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

RICHARD BRANDLEY, an individual, and)
LINDA BRANDLEY, an individual;)
Plaintiffs,)

v.)

SOUTHERN CALIFORNIA EDISON)
COMPANY, a California corporation;)
EDISON INTERNATIONAL, a California)
corporation, and DOES 1 through 20,)
inclusive,)

Defendants.)

CASE NO. **25STCV04197**

COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

Through counsel Sanjiv N. Singh APLC and Kokozyan Law Firm APC, Plaintiffs Richard

1 Brandley and Lisa Brandley bring this Complaint and Demand for Jury Trial against Defendants
2 Southern California Edison Company and Edison International (hereinafter “Edison” or “SCE”
3 collectively or “Defendants”) for destruction of property and other injuries they caused multiple
4 individuals, and in this case specifically Plaintiffs, as a result of the Eaton Fire. Plaintiffs allege, either
5 on personal knowledge, or on information and belief, as follows.

6 **INTRODUCTION AND KEY FACTUAL ALLEGATION OVERVIEW**

7 1. Plaintiffs Richard and Lisa Brandley have lived in Altadena
8 at what used to be the beautiful and idyllic property shown below at 539 Punahou Street in Altadena
9 California. Their house was a dream home, and not just a place of physical dwelling. It was their home
10 in every sense--a place of memories, growth, safety, and retreat:
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26 *Photo credit: Google Street View, July 2022.*

27 2. Richard Brandley and his wife built their life around their home in Altadena. Indeed,
28 Richard, a construction and design professional by trade, who specialized in higher end remodeling and

1 projects, had taken great care to bring top tier materials, style and design to his own home—and for
2 good reason, as this was supposed to be the home that he and his wife would retire in.

3 3. On January 7, 2025, all of this changed. This is now what is left of the Brandley home:



20 *Photo Credit: Kokozyan Law Firm, Site Visit to Altadena to Evaluate Victim Home Destruction,*
21 *February 9, 2025.*

22 4. As is now highly likely based on evidence and investigations (including external
23 monitoring of specialized monitoring laboratories, forensic evidence, video footage, eyewitness
24 testimony, and SCE’s own admissions), it is clear that it is more likely than not that SCE caused the
25 fire. The fire, which never should have happened had SCE properly maintained its electrical
26 infrastructure and complied with its obligations, blazed across Altadena, destroying thousands of
27 structures and leaving thousands of acres like an apocalyptic moonscape, forcing relocation, killing
28 many, and leaving many with injuries the extent of which cannot now be fully appreciated. The fire was
most likely caused by failure and misconduct attending the electrical equipment operated by SCE

1 Pursuant to code and regulations, SCE had duties to properly maintain and operate its
2 electrical infrastructure, equipment, and the property under its control. but it failed to do so. These
3 duties included duties to monitor for electrical faults, address said faults with power shutoffs and other
4 mitigating measures, protect the site of their utility lines from other such incursions and also from
5 trespass, and to ensure that the equipment was properly functioning and operating in accordance with
6 wildfire prevention standards, measures and protocols in effect. SCE breached all of these duties and
7 likely others, including also duties to address so called Red Flag Warnings issued by the National
8 Weather Service by deenergizing power lines. Data shows that there were more than 300 faults on
9 SCE's lines in the vicinity of the fire's origin in Eaton Canyon at approximately 6:15 p.m.

10 6. As is now well known, numerous photos show SCE's site as the obvious and likely
11 source of the fire:



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21 (Figure 1, taken at 6:21 p.m. shortly after the Eaton Fire ignited at 6:15 p.m.)

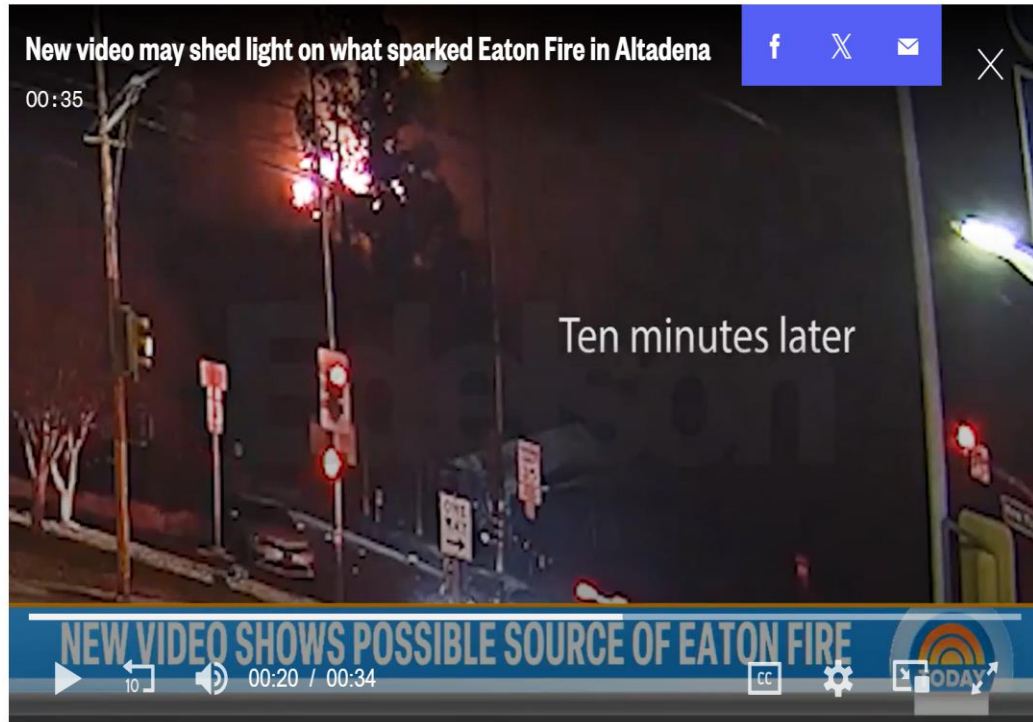
22 Source: <https://abc7news.com/post/california-wildfire-cause-eaton-fire-may-downed-power-line-witness-says/15788334/>

23 ///

24 ///

25 ///

26 ///



(Figure 2. Video footage screenshot showing full blown ignition and fire ten minutes after initial sparking occurred.)

Source: NBC News. <https://www.aol.com/news/power-line-had-increase-current-165247081.html?guccounter=1>

7. SCE has had a track record of causing this kind of damage in California. It is believed that SCE's conduct, similar to the conduct at issue here, likely caused the 2017 Thomas Fire, 2018 Woolsey Fire, and January 2025 Hurst Fire. Despite their track record and despite statewide awareness about the need for multibillion dollar utility companies to maintain their properties, equipment, and lines, and follow wildfire protocols, SCE operated cavalierly and with less focus on safety and more focus on cost minimization and increasing profits. With the obviously high risk conditions at play, SCE had an easy judgment to make but failed to do so for reasons that suggest either extreme recklessness or intentional disregard of the enormous risks at play. For these reasons, Plaintiffs hereby request a jury trial, seek punitive damages, and further allege as follows.

PARTIES

8. Plaintiff Richard Brandley is an individual and longtime resident of the State of California.

9. Plaintiff Linda Brandley is an individual and longtime resident of the State of

California.

1
2 10. Defendant Southern California Edison Company is a California corporation
3 with its principal place of business located at 2244 Walnut Grove, Avenue, Rosemead, California
4 91770. On information and belief, Defendant Southern California Edison Company is a wholly owned
5 subsidiary of Edison International.

6 11. Defendant Edison International is a California corporation with its principal place of
7 business located at 2244 Walnut Grove, Avenue, Rosemead, California 91770. Edison International is a
8 parent company of Southern California Edison Company.

9 12. The SCE entities are jointly and severally liable for each other's wrongful acts and/or
10 omissions alleged in this Complaint. They have historically operated, and continue to operate, as a
11 single unified enterprise and operation. They have a common business purpose and combine and
12 integrate their resources to achieve said purpose. Part of that purpose is generating revenue through
13 providing electricity to various parts of Southern California and owning and operating power lines (such
14 as the overhead lines implicated in this case) to do so. Each company functions as an instrumentality,
15 agent, and/or conduit of the other. There is significant overlap and intertwining of management,
16 counsel, policies, procedures, financial statements, and compliance. SCE is in the business of providing
17 gas and electricity to residents of California and has power lines crossing various public properties and
18 private properties. SCE is a public utility under Public Utilities Code 216(a)(1) and 218(a).

19 13. Each of Defendants, including DOES 1 through 20 each also knew and/or should have
20 known and/or were put on notice of the actions of each and every other Defendant including those listed
21 as DOES 1 through 20 which caused harm either directly or indirectly to each of the Plaintiffs as herein
22 alleged and/or failed/refused to take action to prevent the harm alleged herein from occurring. On
23 information and belief, all Defendants and possibly other DOES which may include consultants, third
24 party vendors, and others, knew or should have known that the breaches described above and further
25 below would pose grave risk of fire and destruction to Plaintiffs and thousands of victims like Plaintiffs.
26 On information and belief, DOES may also include other third parties who played a role in the
27 catastrophic series of events at issue and were responsible in some manner that will only be clarified
28 and/or made known with further discovery. This may include, for example, governmental entities who
failed to properly enforce rules and regulations applicable to fire safety or who failed to provide
adequate emergency response systems and notification which could have mitigated loss of property
and/or loss of life and/or injury to body.

JURISDICTION AND VENUE

1 14. Venue is proper in the Superior Court of the State of California, for the County of Los
2 Angeles, in that the underlying wrongdoing, acts, omissions, injuries, and related facts and
3 circumstances upon which the present actions are based, occurred in Altadena, County of Los Angeles,
4 California, within the judicial boundaries of the Superior Court of the County of Los Angeles. This
5 Superior Court has jurisdiction over the present matter because, as described herein, the nature of the
6 claims and amounts in controversy meet the requirements for unlimited damages jurisdiction.

7 15. This Court has personal jurisdiction over Defendants because they are headquartered in
8 this State, and the conduct alleged in this Complaint occurred in, and/or emanated from, this State.

9 16. Venue is also proper in this County pursuant to California Code of Civil Procedure
10 §395.5 because Defendants are headquartered in this County, their principal place of business is located
11 in this County, and the conduct at issue occurred in, and/or emanated from, this County.

FACTUAL ALLEGATIONS

I. Southern California Edison Had Numerous Duties to Keep The Citizens of California Safe While Providing Electricity, Including But Not Limited to A Duty to Safely Design, Operate, and Maintain Its Equipment, Property, and Infrastructure.

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15 17. SCE provides electricity throughout California and has done so for years. As such, it
16 should be and is required to be highly familiar with wildfire protocol, and related rules and regulations,
17 for operating such a utility business. In the course of providing electricity to the various parts of
18 California, SCE was and is responsible for the design, creation, installation, maintenance and operation
19 of overhead power lines and/or transmission towers¹, poles and related infrastructure, as well as
20 conductors and transformers including all of those specifically present at the site of the Eaton Fire.

21 18. It is alleged that SCE knew specifically of the dangers, hazards and risks of operating
22
23

24 ¹ “Transmission towers, which carry electricity over long distances, are much taller than lower-voltage
25 distribution poles, which are used to deliver power to homes and businesses. They are more easily de-
26 energized during weather events and more likely to come into contact with tree limbs and other
27 vegetation. Given their size, the transmission towers can withstand the elements...and the decision to
28 power them down to potentially prevent a wildfire requires planning and thought.” Source:
<https://www.nbcnews.com/news/us-news/electrical-tower-focus-eaton-fires-potential-origin-video-clues-emerge-rcna187451>



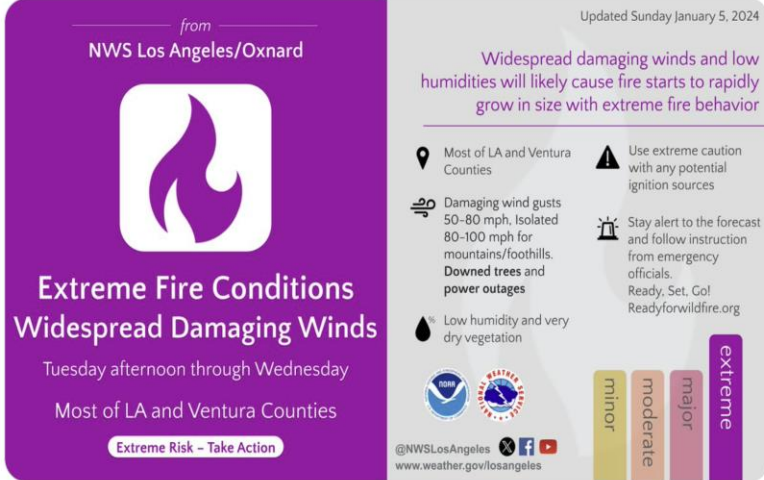








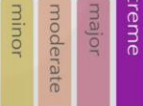
1 electrical infrastructure and transmission towers. They were aware of these risks and had an increased
2 duty of care for various reasons including but not limited to: (i) the rules and regulations applicable to
3 the operation of their business as a public utility; (ii) the inherently dangerous nature of the materials
4 used to produce and transmit electricity; and (iii) their past roles and specific past misconduct which
5 caused other fires, from which they should have learned and corrected practices to ensure safety for the
6 general public and citizens of California.

7 19. Companies like SCE have various duties as public utility companies when
8 providing electricity in a state such as the State of California where there is significant wildfire risk.
9 Those duties include but are not limited to the following: (i) duty of development and implementation
10 of Wildfire Implementation Plans, which include measures such as vegetation management, equipment
11 inspections, and the use of technology to monitor fire risk; (ii) duty of vegetation management in
12 accordance with recognized standards set forth by the CPUC; (iii) duty of equipment inspections and
13 maintenance including regular inspections of transmission lines, poles, and other equipment; (iv) duty to
14 implement and follow enhanced safety measures in high fire-threat areas; (v) duty to implement and use
15 public safety power shutoffs (PSPS) as a last resort to shut off power and thereby reduce the risk of
16 ignition, spread or exacerbation of fire in high risk areas, including the duty to follow CPUC standards
17 for PSPS events; (vi) duty to report wildfires so that the CPUC can investigate and (vii) the duty to
18 collaborate with other agencies in wildfire prevention efforts.

19 **II. Southern California Edison Knew of Elevated Fire Risks Long Before January 7,**
20 **2025 And In The Critical Days Before The Ignition At Its Power Lines.**

21 20. For the calendar year preceding and the months preceding the Eaton Fire of January of
22 2025, there was significant fire risk in Southern California and the Pasadena area, and Southern
23 California was aware of this. For example, during 2024, there was a prolonged dry season and/or
24 extremely low recorded precipitation. It was well known that Los Angeles had very low precipitation
25 from April of 2024 onwards.

26 21. Most alarmingly, it was well known that in the few days before the Eaton Fire, there were
27 repeated warnings by credible sources that the Pasadena and surrounding areas were at critical risk for
28 severe wildfires due to the gusting Santa Ana winds. Examples of these warnings are as follows:

1  **NWS Los Angeles**   ...
 2 @NWSLosAngeles
 3 Widespread damaging winds and extreme fire weather conditions are
 4 expected Tuesday afternoon through at least Wednesday.
 5
 6 Scattered downed trees and power outages are likely, in addition to
 7 rapid fire growth and extreme behavior with any fire starts. #CAwx
 8
 9  Updated Sunday January 5, 2024
 10 from
 11 NWS Los Angeles/Oxnard
 12 
 13 **Extreme Fire Conditions**
 14 **Widespread Damaging Winds**
 15 Tuesday afternoon through Wednesday
 16 Most of LA and Ventura Counties
 17 **Extreme Risk - Take Action**
 18 Widespread damaging winds and low humidities will likely cause fire starts to rapidly
 19 grow in size with extreme fire behavior
 20  Most of LA and Ventura
 21 Counties
 22  Damaging wind gusts
 23 50-80 mph. Isolated
 24 80-100 mph for
 25 mountains/foothills.
 26 **Downed trees and
 27 power outages**
 28  Low humidity and very
 29 dry vegetation
 30  Use extreme caution
 31 with any potential
 32 ignition sources
 33  Stay alert to the forecast
 34 and follow instruction
 35 from emergency
 36 officials.
 37 **Ready. Set. Go!**
 38 Readyforwildfire.org
 39    
 40 @NWSLosAngeles   
 41 www.weather.gov/losangeles
 42  extreme
 43 major
 44 moderate
 45 minor
 46 5:02 PM · Jan 5, 2025 · 64.2K Views

(Figure 3. National Weather Service. Posting January 5, 2025.)

Source: <https://x.com/NWSLosAngeles/status/1876071880299540786>

16 NATION Southern California 

17
 18 **Extreme dry winds could create
 19 wildfire hazard for southern
 20 Californians, forecasts say**
 21
 22 **Sam Woodward and Saman Shafiq** USA TODAY
 23 Published 4:00 p.m. ET Jan. 6, 2025 | Updated 5:24 p.m. ET Jan. 6, 2025
 24    

(Figure 4. USA Today, *Extreme dry winds could create wildfire hazard for southern Californians, forecasts say*. Jan 6, 2025.)

Source: <https://www.usatoday.com/story/news/nation/2025/01/06/southern-california-wildfire-risk-dry-winds/77490225007/> (where the article expressly identifies Altadena as an extremely high risk area)

City of Pasadena Issues Red Flag Warning and Parking Restrictions from Tuesday, Jan. 7 through Wednesday Jan. 8

January 6, 2025 Eaton Fire, News

PASADENA, Calif.— Pasadena Fire Chief Chad Augustin has directed the activation of Red Flag Parking Restrictions within the city. This alert is effective from 7 a.m. on Tuesday, Jan. 7, through the afternoon of Wednesday, January 8, based on weather conditions. An extension of the Red Flag Day is possible.

A Red Flag Warning means that critical fire weather conditions are expected. This, in combination with dry fuels, could create extreme fire danger and/or fire behavior. Please use caution with potential fire sources.

(Figure 5. City of Pasadena Posting, January 6, 2025.)

Source: <https://www.cityofpasadena.net/city-manager/news/city-of-pasadena-issues-red-flag-warning-and-parking-restrictions-from-tuesday-jan-7-through-wednesday-jan-8/>

22. And indeed months before, investigators had warned that Southern California Edison was falling behind on its identification and repair of faulty, high risk power lines posing significant fire risk to the community. *Los Angeles Times* now reports about developing problems at SCE identified by regulators in the Fall of 2024: “When a tree or wind damages or breaks an electric line, crews use splices, which are steel sleeves, to reconnect and repair the line. If there is a problem with the splice, the transmission line could fall. Safety regulators asked Edison for information on its inspections of the transmission splices, including the age of each splice and the cause of the problem that was found. The utility said in a response to regulators sent a week later that it would be difficult to gather that information. The company said that “given the high find rate” of problems with the splices, it was considering “forgoing the inspection and moving straight to remediation.” To do that, it said, it was considering a program to replace the splices, beginning in 2026. Executives also told regulators that in areas with high fire risk they were falling behind on the number of transmission lines they planned to inspect. They said they had reduced the planned inspections this year from 28,000 to 24,500 “due to environmental and access constraints,” according to the October report. Regulators said the company “must improve its response” to those constraints because its equipment in those areas “still present[s] wildfire risk.” See <https://www.latimes.com/environment/story/2025-01-14/regulators-criticized-edisons-wildfire-safety-actions-months-before-deadly-eaton-fire>. On January 6, 2025, the NWS issued a public alert identifying strong winds and firestorms in the relevant area:



Wind Storm Impacts and Actions

Weather Forecast Office
Los Angeles, CA
Monday, January 6

Strong Winds over southwest California For Tue-Wed Jan 7-8, 2025

Potential Impacts

- Many **downed trees**, which could fall on cars and buildings
- Many **power outages**, which could last for several hours or days
- **Dangerous sea conditions** off the LA and Orange County Coasts, including Catalina Island
- **Dangerous Fire Weather situation**, with a high probability of fire ignition sources and rapid spread
- **Knocked over big rigs**, motorhomes, and trailers with hazardous road conditions and swerving vehicles
- **Significant airport delays and turbulence**, including KLAX, KBUR, KLGB.

What you can do

- **NOW is the time to act**
- **Secure** any loose objects
- **Adjust travel** plans in the Tue through Wed timeframe
- Charge necessary electronic and light devices
- Fill up generators
- **Park cars** away from trees
- When winds start: stay away from trees and windows & use extreme caution with anything that can spark a fire.



(Figure 6. National Weather Service. Wind Storm Impacts and Actions advisory for Los Angeles, southwest California. January 6, 2025).

Source: <https://x.com/NWSLosAngeles/status/1876408016930803836/photo/1>

23. On January 7, 2025, the NWS issued a Red Flag Warning for Los Angeles County starting in the morning.

III. SCE’s Poorly Maintained Power Lines and Failure to Follow Its Own Mitigation Plans Likely Caused The Eaton Fire, Destroyed Plaintiffs Home, And Caused Plaintiffs Unimaginable Catastrophic Loss.

24. Against the backdrop described above, it is clear that SCE knew or should have known what weather conditions and other factors contribute to high fire risk and the steps needed to mitigate the risk of, and prevent, fire igniting and spreading. Yet SCE failed to take appropriate actions to prevent the Eaton Fire.

25. It failed to follow its own 2023-2025 Wildfire Mitigation Plan.

26. Evidence that it likely failed to follow its own WMP includes but is not limited to:

- a. **SCE likely failed to identify and address hazards near the ignition point:** as suggested by fault² detection by credible third party labs (more than 300 faults detected in the hours before the fire ignited at the SCE line) and the observed events at the point of ignition as caught on video.

² A “fault” in the setting of public utility company wildfire mitigation and prevention is understood to be a disruption in electrical transmission detected in a power line due to various factors including a downed line or contact with vegetation.

- 1 b. **SCE likely failed to identify and manage dry vegetation:** Eyewitness accounts
2 confirm dry vegetation in the area, and reports show that overall SCE had been
3 struggling to keep up with safety efforts
- 4 c. **SCE likely failed to de-energize high risk transmission lines and implement**
5 **necessary public safety power shutoffs or PSPSs:** data suggests that there was
6 power nearby the point of ignition despite multiple Red Flag Warnings, historically
7 high winds and known red flag conditions, put aside the significant number of fault
8 spikes suggesting actual compromise and active fire risk at their power lines due to
9 the expected very high winds. It is therefore believed that SCE did not implement the
10 very PSPSs that it touted.
- 11 d. **SCE likely failed to have adequate fault monitoring and response:** in the
12 aftermath, SCE has appeared unaware of the significant fault detection by credible
13 third parties and appears to have not detected the faults itself or ignored them.

14 27. Against the backdrop of these numerous breaches, SCE set the stage and indeed created
15 the perfect storm. The expected high winds on January 7, 2025 ignited a massive fire at SCE’s power
16 lines because SCE had failed to follow basic regulations binding it as a public utility and indeed failed
17 to follow its own WMP. The fire was ignited by their poorly designed and maintained infrastructure
18 and due to their catastrophic failures. According to eyewitnesses, SCE’s equipment was observed to be
19 the source of the initial sparking and arcing, and in the setting of the known and expected high winds, a
20 massive fast spreading inferno ensued—exactly as predicted, and exactly as could have been prevented
21 if SCE had followed public utility company regulations and its own WMP.

22 28. Photographs, such as those shown above, show that the power lines were the point of
23 ignition. Numerous eyewitness accounts corroborate this with express descriptions of fire emerging
24 under the power lines, power lines “sparking” and other such descriptions.

25 29. As such, once the fire ignited, it spread rapidly and it soon had reached the
26 neighborhood where the Brandley’s home was. It reduced their home to rubble with total destruction.
27 They literally lost everything.

28 30. During the escape, which was narrow and harrowing, they were exposed to smoke, dust,
29 and fumes. In their efforts to recover and claim for insurance, they have had to return to the site to try
30 to document their losses. As such, they have been exposed to additional toxic materials. They suffered
31 stress, anxiety during the escape, as the fire was happening, and have suffered stress, anxiety, PTSD,
32 and/or depression and/or adjustment disorder symptoms and other expected symptoms and conditions

1 after such a profound, life changing and traumatic event. They have incurred massive out of pocket
2 costs, lost memories, heirlooms, and their home. They will not be made anywhere near whole by the
3 limits of their insurance coverage or even by any resolution on paper of this case.

4 31. The extent of their property loss, physical injuries, and emotional distress cannot yet be
5 fully defined but will be the subject of investigation and examination.

6 **FIRST CAUSE OF ACTION**

7 **Negligence**

8 (Against All Defendants)

9 32. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

10 33. Defendants had and have a non-transferable, non-delegable duty to design, operate,
11 maintain, repair, monitor, fault inspect, keep clear (from vegetation and other debris) their electrical
12 infrastructure including their transmission lines, the parcels on which they sit, and all of the related
13 equipment. Said duties are expressly set forth in various regulations and reflected in their own WMP.

14 34. Defendants also have a non-transferable, non-delegable duty to exercise said duties in a
15 manner to address weather conditions and other such circumstances which might affect their electrical
16 transmission and distribution systems. Said duties are expressly set forth in various regulations and
17 reflected in their own WMP.

18 35. In addition, Defendants are also known and required to have specialized knowledge and
19 expertise which they are required to apply to the use, design, construction, engineering, operation,
20 inspection, fault monitoring, repair, inspection, protection and maintenance of electrical lines,
21 infrastructure, and equipment, and specialized knowledge as to how to address vegetation and other
22 such incursions which cause faults that raise wildfire risks in the areas relevant to this litigation.

23 36. Defendants negligently breached all of the aforementioned duties, and other similar
24 duties, by, among other things:

- 25 a. Failing to properly design, inspect, monitor and repair their infrastructure including
26 electrical transmission lines, wires, and associated equipment;
- 27 b. Failing to design, create, operate, and maintain their electrical infrastructure during
28 wildfire seasons and/or in the setting of known high risk wildfire areas and/or conditions
and/or to avoid preventable ignition or spreading of fire;
- c. Failing to monitor for faults, disruptions, and other such events in their infrastructure
which raise the risk for fire ignition and/or spreading;

- d. Failing to maintain safe, current, and appropriate equipment in the setting of known wildfire risk;
- e. Failing to inspect, reduce, limit, trim and otherwise mitigate vegetation near their infrastructure in a way to reduce the risk of ignition and/or fire spreading;
- f. Failing to appropriately de-energize or shut down or otherwise limit the operation of power lines during high risk wildfire conditions and/or implement PSPSs during same said conditions;
- g. Failing to de-energize or shut down or otherwise limit the operation of power lines after the fire's ignition or where imminent ignition or spread is a concern;
- h. Failing to properly screen, hire, staff, employ, and train an adequate number of qualified personnel needed to carry out the duties set forth above (and below);
- i. Failing to create, implement, promulgate, and enforce internal company regulations and reasonably prudent company practices to address wildfire risks inherent to the operation of SCE's business in regions such as Southern California; and
- j. Failing to follow other policies, procedures and practices considered industry standard for public utilities designing, creating, operating, maintaining, and troubleshooting electrical infrastructure in high wildfire risk areas.

37. As a result of the breaches set forth above and others, Defendants directly, legally and proximately caused the Eaton Fire and the catastrophic losses suffered by Plaintiffs.

38. All of the aforementioned breaches were committed intentionally, or with knowledge, recklessness, or reckless disregard. They knew or recklessly disregarded the following: (i) that multiple prior faults had been detected at the site of the ignition or nearby; (ii) that there was a need for multiple repairs of faults and line issues raising wildfire risk which had been brought to their attention months before; (iii) that they were using inadequate detection methods when monitoring for faults; (iv) that there were red flag warnings and multiple wildfire warnings in the days prior to the Eaton Fire; (v) that vegetation encroached on their high voltage lines in multiple locations and that as such, when combined with the expected very high winds, there would be critical and severe wildfire risk.

39. The aforementioned knowledge and reckless disregard is even more reprehensible because Defendants had been subject to fines and penalties as a result of their ongoing failures to abide by safety rules and regulations and cause other major destructive fires in the past.

40. As such, it is clear that the injuries caused by the Eaton Fire were the result of Defendants, by pattern and practice, ignoring the safety of the public and not following well known

1 rules, regulations and statutes governing their industry and business. Despite having caused major
2 destruction and injuries in the past, Defendants did not learn from their mistakes and continued to act in
3 conscious disregard of safety, rules and regulations. Discovery will confirm what is currently believed,
4 on information and belief, specifically that Defendants showed so little regard for their duties that they
5 did not likely meaningfully discipline, remediate, terminate or otherwise take corrective steps in
6 connection with any employee misconduct or dereliction associated with their past and present breaches
7 of duty.

8 41. Indeed, Defendants clearly neglected their duties based on a desire to cut costs and
9 increase profits. They indeed expressly and/or effectively stated as much to regulators when they chose
10 to simply not address the numerous violations and/or safety hazards cited by regulators.

11 42. Defendants conduct, as described, and their cost cutting and profit driven motivation and
12 conscious disregard of risks and duties, did in fact cause the Eaton Fire and cause catastrophic loss to
13 Plaintiffs, and were a substantial factor in causing, and indeed the proximate cause of, Plaintiff's
14 damages.

15 43. The damages caused by Defendants' negligence includes but is not limited to property
16 damage, personal injury, loss of priceless heirlooms and memorabilia, economic loss, business loss,
17 emotional distress, PTSD, annoyance, disturbance, inconvenience, mental anguish, loss of quiet
18 enjoyment of their property, and costs related to evacuation and/or relocation.

19 44. Defendants had a special relationship to Plaintiffs and all citizens similar to Plaintiffs
20 living in the zones serviced by SCE. Defendants were the suppliers of electricity to Plaintiffs, and their
21 operation, equipment and business were designed to service Plaintiffs and therefore directly affected
22 Plaintiffs' daily lives, wellbeing, and homes.

23 45. Defendants' electrical infrastructure was operated in close geographic proximity to
24 Plaintiffs, and Defendants knew that their high voltage lines (and the associated wildfire risks) were
25 extremely close to homes including those of Plaintiffs. There is no doubt that the operation of
26 Defendants' infrastructure was clearly intended to affect Plaintiffs.

27 46. The geographic proximity of Defendants' electrical infrastructure to Plaintiffs' homes
28 made the resulting harm (including destruction of real and personal property, dislocation, loss of
business and economic opportunities, and the other losses described above) clearly foreseeable.

47. The Eaton Fire clearly, plainly and evidently caused all of Plaintiffs' injuries as
described above. In addition, Defendants' conduct was morally reprehensible and violated public
policy, particularly given the specific known wildfire risks faced by California, and the need for

1 California and public utilities to protect populations from these risks. Defendants likely violated
2 numerous codes and regulations including but not limited to California Civil Code §§ 3479, 3480,
3 California Public Utilities Code § 2106, and California Health & Safety Code § 13007.

4 48. Moreover, it is alleged that Defendants' conduct was despicable and subjected Plaintiff
5 to cruel and unjust hardship, and consciously disregarded their rights, constituting oppression for which
6 Defendants must be punished by punitive and exemplary damages in an amount according to proof.
7 Defendants consciously disregarded the safety of others, specifically in view of their apparent
8 disregard of regulator demands that they address multiple known faults and issues with their lines, their
9 apparent willful disregard of faults leading up to the Eaton Fire, and their willful disregard of the
10 obvious need to de-energize lines and implement much needed PSPSs in accordance with their own
11 WMP. As such, Defendants' conduct is despicable conduct and constitutes malice as defined by
12 California Civil Code § 3294. As such, it is alleged that one or more of SCE's officer, directors, or
13 managing agents personally committed, authorized, and/or ratified the despicable and wrongful conduct
14 in question. Plaintiff is entitled to an award of punitive damages sufficient to punish and deter the kind
15 of conduct engaged in by Defendants.

16 **SECOND CAUSE OF ACTION**

17 **Inverse Condemnation**

18 (Against All Defendants)

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

20 50. On or about January 7, 2025, as set forth above, Plaintiffs' home and significant personal
21 property was in the Altadena area of Los Angeles County where Defendants operate their public utility
22 company.

23 51. During the relevant time period, Defendants installed, owned, operated, used, controlled,
24 and/or maintained electrical distribution infrastructure and public utilities in Southern California. It is
25 well recognized under California law that property owners such as Plaintiffs may assert inverse
26 condemnation against public utilities like SCE. See Simple Avo Paradise Ranch, LLC v. S. California
27 Edison Co., 102 Cal. App. 5th 281, 307, 321 Cal. Rptr. 3d 305, 325 (2024), review denied (Aug. 28,
28 2024) (where the Court concluded "If damage to private property is substantially caused by the inherent
risks of the design or construction of a public improvement, a public entity must provide just
compensation for the damage, whether it was intentional or the result of negligence by the public
entity." [citation omitted] Accordingly, the master complaint sufficiently alleged SCE "substantially
caused" the damage to Simple Avo's property.")

1 52. On or about January 7, 2025, as a direct, necessary, and legal result of Defendants’
2 design, manufacture, installation, ownership, operation, use, control, and/or maintenance for a public
3 use of their electrical infrastructure, Defendants’ electrical lines and/or equipment and/or electrical
4 infrastructure came in contact with vegetation and/or other related breaches occurred therein related to
5 the aforementioned activities, thereby causing the Eaton Fire, and thereby destroying Plaintiffs’
6 property and injuring Plaintiffs who were living and residing in the area served by SCE’s electrical
7 infrastructure. The fire damaged and/or destroyed Plaintiff’s real and/or personal property.

8 53. The damage to Plaintiffs’ property and injuries to Plaintiffs were proximately and
9 substantially caused by Defendants’ actions in that Defendants’ design, manufacture, installation,
10 ownership, operation, use, control, and/or maintenance for a public use of said electrical infrastructure
11 was negligent and caused the Eaton Fire.

12 54. In the setting of Defendants being an investor-owned public utility company, inverse
13 condemnation claims may be brought by Plaintiffs. As alleged, Plaintiffs have not been adequately
14 compensated for the damages and destruction of their properties, and this is a taking or damaging of
15 their property without just or appropriate compensation.

16 55. As a direct and legal result of the taking and/or above-described damages to Plaintiffs’
17 property, including loss of use and interference with access, enjoyment and marketability of real
18 property, and damage/destruction of personal property, Plaintiffs have been damaged in amounts
19 according to proof at trial.

20 56. Plaintiffs also will be and are incurring numerous additional costs, including attorney’s
21 fees, appraisal fees, inspection fees, travel costs, relocations costs, and engineering fees and other
22 foreseeable costs because of Defendants’ conduct, in amounts that cannot yet be ascertained, but which
23 are recoverable in this action under Code of Civil Procedure § 1036.

THIRD CAUSE OF ACTION

Trespass

(Against All Defendants)

24 57. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

25 58. During the relevant time, Plaintiffs were the owners and residents of real property
26 damaged by the Eaton Fire, specifically as set forth above. Plaintiffs lawfully occupied said real
27 property.

28 59. Defendants had a duty to use reasonable care not to trespass on Plaintiffs’ property,
specifically not to, without authorization, invade, enter, or intrude on Plaintiffs’ real property.

1 Defendants' actions, causing the Eaton Fire, where the Eaton fire ignited and spread out of control to
2 destroy nearby properties and spread toxic ash and fumes everywhere, was a trespass under California
3 law.

4 60. Plaintiffs did not authorize Defendants' conduct which constituted trespass.

5 61. The damages suffered by Plaintiffs, articulated above, were directly, proximately, and
6 substantially caused by Defendants' trespass. Plaintiffs have suffered and will continue to suffer said
7 damages, and said damages include but are not limited to property damage, discomfort, annoyance, and
8 emotional distress, as well as cost of relocation. .

9 62. Plaintiffs are also entitled to recover all attorney's fees, expert fees, consultant fees, and
10 other such legal and litigation costs and expenses, as allowed under California Code of Civil Procedure
11 § 1021.9. To date, Plaintiffs have hired and retained counsel to address the enormous losses they have
12 suffered and this is a direct and proximate result of Defendants' conduct.

13 63. In connection with damages that are the direct and proximate result of the conduct of
14 Defendants, Plaintiffs seek treble or double damages for damage to timber, trees, or underwood on their
15 property, as authorized under California Civil Code § 3346.

16 64. In connection with damages that are the direct and proximate result of the conduct of
17 Defendants, Plaintiffs seek the reasonable cost of repair or restoration of the property to its original
18 condition and/or loss-of-use damages, as authorized under California Civil Code § 3334.

19 65. Defendants' conduct was willful and wanton, and exhibited a conscious contempt and/or
20 disdain for the risk of a massive fire and the horrific and utter destruction that would cause, all of which
21 was a reasonable and foreseeable risk of Defendants' conduct. As such, Defendants showed malice
22 towards Plaintiffs. which is an appropriate predicate fact for an award of exemplary/punitive damages
23 in a sum according to proof.

24 **FOURTH CAUSE OF ACTION**

25 **Private Nuisance**

26 (Against All Defendants)

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

28 67. Plaintiffs own and/or occupy property destroyed by the Eaton Fire, where said property
was located at the location indicated above. At all relevant times herein, Plaintiffs had a right to occupy,
enjoy, and/or use said property without interference by Defendants.

68. Defendants' conduct described at length above, including their negligence and trespass,
resulted in a fire hazard and a foreseeable nuisance and obstruction to Plaintiffs' free use, occupancy

1 and enjoyment of their property, invaded the right of Plaintiffs to use, enjoy and occupy their property,
2 interfered with Plaintiffs' use and enjoyment of their property, and thereby caused Plaintiffs significant
3 harm and substantial damages. Said conduct and damages create the basis for an action of private
4 nuisance against Defendants pursuant to California Civil Code § 3479.

5 69. Plaintiffs' damages caused by said nuisance, including property loss, discomfort,
6 annoyance, and emotional distress, the amount of which damages will be proven at trial, were the direct
7 and proximate result of Defendants' conduct.

8 70. Moreover, Plaintiffs are entitled to recover and thereby seek recovery for damages
9 authorized under California Civil Code § 3334, including reasonable cost of repair or restoration of the
10 property to its original condition and/or loss-of-use damages..

11 71. Defendants' conduct was willful and wanton, exhibited a conscious contempt and
12 disdain for horrific and total destruction that Defendants knew could occur as a result of their
13 dangerous, extremely risky conduct, and therefore it is alleged that Defendants acted with malice.
14 Defendants therefore should be subject to an award of exemplary and punitive damages, in sums
15 according to proof at trial.

16 **FIFTH CAUSE OF ACTION**

17 **Public Nuisance**

18 (Against All Defendants)

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

20 73. Defendants owe and owed a duty to the public, which duty they could not delegate or
21 transfer, to operate their public utility business and specifically their electrical infrastructure, in
22 particular the design, creation, maintenance and/or operation of high voltage transmission lines, power
23 poles, and/or electrical equipment on power poles, and management and monitoring of fault risks
24 therein including encroachment by vegetation, in a manner that did not threaten harm or injury to the
25 public welfare

26 74. Defendants, by acting and/or failing to act, as alleged hereinabove, created a nuisance,
27 specifically in the form of a condition that was harmful to the health of the public, including Plaintiffs,
28 and created specifically a fire hazard and other related hazardous conditions to the general public and
specifically to Plaintiffs' property. These hazards and conditions interfered, substantially and
unreasonably, with the occupancy, use, and/or enjoyment of Plaintiffs' property.

75. Defendants did not have Plaintiffs' consent or authorization, either expressly or
impliedly, for this wrongful conduct.

1 76. Defendants created or permitted to exist a hazardous condition as described above,
2 which affected a substantial number of people in the general public, including Plaintiffs. As such, the
3 hazardous condition or conditions constituted a public nuisance under California Civil Code §§ 3479
4 and 3480 and California Public Resources Code § 4171. Further, the ensuing inferno that was the Eaton
5 Fire and/or Altadena Fire itself constituted a public nuisance under California Public Resources Code §
6 4170, as was its aftermath with the shrouding of an entire community with toxic ash and debris, and
creation of burned areas predisposed to mudslides and instability and erosion.

7 77. It should be noted that Defendants suffered harm distinct from the harms suffered by the
8 general public. Specifically, Plaintiffs are now deprived of the occupancy, possession, use, and/or
9 enjoyment of their land, real, and/or personal property. They are dealing with a property that poses
10 health and safety risks, that has suffered a diminution in fair market value; that is no longer
11 marketable or marketable at its previous value; and they now also have a property with eroded, toxic,
hydrophobic and contaminated soil and toxic sediment.

12 78. As a further direct and legal result of the conduct of Defendants, Plaintiffs have suffered,
13 and will continue to suffer discomfort, anxiety, fear, worries, annoyance, and/or stress attendant to the
14 interference with Plaintiffs' occupancy, possession, use and/or enjoyment of their property.

15 79. A reasonable, ordinary person would be annoyed or disturbed by the condition created
16 by Defendants, and the resulting Eaton Fire.

17 80. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
18 including Plaintiffs, outweighs the social utility of Defendants' conduct. Simply put, there cannot be
19 any social utility in operating dangerous electrical infrastructure and causing massive infernos that
destroy an entire region, town, or neighborhood in less than a few hours or days.

20 81. Defendants' conduct here was part of an ongoing, repeated pattern of conduct, and they
21 had engaged in similar prior conduct for which they faced sanctions, fines, liabilities, and loss, but from
22 which it appears they did not reform or learn.

23 82. The unreasonable conduct of Defendants described above is the direct and legal cause of
24 the harm, injury, and/or damage to the public, including Plaintiff.

25 83. Defendants breached their duties described above, including their duty to control
26 vegetation and intrusions to their electrical infrastructure, and they simply did not conduct enough or
27 sufficient inspections, and did not monitor for faults as they should have. As such, they failed to
28 ensure the safe delivery of electricity to residents and businesses through their electrical infrastructure,
and their failure to do so subjected members of the public living and/or working in their serviced areas,

1 including Plaintiffs, to a foreseeable danger of injury, death, loss of real property, loss of personal
2 property, massive costs and expenses to relocate and rebuild, among other innumerable losses.

3 84. Defendants' conduct described here is a public nuisance pursuant to California Public
4 Resources Code §§ 4104 and 4170, Civil Code §§ 3479 and 3480, and California Code of Civil
5 Procedure § 731. Under California Civil Code § 3493, Plaintiffs have standing to maintain an action for
6 public nuisance. The nuisance is particularly injurious to Plaintiffs because it is injurious and/or
7 offensive to the senses of Plaintiffs, unreasonably interfered and interferes with the comfortable
8 enjoyment of their properties, and/or unlawfully obstructed and obstructs the free use, in the customary
9 manner, of their properties.

10 85. Plaintiffs therefore seek a permanent injunction ordering that Defendants comply with
11 the various public utility codes they have breached, including stopping their continued violation of
12 California Public Resources Code §§ 4292 and 4293 and CPUC General Order 95. Plaintiffs also seek
13 an order directing Defendants to abate the existing and continuing nuisance described above.

14 **SIXTH CAUSE OF ACTION**

15 **Premises Liability**

16 (Against All Defendants)

17 86. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

18 87. Defendants were the holders of an easement and/or owners of real property in the area of
19 the initial origin of the Eaton Fire, and/or were the owners of the electrical infrastructure which caused
20 the fire and which was erected and operated upon said easement and/or right of way.

21 88. Defendants did not inspect, manage, maintain, and/or control the vegetation near their
22 electrical infrastructure and thereby permitted or created an unsafe condition which presented a
23 foreseeable risk of fire to ignite and spread in the area. Their acts or omissions in this regard were
24 unlawful (violating multiple CPUC regulations and other state law), wanton, reckless, careless and/or
25 negligent.

26 89. As a direct and legal result of said wanton, unlawful, careless, reckless and/or negligent
27 acts and/or omissions of Defendants, Plaintiffs suffered, and continue to suffer, the injuries and
28 damages as set forth above.

89. As a further direct and legal result of said intentional/willful, wrongful, wanton,
unlawful, careless, reckless and/or negligent acts and/or omissions of Defendants, Plaintiffs seek the
recovery of punitive and exemplary damages against Defendants as set forth above.

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SEVENTH CAUSE OF ACTION

Violation of California Public Utilities Code § 2106

(Against all Defendants)

91. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

92. As Public Utilities, Defendants are required by law to comply with CPUC rules and regulations pursuant to California Public Utilities Code § 702.

93. When a Public Utility fails to perform or inadequately performs duties required by the California Constitution, a law of the State, or a regulation or order of the Public Utilities Commission, and such failure leads to loss or injury, said Utility is then liable for that loss or injury, pursuant to California Public Utilities Code § 2106.

94. As Public Utilities, Defendants are and were required to provide and maintain service, equipment, and facilities in a manner adequate to maintain the safety, health, and convenience of their customers and the public, pursuant to California Public Utilities Code § 451.

95. Defendants are and were required to design, engineer, construct, operate, and maintain their electrical infrastructure in a manner consonant with their use, taking into consideration local conditions and other circumstances, so as to provide safe and adequate electric service, pursuant to CPUC General Order 95, and CPUC General Order 165.

96. Defendants are and were required to maintain vegetation in compliance with California Public Resources Code §§ 4293, 4294, 4435 and California Health & Safety Code § 13001.

97. As alleged above, in connection with their conduct as described above, Defendants violated California Public Utilities Code §§ 702, 451 and/or CPUC General Order 95, thereby making them liable for losses, damages, and injuries sustained by Plaintiffs pursuant to California Public Utilities Code § 2106.

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EIGHTH CAUSE OF ACTION

Violation of Health & Safety Code § 13007

(Against all Defendants)

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

99. By engaging in the conduct alleged in this Complaint, Defendants willfully, negligently, and in violation of law, caused the ignition of the Eaton Fire and the subsequent spread to multiple homes and properties in violation of California Health & Safety Code § 13007.

100. As a legal result of Defendants' conduct which caused the ignition of the Eaton Fire and the subsequent spread to multiple homes and properties and which were therefore violations of

1 California Health & Safety Code § 13007, Plaintiffs suffered recoverable damages to property under
2 California Health & Safety Code §§ 13008 and 13009.1.

3 101. Moreover, as a further legal result of the violation of California Health & Safety Code §
4 13007 by Defendants, Plaintiffs are entitled to reasonable attorney's fees under California Code of Civil
5 Procedure § 1021.9 for the prosecution of this cause of action.

6 102. Defendants should be subject to punitive and exemplary damages. This is because: (i)
7 the conduct, as described above, was despicable and subjected Plaintiffs to cruel and unjust hardship in
8 conscious disregard of their rights, constituting oppression; and (ii) Defendants' conduct was carried
9 on with a willful and conscious disregard of the rights and safety of Plaintiffs, constituting malice. An
10 officer, director, or managing agent of SCE personally committed, authorized, and/or ratified the
11 despicable and wrongful conduct alleged in this complaint.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs respectfully request the following relief:

- 14 A. All damages for the injuries and damages suffered as a result of Defendants' conduct,
15 including costs of repair, depreciation, and/or replacement of destroyed property, and/or
16 lost personal and/or real property, loss of wages, earning capacity, and/or business
17 profits or proceeds and/or any related displacement expenses; and any other similar
18 damages recoverable under California law.
- 19 B. Attorneys' fees, expert fees, consultant fees, and litigation costs and expense, as allowed
20 under California Code of Civil Procedure § 1021.9 and/or under to Code of Civil
21 Procedure § 1036.
- 22 C. An award of treble or double damages for wrongful injuries to timber, trees, or
23 underwood on their property, as allowed under California Civil Code § 3346;
- 24 D. An award of punitive/exemplary damages as authorized by law;
- 25 E. All costs of suit;
- 26 F. An award of pre- and post-judgment interest;
- 27 G. An award of general damages for fear, worry, annoyance, disturbance, inconvenience,
28 mental anguish, emotional distress, and loss of quiet enjoyment of property; and
- H. An award for such other and further relief as the Court shall deem proper.


29 **DEMAND FOR JURY TRIAL**

30 Plaintiff demands a trial by jury for all issues so triable.


1 Dated: February 14, 2025

2
3 Respectfully submitted,

4
5 Kokozyan Law Firm APC

6 By: 
7 _____
8 Bruce Kokozyan, Esq.
9 Attorneys for Plaintiffs

10 Sanjiv N. Singh APLC

11 By: 
12 _____
13 Sanjiv N. Singh, Esq.
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