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10 Attorneys for Public Entity Plaintiffs

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

14 COUNTY OF SHASTA, a political subdivision
15 of the State of California; and TEHAMA
16 COUNTY, a political subdivision of the State of
California,

17 Plaintiffs,

18 v.

19 PACIFIC GAS AND ELECTRIC COMPANY,
20 A CALIFORNIA CORPORATION; PG&E
CORPORATION, A CALIFORNIA
21 CORPORATION; AND DOES 1 THROUGH
100, INCLUSIVE,

22 Defendants.

Case No.: _____

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.**

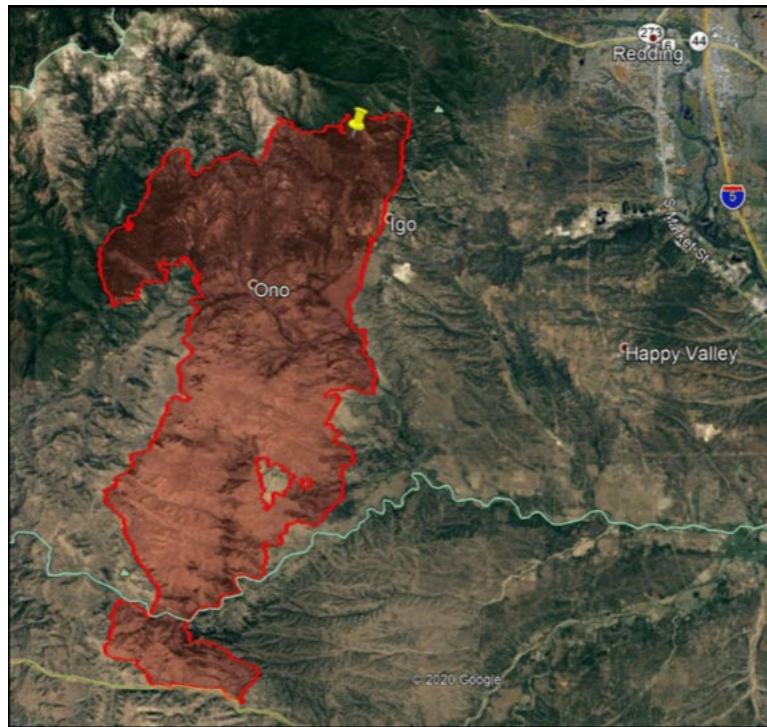
23
24
25 Public Entity Plaintiffs COUNTY OF SHASTA, a political subdivision of the State of California;
26 and TEHAMA COUNTY, a political subdivision of the State of California, (hereinafter collectively
27 referred to as "Public Entity Plaintiffs") by and through undersigned counsel, allege that at all pertinent
28 times herein upon information and belief as follows:

1 **INTRODUCTION**

2 1. Public Entity Plaintiffs bring this action for damages against Defendants PG&E
3 CORPORATION, a California Corporation, PACIFIC GAS & ELECTRIC COMPANY, a California
4 Corporation (collectively, “PG&E” or the “PG&E Defendants”), and DOES 1 through 100, inclusive, for
5 damages they suffered arising out of a fire which started around 2:51 p.m. on September 27, 2020, at Zogg
6 Mine Road and Jenny Bird Lane. This fire has since been named the “Zogg Fire”.

7 2. The Zogg Fire burned through Shasta County and Tehama County, as well as through the
8 towns of Igo and Ono, and caused damages to and evacuations throughout the affected counties. The Zogg
9 Fire burned approximately 56,000 acres, destroyed 204 buildings and sadly resulted in an estimated four
10 deaths.

11 3. The map below shows the fire perimeter of the Zogg Fire:



24
25 4. Plaintiffs are informed and believe, and thereon allege, that the Zogg Fire started when a
26 tree fell and struck a high voltage line igniting a vegetation fire.

27 5. Public Entity Plaintiffs are among those damaged by the Zogg Fire. Each Public Entity
28 Plaintiff seeks just compensation and damages as more particularly described below.

1 **JURISDICTION AND VENUE**

2 6. This Court has jurisdiction over this matter pursuant to California Code of Civil Procedure
3 §§ 395(a) and 410.10 because both PG&E Corporation and Pacific Gas & Electric Company are
4 incorporated in California, have their headquarters in San Francisco, California, engage in the bulk of their
5 corporate activities in California, and maintain the majority of their corporate assets in California to render
6 the exercise of jurisdiction over both PG&E Corporation and Pacific Gas & Electric Company consistent
7 with the traditional notions of fair play and substantial justice.

8 7. Venue is proper in San Francisco County as Defendants perform business in this county,
9 with PG&E having its principal place of business in this county, and a substantial part of the events, acts,
10 omissions, and transactions complained of occurred in this county.

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

12 **THE PARTIES**

13 **A. PLAINTIFFS**

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

16 **B. DEFENDANTS**

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

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

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

27 a. The PG&E Defendants operate as a single business enterprise out of the same
28 building located at 77 Beale Street, San Francisco, California, for the purpose of

1 effectuating and carrying out PG&E Corporation's business and operations and/or
2 for the benefit of PG&E Corporation;

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

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

8 d. Pacific Gas & Electric Company's income results from function integration,
9 centralization of management, and economies of scale with PG&E Corporation;

10 e. The PG&E Defendants' officers and management are intertwined and do not act
11 completely independently of one another;

12 f. The PG&E Defendants' officers and managers act in the interest of PG&E
13 Corporation as a single enterprise;

14 g. PG&E Corporation has control and authority to choose and appoint Pacific Gas &
15 Electric Company's board members as well as its other top officers and managers;

16 h. The PG&E Defendants do not compete with one another, but have been structured
17 and organized and their business effectuated so as to create a synergistic, integrated
18 single enterprise where various components operate in concert one with another;

19 i. PG&E Corporation maintains unified administrative control over Pacific Gas &
20 Electric Company;

21 j. The PG&E Defendants are insured by the same carriers and provide uniform or
22 similar pension, health, life, and disability insurance plans for employees;

23 k. The PG&E Defendants have unified 401(k) plans, pension and investment plans,
24 bonus programs, vacation policies, and paid time off from work schedules and
25 policies;

26 l. The PG&E Defendants invest funds from their programs and plans by a
27 consolidated and/or coordinated Benefits Committee controlled by PG&E
28 Corporation and administered by common trustees and administrators;

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

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

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

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

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

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

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

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

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

25 c. **1994 Trauner Fire:** The Trauner Fire burned down a historic schoolhouse and 12
26 homes near the scenic Gold Rush town of Rough and Ready. Investigators
27 determined that the Trauner Fire began when a 21,000-volt power line brushed
28 against a tree limb that PG&E had failed to keep trimmed. Through random spot

1 inspections, the investigators found hundreds of safety violations in the area near
2 the Trauner Fire, approximately 200 of which involved contact between vegetation
3 and PG&E's power lines. In June 1997, a Nevada County jury found PG&E guilty
4 of 739 counts of criminal negligence and it was required to pay \$24 million in
5 penalties. After the trial, a 1998 CPUC report revealed that PG&E diverted \$77.6
6 million from its tree trimming budget to other uses from 1987 to 1994. During that
7 same time, PG&E underspent its authorized budgets for maintaining its systems by
8 \$495 million and, instead, used this money to boost corporate profits.

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

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

26 f. **2003 Mission Substation Electrical Fire:** One third of San Francisco lost power
27 following a 2003 fire at PG&E's Mission District Substation. The fire burned for
28 nearly two hours before PG&E workers arrived on the scene to discover the

1 damage. The CPUC report of the investigation, described PG&E's careless
2 approach to safety and apparent inability to learn from its past mistakes, stating
3 "PG&E did not implement its own recommendations from its own investigation of
4 the 1996 fire."¹

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

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

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 lawsuit
16 alleged that the Power Fire was ignited by a lit cigarette that was dropped by a
17 PG&E tree trimming contractor. PG&E and its contractor paid the federal
18 government \$45 million to settle the lawsuit.

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

23 k. **2008 Rancho Cordova Gas Explosion**: An explosion and fire caused by a natural
24 gas leak destroyed a residence in Rancho Cordova, California, killing one person,
25 injuring five others, and causing damage to several other nearby homes in
26 December of 2008. The cause of the explosion was the use of a section of unmarked
27

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

1 and out-of-specification pipe with inadequate wall thickness that allowed gas to
2 leak from a mechanical coupling installed approximately two years earlier. In
3 November 2010, the CPUC filed administrative charges alleging that PG&E was at
4 fault for the blast because PG&E should have discovered the improper repair job
5 that caused the explosion but failed to timely do so. As a result, the CPUC required
6 PG&E to pay a \$38 million fine.

- 7 1. **2008 Whiskey Fire**: The June 2008 Whiskey Fire burned more than 5,000 acres of
8 land in the Mendocino National Forest. The fire started when a gray pine tree that
9 did not have the required clearance from a PG&E transmission line came into
10 contact with the line. PG&E and its contractors agreed to pay \$5.5 million to settle
11 a federal lawsuit.
- 12 m. **2009 San Francisco Electrical Explosion**: In June 2009, a PG&E underground
13 vault exploded in downtown San Francisco leaving thousands without power.
- 14 n. **2010 San Bruno Gas Explosion**: On September 9, 2010, PG&E's disregard of
15 public safety caused the death of eight people, injured 58 people, and destroyed an
16 entire neighborhood in San Bruno, California, when one of its gas pipelines
17 exploded and burst into flames. After the explosion, the NTSB issued a report that
18 blamed the disaster on PG&E's poor management of its pipeline. In April 2015, the
19 CPUC slapped PG&E with a \$1.6 billion fine for causing the explosion and
20 diverting maintenance funds into stockholder dividends and executive bonuses.
21 Further, in January 2017, a federal jury found PG&E guilty of six felony charges.
22 The judge ordered it to pay \$3 million in fines for causing the explosion and ordered
23 PG&E to submit to court supervision of its natural gas operations.
- 24 o. **2014 Carmel Gas Explosion**: In 2014, PG&E employees damaged a gas pipeline
25 in Carmel while digging because they lacked the legally required records on the
26 location of the pipeline. Gas escaping from the pipeline exploded and destroyed an
27 unoccupied cottage. The CPUC fined PG&E \$37.3 million and PG&E paid an
28 additional \$1.6 million to settle a related lawsuit filed by the City of Carmel.

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 **ZOGG 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 Zogg 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, as well as routinely perform necessary vegetation management inspections and
16 the resulting necessary action to ensure proper clearance of trees and other vegetation from its electrical
17 infrastructure.

18 31. According to the 2017 CPUC "Order Instituting Investigation into the Creation of a Shared
19 Database or Statewide Census of Utility Poles and Conduit":

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

Unauthorized pole attachments are particularly problematic. A pole
overloaded with unauthorized equipment collapsed during windy
conditions and started the Malibu Canyon Fire of 2007, destroying and
damaging luxury homes and burning over 4500 acres. Windstorms in 2011
knocked down a large number of poles in Southern California, many of

1 which were later found to be weakened by termites, dry rot, and fungal
2 decay.

3 Communication and other wires are not infrequently found hanging onto
4 roads or yards. Poles with excessive and/or unauthorized attachments can
5 put utility workers at risk. Facilities deployed in the field may differ from
6 what appears on paper or in a utility's database.³

7 32. PG&E's failure to conduct proper and regular inspections of its equipment and failure to
8 make necessary repairs, as well as its failure to properly maintain surrounding vegetation, contributed to
9 the cause of the Zogg Fire.

10 **4. PG&E's "Run to Failure" Approach to Maintenance**

11 33. PG&E's failure to address the "significant safety hazards" identified by the 2013 Liberty
12 Report; failure to treat the conditions of its aging infrastructure as an enterprise-level risk; failure to
13 inspect, maintain, repair, or replace its aging equipment; failure to conduct an inventory of its electrical
14 assets; and failure to ensure its infrastructure could withstand foreseeable weather conditions as required
15 by law are all indicative of what has been called PG&E's "run to failure" approach to its infrastructure.

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

19 However, as we saw in Section V.F.3 above, the Overland Audit explains
20 how PG&E systematically underfunded GT&S integrity management and
21 maintenance operations for the years 2008 through 2010. PG&E engaged in
22 a 'run to failure' strategy whereby it deferred needed maintenance projects
23 and changed the assessment method for several pipelines from ILI to the
24 less informative ECDA approach – all to increase its profits even further
25 beyond its already generous authorized rate of return, which averaged
26 11.2% between 1996 and 2010.

27 Given PG&E's excessive profits over the period of the Overland Audit,
28 there is no reason to believe that Overland's example regarding GT&S
operations between 2008 and 2010 was unique. The IRP Report
supplements the Overland Audit findings with additional examples of
PG&E management's commitment to profits over safety. Thus, it is evident
that while the example of GT&S underfunding between 2008 and 2010
might be extreme, it was not an isolated incident; rather, it represents the
culmination of PG&E management's long standing policy to squeeze every
nickel it could from PG&E gas operations and maintenance, regardless of

³ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M190/K872/190872933.pdf>

1 the long term ‘run to failure’ impacts. And PG&E has offered no evidence
2 to the contrary.⁴

3 35. PG&E’s failure to address this “run to failure” approach to maintenance contributed to the
4 cause of the Zogg Fire.

5 **D. PG&E’S CORPORATE CULTURE IS THE ROOT CAUSE OF THE**
6 **ZOGG FIRE**

7 36. PG&E is the largest provider of gas and electric services to the general public in Northern
8 and Central California.

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

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

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

27 ⁴ [ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_](ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf)
28 [0039691.pdf](ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf)

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

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

20 **E. THE ZOGG FIRE**

21 42. Beginning around 2:50 p.m. on or about September 27, 2020, the Zogg Fire began raging
22 near Zogg Mine Road and Jenny Bird Lane, North of Igo. This fire quickly ripped through neighborhoods,
23 destroying everything in its path, including residences, structures, businesses, trees, and vegetation in the
24 affected counties.

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26
27
28 ⁵ <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>

1 43. As set forth herein, Public Entity Plaintiffs are informed and believe, and thereon allege,
2 that the Zogg Fire started when a gray pine fell and struck PG&E’s electrical infrastructure which sparked
3 a fire and the resultant damages complained of.

4 44. According to PG&E, the company “believes that the Gray Pine of interest may have been
5 identified for removal during restoration efforts following the Carr Fire in 2018” based on records PG&E
6 reviewed concerning the work.⁶ Despite having previously identified the tree for removal, the work was
7 clearly never done and thus, could have been a relatively nominal measure taken that prevented the Zogg
8 Fire altogether.

9 45. The gray pine at issue was identified in a photograph by PG&E⁷ in its recent filing in
10 connection with the pending criminal matter before the Honorable William Alsup in the United States
11 District Court – Northern District of California. In the image, one can easily see the proximity to the
12 adjacent power lines and the hazard presented.



26

27 ⁶ See United States of America v. Pacific Gas and Electric Company, United States District Court –
28 Northern District of California, Case No. 14-CR-00175-WHA, Hon. William Alsup, Doc. No. 1265, p.
22, filed 11/18/20.

⁷ *Id.* See, Exhibit D.

1 46. Over 16 days the Zogg Fire tore through and burned over 56,000 acres, destroyed 204
2 structures, damaged an additional 27 structures, and caused four fatalities.

3 47. As detailed more fully above, PG&E repeatedly fails to inspect, maintain, repair, or replace
4 its equipment or conduct property vegetation inspections and management. These failures also contributed
5 to the Butte, North Bay, and Camp Fires, as well as the Zogg Fire at issue, yet PG&E continued to engage
6 in the same course of dangerous behavior.

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

13 49. According to PG&E's report to the California Public Utilities Commission, a PG&E
14 SmartMeter and a line recloser serving the area at issue reported alarms and other activity between
15 approximately 2:40 p.m. and 3:06 p.m., when the line recloser allegedly de-energized the portion of the
16 Girvan 1101 12kV circuit.

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

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

25 **F. IMPACT ON THE COMMUNITIES CAUSING TAX REVENUE LOSSES TO**
26 **PUBLIC ENTITIES**

27 52. The Zogg Fire caused significant damage to the affected areas in Shasta and Tehama
28 Counties. The fire damage and destruction also reduced the value of affected properties and will reduce

1 the resale value and development potential for such properties. The destruction and/or negative impacts
2 to the local industries will also cause a tax revenue loss to the Public Entity Plaintiffs.

3 53. In addition to damage and destruction of real and personal property, the Zogg Fire caused
4 widespread economic losses to businesses throughout the region and will continue to do so into the future.
5 Businesses have incurred, and will continue to incur, economic losses due to inability to operate their
6 businesses, loss of access to their business locations, and/or inability of staff and employees to reach the
7 businesses.

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

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

21 55. A further enumerated list of impacts to the Public Entity Plaintiffs includes, but is not
22 limited to, the following:

- 23 a. Fire suppression costs;
- 24 b. Administration, funding, and operation of emergency operations centers;
- 25 c. Administration, funding, and operation of evacuation centers and shelters;
- 26 d. Securing and managing burn areas, including safe re-entry for the public;
- 27 e. Staff overtime, labor costs, personnel, and other materials;
- 28 f. Additional law enforcement costs;

- 1 g. Lost work and productivity due to public entity employees unable to return to work;
- 2 h. Loss of natural resources, open space, wildlife, and public lands;
- 3 i. Loss of parks, including damage to real property and to recreational opportunities
- 4 and programs, and the revenue generated therefrom;
- 5 j. Destruction or damage to public infrastructure, including but not limited to roads,
- 6 sidewalks, water storage facilities, water distribution systems, sewer collection
- 7 systems, stormwater systems, fire stations, and other infrastructure;
- 8 k. Damage or harm to facility and infrastructure lifespan, including water treatment
- 9 facilities and landfills;
- 10 l. Costs of debris removal and related administrative obligations;
- 11 m. Costs of facilitating/administering community rebuilding efforts, staffing and
- 12 administration of permitting centers;
- 13 n. Costs of administering community outreach efforts, including towards revisions to
- 14 new ordinances, guidelines, and rules, and housing assistance programs and
- 15 policies;
- 16 o. Costs of watershed, waterway, and water body management and protection;
- 17 p. Damages related to soil erosion and mitigation, loss of soil stability and
- 18 productivity, including management of risk of debris flow and landslides;
- 19 q. Damages related to water contamination, including water quality preservation and
- 20 correction expenses, including but not limited to repair and/or replacement of water
- 21 treatment facilities or systems;
- 22 r. Economic damages including but not limited to loss of tax revenues such as
- 23 property, sales, business, and transient occupancy taxes;
- 24 s. Economic damages including but not limited to business like or proprietary
- 25 revenues, such as airport use, facility rentals, educational and recreational programs
- 26 and others;
- 27 t. Economic damages from loss of workforce housing;
- 28

- 1 u. Economic damages from damage to tourism and economic development, such as
2 overall branding and reputation;
- 3 v. Damages resulting from short and long term public health impacts, including costs
4 to provide educational, outreach, and other services;
- 5 w. Other impacts, injuries, and damages to public entities.

6 56. The Public Entity Plaintiffs also suffered other injuries and damages not yet identified,
7 including those unique to public entities in general.

8 **GENERAL ALLEGATIONS**

9 **FIRST CAUSE OF ACTION**

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

11 57. Public Entity Plaintiffs incorporate and reallege each of the paragraphs above as though
12 fully set forth herein.

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

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

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

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

23 61. PG&E's design, development, construction, installation, control, management,
24 maintenance, inspection, ownership and operation of its Electrical System constitutes a public
25 improvement for a public use.

26 62. On or about September 27, 2020, PG&E's Electrical System started the Zogg Fire, which
27 directly, substantially and legally resulted in the taking of Public Entity Plaintiffs' private property and
28 deprived them of the use and enjoyment of their property.

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

6 64. PG&E owned and substantially participated in the design, planning, approval, construction
7 and operation of the Electrical System and public improvements for the supplying of electricity. PG&E
8 exercised control and dominion over the said Electrical System and public improvements as a public
9 project and public benefit.

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

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

18 67. PG&E deliberately designed its Electrical System to transport electricity from its
19 powerplant to substations through high-voltage transmission lines for the purpose of providing electricity
20 to the public. This includes PG&E’s design of its Electrical System with system protection devices,
21 including but not limited to fuses, breakers and reclosers (“System Protection”) to trip and stop the flow
22 of electricity should an electrical overcurrent event occur. The inherent danger in Electricity and PG&E’s
23 design of its Electrical System materialized in an arcing event that caused the Zogg Fire, which damaged
24 Public Entity Plaintiffs’ Property. The circuitry and equipment that failed was owned and controlled by
25 PG&E, and PG&E specifically would not allow the homeowners or members of the public to touch, work
26 upon, alter or maintain any such Electrical System.

27 68. PG&E deliberately constructed its Electrical System to transport electricity from its
28 powerplant to substations through high-voltage transmission lines for the purpose of providing electricity

1 to the public. This includes PG&E’s construction of its Electrical System with System Protection to trip
2 and stop the flow of electricity should an electrical overcurrent event occur. The inherent danger in
3 Electricity PG&E’s construction of its Electrical System materialized in an
4 arcing/electrical event that caused the Zogg Fire, which damaged Public Entity Plaintiffs’ Property.

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

11 70. PG&E designed and constructed its Electrical System to transport electricity from its
12 powerplant to substations through high-voltage transmission lines for the purpose of providing electricity
13 to the public. Electricity is a dangerous instrumentality and PG&E has a non-delegable duty to perform
14 inspection and maintenance on its Electrical System. The inherent danger in PG&E failing to maintain,
15 repair and/or replace the structural integrity of its Electrical System, including the transmission towers,
16 materialized in an arcing/electrical event that caused the Zogg Fire, which damaged Public Entity
17 Plaintiffs’ Property.

18 71. PG&E has a non-delegable duty to maintain and upkeep its Electrical System, including
19 the System Protection so that should an electrical overcurrent event occur, its powerlines de-energize. The
20 inherent danger in PG&E failing to maintain and upkeep its Electrical System, including the System
21 Protection, materialized in an arcing event, which ignited the Zogg Fire that damaged Public Entity
22 Plaintiffs’ Property.

23 72. PG&E has a non-delegable duty to maintain and upkeep its Electrical System, which
24 includes vegetation management around its Electrical System. The inherent danger in PG&E failing to
25 maintain and continuously upkeep the surrounding vegetation around its Electrical System materialized
26 in an arcing event, which ignited ground vegetation, starting the Zogg Fire that damaged Public Entity
27 Plaintiffs’ Property

1 73. In acting in furtherance of the public objective of supplying electricity and as a direct,
2 necessary and legal result of PG&E's Electrical System, as deliberately designed, constructed and
3 maintained, on or about September 27, 2020, the Electrical System, including the power lines and/or other
4 electrical equipment came in contact with vegetation and/or other live conductors, and/or broke, failed,
5 fell down, sparked, and/or exploded, causing the Zogg Fire that tore through and burned over 56,000 acres
6 and took and did take property owned and/or occupied by Public Entity Plaintiffs.

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

10 75. PG&E has special knowledge and expertise above that of a layperson that is required to
11 perform safe structural integrity inspections and maintenance, and other safety inspections at, near and
12 around its Electrical System. Specifically, PG&E performed inspection and maintenance, near and upon
13 the Electrical System near the Zogg Fire general area of origin in the past and exercised dominion and
14 control over its Electrical System.

15 76. The policy justifications underlying inverse condemnation liability are that individual
16 property owners should not have to contribute disproportionately to the risks from public improvements
17 made to benefit the community as a whole. Under the rules and regulations set forth by the California
18 Public Utilities Commission, amounts that Defendants must pay in inverse condemnation can be included
19 in their rates and spread among the entire group of rate payers so long as they are otherwise acting as a
20 reasonable and prudent manager of their Electrical System.

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

1 **SECOND CAUSE OF ACTION**

2 **(Negligence against all Defendants)**

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

5 79. Public Entity Plaintiffs bring this cause of action for negligence against all Defendants,
6 and/or each of them.

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

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

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

14 82. At all relevant times, Defendants, and/or each of them, operated, controlled, and/or
15 maintained the Electrical System.

16 83. At all times relevant, Defendants, and/or each of them, were required to own, design,
17 control, possess, operate, install, construct, inspect, maintain, and manage the Electrical System, including
18 the real estate, rights-of-way, easements, fixtures, conductors, devices, poles, conduits, apparatus, parts,
19 and equipment in accordance with all standards, laws, rules, regulations, and orders pertaining thereto.

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

24 85. The Zogg Fire was a direct and legal result of the negligence, carelessness, recklessness,
25 and/or unlawfulness of Defendants, and/or each of them. Defendants, and/or each of them, breached their
26 respective duties owed individually and/or collectively to Public Entity Plaintiffs by, including but not
27 limited to: (1) failing to comply with the applicable statutory, regulatory, and/or professional standards of
28 care; (2) failing to timely and properly maintain, manage, inspect, and/or monitor the subject power lines,

1 electrical equipment, and/or adjacent vegetation; (3) failing to make the overhead lines safe under all the
2 exigencies created by surrounding circumstances and conditions; (4) failing to conduct adequate,
3 reasonably prompt, proper, effective, and/or frequent inspections of the electrical transmission lines,
4 wires, and/or associated equipment; (5) failing to design, construct, monitor, and/or maintain high voltage
5 electrical transmission, and/or distribution power lines in a manner that avoids the potential to ignite a fire
6 during long, dry seasons; (6) failing to install the equipment necessary and/or to inspect and repair the
7 equipment installed, to prevent electrical transmission and distribution lines from improperly sagging,
8 operating, and/or making contact with other metal wires placed on its poles and igniting fires; (7) failing
9 to keep equipment in a safe condition and/or manage equipment to prevent fire at all times; (8) failing to
10 de-energize power lines during fire prone conditions; (9) failing to de-energize power lines after the fire's
11 ignition; (10) failing to properly train and to supervise employees and agents responsible for maintenance
12 and inspection of the transmission lines and/or vegetation areas nearby these lines and/or (11) violating
13 Health & Safety Code § 13007 by allowing fire to be set to the property of another.

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

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

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

1 96. Public Entity Plaintiffs did not consent, expressly or impliedly, to the wrongful conduct of
2 Defendants, and/or each of them, in acting in the manner set forth above.

3 97. As a further direct and legal result of the conduct of Defendants, and/or each of them,
4 Public Entity Plaintiffs have suffered, and will continue to be harmed by the interference with Public
5 Entity Plaintiffs' occupancy, possession, use and/or enjoyment of their property, as alleged above.

6 98. A reasonable, ordinary person would be reasonably annoyed or disturbed by the condition
7 created by Defendants, and/or each of them, and the resulting fire.

8 99. The conduct of Defendants, and/or each of them, is unreasonable and the seriousness of
9 the harm to the public, including Public Entity Plaintiffs herein, outweighs the social utility of Defendants'
10 conduct.

11 100. As a direct and proximate result of the conduct of Defendants and the resultant fire, Public
12 Entity Plaintiffs incurred significant and actual damages, as described herein and in an amount to be
13 proven at trial.

14 101. The hazardous conditions that were created by and/or permitted to exist by Defendants,
15 and/or each of them, affected a substantial number of people within the general public, including Public
16 Entity Plaintiffs herein, and constituted a public nuisance under Civil Code §§ 3479, 3480 and 3481 and
17 Public Resources Code § 4171. Further, the ensuing uncontrolled wildfire constituted a public nuisance
18 under Public Resources Code § 4170.

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

27 103. The Public Entity Plaintiffs suffered injuries and damages including, but not limited to,
28 the following potential categories of damages: loss of natural resources, open space, and public lands;

1 loss of public parks; property damages including real and personal property; fire suppression costs
2 including personnel, overtime labor costs, materials, and other fire suppression damages; evacuation
3 expenses, economic damages such as loss of tax revenue including property, sales, and transient
4 occupancy taxes; economic damages such as losses from impacts on business like activities; costs
5 associated with response and recovery including debris removal, emergency response, and other costs;
6 damage to infrastructure including but not limited to roads, sidewalks, water, stormwater and sewer
7 systems, and underground infrastructure, and other public entity-owned infrastructure; damages based on
8 soil erosion, and loss of soil stability and productivity; damages related to water contamination including
9 water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and
10 other significant injuries, damages, and losses directly related to and caused by the fire.

11 104. The Public Entity Plaintiffs suffered other injuries and damages yet identified including
12 those unique to the Public Entity Plaintiffs.

13 105. Further, the conduct alleged against Defendants in this Complaint was despicable and
14 subjected Public Entity Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,
15 constituting oppression, for which Defendants must be punished by punitive and exemplary damages in
16 an amount according to proof. Defendants' conduct was carried on with a willful and conscious disregard
17 of the rights and safety of Public Entity Plaintiffs, constituting malice, for which Defendants must be
18 punished by punitive and exemplary damages according to proof. An officer, director, or managing agent
19 of Defendants personally committed, authorized and/or ratified the despicable and wrongful conduct
20 alleged in this Complaint.

21 **FOURTH CAUSE OF ACTION**

22 **(Premises Liability Against All Defendants)**

23 106. Public Entity Plaintiffs incorporate and re-allege by this reference, each of the paragraphs
24 set forth as though fully set forth herein.

25 107. Defendants, and/or each of them, were the owners of an easement and/or real property in
26 the area of the origins of the Zogg Fire, and/or were the owners of the power lines upon said easement(s)
27 and/or right(s) of way.

28 108. Defendants, and/or each of them, acted wantonly, unlawfully, carelessly, recklessly, and/or

1 negligently in failing to properly inspect, manage, maintain, and/or control the vegetation near its power
2 lines along the real property and easement(s), allowing an unsafe condition presenting a foreseeable risk
3 of fire danger to exist on said property.

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

7 110. 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.

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

22 112. The Public Entity Plaintiffs suffered other injuries and damages yet identified including
23 those unique to the public entity plaintiffs.

24 **FIFTH CAUSE OF ACTION**
25 **(Trespass Against All Defendants)**

26 113. Public Entity Plaintiffs incorporate and re-allege by this reference each of the paragraphs
27 set forth as though fully set forth herein.

28 114. At all times relevant herein, Public Entity Plaintiffs were the owners, tenants, and/or lawful

1 occupants of property damaged by the Zogg Fire.

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

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

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

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

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

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

23 121. As a further direct and legal result of the wrongful acts and/or omissions of Defendants,
24 and/or each of them, Public Entity Plaintiffs seek the recovery of punitive and exemplary damages against
25 Defendants as set forth above. An officer, director, or managing agent of PG&E personally committed,
26 authorized and/or ratified the reckless and wrongful conduct alleged in this complaint. Further, the
27 conduct of Defendants and their failures to act as alleged in this complaint were in reckless disregard of
28 their consequences and in reckless disregard of the rights and safety of the Public Entity Plaintiffs and

1 subjected the Public Entity Plaintiffs to cruel and unjust hardship, thus constituting malice and oppression
2 on Defendants' part for which they must be punished by punitive and exemplary damages in an amount
3 according to proof. An officer, director, or managing agent of PG&E personally committed, authorized
4 and/or ratified the reckless and wrongful conduct alleged in this complaint.

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

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

19 **SIXTH CAUSE OF ACTION**

20 **(Negligence Per Se Against All Defendants)**

21 124. Public Entity Plaintiffs incorporate and re-allege by this reference each of the paragraphs
22 set forth as though fully set forth herein.

23 125. Defendants at all times herein had a duty to properly design, construct, operate, maintain,
24 inspect, and manage their electrical infrastructure as well as trim trees and vegetation in compliance with
25 all relevant provisions of applicable orders, decisions, directions, rules or statutes, including those
26 delineated by, but not limited to, Public Utilities Commission General Order 95, including but not limited
27 to Rules 31.2 and 38, Public Resources Code Section 4435, and Public Utilities Commission General
28 Order 165.

1 126. The violation of a legislative enactment or administrative regulation which defines a
2 minimum standard of conduct is unreasonable per se.

3 127. Defendants violated the above by, but not limited to:

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

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

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

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

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

5 139. As a Public Utility, Defendants at all times herein had a duty to properly design, construct,
6 operate, maintain, inspect, and manage its electrical infrastructure as well as trim trees and vegetation in
7 compliance with all relevant provisions of applicable orders, decisions, directions, rules or statutes,
8 including, but not limited to, those stated in: (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) Code of Civil Procedure § 733; (d) Public
10 Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.

11 140. The violation of a legislative enactment or administrative regulation which defines a
12 minimum standard of conduct is unreasonable per se.

13 141. Defendants violated the above listed requirements, by:

- 14 a. Failing to service, inspect or maintain electrical infrastructure, structures and
15 vegetation affixed to and in close proximity to high voltage electrical lines;
- 16 b. Failing to provide electrical supply systems of suitable design;
- 17 c. Failing to construct and to maintain such systems for their intended use of safe
18 transmission of electricity considering the known condition of the combination
19 of the dry season and vegetation of the area, resulting in Public Entity Plaintiffs
20 being susceptible to the ignition and spread of fire and the fire hazard and danger
21 of electricity and electrical transmission and distribution;
- 22 d. Failing to properly design, construct, operate, maintain, inspect and manage its
23 electrical supply systems and the surrounding arid vegetation resulting in said
24 vegetation igniting and accelerating the spread of the fire;
- 25 e. Failing to properly safeguard against the ignition of fire during the course and
26 scope of employee work on behalf of Defendants; and
- 27 f. Failing to comply with the enumerated legislative enactments and administrative
28 regulations.

1 142. Defendants proximately and substantially caused the destruction, damage, and injury to
2 Public Entity Plaintiffs by their violations of applicable orders, decisions, directions, rules or statutes,
3 including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2,
4 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public
5 Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 4511.

6 143. Public Entity Plaintiffs were and are within the class of persons for whose protection
7 applicable orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those
8 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
9 Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435;
10 and (e) Public Utilities Code § 451.

11 144. As alleged herein according to proof, Defendants are liable to Public Entity Plaintiffs for
12 all loss, damages and injury caused by and resulting from Defendants' violation of applicable orders,
13 decisions, directions, rules or statutes were adopted, including, but not limited to, those stated in: (a)
14 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.
15 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e)
16 Public Utilities Code § 451.

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

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

1 soil erosion, and loss of soil stability and productivity; damages related to water contamination including
2 water quality preservation and correction expenses; loss of water storage; loss of aesthetic value; and
3 other significant injuries, damages, and losses directly related to and caused by the fire.

4 147. The Public Entity Plaintiffs suffered other injuries and damages yet identified including
5 those unique to the public entity plaintiffs.

6 **EIGHTH CAUSE OF ACTION**

7 **(Violation of Health & Safety Code § 13007, et seq. Against All Defendants)**

8 148. Public Entity Plaintiffs incorporate and re-allege each of the paragraphs set forth above as
9 though fully set forth herein.

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

13 150. As a direct and legal result of Defendants' violation of Health & Safety Code § 13007,
14 Public Entity Plaintiffs suffered recoverable damages to property under Health & Safety Code § 13007.21
15 and continue to suffer the injuries and damages described above.

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

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

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

25 154. Further, the conduct of Defendants and their failures to act as alleged in this complaint
26 were in reckless disregard of their consequences and in reckless disregard of the rights and safety of the
27 Public Entity Plaintiffs and subjected the Public Entity Plaintiffs to cruel and unjust hardship, thus
28 constituting malice and oppression on Defendants' part for which they must be punished by punitive and

1 exemplary damages in an amount according to proof. An officer, director, or managing agent of PG&E
2 personally committed, authorized and/or ratified the reckless and wrongful conduct alleged in this
3 complaint.

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

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

18 **NINTH CAUSE OF ACTION**

19 **(Violation of Health & Safety Code § 13009, et seq. Against All Defendants)**

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

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

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

28 160. As a further legal result of the violation of Health and Safety Code §13009 et. seq. by

1 Defendants, Public Entity Plaintiffs suffered damages that entitles them to reasonable attorney's fees
2 under Code of Civil Procedure §1021.9 for the prosecution of this cause of action.

3 161. Further, the conduct alleged against Defendants in this Complaint was despicable and
4 subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting
5 oppression, for which Defendants must be punished by punitive and exemplary damages in an amount
6 according to proof. Defendants' conduct was carried on with a willful and conscious disregard of the
7 rights and safety of Plaintiffs, constituting malice, for which Defendants must be punished by punitive
8 and exemplary damages according to proof. On information and belief, an officer, director, or managing
9 agent of PG&E personally committed, authorized and/or ratified the despicable and wrongful conduct
10 alleged in this Complaint.

11 **DEMAND FOR JURY TRIAL**

12 162. Public Entity Plaintiffs hereby demand a jury trial.

13 **PRAYER FOR RELIEF**

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

16 **For Inverse Condemnation**

- 17 (1) Repair, depreciation, and replacement of damaged, destroyed, or lost personal and
18 real property;
- 19 (2) Loss of the use, benefit, goodwill, and enjoyment of Public Entity Plaintiffs' real
20 and personal property;
- 21 (3) Loss of wages, earning capacity, business profits and any related displacement
22 expenses;
- 23 (4) All costs of suit, including attorneys' fees, expert fees, and related costs;
- 24 (5) Any and all relief, compensation, or measure of damages available to Public Entity
25 Plaintiffs by law based on the injuries and damages suffered by Public Entity
26 Plaintiffs;
- 27 (6) Prejudgment interest according to proof; and
28

1 (7) For such other and further relief as the Court shall deem proper, all according to
2 proof.

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

- 6 (1) General and/or special damages for all damage to property according to proof;
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, goodwill, business profits or proceeds and any
10 related displacement expenses;
11 (4) Evacuation expenses and alternate living expenses;
12 (5) Fire suppression costs and costs for rescue and/or emergency medical services;
13 (6) Erosion damage to real property and flood control costs;
14 (7) Attorneys' fees, expert fees, consultant fees and litigation costs and expenses, as
15 allowed under Code of Civil Procedure section 1021.9 or any other statute;
16 (8) Damages for wrongful injuries to timber, trees, or underwood on its property, as
17 allowed under Civil Code section 3346;
18 (9) For punitive and exemplary damages against Defendants in an amount according
19 to proof under Public Utilities Code § 2106 and/or any and all other statutory or
20 legal bases that may apply;
21 (10) Costs of suit;

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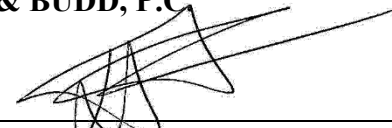
(11) Prejudgment interest; and

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

Dated: December 10, 2020

BARON & BUDD, P.C.

By: _____


JOHN P. FISKE

Attorneys for Public Entity Plaintiffs

Dated: December 10, 2020

DIXON DIAB & CHAMBERS LLP

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