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10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 TWO PALMS SKILLED CARE, LLC,
13 d/b/a TWO PALMS CARE CENTER,
14 2637 WASHINGTON, LLC, and 2637
15 WASHINGTON GS, LLC,

16 Plaintiffs,

17 v.

18 SOUTHERN CALIFORNIA EDISON
19 COMPANY, a California Corporation; EDISON
20 INTERNATIONAL, a California Corporation;
21 and DOES 1 through 100, inclusive,

22 Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/01/2026 10:51 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Cwikla, Deputy Clerk

Case No. 26STCV14138

ORIGINAL COMPLAINT FOR DAMAGES

- (1) Negligence and Negligence Per Se
- (2) Trespass by Fire
- (3) Inverse Condemnation
- (4) Public Nuisance
- (5) Private Nuisance
- (6) Health and Safety Code Section 13007
- (7) California Public Utilities Code Section 2106

Jury Trial Demanded

1 Plaintiff Two Palms Skilled Care, LLC as owner and operator of Two Palms Care Center, and
2 2637 Washington GS, LLC and 2637 Washington, LLC as owners of 2637 East Washington Blvd.,
3 Pasadena, California, 91107 (collectively “Two Palms” or “Plaintiffs”), by their undersigned attorneys,
4 make the following Complaint against Southern California Edison Company, Edison International, and
5 Does 1–100 (collectively, “SCE” or “Defendants”), alleging as follows:

6 **INTRODUCTION**

7 1. Two Palms was a family-owned and operated skilled nursing facility that served the
8 Pasadena community for over 58 years. Two Palms served as a well-run, high-quality facility for its
9 elderly and disabled residents, known for its sterling reputation for patient care, its attentive staff who
10 treated residents with dignity and compassion, and its four-star Medicare rating. The approximately
11 9,000 square-foot, 50-bed facility, situated on over half an acre in the heart of Pasadena, provided needed
12 and important services to elderly and disabled residents and their families.



28 **Image 1: Two Palms Before the Eaton Fire.**

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Image 3: Two Palms Before the Eaton Fire.



Image 4: Photos Showing Resident Spaces at Two Palms Before the Eaton Fire.

1 3. The Eaton Fire that destroyed Two Palms ignited on January 7, 2025, at 6:11 p.m. and
2 became the second most destructive wildfire in California history. It claimed nineteen lives and burned
3 more than fourteen thousand acres and ten thousand structures across Pasadena and Altadena.

4 4. Once ignited, the Eaton Fire spread quickly as strong winds pushed the flames southward
5 and westward through Eaton Canyon toward Two Palms. The Eaton Fire rapidly reached Two Palms on
6 the night of January 7, 2025.



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19 **Image 5: Exterior of Two Palms as the Eaton Fire Raged.**

20 5. As the Fire neared and smoke descended, Two Palms began emergency preparations to
21 evacuate residents, many of whom were disabled, including bed-bound residents and residents with
22 dementia.¹ Following the facilities' emergency protocols while surrounded by nearby structures that
23 were ablaze, thick smoke, and flying embers, Two Palms staff mobilized to move residents to safety.
24 The dedicated staff alerted the other affiliated facilities in the area that Two Palms residents would need
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27 ¹ See Steve Lopez, *The Nightmare of Evacuations for the Elderly and Disabled in the Path of the Fires*,
28 L.A. Times (Jan. 18, 2025), <https://tinyurl.com/p55zswzz>.

1 to be moved to their facilities. Through thick smoke, Two Palms staff wrapped residents in blankets and
2 wheeled them to safety in wheelchairs and rolling beds, successfully evacuating every resident.²

3 6. But no amount of heroism would prevent the inevitable destruction of Two Palms itself.



15 **Image 6: Two Palms as the Eaton Fire Raged.**

16 7. By dawn the morning after the evacuation, only charred fragments remained of the Two
17 Palms facility—the once home for its residents, cherished workplace of its devoted staff, and prosperous
18 business was destroyed.

19 8. The Eaton Fire that destroyed Two Palms was entirely preventable. Indeed, the Eaton
20 Fire was caused by unsafe electrical equipment owned, operated, and improperly maintained by SCE.
21 The Fire could have been prevented if SCE had exercised reasonable care in maintaining its electrical
22 systems. Instead, SCE violated this duty by knowingly operating aging, overloaded, and improperly
23 maintained infrastructure. Had SCE acted responsibly, the Eaton Fire could have been prevented.

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26 ² Steve Lopez, *As Eaton Fire Advanced, Here's How Employees Rescued 45 Elderly and Disabled*
27 *Patients*, L.A. Times (Jan. 25, 2025), <https://www.latimes.com/california/story/2025-01-25/column-as-eaton-fire-advanced-heres-how-employees-rescued-45-elderly-and-disabled-patients>.



Image 7: Photos Showing Two Palms in the Aftermath of the Eaton Fire.

9. SCE knew that its equipment was in a High Fire Risk Area, knew that the weather conditions on the days before and on the day of ignition posed extreme fire risk, and knew that public safety power shut-offs (“PSPS”) were necessary to protect the public. However, it failed to follow its own protocols to shut off the power to the lines that ignited the Eaton Fire. Had SCE acted responsibly and adhered to its protocols, the Eaton Fire could have been prevented, and Two Palms would still be standing, serving its community, and continuing to prosper.

PARTIES

A. Plaintiffs

1. Two Palms Care Center LLC

10. Plaintiff Two Palms Skilled Care, LLC d/b/a Two Palms Care Center is a California limited liability corporation with a principal address located at 13347 Ventura Blvd., Sherman Oaks, California, 91423. Two Palms Skilled Care, LLC operated Two Palms Care Center located at 2637 E Washington Blvd., Pasadena, California, 91107.

11. Two Palms was a 50-bed skilled nursing facility that had been serving the Pasadena area

1 since 1967. Two Palms was an acclaimed facility providing 24-hour skilled nursing care to elderly and
2 disabled residents.

3 **2. 2637 Washington, LLC**

4 12. Plaintiff 2637 Washington, LLC is a California limited liability corporation with a
5 principal address located at 7162 Beverly Blvd., 565, Los Angeles, California, 90036. 2637 Washington,
6 LLC owns 2637 E Washington Blvd., Pasadena, California, 91107.

7 **3. 2637 Washington GS, LLC**

8 13. Plaintiff 2637 Washington GS, LLC is a California limited liability corporation with a
9 principal address located at 13347 Ventura Blvd., Sherman Oaks, California, 91423. 2637 Washington
10 GS, LLC owns 2637 E Washington Blvd., Pasadena, California, 91107.

11 **B. Defendants**

12 **1. Defendant Southern California Edison Company**

13 14. Defendant Southern California Edison Company is a corporation authorized to do
14 business, and doing business, in the State of California, with its principal place of business in the County
15 of Los Angeles, State of California.

16 15. Southern California Edison Company is an “Electrical Corporation” pursuant to
17 California Public Utilities Code (“CPUC”) section 218(a) and a “Public Utility” pursuant to CPUC
18 section 216(a).

19 16. Southern California Edison Company is an investor owned and publicly traded utility. It
20 was and is one of the nation’s largest electrical utilities, providing electricity to residents and businesses
21 across 50,000 square miles in Central, Coastal, and Southern California.³ Specifically, Southern
22 California Edison Company provides electricity through electrical transmission and distribution lines to
23 Pasadena and Altadena residents and businesses including Two Palms.

24 17. The State of California through the Public Utilities Commission has granted Southern
25 California Edison a state-protected monopoly or quasi-monopoly. Southern California Edison is more

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³ *About SCE*, Southern California Edison, <https://www.sce.com/about-sce> (last visited, Mar. 20, 2026).

1 akin to a governmental entity than a purely private entity and runs its utility affairs like a governmental
2 entity. Southern California Edison’s monopoly is guaranteed and safeguarded by the Public Utilities
3 Commission, which possesses the power to refuse to issue certificates of public convenience and
4 necessity to permit potential competition to enter the market. The policy justifications underlying
5 inverse condemnation liability are that individual property owners should not have to contribute
6 disproportionately to the risks from public improvements made to benefit the community as a whole.

7 **2. Defendant Edison International**

8 18. Defendant Edison International is a corporation authorized to do business, and doing
9 business, in the State of California, with principal place of business in the County of Los Angeles, State
10 of California.

11 19. Defendant Edison International is an energy-based holding company headquartered in
12 Rosemead, California and is the parent company of Defendant Southern California Edison Company.
13 At all times relevant, Edison International’s officers, directors, and managing agents had discretionary
14 and supervisory authority over the operations of Southern California Edison.

15 20. Defendant Edison International is an “Electrical Corporation” pursuant to CPUC section
16 218(a) and a “Public Utility” pursuant to CPUC section 216(a).

17 **3. Defendants Does 1 through 100**

18 21. The true names and capacities, whether individual, plural, corporate, partnership,
19 associate, or otherwise, of Defendants Does 1–100, inclusive, are unknown to Two Palms who therefore
20 sues said Defendants by such fictitious names. Defendants Does 1–100, inclusive, are each directly or
21 vicariously responsible for the harms alleged in this Complaint. Two Palms thus sues Defendants Does
22 1–100 pseudonymously under California Code of Civil Procedure section 474. If and when Two Palms
23 learns the Defendants’ true names, capacities, and ways in which they caused harm, Two Palms will
24 seek leave to amend this Complaint.

25 **C. Summary of Plaintiff’s Allegations Against Defendants**

26 22. Two Palms alleges that Defendants are jointly and severally liable for each other’s
27 wrongful acts and/or omissions because, among other things, the businesses (1) operate as a single
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1 enterprise from the same location for the purposes of effectuating and carrying out Southern California
2 Edison Company's operations for the benefit of Edison International, (2) are integrated to for a common
3 business purpose, (3) are organized and controlled as an instrumentality/parent, (4) have centralized
4 management; (5) are intertwined and do not act independently of one another; (6) have common officers
5 and managers; (7) have common employee benefit programs and investments; (8) have uniform
6 personnel and accounting policies and practices; and (9) are represented by common legal counsel.

7 **JURISDICTION AND VENUE**

8 23. This Court has subject matter jurisdiction over this matter pursuant to Code of Civil
9 Procedure section 395(a) because, at all relevant times, Defendants have conducted significant business
10 in the County of Los Angeles so as to render the exercise of jurisdiction over Defendants by this Court
11 consistent with the traditional notions of fair play and substantial justice. The amount in controversy
12 exceeds the jurisdictional minimum of this Court.

13 24. Venue is proper under Code of Civil Procedure sections 395(a) and 395.5 because
14 Defendants reside in and have their principal place of business and headquarters located in Los Angeles
15 County, and Defendants' wrongful conduct occurred in Los Angeles County.

16 **FACTUAL BACKGROUND**

17 25. On January 7, 2025, SCE's faulty electrical infrastructure or sparks from that
18 infrastructure ignited the Eaton Fire near Eaton Canyon at the base of the San Gabriel Mountains, which
19 then spread into the surrounding urban communities. The Eaton Fire was a horrific but predicable event
20 that devastated the Altadena and Pasadena communities, including Two Palms.

21 **A. SCE's Electrical Infrastructure Ignites the Eaton Fire.**

22 26. On December 31, 2024, the National Weather Service ("NWS") forecasted impending
23 Santa Ana winds that would cause dangerous fire conditions in the Los Angeles region from January 7,
24 2025, through January 10, 2025.⁴

25 27. On January 5, 2025, the NWS's forecast became more certain, and it issued a Red Flag
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27 ⁴ Steve Kerber et al., *Southern California Fires Timeline Report*, UL Research Insts. at 74 (Nov. 20,
28 2025), <https://doi.org/10.60752/102376.29905157>.

1 Warning highlighting the “threat of widespread damaging, and prolonged winds, which could create
2 dangerous fire weather conditions across the region.”⁵

3 28. The next afternoon, January 6, 2025, NWS upgraded the fire warning for the following
4 day to a Particularly Dangerous Situation (“PDS”) Red Flag Warning—the highest warning level: ⁶

5 PARTICULARLY DANGEROUS SITUATION (PDS) RED FLAG WARNING IN
6 EFFECT NOON TUESDAY [1/7] UNTIL 4 PM WEDNESDAY [1/8] DUE TO
7 DAMAGING NORTH TO NORTHEAST WINDS AND LOW HUMIDITIES FOR
8 THE FOLLOWING AREAS: SAN GABRIEL MOUNTAINS/SAN GABRIEL AND
9 SAN FERNANDO VALLEYS (ESPECIALLY FOOTHILLS)/ [. . .] -- THIS WILL
10 LIKELY BE A LIFE THREATENING, DESTRUCTIVE, AND WIDESPREAD
11 WINDSTORM . . .

12 ***THIS IS A PARTICULARLY DANGEROUS SITUATION (PDS) FOR
13 PORTIONS OF LOS ANGELES AND VENTURA COUNTIES!***

14 Due to the very strong upper-level wind support and high risk for strong mountain wave
15 activity, typical wind sheltered areas such as portions of the LA basin and San Gabriel
16 Valley. The strong winds will likely result in widespread downed trees/powerlines, as
17 well as widespread power outages. THIS WILL LIKELY BE THE MOST
18 DESTRUCTIVE WINDSTORM SEEN SINCE 2011 WINDSTORM THAT DID
19 EXTENSIVE DAMAGE TO PASADENA AND NEARBY FOOTHILLS OF THE SAN
20 GABRIEL VALLEY. ANY COMMUNITIES ALONG HIGHWAY 118 AND 210
21 CORRIDORS WILL BE AT HIGHEST RISK FOR COMPARABLE WIND
22 DAMAGE.⁷

23 29. On January 7, at 6:10:59 and 6:11:02 p.m., a sensor network detected two major electrical
24 faults in SCE’s transmission system.⁸

25 30. These two faults coincided with eyewitness reports of flashes and sparks beneath three
26 of SCE’s transmission towers located in the Eaton Canyon—M6T1, M23T3, and M16T1.⁹ The M6T1
27 and M24T3 towers each carry two 220kV transmission lines.¹⁰ The M16T1 carries a decommissioned
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22 ⁵ *Id.* at 75.

23 ⁶ *Id.* at 76.

24 ⁷ *Id.* at 80.

25 ⁸ Ivan Penn et al., *New Data Shows Major Electrical Disruption Ahead of Eaton Fire*, N.Y. Times (Jan
26 29, 2025), <https://tinyurl.com/33zj34jp>.

27 ⁹ *Id.* (describing eyewitness accounts); Letter from SCE to CPUC (Jan. 27, 2025) (“Jan. 27 SCE Letter”),
28 <https://tinyurl.com/y5ne5f8z> (last visited Apr. 21, 2026).

¹⁰ Jan. 27 SCE Letter, *supra* note 10.

1 transmission line.¹¹ Transmission towers support overhead transmission lines that move large volumes
2 of high-voltage electricity across distances, which are then connected to distribution lines that carry
3 lower voltage electricity for distribution to the public.



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15 **Image 8: SCE Transmission Towers and Electrical Lines (Photo Taken February 11, 2025).**

16 31. Although SCE initially denied any anomalies in these transmission lines, it later
17 confirmed that a fault on a “distant” SCE transmission line caused “a momentary and expected increase
18 in current” on the four energized subject transmission lines at the time of ignition.¹²

19 32. Video footage taken at the time of ignition captured two flashes of apparent arcing at the
20 towers immediately followed by sparks and flames.¹³ Arcing occurs when voltage jumps between
21 conductors—for example, between one piece of metal to another even when the two are not touching.¹⁴
22 During arcing, transmission lines can dangerously flash, spark, and ignite a fire depending on “what’s
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24 ¹¹ *Id.*

25 ¹² *Id.*

26 ¹³ Penn et al., *supra* note 9.

27 ¹⁴ Brianna Sacks, *Did An Idle Power Line Reenergize and Spark the Eaton Fire?*, Wash. Post (Feb. 1,
28 2025), <https://www.washingtonpost.com/weather/2025/02/01/eaton-fire-decommissioned-power-line/>.

1 underneath the pole at the time.”¹⁵

2 33. At the time of ignition, an eyewitness described hearing a loud bang and seeing fire
3 beneath the towers.¹⁶

4 34. At 6:18 p.m., a 911 caller reported the fire.¹⁷ Upon examination, officials confirmed that
5 a ten-acre fire underneath SCE’s transmission towers was burning at 6:26 p.m.¹⁸ The ignition site was
6 later confirmed to be located at the coordinates point N34.1860422292, W118.09357612511549, just
7 over one mile from Two Palms.¹⁹



19 **Image 9: Fire Ignites Under SCE’s Towers (Photo Collected on January 7, 2025, at 6:21 p.m.).**

20 35. After the fire ignited beneath SCE’s electrical infrastructure, extremely high winds
21 rapidly pushed the flames southward towards Two Palms, and the fire reached North Altadena Drive
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23 ¹⁵ Ivan Penn et al., *Flashes Then Flames: New Video of Eaton Fire Raises More Questions for Power*
Company, N.Y. Times (Jan. 26, 2025), <https://tinyurl.com/nhzxpmf>.

24 ¹⁶ Laura J. Nelson, *The Start of the Palisades and Eaton Fires: 24 Hours That Changed Los Angeles*,
25 L.A. Times (Jan. 25, 2025), <https://tinyurl.com/k4zehnsk>.

26 ¹⁷ Kerber et al., *supra* note 5, at 165.

27 ¹⁸ *Id.*

28 ¹⁹ Jan. 27 SCE Letter, *supra* note 10.

1 and the structures surrounding Two Palms within one hour of ignition.²⁰

2 36. Following emergency protocols, Two Palms began gathering blankets, readying
3 wheelchairs and gurneys, and organizing for evacuation.



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18 **Image 10: Two Palms Residents During the Eaton Fire Evacuation.**

19 37. As the Eaton Fire barreled towards Two Palms, Two Palms worked diligently to evacuate
20 all 45 residents under dire conditions. Two Palms staff joined first responders and ambulance crews,
21 navigating the darkened and smoke-infected facility to ensure every resident was safely evacuated.²¹
22 They wheeled residents out on medical beds and wheelchairs and carried those who could not be moved

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27 ²⁰ Kerber et al., *supra* note 5, at 167.

28 ²¹ Andrea Klick, 'Our Task was to Save Lives': Video Shows Calif. Cops Evacuating Residents from
Nursing Home Before Fire, Police1 (Feb. 10, 2025), <https://tinyurl.com/4j5h7n4d>.

1 into chairs.²² While embers and ash rained down outside of the facility, staff transferred vulnerable
2 residents into ambulances, vans, and personal vehicles, all while attempting to calm the terrified
3 residents. Two Palms placed evacuated residents across affiliated care facilities, many of which remain
4 placed in those once-temporary emergency accommodations. Two Palms did not receive an evacuation
5 notice until 2 a.m. that night, long after evacuating the endangered residents and the Eaton Fire had
6 spread.

7 38. Once the Eaton Fire was eventually contained, facility leadership returned to Two Palms.
8 The Eaton Fire had consumed the once-flourishing facility in its entirety.²³



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22 **Image 11: Two Palms After the Eaton fire.**

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25 ²² ABC7, *Nursing Center Residents Abandoned Wheelchairs Amid Rush to Escape Flames* (YouTube,
26 Jan. 9, 2025), <https://www.youtube.com/shorts/kHet2CLefjU>.

27 ²³ Video Posted by KNX News (@knxnews), Instagram, *Two Palms Nursing Center in Pasadena was*
28 *destroyed in the Eaton Fire* (Jan. 8, 2025) https://www.instagram.com/reels/DEkn_-sh_ZK/.

1 additional evidence, we believe that SCE equipment could have been associated with the ignition.”²⁹

2 43. And finally in December 2025, SCE stated that—based on its own investigations—its
3 equipment was “likely the cause” of the Eaton Fire.³⁰

4 44. Based on these investigations and SCE’s own admissions, there is little doubt that SCE’s
5 electrical equipment at the ignition site was responsible for igniting the Eaton fire.

6 **C. SCE’s Failure to Act Responsibly and Breach of Statutory and Regulatory**
7 **Duties Caused the Eaton Fire.**

8 45. SCE’s duties as a public utility company were intended to prevent tragedies like the
9 Eaton Fire. These duties include safely building, maintaining, and operating its electrical infrastructure,
10 maintaining surrounding vegetation, and shutting off power when necessary. Despite knowing the
11 dangerous fire conditions and the likelihood of catastrophe, SCE breached these duties, ultimately
12 causing the Eaton Fire.

13 **1. SCE had Non-Transferable, Non-Delegable Duties to Safely Maintain and**
14 **Operate Its Electrical Infrastructure.**

15 46. At all times prior to January 7, 2025, SCE had a non-transferable, non-delegable duty to
16 properly construct, inspect, repair, maintain, manage, and/or operate its power lines and electrical
17 distribution systems. In so doing, SCE had an obligation to comply with statutes, regulations, and
18 standards including but not limited to:

- 19 • CPUC section 451 requiring SCE to “furnish and maintain such adequate, efficient, just, and
20 reasonable service instrumentalities, equipment, and facilities . . . as are necessary to promote
21 the safety, health, comfort, and convenience of its patrons, employees, and the public.”
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25 ²⁹ *Prepared Remarks of Edison International CEO and CFO, Second Quarter of 2025 Earnings*
26 *Teleconference*, Edison International (July 31, 2025), <https://tinyurl.com/2r8wvuj5>.

27 ³⁰ Cameron Kiszla, *Power Company CEO Indicates Fault for Eaton Fire*, KTLA (Dec. 17, 2025),
28 <https://ktla.com/news/local-news/power-company-ceo-indicates-fault-for-eaton-fire>.

- 1 • California Public Resources Code section 8386(a) requiring SCE to “construct, maintain,
2 and operate its electrical lines and equipment in a manner that will minimize the risk of
3 catastrophic wildfire.”
- 4 • CPUC General Order 165 requiring SCE to perform a “detailed inspection” of its overhead
5 distribution lines in urban areas at least every five years and patrol inspections every year. A
6 “detailed inspection” is “one where individual pieces of equipment and structures are
7 carefully examined, visually and through use of routine diagnostic tests, as appropriate, . . .
8 and the condition of each rated and recorded.”

9 47. SCE also had an obligation to comply with CPUC General Order 95, including but not
10 limited to:

- 11 • Rule 18 regulating the reporting and resolution of “safety hazards” and other CPUC General
12 Order 95 nonconformances. Gen. Order 95, Rule 18. Rule 18 required SCE to prioritize
13 correcting significant fire hazards and consider the location of safety hazard “including
14 whether the [hazard] is located in the High Fire-Threat District.” *Id.*
- 15 • Rule 31.1 requiring that SCE “design[], construct[], and maintain[]” its electrical supply
16 system with “regard being given to the condition under which they are to be operated, to
17 enable the furnishing of safe, proper, and adequate service.” Gen. Order 95, Rule 31.1.
- 18 • Rule 31.6 requiring SCE to remove any permanently abandoned lines or portions of lines so
19 that they do “not become a public nuisance or a hazard to life or property.” Gen. Order 95,
20 Rule 31.6.

21 48. At all times prior to January 7, 2025, SCE had a non-transferable, non-delegable duty to
22 properly maintain the vegetation surrounding its power lines and electrical distribution systems to
23 prevent foreseeable contact with such equipment.

24 49. In so doing, SCE had an obligation to comply with statutes, regulations, and standards
25 including but not limited to “maintain[ing] around and adjacent to any pole or tower which supports a
26 switch, fuse, transformer, lightning arrester, line junction, or dead end or corner pole, a firebreak which
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1 consists of a clearing of not less than 10 feet in each direction from the outer circumference of such pole
2 or tower.” Pub. Res. Code § 4292.

3 50. SCE was also required to have increased radial clearances between bare-line conductors
4 and vegetation in high fire-threat areas. Gen. Order 95, Rule 35, Table 1, Case 14. And SCE had an
5 obligation to “determine and apply additional appropriate clearances beyond the clearances” provided
6 by statutes and regulations “for the purposes of public safety or service reliability.” CPUC Gen. Order
7 95, App’x E. In determining and applying these additional clearances, SCE was obligated to account
8 for, among other things, “line voltage, vegetation growth rate, local climate, and fire risk.” *Id.*

9 51. At all times prior to January 7, 2025, SCE was required to prepare, submit, and adhere
10 to a Wildfire Mitigation Plan (“WMP”) pursuant to CPUC section 8386. In its WMP, SCE outlines its
11 protocols for implementing a Public Safety Power Shutoff (“PSPS”), acknowledging that PSPS are
12 “necessary as a last resort mitigation measure to prevent ignitions that may lead to significant
13 wildfires.”³¹

14 52. SCE’s WMP reflects that its PSPS decisions are based on weather and vegetation
15 conditions, including that it “considers PSPS when weather and fire experts forecast dangerous
16 conditions including strong winds, very dry vegetation and low humidity” and “[c]ombined, these create
17 the risk that flying debris or other damage to wires and equipment could cause a fire with the potential
18 to spread rapidly.”³²

19 53. The WMP specifies that individual circuits have de-energization thresholds that “account
20 for circuit health, including any pending maintenance issues or other concerns identified through patrols,
21 and are also informed by a consequence score that estimates the potential impact of ignition on
22 communities.”³³ And “[i]f actual conditions suggest more wildfire risk, or in large-scale events when
23 many circuits are under consideration for shutoffs, the de-energization thresholds may be lowered
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25 ³¹ Southern California Edison, 2023–2025 Wildfire Mitigation Plan, at 623 (Nov. 6, 2024) (“SCE
26 2023–2025 WMP”), <https://tinyurl.com/5y7vt4ya> (last visited Apr. 21, 2026).

27 ³² *Id.* at 630.

28 ³³ *Id.* at 624.

1 (discounted), meaning power on a circuit will be turned off at lower wind speeds.”³⁴

2 54. SCE’s WMP also states that SCE blocks automatic reclosing devices—devices that are
3 installed on circuits that will reenergize a circuit after a fault—“during a RFW declared by the NWS,
4 and/or a FWT, TT or PSPS Proximity Threat declared by SCE’s weather team.”³⁵ SCE acknowledges
5 that a failure to block automatic re-energization “could potentially lead to an ignition.”³⁶ SCE also states
6 that all of its circuits in high-risk fire areas are capable of blocking this setting.

7 55. The Office of Energy Infrastructure Safety requires SCE to “meet the commitments in
8 its WMP and fully address the areas for continued improvement identified within this Decision to ensure
9 it meaningfully reduces utility-related ignition and PSPS risk within its service territory over the plan
10 cycle.”³⁷

11 56. SCE knew or should have known that these standards and regulations set only a minimum
12 standard of care. SCE had an on-going duty to identify vegetation posing a foreseeable hazard and to
13 manage the growth of vegetation near its electrical infrastructure to prevent the foreseeable and
14 dangerous contact with transmission lines.

15 57. SCE also had a duty to manage, maintain, repair, and/or replace its aging infrastructure
16 to protect public safety. SCE could and should have accomplished these objectives by, including but not
17 limited to, putting electrical equipment underground in wildfire-prone areas, increasing inspections,
18 modernizing infrastructure, and/or obtaining an independent audit of its risk management programs to
19 ensure effectiveness.

20 **2. SCE Knew of the Dangerous Fire Conditions and the Devastation that Can**
21 **Occur.**

22 58. In the days leading up to the Eaton fire, SCE was aware that Los Angeles and its
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24 ³⁴ *Id.* at 626.

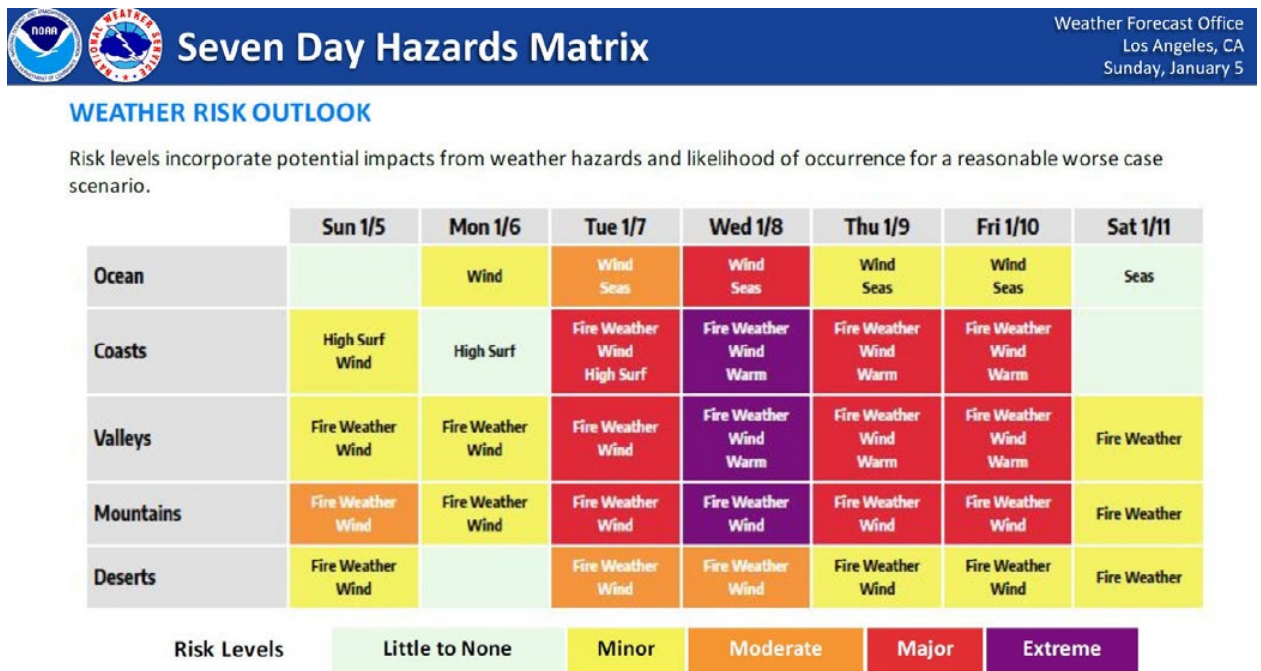
25 ³⁵ *Id.* at 333.

26 ³⁶ *Id.*

27 ³⁷ Office of Energy Infrastructure Safety Decision on 2023–2025 Wildfire Mitigation Plan, at 96 (Oct.
28 24, 2023), <https://tinyurl.com/5enunrws>.

1 surrounding area were experiencing a severe drought due to below-average precipitation and above-
 2 average temperatures.³⁸ This drought left the region’s vegetation very dry and susceptible to ignition.

3 59. SCE was also aware that there was an extreme fire risk. In the days leading up to January
 4 7, the NWS warned that the Santa Ana winds could create critical fire weather. These public warnings
 5 emphasized the extreme risk of widespread, damaging winds that could lead to devastating fire weather
 6 conditions.



7 **Image 12: January 5, 2025, NWS Weather Risk Outlook Warns of Major and Extreme Risk.**

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 18 60. And SCE was aware that the Public Utilities Commission had designated the area where
 19 its electrical infrastructure was located a “High Fire Threat District” (“HFTD”).³⁹ The infrastructure is
 20 in an HFTD Tier 3 area, indicating “there is an extreme risk (including likelihood and potential impacts
 21 on people and property) from utility related wildfire.”⁴⁰

22
 23 61. SCE, a large and established electricity utility company, is aware of the extreme risks
 24

25 ³⁸ Kerber et al., *supra* note 5, at 71–72.

26 ³⁹ *Fire-Threat Maps & Fire-Safety Rulemaking*, Cal. Pub. Utils. Comm’n, <https://tinyurl.com/bdv62djf> (last visited Apr. 21, 2026).

27 ⁴⁰ *Id.*

1 posed by operating electrical infrastructure in high fire risk areas and conditions. Over the last ten years,
2 SCE has been responsible for numerous wildfires, including the Round Fire in 2015, the Rey Fire in
3 2016, the Thomas, Creek, and Rye fires in 2017, and the Woolsey Fire in 2018.⁴¹

4 62. Public Utilities Commission investigations into these and other fires caused by SCE
5 equipment have resulted in fines and citations for SCE's failure to comply with safety regulations and
6 requirements.⁴²

7 **3. SCE Failed to Safely Maintain and Operate Electric Infrastructure.**

8 63. SCE failed to properly inspect, maintain, repair, or operate the subject infrastructure.
9 Conditions at the ignition site indicate that SCE neglected to inspect, maintain, and repair
10 the electrical infrastructure in a high-risk fire area, did not remove a dangerous decommissioned
11 powerlines, and inadequately maintained the surrounding vegetation.



24 **Image 13: The Eaton Fire Burns a Utility Pole in Altadena (Photo Taken on January 8, 2025).**

25
26 ⁴¹ SCE 2023–25 WMP, *supra* note 33, at 46–48.

27 ⁴² CPUC Penalizes SCE for 2017–2018 Wildfires, Cal. Pub. Utils. Comm'n (Dec. 16, 2021),
28 <https://www.cpuc.ca.gov/news-and-updates/all-news/cpuc-penalizes-sce-for-2017-2018-wildfires>.

1 64. Regarding line inspection, maintenance, and repair, regulators reviewing SCE’s 2023–
2 2025 WMP expressed that SCE needed to “address overdue work orders faster” including those in High
3 Fire Risk Areas.⁴³

4 65. SCE’s 2023–2025 WMP demonstrates SCE’s maintenance backlog and a history of past
5 due work orders. As of December 31, 2022, SCE reported 7,837 past due work orders in high fire risk
6 areas; 67 percent of these work orders were more than 181 days old.⁴⁴ In a November 4, 2024, WMP
7 update, SCE confirmed that this backlog continued to grow since its initial WMP filing and that it only
8 strived to complete 70 percent of its backlog by December 2024.⁴⁵

9 66. SCE also told regulators it needed significant transmission line work and were authorized
10 to charge customers for this work but did not complete it before the Eaton fire. This work includes \$38.5
11 million in transmission maintenance, \$270 million for fixing illegally sagging lines, and \$9.2 million in
12 transmission line patrols.⁴⁶

13 67. SCE’s maintenance backlog and unutilized maintenance funds show that it was highly
14 likely that the subject electrical infrastructure that ignited the Eaton Fire was improperly inspected,
15 maintained, repaired, and otherwise operated which foreseeably led to the Eaton Fire’s ignition.

16 68. Moreover, SCE did not remove a decommissioned transmission line carried on the
17 M16T1 transmission tower at the ignition site. An investigation following the Eaton Fire indicates that
18 the decommissioned transmission line, idle since 1971, may have reenergized leading ignition.⁴⁷

19 69. Regulations required SCE to remove this idle line. And investigators inspecting the tower
20 after the fire observed an exposed thick metal wire extending from a leg of the tower with a frayed end
21

22 _____
23 ⁴³ Office of Energy Infrastructure Safety Decision, *supra* note 39, at 50.

24 ⁴⁴ SCEs 2023–25 WMP, *supra* note 33, at 330.

25 ⁴⁵ Southern California Edison, 2025 Wildfire Mitigation Plan Update 72–78 (Nov. 4, 2024),
<https://tinyurl.com/y8m87jfm>.

26 ⁴⁶ Melody Petersen, *Edison Neglected Maintenance of its Aging Transmission Lines Before the Jan. 7*
Fires. Now It’s Trying to Play Catch Up, L.A. Times (Dec. 17, 2025), <https://tinyurl.com/4h3pb9nr>.

27 ⁴⁷ Sacks, *supra* note 15.
28

1 “sticking out into scorched and blackened brush.”⁴⁸ The investigators also noted old power lines
2 “dangl[ing] off the structure” and dangerous “metal jumpers” connected directly to the M16T1 tower.⁴⁹

3 70. Finally, SCE did not properly inspect and maintain the vegetation surrounding the subject
4 electrical infrastructure. SCE’s 2023-2025 WMP demonstrates SCE’s vegetation management backlog
5 in high-fire risk areas and a history of failing to comply with requirements. As of December 31, 2022,
6 SCE reported 29,668 past due vegetation line clearing work orders in high fire risk areas; over 40 percent
7 of these past due work orders were more than 181 days old.⁵⁰

8 71. The blaze under the subject electrical equipment was able to grow into the Eaton Fire
9 because of the vegetation fuel surrounding that equipment. Given SCE’s historical backlog and pattern
10 of failing to remove vegetation, it is likely that improperly maintained vegetation exacerbated and fueled
11 the blaze that became the Eaton Fire.

12 **4. SCE Kept the Power On Despite Its Protocols for a Shut-Off.**

13 72. SCE did not deenergize the transmission lines that ignited the fire, despite winds
14 exceeding protocol thresholds near the electrical infrastructure and warnings about severe fire risk in
15 the area.

16 73. SCE maintains that its PSPS threshold for deenergizing is met when winds reach 60 to
17 80 mph. It claims it did not deenergize the subject electrical infrastructure on January 7, 2025, because
18 this threshold was not met. However, winds exceeding 60 mph were recorded at SCE weather stations
19 in Eaton Canyon and just above the infrastructure.

20 74. The subject electrical infrastructure is located between three weather stations: two are
21 operated by SCE—the Eaton Canyon Weather Station and the Henninger Flats Road Weather Station.
22 The third is the Henninger Flats Weather Station, a Remote Area Weather Station (“RAWS”) operated
23 by the NWS.

24
25 _____
26 ⁴⁸ *Id.*

27 ⁴⁹ *Id.*

28 ⁵⁰ SCE 2023–25 WMP, *supra* note 33, at 436.

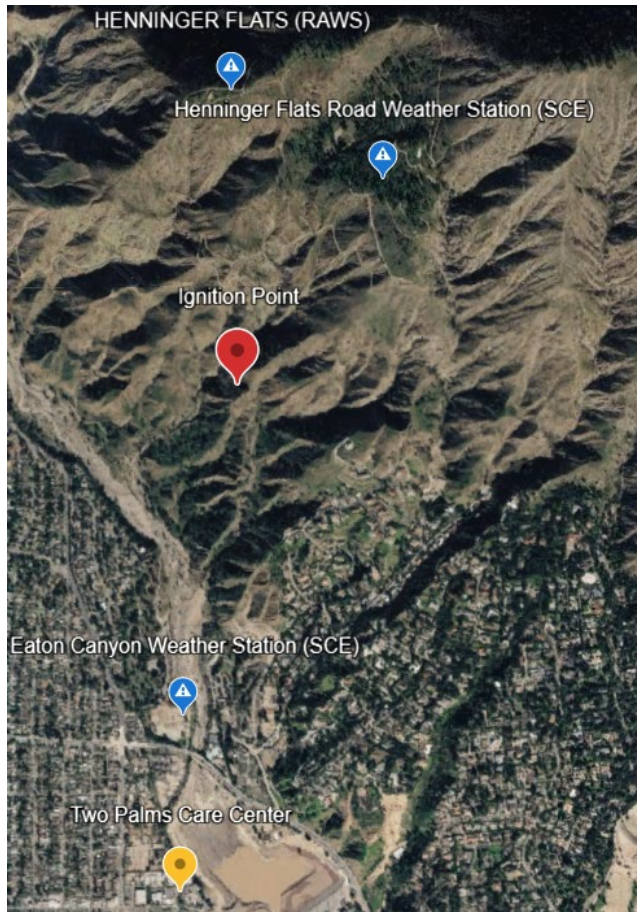


Image 14: Map of Weather Stations Surrounding the Ignition Site.

75. The Eaton Canyon Weather Station is located at the base of Eaton Canyon, approximately three-quarters of a mile from the subject electrical infrastructure at an elevation of 945 ft. On January 7, 2025, the Station recorded wind gusts reaching speeds of 62 mph at 8:40 a.m., 63 mph at 2:20 p.m., and 59 mph at 6:00 p.m., just before the fire ignited.⁵¹

76. The Henninger Flats RAWS sits approximately two-thirds of a mile above the subject infrastructure at 2,800 ft elevation. On January 7, 2025, wind gusts above 60 mph were routinely reported throughout the day reaching 79 mph at 7:58 a.m., and 65 mph at 1:58 p.m., 70 mph at 2:58 p.m. and 3:58 p.m., and 68 mph at 5:58 p.m.⁵²

⁵¹ Weather Conditions for SCE Eaton Canyon, CA, Nat'l Weather Serv., <https://www.weather.gov/wrh/timeseries?site=SE215&hours=24> (last visited Apr. 21, 2026).

⁵² Weather Conditions for Henninger Flats, CA, Nat'l Weather Serv., <https://www.weather.gov/wrh/timeseries?site=HNGC1&hours=72> (last visited Apr. 21, 2026).

1 77. SCE also had access to information from their Weather Station at Henning Flats Road,
2 just over a half mile from the subject infrastructure at approximately 2,600 ft.⁵³ While the wind records
3 from this station are not yet available, they likely showed SCE high winds consistent with the other two
4 nearby stations.

5 78. SCE ignored the conditions recorded at each of these weather stations and the extreme
6 fire conditions surrounding the subject electrical infrastructure. It also failed to follow its own PSPS
7 protocols and chose to leave the transmission lines in Eaton Canyon energized.

8 79. Had the subject transmission lines not been energized, they would not have been able to
9 arc and reenergize the decommissioned line.

10 80. SCE also did not block automatic reclosing devices on transmission lines after the WMP
11 protocol threshold was met on January 6 when the NWS issued a Red Flag Warning. Nor did it do so
12 when NWS elevated that warning to a PDS.

13 81. The same line that faulted, leading to the surge of power to the subject transmission lines
14 and the resulting ignition of the Eaton Fire, was “automatically” re-energized to test the line and
15 “determine if the fault had cleared.”⁵⁴ Put differently, the automatic reclosing devices worked as
16 expected and re-energized the transmission line because the devices were not shut off.

17 82. Again, had SCE followed its own protocols, SCE’s electrical infrastructure would not
18 have ignited the Eaton fire.

19 **D. The Eaton Fire Caused Catastrophic Damage to Two Palms**

20 83. The Eaton Fire caused catastrophic damage to Two Palms, rendering the facility a total
21 loss beyond repair. As a result, Two Palms suffered substantial property damage and significant
22 economic losses. These losses include, but are not limited to, the destruction of real and personal
23 property, interruption of business operations, loss of revenue and profits, and the incurrence of
24 extraordinary expenses necessary to address the aftermath of the Eaton Fire.

25
26 _____
27 ⁵³ Kerber et al., *supra* note 5, at 167.

28 ⁵⁴ Letter from SCE to CPUC, at 2 (Feb. 6, 2025) (“SCE Feb. 6 Letter”), <https://tinyurl.com/yj64cfjz>.

1 88. Defendants, individually and collectively, had a non-transferable, non-delegable general
2 duty to construct, maintain, and operate its transmission lines and infrastructure in a safe and effective
3 manner to prevent fires. These duties include, but are not limited to:

- 4 a. Applying a level of care commensurate with, and proportionate to, the inherent
5 dangers of constructing, maintaining, and operating electrical infrastructure in a
6 high fire risk area;
- 7 b. Properly constructing and maintaining its electrical infrastructure to avoid
8 starting and spreading a fire;
- 9 c. Taking reasonable precautions to avoid starting and spreading a fire;
- 10 d. Properly inspecting and maintaining the subject electrical infrastructure;
- 11 e. Maintaining the vegetation surrounding the subject electrical infrastructure to
12 prevent foreseeable contact with such equipment; and
- 13 f. Complying with its own protocols for de-energizing transmission lines and
14 blocking automatic reclosing devices during high fire-risk conditions.

15 89. Defendants at all times herein had a duty to properly design, construct, operate, maintain,
16 inspect, and manage its electrical equipment as well as trim trees and vegetation in compliance with all
17 relevant provisions and applicable orders, decisions, directions, rules, regulations, and statutes,
18 including those delineated by, but, not limited to, CPUC General Order 95, California Public Resources
19 Code section 4435, and CPUC General Order 165.

20 90. Defendants, individually and collectively, negligently breached these duties by, among
21 other things:

- 22 a. Failing to comply with the general, statutory, regulatory, and/or professional
23 standards of care;
- 24 b. Failing to conduct reasonably prompt, proper, and frequent inspections of the
25 electrical transmission lines, wires, and associated equipment;
- 26 c. Failing to properly design, construct, maintain, monitor, and operate its electrical
27 infrastructure in a safe and effective manner to avoid igniting and/or spreading a
28

1 fire during foreseeable and expected long, dry seasons;

2 d. Failing to properly maintain vegetation at a sufficient distance to avoid
3 foreseeable contact with the subject electrical infrastructure;

4 e. Failing to make the subject electrical infrastructure safe under all the exigencies
5 created by surrounding circumstances and conditions;

6 f. Failing to de-energize the subject energized transmission lines during high fire-
7 risk conditions before the fire's ignition;

8 g. Failing to de-energize the subject energized transmission lines after the fire's
9 ignition;

10 h. Failing to make safe the subject decommissioned transmission tower; and/or

11 i. Failing to conduct adequate, reasonably prompt, proper, effective, and/or
12 frequent inspections of the subject electrical infrastructure.

13 91. SCE's violations of the statutes and regulations set forth herein that were intended to
14 protect Two Palms constitute unreasonable and negligent conduct per se.

15 92. Two Palms was and is within the class of persons for whose protection CPUC General
16 Rule 95, Public Resources Code section 4435, and CPUC Order 164, were enacted, and Defendants are
17 liable for such damages in an amount according to proof at trial.

18 93. As a direct and legal result of Defendants' actions and omissions, Two Palms suffered
19 damage to real property, including the loss of vegetation, trees, and structures, and a loss of use, benefit,
20 goodwill, diminution in value, and/or enjoyment of such property in an amount according to proof at
21 trial.

22 94. As a further direct and legal result of Defendants' actions and/or omissions, Two Palms
23 suffered damage to and/or loss of personal property, including but not limited to items of particular
24 value to Two Palms, in an amount according to proof at trial.

25 95. As a further direct and legal result of Defendants' actions and/or omissions, Two Palms
26 suffered a loss of profits, increased expenses, and/or other consequential economic losses in an amount
27 according to proof at trial.

1 suffered damages to their real property including loss of use, interference with access, and/or diminution
2 in value and/or marketability in an amount according to proof at trial.

3 112. Two Palms has not received adequate compensation for the damage to and destruction
4 of its property. Thus, Defendants' actions and omissions constitute a taking without just compensation.

5 113. As a direct and legal result of Defendants' actions and omissions Two Palms has incurred
6 and will continue to incur costs, disbursements, and/or expenses including reasonable attorney,
7 appraisal, engineering, and/or other expert fees in amounts that cannot yet be ascertained, but which are
8 recoverable pursuant to Code of Civil Procedure section 1036.

9 **FOURTH CAUSE OF ACTION**

10 **Public Nuisance**

11 114. Two Palms incorporates all prior allegations.

12 115. At all relevant times, Two Palms owned, occupied, and controlled the property damaged
13 and destroyed by the Eaton Fire. Two Palms had a right to occupy, enjoy, and/or use its property without
14 Defendants' interference.

15 116. At all times relevant to this action, Defendants owed non-transferable, non-delegable
16 general, statutory, and regulatory duties to the public to conduct their business, in particular to construct,
17 maintain, and operate its transmission lines and infrastructure in a safe and effective manner to prevent
18 fires and in a manner that did not threaten harm or injury to the public welfare.

19 117. Defendants, by acting and/or failing to act, as alleged hereinabove, created a condition
20 that was harmful to the health of the public, including Two Palms, and created a fire hazard and other
21 potentially dangerous conditions to Two Palms' property, which interfered with the comfortable
22 occupancy, use, and/or enjoyment of Two Palms' property. This interference was both substantial and
23 unreasonable.

24 118. Two Palms did not consent, expressly or impliedly, to the wrongful conduct of
25 Defendants.

26 119. Defendants' wrongful conduct created and/or permitted to exist hazardous conditions
27 that affected the general public including Two Palms and constituted a public nuisance under California
28

1 Civil Code sections 3479 and 3480, and Public Resources Code sections 4170 and 4171.

2 120. The damaging effects of Defendants' wrongful conduct and resulting creation of fire
3 hazards and the resulting ignition of the Eaton Fire are ongoing and affect the public at large.

4 121. A reasonable, ordinary person would be reasonably annoyed or disturbed by the
5 conditions Defendants created and/or permitted to exist.

6 122. Defendants' conduct is unreasonable and the seriousness of the public harm, including
7 the harm to Two Palms, outweighs the social utility of that conduct.

8 123. Defendants' conduct, as set forth above, is not an isolated incident, but instead an
9 ongoing and repeated course of conduct that has led to other fires and similar public damage in the past.

10 124. Defendants' conduct is a direct and legal cause of the harm, injury, and/or damage to the
11 public, including Two Palms.

12 125. As a direct and legal result of the conduct of Defendants, Two Palms suffered harm that
13 is different from the type of harm suffered by the general public. Specifically, Two Palms has lost the
14 occupancy, possession, use, and/or enjoyment of its land, real, and/or personal property, including, but
15 not limited to: a reasonable and rational fear that the area is still dangerous; a diminution in the fair
16 market value of its property; an impairment of the ability to sell its property; soils that have become
17 hydrophobic; exposure to an array of toxic substances on their land; and economic losses.

18 126. Defendants' conduct, as set forth above, exposed every member of the public, residing
19 and/or owning property in the San Gabriel Valley, to a foreseeable danger of personal injury, death,
20 and/or loss of or destruction to real and personal property, and constitutes a public nuisance within the
21 meaning of California Civil Code sections 3479 and 3480, Public Resources Code sections 4170 and
22 4171, and Code of Civil Procedure section 731.

23 127. Under California Civil Code section 3493, Two Palms has standing to maintain an action
24 for public nuisance because the nuisance specially injured and/or was offensive to Two Palms,
25 unreasonably interferes with Two Palms' comfortable enjoyment of its property, unlawfully obstructed
26 Two Palms' use of its property, and caused Two Palms individualized harm, injury, and damages.

27 128. For these reasons, Two Palms seeks a permanent injunction ordering Defendants to stop
28

1 continued violation of the statutes and regulations governing electrical infrastructure. Two Palms also
2 seeks an order directing Defendants to abate the existing and continuing nuisance.

3 129. As alleged herein, Defendants acted willfully, wantonly, with oppression, fraud, malice,
4 and/or a knowing, conscious disregard for the rights and/or safety of others. Therefore, Two Palms
5 requests that the trier of fact award Two Palms additional damages pursuant to Code of Civil Procedure
6 section 3294 for the sake of example and sufficient to punish the Defendants for their despicable
7 conduct, in an amount reasonably related to Two Palms' actual damages and Defendants financial
8 condition, yet sufficiently large enough to be an example to others and to deter Defendants and others
9 from engaging in similar conduct in the future.

10 **FIFTH CAUSE OF ACTION**

11 **Private Nuisance**

12 130. Two Palms incorporates all prior allegations.

13 131. At all relevant times, Two Palms owned, occupied, and controlled the property damaged
14 and destroyed by the Eaton Fire. Two Palms had a right to occupy, enjoy, and/or use its property without
15 Defendants' interference.

16 132. Defendants' actions, conduct, and omissions directly and legally obstructed, invaded,
17 and/or interfered with Two Palms' free use and enjoyment of its property, resulting in unreasonable
18 harm and substantial actual damages, thereby constituting a nuisance pursuant to California Civil Code
19 sections 3479 and 3481.

20 133. As a direct and proximate result of Defendants' conduct, Two Palms sustained loss and
21 damage to its property.

22 134. As a further direct and proximate result of the conduct of Defendants, Two Palms seeks
23 the reasonable cost of repair or restoration of the property to its original condition and/or loss-of-use
24 damages, as allowed under California Civil Code section 3334.

25 **SIXTH CAUSE OF ACTION**

26 **Health and Safety Code Section 13007**

27 135. Two Palms incorporates all prior allegations.

1 catastrophic wildfire.” CPUC § 8386(a).

2 c. CPUC General Order number 165 requires SCE to perform a “detailed
3 inspection” of its overhead distribution lines in urban areas at least once every
4 five years and patrol inspections at least once every year. CPUC No. 165, at Table
5 1. A “detailed inspection” is “one where individual pieces of equipment and
6 structures are carefully examined, visually and through use of routine diagnostic
7 tests, as appropriate, . . . and the condition of each rated and recorded.” CPUC
8 Gen. Order 165.

9 d. CPUC General Order Number 95 that provides requirements regarding design
10 standards for electrical equipment, the reporting and resolution of safety hazards,
11 the removal of permanently abandoned lines; and the radial clearances between
12 lines and vegetation in high fire-threat areas CPUC Gen. Order 95.

13 e. Public Resources Code section 4292 and Health and Safety Code section 13001
14 which further set forth vegetation-management requirements.

15 142. Through their conduct as alleged herein, Defendants violated CPUC sections 451 and
16 8386(a); Public Utilities Commission General Order Numbers 95 and 165, Public Resources Code
17 section 4292, and Health and Safety Code section 13001. Therefore, pursuant to CPUC section 2106,
18 Defendants are liable for all losses, damages, or injuries sustained by Two Palms.

19 143. As a result of Defendants’ failure to comply with these state laws, regulations, and orders
20 of the Public Utilities Commission, Two Palms suffered harm, injury, and damages as set forth above.

21 144. As alleged herein, Defendants acted willfully, wantonly, with oppression, fraud, malice,
22 and/or a knowing, conscious disregard for the rights and/or safety of others. Therefore, Two Palms
23 requests that the trier of fact award Two Palms additional damages pursuant to Code of Civil Procedure
24 section 3294 for the sake of example and sufficient to punish the Defendants for their despicable
25 conduct, in an amount reasonably related to Two Palms’ actual damages and Defendants financial
26 condition, yet sufficiently large enough to be an example to others and to deter Defendants and others
27 from engaging in similar conduct in the future.

1 **PRAYER FOR RELIEF**

2 Wherefore, Two Palms prays for judgment against Defendants Southern California Edison
3 Company, Edison International, and Does 1 through 100, and each of them as follows:

4 **From all Defendants for Inverse Condemnation:**

- 5 a. Awarding damages for repair, depreciation, or replacement of damaged, destroyed, lost,
6 or uninhabitable personal and real property;
- 7 b. Awarding damages for the loss of the use, benefit, goodwill, and enjoyment of Two
8 Palms’ real and personal property;
- 9 c. Awarding damages for loss of revenue, profit, and/or earning capacity;
- 10 d. Awarding damages for all costs of suit, including attorneys’ fees, appraisal fees,
11 engineering fees, and related costs, pursuant to Code of Civil Procedure section 1036;
- 12 e. Awarding pre- and post-judgment interest at a market rate of interest, according to proof
13 at trial; and
- 14 f. For such other and further relief as the Court shall deem proper, all according to proof.

15 **From all Defendants for Negligence and Negligence Pro Se, Trespass by Fire, Public
16 Nuisance, Private Nuisance, Premises Liability, Violation of Health and Safety Code
section 13007, Private Action Under Public Utilities Code section 2106:**

- 17 a. Awarding damages for costs of repair, depreciation, diminution in value, and/or
18 replacement of damaged, destroyed, and/or lost personal, business and/or real property;
- 19 b. Awarding damages for loss of use, benefit, goodwill, and enjoyment of Two Palms’ real,
20 business, one-of-a-kind, unique and/or personal property, and/or alternative business
21 expenses;
- 22 c. Awarding damages for loss of revenue, profit, value, earning capacity, and/or business
23 profits or proceeds and/or any related displacement expenses;
- 24 d. Awarding treble or double damages for wrongful injuries to timber, trees, or underwood
25 on property as allowed under California Civil Code section 3346;
- 26 e. Awarding punitive/exemplary damages as allowed by law;
- 27

- 1 f. Awarding Attorney's fees, expert fees, consultant fees, and litigation costs and expense,
2 as allowed under Code of Civil Procedure section 1021.9;
- 3 g. Awarding all costs of suit;
- 4 h. Awarding pre- and post-judgment interest at a market rate of interest, according to proof
5 at trial;
- 6 i. Awarding damages for loss of quiet enjoyment of property;
- 7 j. Awarding declaratory and injunctive relief as permitted by law or equity ordering
8 Defendants to abate the existing and continuing nuisance they created; and
- 9 k. For such other and further relief as the Court shall deem proper, all according to proof.

10 **JURY TRIAL DEMANDED**

11 Two Palms demands a jury trial on all causes of action and claims for which a jury trial is
12 available under the law.

13 Respectfully submitted,

14 **ZIMMERMAN REED LLP**

15 Date: May 1, 2026

16 By: /s/ Caleb L.H. Marker

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**Pro Hac Vice forthcoming.*