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Superior Court of California
County of San Francisco

OCT 17 2017

CLERK OF THE COURT

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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF SAN FRANCISCO**

20 WAYNE L. HARVELL, JENNIFER L.
21 HARVELL,

22 Plaintiffs,

23 vs.

24 PG&E CORPORATION; PACIFIC GAS
25 & ELECTRIC COMPANY; and DOES 1
26 through 100, inclusive,

27 Defendants.

CASE NO.:

Judge:

Dept:

CGC-17-561937

[UNLIMITED CIVIL CASE]

COMPLAINT FOR DAMAGES

1. NEGLIGENCE;
2. INVERSE CONDEMNATION;
3. TRESPASS;
4. PRIVATE NUISANCE;
5. VIOLATION OF PUBLIC UTILITIES CODE §2106; AND
6. VIOLATION OF HEALTH & SAFETY CODE §13007

JURY TRIAL DEMANDED

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO ALL PARTIES AND THEIR
2 ATTORNEYS OF RECORD:

3 1.0

4 **INTRODUCTION**

5 1.1 Beginning on or about October 8, 2017, residents and property owners in Sonoma,
6 Mendocino, Santa Rosa, and Napa, Butte and Solano Counties were devastated by a severe wildfires
7 known as the Tubbs Fire, the Atlas Fire and the Nuns Fire (collectively the "Wine Country Fires").
8 The Wine Country Fires were started when electrical infrastructure owned, operated and maintained
9 by PG&E CORPORATION and PACIFIC GAS & ELECTRIC COMPANY (hereinafter "PG&E")
10 came into contact with vegetation inspected and maintained by PG&E. At present, the fires are still
11 raging and causing extensive damages within the general areas of Sonoma, Mendocino,, Napa, Butte
12 and Solano Counties, in the State of California. The Wine Country Fires, to date, have burned more
13 than 220,000 acres, burned more than 3,000 homes, burned numerous commercial structures, and
14 other structures. In addition, the Fire caused the deaths of at least 41 people, and injured others. The
15 Plaintiffs in this case are victims of the Wine Country Fires who individually seek just compensation
16 and damages. Specifically, Plaintiffs in this action seek damages for, *inter alia*, personal injury;
17 damage to and loss of use of real and personal property; pain and suffering; injury to livestock and
18 pets; loss of income; consequential and incidental damages; and/or for emotional suffering, fear and
19 anxiety, inconvenience, and other harm caused by the wrongful conduct of PG&E CORPORATION,
20 PACIFIC GAS & ELECTRIC COMPANY, and Does 1 – 100, inclusive.

21 2.0

22 **JURISDICTION AND VENUE**

23 2.1 The Plaintiffs are now and at all times relevant herein individuals, residents,
24 domiciliaries and property owners who resided in in Sonoma County. All of their claims arise from
25 events or occurrences related to the Wine Country Fires within which resulted in the damages, losses,
26 and injuries as hereinafter alleged.

27 2.2 At all times herein mentioned Defendants PG&E CORPORATION and PACIFIC
28 GAS & ELECTRIC COMPANY, were corporations authorized to do business, and doing business,

1 in the State of California, with their principal place of business in the County of San Francisco, State
2 of California. Defendant PG&E CORPORATION is an energy-based holding company
3 headquartered in San Francisco. It is the parent company of Defendant PACIFIC GAS & ELECTRIC
4 COMPANY. PG&E CORPORATION subsidiaries provide customers with public utility services,
5 and services relating to the generation of energy, transmission of electricity and natural gas,
6 generation of electricity, and the distribution of energy.

7 2.3 At all times mentioned herein, PG&E CORPORATION, PACIFIC GAS &
8 ELECTRIC COMPANY, and DOES 1 through 50, and each of them, were suppliers of electricity
9 to members of the public. As part of supplying electricity to members of the public, PG&E installed,
10 constructed, built, maintained, and operated overhead power lines, together with supporting poles
11 and appurtenances, for the purpose of conducting electricity for delivery to members of the general
12 public. Furthermore, on information and belief, PG&E CORPORATION, PACIFIC GAS &
13 ELECTRIC COMPANY, and DOES 1 through 100, are responsible for maintaining vegetation near,
14 around, and in proximity to their electrical equipment in compliance with State and Federal
15 Regulations, specifically including but not limited to Public Resource Code 4292, Public Resource
16 Code 4293, General Order 95, and General Order 165.

17 2.4 Plaintiffs are informed and believe that the Defendants herein, and each of them, were
18 agents and/or employees each of the other and in acting and/or failing to act as alleged herein, the
19 Defendants, and each of them, were acting in the course and scope of said agency and/or employment
20 relationship.

21 2.5 Accordingly, this Court has jurisdiction of this action pursuant to Section 410.10 of
22 the California Code of Civil Procedure.

23 2.6 Venue is proper in this Court pursuant to Sections 392, 395 and 395.5 of the
24 California Code of Civil Procedure because Defendants are headquartered here, Plaintiffs reside,
25 own, or had interests here, and/or Plaintiffs' property and/or business are or were located here, and/or
26 the liability arising from the Wine Country Fires occurred in this venue.

27 ///

28 ///

1 3.0

2 **THE PLAINTIFFS**

3 3.1 The Plaintiffs are individuals who suffered varying types of injuries, damages, losses,
4 and/or harm as a result of the Wine Country Fires.

5 3.2 Plaintiffs Wayne L. Harvell and Jennifer L. Harvell owned and resided at the property
6 located at 3748 Mocha Lane, Santa Rosa, CA 95403.

7 4.0

8 **THE DEFENDANTS**

9 4.1 PACIFIC GAS & ELECTRIC COMPANY is both an "Electrical Corporation" and a
10 "Public Utility" pursuant to, respectively, Sections 218(a) and 216(1) of the California Public
11 Utilities Code. PG&E is in the business of providing electricity to the residents of at least two
12 counties and 26 cities, including but not limited, to Sonoma County and, more particularly, to
13 Plaintiffs' residences and/or properties through a network of electrical transmission and distribution
14 lines.

15 4.2 PG&E CORPORATION is a publicly traded company that owns and/or manages an
16 "Electric Plant" as defined in Section 217 of the Public Utilities Code, and, like its subsidiary,
17 PACIFIC GAS & ELECTRIC COMPANY, is both an "Electric Corporation" and a "Public Utility"
18 pursuant to, respectively, Sections 218(a) and 216(a) of the Public Utilities Code. It develops and
19 operates energy infrastructure assets related to the production and distribution of energy such as
20 power plants, electric lines, natural gas pipelines and liquefied natural gas receipt terminals.

21 4.3 Plaintiffs allege on information and belief that PG&E CORPORATION and
22 PACIFIC GAS & ELECTRIC COMPANY are jointly and severally liable for each other's
23 negligence, conduct and wrongdoing as alleged herein, in that:

- 24 a. PG&E CORPORATION and PACIFIC GAS & ELECTRIC COMPANY
25 operate as a single business enterprise operating out of the same building
26 located at 77 Beale St., San Francisco, California for the purpose of
27 effectuating and carrying out PG&E CORPORATION's business and
28 operations and/or for the benefit of PG&E CORPORATION;

- 1 b. Defendants do not operate as completely separate entities, but rather, integrate
2 their resources to achieve a common business purpose;
- 3 c. PACIFIC GAS & ELECTRIC COMPANY is so organized and controlled,
4 and its decisions, affairs, and business so conducted as to make it a mere
5 instrumentality, agent, conduit, or adjunct of PG&E CORPORATION;
- 6 d. PACIFIC GAS & ELECTRIC COMPANY's income contribution results
7 from function integration, centralization of management and economies of
8 scale with PG&E CORPORATION;
- 9 e. Defendants' officers and management are intertwined and do not act
10 completely independent of one another;
- 11 f. Defendants' officers and managers act in the interest of PG&E
12 CORPORATION as a single enterprise;
- 13 g. PG&E CORPORATION has control and authority to choose and appoint
14 PACIFIC GAS & ELECTRIC COMPANY's board members as well as its
15 other top officers and managers;
- 16 h. Despite both being Electric Companies and Public Utilities, Defendants do
17 not complete with one another, but have been structured and organized and
18 business effectuates so as to create a synergistic, integrated single enterprise
19 where various components operate in concert one with another;
- 20 i. PG&E CORPORATION maintains unified administrative control over
21 PACIFIC GAS & ELECTRIC COMPANY;
- 22 j. Defendants are insured by the same carriers and provide uniform or similar
23 pension, health, life, and disability insurance plans for employees;
- 24 k. Defendants have unified 401(k) Plans, pensions and investment plans, bonus
25 programs, vacation policies, and paid time off from work schedules and
26 policies;
- 27 l. Defendants invest these funds from their programs and plans by a
28 consolidated and/or coordinated Benefits Committee controlled by PG&E

- 1 CORPORATION and administered by common trustees and administrators;
- 2 m. Defendants have unified personnel policies and practices and/or a
- 3 consolidated personnel organization or structure;
- 4 n. Defendants have unified accounting policies and practices dictated by PG&E
- 5 CORPORATION and/or common or integrated accounting organizations or
- 6 personnel;
- 7 o. Defendants are represented by common legal counsel;
- 8 p. PG&E CORPORATION's officers, directors and other management make
- 9 policies and decisions to be effectuated by PACIFIC GAS & ELECTRIC
- 10 COMPANY and/or otherwise play roles in providing directions and making
- 11 decisions for PACIFIC GAS & ELECTRIC COMPANY;
- 12 q. PG&E CORPORATION's officers, directors, and other management direct
- 13 certain financial decisions for PACIFIC GAS & ELECTRIC COMPANY
- 14 including the amount and nature of capital outlays;
- 15 r. PG&E CORPORATION's written guidelines, policies, and procedures
- 16 control PACIFIC GAS & ELECTRIC COMPANY, its employees, policies,
- 17 and practices;
- 18 s. PG&E CORPORATION files consolidated earnings statements factoring all
- 19 revenue and losses from PACIFIC GAS & ELECTRIC COMPANY as well
- 20 as consolidated tax returns, including those seeking tax relief; and/or, without
- 21 limitation;
- 22 t. PG&E CORPORATION generally directs and controls PACIFIC GAS &
- 23 ELECTRIC COMPANY's relationship with, requests to, and responses to
- 24 inquiries from, the California Public Utilities Commission and uses such
- 25 direction and control for the benefit of Defendant PG&E CORPORATION.

26 4.4 The true names of DOES 1 through 100, whether individual, corporate, associate, or

27 otherwise, are unknown to Plaintiffs who, under California Code of Civil Procedure Section 474,

28 sue these Defendants under fictitious names. Each of the fictitiously named Defendants is

1 responsible in some manner for the conduct alleged herein, including, without limitation, by way of
2 conspiracy, aiding, abetting, furnishing the means and/or acting in capacities that create agency,
3 respondeat superior, and/or predecessor-or successor-in-interest relationships with the Defendants.
4 The DOE Defendants are private individuals, associations, partnerships, corporations, or otherwise
5 that actively assisted and participated in the negligent and wrongful conduct alleged herein in ways
6 that are currently unknown to Plaintiffs. Some or all of the DOE Defendants may be residents of
7 the State of California. Plaintiffs may amend or seek to amend this Complaint to allege the true
8 names, capacities, and responsibility of these DOE Defendants once they are ascertained, and to add
9 additional facts and/or legal theories. Plaintiffs make all allegations contained this Complaint
10 against all Defendants, including DOES 1 through 100.

11 **5.0**

12 **BACKGROUND**

13 5.1 Prior to October 8, 2017 Defendants, and each of them, had a duty to properly
14 maintain and repair the electric transmission lines, and other equipment associated with their duty
15 to transmit electricity and to keep vegetation properly trimmed and maintained so as to prevent
16 contact with power lines and other electrical equipment. In the construction, repair, maintenance,
17 and operation of such equipment and power lines the Defendants, and each of them, had an
18 obligation to comply with statutes, regulations, and standards, specifically including, but not limited
19 to, Public Resource Code 4292, Public Resource Code 4293, General Order 95, and General Order
20 165. In addition, the Defendants, and each of them, were specifically aware that such standards and
21 regulations were minimum standards and that Defendants, and each of them, had a duty to make
22 their lines safe under all the exigencies created by the surrounding circumstances and conditions and
23 that a failure to do constituted negligence and would expose members of the general public to a
24 serious risk of injury or death.

25 5.2 At all times mentioned herein, Defendants, and each of them, were aware that the
26 State of California, had been in a state of drought, and even though it received more rain this past
27 winter, the summer months brought back drought like conditions. Defendants, and each of them,
28 were aware that the drought conditions had existed and were aware that fire danger was at an

extraordinarily high level, particularly given the increased vegetation arising from the 2017 winter rains. Defendants, and each of them, knew that if the power lines or other equipment came into contact with, or caused electricity to come into contact with vegetation it was probable that a fire would result and that, given the drought conditions, a resulting fire would likely result in the loss of life, significant damage to real and personal property and damage to members of the general public, including these Plaintiffs.

5.3 Defendants, and each of them, were negligent in that they failed to properly maintain, repair, and inspect the subject lines, equipment and adjacent vegetation and negligently failed to properly trim, prune, remove, and/or otherwise maintain vegetation near their electrical equipment so as to secure safety to the public in general, specifically including these Plaintiffs. As a direct, proximate, and legal result of the negligence of the Defendants, and each of them, Plaintiffs suffered the injuries and damages alleged herein.

5.4 On information and belief, beginning on or about October 8, 2017 as a direct proximately result of the negligence of the Defendants, and each of them, power lines and/or other electrical equipment came in contact with vegetation and caused the Wine Country Fires, which burned in excess of 220,000 acres, including property owned or occupied by these plaintiffs.

6.0

GENERAL ALLEGATIONS

6.1 Defendants are, and were, aware of the danger from fires in Sonoma, Mendocino, Santa Rosa, and Napa, Butte and Solano Counties during the summer months when environmental conditions are favorable for extensive conflagration and the high temperatures, absence of moisture, and the prevalence of wind renders the extinguishment of a burning fire difficult.

6.2 Wires and other equipment carrying electricity are a dangerous instrumentalities and a hazardous and dangerous activity requiring the exercise of increased care commensurate with and proportionate to that increased danger so as to make the transport of electricity through wires safe under all circumstances and exigencies offered by the surrounding environment, including the risk of fire.

111

1 6.3 Defendants failed in their duty to exercise care commensurate with and proportionate
2 to the combined danger of an area susceptible to wildfire and the dangerous activity of wires carrying
3 electricity, thereby being a substantial factor in the cause of the fires, as more fully set forth below.

4 6.4 The conditions and circumstances existing at the time of the ignition in known fire
5 origin areas, including the extended drought, high temperature, low humidity, and tinder-like
6 dryness of vegetation, were reasonably foreseeable, if not expected, by a reasonable and prudent
7 person and were reasonably foreseeable by and to be expected by, Defendants, especially with their
8 special knowledge and expertise.

9 6.5 This action seeks damages for each Plaintiff named in this case, according to their
10 individual proof, and not as a part of a "class action," for any and all harm they suffered as a result
11 of the Wine Country Fires. Plaintiffs are informed and believe and herein allege that PG&E, and
12 DOES 1-100 knew of the dangerous conditions of the property that eventually resulted in the Wine
13 Country Fires, but recklessly and with careless and conscious disregard to human life and safety
14 decided to ignore the fire risks, inclusive of warnings and danger signs regarding trees within in
15 close proximity to power lines, and other equipment that resulted in the Wine Country Fires. To
16 make sure that the necessary precautions are taken in the future, this action seeks punitive and
17 exemplary damages against Defendants.

18 7.0

19 **FIRST CAUSE OF ACTION**

20 **Negligence**

21 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY,**
22 **and DOES 1 through 100)**

23 7.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
24 forth herein at length.

25 7.2 Defendants PG&E CORPORATION and PACIFIC GAS & ELECTRIC
26 COMPANY, including their employee/agents DOES 1- 50, have a non-delegable duty to apply a
27 level of care commensurate with and proportionate to the danger of designing, engineering,
28 constructing, operating, and maintaining electrical transmission and distribution systems, including
vegetation clearance.

///

1 7.3 Defendants PG&E CORPORATION and PACIFIC GAS & ELECTRIC
2 COMPANY, including their employee/agents DOES 1- 50, have a non-delegable duty of vigilant
3 oversight in the maintenance, use, operation, repair, and inspection appropriate to the changing
4 conditions and circumstances of their electrical transmission and distribution systems.

5 7.4 Prior to the subject fire, Defendant PG&E hired, retained, contracted, allowed, and/or
6 otherwise collaborated with the DOE Defendants and/or other parties to perform work along and
7 maintain the network of distribution lines, infrastructure, and vegetation. The work for which the
8 DOE Defendants were hired involved a risk of fire that was peculiar to the nature of the agency
9 relationship. A reasonable property/easement owner and/or lessee in the position of the PG&E
10 knew, or should have recognized, the necessity of taking special precautions to protect adjoining
11 property owners against the risk of harm created by work performed, work to be performed, and/or
12 work otherwise not performed.

13 7.5 Defendants, and each of them, knew or should have known that the activities of the
14 DOE Defendants, and/or other parties, involved a risk that was peculiar to the operation of
15 Defendants' business that was foreseeable and arose from the nature and/or location of the work.
16 Notwithstanding this, Defendants, and each of them, failed to take reasonable precautions to protect
17 adjoining property owners against the foreseeable risk of harm created by their activities.

18 7.6 Defendants, and each of them, have special knowledge and expertise far above that
19 of a layperson that they were required to apply to the design, engineering, construction, use,
20 operation, inspection, repair, and maintenance of electrical lines, infrastructure, equipment, and
21 vegetation in order to assure safety under all the local conditions in their service area, including but
22 not limited to, those conditions identified herein.

23 7.7 Defendants negligently breached those duties by, among other things:

- 24 a. Failing to conduct reasonably prompt, proper, and frequent inspections of the
25 electrical transmission lines, wires, and associated equipment;
26 b. Failing to design, construct, monitor, and maintain high voltage transmission
27 and distribution lines in a manner that avoids igniting fire during long, dry
28 seasons by allowing those lines to withstand foreseeable conditions and avoid

- 1 igniting fires;
- 2 c. Failing to design, construct, operate, and maintain high voltage transmission
- 3 and distribution lines and equipment to withstand foreseeable conditions to
- 4 avoid igniting fires;
- 5 d. Failing to maintain and monitor high voltage transmission and distribution
- 6 lines in fire prone areas to avoid igniting fire and spreading fires;
- 7 e. Failing to install the equipment necessary, and/or to inspect and repair the
- 8 equipment installed, to prevent electrical transmission and distribution lines
- 9 from improperly sagging, operating or making contact with other metal wires
- 10 placed on its poles and igniting fires;
- 11 f. Failing to keep equipment in a safe condition at all times to prevent fires;
- 12 g. Failing to inspect vegetation within proximity to energized transmission and
- 13 distribution lines;
- 14 h. Failing to de-energize power lines during fire prone conditions;
- 15 i. Failing to de-energize power lines after the fire's ignition;
- 16 j. Failing to properly investigate, vet, hire, train, and supervise employees and
- 17 agents responsible for maintenance and inspection of the distribution lines;
- 18 k. Failing to implement and follow regulations and reasonably prudent practices
- 19 to avoid fire ignition;
- 20 l. Failing to properly investigate, monitor, and maintain vegetation sufficient to
- 21 mitigate the risk of fire.

22 7.8 The fire alleged herein was a direct, legal, and proximate result of the negligence of

23 Defendants PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 to

24 100, and each of them. Defendants, and each of them, further breached their duties owed to Plaintiffs

25 in that said Defendants (1) failed to comply with the applicable statutes, regulations and standards,

26 (2) failed to timely and properly maintain and inspect the subject line and adjacent vegetation,

27 (3) failed to properly cut, trim, prune, and/or otherwise keep vegetation from contact with its line,

28 and (4) failed to make the overhead lines safe under all the exigencies created by the surrounding

1 circumstances and conditions. Defendants, and each of them, negligently installed, constructed,
2 maintained, operated, inspected, and/or repaired the line and as a direct, proximate, and legal result
3 the line caused a fire and Plaintiffs' damages. As a direct, proximate, and legal result of said
4 negligence these Plaintiffs suffered damages as alleged herein.

5 7.9 At all times mentioned herein, Defendants PG&E CORPORATION, PACIFIC GAS
6 & ELECTRIC COMPANY, and DOES 1 to 100, and each of them, failed to properly inspect and
7 maintain the subject line and equipment which they knew, given the then existing drought
8 conditions, posed a risk of serious injury, damage or death to others, including Plaintiffs. Defendants
9 PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 to 100, and each
10 of them, were aware that if the subject line and/or subject equipment came in contact with vegetation
11 that a fire would likely result. Defendants, and each of them, also knew that, given the existing
12 drought like conditions, said fire was likely to pose a risk of serious injury, damage, and/or death to
13 the general public, including these Plaintiffs.

14 7.10 Over the past approximately 10 years Defendants, PG&E CORPORATION,
15 PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 to 100, and each of them, have been subject
16 to numerous fines and penalties as a result of PG&E's ongoing failure to abide by safety rules and
17 regulations. The most recent fine/penalty imposed on PG&E for safety violations occurred on
18 April 9, 2015, when the CPUC imposed a record \$1.6 billion for safety violations that resulted in
19 deaths, injuries, and destroyed homes related to the San Bruno Fire. One of the stated purposes of
20 the CPUC in rendering such a record fine against PG&E was to "ensure that nothing like this happens
21 again." PG&E was also subjected to significant fines and penalties for its role in causing the Butte
22 Fire. In addition, PG&E's disregard for safety has resulted in federal criminal charges. The United
23 States of America has charged PACIFIC GAS & ELECTRIC COMPANY with various crimes based
24 on PACIFIC GAS & ELECTRIC COMPANY's knowing and willful violation of various minimum
25 safety standards. Despite these penalties and fines - indeed just months after the imposition of the
26 \$1.6 billion fine/penalty for the safety violations related to the San Bruno Fire - these Defendants
27 have failed and refused to modify their behavior and they have continued to conduct their business
28 with a conscious disregard for the safety of the public. As a result of the continued actions by these

1 Defendants, in conscious disregard for the safety of others, the California Public Utilities
2 Commission has ordered an investigation into the culture of ignoring safety at PG&E. The CPUC
3 President has recognized that these Defendants have failed and refused to modify their conduct.
4 Despite penalties and fines, in July of 2015, the President of the CPUC, specifically stated:

5 **Despite major public attention, ongoing CPUC investigations (OIs)**
6 **and rulemakings (OIRs) into PG&E's actions and operations,**
7 **including the investigations we voted on today, federal grand jury, and**
8 **California Department of Justice investigation, continued safety lapses**
9 **at PG&E continue to occur.**

9 7.10 Nonetheless, Defendants continue to consciously disregard the safety of the public,
10 including these Plaintiffs. Since December 2008, Defendants PG&E CORPORATION, PACIFIC
11 GAS & ELECTRIC COMPANY and DOES 1 to 100, and each of them, have been responsible for
12 the deaths of at least fourteen people and burns and injuries suffered by at least 40 other people.
13 Defendants have admitted to putting profits over safety and to having violated safety regulations.
14 Prior to the Wine Country Fires, the PG&E Defendants, acting with conscious disregard for the
15 safety of others, caused the deaths of eight people and destroyed an entire neighborhood in San
16 Bruno, California. Defendants conduct continued with its role in causing the Butte Fire. The deaths,
17 injuries, and damage occasioned by the Wine Country Fires are the result of the ongoing custom and
18 practice of the Defendants, and each of them, of consciously disregarding the safety of the public
19 and not following statutes, regulations, standards and rules regarding their business operations.
20 Despite having caused the death and injury to numerous people, these Defendants have continued to
21 act in conscious disregard for the safety of others, and have ratified the conduct of their employees.
22 Upon information and belief, no employee has been disciplined or discharged as a result of failing
23 and/or refusing to comply with the regulations and/or as a result of the deaths of members of the
24 public. These Defendants, in order to cut costs, failed to properly inspect and maintain the subject
25 line and/or the subject equipment with full knowledge that any incident was likely to result in a fire
26 that would burn and/or kill people, damage property, and/or cause harm to the general public,
27 including these Plaintiffs. The actions of these Defendants, and each of them, did in fact result in
28 damages to these Plaintiffs. The Defendants and each of them, failed to make the proper inspections,

1 failed to properly maintain the lines, failed to properly trim vegetation, failed to properly and timely
2 remove vegetation, and failed to safely operate their line, in order to save money, while at the same
3 time spending millions of dollars on a television advertising campaign falsely representing to the
4 public that the defendants were acting in a safe manner.

5 7.11 The negligence of Defendants was a substantial factor in causing Plaintiffs' damages.

6 7.12 Defendants' failure to comply with their duties of care proximately caused damage to
7 Plaintiffs.

8 7.13 As a further direct and proximate result of Defendants' negligence, Plaintiffs suffered
9 damages including, but not limited to property damage, loss of cherished possessions, emotional
10 distress, annoyance, disturbance, inconvenience, and mental anguish, loss of quiet enjoyment of
11 their property, and costs related to Plaintiffs' evacuation.

12 7.14 As a further direct and proximate result of Defendants' negligence, Plaintiffs incurred
13 past and future medical expenses according to proof.

14 7.15 Further, the conduct alleged against Defendants in this complaint was despicable and
15 subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
16 oppression, for which Defendants must be punished by punitive and exemplary damages in an
17 amount according to proof. The conduct of the defendants evidences a conscious disregard for the
18 safety of others, including Plaintiffs. The Defendants' conduct was and is despicable conduct and
19 constitutes malice as defined by Civil Code Section 3294. An officer, director, or managing agent
20 of PG&E personally committed, authorized and/or ratified the despicable and wrongful conduct
21 alleged in this complaint. Plaintiffs are entitled to an award of punitive damages sufficient to punish
22 and make an example of these Defendants, and each of them.

23 **8.0**

SECOND CAUSE OF ACTION

Inverse Condemnation

24 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY,**
25 **and DOES 1 through 100, and each of them)**

26 8.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
27 forth herein at length.

28 ///

1 8.2 On or about October 8, 2017, Plaintiffs were owners of real property and/or personal
2 property located within Sonoma County.

3 8.3 Prior to and on October 8, 2017, Defendant installed, owned, operated, used,
4 controlled, and/or maintained power lines, and electrical equipment in the above mentioned counties.

5 8.4 On or about October 8, 2017, as a direct, necessary, and legal result of Defendants'
6 installation, ownership, operation, use, control, and/or maintenance for a public use of the power
7 lines and electrical equipment, Defendants' electrical lines and/or equipment came in contact with
8 vegetation and caused a wildfire which burned in excess of 220,000 acres, including property owned
9 or occupied by these plaintiffs. The fire damaged and/or destroyed Plaintiffs' real and/or personal
10 property.

11 8.5 The above described damage to Plaintiffs' property was proximately and substantially
12 caused by the actions of Defendants, and each of them, in that Defendants' installation, ownership,
13 operation, use, control, and/or maintenance for a public use of the power lines and equipment was
14 negligent and caused the subject fire.

15 8.6 Plaintiffs have not received adequate compensation for the damage to and/or
16 destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by the
17 Defendants, and each of them, without just compensation.

18 8.7 As a direct and legal result of the above-described damages to Plaintiffs' property
19 including loss of use, interference with access, enjoyment and marketability, and injury to personal
20 property, Plaintiffs have been damaged in an amount according to proof at trial.

21 8.8 Plaintiffs have incurred and will continue to incur attorney's, appraisal, and
22 engineering fees and costs because of Defendant's conduct, in amounts that cannot yet be
23 ascertained, but which are recoverable in this action under Code of Civil Procedure §1036.

24 9.0

25 **THIRD CAUSE OF ACTION**

26 **Trespass**

27 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY,**
28 **and DOES 1 through 100)**

29 9.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
30 forth herein at length.

1 9.2 At all times relevant herein, Plaintiffs were the owners and lawful occupiers of
2 property damaged by the Wine Country Fires.

3 9.3 Defendants negligently allowed the Wine Country Fires to ignite and/or spread out
4 of control, causing injury to Plaintiffs. The spread of a negligently caused fire to the land of another
5 constitutes a trespass.

6 9.4 Plaintiffs did not grant permission for Defendants to cause the Wine Country Fires to
7 enter their properties.

8 9.5 As a direct, proximate, and substantial cause of the trespass, Plaintiffs have suffered
9 and will continue to suffer damages, including but not limited to damage to property, discomfort,
10 annoyance, and emotional distress in an amount to be proved at the time of trial.

11 9.6 As a further direct and proximate result of the conduct of Defendants, Plaintiffs, have
12 hired and retained counsel to recover compensation for loss and damage and are entitled to recover
13 all attorney's fees, expert fees, consultant fees, and litigation costs and expense, as allowed under
14 California Code of Civil Procedure, Section 1021.9.

15 9.7 As a further direct and proximate result of the conduct of Defendants, Plaintiffs seek
16 treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as
17 allowed under California Civil Code, Section 3346.

18 9.8 Defendants' conduct was willful and wanton, and with a conscious contempt and
19 disdain for the disastrous consequences that Defendants knew could occur as a result of their
20 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, which is an
21 appropriate predicate fact for an award of exemplary/punitive damages in a sum according to proof.

22 **10.0**

23 **FOURTH CAUSE OF ACTION**

24 **Private Nuisance**

25 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY,**
26 **and DOES 1 through 100)**

27 10.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
28 forth herein at length.

 10.2 Defendants' actions, conduct, omissions, negligence, trespass and failure to act
resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs property, invaded

1 the right to use the Plaintiffs' property, and interfered with the enjoyment of Plaintiffs' property,
2 causing the Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance,
3 pursuant to California Civil Code Section 3479.

4 10.3 As a direct and proximate result of the conduct of Defendants, Plaintiffs sustained
5 loss and damage, including but not limited to damage to property, discomfort, annoyance, and
6 emotional distress, the amount of which will be proven at trial.

7 10.4 Defendants' conduct was willful and wanton, and with a conscious contempt and
8 disdain for the disastrous consequences that Defendants knew could occur as a result of their
9 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, which is an
10 appropriate predicate fact for an award of exemplary/punitive damages in a sum according to proof.

11 **11.0**

12 **FIFTH CAUSE OF ACTION**

13 **Violation of Public Utilities Code 2106**

14 **(Against PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 100)**

15 11.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
16 forth herein at length.

17 11.2 As Public Utilities, Defendants are legally required to comply with the rules and
18 orders promulgated by the California Public Utilities Commission pursuant to Public Utilities Code
19 Section 702.

20 11.3 Public Utilities that perform or fail to perform something required to be done by the
21 California Constitution, a law of the State, or a regulation or order of the Public Utilities
22 Commission, which leads to loss or injury, is liable for that loss or injury, pursuant to Public Utilities
23 Code Section 2106.

24 11.4 As Public Utilities, Defendants are required to provide and maintain service,
25 equipment and facilities in a manner adequate to maintain the safety, health and convenience of their
26 customers and the public, pursuant to Public Utilities Code Section 451.

27 11.5 Defendants are required to design, engineer, construct, operate, and maintain
28 electrical supply lines and associated equipment in a manner consonant with their use, taking into
consideration local conditions and other circumstances, so as to provide safe and adequate electric

1 service, pursuant to Public Utility Commission General Order 95, Rule 33.1 and General Order 165.

2 11.6 Defendants are required to maintain vegetation in compliance with California Public
3 Resources Code Sections 4293, 4294, 4435 and Health & Safety Code Section 13001.

4 11.7 Through their conduct alleged herein, Defendants violated Public Utilities Code
5 Sections 702, 451 and/or Public Utilities Commission General Order 95, thereby making them liable
6 for losses, damages and injury sustained by Plaintiff pursuant to Public Utilities Code Section 2106.

7 12.0

8 **SIXTH CAUSE OF ACTION**

9 **Violation of Health & Safety Code §13007**

10 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY,
11 and DOES 1 through 100)**

12 12.1 Plaintiffs hereby re-allege and incorporate by reference each and every allegation
13 contained above as though the same were set forth herein in full.

14 12.2 By engaging in the acts and omissions alleged in this Complaint, Defendants, and
15 each of them, willfully, negligently, and in violation of law, set fire to and/or allowed fire to be set
16 to the property of another in violation of California Health & Safety Code § 13007.

17 12.3 As a legal result of Defendants' violation of California Health & Safety Code
18 § 13007, Plaintiffs suffered recoverable damages to property under California Health & Safety Code
19 § 13007.21

20 12.4 As a further legal result of the violation of California Health & Safety Code § 13007
21 by Defendants, Plaintiffs suffered damages that are entitled to reasonable attorney's fees under
22 California Code of Civil Procedure § 1021.9 for the prosecution of this cause of action.

23 12.5 Further, the conduct alleged against Defendant in this complaint was despicable and
24 subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
25 oppression, for which Defendants must be punished by punitive and exemplary damages in an
26 amount according to proof. Defendants' conduct was carried on with a willful and conscious
27 disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendant must be
28 punished by punitive and exemplary damages according to proof. An officer, director, or managing
agent of PG&E personally committed, authorized and/or ratified the despicable and wrongful
conduct alleged in this complaint.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment against Defendants, PG&E CORPORATION,
3 PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 100, each of them, as follows:
4

5 **For Negligence, Trespass, Nuisance, Violation of Public Utilities Code 2106 and Violation of**
6 **Health & Safety Code §13007**

- 7 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal
8 and/or real property;
9 2. Loss of the use, alternative living expenses, benefit, goodwill, and enjoyment of
10 Plaintiffs' real and/or personal property;
11 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any
12 related displacement expenses;
13 4. Past and future medical expenses and incidental expenses according to proof at trial;
14 5. Attorney's fees, expert fees, consultant fees, and litigation costs and expense, as
15 allowed under California Code of Civil Procedure, Section 1021.9;
16 6. Treble or double damages for wrongful injuries to timber, trees, or underwood on
17 their property, as allowed under California Civil Code, Section 3346;
18 7. Punitive/exemplary damages;
19 8. All costs of suit;
20 9. Prejudgment interest, according to proof; and
21 10. General damages for fear, worry, annoyance, disturbance, inconvenience, mental
22 anguish, emotional distress, loss of quiet enjoyment of property, personal injury, and
23 for such other and further relief as the Court shall deem proper, all according to proof.
24

25 **For Inverse Condemnation**

- 26 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal
27 and/or real property;

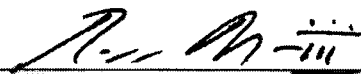
28 ///

2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal property;
3. Loss of wages, earning capacity, and/or business profits or proceeds, and/or any related displacement expenses;
4. All costs of suit, including attorneys' fees where appropriate, appraisal fees, engineering fees, and related costs;
5. Prejudgment interest according to proof;
6. For such other and further relief as the Court shall deem proper, all according to proof.

Dated: October 17, 2017

ROBINS CLOUD LLP

By


Bill Robins III
Robert T. Bryson
Kevin M. Pollack
Attorneys for Plaintiffs


JURY TRIAL DEMAND

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

Dated: October 17, 2017

ROBINS CLOUD LLP

By


Bill Robins III
Robert T. Bryson
Kevin M. Pollack
Attorneys for Plaintiffs