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16 *Pro Hac Vice* Applications to be Filed
17 **Attorneys for Plaintiffs**

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SONOMA**

20 MAYACAMA GOLF CLUB, LLC, a Delaware) CASE NO: SCV-266679
Limited Liability Company; MAYACAMA)

21 INVESTMENTS, LLC, a Delaware Limited) **COMPLAINT AND JURY DEMAND**
Liability Company; MAYACAMA COTTAGE)

22 INVESTMENTS, LLC, a Delaware Limited) **1. Inverse Condemnation**
Liability Company; MAYACAMA) **2. Negligence**

23 RESIDENCE ASSOCIATION, a California) **3. Violations per PUC §2106**
Corporation; EDWARD KOZEL, an individual;) **4. Premises Liability**

24 SARA T. KOZEL, an individual; CAPELLA) **5. Trespass**
ASSETS LLC, a California Limited Liability) **6. Public Nuisance**

25 Company; STARRY SKIES RANCH LLC, a) **7. Private Nuisance**
California Limited Liability Company;) **8. Violations of Health & Safety**

26 BUCKEYE CREEK RANCH, LLC, a) **Code §13007**
California Limited Liability Company;)

27 BUCKEYE CREEK RANCH, LLC, a)
California Limited Liability Company;)

28

1 BENNETT B. McMICKING, individually and)
as Trustee of the BENNETT BIRNEY)
2 McMICKING TRUST AS AMENDED AND)
RESTATED JUNE 27, 2003; SHARON S.)
3 McMICKING, individually and as Trustee of)
the BENNETT BIRNEY McMICKING TRUST)
4 AS AMENDED AND RESTATED JUNE 27,)
2003; ROBERT S. FOPPOLI, individually and)
5 as Trustee of THE ROBERT S. FOPPOLI)
6 TRUST, DATED AUGUST 31, 2018;)
GREGORY HAGEN, an individual; NAHED)
7 HUSARY, an individual; CADE IMM, an)
individual; COLIN IMM, an individual; MARY)
8 E. IMM, an individual; GUILLERMO)
9 RODRIGUEZ-McCANN, an individual;)
CARLA McCANN, an individual; BRENT L.)
10 McMICKING, individually and as Trustee of)
the BRENT L. McMICKING LIVING TRUST)
11 DATED FEBRUARY 14, 1997;)
JONATHAN WILHELM, an individual;)
12 PATRICK WILHELM, an individual;)
NICHOLAS WILHELM, an individual;)
13 ELIZABETH THORNHILL, an individual;)
14 S & V, INC., a Nevada Corporation; STEPHEN)
BAILEY, an individual; VICKI BAILEY, an)
15 individual; MADRONA PROPERTY)
16 COMPANY, INC., a California Corporation)
d/b/a STUHMULLER VINEYARDS;)
17 STUHMULLER VINEYARD PROPERTIES,)
LP, a California Limited Partnership;)
18 TAYMAN PARK GOLF GROUP, INC., a)
California Corporation; JEFFREY JOHN)
19 THOMSEN, individually and as Trustee of the)
THOMSEN FAMILY REVOCABLE TRUST;)
20 TWO KINGS WINE COMPANY, LLC, a)
21 Limited Liability Company, d/b/a)
CHRISTOPHER CREEK WINERY; VISZLAY)
22 VINEYARDS, LLC, a California Limited)
Liability Company; RICHARD WESTON,)
23 individually and as Trustee of the HELEN L.)
WESTON FAMILY TRUST; CAROLYN)
24 WESTON, an individual; HOTEL)
25 HEALDSBURG, LLC, a California Limited)
Liability Company; H2HOTEL, LLC, a)
26 California Limited Liability Company; PIAZZA)
HOTEL MANAGEMENT, LLC, a California)
27 Limited Liability Company d/b/a PIAZZA)
28 HOSPITALITY; 227 HEALDSBURG AVE.)

1 LLC, a California Limited Liability Company;)
2 COSTEAUX FRENCH BAKERY, INC., a)
3 California Corporation; DRY CREEK INN)
4 LIMITED PARTNERSHIP, a California)
5 Limited Partnership d/b/a BEST WESTERN)
6 DRY CREEK INN; SONOMA VALLEY INN)
7 OPERATING COMPANY LLC, a Nevada)
8 Limited Liability Company d/b/a BEST)
9 WESTERN SONOMA VALLEY INN;)
10 STEVEN R. ROGERS, individually and as)
11 Trustee of THE STEVEN R. ROGERS AND)
12 KIMBERLY G. ROGERS 2019 TRUST;)
13 KIMBERLY G. ROGERS, individually and as)
14 Trustee of THE STEVEN R. ROGERS AND)
15 KIMBERLY G. ROGERS 2019 TRUST; and)
16 SCOPA II, LLC, a California Limited Liability)
17 Company d/b/a CAMPO FINA,)

11 Plaintiffs,)

12 v.)

13 PACIFIC GAS AND ELECTRIC COMPANY,)
14 a California Corporation; PG&E)
15 CORPORATION, a California Corporation, and)
16 DOES 1 through 100, inclusive.)

16 Defendants.)

18
19 Plaintiffs, MAYACAMA GOLF CLUB, LLC, a Delaware Limited Liability Company;
20 MAYACAMA INVESTMENTS, LLC, a Delaware Limited Liability Company; MAYACAMA
21 COTTAGE INVESTMENTS, LLC, a Delaware Limited Liability Company; MAYACAMA
22 RESIDENCE ASSOCIATION, a California Corporation; EDWARD KOZEL, an individual; SARA T.
23 KOZEL, an individual; CAPELLA ASSETS LLC, a California Limited Liability Company; STARRY
24 SKIES RANCH LLC, a California Limited Liability Company; BUCKEYE CREEK RANCH, LLC, a
25 California Limited Liability Company; BENNETT B. McMICKING, individually and as Trustee of the
26 BENNETT BIRNEY McMICKING TRUST AS AMENDED AND RESTATED JUNE 27, 2003;
27

1 SHARON S. McMICKING, individually and as Trustee of the BENNETT BIRNEY McMICKING
2 TRUST AS AMENDED AND RESTATED JUNE 27, 2003; ROBERT S. FOPPOLI, individually and
3 as Trustee of THE ROBERT S. FOPPOLI TRUST, DATED AUGUST 31, 2018; GREGORY HAGEN,
4 an individual; NAHED HUSARY, an individual; CADE IMM, an individual; COLIN IMM, an
5 individual; MARY E. IMM, an individual; GUILLERMO RODRIGUEZ-McCANN, an individual;
6 CARLA McCANN, an individual; BRENT L. McMICKING, individually and as Trustee of the BRENT
7 L. McMICKING LIVING TRUST DATED FEBRUARY 14, 1997; JONATHAN WILHELM, an
8 individual; PATRICK WILHELM, an individual; NICHOLAS WILHELM, an individual; ELIZABETH
9 THORNHILL, an individual; S & V, INC., a Nevada Corporation; STEPHEN BAILEY, an individual;
10 VICKI BAILEY, an individual; MADRONA PROPERTY COMPANY, INC., dba STUHLMULLER
11 VINEYARDS, a California Corporation; STUHLMULLER VINEYARD PROPERTIES, LP, a
12 California Limited Partnership; TAYMAN PARK GOLF GROUP, INC., a California Corporation;
13 JEFFREY JOHN THOMSEN, individually and as Trustee of the THOMSEN FAMILY REVOCABLE
14 TRUST; TWO KINGS WINE COMPANY, LLC, a Limited Liability Company, d/b/a CHRISTOPHER
15 CREEK WINERY; VISZLAY VINEYARDS, LLC, a California Limited Liability Company;
16 RICHARD WESTON, individually and as Trustee of the HELEN L. WESTON FAMILY TRUST;
17 CAROLYN WESTON, an individual; HOTEL HEALDSBURG, LLC, a California Limited Liability
18 Company; H2HOTEL, LLC, a California Limited Liability Company; PIAZZA HOTEL
19 MANAGEMENT, LLC, a California Limited Liability Company d/b/a PIAZZA HOSPITALITY; 227
20 HEALDSBURG AVE. LLC, a California Limited Liability Company; COSTEAUX FRENCH
21 BAKERY, INC., a California Corporation; DRY CREEK INN LIMITED PARTNERSHIP, a California
22 Limited Partnership d/b/a BEST WESTERN DRY CREEK INN; SONOMA VALLEY INN
23 OPERATING COMPANY LLC, a Nevada Limited Liability Company d/b/a BEST WESTERN
24 SONOMA VALLEY INN; STEVEN R. ROGERS, individually and as Trustee of THE STEVEN R.
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26
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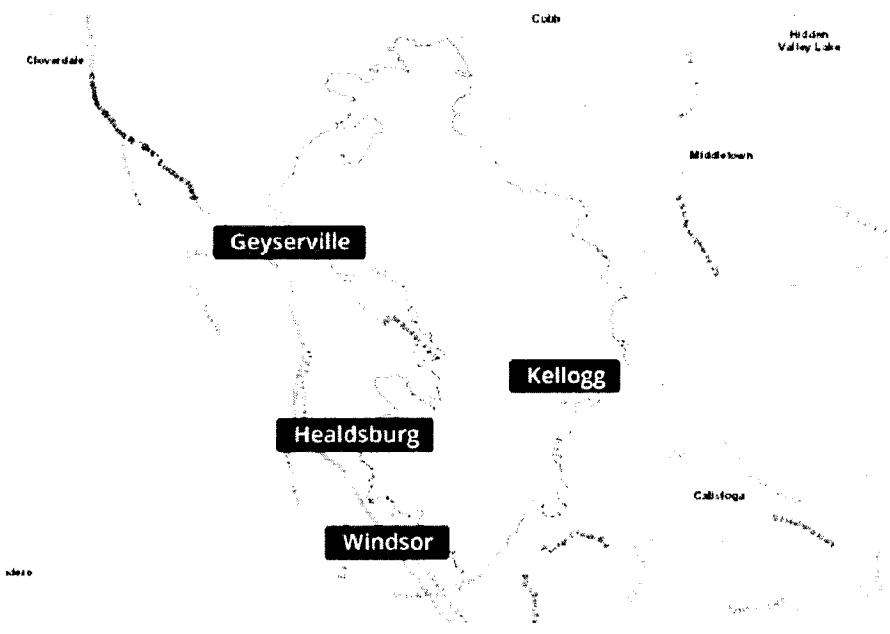
1 ROGERS AND KIMBERLY G. ROGERS 2019 TRUST; KIMBERLY G. ROGERS, individually and
2 as Trustee of THE STEVEN R. ROGERS AND KIMBERLY G. ROGERS 2019 TRUST; and SCOPA
3 II, LLC, a California Limited Liability Company d/b/a CAMPO FINA (“Plaintiffs”), by and through
4 their undersigned counsel, file this Complaint against PG&E Corporation, Pacific Gas and Electric
5 Company, and DOES 1 through 100, inclusive (collectively “Defendants”). The exact names and
6 capacities in which Plaintiffs are suing may be presently unknown and therefore Plaintiffs bring this
7 action in their capacities as individuals, trustees, executors, officers, guardians ad litem, members,
8 shareholders, heirs, survivors, and principals, as may be applicable.
9

10 I. INTRODUCTION

11 1. Plaintiffs bring this action for damages against Defendants PG&E CORPORATION, a
12 California Corporation, PACIFIC GAS & ELECTRIC COMPANY, a California Corporation
13 (collectively, “PG&E” or the “PG&E Defendants”), and DOES 1-100, inclusive, for damages they
14 suffered arising out of a fire which started at approximately 9:27 p.m. on October 23, 2019, at John
15 Kincade Road and Burned Mountain Road, northeast of Geyserville in Sonoma County, California. This
16 fire has since been named the “Kincade Fire.”

17 2. The Kincade Fire torched and terrorized the towns of Healdsburg, Geyserville, and
18 Windsor. The Kincade Fire tore through and burned 78,000 acres, destroyed 374 structures and
19 damaged an additional 60 structures. Over 190,000 residents were evacuated and four people were
20 injured.

21 3. The map below shows the current fire perimeter of the Kincade Fire:
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11 4. The Kincadee Fire started when a high voltage transmission line failed before power
12 was shut off to the transmission line igniting a vegetation fire.

13
14 5. Plaintiffs are among those damaged by the Kincadee Fire. Each Plaintiff individually
15 seeks just compensation and damages as more particularly described below.

16 **II. JURISDICTION AND VENUE**

17 6. This Court has jurisdiction over this matter pursuant to Code of Civil Procedure §§
18 395(a) and 410.10 because both PG&E Corporation and Pacific Gas & Electric Company are
19 incorporated in California, have their headquarters in San Francisco, California, engage in the bulk of
20 their corporate activities in California, and maintain the majority of their corporate assets in
21 California.

22 7. Venue is proper in Sonoma County pursuant to California Code of Civil Procedure §
23 395.5 because both PG&E Corporation and Pacific Gas & Electric Company perform business in
24 Sonoma County, and a substantial part of the events, acts, omissions, and transactions complained of
25 occurred in Sonoma County.

26 8. The amount in controversy exceeds the jurisdictional minimum of this Court.

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III. THE PARTIES

A. PLAINTIFFS

9. The Plaintiffs are individuals, business entities, citizens, residents, domiciliaries, and/or property owners who, at all relevant times, resided in, owned property in, worked in, or conducted business in Sonoma County, California. All of the claims arise from events that occurred within the county of Sonoma, California; and all of the damages, losses, and injuries suffered by Plaintiffs occurred in the county of Sonoma.

B. DEFENDANTS

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

11. Defendant Pacific Gas & Electric Company, the primary operating subsidiary of PG&E Corporation, is incorporated in California and headquartered in San Francisco, California. Defendant Pacific Gas & Electric Company provides public utility services that include the transmission and distribution of natural gas, and the generation, transmission, and distribution of electricity to millions of customers in Northern and Central California, including the residents of Sonoma County.

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

- a. The PG&E Defendants operate as a single business enterprise out of the same building located at 77 Beale Street, San Francisco, California, for the purpose of effectuating and carrying out PG&E Corporation's business and operations and/or for the benefit of PG&E Corporation;
- b. The PG&E Defendants do not operate as completely separate entities, but rather, integrate their resources to achieve a common business purpose;

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

1 and/or coordinated Benefits Committee controlled by PG&E Corporation and
2 administered by common trustees and administrators;

3 m. The PG&E Defendants have unified personnel policies and practices and/or a
4 consolidated personnel organization or structure;

5
6 n. The PG&E Defendants have unified accounting policies and practices dictated by
7 PG&E Corporation and/or common or integrated accounting organizations or
8 personnel;

9
10 o. The PG&E Defendants are represented by common legal counsel;

11 p. PG&E Corporation's officers, directors, and other management make policies and
12 decisions to be effectuated by Pacific Gas & Electric Company and/or otherwise play
13 roles in providing directions and making decisions for Pacific Gas & Electric
14 Company;

15
16 q. PG&E Corporation's officers, directors, and other management direct certain financial
17 decisions for Pacific Gas & Electric Company including the amount and nature of
18 capital outlays;

19
20 r. PG&E Corporation's written guidelines, policies, and procedures control Pacific Gas
21 & Electric Company's employees, policies, and practices;

22
23 s. PG&E Corporation files consolidated earnings statements factoring in all revenue and
24 losses from Pacific Gas & Electric Company, as well as consolidated tax returns,
25 including those seeking tax relief; and/or, without limitation;

26
27 t. PG&E Corporation generally directs and controls Pacific Gas & Electric Company's
28

1 relationship with, requests to, and responses to inquiries from, the CPUC and uses such
2 direction and control for the benefit of PG&E Corporation.

3 13. The true names and capacities, whether individual, corporate, associate, or otherwise
4 of Defendants Does 1 through 100, are unknown to Plaintiffs who, under Code of Civil Procedure §
5 474, sue these Doe Defendants under fictitious names. Plaintiffs will amend this complaint to show
6 the true names and capacities of Doe Defendants when they are ascertained. Each of the Doe
7 Defendants is in some manner legally responsible for the occurrences alleged in this Complaint, and
8 Plaintiffs' damages as alleged were legally caused by each of those Doe Defendants.

9
10 14. At all relevant times, each of the Defendants were the partners, principals, agents,
11 employees, servants, and joint venturers of each other, and in doing the things alleged in this
12 Complaint were acting within the course and scope of their authority and relationship as partners,
13 principals, agents, employees, servants, and joint venturers with the permission, knowledge, and
14 consent of each other

15 IV. THE FACTS

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

17 15. PG&E owns, installs, constructs, operates, and maintains overhead power lines,
18 together with supporting towers and appurtenances throughout Northern and Central California for the
19 purpose of transmitting and distributing electricity to the general public. PG&E transmission lines
20 existed near the origin point of the Kincade Fire and the failure of the Geysers #9 Lakeville 230kV
21 line was the cause of the fire.

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

25
26 17. At all times PG&E had and continues to have a duty to properly construct, inspect,
27 repair, maintain, manage, and operate its transmission lines and other electrical equipment.

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

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

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

18 21. PG&E knew or should have known that a breach of those standards and duties
19 constituted negligence and would expose members of the general public to risk of death, injury, and
20 damage to their property.
21

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

23 22. PG&E's safety record is an abomination. PG&E has developed a regular pattern of
24 placing its own profits before the safety of the California residents it serves and shows no intention of
25 changing this behavior.

26 23. The Kincade Fire was not an isolated incident. PG&E has a long history of safety
27 lapses resulting in injury and death to California residents, as well as destruction and damage to their
28

1 property:

- 2 a. **1981 San Francisco Gas Explosion**: A PG&E gas main in downtown San
3 Francisco exploded, forcing 30,000 people to evacuate. It took workers nine hours
4 to shut off the gas main's manual shut off valves and stop the flow of gas that
5 continued to feed the flames in the interim.
6
- 7 b. **1992 Santa Rosa Gas Explosion**: Two people were killed and three others
8 were injured when a PG&E gas line exploded in Santa Rosa. The pipeline was
9 improperly marked, failing to give proper notice to contractors working in the
10 area. A contractor hit the pipe with a backhoe, causing the pipe to leak several
11 months later.
12
- 13 c. **1994 Trauner Fire**: The Trauner Fire burned down a historic schoolhouse and
14 12 homes near the scenic Gold Rush town of Rough and Ready. Investigators
15 determined that the Trauner Fire began when a 21,000-volt power line brushed
16 against a tree limb that PG&E had failed to keep trimmed. Through random spot
17 inspections, the investigators found hundreds of safety violations in the area
18 near the Trauner Fire, approximately 200 of which involved contact between
19 vegetation and PG&E's power lines. In June 1997, a Nevada County jury found
20 PG&E guilty of 739 counts of criminal negligence and it was required to pay \$24
21 million in penalties. After the trial, a 1998 CPUC report revealed that PG&E
22 diverted \$77.6 million from its tree trimming budget to other uses from 1987 to
23 1994. During that same time, PG&E underspent its authorized budgets for
24 maintaining its systems by \$495 million and, instead, used this money to boost
25 corporate profits.
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1 d. **1996 Mission Substation Electrical Fire:** At approximately 1:00 AM on
2 November 27, 1996, a cable splice at PG&E's Mission Substation in San Francisco
3 short-circuited, burning and melting the insulation around the splice. Smoke from
4 the fire rose through a floor opening above the splice into a switch cabinet. That
5 smoke was so thick that it caused a flashover between phases of the bus bars
6 connecting the overhead N bus to the switch. This caused insulation on the N bus
7 to ignite and a circuit breaker to open, resulting in the loss of power to a group
8 of PG&E customers. The substation was unmanned at the time and the fire was
9 only discovered by chance by an employee who had stopped by the substation to
10 use the restroom.

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

19
20 f. **2003 Mission Substation Electrical Fire:** One third of San Francisco lost
21 power following a 2003 fire at PG&E's Mission District Substation. The fire
22 burned for nearly two hours before PG&E workers arrived on the scene to
23 discover the damage. The CPUC report of the investigation, described PG&E's
24 careless approach to safety and apparent inability to learn from its past mistakes,
25 stating "PG&E did not implement its own recommendations from its own
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27
28

1 investigation of the 1996 fire.”¹

2 g. **2004 Sims Fire:** In July 2004, the Sims Fire burned over 4,000 acres of forest
3 land in the Six Rivers National Forest and the Trinity National Forest. A federal
4 lawsuit alleged that PG&E failed to remove a decaying tree, which fell on a
5 transmission line and ignited the blaze.
6

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

14 i. **2004 Power Fire:** In October 2004, the Power Fire burned approximately 17,000
15 acres on the Eldorado National Forest and on private timberlands. A federal
16 lawsuit alleged that the Power Fire was ignited by a lit cigarette that was
17 dropped by a PG&E tree trimming contractor. PG&E and its contractor paid the
18 federal government \$45 million to settle the lawsuit.
19

20 j. **2005 San Francisco Electrical Explosion:** In August 2005, a PG&E electrical
21 transformer exploded beneath the San Francisco financial district at Kearny and
22 Post Streets, severely burning a woman who had been walking by. A lawsuit by
23 the injured woman settled for an undisclosed sum.
24
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28 ¹ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.pdf>

1 k. **2008 Rancho Cordova Gas Explosion**: An explosion and fire caused by a natural
2 gas leak destroyed a residence in Rancho Cordova, California, killing one person,
3 injuring five others, and causing damage to several other nearby homes in
4 December of 2008. The cause of the explosion was the use of a section of
5 unmarked and out-of-specification pipe with inadequate wall thickness that
6 allowed gas to leak from a mechanical coupling installed approximately two years
7 earlier. In November 2010, the CPUC filed administrative charges alleging that
8 PG&E was at fault for the blast because PG&E should have discovered the
9 improper repair job that caused the explosion but failed to timely do so. As a result,
10 the CPUC required PG&E to pay a \$38 million fine.
11

12
13 l. **2008 Whiskey Fire**: The June 2008 Whiskey Fire burned more than 5,000 acres
14 of land in the Mendocino National Forest. The fire started when a gray pine tree
15 that did not have the required clearance from a PG&E transmission line came into
16 contact with the line. PG&E and its contractors agreed to pay \$5.5 million to settle
17 a federal lawsuit.
18

19 m. **2009 San Francisco Electrical Explosion**: In June 2009, a PG&E underground
20 vault exploded in downtown San Francisco leaving thousands without power.
21

22 n. **2010 San Bruno Gas Explosion**: On September 9, 2010, PG&E's disregard of
23 public safety caused the death of eight people, injured 58 people, and destroyed
24 an entire neighborhood in San Bruno, California, when one of its gas pipelines
25 exploded and burst into flames. After the explosion, the NTSB issued a report
26 that blamed the disaster on PG&E's poor management of its pipeline. In April
27 2015, the CPUC slapped PG&E with a \$1.6 billion fine for causing the explosion
28

1 and diverting maintenance funds into stockholder dividends and executive
2 bonuses. Further, in January 2017, a federal jury found PG&E guilty of six felony
3 charges. The judge ordered it to pay \$3 million in fines for causing the
4 explosion, and ordered PG&E to submit to court supervision of its natural gas
5 operations. .

6
7 o. **2014 Carmel Gas Explosion:** In 2014, PG&E employees damaged a gas pipeline
8 in Carmel while digging because they lacked the legally required records on the
9 location of the pipeline. Gas escaping from the pipeline exploded and destroyed an
10 unoccupied cottage. The CPUC fined PG&E \$37.3 million and PG&E paid an
11 additional \$1.6 million to settle a related lawsuit filed by the City of Carmel.
12

13 p. **2015 San Francisco Electrical Explosion:** In September 2015, a PG&E
14 underground transformer exploded in Bernal Heights, injuring two people, one of
15 them critically.
16

17 q. **2015 Butte Fire in Calaveras County:** On September 9, 2015, the Butte Fire
18 ignited when a 44 foot tall, weak grey pine tree that should have been removed by
19 PG&E struck a 12,000-volt overhead power line that was owned and operated by
20 PG&E. The resulting fire burned for 22 days, killing two people, burning over
21 70,000 acres, and destroying and damaging 475 residences, 343 outbuildings,
22 and 45 other structures. The fire also left tens of thousands of dead or dying trees
23 and the risk of water pollution and erosion in its wake. Thousands of people were
24 forced to evacuate their homes, and thousands were damaged in their person and
25 property.
26

27
28 r. **2017 North Bay Fires:** On or around the night of Sunday, October 8, 2017, the

1 North Bay Fires started when power lines, transformers, conductors, poles,
2 insulators, reclosers, and/or other electrical equipment constructed, owned,
3 operated, managed, and/or maintained by PG&E fell down, broke, failed, sparked,
4 exploded, and/or came into contact with vegetation. The North Bay Fires were
5 series of fires with numerous origin points all caused by PG&E's disregard of
6 mandated safety practices and the foreseeable risks associated with its unsafe
7 infrastructure. The North Bay Fires claimed the lives of at least 43 people and
8 injured many others, burned over 245,000 acres, destroyed over 14,700 homes,
9 and displaced around 100,000 people.

11 s. **2018 Camp Fire**: On or about the morning of November 8, 2018, the Camp Fire
12 started when a poorly maintained electrical transmission and distribution lines
13 owned and operated by PG&E failed igniting a vegetation fire. The Camp Fire
14 claimed the lives of 85 people and injured many others, burned over 153,335
15 acres, and destroyed 18,804 structures, of which almost 14,000 were residences.
16 Approximately 30,000 people lost their homes due to the Camp Fire. PG&E pled
17 guilty to 84 counts of involuntary manslaughter in connection with the Camp Fire
18 as well as one count of unlawfully and recklessly causing the fire.
19
20

21 **C. PG&E'S INEXCUSABLE BEHAVIOR CONTRIBUTED TO THE CAUSE OF THE
22 KINCADE FIRE**

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

25 24. On May 6, 2013, a report was sent to the Safety and Enforcement Division of the CPUC
26 from the Liberty Consulting Group who had been retained to conduct an independent review of capital
27 and operations and maintenance expenditures proposed by PG&E (hereinafter the "2013 Liberty
28

1 Report”).² The 2013 Liberty Report concluded that: “several aspects of the PG&E distribution system
2 present significant safety issues.” It also found: (a) “addressing risks associated with electrical
3 distribution components has been overshadowed by electric transmission and gas facilities;” (b)
4 “addressing aging infrastructure and adding SCADA to the system comprise the major focuses of
5 safety initiatives for the distribution system;” and (c) “current employee/contractor serious injury and
6 fatality levels require significantly greater mitigation.”

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

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

17 26. The 2013 Liberty Report specifically recommended that “PG&E treat aging
18 infrastructure as an enterprise-level risk.”

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

26
27
28 ² <http://docs.cpuc.ca.gov/publisheddocs/efile/g000/m065/k394/65394210.pdf>

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

5 29. PG&E’s failure to treat its aging infrastructure as an enterprise-level risk in a
6 reasonable manner contributed to the cause of the Kincade Fire.

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

8 30. PG&E failed to perform the necessary inspections, maintenance, repair, and/or
9 replacement of its electrical equipment.

10
11 31. For example, a 2015 audit of PG&E’s Sonoma Division revealed that from August of
12 2010 to September 21, 2015, there were 3,527 work orders in the area of the Kincade Fire that were
13 completed past the date of corrective action.³ This number shows a staggering disregard of the safety to
14 the people who eventually found themselves in the path of the Kincade Fire.

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

18 33. Further, records maintained by Cal Fire indicate that approximately 132 fires in
19 Sonoma County were caused by electrical equipment from 2011 through 2017.⁵ In 2017, electrical
20 power problems sparked the burning of 249,501 acres across California and caused more than \$12
21 million in damages.⁶

22
23 34. According to the 2017 CPUC “Order Instituting Investigation into the Creation of a
24

25 ³
26 https://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_Safety_and_Reliability/Reports_and_Audits/Electric_Facilities/EA2015-018.pdf

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

28 ⁵ <https://www.fire.ca.gov/stats-events/>

⁶ https://www.fire.ca.gov/media/10059/2017_redbook_final.pdf

1 Shared Database or Statewide Census of Utility Poles and Conduit”:

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

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

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

20 35. PG&E’s failure to conduct proper and regular inspections of its equipment and failure
21 to make necessary repairs contributed to the cause of the Kincade Fire.

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

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

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

However, as we saw in Section V.F.3 above, the Overland Audit explains how
PG&E systematically underfunded GT&S integrity management and

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

1 maintenance operations for the years 2008 through 2010. PG&E engaged in a 'run
2 to failure' strategy whereby it deferred needed maintenance projects and changed
3 the assessment method for several pipelines from ILI to the less informative
4 ECDA approach – all to increase its profits even further beyond its already
5 generous authorized rate of return, which averaged 11.2% between 1996 and
6 2010.

7 Given PG&E's excessive profits over the period of the Overland Audit, there is
8 no reason to believe that Overland's example regarding GT&S operations
9 between 2008 and 2010 was unique. The IRP Report supplements the Overland
10 Audit findings with additional examples of PG&E management's commitment to
11 profits over safety. Thus, it is evident that while the example of GT&S
12 underfunding between 2008 and 2010 might be extreme, it was not an isolated
13 incident; rather, it represents the culmination of PG&E management's long
14 standing policy to squeeze every nickel it could from PG&E gas operations and
15 maintenance, regardless of the long term 'run to failure' impacts. And PG&E has
16 offered no evidence to the contrary.⁸

17 38. PG&E's failure to address this "run to failure" approach to maintenance contributed to
18 the cause of the Kincade Fire.

19 **5. PG&E's Purchase of Insurance Coverage for Punitive Damages**

20 39. Insurance Code § 533 provides in pertinent part: "An insurer is not liable for a loss
21 caused by the willful act of the insured...."

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

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

42. PG&E purchased insurance policies that cover punitive damages for the purpose of

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

1 providing corporate security at the cost of public safety. This encouraged a culture of reckless
2 disregard for the safety of the residents of Northern and Central California and contributed to the cause
3 of the Kincade Fire.

4 **D. PG&E'S CORPORATE CULTURE IS THE ROOT CAUSE OF THE KINCADE FIRE**

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

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

13 45. Rather than spend the money it obtains from customers for infrastructure maintenance
14 and safety, PG&E redirects this funding to boost its own corporate profits and compensation. This
15 pattern and practice of favoring profits over having a solid and well-maintained infrastructure that
16 would be safe and dependable for years to come left PG&E vulnerable to an increased risk of a
17 catastrophic event such as the Kincade Fire.

18 46. For example, according to documents released by The Utility Reform Network
19 ("TURN"), PG&E planned to replace a segment of the San Bruno pipeline in 2007 that it identified as
20 one of the riskiest pipelines in PG&E's system. PG&E collected \$5 million from its customers to
21 complete the project by 2009, but instead deferred the project until it was too late and repurposed the
22 money for other priorities. That same year, PG&E spent nearly \$5 million on bonuses for six of its top
23 executives.
24

25 47. Moreover, PG&E has implemented multiple programs that provide monetary
26

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

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

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

20 49. Beginning at approximately 9:27 p.m. on or about October 23, 2019, the Kincade Fire
21 began raging near the town of Geyserville. These fires quickly ripped through neighborhoods,
22 destroying everything in their path, including residences, structures, businesses, trees, and
23 vegetation in Sonoma County.

24 50. Over 13 days, the Kincade Fire tore through and burned 77,758 acres, destroyed 374
25 structures, damaged an additional 60 structures, and injured four people. Evacuation orders and
26

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

1 warnings encompassed almost all of Sonoma County and over 190,000 residents were evacuated. The
2 Kincade Fire was the largest fire ever to occur in Sonoma County.

3 51. As detailed more fully above, PG&E repeatedly fails to inspect, maintain, repair, or
4 replace its equipment. These failures also contributed to the Butte, North Bay, and Camp Fires, yet
5 PG&E continued to engage in the same course of dangerous behavior.

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

12 53. Approximately seven minutes before the Kincade Fire erupted near the Sonoma
13 County wine country town of Geyserville, PG&E registered an outage at its nearby transmission
14 tower on the Geysers #9 Lakeville 230kV line when the line relayed and did not reclose, deenergizing
15 the line. Although PG&E had cut power to local distribution lines in Geyserville and the surrounding
16 areas that afternoon because of concern over threatening weather, the utility said had kept the power
17 flowing on that particular stretch of high-voltage transmission lines, which carry electricity from the
18 power plant to various substations, because forecasted wind speeds there had not triggered shutdown
19 protocols. Subsequently, on October 26, 2019, PG&E initiated power shut offs in Northern California
20 that would affect over a million customers.

21 54. 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 destruction of structures and property.

24 55. PG&E chose to accept and continue implementing its current practices that have
25 resulted in significant safety issues in its transmission system by failing to treat the conditions of its
26 aging electrical assets, and failing to inspect, maintain, repair, and replace equipment and facilities.
27 PG&E's choice has resulted numerous deaths, injuries, and damage to structures and property from
28 wildfires, just as PG&E knew it could, when they made the choice.

1 **E. THE KINCADE FIRE**

2 56. Cal Fire reported that the Kincade Fire started on October 23, 2019, at 9:27 p.m. at John
3 Kincade Road and Burned Mountain Road, northeast of Geyserville in Sonoma County, California. ¹¹

4 57. According to PG&E, a jumper on a tower, a metal connector between an incoming and
5 outgoing electrical line, broke seven minutes before the fire was reported. The 230,000-volt power
6 line that runs through the 40-year-old tower, critical to electrical operations, had not been included in
7 the PG&E power shutdown. At about 7:30 a.m. the following day on October 24, 2019, a responding
8 PG&E troubleman observed that the area around the base of the transmission tower in the location of
9 the Kincade Fire had been taped off by Cal Fire. PG&E has not provided the exact location, but
10 investigators were seen under this tower off Kincade Road in subsequent days with the area cordoned
11 off. The building behind the tower is a decommissioned Calpine plant.

12
13 **V. CAUSES OF ACTION**

14 **A. FIRST CAUSE OF ACTION FOR INVERSE CONDEMNATION AGAINST PG&E**

15 58. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
16 forth herein.

17 59. Plaintiffs bring this cause of action for Inverse Condemnation against PG&E.

18 60. On October 23, 2019, Plaintiffs were owners of real property and/or personal property
19 located within Sonoma County in the area of the Kincade Fire.

20 61. Prior to and on October 23, 2019, PG&E, installed, owned, operated, used, controlled,
21 and/or maintained power lines and other electrical equipment for the public delivery of electricity,
22 including power lines in and around the location of the Kincade Fire.

23 62. On October 23, 2019, as a direct, necessary, and legal result of PG&E's installation,
24 ownership, operation, use, control, management, and/or maintenance for a public use of its power
25

26
27
28 ¹¹ <https://www.fire.ca.gov/incidents/2019/10/23/kincade-fire/>

1 lines and/or other electrical equipment, the power lines and/or other electrical equipment came in
2 contact with vegetation and/or other live conductors, and/or broke, failed, fell down, sparked, and/or
3 exploded, causing the Kincade Fire that tore through and burned approximately 78,000 acres,
4 including property owned and/or occupied by Plaintiffs.

5 63. The above described damage to Plaintiffs' property was legally and substantially
6 caused by PG&E's actions in their installation, ownership, operation, use, control, management,
7 and/or maintenance of the power lines and other electrical equipment for a public use.

8 64. Plaintiffs have not received adequate compensation for the damage to and/or
9 destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by
10 PG&E Defendants without just compensation.

11 65. As a direct and legal result of the actions and/or omissions of PG&E Defendants,
12 Plaintiffs suffered damages to their real and/or personal property, including the loss of use,
13 interference with access, and/or diminution in value and/or marketability in an amount according to
14 proof at trial.

15 66. As a direct and legal result of the actions and/or omissions of PG&E Defendants,
16 Plaintiffs have incurred and will continue to incur costs, disbursements, and/or expenses, including
17 reasonable attorney, appraisal, engineering, and/or other expert fees due to the conduct of the
18 PG&E Defendants in amounts that cannot yet be ascertained, but which are recoverable pursuant to
19 Code of Civil Procedure § 1036.

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

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

23 68. Plaintiffs bring this cause of action for negligence against all Defendants.

24 69. The Kincade Fire was a direct and legal result of the negligence, carelessness,
25 recklessness, and/or unlawfulness of Defendants, and/or each of them. Defendants, and/or each of
26 them, breached their respective duties owed individually and/or collectively to Plaintiffs by, including
27 but not limited to: (1) failing to comply with the applicable statutory, regulatory, and/or professional
28

1 standards of care; (2) failing to timely and properly maintain, manage, inspect, and/or monitor the
2 subject power lines, electrical equipment, and/or adjacent vegetation; (3) failing to make the overhead
3 lines safe under all the exigencies created by surrounding circumstances and conditions; (4) failing to
4 conduct adequate, reasonably prompt, proper, effective, and/or frequent inspections of the electrical
5 transmission lines, wires, and/or associated equipment; (5) failing to design, construct, monitor, and/or
6 maintain high voltage electrical transmission, and/or distribution power lines in a manner that avoids
7 the potential to ignite a fire during long, dry seasons; (6) failing to install the equipment necessary
8 and/or to inspect and repair the equipment installed, to prevent electrical transmission and distribution
9 lines from improperly sagging, operating, and/or making contact with other metal wires placed on its
10 poles and igniting fires; (7) failing to keep equipment in a safe condition and/or manage equipment to
11 prevent fire at all times; (8) failing to de-energize power lines during fire prone conditions; (9) failing
12 to de-energize power lines after the fire's ignition; and/or (10) failing to properly train and to supervise
13 employees and agents responsible for maintenance and inspection of the transmission lines and/or
14 vegetation areas nearby these lines.

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

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

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

26 73. As a further direct and legal result of the Defendants' actions and/or omissions,
27 Plaintiffs have suffered a loss of income, loss of earning capacity, loss of profits, increased expenses
28 due to displacement and power shut offs, and/or other consequential economic losses in an amount

1 according to proof at trial.

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

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

9 76. As a further direct and legal result of the Defendants' actions and/or omissions
10 Plaintiffs have incurred and will continue to incur expenses and other economic damages related to
11 the damage to their property, including costs relating to storage, clean-up, disposal, repair,
12 depreciation, and/or replacement of their property, and/or other related consequential damages in an
13 amount according to proof at trial.

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

21 78. The Kincade Fire was the result of Defendants' continued practice of prioritizing
22 profits over safety, wherein they failed to properly maintain and inspect their power lines knowing
23 that the likely result was a fire that would pose risk of serious injury and/or death, and damage to
24 property.

25 79. At all times prior to the subject incident, the conduct of Defendants, by act and/or
26 omission, demonstrated a wanton and/or reckless indifference for the required maintenance of
27 Defendants' electrical infrastructure, as well as a conscious disregard for and a foreseeable risk of
28 serious injury and death of others. The wrongful conduct of Defendants was more than just

1 inadvertence, error of judgment, or negligence. Rather, Defendants conduct was despicable and
2 showed malice as defined by Civil Code § 3294. As a result, Plaintiffs request that the trier of fact, in
3 the exercise of sound discretion of the rights and safety of others, award punitive and exemplary
4 damages for the sake of example and sufficient to punish said Defendants for their despicable
5 conduct, in an amount reasonably related to Plaintiffs' actual damages and Defendants' wealth, yet
6 sufficiently large enough to be an example to others and to deter Defendants and others from engaging
7 in similar conduct in the future.

8 80. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek
9 exemplary damages for injuries to Plaintiffs' animals as allowed under Code of Civil Procedure
10 §3340.

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

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

15 82. Plaintiffs bring this cause of action for violations of the Constitution, the laws of
16 California, and/or orders and decisions of the California Public Utilities Commission against all
17 Defendants.

18 83. This private right of action is authorized by Public Utilities Code § 2106, which permits
19 action by a person or entity who has suffered loss, damages, or injury caused by the acts of a public
20 utility which does, causes to be done, or permits any act, matter, or thing prohibited or declared
21 unlawful, or which omits to do any act, matter, or thing required to be done, either by the Constitution,
22 any law of this State, or any order or decision of the commission.

23 84. Defendants at all times herein had a duty to properly design, construct, operate,
24 maintain, inspect, and manage its electrical infrastructure in compliance with all relevant provisions
25 of applicable orders, decisions, directions, rules or statutes, including, but not limited to, those stated
26 in: (a) General Order No. 95, Rules 31.1-31.2; (b) General Order No. 165; (c) Code of Civil Procedure
27 § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

28 85. The violation of a legislative enactment or administrative regulation which defines a

1 minimum standard of conduct is unreasonable per se.

2 86. Defendants violated the above listed requirements, by:

- 3 a. Failing to service, inspect or maintain electrical infrastructure, structures and
4 vegetation affixed to and in close proximity to high voltage electrical lines;
- 5 b. Failing to provide electrical supply systems of suitable design;
- 6 c. Failing to construct and to maintain such systems for their intended use of
7 safe transmission of electricity considering the known condition of the combination
8 of the dry season and vegetation of the area, resulting in Plaintiff(s) being
9 susceptible to the ignition and spread of fire and the fire hazard and danger of
10 electricity and electrical transmission and distribution;
- 11 d. Failing to properly design, construct, operate, maintain, inspect and manage
12 electrical supply systems and the surrounding arid vegetation resulting in said
13 vegetation igniting and accelerating the spread of the fire;
- 14 e. Failing to properly safeguard against the ignition of fire during the course and scope
15 of employee work on behalf of Defendants; and
- 16 f. Failing to comply with the enumerated legislative enactments and administrative
17 regulations.

18 87. Defendants proximately and substantially caused the destruction, damage, and injury
19 to Plaintiffs by their violations of applicable orders, decisions, directions, rules or statutes, including,
20 but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-
21 44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources
22 Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

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

28 89. As alleged herein according to proof, Defendants are liable to Plaintiffs for all loss,
damages and injury caused by and resulting from Defendants' violation of applicable orders, decisions,
directions, rules or statutes, including, but not limited to, those stated in: (a) General 18 Order No.
95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of

1 Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities
2 Code § 451.

3 90. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
4 and/or each of them, Plaintiffs seek the recovery of punitive and exemplary damages against
5 Defendants as set forth above.

6 **D. FOURTH CAUSE OF ACTION FOR PREMISES LIABILITY AGAINST ALL**
7 **DEFENDANTS**

8 91. Plaintiffs hereby reallege and incorporate by reference each and every allegation
9 contained above as though the same were set forth herein in full.

10 92. Plaintiffs bring this cause of action for Premises Liability against all Defendants.

11 93. Defendants, and/or each of them, were the owners of an easement and/or real property
12 in the area of origin of the Kincade Fire, and/or were the owners of the power lines upon said
13 easement and/or right of way.

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

18 95. As a direct, proximate, and legal result of the wrongful acts and/or omissions of
19 Defendants, and/or each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages
20 as set forth above.

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

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

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

27 98. Plaintiffs bring this cause of action for Trespass against all Defendants.

1 99. At all times relevant herein, Plaintiffs were the owners, residents, tenants, and/or
2 lawful occupants of property damaged by the Kincade Fire.

3 100. Defendants, and/or each of them, in wrongfully acting and/or failing to act in the
4 manner set forth above, caused the Kincade Fire to ignite and/or spread out of control, causing
5 harm, damage, and/or injury to Plaintiffs herein, resulting in a trespass upon Plaintiffs' property
6 interests.

7 101. Plaintiffs did not grant permission for Defendants to wrongfully act in a manner so as to
8 cause the Kincade Fire, and thereby produce a wildland fire which spread and wrongfully entered
9 upon their property, resulting in the harm, injury, and/or damage alleged above.

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

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

18 104. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek treble
19 damages for injuries to trees or timber on Plaintiffs' property as allowed under Code of Civil Procedure
20 § 733.

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

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

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

1 107. Plaintiffs hereby reallege and incorporate by reference each and every allegation
2 contained above as though the same were set forth herein in full.

3 108. Plaintiffs bring this cause of action for Public Nuisance against all Defendants.

4 109. Plaintiffs own and/or occupy property at or near the site of the Kincade Fire. At all
5 relevant times herein, Plaintiffs had a right to occupy, enjoy, and/or use their property without
6 interference by Defendants, and/or each of them.

7 110. Defendants, and/or each of them, owed a duty to the public, including Plaintiffs herein,
8 to conduct their business, in particular the generation, transmission, and distribution of electricity as
9 well as the maintenance and/or operation of power lines, power poles, and/or electrical equipment on
10 power poles, and adjacent vegetation in proximity to their power lines in Sonoma County in a manner
11 that did not threaten harm or injury to the public welfare.

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

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

17 113. The hazardous condition which was created by and/or permitted to exist by Defendants,
18 and/or each of them, affected a substantial number of people within the general public, including
19 Plaintiffs herein, and constituted a public nuisance under Civil Code §§ 3479 and 3480 and Public
20 Resources Code § 4171. Further, the ensuing uncontrolled wildfire constituted a public nuisance under
21 Public Resources Code § 4170.

22 114. The damaging effects of Defendants' creation of a fire hazard and the ensuing
23 uncontrolled wildfire are ongoing and affect the public at large. As a result of the fire's location,
24 temperature, and/or duration, extensive areas of hydrophobic soils developed within the fire's
25 perimeter. This further caused significant post fire runoff hazards to occur, including hillside erosion,
26 debris flow hazards, and sediment laden flow hazards. As a result, large quantities of ash and sediment
27 will be deposited in perennial and ephemeral watercourses.

28 115. As a direct and legal result of the conduct of Defendants, and/or each of them, Plaintiffs

1 suffered harm that is different from the type of harm suffered by the general public. Specifically,
2 Plaintiffs have lost the occupancy, possession, use, and/or enjoyment of their land, real and/or personal
3 property, including, but not limited to: a reasonable and rational fear that the area is still dangerous; a
4 diminution in the fair market value of their property; an impairment of the salability of their property;
5 soils that have become hydrophobic; exposure to an array of toxic substances on their land; the
6 presence of "special waste" on their property that requires special management and disposal; a
7 lingering smell of smoke, and/or constant soot, ash, and/or dust in the air; and economic losses.

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

15 117. The individual and/or collective conduct of Defendants set forth above, and/or each of
16 them, resulting in the Kincade Fire is not an isolated incident, but is ongoing and/or a repeated course
17 of conduct, and Defendants' prior conduct and/or failures have resulted in other fires and damage to
18 the public.

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

21 119. Defendants, and/or each of them, have individually and/or collectively, failed and
22 refused to conduct proper inspections and to properly trim, prune, and/or cut vegetation in order to
23 ensure the sole delivery of electricity to residents through the operation of power lines in the affected
24 area, and Defendants' individual and/or collective failure to do so exposed every member of the public
25 in Sonoma County including Plaintiffs to a foreseeable danger of personal injury, death, and/or a loss
26 of or destruction of real and personal property.

27 120. The conduct of Defendants, and/or each of them, set forth above constitutes a public
28 nuisance within the meaning of Civil Code §§ 3479 and 3480, Public Resources Code §§4104 and

1 4170, and Code of Civil Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to
2 maintain an action for public nuisance because the nuisance is especially injurious to Plaintiffs.,
3 As more specifically described above, the nuisance is injurious and/or offensive to the senses of
4 the Plaintiffs, unreasonably interferes with the comfortable enjoyment of their properties, and/or
5 unlawfully obstructs the free use, in the customary manner, of Plaintiffs' properties; and Plaintiffs have
6 suffered harm, injury, and damages.

7 121. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants, and
8 each of them, stop continued violation of: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2,
9 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Public Resources Code §§ 4292, 4293, and
10 4435; and (d) Public Utilities Code § 451. Plaintiffs also seek an order directing Defendants to abate
11 the existing and continuing nuisance described above.

12 **G. SEVENTH CAUSE OF ACTION FOR PRIVATE NUISANCE AGAINST ALL**
13 **DEFENDANTS**

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

16 123. Plaintiffs bring this cause of action for Private Nuisance against all Defendants.
17 Defendants, and/or each of them, by their acts and/or omissions set forth above, directly and legally
18 caused an obstruction to the free use of Plaintiffs' property, an invasion the Plaintiffs' right to use
19 their property, and/or an interference with the enjoyment of Plaintiffs' property, resulting in
20 Plaintiffs' suffering unreasonable harm and substantial actual damages constituting a nuisance
21 pursuant to Civil Code §§ 3479 and 3481.

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

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

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

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

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

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

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

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

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

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

19 132. Plaintiffs hereby demand a jury trial.
20

21 **PRAYER**

22 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:
23

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

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

- c. Loss of wages, earning capacity, and/or business profits, displacement and power shut off expenses, and/or any economic losses;
- d. All costs of suit incurred herein, as well as attorney's fees, expert fees, and related costs;
- e. Any and all relief, compensation, or measure of damages available to Plaintiffs by law based on the injuries and damages suffered by Plaintiffs;
- f. For prejudgment interest;
- g. For such other and further relief as the Court deems just and proper.

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

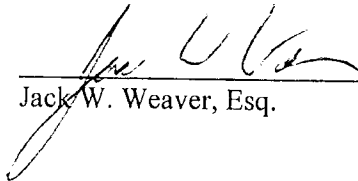
- a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;
- b. Loss of the use, benefit, goodwill, and enjoyment of the Plaintiffs' real and/or personal property;
- c. Loss of wages, earning capacity, and/or business profits, displacement and power shut off expenses, and/or any economic losses;
- d. For general damages in an amount according to proof;
- e. For special damages in an amount according to proof;
- f. For treble damages in an amount according to proof for injuries to trees as allowed under Code of Civil Procedure § 733;
- g. For treble or double damages in an amount according to proof for wrongful injuries to timber, trees, or underwood, as allowed under Civil Code § 3346;
- h. For exemplary damages in an amount according to proof as allowed under Code of Civil Procedure § 3294;
- i. For exemplary damages in an amount according to proof as allowed under Code of Civil Procedure § 3340;
- j. For exemplary damages in an amount according to proof as allowed under Public Utilities Code § 2106;
- k. For attorney's fees, expert fees, consultant fees and litigation costs and expenses as allowed under Code of Civil Procedure § 1021.9;
- l. For prejudgment interest;
- m. For all costs of suit incurred herein; and
- n. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiffs hereby demand a jury trial for all claims and issues so triable.

WELTY WEAVER & CURRIE, PC

Dated: July 8, 2020



Jack W. Weaver, Esq.

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