

1 EDWARD C. DUCKERS (SB #242113)
ed.duckers@stoel.com
2 LAUREN V. NEUHAUS (SB #327698)
lauren.neuhaus@stoel.com
3 STOEL RIVES LLP
One Montgomery Center, Suite 3230
4 San Francisco, CA 94104
Telephone: 415.617.8900
5 Facsimile: 415.617.8907

6 MATTHEW D. SEGAL (SB #190938)
matthew.segal@stoel.com
7 STOEL RIVES LLP
500 Capitol Mall, Suite 1600
8 Sacramento, CA 95814
Telephone: 916.447.0700
9 Facsimile: 916.447.4781

10 Attorneys for Plaintiffs
Collins Pine Company; CC&H Lands, LLC; CCT
11 Lands, LLC; Rock Creek Lands, LLC; E.S. Collins
California Trust; TWC Corporation; and Wespeth
12 Forests LLC

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN FRANCISCO

15 COLLINS PINE COMPANY, an Oregon
corporation;
16 CC&H LANDS, LLC, a Delaware limited
liability company;
17 CCT LANDS, LLC, a Delaware limited
liability company;
18 ROCK CREEK LANDS, LLC, a Delaware
limited liability company;
19 E.S. COLLINS CALIFORNIA TRUST, a trust
administered under the laws of the State of
20 Oregon;
TWC CORPORATION, an Oregon
21 corporation; and
WESPATH FORESTS LLC, an Illinois
22 limited liability company,

23 Plaintiffs,

24 v.

25 PG&E CORPORATION, a California
corporation;
26 PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation;
27 DOES 1-200, inclusive,

28 Defendants.

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

04/10/2024
Clerk of the Court
BY: AUSTIN LAM
Deputy Clerk

CGC-24-613843

CASE NO.

**COMPLAINT FOR DAMAGES AND
INJURIES**

1. **INVERSE CONDEMNATION**
2. **TRESPASS**
3. **PRIVATE NUISANCE**
4. **PUBLIC NUISANCE**
5. **VIOLATION OF PUBLIC
UTILITIES CODE § 2106**
6. **VIOLATION OF HEALTH AND
SAFETY CODE, § 13007 et seq.**
7. **NEGLIGENCE**

JURY TRIAL DEMANDED

1 Plaintiffs Collins Pine Company; CC&H Lands, LLC; CCT Lands, LLC; Rock Creek
2 Lands, LLC; E.S. Collins California Trust; TWC Corporation; and Wespeth Forests LLC
3 (“Plaintiffs”), by and through their undersigned counsel, hereby file the following complaint for
4 damages and injuries (“Complaint”) against all Defendants and Does 1-200.

5 **I. INTRODUCTION**

6 1. This Complaint arises from a wildfire that PG&E’s equipment and operations
7 caused on July 13, 2021 known as the “Dixie Fire.”

8 2. The Dixie Fire started when electrical equipment owned, operated, and/or
9 maintained by PG&E contacted, or caused electrical current to contact, surrounding vegetation.

10 3. PG&E’s utility infrastructure was intended, designed, and constructed to pass
11 electricity through powerlines in vegetated areas. Plaintiffs are informed and believe that PG&E
12 negligently, recklessly, and willfully failed to properly, safely, and prudently inspect, repair,
13 maintain, and operate the electrical equipment in its utility infrastructure, maintain an appropriate
14 clearance area between the electrical equipment in its utility infrastructure and surrounding
15 vegetation, and address hazard trees near its equipment.

16 4. The Dixie Fire was the largest single, non-complex, wildfire in California history
17 and one of the largest wildfires overall in United States history.

18 5. Plaintiffs are private timberlands owners and business entities in the forest-
19 products industry whose property, trees, and ongoing business opportunities were destroyed by
20 the Dixie Fire.

21 **II. JURISDICTION AND VENUE**

22 6. This Court has jurisdiction over this matter pursuant to California Code of Civil
23 Procedure sections 395(a) and 410.10 because Defendants are incorporated in California, have
24 their headquarters in Oakland, California, reside in and do significant business in the County of
25 San Francisco, engage in the bulk of their corporate activities in California, and maintain the
26 majority of their corporate assets in California to render the exercise of jurisdiction over
27 Defendants consistent with the traditional notions of fair play and substantial justice.
28

1 7. Venue is proper in San Francisco County pursuant to California Code of Civil
2 Procedure section 395.5, as Defendants perform business in San Francisco County, and a
3 substantial part of the events, acts, omissions, and transactions complained of occurred in this
4 county.

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

6 **III. PARTIES**

7 A. Plaintiffs

8 9. Plaintiffs are business entities and trusts that, at all times relevant to this pleading,
9 owned real and/or personal property located in Plumas and Tehama Counties damaged by the
10 Dixie Fire and derived income from property damaged by the Dixie Fire. The property associated
11 with Plaintiffs' claims includes, but is not limited to, approximately 94,000 acres of commercial-
12 grade timber, roads, structures, bridges, culverts, and other personal property, of which
13 approximately 55,000 acres were destroyed or otherwise damaged in the Dixie Fire. The
14 timberlands damaged in the Dixie Fire that are the subject of this pleading are referred to herein
15 as the "Collins Almanor Forest" or "CAF."

16 10. Plaintiff Collins Pine Company ("CPC") is an Oregon corporation involved in the
17 commercial timber industry. CPC owns portions of the Collins Almanor Forest as well as timber
18 rights in the Collins Almanor Forest. CPC also owns a sawmill in Chester, California, that is
19 operated chiefly to receive and mill timber from the Collins Almanor Forest. CPC has been
20 family owned since 1855 and is in the fifth generation of family ownership.

21 11. CC&H Lands, LLC is a Delaware limited liability company with its primary place
22 of business in Oregon. CC&H Lands, LLC owns, as tenant in common with Wespith Forests
23 LLC, large portions of the Collins Almanor Forest.

24 12. CCT Lands, LLC is a Delaware limited liability company with its primary place of
25 business in Oregon. CCT Lands, LLC owns portions of the Collins Almanor Forest.

26 13. Rock Creek Lands, LLC is a Delaware limited liability company with its primary
27 place of business in Oregon. Rock Creek Lands, LLC owns portions of the Collins Almanor
28 Forest.

1 14. E.S. Collins California Trust is a trust administered under the laws of Oregon.
2 E.S. Collins California Trust owns portions of the Collins Almanor Forest.

3 15. TWC Corporation is an Oregon corporation and a fully owned subsidiary of CPC.
4 TWC Corporation is contractually obligated to pay 50 percent of reforestation costs in the Collins
5 Almanor Forest following the Dixie Fire.

6 16. Wespath Forests LLC is a not-for-profit Illinois limited liability company and a
7 wholly owned subsidiary of Wespath Benefits and Investments, a not-for-profit administrative
8 agency of the United Methodist Church that has been offering, administering, and sponsoring
9 retirement, health, and welfare benefit plans and programs for over 100 years to more than
10 100,000 active and retired clergy and lay employees of the United Methodist Church. Wespath
11 Benefits and Investments manages the assets of these plans, as well as the institutional assets of a
12 range of Methodist investors and has fiduciary obligations to its plan participants and institutional
13 investors to manage the plans and such assets prudently. The revenue from the CAF timber sales,
14 together with investment earnings on such amounts, are used to fulfill benefit obligations under
15 certain of these plans. Wespath Forests LLC owns, as tenant in common with CC&H Lands,
16 LLC, large portions of the Collins Almanor Forest.

17 17. Plaintiffs have elected to join their individual lawsuits in a single action under
18 rules of permissive joinder. Plaintiffs do not seek class certification or relief on any class-wide,
19 collective, or other group basis but, instead, seek the damages and other remedies identified
20 herein on an individual basis according to the proof at trial or through alternative dispute
21 resolution efforts.

22 **B. Defendants**

23 18. Defendant PG&E Corporation was, at all times relevant to this pleading, a
24 California corporation authorized to do, and is doing, business in California, with its headquarters
25 in Oakland, California. At all times relevant to this pleading, PG&E Corporation acted to provide
26 a utility, including electrical services, to members of the public in California, including residents
27 of Plumas and Tehama Counties. PG&E Corporation did so through its agents and subsidiaries,
28 including Pacific Gas and Electric Company.

1 19. Defendant Pacific Gas and Electric Company was, at all times relevant to this
2 pleading, a California corporation authorized to do, and is doing, business in California, with its
3 headquarters in Oakland, California. At all times relevant to this pleading, Pacific Gas and
4 Electric Company acted to provide a utility, including electrical services, to members of the
5 public in California, including residents of Plumas and Tehama Counties. Pacific Gas and
6 Electric Company is a subsidiary or other entity wholly controlled by PG&E Corporation.

7 20. PG&E Corporation and Pacific Gas and Electric Company are jointly and
8 severally liable for each other's wrongful acts and/or omissions as alleged herein. These
9 companies do not compete against one another but, instead, operate as a single enterprise,
10 integrating their resources to achieve a common business purpose. These companies are
11 organized and controlled such that one is a mere instrumentality, agent, and/or conduit of the
12 other. Officers, managers, and directors are intertwined and not fully independent of one another.
13 These companies share legal counsel, share unified policies and procedures, and file consolidated
14 financial statements and regulatory documents. Thus, as used herein, "PG&E" refers collectively
15 to Defendants PG&E Corporation and Pacific Gas and Electric Company.

16 21. PG&E is in the business of providing electricity to the residents of, among other
17 places, Plumas and Tehama Counties through a utility infrastructure, including a network of
18 electrical transmission and distribution lines. PG&E is a "public utility" under Public Utilities
19 Code sections 216(a)(1) and 218(a).

20 22. The true names and capacities of defendants Does 1 through 200 are currently
21 unknown to Plaintiffs who, therefore, sue these defendants under these fictitious names pursuant
22 to Code of Civil Procedure section 474. These defendants are each directly and/or vicariously
23 responsible, in some manner, for the harms alleged herein. If/when Plaintiffs learn these
24 defendants' true names and capacities, Plaintiffs will seek to amend this pleading accordingly.

25 23. "Defendants" refers collectively to PG&E and Does 1 through 200.

26 24. At all times relevant to this pleading, Defendants, and/or each of them, were the
27 agents, servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers
28 of each of the other Defendants and were operating within the purpose and scope of said agency,

1 service, employment, partnership, enterprise, conspiracy, and/or joint venture; and each of
2 Defendants aided and abetted, encouraged, and rendered substantial assistance to the other
3 Defendants in breaching their obligations and duties to Plaintiffs, as alleged herein. In taking
4 action to aid and abet and substantially assist the commission of these wrongful acts and other
5 wrongdoings alleged herein, each of the Defendants acted with an awareness of his/her/its
6 primary wrongdoing and realized that his/her/its conduct would substantially assist the
7 accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

8 **IV. FACTS**

9 A. Collins Almanor Forest

10 25. Plaintiffs have managed the CAF on an uneven-aged, sustained-yield basis for
11 over a century. Uneven-aged management emphasizes selective cutting, a practice that creates
12 stands of uneven-aged trees similar to those found in natural forests. Plaintiffs managed the CAF
13 with multiple objectives, including to maintain and enhance diversity in the forests among species
14 and sizes of trees, improve forest health, allow forests to regenerate naturally wherever possible,
15 and increase the production of high-quality timber to feed the company's production facilities.
16 Plaintiffs had broad goals of maintaining the forests' functions as watersheds and habitats for
17 wildlife and keeping management options open for future generations. As a result of these
18 practices, the CAF produced larger, higher-quality logs than clear-cut forests.

19 26. In 1993, CPC became one of the first companies in the world to have an
20 independent organization certify that some of its timberlands are well managed; Scientific
21 Certification Systems of Oakland, California, certified the CAF in Chester, California, as a
22 "State-of-the-Art Well-Managed Forest," one of the first in the United States. At all times
23 material, the CAF land was certified by the Forest Stewardship Council, which confirmed that the
24 forest was being managed in a way that preserved biological diversity and benefitted the lives of
25 local people and workers, while ensuring it sustained economic viability.

26 27. In 1996, the Clinton Administration selected CAF to receive the Presidential
27 Award for Sustainable Development.

28

1 28. In 2001, the California Board of Forestry and Fire Protection recognized Collins
2 Pine with the Francis H. Raymond Award for outstanding contributions to the protection and wise
3 use of forest resources in California.

4 29. The CAF has operated under an approved sustained yield plan (“SYP”). The
5 intent of SYPs is to “assure the continuous growing and harvesting of commercial forest tree
6 Species and to protect the soil, air, fish, and wildlife, and water resources in accordance with the
7 policies of the Forest Protection Act (FPA).” (Cal. Code Regs., tit. 14, § 1091.1(b).) SYPs
8 provide “a means for addressing long-term issues of sustained timber production, and cumulative
9 [e]ffects analysis which includes issues of fish and wildlife and watershed impacts on a large
10 landscape basis.” *Id.* SYPs demonstrate how growth and harvest will be sustainably balanced
11 over time and must include projections of timber growth and harvesting over a 100-year planning
12 horizon. *Id.* at § 1091.3. SYPs require extensive public and regulatory review and approval by
13 the Board of Forestry.

14 30. The Pacific Crest Trail, a public long-distance hiking and equestrian trail, ran
15 through the CAF. The CAF land that the Pacific Crest Trail overlay was significantly burned by
16 the Dixie Fire.

17 31. Plaintiffs have acted as trustees and stewards of the environment through their
18 management of the CAF.

19 B. The Dixie Fire

20 32. The Dixie Fire ignited near the border between Butte and Plumas Counties. The
21 fire ignited as a result of contact between a Douglas fir tree and PG&E’s 12kV distribution line,
22 and in particular at that portion of PG&E’s system known as the Bucks Creek 1101 12kV
23 Overhead Distribution Circuit, which circuit connected power to the Cresta Dam, a California
24 Department of Transportation tunnel, and railroad equipment.

25 33. In an incident report to the California Public Utilities Commission (“CPUC”)
26 dated July 18, 2021, PG&E reported that, “[o]n July 13, 2021 at approximately 0700 hours,
27 PG&E’s outage system indicated that Cresta Dam off of Highway 70 in the Feather River Canyon
28 lost power.”

1 34. It was not until approximately 10 hours later that a PG&E field technician finally
2 identified the fault and disconnected power at the Bucks Creek 1101 12kV Overhead Distribution
3 Circuit. When he did, he observed two of three fuses blown and what appeared to him to be a
4 healthy green tree leaning into the Bucks Creek 1101 12kV conductor, which was still intact and
5 suspended on poles. He also observed a fire on the ground near the base of the tree.

6 35. According to the PG&E field technician on the day of the ignition, and also a
7 California Department of Forestry and Fire Protection (“Cal Fire”) Investigation Report, released
8 publicly on June 9, 2022 (“Investigation Report”), the fire ignited as a result of a tree falling
9 against PG&E’s conductors on the Bucks Creek 1101 12kV Overhead Distribution Circuit.
10 Before it fell, the tree was 65 feet tall, damaged, and outwardly visibly decayed (the “Subject
11 Tree”).

12 36. On July 18, 2021, Cal Fire removed the Subject Tree so that an arborist could
13 analyze it. On October 10, 2021, the arborist issued his report and concluded that the base of the
14 tree had been injured by a previous fire, the 2008 Butte Lightning Complex Fire, and then again
15 by another unidentified event between 2015 and 2016. So, “after 2015 more than half the tree in
16 the lower three feet was dead, open and decaying on one side with a ring of decay extending
17 behind the center, around the remainder of the lower trunk interior. This left insufficient wood to
18 support the tree mechanically.”

19 37. The arborist found no evidence of scorched remnant of screening vegetation
20 between PG&E’s right of way and the Subject Tree. Thus, the tree’s degraded condition “could
21 have been seen from under the conductors,” and “a pre-inspector could have confirmed extensive
22 decay.”

23 38. The arborist report concluded that based on the International Society of
24 Arboriculture tree risk assessment protocol, the Subject Tree had a risk rating of High.

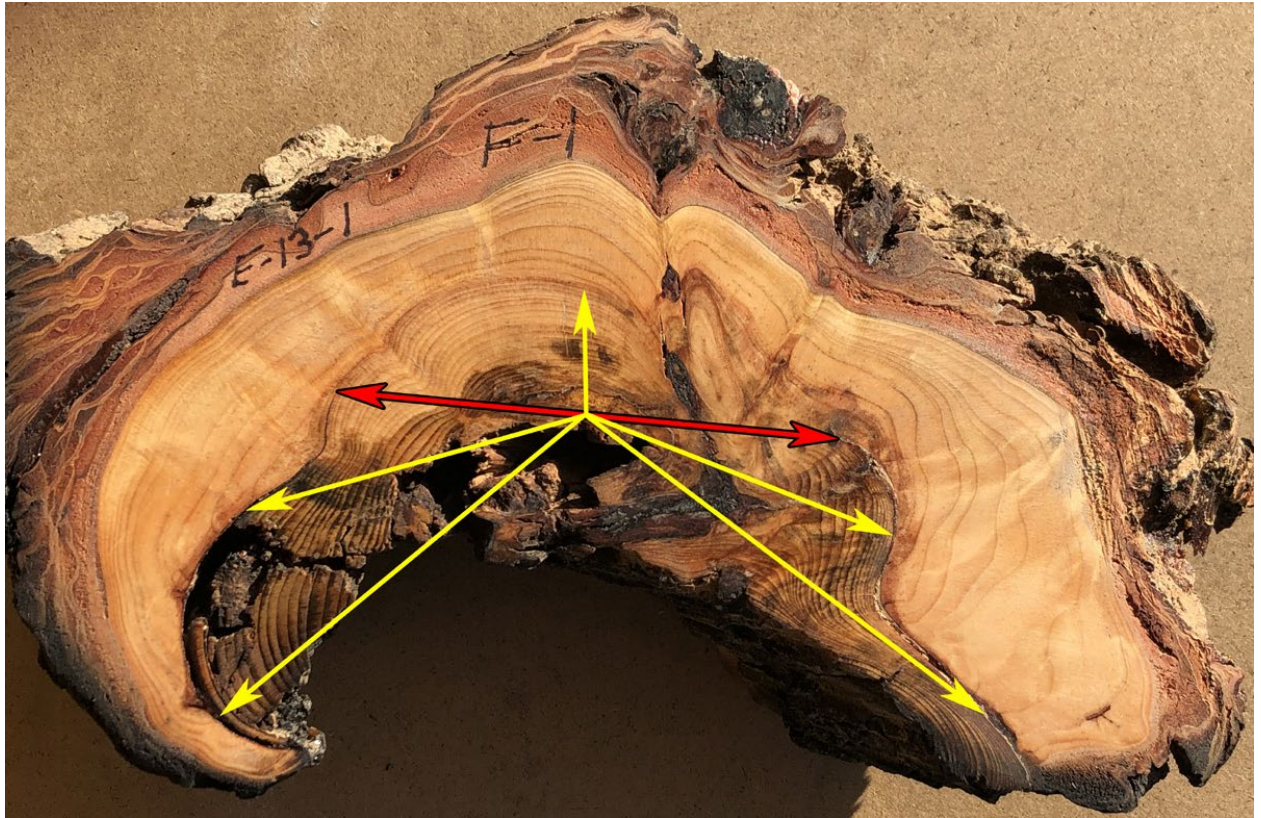
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1 39. Figure 11 in the arborist report illustrates the entire face of the Subject Tree toward
2 the conductors. The arrows outline the extent of the root prior to the 2008 fire. The red arrow
3 indicates the distance back to which live tissue was killed by the fire.



17 40. Cal Fire’s Investigation Report identified the same significant prior damage to the
18 Subject Tree that caused the Dixie Fire. These prior incidences caused outward cat-facing
19 damage and degradation that would have been visible without extraordinary discovery effort
20 based on a visual inspection around the base of the tree. Due to the prior incidences, the tree had
21 insufficient wood to support the tree mechanically and was classified as a high-risk tree.

22 41. Although the tree fell against the conductors and caused a fault at approximately
23 6:48 a.m., PG&E did not arrive at the scene until approximately 4:55 p.m. The Investigation
24 Report identifies this prolonged response as “a direct and negligent factor in the ignition of the
25 fire.”

26 42. PG&E had a duty to prevent their electrical service from causing or contributing to
27 the Dixie Fire. Indeed, in the construction, inspection, repair, maintenance, management,
28

1 ownership, and/or operation of their power lines and other electrical equipment, and in vegetation
2 management, Defendants had a duty, at a minimum, to comply with, inter alia:

3 (a) Public Utilities Code section 399.2(a) (electrical corporations to continue
4 to operate in a safe manner); section 451 (public utilities to furnish such reasonable services as
5 are necessary to promote the safety of its patrons and public); section 8386(a) (electrical
6 corporations to operate equipment in a manner that will minimize the risk of wildfire);

7 (b) Public Resources Code section 4293 (“Dead trees, old decadent or rotten
8 trees, trees weakened by decay or disease and trees or portions thereof that are leaning toward the
9 line which may contact the line from the side or may fall on the line shall be felled, cut, or
10 trimmed so as to remove such hazard.”);

11 (c) Public Resources Code section 4421 (“A person shall not set fire or cause
12 fire to be set to a forest, brush, or other flammable material that is on land that is not the person’s
13 own land, or under the person’s legal control, without the permission of the owner, lessee, or
14 owner’s agent or lessee of the land.”);

15 (d) Health and Safety Code section 13001 (taking such other reasonable
16 precautions necessary to insure against starting and spreading of fire when using and operating
17 any device that may cause fire);

18 (e) 36 Code of Federal Regulations section 261.5 (prohibiting, among other
19 actions, “[c]arelessly or negligently throwing or placing any ignited substance or other substance
20 that may cause a fire”; “[c]ausing timber, trees, slash, brush or grass to burn except as authorized
21 by permit; [l]eaving a fire without completely extinguishing it; and [c]ausing and failing to
22 maintain control of a fire that is not a prescribed fire that damages the National Forest System”);

23 (f) CPUC General Orders 95 and 165;

24 (g) Defendants’ 2019 Wildfire Mitigation Plan, which required Defendants to
25 “review all trees that are tall enough and have a feasible path to strike overhead lines,” and
26 Defendants’ 2020 Wildfire Mitigation plan, which called for “[e]valuating all trees tall enough to
27 strike electrical lines or equipment and, based on that assessment, trimming or removing trees that
28 pose a potential safety risk, including dead and dying trees.” PG&E was ordered to comply with

1 its Wildfire Mitigation Plans by the CPUC, through Public Resources Code section 8386 et seq.;
2 and by the U.S. District Court for the Northern District of California in the Special Conditions of
3 Probation entered in an April 3, 2019 order in *United States v. Pacific Gas and Electric Company*,
4 Case No. 3:14-cr-00175-WHA, dated April 3, 2019 (the “Special Conditions of Criminal
5 Probation”), which Order stated, “PG&E must fully comply with all applicable laws concerning
6 vegetation management and clearance requirements, including Sections 4249 and 4293 of the
7 California Public Resources Code, CPUC General Order 95, and FERC FAC-003-4.... PG&E
8 must fully comply with the specific targets and metrics set forth in its wildfire mitigation plan,
9 including with respect to enhanced vegetation management.”

10 43. Defendants knew or should have known that, in complying with these minimum
11 standards, they had (1) a duty to identify foreseeable hazards; (2) a duty to operate their lines,
12 including maintaining clearance areas, in a manner to minimize the risk of wildfire; and (3) a duty
13 to identify, assess, and mitigate wildfire risks stemming from the operation of their electrical
14 equipment.

15 44. Defendants failed to comply with even these minimum standards. Plaintiffs are
16 informed and believe that the Dixie Fire occurred because Defendants negligently, recklessly, and
17 willfully: (1) failed to prudently and safely inspect, maintain, and operate the electrical equipment
18 in its utility infrastructure; (2) failed to maintain the appropriate clearance area between the
19 electrical equipment in its utility infrastructure and surrounding vegetation; (3) failed to fell, cut,
20 or trim dead trees, old decadent or rotten trees, trees weakened by decay or disease, and trees or
21 portions thereof that are leaning toward a conductor that may contact the conductor from the side
22 or may fall on the conductor as required by Public Resources Code section 4293, PG&E’s
23 Wildfire Mitigation Plans, Public Resources Code section 8386 et seq., and the terms of PG&E’s
24 criminal probation, and/or (4) failed to conduct reasonably proper and frequent inspections and
25 management of its overhead electrical equipment, as required by CPUC General Order 165 and
26 identify violations of General Order 95. Ultimately, Plaintiffs are informed and believe the Dixie
27 Fire was caused by the Douglas fir tree contacting PG&E’s high-voltage distribution line.
28

1 45. Given the existing and known weather, climate, vegetation, and fire-risk
2 conditions, the potential of a wildfire was foreseeable by any reasonably prudent person and was
3 foreseeable to Defendants given their special knowledge as electrical service providers and
4 history of igniting wildfires, including in the vicinity of the Dixie Fire. Nevertheless, despite this
5 knowledge, Defendants failed to properly or safely operate their electrical equipment and caused
6 the Dixie Fire. Had Defendants acted responsibly, the Dixie Fire could have been prevented.

7 C. Plaintiffs' Damages

8 46. The Dixie Fire burned approximately 55,000 acres of the CAF lands including
9 commercial-grade timber, trees of many species and ages (some over 200 years old), roads,
10 structures, bridges, culverts, and many of the research plots. The destruction of the CAF parties'
11 meticulously managed, uneven-aged forestlands and conditions that the CAF parties fostered over
12 the last 120+ years is devastating and caused irreparable injury.

13 47. The Dixie Fire also burned over 500 acres of land that CPC owns timber rights on.

14 48. The Dixie Fire caused Plaintiffs to suffer substantial harms, including: damage to
15 and/or destruction of real property; damage to and/or loss of personal property; out-of-pocket
16 expenses directly and proximately incurred as a result of the fire; loss of business income and/or
17 goodwill; and loss of a quiet enjoyment of property. The harms caused by Defendants are
18 extensive and ongoing, and PG&E's ongoing operations threaten to cause another wildfire.

19 49. Specifically, the Dixie Fire caused significant road repair and restoration damages,
20 reforestation costs that Plaintiffs would not have incurred absent the Dixie Fire under the typical
21 uneven-aged management of the CAF, very significant merchantable timber losses, and lost
22 future value of tree growth for the trees that were not yet merchantable at the time of the Dixie
23 Fire. These damages will be in an amount proven at trial but are already in excess of \$183
24 million.

25 50. As a result of the Dixie Fire, CPC's mill was significantly injured, as the mill's
26 main timber supply was destroyed. Long-term operations of the mill were threatened by the
27 Dixie Fire's destruction of the CAF. In response to this injury, CPC acquired additional
28 timberlands to supply the mill with the requisite volume of logs. CPC accordingly suffered an

1 economic loss in both acquiring land that would not have been necessary notwithstanding the
2 Dixie Fire and in accruing additional transport costs and log yard costs, as CPC now hauls logs
3 over a longer distance and must operate its log yard for a longer period each season to maintain
4 the mill's capacity and operations. In addition, the alternative logs are not equivalent in quality or
5 dimension as the CAF timber, as the alternative logs were not cultivated in uneven-aged,
6 sustained-yield management. These damages will be in an amount proven at trial but are already
7 in excess of \$45 million.

8 51. The Dixie Fire also caused environmental damage to the CAF beyond the value of
9 its trees as timber. The Dixie Fire wiped away soils that the CAF Owners had maintained as
10 healthy for nearly a century. This severely diminished the forest's ability to sequester carbon and
11 absorb and retain rainfall to recharge watersheds. It also lowered the nutritional content available
12 to support healthy vegetation. The Dixie Fire destroyed a diverse ecosystem with productive
13 habitat for birds, mammals, insects and beneficial native vegetation. These injuries affected the
14 CAF Owners because they valued these things as components of the forest habitat, they benefitted
15 the public at large, were the heritage of a multigenerational project of forest stewardship, and,
16 further, such forest characteristics are increasingly recognized and in markets for carbon credits
17 or conservation easements. These damages will be in an amount proven at trial.

18 **V. DEFENDANTS' PRIOR HISTORY IGNITING WILDFIRES**

19 52. At the time the Dixie Fire ignited in July 2021, Defendants were aware that the
20 nature and condition of their electrical equipment, along with geographic, weather, ecological,
21 and other conditions, gave rise to a high risk that PG&E's electrical equipment could ignite a
22 wildfire like the Dixie Fire.

23 53. Defendants' awareness of this risk arises from their extensive history of causing
24 fires with their equipment. PG&E's electrical equipment has ignited several wildfires over the
25 years under conditions and circumstances similar to those of the Dixie Fire, including, but not
26 limited to, the 2015 Butte Fire, the 2017 North Bay Fires, the 2018 Camp Fire, the 2019 Kincade
27 Fire, and the 2020 Zogg Fire. At the time PG&E started the Dixie Fire, PG&E was on federal
28 criminal probation following its conviction arising from the fatal San Bruno gas explosion. The

1 district court judge and independent monitor involved in supervising PG&E expressly raised with
2 PG&E strong concerns about PG&E's need to better maintain its equipment and manage
3 vegetation in order to operate safely.

4 54. These previous wildfires and the judge's and monitor's warnings put Defendants
5 on actual notice that PG&E's ineffective vegetation management programs, unsafe equipment,
6 and aging electrical infrastructure created a predictable risk that PG&E's electrical equipment
7 would ignite a wildfire such as the Dixie Fire.

8 55. These wildfires are not the result of an "act of God" or other force majeure. These
9 wildfires were started by current from high-voltage transmission lines, distribution lines,
10 appurtenances, and other electrical equipment within PG&E's utility infrastructure that ignited
11 surrounding vegetation. Despite these previous wildfires, Defendants have a history of acting
12 recklessly and with conscious disregard for safety, including the circumstances leading to the
13 ignition of the Dixie Fire.

14 VI. CAUSES OF ACTION

15 FIRST CAUSE OF ACTION 16 Inverse Condemnation 17 (Against All Defendants)

18 56. All previous paragraphs are incorporated into this cause of action.

19 57. On July 13, 2021, Plaintiffs held property interests that were affected by the Dixie
20 Fire.

21 58. Prior to and on July 13, 2021, Defendants had designed, constructed, installed,
22 operated, controlled, used, and/or maintained the facilities, lines, wires, and/or other electrical
23 equipment within PG&E's utility infrastructure, including the transmission and distribution lines
24 in and around the location of the Dixie Fire, for the purpose of providing electrical services to the
25 public.

26 59. As of July 13, 2021, Defendants were aware of the inherent dangers and risks that
27 their electrical equipment, as designed, constructed, and operated, would ignite a wildfire.

28 60. On July 13, 2021, PG&E electrical equipment ignited the Dixie Fire, which
resulted in the taking of Plaintiffs' real property and/or private property.

1 81. Plaintiffs own and/or occupy property at or near the site of the fire that is the
2 subject of this action. At all relevant times herein, Plaintiffs had a right to occupy, enjoy, and use
3 their property without interference by Defendants.

4 82. Defendants, and each of them, owed a duty to the public, including Plaintiffs, to
5 conduct their business, including their maintenance and/or operation of power lines, power poles,
6 and electrical equipment and the adjacent vegetation in a manner that did not threaten, harm,
7 injure, or interfere with the public welfare from their operation of said equipment.

8 83. Defendants, and each of them, by acting or failing to act, created a condition that
9 was harmful to the health and safety of the public, including Plaintiffs, and interfered with the
10 comfortable occupancy, use, and enjoyment of Plaintiffs' property. Plaintiffs did not consent,
11 expressly or impliedly, to the wrongful conduct of Defendants, and each of them, in acting in the
12 foregoing manner.

13 84. The hazardous condition that was created by or permitted to exist by Defendants,
14 and each of them, affected a substantial number of people within the general public, including
15 Plaintiffs, and constituted a public nuisance under Civil Code sections 3479 and 3480, and Public
16 Resources Code section 4171.

17 85. Uncontrolled wildfire constitutes a public nuisance per se under Public Resources
18 Code section 4170.

19 86. The damaging effects of Defendants' maintenance of a fire hazard and the ensuing
20 wildfire are ongoing and affect the public at large. As a result of the fire's location, temperature,
21 and duration, extensive areas of hydrophobic soils developed within the fire's perimeter, further
22 caused post-fire runoff hazards to occur, including, but not limited to, hillside erosion, debris flow
23 hazards, and sediment laden flow hazards.

24 87. As a direct and legal result of the conduct of Defendants, and each of them,
25 Plaintiffs suffered harm that is different from the type of harm suffered by the general public.
26 Specifically, Plaintiffs have lost the occupancy, possession, use, and enjoyment of their real and
27 personal property, a diminution in the fair market value of their property, and an impairment of
28 the salability of their property. Plaintiff CPC further suffered significant damages to its mill, a

1 business connected to Plaintiffs' property that processes standing timber from the Collins
2 Almanor Forest. These conditions interfered with Plaintiffs' quiet enjoyment of their properties
3 in a way unique to each of Plaintiffs.

4 88. These conditions also affected a substantial number of people at the same time.

5 89. At no time did Plaintiffs consent to Defendants' actions and inactions in creating
6 these conditions.

7 90. An ordinary person would be reasonably annoyed and disturbed by Defendants'
8 unreasonable actions and inactions in creating these conditions.

9 91. The seriousness of the harm Defendants have caused Plaintiffs outweighs any
10 public benefit that Defendants may provide.

11 92. The conduct alleged against Defendants in this Complaint was part of an ongoing
12 pattern of wildfire ignition. PG&E's longstanding neglect of its duty to operate safely is an
13 ongoing threat to what property of Plaintiffs PG&E has not burned already.

14 93. Further, the conduct alleged against Defendants in this Complaint was despicable
15 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,
16 constituting oppression, for which Defendants must be punished by punitive and exemplary
17 damages in an amount according to proof. Defendants' conduct was carried on with a willful and
18 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which
19 Defendants must be punished by punitive and exemplary damages according to proof. At least
20 one officer, director, or managing agent of Defendants personally committed, authorized and/or
21 ratified the despicable and wrongful conduct alleged in this Complaint. Plaintiffs thus seek
22 punitive damages in an amount sufficient to punish Defendants' long history of prioritizing
23 profits over safety and to deter such conduct in the future.

24 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as set
25 forth herein.

26 **FIFTH CAUSE OF ACTION**
27 **Public Utilities Code section 2106**
28 **(Against All Defendants)**

94. All previous paragraphs are incorporated into this cause of action.

1 95. PG&E was on July 13, 2021, and is, a “public utility” for purposes of the Public
2 Utilities Code. PG&E was, therefore, required to comply with the Public Utilities Act.

3 96. Prior to and on July 13, 2021, PG&E was also required to obey and comply with
4 every order, decision, direction, or rule made or prescribed by the CPUC in the matters specified
5 under the Public Utilities Act, and any other matter in any way relating to or affecting its business
6 as a public utility and was required to do everything necessary or proper to secure compliance
7 therewith by all of its officers, agents, and employees.

8 97. Defendants failed to furnish and maintain such adequate, efficient, just, and
9 reasonable service, instrumentalities, equipment, and facilities as are necessary to promote the
10 safety, health, comfort, and convenience of PG&E patrons and the public, as required by Public
11 Utilities Code section 451.

12 98. Defendants failed to comply with the requirements for overhead line design,
13 construction, and maintenance, the application of which will ensure adequate service and secure
14 safety to persons engaged in the construction, maintenance, operation, or use of overhead lines
15 and to the public in general, as required by Public Utilities Commission General Order 95,
16 including Rules 31.2, 35, and 38, which set forth inspection, vegetation-management, and
17 minimum-clearance requirements.

18 99. Defendants failed to comply with the requirements for electric distribution and
19 transmission facilities regarding inspections in order to ensure safe and high-quality electrical
20 service, as required by Public Utilities Commission General Order 165.

21 100. Defendants failed to comply with PG&E’s own Wildfire Mitigation Plan as
22 required by Public Resources Code section 8386 et seq.

23 101. Defendants’ failure to comply with applicable provisions of the Public Utilities
24 Act and with applicable CPUC orders and rules was a substantial factor in causing Plaintiffs to
25 suffer damages including, but not limited to, destruction of and damage to real property,
26 destruction of and damage to structures, destruction of and damage to personal property and
27 cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet
28 enjoyment, and emotional distress. Plaintiff CPC further suffered significant damages to its mill,

1 a business connected to Plaintiffs' property that processes standing timber from the Collins
2 Almanor Forest. Plaintiffs each seek damages to be determined, on an individual basis, according
3 to proof at trial.

4 102. Further, the conduct alleged against Defendants in this Complaint was despicable
5 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,
6 constituting oppression, for which Defendants must be punished by punitive and exemplary
7 damages in an amount according to proof. Defendants' conduct was carried on with a willful and
8 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which
9 Defendants must be punished by punitive and exemplary damages according to proof. At least
10 one officer, director, or managing agent of Defendants personally committed, authorized, and/or
11 ratified the despicable and wrongful conduct alleged in this Complaint. Plaintiffs thus seek
12 punitive damages in an amount sufficient to punish Defendants' long history of prioritizing
13 profits over safety and to deter such conduct in the future.

14 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as set
15 forth herein.

16 **SIXTH CAUSE OF ACTION**
17 **Health and Safety Code section 13007**
18 **(Against All Defendants)**

19 103. All previous paragraphs are incorporated into this cause of action.

20 104. Defendants negligently, recklessly, and/or in violation of law, allowed the Dixie
21 Fire to be set and allowed the Dixie Fire to escape to Plaintiffs' properties.

22 105. Defendants' negligent, reckless, and/or illegal actions and inactions in allowing the
23 Dixie Fire to be set and escape to Plaintiffs' properties was a substantial factor in causing
24 Plaintiffs to suffer damages including, but not limited to, destruction of and damage to real
25 property, destruction of and damage to structures, destruction of and damage to personal property
26 and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet
27 enjoyment, and emotional distress. Plaintiff CPC further suffered significant damages to its mill,
28 a business connected to Plaintiffs' property that processes standing timber from the Collins

1 Almanor Forest. Plaintiffs each see damages to be determined, on an individual basis, according
2 to proof at trial.

3 106. Those Plaintiffs whose real property was under cultivation have hired and retained
4 counsel to recover compensation for their losses and damages caused by the Dixie Fire. Thus,
5 they also seek to recover all reasonable attorneys' fees, expert fees, consultant fees, and litigation
6 costs and expense, as allowed under Code of Civil Procedure section 1021.9.

7 107. Further, the conduct alleged against Defendants in this Complaint was despicable
8 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,
9 constituting oppression, for which Defendants must be punished by punitive and exemplary
10 damages in an amount according to proof. Defendants' conduct was carried on with a willful and
11 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which
12 Defendants must be punished by punitive and exemplary damages according to proof. At least
13 one officer, director, or managing agent of Defendants personally committed, authorized and/or
14 ratified the despicable and wrongful conduct alleged in this Complaint. Plaintiffs thus seek
15 punitive damages in an amount sufficient to punish Defendants' long history of prioritizing
16 profits over safety and to deter such conduct in the future.

17 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as set
18 forth herein.

19 **SEVENTH CAUSE OF ACTION**
20 **Negligence**
(Against All Defendants)

21 108. All previous paragraphs, except those for inverse condemnation, are incorporated
22 into this cause of action.

23 109. Defendants have special knowledge and expertise far above that of a layperson
24 regarding their requirements to design, engineer, construct, use, operate, maintain, and inspect
25 these electrical facilities, including tree trimming and removal of vegetation such that their
26 electrical equipment will not cause wildfires like the Dixie Fire. The provision of electrical
27 services involves a peculiar and inherent danger and risk of wildfires.

1 110. Defendants have a non-transferable, non-delegable duty of vigilant oversight in the
2 construction, maintenance, use, operation, repair, and inspection of their electrical infrastructure
3 that are appropriate to the geographical and weather conditions affecting such equipment.

4 111. Prior to and on July 13, 2021, Defendants had a non-delegable duty to apply a
5 level of care commensurate with, and proportionate to, the inherent dangers in designing,
6 engineering, constructing, operating, and maintaining electrical transmission and distribution
7 systems. This duty also required Defendants to maintain appropriate vegetation management
8 programs for the control of vegetation surrounding PG&E's exposed power lines. This duty also
9 required Defendants to consider the changing conditions of PG&E's electrical transmission and
10 distribution systems, as well as changing geographic, weather, and ecological conditions. This
11 duty also required Defendants to take special precautions to protect adjoining properties from
12 wildfires caused by PG&E's electrical equipment.

13 112. Defendants each breached these duties by, among other things:

14 (a) Failing to design, construct, operate, and maintain PG&E's high-voltage
15 transmission and distribution lines and associated equipment, in a way that would withstand the
16 foreseeable risk of wildfires in the area of the Dixie Fire;

17 (b) Failing to maintain required clearances and perimeters between their
18 electric facilities and vegetation;

19 (c) Failing to identify and treat hazard trees as required by PG&E's own
20 Wildfire Mitigation Plans, CPUC Orders, Public Resources Code section 8386 et seq., and the
21 terms of PG&E's criminal probation;

22 (d) Failing to fell, cut or trim dead trees, old decadent or rotten trees, trees
23 weakened by decay or disease and trees or portions of trees that are leaning toward the line that
24 may contact the line from the side or may fall on the line as required by Public Resources Code
25 section 4293;

26 (e) Failing to properly inspect and maintain vegetation within proximity to
27 energized transmission and distribution lines to mitigate the risk of fire;

28

1 (f) Failing to conduct reasonably prompt, proper, and frequent inspections of
2 PG&E's power lines and associated equipment and/or otherwise comply with CPUC General
3 Orders 165 or 95, Defendants' Wildfire Mitigation Plans, and the Special Conditions of Criminal
4 Probation;

5 (g) Failing to promptly de-energize exposed power lines during fire-prone
6 conditions;

7 (h) Failing to properly train and supervise employees and agents responsible
8 for maintenance and inspection of power lines;

9 (i) Failing to implement and follow regulations and reasonably prudent
10 practices to avoid fire ignition; and

11 (j) Failure to properly respond to, mitigate, and/or control the fire.

12 113. Defendants violated 36 C.F.R. section 261.5 by carelessly and negligently
13 maintaining its transmission and distribution lines and trees that may cause fires, causing timber,
14 trees, slash, brush, or grass to burn without an authorized permit, leaving a fire without
15 completely extinguishing it, and causing and failing to maintain control of the Dixie Fire, which
16 was not a prescribed fire, that damaged the National Forest System.

17 114. Defendants' failure to comply with applicable provisions of the California Code
18 and CPUC General Orders and Rules, Defendants' Wildfire Mitigation Plans, and the Special
19 Conditions of Criminal Probation as alleged herein, is negligence per se because these statutes,
20 orders, and rules are aimed at preventing the exact type of harm that Plaintiffs suffered because of
21 Defendants' failure to comply with these statutes, order, and rules. That is, Plaintiffs are within
22 the class of individuals these statutes, orders, and rules were intended to protect.

23 115. Defendants' 2019 Wildfire Mitigation Plan required Defendants to "review all
24 trees that are tall enough and have a feasible path to strike overhead lines." Defendants' 2020
25 Wildfire Mitigation plan called for "[e]valuating all trees tall enough to strike electrical lines or
26 equipment and, based on that assessment, trimming or removing trees that pose a potential safety
27 risk, including dead and dying trees." Defendants' failure to review the Subject Tree, a strike
28 tree, constitutes negligence per se.

1 116. Defendants' negligence, including Defendants' negligence per se, was a
2 substantial factor in causing Plaintiffs to suffer damages including, but not limited to, destruction
3 of and damage to real property, destruction of and damage to structures, and destruction of and
4 damage to personal property. In addition to real and personal property damages, Defendants'
5 negligence per se caused Plaintiff CPC to suffer significant damages to its mill, a business
6 connected to Plaintiffs' property that processes standing timber from the CAF. Plaintiffs each
7 seek damages to be determined, on an individual basis, according to proof at trial.

8 117. Further, the conduct alleged against Defendants in this Complaint was despicable
9 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,
10 constituting oppression, for which Defendants must be punished by punitive and exemplary
11 damages in an amount according to proof. Defendants' conduct was carried on with a willful and
12 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which
13 Defendants must be punished by punitive and exemplary damages according to proof. At least
14 one officer, director, or managing agent of Defendants personally committed, authorized and/or
15 ratified the despicable and wrongful conduct alleged in this Complaint. Plaintiffs thus seek
16 punitive damages in an amount sufficient to punish Defendants' long history of prioritizing
17 profits over safety and to deter such conduct in the future.

18 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as set
19 forth herein.

20 **VII. PRAYER FOR RELIEF**

21 Plaintiffs pray for judgment against Defendants as follows:

- 22 1. Payment for all economic and non-economic harm caused by the Dixie Fire,
23 including but not limited to:
- 24 a. repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
25 personal or real property, including timber;
 - 26 b. loss of habitat and environmental values;
 - 27 c. consequential damages;
 - 28 d. loss of the use, benefit, and enjoyment of real and/or personal property;

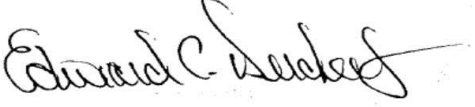
- 1 e. loss of earning capacity, business profits, proceeds, and/or goodwill, including,
2 but limited to, as connected to Plaintiff CPC's mill; and
3 f. any related displacement, evacuation, and/or relocation expenses.
- 4 2. Exemplary damages pursuant to Civil Code section 3294, Public Utilities Code
5 section 2106, or other applicable law.
- 6 3. All costs of suit including, where appropriate, attorneys' fees, appraisal fees,
7 engineering fees, and related costs, including, but not limited to, those allowed under Code of
8 Civil Procedure section 1036 or other applicable law.
- 9 4. Pre- and post-judgment interest.
- 10 5. Imposition of a permanent injunction ordering that Defendants stop continued
11 violation of applicable laws, regulations, orders, and rules, and that Defendants in each year
12 comply with their own Wildfire Mitigation Plan.
- 13 6. For all other further relief that Plaintiffs are entitled to recover under the Civil
14 Code or other applicable law.
- 15 7. For such other and further relief as the Court shall deem proper.

16 **VIII. JURY TRIAL DEMAND**

17 Plaintiffs hereby respectfully request that this Court provide them a jury trial on all causes
18 of action for which a jury trial is available under the law.

19 Dated: April 10, 2024

STOEL RIVES LLP



21 By: _____
22 EDWARD C. DUCKERS
23 MATTHEW D. SEGAL
24 LAUREN V. NEUHAUS
25 Attorneys for Plaintiffs
26 Collins Pine Company; CC&H Lands, LLC;
27 CCT Lands, LLC; Rock Creek Lands, LLC;
28 E.S. Collins California Trust; TWC
Corporation; and Wespeth Forests LLC