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*Attorneys for Plaintiffs*

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

1 BRIAN WHELAN, an individual;  
2 RACHAEL KRUK, an individual;  
3 JANE WARNER, an individual;  
4 BOB WARNER, an individual;  
5 DAVID FREDERICK SPRINKLE; an  
6 individual

7 Plaintiffs,

8 vs.

9 SOUTHERN CALIFORNIA EDISON  
10 COMPANY, a California Corporation;  
11 EDISON INTERNATIONAL, a California  
12 Corporation; and DOES 1–100, inclusive,  
13

14 Defendants.

**Case No.:**

**COMPLAINT FOR DAMAGES:**

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

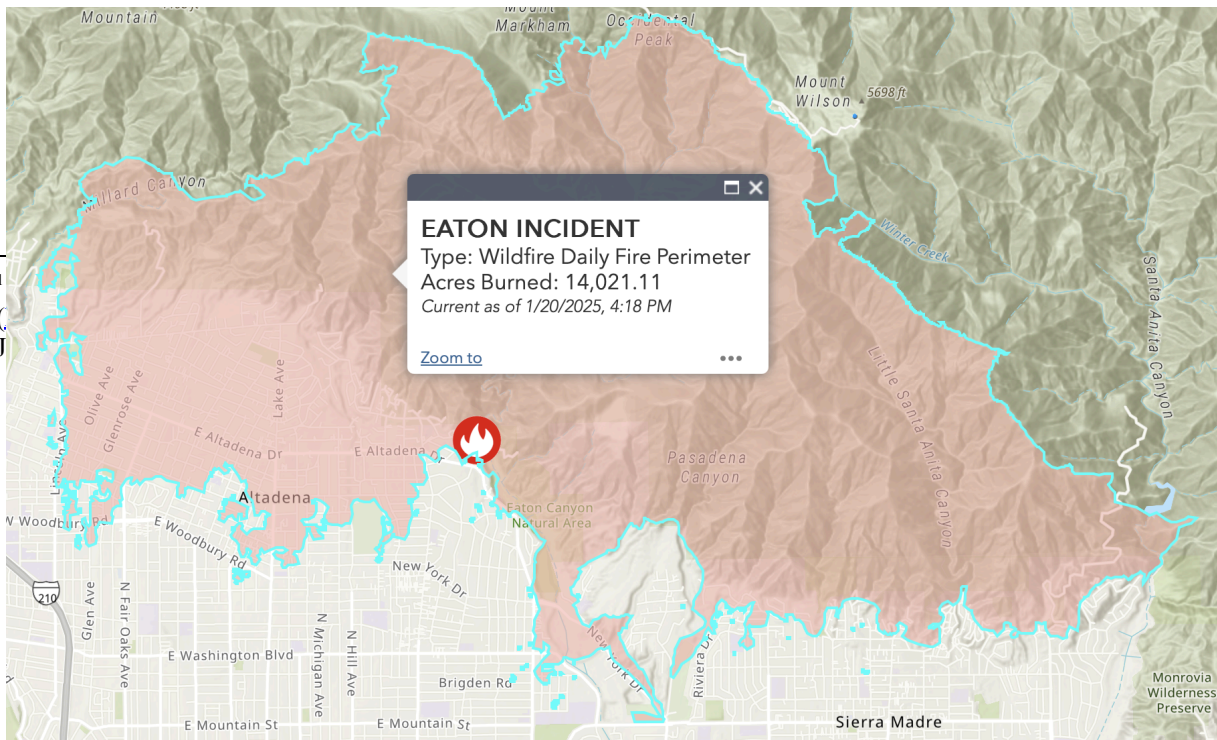
**Demand for Jury Trial**

**[Amount demanded exceeds \$25,000]**

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1           **I.       INTRODUCTION**

2           1.       This complaint arises from the catastrophic Eaton Fire, which ignited at  
3 approximately 6:15 p.m. on January 7, 2025, in the Eaton Canyon area, an unincorporated  
4 census-designated place in Los Angeles County known as Altadena California (hereinafter the  
5 “Origin”).<sup>1</sup> Fueled by dry vegetation, fierce Santa Ana winds, and the failure of SOUTHERN  
6 CALIFORNIA EDISON COMPANY (“SCE”), EDISON INTERNATIONAL (“EI”,  
7 collectively with SCE, “Edison”), and DOES 1 through 100 (collectively with Edison,  
8 “Defendants”), both individually and collectively, to safely maintain their electrical  
9 infrastructure, appurtenances, and vegetation, the fire spread rapidly. As of the filing of this





1 complaint, the fire has burned over 14,000 acres, destroyed at least 9,418 structures, and claimed  
2 the lives of at least 17 people, with many more suffering injuries.<sup>2,3,4</sup>

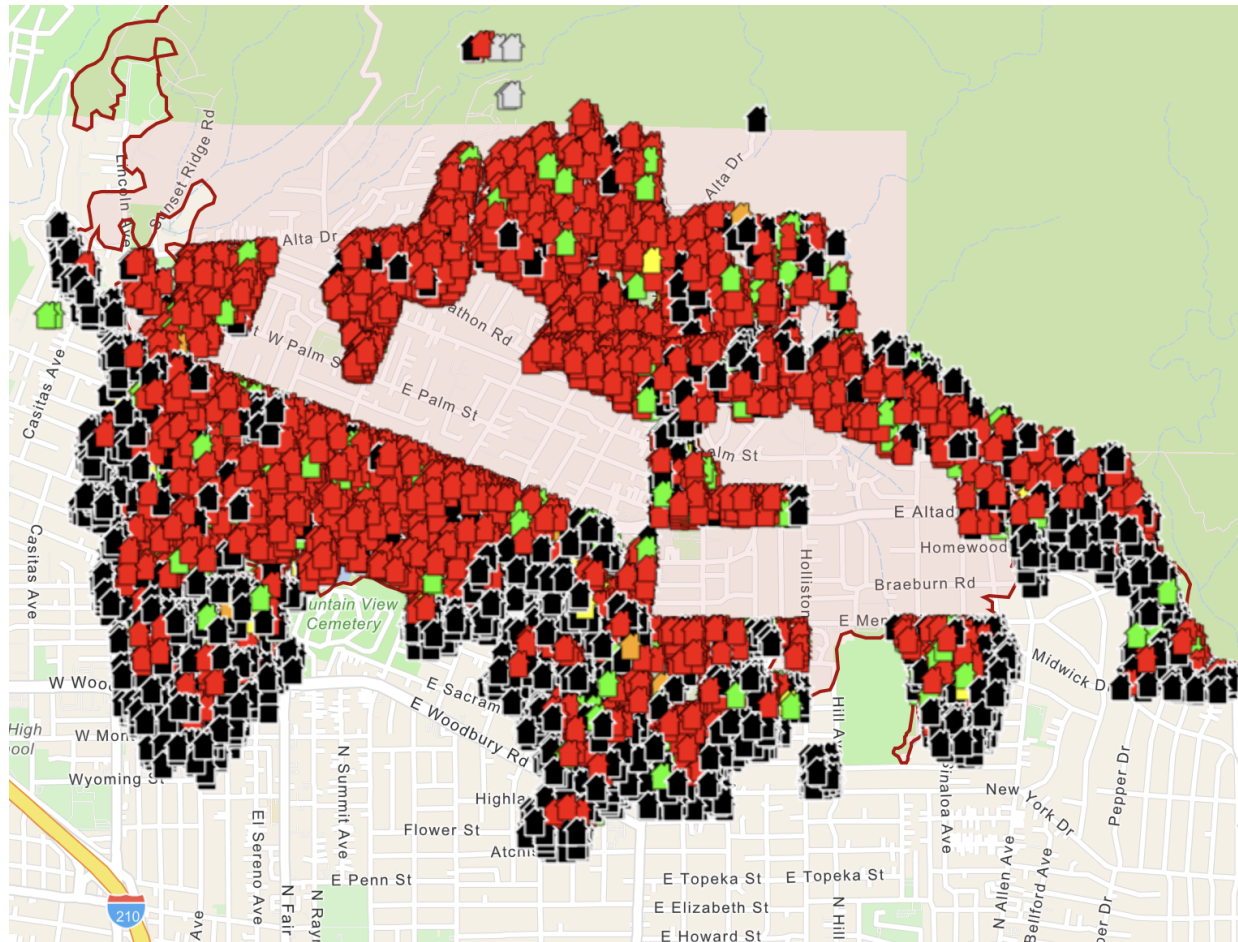
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13 <sup>2</sup> <https://www.fire.ca.gov/incidents/2025/1/7/eaton-fire/updates/81799edc-8d82-4957-ae12-99fd766d33c8> (last  
accessed January 21, 2025)

14 <sup>3</sup> <https://recovery.lacounty.gov/eaton-fire/> (last accessed January 14, 2025).

15 <sup>4</sup> Structures includes residences, commercial building, outbuildings, and vehicles.

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(Map shows Altadena burn area; red house ideograms represent a destroyed structure. [Fn. 3

1 *supra.*)

2           2.       Plaintiffs, who include homeowners, residents, renters, business owners,  
3 businesses, and other legal entities, bring this action to recover damages for the devastating  
4 losses caused by this wholly preventable disaster. Plaintiffs have suffered and/or continue to  
5 suffer personal injuries, property and business losses, emotional distress, and other damages  
6 resulting from the Eaton Fire.

7           3.       The Eaton Fire is yet another tragic example of Edison’s pattern of neglect and  
8 mismanagement, a legacy of repeated failures to address known risks associated with its aging  
9 and hazardous electrical infrastructure. For decades, Edison has been warned about the dangers



20 Homes destroyed by the Eaton fire in Altadena, Calif. Philip Cheung for The New York Times

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1 posed by its high-voltage transmission and distribution systems, particularly in regions  
2 classified as Very High Fire Hazard Severity Zones (“Red Zones”), like Eaton Canyon. Yet,  
3 Edison has consistently prioritized its profit margins over public safety, choosing to defer  
4 maintenance, delay infrastructure upgrades, avoid updating its maintenance and operating  
5 policies and procedures, and ignore warnings from regulators and experts.

6 (Image from The New York Times “A Father and Son Called for Help Escaping as Flames  
7 Approached. None Came.” <https://www.nytimes.com/2025/01/13/us/eaton-fire-victims.html>  
8 (last accessed January 16, 2025).

9 4. This history of a failure to act has contributed to some of California’s most  
10 devastating wildfires, including the Thomas Fire in 2017 and the Woolsey Fire in 2018, both of  
11 which were ignited by Edison’s equipment. These fires destroyed thousands of homes, burned  
12 hundreds of thousands of acres, displaced entire communities, and caused immeasurable  
13 suffering. Despite billions of dollars in damages and numerous findings of negligence, Edison  
14 has failed to adopt the necessary precautions to prevent similar tragedies. The Eaton Fire  
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1 represents not an isolated incident, but a predictable consequence of Edison’s willful disregard  
2 for the safety of the communities it serves.






3           5.       As a utility, Edison operates as a regulated monopoly in its service area,  
4 providing power to millions of Californians under a regulated rate of return regulated by the  
5 California Public Utilities Commission. In exchange for this privileged status, Edison is  
6 obligated to ensure that its operations do not pose undue risks to the public in its service area.  
7 Yet Edison has repeatedly prioritized profits over safety, choosing to maintain the status quo  
8 rather than investing in necessary infrastructure upgrades and maintenance to address the  
9 well-documented challenges of California’s climate. Despite devastating fires in recent years  
10 directly linked to Edison’s equipment—including the Woolsey Fire in 2018, which burned  
11 nearly 97,000 acres, destroyed 1,643 structures, and claimed three lives, and the Thomas Fire in  
12 2017, which scorched over 280,000 acres and caused widespread devastation—Edison has  
13 failed to implement comprehensive safety measures. Investigations into these fires revealed that  
14 poorly maintained electrical infrastructure, including aging equipment, overgrown vegetation,  
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1 and inadequate safeguards during high-risk weather conditions, were significant factors in their  
2 ignition and spread.

3 6. Even after these catastrophic events, Edison's response has been grossly  
4 insufficient. Instead of systematically upgrading its infrastructure, undergrounding its lines, or  
5 increasing its reliance on preemptive power shutoffs during extreme fire risk conditions, Edison  
6 has continued to prioritize its profit margins, maintaining practices that leave communities  
7 vulnerable to disaster. The California Public Utilities Commission and numerous investigations

 <p><b>Wildfire / PSPS</b></p> <p>Ignition associated with SCE's overhead electrical assets and operation</p> <p>PSPS analyzed as ignition mitigation and as a standalone risk</p>	 <p><b>Contact with Energized Equipment</b></p> <p>Human contact with energized equipment potentially causing electrical shock to the public</p>	 <p><b>Underground Equipment Failure</b></p> <p>Asset failure which potentially causes uncontrolled release of energy from a vault or manhole</p>	 <p><b>Seismic</b></p> <p>SCE's inability to effectively respond and recover from a catastrophic earthquake</p>
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 <p><b>Physical Security</b></p> <p>Compromise of SCE physical security which potentially leads to workplace violence, property theft, or other consequences</p>	 <p><b>Cyber Attack</b></p> <p>Disruption of operations from a cyber attack with the ability to damage systems or interrupt critical business functions</p>	 <p><b>Hydro Dam Failure</b></p> <p>Failure of Dam leads to uncontrolled rapid release of water</p>	 <p><b>Employee Safety</b></p> <p>Incidents involving SCE employee, potentially exposing workers to hazards</p>	 <p><b>Contractor Safety</b></p> <p>Incidents involving SCE contractors, potentially exposing workers to hazards</p>
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 <p><b>Wildfire / PSPS</b></p> <p>Ignition associated with SCE's overhead electrical assets and operation</p> <p>PSPS analyzed as ignition mitigation and as a standalone risk</p>	 <p><b>Contact with Energized Equipment</b></p> <p>Human contact with energized equipment potentially causing electrical shock to the public</p>	 <p><b>Underground Equipment Failure</b></p> <p>Asset failure which potentially causes uncontrolled release of energy from a vault or manhole</p>	 <p><b>Seismic</b></p> <p>SCE's inability to effectively respond and recover from a catastrophic earthquake</p>
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 <p><b>Physical Security</b></p> <p>Compromise of SCE physical security which potentially leads to workplace violence, property theft, or other consequences</p>	 <p><b>Cyber Attack</b></p> <p>Disruption of operations from a cyber attack with the ability to damage systems or interrupt critical business functions</p>	 <p><b>Hydro Dam Failure</b></p> <p>Failure of Dam leads to uncontrolled rapid release of water</p>	 <p><b>Employee Safety</b></p> <p>Incidents involving SCE employee, potentially exposing workers to hazards</p>	 <p><b>Contractor Safety</b></p> <p>Incidents involving SCE contractors, potentially exposing workers to hazards</p>
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1 have repeatedly identified the need for proactive measures, yet Edison has maintained a  
2 consistent pattern of failing to address known equipment defects, inadequate vegetation  
3 management practices, and other safety gaps that have long posed significant fire risks. This  
4 ongoing negligence has contributed to multiple destructive wildfires, underscoring the  
5 company's repeated disregard for implementing meaningful solutions, and ultimately placing  
6 the public, as well as property, in continuous danger. CPUC "2022 SCE Risk Assessment  
Mitigation Phase (RAMP) Proceeding"

7 [https://www.cpuc.ca.gov/about-cpuc/divisions/safety-policy-division/risk-assessment-and-safety-  
9 -analytics/risk-assessment-mitigation-phase/sce-ramp/sce-2022-ramp](https://www.cpuc.ca.gov/about-cpuc/divisions/safety-policy-division/risk-assessment-and-safety-<br/>8 -analytics/risk-assessment-mitigation-phase/sce-ramp/sce-2022-ramp) (last accessed January 16,  
10 2025). The Eaton Fire is not an anomaly but a direct result of Edison's persistent neglect,  
11 reckless disregard for safety, and failure to invest in the critical improvements necessary to  
12 prevent such tragedies.

(CPUC "Nine Principal Safety Risks Identified within SCE 2022 RAMP", *Ibid.*)

13 7. Plaintiffs bring this action to hold Edison accountable for its negligence, willful  
14 disregard for public safety, and failure to meet its obligations under California law. The causes  
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1 of action include negligence, inverse condemnation, premises liability, trespass, private and  
2 public nuisance, and violations of the California Public Utilities Code and Health and Safety  
3 Code. Plaintiffs seek compensatory and punitive damages, as well as injunctive relief to prevent  
4 similar tragedies in the future.

## 5 **II. JURISDICTION & VENUE**

6 8. This Court has jurisdiction over this matter pursuant to California Code of Civil  
7 Procedure sections 395(a), 395.5, and 410.10. At all relevant times, Defendants conducted  
8 substantial business in Los Angeles County, California.

9 9. Venue is proper in this Court because the events giving rise to this complaint,  
10 including the ignition of the Eaton Fire and resulting damages, occurred within Los Angeles  
11 County. Moreover, Defendants' principal places of business and substantial operational  
12 activities are based in this County, making this venue appropriate under California law.

## 13 **III. PARTIES**

14 10. Plaintiffs are individuals and/or entities that owned and/or rented property,  
15 owned personal property, owned and/or operated businesses, affected by the Eaton Fires, and all  
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1 and each of them individually seek all available damages and remedies available in law for their  
2 individual claims and losses according to proof at the time of trial, and are identified as follows:

3 11. Plaintiff BRIAN WHELAN and RACHAEL KRUK was at all relevant times  
4 herein the owner and/or occupier of real property and owners of personal property destroyed by  
5 the Eaton Fire.

6 12. Plaintiff BOB WARNER and JANE WARNER was at all relevant times herein  
7 the owner and/or occupier of real property and owners of personal property destroyed by the  
8 Eaton Fire.

9 13. Plaintiff DAVID FREDERICK SPRINKLE was at all relevant times herein the  
10 owner and/or occupier of real property and owners of personal property destroyed by the Eaton  
11 Fire.

12 14. Defendant SCE is one of the nation's largest electric utilities serving a 50,000  
13 square mile area including Southern California, and serving 15 million residents, including  
14 Plaintiffs herein. As part of supplying electricity to members of the public, SCE and EDISON  
15 installed, constructed, built, maintained, and operated overhead power lines, together with  
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1 supporting utility poles and transformers, for the purpose of conducting electricity for delivery  
2 to members of the general public. Furthermore, on information and belief, SCE is responsible  
3 for maintaining vegetation near, around, and in proximity to their electrical equipment in  
4 compliance with State and Federal regulations, specifically including, but not limited to, Public  
5 Resource Code § 4292, Public Resource Code § 4293, CPUC General Order 95, and CPUC  
6 General Order 165.

7 15. SCE is a privately-owned public utility, which enjoys a state-protected monopoly  
8 or quasi-monopoly, derived from its exclusive franchise provided by the State of California and  
9 is virtually identical to a governmental entity. SCE's monopoly is guaranteed and safeguarded  
10 by the California Public Utilities Commission, which possesses the power to refuse to issue  
11 certificates of public convenience and necessity to permit potential competition to enter the  
12 market. The policy justifications underlying inverse condemnation liability are that individual  
13 property owners should not have to contribute disproportionately to the risks from public  
14 improvements made to benefit the community as a whole. Under the rules and regulations set  
15 forth by the California Public Utilities Commission, amounts that SCE must pay in inverse  
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1 condemnation can be included in their rates and spread among the entire group of rate payers so  
2 long as they are otherwise acting as a reasonable and prudent manager of their electric  
3 distribution systems.

4 16. Defendant EI is a publicly traded company that owns and/or manages an  
5 “Electric Plant” as defined in Section 217 of the Public Utilities Code, and, like its subsidiary,  
6 SCE, is both an “Electric Corporation” and a “Public Utility” pursuant to, respectively, Sections  
7 218(a) and 216(a) of the Public Utilities Code. It develops and operates energy infrastructure  
8 assets related to the production and distribution of energy such as power plants, electric lines,  
9 natural gas pipelines and liquefied natural gas receipt terminals. EDISON’s assets total in  
excess of \$50 billion.

10 17. Defendant EI is the parent company of SCE, headquartered in the same location,  
11 and jointly oversees operations impacting residents and businesses throughout the region.

12 18. The Defendants designated herein as DOES 1–100, inclusive, are presently  
13 unknown to Plaintiff, who, therefore, sues said Defendants by such fictitious names. Plaintiffs  
14 are informed and believe, and thereupon allege, that each of the Defendants designated herein as  
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1 a “Doe” is legally responsible for the events and happenings hereinafter referred to, and  
2 proximately caused or contributed to the injuries and damages as hereinafter described.

3 Plaintiffs will seek leave of the Court to amend this complaint, in order to show the true and  
4 names and capacities of such parties, when each has been ascertained.

5 19. Defendants DOE 1 through DOE 25 include individuals or entities who owned,  
6 operated, inspected, maintained, or controlled the electrical transmission and distribution system  
7 or related equipment in the Eaton Canyon area. These Defendants are responsible for the  
8 negligent acts and omissions that caused the Eaton Fire.

9 20. Defendants DOE 26 through DOE 50 include contractors, subcontractors,  
10 consultants, or agents retained by Edison to assist in the inspection, maintenance, vegetation  
11 management, or repair of electrical infrastructure in, or affecting, the fire’s origin area.

12 21. Defendants DOE 51 through DOE 75 include manufacturers, suppliers, and  
13 distributors of electrical equipment, components, or materials used by Edison, directly or  
14 vicariously. These Defendants are responsible for supplying defective equipment, components,  
15 or materials that contributed to the ignition of the Eaton Fire.  
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1           22. Defendants DOE 76 through DOE 100 are individuals or entities who acted  
2 negligently or unlawfully in ways that contributed to the fire’s ignition or spread. These include  
3 those who provided oversight, permitting, or failed to adequately perform their obligations in  
4 connection with the infrastructure.

5           23. Plaintiffs are informed and believe that each DOE Defendant acted as an agent,  
6 servant, or employee of Edison and other Defendants, and in doing the things alleged herein  
7 acted within the scope of their agency or employment.

8           24. Plaintiffs allege that each Defendant, including DOE Defendants, acted in  
9 concert with others or ratified the acts and omissions of other Defendants in furtherance of the  
10 conduct alleged.

11           **IV. FACTUAL BACKGROUND AND ALLEGATIONS**

12           25. Edison is a privately-owned public utility that operates under a state-protected  
13 monopoly or quasi-monopoly status granted through its exclusive franchise from the State of  
14 California. *See Gay Law Students Association v. Pacific Telephone & Telegraph Co.* (1979) 24  
15 Cal.3d 458, 469 (investor-owned utility more like government entity than private employer  
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1 — close regulation by CPUC). This status effectively positions Edison as analogous to a  
2 governmental entity for many purposes, including liability under inverse condemnation. *See*  
3 *Barham v. So. Cal. Edison Co.* (1999) 74 Cal. App 4th 744 (utility liable for wildfire started by  
4 its powerlines under inverse condemnation); *Reardon v. San Francisco* (1885) 66 Cal. 492, 501  
5 (provided property owners right to seek compensation when a public improvement results in  
6 indirect harm negatively affecting property). Edison’s monopoly is safeguarded by the  
7 California Public Utilities Commission (“CPUC”), which has the authority to block competitors  
8 by denying certificates of public convenience and necessity, thereby ensuring Edison’s  
9 exclusive control over electricity distribution within its service area. *See e.g.*, Cal. Pub. Util.  
Code §§ 6201– 6302.

10           26.     The principle underlying inverse condemnation liability is that individual  
11 property owners should not bear disproportionate losses for risks associated with public  
12 improvements that benefit the broader community. *See* Cal. Const. Art. 1 § 19 (“Private  
13 property may be taken or damaged for a public use and only when just compensation [] has first  
14 been paid to . . . the owner.”); *Customer Co. v. City of Sacramento* (1995) 10 Cal.4th 368, 377,  
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1 fn. 4 (“An inverse condemnation action is an eminent domain proceeding initiated by the  
2 property owner rather than the condemner. The principles which affect the parties’ rights in an  
3 inverse condemnation suit are the same as those in an eminent domain action.” (internal  
4 citations omitted).) As a monopoly utility, Edison operates infrastructure that serves public  
5 needs, including high-voltage transmission and distribution systems. When such infrastructure  
6 causes harm, the costs of compensation under inverse condemnation are intended to be  
7 distributed among all ratepayers, ensuring fairness across the community.

8 27. Under CPUC regulations, Edison may pass on the costs of inverse condemnation  
9 liability to its ratepayers through rate adjustments, provided it can demonstrate that it acted as a  
10 reasonable and prudent manager in maintaining and operating its electrical systems. See *Locklin*  
11 *v. the City of Lafayette* (7 Cal.4th 327). However, if Edison’s negligence or failure to adhere to  
12 industry safety standards leads to liability, the CPUC retains discretion to deny such cost  
13 recovery, further emphasizing the need for Edison to prioritize safety and diligence in its  
14 operations. See e.g., Cal. Pub. Util. Code §§ 6201– 6302.  
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1           28.     At all relevant times, Edison owned, operated, designed, constructed, installed,  
2 inspected, maintained, and controlled the electrical transmission and distribution systems  
3 located in and/or traversing Eaton Canyon, including all appurtenant hardware, fixtures,  
4 easements, and rights-of-way (the “Grid”).

5           29.     The Grid was utilized by Defendants to distribute electricity to the public at large  
6 and specifically to their customers in Southern California, including those residing in the  
7 communities surrounding Eaton Canyon.

8           30.     The Grid was inherently hazardous and required heightened care due to the risks  
9 associated with transmitting electricity, including the risk of igniting a wildfire. Despite this,  
10 Edison’s Grid was in a dangerous condition, posing an unreasonable risk to the public of  
11 electrical failure, fire ignition, and property damage to surrounding communities.

12           31.     Edison was aware, or should have been aware, of these hazardous conditions,  
13 including aging infrastructure, inadequate vegetation management, and the foreseeability of  
14 extreme weather events increasing fire risk. Edison’s failure to address these dangers violated  
15 California Public Utilities Commission General Order 95, which mandates safety standards for  
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1 electrical lines, and California Health & Safety Code section 13001, which prohibits negligent  
2 acts that could cause fires. By failing to exercise the heightened care required for its operations,  
3 Edison's actions and omissions directly and proximately caused the ignition of the Eaton Fire.

4           32.       Video and photographic evidence, surveillance footage, and eyewitness  
5 accounts confirm that the fire originated at the base of a high-voltage transmission tower  
6 believed to be owned, operated, and/or controlled by Edison. Witnesses observed sparks and  
7 arcing emanating from Edison-owned transmission lines shortly before flames ignited below the  
8 tower. Surveillance footage from a nearby home and photos taken by residents captured the  
9 fire's initial moments at approximately 6:10 p.m., showing electrical sparks and flames at the  
10 base of the tower. One photograph also clearly depicts lights on at a nearby home after the fire  
11 started, further confirming that not all of Edison's transmission lines were deenergized at the  
12 time. This was confirmed by homeowners fleeing the fire shortly after its documented ignition.



8 (Photos from residents Marcus and Jennifer Errico; *see also*

9 <https://pasadenanow.com/main/the-moment-the-eaton-fire-ignited> (last accessed January 15,  
10 2025).)

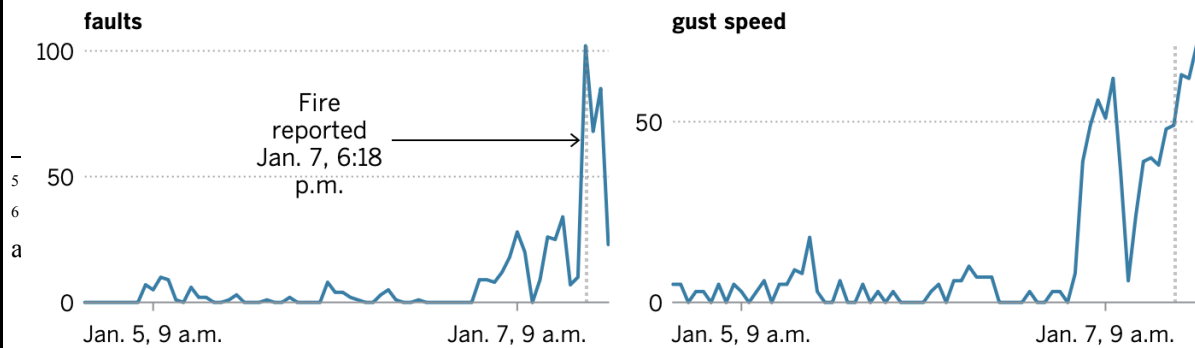
11 33. Despite repeated “Red Flag” warnings from the National Weather Service  
12 regarding very high winds, extreme fire weather conditions, and the classification of Eaton  
13 Canyon as a Very High Fire Hazard Severity Zone (“Red Zone”), Edison made the deliberate  
14 choice not to de-energize all of its transmission lines traversing Eaton Canyon, ignored  
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1 overgrown vegetation near its equipment, and neglected to implement proactive maintenance and  
2 safety measures to prevent this foreseeable disaster even though they knew or should have  
3 known the grave risks associated with maintaining power in such conditions.

4 34. Data from Whisker Labs, a company that monitors electrical activity through a  
5 network of approximately 14,000 sensors, indicates that homes near Eaton Canyon in Altadena  
6 were still energized at 6:15 p.m. on January 7, 2025. This is further evidence that Edison's Grid  
7 in and around Eaton Canyon were energized at the time the Eaton Fire ignited.<sup>5</sup>

8 35. In the hours leading up to the fire, Whisker Labs recorded a significant increase  
9 in power grid faults in the area. Specifically, there were 317 faults detected near the Eaton Fire's  
10 origin, compared to the negligible number typically observed on an average day.<sup>6</sup> These faults,

### Eaton area electrical grid showed increased faults as fire began



16 Faults in the general vicinity of the Eaton fire  
17 [Whisker Labs](#)

18 Terry Castleman LOS ANGELES TIMES

1 often caused by factors such as tree limbs contacting wires or equipment failures, can produce  
2 sparks capable of igniting nearby vegetation, especially under dry and windy conditions.

3 (Graphic from The Los Angeles Times “Southern California Edison preserving equipment near  
4 Eaton fire starting point”

5 <https://www.latimes.com/california/story/2025-01-09/power-grids-at-three-major-fires-saw-mas>  
6 [sive-influx-in-faults-before-fires](https://www.latimes.com/california/story/2025-01-09/power-grids-at-three-major-fires-saw-mas) (last accessed January 16, 2025).

7 36. Brendan Thorn, who lives in a house that backs up to Eaton Canyon, says his  
8 power flickered around 6:10 p.m. Minutes later a neighbor notified him of a fire under the  
9 transmission lines.<sup>7</sup>

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14 <sup>7</sup> <https://abc7.com/post/california-wildfire-cause-eaton-fire-may-downed-power-line-witness-says/15788334/> (last  
15 accessed January 15, 2025).  
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1           37.     Edison has admitted that its transmission lines in Eaton Canyon were energized at  
2 the time of the fire’s ignition, with only its distribution lines west of Eaton Canyon being  
3 de-energized as part of its Public Safety Power Shutoff (“PSPS”) program.<sup>8, 9, 10</sup>

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11 <sup>8</sup>  
12 [https://newsroom.edison.com/releases/edison-international-provides-update-on-southern-california-wildfires-and-se  
13 e-power-outages](https://newsroom.edison.com/releases/edison-international-provides-update-on-southern-california-wildfires-and-se-e-power-outages) (last accessed January 15, 2025).

14 <sup>9</sup> Transmission lines carry high-voltage electricity over long distances from power plants to substations, where the  
15 voltage is reduced. Distribution lines are lower-voltage lines that deliver electricity from substations to homes and  
16 businesses in local areas.

17 <sup>10</sup> Transmission lines carry high-voltage electricity over long distances from power plants to substations, where the  
18 voltage is reduced. Distribution lines are lower-voltage lines that deliver electricity from substations to homes and  
19 businesses in local areas.  
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## PUBLIC SAFETY POWER SHUTOFF

**The California wildfire threat is real and growing.** One of the ways SCE is reducing wildfire risks is Public Safety Power Shutoffs (PSPS). During these events, we may need to proactively shut off power because of elevated weather conditions — such as strong winds, high temperatures and dry vegetation — that can cause a power line to fall and spark, possibly creating a wildfire.



**PSPS events are temporary and meant to keep you and your community safe.**

Customers who live in high fire risk areas, as defined by the California Public Utilities Commission, are more likely to experience a PSPS. However, customers who do not live in these high fire risk areas may also be impacted because of how the electrical grid is interconnected.

Excerpt from Edison PSPS info sheet;

[https://download.newsroom.edison.com/create\\_memory\\_file/?f\\_id=5cf985132cfac270c053f595&content\\_verified=True](https://download.newsroom.edison.com/create_memory_file/?f_id=5cf985132cfac270c053f595&content_verified=True) (last accessed January 16, 2025).

1           38.     The Eaton Fire is yet another tragic example of Edison’s pattern of neglect and  
2 mismanagement. Sadly, these failures were consistent with previous instances where Edison’s  
3 equipment caused wildfire ignitions:

- 4           a.     In December 2017, the Thomas Fire ignited in Ventura and Santa Barbara  
5 counties, becoming one of the largest wildfires in California’s history at that  
6 time. Investigations revealed that the fire originated from two separate ignition  
7 points involving Edison’s equipment. The first ignition occurred near Anlauf  
8 Canyon, where high winds caused Edison’s power lines to come into contact  
9 with each other—known as “line slap”—resulting in electrical arcing that ignited  
10 dry vegetation. The second ignition occurred near Koenigstein Road, where  
11 equipment failure caused sparks that triggered another blaze. These two fires  
12 eventually merged, creating a catastrophic inferno that consumed over 280,000  
13 acres, destroyed more than 1,000 structures, and led to the tragic deaths of two  
14 individuals.<sup>11</sup>

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<sup>11</sup> <https://vcfd.org/news/vcfd-determines-cause-of-the-thomas-fire/> (last accessed January 15, 2025).

1 The devastation did not end with the fire. Heavy rains in early 2018  
2 caused devastating mudslides in Montecito, an area stripped of vegetation by the  
3 fire, resulting in additional fatalities, widespread property damage, and  
4 displacement of residents. In 2024, Edison agreed to pay \$80 million to settle  
5 federal claims related to the fire's impact on public lands, adding to the financial  
6 and social toll of the disaster. The Thomas Fire exemplifies the severe  
7 consequences of Edison's failure to adequately maintain its infrastructure and  
8 implement safety measures to prevent foreseeable hazards.<sup>12</sup>

- 8 b. In November 2018, the Woolsey Fire erupted in Ventura and Los Angeles  
9 counties, devastating nearly 97,000 acres of land and becoming one of the most  
10 destructive and expensive wildfires in California history with approximately \$6  
11 billion in property damage. Investigators determined that the fire originated near  
12 Edison's equipment at the Santa Susana Field Laboratory. The ignition was  
13 traced to electrical arcing caused by Edison's faulty equipment, including

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14 <https://www.reuters.com/business/energy/southern-california-edison-seeks-recover-16-bln-wildfire-related-losses-2024-08-29/> (last accessed January 15, 2025).



1            slackened guy wires and unmaintained vegetation, which sparked the fire during  
2            high winds.<sup>13</sup>

3            The Woolsey Fire destroyed over 1,600 structures, damaged hundreds  
4            more, and tragically claimed three lives. Nearly 300,000 residents were forced to  
5            evacuate as flames raced through residential communities. The financial toll of  
6            the disaster exceeded \$6 billion, including insured losses and costs to local  
7            governments.<sup>14</sup>

8            In 2021, Edison agreed to pay \$2.2 billion to settle insurance subrogation  
9            claims related to the Woolsey Fire, marking one of the largest settlements for  
10           utility-caused wildfires and \$550 million in penalties and safety measures related  
11           to the Woolsey Fire and several others. This case exemplifies Edison’s repeated  
12           failure to address known risks associated with its infrastructure and highlights  
13           the predictable and preventable nature of such tragedies.<sup>15</sup>

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14 <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/safety-and-enforcement-division/investigations-wildfires/sed-investigation-report---woolsey-fire---redacted.pdf> (last accessed January 15, 2025).

15 <https://www.fire.ca.gov/incidents/2018/11/8/woolsey-fire/> (last accessed January 15, 2025).

16 <https://docs.cpuc.ca.gov/PublishedDocs/SupDoc/A2210002/7781/542974344.pdf> (last accessed January 15, 2025).

1 c. The Bobcat Fire ignited on September 6, 2020, near Cogswell Dam in the San  
2 Gabriel Mountains within the Angeles National Forest. It became one of the  
3 largest wildfires in Los Angeles County’s history, scorching approximately  
4 115,796 acres, including the destruction of over 85 homes and significant  
5 damage to wildlife and natural areas. The Los Angeles County Flood Control  
6 District, Fire District, and County incurred substantial damages as a result.<sup>16</sup>

7 Investigations by the United States Forest Service determined that the fire  
8 was caused by a tree coming into contact with power lines owned and operated  
9 by Edison. The failure of Edison and its tree maintenance contractor, Utility Tree  
10 Service, to properly maintain vegetation near their power lines was identified as  
11 the primary cause of the ignition.<sup>17</sup>

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12 <sup>16</sup>  
<https://counsel.lacounty.gov/county-settles-bobcat-fire-claims-against-southern-california-edison-sce-county-receive-d-over-80-million-from-sce-pursuant-to-the-settlement/> (last accessed January 15, 2025).

13 <sup>17</sup>  
14 <https://www.justice.gov/usao-cdca/pr/us-files-lawsuit-seeking-damages-southern-california-edison-and-tree-service-2020> (last accessed January 15, 2025).

1                    In response to the damages, Los Angeles County negotiated a settlement  
2 with Edison, receiving over \$80 million to address the losses incurred by the  
3 County’s agencies. Additionally, in September 2023, the United States  
4 government filed a lawsuit against Edison and Utility Tree Service, seeking over  
5 \$121 million to recover fire suppression costs and damages to public lands  
6 resulting from the Bobcat Fire.<sup>12, 13</sup>

- 7 d. In late October 2020, Southern California faced two significant wildfires: The  
8 Silverado Fire and the Blue Ridge Fire, both causing substantial damage and  
9 prompting widespread evacuations. The Silverado Fire ignited on October 26,  
10 2020, near Santiago Canyon Road and Silverado Canyon Road in Orange  
11 County. Fueled by strong Santa Ana winds with gusts up to 80 miles per hour,  
12 the fire rapidly spread, burning over 12,400 acres. Approximately 90,000  
13 residents in Irvine, Lake Forest, Foothill Ranch, and surrounding areas were  
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1 forced to evacuate. The blaze also resulted in serious injuries to two  
2 firefighters.<sup>18, 19</sup>

3 Investigations into the cause of the Silverado Fire pointed to utility  
4 equipment. Edison reported that a lashing wire, which was attached to an  
5 underbuilt telecommunication line, may have come into contact with its power  
6 lines, potentially sparking the fire.<sup>20</sup>

7 In October 2023, Orange County filed a lawsuit against Edison and  
8 T-Mobile, alleging negligence in equipment maintenance and seeking recovery  
9 of public and taxpayer resources lost due to the Silverado Fire.<sup>21</sup>

10 The Blue Ridge Fire began on October 26, 2020, in the Chino Hills area  
11 of Orange County. The fire consumed over 13,000 acres and led to evacuation

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12 <sup>18</sup> <https://www.fire.ca.gov/incidents/2020/10/26/silverado-fire> (last accessed January 15, 2025).

13 <sup>19</sup> <https://www.latimes.com/california/story/2020-10-26/silverado-fire-ignites-in-orange-county> (last accessed  
14 January 15, 2025).

15 <sup>20</sup> <https://eonline.com/articles/2020/11/04/latest-california-wildfire-may-have-been-caused-by-lashing-wire.aspx>  
16 (last accessed January 15, 2025).

17 <sup>21</sup> <https://www.ocgov.com/press/orange-county-seeks-taxpayer-losses-two-recent-utility-caused-wildfires>  
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1 orders affecting 90,000 residents. At least 10 homes were destroyed as the fire  
2 threatened communities in Yorba Linda and surrounding regions.<sup>22</sup>

3 While the exact cause of the Blue Ridge Fire was under investigation, the  
4 concurrent timing with the Silverado Fire raised concerns about the role of utility  
5 infrastructure in wildfire ignitions during severe weather conditions. These  
6 incidents underscore the critical need for utility companies to rigorously maintain  
7 their equipment and implement proactive measures during high-risk conditions  
8 to prevent such devastating wildfires.

9 39. Despite the widespread destruction caused by fires linked to Edison’s  
10 infrastructure, the utility has persistently chosen to prioritize profit margins over investing in  
11 safer and more robust systems. Instead, Edison has continued to operate under the status quo,  
12 knowing it can pass costs from wildfire liabilities onto its ratepayers, and profits to its  
13 shareholders.

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14 <sup>22</sup> <https://www.cbsnews.com/news/california-wildfires-evacuation-orders-100000-blue-ridge-fire-silverado-fire/> (last  
15 accessed January 15, 2025).  
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1           40.     Edison’s deliberate inaction is particularly egregious given its awareness of the  
2 increasing fire risks posed by climate change, droughts, and weather patterns. Scientific studies,  
3 regulatory agencies, and environmental advocates have long warned that intensifying droughts,  
4 higher temperatures, and more frequent wind events significantly amplify the likelihood of  
5 wildfires ignited by electrical equipment. The National Oceanic and Atmospheric  
6 Administration (NOAA) notes that climate change, including increased heat and extended  
7 drought, has been a key driver in increasing the risk and extent of wildfires in the western  
8 United States during the last two decades. NOAA “Wildfire climate connection”  
9 <https://www.noaa.gov/noaa-wildfire/wildfire-climate-connection> (last accessed January 15,  
10 2025). Additionally, the U.S. Geological Survey (USGS) highlights that as climate conditions  
11 become hotter and drier, wildfires have grown more intense and destructive across much of the  
12 U.S. USGS “Wildfire and Climate Change”  
13 <https://www.usgs.gov/science-explorer/climate/wildfire> (last accessed January 15, 2025). These  
14 findings underscore the critical need for utilities to adapt their infrastructure and maintenance  
15 practices to mitigate the heightened risks associated with climate change.  
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1           41.     Rather than addressing these challenges by modernizing infrastructure, such as  
2 undergrounding power lines or enhancing vegetation management, Edison has exploited its  
3 monopoly position to delay costly improvements. By prioritizing short-term financial gains over  
4 public safety, Edison has not only endangered the communities it serves but also shifted the  
5 burden of its failures onto ratepayers and taxpayers, who must bear the costs of these  
6 preventable disasters.

7           **V.     CAUSES OF ACTION**

8                                 **FIRST CAUSE OF ACTION**

9                                 (Negligence against all Defendants)

10           42.     Plaintiffs incorporate by reference each and every allegation contained above as  
11 though fully set forth herein.

12           43.     Edison is a privately-owned public utility responsible for the generation,  
13 transmission, and distribution of electricity to millions of residents across Southern California.  
14 Edison operates as a state-sanctioned monopoly under exclusive franchise agreements regulated  
15 by the California Public Utilities Commission (“CPUC”).  
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1           44.     Edison owed a nondelegable duty of care to the Plaintiffs and the public to  
2 ensure that its Grid was designed, maintained, and operated in a safe manner to prevent  
3 foreseeable risks of harm, including wildfires. A reasonable utility company in Edison’s  
4 position knew or should have known of the necessity to exercise heightened care to ensure that  
5 all work was performed safely and in compliance with applicable safety standards. As a utility  
6 entrusted with providing essential public services, Edison is required to comply with applicable  
7 safety regulations and standards, including those established by the CPUC and California Public  
8 Resources Code sections 4292 and 4293, which mandate the clearance of vegetation near  
9 electrical equipment.

10           45.     Prior to the Eaton Fire, Edison hired, retained, contracted, allowed, and/or  
11 otherwise collaborated with DOES 1–100 to perform, support, or enable the work involving the  
12 supervision, inspection, maintenance, repair, and operation of the Grid, to include associated  
13 vegetation, in, around, and affecting the Eaton Canyon area. The tasks for which DOES 1–100  
14 were retained carried a significant risk of fire inherent to the nature of their agency relationship  
15 with Edison.  
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1           46.     This duty is heightened by the inherently dangerous nature of electricity  
2 transmission and the known fire risks in California’s dry and wind-prone regions. Edison’s  
3 obligation to safely manage its infrastructure is nondelegable, meaning it cannot shift  
4 responsibility to contractors, subcontractors, or other entities for ensuring compliance with  
5 safety standards. Edison is directly accountable for any failure to exercise reasonable care in the  
6 operation and maintenance of its electrical systems.

7           47.     As more fully discussed herein, Edison breached its duty of care by failing to  
8 properly maintain and inspect Grid in the Eaton Canyon area. Specifically, despite being aware  
9 of the heightened fire risks due to dry vegetation, fierce Santa Ana winds, and “Red Flag”  
10 warnings issued by the National Weather Service, Edison, among other things:

11           a.     Failing to conduct reasonably prompt, proper and frequent inspections of  
12 the electrical transmission lines, wires, associated equipment and electrical  
13 infrastructure;

14           b.     Failing to design, construct, monitor, and maintain high voltage  
15 transmission and distribution lines in a manner that avoids and/or  
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1 ameliorates predictable/foreseeable fire ignition during long, dry seasons  
2 by insuring that those lines were able to withstand foreseeable  
3 conditions to prevent foreseeable fire ignition;

4 c. Failing to design, construct, operate and maintain high voltage  
5 transmission and distribution lines and equipment infrastructure to  
6 withstand foreseeable wind, drought and vegetation growth conditions to  
7 prevent foreseeable fire ignition;

8 d. Failing to maintain and monitor high voltage transmission and distribution  
9 lines in fire prone areas to avoid igniting fire and spreading fires;

10 e. Failing to install the equipment necessary, and/or to inspect and repair the  
11 equipment installed, to prevent electrical transmission and distribution  
12 lines from improperly sagging, contacting and/or arcing with other metal  
13 wires and/or metal clad equipment placed on its poles;

14 f. Failing to keep its electrical equipment in a safe condition at all times to  
15 prevent fires;  
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1 g. Failing to proactively inspect and maintain vegetation within proximity to  
2 energized transmission and distribution lines;

3 h. Failing to timely and proactively de-energize power lines during  
4 forecasted fire prone conditions;

5 i. Failing to properly train and supervise employees and agents responsible  
6 for the maintenance and inspection of its distribution and transmission  
7 lines and electrical infrastructure;

8 j. Failing to implement and follow regulations and reasonably prudent  
9 practices in de-energizing power lines to prevent foreseeable fire ignition;

10 k. Failing to implement and follow regulations and reasonably prudent  
11 practices in de-energizing power lines after a fire's ignition;

12 l. Failing to properly investigate, monitor, and maintain vegetation to  
13 properly mitigate and ameliorate the foreseeable risk of fire.

14 m. Failing to properly investigate, screen, train and supervise employees and  
15 agents responsible for maintenance and inspection of its overhead electric  
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1 and communications facilities, including tree trimming and vegetation  
2 mitigation and removal around such facilities.

3 48. Edison and DOES 1–25 breached their duty by failing to properly inspect,  
4 maintain, and repair the electrical transmission and distribution systems in Eaton Canyon,  
5 including the failure to remove hazardous vegetation near energized lines.

6 49. Edison and DOES 26–50, as contractors, subcontractors, and consultants retained  
7 by Edison, breached their duty by negligently performing vegetation management, inspection,  
8 and maintenance of electrical infrastructure in the area, directly contributing to the ignition of  
9 the Eaton Fire.

10 50. Edison and DOES 51–75, as manufacturers and suppliers of electrical equipment  
11 used directly or vicariously by Edison, breached their duty by providing defective components  
12 that failed to perform safely under foreseeable conditions, resulting in electrical faults and  
13 arcing that led to the fire.

14 51. Edison and DOES 76–100, as individuals or entities involved in oversight,  
15 permitting, or related services directly or vicariously for Edison, breached their duty by failing  
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1 to adequately monitor and enforce compliance with safety regulations, standards, and best  
2 practices

3 52. Defendants at all times herein had a duty to properly design, construct, operate,  
4 maintain, inspect, and manage its electrical equipment and infrastructure as well as trim trees  
5 and vegetation in compliance with all relevant provisions of applicable orders, decisions,  
6 directions, rules, regulations and statutes, including those delineated by, but not limited to,  
7 Public Utilities Commission General Order 95, including but not limited to Rules 31.2 and 38,  
8 Public Resource Code § 4435, and Public Utilities Commission General Order 165.

9 53. Plaintiffs were and are within the class of persons for whose protection General  
10 Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code section 4435,  
11 and Public Utilities Commission General Order 165 were adopted.

12 54. Defendants', and each of them, actions and omissions constitute a breach of the  
13 standard of care expected of a reasonable utility company under similar circumstances.

14 55. The negligent acts and omissions of Edison and DOES 1–100 were substantial  
15 factors in causing the ignition and rapid spread of the Eaton Fire. As discussed more fully  
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1 herein, video and photographic evidence, eyewitness accounts, and other evidence confirm that  
2 the fire originated at the base of a high-voltage transmission tower owned and operated by  
3 Edison. Witnesses observed sparks emanating from Edison's transmission lines shortly before  
4 flames ignited below the tower. Despite the foreseeable risk of such an event, Edison failed to  
5 take appropriate preventive measures.

6 56. As a direct and proximate result of the negligence of Edison and DOES 1-100,  
7 Plaintiffs have suffered significant damages, including but not limited to:

- 8 a. Destruction of real and personal property.
- 9 b. Loss of business income and livelihood.
- 10 c. Emotional distress and trauma.
- 11 d. Displacement and associated living expenses.

12 57. Medical expenses for injuries sustained due to the fire.

### 13 **SECOND CAUSE OF ACTION**

14 (Inverse Condemnation against all Defendants)

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1           58.     Plaintiffs incorporate by reference each and every allegation contained above as  
2 though fully set forth herein.

3           59.     Plaintiffs bring this claim under Article I, Section 19 of the California  
4 Constitution, which provides that “[p]rivate property may be taken or damaged for public use  
5 only when just compensation, ascertained by a jury unless waived, has first been paid to, or into  
6 court for, the owner.”

7           60.     Under CPUC section 216(a)(1), the term “public utility” is defined to include  
8 “every . . . electrical corporation . . . where the service is performed for, or the commodity is  
9 delivered to, the public or any portion thereof.” (Cal. Pub. Util. Code § 216(a)(1) [emphasis  
10 added]).

11           61.     At all times relevant to this action, Edison qualified as a public utility under  
12 California law, providing electricity to the public for use throughout the State of California,  
13 including Los Angeles County. Edison operated the subject Grid, delivering electricity for  
14 public benefit and performing a function central to its role as a regulated utility. These activities  
15 were carried out pursuant to the exclusive franchise granted by the State of California, further  
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1 emphasizing Edison’s obligation to safely maintain and operate its infrastructure for the  
2 protection of the public it serves.

3           62.     At all relevant times, Defendants Edison, along with DOES 1–100, owned,  
4 operated, controlled, and maintained the Grid, which includes the associated vegetation, that  
5 caused or contributed to the ignition of the Eaton Fire.

6           63.     The Grid constituted public improvements deliberately designed, constructed,  
7 maintained, and operated by Edison and DOES 1–100 for the public benefit of providing  
8 electricity to California residents.

9           64.     On or about January 7, 2025, the Eaton Fire ignited due to what is believed to be  
10 an electrical arcing event caused by Edison’s energized transmission lines in Eaton Canyon,  
11 which ignited the brush and vegetation at the base of the tower where the lines were located.  
12 The fire was a direct, foreseeable, and inevitable result of the deliberate operation and  
13 maintenance of the Electrical Equipment.  
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1           65.     Edison retained DOES 1–25 to manage, operate, and maintain the Grid. DOES  
2 26–50 were contracted by Edison to perform vegetation management and inspection services  
3 near the Electrical Equipment in the area of origin.

4           66.     Additionally, DOES 51–75 included manufacturers and suppliers of defective  
5 components incorporated into the Electrical Equipment. Finally, DOES 76–100 included entities  
6 or individuals providing oversight or failing to enforce safety standards related to the Grid. Each  
7 group contributed directly or indirectly to the conditions that led to the fire.

8           67.     Edison and its agents breached their nondelegable duty to safely maintain and  
9 operate the Grid, resulting in substantial harm to Plaintiffs’ property.

10          68.     The design, construction, and operation of the Grid, and the actions of DOES  
11 1–100 substantially caused the Eaton Fire, which destroyed Plaintiffs’ property and deprived  
12 them of its use and enjoyment. Plaintiffs suffered permanent damage to their property interests,  
13 including structures, land, personal belongings, and natural resources.

14          69.     Edison’s infrastructure constitutes a public improvement operated for the benefit  
15 of the community. The policy underlying inverse condemnation is to ensure that individual  
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1 property owners do not bear disproportionate losses for public improvements. Edison's status as  
2 a regulated utility allows it to distribute the costs of compensation among its ratepayers,  
3 ensuring fairness across the community.

4 70. As a direct result of Defendants' actions, and each of them, Plaintiffs suffered  
5 damages in an amount to be proven at trial. These damages include the loss of real and personal  
6 property, loss of use, and interference with access, enjoyment, and marketability.

7 71. Pursuant to California Code of Civil Procedure section 1036, Plaintiffs are  
8 entitled to recover attorneys' fees, expert fees, litigation expenses, and interest thereon, incurred  
9 as a result of Defendants' inverse condemnation of their property.

10 **THIRD CAUSE OF ACTION**

11 (Premises Liability against all Defendants)

12 72. Plaintiffs incorporate by reference each and every allegation contained above as  
13 though fully set forth herein.  
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1           78.     At all times relevant herein, Plaintiffs were the owners, tenants, and/or lawful  
2 occupiers of property damaged by the Eaton Fire alleged herein.

3           79.     Defendants' actions caused the Eaton Fire and allowed it to ignite and/or spread  
4 out of control, causing injury to Plaintiffs' property.

5           80.     No Plaintiff consented or granted permission to Defendants to ignite, cause,  
6 spread, or exacerbate the Eaton Fire entering their property.

7           **73.** As a direct, proximate, and substantial cause of the trespass, Plaintiffs have suffered and  
8 will continue to suffer damages, including, without limitation, damage to property, lost earnings  
9 and/or profits, medical expenses, discomfort, annoyance, inconvenience, mental anguish,  
10 nuisance, loss of quiet enjoyment, and emotional distress in an amount to be proved at trial.

11           74. Those Plaintiffs who suffered damage to timber, trees, or underwood as a result of  
12 Defendants' trespass seek the right to obtain treble damages for wrongful injuries to their  
13 property inclusive of timber, trees, or underwood on their property, as permitted by California  
14 Civil Code § 3346 and/or otherwise permitted by law as articulated in *Scholes v. Lambirth*  
15 *Trucking Co.*, (2017) 10 Cal.App.5<sup>th</sup> 590, add'd Cal.5<sup>th</sup> 1094 (2020).  
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1           86. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act  
2 created a condition and/or permitted a condition to exist that resulted in an increased risk of fire  
3 hazard, fire, and/or spreading of fire, resulting in a foreseeable obstruction to the comfortable  
4 enjoyment of and/or free use of Plaintiffs' property.

5           87. The damaging effects of the Eaton Fire affect a substantial number of people at  
6 the same time, and/or the public at large.

7           88. No Plaintiff consented or granted permission to Defendants to ignite, cause,  
8 spread, or exacerbate the Eaton Fire.

9           89. As a direct and legal result of the conduct of Defendants, and each of them,  
10 Plaintiffs have suffered and will continue to suffer damages, including, without limitation,  
11 damage to property, lost earnings and/or profits, medical expenses, discomfort, annoyance,  
12 inconvenience, loss of quiet enjoyment, mental anguish, personal injury and/or emotion distress,

13           90. The individual and collective conduct of Defendants, and each of them, resulting  
14 in the Eaton Fire is not an isolated incident, but is part of an ongoing and repeated course of  
15 conduct.  
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1           96. Defendants, regulated public utilities, failed to comply with laws and regulations  
2 governing their operation, *inter alia* and without limit, by failing to:

- 3           a. Ensure the required clearances between power lines and vegetation, as mandated  
4           by California Public Utilities Commission (CPUC) General Order 95, Rule 35,  
5           which stipulates minimum clearance requirements to prevent contact that could  
6           lead to fires; and
- 7           b. Implement Public Safety Power Shutoffs (PSPS) during hazardous weather, a  
8           measure endorsed by the CPUC sections 451 and 399.2(a), and related rules, to  
9           mitigate wildfire risks during extreme conditions.
- 10          c. The SCE Defendants are required to design, engineer, construct, operate and  
11          maintain electrical supply lines, equipment and infrastructure in a manner  
12          consistent with their use, taking into consideration local conditions and other  
13          known or foreseeable circumstances, so as to provide safe and adequate electric  
14          service, pursuant to Public Utility Commission General Order 95, Rule 33.1 and  
15          General Order 165.



1           101. As legal result of Defendants' violation of California Health & Safety Code §§  
2 13007 and 13008, Plaintiffs suffered damage to their property.

3           102. As a further legal result of the violation of California Health & Safety Code  
4 §§ 13007 and 13008 by Defendants, some Plaintiffs suffered damages for which they are  
5 entitled to reasonable attorney's fees under California Code of Civil Procedure § 1021.9 for the  
6 prosecution of this cause of action.

7           103. The conduct alleged against Defendants in this complaint subjected Plaintiffs to  
8 cruel and unjust hardship in conscious disregard of their rights, constituting oppression, for  
9 which Defendants must be punished by punitive and exemplary damages in an amount  
10 according to proof.

11           104. Defendants' conduct was carried on with a willful and conscious disregard of the  
12 rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by  
13 punitive and exemplary damages according to proof.

14           105. By engaging in the acts and omissions alleged in this Complaint, Defendants,  
15 and each of them, willfully, negligently, and in violation of law, set fire to and/or allowed fire to  
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1 ignite and enter onto the property of another in violation of California Health & Safety Code  
2 §13007.

3 106. As a legal result of Defendants' violations of California Health & Safety Code  
4 §13007, Plaintiffs have suffered recoverable damages to property under California Health &  
5 Safety Code §13007.

6 107. As a further result of the violations of California Health & Safety Code § 13007  
7 by Defendants, some of the Plaintiffs herein have suffered damages which entitle them to an  
8 award of reasonable attorney's fees under California Code of Civil Procedure § 1021.9 for the  
9 maintenance and prosecution of this cause of action.

10 108. Further, the willful and wanton misconduct alleged against Defendants in this  
11 Complaint was egregious and done in conscious disregard for the rights of Plaintiffs and others  
12 similarly situated and subjected Plaintiffs to cruel and unjust hardship and oppression for which  
13 Defendants should be punished and made an example of by an award of punitive and exemplary  
14 damages in an amount according to proof.

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**VI. PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiffs pray for relief as follows:

- 2 1. For general damages to compensate Plaintiffs for their losses;
- 3 2. For special damages to compensate Plaintiffs for their economic losses;
- 4 3. Past and future medical expenses and incidental expenses;
- 5 4. General damages for personal injury, emotional distress, fear, worry, annoyance,  
6 disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of property;
- 7 5. Loss of use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal  
8 property;
- 9 6. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related  
10 business interruption losses and displacement expenses;
- 11 7. Evacuation expenses and alternative living expenses;
- 12 8. Erosion damage to real property;
- 13 9. For damages as authorized under CPUC § 2106 and any other applicable statutes;
- 14 10. For cost of repair, depreciation, and/or replacement of damaged, destroyed, and/or lost  
15 personal and/or real property;
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- 1 11. For costs of inverse condemnation litigation under Cal. Code Civ. Pro. § 1036;  
2 12. For pre-judgment interest;  
3 13. For costs of suit incurred herein;  
4 14. Attorneys' fees, expert fees, consultant fees and litigation costs and expense, as allowed  
5 under California Code of Civil Procedure § 1021.9 and/or any other statute; and  
6 15. For punitive and exemplary damages in an amount according to proof under California  
7 Public Utilities Code § 2106 and any and all other statutory or legal basis that may  
8 apply;  
9 16. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

10 Dated: January 28, 2025

**WISNER BAUM LLP**

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*Attorneys for Plaintiffs*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand a jury trial on all issues so triable.

3 Respectfully submitted,

4 Dated: January 28, 2025

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