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

17 MICHEAL RICHARD KREINER; and THE
18 KREINER FAMILY TRUST (of FEBRUARY
22, 2023),

19 Plaintiffs,

20 v.

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

25 Defendants.

Case No.:

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

26
27 Through this Complaint, Plaintiffs bring the following lawsuit against Defendants SOUTHERN
28 CALIFORNIA EDISON COMPANY, EDISON INTERNATIONAL, and DOES 1-200:

1 I.

2 INTRODUCTION

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



18 **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 3. The Eaton Fire is currently ongoing and spreading rapidly. As of January 13, 2025, the

1 Eaton Fire has already burned approximately 14,117 acres, threatened over 39,428 structures, destroyed
2 at least 1,902 structures, damaged at least 258 structures, killed at least eleven (11) civilians, injured at
3 least five (5) firefighters, is only 33% contained, and is catastrophically impacting the local community.

4 4. Plaintiffs are among the individuals and entities harmed by the Eaton Fire, which damaged
5 or destroyed their personal property at the residence Plaintiff Michael Kreiner rented, forcing him to
6 evacuate, and significantly disrupting his life.



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

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

4 II.

5 JURISDICTION AND VENUE

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

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

16 III.

17 PARTIES

18 A. Plaintiffs

19 8. Plaintiffs are individuals and entities impacted by the Eaton Fire, including renters,
20 located in Los Angeles County, California.

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

25 B. Defendants

26 10. Defendant SOUTHERN CALIFORNIA EDISON COMPANY is a California
27 corporation authorized to do, and doing, business in California, with its headquarters in Rosemead,
28 California in Los Angeles County. SOUTHERN CALIFORNIA EDISON COMPANY provides utility

1 services, including electrical services, to members of the public in California, including in Los Angeles
2 County. SOUTHERN CALIFORNIA EDISON COMPANY is a subsidiary or other entity wholly
3 controlled by EDISON INTERNATIONAL. SOUTHERN CALIFORNIA EDISON COMPANY is one
4 of the largest combination natural gas and electric utilities in the United States.

5 11. Defendant EDISON INTERNATIONAL is a California corporation authorized to do,
6 and doing, business in California, with its headquarters in Rosemead, California in Los Angeles
7 County. EDISON INTERNATIONAL provides utility services, including electrical services, to
8 members of the public in California, including those in Los Angeles County through its agents and
9 subsidiaries, including SOUTHERN CALIFORNIA EDISON COMPANY.

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

19 13. Edison is in the business of providing electricity to the residents of, among other places,
20 Los Angeles County through a utility infrastructure, including a network of electrical transmission and
21 distribution lines. Edison is a "public utility" under Public Utilities Code sections 216(a)(1) and 218(a).

22 14. The true names and capacities of defendants Does 1 through 200 are currently unknown
23 to Plaintiffs who, therefore, sue these defendants under these fictitious names pursuant to Code of Civil
24 Procedure section 474. These defendants are each directly and/or vicariously responsible, in some
25 manner, for the harms alleged herein. If/when Plaintiffs learn these defendants' true names and
26 capacities, Plaintiffs will seek leave to amend this pleading accordingly.

27 15. "Defendants" refers collectively to Edison and Does 1 through 200.

28 16. At all times relevant to this pleading, Defendants, and/or each of them: were the agents,

1 servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each of the
2 other Defendants; were operating within the purpose and scope of said agency, service, employment,
3 partnership, enterprise, conspiracy, and/or joint venture; and ratified and approved the acts of each
4 other. Each of Defendants aided and abetted, encouraged, and rendered substantial assistance to the
5 other Defendants in breaching their obligations and duties to Plaintiffs. In taking action to aid and abet
6 and substantially assist the commission of these wrongful acts and other wrongdoings, each of
7 Defendants acted with an awareness of his/her/its primary wrongdoing and realized that his/her/its
8 conduct would substantially assist the accomplishment of the wrongful conduct, wrongful goals, and
9 wrongdoing.

10 IV.

11 FACTS

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

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

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

22 20. The Eaton Fire is currently ongoing and spreading rapidly. As of January 10, 2025, the
23 Eaton Fire has already burned approximately 13,690 acres, threatened over 39,428 structures, destroyed
24 at least 5,000 structures, damaged at least 84 structures, killed at least five (5) civilians, injured at least
25 five (5) firefighters, is only 3% contained, and is catastrophically impacting the local community.

26 21. Plaintiffs are informed and believe that the Eaton Fire occurred because: (1) Edison's
27 utility infrastructure was intended, designed, and constructed to pass electricity through exposed
28 powerlines in dry, vegetated areas; (2) Edison negligently, recklessly, and willfully failed to prudently

1 and safely inspect, maintain, and operate the electrical equipment in its utility infrastructure (including
2 failing to de-energize its powerlines in times of high fire risk); and/or (3) Edison negligently,
3 recklessly, and willfully failed to maintain the appropriate clearances for its electrical equipment and
4 utility infrastructure.

5 22. The conditions and circumstances surrounding the ignition of the Eaton Fire, including
6 the nature and condition of Edison’s electrical infrastructure, low humidity, strong winds, and tinder-
7 like dry vegetation were foreseeable by any reasonably prudent person and, therefore, were certainly
8 foreseeable to Defendants—those with special knowledge and expertise as electrical services providers
9 and their employees and agents. In fact, prior to the Eaton Fire, Edison identified the Eaton Canyon
10 area as an extreme risk area, where topography, historical fires, and local fuel conditions put it at higher
11 danger.

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

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

25 25. This was not the first fire of this type caused by Edison. Southern California Edison
26 Company’s equipment was involved in the ignition of the Rey Fire in 2016. Southern California Edison
27 Company’s equipment was involved in the ignition of the Thomas Fire in 2017. The following year, in
28 2018, Southern California Edison Company’s equipment was involved in the ignition of the Woolsey

1 Fire. In 2019, Southern California Edison Company's equipment was involved in the ignition of the
2 Easy fire. Edison started the Silverado Fire in 2020, which burned over 13,000 acres and critically
3 injured two firefighters, caused more than 90,000 people to evacuate, and destroyed five structures.
4 And in 2022, Edison started the Fairview Fire, which also started in Los Angeles County and burned
5 over 28,307 acres, destroyed 36 structures, damaged eight structures, and caused multiple injuries and
6 at least two deaths. Unfortunately, rather than reform its practices, Edison once again elected to put
7 profits over public safety, transmitting high voltage electric power through exposed, uninsulated
8 conductors in known high fire risk areas during forecasted high wind conditions.

9 **V.**

10 **CAUSES OF ACTION**

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

12 **(Against All Defendants)**

13 26. All previous paragraphs are incorporated into this cause of action.

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

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

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

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

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

28 32. Plaintiffs have not been adequately compensated, if at all, for this taking.

1 **THIRD CAUSE OF ACTION - NUISANCE**

2 **(Against All Defendants)**

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

4 43. 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 44. Defendants' actions and inactions created a condition and/or permitted a condition to
7 exist that: was harmful to health; offensive to the senses; obstructed and interfered with Plaintiffs'
8 comfortable enjoyment of life and property; unlawfully obstructed the free passage or use, in the
9 customary manner, of public streets and highways; and created a completely predictable fire hazard.

10 45. These conditions interfered with Plaintiffs' quiet enjoyment of their properties in a way
11 unique to each Plaintiff.

12 46. These conditions also affected a substantial number of people at the same time.

13 47. At no time did Plaintiffs consent to Defendants' actions and inactions in creating these
14 conditions.

15 48. An ordinary person would be reasonably annoyed and disturbed by Defendants' actions
16 and inactions in creating these conditions.

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

24 50. The seriousness of the harm Defendants have caused Plaintiffs outweighs any public
25 benefit that Defendants may provide.

26 51. 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
28 disregard was a substantial factor in bringing about the Eaton Fire. This is despicable and oppressive

1 conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter
2 such conduct in the future.

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

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

5 52. All previous paragraphs are incorporated into this cause of action.

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

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

13 55. Defendants failed to furnish and maintain such adequate, efficient, just, and reasonable
14 service, instrumentalities, equipment, and facilities as are necessary to promote the safety, health,
15 comfort, and convenience of Edison patrons and the public, as required by Public Utilities Code section
16 451.

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

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

26 58. Defendants similarly failed to comply with its own wildfire mitigation plan, which it
27 filed with the CPUC as part of its reporting obligations under Public Utilities Commission General
28 Order 166.

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

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

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

14 **(Against all Defendants)**

15 61. All previous paragraphs are incorporated into this cause of action.

16 62. Defendants negligently, recklessly, and/or in violation of law, allowed the Eaton Fire to
17 be set and allowed the Eaton Fire to escape to Plaintiffs' properties.

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

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

1 such conduct in the future.

2 **SIXTH CAUSE OF ACTION - NEGLIGENCE**

3 **(Against All Defendants)**

4 65. All previous paragraphs, except those falling under Plaintiffs' cause of action for inverse
5 condemnation, are incorporated into this cause of action.

6 66. Defendants each have special knowledge and expertise far beyond that of a layperson
7 with regard to the safe design, engineering, construction, use, operation, inspection, repair, and
8 maintenance of Edison's electrical lines, infrastructure, equipment, and vegetation management efforts.
9 The provision of electrical services involves a peculiar and inherent danger and risk of wildfires.

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

18 68. Defendants each breached these duties by, among other things:

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

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- 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
4 to avoid fire ignition.

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

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

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

20 VI.

21 PRAYER FOR RELIEF

22 72. Plaintiffs seek the following damages in an amount according to proof at the time of
23 trial:

24 **Inverse Condemnation:**

- 25 (1) Repair, depreciation, and/or the replacement of damaged, destroyed, and/or
26 lost personal and/or real property;
27 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
28 personal property;

- 1 (3) Loss of wages, earning capacity and/or business profits and/or any related
2 displacement expenses;
- 3 (4) Prejudgment interest from January 7, 2025;
- 4 (5) Pursuant to Code of Civil Procedure, section 1036 and all other applicable
5 laws, all reasonable costs, disbursements, and expenses, including
6 reasonable attorney, appraisal, and engineering fees, actually incurred
7 because of this proceeding in the trial court and/or in any appellate
8 proceeding in which Plaintiffs prevails on any issue; and
- 9 (6) Such other and further relief as the Court shall deem proper, all according to
10 proof.

11 **All Other Claims:**

- 12 (1) General and/or special damages determined on an individual basis according
13 to proof;
- 14 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
15 personal property;
- 16 (3) Loss of wages, earning capacity, goodwill, and/or business profits or
17 proceeds and/or any related displacement expenses;
- 18 (4) Evacuation expenses and alternate living expenses;
- 19 (5) Erosion damage to real property;
- 20 (6) Past and future medical expenses and incidental expenses;
- 21 (7) Damages for personal injury, emotional distress, fear, annoyance,
22 disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of
23 property;
- 24 (8) Attorneys' fees, expert fees, consultant fees, and litigation costs and
25 expense, as allowed under Code of Civil Procedure section 1021.9 and all
26 other applicable law;
- 27 (9) Prejudgment interest from January 7, 2025;

28 ///

1 (10) For punitive and exemplary damages against Edison in an amount sufficient
2 to punish Defendants' conduct and deter similar conduct in the future, as
3 allowed under Public Utilities Code section 2106 and all other applicable
4 law; and

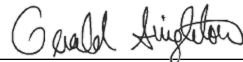
5 (11) Any and all other and further such relief as the Court shall deem proper, all
6 according to proof.

7 **VII.**
8 **JURY TRIAL DEMAND**

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

11
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13 Dated: January 13, 2025

SINGLETON SCHRIBER, LLP

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

17 Attorneys for Plaintiffs
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