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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

19 JEREMY GURSEY, Individually,

20 Plaintiffs,

21 vs.

22 SOUTHERN CALIFORNIA EDISON
23 COMPANY, a California Corporation; and
24 DOES 1 through 100, inclusive,

25 Defendants.

CASE NO. **25STCV00731**

Judge:

Dept.:

COMPLAINT FOR DAMAGES

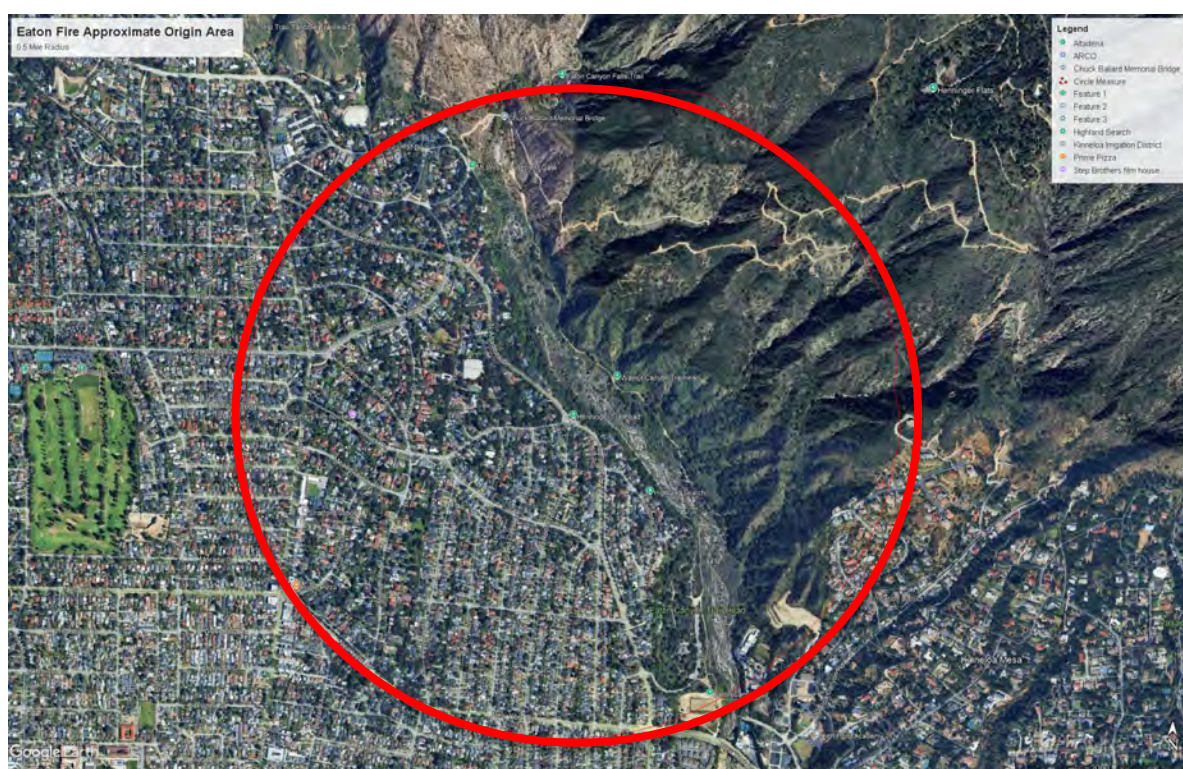
1. NEGLIGENCE
2. INVERSE CONDEMNATION
3. PREMISES LIABILITY
4. TRESPASS
5. PRIVATE NUISANCE
6. PUBLIC NUISANCE
7. VIOLATION OF PUBLIC UTILITIES CODE § 2106
8. VIOLATION OF HEALTH & SAFETY CODE § 13007

DEMAND FOR JURY TRIAL

1 **Plaintiff** JEREMY GURSEY (hereinafter “Plaintiff(s)”) hereby allege, on information and
2 belief, as follows: Plaintiffs are individuals and other legal entities who were, at all times relevant
3 to this pleading, homeowners, renters, evacuees, business owners, and other individuals and
4 entities who have suffered and/or continue to suffer personal injuries, property losses, emotional
5 distress, and/or other damages from the Eaton Fire. Plaintiffs bring this action for damages against
6 Defendant SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”) and DOES 1 through
7 100, both individually and collectively (collectively, “Defendants”) as follows:

INTRODUCTION

9 1. This case arises from the Eaton Fire, which began on or around January 7, 2025, at
10 approximately 6:15 p.m. in the area of Eaton Canyon in the unincorporated census designated
11 place in Los Angeles County, California, called Altadena, within a half mile from the intersection
12 of North Altadena Drive and Midwick Drive in Pasadena, CA 91107 (“General Area of Origin”).¹



26 2. At all relevant times the transmission circuit in Eaton Canyon, as well as related
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28 ¹ *Eaton Fire Incident*, CAL. DEPT. OF FORESTRY AND FIRE PROTECTION,
<https://www.fire.ca.gov/incidents/2025/1/7/eaton-fire> (last accessed Jan. 8, 2025).

1 hardware fixtures, devices, structures, components, property, easements, and rights of way were
2 part of an electrical transmission system (“ETS”) owned, designed, constructed, installed,
3 inspected, maintained and/or controlled by Defendants.

4 3. At all relevant times, the ETS was owned, designed, constructed, installed,
5 inspected, maintained and/or controlled for the purpose of distributing electricity to the public at
6 large and to the customers of SCE.

7 4. At all relevant times, Defendant SCE’s ETS (including but not limited to the
8 transmission circuit traversing Eaton Canyon and its component parts), was in a dangerous
9 condition, posing a significant risk of electrical failure, fire and property damage to surrounding
10 property and communities.

11 5. At all relevant times, Defendants were aware, or should have been aware, that the
12 ETS (including but not limited to the transmission circuit traversing Eaton Canyon and its
13 component parts), was in a dangerous condition and posed a risk of failure, fire, and property
14 damage.

15 6. At all relevant times the distribution circuit in Eaton Canyon, as well as related
16 hardware fixtures, devices, structures, components, property, easements, and rights of way were
17 part of an electrical distribution system (“EDS”) owned, designed, constructed, installed,
18 inspected, maintained and/or controlled by Defendants.

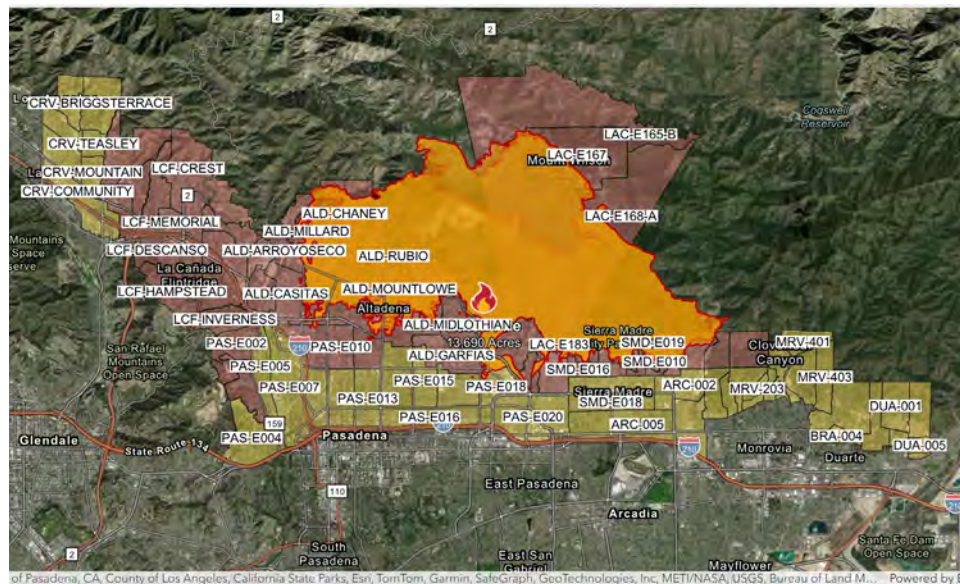
19 7. At all relevant times, the EDS was owned, designed, constructed, installed,
20 inspected, maintained and/or controlled for the purpose of distributing electricity to the public at
21 large and to the customers of SCE.

22 8. At all relevant times, Defendant SCE’s EDS (including but not limited to the
23 distribution circuit traversing Eaton Canyon and its component parts), was in a dangerous
24 condition, posing a significant risk of electrical failure, fire and property damage to surrounding
25 property and communities.

26 9. At all relevant times, Defendants were aware, or should have been aware, that the
27 EDS (including but not limited to the distribution circuit traversing Eaton Canyon and its
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1 component parts), was in a dangerous condition and posed a risk of failure, fire, and property
2 damage.

3 10. The Eaton Fire has burned over 13,690 acres according to the California
4 Department of Forestry and Fire Protection (“CAL FIRE”), and destroyed at least 4,000 residences
5 according to the Los Angeles County Fire Department as of January 10, 2025.² At least eleven
6 people have been killed and numerous more injured by the Eaton Fire according to Los Angeles
7 County Sheriff’s Department.³ Below is a fire perimeter map as of January 10, 2025 at 11:00 a.m.



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18 11. According to Los Angeles County Fire Chief Anthony Marrone, the Eaton Fire
19 impacted tens of thousands of homes in the city of Pasadena and county area of Altadena and
20 burned in the Angeles National Forest.⁴

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24 ² *Eaton Fire Incident*, CAL. DEPT. OF FORESTRY AND FIRE PROTECTION,
25 <https://www.fire.ca.gov/incidents/2025/1/7/eaton-fire> (last accessed Jan. 8, 2024); *see also Full Press Conference /*
26 *LA County fire briefing on Jan. 8*, KCRA 3, (Jan. 8, 2025) [https://www.yahoo.com/news/full-press-conference-la-](https://www.yahoo.com/news/full-press-conference-la-county-174713061.html)
27 [countty-174713061.html](https://www.yahoo.com/news/full-press-conference-la-county-174713061.html) (last accessed Jan. 8, 2025).

28 ³ *Eaton Fire death toll rises as LA County firefighters continue containment efforts*, KCAL NEWS, (Jan. 8, 2025)
<https://www.cbsnews.com/losangeles/news/eaton-canyon-altadena-brush-fire-strong-winds/> (last accessed Jan. 8,
2025); *see also Los Angeles County medical examiner’s office confirms wildfire death toll rises to 16*, CNBC, (Jan.
12, 2025) [https://www.cnbc.com/2025/01/12/la-county-medical-examiners-office-confirms-wildfire-death-toll-rises-](https://www.cnbc.com/2025/01/12/la-county-medical-examiners-office-confirms-wildfire-death-toll-rises-to-16.html)
[to-16.html](https://www.cnbc.com/2025/01/12/la-county-medical-examiners-office-confirms-wildfire-death-toll-rises-to-16.html) (last accessed Jan. 12, 2025).

⁴ *Id.*

1 12. According to Los Angeles County Fire Department (“LACFD”), the Eaton Fire
2 started at approximately 6:18 p.m. on January 7, 2025.⁵ LACFD resources responded to a wildland
3 fire that was initially named the Close Fire and later the Eaton Fire incident, northeast of the
4 intersection of North Altadena Drive and Midwick Drive in Altadena, related to a Santa Ana wind
5 event impacting Southern California. The Eaton Fire has continued to burn to the south and east
6 and west in the hours and days that have followed.⁶

7 13. The Eaton Fire has affected communities throughout Los Angeles County including
8 Pasadena, Altadena, Sierra Madre, Santa Paula, and unincorporated Los Angeles County.⁷ Los
9 Angeles County issued evacuation orders for Pasadena, Altadena, and Sierra Madre to
10 approximately 32,500 people, with approximately 13,186 structures deemed at risk.⁸ Los Angeles
11 County also placed 38,600 residents under evacuation warnings and over 14,342 structures were
12 deemed at risk. The cities of Duarte, Monrovia, and La Cañada were placed under an evacuation
13 warning as of 4:00 A.M. on January 8th given the evolving and unpredictable nature of the fire. A
14 map of the evacuation zones produced by CAL FIRE depicts the fire perimeter as of January 8th
15 at 7:45 p.m. and the communities subject to these warnings and orders.⁹

16 14. In response to the Eaton Fire, Governor Gavin Newsom secured a Fire Management
17 Assistance Grant from the Federal Emergency Management Agency (“FEMA”) on January 8th¹⁰
18 and President Joe Biden issued a Presidential Major Disaster Declaration to support ongoing
19 efforts related to major wildfires burning in the Los Angeles area including the Eaton Fire.¹¹

21 ⁵ *Eaton Fire Incident Update*, LOS ANGELES COUNTY FIRE DEPARTMENT, (Jan. 8, 2025)

22 <https://x.com/LACoFDPIO/status/1877028579814326374> (last accessed Jan. 8, 2025).

23 ⁶ *Supra* note 1, CAL. DEPT. OF FORESTRY AND FIRE PROTECTION.

24 ⁷ *Full Press Conference | LA County fire briefing on Jan. 8*, KCRA 3, (Jan. 8, 2025)

25 <https://www.yahoo.com/news/full-press-conference-la-county-174713061.html> (last accessed Jan. 8, 2025).

26 ⁸ *Id.*

27 ⁹ *Supra* note 1, CAL. DEPT. OF FORESTRY AND FIRE PROTECTION.

28 ¹⁰ *California secures federal assistance to support response to Eaton Fire in Los Angeles County*, OFFICE OF CALIFORNIA GOVERNOR GAVIN NEWSOM, (Jan. 7, 2025), <https://www.gov.ca.gov/2025/01/07/california-secures-federal-assistance-to-support-response-to-eaton-fire-in-los-angeles-county/> (last accessed Jan. 10, 2025).

¹¹ *President Joseph R. Biden, Jr. Approves California Major Disaster Declaration*, THE WHITE HOUSE, (Jan. 8, 2025) <https://www.whitehouse.gov/briefing-room/presidential-actions/2025/01/08/president-joseph-r-biden-jr-approves-california-major-disaster-declaration/#:~:text=Today%20President%20Joseph%20R.%20Biden,7%2C%202025%2C%20and%20continuing.>

1 15. As of January 8, 2025, over 500 personnel have responded to the Eaton Fire from
2 various agencies, including but not limited to the U.S. Forest Service, Los Angeles County Fire
3 Department, Pasadena Fire Department, Sierra Madre Fire Department, and the Los Angeles
4 County Sheriff’s Department.¹² With no additional personnel or resources to fight the ongoing
5 wildfires in Los Angeles County, LA County Fire Chief Marrone requested mutual aid from the
6 counties of Orange, Los Angeles, Ventura, Santa Barbara, and San Louis Obispo. Chief Marrone
7 also contacted California Governor’s Office of Emergency Services (“CALOES”) for 50 engine
8 strike teams with 250 fire engines and 1,000 personnel as well as out of state resources from
9 Nevada, Oregon, and Washington state to assist.¹³

10 16. At approximately 6:10 p.m. Brendan Thorn, a Pasadena resident living on Canyon
11 Close Road adjacent to Eaton Canyon, noticed his power flicker and a few minutes later a neighbor
12 called him to say there was a fire under the power lines in Eaton Canyon. Thorn stated, “Sure
13 enough, I walk outside and those towers right up there at the very base of it, right around the
14 bottom there was a fire maybe knee-high starting about there.”¹⁴

15 17. Harry Kertenian, who owns a home on Lindaloe Lane in the Kinneloa Mesa
16 neighborhood to the east of Eaton Canyon, told reporters that his mother told him she saw the
17 power lines sparking.¹⁵ Kertenian, who has lived in the area for more than two decades, says he
18 hikes the Eaton Canyon Valley all the time and noticed that the whole Eaton Wash area has been
19 full of dry debris and dead brush.

20 18. Upon information and belief Plaintiffs allege that surveillance video from a home
21 near Eaton Canyon captured the early moments of the ignition of the Eaton Fire around 6:10 p.m.¹⁶
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23 _____
24 ¹² *Eaton Fire Incident*, CAL. DEPT. OF FORESTRY AND FIRE PROTECTION, (Jan. 11, 2025)
<https://www.fire.ca.gov/incidents/2025/1/7/eaton-fire/updates/e920b5a5-34df-4f1b-9a5f-315c7b00ff21> (last accessed
25 Jan. 8, 2024)

26 ¹³ *Supra* note 7.

27 ¹⁴ Rob Hayes, *Cause of Eaton Fire may be downed power line, witness says*, ABC 7, (Jan. 10, 2025)
<https://abc7.com/post/california-wildfire-cause-eaton-fire-may-downed-power-line-witness-says/15788334/> (last
28 accessed Jan. 12, 2025).

¹⁵ *Id.*

¹⁶ *Id.*

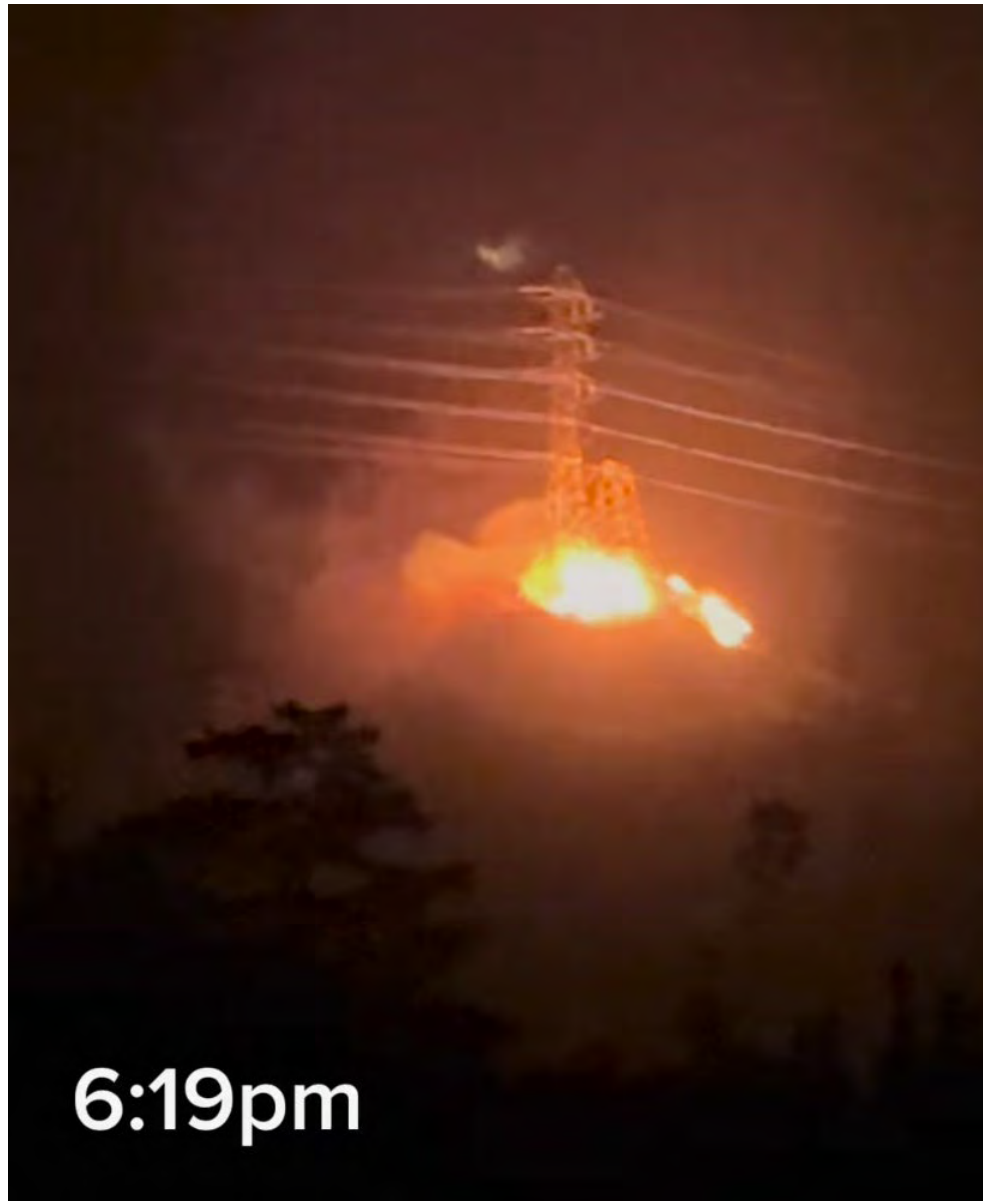
1 19. At approximately 6:15 p.m. on January 7, 2025, Altadena residents Jennifer Errico
2 and Marcus Errico observed the ignition of the Eaton Fire underneath an electrical tower across
3 the canyon from their home on the 2500 block of Canyon View Drive in Pasadena, CA 91107.
4 Before evacuating, Jennifer and Marcus took photographs of the fire underneath what they
5 described as “giant, giant towers” across from where Midwick Drive intersects with North
6 Altadena Drive.¹⁷ The images they took from their backyard are below.



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¹⁷ James MacPherson, *The Moment the Eaton Fire Ignited*, PASADENA NOW, (Jan. 9, 2025)
<https://pasadenanow.com/main/the-moment-the-eaton-fire-ignited> (last accessed Jan. 10, 2025)

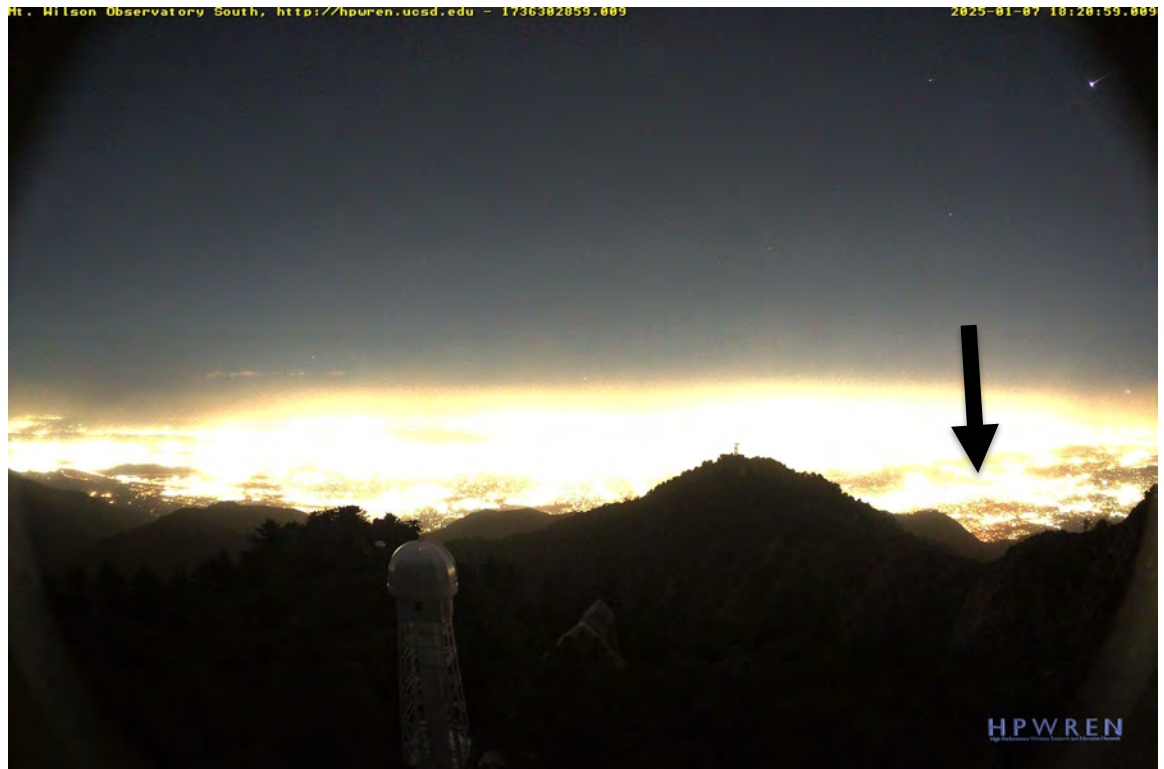
1 20. At approximately 6:19 pm on January 7, 2025, Altadena residents Jeffrey and
2 Cheryll Ku recorded video of the fire underneath the same transmission towers in Eaton Canyon
3 from their street North Harding Ave in Altadena.¹⁸ A screen capture image of the fire in the video
4 is below.



18 ¹⁸ @jeffrey.ku, INSTAGRAM.COM, (Jan. 11, 2025)
<https://www.instagram.com/reel/DEsUm1wP91S/?igsh=NTc4MTIwNjQ2YQ%3D%3D> (last accessed Jan. 11, 2025).

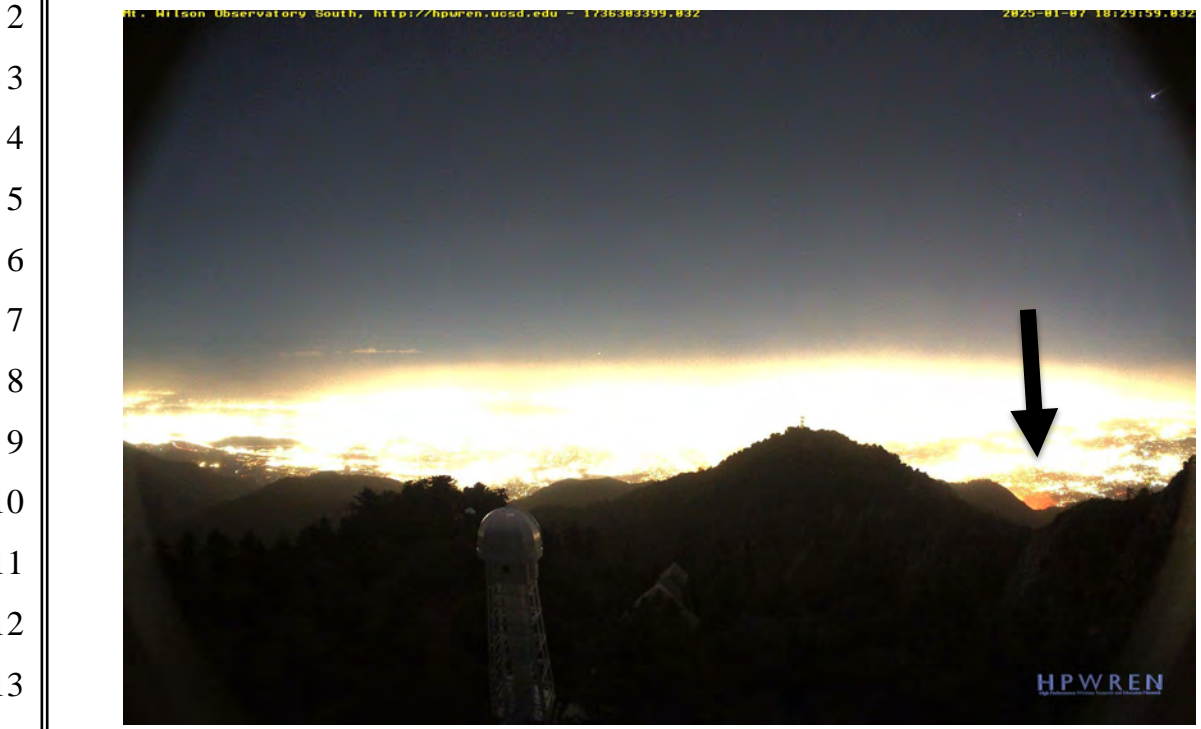
1 21. At approximately 6:29 p.m. on January 7, 2025, a south-facing camera located at
2 the Mount Wilson Observatory recorded early images of the Eaton Fire. Below are comparison
3 images showing before the fire became visible and after the fire became visible.¹⁹

4 Before the Eaton Fire became visible at 6:20 pm on January 7, 2025:

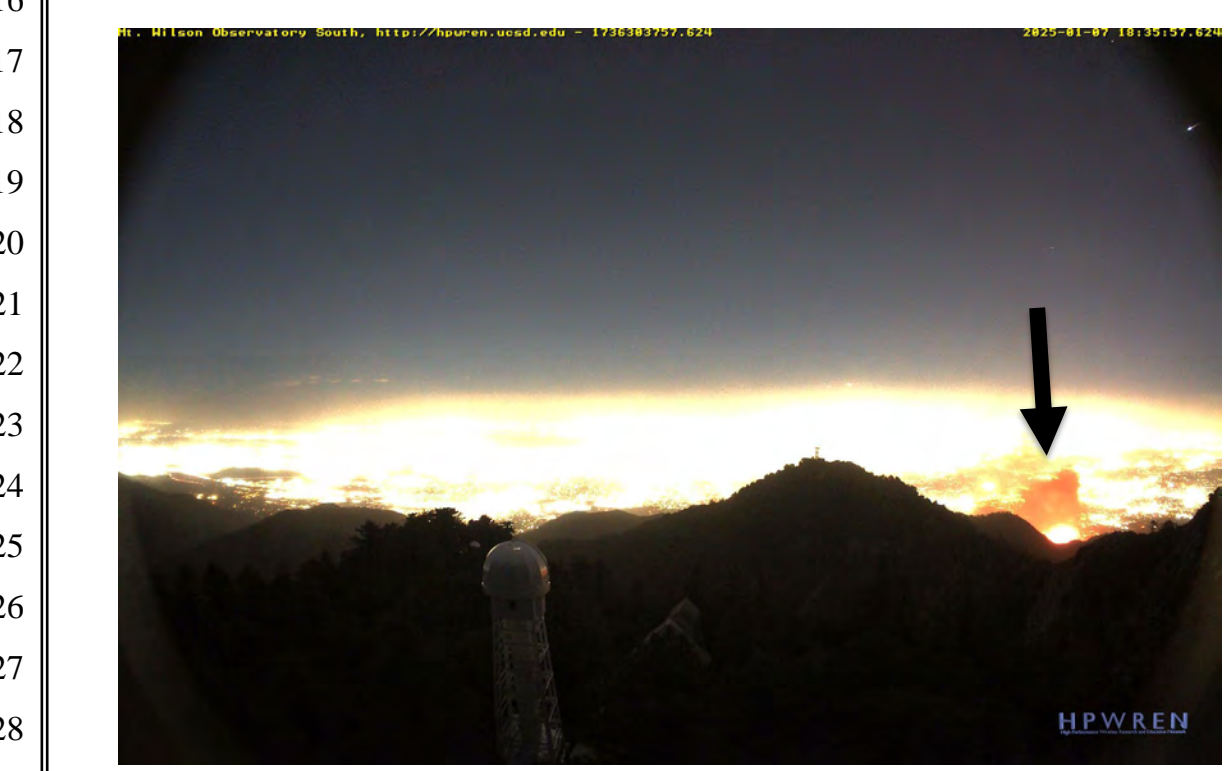


27 ¹⁹ Mount Wilson Observatory – Camera named WILSON-S-MOBO-C, High Performance Wireless Research &
28 Education Network, UNIVERSITY OF CALIFORNIA SAN DIEGO, (Jan. 7, 2025)
<https://www.hpwren.ucsd.edu/cameras/S/SD/wilson.html> (last accessed Jan. 8, 2025).

1 After the Eaton Fire became visible at 6:29 pm on January 7, 2025 (annotated below):

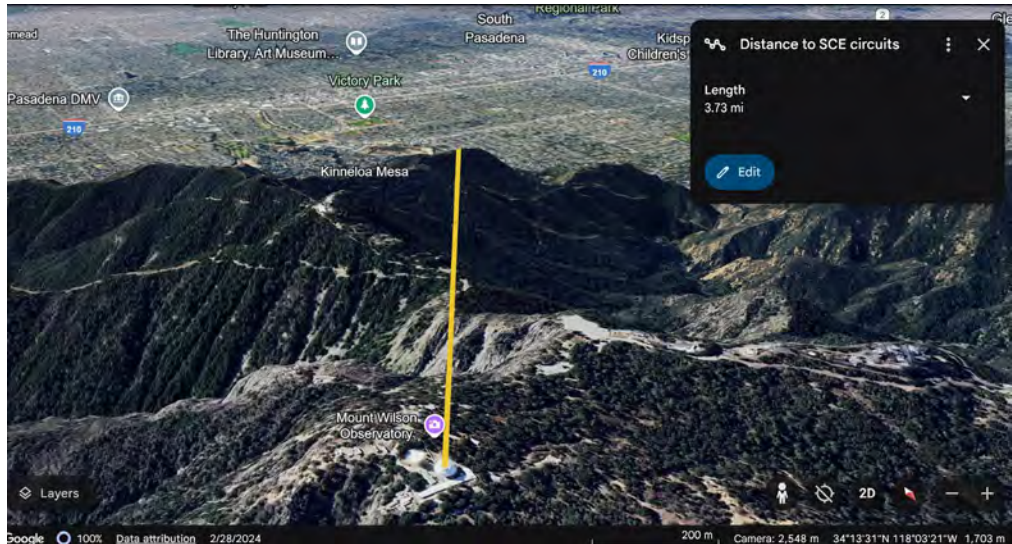


15 By 6:35 pm the Eaton Fire is clearly visible (annotated below):



1 22. A timelapse video from Mount Wilson Observatory’s south camera shows the
2 progression of the Eaton Fire at its incipient stages.²⁰

3 23. Satellite imagery on Google Earth confirms that this view from Mount Wilson’s
4 Observatory south-facing camera is pointed toward the General Origin Area of the Eaton Fire
5 where SCE’s overhead circuit lines traverse Eaton Canyon, just 3.73 miles from the observatory
6 as the crow flies.²¹



16 24. At 6:35 p.m. on January 7th, University of California San Diego’s ALERT
17 California cameras titled College Peak 1 (looking northwest) and Verdugo Peak 2 (looking east)

23 ²⁰ *Mount Wilson Observatory – Camera named WILSON-S-MOBO-C*, High Performance Wireless Research &
24 Education Network, UNIVERSITY OF CALIFORNIA SAN DIEGO, (Jan. 7, 2025) available at
25 [https://www.dropbox.com/scl/fi/7587oi2p6ejylazv1axb3/Mt-Wilson-Video-of-Eaton-Fire-Camera-South-
Q7.mp4?rlkey=6tx0sf3ul8dbe2in5k5z6vbts&st=9smode4d&dl=0](https://www.dropbox.com/scl/fi/7587oi2p6ejylazv1axb3/Mt-Wilson-Video-of-Eaton-Fire-Camera-South-Q7.mp4?rlkey=6tx0sf3ul8dbe2in5k5z6vbts&st=9smode4d&dl=0) and
26 [https://www.dropbox.com/scl/fi/hnceruljy586lluj0bpqq/Mt-Wilson-Video-of-Eaton-Fire-Camera-South-
Q8.mp4?rlkey=7tmzofsvh9dq2ytp4tz1a8a5a&st=jeazga6c&dl=0](https://www.dropbox.com/scl/fi/hnceruljy586lluj0bpqq/Mt-Wilson-Video-of-Eaton-Fire-Camera-South-Q8.mp4?rlkey=7tmzofsvh9dq2ytp4tz1a8a5a&st=jeazga6c&dl=0).

27 ²¹ Google Earth, accessed Jan. 8, 2025, available at [https://earth.google.com/web/@34.21152362,-
118.0681458,1387.20348017a,5779.22055199d,35y,-140.06522327h,62.23730088t,-
0r/data=CgRCAggBMikKJwolCiExTGw2S0pzdNB0bzJtT2c1ZzhBNTVQZk04SUFIRDI5TjIlgAToDCgEwQgIIAEo
28 HCJuH2BUQAQ](https://earth.google.com/web/@34.21152362,-118.0681458,1387.20348017a,5779.22055199d,35y,-140.06522327h,62.23730088t,-0r/data=CgRCAggBMikKJwolCiExTGw2S0pzdNB0bzJtT2c1ZzhBNTVQZk04SUFIRDI5TjIlgAToDCgEwQgIIAEoHCJuH2BUQAQ).

1 captured moments shortly after ignition of the Eaton Fire where flames can be seen emanating
2 from the hillside in the images below.²²

3 College Peak 1 Camera:



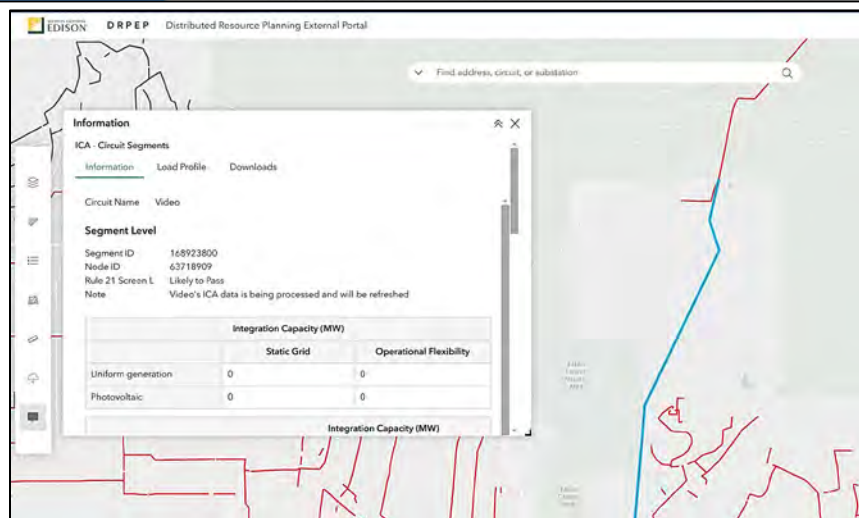
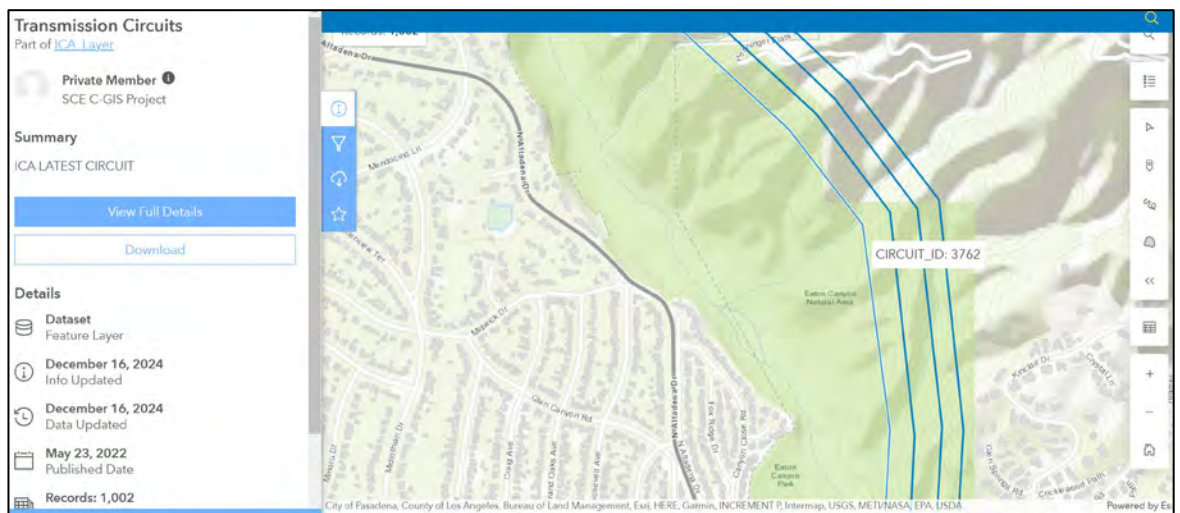
14 Verdugo Peak 2 Camera:



26 ²² Eaton Fire, ALERT California, UNIV. OF CAL., SAN DIEGO, (Jan. 7, 2025), accessible at
27 <https://app.watchduty.org/i/40388> (last accessed Jan. 8, 2025); *see also* New brush fire erupts in Eaton Canyon area
28 near Altadena, ABC7 (Jan. 7, 2025) available at https://www.youtube.com/watch?v=fiJCG5ydY_I (last accessed on Jan. 8, 2025).

1 25. Liam Winstead, a staff reporter for Watch Duty, a 501(c)(3) nonprofit organization
 2 focused on disseminating public safety information, reported on January 7th at 6:23 p.m. that
 3 “Resources responding to a reported vegetation fire are advising of a large glow on the hillside,
 4 per radio traffic.”²³ This reporting confirms the ALERT California and Mount Wilson Observatory
 5 video footage of the fire igniting on the hillside above Altadena in Eaton Canyon.

6 26. Upon information and belief, Plaintiffs allege that SCE operated high voltage
 7 transmission and distribution lines in Eaton Canyon on circuits that traversed the general origin
 8 area.²⁴



23 Liam Winstead, *Eaton Fire*, WATCH DUTY, (Jan. 7, 2025) <https://app.watchduty.org/i/40388> (last accessed Jan. 8, 2025)

24 *SCE C-GIS Project, Transmission Circuits*, S. CAL. EDISON CO., <https://drpep-sce2.opendata.arcgis.com/maps/23f48820904b46c38f0d4f2d75c69d23/about> (last accessed Jan. 8, 2025); *see also* Distributed Resource Planning External Portal, S. CAL. EDISON CO., <https://drpep.sce.com/drpep/?page=Page>.

1 27. SCE operated a 16 kV distribution circuit called the Video Circuit which flows
2 from the Eaton substation through Eaton Canyon up to the Mount Wilson Observatory. According
3 to satellite imagery from Google Earth taken on December 1, 2023, the Video distribution circuit
4 passes directly between two of SCE’s high-voltage transmission towers about 120 yards away
5 from the end of Glen Springs Road in the Kinneloa Mesa neighborhood of Pasadena.



19 28. SCE confirmed in its January 8th press release that “The Eaton Fire began Tuesday
20 afternoon in SCE’s service area. **SCE has transmission facilities on the east side of Eaton**
21 **Canyon. SCE’s distribution lines immediately to the west of Eaton Canyon were de-**
22 **energized well before the reported start time of the fire, as part of SCE’s Public Safety Power**
23 **Shutoff (PSPS) program. SCE is currently conducting a review of the event.” (emphasis added).²⁵**

24 29. Defendant’s principal manager Paul Pimental submitted an Electric Safety Incident
25 Report (“ESIR”) on January 9, 2025, at 6:09 p.m., stating:

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²⁵ Edison International Provides Update on Southern California Wildfires and SCE Power Outages, S. CAL. EDISON Co., <https://newsroom.edison.com/releases/edison-international-provides-update-on-southern-california-wildfires-and-sce-power-outages> (last accessed Jan. 8, 2025) (emphasis added).

1 SCE submits this report out of an abundance of caution because the incident may
2 meet the technical reporting criteria. The Eaton Fire has received significant media
3 attention and has caused property damage exceeding \$200,000. SCE received
4 evidence preservation notices from counsel representing insurance companies in
5 connection with the fire, and there are online publications that seemingly suggest
6 SCE equipment may be associated with its cause. Therefore, the incident is
7 arguably “allegedly attributable to utility facilities,” which technically triggers this
8 report. To date, no fire agency has suggested that SCE’s electric facilities were
9 involved in the ignition or requested the removal and retention of any SCE
10 equipment. **Additionally, preliminary analysis by SCE of electrical circuit
11 information for the energized transmission lines going through the area for 12
12 hours prior to the reported start time of the fire shows no interruptions or
13 electrical or operational anomalies until more than one hour after the reported
14 start time of the fire.** Aside from the preservation notices suggesting SCE’s
15 potential involvement and significant media attention surrounding the fire, we do
16 not believe this incident meets the reporting requirements. (emphasis added).²⁶

11 30. SCE admits through this ESIR that its transmission lines traversing Eaton Canyon
12 were energized at the time of the ignition of the Eaton Fire; whereas, in contrast, it previously
13 stated that it preemptively de-energized its distribution lines to the west of Eaton Canyon
14 (presumably on its Lamanda 16 kV distribution circuit) “well before the reported start time of the
15 fire, as part of SCE’s Public Safety Power Shutoff (PSPS) program.”²⁷ Notably, SCE did not state
16 that its distribution lines in Eaton Canyon or to the east of Eaton Canyon were de-energized at the
17 time the Eaton Fire ignited.

18 31. Plaintiffs allege upon information and belief that despite the presence of extremely
19 dangerous fire weather conditions sufficient to justify de-energization of some of its distribution
20 lines in the same area, SCE made the deliberate choice to not change the mode of operation and/or
21 de-energize its other lines traversing Eaton Canyon.

22 32. Data from Whisker Labs, a company that uses a sensor network to monitor grids
23 across the United States, showed that some homes in SCE’s service area in Altadena near Eaton

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25 ²⁶ Electric Safety Incident Report, S. CAL. EDISON CO., (Jan. 9, 2025 at 6:09 PM)
26 https://download.edison.com/406/files/202501/esir-20250109-eaton-fire.pdf?Signature=LuSvW3aEaZQpOgejcdxuZJJzOWw%3D&Expires=1736565856&AWSAccessKeyId=AKIAJX7XEOOELCYGIVDQ&versionId=bhKxbjSb3Fr7VUrSNeBM46KOUwbV_RoH&response-content-disposition=attachment (last accessed Jan. 10, 2025) (emphasis added).

27 ²⁷ *Edison International Provides Update on Southern California Wildfires and SCE Power Outages*, S. CAL. EDISON
28 Co., <https://newsroom.edison.com/releases/edison-international-provides-update-on-southern-california-wildfires-and-sce-power-outages> (last accessed Jan. 8, 2025) (emphasis added).

1 Canyon were still energized around 6:15 p.m., further confirming that SCE’s distribution circuits
2 in Eaton Canyon and to the east of Eaton Canyon likely were energized at the time the Eaton Fire
3 ignited.²⁸

4 33. On Friday, January 3, 2025, at 3:17 p.m., the National Weather Service Los Angeles
5 (“NWS-Los Angeles”) issued a Fire Weather Watch effective from Tuesday, January 7th, through
6 Friday, January 10th in Los Angeles and Ventura Counties. NWS-Los Angeles noted Critical Fire
7 Conditions would be present and that “any fire starts may grow rapidly in size with extreme fire
8 behavior.”²⁹

9 34. On January 5th, Los Angeles County and NWS-Los Angeles issued a Red Flag
10 Warning and High Wind Warning for most of Los Angeles County.³⁰ In its alert, NWS-Los
11 Angeles specifically stated, “Widespread damaging wind gusts 50-80 mph, Isolated 80-100 mph
12 for mountains/foothills.” Eaton Canyon, being in the mountains of Los Angeles County, was at
13 risk of 80-100 mph wind gusts and yet SCE decided to keep many parts of its distribution circuit
14 in and near Eaton Canyon energized.



25 ²⁸ See Brianna Sacks, *Did power lines help start the L.A. fires? What we know*, WASHINGTON POST, (Jan 10, 2025)
26 <https://www.washingtonpost.com/weather/2025/01/10/eaton-fire-southern-california-edison/> (last accessed Jan. 11,
2025).

27 ²⁹ @NWSLosAngeles, X.COM, NATIONAL WEATHER SERVICE LOS ANGELES, (Jan. 3, 2025 at 3:17 PM)
<https://x.com/NWSLosAngeles/status/1875320550094147720> (last accessed Jan. 8, 2025).

28 ³⁰ @NWSLosAngeles, X.COM, NATIONAL WEATHER SERVICE LOS ANGELES, (Jan. 5, 2025 at 3:34 PM)
<https://x.com/ReadyLACounty/status/1876049706494972360> (last accessed Jan. 8, 2025).

1 35. On January 6th at 6:47 p.m., NWS-Los Angeles Issued another alert stating:
2 “HEADS UP!!! A LIFE-THREATENING, DESTRUCTIVE, Widespread Windstorm is expected
3 Tue afternoon-Weds morning across much of Ventura/LA Co. Areas not typically windy will be
4 impacted. See graphic for areas of greatest concern. Stay indoors, away from windows, expect
5 power outages.”³¹ Specifically, NWS-Los Angeles stated that its Locations of Greatest Concern
6 included the San Gabriel Valley, Pasadena, and Altadena from the afternoon of Tuesday January
7 7th to the morning of Wednesday January 8th.



16 36. On January 6th at 6:47 p.m., NWS-Los Angeles declared the Red Flag warning to
17 be a “Particularly Dangerous Situation” warning of “widespread damaging wind gusts 50-80 mph,
18 Isolated 80-100 mph for risk mountains/foothills. Downed Trees and power outages. Use extreme
19 caution with any potential ignition sources.”³²

20 37. NWS-Los Angeles warnings proved highly accurate: on January 7th it recorded
21 wind gusts as high as 99 miles per hour in Altadena.³³

25 ³¹ @NWSLosAngeles, X.COM, NATIONAL WEATHER SERVICE LOS ANGELES, (Jan. 6, 2025 at 11:00 AM)
26 <https://x.com/NWSLosAngeles/status/1876343016526598292> (last accessed Jan. 8, 2025).

27 ³² @NWSLosAngeles, X.COM, NATIONAL WEATHER SERVICE LOS ANGELES, (Jan. 6, 2025 at 6:47 PM)
28 <https://x.com/NWSLosAngeles/status/1876460729848782871> (last accessed Jan. 8, 2025).

³³ Renee Straker, *Senior Centers Frantically Evacuated As Eaton Wildfire Closed In On Altadena, California*,
WEATHER.COM, (Jan. 8, 2025) <https://weather.com/news/news/2025-01-08-senior-centers-evacuated-amid-eaton-wildfire-altadena-california> (last accessed Jan. 10, 2025).

38. In its California Fire Weather Annual Operating Plan, the California Wildfire Coordinating Group defined a “Red Flag Warning Particularly Dangerous Situation” classification to “highlight exceptional fire weather conditions (combination of meteorological and fuels) considered rare and/or especially impactful to the public and firefighting community.”³⁴ These risks are so exceptional that they represent the *most severe hazard* the National Weather Service can designate according to its own Red Flag Weather Matrix.

Red Flag Weather Matrix		Sustained Winds				
		<6 mph	6--11 mph	12-20 mph	21-29 mph	30+ mph
Humidity	Daytime Min <29-42% and/or Night Max 60-80%	Green	Green	Yellow	Orange	Red (RFW)
	Daytime Min <19-28% and/or Night Max 46-60%	Green	Yellow	Orange	Red (RFW)	Red (RFW)
	Daytime Min <9-18% and/or Night Max 31-45%	Yellow	Orange	Red (RFW)	Red (RFW)	Red (RFW)
	Daytime Min <9% and/or Night Max <31%	Orange	Red (RFW)	Red (RFW)	Red (RFW)	Purple (PDS RFW)

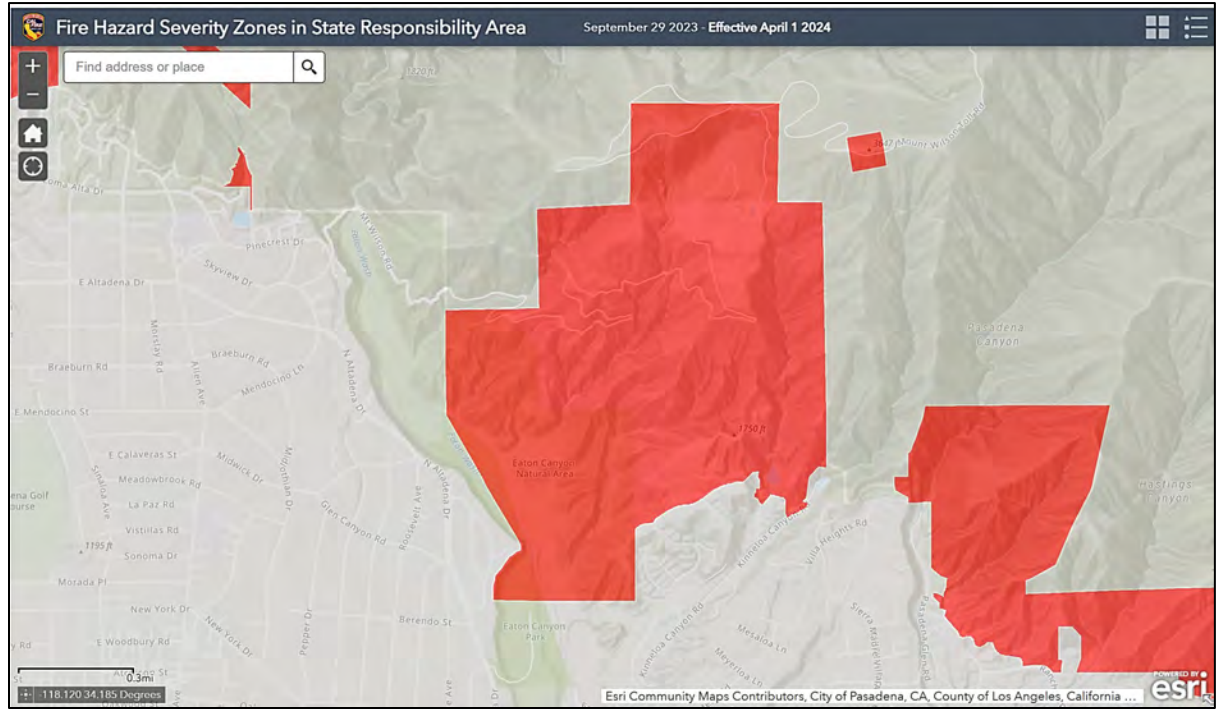
39. Defendant SCE states that it de-energized its distribution lines to the west of Eaton Canyon through a Public Safety Power Shutoff (“PSPS”) on January 7, 2025, recognizing the NWS-LA’s severe PDS Red Flag Warning on January 6, 2025.

40. According to the CAL FIRE’s map of Fire Hazard Severity Zones in Los Angeles County, the Eaton Fire’s General Area of Origin was located in a red zone – also referred to as a “Very High Fire Hazard Severity Zone” (“Red Zone”).³⁵ This classification put Defendant SCE on notice to use heightened safety measures and increased precautions when operating its electrical equipment in the Red Zone. Additionally, CAL FIRE continuously updates its Fire Hazard Severity Zone Viewer. This viewer has the Eaton Fire’s General Area of Origin labeled with an

³⁴ California Fire Weather Annual Operating Plan 2024, CALIFORNIA WILDFIRE COORDINATING GROUP, (Apr. 30, 2024), available at https://www.weather.gov/media/wrh/cafw/2024_CA_FIRE_AOP.pdf (last accessed 11-08-24).

³⁵ CAL FIRE’s Fire Hazard Severity Zones in State Responsibility Area Map, CAL. DEPT. OF FORESTRY AND FIRE PROTECTION, <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones> (last accessed Jan. 8, 2025).

1 overlay as “VHFHSZ” standing for Very High Fire Hazard Severity Zone.³⁶ The following
2 screenshot was taken of CAL FIRE’s Fire Hazard Severity Viewer and depicts the Eaton Fire’s
3 area of origin in the VHFHSZ zone.



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16 41. Plaintiffs are informed and believe that on January 7, 2025, at approximately 6:18
17 p.m., an electrical failure occurred on energized overhead power lines owned, operated, and
18 controlled by Defendant SCE, causing an arc and/or electrical sparks that ignited susceptible
19 ground vegetation below and resulting in the ignition of the Eaton Fire.

20 42. Upon information and belief, and as set forth in more detail below, Plaintiffs allege
21 the Eaton Fire was caused by Defendant SCE’s negligence in: (1) failing to de-energize its overhead
22 distribution and/or transmission power lines traversing Eaton Canyon on the evening the Eaton
23 Fire started despite a Red Flag PDS warning being issued by the National Weather Service the day
24 before the ignition of the Eaton Fire; (2) failing to appropriately set and/or change the mode of
25 operation of its overhead distribution and/or transmission power lines including but not limited to
26 relay settings, fast trip schemes, and recloser settings; (3) failing to design, operate, and/or
27 maintain its overhead electrical facilities in a safe manner including but not limited to adequate
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³⁶ *Id.*

1 clearances, loading, shielding angles, spacing, sagging, splicing, staggering, tensioning, and
2 grounding of its overhead distribution and/or transmission power lines and equipment; (4) failing
3 to underground the subject sections of its overhead distribution and/or transmission power lines;
4 (5) failing to replace its overhead conductor with covered conductor on subject section of its
5 distribution circuit; (6) failing to identify, inspect, repair and/or replace various electrical
6 equipment on its overhead distribution and/or transmission towers and lines which were at risk of
7 failing, including but not limited to insulators, insulator pins, tie wires, jumpers and connectors,
8 nuts and bolts, and hooks; and/or (7) failing to abate and/or remove vegetation around its overhead
9 distribution and/or transmission towers and electrical equipment in compliance with Public
10 Resources Code § 4292.

11 43. SCE had a duty to properly construct and maintain its electrical infrastructure and
12 manage the surrounding vegetation. Plaintiffs allege, on information and belief, that SCE violated
13 these duties by knowingly operating aging and improperly-maintained infrastructure. SCE was
14 well aware of the risks of negligently operating its electrical equipment. According to CAL FIRE
15 and a variety of local firefighting authorities, SCE's overhead electrical equipment was the cause
16 of the 2017 Thomas Fire, the 2018 Woolsey Fire, the 2019 Easy Fire, and the 2022 Coastal Fire,
17 among others.³⁷

18 44. Had SCE acted responsibly, the Eaton Fire could have been prevented.

19 **JURISDICTIONAL ALLEGATIONS**

20 45. At all relevant times, Defendants are and were utility companies providing
21 electrical power and services to residents of Southern California, including those in Los Angeles
22 County.

23 46. This Court has subject matter jurisdiction over this matter pursuant to California
24 Code of Civil Procedure Section 395(a) because, at all relevant times, Defendants conducted
25 significant business within Los Angeles County, State of California, rendering the exercise of

26 _____
27 ³⁷ Nathaniel Percy, 'Electrical event' involving SCE power line caused destructive 2022 fire in Laguna Niguel, OCFA
28 report claims, ORANGE COUNTY REGISTER, (Oct. 8, 2024) available at
<https://www.oregister.com/2024/10/08/electrical-event-involving-sce-power-line-caused-destructive-2022-fire-in-laguna-niguel-report-says/>.

1 jurisdiction over Defendants by California courts consistent with the traditional notions of fair play
2 and substantial justice. The amount in controversy exceeds the jurisdictional minimum of this
3 Court.

4 47. Plaintiffs filed this complaint in the County of Los Angeles in the State of
5 California. Defendants are incorporated and do business in this State and have a principal place of
6 business in the City of Rosemead, County of Los Angeles, State of California. Accordingly, this
7 Court has jurisdiction over this matter pursuant to California Code of Civil Procedure section
8 410.10.

9 48. Venue is proper in this County, pursuant to California Code of Civil Procedure
10 Section 395.5 because, at all relevant times, the Defendants' principal place of business was and
11 is situated in and/or Defendant's wrongful conduct occurred in the County of Los Angeles.

12 **PLAINTIFFS**

13 49. Plaintiff(s) in this case were and are individuals and other legal entities who were,
14 at all times relevant to this pleading, homeowners, renters, business owners, and other individuals
15 and entities who suffered and/or continue to suffer personal injuries, property losses, business
16 losses, emotional distress, and/or other damages from the Eaton Fire. Plaintiff(s) are residents of
17 Los Angeles County who own or lease real property in Los Angeles County, and/or owned the
18 affected properties at issue in this action, and/or were at all relevant times present at or near the
19 affected properties.

20 50. Specifically, Plaintiff JEREMY GURSEY, at all relevant times herein owned
21 property in a census designated place of Altadena, in the County of Los Angeles, State of
22 California. Plaintiff JEREMY GURSEY owned property located at 2076 Lake Avenue Altadena,
23 California 91001 which was destroyed by the Eaton Fire.

24 51. The Eaton Fire damaged the Plaintiffs' real and personal property, and/or forced
25 them to evacuate their homes for many days, and/or caused each of them emotional distress. Minor
26 children also reside at the affected properties, and will be named plaintiffs.

27 //

28 //

1 **DEFENDANTS**

2 52. Plaintiffs, upon information and belief, allege that Defendant SCE is and was at all
3 relevant times, a privately-owned public utility organized and existing under the laws of the State
4 of California in the business of providing electricity to the real property owned by Plaintiffs, and
5 located in Los Angeles County, California.

6 53. SCE, based in Los Angeles County, is one of the nation’s largest electric utilities -
7 serving a 50,000 square-mile area within Central, Coastal, and Southern California. It is wholly
8 owned by Edison International, which has a market capitalization of over \$32 billion.³⁸ SCE’s
9 assets total approximately \$81.4 billion.³⁹ On August 22, 2024, SCE and Edison International
10 declared multiple third-quarter dividends for 2024 to their shareholders including a “semiannual
11 dividend of \$26.875 per share on the 5.375% Fixed-Rate Reset Cumulative Perpetual Preferred
12 Stock, Series A” and a “semiannual dividend of \$25.00 per share on the 5.00% Fixed-Rate Reset
13 Cumulative Perpetual Preferred Stock, Series B.”⁴⁰

14 54. SCE is both an “Electrical Corporation” and a “Public Utility” pursuant to,
15 respectively, §§ 218(a) and 216(a) of the California Public Utilities Code. SCE is in the business
16 of providing electricity to more than 14 million residents, including Plaintiffs, in a 50,000 square-
17 mile area of Central, Coastal and Southern California cities, including, Los Angeles County
18 through a network of electrical transmission and distribution lines.

19 55. At all times mentioned herein, SCE was the supplier of electricity to members of
20 the public in Los Angeles County, and elsewhere in Southern California. At all relevant times,
21 SCE installed, constructed, built, maintained, and operated overhead power lines, together with
22 supporting utility poles and attached electrical equipment, for the purpose of conducting electricity

23 _____
24 ³⁸ See *Stock Quote*, EDISON INT’L, <https://www.edison.com/investors/stock-information/stock-quote> (last accessed
Jan. 8, 2025).

25 ³⁹ See *2023 Financial & Statistical Report*, EDISON INT’L AND SOUTHERN CALIFORNIA EDISON CO., at p.5, (Mar. 18,
2024) [https://download.edison.com/406/files/202403/2023-financial-statistical-
report.pdf?Signature=KZi4K%2B6JTum%2BvTQnJYz%2FMDIg2Xs%3D&Expires=1731264374&AWSAccessKey
Id=AKIAJX7XE0OELCYGIVDQ&versionId=tuMWpxCORG2LsXM9WOqBIR8J50oEM.Z_&response-content-
disposition=attachment](https://download.edison.com/406/files/202403/2023-financial-statistical-report.pdf?Signature=KZi4K%2B6JTum%2BvTQnJYz%2FMDIg2Xs%3D&Expires=1731264374&AWSAccessKeyId=AKIAJX7XE0OELCYGIVDQ&versionId=tuMWpxCORG2LsXM9WOqBIR8J50oEM.Z_&response-content-disposition=attachment) (last accessed Jan. 8, 2025).

27 ⁴⁰ *Edison International, Southern California Edison Declare Q3 Dividends*, EDISON INT’L AND SOUTHERN
28 CALIFORNIA EDISON CO., (Aug. 22, 2024) [https://newsroom.edison.com/releases/edison-international-southern-
california-edison-declare-q3-dividends-6904582](https://newsroom.edison.com/releases/edison-international-southern-california-edison-declare-q3-dividends-6904582) (last accessed Jan. 8, 2025).

1 for delivery to members of the general public. Furthermore, on information and belief, SCE is
2 responsible for maintaining vegetation near, around, and in proximity to their electrical equipment
3 in compliance with State regulations, specifically including, but not limited to Public Resource
4 Code § 4292, California Public Utilities Commission (“CPUC”) General Order 95, and CPUC
5 General Order 165.

6 56. SCE has at least \$1 billion in wildfire insurance.

7 **DOE DEFENDANTS**

8 57. The true names and capacities, whether individual, corporate, associate, or
9 otherwise of the Defendant Does 1 through 100, inclusive, are unknown to Plaintiffs who sue said
10 Defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs
11 further allege that each of said fictitious Defendants are in some manner responsible for the acts
12 and occurrences hereinafter set forth. Plaintiffs will amend this Complaint to show their true names
13 and capacities when the same are ascertained, as well as the manner in which each fictitious
14 Defendant is responsible.

15 58. The term “Defendants” used throughout this complaint refers to SCE, and DOES 1
16 through 100 and each of them. At all relevant times, each of the Defendants, including DOES 1
17 through 100, were the representative, agent, servant, employee, joint venturer, or alter ego of each
18 of the remaining Defendants, and in doing the things alleged herein was at all times acting within
19 the course and scope of said agency and employment, and each Defendant has ratified and
20 approved the acts of the remaining Defendants.

21 **GENERAL ALLEGATIONS**

22 59. Plaintiffs incorporate by reference each and every allegation contained above, as
23 though fully set forth herein.

24 **SCE Had a Non-Delegable, Non-Transferable Duty to Safely Maintain Its Electrical**
25 **Infrastructure**

26 60. At all times prior to January 7, 2025, SCE had a non-delegable, non-transferable
27 duty to properly construct, inspect, maintain, repair, manage and/or operate its electrical power
28

1 lines, power poles, transmission towers and appurtenant electrical equipment and to keep
2 vegetation properly maintained as to prevent the foreseeable risk of fire.

3 61. In the construction, inspection, repair, maintenance, ownership, and/or operation of
4 its power lines, power poles, transmission circuits, and other electrical equipment, SCE had an
5 obligation to comply with a number of statutes, regulations, orders and standards, as detailed
6 below.

7 62. SCE is required to comply with a number of design standards for its electrical
8 equipment, as stated in CPUC General Order 95. In extreme fire areas, like the Red Zone
9 surrounding the Eaton Fire’s General Area of Origin, SCE must also ensure that its power lines
10 and utility towers can withstand winds of up to 92 miles per hour. Further, SCE must follow
11 applicable vegetation management standards to protect the public from fire. Pursuant to Public
12 Resources Code § 4292, SCE is required to “maintain around adjacent to any pole or tower which
13 supports a switch, fuse, transformer, lighting arrester, line junction, or dead end or comer pole, a
14 firebreak which consists of clearing not less than 10 feet in each direction from the outer
15 circumference of such pole or tower.”

16 63. SCE’s own Transmission Inspection and Maintenance Program (“TIMP”) requires
17 that it clears vegetation beneath high-voltage transmission lines (ranging from 115 kV to 500 kV)
18 in high fire risk areas not less than 18 feet.⁴¹

19 64. Further, pursuant to CPUC General Order 165, SCE is also required to inspect its
20 transmission facilities and distribution lines to maintain a safe and reliable electric system.
21 Specifically, SCE must conduct “patrol” inspections of all of its overhead facilities annually in
22 Extreme or High Fire areas, which includes Los Angeles County and more specifically, the
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27 ⁴¹ Transmission Inspection and Maintenance Program, S. CAL. EDISON CO., (June 24, 2022)
28 [https://www.sce.com/sites/default/files/AEM/Supporting%20Documents/2023-
2025/Transmission%20Inspection%20and%20Maintenance%20Program%20\(TIMP\).pdf](https://www.sce.com/sites/default/files/AEM/Supporting%20Documents/2023-2025/Transmission%20Inspection%20and%20Maintenance%20Program%20(TIMP).pdf) (last accessed Jan. 10,
2025).

1 General Area of Origin.⁴² SCE is also required to inspect transmission and distribution facilities
2 in high fire risk areas with detailed inspections by senior patrolmen.⁴³

3 65. SCE is also required to conduct overhead inspections of its transmission circuits
4 and distribution circuits to inspect for physical damage to its electrical apparatus including but not
5 limited to mechanical wear, damage, corrosion, foreign objects, clearances, sagging, tensioning,
6 and the overall condition of the physical components of the towers, lines, and connected electrical
7 apparatus.⁴⁴

8 66. SCE knew or should have known that such standards and regulations were
9 minimum standards, and that SCE has a duty to identify and manage the growth of vegetation near
10 its towers, power poles, and power lines that posed a foreseeable risk of igniting and starting a fire
11 in the event of an electrical equipment failure.

12 **SCE's Overloaded Utility Poles**

13 67. SCE knew about the significant risk of wildfires caused by its aging and over-
14 loaded utility towers and power poles years before the Eaton Fire began:

15 (a) **The 2007 Fire Siege in Southern California:** In October 2007, strong Santa
16 Ana winds swept across Southern California and caused dozens of wildfires.
17 Several of the worst wildfires were reportedly caused by downed power lines. One
18 of these fires was the Malibu Canyon Fire, which started on October 21, 2007 at
19 approximately 4:30 a.m. A subsequent investigation by the PUC's Safety and
20 Enforcement Division ("SED") determined that the fire was caused when three
21 wooden utility poles broke and fell to the ground as a result of strong Santa Ana
22 winds in Malibu Canyon, Los Angeles County. The resulting fire burned 3,846
23 acres, destroyed 14 structures and 36 vehicles and caused damaged to 19 other

24 _____
25 ⁴² PUC GO 165, Table 1, https://www.cpuc.ca.gov/gos/GO165/GO_165_table.html

26 ⁴³ Transmission Inspection and Maintenance Program, S. CAL. EDISON CO., (June 24, 2022)
27 [https://www.sce.com/sites/default/files/AEM/Supporting%20Documents/2023-
2025/Transmission%20Inspection%20and%20Maintenance%20Program%20\(TIMP\).pdf](https://www.sce.com/sites/default/files/AEM/Supporting%20Documents/2023-2025/Transmission%20Inspection%20and%20Maintenance%20Program%20(TIMP).pdf) (last accessed Jan. 10,
2025); *see also* Distribution Inspection and Maintenance Program, S. CAL. EDISON CO., (Oct. 28, 2022)
28 [https://www.sce.com/sites/default/files/AEM/Supporting%20Documents/2023-
2025/Distribution%20Inspection%20and%20Maintenance%20Program%20\(DIMP\).pdf](https://www.sce.com/sites/default/files/AEM/Supporting%20Documents/2023-2025/Distribution%20Inspection%20and%20Maintenance%20Program%20(DIMP).pdf) (last accessed Jan. 11, 2025).

⁴⁴ *Id.*

1 structures. Those utility poles and overhead supply and communications facilities
2 were owned and operated by SCE, Verizon Wireless, AT&T Mobility, LLC, Spring
3 Communications Company, LP, and NextG Networks of California. The SED
4 investigated the incident and found SCE and the communications companies which
5 owned the three poles in violation of PUC General Order 95 (“GO 95”).
6 Specifically, SED found that the wind at the time of the fire was approximately 50
7 miles per hour. According to GO 95, Rule 44, the type of poles involved were
8 required to be designed and constructed with a safety factor of 4.0, and able to
9 withstand winds up to 92.4 miles per hour. The SED found SCE and the other
10 owners and operators of the poles and attached facilities to be in violation of Rules
11 12, 31, 43 and 44 in GO 95 for failing to properly inspect and maintain their poles
12 and facilities to prevent the safety factors from falling below the minimum
13 requirements. SCE agreed to a settlement with the PUC and a \$37 million fine and
14 agreed to conduct a safety audit and remediation of its utility poles in the Malibu
15 area.

16 **(b) The 2011 Windstorm:** On November 30, 2011 and December 1, 2011, Santa
17 Ana winds swept through SCE’s territory, knocking down utility facilities,
18 uprooting trees, and causing prolonged power outages. Two-hundred forty-eight
19 (248) wood utility poles and 1,064 overhead electrical lines were affected. A total
20 of 440,168 customers lost power during this wind event. SED performed an
21 investigation and concluded that SCE and communication providers who jointly
22 owned utility poles violated GO 95 because at least 21 poles and 17 guy wires were
23 overloaded in violation of the safety factor requirements codified in GO 95, Rule
24 44.1.

25 **(c) SCE Pole Loading Study:** As part of SCE’s 2012 General Rate Case, the
26 CPUC ordered SCE to conduct a statistically-valid sampling of SCE-owned and
27 jointly-owned utility poles to determine whether the pole loading complied with
28 current legal standards. SCE’s study, released on My 31, 2013, found that 22.3%

1 of the 5,006 poles tested failed to meet current design standards. In November 2013,
2 the SED sent a letter to the CPUC Commissioners discussing SCE's study and
3 recommended the following changes in policy:

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

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

1 pole loading safety factors and that these revisions reduced the percentage of poles
2 needing remediation to just 9%. Additionally, SCE disclosed in its 2018 General
3 Rate Case that it had failed to meet its 2015 projections to assess and repair
4 overloaded poles. Specifically, SCE admitted that it had only conducted 142,519
5 out of the projected 205,000 pole assessments in 2015. As a result, SCE announced
6 in its 2018 General Rate Case that it was changing the duration of its PLP from 7
7 years to 10 years to allow for fewer pole assessments each year. Additionally, SCE
8 disclosed in the 2018 General Rate Case that out of the 142,519 poles it assessed
9 in 2015, it only constructed repairs on 569 under the PLP. SCE claims “repairs may
10 be completed one or two years after the assessment, depending on whether the pole
11 is in a high fire or non-fire area.”⁴⁵

12 **Foreseeable Elevated Fire Risk**

13 68. At all times mentioned herein, Defendant was aware that the State of California had
14 been in a multi-year period of drought.

15 69. On January 17, 2014, the Governor issued an Executive Order proclaiming a State
16 of Emergency throughout the State of California due to severe drought conditions which had
17 existed for four years. On November 13, 2015, the Governor issued Executive Order B-36-15,
18 which proclaimed “[t]hat conditions of extreme peril to the safety of persons and property continue
19 to exist in California due to water shortage, drought conditions and wildfires...”⁴⁶ Although the
20 Governor issued an Executive Order in April 2017 ending the Drought State of Emergency in all
21 counties except Fresno, Kings, Tulare and Tuolumne, the declaration directed state agencies “to
22 continue response activities that may be needed to manage the lingering drought impacts to people
23 and wildlife.”⁴⁷

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28 ⁴⁵ 2018 General Rate Case, SCE, Transmission & Distribution Volume 9, Poles. (Sept. 1, 2016).

⁴⁶ Exec. Order B-36-15, Office of Gov. Edmund Brown, Jr. (Nov. 13, 2015).

⁴⁷ Exec. Order B-040-17 at 3, Office of Gov. Edmund Brown, Jr. (April 7, 2017).

1 70. According to records maintained by CAL FIRE, electrical equipment was one of
2 the leading causes of wildfires in California during 2019.⁴⁸ Thus, SCE knew of the foreseeable
3 danger of wildfire when its power lines come into contact with vegetation.

4 71. The CPUC has an online interactive Fire Map designating large swaths of Los
5 Angeles County as an “Extreme” and “Very High” fire threat zone and the General Area of Origin
6 as a Tier 3, Extreme Fire Zone.⁴⁹

7 72. SCE was put on notice by the publication of this Fire Map, first published in May
8 2016, and therefore knew well in advance of the Eaton Fire of the elevated fire risk in Los Angeles
9 County for “ignition and rapid spread of power line fires due to strong winds, abundant dry
10 vegetation, and/or other environmental conditions.”⁵⁰

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

16 **CPUC Set Funds Aside to Replace Dangerous Overhead Wire and Electrical Poles**

17 74. In its approval of Defendant’s 2021 Rate Case authorizing a 7.63 percent increase,
18 the CPUC adopted SCE’s investment in its distribution and transmission grids, substations, and
19 energy storage to modernize its grid and replace electrical poles to enhance safety and resiliency.⁵¹
20 CPUC also approved \$3.29 billion in spending on Defendant’s Wildfire Mitigation Programs
21 which included authorizing Defendant to replace 4,500 miles of overhead wire with covered
22 conductor in an effort to reduce ignitions in high fire threat areas.⁵² These allocated funds
23

24 _____
25 ⁴⁸ Historical Wildfire Activity Statistics (Redbooks), CAL FIRE, available at
https://www.fire.ca.gov/media/iy1gpp2s/2019_redbook_final.pdf

26 ⁴⁹ California Public Utilities Commission, Fire-Threat Map, (Aug. 19, 2021) [CPUC Fire Threat
Map v.3 08.19.2021.Letter Size.pdf](https://www.cpuc.ca.gov/news-and-updates/all-news/cpuc-fire-threat-map-v.3-08.19.2021-letter-size.pdf) (Last accessed Nov. 11, 2024).

27 ⁵⁰ *Id.*

28 ⁵¹ *CPUC Issues Decision in SCE’s 2021 Rate Case*, CAL. PUB. UTILITIES COMM’N, (Aug. 19, 2021),
<https://www.cpuc.ca.gov/news-and-updates/all-news/cpuc-issues-decision-in-sce-2021-rate-case> (last accessed May
16, 2022).

⁵² CPUC High Fire Viewer, <https://cpuc.firemap2.sig-gis.com/> (Last accessed Jan. 8, 2025).

1 notwithstanding, Defendant's electrical equipment and overhead power lines in Eaton Canyon
2 failed, starting the Eaton Fire.

3 **SCE Underground High-voltage Transmission Lines in Chino Hills**

4 75. Defendant SCE constructed a 500 kV underground transmission circuit through
5 Chino Hills, California, replacing steel transmission towers in a Very High Fire Hazard Severity
6 Zone Area, completing work in December 2016.⁵³

7 76. Defendant SCE has the capability and knowledge to underground high voltage
8 transmission lines in high fire risk areas as it did with its high-voltage transmission lines traversing
9 Chino Hills as part of its Tehachapi Renewable Transmission Project.⁵⁴ The undergrounding of
10 the transmission circuit is estimated to have cost \$893 million compared to \$170 million for an
11 above-ground alternative design.⁵⁵

12 **FIRST CAUSE OF ACTION**

13 **(Negligence against Defendants and Each of Them)**

14 77. Plaintiffs reallege and incorporate by reference each and every allegation contained
15 above as though set forth fully herein.

16 78. Defendants, and each of them, have a non-delegable, non-transferable duty to apply
17 a level of care commensurate with and proportionate to the danger of designing, constructing,
18 operating and maintaining electrical infrastructure, in addition to performing vegetation clearance
19 around such facilities and to remediate overloaded utility poles.

20 79. Defendants, and each of them, have a non-transferable, non-delegable duty of
21 vigilant oversight in the construction, maintenance, use, operation, repair and inspection of their

22 _____
23 ⁵³ *Transmission Towers in Chino Hills Safely Demolished to Make Way for First 500-Kilovolt Underground*
Transmission Line in the United States, S. CAL. EDISON CO., (Nov. 26, 2013)
24 [https://newsroom.edison.com/stories/transmission-towers-in-chino-hills-safely-demolished-to-make-way-for-first-](https://newsroom.edison.com/stories/transmission-towers-in-chino-hills-safely-demolished-to-make-way-for-first-500-kilovolt-underground-transmission-line-in-the-united-states)
[500-kilovolt-underground-transmission-line-in-the-united-states](https://newsroom.edison.com/stories/transmission-towers-in-chino-hills-safely-demolished-to-make-way-for-first-500-kilovolt-underground-transmission-line-in-the-united-states) (last accessed Jan. 10, 2025); *see also* Marianne
25 Naples, *Edison wraps up Tehachapi power line in Chino Hills*, CHINO VALLEY CHAMPION, (Dec. 31, 2016)
https://www.championnewspapers.com/community_news/article_59ef32a2-ceda-11e6-91d7-fb470c48319f.html (last
26 accessed Jan. 10, 2025)

27 ⁵⁴ *Id.*

28 ⁵⁵ Canan Tasci, *Edison steps up opposition to undergrounding Chino Hills power lines*, DAILY BREEZE, (May 5,
2013) [https://www.dailybreeze.com/2013/05/05/edison-steps-up-opposition-to-undergrounding-chino-hills-power-](https://www.dailybreeze.com/2013/05/05/edison-steps-up-opposition-to-undergrounding-chino-hills-power-lines/)
[lines/](https://www.dailybreeze.com/2013/05/05/edison-steps-up-opposition-to-undergrounding-chino-hills-power-lines/) (last accessed Jan. 10, 2025).

1 electrical infrastructure that are appropriate to the geographical and weather conditions affecting
2 such electrical equipment.

3 80. Defendants, and each of them, have special knowledge and expertise far above that
4 of a layperson regarding their requirements to design, engineer, construct, use, operate, maintain
5 and inspect these electrical facilities, including removal of vegetation and, repairing and replacing
6 old and aging electrical equipment so as to not cause wildfires like the Eaton Fire.

7 81. Defendants, and each of them, have negligently breached those duties by, among
8 other things:

- 9 (a) Failing to de-energize its overhead distribution and/or transmission lines and/or
10 circuits traversing Eaton Canyon on the evening the Eaton Fire started despite
11 a Red Flag PDS warning being issued by the National Weather Service the day
12 before the ignition of the Eaton Fire;
- 13 (b) Failing to appropriately set and/or change the mode of operation of the circuits
14 including but not limited to relay settings, fast trip schemes, and recloser
15 settings;
- 16 (c) Failing to design, operate, and/or maintain its overhead electrical facilities in a
17 safe manner including but not limited to adequate clearances, loading, shielding
18 angles, spacing, sagging, splicing, staggering, tensioning, and grounding of its
19 circuit equipment;
- 20 (d) Failing to underground the subject section(s) of its distribution and/or
21 transmission circuits;
- 22 (e) Failing to replace its overhead conductor with covered conductor on the subject
23 section of its circuits;
- 24 (f) Failing to identify, inspect, repair and/or replace various electrical equipment
25 on its electrical towers, poles and lines which were at risk of failing, including
26 but not limited to insulators, insulator pins, tie wires, jumpers and connectors,
27 nuts and bolts, cross-arms, v-braces, guy wires with dead ends, and hooks;
- 28

- 1 (g) Failing to conduct reasonably prompt, proper and frequent inspections of their
2 overhead electric and communications facilities;
- 3 (h) Failing to design, construct, monitor, operate and maintain their overhead
4 electric and communications facilities to withstand foreseeable Santa Ana wind
5 events and avoid igniting and/or spreading wildfires;
- 6 (i) Failing to clear vegetation within a 10-foot radius around the perimeter of all
7 utility poles and towers which supports a switch, fuse, transformer, lighting
8 arrester, line junction, or dead end or comer pole as required by Public Resource
9 Code § 4292;
- 10 (j) Failing to clear vegetation within an 18-foot radius around the perimeter of all
11 transmission towers as required by its own Transmission Inspection and
12 Maintenance Program;
- 13 (k) Failure to perform inspections of all overhead electric facilities as required by
14 CPUC General Order 165;
- 15 (l) Failing to properly investigate, screen, train and supervise employees and
16 agents responsible for maintenance and inspection of the overhead electric and
17 communications facilities and vegetation removal around such facilities; and/or
- 18 (m) Allowing fire to ignite or spread to the property of another in violation of
19 California Health & Safety Code § 13007.

20 82. The Eaton Fire was the direct, legal and proximate result of Defendant's
21 negligence.

22 83. As a direct, proximate, and legal result of said negligence, Plaintiffs suffered
23 damages as alleged herein.

24 84. At all times mentioned herein, Defendants, and each of them, failed to properly
25 inspect and maintain electrical infrastructure and equipment which they knew, given CAL FIRE's
26 Red Zone designation of the area of origin, posed a risk of harm to the Plaintiffs, and to their real
27 and personal property. Defendants, and each of them, were aware of the risk of its electrical
28 equipment igniting ground vegetation near and around its utility poles and that a fire would likely

1 result and spread rapidly. Defendant also knew that, given the then existing weather conditions,
2 said fire was likely to pose a risk of catastrophic property damage, economic loss, personal injury,
3 and/or death to the general public, including Plaintiffs.

4 85. The property damage and economic losses caused by the Eaton Fire is the result of
5 the ongoing custom and practice of Defendant of consciously disregarding the safety of the public
6 and not following statutes, regulations, standards, and rules regarding the safe operation, use and
7 maintenance of their overhead electric facilities.

8 86. On information and belief, these Defendants, and each of them, failed to properly
9 inspect and maintain their electric facilities in order to cut costs, with the full knowledge that any
10 incident was likely to result in a wildfire that would burn and destroy real and personal property,
11 displace homeowners from their homes and disrupt businesses in the fire area.

12 87. The actions of Defendants, and each of them, did in fact result in damages to
13 Plaintiffs. Defendants, and each of them, failed to maintain their distribution and/or transmission
14 circuits in Eaton Canyon in a safe manner, and/or failed to properly remove vegetation around
15 their overhead electric facilities are required by statute, and/or failed to remediate overloaded
16 utility equipment.

17 88. The negligence of Defendants, and each of them, was a substantial factor in causing
18 the Plaintiffs' damages.

19 89. Defendants' failure to comply with their duties of care proximately caused damage
20 to Plaintiffs.

21 90. As a direct, proximate, and legal result of said negligence Plaintiffs suffered
22 economic and non-economic damages, including, but not limited to property damage, loss of
23 homes, loss of structures, personal property, loss of cherished possessions, physical injury,
24 emotional distress, annoyance, disturbance, inconvenience, and mental anguish, loss of quiet
25 enjoyment of their property, and costs related to Plaintiffs' evacuation and/or relocation. Plaintiffs
26 seek treble or double damages for wrongful injuries to timber, trees, or underwood on their
27 property, as allowed under California Civil Code, Section 3346. Further, the conduct alleged
28 against Defendants in this complaint was despicable and subjected Plaintiffs to cruel and unjust

1 hardship in conscious disregard of their safety and rights, constituting oppression, for which
2 Defendant must be punished by punitive and exemplary damages in an amount according to proof.
3 The conduct of the Defendant evidences a conscious disregard for the safety of others, including
4 Plaintiffs. The Defendants' conduct was and is despicable conduct and constitutes malice as
5 defined by Civil Code Section 3294. An officer, director, or managing agent of Defendant
6 personally committed, authorized and/or ratified the despicable and wrongful conduct alleged in
7 this complaint. Plaintiffs are entitled to an award of punitive damages sufficient to punish and
8 make an example of these Defendants, and each of them.

9 91. Defendants, and each of them, were and are in a special relationship to Plaintiffs.
10 As a supplier of electrical power to many of the Plaintiffs, Defendant's operation of their electrical
11 equipment was intended to and did directly affect the Plaintiffs. As a result, it was foreseeable that
12 a massive wildfire would destroy personal and real property, force residents in the fire area to
13 evacuate, and prevent customers of businesses located within the fire area from patronizing those
14 businesses.

15 92. The Plaintiffs suffered damages, which were clearly and certainly caused by the
16 Eaton Fire, resulting in evacuations and relocations, and the cost to repair and replace their
17 damaged and/or destroyed real and personal property.

18 93. Public policy supports finding a duty of care in this circumstance due to
19 Defendant's violation of California Civil Code §§ 3479, 3480, Public Utilities Code § 2106 and
20 Health & Safety Code § 13007.

21 **SECOND CAUSE OF ACTION**

22 **(Inverse Condemnation against Defendants and Each of Them)**

23 94. Plaintiffs reallege and incorporate by reference each and every allegation contained
24 above as though set forth fully herein.

25 95. Article 1, Section 19 of the California Constitution states:

26 Private property may be taken or damaged for public use only when
27 just compensation, ascertained by a jury unless waived, has first
28 been paid to, or into court for, the owner. The Legislature may
provide for possession by the condemner following commencement
of eminent domain proceedings upon deposit in court and prompt

1 release to the owner of money determined by the court to be the
2 probable amount of just compensation.

3 96. Under California Public Utilities Code § 216(a)(1) a “Public Utility” includes
4 “every common carrier, toll bridge corporation, pipeline corporation, gas corporation, *electrical*
5 *corporation*, telephone corporation, telegraph corporation, water corporation, sewer corporation,
6 and heat corporation, where the service is performed for, *or the commodity is delivered to, the*
7 *public or any portion thereof.*” (Cal. Pub. Util. Code § 216(a)(1) [emphasis added]). At all times
8 relevant hereto, SCE was and is a public utility supplying electricity for public use in the State of
9 California, including Los Angeles County, California. Furthermore, SCE supplied electricity in
10 the subject overhead distribution and/or transmission lines for the purpose of providing electricity
11 for public use.

12 97. At all times relevant hereto, SCE owned, operated, controlled, maintained,
13 operated, inspected, repaired, and were responsible for the subject high-voltage overhead
14 distribution and/or transmission electrical power lines and electrical equipment (“Electrical
15 Equipment”) located in the General Area of Origin.

16 98. At all times relevant hereto, the Electrical Equipment was a public improvement
17 designed, constructed, and maintained for the purpose of transmitting electrical power to the
18 public.

19 99. The Electrical Equipment, as deliberately designed, constructed, and maintained by
20 SCE caused and permitted the occurrence of an electrical failure that ignited the Eaton Fire.

21 100. The following is alleged on information and belief: The system protection devices
22 on the Electrical Equipment were deliberately designed, constructed, and maintained by SCE such
23 that the Electrical Equipment would remain energized after a relay for a sufficient period to allow
24 a fire to ignite. SCE deliberately left in place old and antiquated system protection devices in order
25 to save money. SCE deliberately failed to update coordination studies and alter its equipment
26 accordingly, all in an effort to save money. SCE deliberately failed to implement fast curves and
27 set its system protection devices such that the power would remain on for longer during an
28 overcurrent event, all in an effort to avoid outages that would require troublemen to make

1 inspections – all intentionally done to save money. The risk of all of this materialized and resulted
2 in the ignition of the Eaton Fire.

3 101. SCE’s taking of property, as alleged herein, deprived Plaintiffs of the use and
4 enjoyment of their property and other damages.

5 102. As a direct result of Defendant’s taking, Plaintiffs have suffered damages as set
6 forth herein. Consequently, Plaintiffs are legally and equitably entitled to recover from Defendant
7 said damages.

8 103. On August 15, 2019, the Supreme Court of California published its holding in the
9 *City of Oroville v. Superior Court* (2019) 7 Cal. 5th 1091. In that case, the Court articulated that
10 “[a] court assessing inverse condemnation liability must find more than just a causal connection
11 between the public improvement and the damage to private property... damage to private property
12 must be *substantially caused* by an inherent risk presented by the deliberate design, construction,
13 or maintenance of the public improvement.” *Id* at 1105 [emphasis added]. In the Eaton Fire, SCE’s
14 Electrical Equipment as deliberately designed, constructed, and maintained (or not maintained),
15 substantially caused Plaintiffs’ damages and was more than a causal connection, as further
16 described in this Complaint.

17 104. SCE owned and substantially participated in the design, planning, approval,
18 construction, and operation of the Electrical Equipment and public improvements for the supplying
19 of electricity to the public for public use. SCE exercised control and dominion over said Electrical
20 Equipment, including the vegetation management around the Electrical Equipment and public
21 improvements as a public project and for the public benefit.

22 105. In *City of Oroville*, the Court required a reviewing court to consider whether the
23 inherent dangers of the public improvement as deliberately designed, constructed, or maintained,
24 materialized, and were the cause of the property damage. In fact, the inherent dangers of the
25 electrical equipment materialized and were the substantial cause of the Eaton Fire.

26 106. Electricity is a dangerous instrumentality that poses an inherent risk to property that
27 requires the exercise of increased care and precaution commensurate with and proportionate to
28 that increased danger so as to make the transport of electricity through the Electrical Equipment

1 safe under all circumstances and exigencies posed by the surrounding weather and vegetation, to
2 ensure maximum safety under all local conditions in the service area, including the risk of fire.

3 107. SCE deliberately designed its Electrical Equipment to transport electricity from its
4 substations, to the public directly into their homes. The circuitry and conductors of the Electrical
5 Equipment were electrically a single and unified circuit that transmitted electricity.

6 108. SCE deliberately designed the subject overhead distribution and/or transmission
7 power lines, running on its power poles and towers in the General Area of Origin (“Subject
8 Electrical Lines”) to be uninsulated, bare, uncovered, conduit, carrying high voltage electricity that
9 posed an increased risk of arcing should the Subject Electrical Lines come into contact with the
10 Electrical Equipment. SCE could have designed or updated the existing designed Subject Electrical
11 Lines to be insulated and covered, and therefore protected from igniting vegetation, but instead
12 deliberately designed the Subject Electrical Lines to be uninsulated. The need for insulated
13 conductor has been known to SCE since well before the Eaton Fire, and in fact, as stated elsewhere
14 in this Complaint, SCE began a covered conductor program more than a decade ago. However,
15 SCE intentionally did not replace all of its overhead conductor lines with covered conductor due
16 to costs and instead was intending to insulate lines over a series of years and/or decades as a cost-
17 saving strategy. Moreover, SCE intentionally did not replace all of its overhead conductor with
18 covered conductor in Very High Fire Hazard Severity Zones, including the area of fire origin, due
19 to costs and instead was intended to insulate lines over a series of years and/or decades as a cost
20 saving strategy. The risk of this intentional delay of implementing a needed maintenance of the
21 conductor wire materialized, resulting in the ignition of the Eaton Fire.

22 109. SCE deliberately designed the Subject Electrical Lines to travel above ground, near,
23 around, along, and above dry, highly combustible vegetation. SCE could have designed the Subject
24 Electrical Lines to travel underground, but instead deliberately designed the Subject Electrical
25 Lines above ground and left them that way rather than cover them as further outlined in the
26 paragraph above.

27
28

1 110. SCE deliberately designed its vegetation management program that should have
2 complied with Public Resources Code § 4293, but SCE failed to cut, trim, prune, or remove the
3 vegetation around its power poles in the General Area of Origin.

4 111. The inherent danger of electricity, and SCE’s design of the Subject Electrical Lines,
5 Electrical Equipment, and vegetation management program, when Electrical Equipment on its
6 power poles in the General Area of Origin failed or broke, came into contact with the Subject
7 Electrical Lines, causing an arcing event, and igniting the Eaton Fire – ultimately damaging
8 Plaintiffs. The circuitry and equipment that failed were owned and controlled by SCE, and SCE
9 specifically disallowed homeowners or members of the public to touch, work upon, alter or
10 maintain any such Subject Electrical Lines or trim vegetation growing near electrical lines.

11 112. SCE deliberately constructed the Subject Electrical Lines to transport electricity
12 through its powerlines to provide power to the public.

13 113. SCE deliberately constructed the Subject Electrical Lines as uninsulated, bare,
14 uncovered, conduit, carrying high voltage electricity that posed an increased risk of arcing should
15 vegetation or other electrical equipment come into contact with the Subject Electrical Lines. SCE
16 could have constructed, or reconstructed prior to the Eaton Fire, the Subject Electrical Lines to be
17 insulated and covered, and therefore protected from vegetation, but instead deliberately chose an
18 uninsulated design and left it in that condition.

19 114. SCE deliberately constructed the Subject Electrical Lines to travel above near,
20 around, along, and above dry, highly combustible vegetation. SCE could have constructed the
21 Subject Electrical Lines to travel underground (or could have put them underground after original
22 construction but prior to the Eaton Fire), but instead deliberately constructed the Subject Electrical
23 Lines above ground and left them that way.

24 115. The inherent danger of electricity, and SCE’s construction of the Subject Electrical
25 Lines, Electrical Equipment, and vegetation management program, when Electrical Equipment on
26 its power poles in the General Area of Origin failed or broke, came into contact with the Subject
27 Electrical Lines, causing an arcing event, and igniting the Eaton Fire – ultimately damaging
28 Plaintiffs. The circuitry and equipment that failed were owned and controlled by SCE, and SCE

1 specifically disallowed homeowners or members of the public to touch, work upon, alter or
2 maintain any such Subject Electrical Lines or trim vegetation growing near electrical lines.

3 116. The Court in the *City of Oroville* articulated that “useful public improvements must
4 eventually be maintained and not merely designed and built. So the inherent risk aspect of the
5 inverse condemnation inquiry is not limited to deliberate design or construct of public
6 improvement. It also encompasses risks from maintenance or continued upkeep of the public
7 work.” (*City of Oroville*, supra, 7 Cal.5th 1091 at 1106). SCE has a responsibility to maintain and
8 continuously upkeep the Subject Electrical Lines and Electrical Equipment and to implement
9 vegetation management programs and protocols to ensure the safe delivery of electricity to the
10 public. As specifically mentioned, SCE accepted the risk of keeping its transmission circuit and
11 distribution circuit in Eaton Canyon above ground and with uninsulated lines, and that risk of fire
12 materialized here.

13 117. SCE has a non-delegable duty to maintain and upkeep its entire electrical system,
14 including maintaining and managing nearby vegetation and trees. The inherent danger in SCE
15 failing to maintain and upkeep its Electrical Equipment and surrounding vegetation nearby
16 culminated in an electrical event on its power poles in the General Area of Origin starting the
17 Eaton Fire.

18 118. SCE deliberately chose to design and construct the Subject Electrical Lines using
19 uninsulated, bare, and exposed electrical conduit because of the lower cost as compared to
20 installing insulated conduit or putting the lines underground. SCE’s adoption of these cost-saving
21 designs presented inherent risk to property as any contact with those uninsulated, bare and exposed
22 lines could and did start a fire.

23 119. SCE’s Subject Electrical Lines, as deliberately designed, constructed, and
24 maintained presented an inherent risk and danger of fire to private property. In supplying electricity
25 to the public, on or about January 7, 2025, SCE knowingly accepted a risk that the Electrical
26 Equipment would damage and/or destroy private property by fire.

27 120. The injury to Plaintiffs was the inescapable and unavoidable consequence of SCE’s
28 Electrical Equipment and Subject Electrical Lines as deliberately designed, constructed, and

1 maintained (or not maintained). This damage was the necessary and probable result of SCE's
2 public improvement supplying electricity. The Eaton Fire followed in the normal course of
3 subsequent events, when an electrical failure on its power poles in the General Area of Origin
4 caused arcing and started the Eaton Fire. The damages to Plaintiffs were predominately produced
5 by SCE's Subject Electrical Lines and Electrical Equipment, as deliberately designed, constructed
6 and maintained.

7 121. The policy justifications underlying inverse condemnation liability are that
8 individual property owners should not have to contribute disproportionately to the risks from
9 public improvements made to benefit the community as a whole. Under the rules and regulations
10 set forth by the CPUC, amounts that Defendant must pay in inverse condemnation can be included
11 in their rates and spread among the entire group of ratepayers so long as they otherwise act as a
12 reasonable and prudent manager of their electric systems. As noted elsewhere, SCE has \$1 Billion
13 in insurance coverage and is allowed to make claim upon the funds available pursuant to AB 1054,
14 where the State of California itself made a contribution above and beyond that of the utilities.

15 122. The conduct as described herein was a substantial factor in causing damage to a
16 property interest protected by Article I, § 19, of the California Constitution and permanently
17 deprived Plaintiffs of the use and enjoyment of their property. As a direct result of the "taking" of
18 the property, Plaintiffs suffered damages in excess of the jurisdictional minimum of this Court, in
19 an amount according to proof of at trial. Pursuant to California Code of Civil Procedure section
20 1036, Plaintiffs are entitled to recover all litigation costs, expense, and interest with regard to the
21 compensation of damage to Plaintiffs' property, including attorneys' fees, expert fees, consulting
22 fees, and litigation costs. Plaintiffs have incurred and will continue to incur attorney's, appraisal,
23 and engineering fees and costs because of Defendant's conduct, in amounts that cannot yet be
24 ascertained, but which are recoverable in this action pursuant to California Code of Civil Procedure
25 section 1036. The above-described damage to Plaintiffs' property was proximately and
26 substantially caused by the actions of Defendant. Plaintiffs have not received adequate
27 compensation for the damage to and/or destruction of their property, thus constituting a taking or
28 damaging of Plaintiffs' property by the Defendant, without just compensation. As a direct and

1 legal result of the above-described damages to Plaintiffs' property including loss of use,
2 interference with access, enjoyment and marketability, and injury to personal property, Plaintiffs
3 have been damaged in an amount according to proof at trial. The Court should note that this
4 Second Cause of Action is independent, and alleged separately from the First Cause of Action for
5 Negligence. A finding against SCE for Inverse Condemnation does not automatically mean they
6 are negligent, allowing them, if they were a prudent manager of their electrical facilities, to tap
7 into the Wildfire Fund provided by AB 1054. To be clear, Plaintiffs allege that SCE was negligent,
8 as articulated in the First Cause of Action.

9 **THIRD CAUSE OF ACTION**

10 **(Premises Liability against Defendants and Each of Them)**

11 123. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as
12 though fully set forth herein.

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

16 125. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently
17 in failing to properly inspect, manage, maintain, and/or control the vegetation near their electrical
18 infrastructure along the real property and easement, allowing an unsafe condition presenting a
19 foreseeable risk of fire danger to exist in said area.

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

22 127. As a further direct and legal result of the wrongful acts and/or omissions of
23 Defendant, Plaintiffs seek the recovery of punitive and exemplary damages against Defendant as
24 set forth above.

25 **FOURTH CAUSE OF ACTION**

26 **(Trespass against Defendants and Each of Them)**

27 128. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as
28 though fully set forth herein.

1 129. At all times relevant herein, Plaintiffs were the owners and lawful occupiers of
2 property damaged by the fire alleged herein.

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

5 131. Plaintiffs did not grant permission for Defendant to cause the Eaton Fire to enter
6 their properties.

7 132. As a direct, proximate, and substantial cause of the trespass, Plaintiffs have suffered
8 and will continue to suffer damages, including but not limited to damage to property, discomfort,
9 annoyance, and emotional distress in an amount to be proved at the time of trial.

10 133. As a further direct and proximate result of the conduct of Defendant, Plaintiffs have
11 hired and retained counsel to recover compensation for loss and damage and are entitled to recover
12 all attorney's fees, expert fees, consultant fees, and litigation costs and expense, as allowed under
13 California Code of Civil Procedure, Section 1021.9.

14 134. As a further direct and proximate result of the conduct of Defendant, Plaintiffs seek
15 treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as
16 allowed under California Civil Code, Section 3346.

17 135. Further, the conduct alleged against Defendant in this complaint was despicable
18 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their safety and
19 rights, constituting oppression, for which Defendant must be punished by punitive and exemplary
20 damages in an amount according to proof. The conduct of the Defendant evidences a conscious
21 disregard for the safety of others, including Plaintiffs. The Defendant's conduct was and is
22 despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer,
23 director, or managing agent of Defendant personally committed, authorized and/or ratified the
24 despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of
25 punitive damages sufficient to punish and make an example of these Defendants, and each of them.

26 **FIFTH CAUSE OF ACTION**

27 **(Private Nuisance against Defendants and Each of Them)**

28 136. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as

1 though fully set forth herein.

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

7 138. As a direct and proximate result of the conduct of Defendant, Plaintiffs sustained
8 loss and damage, including but not limited to damage to property, discomfort, annoyance, and
9 emotional distress, the amount of which will be proven at trial.

10 139. Further, the conduct alleged against Defendant in this complaint was despicable
11 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their safety and
12 rights, constituting oppression, for which Defendant must be punished by punitive and exemplary
13 damages in an amount according to proof. The conduct of the Defendant evidences a conscious
14 disregard for the safety of others, including Plaintiffs. The Defendant's conduct was and is
15 despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer,
16 director, or managing agent of Defendant personally committed, authorized and/or ratified the
17 despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of
18 punitive damages sufficient to punish and make an example of these Defendants, and each of them.

19 **SIXTH CAUSE OF ACTION**

20 **(Public Nuisance against Defendants and Each of Them)**

21 140. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as
22 though fully set forth herein.

23 141. Plaintiffs own and/or occupy property at or near the site of the fire which is the
24 subject of this action. At all relevant times herein, Plaintiffs had a right to occupy, enjoy, and use
25 their property without interference by Defendant and Does 1 to 100.

26 142. Defendants, and each of them, owed a duty to the public, including Plaintiffs, to
27 conduct their business, including their maintenance and/or operation of power lines, power poles,
28

1 and electrical equipment and the adjacent vegetation in Los Angeles County in a manner that did
2 not threaten, harm, injure, or interfere with the public welfare from its operation of said equipment.

3 143. Defendants, and each of them, by acting or failing to act, created a condition which
4 was harmful to the health and safety of the public, including Plaintiffs, and interfered with the
5 comfortable occupancy, use, and enjoyment of Plaintiffs' property. Plaintiffs did not consent,
6 expressly or impliedly, to the wrongful conduct of Defendants, and each of them, in acting in the
7 foregoing manner.

8 144. The hazardous condition which was created by or permitted to exist by Defendants,
9 and each of them, affected a substantial number of people within the general public, including
10 Plaintiffs, and constituted a public nuisance under Civil Code Sections 3479 and 3480 and Public
11 Resources Code Section 4171. Additionally, uncontrolled wildfire constituted a public nuisance
12 under Public Resources Code Section 4170.

13 145. The damaging effects of Defendant's maintenance of a fire hazard and the ensuing
14 wildfire are ongoing and affect the public at large. As a result of the fire's location, temperature,
15 and duration, extensive areas of hydrophobic soils developed within the fire's perimeter, may
16 cause post-fire runoff hazards to occur, including, but not limited to, hillside erosion, complete
17 mudslides, debris flow hazards, and sediment laden flow hazards.

18 146. As a direct and legal result of the conduct of Defendants, and each of them,
19 Plaintiffs suffered harm that is different from the type of harm suffered by the general public.
20 Specifically, Plaintiffs have lost the occupancy, possession, use, and enjoyment of their real and
21 personal property, including, but not limited to, a reasonable and rational fear that the area is still
22 dangerous, a diminution in the fair market value of their property, an impairment of the salability
23 of their property, hydrophobic soils, exposure to toxic substances, the presence of special waste
24 requiring special management and disposal, and lingering smells and fumes of smoke, soot, ash,
25 and dust.

26 147. As a further direct and legal result of the conduct of Defendants, and each of them,
27 Plaintiffs have suffered and will continue to suffer discomfort, anxiety, fear, worries, annoyance,
28

1 and stress related to the interference with Plaintiffs' occupancy, possession, use, and enjoyment of
2 their property as alleged herein.

3 148. A reasonable, ordinary person would be annoyed and disturbed by the conditions
4 created by Defendants, and each of them, and the resulting fire.

5 149. The conduct of Defendants, and each of them, was and is unreasonable, and the
6 seriousness of the harm to the public, including Plaintiffs, outweighs the social utility of
7 Defendant's conduct.

8 150. The individual and collective conduct of Defendants, and each of them, resulting
9 in the Eaton Fire is not an isolated incident, but is part of an ongoing and repeated course of conduct
10 by Defendant.

11 151. The unreasonable conduct of Defendants, and each of them, is a direct and legal
12 cause of the harm, injury, and damage to the public, including Plaintiffs.

13 152. Defendants, and each of them, have individually and collectively failed and refused
14 to conduct proper inspections and maintenance of vegetation and electrical equipment in order to
15 ensure the safe delivery of electricity to residents through its high voltage power lines. Defendant's
16 individual and collective failure to do so has exposed every member of the public, including
17 residents of Los Angeles County, to a foreseeable danger of personal injury, death, and loss of or
18 destruction of real and personal property.

19 153. The conduct of Defendants, and each of them, set forth herein constitutes a public
20 nuisance within the meaning of Civil Code Sections 3479 and 3480, Public Resources Code
21 Sections 4104 and 4170, and Code of Civil Procedure Section 731.

22 154. Under Civil Code Section 3493, Plaintiffs have standing to maintain an action for
23 public nuisance because the nuisance is especially injurious to Plaintiffs as described herein.

24 155. Defendants' conduct is injurious and offensive to the senses of Plaintiffs,
25 unreasonably interferes with the comfortable enjoyment of their properties, and unlawfully
26 obstructs the free use, in the customary manner, of Plaintiffs' properties, causing harm, injury, and
27 damages.

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1 156. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendant
2 and each of them, stop continued violation of Public Resource Code Sections 4292 and 4293 and
3 Public Utilities Commission General Order 95, Rule 35. Plaintiffs also seek an order directing
4 Defendant to abate the existing and continuing nuisance described herein, including without
5 limitation requiring Defendant underground their electric wires.

6 157. Further, the conduct alleged against Defendant in this complaint was despicable
7 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their safety and
8 rights, constituting oppression, for which Defendant must be punished by punitive and exemplary
9 damages in an amount according to proof. The conduct of the Defendant evidences a conscious
10 disregard for the safety of others, including Plaintiffs. The Defendant's conduct was and is
11 despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer,
12 director, or managing agent of Defendant personally committed, authorized and/or ratified the
13 despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of
14 punitive damages sufficient to punish and make an example of these Defendants, and each of them.

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of Public Utilities Code Section 2106**

17 **against Defendants and Each of Them)**

18 158. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as
19 though fully set forth herein.

20 159. As Public Utilities, Defendant are legally required to comply with the rules and
21 orders promulgated by the California Public Utilities Commission pursuant to Public Utilities
22 Code Section 702.

23 160. Public Utilities that perform or fail to perform something required to be done by
24 the California Constitution, a law of the State, or a regulation or order of the Public Utilities
25 Commission, which leads to loss or injury, is liable for that loss or injury, pursuant to Public
26 Utilities Code Section 2106.

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1 161. As Public Utilities, Defendant are required to provide and maintain service,
2 equipment and facilities in a manner adequate to maintain the safety, health and convenience of
3 their customers and the public, pursuant to Public Utilities Code Section 451.

4 162. Defendants are required to design, engineer, construct, operate, and maintain
5 electrical supply lines and associated equipment in a manner consonant with their use, taking into
6 consideration local conditions and other circumstances, so as to provide safe and adequate electric
7 service, pursuant to Public Utility Commission General Order 95, Rule 33 and General Order 165.

8 163. Defendants are required to maintain vegetation in compliance with California
9 Public Resources Code Sections 4293, 4294, 4435 and Health & Safety Code Section 13001.

10 164. Through their conduct alleged herein, Defendant violated Public Utilities Code
11 Sections 702, 451 and/or Public Utilities Commission General Order 95, thereby making them
12 liable for losses, damages and injury sustained by Plaintiffs, pursuant to Public Utilities Code
13 Section 2106.

14 165. Further, the conduct alleged against Defendants in this complaint was despicable
15 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their safety and
16 rights, constituting oppression, for which Defendants must be punished by punitive and exemplary
17 damages in an amount according to proof. The conduct of the Defendants evidences a conscious
18 disregard for the safety of others, including Plaintiffs. The Defendants' conduct was and is
19 despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer,
20 director, or managing agent of Defendant personally committed, authorized and/or ratified the
21 despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of
22 punitive damages sufficient to punish and make an example of these Defendants, and each of them.

23 **EIGHTH CAUSE OF ACTION**

24 **(Violation of Health and Safety Code Section 13007**

25 **against Defendants and Each of Them)**

26 166. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as
27 though fully set forth herein.

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

4 168. As a legal result of Defendant's violation of California Health & Safety Code §
5 13007, Plaintiffs suffered recoverable damages to property under California Health & Safety Code
6 § 13007.21.

7 169. As a further legal result of the violation of California Health & Safety Code § 13007
8 by Defendant, Plaintiffs suffered damages that are entitled to reasonable attorney's fees under
9 California Code of Civil Procedure § 1021.9 for the prosecution of this cause of action.

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

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for judgment against Defendants and DOES 1 through 100,
20 and each of them, as follows:

21 For Negligence, Premises Liability, Trespass, Nuisance, Violation of Public Utilities Code
22 § 2106 and Violation of Health & Safety Code § 13007:

- 23 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal
24 and/or real property, including but not limited to trees, landscaping, and foliage;
- 25 2. Loss of the use, alternative living expenses, benefit, goodwill, and enjoyment of
26 Plaintiffs' real and/or personal property;
- 27 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related
28 displacement expenses;

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4. Past and future medical expenses and incidental expenses according to proof at trial;
 5. Attorney’s fees, expert fees, consultant fees, and litigation costs and expense, as allowed under California Code of Civil Procedure, Section 1021.9;
 6. Treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as allowed under California Civil Code, Section 3346;
 7. All applicable general damages, including but not limited to those for fear, worry, annoyance, disturbance, inconvenience, mental anguish, emotional distress, loss of quiet enjoyment of property, and personal injury;
 8. Special damages;
 9. Past and future damages;
 10. Statutory damages;
 11. Punitive/exemplary damages;
 12. All costs of suit;
 13. Prejudgment interest, according to proof; and
 14. Such other and further relief as the Court shall deem proper, all according to proof.
- For Inverse Condemnation:
1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;
 2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs’ real and/or personal property;
 3. Loss of wages, earning capacity, and/or business profits or proceeds, and/or any related displacement expenses;
 4. All costs of suit, including attorney’s fees where appropriate, appraisal fees, engineering fees, and related costs;
 5. Prejudgment interest according to proof; and
 6. For such other and further relief as the Court shall deem proper, all according to proof.

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DATED: January 13, 2025

BRIDGFORD GLEASON & ARTINIAN

By: /s/Richard K. Bridgford
RICHARD K. BRIDGFORD
MICHAEL H. ARTINIAN
ALLAN L. BRIDGFORD
BRIAN E. SUTTER
KATARINA M. SHONAFELT
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial as to all claims.

DATED: January 13, 2025

BRIDGFORD GLEASON & ARTINIAN

By: /s/Richard K. Bridgford
RICHARD K. BRIDGFORD
MICHAEL H. ARTINIAN
ALLAN L. BRIDGFORD
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