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14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 HAROLD CHRISTIAN ROCHE,
18 individually, and on behalf of other members
19 of the general public similarly situated;

20 Plaintiff,

21 vs.

22 SOUTHERN CALIFORNIA EDISON
23 COMPANY, a California corporation;
24 EDISON INTERNATIONAL, a California
25 corporation; and DOES 1 through 100,
26 inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

- (1) Negligence;
- (2) Negligence *Per Se*;
- (3) Negligent Interference with Prospective Economic Advantage;
- (4) Inverse Condemnation;
- (5) Premises Liability;
- (6) Trespass;
- (7) Private Nuisance;
- (8) Public Nuisance;
- (9) Violation of California Public Utilities Code § 2106;
- (10) Violation of California Health and Safety Code § 13007;
- (11) Violation of California Business and Professions Code § 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 COMES NOW, Plaintiff CHRISTIAN ROCHE (“Plaintiff”), individually, and on behalf
2 of other members of the general public similarly situated, and alleges, based upon information and
3 belief and upon investigation of Plaintiff’s counsel, except for allegations specifically pertaining
4 to Plaintiff, which are based upon Plaintiff’s personal knowledge, as follows:

5 **INTRODUCTION**

6 1. On the evening of January 7, 2025, a literal inferno ignited in the foothills – the fire
7 that has now come to be known as the “Eaton Fire”. The Eaton Fire started in the area of Eaton
8 Canyon in the unincorporated census designated place in Los Angeles County, California, called
9 Altadena. For the reasons discussed herein, the Eaton Fire was caused by Defendants and was a
10 preventable disaster that has caused death, extreme danger, severe trauma, and heart-wrenching
11 tragedy and loss. As of January 16, 2025, the County of Los Angeles, Department of Medical
12 Examiner, has confirmed 17 deaths due to the Eaton Fire. (See **Exhibit A**).

13 2. Mr. Roche and his counsel are continuing to investigate to determine what other
14 parties contributed to and/or are responsible for the Eaton Fire and the ensuing loss of life as well
15 as loss of property, community, and human dignity.

16 3. Harold Christian Roche is an experienced and reputable tailor and designer of
17 clothes, doing business as “Dress LA” and “Christian Roche Bespoke.” Mr. Roche has been
18 dressing the well-heeled and elite members of the government, entertainment, and legal industries
19 throughout California, specializing in formal and professional made-to-measure suiting and shirts,
20 using the highest quality fabrics and materials.

21 4. At the time of the Eaton Fire, Mr. Roche was residing at, as well as operating his
22 business at, 2837 Santa Anita Avenue, Altadena, California 91001. Mr. Roche was required to
23 evacuate from this location at around 2:30 a.m. on January 8, 2025.

24 5. Most of Mr. Roche’s personal belongings and business property and inventory, as
25 well as his abode and place of work, were located at 2837 Santa Anita Avenue, Altadena,
26 California 91001 when the Eaton Fire began, and they were all burned and lost by the Eaton Fire.
27 Investigation and evaluation of the extent of loss suffered by Mr. Roche is ongoing.

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1 6. The property that Mr. Roche has been able to identify as having been lost due to
2 the Eaton Fire includes, *inter alia*, a 2008 Mercedes-Benz CLK 350 convertible, personal effects
3 (including, e.g., his clothes and golf clubs), as well as approximately \$200,000 of business
4 inventory (including, *inter alia*, raw materials, work in progress, finished goods, and tools,
5 equipment, and supplies).

6 7. Mr. Roche has retained the experienced and zealous advocates at Lawyers *for*
7 Justice, PC to represent him, and other class members he seeks to represent, in the above-captioned
8 action.

9 8. For approximately 15 years, Lawyers *for* Justice, PC has almost exclusively
10 focused on the prosecution of class actions in state and federal courts in the State of California.
11 Currently, Lawyers *for* Justice, PC is attorney-of-record in several hundred putative class actions
12 that are pending in state and federal courts in the State of California. Lawyers *for* Justice, PC is
13 comprised of over thirty-five attorneys (licensed mostly in California, but also multiple other
14 states) and dozens of non-attorney staff. The firm has extensive experience litigating cases through
15 all stages of certification, including the pre-certification, class certification, post-certification, and
16 trial phases, and has successfully litigated and settled thousands of cases. Lawyers *for* Justice, PC
17 has recovered hundreds of millions of dollars on behalf of hundreds of thousands of individuals in
18 the State of California.

19 9. Edwin Aiwanian is the Managing Lawyer of Lawyers *for* Justice, PC. He received
20 his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor
21 degree from Pepperdine University School of Law in May of 2004. He has extensive formal
22 training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as
23 part of its Masters in Dispute Resolution degree program. In October of 2000, he obtained a
24 Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000,
25 he studied Legal Writing at Harvard University. From approximately September 2002 to
26 approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane
27 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June
28 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson,

1 Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he
2 obtained a license to practice law from the California State Bar. Under his supervision, Lawyers
3 *for* Justice, PC has successfully obtained class certification by contested motion practice in
4 approximately sixteen (16) cases in the last decade and litigated over 1,000 class action or
5 representative action cases.

6 10. Joanna Ghosh is the Co-Managing Lawyer at Lawyers *for* Justice, PC. She received
7 a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
8 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
9 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
10 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
11 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
12 Court. She has successfully handled briefing and oral argument on appeal and obtained notable
13 decisions regarding Private Attorneys General Act claims and defense efforts to compel arbitration
14 of claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9
15 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
16 *N.A. v. Superior Court* (2019) 8 Cal.5th 175. She has significant experience with class actions,
17 including and not limited to working on cases to obtain class certification through contested motion
18 practice and working on cases in the post-certification stage (e.g., post-certification discovery,
19 appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in
20 a case involving a certified class consisting of thousands of individuals). She has extensive
21 experience with class action and/or representative action settlements, and has handled this process
22 in over five hundred (500) cases.

23 11. Melissa Rinehart is a Senior Attorney at Lawyers *for* Justice, PC. She received an
24 Associate of Arts degree in Political Science from Saddleback Community College in 2013 and
25 a Bachelor of Arts degree in Political Science/Public Law from University of California, San
26 Diego in 2015. She also completed the State Bar of California's Law Office Study Program in
27 2019. She is admitted to practice before all courts of the State of California (since 2020) and is
28 admitted to practice in the Northern, Central, and Eastern United States District Courts in

1 California. Since being licensed to practice law in California, her practice has almost exclusively
2 focused on the prosecution of class actions and representative actions in state and federal courts,
3 including and not limited to working on cases to obtain class certification through contested
4 motion practice.

5 12. Mr. Roche is ready, with the assistance of his well-qualified counsel, to represent
6 other victims of the Fires.

7 13. Mr. Roche seeks damages according to proof, and it is contemplated that damages
8 amount to at least \$50 billion.

JURISDICTION AND VENUE

10 14. This class action is brought pursuant to the California Code of Civil Procedure
11 section 382.

12 15. The monetary damages and restitution sought by Plaintiff exceed the minimal
13 jurisdiction limits of the Superior Court and will be established according to proof at trial.

14 16. This Court has jurisdiction over this action pursuant to the California Constitution,
15 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
16 except those given by statute to other courts. The statutes under which this action is brought do
17 not specify any other basis for jurisdiction.

18 17. This Court has jurisdiction over Defendants because, upon information and belief,
19 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by California courts consistent with traditional notions of fair play and substantial
22 justice.

23 18. Venue is proper in this Court because, upon information and belief, Defendants
24 maintain offices, have agents, employ individuals, and/or transact business in the State of
25 California, County of Los Angeles. Furthermore, the acts and omissions alleged herein relating to
26 Plaintiff and other class members took place in the State of California, including, *inter alia*, the
27 County of Los Angeles. At all relevant times, Defendants maintained their headquarters/“nerve
28 center” within the State of California, County of Los Angeles.

PARTIES

19. Plaintiff CHRISTIAN ROCHE is an individual residing in the State of California,
3 County of Los Angeles, in the immediate vicinity of the Eaton Fire, who suffered injuries,
4 damages, losses, emotional distress, harm, and other damages because of the Eaton Fire.

20. Plaintiff and other class members suffered damages including but not limited to:
6 damage to or destruction of real and personal property; loss of and/or interference with occupancy
7 and/or possession; damage to and/or loss of cherished possessions; lost wages; loss of earning
8 capacity; loss of business income and/or goodwill; out-of-pocket expenses directly and
9 proximately incurred because of the Fires; alternative living expenses; evacuation expenses;
10 transportation expenses; personal injuries; medical bills; and various types of emotional distress,
11 annoyance, inconvenience, disturbance, mental anguish and loss of quiet enjoyment of property.

21. Plaintiff and other class members were, at all times relevant to this pleading,
13 homeowners, property owners, renters, evacuees, businesses, business owners, and other
14 individuals and entities who have suffered and/or continue to suffer personal injuries, property
15 losses, emotional distress, and/or other damages from the Fires.

22. Defendants SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”) and
17 EDISON INTERNATIONAL (“EDISON”), at all times herein mentioned, upon information and
18 belief, are corporations authorized to do business and doing business in the State of California,
19 with their principal place of business in the County of Los Angeles, State of California.

23. SCE is an “Electrical Corporation” and also a “Public Utility” under, respectively,
21 California Public Utilities Code sections 218, subdivision (a) and 216, subdivision (a).

24. SCE provides electricity to the residents and businesses of Central, Coastal and
23 Southern California and, more particularly, to Plaintiff’s and other class members’ residences,
24 businesses, and property through a network of electrical transmission and distribution lines.

25. SCE is one of the nation’s largest electric utilities, serving a 50,000 square-mile
26 area within Central, Coastal and Southern California.

27. SCE’s assets total over \$80 billion.

28. SCE is wholly-owned by EDISON.

1 28. EDISON is an energy-based holding company headquartered in Rosemead,
2 California, and it is the parent company of SCE.

3 29. EDISON is a publicly traded company that owns and/or manages an “Electric
4 Plant” as defined in Public Utilities Code section 217, and, like its subsidiary SCE, is both an
5 “Electric Corporation” and a “Public Utility” under, respectively, Public Utilities Code sections
6 218, subdivision. It develops and operates energy infrastructure assets related to the production
7 and distribution of energy such as power plants, electric lines, natural gas pipelines, and liquefied
8 natural gas receipt terminals (a) and 216, subdivision (a).

9 30. Subsidiaries of EDISON provide customers with public utility services, and
10 services related to the generation of energy, generation of electricity, transmission of electricity
11 and natural gas, and distributing energy.

12 31. EDISON’s market cap is over \$25 billion.

13 32. At all relevant times, Defendants SCE and EDISON were suppliers of electricity to
14 members of the public.

15 33. As part of supplying electricity to members of the public, SCE installed,
16 constructed, built, maintained, and/or operated overhead power lines, with supporting poles and
17 appurtenances, to conduct electricity for delivery to members of the general public.

18 34. Furthermore, Plaintiff is informed and believes that SCE maintains vegetation near,
19 around and in proximity to their electrical equipment, pursuant and/or subject to State and Federal
20 Regulations, specifically including, but not limited to, California Public Resource Code sections
21 4292 and 4293, and California Public Utilities Commission (“CPUC”) General Order Nos. 95 and
22 165.

23 35. SCE owned, designed, constructed, installed, inspected, and/or maintained its
24 transmission circuit in Eaton Canyon and its Eagle Rock – Sylmar circuit, as well as related
25 hardware fixtures, devices, structures, components, property, easements, and rights of way that
26 were part of an electrical transmission system (“ETS”) in the County of Los Angeles.

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1 36. Although they are both Electric Companies and Public Utilities, SCE and EDISON
2 do not compete with one another, but have been structured and organized to create a synergistic,
3 integrated, and single enterprise where various components operate in concert with one another.

4 37. SCE and EDISON operate as a single business enterprise operating out of the same
5 building at 2244 Walnut Grove Ave, Rosemead, California to effectuate and carry out SCE's
6 business and operations and/or to benefit EDISON.

7 38. SCE and EDISON do not operate as separate entities, but integrate their resources
8 to achieve a common business purpose.

9 39. SCE is so organized and controlled, and its decisions, affairs, and business so
10 conducted as to make it a mere instrumentality, agent, conduit, or adjunct of EDISON

11 40. SCE's income results from function integration, centralization of management, and
12 economies of scale with EDISON

13 41. SCE and EDISON's officers and management are intertwined and do not act
14 independent of one another.

15 42. SCE and EDISON's officers and managers act in the interest of SCE as a single
16 enterprise.

17 43. EDISON has control and authority to choose and appoint SCE's board members
18 and its other top officers and managers.

19 44. EDISON maintains unified administrative control over SCE.

20 45. SCE and EDISON are insured by the same carriers and provide uniform or similar
21 pension, health, life, and disability insurance plans for employees.

22 46. SCE and EDISON have unified 401(k) Plans, pension and investment plans, bonus
23 programs, vacation policies, and paid time off from work schedules and policies.

24 47. SCE and EDISON invest funds from their programs and plans by a consolidated
25 and/or coordinated Benefits Committee controlled by SCE and administered by common trustees
26 and administrators;

27 48. SCE and EDISON have unified personnel policies and practices and/or a
28 consolidated personnel organization or structure;

1 49. EDISON's written guidelines, policies, and procedures control SCE's employees,
2 policies, and practices;

3 50. SCE and EDISON have unified accounting policies and practices dictated by
4 EDISON and/or common or integrated accounting organizations or personnel;

5 51. EDISON's officers, directors, and other management make policies and decisions
6 to be effectuated by SCE and/or otherwise play roles in directing SCE and/or deciding for SCE;

7 52. EDISON's officers, directors, and other management direct certain financial
8 decisions for SCE including the amount and nature of capital outlays;

9 53. EDISON files consolidated earnings statements factoring in all revenue and losses
10 from SCE, and consolidated tax returns, including those seeking tax relief; and/or, without
11 limitation.

12 54. At all times herein relevant, Defendants SCE and EDISON and DOES 1 through
13 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives,
14 servants, employees, successors-in-interest, co-conspirators, and/or assigns of each other, and at
15 all times relevant hereto, were acting within the course and scope of their authority as such agents,
16 partners, joint venturers, joint employers, representatives, servants, employees, successors, co-
17 conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with
18 the ratification, knowledge, permission, encouragement, authorization, and/or consent of each
19 defendant designated as a DOE herein.

20 55. The true names and capacities, whether corporate, associate, individual, or
21 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said
22 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
23 information and belief, alleges that each of the defendants designated as a DOE is legally
24 responsible for the events and happenings referred to in this Complaint and unlawfully caused the
25 injuries and damages to Plaintiff and other class members as alleged in this Complaint. Plaintiff
26 will seek leave of court to amend this Complaint to show the true names and capacities when the
27 same have been ascertained.

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56. Defendants SCE and EDISON and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

57. Plaintiff is informed and believes that Defendants here, and each of them, were agents and/or employees each of the other and in acting and/or failing to act as alleged herein, the Defendants, and each of them, were acting in the course and scope of the agency and/or employment relationship.

58. Plaintiff is informed and believes that Defendants are jointly and severally liable for each other's negligence, misconduct, and wrongdoing, as alleged herein.

CLASS ACTION ALLEGATIONS

59. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated and thus seeks class certification under California Code of Civil Procedure section 382.

60. The proposed class is defined as follows:

CLASS:

All individuals and/or legal entities, including and not limited to, homeowners, property owners, renters, evacuees, businesses, business owners, and other individuals and entities who have suffered and/or continue to suffer personal injuries, property losses, emotional distress, and/or other damages from the Eaton Fire and Hurst Fire in the State of California at any time during the period from January 7, 2025 to final judgment.

SUBCLASS A:

All individuals and/or legal entities, including and not limited to, homeowners, property owners, renters, evacuees, businesses, business owners, and other individuals and entities who have suffered and/or continue to suffer personal injuries, property losses, emotional distress, and/or other damages from the Eaton Fire in the State of California at any time during the period from January 7, 2025 to final judgment.

SUBCLASS B:

All individuals and/or legal entities, including and not limited to, homeowners, property owners, renters, evacuees, businesses, business owners, and other individuals and entities who have suffered and/or continue to suffer personal injuries, property losses, emotional distress, and/or other damages from the Hurst Fire in the State of California at any time during the period from January 7, 2025 to final judgment.

8 61. Plaintiff reserves the right to establish subclasses as appropriate.

9 62. The class is ascertainable, and there is a well-defined community of interest in the

10 litigation:

11 a. Numerosity: The class members are so numerous that joinder of all class
12 members is impracticable. The membership of the entire class is unknown
13 to Plaintiff at this time; however, the class is estimated to be greater than
14 twenty-five thousand (25,000) class members, and the identity of such
15 membership is readily ascertainable by multiple means, including and not
16 limited to, Defendants' business records (including, *inter alia*, customer
17 records) and public records.

18 b. Typicality: Plaintiff's claims are typical of all other class members' as
19 demonstrated herein. Plaintiff will fairly and adequately protect the
20 interests of other class members with whom he has a well-defined
21 community of interest.

22 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
23 class member, with whom he has a well-defined community of interest and
24 typicality of claims, as demonstrated herein. Plaintiff has no interest that is
25 antagonistic to other class members. Plaintiff's attorneys, the proposed
26 class counsel, are versed in the rules governing class action discovery,
27 certification, and settlement. Plaintiff has incurred, and during the
28 pendency of this action will continue to incur, costs and/or attorneys' fees

1 that have been, are, and will be necessarily expended for the prosecution of
2 this action for the substantial benefit of each class member.

3 d. Superiority: A class action is superior to other available methods for the fair
4 and efficient adjudication of this litigation because individual joinder of all
5 class members is impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class action
7 will advance public policy objectives of efficiently adjudicating the claims
8 of a large group of individuals who are all victims of the same disaster, and
9 facilitating their recovery of compensation and other relief, while also
10 addressing issues of great public concern regarding health and safety.

11 63. There are common questions of law and fact as to the class members that
12 predominate over questions affecting only individual members. The following common questions
13 of law or fact, among others, exist as to the members of the class:

14 a. Whether Defendants violated the applicable statutory, regulatory,
15 reasonable, and/or professional standards of care;

16 b. Whether Defendants have been classifying major categories of spending as
17 safety related, when in fact they did not relate to safety but instead related
18 to issues of customer satisfaction or electric service reliability.

19 c. Whether Defendants failed to replace and modernize their aging
20 infrastructure (i.e., equipment, facilities, systems, etc.), and bring their
21 operations into compliance with modern standards, use, and needs, to
22 protect public safety.

23 d. Whether Defendants willfully disregarded that known, chronic, and
24 enduring problems in their infrastructure posed high safety risk to the people
25 and businesses in the area of the Fires.

26 e. Whether Defendants failed to meet their obligations to furnish and maintain
27 adequate, efficient, just, and reasonable service, instrumentalities,
28 equipment, and facilities as are necessary to promote the safety, health,

comfort, and convenience of its patrons, employees, and the public, as required by, *inter alia*, California Public Utilities Code section 451.

- f. Whether Defendants failed to comply with design and safety standards for their electrical equipment, as required by, *inter alia*, California Public Utilities Commission General Order No. 95.
- g. Whether Defendants failed to engage in adequate vegetation management near their power lines and equipment to prevent the foreseeable danger of contact between vegetation and power lines starting a fire, and to comply with standards to protect the public from the hazards of overgrown vegetation, as required by, *inter alia*, California Public Resources Code sections 4292 and 4293.
- h. Whether Defendants failed to perform required inspections of their facilities, equipment, and systems, as required by, *inter alia*, California Public Utilities Commission General Order No. 165.
- i. Whether Defendants failed to timely and properly maintain, manage, inspect, and/or monitor the power lines, electrical equipment, and/or adjacent vegetation;
- j. Whether Defendants failed properly cut, trim, prune, and/or otherwise keep vegetation at a sufficient distance to avoid foreseeable contact with power lines;
- k. Whether Defendants failed to follow pole loading standards and allowed their poles to be overloaded.
- l. Whether Defendants failed to trim and/or prune vegetation to avoid creation of a safety hazard within close proximity of the power lines;
- m. Whether Defendants failed to make the overhead lines safe under all the exigencies created by surrounding circumstances and conditions;

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- 1 n. Whether Defendants failed to conduct adequate, reasonably prompt, proper,
2 effective, and/or frequent inspections of the electrical transmission lines,
3 wires, and/or associated equipment;
- 4 o. Whether Defendants failed to design, construct, monitor, and/or maintain
5 high voltage electrical transmission, and/or distribution power lines so they
6 avoid the potential to ignite a fire during long, dry seasons by allowing
7 vegetation to grow in an unsafe manner;
- 8 p. Whether Defendants failed to install the equipment necessary and/or to
9 inspect and repair the equipment installed, to prevent electrical transmission
10 and distribution lines from improperly sagging, operating, and/or contacting
11 other metal wires placed on poles and igniting fires;
- 12 q. Whether Defendants failed to keep equipment in a safe condition and/or
13 manage equipment to prevent fire;
- 14 r. Whether Defendants failed to deenergize power lines during fire-prone
15 conditions;
- 16 s. Whether Defendants failed to deenergize power lines after the ignition of
17 the Fires;
- 18 t. Whether Defendants failed to reprogram reclosers to prevent electrical
19 impulses from traveling in/through downed or damaged power poles, lines,
20 and other electrical equipment; and/or
- 21 u. Whether Defendants failed to properly train and to supervise employees and
22 agents responsible for maintenance and inspection of the distribution lines
23 and/or vegetation areas nearby these lines.

GENERAL ALLEGATIONS

Weather and Wildfire Warnings

26 64. Plaintiff is informed and believes, and based thereon alleges, that on January 3,
27 2025, National Weather Service Los Angeles issued a public alert regarding strong wind
28 conditions and noted the potential for wildfires. It issued a Fire Weather Watch alert in Los

Angeles and Ventura counties.

65. Plaintiff is informed and believes, and based thereon alleges, that on January 5, 2025, National Weather Service Los Angeles issued a Red Flag and High Wind Warning to citizens in Los Angeles and Ventura counties.

66. Plaintiff is informed and believes, and based thereon alleges, that, on January 6, 2025, National Weather Service Los Angeles issued several alerts warning of low humidity and very dry vegetation; that widespread damaging winds and low humidities will likely cause fire starts to rapidly grow in size with extreme fire behavior; that extreme caution should be used with any potential ignition sources; to expect downed trees and power outages; that there would be life threatening, destructive, and dangerous weather conditions; and that the locations of greatest concern include Pasadena and Altadena. (See **Exhibit B**).

Eaton Fire

67. Plaintiff is informed and believes that the Eaton Fire was caused by Defendants; it started at around 6:15 p.m. Pacific Time on January 7, 2025 in Eaton Canyon in the Altadena area, near Altadena Drive and Midwick Drive, at or around the vicinity of Defendants' high-voltage electrical towers. (See **Exhibit C**).

68. By 11:24 p.m. Pacific Time, California Department of Forestry and Fire Protection reported that the Eaton fire had reached more than 400 acres with no containment.

69. The Eaton Fire originated near the base of electrical towers located by the 2100 block of Canyon View Drive, based on eyewitness accounts from individuals who were in close proximity to the electrical towers, who observed the fire erupt and called 9-1-1. (**Exhibit D**).

70. Plaintiff is informed and believes that approximately 100,000 individuals were evacuated due to the Eaton Fire.

71. According to the California Department of Forestry and Fire Protection, the Eaton Fire has caused damage to over 1,000 structures, destroyed 9,000 structures, burned over 14,000 acres, caused injuries to approximately 9 fire personnel and civilians, and caused fatalities to 17 fire personnel and civilians. (See **Exhibit C**).

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1 72. Whisker Labs, a Maryland technology company that gets data from approximately
2 14,000 sensors that it operates, tracks problems on the electrical grid and detects abnormal activity
3 on electrical wires. The company said its system picked up signs of distress on power lines near
4 the start of the Fires in the Los Angeles area. Specifically, the company said that data from its
5 sensors showed that at least some power lines near the ignitions of the Fires remained energized
6 before the blazes began. (See **Exhibit E**).

7 73. Whisker Labs' sensors, which help predict and prevent electrical fires, signaled that
8 the windy conditions were causing problems like trees touching power lines. Bob Marshall,
9 founder and chief executive of the company said, “[t]he grid in the vicinity of the ignition locations
10 clearly was stressed with an increasingly significant number of faults in the preceding hours[.]”
11 (See **Exhibit E**).

12 74. The electrical tower and lines that failed and caused the Eaton Fire were owned and
13 controlled by Defendants.

14 75. Whisker Labs detected electrical faults in Defendants' system, in the general area
15 where the Eaton Fire started, around 6:00 p.m. (See **Exhibit F**).

16 76. Defendants' account of what happened with their equipment at Eaton Canyon has
17 shifted. Initially, in the days following the start of the fire, Defendants said there were no electrical
18 problems in the area during the 12 hours before the blaze. However, thereafter, Defendants said
19 that while there was not a problem in the transmission lines running through Eaton Canyon, a fault
20 had been measured at 6:11 p.m. at a substation roughly five miles away. (See **Exhibit F**).

21 77. Defendants maintained power on the towering high-voltage transmission lines at
22 Eaton Canyon, each carrying 220 kilovolts of electricity. (See **Exhibit F**).

23 78. The high-voltage transmission lines at Eaton Canyon still had power even though,
24 under Defendants' guidelines, engineers should consider cutting their power when winds exceed
25 68 to 90 miles per hour. (See **Exhibit F**).

26 79. Defendants failed to shut down power to the area even though it had multiple, prior
27 warnings of the Red Flag Conditions in the area.

28 **Hurst Fire**

80. Plaintiff is informed and believes that the Hurst Fire was caused by Defendants; it started at around 10:10 p.m. Pacific Time on January 7, 2025 in the Sylmar area, near Yarnell north of the 210 Freeway, around or in Defendants' Eagle Rock-Sylmar facilities. (See Exhibit G).

81. The Hurst Fire spread through the Sylmar area of Los Angeles, prompting evacuation orders for more than 44,000 people with 40,000 structures threatened, and ultimately damaged a few structures and burned over 700 acres. (See **Exhibit H** and **Exhibit I**).

82. Plaintiff is informed and believes that Defendants' equipment ignited the Hurst
9 Fire.

10 83. Defendants' January 10, 2025 Electrical Safety Incident Report acknowledged that
11 the incident has prompted fire agencies to investigate whether the infrastructure owned or operated
12 by Defendants ignited the Hurst First, that Defendants' Eagle Rock - Sylmar 220 kV circuit
13 experienced a relay at 10:11 p.m., and that a downed conductor was discovered at a tower
14 associated with Defendants' Eagle Rock - Sylmar 220 kV circuit. (See and **Exhibit G**).

Defendants' Responsibility

16 84. Prior to January 7, 2025, Defendants had a non-transferable, non-delegable duty to
17 properly construct, inspect, repair, maintain, manage, and/or operate their power lines and/or other
18 electrical equipment and to keep vegetation properly trimmed at a safe distance to prevent
19 foreseeable contact with such electrical equipment.

20 85. Defendants had an obligation to comply with several statutes, regulations, and
21 standards, with respect to the construction, inspection, repair, maintenance, management,
22 ownership, and/or operation of their power lines and other electrical equipment.

23 86. Pursuant to California Public Utilities Code section 451, “[e]very public utility shall
24 furnish and maintain such adequate, efficient, just, and reasonable service, instrumentalities,
25 equipment, and facilities . . . as are necessary to promote the safety, health, comfort, and
26 convenience of its patrons, employees, and the public.”

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1 87. To meet this safety mandate, Defendants must comply with several design
2 standards for their electrical equipment, as stated in California Public Utilities Commission
3 General Order No. 95.

4 88. For example, in extreme fire areas, Defendants must ensure that their power lines
5 can withstand winds of up to 92 miles per hour.

6 89. Another example, Defendants must follow several standards to protect the public
7 from the consequences of vegetation and/or trees coming into contact with their power lines and
8 other electrical equipment. Per California Public Resources Code section 4292, Defendants are
9 required to “maintain around and adjacent to any pole or tower which supports a switch, fuse,
10 transformer, lightning arrester, line junction, or dead end or corner pole, a firebreak which consists
11 of a clearing of not less than 10 feet in each direction from the outer circumference of such pole
12 or tower.”

13 90. Another example, pursuant to California Public Resources Code section 4293,
14 Defendants are required to maintain clearances of four to ten feet for all of their power lines,
15 depending of their voltage. In addition, “[d]ead trees, old decadent or rotten trees, trees weakened
16 by decay or disease and trees or portions thereof that are leaning toward the line which may contact
17 the line from the side or may fall on the line shall be felled, cut, or trimmed so as to remove such
18 hazard.”

19 91. Under California Public Utilities Commission General Order No. 165, Defendants
20 are also required to inspect their distribution facilities to maintain a safe and reliable electric
21 system, and Defendants must conduct “detailed” inspections of all of their overhead transformers
22 in urban areas at least every five years. Furthermore, every ten years, Defendants must conduct
23 “intrusive” inspections of their wooden poles that have not already been inspected and are over
24 fifteen years old.

25 92. Defendants knew or should have known that the above-referenced standards and
26 regulations were minimum standards and that Defendants must identify vegetation which posed a
27 foreseeable hazard to power lines and/or other electrical equipment, and to manage the growth of
28 vegetation near their power lines and equipment to prevent the foreseeable danger of contact

1 between vegetation and power lines starting a fire. Additionally, Defendants are required to
2 manage, maintain, repair, and/or replace their aging infrastructure to protect public safety. These
3 objectives could and should have been accomplished in several ways, including, but not limited
4 to, putting electrical equipment underground in wildfire-prone areas, increasing inspections,
5 developing and implementing protocols to shut down electrical operations in emergency situations,
6 modernizing infrastructure, and/or obtaining an independent audit of their risk management
7 programs to ensure effectiveness.

8 93. In California's dry season, these dry, hot, powerful winds (also known as the "fire"
9 or "devil" winds) blow inland from desert regions across the Mojave Desert. In a recent study
10 published in the International Journal of Wildland Fire in August 2024, scientists estimated that
11 fires driven by Santa Ana winds, account for about 90 percent of the area burned by fall and winter
12 wildfires in Southern California since 1950. (See **Exhibit J**).

13 94. Defendants knew and were aware that Southern California experiences, and was
14 experiencing in early January, Santa Ana winds, which are highly conducive to the rapid spread
15 of wildfires; the winds were a regular and foreseeable circumstance, that came to fruition, in
16 Southern California at the time of year in which the Eaton Fire and Hurst Fire (together, "Fires")
17 ignited.

18 95. Defendants knew and were aware that Southern California's natural environment,
19 comprised of chaparral (one of the most flammable vegetation complexes, consisting of dense and
20 thick, combustible material), coupled with the presence of strong winds that cause the level of
21 moisture to drop, posed an additional risk of fire.

22 96. Defendants knew and were aware of the foreseeable danger of wildfire as a result
23 of their power lines coming into contact with vegetation, including and not limited to, because
24 Defendants have been at fault for wildfires stemming from their electrical equipment in such
25 circumstances, on multiple occasions within the last decade, e.g., the Thomas Fire in 2017,
26 Woolsey Fire in 2018, Easy Fire in 2019, Camp Fire in 2022, and numerous other incidences.

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1 97. In January 2018, the California Public Utilities Commission adopted the California
2 Public Utilities Commission Fire-Threat Map, which depicts areas of California where there is an
3 elevated hazard for ignition and rapid spread of power line fires due to strong winds, abundant
4 dry vegetation, and other environmental conditions, and the area in and around the Eaton Fire is
5 both red and orange on this map, indicating the highest level of elevated hazard for the ignition
6 and rapid spread of power line fires due to strong winds, abundant dry vegetation, and/or other
7 environmental conditions.

8 98. Defendants knew that they had to maintain equipment and the surrounding
9 vegetation in compliance with the above-discussed and applicable regulations, and that their failure
10 to do so constituted negligence and would expose Plaintiff and other class members to a high
11 serious risk of property damage and economic losses caused by wildfires.

12 99. For several years, Defendants have known that their miles of aging power lines
13 pose a serious safety risk of triggering wildfires, a risk that has, unfortunately, materialized on
14 several occasions.

15 100. Defendants' service territory spans approximately 50,000 square miles,
16 approximately 63% of Defendants' electric transmission and distribution system is comprised of
17 overhead lines, and there are approximately 1.4 million utility poles in Defendants' service
18 territory.

19 101. Defendants played a key role in providing electricity to California's war
20 industries during World War II, and Defendants' poles were installed just after World War II, more
21 than approximately 70 years ago, when safety standards were much lower and the use and load on
22 the equipment was lower; while safety standards have changed and the use and load on the
23 equipment is much heavier since then, Defendants have failed to bring their operations (including
24 and not limited to, older poles) into compliance with modern standards, use, and needs. (**Exhibit**
25 **K**).

26 102. Although Defendants represented in 2013 that a large number of their poles meet
27 or surpass state regulations, they admitted that most of their poles were installed just after World
28 War II, that appropriate pole load is a necessity because more equipment than ever is being

1 installed by other telecommunications or cable companies, because “[o]ver the last few decades,
2 more and more devices have been installed on poles with the various advances in technology and
3 the way people now communicate,” “from phone lines to cable TV, to the Internet and wireless
4 service, some of the poles are carrying a heavier load so assessing, planning and fixing poles that
5 do not meet today’s safety standards is important[,]” that “[o]ver time, every part of SCE’s electric
6 grid infrastructure will need to be replaced,” and “[c]ontinual inspection and replacement of every
7 grid component is crucial to maintaining a reliable electric distribution system.” (**Exhibit K**).

8 103. Defendants noted that poles in high-wind areas such as in Southern California are
9 exposed to higher stresses, that if a pole fails and starts a wildfire, the fire is more likely to spread
10 in a high-wind area, and that if a pole fails in service, wildfires are more likely to start in high-fire
11 regions, in a 2015 report to the California Public Utilities Commission addressing the risk factors
12 in their electrical system.

13 104. In 2017, the California Public Utilities Commission ordered that the creation of a
14 shared database be investigated, specifically to address the problems with Defendants’
15 infrastructure that caused the 2007 Malibu Canyon Fire and electrical problems in the 2011
16 Windstorms. Specifically, the California Public Utilities Commission cited poorly maintained
17 poles and attachments as having caused substantial property damage and repeated loss of life in
18 California; that unauthorized pole attachments are particularly problematic; that a pole overloaded
19 with unauthorized equipment collapsed during windy conditions and started the Malibu Canyon
20 Fire of 2007, destroying and damaging luxury homes and burning over 4,500 acres; that
21 Windstorms in 2011 knocked down a large number of poles in Southern California, many of which
22 were later found to be weakened by termites, dry rot, and fungal decay.

23 105. Overloaded poles have been a long-standing problem for Defendants, because of
24 this, as part of Defendants’ 2012 General Rate Case, the California Public Utilities Commission
25 ordered Defendants to conduct a sample of Defendants-owned and jointly-owned utility poles to
26 determine whether pole loading complied with current legal standards. Defendants’ study found
27 that 22.3% of the over 5,000 poles tested failed to meet current design standards.

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1 106. In 2013, the California Public Utilities Commission's Safety and Enforcement
2 Division sent a letter to the California Public Utilities Commission Commissioners recommending
3 these changes to Defendants' policy to better approximate the true risk of their aging equipment:
4 (1) Defendants should conduct wind analysis in their service territory by incorporating actual wind
5 standards into their internal pole loading standards; (2) Defendants should conduct a pole loading
6 analysis of every pole carrying their facilities, employing a risk management approach, specifically
7 considering fire risk, communications facilities, and the number of overloaded poles in the area;
8 and (3) Defendants should commence pole mitigation measures soon and not wait for the pole
9 loading analysis to be completed.

10 107. In their 2015 General Rate Case, Defendants proposed a Pole Loading Program to
11 inspect and assess over 1.4 million poles over a seven-year period to identify and then remediate
12 those poles that do not meet the current standards.

13 108. Defendants determined that approximately \$1 billion in 2013-2017 capital
14 expenditures and \$38 million in the 2015 test year expenses were required to cover costs for pole
15 loading assessments and remediation. Defendants also noted that their electric and
16 telecommunications facilities are attached to over 1.4 million poles that range from less than one
17 year to nearly 100 years of age and that recent events, including the Malibu Canyon Fire in October
18 2007 and the November 2011 San Gabriel Valley windstorm, have shown that some of the poles
19 that failed during those incidents did not meet minimum pole loading criteria when measured
20 against today's standards.

21 109. Defendants claim to have started the above-described program in 2014, and
22 proposed that the assessment in high fire areas would be completed in 2017 and pole remediation
23 of overloaded poles would be completed in 2025. In the 2015 General Rate Case, Defendants
24 estimated that 22% of their utility poles were overloaded as a part of this assessment, and they
25 forecasted that over 205,000 poles would be assessed in 2015.

26 110. Defendants further disclosed that they had failed to meet the 2015 projected
27 assessment and repair numbers of overloaded poles, admitting that only approximately 142,500
28 out of the 205,000 pole assessments had been conducted. As a result, Defendants announced that

1 the duration of the program would be changed from seven years to ten years to allow for fewer
2 pole assessments each year.

3 111. Defendants failed to perform necessary assessment, inspection, remediation, and
4 maintenance of their electrical equipment, despite the aging infrastructure of their electric
5 equipment.

6 112. This willful disregard of known, chronic, and enduring problems in their equipment
7 posed high safety risk to the people and businesses in the area of the Fires.

8 113. Defendants knew about the significant risk of wildfires from their ineffective
9 vegetation management programs, unsafe equipment, and/or aging infrastructure for decades
10 before the Fires began, and have been repeatedly fined and/or cited for failing to mitigate these
11 risks. For example, since 2007, the California Public Utilities Commission has levied over \$78
12 million in fines against Defendants for electric and fire-related incidents.

13 114. In 1993, the San Bernardino Mill Creek fire was caused by a failure of Defendants'
14 overhead power line equipment when the high winds caused a power line to break, spark a fire,
15 and damage a nearby home.

16 115. In 1997, Defendants had failed to trim trees near and around their power lines and
17 their failure to perform adequate vegetation management near their distribution lines caused a
18 25,100-acre fire in Riverside County.

19 116. An investigation concluded that Defendants were responsible for a fire in 1998 in
20 which most of Stearns Wharf in Santa Barbara was burned, and Defendants ultimately signed an
21 undisclosed settlement relating to the incident.

22 117. In 2006, Defendants agreed to pay \$14 million to settle a federal suit stemming
23 from the 1994 Big Creek Forest Fire; the suit alleged, *inter alia*, that Defendants did not comply
24 with vegetation-clearance requirements around a high-voltage transformer that exploded and
25 ignited nearby dry grass, that Defendants did not install animal guards at the location, and that
26 Defendants' employees also lacked the equipment to stop the fire before it went into the forest.

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1 118. Defendants were also determined to be responsible for the 2007 Malibu Canyon
2 Fire; the fire began when three wooden utility poles that had been overloaded snapped during high
3 Santa Ana winds and ignited nearby brush and the fire burned 3,836 acres and destroyed or
4 damaged over 30 structures. (See Exhibit L). The California Public Utilities Commission alleged
5 that at least one pole that fell was overloaded with telecommunications equipment in violation of
6 the applicable standards. In 2013, Defendants entered a settlement under which the California
7 Public Utilities Commission fined Defendants \$37 million for their role in the fire, and \$17 million
8 of the settlement had to be spent on pole loading assessments and resulting remediation work in
9 Malibu Canyon and surrounding areas. (See Exhibit L & Exhibit M). Under the settlement
10 agreement with the California Public Utilities Commission, Defendants admitted they violated the
11 law by not taking prompt action to prevent their poles in Malibu Canyon from becoming
12 overloaded. (See Exhibit N). Further, Defendants admitted that a replacement pole did not
13 comply with the California Public Utilities Commission's safety regulations for new construction,
14 which should have caused Defendants to remedy the situation. (See Exhibit L).

15 119. Defendants were also found liable for the 2007 Nightsky fire in Ventura County;
16 the fire burned 53 acres and started when sagging, overloaded power lines arced and sparked. The
17 jury determined that Defendants had not properly maintained their lines, there were problems with
18 insulators or conductors on their poles, and that phase to ground faults, relay-tripping, and phase-
19 to-phase imbalances indicated the existence of a chronic, unfixed hazard.

20 120. In 2011, the United States Government sued Defendants for a wildfire in the San
21 Bernardino National Forest; a tree fell onto Defendants' power lines and emitted molten
22 aluminum, starting the fire. The Government alleged that Defendants should have removed the
23 tree prior to the fire during their inspection and maintenance. The Government was successful in
24 receiving a \$9.4 million verdict for fire suppression costs and rehabilitation of the forest.

25 121. In November and December of 2011, Santa Ana winds swept through Defendants'
26 territory, knocking down utility facilities, uprooting trees, and causing prolonged power outages;
27 over 200 wood utility poles and approximately 1,000 overhead electrical lines were affected.
28 California Public Utilities Commission's Safety and Enforcement Division performed an

1 investigation and concluded that Defendants and communication providers who jointly owned
2 utility poles violated the California Public Utilities Commission’s standards because at least 21
3 poles and 17 wires were overloaded in violation of safety factor requirements. Defendants were
4 fined \$16.5 million by the California Public Utilities Commission.

5 122. On May 15, 2014, at Defendants’ Whittier facility, an overhead conductor
6 separated and fell to the ground and a person came into contact with the downed conductor (which
7 was energized) and was electrocuted. Investigators at Risk Assessment and Safety Advisory Staff
8 of the California Public Utilities Commission’s Safety and Enforcement Division found that the
9 overhead conductor separated at an overhead connector, and that Defendants did not maintain the
10 connector for its intended use. Defendants received a \$50,000 citation for this fatality.

11 123. The Risk Assessment and Safety Advisory Staff of the California Public Utilities
12 Commission’s Safety and Enforcement Division is advancing a new “risk-informed” process to
13 support decision making and fund allocation in energy utility General Rate Cases.

14 124. When the Safety Advisory Staff of the California Public Utilities Commission’s
15 Safety and Enforcement Division assessed Defendants’ General Rate Cases application, the
16 regulatory agency was highly critical of Defendants’ risk assessment practices, determining it
17 would be unwise to accept Defendants’ risk assessment methods as a basis for determining
18 reasonableness of safety-related program requests.

19 125. The Safety Advisory Staff of the California Public Utilities Commission’s Safety
20 and Enforcement Division found that Defendants were classifying major categories of spending as
21 safety related, even though they relate to issues of customer satisfaction or electric service
22 reliability than safety. In particular, the agency analyzed and evaluated the risk-informed decision
23 framework used by Defendants to identify major risks and determine potential mitigation plans
24 and programs, and concluded that these methods and processes have not been particularly well
25 described or effectively used to inform the 2018 General Rate Cases Test Year budget request.

26 126. Defendants also admitted in testimony that they did not use risk assessment in the
27 identification of top risks, or to select programs to address those risks, but mostly after-the-fact as
28 a way to measure risk reduction associated with the programs or projects proposed.

1 127. The Safety Advisory Staff of the California Public Utilities Commission's Safety
2 and Enforcement Division found that Defendants failed to identify the threats having the potential
3 to lead to safety risk, noting that Defendants' approach to identify threats suffers from an almost
4 non-existent level of granularity.

5 128. Defendants also attempted to submit requests for funds for grid modernization
6 under the guise of safety improvements, however, the agency noted that improvement efforts are
7 typically portrayed as a means to expand integration of distributed energy resources and to improve
8 reliability. The agency emphasized that Defendants must distinguish between safety and reliability
9 when conducting safety risk assessment, and ultimately found that while Defendants projected
10 improvements in reliability metrics in their testimony from grid modernization, the agency did not
11 find that Defendants had provided similar projections in terms of improvement in safety metrics.

12 129. The Safety Advisory Staff of the California Public Utilities Commission's Safety
13 and Enforcement Division's report also found that because Defendants did not provide a risk
14 assessment to compare and rank all of its General Rate Cases programs, the agency was unable to
15 compare how Defendants have risk scored their proposed Grid Modernization program relative to
16 funding requests for their traditional infrastructure replacement programs.

17 130. The Safety Advisory Staff of the California Public Utilities Commission's Safety
18 and Enforcement Division's report also noted that nearly 19% of poles reviewed in Defendants'
19 Pole Loading Program study were overloaded, and they specifically failed the bending analysis.
20 The agency also expressed concern that any forthcoming assessments by Defendants utilizing new
21 software and potentially continually changing design criteria could not be adequately managing,
22 mitigating, and minimizing safety risks associated with pole loading.

23 131. The Safety Advisory Staff of the California Public Utilities Commission's Safety
24 and Enforcement Division recommended that the California Public Utilities Commission require
25 the agency to conduct a pole loading study on a statistically valid sample for Defendants' service
26 territory and hire an independent engineering firm, with appropriate California-licensed engineers,
27 verify and validate Defendants' software to test the results provided by the specific software
28 version utilized for Defendants' electrical distribution and transmission wood pole design, against

1 California Public Utilities Commission General Order No. 95's Overhead Line Construction safety
2 requirements, since the utility could not do so reliably on its own.

3 132. The Safety Advisory Staff of the California Public Utilities Commission's Safety
4 and Enforcement Division report found that the high risk scores of Defendants' infrastructure
5 showed that Defendants' methodology did not prioritize safety. The agency determined that
6 Defendants needed to make substantial improvements in evaluating and characterizing the risk of
7 its infrastructure; that Defendants' methods of determining risk underestimated both the frequency
8 and consequence or impact of very low frequency and very high consequence events, such as
9 highly catastrophic wildfires, and that this is particularly true where Defendants relied on historical
10 data as basis for estimating the frequency and consequence terms; and that Defendants could not
11 provide even a qualitative prioritization of their risks.

12 133. Thus, Defendants knew or should have known of the risks their system created
13 before the Fires began because they were alerted to the risk and were criticized for their conduct
14 several times before.

15 134. Defendants are liable for extensive property and non-property damages suffered by
16 Plaintiff and other class members.

17 135. As a result of the Fires, sewer, power, transit and road, and water infrastructures
18 have been damaged and will need to be repaired and reconstructed. It is also expected that there
19 will be short- and long-term effects on employment, productivity, and job growth, and business.
20 Further, it is expected that there will be adverse health conditions due to wildfire smoke, particulate
21 matter and debris in the air (from the burning of houses and businesses and their contents, as
22 opposed to mere burning of vegetation), and water contamination, including and not limited to,
23 asthma and other respiratory conditions, cancer, and preterm births. (See **Exhibit O**).

24 136. Advisories and instructions were issued to Plaintiffs and other class members in the
25 aftermath of the Fires, because water was and has been polluted due to chemical contaminants as
26 a result of the Fires, posing danger to public health and safety in several communities. For
27 example, for the Altadena area, the Lincoln Avenue Water Company told customers not to use tap
28 water and not to try to treat water themselves, and that instead they should use bottled water for

1 drinking, brushing teeth, cooking and bathing, and the Las Flores Water Company and the Rubio
2 Cañon Land and Water Association issued similar advisories to their customers. For the hillside
3 and canyon areas north of Altadena near Angeles National Forest, the Kinneloa Irrigation District
4 told customers not to use tap water for drinking or cooking, not to boil or otherwise try to treat
5 water themselves, and to use bottled water instead. In the Pasadena area, the Pasadena Water and
6 Power issued an alert not to drink tap water in certain parts of its service area, and instructed people
7 that they should use bottled water for drinking, preparing food and washing dishes. (See Exhibit
8 P).

9 137. As such, the Fires have imposed and will continue to impose significant annoyance,
10 loss of enjoyment, danger, loss of life and/or reduction in life span, and monetary loss on Plaintiff
11 and other class members, for years to come.

12 138. AccuWeather estimated damages and economic loss to the people and economy in
13 Southern California, relating to the Fires, due to what has occurred and what is to come, to be well
14 in excess of \$50 billion. AccuWeather's estimate takes into account the damage and destruction
15 of thousands of homes and businesses, damage to utilities and infrastructure, including
16 contamination of water systems from debris, the financial impact of evacuation orders for more
17 than 100,000 people, the long-term cost of rebuilding or relocation for people in densely populated
18 areas whose homes were destroyed, anticipated cleanup and recovery costs, emergency shelter
19 expenses, hospital evacuations, as well as immediate and long-term health care costs for people
20 who were injured or exposed to unhealthy air quality from wildfire smoke and impacts on
21 commerce, both locally and nationally. (See Exhibit Q).

22 139. AccuWeather's Chief Meteorologist Jonathan Porter stated that "[o]thers' estimates
23 of the total estimates of the total damage and economic loss from the current wildfires plaguing
24 Southern California, such as JP Morgan and Moody's at \$50 billion and \$8 billion, respectively,
25 seem to be far too low and may have an incomplete picture of the devastating impacts or missing
26 key parameters that AccuWeather has identified and is including within its estimates for total
27 damage and economic loss" and that "[t]hese other estimates don't even seem to begin to cover
28 the magnitude of the disaster experienced by people whose personal and professional lives may be

1 impacted negatively in the coming years or even a decade.” (See **Exhibit Q**).

2 **FIRST CAUSE OF ACTION**

3 **Negligence**

4 **(Against SCE, EDISON, and DOES 1 through 100)**

5 140. Plaintiff incorporates by reference the allegations contained in the paragraphs
6 above, and each and every part thereof with the same force and effect as though fully set forth
7 herein.

8 141. Defendants, and each of them, had and have a non-transferable, non-delegable duty
9 to apply a level of care commensurate with and proportionate to the danger of designing,
10 engineering, constructing, operating, and maintaining electrical transmission and distribution
11 systems, including vegetation clearance.

12 142. Defendants, and each of them, had and have a non-transferable, non-delegable duty
13 of vigilant oversight in the maintenance, use, operation, repair, and inspection appropriate to the
14 changing conditions and circumstances of their electrical transmission and distribution systems.

15 143. Defendants, and each of them, have special knowledge and expertise far beyond
16 that of a layperson, that they were obligated and required to use in the design, engineering,
17 construction, use, operation, inspection, repair, and maintenance of electrical infrastructure, lines,
18 equipment, and surrounding vegetation to assure safety under the local conditions of the service
19 area, including but not limited to, those conditions identified herein.

20 144. Defendants, and each of them, breached their respective duties owed to Plaintiff
21 and other class members by, including, but not limited to:

- 22 a. Whether Defendants violated the applicable statutory, regulatory,
23 reasonable, and/or professional standards of care;
- 24 b. Whether Defendants have been classifying major categories of spending as
25 safety related, when in fact they did not relate to safety but instead related
26 to issues of customer satisfaction or electric service reliability.

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- c. Whether Defendants failed to replace and modernize their aging infrastructure (i.e., equipment, facilities, systems, etc.), and bring their operations into compliance with modern standards, use, and needs, to protect public safety.
- d. Whether Defendants willfully disregarded that known, chronic, and enduring problems in their infrastructure posed high safety risk to the people and businesses in the area of the Fires.
- e. Whether Defendants failed to meet their obligations to furnish and maintain adequate, efficient, just, and reasonable service, instrumentalities, equipment, and facilities as are necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public, as required by, *inter alia*, California Public Utilities Code section 451.
- f. Whether Defendants failed to comply with design and safety standards for their electrical equipment, as required by, *inter alia*, California Public Utilities Commission General Order No. 95.
- g. Whether Defendants failed to engage in adequate vegetation management near their power lines and equipment to prevent the foreseeable danger of contact between vegetation and power lines starting a fire, and to comply with standards to protect the public from the hazards of overgrown vegetation, as required by, *inter alia*, California Public Resources Code sections 4292 and 4293.
- h. Whether Defendants failed to perform required inspections of their facilities, equipment, and systems, as required by, *inter alia*, California Public Utilities Commission General Order No. 165.
- i. Whether Defendants failed to timely and properly maintain, manage, inspect, and/or monitor the power lines, electrical equipment, and/or adjacent vegetation;

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- j. Whether Defendants failed properly cut, trim, prune, and/or otherwise keep vegetation at a sufficient distance to avoid foreseeable contact with power lines;
- k. Whether Defendants failed to follow pole loading standards and allowed their poles to be overloaded.
- l. Whether Defendants failed to trim and/or prune vegetation to avoid creation of a safety hazard within close proximity of the power lines;
- m. Whether Defendants failed to make the overhead lines safe under all the exigencies created by surrounding circumstances and conditions;
- n. Whether Defendants failed to conduct adequate, reasonably prompt, proper, effective, and/or frequent inspections of the electrical transmission lines, wires, and/or associated equipment;
- o. Whether Defendants failed to design, construct, monitor, and/or maintain high voltage electrical transmission, and/or distribution power lines so they avoid the potential to ignite a fire during long, dry seasons by allowing vegetation to grow in an unsafe manner;
- p. Whether Defendants failed to install the equipment necessary and/or to inspect and repair the equipment installed, to prevent electrical transmission and distribution lines from improperly sagging, operating, and/or contacting other metal wires placed on poles and igniting fires;
- q. Whether Defendants failed to keep equipment in a safe condition and/or manage equipment to prevent fire;
- r. Whether Defendants failed to deenergize power lines during fire-prone conditions;
- s. Whether Defendants failed to deenergize power lines after the ignition of the Fires;

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- 1 t. Whether Defendants failed to reprogram reclosers to prevent electrical
- 2 impulses from traveling in/through downed or damaged power poles, lines,
- 3 and other electrical equipment; and/or
- 4 u. Whether Defendants failed to properly train and to supervise employees and
- 5 agents responsible for maintenance and inspection of the distribution lines
- 6 and/or vegetation areas nearby these lines.

7 145. The Fires were each a direct, legal, and proximate result of Defendants' negligence.
8 As a direct, proximate, and legal result of the negligence, Plaintiff and other class members
9 suffered damages as alleged herein.

10 146. Defendants failed to properly inspect and maintain electrical infrastructure and
11 equipment which they knew, given the then existing and known weather, climate, fire, mudslide
12 and/or debris flow -risk conditions, posed a risk of harm to Plaintiff and other class members, and
13 to their real and/or personal property. Defendants knew that, if the subject electrical infrastructure
14 came in contact with vegetation, a fire would likely result. Defendants also knew that, given the
15 existing and known weather, climate, fire, mudslide and/or debris flow -risk conditions, said fire
16 was likely to pose a risk of property damage, economic loss, personal injury, and/or death to the
17 general public, including to Plaintiff and other class members.

18 147. Over the past decade, Defendants have been subject to numerous fines and penalties
19 because of Defendants ongoing failure to abide by safety rules, regulations, and standards.

20 148. The property damage and economic losses occasioned by the Fires resulted from
21 the ongoing custom and practice of Defendants of consciously disregarding the safety of the public
22 and not following statutes, regulations, standards, and rules in the course of business operations.

23 149. Despite having caused death, injury, property damage, and economic loss to
24 numerous people, Defendants have continued to act in conscious disregard for the safety of others,
25 creating and exposure the general public and their employees to their unsafe conduct and resulting
26 unsafe conditions.

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1 150. Defendants, to keep costs low and/or reduce their expenditures, failed to properly
2 inspect and maintain the subject electrical infrastructure despite knowing that any incident was
3 likely to result in a fire that would burn and/or kill people, damage or destroy property, and/or
4 cause harm to employees and the general public, including Plaintiff and other class members.

5 151. The actions of Defendants did result in damages to Plaintiff and other class
6 members.

7 152. Defendants failed to make the proper inspections, failed to properly maintain the
8 lines, failed to properly trim vegetation, failed to properly and timely remove vegetation, and failed
9 to safely operate their electrical infrastructure, to save money.

10 153. The negligence of Defendants was a substantial factor in causing Plaintiff's and
11 other class members' damages.

12 154. Defendants' failure to comply with their duties of care proximately caused damage
13 to Plaintiff and other class members.

14 155. As a further direct and proximate result of Defendants' negligence, Plaintiff and
15 other class members suffered damages including, but not limited to property damage, loss of
16 cherished possessions, economic loss, business loss, emotional distress, annoyance, disturbance,
17 inconvenience, mental anguish, loss of quiet enjoyment of property, and costs related to evacuation
18 and/or relocation.

19 156. The Fires physically damaged and destroyed properties upon which Plaintiff and
20 other class members depended to make their living. The property damaged include homes, offices,
21 and other facilities where Plaintiff and other class members worked, homes, offices, and other
22 facilities where Plaintiff's and other class members' patrons lived and worked, as well as the roads
23 and highways, which enabled Plaintiff and other class members to access and conduct their
24 businesses, and their patrons to access their businesses.

25 157. Defendants were and are in a special relationship to Plaintiff and other class
26 members. As a supplier of electrical power to Plaintiff and other class members (and/or entities
27 in privity with them) and the region in which Plaintiff and other class members lives and do
28 business, Defendants' operation of their electrical equipment was intended to and did directly

1 affect Plaintiff and other class members.

2 158. Defendants operated their electrical infrastructure in close geographic proximity to
3 Plaintiff and other class members, and with knowledge of the homes and businesses near those
4 wires. As a result, Defendants' operation of their wires was plainly intended to affect Plaintiff and
5 other class members.

6 159. The harm to Plaintiff and other class members from the Defendants' failure to
7 properly inspect, repair, and maintain electrical infrastructure was foreseeable. Specifically, it was
8 foreseeable that such conduct would cause a massive wildfire, and that such a wildfire would
9 destroy personal and real property near such infrastructure, force Plaintiff and other class members
10 in the region to evacuate, cause a mudslide and/or debris flow, and deter those who would have
11 visited from visiting the area, resulting in fewer customers to patronize local businesses and fewer
12 economic opportunities for Plaintiff and other class members.

13 160. Plaintiff and other class members suffered injuries which were clearly and certainly
14 caused by the Fires, resulting evacuation and/or relocation and economic losses, and the remedial
15 measures they were forced to take to restore their properties and businesses.

16 161. Defendants' conduct has caused terrible injuries, including the damages to Plaintiff
17 and other class members through no fault of their own, and incalculable damage to the
18 environment.

19 162. Public policy supports finding a duty of care in this circumstance due to Defendants
20 violation of California Civil Code sections 3479 and 3480, California Public Utilities Code section
21 2106, and California Health and Safety Code section 13007.

22 163. Defendants are large billion-dollar corporations with tens of billions of total assets,
23 that are better placed to absorb the cost of the disaster that ensued from the Fires, than Plaintiff
24 and other class members, who are individual property owners, tenants, independent contractors,
25 and business owners.

26 164. A finding of a duty of care on Defendants will also deter Defendants from failing
27 to properly inspect, repair, and maintain their electrical infrastructure, whereas burdening Plaintiff
28 and other class members with the cost of this disaster will have no deterrent value, as Plaintiff and

other class members are victims through no fault of their own.

165. Wildfire insurance, corporate liability insurance, and reinsurance are widely available and prevalent in the industry, and Defendants maintain substantial wildfire insurance to pay for precisely these incidents.

166. Further, the conduct alleged against Defendants was despicable and subjected Plaintiff and other class members to cruel and unjust hardship in conscious disregard of their rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages.

167. Defendants' conduct evidences a conscious disregard for the safety of others, including Plaintiff and other class members.

168. Defendants' conduct was and is despicable conduct and constitutes malice as defined by Civil Code section 3294.

169. An officer, director, or managing agent of Defendants committed, authorized, and/or ratified the despicable and wrongful conduct alleged.

170. Plaintiff and other class members are entitled to, and seek, an award of punitive and exemplary damages in an amount according to proof against Defendants.

SECOND CAUSE OF ACTION

Negligence *Per Se*

(Against SCE, EDISON, and DOES 1 through 100)

171. Plaintiff incorporates by reference the allegations contained in the paragraphs above, and each and every part thereof with the same force and effect as though fully set forth herein.

172. Prior to and on January 7, 2025, Plaintiff and other class members were owners of real property and personal property within Southern California.

173. Prior to and on January 7, 2025, Defendants installed, owned, operated, used, controlled, and/or maintained electrical distribution systems and infrastructure in Southern California.

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1 174. Prior to and on January 7, 2025, as a direct, necessary, and legal result of
2 Defendants' installation, ownership, operation, use, control, and/or maintenance for a public use
3 of power lines and electrical equipment, Defendants' electrical lines and/or equipment came in
4 contact with vegetation and caused the Fires, which burned thousands of acres, including property
5 owned or occupied by Plaintiff and other class members.

6 175. The Fires damaged and/or destroyed Plaintiff's and other class members' real
7 and/or personal property.

8 176. The damage to Plaintiff's and other class members' property was proximately and
9 substantially caused by Defendants' actions and inactions in that Defendants' installation,
10 ownership, operation, use, control, and/or maintenance for a public use of power lines and
11 equipment was negligent and caused the Fires.

12 177. Plaintiff and other class members have not received adequate compensation for the
13 damage to and/or destruction of their property constituting a taking or damaging of Plaintiff's and
14 other class members' property by Defendants without just compensation.

15 178. As a direct and legal result of the above-described damages to Plaintiff's and other
16 class members' property, including loss of use and interference with access, enjoyment and
17 marketability of real property, and damage/destruction of personal property, Plaintiff and other
18 class members have been damaged in amounts according to proof.

19 179. Plaintiff and other class members have incurred and will continue to incur
20 attorneys, appraisal, and engineering fees and costs because of Defendants' conduct, in amounts
21 that cannot yet be ascertained, but which are recoverable under California Code of Civil Procedure
22 section 1036.

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FOURTH CAUSE OF ACTION

Public Nuisance

(Against SCE, EDISON, and DOES 1 through 100)

180. Plaintiff incorporates by reference the allegations contained in the paragraphs above, and each and every part thereof with the same force and effect as though fully set forth herein.

181. Defendants owed a non-transferable, non-delegable duty to the public, including Plaintiff and other class members, to conduct their business, in particular the maintenance and/or operation of power lines, power poles, and/or electrical equipment on power poles, and adjacent vegetation in proximity to their electrical infrastructure in Southern California, so it did not threaten harm or injury to the public welfare.

182. Defendants, by acting and/or failing to act, as alleged hereinabove, created a condition harmful to the health of the public, including Plaintiff and other class members, and created a fire hazard and other potentially dangerous conditions to Plaintiff and other class members' property, which interfered with the comfortable occupancy, use, and/or enjoyment of Plaintiff and other class members' property. This interference is both substantial and unreasonable.

183. Plaintiff and other class members did not consent, expressly or impliedly, to the wrongful conduct of Defendants.

184. The hazardous condition created by and/or permitted to exist by Defendants affected many people simultaneously within the general public, including Plaintiff and other class members, and constituted a public nuisance under California Civil Code section 3479 and 3480 and California Public Resources Code section 4171. Further, the ensuing Fires constituted a public nuisance under California Public Resources Code section 4170.

185. The damaging effects of Defendants' creation of fire hazards and the ensuing Fires are ongoing and affect the public. There is a long-term risk of mudslides and/or debris flow because the region was destabilized by the Fires.

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1 186. As a direct and legal result of the conduct of Defendants, Plaintiff and other class
2 members suffered harm different from the harm suffered by the general public. Specifically,
3 Plaintiff and other class members have lost the occupancy, possession, use, and/or enjoyment of
4 their land, real, and/or personal property, including, but not limited to: a reasonable and rational
5 fear that the area is still dangerous; a diminution in the fair market value of their property; an
6 impairment of the ability to sell their property; soils that have become hydrophobic; exposure to
7 an array of toxic substances on their land; the presence of “special waste,” mud, and/or boulders
8 on their property that requires special management and disposal; and economic losses.

9 187. As a further direct and legal result of the conduct of Defendants, Plaintiff and other
10 class members have suffered, and will continue to suffer, discomfort, anxiety, fear, worries,
11 annoyance, and/or stress attendant to the interference with Plaintiff and other class members’
12 occupancy, possession, use and/or enjoyment of their property.

13 188. A reasonable, ordinary person would be annoyed or disturbed by the condition
14 created by Defendants, and the resulting Fires.

15 189. Defendants’ conduct is unreasonable and the seriousness of the harm to the public,
16 including Plaintiff and other class members, outweighs the social utility of Defendants’ conduct.
17 There is little or no social utility associated with causing the Fires and tremendous destruction and
18 loss of life.

19 190. The individual and/or collective conduct of Defendants set forth above resulting in
20 the Fires is not an isolated incident, but is ongoing and/or a repeated course of conduct, and
21 Defendants’ prior conduct and/or failures have resulted in other fires and damage to the public.

22 191. The unreasonable conduct of Defendants is a direct and legal cause of the harm,
23 injury, and/or damage to the public, including Plaintiff and other class members.

24 192. Defendants have individually and/or collectively failed to and refused to conduct
25 proper inspections and to properly trim, prune, and/or cut vegetation to ensure the safe delivery of
26 electricity to Plaintiff and other class members through operating power lines in the affected area,
27 and Defendants’ individual and/or collective failure to do so exposed every member of the public
28 to a foreseeable danger of personal injury, death, and/or losing or destruction real and personal

property.

193. Defendants' conduct set forth above constitutes a public nuisance within the meaning of California Civil Code section 3479 and 3480, California Public Resources Code sections 4104 and 4170, and California Code of Civil Procedure section 731.

194. Under California Civil Code section 3493, Plaintiff and other class members have standing to maintain an action for public nuisance because the nuisance is especially injurious to Plaintiff and other class members because it is injurious and/or offensive to the senses of Plaintiff and other class members, unreasonably interferes with the comfortable enjoyment of their properties, and/or unlawfully obstructs the free use, in the customary manner, of their properties.

195. Plaintiff seeks a permanent injunction ordering that Defendants stop continued violation of California Public Resource Code sections 4292 and 4293 and California Public Utilities Commission General Order No. 95.

196. Plaintiff also seeks an order directing Defendants to abate the existing and continuing nuisance described above.

FIFTH CAUSE OF ACTION

Private Nuisance

(Against SCE, EDISON, and DOES 1 through 100)

197. Plaintiff incorporates by reference the allegations contained in the paragraphs above, and each and every part thereof with the same force and effect as though fully set forth herein.

198. Plaintiff and other class members own and/or occupy property at or near the site of the Fires. At all times herein, Plaintiff and other class members had a right to occupy, enjoy, and/or use their property without interference by Defendants.

199. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiff and other class members' property, invaded their right to use their property, and interfered with their enjoyment of their property, causing them unreasonable harm and substantial actual damages constituting a nuisance under California Civil Code section 3479.

1 200. As a direct and proximate result of Defendants' conduct, Plaintiff and other class
2 members sustained loss and damage, including but not limited to damage to property, discomfort,
3 annoyance, and emotional distress, which will be proven at trial.

4 201. As a further direct and proximate result of the conduct of Defendants, Plaintiff and
5 other class members seek the reasonable cost of repair or restoration of the property to its original
6 condition and/or loss-of-use damages, as allowed under California Civil Code section 3334

7 202. Defendants' conduct was willful and wanton, and with a conscious contempt and
8 disdain for the disastrous consequences that Defendants knew could occur because of their
9 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiff and other class
10 members.

11 203. Plaintiff and other class members are entitled to, and seek, punitive and exemplary
12 damages in a sum according to proof against Defendants.

SIXTH CAUSE OF ACTION

Premises Liability

(Against SCE, EDISON, and DOES 1 through 100)

16 204. Plaintiff incorporates by reference the allegations contained in the paragraphs
17 above, and each and every part thereof with the same force and effect as though fully set forth
18 herein.

19 205. Defendants were the owners of an easement and/or real property in the area of
20 origin of the Fires, and/or were the owners of the electrical infrastructure upon the easement and/or
21 right of way.

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

26 207. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
27 Plaintiff and other class members suffered, and continue to suffer, the injuries and damages.

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208. Plaintiff and other class members are entitled to, and seek, punitive and exemplary damages according to proof against Defendants.

SEVENTH CAUSE OF ACTION

Trespass

(Against SCE, EDISON, and DOES 1 through 100)

209. Plaintiff incorporates by reference the allegations contained in the paragraphs above, and each and every part thereof with the same force and effect as though fully set forth herein.

9 210. Plaintiff and other class members were the owners and/or lawful occupiers of real
10 property damaged by the Fires

11 211. Defendants had a duty to use reasonable care not to enter, intrude on, or invade
12 Plaintiff and other class members' real properties. Defendants negligently allowed the Fires to
13 ignite and/or spread out of control and for debris from the Fires to flow, injuring Plaintiff and other
14 class members. The spread of a negligently caused fire and/or debris flows to wrongfully occupy
15 the land of another constitutes a trespass.

16 212. Plaintiff and other class members did not grant permission for Defendants to cause
17 the Fires and/or related debris flows to enter their properties.

18 213. As a direct, proximate, and substantial cause of the trespass, Plaintiff and other class
19 members have suffered and will continue to suffer damages, including but not limited to damage
20 to property, discomfort, annoyance, and emotional distress in an amount to be proved during trial.

21 214. As a further direct and proximate result of the conduct of Defendants, Plaintiff and
22 other class members have hired and retained counsel to recover compensation for loss and damage
23 and may recover all attorney's fees, expert fees, consultant fees, and litigation costs and expenses,
24 as allowed under California Code of Civil Procedure section 1021.9.

25 215. As a further direct and proximate result of the conduct of Defendants, Plaintiff and
26 other class members seek treble or double damages for wrongful injuries to timber, trees, or
27 underwood on their property, as allowed under California Civil Code section 3346.

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1 216. As a further direct and proximate result of the conduct of Defendants, Plaintiff and
2 other class members seek the reasonable cost of repair or restoration of their properties to their
3 original condition and/or loss-of-use damages, as allowed under California Civil Code section
4 3334.

5 217. Defendants' conduct was willful and wanton, and with a conscious contempt and
6 disdain for the disastrous consequences that Defendants knew could occur because of their
7 dangerous conduct. Defendants acted with malice towards Plaintiff and other class members.

8 218. Plaintiff and other class members are entitled to, and seek, punitive and exemplary
9 damages in a sum according to proof against Defendants.

EIGHTH CAUSE OF ACTION

Violation of California Public Utilities Code § 2106

(Against SCE, EDISON, and DOES 1 through 100)

13 219. Plaintiff incorporates by reference the allegations contained in the paragraphs
14 above, and each and every part thereof with the same force and effect as though fully set forth
15 herein.

16 220. As Public Utilities, Defendants are legally required to comply with the rules and
17 orders promulgated by the California Public Utilities Commission under California Public Utilities
18 Code section 70.

19 221. Public Utilities whose failure to perform or inadequate performance of duties
20 required by the California Constitution, a law of the State, or a regulation or order of the California
21 Public Utilities Commission that leads to loss or injury, are liable for that loss or injury, under
22 California Public Utilities Code section 2106.

23 222. As Public Utilities, Defendants must provide and maintain service, equipment, and
24 facilities in a manner adequate to maintain the safety, health, and convenience of their customers
25 and the public, under California Public Utilities Code section 451.

26 223. Defendants must design, engineer, construct, operate, and maintain electrical
27 supply lines and associated equipment in a manner consonant with their use, considering local
28 conditions and other circumstances, to provide safe and adequate electric service, under California

1 Public Utilities Commission General Orders No. 95 and 165.

2 224. Defendants must maintain vegetation in compliance with California Public
3 Resources Code sections 4293, 4294, and 4435 and California Health and Safety Code section
4 13001.

5 225. Through their conduct alleged, Defendants violated California Public Utilities Code
6 sections 702, and/or California Public Utilities Commission General Order No. 95, making them
7 liable for losses, damages, and injuries sustained by Plaintiff and other class members under
8 California Public Utilities Code section 2106.

9 **NINTH CAUSE OF ACTION**

10 **Violation of California Health and Safety Code § 13007**

11 **(Against SCE, EDISON, and DOES 1 through 100)**

12 226. Plaintiff incorporates by reference the allegations contained in the paragraphs
13 above, and each and every part thereof with the same force and effect as though fully set forth
14 herein.

15 227. By engaging in the acts and omissions alleged in this Complaint, Defendants
16 willfully, negligently, and in violation of law, allowed fire to ignite on or spread to the property of
17 another in violation of California Health and Safety Code section 13007.

18 228. As a result of Defendants' violation of California Health and Safety Code section
19 13007, Plaintiff and other class members suffered recoverable damages to property under
20 California Health and Safety Code sections 13008 and 13009.1.

21 229. As a further legal result of violating California Health and Safety Code section
22 13007 by Defendants, Plaintiff and other class members may have reasonable attorney's fees under
23 California Code of Civil Procedure section 1021.9 for the prosecution of this cause of action.

24 230. Further, Defendants' conduct was despicable and subjected Plaintiff and other class
25 members to cruel and unjust hardship in conscious disregard of their rights, constituting
26 oppression, for which Defendants must be punished by punitive and exemplary damages in an
27 amount according to proof.

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231. Defendants' conduct was carried on with a willful and conscious disregard of the rights and safety of Plaintiff and other class members, constituting malice, for which Defendants must be punished by punitive and exemplary damages according to proof. An officer, director, or managing agent of Defendants committed, authorized, and/or ratified the despicable and wrongful conduct alleged.

TENTH CAUSE OF ACTION

Negligent Interference with Prospective Economic Advantage

(Against SCE, EDISON, and DOES 1 through 100)

9 232. Plaintiff incorporates by reference the allegations contained in the paragraphs
10 above, and each and every part thereof with the same force and effect as though fully set forth
11 herein.

12 233. Plaintiff and other class members have existing or prospective economic
13 relationships with citizens of the region affected by the Fires, visitors to the region, and other
14 individuals and organizations in and related to the region.

15 234. These relationships have a reasonably probable likelihood of resulting in future
16 economic benefits or advantages to Plaintiff and other class members.

17 235. Defendants knew or should have known of these existing and prospective economic
18 relationships.

19 236. Defendants owed a duty to Plaintiff and other class members to avoid negligent or
20 reckless conduct that would interfere with and hurt the existing and prospective economic
21 relationships of Plaintiff and other class members.

22 237. Defendants breached that duty to Plaintiff and other class members by failing to
23 install and/or maintain reasonable safety equipment to prevent fires, failing to properly maintain
24 their electrical infrastructure in a safe condition, and failing to manage the vegetation surrounding
25 their equipment.

26 238. Defendants knew or should have known that, if they failed to act with reasonable
27 care, the existing or prospective economic relationships of Plaintiff and other class members would
28 be interfered with and disrupted.

239. Defendants were negligent and failed to act with reasonable care.

240. Defendants engaged in wrongful acts and/or omissions including but not limited to their violations of laws that require Defendants to operate their equipment, facilities, and systems so that they do not damage public health or safety.

241. As a direct and proximate result of Defendants' wrongful acts and/or omissions, Defendants negligently and recklessly interfered with and disrupted the existing and prospective economic relationships of Plaintiff and other class members.

242. As a direct and proximate result of Defendants' wrongful acts and/or omissions, Plaintiff and other class members have suffered and will suffer economic harm, injury, and losses.

ELEVENTH CAUSE OF ACTION

(Violation of California Business and Professions Code § 17200, *et seq.*)

(Against SCE, EDISON, and DOES 1 through 100)

243. Plaintiff incorporates by reference the allegations contained in the paragraphs above, and each and every part thereof with the same force and effect as though fully set forth herein.

244. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5.

245. Defendants' activities, as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code section 17200, *et seq.*

246. A violation of California Business and Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, by engaging in the conduct alleged herein, Defendants violated the California Public Utilities Code, including, *inter alia*, sections 702, 2106, California Public Utilities Commission General Orders, including, *inter alia*, Order Nos. 95 and 165, California Public Resource Code, including, *inter alia*, sections 4170, 4171, 4292 and 4293, California Civil Code, including, *inter alia*, sections 3479 and 3480, and

1 California Health and Safety Code, including, *inter alia*, section 13007.

2 247. As a result of the herein described violations of California law, Defendants
3 unlawfully gained an unfair advantage over other businesses.

4 248. Plaintiff and the other class members have been personally injured by Defendants'
5 unlawful business acts and practices as alleged herein, including but not necessarily limited to the
6 loss of money and/or property.

7 249. Pursuant to California Business and Professions Code section 17200, *et seq.*,
8 Plaintiff and the other class members are entitled to injunctive relief, an award of attorneys' fees
9 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws, and an
10 award of costs.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff, individually, and on behalf of other members of the general public similarly
13 situated, requests a trial by jury.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
16 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
17 as follows:

18 **CLASS CERTIFICATION**

19 1. That this action be certified as a class action;
20 2. That Plaintiff be appointed as the representative of the Class;
21 3. That counsel for Plaintiff be appointed as Class Counsel; and
22 4. That Defendants provide to Class Counsel immediately the names and most
23 current/last known contact information (address, e-mail, and telephone numbers) of all class
24 members contained within their customer records.

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PRAAYER FOR RELIEF

As to the First through Tenth Causes of Action

5. Costs of repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;

5 6. Loss of use, benefit, goodwill, and enjoyment of real and/or personal property,
6 and/or alternative living expenses;

7 7. Loss of wages, earning capacity, and/or business profits or proceeds and/or any
8 related displacement expenses;

9 8. Attorney's fees, expert fees, consultant fees, and litigation costs and expense, as
10 allowed under California Code of Civil Procedure section 1021.9;

11 9. Treble or double damages for wrongful injuries to timber, trees, or underwood on
12 their property, as allowed under California Civil Code section 3346;

13 || 10. Punitive/exemplary damages;

14 11. All costs of suit:

15 12. Prejudgment interest, according to proof:

16 13. General damages for fear, worry, annoyance, disturbance, inconvenience, mental
17 anguish, emotional distress, and loss of quiet enjoyment of property; and

18 14. For such other and further relief as the Court shall deem proper, all according to
19 proof.

As to the Eleventh Cause of Action

21 15. That the Court declare, adjudge, and decree that Defendants violated California
22 Business and Professions Code section 17200, *et seq.* by engaging in the conduct alleged above.

23 16. For injunctive relief, pursuant to California Business and Professions Code section
24 17200, *et seq.*, requiring Defendants to correct their failures alleged herein and to cease engaging
25 in the conduct alleged herein that has threatened harm and injury, and cause harm and injury, to
26 the public welfare, including, *inter alia*, requiring Defendants to replace and modernize, and timely
27 and properly maintain, manage, inspect, monitor, operate, and design, their infrastructure
28 (including, and not limited to, power lines, electrical equipment, systems, and facilities) and

1 conduct adequate vegetation management.

2 17. For the appointment of a receiver to receive, manage, and distribute any and all
3 funds disgorged from Defendants, including and not ill-gotten gains and profits, determined to
4 have been wrongfully acquired by Defendants as a result of violating California Business and
5 Professions Code section 17200, *et seq.*;

6 18. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
7 California Code of Civil Procedure section 1021.5; and

8 19. For such other and further relief as the Court may deem just and proper.

9 Dated: February 5, 2025

LAWYERS *for* JUSTICE, PC

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11 By: _____
12 Joanna Ghosh
13 *Attorneys for Plaintiff*

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