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

17 PEARL SCROGGINS, an individual; ERYCA )  
18 STRONG, an individual; ERYCA STRONG, as )  
19 Guardian Ad litem for VICTOR STRONG, JR., a )  
20 minor; ERYCA STRONG, as Guardian Ad Litem )  
21 for VICTORIA STRONG, a minor; VICTOR )  
22 STRONG, an individual; ADII AL-CANTANTI, )  
23 an individual; and JON HE, an individual, )

24 Plaintiffs, )

25 vs. )

26 SOUTHERN CALIFORNIA EDISON )  
27 COMPANY; EDISON INTERNATIONAL; and )  
28 DOES 1 Through 200, INCLUSIVE, )

Defendants. )

Case No.: **25STCV01679**

**COMPLAINT FOR DAMAGES**

- 1. INVERSE CONDEMNATION;**
- 2. TRESPASS;**
- 3. PRIVATE NUISANCE;**
- 4. PUBLIC NUISANCE;**
- 5. PUBLIC UTILITIES CODE § 2106;**
- 6. HEALTH & SAFETY CODE § 13007;**
- 7. NEGLIGENCE;**
- 8. PREMISES LIABILITY**
- 9. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

**JURY TRIAL DEMANDED**  
**UNLIMITED CIVIL CASE**

**JUDGE:**

**DEPARTMENT:**

1 Through this Complaint, Plaintiffs PEARL SCROGGINS, an individual; ERYCA STRONG, an  
2 individual; ERYCA STRONG, as Guardian Ad litem for VICTOR STRONG, JR., a minor; ERYCA  
3 STRONG, as Guardian Ad Litem for VICTORIA STRONG, a minor; VICTOR STRONG, an  
4 individual; ADII AL-CANTANTI, an individual; and JON HE, an individual, bring the following  
5 lawsuit against Defendants SOUTHERN CALIFORNIA EDISON COMPANY, EDISON  
6 INTERNATIONAL, and DOES 1-200:

7 **I.**

8 **INTRODUCTION**

9 1. This Complaint arises from a wildfire caused by Defendant SOUTHERN CALIFORNIA  
10 EDISON COMPANY’s electric powerlines in Los Angeles County in California on January 7, 2025 —  
11 a wildfire now called the “Eaton Fire.”

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

21 3. The Eaton Fire is currently ongoing and spreading rapidly. As of January 15, 2025, the  
22 Eaton Fire has already burned approximately 14,117 acres, threatened over 39,428 structures, destroyed  
23 at least 4,627 structures, damaged at least 486 structures, killed at least sixteen (16) civilians, injured at  
24 least six (6) firefighters, is only 45% contained, and is catastrophically impacting the local community.<sup>1</sup>

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26  
27 <sup>1</sup> CAL Fire, Eaton Fire: Incident Update (Jan. 15, 2025, 7:29 AM),  
28 <https://www.fire.ca.gov/incidents/2025/1/7/eaton-fire/updates/8487ae2d-63ac-4a8d-93f9-948ded434526>.

1 4. Plaintiffs are individuals who suffered property damages, economic losses and/or  
2 personal injuries as a result of the Eaton Fire.

3 5. Plaintiffs sue SOUTHERN CALIFORNIA EDISON COMPANY, EDISON  
4 INTERNATIONAL, and DOES 1-200 for just compensation, damages, and all other available remedies.

5 **II.**

6 **JURISDICTION AND VENUE**

7 6. The Los Angeles County Superior Court has subject-matter jurisdiction over this  
8 unlimited civil case because the Eaton Fire and the damages it caused occurred within Los Angeles  
9 County. Defendant Southern California Edison Company is a subsidiary of Edison International, is  
10 headquartered in Los Angeles County, and conducts a substantial amount of business within its borders,  
11 such that the Court's exercise of personal jurisdiction over Defendants is consistent with the traditional  
12 notions of fair play and substantial justice. The amount in controversy exceeds the jurisdiction minimum  
13 of this Court.

14 7. THIS CAUSE IS NOT REMOVABLE. This action involves claims against at least one  
15 Defendant that is a California citizen, thus it is not removable. "[An] action shall be removable only if  
16 none of the parties in interest properly joined and served as defendants is a citizen of the State in which  
17 such action is brought." (28 U.S.C. § 1441(b)). Further, Plaintiffs affirmatively disclaim any damages or  
18 action arising under the constitution, treaties, or laws of the United States (including any claim arising  
19 from an act or omission on a federal enclave, or of any officer of the United States or any agency or  
20 person acting under him or her occurring under color of such office). No claim of admiralty or maritime  
21 law is raised. Plaintiffs are not asserting any claims against any foreign state or agency.

22 8. Pursuant to C.C.P. § 395, venue is proper in Los Angeles County because Defendants, at  
23 all times relevant to this Complaint, maintained its principal place of business at 2244 Walnut Grove  
24 Ave., Rosemead, County of Los Angeles, California.

25 9. Plaintiffs do not propose to try their cases jointly with plaintiffs in cases other than this  
26 one, and expressly disavow any intent to try the monetary relief claims of 100 or more persons jointly.

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28 ///

**III.**  
**PARTIES**

**A. Plaintiffs**

10. Plaintiffs are individuals impacted by the Eaton Fire, including homeowners, located in Los Angeles County, California.

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

**B. Defendants**

12. Defendant SOUTHERN CALIFORNIA EDISON COMPANY is a California corporation authorized to do, and doing, business in California, with its headquarters in Rosemead, California in Los Angeles County. SOUTHERN CALIFORNIA EDISON COMPANY provides utility services, including electrical services, to members of the public in California, including in Los Angeles County. SOUTHERN CALIFORNIA EDISON COMPANY is a subsidiary or other entity wholly controlled by EDISON INTERNATIONAL. SOUTHERN CALIFORNIA EDISON COMPANY is one of the largest combination natural gas and electric utilities in the United States.

13. Defendant EDISON INTERNATIONAL is a California corporation authorized to do, and doing, business in California, with its headquarters in Rosemead, California in Los Angeles County. EDISON INTERNATIONAL provides utility services, including electrical services, to members of the public in California, including those in Los Angeles County through its agents and subsidiaries, including SOUTHERN CALIFORNIA EDISON COMPANY.

14. SOUTHERN CALIFORNIA EDISON COMPANY and EDISON INTERNATIONAL are jointly and severally liable for each other's wrongful acts and omissions. These companies do not compete against one another but instead operate as a single enterprise, integrating their resources to achieve a common business purpose. These companies are so organized and controlled that one is a mere instrumentality, agent, and/or conduit of the other. Officers, managers, and directors are intertwined and not fully independent of one another. These companies share legal counsel, share unified policies and

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

4 15. Edison is in the business of providing electricity to the residents of, among other places,  
5 Los Angeles County through a utility infrastructure, including a network of electrical transmission and  
6 distribution lines. Edison is both an “electrical corporation” and a “public utility” under Public Utilities  
7 Code sections 216(a)(1) and 218(a). At all relevant times, Edison was the supplier of electricity to  
8 members of the public in Los Angeles County, and elsewhere in Southern California. At all relevant  
9 times, Edison installed, constructed, built, maintained, and operated overhead power lines, together with  
10 supporting utility poles and attached electrical equipment, for the purpose of conducting electricity for  
11 delivery to members of the general public. Furthermore, on information and belief, Edison is responsible  
12 for maintaining vegetation near, around, and in proximity to their electrical equipment in compliance  
13 with State regulations, specifically including, but not limited to Public Resource Code § 4292,  
14 California’s Public Utilities Commission (“CPUC”) General Order 95, and CPUC General Order 165.

15 16. Edison is one of the nation’s largest electric utilities, serving a 50,000 square-mile area  
16 within Central, Coastal, and Southern California. It is wholly owned by Edison International, which has  
17 a market capitalization of over \$32 billion. Edison’s assets total approximately \$81.4 billion.

18 17. Edison has at least \$1 billion in wildfire insurance.

19 18. The true names and capacities of defendants Does 1 through 200 are currently unknown  
20 to Plaintiffs who, therefore, sue these defendants under these fictitious names pursuant to Code of Civil  
21 Procedure section 474. These defendants are each directly and/or vicariously responsible, in some  
22 manner, for the harms alleged herein. If/when Plaintiffs learn these defendants’ true names and  
23 capacities, Plaintiffs will seek leave to amend this pleading accordingly.

24 19. “Defendants” refers collectively to Edison and Does 1 through 200.

25 20. At all times relevant to this pleading, Defendants, and/or each of them: were the agents,  
26 servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each of the  
27 other Defendants; were operating within the purpose and scope of said agency, service, employment,  
28 partnership, enterprise, conspiracy, and/or joint venture; and ratified and approved the acts of each other.

1 Each of Defendants aided and abetted, encouraged, and rendered substantial assistance to the other  
2 Defendants in breaching their obligations and duties to Plaintiffs. In taking action to aid and abet and  
3 substantially assist the commission of these wrongful acts and other wrongdoings, each of Defendants  
4 acted with an awareness of his/her/its primary wrongdoing and realized that his/her/its conduct would  
5 substantially assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

6 **IV.**

7 **FACTS**

8 21. The Eaton Fire ignited on January 7, 2025, at approximately 6:18 p.m., northeast of  
9 Altadena Drive, Midwick Drive, and in the vicinity of Mount Wilson Road, near Eaton Canyon in  
10 Pasadena, California.

11 22. Edison is the electrical provider in the area where the Eaton Fire ignited, and Edison owns  
12 and operates electrical facilities and powerlines that run near Altadena Drive, Midwick Drive, and Mount  
13 Wilson Road, in Los Angeles County, California.

14 23. On January 9, 2025, Edison itself reported to the California Public Utilities Commission  
15 that its equipment was located within the general area of ignition. Specifically, Edison reported that they  
16 preliminarily reviewed the electrical circuit information for the energized transmission lines, and other  
17 operational electric equipment located within the general area of the ignition's origin.

18 24. The Eaton Fire is currently ongoing and spreading rapidly. As of January 15, 2025, the  
19 Eaton Fire has already burned approximately 14,117 acres, threatened over 28,828 structures, destroyed  
20 at least 4,627 structures, damaged at least 486 structures, killed at least sixteen (16) civilians, injured at  
21 least six (6) firefighters, is only 45% contained, and is catastrophically impacting the local community.<sup>2</sup>

22 25. Plaintiffs are informed and believe that the Eaton Fire occurred because: (1) Edison's  
23 utility infrastructure was intended, designed, and constructed to pass electricity through exposed  
24 powerlines in dry, vegetated areas; (2) Edison negligently, recklessly, and willfully failed to prudently  
25 and safely inspect, maintain, and operate the electrical equipment in its utility infrastructure (including  
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27 \_\_\_\_\_  
28 <sup>2</sup> See *supra* n. 1.

1 failing to de-energize its powerlines in times of high fire risk); and/or (3) Edison negligently, recklessly,  
2 and willfully failed to maintain the appropriate clearances for its electrical equipment and utility  
3 infrastructure.

4 26. The conditions and circumstances surrounding the ignition of the Eaton Fire, including  
5 the nature and condition of Edison’s electrical infrastructure, low humidity, strong winds, and tinderlike  
6 dry vegetation were foreseeable by any reasonably prudent person and, therefore, were certainly  
7 foreseeable to Defendants—those with special knowledge and expertise as electrical services providers  
8 and their employees and agents. In fact, prior to the Eaton Fire, Edison identified the Eaton Canyon area  
9 as an extreme risk area, where topography, historical fires, and local fuel conditions put it at higher  
10 danger.

11 27. This wildfire was not the result of an “act of God” or other force majeure. The *New York*  
12 *Times* reports that, “over the past few decades, the share of fires known to be caused by power  
13 infrastructure has grown across the state.”<sup>3</sup> Indeed, this was not the first fire of this type caused by  
14 Edison. Concurrent with the Eaton Fire, Edison also itself reported to the CPUC that “fire agencies are  
15 investigating whether EDISON equipment was involved in the ignition of the Hurst Fire” and that a  
16 downed conductor was discovered on or near the site of ignition of the Hurst Fire at almost exactly the  
17 time of ignition. Historically, Edison’s equipment caused the Rey Fire in 2016.<sup>4</sup> Edison’s equipment  
18 also caused the Thomas Fire in 2017.<sup>5</sup> The following year, in 2018, Edison’s equipment was involved  
19 in the ignition of the Woolsey Fire.<sup>6</sup> Upon information and belief, in 2019, Edison’s equipment was  
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21 <sup>3</sup> Jeremy White, Many of California’s Most Destructive Fires Were Caused by Power Lines, N.Y.  
22 *Times*, Jan. 13, 2025, [https://www.nytimes.com/interactive/2025/01/13/us/los-angeles-fires-cause.html?unlocked\\_article\\_code=1.pE4.ZhCo.hdVDXOZk2U9x&smid=url-share](https://www.nytimes.com/interactive/2025/01/13/us/los-angeles-fires-cause.html?unlocked_article_code=1.pE4.ZhCo.hdVDXOZk2U9x&smid=url-share).

23 <sup>4</sup> Gary Chen, 2023-2025 Wildfire Mitigation Plan, SCE, Nov. 14, 2024,  
24 [https://www.sce.com/sites/default/files/AEM/Wildfire%20Mitigation%20Plan/2023-2025/SCE%202023-2025%20WMP%20R3.1%20\(November%2014%2C%202024\).pdf](https://www.sce.com/sites/default/files/AEM/Wildfire%20Mitigation%20Plan/2023-2025/SCE%202023-2025%20WMP%20R3.1%20(November%2014%2C%202024).pdf), p. 46  
25 (“08/18/2016 [] REY [] USFS opined fire caused by SCE equipment”).

26 <sup>5</sup> *Id.* (“12/04/2017 [] THOMAS/KOENIGSTEIN [] CAL FIRE & VCFD opined that fires caused by  
27 SCE equipment”).

28 <sup>6</sup> *Id.* (“11/08/2018 [] WOOLSEY [] CAL FIRE opined fire caused by SCE equipment. . .”).

1 involved in the ignition of the Easy fire. Edison started the Silverado Fire in 2020, which burned over  
2 13,000 acres and critically injured two firefighters, caused more than 90,000 people to evacuate, and  
3 destroyed five structures, for which Edison was fined over \$2.4 million by the California Public Utilities  
4 Commission (CPUC).<sup>7</sup> And upon information and belief, in 2022, Edison started the Fairview Fire,  
5 which also started in Los Angeles County and burned over 28,307 acres, destroyed 36 structures,  
6 damaged eight structures, and caused multiple injuries and at least two deaths. In spite of its promise to  
7 incorporate “lessons learned regarding wildfire mitigation since 2018”<sup>8</sup> rather than reform its practices,  
8 Edison once again elected to put profits over public safety, transmitting high voltage electric power  
9 through exposed, uninsulated conductors in known high fire risk areas during forecasted high wind  
10 conditions.

11 28. The Eaton Fire was started by sparks from high-voltage transmission lines, distribution  
12 lines, appurtenances, and other electrical equipment within Edison’s utility infrastructure that ignited  
13 surrounding vegetation. Despite knowing of an extreme fire risk, Defendants deliberately prioritized  
14 profits over safety. This recklessness and conscious disregard for human safety was a substantial factor  
15 in bringing about the Eaton Fire.

16 29. For instance, in Edison’s Wildfire Mitigation Plan (WMP) filed with the CPUC, Edison  
17 touted the effectiveness of using Public Safety Power Shutoff (PSPS), stating that “PSPS is a necessary  
18 mitigation to protect public safety under extreme conditions.”<sup>9</sup> Edison acknowledged that “higher  
19 windspeeds” bring a “heightened risk of ignition” and that this is “primarily due to the possibility of  
20 infrastructure damage which can cause wind-driven foreign objects or airborne vegetation coming into  
21 contact with and damaging EDISON’s equipment.”<sup>10</sup> Edison further acknowledged that “[u]nder these  
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23 <sup>7</sup> Citation Issued Pursuant to Decision 16-09-055, # D.16-09-055 E.24-02-001, Feb. 5, 2024,  
24 [https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/safety-and-enforcement-  
25 division/documents/citations/sce/silverado-fire/citation--d1609055-e2402001--silverado-fire.pdf](https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/safety-and-enforcement-division/documents/citations/sce/silverado-fire/citation--d1609055-e2402001--silverado-fire.pdf), p. 1.

26 <sup>8</sup> See *supra* Edison 2023-2025 WMP, n. 4 at p. 9.

27 <sup>9</sup> See *supra* Edison 2023-2025 WMP, n. 4 at p 8.

28 <sup>10</sup> *Id.* at p. 623.



1 circumstances,” other measures such as covering conductors “may not sufficiently mitigate wildfire and  
2 public safety risk,” in which case “PSPS is **necessary** as a last resort mitigation measure to prevent  
3 ignitions that may lead to significant wildfires.”<sup>11</sup> Edison was further aware that weather conditions  
4 leading up to, and on January 7, 2025, warranted a PSPS in and around areas affected by the Eaton Fire.  
5 Nevertheless, Edison did not do so, even though high winds swept through areas that had suffered a  
6 prolonged period of drought.

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

14 **V.**

15 **CAUSES OF ACTION**

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

17 **(Against All Defendants)**

18 31. All previous paragraphs are incorporated into this cause of action.

19 32. On January 7, 2025, Plaintiffs were the owners of real and/or personal property located  
20 within Los Angeles County in California that was affected by the Eaton Fire, and/or otherwise suffered  
21 compensable losses as a result of the Eaton Fire.

22 33. On and before January 7, 2025, Defendants designed, constructed, installed, operated,  
23 controlled, used, and/or maintained the facilities, lines, wires, and/or other electrical equipment within  
24 Edison’s utility infrastructure, including the transmission and distribution lines in and around the  
25 location of the Eaton Fire, for the purpose of providing electrical services to large swaths of the public.

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<sup>11</sup> *Id.* (emphasis added).

1           34.     On and before January 7, 2025, Defendants were aware of the inherent dangers and risks  
2 that the electrical equipment within Edison’s electrical-utility infrastructure (as deliberately designed  
3 and constructed) could ignite a wildfire like the Eaton Fire.

4           35.     This inherent risk was realized on January 7, 2025, when electrical equipment within  
5 Edison’s utility infrastructure ignited the Eaton Fire, which resulted in the taking of Plaintiffs’ property.

6           36.     This taking was legally and substantially caused by Defendants’ actions and inactions in  
7 designing, constructing, installing, operating, controlling, using, and/or maintaining the facilities, lines,  
8 wires, and/or other electrical equipment within Edison’s utility infrastructure.

9           37.     Edison has a non-delegable duty to maintain and upkeep its entire electrical system,  
10 including maintaining and managing nearby vegetation and trees. The inherent danger in Edison failing  
11 to maintain and upkeep its electrical equipment and surrounding vegetation culminated in an electrical  
12 event in its equipment in the General Area of Origin, igniting the Eaton Fire.

13           38.     Edison’s decision to adopt cost-saving designs, such as using uninsulated, bare, and  
14 exposed electrical conduit because of the lower cost as compared to installing insulated conduit or  
15 putting lines underground, presented inherent risk to property such as the Plaintiffs’. In supplying  
16 electricity to the public, on or about January 7, 2025, Edison knowingly accepted a risk that its equipment  
17 would damage and/or destroy private property by fire.

18           39.     The injury to Plaintiffs was the consequence of Edison’s electrical equipment, including  
19 electrical lines, as deliberately designed, constructed, and maintained or failed to maintain. This damage  
20 was the foreseeable result of Edison’s public improvement supplying electricity. The Eaton Fire followed  
21 in the normal course of subsequent events, when its electrical equipment caused the ignition of the Eaton  
22 Fire. The damages to Plaintiffs were predominantly produced by Edison’s electrical equipment,  
23 including electrical lines, as deliberately designed, constructed, and maintained (or any failure thereof).

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

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

27           42.     Plaintiffs further seek, pursuant to Code of Civil Procedure section 1036, to recover all  
28 reasonable costs, disbursements, and expenses – including reasonable attorney, appraisal, and

1 engineering fees – actually incurred because of this proceeding in the trial court and/or in any appellate  
2 proceeding in which Plaintiffs prevails on any issue.

3 **SECOND CAUSE OF ACTION - TRESPASS**

4 **(Against All Defendants)**

5 43. All previous paragraphs are incorporated into this cause of action.

6 44. On January 7, 2025, Plaintiffs were the owners, tenants, and/or lawful occupiers of real  
7 properties in the area of the Eaton Fire.

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

10 46. Plaintiffs did not grant permission for any fire to enter their property.

11 47. This trespass was a substantial factor in causing Plaintiffs to suffer economic and  
12 noneconomic damages including, but not limited to, bodily injury, destruction of and/or damage to real  
13 property, destruction of and/or damage to structures, destruction of and/or damage to personal property,  
14 discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress.  
15 Plaintiffs each seek damages to be determined, on an individual basis, according to proof at trial.

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

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

25 **THIRD CAUSE OF ACTION – PRIVATE NUISANCE**

26 **(Against All Defendants)**

27 50. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.  
28

1 51. Plaintiffs own and/or occupy property at or near the site of Eaton Fire. At all relevant  
2 times herein, Plaintiffs had a right to occupy, enjoy, and/or use their property without interference by  
3 Defendants.

4 52. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act resulted  
5 in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' property, invaded the right of  
6 Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of their property, causing  
7 Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance pursuant to  
8 California Civil Code § 3479.

9 53. As a direct and proximate result of Defendants' conduct, Plaintiffs sustained loss and  
10 damage, including but not limited to damage to property, discomfort, annoyance, and emotional distress,  
11 the amount of which will be proven at trial.

12 54. As a further direct and proximate result of the conduct of Defendants, Plaintiffs seeks the  
13 reasonable cost of repair or restoration of the property to its original condition and/or loss-of-use  
14 damages, as allowed under California Civil Code § 3334.

15 55. Defendants' conduct was willful and wanton, and with conscious contempt and disdain  
16 for the disastrous consequences that Defendants knew could occur as a result of their dangerous conduct.  
17 Accordingly, Defendants acted with malice towards Plaintiffs, which is an appropriate predicate fact for  
18 an award of exemplary/punitive damages in a sum according to proof.

19 **FOURTH CAUSE OF ACTION – PUBLIC NUISANCE**

20 **(Against All Defendants)**

21 56. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

22 57. Defendants owed a non-transferable, non-delegable duty to the public, including  
23 Plaintiffs, to conduct their business, in particular the maintenance and/or operation of power lines, power  
24 poles, and/or electrical equipment on power poles, and adjacent vegetation in proximity to their electrical  
25 infrastructure in Southern California, in a manner that did not threaten harm or injury to the public  
26 welfare.

27 58. Defendants, by acting and/or failing to act, as alleged hereinabove, created a condition  
28 that was harmful to the health of the public, including Plaintiffs, and created a fire hazard and other

1 potentially dangerous conditions to Plaintiffs' property, which interfered with the comfortable  
2 occupancy, use, and/or enjoyment of Plaintiffs' property. This interference is both substantial and  
3 unreasonable.

4 59. Plaintiffs did not consent, expressly or impliedly, to the wrongful conduct of Defendants.

5 60. The hazardous condition which was created by and/or permitted to exist by Defendants  
6 affected a substantial number of people at the same time within the general public, including Plaintiffs,  
7 and constituted a public nuisance under California Civil Code §§ 3479 and 3480 and California Public  
8 Resources Code § 4171. Further, the ensuing Eaton Fire constituted a public nuisance under California  
9 Public Resources Code § 4170.

10 61. The damaging effects of Defendants' creation of a fire hazard and the ensuing Eaton Fire  
11 is ongoing and affects the public at large. As a result of the Eaton Fire location, temperature, and/or  
12 duration, extensive areas of hydrophobic soils developed within the burned areas. This further caused  
13 significant post-fire runoff hazards to occur, including hillside erosion, debris flow hazards, sediment-  
14 laden flow hazards, and hillside erosion. As a result, large quantities of ash and sediment will be  
15 deposited in perennial and ephemeral watercourses.

16 62. As a direct and legal result of the conduct of Defendants, Plaintiffs suffered harm that is  
17 different from the type of harm suffered by the general public. Specifically, Plaintiffs has lost the  
18 occupancy, possession, use, and/or enjoyment of their land, real, and/or personal property, including, but  
19 not limited to: a reasonable and rational fear that the area is still dangerous; a diminution in the fair  
20 market value of their property; an impairment of the ability to sell their property; soils that have become  
21 hydrophobic; exposure to an array of toxic substances on their land; the presence of "special waste" on  
22 their property that requires special management and disposal; and a lingering smell of smoke, and/or  
23 soot, ash, and/or dust in the air.

24 63. As a further direct and legal result of the conduct of Defendants, Plaintiffs has suffered,  
25 and will continue to suffer, discomfort, anxiety, fear, worries, annoyance, and/or stress attendant to the  
26 interference with Plaintiffs' occupancy, possession, use and/or enjoyment of their property.

27 64. A reasonable, ordinary person would be annoyed or disturbed by the condition created by  
28 Defendants, and the resulting Eaton Fire.

1           65. Defendants' conduct is unreasonable and the seriousness of the harm to the public,  
2 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little or no social utility  
3 associated with causing wildfires to destroy one of the most beautiful and beloved regions of Southern  
4 California.

5           66. The individual and/or collective conduct of Defendants set forth above resulting in the  
6 Eaton Fire is not an isolated incident but is ongoing and/or a repeated course of conduct, and Defendants'  
7 prior conduct and/or failures have resulted in other fires and damage to the public.

8           67. The unreasonable conduct of Defendants is a direct and legal cause of the harm, injury,  
9 and/or damage to the public, including Plaintiffs.

10           68. Defendants have individually and/or collectively failed to and refused to conduct proper  
11 inspections and to properly trim, prune, and/or cut vegetation in order to ensure the safe delivery of  
12 electricity to residents and businesses through the operation of power lines in the affected area, and  
13 Defendants' individual and/or collective failure to do so exposed every member of the public to a  
14 foreseeable danger of personal injury, death, and/or a loss of or destruction real and personal property.

15           69. Defendants' conduct set forth above constitutes a public nuisance within the meaning of  
16 Civil Code §§ 3479 and 3480, California Public Resources Code §§ 4104 and 4170, and California Code  
17 of Civil Procedure § 731. Under California Civil Code § 3493, Plaintiffs has standing to maintain an  
18 action for public nuisance because the nuisance is especially injurious to Plaintiffs because, as described  
19 above, it is injurious and/or offensive to the senses of Plaintiffs, unreasonably interferes with the  
20 comfortable enjoyment of their properties, and/or unlawfully obstructs the free use, in the customary  
21 manner, of their properties.

22           70. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants stop  
23 continued violation of California Public Resources Code §§ 4292 and 4293 and CPUC General Order  
24 95. Plaintiffs also seek an order directing Defendants to abate the existing and continuing nuisance  
25 described above.

26                   **FIFTH CAUSE OF ACTION - PUBLIC UTILITIES CODE SECTION 2106**  
27                                   **(Against All Defendants)**

28           71. All previous paragraphs are incorporated into this cause of action.

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

3           73.     Prior to and on January 7, 2025, Edison was also required to obey and comply with every  
4 order, decision, direction, or rule made or prescribed by the Public Utilities Commission in the matters  
5 specified under the Public Utilities Act, and any other matter in any way relating to or affecting its  
6 business as a public utility, and was required to do everything necessary or proper to secure compliance  
7 therewith by all of its officers, agents, and employees.

8           74.     Defendants failed to furnish and maintain such adequate, efficient, just, and reasonable  
9 service, instrumentalities, equipment, and facilities as are necessary to promote the safety, health,  
10 comfort, and convenience of Edison patrons and the public, as required by Public Utilities Code section  
11 451.

12           75.     Defendants failed to comply with the requirements for overhead line design, construction,  
13 and maintenance, the application of which will ensure adequate service and secure safety to persons  
14 engaged in the construction, maintenance, operation or use of overhead lines and to the public in general,  
15 as required by Public Utilities Commission General Order 95, which set forth standards regarding the  
16 design, inspection, maintenance, and operation overhead conductors.

17           76.     Defendants also failed to comply with the requirements for electric distribution and  
18 transmission facilities prescribed by Public Utilities Commission General Order 165, by not conducting  
19 adequate inspections of its facilities or keeping accurate records of the work performed by its employees  
20 and third-party contractors.

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

23           78.     Defendants’ failure to comply with applicable provisions of the Public Utilities Act and  
24 applicable Public Utilities Commission Orders and Rules, including its own wildfire mitigation plan,  
25 was a substantial factor in causing Plaintiffs to suffer economic and non-economic damages including,  
26 bodily injury, destruction of and damage to real property, destruction of and damage to structures,  
27 destruction of and damage to personal property and cherished possessions, discomfort, annoyance,  
28

1 inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek  
2 damages to be determined, on an individual basis, according to proof at trial.

3 79. Defendants, including one or more Edison officers, directors, and/or managers, acted  
4 recklessly and with conscious disregard to human life and safety, and this recklessness and conscious  
5 disregard was a substantial factor in bringing about the Eaton Fire. This is despicable and oppressive  
6 conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter  
7 such conduct in the future.

8 **SIXTH CAUSE OF ACTION - HEALTH & SAFETY CODE SECTION 13007**

9 **(Against all Defendants)**

10 80. All previous paragraphs are incorporated into this cause of action.

11 81. Defendants negligently, recklessly, and/or in violation of law, allowed the Eaton Fire to  
12 be set and allowed the Eaton Fire to escape to Plaintiffs' properties.

13 82. Defendants' negligent, reckless, and/or illegal actions and inactions in allowing the Eaton  
14 Fire to be set and escape to Plaintiffs' properties was a substantial factor in causing Plaintiffs to suffer  
15 economic and non-economic damages including, but not limited to, bodily injury, destruction of and  
16 damage to real property, destruction of and damage to structures, destruction of and damage to personal  
17 property and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet  
18 enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis,  
19 according to proof at trial.

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

25 **SEVENTH CAUSE OF ACTION - NEGLIGENCE**

26 **(Against All Defendants)**

27 84. All previous paragraphs, except those falling under Plaintiffs' cause of action for inverse  
28 condemnation, are incorporated into this cause of action.



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

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

13           87. Defendants each breached these duties by, among other things:

- 14           a. Failing to design, construct, operate, and maintain Edison’s high-voltage transmission  
15           and distribution lines and associated equipment, in a way that would withstand the  
16           foreseeable risk of wildfires in the area of the Eaton Fire;
- 17           b. Failing to prevent electrical transmission and distribution lines from improperly sagging  
18           or making contact with other metal;
- 19           c. Failing to properly inspect and maintain vegetation within proximity to energized  
20           transmission and distribution lines to mitigate the risk of fire;
- 21           d. Failing to conduct reasonably prompt, proper, and frequent inspections of Edison’s  
22           powerlines and associated equipment;
- 23           e. Failing to promptly de-energize exposed powerlines during fire-prone conditions and  
24           reasonably inspect powerlines before re-energizing them;
- 25           f. Failing to properly train and supervise employees and agents responsible for maintenance  
26           and inspection of powerlines; and/or
- 27           g. Failing to implement and follow regulations and reasonably prudent practices to avoid  
28           fire ignition.

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

6 89. Defendants' negligence was a substantial factor in causing Plaintiffs to suffer economic  
7 and non-economic damages including, bodily injury, destruction of and damage to real property,  
8 destruction of and damage to structures, destruction of and damage to personal property and cherished  
9 possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and  
10 emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according to  
11 proof at trial.

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

17 **EIGHTH CAUSE OF ACTION – PREMISES LIABILITY**

18 **(Against All Defendants)**

19 91. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

20 92. Defendants were the owners of an easement and/or real property in the area of origin of  
21 the Eaton Fire, and/or were the owners of the electrical infrastructure upon said easement and/or right of  
22 way.

23 93. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in  
24 failing to properly inspect, manage, maintain, and/or control the vegetation near their electrical  
25 infrastructure along the real property and easement, allowing an unsafe condition presenting a  
26 foreseeable risk of fire danger to exist in said areas.

27 94. As a direct and legal result of the wrongful acts and/or omissions of Defendants, Plaintiffs  
28 suffered, and continue to suffer, the injuries and damages as set forth above.

1 95. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,  
2 Plaintiffs seek the recovery of punitive and exemplary damages against Defendants as set forth above.

3 **NINTH CAUSE OF ACTION – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

4 **(Against All Defendants)**

5 96. All previous paragraphs, except those falling under Plaintiffs’ cause of action for inverse  
6 condemnation, are incorporated into this cause of action.

7 97. Defendants failed to take reasonable safety precautions to prevent harm to residents in  
8 the areas they serve from foreseeable events such as wildfire.

9 98. In failing to take reasonable safety precautions to prevent harm to residents in the areas  
10 they serve, Defendants breached their duty of reasonable care, negligently inflicting emotional harm on  
11 Plaintiffs, and acted recklessly and in conscious disregard of Plaintiffs’ and others’ safety.

12 99. As a direct and proximate result of Defendants’ general negligence, Plaintiffs suffered  
13 economic and non-economic damages including, bodily injury, destruction of and damage to real  
14 property, destruction of and damage to structures, destruction of and damage to personal property and  
15 cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment,  
16 and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according  
17 to proof at trial.

18 **VI.**

19 **PRAYER FOR RELIEF**

20 100. Plaintiffs seek the following damages in an amount according to proof at the time of  
21 trial:

22 **Inverse Condemnation:**

- 23 (1) Repair, depreciation, and/or the replacement of damaged, destroyed, and/or lost personal  
24 and/or real property;
- 25 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs’ real and/or personal  
26 property;
- 27 (3) Loss of wages, earning capacity and/or business profits and/or any related displacement  
28 expenses;

- 1 (4) Prejudgment interest from January 7, 2025;
- 2 (5) Pursuant to Code of Civil Procedure, section 1036 and all other applicable laws, all
- 3 reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal,
- 4 and engineering fees, actually incurred because of this proceeding in the trial court and/or
- 5 in any appellate proceeding in which Plaintiffs prevails on any issue; and
- 6 (6) Such other and further relief as the Court shall deem proper, all according to proof.

7 **All Other Claims:**

- 8 (1) General and/or special damages determined on an individual basis according to proof;
- 9 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal
- 10 property;
- 11 (3) Loss of wages, earning capacity, goodwill, and/or business profits or proceeds and/or any
- 12 related displacement expenses;
- 13 (4) Evacuation expenses and alternate living expenses;
- 14 (5) Erosion damage to real property;
- 15 (6) Past and future medical expenses and incidental expenses;
- 16 (7) Damages for personal injury, emotional distress, pain and suffering, fear, annoyance,
- 17 disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of property;
- 18 (8) Attorneys' fees, expert fees, consultant fees, and litigation costs and expense, as allowed
- 19 under Code of Civil Procedure section 1021.9 and all other applicable law;
- 20 (9) Prejudgment interest from January 7, 2025;
- 21 (10) Punitive and exemplary damages against Edison in an amount sufficient to punish
- 22 Defendants' conduct and deter similar conduct in the future, as allowed under Public
- 23 Utilities Code section 2106 and all other applicable law;
- 24 (11) Equitable relief; and
- 25 (12) Any and all other and further such relief as the Court shall deem proper, all according to
- 26 proof.

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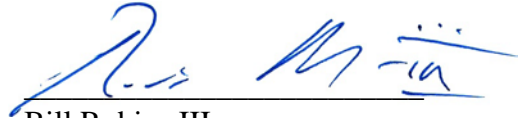
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**VII.**  
**JURY TRIAL DEMAND**

101. Plaintiffs demand a jury trial on all causes of action for which a jury trial is available under the law.

Dated: January 17, 2025

**ROBINS CLOUD LLP**

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