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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF SONOMA**

13 COUNTY OF SONOMA, a political subdivision
14 of the State of California; SONOMA COUNTY
AGRICULTURAL PRESERVATION AND
15 OPEN SPACE DISTRICT, a public agency;
SONOMA COUNTY WATER AGENCY, a
16 public agency of the State of California;
SONOMA COUNTY COMMUNITY
17 DEVELOPMENT COMMISSION, a public
18 agency; CITY OF CLOVERDALE, a municipal
corporation; CITY OF HEALDSBURG, a
19 municipality organized under the laws of the
State of California; TOWN OF WINDSOR, a
20 municipal corporation; and CITY OF SANTA
ROSA, a municipal corporation,

21 Plaintiffs,

22 v.

23
24 PACIFIC GAS AND ELECTRIC COMPANY,
A CALIFORNIA CORPORATION; PG&E
25 CORPORATION, A CALIFORNIA
CORPORATION; AND DOES 1 THROUGH
26 100, INCLUSIVE,

27 Defendants.
28

Case No.: SCV-267391

COMPLAINT AND JURY DEMAND

1. INVERSE CONDEMNATION
2. NEGLIGENCE
3. NUISANCE
4. PREMISES LIABILITY
5. TRESPASS
6. NEGLIGENCE PER SE
7. VIOLATION OF PUBLIC UTILITIES
CODE §2106
8. VIOLATION OF HEALTH &
SAFETY CODE §13007, et seq.
9. VIOLATION OF HEALTH &
SAFETY CODE §13009, et seq.

1 Public Entity Plaintiffs COUNTY OF SONOMA, a political subdivision of the State of California;
2 SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public
3 agency; SONOMA COUNTY WATER AGENCY, a public agency of the State of California; SONOMA
4 COUNTY COMMUNITY DEVELOPMENT COMMISSION, a public agency; CITY OF
5 CLOVERDALE, a municipal corporation; CITY OF HEALDSBURG, a municipality organized under the
6 laws of the State of California; TOWN OF WINDSOR, a municipal corporation; and CITY OF SANTA
7 ROSA, a municipal corporation, (hereinafter collectively referred to as "Public Entity Plaintiffs") by and
8 through undersigned counsel, allege that at all pertinent times herein upon information and belief as
9 follows:

10 **INTRODUCTION**

11 1. Public Entity Plaintiffs bring this action for damages against Defendants PG&E
12 CORPORATION, a California Corporation, PACIFIC GAS & ELECTRIC COMPANY, a California
13 Corporation (collectively, "PG&E" or the "PG&E Defendants"), and DOES 1 through 100, inclusive, for
14 damages they suffered arising out of a fire which started around 9:20 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 burned throughout Sonoma County and caused property injuries,
18 damages to, and evacuations throughout the county including the communities of Windsor, Healdsburg,
19 Santa Rosa, Cloverdale and others. The Kincade Fire burned almost 78,000 acres, destroyed 374 homes
20 and damaged an additional 60 structures. Over 185,000 residents were evacuated and four people were
21 injured.

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1 County, and a substantial part of the events, acts, omissions, and transactions complained of occurred in
2 Sonoma County.

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

4 **THE PARTIES**

5 **A. PLAINTIFFS**

6 9. Public Entity Plaintiffs are various public entities that suffered and/or continue to suffer
7 property losses and other damages from the Kincade Fire.

8 **B. DEFENDANTS**

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

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

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

- 19 a. The PG&E Defendants operate as a single business enterprise out of the same
20 building located at 77 Beale Street, San Francisco, California, for the purpose of
21 effectuating and carrying out PG&E Corporation's business and operations and/or
22 for the benefit of PG&E Corporation;
- 23 b. The PG&E Defendants do not operate as completely separate entities, but rather,
24 integrate their resources to achieve a common business purpose;
- 25 c. Pacific Gas & Electric Company is so organized and controlled, and its decisions,
26 affairs, and business are so conducted as to make it a mere instrumentality, agent,
27 conduit, or adjunct of PG&E Corporation;

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

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

16 13. The true names and capacities, whether individual, corporate, associate, or otherwise of
17 Defendants DOES 1 through 100, are unknown to Public Entity Plaintiffs who, under Code of Civil
18 Procedure § 474, sue these DOE Defendants under fictitious names. Public Entity Plaintiffs will amend
19 this complaint to show the true names and capacities of DOE Defendants when they are ascertained. Each
20 of the DOE Defendants is in some manner legally responsible for the occurrences alleged in this
21 Complaint, and Public Entity Plaintiffs' damages as alleged were legally caused by each of those DOE
22 Defendants.

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

THE FACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 penalties. After the trial, a 1998 CPUC report revealed that PG&E diverted \$77.6
2 million from its tree trimming budget to other uses from 1987 to 1994. During that
3 same time, PG&E underspent its authorized budgets for maintaining its systems by
4 \$495 million and, instead, used this money to boost corporate profits.

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

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

22 f. **2003 Mission Substation Electrical Fire**: One third of San Francisco lost power
23 following a 2003 fire at PG&E's Mission District Substation. The fire burned for
24 nearly two hours before PG&E workers arrived on the scene to discover the
25 damage. The CPUC report of the investigation, described PG&E's careless
26 approach to safety and apparent inability to learn from its past mistakes, stating
27
28

1 “PG&E did not implement its own recommendations from its own investigation of
2 the 1996 fire.”¹

- 3 g. **2004 Sims Fire**: In July 2004, the Sims Fire burned over 4,000 acres of forest land
4 in the Six Rivers National Forest and the Trinity National Forest. A federal lawsuit
5 alleged that PG&E failed to remove a decaying tree, which fell on a transmission
6 line and ignited the blaze.
- 7 h. **2004 Fred’s Fire**: The Fred’s Fire started Oct. 13, 2004, near Kyburz in El Dorado
8 County. A lawsuit filed by the U.S Government claimed that employees of PG&E’s
9 contractor lost control of a large tree they were cutting down. It fell onto a PG&E
10 powerline and caused a fire that burned over 7,500 acres. PG&E and its contractors
11 paid \$29.5 million to settle the lawsuits over the Fred’s Fire and the Sims Fire.
- 12 i. **2004 Power Fire**: In October 2004, the Power Fire burned approximately 17,000
13 acres on the Eldorado National Forest and on private timberlands. A federal lawsuit
14 alleged that the Power Fire was ignited by a lit cigarette that was dropped by a
15 PG&E tree trimming contractor. PG&E and its contractor paid the federal
16 government \$45 million to settle the lawsuit.
- 17 j. **2005 San Francisco Electrical Explosion**: In August 2005, a PG&E electrical
18 transformer exploded beneath the San Francisco financial district at Kearny and
19 Post Streets, severely burning a woman who had been walking by. A lawsuit by the
20 injured woman settled for an undisclosed sum.
- 21 k. **2008 Rancho Cordova Gas Explosion**: An explosion and fire caused by a natural
22 gas leak destroyed a residence in Rancho Cordova, California, killing one person,
23 injuring five others, and causing damage to several other nearby homes in
24 December of 2008. The cause of the explosion was the use of a section of unmarked
25 and out-of-specification pipe with inadequate wall thickness that allowed gas to
26 leak from a mechanical coupling installed approximately two years earlier. In

27
28 ¹ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.pdf>

1 November 2010, the CPUC filed administrative charges alleging that PG&E was at
2 fault for the blast because PG&E should have discovered the improper repair job
3 that caused the explosion but failed to timely do so. As a result, the CPUC required
4 PG&E to pay a \$38 million fine.

- 5 l. **2008 Whiskey Fire**: The June 2008 Whiskey Fire burned more than 5,000 acres of
6 land in the Mendocino National Forest. The fire started when a gray pine tree that
7 did not have the required clearance from a PG&E transmission line came into
8 contact with the line. PG&E and its contractors agreed to pay \$5.5 million to settle
9 a federal lawsuit.
- 10 m. **2009 San Francisco Electrical Explosion**: In June 2009, a PG&E underground
11 vault exploded in downtown San Francisco leaving thousands without power.
- 12 n. **2010 San Bruno Gas Explosion**: On September 9, 2010, PG&E's disregard of
13 public safety caused the death of eight people, injured 58 people, and destroyed an
14 entire neighborhood in San Bruno, California, when one of its gas pipelines
15 exploded and burst into flames. After the explosion, the NTSB issued a report that
16 blamed the disaster on PG&E's poor management of its pipeline. In April 2015, the
17 CPUC slapped PG&E with a \$1.6 billion fine for causing the explosion and
18 diverting maintenance funds into stockholder dividends and executive bonuses.
19 Further, in January 2017, a federal jury found PG&E guilty of six felony charges.
20 The judge ordered it to pay \$3 million in fines for causing the explosion, and
21 ordered PG&E to submit to court supervision of its natural gas operations.
- 22 o. **2014 Carmel Gas Explosion**: In 2014, PG&E employees damaged a gas pipeline
23 in Carmel while digging because they lacked the legally required records on the
24 location of the pipeline. Gas escaping from the pipeline exploded and destroyed an
25 unoccupied cottage. The CPUC fined PG&E \$37.3 million and PG&E paid an
26 additional \$1.6 million to settle a related lawsuit filed by the City of Carmel.
27
28

- 1 p. **2015 San Francisco Electrical Explosion:** In September 2015, a PG&E
2 underground transformer exploded in Bernal Heights, injuring two people, one of
3 them critically.
- 4 q. **2015 Butte Fire in Calaveras County:** On September 9, 2015, the Butte Fire
5 ignited when a 44-foot-tall, weak grey pine tree that should have been removed by
6 PG&E struck a 12,000-volt overhead power line that was owned and operated by
7 PG&E. The resulting fire burned for 22 days, killing two people, burning over
8 70,000 acres, and destroying and damaging 475 residences, 343 outbuildings, and
9 45 other structures. The fire also left tens of thousands of dead or dying trees and
10 the risk of water pollution and erosion in its wake. Thousands of people were forced
11 to evacuate their homes, and thousands were damaged in their person and property.
- 12 r. **2017 North Bay Fires:** On or around the night of Sunday, October 8, 2017, the
13 North Bay Fires started when power lines, transformers, conductors, poles,
14 insulators, reclosers, and/or other electrical equipment constructed, owned,
15 operated, managed, and/or maintained by PG&E fell down, broke, failed, sparked,
16 exploded, and/or came into contact with vegetation. The North Bay Fires were
17 series of fires with numerous origin points all caused by PG&E's disregard of
18 mandated safety practices and the foreseeable risks associated with its unsafe
19 infrastructure. The North Bay Fires claimed the lives of at least 43 people and
20 injured many others, burned over 245,000 acres, destroyed over 14,700 homes, and
21 displaced around 100,000 people.
- 22 s. **2018 Camp Fire:** On or about the morning of November 8, 2018, the Camp Fire
23 started when a poorly maintained electrical transmission and distribution lines
24 owned and operated by PG&E failed igniting a vegetation fire. The Camp Fire
25 claimed the lives of 85 people and injured many others, burned over 153,335 acres,
26 and destroyed 18,804 structures, of which almost 14,000 were residences.
27 Approximately 30,000 people lost their homes due to the Camp Fire. PG&E pled
28

1 guilty to 84 counts of involuntary manslaughter in connection with the Camp Fire
2 as well as one count of unlawfully and recklessly causing the fire.

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

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

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

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

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

25 26. The 2013 Liberty Report specifically recommended that "PG&E treat aging infrastructure
26 as an enterprise-level risk."

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

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

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

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

13 3. PG&E's Failure to Inspect, Maintain, Repair, or Replace Its Equipment

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

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

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

23 33. Further, records maintained by Cal Fire indicate that approximately 132 fires in Sonoma
24 County were caused by electrical equipment from 2011 through 2017.⁵ In 2017, electrical power
25

26 ³https://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/>

1 problems sparked the burning of 249,501 acres across California and caused more than \$12 billion in
2 damages.⁶

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

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

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

23
24 Communication and other wires are not infrequently found hanging onto
25 roads or yards. Poles with excessive and/or unauthorized attachments can
26 put utility workers at risk. Facilities deployed in the field may differ from
27 what appears on paper or in a utility’s database.⁷

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

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

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

45
46
47
48 ⁶ https://www.fire.ca.gov/media/10059/2017_redbook_final.pdf

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

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

4
5 However, as we saw in Section V.F.3 above, the Overland Audit explains
6 how PG&E systematically underfunded GT&S integrity management and
7 maintenance operations for the years 2008 through 2010. PG&E engaged in
8 a ‘run to failure’ strategy whereby it deferred needed maintenance projects
9 and changed the assessment method for several pipelines from ILI to the
10 less informative ECDA approach – all to increase its profits even further
11 beyond its already generous authorized rate of return, which averaged
12 11.2% between 1996 and 2010.

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

24 38. PG&E’s failure to address this “run to failure” approach to maintenance contributed to the
25 cause of the Kincade Fire.

26 **D. PG&E’S CORPORATE CULTURE IS THE ROOT CAUSE OF THE**
27 **KINCADE FIRE**

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

40. Over the past thirty-plus years, PG&E has been subject to numerous fines, penalties, and/or
convictions as a result of its failure to abide by safety rules and regulations, including the fines, penalties,
settlements, and convictions detailed above. Despite these recurring punishments, PG&E continues to
display a shocking degree of arrogant complacency, refuses to modify its behavior, and continues to

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

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

1 conduct its business with a conscious disregard for the safety of the public, including Public Entity
2 Plaintiffs.

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

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

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

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

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

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

5 45. Beginning around 9:20 p.m. on or about October 23, 2019, the Kincade Fire began raging
6 near the town of Geyserville. This fire quickly ripped through neighborhoods, destroying everything in its
7 path, including residences, structures, businesses, trees, and vegetation in Sonoma County.

8 46. Over 13 days the Kincade Fire tore through and burned 77,758 acres, destroyed 374
9 structures, damaged an additional 60 structures, and injured four people. Evacuation orders and warnings
10 encompassed almost all of Sonoma County and over 190,000 residents were evacuated. The Kincade Fire
11 was the largest fire to ever occur in Sonoma County.

12 47. As detailed more fully above, PG&E repeatedly fails to inspect, maintain, repair, or replace
13 its equipment. These failures also contributed to the Butte, North Bay, and Camp Fires, as well as the
14 Kincade Fire at issue, yet PG&E continued to engage in the same course of dangerous behavior.

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

21 49. Approximately seven minutes before the Kincade Fire erupted near the Sonoma County
22 wine country town of Geyserville, PG&E registered an outage at its nearby transmission tower on the
23 Geysers #9 Lakeville 230kV line when the line relayed and did not reclose, deenergizing the line.
24 Although PG&E had cut power to local distribution lines in Geyserville and the surrounding areas that
25 afternoon because of concern over threatening weather, the utility kept the power flowing on that particular
26 stretch of high-voltage transmission lines, which carry electricity from the power plant to various
27 substations. Subsequently, on October 26, 2019, PG&E initiated power shut offs in Northern California
28 that would affect over a million customers.

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

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

9 **E. THE KINCADE FIRE**

10 52. Cal Fire reported that the Kincade Fire started on October 23, 2019, around 9:20 p.m. at
11 John Kincade Road and Burned Mountain Road, northeast of Geyserville in Sonoma County, California.¹¹

12 53. According to PG&E, a jumper on a tower, a metal connector between an incoming and
13 outgoing electrical line, broke seven minutes before the fire was reported. The 230,000-volt power line
14 that runs through the 40-year-old tower had not been included in the PG&E power shutdown. At about
15 7:30 a.m. the following day, on October 24, 2019, a responding PG&E troubleman observed that the area
16 around the base of the transmission tower in the location of the Kincade Fire had been taped off by Cal
17 Fire. PG&E has not provided the exact location, but investigators were seen under this tower off Kincade
18 Road in subsequent days with the area cordoned off. The building behind the tower is a decommissioned
19 Calpine plant.

20 **F. IMPACT ON THE WINE, AGRICULTURAL, TOURISM, AND OTHER**
21 **INDUSTRIES CAUSING TAX REVENUE LOSSES TO PUBLIC ENTITIES**

22 54. The Kincade Fire caused significant damage to the wine industry in Sonoma County and
23 the surrounding affected areas including physical damage to vineyards, tasting rooms, houses, machinery,
24 and the surrounding land and soil. The fire damage and destruction also reduced the value of affected
25 properties and will reduce the resale value and development potential for such properties. The destruction
26

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

1 and/or negative impacts to the wine industry, including the vines, vineyards, grapes, soil, and wine-making
2 process, caused a tax revenue loss to the public entities.

3 55. In addition to damage and destruction of real and personal property, the Kincade Fire
4 caused widespread economic losses to businesses throughout the region and will continue to do so into
5 the future. Businesses have incurred, and will continue to incur, economic losses due to inability to operate
6 their businesses, loss of access to their business locations, and/or inability of staff and employees to reach
7 the businesses. In addition, wine supplies were adversely affected, including but not limited to the taste
8 and/or quality of wine, for many years to come. The negative impacts to all businesses, including wine,
9 agricultural, visitor services, tourism and other industries, has caused a tax revenue loss to the public
10 entities.

11 56. Many businesses in Sonoma County and the surrounding affected areas derive significant
12 business from tourists and other out-of-region customers. These businesses have suffered, and will
13 continue to suffer, economic loss due to these tourists and out-of-region customers choosing not to visit
14 Sonoma County and the surrounding affected areas in the aftermath of the Kincade Fire. The negative
15 impacts to the tourism and visitor services industry caused a sales and transient occupancy tax loss to the
16 public entities.

17 **G. GENERAL IMPACT TO PUBLIC ENTITIES**

18 57. The Public Entity Plaintiffs suffered injuries and damages including, but not limited to, the
19 following: loss of natural resources, open space, and public lands; loss of public parks; property damages
20 including real and personal property; fire suppression costs including personnel, overtime labor costs,
21 materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of
22 tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses
23 from impacts on business-like activities; costs associated with response and recovery including debris
24 removal, emergency response, and other costs; damage to infrastructure including but not limited to roads,
25 sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public entity-
26 owned infrastructure; damages based on soil erosion and loss of soil stability and productivity; damages
27 related to water contamination including water quality preservation and correction expenses; loss of water
28

1 storage; loss of aesthetic value; and other significant damages and losses directly related to and caused by
2 the Kincade Fire.

3 58. A further enumerated list of impacts to the Public Entity Plaintiffs includes, but is not
4 limited to, the following:

- 5 a. Fire suppression costs;
- 6 b. Administration, funding, and operation of emergency operations centers;
- 7 c. Administration, funding, and operation of evacuation centers and shelters;
- 8 d. Securing and managing burn areas, including safe re-entry for the public;
- 9 e. Staff overtime, labor costs, personnel, and other materials;
- 10 f. Additional law enforcement costs;
- 11 g. Lost work and productivity due to public entity employees unable to return to work;
- 12 h. Loss of natural resources, open space, wildlife, and public lands;
- 13 i. Loss of parks, including damage to real property and to recreational opportunities
14 and programs, and the revenue generated therefrom;
- 15 j. Destruction or damage to public infrastructure, including but not limited to roads,
16 sidewalks, water storage facilities, water distribution systems, sewer collection
17 systems, stormwater systems, fire stations, and other infrastructure;
- 18 k. Damage or harm to facility and infrastructure lifespan, including water treatment
19 facilities and landfills;
- 20 l. Costs of debris removal and related administrative obligations;
- 21 m. Costs of facilitating/administering community rebuilding efforts, staffing and
22 administration of permitting centers;
- 23 n. Costs of administering community outreach efforts, including towards revisions to
24 new ordinances, guidelines, and rules, and housing assistance programs and
25 policies;
- 26 o. Costs of watershed, waterway, and water body management and protection;
- 27 p. Damages related to soil erosion and mitigation, loss of soil stability and
28 productivity, including management of risk of debris flow and landslides;

- 1 q. Damages related to water contamination, including water quality preservation and
2 correction expenses, including but not limited to repair and/or replacement of water
3 treatment facilities or systems;
- 4 r. Economic damages including but not limited to loss of tax revenues such as
5 property, sales, business, and transient occupancy taxes;
- 6 s. Economic damages including but not limited to business like or proprietary
7 revenues, such as airport use, facility rentals, educational and recreational programs
8 and others;
- 9 t. Economic damages from loss of workforce housing;
- 10 u. Economic damages from damage to tourism and economic development, such as
11 overall branding and reputation;
- 12 v. Damages resulting from short and long term public health impacts, including costs
13 to provide educational, outreach, and other services;
- 14 w. Other impacts, injuries, and damages to public entities.

15 59. The Public Entity Plaintiffs also suffered other injuries and damages not yet identified,
16 including those unique to public entities in general.

17 **GENERAL ALLEGATIONS**

18 **FIRST CAUSE OF ACTION**

19 **(Inverse Condemnation Against PG&E)**

20 60. Public Entity Plaintiffs incorporate and reallege each of the paragraphs above as though
21 fully set forth herein.

22 61. Public Entity Plaintiffs bring this cause of action for Inverse Condemnation against PG&E.

23 62. PG&E's operation and maintenance of electrical transmission and distribution lines and
24 supporting equipment ("Electrical System"), which was a substantial cause of Public Entity Plaintiffs'
25 damages, are a public improvement for a public use, and constitute an "Electrical plant" pursuant to
26 California Public Utilities Code §217.

27 ///

28 ///

1 63. Article 1, § 19 of the California Constitution states:

2 Private property may be taken or damaged for public use only when just
3 compensation, ascertained by a jury unless waived, has first been paid to,
4 or into court for, the owner. The Legislature may provide for possession by
5 the condemnor following commencement of eminent domain proceedings
6 upon deposit in court and prompt release to the owner of money determined
7 by the court to be the probable amount of just compensation.

6 64. PG&E's design, development, construction, installation, control, management,
7 maintenance, inspection, ownership and operation of its Electrical System constitutes a public
8 improvement for a public use.

9 65. On or about October 23, 2019, PG&E's Electrical System started the Kincade Fire, which
10 directly, substantially and legally resulted in the taking of Public Entity Plaintiffs' private property and
11 deprived them of the use and enjoyment of their property.

12 66. On August 15, 2019, the Supreme Court of California published its holding for the *City of*
13 *Oroville v. Superior Court* (7 Cal. 5th 1091). In that case, the Court articulated that a court assessing
14 inverse condemnation liability must find more than just a causal connection between the public
15 improvement and the damage to private property. In the Kincade Fire, PG&E's Electrical System
16 substantially caused Public Entity Plaintiffs' damages and was more than just a causal connection.

17 67. PG&E owned and substantially participated in the design, planning, approval, construction
18 and operation of the Electrical System and public improvements for the supplying of electricity. PG&E
19 exercised control and dominion over the said Electrical System and public improvements as a public
20 project and public benefit.

21 68. In *City of Oroville*, the Court requires a reviewing court to consider whether the inherent
22 dangers of the public improvement as deliberately designed, constructed, or maintained materialized and
23 were the cause of the property damage.

24 69. Electricity is a dangerous instrumentality that poses an inherent risk that requires the
25 exercise of increased care and precaution commensurate with and proportionate to that increased danger
26 so as to make the transport of electricity through the Electrical System safe under all circumstances and
27 exigencies posed by the surrounding weather and vegetation to ensure maximum safety under all local
28 conditions in the service area, including the risk of fire.

1 70. PG&E deliberately designed its Electrical System to transport electricity from its
2 powerplant to substations through high-voltage transmission lines for the purpose of providing electricity
3 to the public. This includes PG&E's design of its Electrical System with system protection devices,
4 including but not limited to fuses, breakers and reclosers ("System Protection") to trip and stop the flow
5 of electricity should an electrical overcurrent event occur. The inherent danger in Electricity and PG&E's
6 design of its Electrical System materialized in an arcing event that caused the Kincade Fire, which
7 damaged Public Entity Plaintiffs' Property. The circuitry and equipment that failed was owned and
8 controlled by PG&E, and PG&E specifically would not allow the homeowners or members of the public
9 to touch, work upon, alter or maintain any such Electrical System.

10 71. PG&E deliberately constructed its Electrical System to transport electricity from its
11 powerplant to substations through high-voltage transmission lines for the purpose of providing electricity
12 to the public. This includes PG&E's construction of its Electrical System with System Protection to trip
13 and stop the flow of electricity should an electrical overcurrent event occur. The inherent danger in
14 Electricity PG&E's construction of its Electrical System materialized in an
15 arcing/electrical event that caused the Kincade Fire, which damaged Public Entity Plaintiffs' Property.

16 72. The Court in the *City of Oroville* articulates that "useful public improvements must
17 eventually be maintained and not merely designed and built. So the inherent risk aspect of the inverse
18 condemnation inquiry is not limited to deliberate design or construct of public improvement. It also
19 encompasses risks from maintenance or continued upkeep of the public work." (7 Cal. 5th 1091 at 1106).
20 PG&E has a responsibility to maintain and continuously upkeep its Electrical System to ensure safe
21 delivery of electricity to the public.

22 73. PG&E designed and constructed its Electrical System to transport electricity from its
23 powerplant to substations through high-voltage transmission lines for the purpose of providing electricity
24 to the public. Electricity is a dangerous instrumentality and PG&E has a non-delegable duty to perform
25 inspection and maintenance on its Electrical System. The inherent danger in PG&E failing to maintain,
26 repair and/or replace the structural integrity of its Electrical System, including the transmission towers,
27 materialized in an arcing/electrical event that caused the Kincade Fire, which damaged Public Entity
28 Plaintiffs' Property.

1 74. PG&E has a non-delegable duty to maintain and upkeep its Electrical System, including
2 the System Protection so that should an electrical overcurrent event occur, its powerlines de-energize. The
3 inherent danger in PG&E failing to maintain and upkeep its Electrical System, including the System
4 Protection, materialized in an arcing event, which ignited the Kincade Fire that damaged Public Entity
5 Plaintiffs' Property.

6 75. PG&E has a non-delegable duty to maintain and upkeep its Electrical System, which
7 includes vegetation management around its Electrical System. The inherent danger in PG&E failing to
8 maintain and continuously upkeep the surrounding vegetation around its Electrical System materialized
9 in an arcing event, which ignited ground vegetation, starting the Kincade Fire that damaged Public Entity
10 Plaintiffs' Property

11 76. In acting in furtherance of the public objective of supplying electricity and as a direct,
12 necessary and legal result of PG&E's Electrical System, as deliberately designed, constructed and
13 maintained, on or about October 23, 2019, the Electrical System, including the power lines and/or other
14 electrical equipment came in contact with vegetation and/or other live conductors, and/or broke, failed,
15 fell down, sparked, and/or exploded, causing the Kincade Fire that tore through and burned approximately
16 78,000 acres and took and did take property owned and/or occupied by Public Entity Plaintiffs.

17 77. The injury to Public Entity Plaintiffs' Property was the inescapable and unavoidable
18 consequence of PG&E's Electrical System as deliberately designed, constructed and maintained. This
19 damage was the necessary and probable result of PG&E's public improvement of supplying electricity.

20 78. PG&E has special knowledge and expertise above that of a layperson that is required to
21 perform safe structural integrity inspections and maintenance, and other safety inspections at, near and
22 around its Electrical System. Specifically, PG&E performed inspection and maintenance, near and upon
23 the Electrical System near the Kincade Fire general area of origin in the past and exercised dominion and
24 control over its Electrical System.

25 79. The policy justifications underlying inverse condemnation liability are that individual
26 property owners should not have to contribute disproportionately to the risks from public improvements
27 made to benefit the community as a whole. Under the rules and regulations set forth by the California
28 Public Utilities Commission, amounts that Defendants must pay in inverse condemnation can be included

1 in their rates and spread among the entire group of rate payers so long as they are otherwise acting as a
2 reasonable and prudent manager of their Electrical System.

3 80. The conduct as described herein was a substantial factor in causing damage to a property
4 interest protected by the Fifth Amendment of the U.S. Constitution and Article I, § 19, of the California
5 Constitution and permanently deprived Public Entity Plaintiffs of the use and enjoyment of their property.
6 As a direct result of the "taking" of the property, Public Entity Plaintiffs sustained damages in excess of
7 the jurisdictional minimum of this Court. Pursuant to California Code of Civil Procedure section 1036,
8 Public Entity Plaintiffs are entitled to recover all litigation costs, expense and interest with regard to the
9 compensation of damage to their property, including attorney's fees, expert fees, consulting fees and
10 litigation costs.

11 **SECOND CAUSE OF ACTION**

12 **(Negligence against all Defendants)**

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

15 82. Public Entity Plaintiffs bring this cause of action for negligence against all Defendants,
16 and/or each of them.

17 83. Defendants, and/or each of them, as owners and/or controllers of the Electrical System,
18 were under a duty codified in California Civil Code §1714(a), which states, in pertinent part:

19 Everyone is responsible, not only for the result of his or her willful acts, but
20 also for an injury occasioned to another by his or her want of ordinary care
21 or skill in the management of his or her property or person, except so far as
22 the latter has, willfully or by want of ordinary care, brought the injury upon
23 himself or herself.

24 84. Specifically, Defendants, and/or each of them, were under a duty to maintain the Electrical
25 System in their possession in a reasonably safe condition.

26 85. At all relevant times, Defendants, and/or each of them, operated, controlled, and/or
27 maintained the Electrical System.

28 86. At all times relevant, Defendants, and/or each of them, were required to own, design,
control, possess, operate, install, construct, inspect, maintain, and manage the Electrical System, including

1 the real estate, rights-of-way, easements, fixtures, conductors, devices, poles, conduits, apparatus, parts,
2 and equipment in accordance with all standards, laws, rules, regulations, and orders pertaining thereto.

3 87. Defendants, and/or each of them, in connection with the production, sale, transmission, and
4 distribution of electricity have a non-delegable duty, commensurate with and proportionate to the danger
5 of transmitting power, to own, design, control, possess, construct, operate, install, inspect, maintain, and/or
6 manage the Electrical System in a proper, reasonable, careful, and safe manner.

7 88. The Kincade Fire was a direct and legal result of the negligence, carelessness, recklessness,
8 and/or unlawfulness of Defendants, and/or each of them. Defendants, and/or each of them, breached their
9 respective duties owed individually and/or collectively to Public Entity Plaintiffs by, including but not
10 limited to: (1) failing to comply with the applicable statutory, regulatory, and/or professional standards of
11 care; (2) failing to timely and properly maintain, manage, inspect, and/or monitor the subject power lines,
12 electrical equipment, and/or adjacent vegetation; (3) failing to make the overhead lines safe under all the
13 exigencies created by surrounding circumstances and conditions; (4) failing to conduct adequate,
14 reasonably prompt, proper, effective, and/or frequent inspections of the electrical transmission lines,
15 wires, and/or associated equipment; (5) failing to design, construct, monitor, and/or maintain high voltage
16 electrical transmission, and/or distribution power lines in a manner that avoids the potential to ignite a fire
17 during long, dry seasons; (6) failing to install the equipment necessary and/or to inspect and repair the
18 equipment installed, to prevent electrical transmission and distribution lines from improperly sagging,
19 operating, and/or making contact with other metal wires placed on its poles and igniting fires; (7) failing
20 to keep equipment in a safe condition and/or manage equipment to prevent fire at all times; (8) failing to
21 de-energize power lines during fire prone conditions; (9) failing to de-energize power lines after the fire's
22 ignition; (10) failing to properly train and to supervise employees and agents responsible for maintenance
23 and inspection of the transmission lines and/or vegetation areas nearby these lines and/or (11) violating
24 Health & Safety Code § 13007 by allowing fire to be set to the property of another.

25 89. As a direct and legal result of the Defendants' actions and/or omissions, Public Entity
26 Plaintiffs have suffered damages including, but not limited to real property damage, loss of personal
27 property, including loss of vegetation, trees and structures, economic loss, loss of quiet use and enjoyment
28 of their property, and costs to evacuate and relocate.

1 90. As a further direct and legal result of the Defendants' actions and/or omissions, Public
2 Entity Plaintiffs have incurred and will continue to incur expenses and other economic damages related to
3 the damage to property, including costs relating to storage, clean-up, disposal, repair, depreciation, and/or
4 replacement of their property, and/or other related consequential damages.

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

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

15 93. PG&E has a virtual monopoly over the transmission and distribution of electrical power to
16 the areas affected by the Kincade Fire and has individual contracts with all residents and businesses in
17 those areas to whom it distributes that electrical power. The communities affected by the Kincade Fire
18 are all dependent upon the safe transmission and distribution of that electrical power for continuous
19 residential and commercial usage, and PG&E has contractual, statutory, and
20 public duties to provide that electrical power in a manner that promotes those individual and public
21 interests.

22 94. The potential harms to the Public Entity Plaintiffs' property from wildfires such as the
23 Kincade Fire were objectively foreseeable both in nature and in scope and were subjectively known to
24 PG&E from its long and tragic history of causing such wildfires.

25 95. As a direct and proximate result of the aforesaid conduct, the Public Entity Plaintiffs'
26 suffered damages which were proximately and substantially caused by the Kincade Fire, resulting in
27 evacuations and relocations, and the cost to repair and replace their damaged and/or destroyed real and
28 personal property.

1 Public Resources Code § 4171. Further, the ensuing uncontrolled wildfire constituted a public nuisance
2 under Public Resources Code § 4170.

3 105. The conduct of Defendants, and/or each of them, set forth above constitutes a public
4 nuisance within the meaning of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170,
5 and Code of Civil Procedure § 731. Under Civil Code § 3493, Public Entity Plaintiffs have standing to
6 maintain an action for public nuisance because the nuisance is especially injurious to Public Entity
7 Plaintiffs because, as more specifically described above, it is injurious and/or offensive to the senses of
8 the Public Entity Plaintiffs, unreasonably interferes with the comfortable enjoyment of their properties,
9 and/or unlawfully obstructs the free use, in the customary manner, of Public Entity Plaintiffs' properties,
10 and have suffered harm, injury, and damages.

11 106. The Public Entity Plaintiffs suffered injuries and damages including but not limited to the
12 following: loss of natural resources, open space, and public lands; loss of public parks; property damages
13 including real and personal property; fire suppression costs including personnel, overtime labor costs,
14 materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of
15 tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses
16 from impacts on business like activities; costs associated with response and recovery including debris
17 removal, emergency response, and other costs; damage to infrastructure including but not limited to
18 roads, sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public
19 entity-owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity;
20 damages related to water contamination including water quality preservation and correction expenses;
21 loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly
22 related to and caused by the Fires.

23 107. The Public Entity Plaintiffs suffered other injuries and damages yet identified including
24 those unique to the Public Entity Plaintiffs.

25 108. Further, the conduct alleged against Defendants in this Complaint was despicable and
26 subjected Public Entity Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,
27 constituting oppression, for which Defendants must be punished by punitive and exemplary damages in
28 an amount according to proof. Defendants' conduct was carried on with a willful and conscious disregard

1 of the rights and safety of Public Entity Plaintiffs, constituting malice, for which Defendants must be
2 punished by punitive and exemplary damages according to proof. An officer, director, or managing agent
3 of Defendants personally committed, authorized and/or ratified the despicable and wrongful conduct
4 alleged in this Complaint.

5 **FOURTH CAUSE OF ACTION**

6 **(PREMISES LIABILITY AGAINST ALL DEFENDANTS)**

7 109. Public Entity Plaintiffs incorporate and re-allege by this reference, each of the paragraphs
8 set forth as though fully set forth herein.

9 110. Defendants, and/or each of them, were the owners of an easement and/or real property in
10 the area of the origins of the Kincade Fire, and/or were the owners of the power lines upon said easement(s)
11 and/or right(s) of way.

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

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

19 113. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
20 and/or each of them, Public Entity Plaintiffs seek the recovery of punitive and exemplary damages against
21 Defendants as set forth above.

22 114. The Public Entity Plaintiffs suffered injuries and damages including but not limited to the
23 following: loss of natural resources, open space, and public lands; loss of public parks; property damages
24 including real and personal property; fire suppression costs including personnel, overtime labor costs,
25 materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of
26 tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses
27 from impacts on business like activities; costs associated with response and recovery including debris
28 removal, emergency response, and other costs; damage to infrastructure including but not limited to roads,

1 sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public entity-
2 owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity; damages
3 related to water contamination including water quality preservation and correction expenses; loss of water
4 storage; loss of aesthetic value; and other significant injuries, damages, and losses directly related to and
5 caused by the Fires.

6 115. The Public Entity Plaintiffs suffered other injuries and damages yet identified including
7 those unique to the public entity plaintiffs.

8 **FIFTH CAUSE OF ACTION**
9 **(TRESPASS AGAINST ALL DEFENDANTS)**

10 116. Public Entity Plaintiffs incorporate and re-allege by this reference each of the paragraphs
11 set forth as though fully set forth herein.

12 117. At all times relevant herein, Public Entity Plaintiffs were the owners, tenants, and/or lawful
13 occupants of property damaged by the Kincade Fire.

14 118. Defendants, and/or each of them, in wrongfully acting and/or failing to act in the manner
15 set forth above, caused the Kincade Fire to ignite and/or spread out of control, causing harm, damage,
16 and/or injury to Public Entity Plaintiffs herein, resulting in a trespass upon Public Entity Plaintiffs'
17 property interests.

18 119. Public Entity Plaintiffs did not grant permission for Defendants to wrongfully act in a
19 manner so as to cause the Kincade Fire, and thereby produce a fire which spread and wrongfully entered
20 upon their property, resulting in the harm, injury, and/or damage alleged above.

21 120. As a direct and legal result of the wrongful conduct of Defendants, and/or each of them,
22 which led to the trespass, Public Entity Plaintiffs have suffered and will continue to suffer damages as set
23 forth herein, in an amount according to proof at trial.

24 121. As a further direct and legal result of the wrongful conduct of Defendants, Public Entity
25 Plaintiffs, whose land was under cultivation, and was used for raising livestock or was intended to be used
26 for raising livestock, have hired and retained counsel to recover compensation for loss and damage and
27 are entitled to recover all attorney's fees, expert fees, consultant fees, and litigation costs and expenses, as
28 allowed under Code of Civil Procedure § 1021.9.

1 122. As a further direct and legal result of the conduct of Defendants, Public Entity Plaintiffs
2 seek damages for injuries to trees or timber on Public Entity Plaintiffs' property as allowed under Code
3 of Civil Procedure § 733.

4 123. As a further direct and legal result of the conduct of Defendants, Public Entity Plaintiffs
5 seek damages for the negligent, willful, and wrongful injuries to timber, trees, or underwood on their
6 property, as allowed under Civil Code § 3346.

7 124. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
8 and/or each of them, Public Entity Plaintiffs seek the recovery of punitive and exemplary damages against
9 Defendants as set forth above. An officer, director, or managing agent of PG&E personally committed,
10 authorized and/or ratified the reckless and wrongful conduct alleged in this complaint. Further, the
11 conduct of Defendants and their failures to act as alleged in this complaint were in reckless disregard of
12 their consequences and in reckless disregard of the rights and safety of the Public Entity Plaintiffs and
13 subjected the Public Entity Plaintiffs to cruel and unjust hardship, thus constituting malice and oppression
14 on Defendants' part for which they must be punished by punitive and exemplary damages in an amount
15 according to proof. An officer, director, or managing agent of PG&E personally committed, authorized
16 and/or ratified the reckless and wrongful conduct alleged in this complaint.

17 125. The Public Entity Plaintiffs suffered injuries and damages including but not limited to the
18 following: loss of natural resources, open space, and public lands; loss of public parks; property damages
19 including real and personal property; fire suppression costs including personnel, overtime labor costs,
20 materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of
21 tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses
22 from impacts on business like activities; costs associated with response and recovery including debris
23 removal, emergency response, and other costs; damage to infrastructure including but not limited to
24 roads, sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public
25 entity-owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity;
26 damages related to water contamination including water quality preservation and correction expenses;
27 loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly
28 related to and caused by the Fires.

1 f. By failing to comply with the enumerated legislative enactments and
2 administrative regulations.

3 131. The violation of General Order 95, including, but not limited to, Rules 31.2 and 38, Public
4 Resources Code section 4435, and Public Utilities Commission General Order 165 by the Defendants
5 proximately and substantially caused the destruction, damage and injury to the Public Entity Plaintiffs.

6 132. The Public Entity Plaintiffs were and are within the class of persons for whose protection
7 General Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code section 4435,
8 and Public Utilities Commission General Order 165 were adopted.

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

13 134. Further, the conduct of Defendants and their failures to act as alleged in this complaint
14 were in reckless disregard of their consequences and in reckless disregard of the rights and safety of the
15 Public Entity Plaintiffs and subjected the Public Entity Plaintiffs to cruel and unjust hardship, thus
16 constituting malice and oppression on Defendants' part for which they must be punished by punitive and
17 exemplary damages in an amount according to proof. An officer, director, or managing agent of PG&E
18 personally committed, authorized and/or ratified the reckless and wrongful conduct alleged in this
19 complaint.

20 **SEVENTH CAUSE OF ACTION**

21 **(PRIVATE ACTION UNDER PUBLIC UTILITIES CODE §2106**

22 **AGAINST ALL DEFENDANTS)**

23 135. Public Entity Plaintiffs incorporate and re-allege each of the paragraphs set forth above as
24 though fully set forth herein.

25 136. As a Utility and employees of a Utility, Defendants are legally required to comply with
26 the rules and orders promulgated by the California Public Utilities Commission pursuant to California
27 Public Utilities Code §702.

28 137. A Utility that performs or fails to perform something required to be done by the California

1 Constitution, a law of the State, or a regulation or order of the Public Utilities Commission, which leads
2 to the loss or injury, is liable for that loss or injury, pursuant to Public Utilities Code §2106.

3 138. As Utilities, Defendants are required to provide, maintain, and service equipment and
4 facilities in a manner adequate to maintain the safety, health and convenience of their customers and the
5 public, pursuant to Public Utilities Code §451.

6 139. Defendants are required to design, engineer, construct, operate and maintain electrical
7 supply lines in a manner consonant with their use, taking into consideration local conditions and other
8 circumstances, so as to provide safe and adequate electric service, pursuant to Public Utility Commission
9 General Order 95, Rule 33.1 and General Order 165.

10 140. Through their omissions, commissions, and conduct alleged herein, Defendants violated
11 Public Utilities Code sections 702 and 451, and/or Public Utilities Commission General Order 95, thereby
12 making them liable for losses, damages and injury sustained by the Public Entity Plaintiffs pursuant to
13 Public Utilities Code §2106.

14 141. Public Utilities Code § 2106 creates a private right of action against “[a]ny public utility
15 which does, causes to be done, or permits any act, matter, or thing prohibited or declared unlawful, or
16 which omits to do any act, matter, or thing required to be done, either by the Constitution, any law of this
17 State, or any order or decision of the commission”

18 142. As a Public Utility, Defendants at all times herein had a duty to properly design, construct,
19 operate, maintain, inspect, and manage its electrical infrastructure as well as trim trees and vegetation in
20 compliance with all relevant provisions of applicable orders, decisions, directions, rules or statutes,
21 including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2,
22 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public
23 Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

24 143. The violation of a legislative enactment or administrative regulation which defines a
25 minimum standard of conduct is unreasonable per se.

26 144. Defendants violated the above listed requirements, by:

- 27 a. Failing to service, inspect or maintain electrical infrastructure, structures and
28 vegetation affixed to and in close proximity to high voltage electrical lines;

- b. Failing to provide electrical supply systems of suitable design;
- c. Failing to construct and to maintain such systems for their intended use of safe transmission of electricity considering the known condition of the combination of the dry season and vegetation of the area, resulting in Public Entity Plaintiffs being susceptible to the ignition and spread of fire and the fire hazard and danger of electricity and electrical transmission and distribution;
- d. Failing to properly design, construct, operate, maintain, inspect and manage its electrical supply systems and the surrounding arid vegetation resulting in said vegetation igniting and accelerating the spread of the fire;
- e. Failing to properly safeguard against the ignition of fire during the course and scope of employee work on behalf of Defendants; and
- f. Failing to comply with the enumerated legislative enactments and administrative regulations.

145. Defendants proximately and substantially caused the destruction, damage, and injury to Public Entity Plaintiffs by their violations of applicable orders, decisions, directions, rules or statutes, including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 4511.

146. Public Entity Plaintiffs were and are within the class of persons for whose protection applicable orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

147. As alleged herein according to proof, Defendants are liable to Public Entity Plaintiffs for all loss, damages and injury caused by and resulting from Defendants' violation of applicable orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e)

1 Public Utilities Code § 451.

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

5 149. The Public Entity Plaintiffs suffered injuries and damages including but not limited to the
6 following: loss of natural resources, open space, and public lands; loss of public parks; property damages
7 including real and personal property; fire suppression costs including personnel, overtime labor costs,
8 materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of
9 tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses
10 from impacts on business like activities; costs associated with response and recovery including debris
11 removal, emergency response, and other costs; damage to infrastructure including but not limited to
12 roads, sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public
13 entity-owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity;
14 damages related to water contamination including water quality preservation and correction expenses;
15 loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly
16 related to and caused by the Fires.

17 150. The Public Entity Plaintiffs suffered other injuries and damages yet identified including
18 those unique to the public entity plaintiffs.

19 **EIGHTH CAUSE OF ACTION**

20 **(VIOLATION OF HEALTH & SAFETY CODE § 13007, et seq.**

21 **AGAINST ALL DEFENDANTS)**

22 151. Public Entity Plaintiffs incorporate and re-allege each of the paragraphs set forth above as
23 though fully set forth herein.

24 152. By engaging in the acts and/or omissions alleged in this Complaint, Defendants, and/or
25 each of them, willfully, negligently, carelessly, recklessly, and/or in violation of law, set fire to and/or
26 allowed fire to be set to the property of another in violation of Health & Safety Code § 13007.

27 153. As a direct and legal result of Defendants' violation of Health & Safety Code § 13007,
28 Public Entity Plaintiffs suffered recoverable damages to property under Health & Safety Code § 13007.21

1 and continue to suffer the injuries and damages described above.

2 154. As a further direct and legal result of the Defendants, and/or each of them, violating Health
3 & Safety Code § 13007, Public Entity Plaintiffs are entitled to reasonable attorney's fees under Code of
4 Civil Procedure § 1021.9.

5 155. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and/or
6 each of them, Public Entity Plaintiffs suffered, and continue to suffer, the injuries and damages as set forth
7 above.

8 156. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
9 and/or each of them, Public Entity Plaintiffs seek the recovery of punitive and exemplary damages against
10 Defendants as set forth above.

11 157. Further, the conduct of Defendants and their failures to act as alleged in this complaint
12 were in reckless disregard of their consequences and in reckless disregard of the rights and safety of the
13 Public Entity Plaintiffs and subjected the Public Entity Plaintiffs to cruel and unjust hardship, thus
14 constituting malice and oppression on Defendants' part for which they must be punished by punitive and
15 exemplary damages in an amount according to proof. An officer, director, or managing agent of PG&E
16 personally committed, authorized and/or ratified the reckless and wrongful conduct alleged in this
17 complaint.

18 158. The Public Entity Plaintiffs suffered injuries and damages including but not limited to the
19 following: loss of natural resources, open space, and public lands; loss of public parks; property damages
20 including real and personal property; fire suppression costs including personnel, overtime labor costs,
21 materials, and other fire suppression damages; evacuation expenses, economic damages such as loss of
22 tax revenue including property, sales, and transient occupancy taxes; economic damages such as losses
23 from impacts on business like activities; costs associated with response and recovery including debris
24 removal, emergency response, and other costs; damage to infrastructure including but not limited to
25 roads, sidewalks, water, stormwater and sewer systems, and underground infrastructure, and other public
26 entity-owned infrastructure; damages based on soil erosion, and loss of soil stability and productivity;
27 damages related to water contamination including water quality preservation and correction expenses;
28 loss of water storage; loss of aesthetic value; and other significant injuries, damages, and losses directly

1 related to and caused by the Fires.

2 159. The Public Entity Plaintiffs suffered other injuries and damages yet identified including
3 those unique to the public entity plaintiffs.

4 **NINTH CAUSE OF ACTION**

5 **(VIOLATION OF HEALTH & SAFETY CODE § 13009, et seq.**

6 **AGAINST ALL DEFENDANTS)**

7 160. Public Entity Plaintiffs hereby re-allege and incorporate by reference each and every
8 allegation contained above as though the same were set forth herein in full.

9 161. By engaging in the acts and omissions alleged in this Complaint, Defendants, and each of
10 them, wilfully, negligently, and in violation of law, set fire to and/or allowed fire to be set to the property
11 of another in violation of Health & Safety Code §13009 et. seq.

12 162. As a legal result of Defendants' violation of Health & Safety Code §13009 et. seq., Public
13 Entity Plaintiffs suffered recoverable damages, including fire suppression costs and costs for rescue
14 and/or emergency medical services.

15 163. As a further legal result of the violation of Health and Safety Code §13009 et. seq. by
16 Defendants, Public Entity Plaintiffs suffered damages that entitles them to reasonable attorney's fees
17 under Code of Civil Procedure §1021.9 for the prosecution of this cause of action.

18 164. Further, the conduct alleged against Defendants in this Complaint was despicable and
19 subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
20 oppression, for which Defendants must be punished by punitive and exemplary damages in an amount
21 according to proof. Defendants' conduct was carried on with a willful and conscious disregard of the
22 rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by punitive
23 and exemplary damages according to proof. On information and belief, an officer, director, or managing
24 agent of PG&E personally committed, authorized and/or ratified the despicable and wrongful conduct
25 alleged in this Complaint.

26 **DEMAND FOR JURY TRIAL**

27 165. Public Entity Plaintiffs hereby demand a jury trial.

28 ///

1 **PRAYER FOR RELIEF**

2 Public Entity Plaintiffs seek the following damages in an amount according to proof at the time of
3 trial:

4 **For Inverse Condemnation**

- 5 (1) Repair, depreciation, and replacement of damaged, destroyed, or lost personal and
6 real property;
- 7 (2) Loss of the use, benefit, goodwill, and enjoyment of Public Entity Plaintiffs' real
8 and personal property;
- 9 (3) Loss of wages, earning capacity, business profits and any related displacement
10 expenses;
- 11 (4) All costs of suit, including attorneys' fees, expert fees, and related costs;
- 12 (5) Any and all relief, compensation, or measure of damages available to Public Entity
13 Plaintiffs by law based on the injuries and damages suffered by Public Entity
14 Plaintiffs;
- 15 (6) Prejudgment interest according to proof; and
- 16 (7) For such other and further relief as the Court shall deem proper, all according to
17 proof.

18 **For Negligence, Trespass, Nuisance, Negligence Per Se, Violation of Public Utilities Code §2106,**
19 **Violation of Health & Safety Code §13007 et. seq., and Violation of Health & Safety Code §13009**
20 **et. seq.**

- 21 (1) General and/or special damages for all damage to property according to proof;
- 22 (2) Loss of the use, benefit, goodwill, and enjoyment of Public Entity Plaintiffs' real
23 and personal property;
- 24 (3) Loss of wages, earning capacity, goodwill, business profits or proceeds and any
25 related displacement expenses;
- 26 (4) Evacuation expenses and alternate living expenses;
- 27 (5) Fire suppression costs and costs for rescue and/or emergency medical services;
- 28 (6) Erosion damage to real property and flood control costs;
- (7) Attorneys' fees, expert fees, consultant fees and litigation costs and expenses, as

1 allowed under Code of Civil Procedure section 1021.9 or any other statute;

2 (8) Damages for wrongful injuries to timber, trees, or underwood on its property, as
3 allowed under Civil Code section 3346;

4 (9) For punitive and exemplary damages against Defendants in an amount according
5 to proof under Public Utilities Code § 2106 and/or any and all other statutory or
6 legal bases that may apply;

7 (10) Costs of suit;

8 (11) Prejudgment interest; and

9 (12) For such other and further relief as the Court shall deem proper, all according to
10 proof.

11
12 Dated: November 16, 2020

BARON & BUDD, P.C.

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14 By: 

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15
16
17 Dated: November 16, 2020

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