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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

GLENN CARLSON, individually and as  
Successor-in-Interest to the Estate of  
BARBARA CARLSON, deceased, and as  
Successor-in-Interest to the Estate of  
SHIRLEY HALEY, deceased,

Plaintiff(s),

vs.

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

Defendant(s).

Case No.

**CGC-18-571431**

**COMPLAINT FOR:**

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

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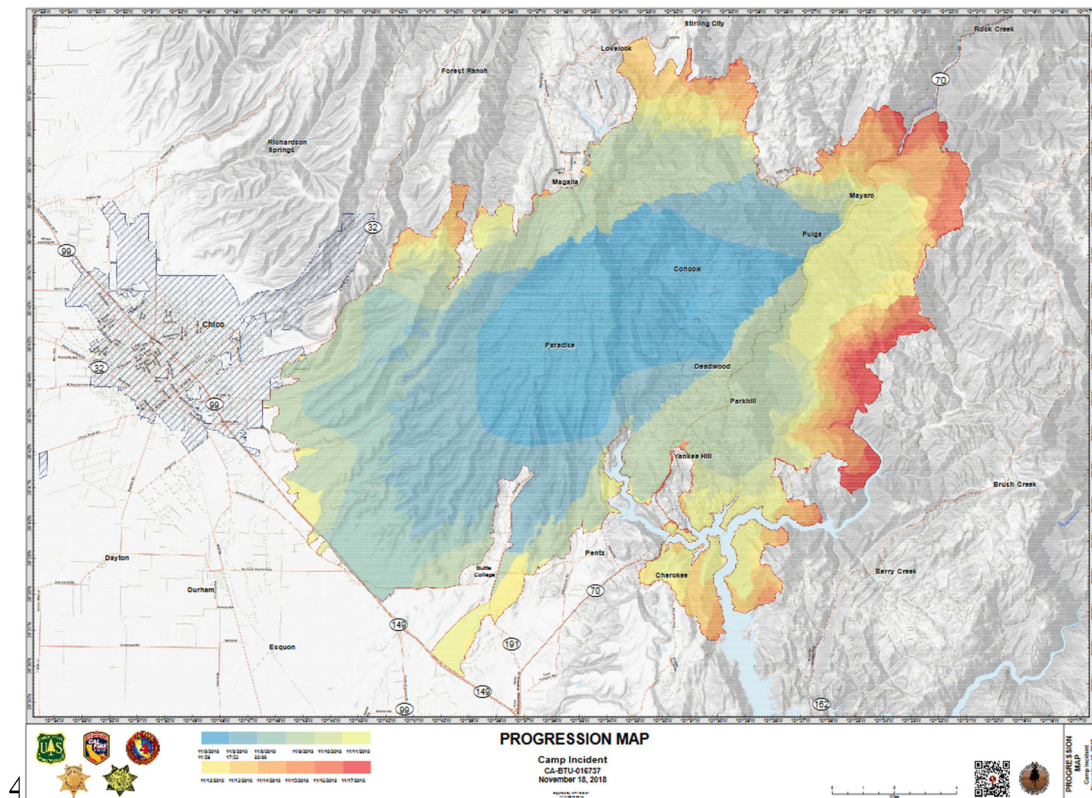
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## I. INTRODUCTION

1. Plaintiffs bring this action for damages against Defendants PG&E CORPORATION, a California Corporation, PACIFIC GAS & ELECTRIC COMPANY, a California Corporation (collectively, “PG&E” or the “PG&E Defendants”) and DOES 1-50, inclusive, for damages they suffered arising out of a fire ignited on the early morning of November 8, 2018, at Camp Creek Road near the town of Pulga, Butte County (the “Camp Fire”).

2. The Camp Fire torched the towns of Concow, Paradise, Magalia, Pulga, Mineral Slide, Irish Town, Centerville, and Parkhill, and terrorized several neighboring towns including Oroville, Gridley and Chico. To date, the Camp Fire killed 77 people, making it the deadliest fire in California history. The Camp Fire tore through and burned over 150,000 acres, destroyed almost 10,000 residences, almost 400 commercial buildings, and over 2,500 other structures. Over 150,000 residents have been displaced from their homes as a result of the Camp Fire and over 1,300 people are unaccounted for. Particularly hard hit was the town of Paradise where 80 to 90 percent of the homes were destroyed.

3. The map below shows the progression of the Camp Fire as of November 18, 2018:



1           5.       At 6:15 a.m. on November 8, 2018, a high-voltage line on PG&E's Caribou-Palermo  
2 115 kV transmission circuit six miles away from the Poe Dam generating station malfunctioned and  
3 ignited the Camp Fire.<sup>1</sup> The first report of fire came at 6:29 a.m., and within fifteen minutes, the fire  
4 had spread to 10 acres. Before CalFire crews could reach the scene and before CalFire planes and  
5 helicopters could get airborne, the Camp Fire erupted into a vicious inferno that rapidly swept uphill  
6 engulfing the town of Concow and downhill, into, and through Paradise. By 7:30 a.m., the town of  
7 Concow was ablaze. The first orders to evacuate Paradise came at 7:46 a.m.

8           6.       By nightfall, the Camp Fire spread more than 19 miles over an entire mountain,  
9 surprising, trapping, terrifying, and killing, quickly making it the deadliest and most destructive in  
10 California history.<sup>2</sup> Evacuation plans utterly failed, fire spread faster than warnings could be given,  
11 and escape routes became gridlocks and then fire traps. Hundreds were forced to flee from the  
12 consuming flames on foot. The following photo shows a small part of the devastation of Paradise on  
13 the morning of November 9, 2018.



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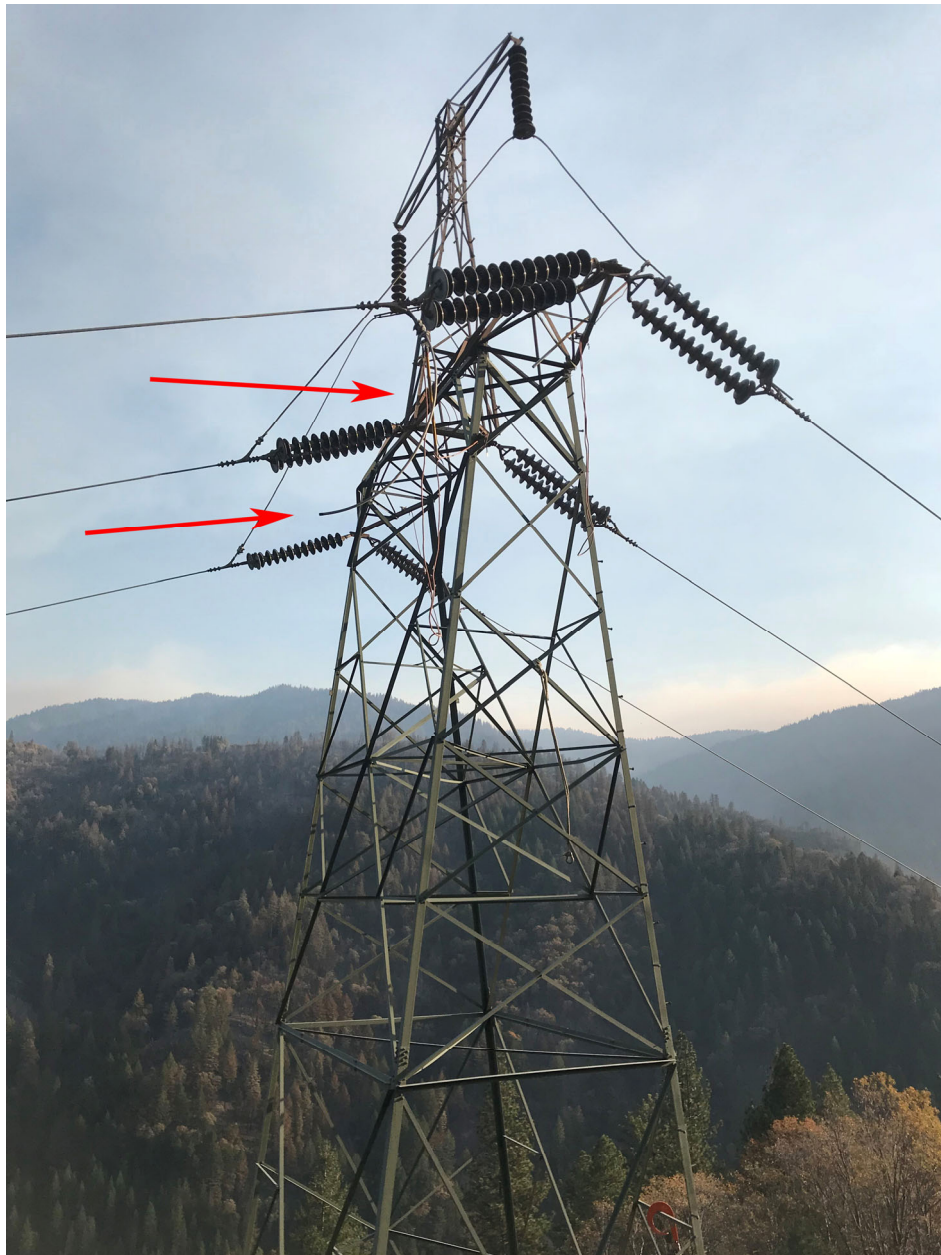
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<sup>1</sup>[http://s1.q4cdn.com/880135780/files/doc\\_downloads/2018/wildfire/11/Electric-Safety-Incident-Reported-Pacific-Gas-Electric-Incident-No-181108-9002.pdf](http://s1.q4cdn.com/880135780/files/doc_downloads/2018/wildfire/11/Electric-Safety-Incident-Reported-Pacific-Gas-Electric-Incident-No-181108-9002.pdf)

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<sup>2</sup>[https://www.gazettextra.com/news/nation\\_world/what-started-as-a-tiny-brush-fire-became-california-s/article\\_9b32290d-1cb4-554b-a984-ef7ae358b189.html](https://www.gazettextra.com/news/nation_world/what-started-as-a-tiny-brush-fire-became-california-s/article_9b32290d-1cb4-554b-a984-ef7ae358b189.html)



1           7.       In the afternoon of November 8, 2018, PG&E's aerial patrol observed damage to a steel  
2 transmission tower on the Caribou-Palermo 115 kV transmission circuit.<sup>3</sup> The following photo shows  
3 that tower being inspected for the first time by engineers after CalFire released the crime scene to  
4 representatives of affected parties on November 18, 2018. Pieces of insulators and other debris litter  
5 the ground under the tower. The red arrow points to ends of wire after CalFire removed the section  
6 that failed and took it into custody.



<sup>3</sup>[http://s1.q4cdn.com/880135780/files/doc\\_downloads/2018/wildfire/11/Electric-Safety-Incident-Reported-Pacific-Gas-Electric-Incident-No-181108-9002.pdf](http://s1.q4cdn.com/880135780/files/doc_downloads/2018/wildfire/11/Electric-Safety-Incident-Reported-Pacific-Gas-Electric-Incident-No-181108-9002.pdf)

1           8.       The failure of the transmission tower and line is not the first on the Caribou-Palermo  
2 transmission circuit. In 2012, five consecutive lattice-steel towers on the Caribou-Palermo  
3 transmission circuit near the point of origin of the Camp Fire collapsed after a winter storm. They  
4 were removed and replaced in 2013.<sup>4</sup>

5           9.       The following photo shows the extremely rugged terrain of the Caribou-Palermo circuit  
6 just west of the point of origin of the Camp Fire.



4https://www.pge.com/nots/rates/tariffs/tm2/pdf/ELEC\_4256-E.pdf



1           10.     At approximately 6:45 a.m. on November 8, 2018, an outage occurred on PG&E Big  
2 Bend 1101 12 kV distribution circuit on Concow Road between Mountain Pine Lane and Rim Road.<sup>5</sup>  
3 This outage was caused by the failure of a distribution line, and that failure ignited another blaze that  
4 was soon engulfed by and helped fuel the Camp Fire.

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

## 7 **II.     JURISDICTION AND VENUE**

8           12.     This Court has jurisdiction over this matter pursuant to Code of Civil Procedure §§  
9 395(a) and 410.10 because both PG&E Corporation and Pacific Gas & Electric Company were  
10 incorporated in California, have their headquarters in San Francisco, California, engage in the bulk of  
11 their corporate activities in California, and maintain the bulk of their corporate assets in California.

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

17           14.     The amount in controversy exceeds the jurisdictional minimum of this Court.

## 18 **III.    THE PARTIES**

### 19 **A.     PLAINTIFF**

20           15.     At all relevant times herein, Plaintiff Glenn Carlson is an individual residing in Lodi,  
21 California. Plaintiff is the loving son and heir of Decedent Barbara Carlson, and the loving nephew  
22 and heir of Decedent Shirley Haley. Plaintiff is in the process of seeking to be appointed as the  
23 administrator of the Estate of Barbara Carlson and the Estate of Shirley Haley. He is entitled to pursue  
24 all claims and causes of action for damages, loss, or destruction of assets of the Estates pursuant to  
25 Code of Civil Procedure § 377.30.

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28 <sup>5</sup>[http://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/News\\_Room/NewsUpdates/2018/EIR\\_IncidentNo181116-9015.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/News_Room/NewsUpdates/2018/EIR_IncidentNo181116-9015.pdf)

1           16.     At the time of their deaths caused by the Camp Fire, Decedents Barbara Carlson and  
2 her sister Shirley Haley (“Decedents”) resided at 557 Heavenly Place, Paradise, California. Title to  
3 the real property is currently held in the names of Shirley Haley and Barbara Carlson, Co-Trustees of  
4 the George Haley Revocable Inter Vivos Trust dated 7/21/2005. George Haley was Decedents’ father  
5 and Plaintiff’s grandfather.

6           **B.     DEFENDANTS**

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

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

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

- 16           a.     The PG&E Defendants operate as a single business enterprise operating out of the same  
17 building located at 77 Beale Street, San Francisco, California, for the purpose of  
18 effectuating and carrying out PG&E Corporation’s business and operations and/or for  
19 the benefit of PG&E Corporation;
- 20           b.     The PG&E Defendants do not operate as completely separate entities, but rather,  
21 integrate their resources to achieve a common business purpose;
- 22           c.     Pacific Gas & Electric Company is so organized and controlled, and its decisions,  
23 affairs, and business are so conducted as to make it a mere instrumentality, agent,  
24 conduit, or adjunct of PG&E Corporation;
- 25           d.     Pacific Gas & Electric Company’s income results from function integration,  
26 centralization of management, and economies of scale with PG&E Corporation;
- 27           e.     The PG&E Defendants’ officers and management are intertwined and do not act  
28 completely independently of one another;

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

- 1 q. PG&E Corporation's officers, directors, and other management direct certain financial  
2 decisions for Pacific Gas & Electric Company including the amount and nature of  
3 capital outlays;
- 4 r. PG&E Corporation's written guidelines, policies, and procedures control Pacific Gas  
5 & Electric Company's employees, policies, and practices;
- 6 s. PG&E Corporation files consolidated earnings statements factoring in all revenue and  
7 losses from Pacific Gas & Electric Company, as well as consolidated tax returns,  
8 including those seeking tax relief; and/or, without limitation;
- 9 t. PG&E Corporation generally directs and controls Pacific Gas & Electric Company's  
10 relationship with, requests to, and responses to inquiries from, the CPUC and uses such  
11 direction and control for the benefit of PG&E Corporation.

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

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

23 **IV. THE FACTS**

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

26 22. PG&E owns, installs, constructs, operates, and maintains overhead power lines,  
27 together with supporting towers and appurtenances throughout Northern and Central California for the  
28



1 purpose of transmitting and distributing electricity the general public. Those transmission lines existed  
2 near the origin points of the Camp Fire.

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

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

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

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

19 27. PG&E has a duty to manage, maintain, repair, and/or replace its aging infrastructure to  
20 protect public safety. These objectives could and should have been accomplished in a number of ways,  
21 including, by not limited to, putting electrical equipment in wildfire-prone areas underground,  
22 increasing inspections, developing and implementing protocols to shut down electrical operations in  
23 emergency situations, modernizing infrastructure, and/or obtaining an independent audit of its risk  
24 management programs to ensure effectiveness.

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

1           **B.       PG&E’S INEXCUSABLE HISTORY OF SAFETY FAILURES**

2           29.     PG&E’s safety record is an abomination. PG&E has developed a regular pattern of  
3 placing its own profits before the safety of the California residents it serves and shows no intention of  
4 changing this pattern.

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

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

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

15          c.     **1994 Trauner Fire:** The Trauner Fire burned down a historic schoolhouse and 12  
16 homes near the scenic Gold Rush town of Rough and Ready. Investigators determined  
17 that the Trauner Fire began when a 21,000-volt power line brushed against a tree limb  
18 that PG&E had failed to keep trimmed. Through random spot inspections, the  
19 investigators found hundreds of safety violations in the area near the Trauner Fire,  
20 approximately 200 of which involved contact between vegetation and PG&E’s power  
21 lines. In June 1997, a Nevada County jury found PG&E guilty of 739 counts of  
22 criminal negligence and it was required to pay \$24 million in penalties. After the trial,  
23 a 1998 CPUC report revealed that PG&E diverted \$77.6 million from its tree-trimming  
24 budget to other uses from 1987 to 1994. During that same time, PG&E underspent its  
25 authorized budgets for maintaining its systems by \$495 million and, instead, used this  
26 money to boost corporate profits.

27          d.     **1996 Mission Substation Electrical Fire:** At approximately 1:00 AM on November  
28 27, 1996, a cable splice at PG&E’s Mission Substation in San Francisco short-circuited,

1 burning and melting the insulation around the splice. Smoke from the fire rose through  
2 a floor opening above the splice into a switch cabinet. That smoke was so thick that it  
3 caused a flashover between phases of the bus bars connecting the overhead N bus to  
4 the switch. This caused insulation on the N bus to ignite and a circuit breaker to open,  
5 resulting in the loss of power to a group of PG&E customers. The substation was  
6 unmanned at the time and the fire was only discovered by chance by an employee who  
7 had stopped by the substation to use the restroom.

- 8 e. **1999 Pendola Fire:** A rotten pine, which the government said PG&E should have  
9 removed, fell on a power line, starting the Pendola Fire. It burned for 11 days and  
10 scorched 11,725 acres, mainly in the Tahoe and Plumas national forests. PG&E paid a  
11 \$14.75 million settlement to the U.S. Forest Service in 2009. That year, the utility also  
12 reached a \$22.7 million settlement with the CPUC after regulators found PG&E had  
13 not spent money earmarked for tree trimming and removal toward those purposes.
- 14 f. **2003 Mission Substation Electrical Fire:** One third of San Francisco lost power  
15 following a 2003 fire at PG&E's Mission District Substation. The fire burned for  
16 nearly two hours before PG&E workers arrived on the scene to discover the damage.  
17 The CPUC report of the investigation, described PG&E's careless approach to safety  
18 and apparent inability to learn from its past mistakes, stating "PG&E did not implement  
19 its own recommendations from its own investigation of the 1996 fire."<sup>6</sup>
- 20 g. **2004 Sims Fire:** In July 2004, the Sims Fire burned over 4,000 acres of forest land in  
21 the Six Rivers National Forest and the Trinity National Forest. A federal lawsuit  
22 alleged that PG&E failed to remove a decaying tree, which fell on a transmission line  
23 and ignited the blaze.
- 24 h. **2004 Fred's Fire:** The Fred's Fire started Oct. 13, 2004, near Kyburz in El Dorado  
25 County. A lawsuit filed by the U.S Government claimed that employees of PG&E's  
26 contractor lost control of a large tree they were cutting down. It fell onto a PG&E  
27

28 <sup>6</sup> <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.pdf>

powerline and caused a fire that burned over 7,500 acres. PG&E and its contractors paid \$29.5 million to settle the lawsuits over the Fred's Fire and the Sims Fire.

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

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

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

l. **2008 Whiskey Fire:** The June 2008 Whiskey Fire burned more than 5,000 acres of land in the Mendocino National Forest. The fire started when a gray pine tree that did 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 and erosion in its wake. Thousands of people were forced to evacuate their homes, and thousands were damaged in their person and property.
- o. **2017 North Bay Fires:** On or around the night of Sunday, October 8, 2017, the North Bay Fires started when power lines, transformers, conductors, poles, insulators, reclosers, and/or other electrical equipment constructed, owned, operated, managed, and/or maintained by **PG&E** fell down, broke, failed, sparked, exploded, and/or came into contact with vegetation, all because of **PG&E's** disregard of mandated safety

practices and the foreseeable risks associated with its infrastructure. The North Bay Fires claimed the lives of at least 43 people, injured many others, burned over 245,000 acres, and destroyed over 14,700 homes.

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

**1. The 2013 Liberty Report Found that PG&E’s Distribution System Presented “Significant Safety Issues”**

31. On May 6, 2013, a report was sent to the Safety and Enforcement Division of the CPUC from the Liberty Consulting Group who had been retained to conduct an independent review of capital and operations and maintenance expenditures proposed by PG&E (hereinafter the “2013 Liberty Report”).<sup>7</sup> The 2013 Liberty Report concluded that: “several aspects of the PG&E distribution system present significant safety issues.” It also found: (a) “addressing risks associated with electrical distribution components has been overshadowed by electric transmission and gas facilities;” (b) “addressing aging infrastructure and adding SCADA to the system comprise the major focuses of safety initiatives for the distribution system;” and (c) “current employee/contractor serious injury and fatality levels require significantly greater mitigation.”

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

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

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<sup>7</sup> <http://docs.cpuc.ca.gov/publisheddocs/efile/g000/m065/k394/65394210.pdf>

1           33.     The 2013 Liberty Report specifically recommended that “PG&E treat aging  
2 infrastructure as an enterprise-level risk.”

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

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

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

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

17          37.     PG&E failed to perform the necessary inspections, maintenance, repair, and/or  
18 replacement of its electrical equipment.

19          38.     For example, a 2014 audit of PG&E’s North Valley Division revealed that between  
20 2009 and 2014 there were over 3,400 PG&E repair and maintenance requests in the area of the Camp  
21 Fire that were completed past the date of scheduled action.<sup>8</sup> This number shows a staggering disregard  
22 of the safety to the people who eventually found themselves in the path of the Camp Fire.

23          39.     According to State Senator Jerry Hill, these findings are especially troubling because  
24 “they are getting the money for these, they are getting the funds to do the work in a timely manner.”<sup>9</sup>  
25 Yet, PG&E takes the money but fails to correct the problems.

27 <sup>8</sup> [http://www.cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/Safety/EA2014-023.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/EA2014-023.pdf)

28 <sup>9</sup> <https://www.nbcbayarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-Sonoma-Santa-Rosa-451996923.html>

1           40. Further, according to records maintained by Cal Fire, forty-four (44) fires in Butte  
2 County were caused by electrical equipment from 2008 through 2016.<sup>10</sup> In 2015, electrical power  
3 problems sparked the burning of 149,241 acres across California – more than twice the amount from  
4 any other cause.<sup>11</sup>

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

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

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

15           “Communication and other wires are not infrequently found hanging onto roads or  
16 yards. Poles with excessive and/or unauthorized attachments can put utility workers at  
17 risk. Facilities deployed in the field may differ from what appears on paper or in a  
utility’s database.”<sup>12</sup>

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

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

21           43. PG&E’s failure to address the “significant safety hazards” identified by the 2013  
22 Liberty Report, failure to treat the conditions of its aging infrastructure as an enterprise-level risk,  
23 failure to inspect, maintain, repair or replace its aging equipment, failure to conduct an inventory of  
24 its electrical assets, and failure to ensure its infrastructure could withstand foreseeable weather

25  
26  
27 <sup>10</sup> [http://www.fire.ca.gov/fire\\_protection/fire\\_protection\\_fire\\_info\\_redbooks](http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks)

28 <sup>11</sup> <http://www.latimes.com/business/la-fi-utility-wildfires-20171017-story.html>

<sup>12</sup> <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M190/K872/190872933.pdf>



1 conditions as required by law are all indicative of what has been called PG&E's "run to failure"  
2 approach to its infrastructure.

3 44. PG&E has a well-documented history of implementing this "run to failure" approach  
4 with its aging infrastructure, ignoring necessary maintenance in order to line its own pockets with  
5 excessive profits. According to a filing by Office of Ratepayer Advocates with the CPUC in May  
6 2013:

7 "However, as we saw in Section V.F.3 above, the Overland Audit explains how PG&E  
8 systematically underfunded GT&S integrity management and maintenance operations  
9 for the years 2008 through 2010. PG&E engaged in a 'run to failure' strategy whereby  
10 it deferred needed maintenance projects and changed the assessment method for several  
11 pipelines from ILI to the less informative ECDA approach – all to increase its profits  
12 even further beyond its already generous authorized rate of return, which averaged  
13 11.2% between 1996 and 2010.

14 "Given PG&E's excessive profits over the period of the Overland Audit, there is no  
15 reason to believe that Overland's example regarding GT&S operations between 2008  
16 and 2010 was unique. The IRP Report supplements the Overland Audit findings with  
17 additional examples of PG&E management's commitment to profits over safety. Thus,  
18 it is evident that while the example of GT&S underfunding between 2008 and 2010  
19 might be extreme, it was not an isolated incident; rather, it represents the culmination  
20 of PG&E management's long standing policy to squeeze every nickel it could from  
21 PG&E gas operations and maintenance, regardless of the long term 'run to failure'  
22 impacts. And PG&E has offered no evidence to the contrary."<sup>13</sup>

23 45. PG&E's failure to address this "run to failure" approach to maintenance contributed to  
24 the cause of the Camp Fire.

## 25 5. PG&E's Purchase of Insurance Coverage for Punitive Damages

26 46. Under Insurance Code § 533 provides in pertinent part: "An insurer is not liable for a  
27 loss caused by the willful act of the insured . . . ."

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

48. Despite the statutory exoneration given to insurance companies for liability for losses  
caused by willful acts of an insured, and despite the fact that the public policy of the State of California  
invalidates any insurance contract that purports to provide coverage for punitive damages, PG&E has

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<sup>13</sup> [ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB\\_GT&S\\_0039691.pdf](ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf)

1 purchased policies of insurance from offshore companies in Bermuda, London, and elsewhere that  
2 expressly provide coverage for punitive damages in amounts that exceed hundreds of millions of  
3 dollars.

4 49. PG&E purchased insurance policies that cover punitive damages for the purpose of  
5 providing corporate security at the cost of public safety. This contributed to a culture of reckless  
6 disregard for the safety of the residents of Northern and Central California and contributed to the cause  
7 of the Camp Fire.

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

10 50. PG&E is a virtual monopoly in the provision of gas and electric services to the general  
11 public in almost all counties and cities across Northern and Central California.<sup>14</sup>

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

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

23 53. For example, according to documents released by The Utility Reform Network  
24 (“TURN”), PG&E planned to replace a segment of the San Bruno pipeline in 2007 that it identified as  
25 one of the riskiest pipelines in PG&E’s system. PG&E collected \$5 million from its customers to  
26 complete the project by 2009, but instead deferred the project until it was too late and repurposed the  
27

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28 <sup>14</sup> A few cities like Palo Alto and Sacramento provide their own gas and electric utility services.

1 money to other priorities. That same year, PG&E spent nearly \$5 million on bonuses for six of its top  
2 executives.

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

16       55. As detailed above, the Camp Fire just one example of the many tragedies that have  
17 resulted from PG&E's enduring failure to protect the public from the dangers associated with its  
18 operations. PG&E power lines, transformers, conductors, poles, insulators, and/or other electrical  
19 equipment have repeatedly started wildfires due to PG&E's ongoing failure to create, manage,  
20 implement, and/or maintain effective vegetation management programs for the areas near and around  
21 its electrical equipment. Further, PG&E's aging infrastructure has caused multiple disasters  
22 throughout California.

23       56. Beginning early in the morning on November 8, 2018, the Camp Fire began raging in  
24 the towns of Concow and Paradise. These fires quickly ripped through neighborhoods, destroying  
25 everything in their path, including residences, structures, businesses, trees, and vegetation in Butte  
26 County.

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27  
28 <sup>15</sup> <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>

1           57.     The Camp Fire is the most destructive fire in California’s history, surpassing the  
2 damage caused by the Tubbs Fire, one of the North Bay Fires. In just a matter of days, the fire caused  
3 the deaths of at least 77 people, displaced about 150,000 people who were forced to leave their homes  
4 and search for safety, burned over 150,000 acres, and destroyed at least 10,364 residences, 418  
5 commercial buildings, and 2,992 other structures.

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

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

15           60.     On the days leading up to the Camp Fire, PG&E began notifying 70,000 customers of  
16 the “potential that the company would turn off power for safety reasons *given forecasts of extreme*  
17 *fire danger conditions.*” Despite its own recognition of these impending hazardous conditions, on the  
18 day of the Camp Fire’s ignition, PG&E ultimately made the decision not to proceed with its plans for  
19 a power shutoff.<sup>16</sup> It was not until November 9, 2018, after the Camp Fire already incinerated the  
20 towns of Concow and Paradise, that PG&E turned off power to some of its customers.<sup>17</sup>

21           61.     At all times relevant to this action PG&E had specific knowledge that wildfire is the  
22 greatest risk to the public from its operations. PG&E specifically knew that wildfire could result in  
23 death and injury to members of the public and could result in the destruction of structures and property.  
24  
25

26 <sup>16</sup>[https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181108\\_pge\\_determines  
27 \\_to\\_not\\_proceed\\_with\\_public\\_safety\\_power\\_shutoff\\_planned\\_for\\_portions\\_of\\_eight\\_northern\\_calif  
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)

28 <sup>17</sup>[https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181109\\_pge\\_mobilizes\\_  
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)

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

6           **E. THE CAMP FIRE**

7           63. The devastating Camp Fire is the most destructive individual wildfire in California  
8 history to date. CalFire reported that the Camp Fire started on November 8, 2018 at 6:29 a.m. at Pulga  
9 Road and Camp Creek Road near the Jarbo Gap.<sup>18</sup>

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

13          65. The origin of the Camp Fire is in the immediate vicinity of repairs done by PG&E after  
14 five (5) steel transmission towers collapsed in December 2012 and were later replaced by PG&E.<sup>19</sup>

15          66. The following photograph shows PG&E's transmission pole and lines near the origin  
16 of the Camp Fire:



28 <sup>18</sup> [http://cdfdata.fire.ca.gov/admin8327985/cdf/images/incidentfile2277\\_4198.pdf](http://cdfdata.fire.ca.gov/admin8327985/cdf/images/incidentfile2277_4198.pdf)

<sup>19</sup> PG&E Notice of Construction Pursuant to General Order 131-D, Advice 4256-E, July 16, 2013.

1           67.     PG&E reported that on November 8, 2018, at approximately 6:15 a.m., it experienced  
2 an outage of the Caribou-Palermo 115 kV Transmission line located in Butte County. Later that day,  
3 a transmission tower, approximately one-mile north-east of Pulga, was reportedly observed to be  
4 damaged.<sup>20</sup>

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

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

## 13 **V. CAUSES OF ACTION**

### 14 **A. FIRST CAUSE OF ACTION FOR WRONGFUL DEATH**

15          70.     Plaintiff incorporates and realleges each of the paragraphs above as though fully set  
16 forth herein.

17          71.     Plaintiff brings this cause of action for a survival action against PG&E in his  
18 representative capacity as Successor-in-Interest of the Estate of Barbara Carlson, Deceased, and the  
19 Estate of Shirley Haley, Deceased. In the event that Plaintiff is not appointed by the Court as the  
20 Successor-in-Interest of the estates of his mother and aunt, Plaintiff brings this cause of action in his  
21 individual capacity.

22          72.     Decedents Barbara Carlson and her sister Decedent Shirley Haley lived together in  
23 Paradise. Barbara had three children, including Plaintiff, and seven grandchildren. On November 8,  
24 2018, when the fire tore through Paradise, the two sisters were trapped in their home, unable to escape.  
25 They phoned family members, none of whom were close enough to save them, and told them they  
26

27 \_\_\_\_\_  
28 <sup>20</sup> <https://www.actionnewsnow.com/content/news/PGE-Releases-Statement-About-Possible-Cause-of-Camp-Fire--500182111.html>

1 would pray that God would protect them. Unfortunately, Barbara's and Shirley's bodies were found  
2 in their home by authorities who searched for remains in the fire's debris.

3 73. As a direct, proximate, and legal result of Defendants' negligent and intentional acts  
4 and omissions, Decedents suffered burns and injuries that resulted in their deaths.

5 74. As a direct, legal, and proximate result of the Camp Fire and Defendants' negligent and  
6 intentional acts and omissions, Plaintiff Glenn Carlson and the Decedents' heirs have suffered a loss  
7 of love, companionship, comfort, affection, society, solace, training and/or moral support, and is  
8 entitled to damages pursuant to Code of Civil Procedure § 377.60, *et seq.*

9 **B. SECOND CAUSE OF ACTION FOR SURVIVAL ACTION**

10 75. Plaintiff incorporates and realleges each of the paragraphs above as though fully set  
11 forth herein.

12 76. Plaintiff brings this cause of action for a survival action against PG&E in his  
13 representative capacity as Successor-in-Interest of the Estate of Barbara Carlson, Deceased, and the  
14 Estate of Shirley Haley, Deceased.

15 77. As alleged herein, Decedents suffered damage to their real and personal property.  
16 Additionally, Decedents lived for a period of time after being initially injured by the Camp Fire and  
17 they suffered injury and damages in an amount according to proof prior to their deaths. Before their  
18 deaths, Decedents would have been entitled to recover such damages for the causes of action set forth  
19 below.

20 **C. THIRD CAUSE OF ACTION FOR INVERSE CONDEMNATION AGAINST**  
21 **PG&E**

22 78. Plaintiff incorporates and realleges each of the paragraphs above as though fully set  
23 forth herein.

24 79. Plaintiff brings this cause of action for Inverse Condemnation against PG&E.

25 80. On November 8, 2018, Decedents were owners of real property and/or personal  
26 property located within Butte County in the area of the Camp Fire. Plaintiff is their successor in  
27 interest.  
28

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

4           82.     On November 8, 2018, as a direct, necessary, and legal result of Defendants'  
5 installation, ownership, operation, use, control, management, and/or maintenance for a public use of  
6 its power lines and/or other electrical equipment, the power lines and/or other electrical equipment  
7 came in contact with vegetation and/or other live conductors, and/or broke, failed, fell down, sparked,  
8 and/or exploded, causing the Camp Fire that killed 77 people and burned over 150,000 acres,  
9 including property owned and/or occupied by Decedents.

10          83.     The above described damage to Decedents' property was legally and substantially  
11 caused by Defendants' actions in their installation, ownership, operation, use, control, management,  
12 and/or maintenance of the power lines and other electrical equipment for a public use.

13          84.     Plaintiff has not received adequate compensation for the damage to and/or destruction  
14 of the property, thus constituting a taking or damaging of Decedents' property by Defendants without  
15 just compensation.

16          85.     As a direct and legal result of the actions and/or omissions of the Defendants, Plaintiff  
17 suffered damages to the real and/or personal property, including the loss of use, interference with  
18 access, and/or diminution in value and/or marketability in an amount according to proof at trial.

19          86.     As a direct and legal result of the actions and/or omissions of the Defendants, Plaintiff  
20 has incurred and will continue to incur costs, disbursements, and/or expenses, including reasonable  
21 attorney, appraisal, engineering and/or other expert fees due to the conduct of the Defendants in  
22 amounts that cannot yet be ascertained, but which are recoverable pursuant to Code of Civil Procedure  
23 § 1036.

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

26          87.     Plaintiff hereby realleges and incorporates by reference each and every allegation  
27 contained above as though the same were set forth herein in full.

28          88.     Plaintiff brings this cause of action for negligence against all Defendants.



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

19           90.     As a direct and legal result of Defendants' actions and/or omissions, Plaintiff suffered  
20 damage to real property, including the loss of vegetation, trees, and structures, the creation of  
21 hydrophobic soil conditions, and a loss of use, benefit, goodwill, diminution in value, and/or  
22 enjoyment of such property in an amount according to proof at trial.

23           91.     As a further direct and legal result of the Defendants' actions and/or omissions, Plaintiff  
24 suffered damage to and/or a loss of personal property, including but not limited to items of peculiar  
25 value to Plaintiffs in an amount according to proof at trial.

26           92.     As a further direct and legal result of the Defendants' actions and/or omissions, Plaintiff  
27 incurred and will continue to incur expenses and other economic damages related to the damage to  
28 their property, including costs relating to storage, clean-up, disposal, repair, depreciation, and/or

1 replacement of property, and/or other related consequential damages in an amount according to proof  
2 at trial.

3 93. As detailed in above, Defendants' safety record is inexcusably horrendous. Defendants  
4 have had several other incidents that caused injury and death to California residents, and destroyed  
5 properties, and has been subject to numerous penalties, including, but not limited to record fines  
6 following the San Bruno Explosion, as a result of their failure to comply with safety standards, rules  
7 and regulations. Despite these fines and punishments, Defendants failed to modify their behavior,  
8 continuing their practice of placing their own profits over safety and conducting their business with a  
9 conscious disregard for the safety and well-being of the public and property.

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

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

26 96. As a further direct and legal result of the conduct of Defendants, Plaintiff seeks  
27 exemplary damages for injuries to Plaintiffs' animals as allowed under Code of Civil Procedure §  
28 3340.

1           **E.       FIFTH CAUSE OF ACTION FOR AGAINST ALL DEFENDANTS FOR**  
2                   **DAMAGES PURSUANT TO PUBLIC UTILITIES CODE § 2106**

3           97.     Plaintiff hereby realleges and incorporates by reference each and every allegation  
4 contained above as though the same were set forth herein in full.

5           98.     Plaintiff brings this cause of action for violations of the Constitution, the laws of  
6 California, and/or orders and decisions of the California Public Utilities Commission against all  
7 Defendants.

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

13          100.    Defendants at all times herein had a duty to properly design, construct, operate,  
14 maintain, inspect, and manage its electrical infrastructure in compliance with all relevant provisions  
15 of applicable orders, decisions, directions, rules or statutes, including, but not limited to, those stated  
16 in: (a) General Order No. 95, Rules 31.1-31.2; (b) General Order No. 165; (c) Code of Civil Procedure  
17 § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

18          101.    The violation of a legislative enactment or administrative regulation which defines a  
19 minimum standard of conduct is unreasonable per se.

20          102.    Defendants violated the above listed requirements, by:

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

- 1           d.     Failing to properly design, construct, operate, maintain, inspect and manage its  
2               electrical supply systems and the surrounding arid vegetation resulting in said  
3               vegetation igniting and accelerating the spread of the fire;  
4           e.     Failing to properly safeguard against the ignition of fire during the course and scope of  
5               employee work on behalf of Defendants; and  
6           f.     Failing to comply with the enumerated legislative enactments and administrative  
7               regulations.

8           103.   Defendants proximately and substantially caused the destruction, damage, and injury  
9   to Plaintiffs by their violations of applicable orders, decisions, directions, rules or statutes, including,  
10 but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-  
11 44.3, and 48-48.7; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources  
12 Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

13          104.   Plaintiff was and is within the class of persons for whose protection applicable orders,  
14 decisions, directions, rules or statutes were adopted, including, but not limited to, those stated in: (a)  
15 General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.3, and 48-48.7; (b) General Order  
16 No. 165(c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and  
17 (e) Public Utilities Code § 451.

18          105.   As alleged herein according to proof, Defendants are liable to Plaintiff for all loss,  
19 damages and injury caused by and resulting from Defendants' violation of applicable orders, decisions,  
20 directions, rules or statutes were adopted, including, but not limited to, those stated in: (a) General  
21 Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.3, and 48-48.7; (b) General Order No. 165;  
22 (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public  
23 Utilities Code § 451.

24          106.   As a further direct and legal result of the wrongful acts and/or omissions of Defendants,  
25 and/or each of them, Plaintiff seeks the recovery of exemplary damages against Defendants as set forth  
26 above under Public Utilities Code § 2106.

27  
28

1           **F.       SIXTH CAUSE OF ACTION FOR PREMISES LIABILITY AGAINST ALL**  
2                           **DEFENDANTS**

3           107. Plaintiff hereby realleges and incorporates by reference each and every allegation  
4 contained above as though the same were set forth herein in full.

5           108. Plaintiff brings this cause of action for Premises Liability against all Defendants.

6           109. Defendants, and/or each of them, were the owners of an easement and/or real property  
7 in the area of origin of the Camp Fire, and/or were the owners of the power lines upon said easement  
8 and/or right of way.

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

13           111. As a direct, proximate and legal result of the wrongful acts and/or omissions of  
14 Defendants, and/or each of them, Plaintiff suffered, and continue to suffer, the injuries and damages  
15 as set forth above.

16           112. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,  
17 and/or each of them, Plaintiff seeks the recovery of punitive and exemplary damages against  
18 Defendants as set forth above.

19           **G.       SEVENTH CAUSE OF ACTION FOR TRESPASS AGAINST ALL**  
20                           **DEFENDANTS**

21           113. Plaintiff hereby realleges and incorporates by reference each and every allegation  
22 contained above as though the same were set forth herein in full..

23           114. Plaintiff brings this cause of action for Trespass against all Defendants.

24           115. At all times relevant herein, Plaintiff was the successor in interest to the owners,  
25 tenants, and/or lawful occupants of property damaged by the Camp Fire.

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

1 117. Plaintiff and Decedents did not grant permission for Defendants to wrongfully act in  
2 manner so as to cause the Camp Fire, and thereby produce a wildland fire which spread and wrongfully  
3 entered upon their property, resulting in the harm, injury, and/or damage alleged above.

4 118. As a direct and legal result of the wrongful conduct of Defendants, and/or each of them,  
5 which led to the trespass, Plaintiff suffered and will continue to suffer damages as set forth above, in  
6 an amount according to proof at trial.

7 119. As a further direct and legal result of the conduct of Defendants, Plaintiff seeks treble  
8 damages for injuries to trees or timber on Decedents' property as allowed under Code of Civil  
9 Procedure § 733.

10 120. As a further direct and legal result of the conduct of Defendants, Plaintiff seeks double  
11 and/or treble damages for the negligent, willful, and wrongful injuries to timber, trees, or underwood  
12 on their property, as allowed under Civil Code § 3346.

13 121. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and/or  
14 each of them, Plaintiff suffered, and continues to suffer, the injuries and damages as set forth above.

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

18 **H. EIGHTH CAUSE OF ACTION FOR PUBLIC NUISANCE AGAINST ALL**  
19 **DEFENDANTS**

20 123. Plaintiff hereby realleges and incorporates by reference each and every allegation  
21 contained above as though the same were set forth herein in full.

22 124. Plaintiffs bring this cause of action for Public Nuisance against all Defendants.

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

26 126. Defendants, and/or each of them, owed a duty to the public, including Plaintiff and  
27 Decedents herein, to conduct their business, in particular the maintenance and/or operation of power  
28 lines, power poles, and/or electrical equipment on power poles, and adjacent vegetation in proximity

1 to their power lines in Butte County in a manner that did not threaten harm or injury to the public  
2 welfare from operation of those power lines.

3 127. Defendants and/or each of them, by acting and/or failing to act, as alleged hereinabove,  
4 created a condition that was harmful to the health of the public, including these Plaintiff and Decedents  
5 and that interfered with the comfortable occupancy, use, and/or enjoyment of Decedents' property.

6 128. Plaintiff and Decedents did not consent, expressly or impliedly, to the wrongful  
7 conduct of Defendants, and/or each of them, in acting in the manner set forth above.

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

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

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

27 132. As a further direct and legal result of the conduct of Defendants, and/or each of them,  
28 Plaintiff and Decedents suffered, and will continue to suffer, discomfort, anxiety, fear, worries,

1 annoyance, and/or stress attendant to the interference with Plaintiffs' occupancy, possession, use  
2 and/or enjoyment of their property, as alleged above. A reasonable, ordinary person would be  
3 reasonably annoyed or disturbed by the condition created by Defendants, and/or each of them, and the  
4 resulting fire. The conduct of Defendants and/or each of them, is unreasonable and the seriousness of  
5 the harm to the public, including Plaintiff and Decedents herein, outweighs the social utility of  
6 Defendants' conduct.

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

11 134. The unreasonable conduct of Defendants, and/or each of them, is a direct and legal  
12 cause of the harm, injury, and/or damage to the public, including Plaintiff and Decedents herein.

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

19 136. The conduct of Defendants, and/or each of them, set forth above constitutes a public  
20 nuisance within the meaning of Civil Code §§ 3479 and 3480, Public Resources Code §§4104 and  
21 4170, and Code of Civil Procedure § 731. Under Civil Code § 3493, Plaintiff has standing to maintain  
22 an action for public nuisance because the nuisance is especially injurious to Plaintiff because, as more  
23 specifically described above, it is injurious and/or offensive to the senses of the Plaintiff, unreasonably  
24 interferes with the comfortable enjoyment of their properties, and/or unlawfully obstructs the free use,  
25 in the customary manner, of Decedents' property, and have suffered harm, injury, and damages.

26 137. For these reasons, Plaintiff seeks a permanent injunction ordering that Defendants, and  
27 each of them, stop continued violation of: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2,  
28 44.1-44.3, and 48-48.7; (b) General Order No. 165; (c) Public Resources Code §§ 4292, 4293, and



1 4435; and (d) Public Utilities Code § 451. Plaintiff also seeks an order directing Defendants to abate  
2 the existing and continuing nuisance described above.

3 **I. NINTH CAUSE OF ACTION FOR PRIVATE NUISANCE AGAINST ALL**  
4 **DEFENDANTS**

5 138. Plaintiff hereby realleges and incorporates by reference each and every allegation  
6 contained above as though the same were set forth herein in full.

7 139. Plaintiff brings this cause of action for Private Nuisance against all Defendants.

8 140. Defendants, and/or each of them, by their acts and/or omissions set forth above, directly  
9 and legally caused an obstruction to the free use of Plaintiff and Decedents' property, an invasion the  
10 Plaintiffs' right to use their property, and/or an interference with the enjoyment of Plaintiff and  
11 Decedents' property, resulting in them suffering unreasonable harm and substantial actual damages  
12 constituting a nuisance pursuant to Civil Code §§ 3479 and 3481.

13 141. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and/or  
14 each of them, Plaintiff and Decedents suffered, and continue to suffer loss and damage to property,  
15 discomfort, annoyance and emotional distress, and the injuries and damages as set forth above.

16 142. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,  
17 and/or each of them, Plaintiff seeks the recovery of punitive and exemplary damages against  
18 Defendants as set forth above.

19 **J. TENTH CAUSE OF ACTION FOR VIOLATIONS OF HEALTH & SAFETY**  
20 **CODE § 13007 AGAINST ALL DEFENDANTS**

21 143. Plaintiff hereby realleges and incorporates by reference each and every allegation  
22 contained above as though the same were set forth herein in full.

23 144. Plaintiffs bring this cause of action for violations of Health & Safety Code § 13007  
24 against all Defendants.

25 145. Defendants, and/or each of them, by their acts and/or omissions described above, set  
26 fire to and/or allowed fire to be set to the property of another in violation of Health & Safety Code §  
27 13007.  
28

1 146. As a direct and legal result of Defendants' violation of Health & Safety Code § 13007,  
2 Plaintiff and Decedents suffered property damages that are recoverable from Defendants under Health  
3 & Safety Code § 13007.21, and continue to suffer the injuries and damages described above.

4 147. As a further direct and legal result of Defendants' violations of Health & Safety Code  
5 § 13007, Plaintiff is entitled to reasonable attorney's fees under Code of Civil Procedure § 1021.9.

6 148. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,  
7 and/or each of them, Plaintiff seeks the recovery of punitive and exemplary damages against  
8 Defendants as set forth above.

9 **VI. PLAINTIFF DEMANDS A JURY TRIAL**

10 149. Plaintiff hereby demand a jury trial.

11 **PRAYER**

12 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

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

- 14 a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal  
15 and/or real property;
- 16 b. Loss of the use, benefit, goodwill, and enjoyment of the Plaintiffs' real and/or personal  
17 property;
- 18 c. Loss of wages, earning capacity and/or business profits and/or any related displacement  
19 expenses;
- 20 d. All costs of suit including attorney's fees, expert fees, and related costs;
- 21 e. Any and all relief, compensation, or measure of damages available to Plaintiff by law  
22 based on the injuries and damages suffered by Plaintiff and Decedents;
- 23 f. Prejudgment interest;
- 24 g. All costs of suit incurred herein; and
- 25 h. Such other and further relief as the Court deems just and proper.

26 / / /

27 / / /

28 / / /

1           **For the Causes of Action for: Wrongful Death, Survival Action, Negligence; Private**  
2 **Right of Action under Public Utilities Code § 2106; Premises Liability; Trespass; Public**  
3 **Nuisance; Private Nuisance; and Violations of Health & Safety Code § 13007:**

- 4           a.     Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal  
5                 and/or real property;
- 6           b.     Loss of the use, benefit, goodwill, and enjoyment of the Plaintiffs' real and/or personal  
7                 property;
- 8           c.     Loss of wages, earning capacity and/or business profits and/or any related displacement  
9                 expenses;
- 10          d.     General damages in an amount according to proof;
- 11          e.     Special damages in an amount according to proof;
- 12          f.     Treble damages in an amount according to proof for injuries to trees as allowed under  
13                 Code of Civil Procedure § 733;
- 14          g.     Treble or double damages in an amount according to proof for wrongful injuries to  
15                 timber, trees, or underwood, as allowed under Civil Code § 3346;
- 16          h.     Exemplary damages in an amount according to proof as allowed under Code of Civil  
17                 Procedure § 3294;
- 18          i.     Exemplary damages in an amount according to proof as allowed under Code of Civil  
19                 Procedure § 3340;
- 20          j.     Exemplary damages in an amount according to proof as allowed under Public Utilities  
21                 Code § 2106;
- 22          k.     Imposition of a permanent injunction ordering that Defendants, and each of them, stop  
23                 continued violation of: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2,  
24                 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Public Resources Code §§ 4292,  
25                 4293, and 4435; and (d) Public Utilities Code § 451;
- 26          l.     Issuance of an order directing Defendants to abate the existing and continuing nuisance  
27                 they caused.
- 28

- 1 m. Attorney's fees, expert fees, consultant fees and litigation costs and expenses as  
2 allowed under Code of Civil Procedure § 1021.9;  
3 n. Prejudgment interest;  
4 o. All costs of suit incurred herein; and  
5 p. Such other and further relief as the Court deems just and proper.

6 DATED: November 19, 2018

Respectfully submitted,

8 **COREY, LUZAICH, DE GHETALDI & RIDDLE LLP**

9  
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