

1 Dawyn R. Harrison, County Counsel (SBN 173855)
2 Scott Kuhn, Assistant County Counsel (SBN 190517)
3 Andrea Ross, Principal Deputy County Counsel (SBN 179398)
4 Joseph Mellis, Deputy County Counsel (SBN 287830)
5 David Aigboboh, Deputy County Counsel (SBN 312712)

6 **OFFICE OF THE COUNTY COUNSEL**
7 **LOS ANGELES COUNTY**

8 648 Kenneth Hahn Hall of Administration
9 Los Angeles, CA 90012-2713
10 Telephone: (213) 974-1852 · Fax: (213) 680-2165
11 Email: SKuhn@counsel.lacounty.gov
12 ARoss@counsel.lacounty.gov
13 JMellis@counsel.lacounty.gov
14 DAigboboh@counsel.lacounty.gov

15 **JOHN P. FISKE (SBN 249256)**
16 **VICTORIA E. SHERLIN (SBN 312337)**
17 **TAYLOR A. O'NEAL (SBN 336077)**
18 **BARON & BUDD, P.C.**
19 11440 West Bernardo Court, Suite 265
20 San Diego, CA 92127
21 Tel: (858) 251-7424 · Fax: (214) 523-6600
22 Email: fiske@baronbudd.com
23 tsherlin@baronbudd.com
24 toneal@baronbudd.com

25 **ED DIAB (SBN 262319)**
26 **ROBERT J. CHAMBERS II (SBN 244688)**
27 **KRISTEN BARTON (SBN 303228)**
28 **DIAB CHAMBERS LLP**
10089 Willow Creek Road, Suite 200
San Diego, CA 92131
Tel: (619) 658-7010 · Fax: (619) 393-0309
Email: ed@dcfirm.com
rob@dcfirm.com
kbaron@dcfirm.com

Attorneys for Plaintiffs County of Los Angeles, et al.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES, a political
subdivision of the State of California;
LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a special district of the State of
California;
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY, dependent special
district under California law

Plaintiffs,

v.

SOUTHERN CALIFORNIA EDISON, a
California Corporation; EDISON
INTERNATIONAL, a California Corporation;
and DOES 1-200, inclusive,

Defendants.

Case No.

COMPLAINT FOR:

1. INVERSE CONDEMNATION
2. NEGLIGENCE
3. TRESPASS
4. NUISANCE
5. PREMISES LIABILITY
6. VIOLATION OF PUBLIC UTILITIES
CODE § 2106
7. VIOLATION OF HEALTH AND SAFETY
CODE § 13007
8. VIOLATION OF HEALTH AND SAFETY
CODE § 13009 et seq.

UNLIMITED CIVIL CASE
JURY TRIAL DEMANDED

Exempt from Filing Fees (Govt Code § 6103)
Deemed Verified (Code of Civ. Proc. § 446)

1 Plaintiffs COUNTY OF LOS ANGELES, LOS ANGELES COUNTY FLOOD CONTROL
2 DISTRICT, and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES
3 COUNTY (hereinafter collectively referred to as “Plaintiffs”) hereby bring the following Complaint for
4 damages and other relief ("Complaint") against Defendants SOUTHERN CALIFORNIA EDISON
5 COMPANY, a California Corporation (“SCE”) and EDISON INTERNATIONAL, a California
6 Corporation (hereinafter collectively referred to herein as “EDISON”), and other unknown entities and
7 individuals identified as DOES 1 through 200, inclusive (hereinafter collectively referred to as
8 “Defendants”) as follows:

9 **INTRODUCTION**

10 1. This Complaint arises from a catastrophic wildfire now known as the Eaton Fire
11 (hereinafter referred to as “Eaton Fire” or “Fire”) that ignited on or about January 7, 2025, at or around
12 6:14 p.m. near Altadena Drive and Midwick Drive in Los Angeles County, California. The Eaton Fire
13 rapidly spread to become the second most destructive and fifth deadliest fire in California history,
14 causing widespread devastation in the community of Altadena.¹

15 2. The Eaton Fire burned more than fourteen thousand acres, damaged or destroyed more
16 than ten thousand structures, including businesses, parks, childcare facilities, a senior center, assisted
17 living facilities, several schools, churches, a Jewish temple, and a mosque, displaced tens of thousands
18 of Los Angeles County residents, and tragically resulted in the fatalities of at least seventeen individuals.



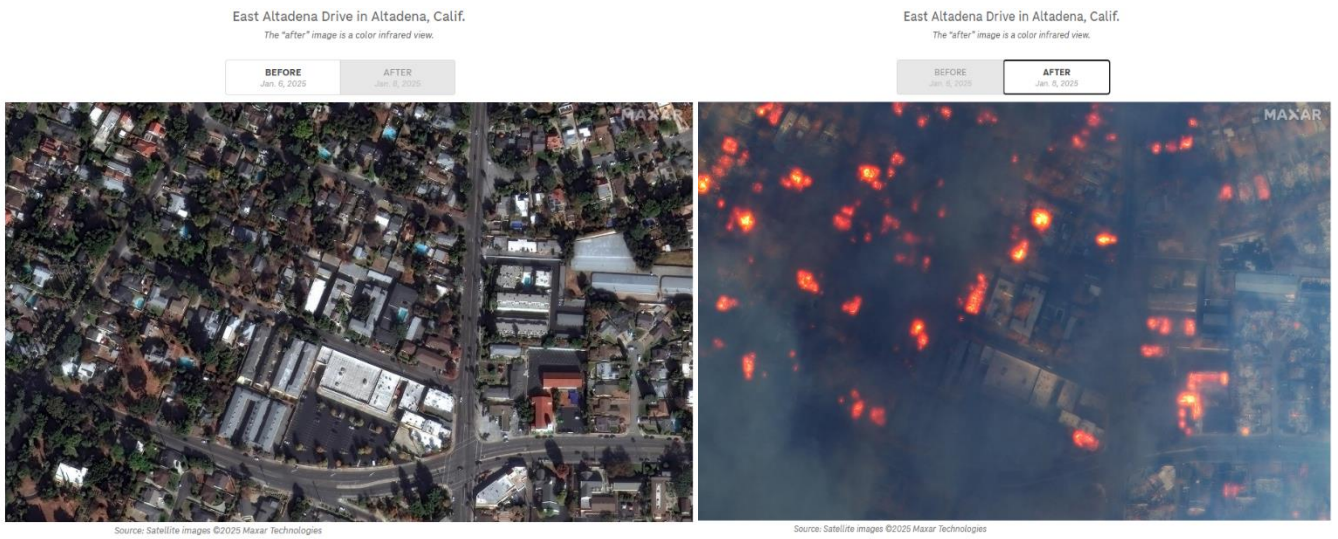
27 **Aerial footage depicting widespread devastation from the Eaton Fire in Altadena**

28 ¹ <https://www.fire.ca.gov/our-impact/statistics>, at Top 20 Most Destructive Wildfires

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Aerial photography of damages to businesses in Altadena²

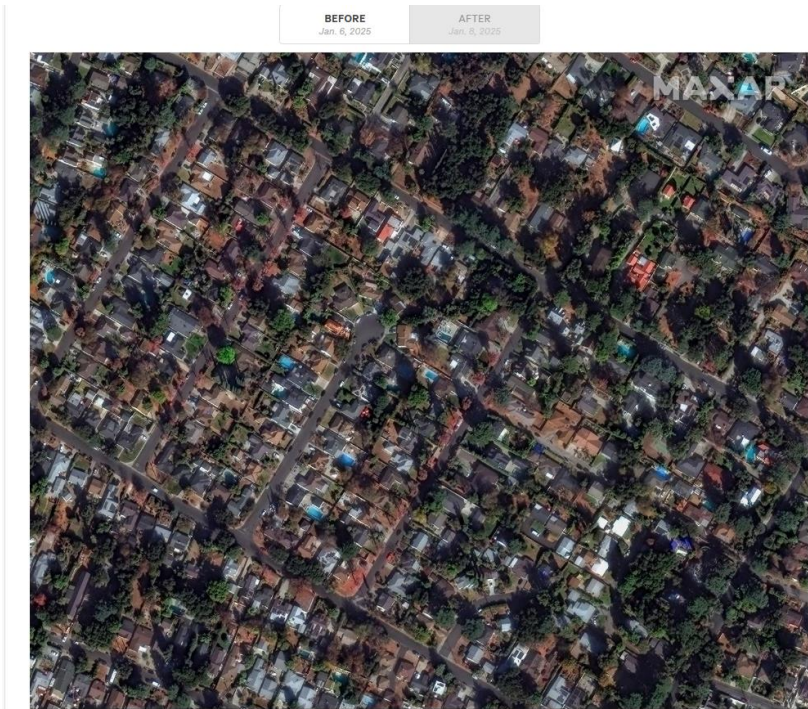


Satellite imagery of East Altadena Drive before and after the ignition of the Eaton Fire³

///
///
///
///
///

² <https://www.npr.org/2025/01/09/nx-s1-5254109/california-wildfires-palisades-eaton-before-after-satellite-images>
³ <https://www.npr.org/2025/01/09/nx-s1-5254109/california-wildfires-palisades-eaton-before-after-satellite-images>

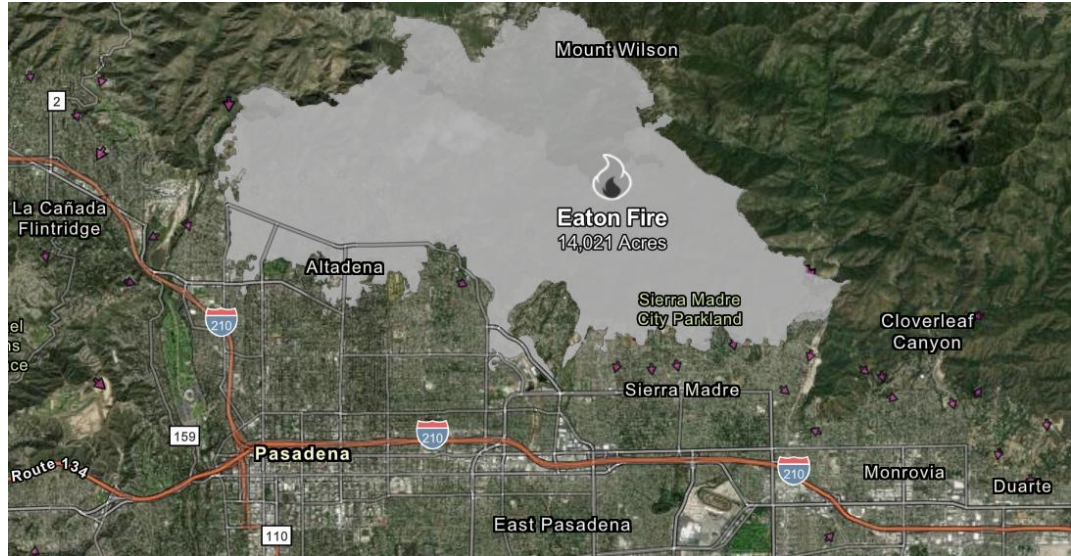
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Satellite imagery of Marathon Road before and after the ignition of the Eaton Fire⁴

///

⁴ <https://www.npr.org/2025/01/09/nx-s1-5254109/california-wildfires-palisades-eaton-before-after-satellite-images>



A map of the Eaton Fire burn area⁵

3. Plaintiffs are informed and believe, and thereon allege, that the Eaton Fire ignited during a high wind event forecasted by the National Weather Service, below a transmission tower carrying high-voltage power lines and electrical equipment designed, owned, managed, and maintained by EDISON, resulting in fire to the surrounding vegetation. There is clear evidence from video footage, photographs, and witness statements that the Fire was caused by EDISON’s electrical equipment.

4. The Eaton Fire began when electrical equipment within EDISON’s utility infrastructure contacted, or caused sparks to contact, surrounding vegetation. This occurred because: (1) EDISON’s utility infrastructure, as intended, constructed, and designed, passed electricity through exposed power lines in highly vegetated areas; (2) EDISON’s utility infrastructure and/or equipment as designed, constructed, operated and maintained failed as alleged herein; (3) EDISON negligently failed to properly, safely, and prudently inspect, repair, maintain, and/or operate the electrical equipment in its utility infrastructure; (4) EDISON negligently failed to maintain vegetation within prescribed California regulations and law concerning vegetation clearance from power lines and its electrical infrastructure; and/or (5) EDISON failed to de-energize its electrical circuit(s) to prevent a catastrophic wildfire during the high wind event and Red Flag Warning that preceded the Eaton Fire.

⁵ <https://www.fire.ca.gov/incidents/2025/1/7/eaton-fire>



Photograph of wind fueling embers while firefighter battles Eaton Fire⁶

5. EDISON had a duty to properly maintain and operate its electrical infrastructure, including any equipment that has been decommissioned, yet failed to do so. Further, EDISON had a duty to ensure that flammable vegetation surrounding its infrastructure was maintained and had a duty to utilize public safety power shutoffs when weather conditions made it unsafe to keep its equipment energized and to otherwise ensure that its electrical equipment operated in a safe manner but failed to do so.

6. For several days prior to January 7, 2025, EDISON was on notice from the National Weather Service that an upcoming windstorm would sweep through Los Angeles County. In fact, the National Weather Service issued a “Fire Weather Watch” that covered portions of Los Angeles County, including the Eaton Canyon and surrounding areas. The National Weather Service specifically warned of “extreme fire weather,” “rapid fire growth” a “dangerous fire weather situation,” and a “life threatening and destructive windstorm.” The National Weather Service also advised that the weather event was expected to peak on January 7, 2025. As of 10:00 a.m. on the morning of January 7, 2025, the National Weather Service had formally issued a Red Flag Warning, forecasting wind gusts as high as 100 MPH and an extreme risk of fire.

7. Despite these repeated warnings, EDISON failed to de-energize all of its electrical equipment in and around the area of the Eaton Canyon on January 7, 2025, including multiple

⁶ <https://www.washingtonpost.com/weather/2025/01/10/eaton-fire-southern-california-edison/>, citing Reuters

1 transmission lines and other equipment in the Eaton Canyon. Critically, EDISON recently admitted in a
2 public filing with the California Public Utilities Commission (or, “CPUC”) that a fault was detected at
3 approximately 6:11 p.m. – on its Eagle-Rock-Gould transmission circuit – at or near the same time that
4 the Eaton Fire ignited under the base of its transmission towers in Eaton Canyon. EDISON also admitted
5 that this fault on the Eagle-Rock-Gould transmission circuit caused an “increase in current on EDISON’s
6 transmission system, including on the four energized lines on M6T1 and M24T3” – the two transmission
7 towers in Eaton Canyon, in the area where the Eaton Fire originated.

8 8. Shortly after 6:11 p.m., video footage and photographs show fire emerging from the base
9 of transmission towers designed, owned, and operated by EDISON, including a photograph taken just
10 moments after the reported ignition, depicted below.



11
12
13
14
15
16
17
18
19
20 **Photograph of flames moments after the Eaton Fire ignited on January 7, 2025**

21 9. Plaintiffs bring this action for just compensation, damages, and all other available
22 remedies arising from the takings and devastating harms caused by the Eaton Fire.

23 **JURISDICTION AND VENUE**

24 10. Venue is proper in Los Angeles County because the EDISON Defendants, at all times
25 relevant to this complaint, maintained their principal place of business at 2244 Walnut Grove Ave.,
26 Rosemead, California in the County of Los Angeles. Plaintiffs are informed and believe, and thereon
27 allege, that all Defendants resided and/or conducted business in Los Angeles County at the time they
28 committed the acts and omissions that give rise to this Complaint.

1 11. This Court has jurisdiction over this matter pursuant to Code of Civil Procedure § 395(a)
2 because, at all times relevant, Defendants have conducted significant business in the County of Los
3 Angeles, State of California, so as to render the exercise of jurisdiction over Defendants by California
4 courts consistent with the traditional notions of fair play and substantial justice. Further, the Eaton Fire,
5 and the damages it caused occurred within Los Angeles County.

6 12. The Superior Court of Los Angeles, as a court of general jurisdiction, has subject matter
7 jurisdiction over this unlimited civil case, as well as personal jurisdiction over each of the Defendants.

8 13. The amount in controversy exceeds the jurisdictional minimum of this Court.

9 **PARTIES**

10 **A. PLAINTIFFS**

11 14. Plaintiff COUNTY OF LOS ANGELES (“COUNTY”) is a political subdivision of the
12 State of California. Established in 1850, the COUNTY is one of California’s original twenty-seven
13 counties. The COUNTY is one of the nation’s largest counties covering 4,084 square miles and has the
14 largest population of any county in the nation with nearly ten million residents who account for
15 approximately 27 percent of California’s population. As a subdivision of the State, the COUNTY is
16 charged with providing numerous essential services that affect the lives of its residents including law
17 enforcement, tax collection, public health protection, social services, and flood control, among other
18 services.

19 15. Plaintiff LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (“FLOOD
20 CONTROL DISTRICT”) was established through the Los Angeles County Flood Control Act (“Act”)
21 when it was adopted by the State Legislature in 1915. The Act established the FLOOD CONTROL
22 DISTRICT and empowered it to provide flood protection, water conservation recreation and aesthetic
23 enhancement within its boundaries. The FLOOD CONTROL DISTRICT is governed, as a separate entity,
24 by the County of Los Angeles Board of Supervisors. The FLOOD CONTROL DISTRICT encompasses
25 more than 2,700 square miles and approximately 2.1 million land parcels within 6 major watersheds. It
26 includes drainage infrastructure within 86 incorporated cities as well as the unincorporated areas of Los
27 Angeles County. This includes 14 major dams and reservoirs, 483 miles of open channel, 27 spreading
28 grounds, 3,330 miles of underground storm drains, 47 pump plants, 172 debris basins, 27 sediment

1 placement sites, 3 sea water intrusion barriers and approximately 82,000 catch basins.

2 16. Plaintiff CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES
3 COUNTY (“CFPD LA”) is a dependent special district under California law. CFPD LA was established
4 by the Board of Supervisors through the consolidation of numerous fire districts which existed since the
5 1920’s. Commonly known as the Los Angeles County Fire Department, CFPD LA is a dependent special
6 district governed as a separate entity by the County of Los Angeles Board of Supervisors. Among other
7 services, CFPD LA provides essential fire suppression services for the residents of Los Angeles County.

8 17. As set forth herein, the COUNTY, the FLOOD CONTROL DISTRICT, and the CFPD LA
9 are collectively referred to herein as “Plaintiffs”.

10 18. As a result of the Eaton Fire, and the post-fire rain events and/or storms that followed in
11 and around the Eaton Fire burn scar, Plaintiffs suffered, and continue to suffer damages including, but
12 not limited to, the following: property damage including damage to real and personal property; loss of
13 and/or damage to natural resources, open space, wildlife, environmental assets, parks, trails, and other
14 lands; loss of and/or damage to infrastructure, facilities, and/or buildings including but not limited to
15 roads, sidewalks, stormwater systems, sewer systems, reservoirs, dams, debris basins, water distribution
16 systems, flood-management systems, underground infrastructure, landfills, and other infrastructure,
17 facilities, and/or buildings; costs of watershed, waterway, and water body management and protection;
18 damages related to water contamination including water quality preservation and correction expenses
19 and/or costs to repair and/or replace water treatment facilities or water systems; loss of water storage;
20 costs associated with debris removal and fire-related sedimentation; damage and harm to facility and
21 infrastructure lifespan; damages based on soil erosion and loss of soil stability and productivity, including
22 management of debris flow and landslide risks in and around the Eaton Fire footprint and/or other
23 damages associated with post-fire rain events and storms in and around the Eaton Fire burn scar; loss of
24 trees; damage to trails; loss of cultural and/or historical assets; loss of aesthetic value; ecosystem services
25 losses; fire suppression, emergency rescue, and emergency medical response costs and damages including
26 but not limited to workers’ compensation costs and the costs prescribed by California Health and Safety
27 Code § 13009 and § 13009.1; costs for restoration and rehabilitation of land, and other ecological and/or
28 environmental damages allowable under Health and Safety Code § 13009.2 or any other basis; emergency

1 response costs, including administration, funding, and operation of emergency operation centers and
2 evacuation shelters, costs associated with securing and managing burn areas for safe re-entry to the public,
3 and other law enforcement costs; costs of administering/facilitating community rebuilding efforts; costs
4 associated with staffing and administration of disaster assistance centers and other fire recovery centers
5 and/or operations; costs of administering community outreach initiatives; staff overtime, labor costs,
6 personnel costs including workers' compensation costs, material and/or equipment costs; loss of tax
7 revenues, including but not limited to property, sales, and transient occupancy taxes; loss of recreational
8 revenues and/or opportunities, and/or other sources of revenue for Plaintiffs; losses from impacts on
9 business-like and/or proprietary activities such as facility rentals, educational and recreational programs
10 and others; loss of workforce housing; damages associated with tourism and economic development;
11 damages resulting from public health impacts, including costs to provide educational, outreach, and other
12 services; and other significant damages and losses unique to public entities.

13 19. The physical damage to Plaintiffs' property includes, but is not limited to fire, mud,
14 debris, soot, and ash damage to Plaintiffs' infrastructure and equipment, including to sidewalks, streets,
15 parking lots, reservoirs, dams, debris basins, parks, community centers, natural habitats, fire suppression
16 equipment, and other property and infrastructure.

17 20. The Eaton Fire destroyed and/or significantly damaged numerous COUNTY landmarks
18 and other COUNTY, FLOOD CONTROL DISTRICT, and CFPD LA property, including but not limited
19 to: the Eaton Canyon Natural Area, including the McCurdy Nature Center, outdoor classroom, trash
20 enclosure, picnic shelter, and other property located within the Eaton Canyon Natural Area; Farnsworth
21 Park, including the historic Davies Community Center, comfort stations, regional offices, playground,
22 amphitheater, picnic shelter, horseshoe arbors, and other property located within Farnsworth Park; Loma
23 Alta Park, including playgrounds, garden building, storage building, community pool and other property
24 located within Loma Alta Park; the Altadena Golf Course Clubhouse and other property located at the
25 Altadena Golf Course; Charles White Park; Altadena Triangle Park; the Altadena Senior Center; various
26 debris basins, dams, and reservoirs including the Eaton Wash Dam and Rubio Wash Debris Basin located
27 in Altadena; and fire apparatuses and other fire suppression and/or emergency response equipment,
28 among other property owned and/or operated by Plaintiffs. A non-exhaustive sampling of photographs

1 depicting damage to these County landmarks are included below.



13 **Photographs depicting damage to County property at the Eaton Canyon Natural Area**

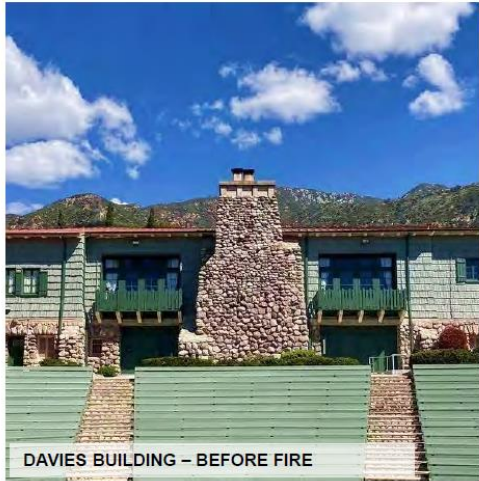


26 **Photographs depicting damage to County property at the Eaton Canyon Natural Area**

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



DAVIES BUILDING - BEFORE FIRE



DAVIES BUILDING



COMFORT STATION 1



REGIONAL OFFICES

Photographs depicting damage to County property at Farnsworth Park



PLAYGROUND 1 - BEFORE FIRE



PLAYGROUND 1



GARDEN BUILDING



STORAGE BUILDING

Photographs depicting damage to County property at Loma Alta Park

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Photograph of the Eaton Fire destroying the Altadena Senior Center⁷



Photograph of post-Eaton Fire debris flow at Rubio Wash Dam

⁷ <https://www.ncoa.org/article/senior-center-spotlight-destroyed-by-california-wildfire-altadena-senior-center-hopes-to-rebuild/>



Photograph of post-Eaton Fire debris flow at Eaton Wash Dam

1
2
3
4
5
6
7
8
9
10
11
12
13 21. The economic damages and losses Plaintiffs suffered have a direct and/or substantial
14 nexus to and/or were caused by physical damage to Plaintiffs’ property.

15 22. While the Plaintiffs’ damages and losses from the Eaton Fire and its aftermath are still
16 being determined and will increase over time based on many factors, it is estimated that the damages
17 will total at least hundreds of millions of dollars. The damages to Plaintiffs caused by EDISON are
18 extensive and ongoing.

19 **B. DEFENDANTS**

20 23. Defendant SCE was at all times relevant to this pleading, a California corporation
21 authorized to do business, and doing business in California, with its headquarters in Los Angeles County,
22 California. At all times relevant to this pleading, SCE acted to provide a utility, including electrical
23 services, to members of the public in California, including to residents of Los Angeles County. SCE is
24 one of the largest electric utilities in the United States and is the primary electric service provider in Los
25 Angeles County.

26 24. Defendant EDISON INTERNATIONAL is an energy-based holding company
27 headquartered in Rosemead, California and is the parent company of SCE. At all times relevant,
28 EDISON INTERNATIONAL’s officers, directors, and managing agents had discretionary and

1 supervisory authority over the operations of Defendant SCE.

2 25. SCE is both an “Electrical Corporation” and a “Public Utility” pursuant to, respectively,
3 § 218(a) and § 216(a)(1) of the California Public Utilities Code (or, “Public Utilities Code”). SCE is in
4 the business of providing electricity to the residents and businesses in Southern California, and more
5 particularly, to members of the public in California, including to residents of Los Angeles County
6 through a network of electrical transmission and distribution lines and power generation plants.

7 26. At all times mentioned herein, SCE was the supplier of electricity to members of the
8 public in Los Angeles County, including in Altadena, Pasadena, Sierra Madre, and elsewhere in Southern
9 California. SCE is a “public utility” under California Public Utilities Code § 216(a)(1) and § 218(a). As
10 part of supplying electricity to members of the public, SCE designed, installed, constructed, built,
11 maintained, and operated electrical infrastructure, transmission towers, distribution circuits, overhead
12 power lines with supporting utility poles and appurtenances, for the purpose of conducting electricity for
13 delivery to members of the public. Furthermore, on information and belief, SCE is responsible for
14 maintaining vegetation near, around, and in proximity to their electrical equipment in compliance with
15 State and Federal regulations, specifically including, but not limited to Public Resource Code § 4292,
16 Public Resource Code § 4293, CPUC General Order 95 (“GO 95”), and CPUC General Order 165 (“GO
17 165”).

18 27. SCE is a privately owned public utility, which enjoys a state-protected monopoly or
19 quasi-monopoly, derived from its exclusive franchise provided by the State of California and is more
20 akin to a governmental entity than a purely private entity, and runs its utility affairs like a governmental
21 entity. SCE’s monopoly is guaranteed and safeguarded by the California Public Utilities Commission,
22 which possesses the power to refuse to issue certificates of public convenience and necessity to permit
23 potential competition to enter the market. The policy justifications underlying inverse condemnation
24 liability are that individual property owners should not have to contribute disproportionately to the risks
25 from public improvements made to benefit the community as a whole.

26 28. Plaintiffs allege that SCE and EDISON INTERNATIONAL are jointly and severally
27 liable for each other’s wrongful acts and/or omissions as hereafter alleged, in that based on information
28 and belief:

- 1 a. SCE and EDISON INTERNATIONAL operate as a single business enterprise operating out
2 of the same building located at 2244 Walnut Grove Ave., Rosemead, California for the
3 purpose of effectuating and carrying out SCE's business and operations and/or for the benefit
4 of EDISON INTERNATIONAL;
- 5 b. SCE and EDISON INTERNATIONAL do not operate as completely separate entities, but
6 rather, integrate their resources to achieve a common business purpose;
- 7 c. SCE is so organized and controlled, and its decisions, affairs, and business are so conducted
8 as to make it a mere instrumentality, agent, conduit, or adjunct of EDISON
9 INTERNATIONAL;
- 10 d. SCE's income results from function integration, centralization of management, and economies
11 of scale with EDISON INTERNATIONAL;
- 12 e. SCE and EDISON INTERNATIONAL'S officers and management are intertwined and do not
13 act completely independent of one another;
- 14 f. SCE and EDISON INTERNATIONAL'S officers and managers act in the interest of SCE as
15 a single enterprise;
- 16 g. EDISON INTERNATIONAL has control and authority to choose and appoint SCE's board
17 members as well as its top officers and managers;
- 18 h. Despite the fact that they are both Electric Companies and Public Utilities, SCE and EDISON
19 INTERNATIONAL do not compete with one another, but have been structured and organized
20 and their businesses effectuated so as to create a synergistic, integrated, single enterprise
21 where various components operate in concert with one another;
- 22 i. EDISON INTERNATIONAL maintains unified administrative control over SCE;
- 23 j. SCE and EDISON INTERNATIONAL are insured by the same carriers and provide uniform
24 or similar pension, health, life, and disability insurance plans for employees;
- 25 k. SCE and EDISON INTERNATIONAL have unified 401(k) plans, pension and investment
26 plans, bonus programs, vacation policies, and paid time off policies;
- 27
28

- 1 l. SCE and EDISON INTERNATIONAL invest funds from their programs and plans by a
2 consolidated and/or coordinated Benefits Committee controlled by SCE and administered by
3 common trustees and administrators;
- 4 m. SCE and EDISON INTERNATIONAL have uniform personnel policies and practices and/or
5 a consolidated personnel organization or structure;
- 6 n. SCE and EDISON INTERNATIONAL have uniform accounting policies and practices
7 dictated by EDISON INTERNATIONAL and/or common or integrated accounting
8 organizations or personnel;
- 9 o. SCE and EDISON INTERNATIONAL are represented by common legal counsel;
- 10 p. EDISON INTERNATIONAL's officers, directors, and other management make policies and
11 decisions to be effectuated by SCE and/or otherwise play roles in providing directions and
12 making decisions for SCE;
- 13 q. EDISON INTERNATIONAL's officers, directors, and other management direct certain
14 financial decisions for SCE, including the amount of capital outlays;
- 15 r. EDISON INTERNATIONAL's written guidelines, policies, and procedures control SCE's
16 employees. policies, and practices;
- 17 s. EDISON INTERNATIONAL files consolidated earnings statements factoring in all revenue
18 and losses from SCE as well as consolidated tax returns, including those seeking tax relief;
- 19 t. EDISON INTERNATIONAL generally directs and controls SCE's relationship with, requests
20 to, and responses to inquiries from the CPUC and uses such direction for the benefit of
21 EDISON INTERNATIONAL;
- 22 u. Plaintiffs are informed and believe that EDISON INTERNATIONAL and SCE, and each of
23 them, were the agents and/or employees of each of the other and in acting and/or failing to act
24 as alleged herein, and were acting in the course and scope of said agency and/or employment
25 relationship.

26 29. EDISON has a non-delegable duty to properly maintain, own, operate, control, and
27 manage its electrical transmission and distribution systems, including all infrastructure and equipment.

28 30. The true names and capacities of Defendants DOES 1 through 200 are currently unknown

1 to Plaintiffs who, therefore, sue these Defendants under these fictitious names pursuant to Code of Civil
2 Procedure § 474. These Defendants are each directly and/or vicariously responsible, in some manner,
3 for the harms alleged herein. If or when Plaintiffs learn these Defendants’ true names and capacities,
4 Plaintiffs will seek leave to amend this Complaint.

5 31. “Defendants” refers collectively to SCE, EDISON INTERNATIONAL and DOES 1
6 through 200.

7 32. At all times relevant to this pleading, Defendants, and/or each of them, were the agents,
8 servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each of the
9 other Defendants; and were operating within the purpose and scope of said agency, service, employment,
10 partnership, enterprise, conspiracy, and/or joint venture; and each of Defendants has ratified and
11 approved the acts of each of the remaining Defendants. Each of Defendants aided and abetted,
12 encouraged, and rendered substantial assistance to the other Defendants in breaching their obligations
13 and duties to Plaintiffs, as alleged herein. In taking action to aid and abet and substantially assist the
14 commission of these wrongful acts and other wrongdoings alleged herein, each of Defendants acted with
15 an awareness of his/her/its primary wrongdoing and realized that his/her/its conduct would substantially
16 assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

17 **FACTUAL ALLEGATIONS**

18 **A. The Eaton Fire**

19 33. On January 7, 2025, at or around 6:14 p.m., the Eaton Fire ignited in the vicinity of
20 Altadena Drive, Midwick Drive, and Mount Wilson Road in Altadena, California.

21 34. EDISON is the primary electrical provider in the area where the Eaton Fire ignited, and
22 Edison owns and operates electrical facilities and power lines that run near Altadena Drive, Midwick
23 Drive, and Mount Wilson Road, in Los Angeles County, California.

24 35. Surveillance footage and eyewitness accounts indicate that power lines in Eaton Canyon
25 were arcing in the high winds at approximately 6:00 p.m. and 6:11 p.m., and shortly thereafter, the Fire
26 ignited and rapidly expanded in size. The images of the first moments of the Eaton Fire show flames
27 beneath what Plaintiffs are informed and believe to be transmission towers carrying high voltage 66kV,
28 220kV, and 500kV power lines owned, managed, and maintained by EDISON.



Cell phone images of flames from the first moments after the Eaton Fire ignited on January 7, 2025 - Photo by Jennifer Errico via Pasadena News

36. In addition, video footage from a nearby gas station surveillance camera captured the Eaton Fire ignition. In the video shared by the New York Times, viewers can see “flashes of light at 6:11 p.m. in the vicinity of three high-voltage electrical towers in Eaton Canyon, and then flames moments later.”⁸



Still photographs of video footage capturing electrical arcing events on EDISON’s transmission towers moments before the Eaton Fire ignited⁹

///

///

⁸ <https://www.nytimes.com/2025/01/26/us/los-angeles-eaton-fire-cause.html>

⁹ <https://www.nytimes.com/2025/01/26/us/los-angeles-eaton-fire-cause.html>



10 **Still photographs of video footage capturing electrical arcing events and resulting flames under EDISON's transmission towers¹⁰**



21 **Timeline of events as captured by video surveillance and cell phone footage provided to the New York Times¹¹**

22 37. Witness accounts indicate that after the Fire ignited beneath EDISON's transmission
23 tower, extremely high winds rapidly pushed the flames southward and westward through Eaton Canyon
24 and into neighboring communities.

25 38. Fueled by strong winds, the Eaton Fire spread through the neighborhoods of Altadena
26 and Hastings Ranch within minutes of the ignition, forcing many residents to flee with just minutes to
27

28 ¹⁰ <https://www.nytimes.com/2025/01/26/us/los-angeles-eaton-fire-cause.html>

¹¹ <https://www.nytimes.com/2025/01/26/us/los-angeles-eaton-fire-cause.html>

1 prepare.

2 39. On January 8, 2025, EDISON issued a statement acknowledging that the Eaton Fire
3 started in its service area.¹²

4 40. Recent advanced sensor network data shows that utility service to homes in EDISON’s
5 service area near Midlothian Drive and north of East Altadena Drive was still energized at the time the
6 Fire ignited on January 7, 2025.¹³ Further, first responder radio traffic showed power lines operated by
7 EDISON were energized and sparking after the Eaton Fire began.¹⁴

8 41. Residents near Eaton Canyon similarly reported that the power was still on at their homes
9 at or around the time the Eaton Fire ignited.

10 42. At least one resident who lived near Eaton Canyon reported that the power flickered at
11 approximately 6:10 p.m. This resident reported seeing fire under the power lines and transmission towers
12 owned by EDISON just minutes later.¹⁵

13 43. Recent data also shows that the region’s electrical grid showed “considerable stress” in
14 the hours before the Fire ignited on January 7, 2025. Further, the data identified multiple electrical faults,
15 which can occur when the flow of electricity is disrupted, during the hours before the Fire ignited.¹⁶

16 44. On January 9, 2025 and on January 27, 2025, respectively, EDISON filed reports with
17 the CPUC related to the Eaton Fire. In its January 27, 2025 filing, EDISON admitted that “preliminary
18 analysis [of electrical data from January 7, 2025] shows that a fault was detected at approximately 6:11
19 p.m. on the Eagle Rock-Gould 220kV line, which connects the Gould substation in La Cañada Flintridge
20 to the Eagle Rock substation in Eagle Rock [...]” It continued to state that the fault on the Eagle Rock-
21 Gould 220kV line caused an “increase in current on SCE’s transmission system, including on the four
22 energized lines on M6T1 and M24T3.”

23 45. Plaintiffs are informed and believe that the Eaton Fire occurred because: (1) EDISON’s
24 electrical infrastructure was designed, intended, and constructed to pass electricity through exposed
25

26 ¹² <https://newsroom.edison.com/releases/edison-international-provides-update-on-southern-california-wildfires-and-sce-power-outages>

27 ¹³ <https://www.washingtonpost.com/weather/2025/01/10/eaton-fire-southern-california-edison/>

28 ¹⁴ <https://www.npr.org/2025/02/17/nx-s1-5282086/los-an>

¹⁵ <https://abc7.com/post/california-wildfire-cause-eaton-fire-may-downed-power-line-witness-says/15788334/>

¹⁶ <https://www.washingtonpost.com/weather/2025/01/10/eaton-fire-southern-california-edison/>

1 power lines and other electrical equipment in dry, vegetated areas; (2) EDISON’s utility infrastructure
2 contacted, or caused sparks to contact, surrounding vegetation; (3) EDISON negligently failed to safely
3 and prudently inspect, repair, maintain, and/or operate the electrical equipment in its utility
4 infrastructure; (4) EDISON negligently failed to maintain vegetation within prescribed California
5 regulations and law concerning vegetation clearance from power lines and its electrical infrastructure;
6 and/or (5) EDISON failed to de-energize its electrical circuit(s) to prevent a catastrophic wildfire during
7 the high fire risk weather which precipitated the Red Flag Warning that preceded the Eaton Fire.

8 46. The conditions and circumstances surrounding the ignition of the Eaton Fire, including
9 the nature and condition of EDISON’s electrical infrastructure, the low humidity, strong winds, and
10 tinder-like vegetation were foreseeable by any reasonably prudent person, and therefore were foreseeable
11 to Defendants —those with special knowledge and expertise as electrical services providers and their
12 employees and agents.

13 47. In the days leading up to the Fire, high wind warnings were put into place by the National
14 Weather Service throughout Los Angeles County, including the Altadena and Pasadena communities.
15 Prior to the Eaton Fire, EDISON identified the Eaton Canyon area as an extreme risk area, where
16 topography, historical fires, and fuel conditions put it at a higher danger for igniting a fire. Thus, the
17 likelihood of a wildfire igniting and spreading as a result of these high winds, low humidity, and tinder-
18 like dry vegetation were foreseeable and known to Defendants.

19 48. The Eaton Fire was not the result of an “act of God” or other *force majeure*. The Eaton
20 Fire was ignited by sparks from high-voltage transmission lines, distribution lines, appurtenances, and
21 other electrical equipment within EDISON’s utility infrastructure that ignited surrounding vegetation.
22 Despite its knowledge of extreme fire risk, EDISON deliberately prioritized profits over safety and that
23 prioritization and EDISON’s design, construction, and maintenance of its utility infrastructure was a
24 substantial factor in igniting the Eaton Fire.

25 49. The Eaton Fire burned over fourteen thousand acres, damaged or destroyed over ten
26 thousand structures, displaced tens of thousands of Los Angeles County residents, and tragically resulted
27 in the fatalities of at least seventeen individuals.

28 ///



Before and after imagery of the homes destroyed by the Eaton Fire – Photo by The Guardian

50. As a result of the Eaton Fire, and the post-fire rain events and/or storms that followed in and around the Eaton Fire burn scar, Plaintiffs suffered damages including, but not limited to, the following: property damage including damage to real and personal property; loss of and/or damage to natural resources, open space, wildlife, environmental assets, parks, trails, and other lands; loss of and/or damage to infrastructure, facilities, and/or buildings, including but not limited to roads, sidewalks, stormwater systems, sewer systems, reservoirs, dams, debris basins, water distribution systems, flood-management systems, underground infrastructure, landfills, and other infrastructure, facilities and/or buildings; costs of watershed, waterway, and water body management and protection; damages related to water contamination including water quality preservation and correction expenses and costs to repair and/or replace water treatment facilities or water systems; loss of water storage; debris removal costs; costs associated with removal and/or dredging of fire-related debris and/or sedimentation; damage and harm to facility and infrastructure lifespan; damages based on soil erosion and loss of soil stability and productivity, including management of debris flow and landslide risks in and around the Eaton Fire footprint and/or other damages associated with post-fire rain events and storms in and around the Eaton Fire burn scar; loss of trees; loss of cultural and/or historical assets; loss of aesthetic value; ecosystem services losses; fire suppression, emergency rescue, and emergency medical response costs and damages including but not limited to workers' compensation costs and the costs prescribed by California Health and Safety Code § 13009 and § 13009.1; costs for restoration and rehabilitation of land, and other ecological and/or environmental damages allowable under Health and Safety Code § 13009.2 or any

1 other basis; emergency response costs, including administration, funding, and operation of emergency
2 operation centers and evacuation shelters, costs associated with securing and managing burn areas for
3 safe re-entry to the public, and other law enforcement costs; costs of administering/facilitating
4 community rebuilding efforts; costs associated with staffing and administration of disaster assistance
5 centers and other fire recovery centers and/or operations; costs of administering community outreach
6 initiatives; staff overtime, labor costs, personnel costs including workers' compensation costs, material
7 and/or equipment costs; loss of tax revenues, including but not limited to property, sales, and transient
8 occupancy taxes; loss of recreational revenues and/or opportunities, and/or other sources of revenue for
9 Plaintiffs; losses from impacts on business-like and/or proprietary activities such as facility rentals,
10 educational and recreational programs and others; loss of workforce housing; damages associated with
11 tourism and economic development; damages resulting from public health impacts, including costs to
12 provide educational, outreach, and other services; and other significant damages and losses unique to
13 public entities.

14 51. The physical damage to Plaintiffs' property includes, but is not limited to fire, mud,
15 debris, soot, and ash damage to Plaintiffs' infrastructure, buildings, facilities, and/or equipment,
16 including to sidewalks, streets, parking lots, reservoirs, dams, debris basins, parks, community centers,
17 natural habitats, and other property and infrastructure.

18 52. The Eaton Fire destroyed and/or significantly damaged numerous COUNTY landmarks
19 and other COUNTY, FLOOD CONTROL DISTRICT, AND CFPD LA property, including but not
20 limited to: the Eaton Canyon Natural Area, including the McCurdy Nature Center, outdoor classroom,
21 trash enclosure, picnic shelter, and other property located within the Eaton Canyon Natural Area;
22 Farnsworth Park, including the historic Davies Community Center, comfort stations, regional offices,
23 playground, amphitheater, picnic shelter, horseshoe arbors, and other property located within Farnsworth
24 Park; Loma Alta Park, including playgrounds, garden building, storage building, community pool and
25 other property located within Loma Alta Park; the Altadena Golf Course Clubhouse and other property
26 located at the Altadena Golf Course; Charles White Park; Altadena Triangle Park; the Altadena Senior
27 Center; various debris basins, dams, and reservoirs including the Eaton Wash Dam and Rubio Wash
28 Debris Basin located in Altadena; and fire apparatuses and other fire suppression and/or emergency

1 response equipment, among other property owned operated, and/or maintained by Plaintiffs.

2 **B. EDISON had a Non-Delegable, Non-Transferable Duty to Safely Maintain Its**
3 **Electrical Infrastructure**

4 53. At all times up to and including January 7, 2025, EDISON had a non-delegable, non-
5 transferable duty to properly design, construct, inspect, maintain, repair, manage, and/or operate its
6 electrical infrastructure, including its power lines, utility poles, and appurtenant equipment and to keep
7 vegetation and trees properly trimmed at a safe distance so as to prevent foreseeable contact with its
8 electrical equipment.

9 54. In the design, construction, inspection, repair, maintenance, ownership, and/or operation
10 of its power lines, utility poles, and other electrical equipment, EDISON had an obligation to comply
11 with a number of statutes, regulations, orders, and standards, as detailed below.

12 55. EDISON is required to comply with a number of design standards for its electrical
13 equipment, as stated in GO 95. Further, EDISON must follow several standards to protect the public
14 from the consequences of vegetation and/or trees from coming into contact with its power lines and other
15 electrical equipment. Pursuant to Public Resources Code § 4292, EDISON is required to “maintain
16 around adjacent to any pole or tower which supports a switch, fuse, transformer, lighting arrester, line
17 junction, or dead end or corner pole, a firebreak which consists of clearing not less than 10 feet in each
18 direction from the outer circumference of such pole or tower.” Also, Public Resources Code § 4293
19 mandates EDISON maintain clearances of 4 to 10 feet for all of its power lines, depending upon their
20 voltage.

21 56. Further, pursuant to GO 165, EDISON is also required to inspect its electric transmission
22 and distribution facilities to maintain a safe and reliable electric system. Specifically, EDISON must
23 conduct “patrol” inspections of all of its overhead facilities annually in Extreme or High Fire areas,
24 which includes Los Angeles County and the surrounding Altadena and Pasadena communities.

25 57. EDISON knew or should have known that such standards and regulations were minimum
26 standards, and that EDISON has a duty to identify vegetation and/or trees which posed a foreseeable
27 hazard to overhead power lines and/or other electrical equipment, and to operate, manage, and maintain
28 its electric equipment and the surrounding vegetation to prevent the foreseeable danger of igniting a fire.

1 **C. EDISON’s History of Safety Failures**

2 58. EDISON knew about the significant risk of wildfires caused by its equipment years before
3 the Eaton Fire began:

4 **a) The 2007 Fire Siege in Southern California:** In October 2007, strong Santa Ana
5 winds swept across Southern California and caused dozens of wildfires. Several of the worst wildfires
6 were reportedly caused by downed power lines. One of these fires was the Malibu Canyon Fire, which
7 started on October 21, 2007, at approximately 4:30 a.m. A subsequent investigation by the CPUC’s
8 Safety and Enforcement Division (“SED”) determined that the fire was caused when three wooden utility
9 poles broke and fell to the ground as a result of strong Santa Ana winds in Malibu Canyon, Los Angeles
10 County. The resulting fire burned 3,846 acres, destroyed 14 structures and 36 vehicles, and caused
11 damage to 19 other structures. Those utility poles and overhead supply and communications facilities
12 were owned and operated by SCE, Verizon Wireless, AT&T Mobility, LLC, Spring Communications
13 Company, LP, and NextG Networks of California. The SED investigated the incident and found
14 EDISON and the communications companies which owned the three poles in violation of GO 95.
15 Specifically, the SED found that the wind at the time of the fire was approximately 50 miles per hour.
16 According to GO 95, Rule 44, the type of poles involved were required to be designed and constructed
17 with a safety factor of 4.0, and able to withstand winds up to 92.4 miles per hour. The SED found SCE
18 and the other owners and operators of the poles and attached facilities to be in violation of Rules 12, 31,
19 43 and 44 in GO 95 for failing to properly inspect and maintain their poles and facilities to prevent the
20 safety factors from falling below the minimum requirements. SCE agreed to a settlement with the CPUC
21 and a \$37 million fine and agreed to conduct a safety audit and remediation of its utility poles in the
22 Malibu area.

23 **b) The 2011 Windstorm:** On November 30, 2011, and December 1, 2011, Santa
24 Ana winds swept through EDISON’s territory, knocking down utility facilities, uprooting trees, and
25 causing prolonged power outages. Two-hundred forty-eight (248) wood utility poles and 1,064 overhead
26 electrical lines were affected. A total of 440,168 customers lost power during this wind event. The SED
27 performed an investigation and concluded that SCE and communication providers who jointly owned
28 utility poles violated GO 95 because at least 21 poles and 17 guy wires were overloaded in violation of

1 the safety factor requirements codified in GO 95, Rule 44.1.

2 c) **EDISON Pole Loading Study:** As part of SCE’s 2012 General Rate Case, the
3 CPUC ordered SCE to conduct a statistically valid sampling of SCE-owned and jointly owned utility
4 poles to determine whether the pole loading complied with current legal standards. SCE’s study, released
5 on May 31, 2013, found that 22.3% of the 5,006 poles tested failed to meet current design standards. In
6 November 2013, the SED sent a letter to the CPUC Commissioners discussing SCE’s study and
7 recommended the following changes in policy:

- 8 1) SCE should conduct a wind analysis in its service territory, incorporating
9 actual wind standards into its internal pole loading standards;
- 10 2) SCE should conduct a pole loading analysis of every pole carrying EDISON
11 facilities, employing a risk management approach, considering, at a minimum,
12 fire risk, the presence of communications facilities and the number of overloaded
13 poles in the area; and,
- 14 3) SCE should commence pole mitigation measures as soon as possible, and
15 not wait for the pole loading analysis to be completed.

16 d) **SCE’s Pole Loading Program:** In its 2015 General Rate Case, SCE proposed a
17 Pole Loading Program (“PLP”) to identify and remediate overloaded poles and prevent poles on the 1.4
18 million utility poles in its service territory from becoming overloaded in the future. SCE claims it started
19 its PLP in 2014 but will not complete its assessment in high fire areas until 2017 and will not complete
20 pole remediation of overloaded poles until 2025. SCE claims that under the PLP, a pole will be replaced
21 between 72 hours and 59 months depending upon the safety factor and its location relative to high fire
22 areas. In its 2015 General Rate Case, SCE forecast it would perform assessment of 205,754 poles in
23 2015. However, SCE only actually performed assessments of 142,382 poles in 2015, or 63,372 (30%)
24 fewer than SCE claimed it would conduct, and as a result, SCE repaired 14,310 fewer overloaded poles
25 than it forecast in 2015. However, SCE’s PLP has experienced substantial delays due to problems with
26 the software program it used to calculate the pole loading safety factors for its poles. In its 2015 General
27 Rate Case, SCE estimated that 22% of its utility poles were overloaded. However, in its 2018 General
28 Rate Case, SCE disclosed that it modified its software used to calculate pole loading safety factors and

1 that these revisions reduced the percentage of poles needing remediation to just 9%. Additionally, SCE
2 disclosed in its 2018 General Rate Case that it had failed to meet its 2015 projections to assess and repair
3 overloaded poles. Specifically, SCE admitted that it had only conducted 142,519 out of the projected
4 205,000 pole assessments in 2015. As a result, SCE announced in its 2018 General Rate Case that it was
5 changing the duration of its PLP from 7 years to 10 years to allow for fewer pole assessments each year.
6 Additionally, SCE disclosed in the 2018 General Rate Case that out of the 142,519 poles it assessed in
7 2015, it only constructed repairs on 569 under the PLP. SCE claims “repairs may be completed one or
8 two years after the assessment, depending on whether the pole is in a high fire or non-fire area.”¹⁷

9 e) **The 2017 Thomas Fire:** After thorough investigation, it was determined that the
10 Thomas Fire, which ignited on December 4, 2017, was caused by power lines designed, owned, operated,
11 and maintained by EDISON coming into contact with one another causing a spark and resulting in fire
12 to the surrounding vegetation. The Thomas Fire burned more than 280,000 acres and destroyed over
13 1,000 structures within the Los Angeles and Ventura Counties.

14 f) **The 2018 Woolsey Fire:** The Woolsey Fire ignited on November 8, 2018, after a
15 loose wire owned, operated, and maintained by EDISON came in contact with conductors causing a
16 spark and resulting in fire to the surrounding vegetation. The Woolsey Fire burned more than 90,000
17 acres and destroyed more than 1,600 structures within the Los Angeles and Ventura Counties.

18 g) **The 2019 Saddle Ridge Fire:** Plaintiffs are informed and believe that the Saddle
19 Ridge Fire ignited on October 10, 2019, due to a fire that ignited beneath a high-voltage transmission
20 tower owned, operated, and maintained by EDISON. The Saddle Ridge Fire damaged or destroyed more
21 than 100 structures and caused one fatality.

22 h) **The 2020 Bobcat Fire:** The Bobcat Fire ignited on September 6, 2020, after a
23 tree came into contact with power lines owned, operated, and maintained by EDISON. The Bobcat Fire
24 ultimately damaged or destroyed more than 200 structures and burned over 100,000 acres. The Bobcat
25 Fire also damaged more than 100 miles of trails and campgrounds within the Bobcat Fire footprint.

26 i) **The 2020 Silverado Fire:** On October 26, 2020, during a Santa Ana wind event,
27

28 ¹⁷ 2018 General Rate Case, SCE, Transmission & Distribution Volume 9, Poles. 9/1/16.

1 EDISON’s power lines and/or equipment in the area of East Santiago Canyon Road were involved in
2 sparking a fire that caused the Silverado Fire. The Silverado Fire burned over 10,000 acres and damaged
3 more than 10 structures.

4 **j) The 2022 Coastal Fire:** On May 11, 2022, the Coastal Fire ignited in the Aliso
5 Woods Canyon area after equipment owned, managed, and maintained by EDISON caused an electrical
6 event. The Coastal Fire damaged and/or destroyed more than 30 homes.

7 **k) The 2022 Fairview Fire:** The Fairview Fire ignited on September 5, 2022, near
8 Hemet, California. Investigators found EDISON’s equipment to be involved in the ignition of this
9 catastrophic fire.

10 **l) The 2025 Hurst Fire:** The Hurst Fire ignited on January 7, 2025, near Sylmar
11 during the height of the January firestorm that occurred throughout Los Angeles County. In a filing with
12 the CPUC, EDISON noted that “absent additional evidence, SCE believes its equipment may be
13 associated with the ignition of the Hurst Fire.”¹⁸

14 **D. Foreseeable and Expected Santa Ana Winds and Red Flag Fire Warning**

15 59. At all times mentioned herein, Defendants were aware that the State of California had
16 been in a multi-year period of drought and/or dry conditions. Defendants were also aware that Los
17 Angeles County frequently experiences “Santa Ana” wind conditions, which are highly conducive to the
18 rapid spread of wildfires and extreme fire behavior. Santa Ana winds are not abnormal or unforeseeable,
19 and everyone who lives and works in Southern California is familiar with this type of extreme wind
20 event year-round.

21 60. On January 17, 2014, the Governor of California issued an Executive Order proclaiming
22 a State of Emergency throughout the State of California due to severe drought conditions which had
23 existed for four years. On November 13, 2015, the Governor issued Executive Order B-36-15, which
24 proclaimed “[t]hat conditions of extreme peril to the safety of persons and property continue to exist in
25 California due to water shortage, drought conditions and wildfires....”¹⁹ Although the Governor issued

26 _____
27 ¹⁸ <https://download.edison.com/406/files/202502/section-315-20250206-hurst-fire.pdf?Signature=seh5RUG2Fa404RG7fvp0Ou30AU%3D&Expires=1739495036&AWSAccessKeyId=AKIATACLRQCT2IBV7MN&versionId=O0u5kBAf.N.WIPxkrGtZTrpkZsTp4Jci&response-content-disposition=attachment>

28 ¹⁹ Exec. Order B-36-15, Office of Gov. Edmund Brown, Jr. (Nov. 13, 2015), https://archive.gov.ca.gov/archive/gov39/wp-content/uploads/2017/08/11.13.15_EO_B-36-15.pdf.

1 an Executive Order in April 2017 ending the Drought State of Emergency in all counties except Fresno,
2 Kings, Tulare and Tuolumne, the declaration directed state agencies “to continue response activities that
3 may be needed to manage the lingering drought impacts to people and wildlife.”²⁰

4 61. On January 19, 2018, the CPUC adopted the CPUC Fire-Threat Map, which “depicts
5 areas of California where there is an elevated hazard for ignition and rapid spread of power-line fires
6 due to strong winds, abundant dry vegetation, and other environmental conditions.”²¹ The area where
7 the Eaton Fire burned is designated as a "High Fire Threat District – Tier 3," which means there is an
8 extreme risk (including likelihood and potential impacts on people and property) from utility related
9 wildfires.

10 62. EDISON was put on notice by the publication of this Fire-Threat Map in 2018 and
11 therefore knew well in advance of the Eaton Fire of the elevated fire risk in the Los Angeles County area
12 for “ignition and rapid spread of power line fires due to strong winds, abundant dry vegetation, and/or
13 other environmental conditions.”

14 63. On November 8, 2017, the CPUC published its “Proposed Decision of Commissioner
15 Picker,” which adopted the “Decision Adopting Regulations to Enhance Fire Safety in The High Fire-
16 Threat District.” This Decision adopted new regulations by the CPUC to enhance fire safety of overhead
17 electrical power lines and communications lines located in high fire-threat areas following the
18 devastating Northern California fires.

19 64. The CPUC has authorized EDISON and other utilities to temporarily shut down power
20 grids in high fire-threat areas to prevent wildfire. However, despite knowledge of the risk, EDISON
21 failed to shut off all electrical infrastructure in its High Fire Threat District (extreme risk) service area,
22 including its service area in and around Eaton Canyon, on January 7, 2025, notwithstanding a
23 “Potentially Dangerous Situation” Red Flag Warning issued by the National Weather Service earlier that
24 morning, and the escalating warnings of fire-danger from at least January 2, 2025.

25 65. The National Weather Service warned that “strong winds are coming” and “**this is a**

26 _____
27 ²⁰ Exec. Order B-040-17 at 3, Office of Gov. Edmund Brown, Jr. (April 7, 2017),
https://archive.gov.ca.gov/archive/gov39/wp-content/uploads/2017/09/4.7.17_Attested_Exec_Order_B-40-17.pdf.

28 ²¹ See CPUC Fire Map Depicts Areas of Elevated Hazards in State: First Step in Creation of Tools to Help Manage
Resources, Cal Pub. Utils. Comm’n (May 26, 2016), available at [https://www.fire.ca.gov/what-we-do/fire-resource-
assessment-program](https://www.fire.ca.gov/what-we-do/fire-resource-assessment-program)

1 **Particularly Dangerous Situation—in other words, this is about as bad as it gets in terms of fire**
2 **weather.**²² Multiple residents near the Eaton Canyon area indicated that they received multiple
3 warnings from SCE about their power being turned off on January 7, 2025, but it never occurred despite
4 the extremely dangerous red flag warning conditions. EDISON’s blatant disregard of the increased risk
5 for large fires with very rapid fire spread in areas put on a red flag warning ultimately resulted in the
6 ignition of the devastating Eaton Fire.



15 **Photograph depicting the National Weather Service warnings regarding fire weather risk, posted**
16 **as early as January 2, 2025**



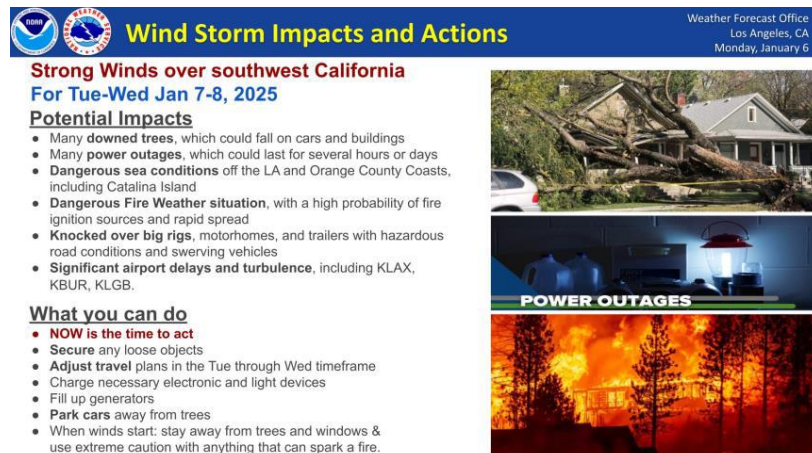
25 **Photograph depicting the National Weather Service warning of critical fire conditions, posted**
26 **January 3, 2025**

27 ///

28 ²² <https://www.theweathernetwork.com/en/news/weather/severe/life-threatening-windstorm-prompts-red-flag-warning-across-southern-california>



11 Photograph depicting the National Weather Service warnings, specifically highlighting Eaton Canyon and Altadena areas as a location of greatest concern, on January 6, 2025



20 Photograph depicting the National Weather Service warnings on January 7, 2025

21 66. At the time of the Eaton Fire, EDISON knew the weather conditions and other factors
 22 that contribute to high fire risk and the necessary steps that should be taken to mitigate the risk of, and
 23 to prevent, the ignition of catastrophic wildfires such as the Eaton Fire. Yet, EDISON failed to take such
 24 appropriate actions to prevent the ignition of the Eaton Fire, which resulted in the Fire causing
 25 devastating and widespread damage.

26 67. At the time of the Eaton Fire, EDISON understood the importance of instituting public
 27 safety power shutoffs (“PSPS”) during high wildfire risk conditions. This safety measure involves
 28 preemptively deenergizing equipment in at risk regions for a period of time. In fact, EDISON’s Wildfire

1 Mitigation Plan (“WMP”) touts the effectiveness of utilizing PSPS strategies, stating that “PSPS is a
2 necessary mitigation to protect public safety under extreme conditions.” Nevertheless, EDISON failed
3 to deenergize its equipment, leading to the ignition of the Eaton Fire.

4 **FIRST CAUSE OF ACTION**

5 **(Inverse Condemnation Against All Defendants)**

6 68. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
7 contained above as though the same were set forth herein in full.

8 69. On or about January 7, 2025, Plaintiffs were the owners of real property and/or personal
9 property in the area of the Eaton Fire.

10 70. Prior to and on January 7, 2025, Defendants had each designed, installed, constructed,
11 owned, operated, used, controlled, and/or maintained electrical infrastructure and facilities within
12 EDISON’s utility infrastructure, including the transmission and distribution systems in and around the
13 location of the Eaton Fire, for the purpose of providing electrical services to large swaths of the public.

14 71. On or before January 7, 2025, Defendants were aware of the inherent dangers and risks
15 that the electrical equipment within EDISON’s electrical-utility infrastructure (as deliberately designed
16 and constructed) could ignite a wildfire like the Eaton Fire. The inherent risk was realized on January 7,
17 2025, when electrical equipment within EDISON’s utility infrastructure ignited the Eaton Fire, which
18 resulted in the taking of Plaintiffs’ property. This taking was legally and substantially caused by
19 Defendants’ actions and inactions in designing, constructing, installing, operating, controlling, using,
20 and/or maintaining the facilities, lines, wires, and/or other electrical equipment within EDISON’s utility
21 infrastructure.

22 72. Defendants’ operation of its electrical equipment, high voltage transmission towers,
23 powerlines, and infrastructure (“Electrical Systems”) as deliberately designed and constructed were a
24 substantial cause of Plaintiffs’ damages, are a public improvement for a public use, and constitute an
25 “Electrical Plant” pursuant to California Public Utilities Code § 217.

26 73. Article I, § 19 of the California Constitution states:

27 Private property may be taken or damaged for public use only when just
28 compensation, ascertained by a jury unless waived, has first been paid to,
or into court for, the owner. The Legislature may provide for possession by

1 the condemnor following commencement of eminent domain proceedings
2 upon deposit in court and prompt release to the owner of money determined
3 by the court to be the probable amount of just compensation.

4 74. On or about January 7, 2025, EDISON's Electrical Systems ignited the Eaton Fire, which
5 directly, substantially, and legally resulted in the taking of Plaintiffs' property and deprived them of the
6 use and enjoyment of their property.

7 75. On or about August 15, 2019, the Supreme Court of California published its holding for
8 the *City of Oroville v. Superior Court* (2019) 7 Cal. 5th 1091 ("*City of Oroville*"). In that case, the Court
9 articulated that a court assessing inverse condemnation liability must find more than just a causal
10 connection between the public improvement and the damage to property. In the Eaton Fire, EDISON's
11 Electrical Systems substantially caused Plaintiffs' damages and was more than just a causal connection.

12 76. EDISON owned and substantially participated in the design, planning, approval,
13 construction, and operation of the Electrical Systems and public improvements for the supply of
14 electricity. EDISON exercised control and dominion over the said Electrical Systems and public
15 improvements as a public project and public benefit.

16 77. In *City of Oroville*, the Court requires a reviewing court to consider whether the inherent
17 dangers of the public improvement as deliberately designed, constructed, or maintained were the cause
18 of the property damage.

19 78. Electricity is a dangerous instrumentality that poses an inherent risk that requires the
20 exercise of increased care and precaution commensurate and proportionate to that increased danger so
21 as to make the transport of electricity through the Electrical Systems safe under all circumstances and
22 exigencies posed by the surrounding weather and vegetation to ensure maximum safety under all local
23 conditions in the service area, including the risk of fire.

24 79. EDISON deliberately designed and constructed its Electrical Systems to transport
25 electricity from its powerplant to substations through high-voltage transmission lines for the purpose of
26 providing electricity to the public. This includes EDISON's design and construction of its Electrical
27 Systems with system protection devices to trip and stop the flow of electricity should an electrical
28 overcurrent event occur. The inherent danger in electricity and EDISON's design and construction of its
Electrical Systems materialized in an arcing/electrical event that caused the Fire, which caused damage

1 to Plaintiffs' property.

2 80. The Court in *City of Oroville* articulates that "useful public improvements must
3 eventually be maintained and not merely designed and built. So, the inherent risk aspect of the inverse
4 condemnation inquiry is not limited to deliberate design or construct of public improvement. It also
5 encompasses risks from maintenance or continued upkeep of the public work." (7 Cal.5th 1091 at 1106).
6 EDISON has a responsibility to maintain and continuously upkeep its Electrical Systems to ensure safe
7 delivery of electricity to the public.

8 81. EDISON designed and constructed its Electrical Systems to transport electricity from its
9 powerplant to substations through high-voltage transmission lines for the purpose of providing electricity
10 to the public. Electricity is a dangerous instrumentality, and EDISON has a non-delegable duty to
11 perform inspection and maintenance on its Electrical Systems. The inherent danger in EDISON failing
12 to maintain, repair, and/or replace the structural integrity of its Electrical Systems, including the
13 transmission towers, materialized in an arcing/electrical event that caused the Fire, which damaged
14 Plaintiffs' property.

15 82. EDISON has a non-delegable duty to maintain and upkeep its Electrical Systems, so that
16 should an electrical overcurrent event occur, its power lines de-energize. The inherent danger in EDISON
17 failing to maintain and upkeep its Electrical Systems materialized in an arcing/electrical event, which
18 ignited the Fire that damaged Plaintiffs' property.

19 83. EDISON has a non-delegable duty to maintain and upkeep its Electrical Systems, which
20 includes vegetation management around its Electrical Systems. The inherent danger in EDISON failing
21 to maintain and continuously upkeep the surrounding vegetation around its Electrical Systems
22 materialized in an arcing/electrical event, which ignited ground vegetation, further starting the Fire that
23 damaged Plaintiffs' property.

24 84. In acting in furtherance of the public objective of supplying electricity as a direct,
25 necessary, and legal result of EDISON's Electrical Systems, as deliberately designed, constructed and
26 maintained, on or about January 7, 2025, the Electrical Systems, including the power lines and/or other
27 electrical equipment came in contact with vegetation and/or other live conductors, and/or broke, failed,
28 fell down, sparked, and/or exploded causing the Fire that tore through and burned through the

1 communities of Altadena and Pasadena in Los Angeles County and took, and did take, property owned
2 and/or occupied by Plaintiffs.

3 85. The injury to Plaintiffs' property was the inescapable and unavoidable consequence of
4 EDISON's Electrical Systems as deliberately designed, constructed, and maintained. This damage was
5 the necessary and probable result of EDISON's public improvement of supplying electricity.

6 86. EDISON has special knowledge and expertise above that of a layperson that is required
7 to perform safe structural integrity inspections and maintenance, and other safety inspections at, near,
8 and around its Electrical Systems. Specifically, EDISON performed inspection and maintenance, near
9 and upon the Electrical Systems near the Fire's general area of origin in the past and exercised dominion
10 and control over its Electrical Systems.

11 87. Plaintiffs have not been adequately compensated for this taking.

12 88. The policy justifications underlying inverse condemnation liability are that individual
13 property owners should not have to contribute disproportionately to the risks from public improvements
14 made to benefit the community as a whole. Under the rules and regulations set forth by the CPUC,
15 amounts that Defendants must pay in inverse condemnation can be included in their rates and spread
16 among the entire group of rate payers so long as they are otherwise acting as a reasonable and prudent
17 manager of their Electrical Systems.

18 89. The conduct described herein was a substantial factor in causing damage to a property
19 interest protected by Article I, § 19, of the California Constitution and permanently deprived Plaintiffs
20 of the use and enjoyment of their property. As a direct result of the "taking" of the property, Plaintiffs
21 sustained damaged in excess of the jurisdictional minimum of this Court. Pursuant to California Code of
22 Civil Procedure § 1036, Plaintiffs are entitled to recover all litigation costs, expenses, and interest with
23 regard to the compensation of damage to their property, including attorney's fees, expert fees, consulting
24 fees, and litigation costs.

25 **SECOND CAUSE OF ACTION**

26 **(Negligence Against all Defendants)**

27 90. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
28 contained above as though the same were set forth herein in full.

1 91. Defendants, and/or each of them, as owners/controllers of the Electrical Systems, were
2 under a duty codified in California Civil Code § 1714(a), which states, in pertinent part:

3 Everyone is responsible, not only for the result of his or her willful acts, but
4 also for an injury occasioned to another by his or her want of ordinary care
5 or skill in the management of his or her property or person, except so far as
6 the latter has, willfully or by want of ordinary care, brought the injury upon
7 himself or herself.

8 92. Defendants have a non-delegable duty to apply a level of care commensurate with and
9 proportionate to the danger of designing, engineering, constructing, operating, and maintaining electrical
10 transmission and distribution systems, inclusive of vegetation clearance around such facilities and to
11 remediate overloaded utility poles.

12 93. Defendants have a non-delegable duty of vigilant oversight in the design, construction,
13 maintenance, use, operation, repair, and inspection of their electrical infrastructure, including their
14 transmission and distribution systems, which are appropriate to the geographical and weather conditions
15 affecting such equipment.

16 94. Defendants, and each of them, have special knowledge and expertise far above that of a
17 layperson that they were required to apply to the safe design, engineering, construction, use, operation,
18 inspection, repair, and maintenance of these electrical facilities, including tree trimming, removal of
19 vegetation and remediating overloaded utility poles such that their electrical equipment will not cause
20 wildfires like the Eaton Fire.

21 95. The negligence of Defendants was a substantial factor in causing Plaintiffs' damages.

22 96. Defendants negligently breached those duties by, among other things:

- 23 a. Failing to conduct reasonably prompt, proper, and frequent inspections of
24 their electrical equipment and infrastructure, including transmission towers,
25 substations, distribution circuits, and overhead electric and communications
26 lines;
- 27 b. Failing to design, construct, monitor, and maintain their high voltage
28 transmission and distribution equipment and other electrical infrastructure
to withstand foreseeable wind events and avoid igniting and/or spreading

1 wildfires;

- 2 c. Failing to maintain and monitor high voltage transmission and distribution
3 equipment in known fire-prone areas to avoid igniting or spreading fires;
4 d. Failing to keep equipment in a safe condition at all times to prevent fires;
5 e. Failing to inspect vegetation within proximity to transmission and
6 distribution lines and other electrical equipment;
7 f. Failing to de-energize electrical equipment during known and foreseeable
8 fire-prone conditions;
9 g. Failing to maintain and/or remove decommissioned equipment that
10 remained in close proximity to highly energized equipment;
11 h. Failing to implement and follow regulations and reasonably prudent
12 practices to avoid igniting and/or spreading a fire;
13 i. Failing to monitor and/or maintain vegetation sufficient to mitigate the risk
14 of fire, including failure to clear vegetation within a 10-foot radius around
15 the perimeter of all utility poles and towers which support a switch, fuse,
16 transformer, lighting arrester, line junction, or dead end or corner pole as
17 required by Public Resource § 4292;
18 j. Failure to perform inspections of all overhead electric facilities as required
19 by GO 165; and,
20 k. Failing to properly investigate, screen, train and supervise employees and
21 agents responsible for maintenance and inspection of the overhead electric
22 and communications facilities, including tree trimming and vegetation
23 removal around such facilities.

24 97. At all times mentioned herein, Defendants failed to properly inspect and maintain
25 electrical infrastructure and equipment which they knew, given the then existing wind conditions, posed
26 a risk of harm to Los Angeles County, and Plaintiffs' property. Defendants were aware that if their
27 electrical equipment came in contact with vegetation, a fire would likely result and spread rapidly.
28 Defendants also knew that, given the then existing weather conditions, said fire was likely to pose a risk

1 of catastrophic property damage, personal injury, and/or death to the general public.

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

7 99. The potential harms to Plaintiffs' property from wildfires such as the Eaton Fire were
8 objectively foreseeable both in nature and in scope and were subjectively known to Defendants from the
9 history of wildfires caused by utility equipment.

10 100. On information and belief, these Defendants failed to properly inspect and maintain their
11 electric facilities and infrastructure in order to cut costs and prioritize profits, with the full knowledge
12 that any incident was likely to result in a wildfire that would burn and destroy real and personal property,
13 displace homeowners from their homes and disrupt businesses in the Fire area.

14 101. Defendants' negligence, including Defendants' negligence per se, was a substantial factor
15 in causing the Plaintiffs' damages.

16 102. Defendants' failure to comply with their duties of care proximately caused damage to
17 Plaintiffs.

18 103. As a direct and legal result of Defendants' negligence, Plaintiffs suffered and continue to
19 suffer damages including, but not limited to the following: property damages including real and personal
20 property; loss of and/or damage to natural resources, open space, wildlife, environmental assets, parks,
21 trails, and other lands; loss of and/or damage to infrastructure, facilities, and/or buildings, including but
22 not limited to roads, sidewalks, stormwater systems, sewer systems, reservoirs, dams, debris basins,
23 water distribution systems, flood-management systems, underground infrastructure, landfills, and other
24 infrastructure, facilities and/or buildings; costs of watershed, waterway, and water body management
25 and protection; damages related to water contamination including water quality preservation and
26 correction expenses and costs to repair and/or replace water treatment facilities or water systems; loss of
27 water storage; costs associated with debris removal and fire-related sedimentation; damage and harm to
28 facility and infrastructure lifespan; damages based on soil erosion and loss of soil stability and

1 productivity, including management of debris flow and landslide risks in and around the Eaton Fire
2 footprint and/or other damages associated with post-fire rain events and storms in and around the Eaton
3 Fire burn scar; loss of trees; loss of cultural and/or historical assets; loss of aesthetic value; ecosystem
4 services losses; fire suppression, rescue, and emergency medical response costs and damages including
5 but not limited to workers' compensation costs and the costs prescribed by California Health and Safety
6 Code § 13009 and § 13009.1; costs for restoration and rehabilitation of land, and other ecological and/or
7 environmental damages allowable under Health and Safety Code § 13009.2 or any other basis;
8 emergency response costs, including administration, funding, and operation of emergency operation
9 centers and evacuation shelters, securing and managing burn areas for safe re-entry to the public, and
10 other law enforcement costs; costs of administering/facilitating community rebuilding efforts; costs
11 associated with staffing and administration of disaster assistance centers and other fire recovery centers
12 and/or operations; costs of administering community outreach; staff overtime, labor costs, personnel
13 costs including workers' compensation costs, material and/or equipment costs; loss of tax revenues,
14 including but not limited to property, sales, and transient occupancy taxes; loss of recreational revenues
15 and/or opportunities, and/or other sources of revenue for Plaintiffs; losses from impacts on business-like
16 and/or proprietary activities such as facility rentals, educational and recreational programs and others;
17 loss of workforce housing; damages associated with tourism and economic development; damages
18 resulting from public health impacts, including costs to provide educational, outreach, and other services;
19 and other significant damages and losses unique to public entities.

20 104. The Eaton Fire destroyed and/or significantly damaged numerous COUNTY landmarks
21 and other COUNTY, FLOOD CONTROL DISTRICT, AND CFPD LA property, including but not
22 limited to: the Eaton Canyon Natural Area, including the McCurdy Nature Center, outdoor classroom,
23 trash enclosure, picnic shelter, and other property located within the Eaton Canyon Natural Area;
24 Farnsworth Park, including the historic Davies Community Center, comfort stations, regional offices,
25 playground, amphitheater, picnic shelter, horseshoe arbors, and other property located within Farnsworth
26 Park; Loma Alta Park, including playgrounds, garden building, storage building, community pool and
27 other property located within Loma Alta Park; the Altadena Golf Course Clubhouse and other property
28 located at the Altadena Golf Course; Charles White Park; Altadena Triangle Park; the Altadena Senior

1 Center; various debris basins, dams, and reservoirs including the Eaton Wash Dam and Rubio Wash
2 Debris Basin located in Altadena; and fire apparatuses and other fire suppression and/or emergency
3 response equipment, among other property owned and/or operated by Plaintiffs.

4 105. As a further direct and legal result of the Defendants' actions and/or omissions, Plaintiffs
5 have incurred and will continue to incur expenses and other damages related to the damage to property,
6 including costs relating to storage, clean-up, disposal, repair, depreciation, and/or replacement of their
7 property, and/or other related consequential damages.

8 106. Defendants were and are in a special relationship to Plaintiffs. As a supplier of electrical
9 power to the Plaintiffs, EDISON's operation of its electrical equipment was intended to and did directly
10 affect Plaintiffs. EDISON is the primary electric public utility that provides electric power to Los
11 Angeles County. As a result, it was foreseeable that a massive wildfire could ignite as a result of its
12 design, construction, operation, and maintenance of its electrical equipment within its utility that would
13 destroy Plaintiffs' property and displace thousands of Los Angeles County residents.

14 107. Public policy supports finding a duty of care in this circumstance due to Defendants'
15 violation of California Civil Code §§ 3479, 3480, Public Utilities Code § 2106, and Health and Safety
16 Code § 13007.

17 108. Further, the conduct alleged herein was despicable and subjected Plaintiffs to cruel and
18 unjust hardship in conscious disregard of Plaintiffs' rights, constituting oppression, for which Defendants
19 must be punished by punitive and exemplary damages in an amount according to proof. Defendants'
20 conduct evidences a conscious disregard for the safety of others, including Plaintiffs. Defendants'
21 conduct was and is despicable conduct and constitutes malice and defined by California Civil Code §
22 3294. An officer, director, or managing agent of Defendants personally committed, authorized, and/or
23 ratified the despicable conduct alleged herein. Plaintiffs thus seek punitive damages in an amount
24 sufficient to punish Defendants' long history of prioritizing profits over safety and to deter such conduct
25 in the future.

26 **THIRD CAUSE OF ACTION**

27 **(Trespass against all Defendants)**

28 109. Plaintiffs hereby re-allege and incorporate by reference each and every allegation

1 contained above as though the same were set forth herein in full.

2 110. On January 7, 2025, Plaintiffs were the owners, tenants, and/or lawful occupiers of real
3 property in the area of the Eaton Fire.

4 111. Defendants had a duty to use reasonable care not to enter, intrude on, or invade Plaintiffs'
5 real properties. Defendants negligently and/or recklessly allowed the Eaton Fire to ignite and/or spread
6 out of control, causing harm, damage, and/or injury to Plaintiffs' property interests. The spread of a
7 negligently caused fire to wrongfully occupy land of another constitutes a trespass.

8 112. Plaintiffs did not grant permission to Defendants to cause the Eaton Fire to enter Plaintiffs'
9 properties.

10 113. As a direct, proximate, and substantial cause of the trespass, Plaintiffs have suffered, and
11 will continue to suffer, damages including, but not limited to the following: property damages including
12 real and personal property; loss of and/or damage to natural resources, open space, wildlife,
13 environmental assets, parks, trails, and other lands; loss of and/or damage to infrastructure, facilities,
14 and/or buildings, including but not limited to roads, sidewalks, stormwater systems, sewer systems,
15 reservoirs, dams, debris basins, water distribution systems, flood-management systems, underground
16 infrastructure, landfills, and other infrastructure, facilities, and/or buildings; costs of watershed,
17 waterway, and water body management and protection; damages related to water contamination
18 including water quality preservation and correction expenses and costs to repair and/or replace water
19 treatment facilities or water systems; loss of water storage; costs associated with debris removal and fire-
20 related sedimentation; damage and harm to facility and infrastructure lifespan; damages based on soil
21 erosion and loss of soil stability and productivity, including management of debris flow and landslide
22 risks in and around the Eaton Fire footprint and/or other damages associated with post-fire rain events
23 and storms in and around the Eaton Fire burn scar; loss of trees; loss of cultural and/or historical assets;
24 loss of aesthetic value; ecosystem services losses; fire suppression, rescue, and emergency medical
25 response costs and damages including but not limited to workers' compensation costs and the costs
26 prescribed by California Health and Safety Code § 13009 and § 13009.1; costs for restoration and
27 rehabilitation of land, and other ecological and environmental damages allowable under Health and
28 Safety Code § 13009.2 or any other basis; emergency response costs, including administration, funding,

1 and operation of emergency operation centers and evacuation shelters, securing and managing burn areas
2 for safe re-entry to the public, and other law enforcement costs; costs of administering/facilitating
3 community rebuilding efforts; costs associated with staffing and administration of disaster assistance
4 centers and other fire recovery centers and/or operations; costs of administering community outreach;
5 staff overtime, labor costs, personnel costs including workers' compensation costs, material and/or
6 equipment costs; loss of tax revenues, including but not limited to property, sales, and transient
7 occupancy taxes; loss of recreational revenues and/or opportunities, and/or other sources of revenue for
8 Plaintiffs; losses from impacts on business-like and/or proprietary activities such as facility rentals,
9 educational and recreational programs and others; loss of workforce housing; damages associated with
10 tourism and economic development; damages resulting from public health impacts, including costs to
11 provide educational, outreach, and other services; and other significant damages and losses unique to
12 public entities.

13 114. The Eaton Fire destroyed and/or significantly damaged numerous COUNTY landmarks
14 and other COUNTY, FLOOD CONTROL DISTRICT, and CFPD LA property, including but not limited
15 to: the Eaton Canyon Natural Area, including the McCurdy Nature Center, outdoor classroom, trash
16 enclosure, picnic shelter, and other property located within the Eaton Canyon Natural Area; Farnsworth
17 Park, including the historic Davies Community Center, comfort stations, regional offices, playground,
18 amphitheater, picnic shelter, horseshoe arbors, and other property located within Farnsworth Park; Loma
19 Alta Park, including playgrounds, garden building, storage building, community pool and other property
20 located within Loma Alta Park; the Altadena Golf Course Clubhouse and other property located at the
21 Altadena Golf Course; Charles White Park; Altadena Triangle Park; the Altadena Senior Center; various
22 debris basins, dams, and reservoirs including the Eaton Wash Dam and Rubio Wash Debris Basin located
23 in Altadena; and fire apparatuses and other emergency response equipment, among other property owned
24 and/or operated by Los Angeles County.

25 115. Further, the conduct alleged against Defendants in this complaint was despicable and
26 subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
27 oppression, for which Defendants must be punished by punitive and exemplary damages in an amount
28 according to proof. Defendants' conduct was carried on with a willful and conscious disregard of the

1 rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by punitive
2 and exemplary damages according to proof. An officer, director, or managing agent of EDISON
3 personally committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this
4 complaint.

5 **FOURTH CAUSE OF ACTION**

6 **(Nuisance against all Defendants)**

7 116. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
8 contained above as though the same were set forth herein in full.

9 117. On January 7, 2025, Plaintiffs were the owners, tenants, and/or lawful occupiers of real
10 property in the area of the Eaton Fire. Plaintiffs had a right to occupy, enjoy, and/or use County property
11 without interference by Defendants.

12 118. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act created
13 a condition and/or permitted a condition to exist that was harmful to health; offensive to the senses; an
14 obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life and
15 property; unlawfully obstructed the free passage or use, in the customary manner, of public streets and
16 highways; and a completely predictable fire hazard.

17 119. At no time did Plaintiffs consent, expressly or impliedly, to Defendants' actions and
18 inactions in creating these conditions.

19 120. As a further direct and legal result of the conducts of Defendants, Plaintiffs have suffered
20 and will continue to be harmed by the interference with Plaintiffs' occupancy, possession, use, and/or
21 enjoyment of their property as alleged above.

22 121. An ordinary person would be reasonably annoyed and disturbed by Defendants' actions
23 and inactions in creating these conditions.

24 122. The conduct of Defendants was unreasonable and the seriousness of the harm to the
25 public, including Plaintiffs, outweighs the social utility of Defendants' conduct.

26 123. As a direct and proximate result of the conduct of Defendants, which was a substantial
27 factor in causing Plaintiffs to suffer unique economic, and non-economic damages, including but not
28 limited to the following: property damages including real and personal property including; loss of and/or

1 damage to natural resources, open space, wildlife, environmental assets, parks, trails, and other County
2 lands; loss of and/or damage to infrastructure, facilities, and/or buildings, including but not limited to
3 roads, sidewalks, stormwater systems, sewer systems, reservoirs, dams, debris basins, water distribution
4 systems, flood-management systems, underground infrastructure, landfills, and other infrastructure,
5 facilities and/or buildings; costs of watershed, waterway, and water body management and protection;
6 damages related to water contamination including water quality preservation and correction expenses
7 and costs to repair and/or replace water treatment facilities or water systems; loss of water storage; costs
8 associated with debris removal and fire-related sedimentation; damage and harm to facility and
9 infrastructure lifespan; damages based on soil erosion and loss of soil stability and productivity,
10 including management of debris flow and landslide risks in and around the Eaton Fire footprint and/or
11 other damages associated with post-fire rain events and storms in and around the Eaton Fire burn scar;
12 loss of trees; loss of cultural and/or historical assets; loss of aesthetic value; ecosystem services losses;
13 fire suppression, rescue, and emergency medical response costs and damages including but not limited
14 to workers' compensation costs and the costs prescribed by California Health and Safety Code § 13009
15 and § 13009.1; costs for restoration and rehabilitation of land, and other ecological and/or environmental
16 damages allowable under Health and Safety Code § 13009.2 or any other basis; emergency response
17 costs, including administration, funding, and operation of emergency operation centers and evacuation
18 shelters, securing and managing burn areas for safe re-entry to the public, and other law enforcement
19 costs; costs of administering/facilitating community rebuilding efforts; costs associated with staffing and
20 administration of disaster assistance centers and other fire recovery centers and/or operations; costs of
21 administering community outreach; staff overtime, labor costs, personnel costs including workers'
22 compensation costs, material and/or equipment costs; loss of tax revenues, including but not limited to
23 property, sales, and transient occupancy taxes; loss of recreational revenues and/or opportunities, and/or
24 other sources of revenue for Plaintiffs; losses from impacts on business-like and/or proprietary activities
25 such as facility rentals, educational and recreational programs and others; loss of workforce housing;
26 damages associated with tourism and economic development; damages resulting from public health
27 impacts, including costs to provide educational, outreach, and other services; and other significant
28 damages and losses unique to public entities.

1 128. Defendants, and/or each of them, acted wantonly, unlawfully, carelessly, recklessly, and
2 negligently in failing to properly inspect, manage, maintain, and/or control the real property and
3 easement(s), including vegetation surrounding its electrical infrastructure, allowing an unsafe condition
4 presenting a foreseeable risk of fire danger to exist on said property.

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

7 130. Plaintiffs suffered injuries and damages including but not limited to the following:
8 property damages including real and personal property; loss of and/or damage to natural resources, open
9 space, wildlife, environmental assets, parks, trails, and other lands; loss of and/or damage to
10 infrastructure, facilities, and/or buildings including but not limited to roads, sidewalks, stormwater
11 systems, sewer systems, reservoirs, dams, debris basins, water distribution systems, flood-management
12 systems, underground infrastructure, landfills, and other infrastructure, facilities, and/or buildings; costs
13 of watershed, waterway, and water body management and protection; damages related to water
14 contamination including water quality preservation and correction expenses and costs to repair and/or
15 replace water treatment facilities or water systems; loss of water storage; costs associated with debris
16 removal and fire-related sedimentation; damage and harm to facility and infrastructure lifespan; damages
17 based on soil erosion and loss of soil stability and productivity, including management of debris flow
18 and landslide risks in and around the Eaton Fire footprint and/or other damages associated with post-fire
19 rain events and storms in and around the Eaton Fire burn scar; loss of trees; loss of cultural and/or
20 historical assets; loss of aesthetic value; ecosystem services losses; fire suppression, rescue, and
21 emergency medical response costs and damages including but not limited to workers' compensation
22 costs and the costs prescribed by California Health and Safety Code § 13009 and § 13009.1; costs for
23 restoration and rehabilitation of land, and other ecological and/or environmental damages allowable
24 under Health and Safety Code § 13009.2 or any other basis; emergency response costs, including
25 administration, funding, and operation of emergency operation centers and evacuation shelters, securing
26 and managing burn areas for safe re-entry to the public, and other law enforcement costs; costs of
27 administering/facilitating community rebuilding efforts; costs associated with staffing and
28 administration of disaster assistance centers and other fire recovery centers and/or operations; costs of

1 administering community outreach; staff overtime, labor costs, personnel costs including workers’
2 compensation costs, material and/or equipment costs; loss of tax revenues, including but not limited to
3 property, sales, and transient occupancy taxes; loss of recreational revenues and/or opportunities, and/or
4 other sources of revenue for Plaintiffs; losses from impacts on business-like and/or proprietary activities
5 such as facility rentals, educational and recreational programs and others; loss of workforce housing;
6 damages associated with tourism and economic development; damages resulting from public health
7 impacts, including costs to provide educational, outreach, and other services; and other significant
8 damages and losses unique to public entities.

9 131. The Eaton Fire destroyed and/or significantly damaged numerous COUNTY landmarks
10 and other COUNTY, FLOOD CONTROL DISTRICT, and CFPD LA property, including but not limited
11 to: the Eaton Canyon Natural Area, including the McCurdy Nature Center, outdoor classroom, trash
12 enclosure, picnic shelter, and other property located within the Eaton Canyon Natural Area; Farnsworth
13 Park, including the historic Davies Community Center, comfort stations, regional offices, playground,
14 amphitheater, picnic shelter, horseshoe arbors, and other property located within Farnsworth Park; Loma
15 Alta Park, including playgrounds, garden building, storage building, community pool and other property
16 located within Loma Alta Park; the Altadena Golf Course Clubhouse and other property located at the
17 Altadena Golf Course; Charles White Park; Altadena Triangle Park; the Altadena Senior Center; various
18 debris basins, dams, and reservoirs including the Eaton Wash Dam and Rubio Wash Debris Basin located
19 in Altadena; and fire apparatuses and other fire suppression and/or emergency response equipment,
20 among other properties owned and/or operated by Plaintiffs.

21 132. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
22 and/or each of them, Plaintiffs seek the recovery of punitive and exemplary damages against Defendants.

23 **SIXTH CAUSE OF ACTION**

24 **(Violation of Public Utilities Code § 2106 against all Defendants)**

25 133. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
26 contained above as though the same were set forth herein in full.

27 134. SCE was on January 7, 2025, and is, a “public utility” for purposes of the Public Utilities
28 Code. SCE was, therefore, required to comply with the Public Utilities Act.

1 135. Prior to and on January 7, 2025, Defendants were legally required to comply and obey
2 with every order, decision, direction, rule, and/or order promulgated by the CPUC pursuant to Public
3 Utilities Code § 702.

4 136. A public utility whose failure to perform or inadequate performance of duties required by
5 the California Constitution, a law of the State, or a regulation or order of the CPUC, which leads to the
6 loss or injury, is liable for that loss or injury, pursuant to Public Utilities Code § 2106.

7 137. As public utilities, Defendants are required to provide, maintain, and service equipment
8 and facilities in a manner adequate to maintain the safety, health, and convenience of their customers
9 and the public, pursuant to Public Utilities Code § 451.

10 138. Defendants are required to design, engineer, construct, operate and maintain electrical
11 infrastructure in a manner consonant with their use, taking into consideration local geographic and
12 weather conditions and other circumstances, so as to provide safe and adequate electric service, pursuant
13 to Public Utility Commission General Order 95, Rule 33.1 and General Order 165.

14 139. Defendants are required to maintain vegetation in compliance with California Public
15 Resources Code §§ 4293, 4894, 4435 and Health and Safety Code § 13001.

16 140. The violation of a legislative enactment or administrative regulation which defines a
17 minimum standard of conduct is unreasonable per se.

18 141. Defendants failed to furnish and maintain adequate, just, and reasonable service,
19 instrumentalities, equipment, and facilities as are necessary to promote the safety, health, comfort, and
20 convenience of SCE's customers and the residents of Los Angeles County, as required by Public Utilities
21 Code § 451.

22 142. Defendants failed to comply with the requirements for its overhead line design,
23 construction, and maintenance, the application of which ensures safe and adequate service to the public
24 as required by GO 95, which sets forth the standards regarding the design, inspection, maintenance, and
25 operation of overhead conductors.

26 143. Defendants also failed to comply with the requirements for electric distribution and
27 transmission facilities prescribed by GO 165, by not conducting adequate inspections of its facilities or
28 keeping accurate records of work performed by its employees and/or third-party contractors.

1 144. Defendants similarly failed to comply with its own wildfire mitigation plan, which it filed
2 with the CPUC as part of its reporting obligations under CPUC General Order 166.

3 145. Through their omissions, commissions, and conduct alleged herein, Defendants violated
4 Public Utilities Code § 702 and/or 451, and/or GO 95 and/or GO 165, thereby making them liable for
5 losses, damages, and injuries sustained by Plaintiffs pursuant to Public Utilities Code § 2106.

6 146. Defendants' failure to comply with applicable provisions of the Public Utilities Act and
7 with applicable CPUC orders and rules, including its own wildfire mitigation plan, was a substantial
8 factor in causing Plaintiffs to suffer damages, including but not limited to the following: property
9 damages including real and personal property; loss of and/or damage to natural resources, open space,
10 wildlife, environmental assets, parks, trails, and other lands; loss of and/or damage to infrastructure,
11 facilities and/or buildings including but not limited to roads, sidewalks, stormwater systems, sewer
12 systems, reservoirs, dams, debris basins, water distribution systems, flood-management systems,
13 underground infrastructure, landfills, and other infrastructure, facilities and/or buildings; costs of
14 watershed, waterway, and water body management and protection; damages related to water
15 contamination including water quality preservation and correction expenses and costs to repair and/or
16 replace water treatment facilities or water systems; loss of water storage; costs associated with debris
17 removal and fire-related sedimentation; damage and harm to facility and infrastructure lifespan; damages
18 based on soil erosion and loss of soil stability and productivity, including management of debris flow
19 and landslide risks in and around the Eaton Fire footprint and/or other damages associated with post-fire
20 rain events and storms in and around the Eaton Fire burn scar; loss of trees; loss of cultural and/or
21 historical assets; loss of aesthetic value; ecosystem services losses; fire suppression, rescue, and
22 emergency medical response costs and damages including but not limited to workers' compensation
23 costs and the costs prescribed by California Health and Safety Code § 13009 and § 13009.1; costs for
24 restoration and rehabilitation of land, and other ecological and/or environmental damages allowable
25 under Health and Safety Code § 13009.2 or any other basis; emergency response costs, including
26 administration, funding, and operation of emergency operation centers and evacuation shelters, securing
27 and managing burn areas for safe re-entry to the public, and other law enforcement costs; costs of
28 administering/facilitating community rebuilding efforts; costs associated with staffing and

1 administration of disaster assistance centers and other fire recovery centers and/or operations; costs of
2 administering community outreach; staff overtime, labor costs, personnel costs including workers'
3 compensation costs, material and/or equipment costs; loss of tax revenues, including but not limited to
4 property, sales, and transient occupancy taxes; loss of recreational revenues and/or opportunities, and/or
5 other sources of revenue for Plaintiffs; losses from impacts on business-like and/or proprietary activities
6 such as facility rentals, educational and recreational programs and others; loss of workforce housing;
7 damages associated with tourism and economic development; damages resulting from public health
8 impacts, including costs to provide educational, outreach, and other services; and other significant
9 damages and losses unique to public entities.

10 147. The Eaton Fire destroyed and/or significantly damaged numerous COUNTY landmarks
11 and other COUNTY, FLOOD CONTROL DISTRICT, and CFPD LA property, including but not limited
12 to: the Eaton Canyon Natural Area, including the McCurdy Nature Center, outdoor classroom, trash
13 enclosure, picnic shelter, and other property located within the Eaton Canyon Natural Area; Farnsworth
14 Park, including the historic Davies Community Center, comfort stations, regional offices, playground,
15 amphitheater, picnic shelter, horseshoe arbors, and other property located within Farnsworth Park; Loma
16 Alta Park, including playgrounds, garden building, storage building, community pool and other property
17 located within Loma Alta Park; the Altadena Golf Course Clubhouse and other property located at the
18 Altadena Golf Course; Charles White Park; Altadena Triangle Park; the Altadena Senior Center; various
19 debris basins, dams, and reservoirs including the Eaton Wash Dam and Rubio Wash Debris Basin located
20 in Altadena; and fire apparatuses and other fire suppression and/or emergency response equipment,
21 among other property owned and/or operated by Plaintiffs.

22 148. Further, the conduct alleged against Defendants in this complaint was despicable and
23 subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
24 oppression, for which Defendants must be punished by punitive and exemplary damages in an amount
25 according to proof. Defendants' conduct was carried on with a willful and conscious disregard of the
26 rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by punitive
27 and exemplary damages according to proof. An officer, director, or managing agent of EDISON
28 personally committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this

1 complaint.

2 **SEVENTH CAUSE OF ACTION**

3 **(Violation of Health and Safety Code § 13007 against all Defendants)**

4 149. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
5 contained above as though the same were set forth herein in full.

6 150. Defendants negligently, recklessly, and/or in violation of law, allowed the Eaton Fire to
7 be set and allowed the Eaton Fire to escape to Plaintiffs' properties.

8 151. Defendants' negligent, reckless, and/or illegal actions and inactions in allowing the Eaton
9 Fire to be set and escape to Plaintiffs' properties was a substantial factor in causing Plaintiffs to suffer
10 damages to property and continue to suffer the injuries and damages described herein.

11 152. As a direct and legal result of Defendants' violation of California Health and Safety Code
12 § 13007, Plaintiffs suffered recoverable damages to property under California Health and Safety Code §
13 13007.

14 153. As a further direct and legal result of the violation of California Health and Safety Code
15 § 13007 by Defendants, Plaintiffs suffered damages that are entitled to reasonable attorney's fees under
16 California Code of Civil Procedure § 1021.9 for the prosecution of this cause of action.

17 154. Further, the conduct alleged against Defendants in this complaint was despicable and
18 subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
19 oppression, for which Defendants must be punished by punitive and exemplary damages in an amount
20 according to proof. Defendants' conduct was carried on with a willful and conscious disregard of the
21 rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by punitive
22 and exemplary damages according to proof. An officer, director, or managing agent of EDISON
23 personally committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this
24 complaint.

25 **EIGHTH CAUSE OF ACTION**

26 **(Violation of Health and Safety Code § 13009 et seq., against all Defendants)**

27 155. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
28 contained above as though the same were set forth herein in full.

1 156. By engaging in the acts and omissions alleged in this Complaint, Defendants, and each
2 of them, willfully, negligently, and in violation of law, set fire to and/or allowed fire to be set to the
3 property of another in violation of Health and Safety Code § 13009 et seq.

4 157. As a legal result of Defendants' violation of Health and Safety Code § 13009 et seq.,
5 Plaintiffs suffered recoverable damages, including but not limited to damages under § 13009 and §
6 13009.1, for fire suppression costs and costs for rescue and/or emergency medical services.

7 158. As a legal result of Defendants' violation of Health and Safety Code § 13009, Plaintiffs
8 suffered recoverable damages, including recovery of costs for restoration and rehabilitation of land, and
9 other ecological and/or environmental damages allowable under Health and Safety Code § 13009.2.

10 159. As a further legal result of the violation of Health and Safety Code § 13009 by
11 Defendants, Plaintiffs suffered damages that entitles them to reasonable attorney's fees under Code of
12 Civil Procedure § 1021.9 for the prosecution of this cause of action.

13 160. Further, the conduct alleged against Defendant in this complaint was despicable and
14 subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
15 oppression, for which Defendants must be punished by punitive and exemplary damages in an amount
16 according to proof. Defendants' conduct was carried on with a willful and conscious disregard of the
17 rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by punitive
18 and exemplary damages according to proof. An officer, director, or managing agent of EDISON
19 personally committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this
20 complaint.

21 **PRAYER FOR RELIEF**

22 Plaintiffs seek the following damages in an amount according to proof at the time of trial:

23 **For Inverse Condemnation**

- 24 i. Economic damages and just compensation for the taking of property;
25 ii. Damages for diminution in value of real and/or personal property;
26 iii. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
27 personal and/or real property;
28 iv. Loss of use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or

1 personal property;

2 v. Loss of revenues (including but not limited to tax revenues such as property,
3 sales, business, and transient occupancy taxes), business-like or proprietary
4 revenues (such as airport use, facility rentals, educational and recreational
5 programs);

6 vi. Staff labor, including overtime, personnel costs including workers'
7 compensation costs, material and/or equipment costs;

8 vii. Loss of workforce housing;

9 viii. Damage to name and reputation; damage to tourism and economic
10 development;

11 ix. Loss of earning capacity, and/or related expenses;

12 x. Damages for increased operating expenses;

13 xi. Any and all relief compensation, or measure of damages available to
14 Plaintiffs by law based on the injuries and damages suffered by the Plaintiffs;

15 xii. Prejudgment interest according to proof;

16 xiii. All costs of suit, including attorneys' fees, expert fees, and related fees and/or
17 costs;

18 xiv. Such other and further relief as the Court shall deem proper, all according to
19 proof.

20 **For Negligence, Trespass, Nuisance, Premises Liability, Violation of Public Utilities Code § 2106,**
21 **Violation of Health and Safety Code § 13007, and Violation of Health and Safety Code § 13009 et.**
22 **seq.:**

22 xv. General and/or special damages according to proof, including damage to
23 property (real and personal);

24 xvi. Repair, diminution in value, and/or replacement of damaged, destroyed,
25 and/or lost personal and/or real property;

26 xvii. Loss of use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
27 personal property;

28 xviii. Property damages including real and personal property including;

- 1 xix. Loss of and/or damage to natural resources, open space, wildlife,
2 environmental assets, parks, trails, and other County lands;
- 3 xx. Damage to infrastructure, facilities, and/or buildings, including but not
4 limited to roads, sidewalks, stormwater systems, sewer systems, reservoirs,
5 dams, debris basins, water distribution systems, flood-management systems,
6 underground infrastructure, landfills, and other infrastructure, facilities, or
7 buildings;
- 8 xxi. Costs of watershed, waterway, and water body management and protection;
- 9 xxii. Damages related to water contamination including water quality preservation
10 and correction expenses and costs to repair and/or replace water treatment
11 facilities or water systems;
- 12 xxiii. Loss of water storage; costs associated with debris removal and fire-related
13 sedimentation;
- 14 xxiv. Damage and harm to facility and infrastructure lifespan;
- 15 xxv. Damages based on soil erosion and loss of soil stability and productivity,
16 including management of debris flow and landslide risks and/or flood control
17 in and around the Eaton Fire footprint and/or other damages associated with
18 post-fire rain events and storms in and around the Eaton Fire burn scar;
- 19 xxvi. Loss of cultural and/or historical assets; loss of aesthetic value; ecosystem
20 services losses;
- 21 xxvii. Costs for restoration and rehabilitation of land, and other ecological and/or
22 environmental damages allowable under Health and Safety Code § 13009.2;
- 23 xxviii. Fire suppression, rescue, and emergency medical response costs and damages
24 including but not limited to workers' compensation costs and the costs
25 prescribed by California Health and Safety Code §§ 13009 and 13009.1;
- 26 xxix. Emergency response costs, including administration, funding, and operation
27 of emergency operation centers and evacuation shelters, securing and
28 managing burn areas for safe re-entry to the public, and other law

1 enforcement costs;

2 xxx. Costs associated with staffing and administration of disaster assistance
3 centers and other fire recovery centers and/or operations and/or community
4 outreach and/or administration and/or facilitation of rebuilding efforts;

5 xxxi. Staff labor, including overtime, personnel costs including workers'
6 compensation costs, material and/or equipment costs;

7 xxxii. Loss of revenue (including but not limited to tax revenues such as property,
8 sales, business, and transient occupancy taxes, recreational revenues and/or
9 opportunities and/or other revenue sources for Plaintiffs);

10 xxxiii. Loss of business-like or proprietary revenues (such as airport use, facility
11 rentals, educational and recreational programs);

12 xxxiv. Damage to name and reputation;

13 xxxv. Loss of earning capacity and/or related expenses;

14 xxxvi. Loss of workforce housing;

15 xxxvii. Damages associated with tourism and economic development;

16 xxxviii. Damages resulting from public health impacts, including costs to provide
17 educational, outreach, and other services;

18 xxxix. An order enjoining continued violation of: (a) Public Resources Code §§
19 4292, 4293, and 4295; (b) Public Utilities Code § 451; (c) California Public
20 Utilities Commission General Order 95, Rules 31.1-31.5, 35, 38, 43, 43.2,
21 44.1-44.4, 48-48.1; and (d) California Public Utilities Commission General
22 Order 165;

23 xl. An order to abate the existing and continuing nuisances caused by the Eaton
24 Fire;

25 xli. Damages and injuries to trees and other vegetation;

26 xlii. Punitive/exemplary damages;

27 xliii. Punitive and Exemplary damages in an amount according to proof as allowed
28 under Civil Code § 3294;

1 Dated: March 5, 2025

By: /s/ Victoria Sherlin
BARON & BUDD, P.C.
John P. Fiske (SBN 249256)
Victoria E. Sherlin (SBN 312337)
Taylor A. O’Neal (SBN 336077)
11440 West Bernardo Court, Suite 265
San Diego, CA 92127
Email: fiske@baronbudd.com
tsherlin@baronbudd.com
toneal@baronbudd.com

8 Dated: March 5, 2025

By: /s/ Ed Diab
DIAB CHAMBERS LLP
Ed Diab (SBN 262319)
Robert J. Chambers II (SBN 244688)
Kristen Barton (SBN 303228)
10089 Willow Creek Road, Suite 200
San Diego, CA 92131
Email: ed@dcfirm.com
rob@dcfirm.com
kbaron@dcfirm.com

*Attorneys for Plaintiffs County of Los Angeles,
Los Angeles County Flood Control District, and
Consolidated Fire Protection District of Los Angeles
County*