.com)

[tsherlin@baronbudd.com](mailto:tsherlin@baronbudd.com)

**Liaison Counsel for the Public Entity  
Plaintiffs**

**SOUTHERN CALIFORNIA EDISON  
COMPANY**

Belynda B. Reck, State Bar No. 163561  
[belynda.reck@sce.com](mailto:belynda.reck@sce.com)  
Patricia A. Cirucci., State Bar No. 210574  
[patricia.cirucci@sce.com](mailto:patricia.cirucci@sce.com)  
Brian Cardoza, State Bar No. 137415  
[brian.cardoza@sce.com](mailto:brian.cardoza@sce.com)  
2244 Walnut Grove Avenue  
Rosemead, CA 91770  
Telephone: (626) 302-6628

**Attorneys for Defendants Southern  
California Edison Company and Edison  
International**

**COZEN O'CONNOR**

Howard D. Maycon (SBN 183766)  
601 S. Figueroa Street, Suite 3700  
Los Angeles, CA 90017

Phone: (213) 892-7900

[hmaycon@cozen.com](mailto:hmaycon@cozen.com)

**BAUMAN LOEWE WITT & MAXWELL,  
PLLC**

Matthew E. Delinko (SBN 302832)  
8765 E Bell Road, Suite 210  
Scottsdale, AZ 85260

Phone: (480) 502-4664

[mdelinko@blwmlawfirm.com](mailto:mdelinko@blwmlawfirm.com)

**DIAB CHAMBERS LLP**

Ed Diab (262319)  
Kristen Barton (SBN 303228)  
10089 Willow Creek Road, Suite 200  
San Diego, CA 92131  
Phone: (619) 658-7010

[ed@dcfirm.com](mailto:ed@dcfirm.com)

[kbarton@dcfirm.com](mailto:kbarton@dcfirm.com)

1 FOR GOOD CAUSE SHOWN, the Court hereby ORDERS as follows:

2 Except in the case of agreement of the parties, an order from the Court, or where  
3 specifically identified below, for example in an emergency<sup>1</sup> (with reasonable efforts to provide 48-  
4 hours' advance notice to Plaintiffs' Liaison Counsel<sup>2</sup>):

5 **I. Preservation of Physical Materials and Equipment**

6 **a) Preliminary Area of Origin.**

7 Until the completion of the inspection and testing protocol orders entered on March  
8 17, 2025, SCE will continue to preserve in place all SCE transmission equipment  
9 within the Los Angeles County Fire Department's (the "County") preliminary area  
10 of origin, around coordinates N34.1860422292 W118.09357612511549  
11 ("Preliminary Origin Area") in Eaton Canyon. SCE will provide a proposed  
12 protocol that will describe removal from the field of equipment for these lines. The  
13 parties will then meet and confer regarding that protocol and whether continued  
14 preservation in place of equipment not removed from the field is necessary (and if it  
15 is, the conditions of that future preservation). Until that meet and confer and  
16 agreement with Plaintiffs, or Court order, SCE shall not remove or alter equipment  
17 in the Preliminary Origin Area, except as provided for in this Order or as further  
18 provided by the Court or in a removal protocol, and except in the case of emergency  
19 (with reasonable efforts to provide advance notice to Plaintiffs).

20 **b) Transmission Circuits.**

21 Until the completion of the inspection and testing protocol orders entered on March  
22 17, 2025, except in the case of emergency, and as further provided herein, SCE will  
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25 <sup>1</sup> As used throughout this Order, "emergency" as defined by CAISO, means any event that  
26 threatens, harms, or limits the capabilities of any element of the transmission grid and overall grid  
27 reliability. An "emergency" also includes any event that endangers public health and safety.

28 <sup>2</sup> "Plaintiffs" is defined as all individuals or entities, including Individual Plaintiffs, Subrogation  
Plaintiffs, and Public Entity Plaintiffs, that have filed an action that has been consolidated into this  
case.

1 preserve the towers<sup>3</sup> and transmission lines, and any equipment on those towers and  
2 transmission lines, excluding equipment in substations, for (i) the Goodrich-Gould,  
3 Eagle Rock-Mesa, Mesa-Vincent No. 1, Mesa-Vincent No. 2, and Mesa-Sylmar  
4 circuits in Eaton Canyon for spans from the County's Preliminary Origin Area to the  
5 Gould substation and (ii) for the Eagle Rock-Gould circuit between the Eagle Rock  
6 and Gould substations. Within thirty (30) days following the completion of the  
7 inspection and testing protocol orders, the parties will meet and confer regarding  
8 removal from the field of equipment for these lines, and whether continued  
9 preservation in place of equipment not removed from the field is necessary (and if it  
10 is, the conditions of that future preservation), except in the case of emergency (with  
11 reasonable efforts to provide advance notice to Plaintiffs). Until that meet and  
12 confer and agreement with Plaintiffs, or Court order, SCE shall not remove or alter  
13 the equipment described herein, except as provided for in this Order or as further  
14 provided by the Court.

15 SCE is to not take action regarding modification and/or removal of equipment on  
16 the Mesa-Sylmar Circuit, including and between Towers 208 and Tower 227,  
17 without agreement with Plaintiffs following a meet and confer regarding the  
18 removal, inspection, and preservation of specified physical evidence on that circuit.  
19 SCE will propose a protocol governing removal of facilities from this line.

20 **c) Substations.**

21 Until the completion of the inspection and testing protocol orders entered on March  
22 17, 2025, and the visual inspection of the substations that the parties are planning for  
23 early April 2025, except in the case of emergency (with reasonable efforts to  
24 provide advance notice to Plaintiffs), and as further provided herein, SCE will  
25 preserve all equipment in its possession, custody, or control in the Eagle Rock,  
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27 <sup>3</sup> The towers include the three transmission towers in the Preliminary Origin Area: 1) the M6T1  
28 structure, carrying the Eagle-Rock Mesa and Mesa-Vincent No. 2 transmission lines, 2) the M24T3  
structure, carrying the Mesa-Vincent No. 1 and Goodrich-Gould transmission lines, and 3) the  
M16T1 structure, carrying the Mesa-Sylmar transmission line.

1 Gould, Mesa, Goodrich,<sup>4</sup> and Vincent substations that is related to the Goodrich-  
2 Gould, Eagle Rock-Mesa, Mesa-Vincent No. 1, Mesa-Vincent No. 2, Mesa-Sylmar,<sup>5</sup>  
3 and Eagle Rock-Gould transmission circuits. To the extent maintenance is required  
4 on any such SCE equipment, SCE shall preserve any removed equipment in a secure  
5 facility and shall, to the extent feasible and permissible, (a) video-record the  
6 removal or maintenance of such equipment, and (b) will make reasonable efforts to  
7 give 48 hours' notice to plaintiffs' counsel in the Eaton Fire Cases of the planned  
8 maintenance. Within 30 days of the completion of the inspection and testing  
9 protocol orders, the parties will meet and confer regarding removal from the field of  
10 equipment for these lines, and whether continued preservation in place of equipment  
11 not removed from the field is necessary (and if it is, the conditions of that future  
12 preservation). Until that meet and confer and agreement with Plaintiffs, or Court  
13 order, SCE shall not remove or alter the equipment described herein, except as  
14 provided for in this Order or as further provided by the Court. The parties  
15 contemplate that after completing the inspection and testing, and resolving which  
16 equipment will be removed from the substations, if any, SCE will be able to resume  
17 normal operations of the substations described in this paragraph.

18 **d) Distribution Equipment.**

19 SCE has represented that it has preserved, and was previously ordered to preserve,  
20 SCE distribution equipment within a one-mile radius of the Preliminary Origin Area  
21 identified in Exhibit A ("Preservation Zone"), and any removed equipment has been  
22 preserved in a secure area ("Secure Zone"). After July 7, 2025, unless Plaintiffs  
23 identify any equipment in the field in the Preservation Zone for which there is a  
24 reasonable basis for SCE to preserve, SCE will no longer be obligated to document  
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26 <sup>4</sup> For the avoidance of doubt, SCE has informed Plaintiffs that it does not own the Goodrich  
27 substation, and therefore some data and/or equipment may not be in SCE's possession, custody, or  
28 control.

<sup>5</sup> For the avoidance of doubt, SCE has informed Plaintiffs that the Mesa-Sylmar line does not  
connect to a substation.

1 and preserve equipment in the field in the Preservation Zone, and SCE's obligation  
2 to preserve equipment in the Preservation Zone will terminate. For the equipment  
3 located in the secure area, SCE will give Plaintiffs a reasonable opportunity to  
4 inspect the materials. Plaintiffs will then have until June 13, 2025 to identify  
5 equipment for which there is a reasonable basis to continue preserving, where the  
6 "reasonable basis" will be determined by agreement of the Parties or by the Court.  
7 Any disagreements will be raised with the Court prior to June 27, 2025, so that they  
8 can be resolved prior to July 7, 2025. For materials where a reasonable basis has  
9 been identified, either by agreement of the Parties or the Court, SCE will continue  
10 preserving the equipment in a secure location; where there is no reasonable basis,  
11 SCE may dispose of that equipment in the ordinary course, absent another  
12 obligation to preserve it under California law. For the avoidance of doubt, the  
13 Preservation Zone extends roughly one mile west of the Preliminary Origin Area to  
14 North Allen Avenue with the following boundaries:

- 15 i. The western boundary is North Allen Avenue.
- 16 ii. The northern boundary extends from (i) the intersection of North Allen  
17 Avenue and Pinecrest Drive, (ii) along Pinecrest Drive (iii) to the  
18 intersection of Pinecrest Drive and East Loma Alta Drive, and (iv) extending  
19 at a roughly 45 degree angle to the northeastern corner of Altadena.
- 20 iii. The southern boundary is the perimeter of Altadena east of North Allen  
21 Avenue extending just south of East Washington Boulevard.
- 22 iv. The eastern boundary is the eastern perimeter of Altadena extending from  
23 East Washington Boulevard up to the northeastern corner of Altadena.

## 24 **II. Preservation of Documents and Data**

- 25 a) SCE will preserve all documents, information, and data in its possession, custody, or  
26 control related to any re-energization and subsequent de-energization of the six  
27 transmission lines (Goodrich-Gould, Eagle Rock-Mesa, Mesa-Vincent No. 1, Mesa-  
28 Vincent No. 2, Mesa-Sylmar, and Eagle Rock-Gould) between January 7, 2025 and

1 the re-energization that is expected to occur by May 1, 2025, including but not  
2 limited to all video, photographs, LiDAR data, SCADA data, operator logs,  
3 documentation of monitoring results, and the results of any testing or monitoring of  
4 the grounding of Towers in Eaton Canyon (including Towers M24T3 and M16T1).

5 b) SCE will preserve all Energy Management System (“EMS”) data, Distribution  
6 Management System (“DMS”) data, and Historian system data in its possession,  
7 custody, or control from the five years prior to the Eaton Fire until January 21, 2025  
8 for (i) the Goodrich-Gould, Eagle Rock-Mesa, Mesa-Vincent No. 1, Mesa-Vincent  
9 No. 2, Mesa-Sylmar, and Eagle Rock-Gould transmission circuits, and (ii) the  
10 distribution circuits located in Altadena.

11 c) SCE will preserve all documents, information, and data currently in its possession,  
12 custody, or control from the five years prior to the Eaton Fire until January 21, 2025,  
13 related to the six transmission lines listed above, including but not limited to all  
14 video, photographs, LiDAR data, SCADA data, operator logs, and troubleman logs.  
15 SCE will preserve the data that it has collected from devices at the Eagle Rock,  
16 Gould, Mesa, and Vincent substations as it relates to the six transmission lines,  
17 including data stored in digital fault recorders and protective devices such as  
18 protective relays (i.e. .cev files, event logs, etc.) to the extent it was able to be  
19 retrieved. SCE will also preserve centrally stored SCADA data (EMS, DMS and  
20 Historian) related to the distribution circuits in Altadena, and all system operations  
21 audio recordings from January 7 and 8, 2025.<sup>6</sup>

22 d) **Plaintiffs’ Preservation.** Plaintiffs will make reasonable efforts to preserve all  
23 documents, data, communications, and statements related to the origin of the Eaton  
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25 <sup>6</sup> For the avoidance of doubt, SCE has informed Plaintiffs that relay data (including native .cev  
26 event files) for the relays that monitor the active transmission lines resides in devices in the field.  
27 The data is overwritten and is not preserved, as a matter of course, unless it is manually retrieved  
28 from the device. On March 7, 2024, SCE produced to Plaintiffs the relay data that it had manually  
retrieved for the five active transmission lines noted in this Order. SCE does not anticipate that it  
has additional relay data for these lines from the last five years to produce. SCE has also informed  
Plaintiffs that there is no electrical data—including no relay data—for the Mesa-Sylmar line, which  
is not connected to any substation.

1 Fire and any claimed losses, for example: photographs, videos, hard copy  
2 documents, emails, text messages, messages via any online messaging service, and  
3 posts or communications on social media applications. No provision of this Order is  
4 intended to expand any Plaintiff's preservation obligations under California law.  
5 Further, nothing in this section shall prohibit or limit any Plaintiff from making  
6 reasonable efforts to remove debris and/or hazards from their properties, mitigate  
7 their damages, and/or otherwise engage in the process of rebuilding their properties,  
8 infrastructure, facilities or lands. Public Entity Plaintiffs have various interests in  
9 engaging in efforts for the health and safety of the public, including but not limited  
10 to debris removal activities and/or hazard mitigation efforts. Nothing herein shall  
11 limit or otherwise prevent Public Entity Plaintiffs from engaging in such efforts.  
12 Notwithstanding the foregoing, Plaintiffs will make reasonable efforts to preserve  
13 documents and communications regarding rebuild and mitigation efforts, to the  
14 extent those documents and communications are within Plaintiffs' possession,  
15 custody, or control.

### 16 **III. Re-Energization**

- 17 a) Except as set out in subsections (b) and (c), below, until the completion of the  
18 inspection and testing protocol orders entered on March 17, 2025, as well as any  
19 further protocols ordered and until agreement of the parties, SCE will not re-  
20 energize (i) the Goodrich-Gould, Eagle Rock-Mesa, Mesa-Vincent No. 1, Mesa-  
21 Vincent No. 2, and Mesa-Sylmar circuits in Eaton Canyon for spans from the  
22 County's Preliminary Origin Area to the Gould substation or (ii) the Eagle Rock-  
23 Gould circuit between the Eagle Rock and Gould substations.
- 24 b) The obligations in subsection (a) are subject to the following exceptions: (i) further  
25 Court order, (ii) an emergency, or (iii) if CAISO, WECC, NERC, FERC or another  
26 federally-regulated entity or federal agency requires SCE to re-energize any of them;  
27 *provided that* if re-energization is required for any of these reasons, SCE shall make  
28

reasonable efforts to give Liaison Counsel at least 48 hours' notice before re-energization.

- c) The obligations in subsection (a) are also subject to an exception that SCE may re-energize if SCE determines that re-energizing is required in order for SCE to meet federal reliability standards for the bulk transmission system, which carry the force of federal law; provided that if SCE determines that re-energization is required to meet federal reliability standards for the bulk transmission system, then SCE shall apply for ex parte relief from the Court and obtain Court approval before re-energization.
- d) SCE shall be permitted to re-energize and resume normal operations of the equipment and transmission lines discussed in this paragraph no later than May 1, 2025.

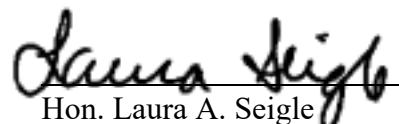
#### **IV. General Provisions**

- a) Nothing in this order shall abridge SCE's or Plaintiffs' obligations to preserve evidence under California law or under agreements with specific parties in the Eaton Fire Cases.
- b) Nothing in this order constitutes an agreement that any preserved documents, data, information, or equipment are relevant, or discoverable, or admissible.
- c) Nothing in this order shall be construed as an agreement limiting or otherwise expanding SCE's or Plaintiffs' discovery rights, except as specifically set out herein.

**IT IS SO ORDERED.**

Dated: 04/03/2025



  
Hon. Laura A. Seigle  
Judge of the Superior Court  
Laura A. Seigle / Judge

## EXHIBIT A



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**EATON FIRE CASES**  
**25STCV00731 (Lead Case – Gurse)**  
**ELECTRONIC PROOF OF SERVICE**

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

On April 3, 2025, I caused to be served the following document(s) described as:

**[PROPOSED] PRESERVATION ORDER**

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

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

Executed on April 3, 2025, at Aliso Viejo, California.

  
\_\_\_\_\_  
Kyli Lewis