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10 Attorney for Plaintiffs

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 SARAH RAY, individually; A.R., a minor, by
14 her Natural Mother and Guardian Ad Litem,
15 SARAH RAY; A.R. , a minor, by her Natural
16 Mother and Guardian Ad Litem, SARAH RAY;
17 C.R., a minor, by her Natural Mother and
18 Guardian Ad Litem, SARAH RAY; T.R., a
19 minor, by his Natural Mother and Guardian Ad
20 Litem, SARAH RAY; TARA HUGHES,
21 individually; S.H., a minor by her Natural
22 Mother and Guardian Ad Litem TARA
23 HUGHES; and ARDEN HUGHES,
24 individually,

25 Plaintiffs,

26 vs.

27 SOUTHERN CALIFORNIA EDISON
28 COMPANY, a California Corporation;
EDISON INTERNATIONAL, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Case No.: 25STCV01794

COMPLAINT FOR DAMAGES

1. INVERSE CONDEMNATION
2. TRESPASS
3. NUISANCE
4. VIOLATIONS OF PUBLIC UTILITY CODE § 2106
5. VIOLATION OF HEALTH & SAFETY CODE § 13007
6. NEGLIGENCE

JURY TRIAL DEMANDED

1 Plaintiffs SARAH RAY , an individual; A.R., a minor; A.R., a minor, C.R., a minor, and T.R.,
2 a minor; TARA HUGHES, an individual, S.H, a minor; and ARDEN HUGHES, an individual,
3 (collectively, “Plaintiffs”) by and through their attorneys of record, bring this Complaint and Demand
4 for Jury Trial against Defendants Southern California Edison Company (“SCE”), Edison
5 International, and DOES 1 through 100 (collectively, “Defendants”) for the harm they caused to
6 Plaintiffs as a result of the Eaton Fire, a deadly and catastrophic mass fire that began on January 7,
7 2025 and continues to burn as of the date of this filing, and which has resulted in, among other things,
8 the total destruction of thousands of structures and mass loss of life. Plaintiffs allege as follows upon
9 personal knowledge as themselves and their own acts and experiences, and upon information and
10 belief as to all other matters:

11 **NATURE OF THE CASE**

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13 1. This case arises out of SCE’s negligent maintenance and operation of its powerlines
14 before and during a devastating wildfire that resulted in catastrophic and life-altering consequences
15 for Plaintiffs and entire communities in Altadena, Pasadena, and Sierra Madre in Los Angeles
16 County, California.

17 2. The Eaton Fire began on Tuesday, January 7, 2025 at approximately 6:00 p.m.
18 According to witness accounts and photos and videos published in the media and across social media
19 platforms, the Eaton Fire began at an SCE electrical tower located in the Eaton Canyon, on the eastern
20 end of Altadena. An article published in Pasadena Now, “The Moment the Eaton Fire Ignited.,”
21 reported “Pasadena couple saw the start of the Eaton Fire, called 9-1-1, alerted neighbors, and took
22 two photographs, before fleeing flames.”¹ The witness reported that “within 10 minutes the fire was
23 down across the canyon.”

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¹ “The Moment the Eaton Fire Ignited,” by James McPherson, January 9, 2025, Pasadena Now, at
28 <https://pasadenanow.com/main/the-moment-the-eaton-fire-ignited> [last accessed January 20, 2025].



Photos taken by Jennifer Errico the first moments after the Eaton Fire ignited, January 7, 2025, acquired by Pasadena Now

3. Fueled by the persistently strong and dry Santa Ana winds, the Eaton Fire grew rapidly, quickly making its way into heavily populated neighborhoods and streets in Pasadena and Altadena.



Photo taken by River Breitenbach in Altadena, CA at 6:21 PM on January 7, 2025, acquired by ABC 13 Eyewitness News

1 4. The evening of January 7, 2025, Plaintiff TARA HUGHES (“TARA”) was at home
2 in her quiet neighborhood in Altadena, waiting for her daughter to return from class. The winds had
3 been blowing strong since the day before, and at around 6:30 p.m., the electricity suddenly went out
4 in the entire neighborhood. Less than 20 minutes later, TARA heard a loud, banging, and frantic
5 knock at the door from her neighbor. When TARA opened the front door, she saw the San Gabriel
6 mountains bordering her neighborhood engulfed in flames, swiftly moving in the direction of her
7 home. TARA barely managed to grab her dog, run next door to save her elderly neighbor, and head
8 towards safety. TARA never received an evacuation notice.

9 5. Within hours, the Eaton Fire had grown to over 200 acres. As the fire raged
10 dangerously close-by, residents frantically gathered their loved ones, pets, and the few belongings
11 they could collect in the mere minutes they had to evacuate. The wildfire continued to grow at
12 breakneck speed throughout the evening. Some areas in Altadena, Pasadena, Sierra Madre, La
13 Cañada Flintridge, and Northeast Los Angeles received evacuation notices. However, many
14 community members, like TARA in West Altadena, did not receive an evacuation notice or received
15 it too late.

16 6. Sometime around 3:00 a.m. on January 8, 2025, the Eaton Fire neared the home of
17 SARAH HUGHES (“SARAH”), a widow and single mother of four minor children, ages 2, 5, 7 and
18 11. Purchased in 2012, SARAH’s home was full of mementos and possessions of her late-husband
19 Casey, who had passed away of a brain tumor Christmastime in 2022. When SARAH saw the lights
20 of a police car outside her window, she rushed out of bed, woke her minor children up, grabbed her
21 dog Max and a few belongings (including some of Casey’s baseball caps as mementos of her late
22 husband), and marshalled everyone to the car. Low visibility from the thick smoke in the air made
23 it almost impossible to see, but SARAH somehow managed to navigate the car (full of her four
24 terrified and screaming children and the family dog Max) through large chunks of flying embers, to
25 safety.

26 7. Over the next few days, the Eaton Fire raged out of control to become at least the
27 second most destructive wildfire on record in California. By January 9, the fire had consumed over
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1 10,000 acres. As of this filing, the Eaton Fire is still burning. Although the fire is now 89%
2 contained, another Santa Ana wind event has moved into the area, with high winds expected, creating
3 a high risk for critical fire weather conditions and rapid fire spread of any new fires. Recent reports
4 state that the Eaton Fire has, to date, burned approximately 14,021 acres, destroyed at least 8,690
5 structures, damaged at least 938 structures, and taken at least seventeen (17) lives - with 20 persons
6 still missing.

7 8. On the morning of January 8, TARA received the horrific news that her entire
8 neighborhood had been destroyed by the Eaton Fire, including TARA’s recently-remodeled home
9 and all of her family’s possessions. Everything was gone. All that was left were charred remains
10 and ashes.



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23 **The burned remains of TARA’s home after the Eaton Fire.**

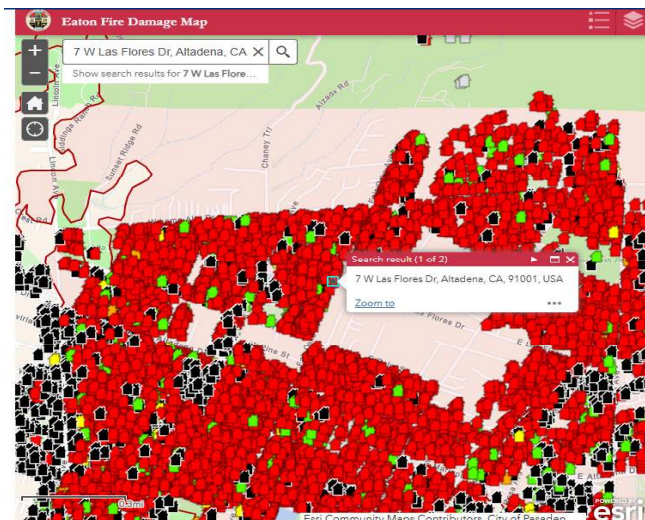
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26 9. On January 9, SARAH received a text message with devastating photos and videos
27 from her neighbor. The images confirmed SARAH’s worst fears—their family home and all their
28 belongings were destroyed as a result of the Eaton Fire. The photos and videos confirmed that her

1 family's entire neighborhood was reduced to charred rubble, reminiscent of Hiroshima after the
2 atomic bomb.



15 **The burned remains of SARAH's home after the Eaton Fire.**

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17 10. An LA County interactive map with the status of structures burned by the Eaton Fire
18 (red indicates destroyed), available at <https://recovery.lacounty.gov/eaton-fire/>, shows the massive
19 obliteration of entire neighborhoods in Altadena.



1 11. The Eaton Fire was started by sparks from high-voltage transmission lines,
2 distribution lines, appurtenances, and other electrical equipment within Defendants’ utility
3 infrastructure that ignited surrounding dry vegetation. The fire was not the result of an “act of God”
4 or other *force majeure*. Defendants knew of the extreme fire risk beforehand, yet Defendants failed
5 to maintain the electrical facilities in their charge in a safe manner and failed to take adequate
6 preventative measures to minimize the risk to Plaintiffs and the communities of Altadena, Pasadena,
7 and Sierra Madre. Defendants’ recklessness and conscious disregard for human safety was a
8 substantial factor in bringing about the Eaton Fire that destroyed thousands of homes in Altadena,
9 Pasadena, and the surrounding areas, and *again*, leading to the avoidable deaths of at least 17
10 innocent persons.

11 12. The devastation to the communities as a result of the Eaton Fire is horrific and unreal.
12 A video captured by Chris Cristi, the evening AIR7 HD helicopter reporter for ABC7 Eyewitness
13 News, posted on Instagram - @abc7chris cristi - shows the complete and unimaginable ruin of the
14 tightknit community of Altadena. *See* https://www.instagram.com/reel/DE8E--jy6KJ/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWFiZA==.

16 13. According to a Los Angeles Time analysis, all 17 deaths in the Eaton Fire reported
17 so far by the Los Angeles County Department of Medical Examiner occurred west of North Lake
18 avenue, the area of SARAH and TARA’s neighborhood.

19 14. As a result of Defendants’ conduct, Plaintiffs suffered catastrophic harms, including
20 destruction of their homes, loss of beloved family pets, loss of automobiles and other vehicles, loss
21 of personal property (including priceless cherished possessions), loss of pay, out-of-pocket expenses
22 incurred due to being displaced, and non-economic damages such as emotional distress, annoyance,
23 inconvenience, disturbance, mental anguish, and loss of quiet enjoyment of property, among others.
24 All these harms caused by Defendants are extensive and ongoing, not to mention that Plaintiffs now
25 have obligations to make mortgage payments on now, non-existent dwellings.

26 15. Defendants’ negligence robbed Plaintiffs not only of their homes, but also of their
27 sense of safety, security, and their ability to live normal lives. Instead, Plaintiffs like SARAH and
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1 her four minor children, and TARA and her two children, are living out of suitcases, staying
2 temporarily with friends or family or in hotels, or being forced to pay price-gouging prices for
3 temporary housing (if they can afford it), not knowing where they will sleep the following week.
4 Not only have Plaintiffs been deprived of their ability to use and enjoy their homes and all their
5 personal property, but they are also experiencing symptoms of trauma stemming from the shock,
6 fear, uncertainties of the future, and grief over their lost homes, memories, businesses, pets, and
7 loved ones. Without question, it will be years before Plaintiffs regain any normalcy in their lives.

8 **JURISDICTION AND VENUE**

9 16. This Court has subject matter jurisdiction over this matter pursuant to Code of Civil
10 Procedure § 395(a) because, among other things, Defendants have consistently conducted significant
11 business in the County of Los Angeles, so as to render the exercise of jurisdiction over Defendants
12 consistent with traditional notions of fair play and substantial justice. Further, the amount in
13 controversy exceeds the jurisdictional minimum.

14 17. Venue is proper pursuant to Code of Civil Procedure § 395.5, because, among other
15 things, the County of Los Angeles is the county where Defendants’ obligation arises, where the
16 breach of their duties occurred, and where Plaintiffs suffered their damage.

17 **PARTIES**

18 **Plaintiffs**

19 18. Plaintiffs are individuals and entities who, at all times relevant to this action, were
20 impacted by the Eaton Fire, including property owners, renters, and businesses, located in Los
21 Angeles County, California.

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

26 **Defendants**

1 20. Defendant SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”) is a for-
2 profit California corporation authorized to do, and doing, business in California, with its
3 headquarters in Rosemead, California in Los Angeles County. SCE is one of the largest combination
4 natural gas and electric utilities in the United States. SCE provides utility services, including
5 electrical services, to several Southern California counties, through power lines constructed, built,
6 maintained, and operated by SCE. Plaintiffs are informed and believe, and on that basis allege, that
7 SCE is also responsible for maintaining the vegetation near, around, and in the proximity of their
8 structures, pursuant to state and federal regulation. SCE is a subsidiary or other entity wholly
9 controlled by EDISON INTERNATIONAL.

10 21. Defendant EDISON INTERNATIONAL is a for-profit California corporation
11 authorized to do, and doing, business in California, with its headquarters in Rosemead, California in
12 Los Angeles County. EDISON INTERNATIONAL provides utility services, including electrical
13 services, to members of the public in California, including those in Los Angeles County through its
14 agents and subsidiaries, including SCE.

15 22. SCE and EDISON INTERNATIONAL are jointly and severally liable for each
16 other’s wrongful acts and omissions. These companies do not compete against one another but
17 instead operate as a single enterprise, integrating their resources to achieve a common business
18 purpose. These companies are so organized and controlled that one is a mere instrumentality, agent,
19 and/or conduit of the other. Officers, managers, and directors are intertwined and not fully
20 independent of one another. These companies share legal counsel, share unified policies and
21 procedures, file consolidated financial statements and regulatory documents. Accordingly, in this
22 Complaint, “Edison” shall refer to Defendants SCE and EDISON INTERNATIONAL, collectively.

23 23. Edison is in the business of providing electricity to the residents of, among other
24 places, Los Angeles County through a utility infrastructure, including a network of electrical
25 transmission and distribution lines. Edison is a “public utility” under Public Utilities Code sections
26 216(a)(1) and 218(a).

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1 24. The true names and capacities of defendants Does 1 through 100 are currently
2 unknown to Plaintiffs who, therefore, sue these defendants under these fictitious names pursuant to
3 Code of Civil Procedure section 474. These defendants are each directly and/or vicariously
4 responsible, in some manner, for the harms alleged herein. If/when Plaintiffs learn these defendants'
5 true names and capacities, Plaintiffs will seek leave to amend this pleading accordingly.

6 25. "Defendants" refers collectively to Edison and Does 1 through 100.

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

17 COMMON FACTUAL ALLEGATIONS

18 **A. Edison's Duty to Safely Design, Operate, and Maintain its Electrical Infrastructure.**

19 27. In order to supply electricity to the community, Edison installs, constructs, builds,
20 maintains, and operates overhead power lines, supporting poles and infrastructure, and transformers
21 located at and around the origin points of the Eaton Fire.

22 28. Electrical infrastructure is dangerous and hazardous. Defendants know these dangers.
23 The transmission and distribution of electricity requires Edison to exercise an increased level of care
24 to protect the public and the communities where their power lines run.

25 29. At all relevant times, Edison had a duty to properly and safely construct, inspect,
26 repair, maintain, manage, and/or operate its power lines and/or other electrical equipment. This duty
27 includes implementing policies and safeguards to protect the public from the risk of fire, particularly
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1 during adverse weather conditions, and taking action when such conditions arise, such as through a
2 public safety power shutoff.

3 **B. Edison’s Knowledge of Elevated Fire Risks on January 7, 2025**

4 30. Prior to the Eaton Fire, it was widely reported that rainfall in Los Angeles County in
5 the preceding eight months was minimal, leading to dangerously dry conditions.

6 31. On January 3, 2025, the National Weather Service (“NWS”) in Los Angeles issued a
7 fire weather warning to the public: “A Fire Weather Watch is in effect Tuesday-Friday for portions
8 of LA/Ventura Counties. There is the potential for damaging north to northeast winds, that are likely
9 to peak Tuesday-Wednesday.”

10 32. On January 5, 2025, the NWS warned: “**Widespread damaging winds and extreme**
11 **fire weather conditions are expected Tuesday afternoon through at least Wednesday**” and
12 “**rapid fire growth and extreme behavior with any fire starts.**”

13 33. On January 6, 2025, the NWS placed Los Angeles and Oxnard areas under a red flag
14 warning. The agency posted on social media placed Los Angeles and Oxnard areas under a red flag
15 warning that “[s]trong winds are coming,” and warned of the “particularly dangerous situation” ripe
16 for fire weather. The agency also issued a warning: “**A LIFE-THREATENING &**
17 **DESTRUCTIVE WINDSTORM!!!**” The warning explicitly called out areas of “greatest
18 concern,” which included Pasadena and Altadena, among others. The NWS also warned the public
19 of a “Dangerous Fire Weather Situation, with a high probability of fire ignition sources and rapid
20 spread.”

21 34. On January 7, 2025, the NWS issued a Red Flag Warning for Los Angeles County
22 starting that day at 10 a.m. The warning “signifies an increased risk of extreme winds and fire
23 hazards across the region.” The agency also forecast wind gusts of as high as 100 mph.

24 **C. Ignition and Spread of the Eaton Fire**

25 35. On Monday, January 6, 2025, the winds were already blowing strong in Altadena and
26 Pasadena.

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1 36. On Tuesday, January 7, 2025, the winds began blowing with increasing intensity in
2 the Eaton Canyon area. At approximately 6:00 pm, a fire ignited northeast of Altadena Drive,
3 Midwick Drive, and in the vicinity of Mount Wilson Road, near Eaton Canyon in Pasadena,
4 California, at electrical facilities belonging to and/or maintained by Defendants. Plaintiffs are
5 informed and believe and, on that basis, allege that the cause of the Eaton Fire was sparks emanating
6 from the towers and the power lines and other equipment attached thereto.

7 37. Edison is the electrical provider in the area where the Eaton Fire ignited, and Edison
8 owns and operates electrical facilities and powerlines that run near Altadena Drive, Midwick Drive,
9 and Mount Wilson Road, in Los Angeles County, California.



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20 **Screenshot of video footage of an Edison tower in or around Altadena at 6:19 pm on**
21 **January 7, 2025 (video/photo: @jeffrey.ku and @cheryllyay on Instagram)**

22 38. By 6:18 pm, firefighters were dispatched to the area and attempted to fight the blaze.
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A firefighter attempting to fight the Eaton Fire. (Photo: Gina Ferazzi / Los Angeles Times)

39. The fire spread quickly and at approximately 8:12 pm, the Angeles National Forest posted on X that the Eaton Fire had grown to 200 acres and announced that mandatory evacuations were underway. At 8:25 p.m., the Forest Service issued a mandatory evacuation notice to several neighborhoods, including those along Altadena Drive, Outpost Lane and Glen Springs. At 9:03 p.m., authorities announced that the Eaton Fire was spreading beyond 200 acres and issued mandatory evacuation orders for north of New York Drive, east of Altadena Drive, and west of Sierra Madre Villa Avenue. By 9:14 p.m., the Eaton Fire had grown to 400 acres.

40. Simultaneously, the wind increased, pushing the Eaton Fire on a destructive path westward, into Altadena, roughly following a path along Altadena Drive and Mendocino Drive. As the Eaton Fire expanded, so too did the evacuation orders.



A fire truck drives past businesses on Lake Avenue in Altadena on January 8, 2025 (Photo by Will Lester, Inland Valley Daily Bulletin/SCNG)

41. On January 9, 2025, Edison reported to the California Public Utilities Commission that its equipment was located within the general area of ignition of the Eaton Fire. Edison reported that they had preliminarily reviewed the electrical circuit information for the energized transmission lines, and other operational electric equipment located within the general area of the ignition's origin.

42. Plaintiffs are informed and believe that the Eaton Fire occurred because: (1) Edison's utility infrastructure was intended, designed, and constructed to pass electricity through exposed powerlines in dry, vegetated areas; (2) Edison negligently, recklessly, and willfully failed to prudently and safely inspect, maintain, and operate the electrical equipment in its utility infrastructure (including failing to de-energize its powerlines in times of high fire risk); and/or (3) Edison negligently, recklessly, and willfully failed to maintain the appropriate clearances for its electrical equipment and utility infrastructure.

43. The conditions and circumstances surrounding the ignition of the Eaton Fire, including the nature and condition of Edison's electrical infrastructure, low humidity, strong winds, and tinder-like dry vegetation were foreseeable by any reasonably prudent person and, therefore, were foreseeable to Defendants, who have special knowledge and expertise as electrical services providers and their employees and agents. Indeed, prior to the Eaton Fire, Edison specifically

1 identified the Eaton Canyon area as an extreme risk area, where topography, historical fires, and
2 local fuel conditions put it at higher danger.

3 44. On information and belief, the Eaton Fire was started by sparks from high-voltage
4 transmission lines, distribution lines, appurtenances, and other electrical equipment within Edison’s
5 utility infrastructure that ignited surrounding vegetation. The wildfire was not the result of an “act
6 of God” or other force majeure. Defendants knew of the extreme fire risk yet deliberately prioritized
7 profits over safety. Edison’s reckless and conscious disregard for human safety was a substantial
8 factor in bringing about the Eaton Fire.

9 45. The Eaton Fire caused Plaintiffs to suffer substantial harm, including the destruction
10 of real property, loss of personal property including cherished possessions, out-of-pocket expenses
11 directly and proximately incurred as a result of the fire, alternative living expenses, evacuation
12 expenses, lost wages, and other non-economic damages, including emotional distress, annoyance,
13 inconvenience, disturbance, mental anguish, and loss of quiet enjoyment of property. Plaintiffs are
14 continuing to incur losses due to needing to put a roof over their heads on a nightly basis. All these
15 effects and others are ongoing and will continue for an unknown duration of time. Without a doubt,
16 the harm caused by Defendants is extensive and ongoing.

17 46. Notably, this is not the first time Edison’s equipment has been involved in starting
18 destructive wildfires in California. Southern California Edison Company’s equipment was
19 implicated in the ignition of the Rey Fire in 2016, the ignition of the Thomas Fire in 2017, the
20 ignition of the Woolsey Fire in 2018, and the ignition of the Easy Fire in 2019. Edison started the
21 Silverado Fire in 2020, which burned over 13,000 acres, destroyed five structures, critically injured
22 two firefighters, and caused the evacuation of over 90,000 persons. In 2022, Edison started the
23 Fairview Fire in Los Angeles County, which burned over 28,307 acres, destroyed 36 structures,
24 damaged eight structures, and caused multiple injuries and two deaths. Despite these numerous fire
25 events, Edison has not reformed its practices. It appears, once again, that Edison elected to put
26 profits over public safety, transmitting high-voltage electric power through exposed, uninsulated
27 conductors in known high fire risk areas during forecasted high wind conditions.

The Ray Family’s Escape from the Fire

47. Plaintiff SARAH owns a single-family home at 7 W. Las Flores Dr. Altadena, California 91001 (the “Las Flores property”), where, until the fire, she lived with her four minor children, a son aged two (2), and three daughters, ages five (5), seven (7) and eleven (11).



SARAH and her four children.

48. SARAH and her husband Casey purchased the Las Flores property in 2012. SARAH grew up in Altadena and, when they found the Las Flores property, they knew it would be a perfect home to grow a family in -- close to their church, close to SARAH’s parents who live in Pasadena, and close to the school wherein she would eventually enroll her children. It had a backyard and even had a pool with a view of the sun setting behind the mountains, an area Casey dubbed his “California room.” The detached garage was transformed into Casey’s dedicated space, where he kept his collections of vintage vinyl records, among other things.

49. After a harrowing and protracted battle with brain cancer, Casey passed away on December 21, 2022, leaving behind a pregnant wife and her three young children. With her husband gone, SARAH became the sole parent and sole financial provider for the family. Her teacher’s salary

1 from Los Angeles Unified School District was modest but it was enough to pay her mortgage and
2 put food on the table for her family. Through her faith and with the support of her community and
3 family, SARAH was able to pick up the pieces after Casey's death and cultivate a sense of safety,
4 security, structure and routine for her four young children.

5 50. The Eaton Fire changed everything for SARAH and her family. On the evening of
6 January 7, 2025, SARAH was at her home with her children and SARAH's mother and father, who
7 live nearby in the Hastings Ranch area of Pasadena. They first learned of the fire when SARAH's
8 sister sent a text message to their father, Alan, telling him a fire had started near their home. Alan
9 immediately left to drive home, but he eventually turned around and returned to SARAH's house
10 after seeing flames. SARAH did her best to keep her four children and dog Max calm as she told
11 them to pack a bag just in case they would need to evacuate. SARAH packed some documents and
12 put the children to bed, while her parents made makeshift sleeping arrangements in the living room.
13 SARAH looked out her bedroom window and saw fire moving on the mountains, but the fire
14 appeared to be heading the opposite direction from Altadena and she had not gotten an evacuation
15 notice.

16 51. At approximately 3:00 a.m., SARAH, still awake with anxiety, saw the lights of a
17 police car from her bedroom window. Her gut tightened as she suspected it was time to leave.
18 SARAH quickly got out of bed and started waking up her children. Five minutes later, she received
19 an evacuation notice on her cell phone and the police started using a bullhorn to evacuate residents.
20 SARAH grabbed the dog Max and a few belongings and the family piled into SARAH's car. The
21 outside air was thick with smoke and flying embers. With near zero visibility, SARAH could barely
22 see as she fled with her four terrified children and Max through the chaotic streets of her
23 neighborhood, and she nearly ran into a downed tree in the road. SARAH finally made it to her
24 sister's home in West Pasadena, where they stayed for the next few days, on edge, waiting for more
25 evacuation notices, and hoping and praying their friends, neighbors, and homes were safe.

26 52. On January 8, SARAH and her parents tried going to her parents' house to see what
27 was going on with their property. They encountered blockades and a line of cars driving down the
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1 hill as more residents were evacuating. They were unable to pass through the confusion to find out
2 whether her parents' house was still intact. SARAH also could not enter the area of her own home
3 due to evacuation orders, so SARAH had no idea what had happened to her home, the vast majority
4 of their family belongings, the condition and whereabouts of their friends and neighbors. The
5 uncertainty about the future, the loss of all they owned, as well as the decimation to her community
6 in Eaton Fire caused extreme emotional distress for SARAH, her parents, and her four children.

7 53. On January 9, SARAH received a text message from a friend with images of the
8 remains of SARAH's house. SARAH's house was destroyed by the Eaton Fire, the only thing left
9 was charred rubble and a skeleton of their fireplace. And it wasn't just SARAH's house that was
10 destroyed, from the images it appeared her entire neighborhood was burned to the ground as a result
11 of the Eaton Fire. What was once a quiet and peaceful community had become a blackened
12 wasteland from the Eaton Fire.



The burned remains of SARAH's home after the Eaton Fire.

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22 54. SARAH and her four children lost nearly everything—their family home, a lifetime
23 of possessions, including cherished and irreplaceable heirlooms from SARAH's late husband (and
24 the children's father), and most importantly, their safety and security. Recently, SARAH's daughter
25 asked her, "I know I lost my dad, but I never thought I would lose my house. Mom, what else will
26 we lose?"
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1 house top to bottom, built a pool so she could entertain friends and family, and landscaped the
2 gardens--all towards her goal of creating a tranquil haven for her family. TARA had only recently
3 put the finishing touches on the landscaping in August 2024, when just five months later, her entire
4 property was destroyed by the Eaton Fire.

5 58. The evening of January 7, 2025, TARA had plans to spend a quiet night at home
6 while TARA's younger daughter was with her father in South Pasadena. TARA's older daughter
7 ARDEN, was at a nearby yoga class and was expected home soon. TARA had just changed into her
8 pajamas when, sometime around 6:30 p.m., the power went out. Around 15-20 minutes later, TARA
9 heard a loud and frantic knock at her front door. TARA ran to the door to find her neighbor
10 screaming, "Get out, now!" As TARA looked out past the silhouette of her neighbor, what she saw
11 was surreal—the nearby mountains across from her house were engulfed in flames and moving in
12 the direction of her neighborhood. TARA panicked. She wanted to wait for ARDEN to come home
13 but she knew she had to leave fast. Luckily, ARDEN picked up her phone when she called. TARA
14 told ARDEN to leave the area immediately and meet up at her father's house. TARA barely had
15 time to get shoes on before she quickly piled her dog Poppy into the car and rushed next door to alert
16 her elderly neighbor, Mercedes.

17 59. Mercedes is TARA's 93-year-old elderly neighbor who has lived alone since her
18 husband and daughter passed away a few years ago. TARA would check in with Mercedes daily,
19 often helping her with groceries and simple tasks. With Poppy in the car, TARA sped next door,
20 halting in Mercedes' driveway to get her out fast. After desperately pounding and yelling her name,
21 a confused and disoriented Mercedes came to the door in the dark, wearing pajamas and her sleeping
22 bonnet. TARA screamed, "There's a fire coming – we need to leave, now! Where are your
23 medications?" In a frenzy, TARA fumbled through Mercedes' dark and unfamiliar house,
24 managing to grab some bottles of pills and a robe. Mercedes, who is terrified of dogs, panicked and
25 stumbled because she didn't want to get in the car with Poppy, who was barking and clearly agitated.
26 TARA managed to get Mercedes in and they made their way down the hill, driving through smoke-
27 filled air and flying embers. The whole mountain was in flames. There were downed trees
28

1 everywhere and people were panicking. The streets looked like a warzone, full of smoke, embers,
2 and cars driving erratically as they tried to flee. TARA made an effort to keep calm for Mercedes’
3 and Poppy’s sake, but they were all absolutely terrified for their safety.

4 60. TARA wanted to meet up with ARDEN as quickly as possible, but she also needed
5 to make sure Mercedes was in safe hands with a caregiver. Over the next hour, running solely on
6 adrenaline and her survival instinct, TARA finally contacted the caregiver and deliver the terrified
7 Mercedes to safety. At that point, TARA rushed over to meet ARDEN at her father’s house. TARA
8 arrived around 7:30 p.m. TARA stayed up all night as she tracked the fire. Her Ring cameras went
9 offline but she was able to follow the panicked messages and warnings of neighbors posted on chat.
10 The fire seemed to be moving so fast when she escaped that TARA feared the worst for friends and
11 neighbors like Mercedes. TARA could not sleep at all, worrying “Is everyone accounted for?”

12 61. Early the next morning, a neighbor texted videos and Facetimed with TARA, give
13 her the terrible and devastating news that everything was gone. TARA’s home and their entire
14 neighborhood had been reduced to rubble. TARA, who had no warning and never received an
15 evacuation notice, couldn’t even change out of her smoked pajamas as she did not have a single
16 other item of clothing. Even as TARA began receiving numerous text messages and calls from
17 neighbors, she did not yet comprehend the sweeping scope of what would become Los Angeles’s
18 worst fire catastrophe in history. The entire community was in a state of utter and complete shock.

19 62. S.H.’s father brought TARA’s younger daughter S.H. to TARA and the three of
20 them—TARA, ARDEN, and S.H.—sat in their car and cried their eyes out together. ARDEN and
21 S.H. never had a chance to gather any of their belongings. TARA and her daughters lost their dream
22 home, all their belongings, and most importantly, their community and sense of safety and security,
23 leaving only desperation and anxiety in the wake of the charred remains of their entire life.



The burned remains of TARA’s home after the Eaton Fire.

63. The next several days were a blur. As firefighters shifted to recovery efforts and finding bodies, TARA began to apprehend that her worst fear had come true—many people in her community, including elderly and disabled, perished in the Eaton Fire. . The realization of how close they came to death hit TARA hard. Had it not been for her neighbor pounding hysterically at the door, or TARA putting her own life at risk to drag her 93-year old neighbor Mercedes out of her house, they would not have made it out alive. TARA thinks about this every single day since the fire.

64. TARA and her two daughters, ARDEN and S.H., are currently displaced, temporarily sleeping on the floor of S.H.’s father’s home. ARDEN is a senior in high school, waiting for college admissions letters to be delivered to a non-existent home, suffering sleepless nights. Meanwhile, TARA is in still shock and survival mode, trying to figure out where they are going to live next week, next month, and for the next few years. TARA, like SARAH, is searching for a suitable long-term rental for her family but the prospects are bleak with the tens of thousands of other displaced evacuees in the neighborhood, causing a severe shortage of livable dwellings in their city. Even more disheartening, TARA has been told that the mass damage caused by the fires means it will take at least five years, and likely far longer, to rebuild. However, even if TARA rebuilds her home, the

1 community she had come to love is no longer the same as many neighbors, due to financial hardship,
2 will be forced to sell their blighted properties to opportunistic developers with sights on building
3 high-profit apartment complexes. In light of the scope and breadth of the destruction, such indelible
4 changes to the once tranquil Altadena neighborhood have already begun. The uncertainty about the
5 future, the loss of everything they own, and the devastation to their neighborhood and community in
6 the Eaton Fire caused extreme emotional distress for TARA and her two children, not to mention to
7 the *tens of thousands of displaced residents who lost everything*.

8
9 * * *

10 65. Through this lawsuit, Plaintiffs seek relief that will compensate them for the
11 catastrophic losses they have suffered due to Defendants’ acts and omissions, including but not
12 limited to, damaged or destroyed real property; loss of personal property, including cherished and
13 irreplaceable possessions; out-of-pocket expenses; alternative living expenses; personal injury;
14 emotional distress; loss of use; loss of income; business losses, and other physical, emotional, or
15 financial damages.

16 **FIRST CAUSE OF ACTION**
17 **INVERSE CONDEMNATION**
18 **(Against All Defendants)**

19 66. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1 through 61, as
20 though fully set forth herein.

21 67. On January 7, 2025, Plaintiffs were the owners of real and/or personal property
22 located within Los Angeles County in California that was affected by the Eaton Fire.

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

1 79. This trespass was a substantial factor in causing Plaintiffs to suffer economic and
2 non-economic damages including, but not limited to, destruction of and/or damage to real property,
3 destruction of and/or damage to structures, destruction of and/or damage to personal property,
4 discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional
5 distress. Plaintiffs each seek damages to be determined, on an individual basis, according to proof
6 at trial.

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

12 **THIRD CAUSE OF ACTION**

13 **NUISANCE**

14 **(Against All Defendants)**

15 81. Plaintiffs incorporate and re-allege each of the preceding paragraphs _____ as though
16 fully set forth herein.

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

19 83. Defendants’ actions and inactions created a condition and/or permitted a condition to
20 exist that was: harmful to health; offensive to the senses; obstructed and interfered with Plaintiffs’
21 comfortable enjoyment of life and property; unlawfully obstructed the free passage or use, in the
22 customary manner, of public streets and highways; and created a completely predictable fire hazard.

23 84. These conditions interfered with Plaintiffs’ quiet enjoyment of their properties in a
24 way unique to each Plaintiff.

25 85. These conditions also affected a substantial number of people at the same time.

26 86. Plaintiffs did not consent to Defendants’ actions and inactions in creating these
27 conditions.

28

1 87. An ordinary person would be reasonably annoyed and disturbed by Defendants’
2 actions and inactions in creating these conditions.

3 88. Defendants’ actions and inactions in creating these conditions were a substantial
4 factor in causing Plaintiffs to suffer economic and non-economic damages unique to each plaintiff
5 (and different from damages suffered by other plaintiffs) including, but not limited to, destruction
6 of and damage to real property, destruction of and damage to structures, destruction and damage to
7 trees and landscaping, destruction of and damage to personal property and cherished possessions,
8 discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional
9 distress. Plaintiffs each seek damages to be determined, on an individual basis, according to proof
10 at trial.

11 89. The seriousness of the harm Defendants has caused Plaintiffs outweighs any public
12 benefit that Defendants may provide.

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

18 **FOURTH CAUSE OF ACTION**
19 **VIOLATION OF PUBLIC UTILITIES CODE § 2106**
20 **(Against All Defendants)**

21 91. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1 through 86, as
22 though fully set forth herein.

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

25 93. Prior to and on January 7, 2025, Edison was also required to obey and comply with
26 every order, decision, direction, or rule made or prescribed by the Public Utilities Commission in
27 the matters specified under the Public Utilities Act, and any other matter in any way relating to or
28

1 affecting its business as a public utility, and was required to do everything necessary or proper to
2 secure compliance therewith by all of its officers, agents, and employees.

3 94. Defendants failed to furnish and maintain such adequate, efficient, just, and
4 reasonable service, instrumentalities, equipment, and facilities as are necessary to promote the
5 safety, health, comfort, and convenience of Edison patrons and the public, as required by Public
6 Utilities Code section 451.

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

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

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

19 98. Defendants' failure to comply with applicable provisions of the Public Utilities Act
20 and applicable Public Utilities Commission Orders and Rules, including its own wildfire mitigation
21 plan, was a substantial factor in causing Plaintiff to suffer economic and non-economic damages
22 including, destruction of and damage to real property, destruction of and damage to structures,
23 destruction of and damage to personal property and cherished possessions, discomfort, annoyance,
24 inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek
25 damages to be determined, on an individual basis, according to proof at trial.

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

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATION OF HEALTH & SAFETY CODE § 13007**

6 **(Against All Defendants)**

7 100. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1 through 95, as
8 though fully set forth herein.

9 101. Defendants negligently, recklessly, and/or in violation of law, allowed the Eaton Fire
10 to be set and allowed the Eaton Fire to escape to Plaintiffs' properties.

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

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

23 **SIXTH CAUSE OF ACTION**

24 **NEGLIGENCE**

25 **(Against All Defendants)**

26 104. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1 through 99, as
27 though fully set forth herein.

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

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

15 107. Defendants each breached these duties by, among other things:

- 16 a. Failing to design, construct, operate, and maintain Edison’s high-voltage
17 transmission and distribution lines and associated equipment, in a way that would
18 withstand the foreseeable risk of wildfires in the area of the Eaton Fire;
- 19 b. Failing to prevent electrical transmission and distribution lines from improperly
20 sagging or making contact with other metal;
- 21 c. Failing to properly inspect and maintain vegetation within proximity to energized
22 transmission and distribution lines to mitigate the risk of fire;
- 23 d. Failing to conduct reasonably prompt, proper, and frequent inspections of Edison’s
24 powerlines and associated equipment;
- 25 e. Failing to promptly de-energize exposed powerlines during fire-prone conditions
26 and reasonably inspect powerlines before re-energizing them;

- 1 f. Failing to properly train and supervise employees and agents responsible for
2 maintenance and inspection of powerlines; and/or
3 g. Failing to implement and follow regulations and reasonably prudent practices to
4 avoid fire ignition.

5 108. Defendants' failure to comply with applicable provisions of the Public Utilities Act
6 and Public Utilities Commission General Orders and Rules, as alleged herein, is negligence per se
7 because these statutes, orders, and rules are aimed at preventing the precise type of harm that
8 Plaintiffs suffered because of Defendants' failure to comply with these statutes, orders, and rules.
9 Thus, Plaintiffs are within the class of individuals these statutes, orders, and rules were implemented
10 to protect.

11 109. Defendants' negligence was a substantial factor in causing Plaintiffs to suffer
12 economic and non-economic damages including, destruction of and damage to real property,
13 destruction of and damage to structures, destruction of and damage to personal property and
14 cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet
15 enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual
16 basis, according to proof at trial.

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

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

24 **Inverse Condemnation:**

- 25 (1) Repair, depreciation, and/or the replacement of damaged, destroyed, and/or
26 lost personal and/or real property;
27
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- 1 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
2 personal property;
- 3 (3) Loss of income/wages, earning capacity and/or business profits and/or any
4 related displacement expenses;
- 5 (4) Prejudgment interest from January 7, 2025;
- 6 (5) Pursuant to Code of Civil Procedure section 1036 and all other applicable
7 laws, all reasonable costs, disbursements, and expenses, including
8 reasonable attorney, appraisal, and engineering fees, actually incurred
9 because of this proceeding in the trial court and/or in any appellate
10 proceeding in which Plaintiffs prevails on any issue; and
- 11 (6) Such other and further relief as the Court shall deem proper, all according
12 to proof.

13 **All Other Claims:**

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

11 **DEMAND FOR TRIAL BY JURY**

12 Plaintiffs hereby demand a jury trial on all causes of action for which a jury trial is available.
13

14 DATED: January 22, 2025

ZWIEBACK, Fiset & ZALDUENDO LLP

15
16 *Rachel L. Fiset*

17 By: _____

18 Rachel Fiset, Esq.
19 Dawn Utsumi, Esq.
20 Attorney for Plaintiffs
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