

1 Gerald B. Singleton (SBN 208783)
gsingleton@singletonschreiber.com
2 Paul L. Starita (SBN 219573)
pstarita@singletonschreiber.com
3 Jon Cadieux (SBN 265155)
jcadieux@singletonschreiber.com
4 SINGLETON SCHREIBER, LLP
5 591 Camino de la Reina, Suite 1025
San Diego, CA 92108
6 Telephone: (619) 771-3473

7 Abre' Leann Conner (SBN 306024)
aconner@naacpnet.org
8 Janette Louard (Pro Hac Vice pending)
jlouard@naacpnet.org
9 Anthony P. Ashton (Pro Hac Vice pending)
aashton@naacpnet.org
10 NATIONAL ASSOCIATION FOR
11 THE ADVANCEMENT OF COLORED PEOPLE
4805 Mt. Hope Drive
12 Baltimore, MD 21215
Telephone: (443) 827-5876

13 Attorneys for Plaintiffs

14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 ELIC MAHONE;
17 NATASHA MAHONE;
18 ELON MAHONE;
19 ELOHEEM MAHONE; and
COACH CONSULTANT GROUP, LLC, a
California Limited Liability Company,

20 Plaintiffs,

21 v.

22 SOUTHERN CALIFORNIA EDISON
23 COMPANY, a California Corporation;
EDISON INTERNATIONAL, a California
24 Corporation; and
DOES 1-200, inclusive,

25 Defendants.
26

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/16/2025 2:48 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Cordon, Deputy Clerk

Case No.: **25STCV01150**

COMPLAINT FOR DAMAGES

1. **INVERSE CONDEMNATION;**
2. **TRESPASS;**
3. **NUISANCE;**
4. **PUBLIC UTILITIES CODE § 2106;**
5. **HEALTH & SAFETY CODE § 13007**
6. **NEGLIGENCE**

JURY TRIAL DEMANDED

27 Through this Complaint, Plaintiffs bring the following lawsuit against Defendants SOUTHERN
28 CALIFORNIA EDISON COMPANY, EDISON INTERNATIONAL, and DOES 1-200:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

I.

INTRODUCTION

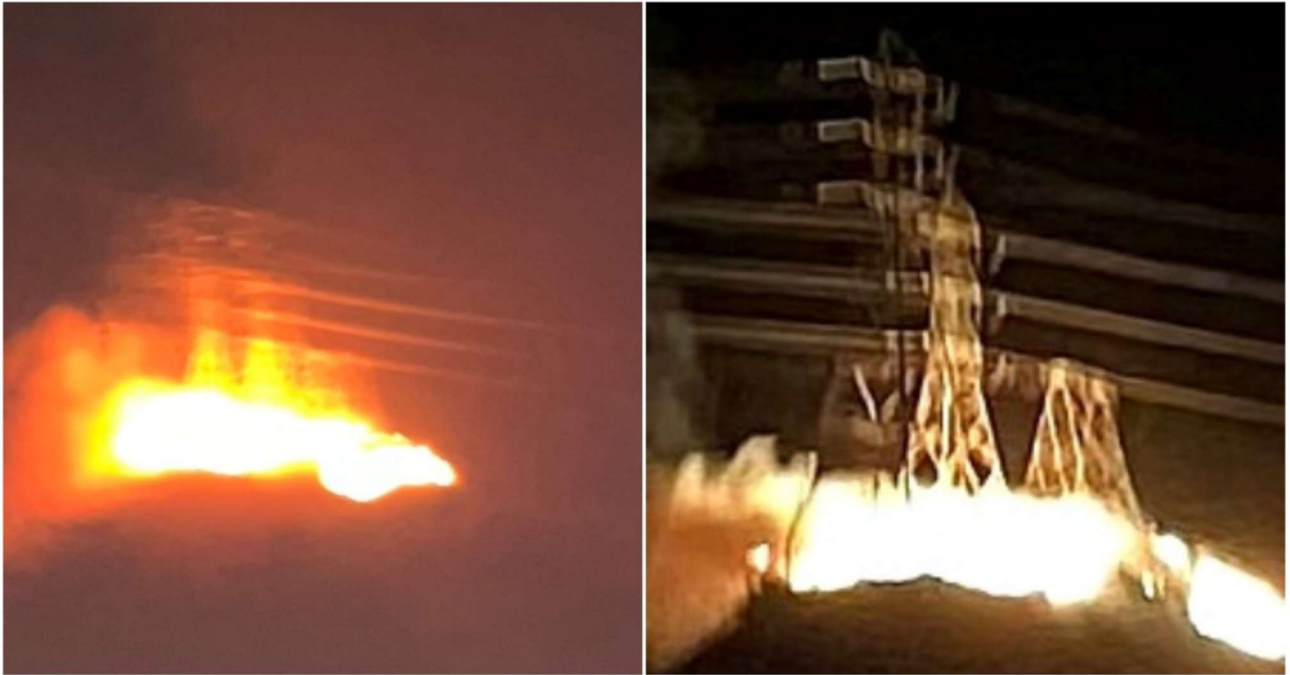
1. This Complaint arises from a wildfire caused by Defendant SOUTHERN CALIFORNIA EDISON COMPANY’s electric powerlines in Los Angeles County in California on January 7, 2025 — a wildfire now called the “Eaton Fire.”



Flames of Eaton Fire – Photo via LAist

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

28 ///



Photos of the Eaton Fire Ignition – Photo via Pasadena Now

3. The Eaton Fire is currently ongoing and spreading rapidly. As of January 16, 2025, the Eaton Fire has already burned approximately 14,117 acres, threatened over 37,000 structures, destroyed at least 5,718 structures, damaged at least 679 structures, killed at least sixteen (16) civilians, injured at least six (6) firefighters, is only 55% contained, and is catastrophically impacting the local community.

4. Plaintiffs, members of Altadena’s historic Black community, are among the individuals and entities harmed by the Eaton Fire, which caused damage to or destruction of their personal property at the residence owned by Plaintiff Elic Mahone. The fire forced Mr. Mahone and his family to evacuate, significantly disrupting their lives.

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

///
///
///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Example of Destruction Caused by Eaton Fire – Photo via Maxar Technologies

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

II.

JURISDICTION AND VENUE

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

7. Venue is proper in Los Angeles County because Defendants, at all times relevant to this Complaint, maintained its principal place of business at 2244 Walnut Grove Ave., Rosemead, County of Los Angeles, California.

III.

PARTIES

A. Plaintiffs

8. Plaintiff Elic Mahone is married to Natasha Mahone, is the father of Elon Mahone and Eloheem Mahone, and is known as “Coach” in the community.

9. Plaintiff Natasha Mahone is married to Elic Mahone and is the mother of Elon Mahone and Eloheem Mahone.

10. Plaintiff Elon Mahone, daughter of Elic Mahone and Natasha Mahone, was living at home and present during the evacuation.

11. Plaintiff Eloheem Mahone, son of Elic Mahone and Natasha Mahone, was living at home and present during the evacuation.

12. Plaintiff Coach Consultant Group, LLC (“CCG”) is a California business engaged in tool sales and athletic coaching. CCG is owned and operated by Elic Mahone and conducts its business from Elic’s primary residence in Altadena.

13. “Plaintiffs” refers collectively to Elic, Natasha, Elon, and Eloheem Mahone as well as CCG, all members of Altadena’s historic Black community.

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

5 **B. Defendants**

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

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

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

27 18. Edison is in the business of providing electricity to the residents of, among other places,
28 Los Angeles County through a utility infrastructure, including a network of electrical transmission and

1 distribution lines. Edison is a “public utility” under Public Utilities Code sections 216(a)(1) and 218(a).

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

7 20. “Defendants” refers collectively to Edison and Does 1 through 200.

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

18 **IV.**

19 **FACTS**

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

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

26 24. On January 9, 2025, Edison reported to the California Public Utilities Commission that
27 its equipment was located within the general area of ignition. Specifically, Edison reported that they
28 preliminarily reviewed the electrical circuit information for the energized transmission lines, and other

1 operational electric equipment located within the general area of the ignition’s origin.

2 25. The Eaton Fire is currently ongoing and spreading rapidly. As of January 16, 2025, the
3 Eaton Fire has already burned approximately 14,117 acres, threatened 37,000 structures, destroyed at
4 least 5,718 structures, damaged at least 679 structures, killed at least sixteen (16) civilians, injured at
5 least six (6) firefighters, is only 55% contained, and is catastrophically impacting the local community.

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

13 27. The conditions and circumstances surrounding the ignition of the Eaton Fire, including
14 the nature and condition of Edison’s electrical infrastructure, low humidity, strong winds, and tinder-
15 like dry vegetation were foreseeable by any reasonably prudent person and, therefore, were certainly
16 foreseeable to Defendants—those with special knowledge and expertise as electrical services providers
17 and their employees and agents. In fact, Edison’s 2023 Year-End Progress Report on Wildfire
18 Mitigation Activities, released December 31, 2023, identified Altadena and Pasadena as Tier 2—
19 Elevated Fire Threat—or Tier 3 – Extreme Fire Threat—areas well before the Eaton Fire. Further,
20 Edison knew the Eaton Canyon area was an extremely vulnerable and high wildfire risk area, where
21 topography, historical fires, and local fuel conditions put it at higher danger.

22 28. This wildfire was not the result of an “act of God” or other force majeure. This wildfire
23 was started by sparks from high-voltage transmission lines, distribution lines, appurtenances, and other
24 electrical equipment within Edison’s utility infrastructure that ignited surrounding vegetation. Despite
25 knowing of an extreme fire risk, Defendants deliberately prioritized profits over safety. This
26 recklessness and conscious disregard for human safety was a substantial factor in bringing about the
27 Eaton Fire.

28 ///

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

8 30. This was not the first time Edison caused this type of fire. Edison's equipment was
9 involved in the ignition of the Rey Fire in 2016. Edison's equipment was involved in the ignition of the
10 Thomas Fire in 2017. The following year, in 2018, Edison's equipment was involved in the ignition of
11 the Woolsey Fire. In 2019, Edison's equipment was involved in the ignition of the Easy fire. Edison
12 started the Silverado Fire in 2020, which burned over 13,000 acres and critically injured two
13 firefighters, caused more than 90,000 people to evacuate, and destroyed five structures. And in 2022,
14 Edison started the Fairview Fire, which also started in Los Angeles County and burned over 28,307
15 acres, destroyed 36 structures, damaged eight structures, and caused multiple injuries and at least two
16 deaths. Unfortunately, rather than reform its practices, Edison once again elected to put profits over
17 public safety, transmitting high voltage electric power through exposed, uninsulated conductors in
18 known high fire risk areas during forecasted high wind conditions.

19 31. Plaintiffs Elic Mahone and Natasha Mahone, as a married husband and wife, own a
20 single-family home in Altadena, California as their primary residence located approximately two (2)
21 miles from the area of origin. Plaintiffs purchased the home right before they married and have lived in
22 home for twenty-six (26) years. Plaintiffs have recently completed a remodel shortly before the Eaton
23 Fire.

24 32. Soon after the fire's ignition, Plaintiff's were forced to evacuate, and their home was
25 completely destroyed by the Eaton Fire. Plaintiffs have since been displaced and continue to seek
26 alternative living arrangements.

27 33. Plaintiffs' property losses and harms suffered include, but are not limited to, the total
28 loss of their primary residence, a sports collection, unique vintage cars, and other irreplaceable personal

1 property with deep sentimental value. Plaintiffs also suffered from the total loss of business property.

2 **V.**

3 **CAUSES OF ACTION**

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

5 **(Against All Defendants)**

6 34. All previous paragraphs are incorporated into this cause of action.

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

9 36. On and before January 7, 2025, Defendants designed, constructed, installed, operated,
10 controlled, used, and/or maintained the facilities, lines, wires, and/or other electrical equipment within
11 Edison's utility infrastructure, including the transmission and distribution lines in and around the
12 location of the Eaton Fire, for the purpose of providing electrical services to large swaths of the public.

13 37. On and before January 7, 2025, Defendants were aware of the inherent dangers and risks
14 that the electrical equipment within Edison's electrical-utility infrastructure (as deliberately designed
15 and constructed) could ignite a wildfire like the Eaton Fire.

16 38. This inherent risk was realized on January 7, 2025, when electrical equipment within
17 Edison's utility infrastructure ignited the Eaton Fire, which resulted in the taking of Plaintiffs' property.

18 39. This taking was legally and substantially caused by Defendants' actions and inactions in
19 designing, constructing, installing, operating, controlling, using, and/or maintaining the facilities, lines,
20 wires, and/or other electrical equipment within Edison's utility infrastructure.

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

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

24 42. Plaintiffs further seek, pursuant to Code of Civil Procedure section 1036, to recover all
25 reasonable costs, disbursements, and expenses – including reasonable attorney, appraisal, and
26 engineering fees – actually incurred because of this proceeding in the trial court and/or in any appellate
27 proceeding in which Plaintiffs prevails on any issue.

28 ///

1 **SECOND CAUSE OF ACTION - TRESPASS**

2 **(Against All Defendants)**

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

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

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

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

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

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

18 49. 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 deter
22 such conduct in the future.

23 **THIRD CAUSE OF ACTION - NUISANCE**

24 **(Against All Defendants)**

25 50. All previous paragraphs are incorporated into this cause of action.

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

28 52. Defendants' actions and inactions created a condition and/or permitted a condition to

1 exist that: was harmful to health; offensive to the senses; obstructed and interfered with Plaintiffs'
2 comfortable enjoyment of life and property; unlawfully obstructed the free passage or use, in the
3 customary manner, of public streets and highways; and created a completely predictable fire hazard.

4 53. These conditions interfered with Plaintiffs' quiet enjoyment of their properties in a way
5 unique to each Plaintiff.

6 54. These conditions also affected a substantial number of people at the same time.

7 55. At no time did Plaintiffs consent to Defendants' actions and inactions in creating these
8 conditions.

9 56. An ordinary person would be reasonably annoyed and disturbed by Defendants' actions
10 and inactions in creating these conditions.

11 57. Defendants' actions and inactions in creating these conditions were a substantial factor
12 in causing Plaintiffs to suffer economic and non-economic damages unique to each plaintiff (and
13 different from damages suffered by other plaintiffs) including, but not limited to, destruction of and
14 damage to real property, destruction of and damage to structures, destruction of and damage to personal
15 property and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of
16 quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an
17 individual basis, according to proof at trial.

18 58. The seriousness of the harm Defendants have caused Plaintiffs outweighs any public
19 benefit that Defendants may provide.

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

25 **FOURTH CAUSE OF ACTION - PUBLIC UTILITIES CODE SECTION 2106**

26 **(Against Defendants Edison and DOES 1-200)**

27 60. All previous paragraphs are incorporated into this cause of action.

28 61. On January 7, 2025, Edison was a "public utility" as defined by California's Public

1 Utilities Code, and had a legal obligation to comply with the Public Utilities Act.

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

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

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

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

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

23 67. Defendants' failure to comply with applicable provisions of the Public Utilities Act and
24 applicable Public Utilities Commission Orders and Rules, including its own wildfire mitigation plan,
25 was a substantial factor in causing Plaintiff to suffer economic and non-economic damages including,
26 destruction of and damage to real property, destruction of and damage to structures, destruction of and
27 damage to personal property and cherished possessions, discomfort, annoyance, inconvenience, mental
28 anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be

1 determined, on an individual basis, according to proof at trial.

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

7 **FIFTH CAUSE OF ACTION - HEALTH & SAFETY CODE SECTION 13007**

8 **(Against all Defendants)**

9 69. All previous paragraphs are incorporated into this cause of action.

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

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

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

24 **SIXTH CAUSE OF ACTION - NEGLIGENCE**

25 **(Against All Defendants)**

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

28 74. Defendants each have special knowledge and expertise far beyond that of a layperson

1 with regard to the safe design, engineering, construction, use, operation, inspection, repair, and
2 maintenance of Edison's electrical lines, infrastructure, equipment, and vegetation management efforts.
3 The provision of electrical services involves a peculiar and inherent danger and risk of wildfires.

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

12 76. Defendants each breached these duties by, among other things:

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

27 77. Defendants' failure to comply with applicable provisions of the Public Utilities Act and
28 Public Utilities Commission General Orders and Rules, as alleged herein, is negligence per se because
these statutes, orders, and rules are aimed at preventing the exact type of harm that Plaintiffs suffered
because of Defendants' failure to comply with these statutes, orders, and rules. That is, Plaintiffs are

1 within the class of individuals these statutes, orders, and rules were implemented to protect.

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

7 79. 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 deter
11 such conduct in the future.

12 **VI.**

13 **PRAYER FOR RELIEF**

14 80. Plaintiffs seek the following damages in an amount according to proof at the time of trial:

15 **Inverse Condemnation:**

- 16 (1) Repair, depreciation, and/or the replacement of damaged, destroyed, and/or
17 lost personal and/or real property;
- 18 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
19 personal property;
- 20 (3) Loss of wages, earning capacity and/or business profits and/or any related
21 displacement expenses;
- 22 (4) Prejudgment interest from January 7, 2025;
- 23 (5) Pursuant to Code of Civil Procedure, section 1036 and all other applicable
24 laws, all reasonable costs, disbursements, and expenses, including
25 reasonable attorney, appraisal, and engineering fees, actually incurred
26 because of this proceeding in the trial court and/or in any appellate
27 proceeding in which Plaintiffs prevails on any issue; and

28 ///

1 (6) Such other and further relief as the Court shall deem proper, all according to
2 proof.

3 **All Other Claims:**

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

26 ///

27 ///

28 ///

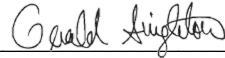
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VII.
JURY TRIAL DEMAND

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

Dated: January 16, 2025

SINGLETON SCHREIBER, LLP

By: 
Gerald B. Singleton
Paul L. Starita
Jon Cadieux

NATIONAL ASSOCIATION FOR THE
ADVANCEMENT OF COLORED PEOPLE
Abre' Leann Conner
Janette Louard (Pro Hac Vice pending)
Anthony P. Ashton (Pro Hac Vice pending)

Attorneys for Plaintiffs