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

BRIAN WHELAN, an individual;  
RACHAEL KRUK, an individual;  
JANE WARNER, an individual;  
BOB WARNER, an individual;  
DAVID FREDERICK SPRINKLE; an  
individual

Plaintiffs,

vs.

SOUTHERN CALIFORNIA EDISON  
COMPANY, a California Corporation;  
EDISON INTERNATIONAL, a California  
Corporation; and DOES 1–100, inclusive,

Defendants.

Case No.: **25STCV02368**

**COMPLAINT FOR DAMAGES:**

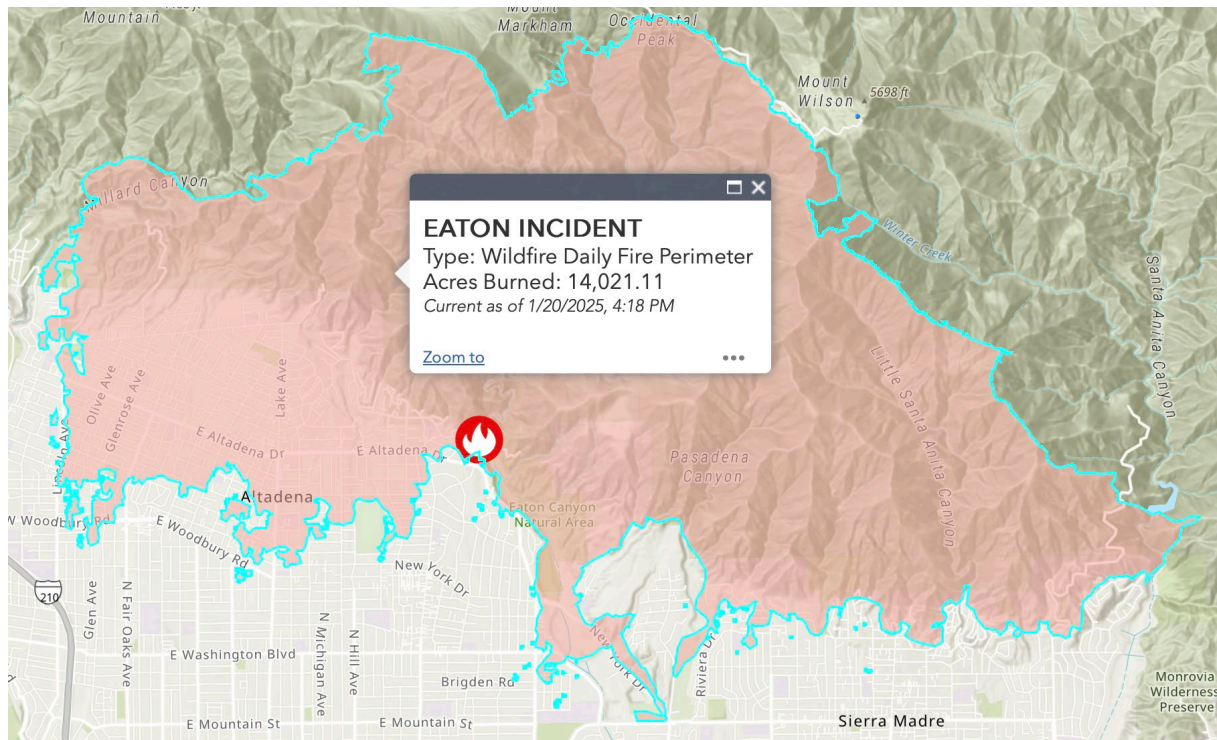
1. NEGLIGENCE
2. INVERSE CONDEMNATION
3. PREMISES LIABILITY
4. TRESPASS
5. PRIVATE NUISANCE
6. PUBLIC NUISANCE
7. VIOLATION OF PUBLIC UTILITIES CODE § 2106
8. VIOLATION OF HEALTH & SAFETY CODE § 13007

**Demand for Jury Trial**

**[Amount demanded exceeds \$35,000]**

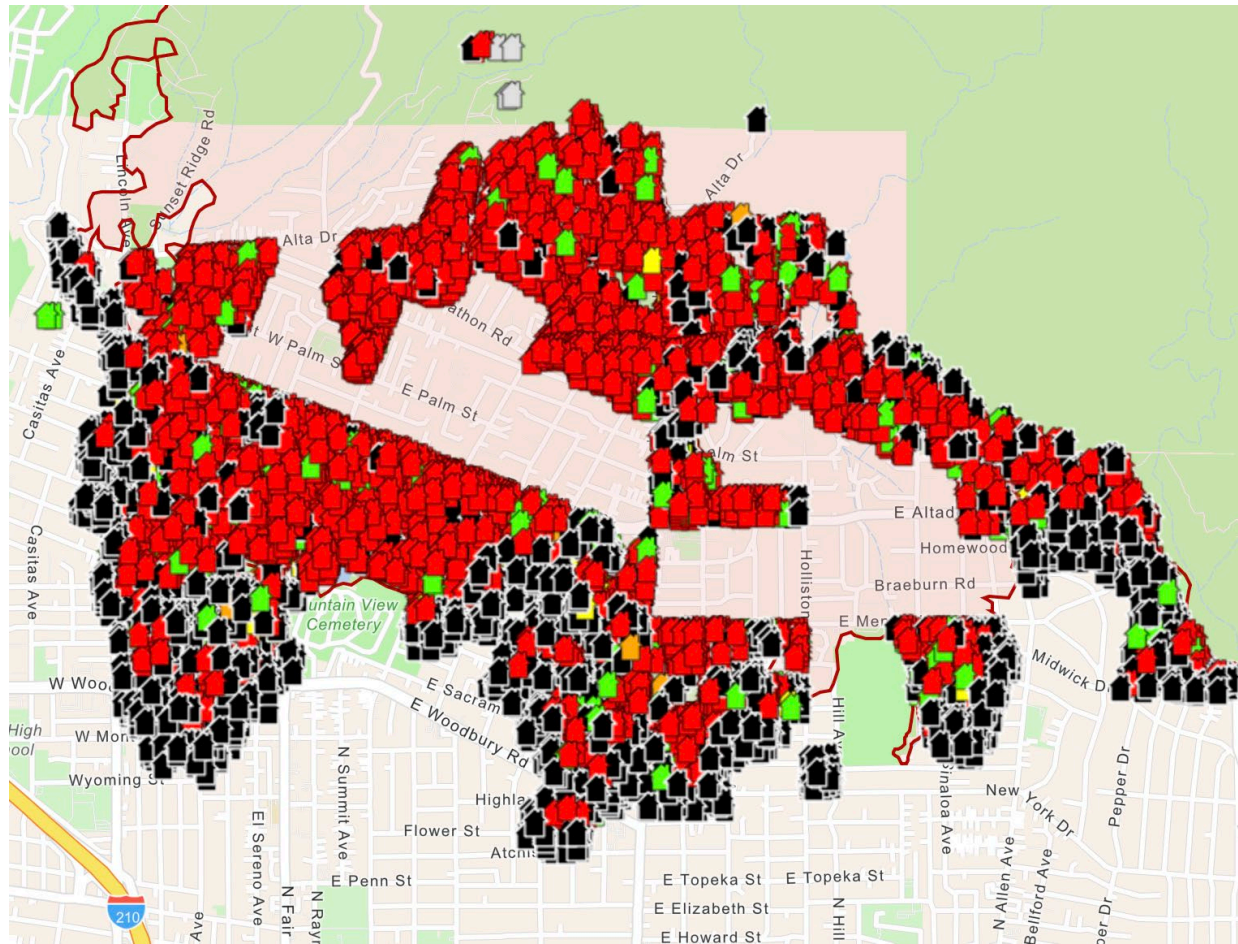
1           **I.       INTRODUCTION**

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



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<sup>1</sup> Circular, red fire ideogram represents fire Origin with the teal line representing the fire perimeter. (<https://www.arcgis.com/apps/webappviewer/index.html?id=2a2f0086b9704121bef9be969d631d54>, last accessed January 14, 2025.)  
<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)  
<sup>3</sup> <https://recovery.lacounty.gov/eaton-fire/> (last accessed January 14, 2025).  
<sup>4</sup> Structures includes residences, commercial building, outbuildings, and vehicles.



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

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

3. The Eaton Fire is yet another tragic example of Edison’s pattern of neglect and mismanagement, a legacy of repeated failures to address known risks associated with its aging and hazardous electrical infrastructure. For decades, Edison has been warned about the dangers posed by its high-voltage transmission and distribution systems, particularly in regions classified as Very High Fire Hazard Severity Zones (“Red Zones”), like Eaton Canyon. Yet,



1 Edison has consistently prioritized its profit margins over public safety, choosing to defer  
2 maintenance, delay infrastructure upgrades, avoid updating its maintenance and operating  
3 policies and procedures, and ignore warnings from regulators and experts.



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

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

23 4. This history of a failure to act has contributed to some of California’s most  
24 devastating wildfires, including the Thomas Fire in 2017 and the Woolsey Fire in 2018, both of  
25 which were ignited by Edison’s equipment. These fires destroyed thousands of homes, burned  
26 hundreds of thousands of acres, displaced entire communities, and caused immeasurable  
27 suffering. Despite billions of dollars in damages and numerous findings of negligence, Edison  
28 has failed to adopt the necessary precautions to prevent similar tragedies. The Eaton Fire

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 well-  
9 documented challenges of California’s climate. Despite devastating fires in recent years directly  
10 linked to Edison’s equipment—including the Woolsey Fire in 2018, which burned nearly  
11 97,000 acres, destroyed 1,643 structures, and claimed three lives, and the Thomas Fire in 2017,  
12 which scorched over 280,000 acres and caused widespread devastation—Edison has failed to  
13 implement comprehensive safety measures. Investigations into these fires revealed that poorly  
14 maintained electrical infrastructure, including aging equipment, overgrown vegetation, and  
15 inadequate safeguards during high-risk weather conditions, were significant factors in their  
16 ignition and spread.

17         6.       Even after these catastrophic events, Edison’s response has been grossly  
18 insufficient. Instead of systematically upgrading its infrastructure, undergrounding its lines, or  
19 increasing its reliance on preemptive power shutoffs during extreme fire risk conditions, Edison  
20 has continued to prioritize its profit margins, maintaining practices that leave communities  
21 vulnerable to disaster. The California Public Utilities Commission and numerous investigations  
22 have repeatedly identified the need for proactive measures, yet Edison has maintained a  
23 consistent pattern of failing to address known equipment defects, inadequate vegetation  
24 management practices, and other safety gaps that have long posed significant fire risks. This  
25 ongoing negligence has contributed to multiple destructive wildfires, underscoring the  
26 company’s repeated disregard for implementing meaningful solutions, and ultimately placing  
27 the public, as well as property, in continuous danger. CPUC “2022 SCE Risk Assessment  
28 Mitigation Phase (RAMP) Proceeding” <https://www.cpuc.ca.gov/about-cpuc/divisions/safety->

1 [policy-division/risk-assessment-and-safety-analytics/risk-assessment-mitigation-phase/sce-](https://www.cpuc.ca.gov/policy-division/risk-assessment-and-safety-analytics/risk-assessment-mitigation-phase/sce-ramp/sce-2022-ramp)  
2 [ramp/sce-2022-ramp](https://www.cpuc.ca.gov/policy-division/risk-assessment-and-safety-analytics/risk-assessment-mitigation-phase/sce-ramp/sce-2022-ramp) (last accessed January 16, 2025). The Eaton Fire is not an anomaly but a  
3 direct result of Edison’s persistent neglect, reckless disregard for safety, and failure to invest in  
4 the critical improvements necessary to prevent such tragedies.

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



7. Plaintiffs bring this action to hold Edison accountable for its negligence, willful  
disregard for public safety, and failure to meet its obligations under California law. The causes  
of action include negligence, inverse condemnation, premises liability, trespass, private and  
public nuisance, and violations of the California Public Utilities Code and Health and Safety

1 Code. Plaintiffs seek compensatory and punitive damages, as well as injunctive relief to prevent  
2 similar tragedies in the future.

3 **II. JURISDICTION & VENUE**

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

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

11 **III. PARTIES**

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

16 11. Plaintiff BRIAN WHELAN and RACHAEL KRUK were at all relevant times  
17 herein the owner and/or occupier of real property and owners of personal property destroyed by  
18 the Eaton Fire.

19 12. Plaintiff BOB WARNER and JANE WARNER were at all relevant times herein  
20 the owner and/or occupier of real property and owners of personal property destroyed by the  
21 Eaton Fire.

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

25 14. Defendant SCE is one of the nation's largest electric utilities serving a 50,000  
26 square mile area including Southern California, and serving 15 million residents, including  
27 Plaintiffs herein. As part of supplying electricity to members of the public, SCE and EDISON  
28 installed, constructed, built, maintained, and operated overhead power lines, together with

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  
16 condemnation can be included in their rates and spread among the entire group of rate payers so  
17 long as they are otherwise acting as a reasonable and prudent manager of their electric  
18 distribution systems.

19 16. Defendant EI is a publicly traded company that owns and/or manages an  
20 “Electric Plant” as defined in Section 217 of the Public Utilities Code, and, like its subsidiary,  
21 SCE, is both an “Electric Corporation” and a “Public Utility” pursuant to, respectively, Sections  
22 218(a) and 216(a) of the Public Utilities Code. It develops and operates energy infrastructure  
23 assets related to the production and distribution of energy such as power plants, electric lines,  
24 natural gas pipelines and liquefied natural gas receipt terminals. EDISON’s assets total in  
25 excess of \$50 billion.

26 17. Defendant EI is the parent company of SCE, headquartered in the same location,  
27 and jointly oversees operations impacting residents and businesses throughout the region.  
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1           18.     The Defendants designated herein as DOES 1–100, inclusive, are presently  
2 unknown to Plaintiff, who, therefore, sues said Defendants by such fictitious names. Plaintiffs  
3 are informed and believe, and thereupon allege, that each of the Defendants designated herein as  
4 a “Doe” is legally responsible for the events and happenings hereinafter referred to, and  
5 proximately caused or contributed to the injuries and damages as hereinafter described.  
6 Plaintiffs will seek leave of the Court to amend this complaint, in order to show the true and  
7 names and capacities of such parties, when each has been ascertained.

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

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

15           21.     Defendants DOE 51 through DOE 75 include manufacturers, suppliers, and  
16 distributors of electrical equipment, components, or materials used by Edison, directly or  
17 vicariously. These Defendants are responsible for supplying defective equipment, components,  
18 or materials that contributed to the ignition of the Eaton Fire.

19           22.     Defendants DOE 76 through DOE 100 are individuals or entities who acted  
20 negligently or unlawfully in ways that contributed to the fire’s ignition or spread. These include  
21 those who provided oversight, permitting, or failed to adequately perform their obligations in  
22 connection with the infrastructure.

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

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

1           **IV.     FACTUAL BACKGROUND AND ALLEGATIONS**

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

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

1           27. Under CPUC regulations, Edison may pass on the costs of inverse condemnation  
2 liability to its ratepayers through rate adjustments, provided it can demonstrate that it acted as a  
3 reasonable and prudent manager in maintaining and operating its electrical systems. See *Locklin*  
4 *v. the City of Lafayette* (7 Cal.4th 327). However, if Edison’s negligence or failure to adhere to  
5 industry safety standards leads to liability, the CPUC retains discretion to deny such cost  
6 recovery, further emphasizing the need for Edison to prioritize safety and diligence in its  
7 operations. See e.g., Cal. Pub. Util. Code §§ 6201– 6302.

8           28. At all relevant times, Edison owned, operated, designed, constructed, installed,  
9 inspected, maintained, and controlled the electrical transmission and distribution systems  
10 located in and/or traversing Eaton Canyon, including all appurtenant hardware, fixtures,  
11 easements, and rights-of-way (the “Grid”).

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

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

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

26           32. Video and photographic evidence, surveillance footage, and eyewitness accounts  
27 confirm that the fire originated at the base of a high-voltage transmission tower believed to be  
28 owned, operated, and/or controlled by Edison. Witnesses observed sparks and arcing emanating

1 from Edison-owned transmission lines shortly before flames ignited below the tower.  
2 Surveillance footage from a nearby home and photos taken by residents captured the fire’s  
3 initial moments at approximately 6:10 p.m., showing electrical sparks and flames at the base of  
4 the tower. One photograph also clearly depicts lights on at a nearby home after the fire started,  
5 further confirming that not all of Edison’s transmission lines were deenergized at the time. This  
6 was confirmed by homeowners fleeing the fire shortly after its documented ignition.



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16 (Photos from residents Marcus and Jennifer Errico; see also [https://pasadenanow.com/main/the-](https://pasadenanow.com/main/the-moment-the-eaton-fire-ignited)  
17 [moment-the-eaton-fire-ignited](https://pasadenanow.com/main/the-moment-the-eaton-fire-ignited) (last accessed January 15, 2025).)

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

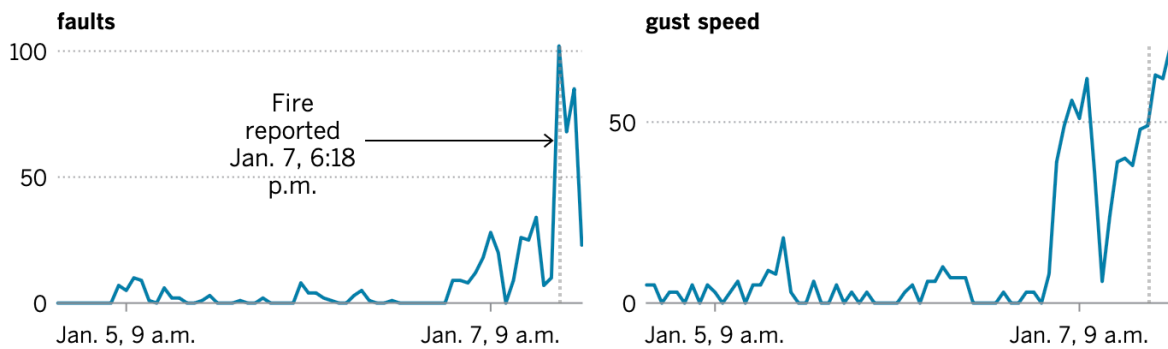
25 34. Data from Whisker Labs, a company that monitors electrical activity through a  
26 network of approximately 14,000 sensors, indicates that homes near Eaton Canyon in Altadena  
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1 were still energized at 6:15 p.m. on January 7, 2025. This is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

3 35. In the hours leading up to the fire, Whisker Labs recorded a significant increase  
4 in power grid faults in the area. Specifically, there were 317 faults detected near the Eaton  
5 Fire’s origin, compared to the negligible number typically observed on an average day.<sup>6</sup> These  
6 faults, often caused by factors such as tree limbs contacting wires or equipment failures, can

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



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14 Faults in the general vicinity of the Eaton fire  
15 Whisker Labs

16 Terry Castleman LOS ANGELES TIMES

17 produce sparks capable of igniting nearby vegetation, especially under dry and windy  
18 conditions.

19 (Graphic from The Los Angeles Times “Southern California Edison preserving equipment near  
20 Eaton fire starting point” <https://www.latimes.com/california/story/2025-01-09/power-grids-at-three-major-fires-saw-massive-influx-in-faults-before-fires> (last accessed January 16, 2025).

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

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26 <sup>5</sup> <https://finance.yahoo.com/news/la-homes-just-west-eaton-182532912.html> (last accessed January 15, 2025).

27 <sup>6</sup> <https://www.foxnews.com/us/power-grid-faults-surged-right-before-los-angeles-wildfires-began-expert> (last  
28 accessed January 15, 2025).

<sup>7</sup> <https://abc7.com/post/california-wildfire-cause-eaton-fire-may-downed-power-line-witness-says/15788334/> (last  
accessed January 15, 2025).

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 de-  
3 energized as part of its Public Safety Power Shutoff (“PSPS”) program.<sup>8, 9, 10</sup>



11 Excerpt from Edison PSPS info sheet;

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

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

- 17 a. In December 2017, the Thomas Fire ignited in Ventura and Santa Barbara  
18 counties, becoming one of the largest wildfires in California’s history at that

19 <sup>8</sup> <https://newsroom.edison.com/releases/edison-international-provides-update-on-southern-california-wildfires-and-sce-power-outages> (last accessed January 15, 2025).

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

23 <sup>10</sup> Transmission lines carry high-voltage electricity over long distances from power plants to substations, where the  
24 voltage is reduced. Distribution lines are lower-voltage lines that deliver electricity from substations to homes and  
25 businesses in local areas.

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

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

- 18 b. In November 2018, the Woolsey Fire erupted in Ventura and Los Angeles  
19 counties, devastating nearly 97,000 acres of land and becoming one of the most  
20 destructive and expensive wildfires in California history with approximately \$6  
21 billion in property damage. Investigators determined that the fire originated near  
22 Edison’s equipment at the Santa Susana Field Laboratory. The ignition was  
23 traced to electrical arcing caused by Edison’s faulty equipment, including  
24 slackened guy wires and unmaintained vegetation, which sparked the fire during  
25 high winds.<sup>13</sup>

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

27 <sup>12</sup> <https://www.reuters.com/business/energy/southern-california-edison-seeks-recover-16-blm-wildfire-related-losses-2024-08-29/> (last accessed January 15, 2025).

28 <sup>13</sup> <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).

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

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

- 12 c. The Bobcat Fire ignited on September 6, 2020, near Cogswell Dam in the San  
13 Gabriel Mountains within the Angeles National Forest. It became one of the  
14 largest wildfires in Los Angeles County's history, scorching approximately  
15 115,796 acres, including the destruction of over 85 homes and significant  
16 damage to wildlife and natural areas. The Los Angeles County Flood Control  
17 District, Fire District, and County incurred substantial damages as a result.<sup>16</sup>

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

23 In response to the damages, Los Angeles County negotiated a settlement  
24 with Edison, receiving over \$80 million to address the losses incurred by the

25 <sup>14</sup> <https://www.fire.ca.gov/incidents/2018/11/8/woolsey-fire/> (last accessed January 15, 2025).

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

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

28 <sup>17</sup> <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 County’s agencies. Additionally, in September 2023, the United States  
2 government filed a lawsuit against Edison and Utility Tree Service, seeking over  
3 \$121 million to recover fire suppression costs and damages to public lands  
4 resulting from the Bobcat Fire.<sup>12, 13</sup>

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

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

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

21 The Blue Ridge Fire began on October 26, 2020, in the Chino Hills area  
22 of Orange County. The fire consumed over 13,000 acres and led to evacuation  
23  
24  
25

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

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

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

<sup>21</sup> <https://www.ocgov.com/press/orange-county-seeks-taxpayer-losses-two-recent-utility-caused-wildfires>

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.

14 40. Edison’s deliberate inaction is particularly egregious given its awareness of the  
15 increasing fire risks posed by climate change, droughts, and weather patterns. Scientific studies,  
16 regulatory agencies, and environmental advocates have long warned that intensifying droughts,  
17 higher temperatures, and more frequent wind events significantly amplify the likelihood of  
18 wildfires ignited by electrical equipment. The National Oceanic and Atmospheric  
19 Administration (NOAA) notes that climate change, including increased heat and extended  
20 drought, has been a key driver in increasing the risk and extent of wildfires in the western  
21 United States during the last two decades. NOAA “Wildfire climate connection”  
22 <https://www.noaa.gov/noaa-wildfire/wildfire-climate-connection> (last accessed January 15,  
23 2025). Additionally, the U.S. Geological Survey (USGS) highlights that as climate conditions  
24 become hotter and drier, wildfires have grown more intense and destructive across much of the  
25 U.S. USGS “Wildfire and Climate Change” [https://www.usgs.gov/science-  
26 explorer/climate/wildfire](https://www.usgs.gov/science-explorer/climate/wildfire) (last accessed January 15, 2025). These findings underscore the

27  
28 <sup>22</sup> <https://www.cbsnews.com/news/california-wildfires-evacuation-orders-100000-blue-ridge-fire-silverado-fire/> (last  
accessed January 15, 2025).

1 critical need for utilities to adapt their infrastructure and maintenance practices to mitigate the  
2 heightened risks associated with climate change.

3 41. Rather than addressing these challenges by modernizing infrastructure, such as  
4 undergrounding power lines or enhancing vegetation management, Edison has exploited its  
5 monopoly position to delay costly improvements. By prioritizing short-term financial gains over  
6 public safety, Edison has not only endangered the communities it serves but also shifted the  
7 burden of its failures onto ratepayers and taxpayers, who must bear the costs of these  
8 preventable disasters.

9 **V. CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 (Negligence against all Defendants)

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

14 43. Edison is a privately-owned public utility responsible for the generation,  
15 transmission, and distribution of electricity to millions of residents across Southern California.  
16 Edison operates as a state-sanctioned monopoly under exclusive franchise agreements regulated  
17 by the California Public Utilities Commission (“CPUC”).

18 44. Edison owed a nondelegable duty of care to the Plaintiffs and the public to  
19 ensure that its Grid was designed, maintained, and operated in a safe manner to prevent  
20 foreseeable risks of harm, including wildfires. A reasonable utility company in Edison’s  
21 position knew or should have known of the necessity to exercise heightened care to ensure that  
22 all work was performed safely and in compliance with applicable safety standards. As a utility  
23 entrusted with providing essential public services, Edison is required to comply with applicable  
24 safety regulations and standards, including those established by the CPUC and California Public  
25 Resources Code sections 4292 and 4293, which mandate the clearance of vegetation near  
26 electrical equipment.

27 45. Prior to the Eaton Fire, Edison hired, retained, contracted, allowed, and/or  
28 otherwise collaborated with DOES 1–100 to perform, support, or enable the work involving the

1 supervision, inspection, maintenance, repair, and operation of the Grid, to include associated  
2 vegetation, in, around, and affecting the Eaton Canyon area. The tasks for which DOES 1–100  
3 were retained carried a significant risk of fire inherent to the nature of their agency relationship  
4 with Edison.

5 46. This duty is heightened by the inherently dangerous nature of electricity  
6 transmission and the known fire risks in California’s dry and wind-prone regions. Edison’s  
7 obligation to safely manage its infrastructure is nondelegable, meaning it cannot shift  
8 responsibility to contractors, subcontractors, or other entities for ensuring compliance with  
9 safety standards. Edison is directly accountable for any failure to exercise reasonable care in the  
10 operation and maintenance of its electrical systems.

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

15 a. Failing to conduct reasonably prompt, proper and frequent inspections of  
16 the electrical transmission lines, wires, associated equipment and electrical  
17 infrastructure;

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

23 c. Failing to design, construct, operate and maintain high voltage  
24 transmission and distribution lines and equipment infrastructure to  
25 withstand foreseeable wind, drought and vegetation growth conditions to  
26 prevent foreseeable fire ignition;

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



- 1 e. Failing to install the equipment necessary, and/or to inspect and repair the  
2 equipment installed, to prevent electrical transmission and distribution  
3 lines from improperly sagging, contacting and/or arcing with other  
4 metal wires and/or metal clad equipment placed on its poles;
- 5 f. Failing to keep its electrical equipment in a safe condition at all times to  
6 prevent fires;
- 7 g. Failing to proactively inspect and maintain vegetation within proximity to  
8 energized transmission and distribution lines;
- 9 h. Failing to timely and proactively de-energize power lines during  
10 forecasted fire prone conditions;
- 11 i. Failing to properly train and supervise employees and agents responsible  
12 for the maintenance and inspection of its distribution and transmission  
13 lines and electrical infrastructure;
- 14 j. Failing to implement and follow regulations and reasonably prudent  
15 practices in de-energizing power lines to prevent foreseeable fire ignition;
- 16 k. Failing to implement and follow regulations and reasonably prudent  
17 practices in de-energizing power lines after a fire's ignition;
- 18 l. Failing to properly investigate, monitor, and maintain vegetation to  
19 properly mitigate and ameliorate the foreseeable risk of fire.
- 20 m. Failing to properly investigate, screen, train and supervise employees and  
21 agents responsible for maintenance and inspection of its overhead electric  
22 and communications facilities, including tree trimming and vegetation  
23 mitigation and removal around such facilities.

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

27 49. Edison and DOES 26–50, as contractors, subcontractors, and consultants retained  
28 by Edison, breached their duty by negligently performing vegetation management, inspection,

1 and maintenance of electrical infrastructure in the area, directly contributing to the ignition of  
2 the Eaton Fire.

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

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

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

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

20 54. Defendants’, and each of them, actions and omissions constitute a breach of the  
21 standard of care expected of a reasonable utility company under similar circumstances.

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



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

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

7           64.     On or about January 7, 2025, the Eaton Fire ignited due to what is believed to be  
8 an electrical arcing event caused by Edison’s energized transmission lines in Eaton Canyon,  
9 which ignited the brush and vegetation at the base of the tower where the lines were located.  
10 The fire was a direct, foreseeable, and inevitable result of the deliberate operation and  
11 maintenance of the Electrical Equipment.

12           65.     Edison retained DOES 1–25 to manage, operate, and maintain the Grid. DOES  
13 26–50 were contracted by Edison to perform vegetation management and inspection services  
14 near the Electrical Equipment in the area of origin.

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

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

21           68.     The design, construction, and operation of the Grid, and the actions of DOES 1–  
22 100 substantially caused the Eaton Fire, which destroyed Plaintiffs’ property and deprived them  
23 of its use and enjoyment. Plaintiffs suffered permanent damage to their property interests,  
24 including structures, land, personal belongings, and natural resources.

25           69.     Edison’s infrastructure constitutes a public improvement operated for the benefit  
26 of the community. The policy underlying inverse condemnation is to ensure that individual  
27 property owners do not bear disproportionate losses for public improvements. Edison’s status as  
28



1 a regulated utility allows it to distribute the costs of compensation among its ratepayers,  
2 ensuring fairness across the community.

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

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

9 **THIRD CAUSE OF ACTION**

10 (Premises Liability against all Defendants)

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

13 73. Upon information and belief, Defendants were the owners of an easement, real  
14 property, and/or right of way in the area of the Eaton Fire, and/or were the owners of electrical  
15 infrastructure upon said easement, real property, and/or right of way.

16 74. Upon information and belief, Defendants were negligent in the use and/or  
17 maintenance of the easement, real property, and/or right of way, in a way that caused and/or  
18 contributed the start and/or spread of the Eaton Fire.

19 75. Upon information and belief, Defendants acted wantonly, unlawfully, carelessly,  
20 recklessly, and/or negligently in failing to properly inspect, manage, maintain, and/or control  
21 the vegetation near their electrical infrastructure.

22 76. As a direct and legal result of the wrongful acts and/or omissions of Defendant,  
23 Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth above.

24 **FOURTH CAUSE OF ACTION**

25 (Trespass against all Defendants)

26 77. Plaintiffs incorporate by reference each and every allegation contained above as  
27 though fully set forth herein.



1 hazard, fire, and/or spreading of fire, resulting in a foreseeable obstruction to the comfortable  
2 enjoyment of and/or free use of Plaintiffs' property.

3 83. As a direct and legal result of the conduct of Defendants, Plaintiffs have suffered  
4 and will continue to suffer damages, including, without limitation, damage to property, lost  
5 earnings and/or profits, medical expenses, discomfort, annoyance, inconvenience, loss of quiet  
6 enjoyment, mental anguish, personal injury and/or emotion distress,

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

12  
13 **SIXTH CAUSE OF ACTION**

14 (Public Nuisance against all Defendants)

15 85. Plaintiffs incorporate by reference each and every allegation contained above as  
16 though fully set forth herein.

17 86. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act  
18 created a condition and/or permitted a condition to exist that resulted in an increased risk of fire  
19 hazard, fire, and/or spreading of fire, resulting in a foreseeable obstruction to the comfortable  
20 enjoyment of and/or free use of Plaintiffs' property.

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

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

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



1 c. The SCE Defendants are required to design, engineer, construct, operate and  
2 maintain electrical supply lines, equipment and infrastructure in a manner  
3 consistent with their use, taking into consideration local conditions and other  
4 known or foreseeable circumstances, so as to provide safe and adequate electric  
5 service, pursuant to Public Utility Commission General Order 95, Rule 33.1 and  
6 General Order 165.

7 97. As a direct and legal result of Defendants' violations of CPUC sections 451,  
8 399.2(a), 2106, and others, Plaintiffs suffered damages as alleged herein.

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

14 **EIGHTH CAUSE OF ACTION**

15 (Violation of Health & Safety Code §§ 13007 against all Defendants)

16 99. Plaintiffs incorporate by reference each and every allegation contained above as  
17 though fully set forth herein.

18 100. By engaging in the acts and omissions alleged in this Complaint, Defendants,  
19 and each of them, willfully, negligently, and in violation of law, set fire to or allowed fire to be  
20 set to the property of another in violation of California Health and Safety Code section 13007.

21 101. As legal result of Defendants' violation of California Health & Safety Code §§  
22 13007 and 13008, Plaintiffs suffered damage to their property.

23 102. As a further legal result of the violation of California Health & Safety Code  
24 §§ 13007 and 13008 by Defendants, some Plaintiffs suffered damages for which they are  
25 entitled to reasonable attorney's fees under California Code of Civil Procedure § 1021.9 for the  
26 prosecution of this cause of action.

27 103. The conduct alleged against Defendants in this complaint subjected Plaintiffs to  
28 cruel and unjust hardship in conscious disregard of their rights, constituting oppression, for

1 which Defendants must be punished by punitive and exemplary damages in an amount  
2 according to proof.

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

6 105. By engaging in the acts and omissions alleged in this Complaint, Defendants,  
7 and each of them, willfully, negligently, and in violation of law, set fire to and/or allowed fire to  
8 ignite and enter onto the property of another in violation of California Health & Safety Code  
9 §13007.

10 106. As a legal result of Defendants' violations of California Health & Safety Code  
11 §13007, Plaintiffs have suffered recoverable damages to property under California Health &  
12 Safety Code §13007.

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

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

22 **VI. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray for relief as follows:

- 24 1. For general damages to compensate Plaintiffs for their losses;
- 25 2. For special damages to compensate Plaintiffs for their economic losses;
- 26 3. Past and future medical expenses and incidental expenses;
- 27 4. General damages for personal injury, emotional distress, fear, worry, annoyance,  
28 disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of property;



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

19 Respectfully submitted,

20 Dated: January 28, 2025

**WISNER BAUM LLP**

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1 **DEMAND FOR JURY TRIAL**

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

3 Respectfully submitted,

4  
5 Dated: January 28, 2025

**WISNER BAUM LLP**

6  
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