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By G. Cordon, Deputy Clerk

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

14 ELIZABETH CISNEROS, an individual;  
15 and HIPOLITO CISNEROS, an individual

16 Plaintiffs,

17 vs.

18 SOUTHERN CALIFORNIA EDISON  
19 COMPANY; EDISON  
20 INTERNATIONAL; AND DOES 1  
THROUGH 100, INCLUSIVE,

21 Defendants.

Case No.: **25STCV00839**

**COMPLAINT FOR:**

1. **NEGLIGENCE**
2. **NEGLIGENCE PER SE**
3. **INVERSE CONDEMNATION**
4. **TRESPASS**
5. **PRIVATE NUISANCE**
6. **PUBLIC NUISANCE**
7. **PREMISES LIABILITY**
8. **VIOLATIONS OF PUBLIC UTILITY  
CODE § 2106**
9. **VIOLATION OF HEALTH &  
SAFETY CODE § 13007**
10. **VIOLATIONS OF BUSINESS &  
PROFESSIONS CODE §§ 17200 *ET  
SEQ.***

**JURY TRIAL DEMANDED**

1 PLAINTIFFS ELIZABETH AND HIPOLITO CISNEROS bring this action against  
2 Defendants SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”), EDISON  
3 INTERNATIONAL (“EDISON”) and DOES 1-100, (collectively, the “SCE  
4 DEFENDANTS”) as follows:

5 **INTRODUCTION AND BRIEF STATEMENT OF CASE**

6 1. This action arises out of the devastating fire which racked the small, tightly knit  
7 community of Altadena, an unincorporated neighborhood of Los Angeles County bordering  
8 on Pasadena. Known colloquially and herein as the “Eaton Fire,” it has as of the date of this  
9 filing consumed over 14,000 acres and destroyed thousands of homes and businesses, and  
10 taken at least eleven lives, and counting.

11 2. The Eaton Fire began on Tuesday, January 7, 2025, in or around the 6:00pm  
12 hour. According to witness accounts as well as accompanying photos and video across a wide  
13 variety of social media platforms - and therefore alleged herein on information and belief -  
14 the fire began at a Southern California Edison electrical tower located in the Eaton Canyon,  
15 on the eastern end of Altadena.



26 3. Within two hours, it had grown to over 200 acres, and evacuations were  
27 beginning. The fire quickly made its way into neighborhoods and leapt from house to house,  
28 street to street, and canyon to canyon, carried westward by the powerful Santa Ana winds.

1           4.       As people fled for their lives, the fire burned through four miles of Altadena  
2 neighborhoods before it arrived, sometime after midnight, at Devirian Place, just east of  
3 Lincoln Avenue, and to the home of HIPOLITO and ELIZABETH CISNEROS. Soon,  
4 HIPOLITO was frantically helping his neighbors, trying to put out their fires using any means  
5 at hand, while ELIZABETH packed all she could into a car and fled the area with her  
6 children. HIPOLITO followed soon after, just after 3:00am in the morning of Wednesday,  
7 January 8.

8           5.       About eleven hours later, after the fire had moved on to other areas,  
9 ELIZABETH and HIPOLITO returned to their neighborhood to check on their home of  
10 27 years, hoping and praying it had been spared. But as they turned round the last corner, all  
11 they could see was blackened earth, destroyed cars, and hills of smoking rubble. Their house  
12 was gone.



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23           6.       As set forth more fully below and as Plaintiffs will show at trial, the Eaton fire  
24 and its devastating aftermath was caused by and/or exacerbated by the SCE DEFENDANTS'  
25 negligence and indifference. The SCE DEFENDANTS failed to maintain the electrical  
26 facilities in their charge in a safe manner, and - despite the known dangerous conditions -  
27 failed to take effective preventative measures to minimize the risk to the CISNEROS family,  
28 and to the broader community of Altadena.

1               7. The SCE DEFENDANTS' failures which brought about the Eaton Fire are part  
2 of a long history of identical or nearly identical failures. The SCE DEFENDANTS have a  
3 duty to properly construct, maintain, and operate their electrical infrastructure, and yet time  
4 and again fail to do so. Given the history of failures, it is reasonable to conclude that the SCE  
5 DEFENDANTS are simply indifferent to the massive, life-shattering, community-destroying  
6 damage they cause.

7               8. Had Defendants acted responsibly, this disaster could have been prevented.  
8 Instead, because of Defendants' failures, the Cisneros family lost a house, a business a lifetime  
9 of memories, two cars, and their peace of mind. They were left with scorched ground and  
10 emotional distress.

11              9. Put simply, ELIZABETH and HIPOLITO were damaged. They were  
12 damaged by the destruction of their real property; the destruction of their personal property;  
13 the loss of their business; the loss of income; and emotional distress. They are entitled to  
14 compensation for all of it, as well as to exemplary damages.

### JURISDICTION AND VENUE

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

20              11. Venue is proper pursuant to Code of Civil Procedure § 395.5, because, among  
21 other things, the County of Los Angeles is the county where Defendants' obligation arises,  
22 where the breach of their duties occurred, and where Plaintiffs suffered their damage.

### PARTIES

23              12. Plaintiff ELIZABETH CISNEROS is and at all relevant times was a resident of  
24 the County of Los Angeles. Along with her husband, HIPOLITO, she owns the property  
25 located at 417 Devirian Place, in Altadena California, 91001.

26              13. Plaintiff HIPOLITO CISNEROS is and at all relevant times was a resident of  
27 the County of Los Angeles. Along with his wife, ELIZABETH, he owns the property located  
28 at 417 Devirian Place, in Altadena California, 91001.

1           14. Defendant SOUTHERN CALIFORNIA EDISON COMPANY is and at all  
2 relevant times was a corporation authorized to and actually doing business in the State of  
3 California, with its principal place of business in the County of Los Angeles. SCE is both a  
4 “Public Utility” and an “Electrical Corporation” pursuant to Public Utilities Code §§ 216 and  
5 218. SCE provides electricity to the public in several Southern California counties, delivered  
6 through overhead power lines constructed, built, maintained, and operated by SCE.  
7 Consistent with this service, Plaintiffs are informed and believe and on that basis allege that  
8 SCE is also responsible for maintaining the vegetation near, around, and in the proximity of  
9 their structures, pursuant to state and federal regulations.

10           15. As a privately owned public utility, SCE enjoys and profits from a state-  
11 sponsored monopoly - or at least a quasi-monopoly - guaranteed and safeguarded by the  
12 California Public Utilities Commission, which has the power to refuse to issue certificates of  
13 public convenience and necessity to permit potential competition to enter the market. The  
14 policy justifications underlying inverse condemnation liability are that individual property  
15 owners should not have to contribute disproportionately to the risks from public  
16 improvements made to benefit the community as a whole. Under the rules and regulations of  
17 the Public Utilities Commission, amounts that SCE must pay in inverse condemnation can be  
18 included in their rates and spread among the entire group of rate payers – so long as they are  
19 otherwise acting as a reasonable and prudent manager of their electrical distribution systems.

20           16. Defendant EDISON INTERNATIONAL is and at all relevant times was a  
21 publicly traded holding company with its headquarters and principal place of business located  
22 in Rosemead, California. On information and belief, it is the parent company of co-Defendant  
23 SCE. EDISON - with and through its subsidiaries - provides customers with public utility  
24 services, including but not limited to the generation and transmission of electricity.

25           17. Plaintiffs are informed and believes and on that basis allege that Defendants are  
26 maintain at least \$1 billion in wildfire insurance.

27           18. Plaintiffs are further informed and believe and on that basis allege that SCE and  
28 EDISON are jointly and severally liable for each other’s wrongful acts and/or omissions, as  
stated herein, based on - among other things - the following:

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- a. SCE and EDISON operate as a single business enterprise, out of the same building and the same offices;
- b. SCE and EDISON do not operate as separate entities, but rather integrate their resources in order to achieve a common business purpose;
- c. SCE is so organized and controlled, and its decisions, affairs, and business so conducted as to make it a mere instrumentality, agent, conduit, or adjunct of EDISON;
- d. SCE’s income derives from function integration, centralization of management, and economics of scale with EDISON;
- e. SCE and EDISON’s officers and management are so intertwined they cannot reasonably be said to act independently of one another;
- f. EDISON has control and authority to choose and appoint SCE’s board members, as well as other top officers and managers; and
- g. SCE and EDISON are insured by the same carriers; are represented by the same counsel; provide uniformly similar benefits to their employees, have unified 401(k), pension, investment, and other plans; have unified policies and practices; and file consolidated reports with government entities.

19. The true names and capacities of the Defendants designated as DOES 1-100, whether individual, corporate, associate, or otherwise, are presently unknown to Plaintiffs, who sue these Defendants under fictitious names pursuant to Code of Civil Procedure § 474.

20. Each of the fictitiously-named Defendants is responsible in some manner for the conduct alleged herein, including but not limited to by way of aiding, abetting, furnishing the means for and/or acting in capacities that create agency, respondeat superior, and/or predecessor or successor-in-interest relationships with the SCE DEFENDANTS and/or one another, and each of them.

21. Plaintiffs may amend or seek to amend this Complaint to allege the true names, capacities, and responsibility of these Doe Defendants once they are ascertained, and to add



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additional facts and/or legal theories based on such discovery and amendment. Plaintiffs make all allegations contained herein against all Defendants, including Does 1-100.

**COMMON FACTUAL ALLEGATIONS**

***The Growth of the Eaton Fire***

22. On January 6, 2025, the National Weather Service Los Angeles placed both Los Angeles and Oxnard areas under a red flag warning. The agency posted on social media that “[s]trong winds are coming,” and warns of the “particularly dangerous situation” as it is ripe for fire weather. Damaging winds of 50 to 80 mph were expected across the region, with some areas predicted to see 80 to 100 mph winds.

23. The next day - Tuesday, January 7, 2025 - the winds began blowing with increasing intensity. Then, around 6:00pm, a fire ignited at the base of a tower in the Eaton Canyon, which Plaintiffs are informed and believe and on that basis allege belongs to the SCE DEFENDANTS. Plaintiffs are further informed and believe and on that basis allege that the cause of the fire were sparks emanating from the towers and the power lines and other equipment attached thereto.



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24. By 6:18pm, firefighters were dispatched to the area and attempt to fight the blaze.



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25. The fire spread quickly, and by 8:00pm evacuations of the area began, as reflected in Angeles National Forest social media post at 8:12pm. By 9:00, the fire had grown to 400 acres and the scope of the evacuation grows.

26. Simultaneously, the wind increased, pushing the fire on a destructive path westward, into Altadena, roughly following a path along Altadena Drive and Mendocino Drive. As it expands, so too do the evacuation orders.

*The Destruction of the Cisneros' Home*

27. By around midnight, the fire reached the streets around Plaintiffs' home, where they have lived for 27 years and where they raised their three children. As ELIZABETH tries to save some mementos of their lives in their home, HIPOLITO joins his neighbors in trying to put out fires on neighbors properties. As they had no water, they were forced to use dirt to try to contain the burn, but could not. By 3:25 in the morning of Wednesday, January 8, ELIZABETH and HIPOLITO had fled their home.

28. The fire burned through the night, destroying thousands of buildings, cars, and trees, claiming several lives, and expanding to over 1,000 acres. But by midday, the fire in

1 Plaintiffs’ neighborhood appeared to have abated, so HIPOLITO and ELIZABETH made  
2 their way up towards their home. Of course they hoped to have been spared the worst, but as  
3 they drove onto their street, they could tell their home was gone – along with their trees, two  
4 cars, the inventory from their woodworking business, and everything they had left in their  
5 house as they fled.



19 *The Damage of the Eaton Fire Continues*

20 29. The full extent of the fire has not yet been quantified. As of the filing of this  
21 Complaint, the Eaton Fire continues to burn. Thousands of cars, trees, and buildings have  
22 burned, along with irreplaceable heirlooms and pre-cell-phone pictures. Schools and colleges  
23 have been destroyed or are closed.

24 30. The Eaton Fire has also created unsafe air conditions throughout the Pasadena  
25 and Glendale areas.

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27 31. Along with the immediate path of destruction, the Eaton Fire will continue to  
28 have cascading effects due to the loss of businesses and employment opportunities, the loss of  
places of worship, restaurants, clubs, and other places which facilitate community cohesion.

1 The entire displaced community has incurred and will continue to incur losses due to simply  
2 needing to put a roof over their head on a nightly basis. All these effects and others are ongoing  
3 and will continue for an unknown duration of time.

4 *The Damage to Plaintiffs Was Foreseeable*

5 32. At all relevant times, the SCE DEFENDANTS, and each of them, had a non-  
6 delegable, non-transferrable duty to properly construct, inspect, maintain, repair, manage,  
7 and/or operate their electrical power lines, utility poles, and related equipment and structures,  
8 and to keep vegetation and trees trimmed and at a safe distance so as to prevent foreseeable  
9 contact with the electrical equipment. In doing so, the SCE DEFENDANTS, and each of  
10 them, were obliged to comply with state and federal statutes and regulations, including but not  
11 limited to the California Public Utilities Commission's General Order 95, which requires  
12 (among other things) that the SCE DEFENDANTS' ensure their power lines and poles can  
13 withstand winds of up to 92 mph in extreme fire areas.

14 33. On January 7, 2025, the Eaton Canyon was an extreme fire area.

15 34. The SCE DEFENDANTS must also follow the standards set forth in Public  
16 Resources Code §§ 4292 and 4293. On information and belief, the SCE DEFENDANTS,  
17 and each of them, failed to follow those code provisions.

18 35. The SCE DEFENDANTS must also follow the standards set forth in CPUC  
19 General Order 165 . On information and belief, the SCE DEFENDANTS, and each of them,  
20 failed to do so.

21 36. The SCE DEFENDANTS, and each of them, knew the dangers if they failed  
22 to follow the provisions and orders set forth above, as their failures have been a recurring  
23 problem for approximately 20 years, including but not limited to its failures with respect to the  
24 2007 Malibu Canyon fire, the windstorm of 2011, studies ordered by the CPUC in 2013 and  
25 2015, the 2017 Thomas Fire, and the 2018 Woolsey Fire. All these incidents and documents,  
26 both individually and collectively, put SCE on notice that it needed to strictly adhere to its  
27 obligations in order to prevent a loss of life.

28 37. Thus, based on its own history, Defendants knew of their duty, and also knew  
the probable consequences of failing to do their duty.

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38. Defendants also knew to expect strong gusting winds on January 7, 2025. Not only are the Santa Ana winds foreseeable, but as stated herein, the National Weather Service Los Angeles placed both Los Angeles and Oxnard areas under a red flag warning as of January 6, 2025, and posted on social media that “[s]trong winds are coming,” and of a “particularly dangerous situation.”

39. On information and belief, Defendants, and each of them, failed to take the steps a reasonable entity would have taken in order to operate safely and to guard against outcomes like the Eaton Fire. The CPUC has authorized SCE and other utilities to temporarily shut down power grids in high fire threat areas, and among other things, Defendants failed to cut power to the lines and structures in Eaton Canyon, which Plaintiffs are informed and believe both caused and exacerbated the fire.

**FIRST CAUSE OF ACTION**

**NEGLIGENCE**

*(By All Plaintiffs Against All Defendants)*

40. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1-39 as though fully set forth herein.

41. Defendants have and had a non-delegable, non-transferrable duty to apply a level of care commensurate with and proportional to the danger of designing, constructing, operating, and maintaining electrical infrastructure, as stated above.

42. Defendants have and had a non-delegable, non-transferrable duty of vigilant oversight in the designing, constructing, operating, and maintaining electrical infrastructure appropriate to the geographical and weather conditions.

43. Defendants have and had special knowledge and expertise far above that of a layperson regarding the requirements to design, construct, operate, and maintain electrical infrastructure, as well as the necessary steps to accomplish those goals within the requirements.

44. Plaintiffs are informed and believe and on that basis allege that Defendants have negligently breached those duties by, among other things, failing to maintain their facilities and

1 infrastructure in Eaton Canyon, and failing to de-energize that infrastructure appropriately,  
2 and failing to properly hire, train, and supervise employees who could take such steps.

3 45. The Eaton Fire was the direct, legal, and proximate result of Defendants'  
4 negligence. As a direct, proximate, an legal result of said negligence, Plaintiffs suffered damage  
5 as alleged herein.

6 46. At all times mentioned herein, Defendants knew their failures as stated herein  
7 were likely to pose a risk of catastrophic property damage, economic loss, personal injury,  
8 and/or death to the general public, including Plaintiffs.

9 47. The property damage and economic losses caused by the Eaton Fire is the result  
10 of the ongoing custom and practice of Defendants to consciously disregard statutes,  
11 regulations, orders, past experiences, and the safety of the public.

12 48. Defendants' actions did in fact result in damages to Plaintiffs, and each of them.

13 49. Defendants' failure to abide by their duty was a substantial factor in causing  
14 Plaintiff's damages.

15 50. Defendants were in a special relationship with Plaintiffs, in that as the sole  
16 supplier of electrical power to Plaintiffs, the operation of Defendants' infrastructure was  
17 intended to and did directly affect Plaintiffs. As a result, it was foreseeable that a wildfire would  
18 destroy personal and real property, force residents to flee, and destroy and/or hamper local  
19 businesses.

20 51. The conduct alleged herein was willful, wanton, despicable and subjected  
21 Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting  
22 oppression, for which Defendants - and each of them - should be punished through the use  
23 of exemplary or punitive damages in an amount according to proof. Defendants - and each  
24 of them - acted intentionally and with knowledge that their actions would likely cause harm,  
and/or consciously disregarded the risks that their actions may cause others.

25 **SECOND CAUSE OF ACTION**

26 **NEGLIGENCE PER SE**

27 **(Against All Defendants)**



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52. Plaintiffs incorporates and re-alleges each paragraph above as though set forth herein.

53. Defendants had a duty to properly design, construct, operate, maintain, inspect, and manage its electrical infrastructure and trim trees and vegetation in compliance with all provisions of orders, decisions, directions, rules or statutes, including those delineated by, but not limited to, Public Utilities Commission General Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code Section 4435, and Public Utilities Commission General Order 165.

54. Violating a legislative enactment or administrative regulation which defines a minimum standard of conduct is unreasonable per se.

55. Defendants violated the above by, but not limited to:

- i. failing to timely and properly maintain, manage, inspect, and/or monitor the power lines, electrical equipment, and/or adjacent vegetation;
- ii. failing to properly cut, trim, prune, and/or otherwise keep vegetation at a sufficient distance to avoid foreseeable contact with power lines;
- iii. failing to trim and/or prune vegetation to avoid creation of a safety hazard within close proximity of the power lines;
- iv. failing to make the overhead lines safe under all the exigencies created by surrounding circumstances and conditions;
- v. failing to conduct adequate, reasonably prompt, proper, effective, and/or frequent inspections of the electrical transmission lines, wires, and/or associated equipment;
- vi. failing to design, construct, monitor, and/or maintain high voltage electrical transmission, and/or distribution power lines so it avoids the potential to ignite a fire during long, dry seasons by allowing vegetation to grow in an unsafe manner;



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- vii. failing to install the equipment necessary and/or to inspect and repair the equipment installed, to prevent electrical transmission and distribution lines from improperly sagging, operating, and/or contacting other metal wires placed on its poles and igniting fires;
- viii. failing to keep equipment in a safe condition and/or manage equipment to prevent fire;
- ix. failing to de-energize power lines during fire prone conditions;
- x. failing to de-energize power lines after the fire's ignition;
- xi. failing to reprogram reclosers to prevent electrical impulses from traveling in/through downed or damaged power poles, lines and other electrical equipment; and/or
- xii. failing to properly train and to supervise employees and agents responsible for maintenance and inspection of the distribution lines and/or vegetation areas nearby these lines.

56. Violating General Order 95, including, but not limited to, Rules 31.2 and 38, Public Resources Code section 4435, and Public Utilities Commission General Order 165 by the Defendants proximately and substantially caused the destruction, damage and injury to Plaintiffs.

57. Plaintiff were and are within the class of persons for whose protection General Order 95, including but not limited to Rules 31.2, and 38, Public Resources Code section 4435 and Public Utilities Commission Order 165 were adopted.

58. Defendants are liable to Plaintiffs for all loss, damages and injury caused by and resulting from Defendants' violation of General Order 95, including, but not limited to Rules 31.2 and 38, Public Resources Code Section 4435, and Public Utilities Commission General Order 165 as alleged herein according to proof.

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59. Further, the conduct alleged against Defendants was despicable and subjected Plaintiff to cruel and unjust hardship in conscious disregard of his rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount according to proof. Defendants’ conduct evidences a conscious disregard for the safety of others, including Plaintiff. Defendants’ conduct was and is despicable conduct and constitutes malice as defined by Civil Code section 3294. An officer, director, or managing agent of SCE committed, authorized, and/or ratified the despicable and wrongful conduct alleged. Plaintiff is entitled to an award of punitive damages sufficient to punish and make an example of these Defendants.

**THIRD CAUSE OF ACTION**

**INVERSE CONDEMNATION**

*(By All Plaintiffs Against All Defendants)*

59. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1-58 as though fully set forth herein.

60. As of the filing of this action and for approximately 27 years prior, Plaintiffs were owners of real property located at 417 Devirian Place, in Altadena, California, in the County of Los Angeles.

61. As of January 7, 2025, the SCE DEFENDANTS owned, controlled, maintained, and operated facilities and equipment in the Eaton Canyon in Altadena.

62. As described herein, the Eaton Fire was proximately and substantially caused by Defendants’ actions.

63. Plaintiffs have not received adequate compensation for the damage to and/or destruction of their property, thus constituting a taking or damaging of Plaintiff’s property without just compensation.

64. As a direct and legal result, Plaintiffs have been damaged in an amount according to proof at trial, which amount shall include emotional distress.

65. Plaintiffs have and will continue to incur attorneys, appraisal, and other fees and costs because of Defendants’ conduct, in an amount that cannot yet be ascertained, but which are recoverable pursuant to Code of Civil Procedure § 1036.

1 **FOURTH CAUSE OF ACTION**

2 **TRESPASS**

3 *(By All Plaintiffs Against All Defendants)*

4 66. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1-65 as  
5 though fully set forth herein.

6 67. On January 7 and 8, 2025, Plaintiffs were the owners of the property located at  
7 417 Devirian Place, in Altadena, California.

8 68. Defendants, and each of them, had at all relevant times a duty to use reasonable  
9 care not to enter, intrude on, or invade Plaintiff's property.

10 69. As described herein, the Eaton Fire was proximately and substantially caused  
11 by Defendants' actions and its spread caused the fire to occupy Plaintiff's land, constituting a  
12 trespass.

13 70. Plaintiffs did not grant permission for Defendants to so enter their property.

14 71. As a direct, proximate and substantial result of the trespass, Plaintiffs have been  
15 damaged in an amount according to proof at trial, including emotional distress.

16 72. The conduct alleged herein was willful, wanton, despicable and subjected  
17 Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting  
18 oppression, for which Defendants - and each of them - should be punished through the use  
19 of exemplary or punitive damages in an amount according to proof. Defendants - and each  
20 of them - acted intentionally, with malice, and/or with knowledge that their actions would  
21 likely cause harm, and/or consciously disregarded the risks that their actions may cause others.

22 **FIFTH CAUSE OF ACTION**

23 **PRIVATE NUISANCE**

24 *(By All Plaintiffs Against All Defendants)*

25 73. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1-72 as  
26 though fully set forth herein.

27 74. On January 7 and 8, 2025, Plaintiffs were the owners of the property located at  
28 417 Devirian Place, in Altadena, California, which was in the area of the Eaton Fire. Plaintiffs  
had a right to occupy, use, and enjoy their property without interference from Defendants.

1           75. As described herein, the Eaton Fire was proximately and substantially caused  
2 by Defendants' actions and/or omissions, and resulted in the foreseeable obstruction to the  
3 free use of Plaintiff's property, invaded the right of Plaintiffs to enjoy said property, and  
4 interfered with Plaintiff's enjoyment thereof, all causing Plaintiffs unreasonable harm and  
5 substantial actual damages constituting a nuisance per Civil Code § 3479.

6           76. Accordingly, Plaintiffs seek the reasonable cost of repair and restoration of their  
7 property to its original condition and/or loss of use, as allowed under Civil Code § 3334.

8           77. The conduct alleged herein was willful, wanton, despicable and subjected  
9 Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting  
10 oppression, for which Defendants - and each of them - should be punished through the use  
11 of exemplary or punitive damages in an amount according to proof. Defendants - and each  
12 of them - acted intentionally, with malice, and/or with knowledge that their actions would  
13 likely cause harm, and/or consciously disregarded the risks that their actions may cause others.

#### **SIXTH CAUSE OF ACTION**

#### **PUBLIC NUISANCE**

*(By All Plaintiffs Against All Defendants)*

14           78. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1-77 as  
15 though fully set forth herein.

16           79. Defendants, and each of them, owed a duty to the public - including Plaintiffs  
17 - to conduct their business in a manner that did not cause harm to the public welfare.

18           80. As described herein, Defendants failed to follow their duty to the public, and as  
19 a result the Eaton Fire was proximately and substantially caused by Defendants' actions and/or  
20 omissions, and resulted in the foreseeable obstruction to the free use of Plaintiff's property,  
21 invaded the right of Plaintiffs to enjoy said property, and interfered with Plaintiff's enjoyment  
22 thereof, all causing Plaintiffs unreasonable harm and substantial actual damages constituting a  
23 public nuisance per Civil Code §§ 3479 and 3480, and Public Resources Code §§ 4170 and  
24 4171.

25           81. The damaging effects of Defendants' creation of a fire hazard and the resulting  
26 Eaton Fire affects the public at large.  
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1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF PUB. UTIL. CODE § 2106**

3 *(By All Plaintiffs Against All Defendants)*

4 92. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1-91 as  
5 though fully set forth herein.

6 93. As a public utility, Defendants were and are required to comply with the rules  
7 and orders promulgated by the CPUC.

8 94. Public utilities whose failure to perform their duties, or inadequate performance  
9 of their duties as required by the California Constitution, a law of California, a regulation, or  
10 order of CPUC, are liable for any resulting injury or loss, pursuant to Public Utilities Code §  
11 2106.

12 95. As alleged herein, Defendants - and each of them - failed to perform or  
13 inadequately performed their duties, leading to Plaintiff's loss.

14 **NINTH CAUSE OF ACTION**

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

16 *(By All Plaintiffs Against All Defendants)*

17 96. Plaintiffs incorporate and re-allege each of the preceding paragraphs 1-95 as  
18 though fully set forth herein.

19 97. By engaging in the acts and/or omissions set forth herein, Defendants willfully,  
20 negligently, and in violation of the law allowed fire to ignite and spread to Plaintiff's property,  
21 in violation of California Health & Safety Code § 13007.

22 98. As a result of Defendants' violation, Plaintiffs suffered recoverable damage to  
23 property under Health & Safety Code §§ 13008 and 13009.1.

24 99. Plaintiffs are entitled to attorneys fees pursuant to Code of Civil Procedure §  
25 1021.9.

26 100. The conduct alleged herein was willful, wanton, despicable and subjected  
27 Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting  
28 oppression, for which Defendants - and each of them - should be punished through the use  
of exemplary or punitive damages in an amount according to proof. Defendants - and each



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of them - acted intentionally, with malice, and/or with knowledge that their actions would likely cause harm, and/or consciously disregarded the risks that their actions may cause others.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For costs of repair and replacement of damaged, destroyed, and/or lost personal and/or real property;
2. For loss of use, benefit, goodwill, and enjoyment of Plaintiff's real and/or personal property;
3. For loss of wages, earning capacity, and/or business profits or proceeds and/or an related business interruption losses;
4. For fees and costs, including attorneys' fees, expert fees, and related costs;
5. For double and/or treble damages as allowed under Civil Code § 3346;
6. For punitive and exemplary damages;
7. For costs of suit;
8. For prejudgment and post-judgement interest;
9. For general and special damages according to proof;
10. For an injunction as stated herein; and
11. For such other relief as the Court may deem appropriate, all according to proof.

DATED: January 13, 2025

KJT LAW GROUP, LLP

By:   
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CASPAR JIVALAGIAN, ESQ.  
Attorney for Plaintiffs

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**DEMAND FOR TRIAL BY JURY**

Plaintiffs, ELIZABETH CISNEROS AND HIPOLITO CISNEROS hereby demand a trial  
by jury.

DATED: January 13, 2025

KJT LAW GROUP, LLP

By:  \_\_\_\_\_  
CASPAR JIVALAGIAN, ESQ.  
Attorney for Plaintiffs

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