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Electronically FILED by
Superior Court of California,
County of Los Angeles
1/23/2025 10:21 AM
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 KRISTIN COOK, an individual, KEVIN
17 COOK, an individual, and CLAIRE COOK, an
18 individual,

19 Plaintiffs,

20 v.

21 SOUTHERN CALIFORNIA EDISON
22 COMPANY, a California Corporation;
23 EDISON INTERNATIONAL, a California
24 Corporation, and DOES 1-200, inclusive,

25 Defendants.

Case No. **25STCV01818**

COMPLAINT FOR DAMAGES

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

JURY TRIAL DEMANDED

1 Plaintiffs KRISTIN COOK, KEVIN COOK, and CLAIRE COOK (hereinafter collectively
2 “Plaintiffs”), by and through their attorneys of record, COREY, LUZAICH, DE GHETALDI &
3 RIDDLE LLP and GIBBS LAW GROUP LLP, bring this action for damages suffered from the Eaton
4 Fire against Defendants SOUTHERN CALIFORNIA EDISON COMPANY, EDISON
5 INTERNATIONAL, and DOES 1 through 200, both individually and collectively (hereinafter
6 collectively “Defendants”). Plaintiffs hereby state and allege as follows:

7 **INTRODUCTION**

8 1. This Complaint arises from a wildfire, now known as the “Eaton Fire,” caused by
9 Defendant SOUTHERN CALIFORNIA EDISON COMPANY’s (hereinafter “SCE”) electric
10 powerlines in Los Angeles County in California on January 7, 2025. The Eaton Fire caused
11 approximately 14,021 acres to have been burned as of January 20, 2025.¹ The Eaton Fire continues to
12 ravage the communities of Altadena and Pasadena, which just weeks ago were filled with thriving,
13 diverse neighborhoods.

14 2. The Eaton Fire began when electrical equipment within SCE’s utility infrastructure
15 contacted, or caused sparks to contact, surrounding vegetation. This occurred because: (1) SCE’s
16 utility infrastructure was intended, designed, and constructed to pass electricity through exposed
17 powerlines in vegetated areas; (2) SCE negligently, recklessly, and willfully failed to properly, safely,
18 and prudently inspect, repair, maintain, and operate the electrical equipment in its utility infrastructure;
19 and/or (3) SCE negligently, recklessly, and willfully failed to maintain an appropriate clearance area
20 between the electrical equipment in its utility infrastructure and surrounding vegetation.

21 3. The Eaton Fire is currently ongoing and firefighters work tirelessly to contain the
22 spread. In addition to the 14,021 burned acres, the Eaton Fire destroyed at least 9,418 structures,
23 damaged at least 1,069 structures,² killed at least seventeen (17) civilians and caused at least 24 more

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28 ¹ *Eaton Fire*, Cal. Dept. of Forestry and Fire Protection
<<https://www.fire.ca.gov/incidents/2025/1/7/eaton-fire>> (as of Jan. 20, 2025).

² *Id.*

1 to be reported missing,³ injured at least nine (9) firefighters and civilians, is only 91% contained as of
2 January 22, 2025,⁴ and is catastrophically impacting the local and historic community.

3 4. Altadena is and was home to many landmarks and architecturally unique homes, many
4 of which were decimated and/or damaged in the Eaton Fire. The whimsical Bunny Museum, the
5 Andrew McNally House, the Zane Grey Estate, and Charles S. Farnsworth Park were destroyed, and
6 the historic Janes Village neighborhood was greatly diminished.⁵

7 5. The Eaton Fire destroyed more than historic buildings—its inferno turned one of
8 California’s first integrated middle-class communities into ash. Over time, the Black community grew
9 and thrived in Altadena, resulting in over 80% of Black Altadenans owning their homes and building
10 numerous multigenerational businesses in the community, exemplifying just how far marginalized
11 communities have come from the days of discriminatory housing practices.⁶ A beacon for the
12 American Dream, 54% of Altadena’s residents are people of color, and many Black and Latino
13 families live there because their homes were passed down through the generations.⁷

14 6. Altadena is known for its tightknit community, where neighbors look out for neighbors.
15 Houses of worship, schools, beloved restaurants, and decades-old stores—all gone. These were more
16 than just buildings but were the heartbeat of a vibrant multicultural community and where the
17 community gathered. Now ravaged, this community faces the threat of being unable to continue living
18 in Altadena as many families could only afford to live there because their homes and businesses were

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21 ³ Josh DuBose, *As death toll climbs, 31 people remain missing as result Los Angeles wildfires*, KTLA 5
22 (Jan. 16, 2025, 8:29 PM), <https://ktla.com/news/local-news/31-people-still-missing-in-southern-california-as-result-of-eaton-palisades-fires-sheriff> (last updated Jan. 16, 2025, 10.08 PM).

23 ⁴ *Eaton Fire*, *supra* note 1.

24 ⁵ Sara Chernikoff, et al., *Landmarks and local institutions damaged or destroyed in LA Fires: See maps*,
25 Milwaukee Journal Sentinel (Jan. 14, 2025, 3:21 PM),
<<https://www.jsonline.com/story/graphics/2025/01/14/maps-la-fires-landmarks-destroyed-eaton-palisades/77597127007/>> (last updated Jan. 15, 2025, 7:32 PM).

26 ⁶ Chelsea Bailey, et al., *For historically Black Altadena, the combined wildfire loss of generational
27 wealth and personal heirlooms is indescribable*, CNN, <<https://www.cnn.com/2025/01/19/us/altadena-california-wildfire-black-community/index.html>> (last updated Jan. 19, 2025, 6:54 AM).

28 ⁷ Connor Letourneau, *After the Eaton Fire, will Altadena’s thriving Black and Latino communities be
able to rebuild?*, San Francisco Chronicle (Jan. 16, 2025), <<https://www.sfchronicle.com/california-wildfires/article/altadena-black-latino-community-20030205.php>>.

1 passed down from generation to generation.⁸ Others face the terrible reality that they may be
2 underinsured or their insurance provider dropped their fire coverage, and now cannot afford to rebuild
3 their home to what it was before the Eaton Fire.⁹ And others still are faced with losses that are
4 uninsured and wonder how they will ever recover from the devastation.

5 7. Plaintiffs are among the individuals and entities harmed by the Eaton Fire, which
6 damaged or destroyed their real and personal property and forced Plaintiffs to evacuate, significantly
7 disrupting their lives.

8 8. Plaintiffs sue Defendants SOUTHERN CALIFORNIA EDISON COMPANY, EDISON
9 INTERNATIONAL, and DOES 1-200 for just compensation, damages, and all other available
10 remedies.

11 **THE PARTIES**

12 **PLAINTIFFS**

13 9. Plaintiffs KRISTIN COOK and KEVIN COOK, at all relevant times herein, owned real
14 property located in Altadena, Los Angeles County, California, which was destroyed by the Eaton Fire.
15 Plaintiff KRISTIN COOK is married to Plaintiff KEVIN COOK, both of whom are parents to Plaintiff
16 CLAIRE COOK and a minor son. Plaintiffs resided at the affected property at the time of the fire and
17 have all since been displaced.

18 10. Plaintiff KRISTIN COOK is a sixth-grade teacher with a vast love for design and home
19 projects. She poured her heart, soul, and care into designing and curating every inch of her now-
20 destroyed home.

21 11. Plaintiff KEVIN COOK is a motion graphics designer.

22 12. Plaintiff CLAIRE COOK is a college student and resides at home with her family.

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26 ⁸ *Id.*

27 ⁹ Laurence Darmiento & Summer Lin, *First, they lost their home insurance. Then, L.A. fires consumed*
28 *their homes*, Los Angeles Times (Jan. 12, 2025, 3:00 AM),
<<https://www.latimes.com/business/story/2025-01-12/california-homeowners-are-getting-cancelled-by-their-insurers-and-the-reasons-are-dubious>>.

1 13. The Eaton Fire damaged and/or destroyed Plaintiffs’ real and personal property, and/or
2 forced them to evacuate and be displaced from their home, and/or caused each of them emotional
3 distress.

4 14. Plaintiffs have elected to join their individual lawsuits in a single action under rules of
5 permissive joinder. Plaintiffs do not seek class certification or relief on any class-wide, collective, or
6 other group basis, but instead seek damages and other remedies on an individual basis according to
7 proof at trial, or through alternative dispute resolution efforts.

8 **DEFENDANTS**

9 15. Defendant SCE is, and was at all relevant times, a California corporation authorized to
10 do, and doing, business in California, with its headquarters in Rosemead, California in Los Angeles
11 County. SCE is a “Corporation,” “Public Utility,” and “Electrical Corporation” pursuant to California
12 Public Utilities Code §§ 204, 216(a), and 218(a). SCE is one of the nation’s largest electric utilities
13 and is in the business of providing electricity to approximately 15,000,000 residents, including
14 Plaintiffs, in a 50,000-square-mile area consisting of central, coastal, and southern California cities,
15 including Los Angeles County, through a network of electrical transmission and distribution lines.¹⁰
16 SCE is a subsidiary or other entity wholly controlled by EDISON INTERNATIONAL.

17 16. Defendant EDISON INTERNATIONAL is a California corporation authorized to do,
18 and doing, business in California, with its headquarters in Rosemead, California in Los Angeles
19 County. EDISON INTERNATIONAL provides utility services, including electrical services, to
20 members of the public in California, including those in Los Angeles County through its agents and
21 subsidiaries, including SCE.

22 17. SCE and EDISON INTERNATIONAL are jointly and severally liable for each other’s
23 wrongful acts and omissions. These companies do not compete against one another but instead operate
24 as a single enterprise, integrating their resources to achieve a common business purpose. These
25 companies are so organized and controlled that one is a mere instrumentality, agent, and/or conduit of
26 the other. Officers, managers, and directors are intertwined and not fully independent of one another.
27 These companies share legal counsel, share unified policies and procedures, file consolidated financial

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¹⁰ About Us, Southern California Edison, <<https://www.sce.com/about-us>> (last accessed Jan. 22, 2025).

1 statements and regulatory documents. Accordingly, in this Complaint, “Edison” shall refer to
2 Defendants EDISON INTERNATIONAL and SOUTHERN CALIFORNIA EDISON COMPANY
3 collectively.

4 18. At all times relevant to this pleading, Edison acted to supply and deliver electricity to the
5 real property owned and/or rented by Plaintiffs. At all relevant times, Edison was the supplier of
6 electricity to members of the public in Los Angeles County, and elsewhere in Southern California. At
7 all relevant times, Edison installed, constructed, built, maintained, and operated overhead power lines,
8 together with supporting utility poles and attached electrical equipment, for the purpose of conducting
9 electricity for delivery to members of the general public. Furthermore, on information and belief, SCE
10 is responsible for maintaining vegetation near, around, and in proximity to their electrical equipment in
11 compliance with State regulations, specifically including, but not limited to, Public Resource Code §
12 4292, California Public Utilities Commission (“CPUC”) General Order 95, and CPUC General Order
13 165.

14 19. Defendant DOES 1 through 200, inclusive, and each of them, are unknown to Plaintiffs,
15 who therefore sue said DOE Defendants by such fictitious names pursuant to Code of Civil Procedure
16 section 474. Plaintiffs further allege that each of the DOE Defendants is legally responsible in some
17 manner for the events and happenings referred to herein and will seek to amend this Complaint to
18 show the true names and capacities of DOES 1 through 200 if/when they are ascertained.

19 20. At all relevant times, Defendants Edison and DOES 1 through 200, and/or each of them,
20 were the agents, aiders and abettors, alter egos, co-conspirators, employees, joint venturers, partners,
21 representative, and/or servants of their Co-Defendants; were operating within the purpose and scope of
22 said agency, conspiracy, employment, enterprise, joint venture, and/or partnership; and ratified and
23 approved the acts of each other. Each of the Defendants aided and abetted, encouraged, and rendered
24 substantial assistance to the other Defendants in breaching their obligations and duties to Plaintiffs. In
25 taking action to aid and abet and substantially assist the commission of these wrongful acts and other
26 wrongdoings, each of the Defendants acted with an awareness of his/her/its primary wrongdoing and
27 realized that his/her/its conduct would substantially assist the accomplishment of the wrongful
28 conduct, wrongful goals, and wrongdoing.

1 **JURISDICTION AND VENUE**

2 21. This Court has jurisdiction over this matter pursuant to California Code of Civil
3 Procedure §§ 395(a) and 410.10, because SCE is a utility company incorporated in the State of
4 California providing electrical power and services to residents in California, including those in Los
5 Angeles County, and has its headquarters located in the City of Rosemead, County of Los Angeles,
6 California. SCE is a subsidiary of Defendant EDISON INTERNATIONAL, which is also
7 headquartered in the City of Rosemead, County of Los Angeles, California.

8 22. Venue is proper in the Superior Court for the County of Los Angeles as Plaintiffs’
9 damaged and/or destroyed property is located in Los Angeles County, Defendants’ principal place of
10 business was and is situated in Los Angeles County, and/or Defendants’ wrongful conduct occurred in
11 Los Angeles County.

12 23. The amount in controversy in this action exceeds the jurisdictional minimum of this
13 Court.

14 **FACTUAL ALLEGATIONS**

15 24. Plaintiffs bring this action to recover damages they incurred on and after January 7,
16 2025, from the Eaton Fire. The Eaton Fire occurred at approximately 6:18 p.m. at Latitude 34.203483,
17 Longitude -118.069155, in Eaton Canyon in the unincorporated census designated place in Los
18 Angeles County, California, called Altadena, near the intersection of Altadena Drive and Midwick
19 Drive in Pasadena, California, 91107 (hereinafter “General Area of Origin”).¹¹

20 25. Edison is the electrical provider in the area where the Eaton Fire ignited, and Edison
21 owns and operates electrical facilities and powerlines that run near Altadena Drive and Midwick Drive
22 in Los Angeles County, California.

23 26. On January 9, 2025, Edison itself reported to the CPUC that its equipment was located
24 within the General Area of Origin. Specifically, Edison reported they preliminarily reviewed the
25 electrical circuit information for the energized transmission lines, and other operational electric
26 equipment located within the General Area of Origin.

27 27. The Eaton Fire is currently ongoing. To date, 14,021 acres have burned, at least 9,418
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¹¹ *Eaton Fire*, *supra* note 1.

1 structures have been destroyed, and another 1,069 structures have been damaged.¹² The Eaton Fire has
2 killed at least seventeen (17) civilians and caused at least 24 more to be reported missing,¹³ injured at
3 least nine (9) firefighters and civilians, is only 91% contained as of January 22, 2025,¹⁴ and is
4 catastrophically impacting the local and historic community.

5 28. Plaintiffs are informed and believe and thereon allege that multiple persons witnessed,
6 photographed, and/or took videos of the start of the Eaton Fire, which began at the base of one of
7 Edison's transmission towers.

8 29. Plaintiffs are informed and believe and thereon allege that the Eaton Fire occurred
9 because: (1) Edison's utility infrastructure was intended, designed, and constructed to pass electricity
10 through exposed powerlines in dry, vegetated areas; (2) Edison negligently, recklessly, and willfully
11 failed to prudently and safely inspect, maintain, and operate the electrical equipment in its utility
12 infrastructure (including failing to de-energize its powerlines in times of high fire risk); and/or (3)
13 Edison negligently, recklessly, and willfully failed to maintain the appropriate clearances for its
14 electrical equipment and utility infrastructure.

15 30. The conditions and circumstances surrounding the ignition of the Eaton Fire, including
16 the nature and condition of Edison's electrical infrastructure, low humidity, strong winds, and tinder-
17 like dry vegetation were foreseeable by any reasonably prudent person, and therefore, foreseeable to
18 Defendants, who have special knowledge and expertise as electrical services providers. In fact, prior to
19 the Eaton Fire, Edison identified the Eaton Canyon area as one of its highest fire-risk areas and had
20 planned to target the area for wildfire mitigation efforts in 2027 despite being aware of the high fire
21 risk for years prior to the Eaton Fire.¹⁵

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23 ¹² *Id.*

24 ¹³ DuBose, *supra* note 3.

25 ¹⁴ *Eaton Fire*, *supra* note 1.

26 ¹⁵ *Undergrounding as a Wildfire Mitigation Measure*, Southern California Edison,

27 <[https://www.sce.com/sites/default/files/custom-
files/PDF_Files/Targeted_Undergrounding_County_Maps_March_2024.pdf](https://www.sce.com/sites/default/files/custom-files/PDF_Files/Targeted_Undergrounding_County_Maps_March_2024.pdf)> (last accessed Jan. 21,
2025). See also, *Wildfire Mitigation Activities Overview 2023 Year-End Progress Report*, Southern
California Edison (Dec. 31, 2023),

28 [https://download.newsroom.edison.com/create_memory_file/?f_id=603e696eb3aed34c92db9f08&cont
ent_verified=True](https://download.newsroom.edison.com/create_memory_file/?f_id=603e696eb3aed34c92db9f08&content_verified=True) (showing most of Los Angeles County as a Tier 3 – Extreme Fire Threat and that SCE
services 85% of Los Angeles County).

1 31. The Eaton Fire was not the result of some other third party nor “act of God” or other
2 force majeure. The Eaton Fire was ignited by sparks from high-voltage transmission lines, distribution
3 lines, appurtenances, and/or other electrical equipment within Edison’s utility infrastructure that
4 ignited surrounding vegetation. Despite knowing the area to be of an extreme fire risk, especially with
5 the strong Santa Ana winds occurring on January 7, 2024, Defendants deliberately prioritized profits
6 over safety by failing to properly maintain its electrical equipment and surrounding vegetation prior to
7 January 7, 2025, and by failing to shut off power to the electrical equipment in Eaton Fire despite
8 numerous reports of high-speed winds. This recklessness and conscious disregard for human safety
9 was a substantial factor in bringing about the Eaton Fire.

10 32. The Eaton Fire caused Plaintiffs to suffer substantial harms, including: damage to and/or
11 destruction of real property; damage to and/or loss of personal property, including cherished and
12 irreplaceable possessions; out-of-pocket expenses directly and proximately incurred as a result of the
13 fire; alternative living expenses; evacuation expenses; personal injuries; lost wages; loss of earning
14 capacity; loss of business income; and various types of non-economic damages, including emotional
15 distress, annoyance, inconvenience, disturbance, mental anguish, and loss of quiet enjoyment of
16 property. The harms caused by Defendants are extensive and ongoing.

17 33. This was not the first fire of this type caused by Edison. Edison’s equipment was
18 involved in the ignition of the Rey Fire in 2016. Edison’s equipment was involved in the ignition of
19 the Thomas Fire in 2017. In 2018, Edison’s equipment was involved in the ignition of the Woolsey
20 Fire. In 2019, Edison’s equipment was involved in the ignition of the Easy Fire. In 2020, Edison
21 started the Silverado Fire, which burned over 13,000 acres and caused more than 90,000 people to
22 evacuate. And in 2022, Edison started the Fairview Fire, which also started in Los Angeles County and
23 burned over 28,307 acres. Unfortunately, rather than reform its practices, Edison once again elected to
24 put profits over public safety, transmitting high voltage electric power through exposed, uninsulated
25 conductors in known high fire-risk areas during forecasted high-speed wind conditions.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION - INVERSE CONDEMNATION**

3 **(Against All Defendants)**

4 34. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set forth
5 herein.

6 35. On January 7, 2025, Plaintiffs were the owners of real property and/or personal property
7 located within Los Angeles County, California that was affected by the Eaton Fire.

8 36. On and before January 7, 2025, Defendants, and/or each of them, designed, installed,
9 owned, operated, used, controlled, and/or maintained power lines and other electrical equipment for
10 the public delivery of electricity, including the transmission and distribution lines in and around the
11 location of the Eaton Fire.

12 37. On and before January 7, 2025, Defendants were aware of, or should have been aware
13 of, the inherent dangers and risks that the electrical equipment within Edison’s electrical-utility
14 infrastructure (as deliberately designed and constructed) could ignite a wildfire like the Eaton Fire.

15 38. On January 7, 2025, this inherent risk was realized. Defendants’ design, installation,
16 ownership, operation, use, control, management, and/or maintenance electrical equipment, including
17 transmission and distribution lines, ignited the Eaton Fire, which resulted in the taking of Plaintiffs’
18 property.

19 39. This taking was legally and substantially caused by Defendants’ actions and inactions
20 with regard to the design, construction, installation, operation, control, use, and/or maintenance of the
21 facilities, lines, wires, and/or other electrical equipment within Edison’s utility infrastructure.

22 40. Plaintiffs have not been adequately compensated, if at all, for this taking.

23 41. Pursuant to Article I, Section 19, of the California Constitution, Plaintiffs seek just
24 compensation for this taking, according to individual proof at trial.

25 42. Plaintiffs further seek, pursuant to Code of Civil Procedure section 1036, to recover all
26 reasonable costs, disbursements, and/or expenses, including reasonable attorneys’ fees, appraisal,
27 engineering, and/or other expert fees actually incurred because of this proceeding.

1 **SECOND CAUSE OF ACTION – NEGLIGENCE**

2 **(Against All Defendants)**

3 43. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set forth
4 herein.

5 44. Defendants each have special knowledge and expertise far beyond that of a layperson
6 with regard to the safe design, engineering, construction, use, operation, inspection, repair, and
7 maintenance of Edison’s electrical lines, infrastructure, equipment, and vegetation management
8 efforts. The provision of electrical services involves a peculiar and inherent danger and risk of
9 wildfires.

10 45. Prior to and on January 7, 2025, Defendants had a non-delegable duty to apply a level of
11 care commensurate with, and proportionate to, the inherent dangers in designing, engineering,
12 constructing, operating, and maintaining electrical transmission and distribution systems. This duty
13 also required Defendants to maintain appropriate vegetation management programs, for the control of
14 vegetation surrounding Edison’s exposed powerlines. This duty also required Defendants to consider
15 the changing conditions of Edison’s electrical systems, as well as changing geographic, weather, and
16 ecological conditions. This duty also required Defendants to take special precautions to protect
17 adjoining properties from wildfires caused by Edison’s electrical equipment.

18 46. Defendants each breached these duties by, among other things:

- 19 a. Failing to design, construct, operate, and maintain Edison’s high-voltage
20 transmission and distribution lines and associated equipment, in a way that would
21 withstand the foreseeable risk of wildfires in the area of the Eaton Fire;
- 22 b. Failing to prevent electrical transmission and distribution lines from improperly
23 sagging or making contact with other metal;
- 24 c. Failing to properly inspect and maintain vegetation within proximity to energized
25 transmission and distribution lines to mitigate the risk of fire;
- 26 d. Failing to conduct reasonably prompt, proper, and frequent inspections of Edison’s
27 powerlines and associated equipment;
- 28 e. Failing to promptly de-energized exposed powerlines during fire-prone conditions
and reasonably inspect powerlines before re-energizing them;

- 1 f. Failing to properly train and supervise employees and agents responsible for
2 maintenance and inspection of powerlines; and/or
3 g. Failing to implement and follow regulations and reasonably prudent practices to
4 avoid fire ignition.

5 47. Defendants' failure to comply with applicable provisions of the Public Utilities Act and
6 Public Utilities Commission General Orders and Rules, as alleged herein, is negligence per se because
7 these statutes, orders, and rules are aimed at preventing the exact type of harm that Plaintiffs suffered
8 because of Defendants' failure to comply with these statutes, orders, and rules. Plaintiffs are within the
9 class of individuals that these statutes, orders, and rules were implemented to protect.

10 48. Defendants' negligence was a substantial factor in causing Plaintiffs to suffer economic
11 and non-economic damages unique to each Plaintiff, including, but not limited to, destruction of and
12 damage to real property, destruction of and damage to structures, destruction of and damage to
13 personal property and cherished possessions, discomfort, annoyance, inconvenience, mental anguish,
14 loss of quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an
15 individual basis, according to proof at trial.

16 49. Defendants, including one or more Edison officers, directors, and/or manager, acted
17 recklessly and with conscious disregard for human life and safety, and this recklessness and conscious
18 disregard was a substantial factor in bringing about the Eaton Fire. This is despicable and oppressive
19 conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter
20 such conduct in the future.

21 **THIRD CAUSE OF ACTION – TRESPASS**

22 **(Against All Defendants)**

23 50. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set forth
24 herein.

25 51. On January 7, 2025, Plaintiffs were the owners, tenants, and/or lawful occupants of real
26 property damaged and/or destroyed by the Eaton Fire.

27 52. Defendants negligently and/or recklessly allowed the Eaton Fire to ignite and/or spread
28 out of control, which caused damage to Plaintiffs' property.

1 53. Plaintiffs did not grant permission for any fire to enter their property.

2 54. This trespass was a substantial factor in causing Plaintiffs to suffer economic and non-
3 economic damages including, but not limited to, destruction of and/or damage to real property,
4 destruction of and/or damage to structures, destruction of and/or damage to personal property and
5 cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet
6 enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual
7 basis, according to proof at trial.

8 55. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek treble
9 damages for injuries to trees on Plaintiffs' property as allowed under Code of Civil Procedure § 733.

10 56. Those Plaintiffs whose real property was under cultivation or used for the raising of
11 livestock have hired and retained counsel to recover compensation for their losses and damages caused
12 by the Eaton Fire. Thus, they also seek to recover all reasonable attorneys' fees, expert fees, consultant
13 fees, and litigation costs and expenses, as allowed under Code of Civil Procedure section 1021.9.

14 57. Defendants, including one or more Edison officers, directors, and/or manager, acted
15 recklessly and with conscious disregard for human life and safety, and this recklessness and conscious
16 disregard was a substantial factor in bringing about the Eaton Fire. This is despicable and oppressive
17 conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter
18 such conduct in the future.

19 **FOURTH CAUSE OF ACTION - PREMISES LIABILITY**

20 **(Against All Defendants)**

21 58. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set forth
22 herein.

23 59. Defendants, and/or each of them, were the owners of an easement and/or real property in
24 the General Area of Origin of the Eaton Fire, and/or were the owners of the power lines and other
25 electrical equipment upon said easement and/or right of way.

26 60. Defendants, and/or each of them, acted wantonly, unlawfully, carelessly, recklessly,
27 and/or negligently in failing to properly inspect, manage, maintain, and/or control the vegetation near
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1 its power lines and other electrical equipment along the real property and easement, allowing an unsafe
2 condition presenting a foreseeable risk of fire danger to exist on said property.

3 61. As a direct, proximate, and legal result of the wrongful acts and/or omissions of
4 Defendants, and/or each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages
5 as set forth herein.

6 62. Defendants, including one or more Edison officers, directors, and/or manager, acted
7 recklessly and with conscious disregard for human life and safety, and this recklessness and conscious
8 disregard was a substantial factor in bringing about the Eaton Fire. This is despicable and oppressive
9 conduct. Plaintiffs seek the recovery of punitive and exemplary damages against Defendants in an
10 amount sufficient to punish Defendants and deter such conduct in the future.

11 **FIFTH CAUSE OF ACTION – PUBLIC NUISANCE**

12 **(Against All Defendants)**

13 63. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set forth
14 herein.

15 64. On January 7, 2025, Plaintiffs were the owners, tenants, and/or lawful occupants of real
16 property affected by Eaton Fire. At all relevant times herein, Plaintiffs had a right to occupy, enjoy,
17 and/or use their property without interference by Defendants, and/or each of them.

18 65. Defendants' actions and inactions created a condition and/or permitted a condition to
19 exist that: was harmful to health; offensive to the senses; obstructed and interfered with Plaintiffs'
20 comfortable enjoyment of life and property; unlawfully obstructed the free passage or use, in the
21 customary manner, of public streets and highways; and created a completely predictable fire hazard.

22 66. These conditions interfered with Plaintiffs' quiet enjoyment of their properties in a way
23 unique to each Plaintiff.

24 67. These conditions also affected a substantial number of people at the same time.

25 68. At no time did Plaintiffs consent to Defendant's actions and inactions in creating these
26 conditions.

27 69. An ordinary person would be reasonably annoyed and disturbed by Defendants' actions
28 and inactions in creating these conditions.

1 70. Defendants’ actions and inactions in creating these conditions were a substantial factor
2 in causing Plaintiffs to suffer economic and non-economic damages unique to each Plaintiff,
3 including, but not limited to, destruction of and damage to real property, destruction of and damage to
4 structures, destruction of and damage to personal property and cherished possessions, discomfort,
5 annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs
6 each seek damages to be determined, on an individual basis, according to proof at trial.

7 71. The seriousness of the harm Defendants caused Plaintiffs outweighs any public benefit
8 that Defendants may provide.

9 72. Defendants, including one or more Edison officers, directors, and/or managers, acted
10 recklessly and with conscious disregard for human life and safety, and this recklessness and conscious
11 disregard was a substantial factor in bringing about the Eaton Fire. This is despicable and oppressive
12 conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter
13 such conduct in the future.

14 **SIXTH CAUSE OF ACTION - PUBLIC UTILITIES CODE § 2106**
15 **(Against All Defendants)**

16 73. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set forth
17 herein.

18 74. On January 7, 2025, Edison was a “public utility” as defined by California’s Public
19 Utilities Code and had a legal obligation to comply with the Public Utilities Act.

20 75. This private right of action is authorized by Public Utilities Code § 2106, which permits
21 action by a person or entity who have suffered loss, damages, or injury caused by the acts of a public
22 utility which does, causes to be done, or permits any act, matter, or thing prohibited or declared
23 unlawful, or which omits to do any act, matter, or thing required to be done, either by the Constitution,
24 any law of this State, or any order or decision of the commission.

25 76. Prior to and on January 7, 2025, Edison was also required to obey and comply with
26 every order, decision, direction, or rule made or prescribed by the Public Utilities Commission in the
27 matters specified under the Public Utilities Act, and any other matter in any way relating to or
28

1 affecting its business as a public utility, and was required to do everything necessary or proper to secure
2 compliance therewith by all of its officers, agents, and employees.

3 77. Defendants at all times herein had a duty to properly design, construct, operate,
4 maintain, inspect, and manage its electrical infrastructure in compliance with all relevant provisions of
5 applicable orders, decisions, directions, rules, or statutes, including, but not limited to, those stated in:
6 (a) General Order No. 95, Rules 31.1-31.2; (b) General Order No. 165; (c) Code of Civil Procedure §
7 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

8 78. The violation of a legislative enactment or administrative regulation which defines a
9 minimum standard of conduct is unreasonable per se.

10 79. Defendants violated the above-listed requirements, by:

- 11 a. Failing to service, inspect or maintain electrical infrastructure, structures, and
12 vegetation affixed to and in close proximity to high voltage electrical lines;
- 13 b. Failing to provide electrical supply systems of suitable design;
- 14 c. Failing to construct and to maintain such systems for their intended use of safe
15 transmission of electricity considering the known condition of the combination of
16 the dry season and vegetation of the area, resulting in Plaintiff(s) being susceptible
17 to the ignition and spread of fire and the fire hazard and danger of electricity and
18 electrical transmission and distribution;
- 19 d. Failing to properly design, construct, operate, maintain, inspect and manage its
20 electrical supply systems and the surrounding arid vegetation resulting in said
21 vegetation igniting and accelerating the spread of the fire;
- 22 e. Failing to properly safeguard against the ignition of fire during the course and
23 scope of employee work on behalf of Defendants; and
- 24 f. Failing to comply with the enumerated legislative enactments and administrative
25 regulations.

26 80. Defendants proximately and substantially caused the destruction, damage, and injury to
27 Plaintiffs by their violations of applicable orders, decisions, directions, rules or statutes, including, but
28 not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.3,
and 48-48.7; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources
Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

1 81. Plaintiffs were and are within the class of persons for whose protection applicable
2 orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those stated
3 in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.3, and 48-48.7; (b) General
4 Order No. 165(c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435;
5 and (e) Public Utilities Code § 451.

6 82. As alleged herein, Defendants are liable to Plaintiffs for all loss, damages and injury
7 caused by and resulting from Defendants' violation of applicable orders, decisions, directions, rules or
8 statutes were adopted, including, but not limited to, those stated in: (a) General Order No. 95, Rules
9 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.3, and 48-48.7; (b) General Order No. 165; (c) Code of Civil
10 Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code §
11 451.

12 83. Defendants similarly failed to comply with its own wildfire mitigation plan, which it
13 filed with the CPUC as part of its reporting obligations under Public Utilities Commission General
14 Order 166.

15 84. Defendants' failure to comply with applicable provisions of the Public Utilities Act and
16 applicable Public Utilities Commission Orders and Rules, including its own wildfire mitigation plan,
17 was a substantial factor in causing Plaintiffs to suffer economic and non-economic damages unique to
18 each Plaintiff, including, but not limited to, destruction of and damage to real property, destruction of
19 and damage to structures, destruction of and damage to personal property and cherished possessions,
20 discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional
21 distress. Plaintiffs each seek damages to be determined, on an individual basis, according to proof at
22 trial.

23 85. Defendants, including one or more Edison officers, directors, and/or managers, acted
24 recklessly and with conscious disregard for human life and safety, and this recklessness and conscious
25 disregard was a substantial factor in bringing about the Eaton Fire. This is despicable and oppressive
26 conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter
27 such conduct in the future.

1 **SEVENTH CAUSE OF ACTION - HEALTH & SAFETY CODE § 13007**

2 **(Against All Defendants)**

3 86. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set forth
4 herein.

5 87. Defendants’ negligent, reckless, and/or illegal actions and inactions allowed the Eaton
6 Fire to be set and escape to Plaintiffs’ property in violation of Health & Safety Code § 13007.

7 88. Defendants’ negligent, reckless, and/or illegal actions and inactions in allowing the
8 Eaton Fire to be set and escape to Plaintiffs’ properties was a substantial factor in causing Plaintiffs to
9 suffer economic and non-economic damages unique to each Plaintiff, including, but not limited to,
10 destruction of and damage to real property, destruction of and damage to structures, destruction of and
11 damage to personal property and cherished possessions, discomfort, annoyance, inconvenience, mental
12 anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be
13 determined, on an individual basis, according to proof at trial.

14 89. Defendants, including one or more Edison officers, directors, and/or managers, acted
15 recklessly and with conscious disregard for human life and safety, and this recklessness and conscious
16 disregard was a substantial factor in bringing about the Eaton Fire. This is despicable and oppressive
17 conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter
18 such conduct in the future.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray for judgment against Defendants SOUTHERN CALIFORNIA
21 EDISON COMPANY, EDISON INTERNATIONAL, and DOES 1-200, and each of them, as set forth
22 below:

23 **Inverse Condemnation:**

- 24 a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal
25 and/or real property;
- 26 b. Loss of the use, benefit, goodwill, and enjoyment of the Plaintiffs’ real and/or personal
27 property;

- 1 c. Loss of wages, earning capacity and/or business profits and/or any related displacement
- 2 expenses;
- 3 d. Pursuant to Code of Civil Procedure section 1036 and all other applicable laws, all
- 4 reasonable costs of suit including attorney's fees, appraisal and engineering and other
- 5 expert fees, and related costs actually incurred;
- 6 f. For prejudgment interest from January 7, 2025;
- 7 h. For such other and further relief as the Court deems just and proper.

8 **All Other Claims:**

- 9 a. General damages determined on an individual basis according to proof;
- 10 b. Special damages determined on an individual basis according to proof;
- 11 c. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal
- 12 property;
- 13 d. Loss of wages, earning capacity and/or business profits and/or any related displacement
- 14 expenses;
- 15 e. Evacuation expenses and alternate living expenses;
- 16 f. Erosion damage to real property;
- 17 g. Past and future medical expenses and incidental expenses;
- 18 h. Damages for personal injury, emotional distress, fear, annoyance, disturbance,
- 19 inconvenience, mental anguish, and loss of quiet enjoyment of property;
- 20 i. Treble damages according to proof for injuries to trees as allowed under Code of Civil
- 21 Procedure § 733;
- 22 j. Punitive and exemplary damages according to proof as allowed under Public Utilities
- 23 Code § 2106;
- 24 k. Prejudgment interest from January 7, 2025;
- 25 l. Attorneys' fees, expert fees, consultant fees, and litigation costs and expenses, as allowed
- 26 under Code of Civil Procedure section 1021.9 and all other applicable law;
- 27 m. All costs of suit incurred herein; and
- 28 n. Such other and further relief as the Court deems just and proper.

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JURY TRIAL DEMAND

Plaintiffs hereby respectfully request that this Court provide them with a jury trial on all causes of action for which a jury trial is available under the law.

Dated: January 23, 2025

Respectfully submitted,

COREY, LUZAICH, DE GHETALDI & RIDDLE LLP

By:  _____

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