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5 Attorneys for Plaintiffs, EDWARD KLIMASZEWSKI
and ANASTASIA KLIMASZEWSKI-ROUSSEL

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

11 EDWARD KLIMASZEWSKI and
12 ANASTASIA KLIMASZEWSKI-ROUSSEL,

13 Plaintiffs,

14 vs.

15 CITY OF LOS ANGELES; CITY OF LOS
16 ANGELES ACTING BY AND THROUGH
17 THE LOS ANGELES DEPARTMENT OF
18 WATER AND POWER; CITY OF LOS
19 ANGELES ACTING BY AND THROUGH
20 THE LOS ANGELES FIRE DEPARTMENT;
21 and DOES 1 through 100,

22 Defendants.

CASE NO. 25STCV16802

COMPLAINT FOR DAMAGES

**1. INVERSE CONDEMNATION
2. BREACH OF MANDATORY DUTY**

DEMAND FOR JURY TRIAL

21 Plaintiffs EDWARD KLIMASZEWSKI and ANASTASIA KLIMASZEWSKI-ROUSSEL
22 allege and complain:

I. INTRODUCTION

23 1. This case arises out of the catastrophic Palisades Fire that began on January 7, 2025 in the
24 hills southeast of Palisades Drive in Pacific Palisades, California. It ultimately became the worst
25 natural disaster in the history of the City of Los Angeles, scorching over 23,000 acres, destroying
26 more than 6,800 structures, killing at eleven people, and displacing tens of thousands of residents.
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1 2. Plaintiffs EDWARD KLIMASZEWSKI and ANASTASIA KLIMASZEWSKI-
2 ROUSSEL lost their home at 1382 Piedra Morada Drive to the fire, along with all their personal
3 property, irreplaceable family items, documents, and household effects.

4 3. The Palisades Fire was driven by hurricane-force winds, critically low humidity, and
5 dangerously dry fuel levels. But the devastation was vastly compounded by the Defendants'
6 deliberate and reckless decision to operate Pacific Palisades' water system with its largest
7 firefighting asset — the Santa Ynez Reservoir — offline for nearly a year.

8 4. LADWP's own senior officials admitted that the Santa Ynez Reservoir, with 117 million
9 gallons of emergency water, was taken out of service in February 2024 and left empty as a "cost-
10 saving" measure. By the time the fire broke out, firefighters were relying on three smaller tanks (1
11 million gallons each), all of which ran dry within 12 hours — by 3:00 a.m. on January 8.

12 5. Without water pressure, fire hydrants failed. Fire crews could not mount any meaningful
13 suppression effort. Residents were forced to abandon their homes, many literally running for their
14 lives as the fire advanced.

15 6. As the New York Times put it, the Palisades Fire "exposed a web of governments, weak
16 by design." It was not just tragic — it was a foreseeable, systemic failure at the most basic level of
17 public service.

18 7. Defendants' water system design, construction, and operation constituted a known,
19 inherent risk to private property, especially in a high-fire-risk zone explicitly flagged by the
20 California Public Utilities Commission's Fire-Threat Map.

21 8. Defendants' mismanagement of the water system was not only negligent — it constituted
22 a violation of Plaintiffs' constitutional rights. The destruction of Plaintiffs' home and property, a
23 direct and foreseeable result of Defendants' conduct, constitutes an unconstitutional taking without
24 just compensation under Article I, Section 19 of the California Constitution and the Fifth and
25 Fourteenth Amendments to the United States Constitution.

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1 9. Further, video that captured the ignition of the Palisades Fire on January 7 provides
2 evidence the disastrous blaze was the rekindling of a fire from days earlier, according to four
3 wildfire investigation experts who reviewed the footage. That footage shows that the two wildfires
4 broke out in very close proximity: the small Lachman Fire on New Year's Day and, six days later,
5 the Palisades Fire. According to experts, the Palisades Fire falls under the category of a "rekindle"
6 because of an undiscovered ignition outside the border of the fire. In effect, another fire was
7 already going, it just did not travel until the winds kicked up.

8 10. And, on January 7, the National Weather Service warned Southern California that a “life-
9 threatening, destructive and widespread windstorm” could batter the tinder-dry region. Any spark,
10 the agency said, could lead to “extreme fire behavior.”

11 11. Despite these warnings, Defendant LOS ANGELES FIRE DEPARTMENT did not return
12 to the prior burn area after they had left it at 4:14 p.m. on January 1.

13 12. The inherent and foreseeable risk of a fire — in the area where a fire had burned only days
14 earlier — was exacerbated by Defendants' water supply mismanagement and failed infrastructure.

13. As a direct and proximate result of Defendants' acts and omissions to act, Plaintiffs were
damaged and suffered substantial losses; Plaintiffs seek damages for the total loss of their
residence, personal property, loss of use and enjoyment, displacement expenses, general damages,
emotional distress damages, and all other foreseeable and consequential harms.

II. PARTIES

20 14. Plaintiff EDWARD KLIMASZEWSKI is an individual residing in Aurora, Ohio, and is
21 the owner of the subject property.

22 15. Plaintiff ANASTASIA KLIMASZEWSKI-ROUSSEL is an individual residing in
23 Southern California, and co-owner of the subject property.

24 16. Defendant CITY OF LOS ANGELES (“Defendant(s)”) is a municipal entity duly
25 organized under California law.

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1 17. Defendant LOS ANGELES DEPARTMENT OF WATER AND POWER (“LADWP or
2 “Defendant(s)”) is a governmental agency and proprietary department of the CITY OF LOS
3 ANGELES responsible for managing and controlling the water and power supply of Los Angeles,
4 and for the design, operation, and maintenance of the water infrastructure in Pacific Palisades.

5 18. Defendant LOS ANGELES FIRE DEPARTMENT (“LAFD” or “Defendant(s)”) is a
6 governmental agency and department of the CITY OF LOS ANGELES responsible for fighting
7 fires and protecting property in the City of Los Angeles, including Pacific Palisades.

8 19. Plaintiffs are unaware of the true names and capacities of Defendants sued herein as
9 DOES 1 through 100 and will amend this Complaint when their identities are ascertained.

III. JURISDICTION AND VENUE

11 20. This Court has jurisdiction under California Constitution Article I, Section 19 and related
12 statutory and common laws.

13 21. Venue is proper under Code of Civil Procedure § 395.5 because LADWP maintains its
14 principal place of business at 111 North Hope Street, Los Angeles, California; the LAFD maintains
15 its principal place of business at 200 North Main Street, 16th Floor, Los Angeles, California.

16 22. Plaintiffs each filed Government Claims with Defendants CITY OF LOS ANGELES and
17 LADWP on or about March 24, 2025. Neither Claim was accepted nor formally rejected. For an
18 inverse condemnation cause of action, no such claim is required. (Government Code § 905.1.)

19 23. Plaintiffs each filed Government Claims with Defendant LAFD on or about June 5, 2025.
20 Neither Claim has yet to be accepted or formally rejected.

21 24. For an inverse condemnation cause of action, a Government Claim is not required.
22 (Government Code § 905.1.)

IV. FACTUAL ALLEGATIONS

24 25. The Palisades Fire erupted on January 7, 2025, igniting near the site of a smaller fire only
25 days earlier. It exploded down-canyon into residential neighborhoods, pushed by winds exceeding
26 100 mph.

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1 26. The Santa Ynez Reservoir had been drained for minor repairs since February 2024.
2 LADWP consciously delayed these repairs to solicit outside contractor bids rather than using in-
3 house crews. As a result, Pacific Palisades' firefighting water supply was catastrophically
4 inadequate.

5 27. LADWP's chief engineer admitted the three remaining tanks ran dry in rapid succession.
6 LAFD Captain Erik Scott stated publicly that hydrants failed due to low pressure. County Public
7 Works director Mark Pestrella acknowledged the system was not designed to fight wildfires.

8 28. Despite repeated past wildfires in the area — including the 2018 Woolsey Fire —
9 Defendants designed and operated a system wholly inadequate for foreseeable wildfire conditions.
10 Experts, including Dr. Upmanu Lall of Arizona State University, confirmed that, without the
11 reservoir, the system was doomed to fail in a major fire.

12 29. The National Weather Service issued extreme fire warnings days before the event.
13 Defendants had clear notice of the risk and chose not to act. With devastating consequences,
14 Defendants chose not to return to the earlier Lachman Fire to ensure against a rekindling.

15 30. The result was complete and total destruction of Plaintiffs' property. Plaintiffs have
16 suffered the total loss of their residence, personal belongings, vital documents, and cherished
17 memories.

18 31. Plaintiffs also have suffered serious financial damages, including, but not limited to: loss
19 of use and enjoyment of their home, costs of displacement, insurance shortfalls, permitting and
20 rebuilding delays, code upgrades, intense emotional distress, and general pain and suffering.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Inverse Condemnation

(Cal. Const. art. I, § 19)

25 32. Plaintiffs reallege all prior paragraphs as though fully set forth herein.

26 33. Each Defendant is a public entity and/or a department or proprietary department of a
27 public entity.

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1 34. Each Defendant constructed, maintained, operated, or otherwise engaged in a public use
2 and, in so doing, took or damaged Plaintiffs' valuable property interests, entitling Plaintiffs to just
3 compensation

4 35. Defendants' operation, design, and management (and mismanagement) of the water
5 infrastructure — especially the Santa Ynez Reservoir — and Defendants' mismanagement of fire
6 protection resources and services, constituted a public use that was a substantial factor in the
7 destruction of Plaintiffs' real and personal property.

8 36. The water infrastructure, operated and maintained by the CITY OF LOS ANGELES and
9 the LADWP, posed a known and unacceptable fire risk to surrounding residents and their private
10 property. Defendants CITY OF LOS ANGELES and LADWP knowingly accepted that risk.

11 37. Further, Defendant LAFD chose not to return to the location of the small Lachman Fire
12 merely days earlier, forgoing the opportunity to ensure against the rekindling of that fire, which is
13 what caused the Palisades Fire that destroyed Plaintiffs' home. Defendant LAFD knew that
14 forgoing that opportunity posed a known and unacceptable fire risk to surrounding residents and
15 their private property. Defendant LAFD knowingly accepted that risk.

16 38. Defendant LAFD also failed in its duty to ensure sufficient water pressure in the hydrants
17 in and around Pacific Palisades.

18 39. As a direct, legal, and proximate result of Defendants' acts and omissions to act,
19 Plaintiffs' home and property were taken and/or damaged for a public use without just
20 compensation, entitling Plaintiffs to damages under Article I, Section 19 of the California
21 Constitution and related federal law.

SECOND CAUSE OF ACTION

Breach of Mandatory Duty

(Gov. Code § 815.6)

25 40. Plaintiffs reallege all prior paragraphs as though fully set forth herein.

26 41. Defendants had a mandatory duty under state and local law (a) to provide and maintain
27 adequate public water infrastructure for firefighting purposes, and (b) to control and extinguish
28 injurious or dangerous fires.

1 42. These duties, and others, are imposed by “enactments” (Government Code § 810.6)
2 intended to protect against the type of harm Plaintiffs suffered.

3 43. Los Angeles Municipal Code § 51.00 declares that “[t]he City of Los Angeles has a duty
4 to protect and promote public welfare within its boundaries and to protect residents and visitors
5 against discrimination, threats and retaliation.”

6 44. Section 602 of the City Charter states that “[t]he board of each Proprietary Department
7 [such as the LADWP] shall have possession, management and control of all property and rights of
8 every kind whatsoever: (a) conferred upon the department by the Charter; (b) purchased with funds
9 under its control; or (c) received through ordinance, or with approval of the board, through other
10 action of the Council or from any other source, if consistent with Departmental Purposes.” Section
11 672 of the City Charter states, in pertinent part, that the LADWP “shall have the possession,
12 management and control of: (a) Water and Water Rights, Lands, and Facilities. Whether situated
13 inside or outside of the City or the State of California, all the water and water rights of the Los
14 Angeles River, all other water or water rights of every nature and kind owned or controlled by the
15 City, and all the lands, rights-of-way, sites, facilities and property used for the capture,
16 transportation, distribution and delivery of water for the benefit of the City, its inhabitants and its
17 customers. The water and water rights, lands, rights-of-way, sites, facilities and other interests of
18 the City related to its water business under the possession, management and control of the board
19 shall be known as the Water Assets.”

20 45. Section 675 of the Los Angeles City Charter states, in pertinent part, that “[t]he board
21 shall have the power and duty to acquire, provide for, construct, extend, maintain and operate all
22 improvements, utilities, structures, facilities and services as it may deem necessary or convenient
23 for Departmental Purposes.”

24 46. Section 520 of the Los Angeles City Charter states that the LAFD’s duty is to control and
25 extinguish injurious or dangerous fires and to remove that which is liable to cause those fires. It
26 also requires the LAFD to enforce all ordinances and laws relating to the prevention or spread of
27 fires, fire control, and fire hazards within the City, as well as to conduct fire investigations and
28 protect lives and property in case of disaster or public calamity.

1 47. In addition, the Los Angeles Municipal Code addresses access, fire water flow
2 requirements, and hydrants. Specifically, LAMC § 57.507.3.1 establishes fire water flow
3 standards. Fire water flow requirements, as determined by the LAFD, vary by location as they are
4 dependent on land use (e.g., higher intensity land uses require higher flow from a greater number
5 of hydrants), life hazard, occupancy, and fire hazard level. As set forth in LAMC § 57.507.3.1, fire
6 water flow requirements vary from 2,000 gallons per minute (gpm) in low density residential areas
7 to 12,000 gpm in high-density industrial and commercial areas; high density residential land uses
8 have a minimum required fire flow of 4,000 gpm from four adjacent hydrants flowing
9 simultaneously.

10 48. Defendants violated their duties by knowingly and recklessly failing to repair and restore
11 the Santa Ynez Reservoir and by failing to provide a water system sufficient for urban fire
12 suppression. Defendants also breached their duties by failing to fully put out the Lachman Fire and
13 for not returning to the location of the Lachman Fire knowing, and being warned of, dangerous
14 winds and extreme fire hazard.

15 49. Defendants' breaches of their statutory duties directly, proximately, and legally caused
16 Plaintiffs' injuries and damages including, without exclusivity, monetary damages of several
17 millions of dollars, including real and personal property losses, loss of use and enjoyment,
18 emotional distress, general pain and suffering, displacement costs, and related economic damages,
19 all according to proof.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

22 1. For compensation for the taking or damaging of private property;

23 2. For general and special damages, including:

24 ○ Cost of repairing or replacing real and personal property;

25 ○ Loss of use and enjoyment of property;

26 ○ Displacement and alternative housing costs;

27 ○ Insurance gaps and under coverage;

28 ○ Rebuilding costs, code upgrades, and permit delays;

- o Loss of income and business interruption;
- o Emotional distress and pain and suffering;

3. For litigation costs under Code Civ. Proc. § 1036, including attorneys' fees, expert fees, and consulting costs;
4. For prejudgment interest;
5. For costs of suit incurred herein;
6. For any and all other relief the Court deems just and proper.

Dated: June 10, 2025

Respectfully submitted,

KONELL RUGGIERO LLP

cnRuggiero

Cheryl Ruggiero
Attorney for Plaintiffs,
EDWARD KLIMASZEWSKI and ANASTASIA
KLIMASZEWSKI-ROUSSEL

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all causes of action so triable.

Dated: June 10, 2025

KONELL RUGGIERO LLP

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Cheryl Ruggiero
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EDWARD KLIMASZEWSKI and ANASTASIA
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