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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

SHERRI QUAMMEN, LAURA SMITH,
RITA BELL, BRIAN BELL, LESLIE BELL,
EDITH PARKERSON, RANDALL
PARKERSON, CYNTHIA SPENCE, STEVE
CHERMA, CHARLES F. BALDWIN as
Trustee of the FTF Trust, TANYA JENKINS,
JOHN JENKINS, BRIAN HILL, RACHEL
BRANCH, ADAM HARGRAVE,
STEPHANIE HARGRAVE, HARRY
BELLAMY, TERESE BELLAMY, PAUL
KEMBLOWSKI, SANDRA HOFF,
ROBERTO SANCHEZ QUINTERO, and
MAYRA ACOSTA,

Plaintiff(s),

vs.

Case No. **CGC-18-571281**

COMPLAINT FOR:

1. **INVERSE CONDEMNATION**
2. **NEGLIGENCE**
3. **VIOLATIONS PER PUC § 2106**
4. **PREMISES LIABILITY**
5. **TRESPASS**
6. **PUBLIC NUISANCE**
7. **PRIVATE NUISANCE**
8. **VIOLATION OF HEALTH & SAFETY CODE § 13007**

**ENDORSED
FILED**
San Francisco County Superior Court

NOV 13 2018

CLERK OF THE COURT
BY: NEYL WEBB
Deputy Clerk

COMPLAINT

BY FAX

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PG&E CORPORATION, a California Corporation, PACIFIC GAS & ELECTRIC COMPANY, a California Corporation and DOES 1-50, inclusive,

Defendant(s).

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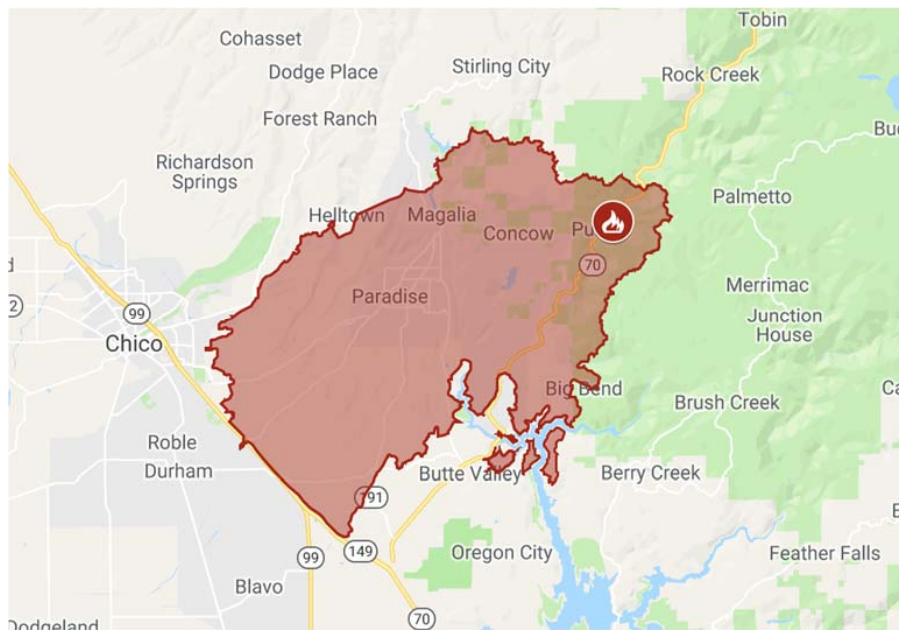
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1 **I. INTRODUCTION**

2 1. Plaintiffs bring this action for damages against Defendants PG&E CORPORATION, a
3 California Corporation, PACIFIC GAS & ELECTRIC COMPANY, a California Corporation
4 (collectively, “PG&E” or the “PG&E Defendants”) and DOES 1-50, inclusive, for damages they
5 suffered arising out of a fire ignited on the early morning of November 8, 2018, at Camp Creek Road
6 in the town of Paradise, Butte County. This fire has since been named the “Camp Fire.”

7 2. The Camp Fire torched the towns of Paradise, Magalia, Pulga, Mineral Slide, Irish
8 Town, Centerville, Parkhill, and Concow, and terrorized several neighboring towns including
9 Oroville, Gridley and Chico. To date, it has killed 42 people, making it the deadliest fire in California
10 history. The Camp Fire tore through and burned 117,000 acres, threatened 15,500 structures and
11 destroyed 7,102 structures. Over 150,000 residents have been displaced from their homes as a result
12 of the Camp Fire; over 200 people are unaccounted for. Particularly hard hit was the town of Paradise
13 where 80 to 90 percent of the homes were destroyed.

14 3. The map below shows the current fire perimeter of the Camp Fire:



27 4. The photo below provides a glimpse of the devastation awaiting the residents of
28 Paradise. This photo depicts an aerial view of the intersection of Skyway and Pearson Road, Paradise:

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5. The Camp Fire started when a high voltage transmission line failed igniting a vegetation fire.

6. Plaintiffs are among those damaged by the Camp Fire. Each Plaintiff individually seeks just compensation and damages as more particularly described below.

II. JURISDICTION AND VENUE

7. This Court has jurisdiction over this matter pursuant to Code of Civil Procedure §§ 395(a) and 410.10 because both PG&E Corporation and Pacific Gas & Electric Company were incorporated in California, have their headquarters in San Francisco, California, engage in the bulk of their corporate activities in California, and maintain the bulk of their corporate assets in California.

8. Venue is proper in San Francisco County pursuant to California Code of Civil Procedure § 395.5 because both PG&E Corporation and Pacific Gas & Electric Company perform business in San Francisco County, have a principal place of business in San Francisco County, and a substantial part of the events, acts, omissions, and transactions complained occurred in San Francisco County.

1 9. The amount in controversy exceeds the jurisdictional minimum of this Court.

2 **III. THE PARTIES**

3 **A. PLAINTIFFS**

4 10. At all relevant times herein, Plaintiff SHERRI QUAMMEN was an owner and/or
5 occupant of real property and owners of personal property damaged by the Camp Fire.

6 11. At all relevant times herein, Plaintiff LAURA SMITH was an owner and/or occupant
7 of real property and owners of personal property damaged by the Camp Fire.

8 12. At all relevant times herein, Plaintiff RITA BELL was an owner and/or occupant of
9 real property and owners of personal property damaged by the Camp Fire.

10 13. At all relevant times herein, Plaintiffs BRIAN BELL and LESLIE BELL were owners
11 and/or occupants of real property and owners of personal property damaged by the Camp Fire.

12 14. At all relevant times herein, Plaintiffs EDITH PARKERSON, RANDALL
13 PARKERSON, and CYNTHIA SPENCE were owners and/or occupants of real property and owners
14 of personal property damaged by the Camp Fire.

15 15. At all relevant times herein, Plaintiffs STEVE CHERMS and CHARLES F.
16 BALDWIN, TRUSTEE OF THE FTF TRUST, were owners and/or occupants of real property and
17 owners of personal property damaged by the Camp Fire.

18 16. At all relevant times herein, Plaintiffs TANYA JENKINS and JOHN JENKINS were
19 owners and/or occupants of real property and owners of personal property damaged by the Camp Fire.

20 17. At all relevant times herein, Plaintiffs BRIAN HILL and RACHEL BRANCH were
21 owners and/or occupants of real property and owners of personal property damaged by the Camp Fire.
22 Their children, PABLO SANCHEZ and K'LANIE HILL, are minors for whom *guardians ad litem*
23 will be appointed and the names of those guardians will be added to a complaint at the first opportunity.

24 18. At all relevant times herein, Plaintiffs ADAM HARGRAVE and STEPHANIE
25 HARGRAVE were owners and/or occupants of real property and owners of personal property
26 damaged by the Camp Fire.

27 19. At all relevant times herein, Plaintiffs BRIAN HILL and RACHEL BRANCH were
28 owners and/or occupants of real property and owners of personal property damaged by the Camp Fire.

1 20. At all relevant times herein, Plaintiffs TERESE BELLAMY and KERRY BELLAMY
2 were owners and/or occupants of real property and owners of personal property damaged by the Camp
3 Fire.

4 21. At all relevant times herein, Plaintiffs PAUL KEMBLOWSKI and SANDRA HOFF
5 were owners and/or occupants of real property and owners of personal property damaged by the Camp
6 Fire.

7 22. At all relevant times herein, Plaintiffs ROBERTO SANCHEZ QUINTERO and
8 MAYRA ACOSTA were owners and/or occupants of real property and owners of personal property
9 damaged by the Camp Fire.

10 **B. DEFENDANTS**

11 23. Defendant PG&E Corporation is an energy-based holding company headquartered in
12 San Francisco, California. It is the parent company of Defendant Pacific Gas & Electric Company.

13 24. Defendant Pacific Gas & Electric Company is incorporated in California and is
14 headquartered in San Francisco, California. Defendant Pacific Gas & Electric Company provides
15 public utility services that include the transmission and distribution of natural gas, and the generation,
16 transmission, and distribution of electricity to millions of customers in Northern and Central
17 California, including the residents of Butte County.

18 25. The PG&E Defendants are jointly and severally liable for each other's negligence,
19 misconduct, and wrongdoing as alleged herein, in that:

20 a. The PG&E Defendants operate as a single business enterprise operating out of the same
21 building located at 77 Beale Street, San Francisco, California, for the purpose of
22 effectuating and carrying out PG&E Corporation's business and operations and/or for
23 the benefit of PG&E Corporation;

24 b. The PG&E Defendants do not operate as completely separate entities, but rather,
25 integrate their resources to achieve a common business purpose;

26 c. Pacific Gas & Electric Company is so organized and controlled, and its decisions,
27 affairs, and business are so conducted as to make it a mere instrumentality, agent,
28 conduit, or adjunct of PG&E Corporation;

- 1 d. Pacific Gas & Electric Company's income results from function integration,
2 centralization of management, and economies of scale with PG&E Corporation;
- 3 e. The PG&E Defendants' officers and management are intertwined and do not act
4 completely independently of one another;
- 5 f. The PG&E Defendants' officers and managers act in the interest of PG&E Corporation
6 as a single enterprise;
- 7 g. PG&E Corporation has control and authority to choose and appoint Pacific Gas &
8 Electric Company's board members as well as its other top officers and managers;
- 9 h. The PG&E Defendants do not compete with one another, but have been structured and
10 organized and their business effectuated so as to create a synergistic, integrated single
11 enterprise where various components operate in concert one with another;
- 12 i. PG&E Corporation maintains unified administrative control over Pacific Gas &
13 Electric Company;
- 14 j. The PG&E Defendants are insured by the same carriers and provide uniform or similar
15 pension, health, life, and disability insurance plans for employees;
- 16 k. The PG&E Defendants have unified 401(k) Plans, pension and investment plans, bonus
17 programs, vacation policies, and paid time off from work schedules and policies;
- 18 l. The PG&E Defendants invest funds from their programs and plans by a consolidated
19 and/or coordinated Benefits Committee controlled by PG&E Corporation and
20 administered by common trustees and administrators;
- 21 m. The PG&E Defendants have unified personnel policies and practices and/or a
22 consolidated personnel organization or structure;
- 23 n. The PG&E Defendants have unified accounting policies and practices dictated by
24 PG&E Corporation and/or common or integrated accounting organizations or
25 personnel;
- 26 o. The PG&E Defendants are represented by common legal counsel;
- 27 p. PG&E Corporation's officers, directors, and other management make policies and
28 decisions to be effectuated by Pacific Gas & Electric Company and/or otherwise play

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roles in providing directions and making decisions for Pacific Gas & Electric Company;

q. PG&E Corporation’s officers, directors, and other management direct certain financial decisions for Pacific Gas & Electric Company including the amount and nature of capital outlays;

r. PG&E Corporation’s written guidelines, policies, and procedures control Pacific Gas & Electric Company’s employees, policies, and practices;

s. PG&E Corporation files consolidated earnings statements factoring in all revenue and losses from Pacific Gas & Electric Company, as well as consolidated tax returns, including those seeking tax relief; and/or, without limitation;

t. PG&E Corporation generally directs and controls Pacific Gas & Electric Company’s relationship with, requests to, and responses to inquiries from, the CPUC and uses such direction and control for the benefit of PG&E Corporation.

26. At all relevant times, each of the Defendants were the partners, principals, agents, employees, servants, and joint venturers of each other, and in doing the things alleged in this Complaint were acting within the course and scope of their authority and relationship as partners, principals, agents, employees, servants and joint venturers with the permission, knowledge, and consent of each other.

27. The true names and capacities, whether individual, corporate, associate or otherwise of Does 1 through 50, are unknown to Plaintiffs who, under Code of Civil Procedure § 474, sue these Doe Defendants under fictitious names. Plaintiffs will amend this complaint to show their true names and capacities when they are ascertained. Each of the Doe Defendants is in some manner legally responsible for the occurrences alleged in this Complaint, and Plaintiffs’ damages alleged in this Complaint were legally caused by each of those Doe Defendants.

1 **IV. THE FACTS**

2 **A. PG&E IS REQUIRED TO SAFELY DESIGN, OPERATE, AND MAINTAIN**
3 **ITS ELECTRICAL SYSTEMS**

4 28. PG&E owns, installs, constructs, operates, and maintains overhead power lines,
5 together with supporting towers and appurtenances throughout Northern and Central California for the
6 purpose of transmitting and distributing electricity the general public. Those transmission lines existed
7 near the origin points of the Camp Fire.

8 29. Electrical infrastructure is inherently dangerous and hazardous, and PG&E recognizes
9 it as such. The transmission and distribution of electricity requires PG&E exercise an increased level
10 of care in line with the increased risk of associated danger.

11 30. At all times PG&E had and continues to have a duty to properly construct, inspect,
12 repair, maintain, manage, and operate its transmission lines and other electrical equipment.

13 31. In the construction, inspection, repair, maintenance, management, ownership, and/or
14 operation of its power lines and other electrical equipment, PG&E had an obligation to comply with,
15 *inter alia*: (a) Code of Civil Procedure § 733; (b) Public Resources Code §§ 4292, 4293, and 4435;
16 (c) Public Utilities Code § 451; and (d) General Order Nos. 95 and 165.

17 32. In January 2014, Governor Jerry Brown declared a state of emergency due to
18 California's continued drought. In June 2014, the CPUC directed PG&E and all investor owned
19 utilities pursuant to Resolution ESRB-4 to take remedial measures to reduce the likelihood of fires
20 started by or threatening utility facilities. In addition, the CPUC informed PG&E that it could seek
21 recovery of incremental costs associated with these remedial measures outside of the standard funding
22 process, agreeing to provide additional funding on top of vegetation management funding already
23 authorized in order to make sure remedial measures would not go unperformed due to lack of funding.

24 33. PG&E has a duty to manage, maintain, repair, and/or replace its aging infrastructure to
25 protect public safety. These objectives could and should have been accomplished in a number of ways,
26 including, by not limited to, putting electrical equipment in wildfire-prone areas underground,
27 increasing inspections, developing and implementing protocols to shut down electrical operations in
28

1 emergency situations, modernizing infrastructure, and/or obtaining an independent audit of its risk
2 management programs to ensure effectiveness.

3 34. PG&E knew or should have known that a breach of those standards and duties
4 constituted negligence and would expose members of the general public to risk of death, injury, and
5 damage to their property.

6 **B. PG&E'S INEXCUSABLE HISTORY OF SAFETY FAILURES**

7 35. PG&E's safety record is an abomination. PG&E has developed a regular pattern of
8 placing its own profits before the safety of the California residents it serves and shows no intention of
9 changing this pattern.

10 36. The Camp Fire was not an isolated incident. PG&E has a long history of safety lapses
11 that caused injury and death to California residents, and destroyed or damaged their property:

12 a. **1981 San Francisco Gas Explosion**: A PG&E gas main in downtown San Francisco
13 exploded, forcing 30,000 people to evacuate. It took workers nine hours to shut off the
14 gas main's manual shut off valves and stop the flow of gas that continued to feed the
15 flames in the interim.

16 b. **1992 Santa Rosa Gas Explosion**: Two people were killed and three others were
17 injured when a PG&E gas line exploded in Santa Rosa. The pipeline was improperly
18 marked, failing to give proper notice to contractors working in the area. A contractor
19 hit the pipe with a backhoe, causing the pipe to leak several months later.

20 c. **1994 Trauner Fire**: The Trauner Fire burned down a historic schoolhouse and 12
21 homes near the scenic Gold Rush town of Rough and Ready. Investigators determined
22 that the Trauner Fire began when a 21,000-volt power line brushed against a tree limb
23 that PG&E had failed to keep trimmed. Through random spot inspections, the
24 investigators found hundreds of safety violations in the area near the Trauner Fire,
25 approximately 200 of which involved contact between vegetation and PG&E's power
26 lines. In June 1997, a Nevada County jury found PG&E guilty of 739 counts of
27 criminal negligence and it was required to pay \$24 million in penalties. After the trial,
28 a 1998 CPUC report revealed that PG&E diverted \$77.6 million from its tree-trimming

1 budget to other uses from 1987 to 1994. During that same time, PG&E underspent its
2 authorized budgets for maintaining its systems by \$495 million and, instead, used this
3 money to boost corporate profits.

4 d. **1996 Mission Substation Electrical Fire:** At approximately 1:00 AM on November
5 27, 1996, a cable splice at PG&E's Mission Substation in San Francisco short-circuited,
6 burning and melting the insulation around the splice. Smoke from the fire rose through
7 a floor opening above the splice into a switch cabinet. That smoke was so thick that it
8 caused a flashover between phases of the bus bars connecting the overhead N bus to
9 the switch. This caused insulation on the N bus to ignite and a circuit breaker to open,
10 resulting in the loss of power to a group of PG&E customers. The substation was
11 unmanned at the time and the fire was only discovered by chance by an employee who
12 had stopped by the substation to use the restroom.

13 e. **1999 Pendola Fire:** A rotten pine, which the government said PG&E should have
14 removed, fell on a power line, starting the Pendola Fire. It burned for 11 days and
15 scorched 11,725 acres, mainly in the Tahoe and Plumas national forests. PG&E paid a
16 \$14.75 million settlement to the U.S. Forest Service in 2009. That year, the utility also
17 reached a \$22.7 million settlement with the CPUC after regulators found PG&E had
18 not spent money earmarked for tree trimming and removal toward those purposes.

19 f. **2003 Mission Substation Electrical Fire:** One third of San Francisco lost power
20 following a 2003 fire at PG&E's Mission District Substation. The fire burned for
21 nearly two hours before PG&E workers arrived on the scene to discover the damage.
22 The CPUC report of the investigation, described PG&E's careless approach to safety
23 and apparent inability to learn from its past mistakes, stating "PG&E did not implement
24 its own recommendations from its own investigation of the 1996 fire."¹

25 g. **2004 Sims Fire:** In July 2004, the Sims Fire burned over 4,000 acres of forest land in
26 the Six Rivers National Forest and the Trinity National Forest. A federal lawsuit
27

28 ¹ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.pdf>

1 alleged that PG&E failed to remove a decaying tree, which fell on a transmission line
2 and ignited the blaze.

3 h. **2004 Fred's Fire:** The Fred's Fire started Oct. 13, 2004, near Kyburz in El Dorado
4 County. A lawsuit filed by the U.S Government claimed that employees of PG&E's
5 contractor lost control of a large tree they were cutting down. It fell onto a PG&E
6 powerline and caused a fire that burned over 7,500 acres. PG&E and its contractors
7 paid \$29.5 million to settle the lawsuits over the Fred's Fire and the Sims Fire.

8 i. **2004 Power Fire:** In October 2004, the Power Fire burned approximately 17,000 acres
9 on the Eldorado National Forest and on private timberlands. A federal lawsuit alleged
10 that the Power Fire was ignited by a lit cigarette that was dropped by a PG&E tree
11 trimming contractor. PG&E and its contractor paid the federal government \$45 million
12 to settle the lawsuit.

13 j. **2005 San Francisco Electrical Explosion:** In August 2005, a PG&E electrical
14 transformer exploded beneath the San Francisco financial district at Kearny and Post
15 Streets, severely burning a woman who had been walking by. A lawsuit by the injured
16 woman settled for an undisclosed sum.

17 k. **2008 Rancho Cordova Gas Explosion:** An explosion and fire caused by a natural gas
18 leak destroyed a residence in Rancho Cordova, California, killing one person, injuring
19 five others and causing damage to several other nearby homes. The cause of the
20 explosion was the use of a section of unmarked and out-of-specification pipe with
21 inadequate wall thickness that allowed gas to leak from a mechanical coupling installed
22 approximately two years earlier. In November 2010, the CPUC filed administrative
23 charges alleging that PG&E was at fault for the blast because PG&E should have
24 discovered the improper repair job that caused the explosion, but failed to timely do so.
25 As a result, the CPUC required PG&E to pay a \$38 million fine.

26 l. **2008 Whiskey Fire:** The June 2008 Whiskey Fire burned more than 5,000 acres of
27 land in the Mendocino National Forest. The fire started when a gray pine tree that did
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not have the required clearance from a PG&E transmission line came into contact with the line. PG&E and its contractors agreed to pay \$5.5 million to settle a federal lawsuit.

m. **2009 San Francisco Electrical Explosion:** In June 2009, a PG&E underground vault exploded in downtown San Francisco leaving thousands without power.

m. **2010 San Bruno Gas Explosion:** On September 9, 2010, PG&E’s disregard of public safety caused the death of eight people, injured 58 people, and destroyed an entire neighborhood in San Bruno, California when one of its gas pipelines exploded and burst into flames. After the explosion, the NTSB issued a report that blamed the disaster on PG&E’s poor management of its pipeline. In April 2015, the CPUC slapped PG&E with a \$1.6 billion fine for causing the explosion and diverting maintenance funds into stockholder dividends and executive bonuses. Further, in January 2017, a federal jury found PG&E guilty of six felony charges. The judge ordered it to pay \$3 million in fines for causing the explosion, and ordered PG&E to submit to court supervision of its natural gas operations. .

n. **2014 Carmel Gas Explosion:** In 2014, PG&E employees damaged a gas pipeline in Carmel while digging because they lacked the legally required records on the location of the pipeline. Gas escaping from the pipeline exploded and destroyed an unoccupied cottage. The CPUC fined *PG&E* \$37.3 million and PG&E paid an additional \$1.6 million to settle a related lawsuit filed by the City of Carmel.

o. **2015 San Francisco Electrical Explosion:** In September 2015, a PG&E underground transformer exploded in Bernal Heights, injuring two people, one of them critically.

p. **2015 Butte Fire in Calaveras County:** On September 9, 2015, the Butte Fire ignited when a 44 foot tall, weak grey pine tree that should have been removed by PG&E struck a 12,000-volt overhead power line that was owned and operated by PG&E. The resulting fire burned for 22 days, killing two people, burning over 70,000 acres, destroying and damaging 475 residences, 343 outbuildings, and 45 other structures. The fire also left tens of thousands of dead or dying trees and the risk of water pollution

1 and erosion in its wake. Thousands of people were forced to evacuate their homes, and
2 thousands were damaged in their person and property.

- 3 o. **2017 North Bay Fires:** On or around the night of Sunday, October 8, 2017, the North
4 Bay Fires started when power lines, transformers, conductors, poles, insulators,
5 reclosers, and/or other electrical equipment constructed, owned, operated, managed,
6 and/or maintained by PG&E fell down, broke, failed, sparked, exploded, and/or came
7 into contact with vegetation, all because of PG&E's disregard of mandated safety
8 practices and the foreseeable risks associated with its infrastructure. The North Bay
9 Fires claimed the lives of at least 43 people, injured many others, burned over 245,000
10 acres, and destroyed over 14,700 homes.

11 **C. PG&E'S INEXCUSABLE BEHAVIOR CONTRIBUTED TO THE CAUSE OF**
12 **THE CAMP FIRE**

13 **1. The 2013 Liberty Report Found that PG&E's Distribution System**
14 **Presented "Significant Safety Issues"**

15 37. On May 6, 2013, a report was sent to the Safety and Enforcement Division of the CPUC
16 from the Liberty Consulting Group who had been retained to conduct an independent review of capital
17 and operations and maintenance expenditures proposed by PG&E (hereinafter the "2013 Liberty
18 Report").² The 2013 Liberty Report concluded that: "several aspects of the PG&E distribution system
19 present significant safety issues." It also found: (a) "addressing risks associated with electrical
20 distribution components has been overshadowed by electric transmission and gas facilities;" (b)
21 "addressing aging infrastructure and adding SCADA to the system comprise the major focuses of
22 safety initiatives for the distribution system;" and (c) "current employee/contractor serious injury and
23 fatality levels require significantly greater mitigation."

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² <http://docs.cpuc.ca.gov/publisheddocs/efile/g000/m065/k394/65394210.pdf>

1 **2. PG&E’s Failure to Treat the Conditions of Its Aging Electrical Assets as**
2 **an Enterprise-Level Risk**

3 38. Another recommendation of the 2013 Liberty Report was “the establishment of a
4 formal asset management program in Electric Operations.” According to the report, “aging
5 infrastructure is best addressed by having a strategic asset management program in place. These types
6 of programs, such as the PAS 55 program, force a detailed and thorough condition assessment survey
7 of the major assets. These types of formal programs also take failure modes into consideration. Long
8 term sustainable plans can then be prepared to address the asset conditions. A sustainable asset
9 management will mitigate system safety risks from aging infrastructure, which constituted a major
10 portion of the safety items in this GRC.”

11 39. The 2013 Liberty Report specifically recommended that “PG&E treat aging
12 infrastructure as an enterprise-level risk.”

13 40. After the release of the 2013 Liberty Report, PG&E began to publicly state that they
14 were treating wildfires as an enterprise-level risk. However, the methodology used by PG&E to
15 evaluate the severity of that risk was and is unscientific and was and is not based on valid statistical
16 methodology. Instead, PG&E’s method is to engage in a group discussion where an agreement is
17 reached on a specific risk level based on personal opinion, anecdotal evidence, and factual
18 misconceptions. This process has led to PG&E’s failure to properly evaluate the frequency and
19 severity of the risk posed by wildfires.

20 41. Further, PG&E has a corporate policy in which they knowingly “accept” a certain level
21 of risk, meaning that PG&E choose not to maintain their electrical transmission and distribution
22 infrastructure in a manner that will reasonably prevent all risks of which they are aware, thereby
23 leaving the public at risk of death, personal injury, and damage to property.

24 42. PG&E’s failure to treat its aging infrastructure as an enterprise-level risk in a
25 reasonable manner contributed to the cause of the Camp Fire.

26 **3. PG&E’s Failure to Inspect, Maintain, Repair, or Replace Its Equipment**

27 43. PG&E failed to perform the necessary inspections, maintenance, repair, and/or
28 replacement of its electrical equipment.

1 44. For example, a 2014 audit of PG&E’s North Valley Division revealed that between
2 2009 and 2014 there were over 3,400 PG&E repair and maintenance requests in the area of the Camp
3 Fire that were completed past the date of scheduled action.³ This number shows a staggering disregard
4 of the safety to the people who eventually found themselves in the path of the Camp Fire.

5 45. According to State Senator Jerry Hill, these findings are especially troubling because
6 “they are getting the money for these, they are getting the funds to do the work in a timely manner.”⁴
7 Yet, PG&E takes the money but fails to correct the problems.

8 46. Further, according to records maintained by Cal Fire, forty-four (44) fires in Butte
9 County were caused by electrical equipment from 2008 through 2016.⁵ In 2015, electrical power
10 problems sparked the burning of 149,241 acres across California – more than twice the amount from
11 any other cause.⁶

12 47. According to the 2017 CPUC “Order Instituting Investigation into the Creation of a
13 Shared Database or Statewide Census of Utility Poles and Conduit”:

14 “Poorly maintained poles and attachments have caused substantial property damage
15 and repeated loss of life in this State. For example, inadequate clearance between
16 communication and power lines, perhaps in conjunction with a broken cable lashing
17 wire, caused the Southern California Guejito Fire of 2007 which (together with the
18 Witch Fire) burned 197,990 acres and caused two deaths. Three more deaths occurred
19 in 2011 when an electrical conductor separated from a pole in high winds, causing a
20 live wire to fall to the ground. At least five more people lost their lives in pole-related
21 failures in 2012 and 2015.

22 “Unauthorized pole attachments are particularly problematic. A pole overloaded with
23 unauthorized equipment collapsed during windy conditions and started the Malibu
24 Canyon Fire of 2007, destroying and damaging luxury homes and burning over 4500
25 acres. Windstorms in 2011 knocked down a large number of poles in Southern
26 California, many of which were later found to be weakened by termites, dry rot, and
27 fungal decay.

28 “Communication and other wires are not infrequently found hanging onto roads or
yards. Poles with excessive and/or unauthorized attachments can put utility workers at
risk. Facilities deployed in the field may differ from what appears on paper or in a
utility’s database.”⁷

³ http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/EA2014-023.pdf

⁴ <https://www.nbcbayarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-Sonoma-Santa-Rosa-451996923.html>

⁵ http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks

⁶ <http://www.latimes.com/business/la-fi-utility-wildfires-20171017-story.html>

⁷ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M190/K872/190872933.pdf>

1 48. PG&E’s failure to conduct proper and regular inspections of its equipment and failure
2 to make necessary repairs contributed to the cause of the Camp Fire.

3 **4. PG&E’s “Run to Failure” Approach to Maintenance**

4 49. PG&E’s failure to address the “significant safety hazards” identified by the 2013
5 Liberty Report, failure to treat the conditions of its aging infrastructure as an enterprise-level risk,
6 failure to inspect, maintain, repair or replace its aging equipment, failure to conduct an inventory of
7 its electrical assets, and failure to ensure its infrastructure could withstand foreseeable weather
8 conditions as required by law are all indicative of what has been called PG&E’s “run to failure”
9 approach to its infrastructure.

10 50. PG&E has a well-documented history of implementing this “run to failure” approach
11 with its aging infrastructure, ignoring necessary maintenance in order to line its own pockets with
12 excessive profits. According to a filing by Office of Ratepayer Advocates with the CPUC in May
13 2013:

14 “However, as we saw in Section V.F.3 above, the Overland Audit explains how PG&E
15 systematically underfunded GT&S integrity management and maintenance operations
16 for the years 2008 through 2010. PG&E engaged in a ‘run to failure’ strategy whereby
17 it deferred needed maintenance projects and changed the assessment method for several
18 pipelines from ILI to the less informative ECDA approach – all to increase its profits
19 even further beyond its already generous authorized rate of return, which averaged
20 11.2% between 1996 and 2010.

21 “Given PG&E’s excessive profits over the period of the Overland Audit, there is no
22 reason to believe that Overland’s example regarding GT&S operations between 2008
23 and 2010 was unique. The IRP Report supplements the Overland Audit findings with
24 additional examples of PG&E management’s commitment to profits over safety. Thus,
25 it is evident that while the example of GT&S underfunding between 2008 and 2010
26 might be extreme, it was not an isolated incident; rather, it represents the culmination
27 of PG&E management’s long standing policy to squeeze every nickel it could from
28 PG&E gas operations and maintenance, regardless of the long term ‘run to failure’
impacts. And PG&E has offered no evidence to the contrary.”⁸

51. PG&E’s failure to address this “run to failure” approach to maintenance contributed to
the cause of the Camp Fire.

⁸ ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf

1 **5. PG&E’s Purchase of Insurance Coverage for Punitive Damages**

2 52. Under Insurance Code § 533 provides in pertinent part: “An insurer is not liable for a
3 loss caused by the willful act of the insured”

4 53. Civil Code § 1668 provides: “All contracts which have for their object, directly or
5 indirectly, to exempt anyone from responsibility for his own fraud, or willful injury to the person or
6 property of another, or violation of law, whether willful or negligent, are against the policy of the law.”

7 54. Despite the statutory exoneration given to insurance companies for liability for losses
8 caused by willful acts of an insured, and despite the fact that the public policy of the State of California
9 invalidates any insurance contract that purports to provide coverage for punitive damages, PG&E has
10 purchased policies of insurance from offshore companies in Bermuda, London, and elsewhere that
11 expressly provide coverage for punitive damages in amounts that exceed hundreds of millions of
12 dollars.

13 55. PG&E purchased insurance policies that cover punitive damages for the purpose of
14 providing corporate security at the cost of public safety. This contributed to a culture of reckless
15 disregard for the safety of the residents of Northern and Central California and contributed to the cause
16 of the Camp Fire.

17 **D. PG&E’S CORPORATE CULTURE IS THE ROOT CAUSE OF THE CAMP**
18 **FIRE**

19 56. PG&E is a virtual monopoly in the provision of gas and electric services to the general
20 public in almost all counties and cities across Northern and Central California.⁹

21 57. Over the past thirty-plus years, PG&E has been subject to numerous fines, penalties,
22 and/or convictions as a result of its failure to abide by safety rules and regulations, including the fines,
23 penalties, settlements, and convictions detailed above. Despite these recurring punishments, PG&E
24 continues to display a shocking degree of arrogant complacency, refuses to modify its behavior, and
25 continues to conduct its business with a conscious disregard for the safety of the public, including
26 Plaintiffs.

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28 _____
⁹ A few cities like Palo Alto and Sacramento provide their own gas and electric utility services.

1 58. Rather than spend the money it obtains from customers for infrastructure maintenance
2 and safety, PG&E funnels this funding to boost its own corporate profits and compensation. This
3 pattern and practice of favoring profits over having a solid and well-maintained infrastructure that
4 would be safe and dependable for years to come left PG&E vulnerable to an increased risk of a
5 catastrophic event such as the Camp Fire.

6 59. For example, according to documents released by The Utility Reform Network
7 (“TURN”), PG&E planned to replace a segment of the San Bruno pipeline in 2007 that it identified as
8 one of the riskiest pipelines in PG&E’s system. PG&E collected \$5 million from its customers to
9 complete the project by 2009, but instead deferred the project until it was too late and repurposed the
10 money to other priorities. That same year, PG&E spent nearly \$5 million on bonuses for six of its top
11 executives.

12 60. Moreover, PG&E has implemented multiple programs that provide monetary
13 incentives to its employees, agents, and/or contractors to not protect public safety. Prior to the Butte
14 Fire, PG&E chose to provide a monetary incentive to its contractors to cut fewer trees, even though
15 PG&E was required to have an inspection program in place that removed dangerous trees and reduced
16 the risk of wildfires. Robert Urban, a regional officer for a PG&E contractor, stated that he had a
17 concern that the bonus system incentivized his employees to not do their job, but PG&E chose to keep
18 this program despite knowing this risk. Similarly, prior to the San Bruno explosion, PG&E had a
19 program that provided financial incentives to employees to not report or fix gas leaks and keep repair
20 costs down. This program resulted in the failure to detect a significant number of gas leaks, many of
21 which were considered serious leaks. According to Richard Kuprewicz, an independent pipeline
22 safety expert, PG&E’s incentive system was “training and rewarding people to do the wrong thing,”
23 emblematic of “a seriously broken process,” and “explains many of the systemic problems in this
24 operation that contributed to the [San Bruno] tragedy.”¹⁰

25 61. As detailed above, the Camp Fire just one example of the many tragedies that have
26 resulted from PG&E’s enduring failure to protect the public from the dangers associated with its

27 _____
28 ¹⁰ <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>

1 operations. PG&E power lines, transformers, conductors, poles, insulators, and/or other electrical
2 equipment have repeatedly started wildfires due to PG&E's ongoing failure to create, manage,
3 implement, and/or maintain effective vegetation management programs for the areas near and around
4 its electrical equipment. Further, PG&E's aging infrastructure has caused multiple disasters
5 throughout California.

6 62. Beginning early in the morning on or about November 8, 2018, the Camp Fire began
7 raging in the town of Paradise. These fires quickly ripped through neighborhoods, destroying
8 everything in their path, including residences, structures, businesses, trees, and vegetation in Butte
9 County.

10 63. The Camp Fire is the most destructive fire in California's history, surpassing the
11 damage caused by the Tubbs Fire, one of the North Bay Fires. In just a matter of days, the fire caused
12 the deaths of at least 42 people, displaced about 150,000 people who were forced to leave their homes
13 and search for safety, burned over 117,000 acres, and destroyed at least 7,102 homes and buildings.

14 64. As detailed more fully above, repeatedly fails to inspect, maintain, repair, or replace its
15 equipment. These failures also contributed to both the Butte and North Bay Fires, yet PG&E continues
16 to deny liability for those fires and even claims that it did nothing wrong.

17 65. PG&E owes the public a non-delegable duty with regard to the operation of its power
18 lines, including as it relates to maintenance, inspection, repair and all other obligations imposed by the
19 Public Utilities Code and the CPUC, specifically including, but not limited to, General Orders
20 Numbers 95 and 165. Even when PG&E chooses to hire contractors, its obligations remain non-
21 delegable. PG&E's acts and omissions, as described herein, were a cause of the Camp Fire and/or
22 aggravated the spread and destruction of the Camp Fire.

23 66. On the days leading up to the Camp Fire, PG&E began notifying 70,000 customers of
24 the "potential that the company would turn off power for safety reasons *given forecasts of extreme*
25 *fire danger conditions.*" Despite its own recognition of these impending hazardous conditions, on the
26 day of the Camp Fire's ignition, PG&E ultimately made the decision not to proceed with its plans for
27
28

1 a power shutoff.¹¹ It was not until November 9, 2018, after the Camp Fire already incinerated the
2 town of Paradise, that PG&E turned off power to some of its customers.¹²

3 67. At all times relevant to this action PG&E had specific knowledge that wildfire is the
4 greatest risk to the public from its operations. PG&E specifically knew that wildfire could result in
5 death and injury to members of the public and could result in the destruction of structures and property.

6 68. PG&E chose to accept and continue implementing its current practices that have
7 resulted in significant safety issues in its transmission system, a failure to treat the conditions of its
8 aging electrical assets and a failure to inspect, maintain, repair and replace. PG&E's choice resulted
9 numerous deaths, injuries, and damage to structures and property, just as PG&E knew it could, when
10 they made the choice.

11 **E. THE CAMP FIRE**

12 69. The devastating Camp Fire is the most destructive individual wildfire in California
13 history to date. CalFire reported that the Camp Fire started on November 8, 2018 at 6:29 a.m. at Pulga
14 Road and Camp Creek Road near the Jarbo Gap.¹³

15 70. On November 7, 2018, PG&E emailed the owner of property in Pulga in the area of
16 origin of the Camp Fire and informed the owner they were "having problems with sparks" from their
17 transmission lines and needed to inspect a transmission tower. Even though PG&E's employees had
18 visited the property on November 7, they did nothing to fix the cause of the sparks.¹⁴

19 71. Radio transmissions from first responders indicated the origin of the fire to be
20 underneath the vicinity of high voltage transmission lines, across the Feather River from Poe Dam.
21 Defendants' transmission line failed and ignited the Camp Fire.

22 72. The following photograph shows PG&E's transmission pole and lines near the origin
23 of the Camp Fire:

24
25 ¹¹[https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181108_pge_determines
26 _to_not_proceed_with_public_safety_power_shutoff_planned_for_portions_of_eight_northern_calif
27 ornia_counties](https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181108_pge_determines_to_not_proceed_with_public_safety_power_shutoff_planned_for_portions_of_eight_northern_california_counties)

¹²[https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181109_pge_mobilizes_
28 response_to_camp_fire_impacts_in_butte_and_plumas_counties](https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181109_pge_mobilizes_response_to_camp_fire_impacts_in_butte_and_plumas_counties)

¹³ http://cdfdata.fire.ca.gov/admin8327985/cdf/images/incidentfile2277_4198.pdf

¹⁴ <https://www.foxnews.com/us/utility-contacted-woman-about-power-line-problems-day-before-deadly-wildfire>



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14 73. PG&E reported that on November 8, 2018, at approximately 6:15 a.m., they
15 experienced an outage of the Caribou-Palermo 115 kV Transmission line located in Butte County.
16 Later that day, a transmission tower, approximately one-mile north-east of Pulga, was reportedly
17 observed to be damaged.¹⁵

18 74. Thousands of residents were displaced by the Camp Fire, forced to flee as the fire grew
19 and spread rapidly. Several of the deaths resulting from the Camp Fire were of individuals fleeing in
20 their cars who in the process of their harrowing escapes were overtaken by the speed of the flames that
21 ultimately consumed them, leaving their charred corpses behind. These individuals cannot yet be
22 identified due to the conditions of their scorched remains.

23 75. Other residents who did manage to escape the flames alive did so at a moment's notice
24 without any of their belongings, and some did so while desperately clutching to their young children
25 as their surrounding town became engulfed in raging flames.

26
27
28 ¹⁵ <https://www.actionnewsnow.com/content/news/PGE-Releases-Statement-About-Possible-Cause-of-Camp-Fire--500182111.html>

1 **V. CAUSES OF ACTION**

2 **A. FIRST CAUSE OF ACTION FOR INVERSE CONDEMNATION AGAINST**

3 **PG&E**

4 76. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
5 forth herein.

6 77. Plaintiffs bring this cause of action for Inverse Condemnation against PG&E.

7 78. On November 8, 2018, Plaintiffs were owners of real property and/or personal property
8 located within Butte County in the area of the Camp Fire.

9 79. Prior to and on November 8, 2018, Defendants, and/or each of them, installed, owned,
10 operated, used, controlled, and/or maintained power lines and other electrical equipment for the public
11 delivery of electricity, including power lines in and around the location of the Camp Fire.

12 80. On November 8, 2018, as a direct, necessary, and legal result of Defendants'
13 installation, ownership, operation, use, control, management, and/or maintenance for a public use of
14 its power lines and/or other electrical equipment, the power lines and/or other electrical equipment
15 came in contact with vegetation and/or other live conductors, and/or broke, failed, fell down, sparked,
16 and/or exploded, causing the Camp Fire that killed 42 people and burned 117,000 acres, including
17 property owned and/or occupied by Plaintiffs.

18 81. The above described damage to Plaintiffs' property was legally and substantially
19 caused by Defendants' actions in their installation, ownership, operation, use, control, management,
20 and/or maintenance of the power lines and other electrical equipment for a public use.

21 82. Plaintiffs have not received adequate compensation for the damage to and/or
22 destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by
23 Defendants without just compensation.

24 83. As a direct and legal result of the actions and/or omissions of the Defendants, Plaintiffs
25 suffered damages to their real and/or personal property, including the loss of use, interference with
26 access, and/or diminution in value and/or marketability in an amount according to proof at trial.

27 84. As a direct and legal result of the actions and/or omissions of the Defendants, Plaintiffs
28 have incurred and will continue to incur costs, disbursements, and/or expenses, including reasonable

1 attorney, appraisal, engineering and/or other expert fees due to the conduct of the Defendants in
2 amounts that cannot yet be ascertained, but which are recoverable pursuant to Code of Civil Procedure
3 § 1036.

4 **B. SECOND CAUSE OF ACTION FOR NEGLIGENCE AGAINST ALL**
5 **DEFENDANTS**

6 85. Plaintiffs hereby reallege and incorporate by reference each and every allegation
7 contained above as though the same were set forth herein in full.

8 86. Plaintiffs bring this cause of action for negligence against all Defendants.

9 87. The Camp Fire was a direct and legal result of the negligence, carelessness,
10 recklessness, and/or unlawfulness of Defendants, and/or each of them. Defendants, and/or each of
11 them, breached their respective duties owed individually and/or collectively to Plaintiffs by, including
12 but not limited to: (1) failing to comply with the applicable statutory, regulatory, and/or professional
13 standards of care; (2) failing to timely and properly maintain, manage, inspect, and/or monitor the
14 subject power lines, electrical equipment, and/or adjacent vegetation; (3) failing to make the overhead
15 lines safe under all the exigencies created by surrounding circumstances and conditions; (4) failing to
16 conduct adequate, reasonably prompt, proper, effective, and/or frequent inspections of the electrical
17 transmission lines, wires, and/or associated equipment; (5) failing to design, construct, monitor, and/or
18 maintain high voltage electrical transmission, and/or distribution power lines in a manner that avoids
19 the potential to ignite a fire during long, dry seasons; (6) failing to install the equipment necessary
20 and/or to inspect and repair the equipment installed, to prevent electrical transmission and distribution
21 lines from improperly sagging, operating, and/or making contact with other metal wires placed on its
22 poles and igniting fires; (7) failing to keep equipment in a safe condition and/or manage equipment to
23 prevent fire at all times; (8) failing to de-energize power lines during fire prone conditions; (9) failing
24 to de-energize power lines after the fire's ignition; and/or (10) failing to properly train and to supervise
25 employees and agents responsible for maintenance and inspection of the transmission lines and/or
26 vegetation areas nearby these lines.

27 88. As a direct and legal result of Defendants' actions and/or omissions, Plaintiffs were
28 injured in their health, strength, and/or activity in an amount according to proof at trial.

1 89. As a further direct and legal result of Defendants' actions and/or omissions, Plaintiffs
2 were required to and/or continue to employ physicians and other healthcare providers to examine,
3 treat, and/or care for their injuries. Plaintiffs have incurred, and will continue to incur, medical and
4 incidental expenses in an amount according to proof at trial.

5 90. As a further direct and legal result of Defendants' actions and/or omissions, Plaintiffs
6 have suffered and/or continue to suffer great mental pain and suffering, including worry, emotional
7 distress, humiliation, embarrassment, anguish, anxiety, and nervousness. Plaintiffs are informed and
8 believe, and upon such information and belief allege, that such injuries have resulted in debilitating
9 injuries in an amount according to proof at trial.

10 91. As a further direct and legal result of the Defendants' actions and/or omissions,
11 Plaintiffs have suffered a loss of income, loss of earning capacity, loss of profits, increased expenses
12 due to displacement, and/or other consequential economic losses in an amount according to proof at
13 trial.

14 92. As a further direct and legal result of the Defendants' actions and/or omissions,
15 Plaintiffs have suffered damage to real property, including the loss of vegetation, trees, and structures,
16 the creation of hydrophobic soil conditions, and a loss of use, benefit, goodwill, diminution in value,
17 and/or enjoyment of such property in an amount according to proof at trial.

18 93. As a further direct and legal result of the Defendants' actions and/or omissions,
19 Plaintiffs have suffered damage to and/or a loss of personal property, including but not limited to items
20 of peculiar value to Plaintiffs in an amount according to proof at trial.

21 94. As a further direct and legal result of the Defendants' actions and/or omissions s,
22 Plaintiffs have incurred and will continue to incur expenses and other economic damages related to
23 the damage to their property, including costs relating to storage, clean-up, disposal, repair,
24 depreciation, and/or replacement of their property, and/or other related consequential damages in an
25 amount according to proof at trial.

26 95. As detailed in above, Defendants' safety record is inexcusably horrendous. Defendants
27 have had several other incidents that caused injury and death to California residents, and destroyed
28 properties, and has been subject to numerous penalties, including, but not limited to record fines

1 following the San Bruno Explosion, as a result of their failure to comply with safety standards, rules
2 and regulations. Despite these fines and punishments, Defendants failed to modify their behavior,
3 continuing their practice of placing their own profits over safety and conducting their business with a
4 conscious disregard for the safety and well-being of the public and property.

5 96. The Camp Fire was the result of Defendants' continued practice of prioritizing profits
6 over safety, wherein they failed to properly maintain and inspect their power lines knowing that the
7 likely result was a fire that would pose risk of serious injury and/or death, and damage to property.

8 97. At all times prior to the subject incident, the conduct of Defendants, by act and/or
9 omission, demonstrated a wanton and/or reckless indifference for the required maintenance of
10 Defendants' electrical infrastructure, as well as a conscious disregard for and a foreseeable risk of
11 serious injury and death of others. The wrongful conduct of Defendants was more than just
12 inadvertence, error of judgment or negligence. Rather, Defendants conduct was despicable and
13 showed malice as defined by Civil Code § 3294. The state has an extremely strong interest in imposing
14 sufficiently high punitive damages in actions where the malicious conduct of Defendants leads to the
15 wrongful death of one of its citizens. As a result, Plaintiffs request that the trier of fact, in the exercise
16 of sound discretion of the rights and safety of others, such that additional damages for the sake of
17 example and sufficient to punish said Defendants for their despicable conduct, in an amount
18 reasonably related to Plaintiffs' actual damages and Defendants' wealth, yet sufficiently large enough
19 to be an example to others and to deter Defendants and others from engaging in similar conduct in the
20 future.

21 98. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek
22 exemplary damages for injuries to Plaintiffs' animals as allowed under Code of Civil Procedure §
23 3340.

24 **C. THIRD CAUSE OF ACTION FOR AGAINST ALL DEFENDANTS FOR**
25 **DAMAGES PURSUANT TO PUBLIC UTILITIES CODE § 2106**

26 99. Plaintiffs hereby reallege and incorporate by reference each and every allegation
27 contained above as though the same were set forth herein in full.

28

1 100. Plaintiffs bring this cause of action for violations of the Constitution, the laws of
2 California, and/or orders and decisions of the California Public Utilities Commission against all
3 Defendants.

4 101. This private right of action is authorized by Public Utilities Code § 2106, which permits
5 action by a person or entity who have suffered loss, damages, or injury caused by the acts of a public
6 utility which does, causes to be done, or permits any act, matter, or thing prohibited or declared
7 unlawful, or which omits to do any act, matter, or thing required to be done, either by the Constitution,
8 any law of this State, or any order or decision of the commission.

9 102. Defendants at all times herein had a duty to properly design, construct, operate,
10 maintain, inspect, and manage its electrical infrastructure in compliance with all relevant provisions
11 of applicable orders, decisions, directions, rules or statutes, including, but not limited to, those stated
12 in: (a) General Order No. 95, Rules 31.1-31.2; (b) General Order No. 165; (c) Code of Civil Procedure
13 § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

14 103. The violation of a legislative enactment or administrative regulation which defines a
15 minimum standard of conduct is unreasonable per se.

16 104. Defendants violated the above listed requirements, by:

- 17 a. Failing to service, inspect or maintain electrical infrastructure, structures and
18 vegetation affixed to and in close proximity to high voltage electrical lines;
- 19 b. Failing to provide electrical supply systems of suitable design;
- 20 c. Failing to construct and to maintain such systems for their intended use of safe
21 transmission of electricity considering the known condition of the combination of the
22 dry season and vegetation of the area, resulting in Plaintiff(s) being susceptible to the
23 ignition and spread of fire and the fire hazard and danger of electricity and electrical
24 transmission and distribution;
- 25 d. Failing to properly design, construct, operate, maintain, inspect and manage its
26 electrical supply systems and the surrounding arid vegetation resulting in said
27 vegetation igniting and accelerating the spread of the fire;

1 e. Failing to properly safeguard against the ignition of fire during the course and scope of
2 employee work on behalf of DEFENDANTS; and

3 f. Failing to comply with the enumerated legislative enactments and administrative
4 regulations.

5 105. Defendants proximately and substantially caused the destruction, damage, and injury
6 to Plaintiffs by their violations of applicable orders, decisions, directions, rules or statutes, including,
7 but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-
8 44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources
9 Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

10 106. Plaintiffs were and are within the class of persons for whose protection applicable
11 orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those stated
12 in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General
13 Order No. 165(c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435;
14 and (e) Public Utilities Code § 451.

15 107. As alleged herein according to proof, Defendants are liable to Plaintiffs for all loss,
16 damages and injury caused by and resulting from Defendants' violation of applicable orders, decisions,
17 directions, rules or statutes were adopted, including, but not limited to, those stated in: (a) General
18 Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165;
19 (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public
20 Utilities Code § 451.

21 108. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
22 and/or each of them, Plaintiffs seek the recovery of punitive and exemplary damages against
23 Defendants as set forth above.

24 **D. FOURTH CAUSE OF ACTION FOR PREMISES LIABILITY AGAINST ALL**
25 **DEFENDANTS**

26 109. Plaintiffs hereby reallege and incorporate by reference each and every allegation
27 contained above as though the same were set forth herein in full.

28 110. Plaintiffs bring this cause of action for Premises Liability against all Defendants.

1 111. Defendants, and/or each of them, were the owners of an easement and/or real property
2 in the area of origin of the Camp Fire, and/or were the owners of the power lines upon said easement
3 and/or right of way.

4 112. Defendants, and/or each of them, acted wantonly, unlawfully, carelessly, recklessly,
5 and/or negligently in failing to properly inspect, manage, maintain, and/or control the vegetation near
6 its power lines along the real property and easement, allowing an unsafe condition presenting a
7 foreseeable risk of fire danger to exist on said property.

8 113. As a direct, proximate and legal result of the wrongful acts and/or omissions of
9 Defendants, and/or each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages
10 as set forth above.

11 114. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
12 and/or each of them, Plaintiffs seek the recovery of punitive and exemplary damages against
13 Defendants as set forth above.

14 **E. FIFTH CAUSE OF ACTION FOR TRESPASS AGAINST ALL DEFENDANTS**

15 115. Plaintiffs hereby reallege and incorporate by reference each and every allegation
16 contained above as though the same were set forth herein in full.

17 116. Plaintiffs hereby reallege and incorporate by reference each and every allegation
18 contained above as though the same were set forth herein in full.

19 117. Plaintiffs bring this cause of action for Trespass against all Defendants.

20 118. At all times relevant herein, Plaintiffs were the owners, tenants, and/or lawful
21 occupants of property damaged by the Camp Fire.

22 119. Defendants, and/or each of them, in wrongfully acting and/or failing to act in the
23 manner set forth above, caused the Camp Fire to ignite and/or spread out of control, causing harm,
24 damage, and/or injury to Plaintiffs herein, resulting in a trespass upon Plaintiffs' property interests.

25 120. Plaintiffs did not grant permission for Defendants to wrongfully act in manner so as to
26 cause the Camp Fire, and thereby produce a wildland fire which spread and wrongfully entered upon
27 their property, resulting in the harm, injury, and/or damage alleged above.

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1 121. As a direct and legal result of the wrongful conduct of Defendants, and/or each of them,
2 which led to the trespass, Plaintiffs have suffered and will continue to suffer damages as set forth
3 above, in an amount according to proof at trial.

4 122. As a further direct and legal result of the wrongful conduct of Defendants, Plaintiffs,
5 whose land was under cultivation, and/or was used for raising livestock or was intended to be used for
6 raising livestock, have hired and retained counsel to recover compensation for loss and damage and
7 are entitled to recover all attorney's fees, expert fees, consultant fees, and litigation costs and expenses,
8 as allowed under Code of Civil Procedure § 1021.9.

9 123. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek treble
10 damages for injuries to trees or timber on Plaintiffs' property as allowed under Code of Civil Procedure
11 § 733.

12 124. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek double
13 and/or treble damages for the negligent, willful, and wrongful injuries to timber, trees, or underwood
14 on their property, as allowed under Civil Code § 3346.

15 125. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and/or
16 each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth above.

17 126. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
18 and/or each of them, Plaintiffs seek the recovery of punitive and exemplary damages against
19 Defendants as set forth above.

20 **F. SIXTH CAUSE OF ACTION FOR PUBLIC NUISANCE AGAINST ALL**
21 **DEFENDANTS**

22 127. Plaintiffs hereby reallege and incorporate by reference each and every allegation
23 contained above as though the same were set forth herein in full.

24 128. Plaintiffs bring this cause of action for Public Nuisance against all Defendants.

25 129. Plaintiffs own and/or occupy property at or near the site of the fire that is the subject of
26 this action. At all relevant times herein, Plaintiffs had a right to occupy, enjoy, and/or use their
27 property without interference by Defendants, and/or each of them.

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1 130. Defendants, and/or each of them, owed a duty to the public, including Plaintiffs herein,
2 to conduct their business, in particular the maintenance and/or operation of power lines, power poles,
3 and/or electrical equipment on power poles, and adjacent vegetation in proximity to their power lines
4 in Butte County in a manner that did not threaten harm or injury to the public welfare from operation
5 of those power lines.

6 131. Defendants and/or each of them, by acting and/or failing to act, as alleged hereinabove,
7 created a condition that was harmful to the health of the public, including these Plaintiffs and that
8 interfered with the comfortable occupancy, use, and/or enjoyment of Plaintiffs' property.

9 132. Plaintiffs did not consent, expressly or impliedly, to the wrongful conduct of
10 Defendants, and/or each of them, in acting in the manner set forth above.

11 133. The hazardous condition which was created by and/or permitted to exist by Defendants,
12 and/or each of them, affected a substantial number of people within the general public, including
13 Plaintiffs herein, and constituted a public nuisance under Civil Code §§ 3479 and 3480 and Public
14 Resources Code § 4171. Further, the ensuing uncontrolled wildfire constituted a public nuisance under
15 Public Resources Code § 4170.

16 134. The damaging effects of Defendants' maintenance of a fire hazard and the ensuing
17 uncontrolled wildfire are ongoing and affect the public at large. As a result of the fire's location,
18 temperature, and/or duration, extensive areas of hydrophobic soils developed within the fire's
19 perimeter. This further caused significant post fire runoff hazards to occur, including hillside erosion,
20 debris flow hazards, and sediment laden flow hazards. As a result, large quantities of ash and sediment
21 will be deposited in perennial and ephemeral watercourses.

22 135. As a direct and legal result of the conduct of Defendants, and/or each of them, Plaintiffs
23 suffered harm that is different from the type of harm suffered by the general public. Specifically,
24 Plaintiffs have lost the occupancy, possession, use, and/or enjoyment of their land, real and/or personal
25 property, including, but not limited to: a reasonable and rational fear that the area is still dangerous; a
26 diminution in the fair market value of their property; an impairment of the salability of their property;
27 soils that have become hydrophobic; exposure to an array of toxic substances on their land; the
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1 presence of “special waste” on their property that requires special management and disposal; and a
2 lingering smell of smoke, and/or constant soot, ash, and/or dust in the air.

3 136. As a further direct and legal result of the conduct of Defendants, and/or each of them,
4 Plaintiffs have suffered, and will continue to suffer, discomfort, anxiety, fear, worries, annoyance,
5 and/or stress attendant to the interference with Plaintiffs’ occupancy, possession, use and/or enjoyment
6 of their property, as alleged above. A reasonable, ordinary person would be reasonably annoyed or
7 disturbed by the condition created by Defendants, and/or each of them, and the resulting fire. The
8 conduct of Defendants and/or each of them, is unreasonable and the seriousness of the harm to the
9 public, including Plaintiffs herein, outweighs the social utility of Defendants’ conduct.

10 137. The individual and/or collective conduct of Defendants set forth above, and/or each of
11 them, resulting in the Camp Fire is not an isolated incident, but is ongoing and/or a repeated course of
12 conduct, and Defendants’ prior conduct and/or failures have resulted in other fires and damage to the
13 public.

14 138. The unreasonable conduct of Defendants, and/or each of them, is a direct and legal
15 cause of the harm, injury, and/or damage to the public, including Plaintiffs herein.

16 139. Defendants, and/or each of them, have individually and/or collectively, failed and
17 refused to conduct proper inspections and to properly trim, prune, and/or cut vegetation in order to
18 ensure the sole delivery of electricity to residents through the operation of power lines in the affected
19 area, and Defendants’ individual and/or collective failure to do so exposed every member of the public,
20 including those residing and/or owning property in Butte County, to a foreseeable danger of personal
21 injury, death, and/or a loss of or destruction real and personal property.

22 140. The conduct of Defendants, and/or each of them, set forth above constitutes a public
23 nuisance within the meaning of Civil Code §§ 3479 and 3480, Public Resources Code §§4104 and
24 4170, and Code of Civil Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to
25 maintain an action for public nuisance because the nuisance is especially injurious to Plaintiffs
26 because, as more specifically described above, it is injurious and/or offensive to the senses of the
27 Plaintiffs, unreasonably interferes with the comfortable enjoyment of their properties, and/or
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1 unlawfully obstructs the free use, in the customary manner, of Plaintiffs' properties, and have suffered
2 harm, injury, and damages.

3 141. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants, and
4 each of them, stop continued violation of: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2,
5 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Public Resources Code §§ 4292, 4293, and
6 4435; and (d) Public Utilities Code § 451. Plaintiffs also seek an order directing Defendants to abate
7 the existing and continuing nuisance described above.

8 **G. SEVENTH CAUSE OF ACTION FOR PRIVATE NUISANCE AGAINST ALL**
9 **DEFENDANTS**

10 142. Plaintiffs hereby reallege and incorporate by reference each and every allegation
11 contained above as though the same were set forth herein in full.

12 143. Plaintiffs hereby reallege and incorporate by reference each and every allegation
13 contained above as though the same were set forth herein in full.

14 144. Plaintiffs bring this cause of action for Private Nuisance against all Defendants.

15 145. Defendants, and/or each of them, by their acts and/or omissions set forth above, directly
16 and legally caused an obstruction to the free use of Plaintiffs' property, an invasion the Plaintiffs' right
17 to use their property, and/or an interference with the enjoyment of Plaintiffs' property, resulting in
18 Plaintiffs' suffering unreasonable harm and substantial actual damages constituting a nuisance
19 pursuant to Civil Code §§ 3479 and 3481.

20 146. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and/or
21 each of them, Plaintiffs suffered, and continue to suffer loss and damage to property, discomfort,
22 annoyance and emotional distress, and the injuries and damages as set forth above.

23 147. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
24 and/or each of them, Plaintiffs seek the recovery of punitive and exemplary damages against
25 Defendants as set forth above.

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1 **H. EIGHTH CAUSE OF ACTION FOR VIOLATIONS OF HEALTH & SAFETY**
2 **CODE § 13007 AGAINST ALL DEFENDANTS**

3 148. Plaintiffs hereby reallege and incorporate by reference each and every allegation
4 contained above as though the same were set forth herein in full.

5 149. Plaintiffs bring this cause of action for violations of Health & Safety Code § 13007
6 against all Defendants.

7 150. Defendants, and/or each of them, by their acts and/or omissions described above, set
8 fire to and/or allowed fire to be set to the property of another in violation of Health & Safety Code §
9 13007.

10 151. As a direct and legal result of Defendants' violation of Health & Safety Code § 13007,
11 Plaintiffs suffered property damages that are recoverable from Defendants under Health & Safety
12 Code § 13007.21, and continue to suffer the injuries and damages described above.

13 152. As a further direct and legal result of Defendants' violations of Health & Safety Code
14 § 13007, Plaintiffs are entitled to reasonable attorney's fees under Code of Civil Procedure § 1021.9.

15 153. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
16 and/or each of them, Plaintiffs seek the recovery of punitive and exemplary damages against
17 Defendants as set forth above.

18 **VI. PLAINTIFFS DEMAND A JURY TRIAL**

19 154. Plaintiffs hereby demand a jury trial.

20 **PRAYER**

21 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
22 follows:

23 **For the Cause of Action for Inverse Condemnation:**

- 24 a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal
25 and/or real property;
- 26 b. Loss of the use, benefit, goodwill, and enjoyment of the Plaintiffs' real and/or personal
27 property;

- 1 c. Loss of wages, earning capacity and/or business profits and/or any related displacement
2 expenses;
- 3 d. All costs of suit including attorney's fees, expert fees, and related costs;
- 4 e. Any and all relief, compensation, or measure of damages available to Plaintiffs by law
5 based on the injuries and damages suffered by Plaintiffs;
- 6 f. For prejudgment interest;
- 7 g. For all costs of suit incurred herein; and
- 8 h. For such other and further relief as the Court deems just and proper.

9 **For the Causes of Action for: Negligence; Private Right of Action under Public Utilities**
10 **Code § 2106; Premises Liability; Trespass; Public Nuisance; Private Nuisance; and Violations**
11 **of Health & Safety Code § 13007:**

- 12 a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal
13 and/or real property;
- 14 b. Loss of the use, benefit, goodwill, and enjoyment of the Plaintiffs' real and/or personal
15 property;
- 16 c. Loss of wages, earning capacity and/or business profits and/or any related displacement
17 expenses;
- 18 d. For general damages in an amount according to proof;
- 19 e. For special damages in an amount according to proof;
- 20 f. For treble damages in an amount according to proof for injuries to trees as allowed
21 under Code of Civil Procedure § 733;
- 22 g. For treble or double damages in an amount according to proof for wrongful injuries to
23 timber, trees, or underwood, as allowed under Civil Code § 3346;
- 24 h. For exemplary damages in an amount according to proof as allowed under Code of
25 Civil Procedure § 3294;
- 26 i. For exemplary damages in an amount according to proof as allowed under Code of
27 Civil Procedure § 3340;
- 28 j. For exemplary damages in an amount according to proof as allowed under Public

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Utilities Code § 2106;

- k. For attorney’s fees, expert fees, consultant fees and litigation costs and expenses as allowed under Code of Civil Procedure § 1021.9;
- l. For prejudgment interest;
- m. For all costs of suit incurred herein; and
- n. For such other and further relief as the Court deems just and proper.

DATED: November 13, 2018

Respectfully submitted,

COREY, LUZAICH, DE GHETALDI & RIDDLE LLP

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