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22 **SUPERIOR COURT OF CALIFORNIA**

23 **COUNTY OF SAN FRANCISCO**

24 **(UNLIMITED JURISDICTION) CGC-17-562648**

25 PERLISS ESTATE VINEYARDS, LLC,

26 Plaintiff,

27 v.

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

DEFENDANTS.

CASE NO: _____

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

1. NEGLIGENCE;
2. INVERSE CONDEMNATION;
3. TRESPASS;
4. PUBLIC NUISANCE;
5. PRIVATE NUISANCE;
6. NEGLIGENCE PER SE;
7. NEGLIGENT INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE;
8. VIOLATION OF PUBLIC UTILITIES
CODE § 2106; AND
9. VIOLATION OF HEALTH &
SAFETY CODE § 13007.

**ENDORSED
FILED**
Superior Court of California
County of San Francisco
NOV 22 2017
CLERK OF THE COURT
BY: ROSSALY DELAVEGA
Deputy Clerk

1 contact with **PG&E**'s power lines and/or other electrical equipment and causing electrical problems.
2 Further, **PG&E** failed to construct, manage, track, monitor, maintain, replace, repair, and/or improve
3 its power lines, poles, transformers, conductors, insulators, reclosers, and/or other electrical
4 equipment, despite being aware that its infrastructure was unsafe, aging, and/or vulnerable to
5 environmental conditions.

6 6. **PG&E** knew about the significant risk of wildfires from its ineffective vegetation
7 management programs, unsafe equipment, and/or aging infrastructure for decades before the North
8 Bay Fires began, and has been repeatedly fined and/or convicted of crimes for failing to mitigate
9 these risks:

- 10 a. In 1994, **PG&E**'s failure to trim trees near its power lines caused the devastating
11 "Trauner Fire" in Nevada County, California. In 1997, a jury found **PG&E**
12 liable for 739 counts of criminal negligence for causing this fire. Subsequent to
13 the trial, a report authored by the California Public Utilities Commission
14 ("CPUC") revealed that from 1987 through 1994, **PG&E** diverted \$495 million
15 from its budgets for maintaining its systems, and instead, used this money to
16 boost corporate profits.
- 17 b. In 2003, **PG&E**'s apparent inability to learn from its past mistakes caused a fire
18 at its Mission District Substation in San Francisco. In 2004, the CPUC
19 investigated the fire and concluded that "it finds it quite troubling that **PG&E**
20 did not implement its own recommendations" after a previous fire at the same
21 substation to prevent the 2003 fire.¹
- 22 c. In 2008, **PG&E**'s inadequate repair job and infrastructure caused a deadly
23 explosion in Rancho Cordova, California. In 2010, the CPUC fined **PG&E** \$38
24 million since **PG&E** caused and failed to prevent the explosion.
- 25 d. In 2010, **PG&E**'s aging infrastructure caused the deadly gas explosion in San
26 Bruno, California. As a result, the CPUC slapped **PG&E** with a \$1.6 billion fine,
27 and **PG&E** was later found guilty of six felony charges.

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

- 1 e. In 2011, **PG&E** caused an explosion in Cupertino because it failed to replace a
2 plastic pipe that it knew was unsafe since at least 2002. **PG&E** ignored warnings
3 about the dangerous nature of the pipe, and instead chose to do nothing.
- 4 f. In 2014, **PG&E**'s inadequate recordkeeping and disregard for public safety
5 caused an explosion in Carmel. As a result, **PG&E** was required to pay over \$36
6 million in fines.
- 7 g. Since 2014, **PG&E** has been fined \$9.65 million by the CPUC for incidents
8 solely related to their electrical distribution systems.²
- 9 h. In 2015, **PG&E** was once again responsible for causing a massive wildfire
10 called the "Butte Fire" due its inadequate and unlawful vegetation management
11 practices and disregard for public safety. After the fire, in 2017, the CPUC fined
12 **PG&E** a total of \$8.3 million for violating multiple safety laws.

13 All of these devastating events, and many more, resulted from **PG&E**'s long history of choosing to
14 divert funds from its public safety, vegetation management, and/or infrastructure maintenance
15 programs to instead line its own corporate pockets.

16 JURISDICTION AND VENUE

17 7. This Court has subject matter jurisdiction over this matter pursuant to Code of Civil
18 395(a) because, at all times relevant, **DEFENDANTS** and each of them have resided in, been
19 incorporated in, or done significant business in the State of California so as to render the exercise of
20 jurisdiction over **DEFENDANTS** and each of them, by California Courts consistent with traditional
21 notions of fair play and substantial justice. The amount in controversy exceeds the jurisdictional
22 minimum of this Court.

23 8. Venue is proper in this County pursuant to Code of Civil Procedure section 395.5
24 because, at all times relevant, **DEFENDANTS** and each of them have their principal place of
25 business in the County of San Francisco.

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28 ² <http://www.cpuc.ca.gov/General.aspx?id=1965>.

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PLAINTIFF

9. Plaintiff **PERLISS ESTATE VINEYARDS, LLC** (“**PLAINTIFF**”) is a property owner, business, wine grower and operator of Perliss Estate Vineyards, a vineyard located at 3460 Highway 128 in Calistoga, California. All of the damages alleged herein occurred in and around Napa County and arose from the North Bay Fires, as set forth in more detail below.

DEFENDANTS

10. At all times herein mentioned Defendants **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY** (collectively, “**PG&E**”) were corporations authorized to do business and doing business, in the State of California, with their principal place of business in the County of San Francisco, California. Defendant **PG&E CORPORATION** is an energy-based holding company headquartered in San Francisco. It is the parent company of Defendant **PACIFIC GAS AND ELECTRIC COMPANY**. **PG&E CORPORATION** and **PACIFIC GAS AND ELECTRIC COMPANY** provide customers with public utility services, and services relating to the generation of energy, transmission of electricity and natural gas, generation of electricity, and the distribution of energy.

11. **PLAINTIFF** alleges that **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY** are jointly and severally liable for each other’s wrongful acts and/or omissions as hereafter alleged, in that: **PLAINTIFF** alleges on information and belief that **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY** are jointly and severally liable for each other’s negligence, conduct and wrongdoing as alleged herein, in that:

- a. **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY** operate as a single business enterprise operating out of the same building located at 77 Beale St, San Francisco, California for the purpose of effectuating and carrying out **PG&E CORPORATION**’s business and operations and/or for the benefit of **PG&E CORPORATION**;
- b. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** do not operate as completely separate entities, but rather, integrate their resources to achieve a common business purpose;

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

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- l. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** invest these funds from their programs and plans by a consolidated and/or coordinated Benefits Committee controlled by **PG&E CORPORATION** and administered by common trustees and administrators;
- m. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** have unified personnel policies and practices and/or a consolidated personnel organization or structure;
- n. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** have unified accounting policies and practices dictated by **PG&E CORPORATION** and/or common or integrated accounting organizations or personnel;
- o. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** are represented by common legal counsel;
- p. **PG&E CORPORATION**'s officers, directors and other management make policies and decisions to be effectuated by **PACIFIC GAS & ELECTRIC COMPANY** and/or otherwise play roles in providing directions and making decisions for **PACIFIC GAS & ELECTRIC COMPANY**;
- q. **PG&E CORPORATION**'s officers, directors, and other management direct certain financial decisions for **PACIFIC GAS & ELECTRIC COMPANY** including the amount and nature of capital outlays;
- r. **PG&E CORPORATION**'s written guidelines, policies, and procedures control **PACIFIC GAS & ELECTRIC COMPANY**, its employees, policies, and practices;
- s. **PG&E CORPORATION** files consolidated earnings statements factoring all revenue and losses from **PACIFIC GAS & ELECTRIC COMPANY** as well as consolidated tax returns, including those seeking tax relief; and/or, without limitation;

1 t. **PG&E CORPORATION** generally directs and controls **PACIFIC GAS &**
2 **ELECTRIC COMPANY**'s relationship with, requests to, and responses to
3 inquiries from the California Public Utilities Commission and uses such
4 direction and control for the benefit of **PG&E CORPORATION**.

5 12. The true names and capacities, whether individual, corporate, associate, or
6 otherwise of the Defendants **DOES 1 through 100** are unknown to **PLAINTIFF** who, under
7 California Code of Civil Procedure Section 474, sues these **DEFENDANTS** under fictitious names.
8 Each of the fictitiously named **DEFENDANTS** is responsible in some manner for the conduct
9 alleged herein, including, without limitation, by way of conspiracy, aiding, abetting, furnishing the
10 means and/or acting in capacities that create agency, respondeat superior, and/or predecessor- or
11 successor-in-interest relationships with **DEFENDANTS**. The **DOE** Defendants are private
12 individuals, associations, partnerships, corporations, or otherwise that actively assisted and
13 participated in the negligent and wrongful conduct alleged herein in ways that are currently unknown
14 to **PLAINTIFF**. Some or all of the **DOE** Defendants may be residents of the State of California.
15 **PLAINTIFF** may amend or seek to amend this Complaint to allege the true names, capacities, and
16 responsibility of these **DOE** Defendants once they are ascertained, and to add additional facts and/or
17 legal theories. **PLAINTIFF** makes all allegations contained in this Complaint against all
18 **DEFENDANTS**, including **DOES 1 through 100**.

19 13. At all times herein mentioned herein, **DEFENDANTS**, and/or each of them,
20 hereinabove, were the agents, servants, employees, partners, aiders and abettors, co-conspirators,
21 and/or joint venturers of each of the other **DEFENDANTS** named herein and were at all times
22 operating and acting within the purpose and scope of said agency, service, employment, partnership,
23 enterprise, conspiracy, and/or joint venture, and each **DEFENDANT** has ratified and approved the
24 acts of each of the remaining **DEFENDANTS**. Each of the **DEFENDANTS** aided and abetted,
25 encouraged, and rendered substantial assistance to the other **DEFENDANTS** in breaching their
26 obligations to **PLAINTIFF** as alleged herein. In taking action to aid and abet and substantially assist
27 the commission of these wrongful acts and other wrongdoings complained of, as alleged herein, each
28 of the **DEFENDANTS** acted with an awareness of his/her/its primary wrongdoing and realized that

1 his/her/its conduct would substantially assist the accomplishment of the wrongful conduct, wrongful
2 goals, and wrongdoing.

3 **FACTUAL ALLEGATIONS**

4 14. As families were settling in for the night on Sunday, October 8, 2017, tragedy struck
5 communities across Northern California. That evening, several fires began raging in and around
6 multiple counties in the Northern Bay Area, including but not limited to the Atlas Fire in Napa
7 County, the Tubbs Fire in Sonoma and Napa Counties, and the Nuns Fire in Sonoma County
8 (collectively, the “North Bay Fires”). These fires quickly ripped through neighborhoods, destroying
9 everything in their path, including residences, structures, businesses, trees, and vegetation in Napa.

10 15. The North Bay Fires are some of the most destructive fires in California’s history.
11 In just a week, the fires caused the deaths of at least 43 people, displaced about 100,000 people who
12 were forced to leave their homes and search for safety, burned over 200,000 acres, and destroyed at
13 least 8,000 homes and buildings. In particular, the Tubbs Fire destroyed approximately five percent
14 of Santa Rosa’s housing stock, burned over 36,000 acres across two counties, and killed at least 19
15 individuals.

16 16. On the evening of Sunday, October 8, 2017, emergency responders began receiving
17 dozens of calls regarding fires and other hazards in and around Northern California. **At least ten of**
18 **the calls reported electrical problems, transformer explosions, transformer fires, arcing**
19 **transformers, down power lines, arcing power lines, and/or flames in trees.** Further, several calls
20 reported problems with PG&E’s electrical equipment in the vicinity of the Tubbs Fire, including a
21 call at approximately 9:24 p.m. reporting a PG&E transformer explosion, a call at approximately
22 9:58 p.m. reporting down power lines, a call at approximately 10:14 p.m. reporting flames in trees,
23 and a call at approximately 10:34 p.m. reporting falling power line wires.³

24 17. One witness in Santa Rosa observed a power line and/or transformer near his home
25 sparking for approximately two minutes at or around 9:50 p.m. The sparks fell onto trees that were
26 right next to PG&E’s power lines and other electrical equipment. After the sparking stopped, the
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28 ³ <http://www.mercurynews.com/2017/10/10/pge-power-lines-linked-to-wine-country-fires>.

1 witnesses' neighborhood lost power and **PG&E's** power lines and/or other electrical equipment fell
2 down. This sparking occurred just outside of the Tubbs Fire.

3 18. **PLAINTIFF** is informed that witnesses observed and described downed power
4 lines, exploding transformers, improper fuses, improper connections, improper clearances, aged and
5 defective poles, and unrepaired poles in the area of the Tubbs Fire. Further, **PLAINTIFF** is informed
6 that reclosers in **PG&E's** system were set to avoid outages and not to avoid fires, even though fire
7 conditions were known to be extreme. **PLAINTIFF** is also informed that **PG&E** failed to have a
8 reasonable system in place to make sure that its contractors were properly performing tree and/or
9 vegetation inspections and removal, pole clearance, and pole inspections. **PLAINTIFF** is informed
10 and believes that **PG&E** failed to take any steps to look for what it calls Facility Protect Trees (trees
11 which pose a risk of falling into the line), even though it knew such trees were likely to exist after its
12 contractors had performed their work. **PLAINTIFF** is informed that **PG&E** failed to properly
13 construct its power lines and thereafter failed to take reasonable steps to make sure the poles and
14 lines were sufficiently strong to support lines and other equipment that were added by third parties.
15 Finally, despite knowing that wildfires posed the greatest risk to the public from its electrical
16 operations, **PG&E** chose to not ensure that its contractors were properly trained in tree inspections
17 and removal, chose to not ensure that its contractors hired people who met **PG&E's** minimum
18 qualifications, and chose to not participate in the training of its contractors. **PG&E** owes the public
19 a non-delegable duty with regard to the operation of its power lines, including as it relates to
20 maintenance, inspection, repair, vegetation management and all other obligations imposed by the
21 Public Utilities Code and the CPUC, specifically including, but not limited to, General Orders
22 Numbers 95 and 165. Even when **PG&E** chooses to hire contractors, its obligations remain non-
23 delegable. **PG&E's** acts and omissions, as described herein, were a cause Tubbs Fire and/or
24 aggravated the spread and destruction of the Tubbs Fire.

25 19. **PG&E** responded to the North Bay Fires by acknowledging that there were
26 problems with its electrical equipment on the night of Sunday, October 8, 2017. However, **PG&E**

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1 blamed its failing electrical equipment on winds combined with “millions of trees weakened by years
2 of drought and recent renewed vegetation growth from winter storms.”⁴

3 20. At all times relevant to this action **PG&E** had specific knowledge that the greatest
4 risk to the public from its operations was wildfire. **PG&E** specifically knew that wildfire could result
5 in death and injury to members of the public and could result in the destruction of structures and
6 property. Despite such knowledge, **PG&E** chose to accept vegetation management that would result
7 in 17 tree related outages for each 1,000 miles of line, despite knowing that such outages could result
8 in wildfires that would kill people, injure people, burn homes, and destroy property. **PG&E** chose to
9 accept that nearly 0.02 percent of the trees along its lines or nearly 20 in 1,000 trees would come into
10 contact with or could fall into its lines and cause a fire. **PG&E** consciously chose to accept that risk
11 without providing any warning to the public. **PG&E** has specifically acknowledged and at all times
12 relevant to this action knew that if it spent more money on its vegetation management program it
13 could reduce the risk of wildfire. **PG&E** cited its limited resources as the reason it chose to put the
14 public in danger, while at the same time it was making approximately \$1,400,000,000 in profits each
15 year. Therefore, **PG&E** made a conscious decision to put profits over the safety of the public.
16 **PG&E**’s choice resulted numerous deaths, injuries, and damage to structures and property, just as
17 **PG&E** knew it could, when it made the choice.

18 21. CalFire reported that the origin of the Tubbs Fire was in or around Highway 128
19 and Bennett Lane, in Calistoga, California. CalFire also reported that the Tubbs Fire started at or
20 around 9:45 p.m. on Sunday, October 8, 2017.⁵

21 22. **PG&E**’s website reports electric outages in real time. According to the website:
22 any person can “select an icon on the map to view outage details or request outage updates. The map
23 is updated every 15 minutes with any new information.”⁶

24 23. Immediately following the start of the Tubbs Fire, **PG&E**’s website reported two
25 outages, right next to each other, that were at or very near the origin of the Tubbs Fire.⁷

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27 ⁴ <http://www.pgecurrents.com/2017/10/11/pge-statement-on-north-bay-wildfires/>.

28 ⁵ http://www.fire.ca.gov/current_incidents/incidentdetails/Index/1867.

⁶ https://m.pge.com/?WT.pgeac=Home_Outages#outages.

⁷ *Id.*

1 24. The causes of the **PG&E** outages read: “found damaged equipment on a power
2 pole,” and “fire in the area.” The start time of both outages was exactly 8:51 p.m. on October 8, 2017
3 – immediately preceding the reported start time of the Tubbs Fire.

4 25. After containment of the Tubbs Fire, there was caution tape around the **PG&E**
5 power pole located at Highway 128 and Bennett Lane, where the outage reports originated. There
6 are several trees that are dangerously close to the subject power pole and the electric wires coming
7 off the pole. There was also electric equipment on the ground that appears to have come off the pole.

8 26. Northern California did not experience uncommon weather patterns the night the
9 North Bay Fires began. A review of readings at weather stations in the areas impacted by the Fires
10 shows that winds were at standard levels when **PG&E**’s electrical equipment began to fail. For
11 example, a weather station in Santa Rosa in the vicinity of the Tubbs Fire recorded wind gusts of
12 about 30 miles per hour at or around 9:29 p.m. on October 8, 2017. About an hour later, the same
13 station recorded wind gusts of 41 miles per hour. These wind speeds were surpassed in other recent
14 storms in the area on a number of occasions.

15 27. According to **PG&E**’s 2014 Annual Electric Distribution Reliability Report, sent
16 to the CPUC on February 27, 2015, weather conditions have accounted for many of the top ten
17 **PG&E** electrical outages each year since at least 2004, putting the utility on notice that these weather
18 conditions occur and that they can cause electrical problems. For example, four of the “ten largest
19 2004 outage events” for **PG&E** occurred in the Santa Rosa and Sonoma areas, and winds were
20 documented at much higher levels than those of October 8, 2017:

21 No. 3: “A strong weather front with gusty winds and heavy rain
22 crossed the service area. Peak wind gusts in the norther and central
portions of the service areas generally ranged in the 35 to 65 mph
range (58 mph at Arcata, **53 mph at Santa Rosa. . .**)”

23 No. 4: “A strong weather front with gusty winds and heavy rain
24 affected the northern half of the service area. Winds gusted from 35
to 65 mph in the Bay Area, Redwood and Northern Interior zones on
25 February 17th (...**45 mph at Santa Rosa**)”

26 No. 6: “A strong weather front with gusty winds and heavy rain
27 affected the norther half of the service area... Winds gusted from 35
to 60 mph ... (...**60 mph at Santa Rosa**)”

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1 No. 7: “Gusty north winds developed over norther and central
2 portions of the service area as a strong high pressure system
3 developed. Peak wind speeds included 58 mph at Hopland, **51 mph
4 in Santa Rosa, 47 mph at Sonoma.** Peak gusts in the East Bay hills
5 ranged from 50-60 mph.”⁸

6 28. In October of 2004, PG&E’s largest outage of the year affected 522,213 customers,
7 and involved “[T]wo storms (Oct 17 and 19) moved through the service area. Wind gusts were
8 generally between 24-50 mph (51 mph at Redding, 40 mph at Red Bluff, 37 mph at Napa) on Oct
9 17, and 35-60 mph on Oct 19 (51 mph Redding, 47 mph at Red Bluff, 51 mph at Marysville, 49 mph
10 at San Francisco Airport, 55 mph at Bellota, 57 mph at San Luis Obispo).”⁹

11 29. Later, in October of 2009, PG&E’s largest outage of the year was “A strong early
12 season storm affected the entire service area with many stations reporting wind gusts over 50 mph
13 (57 mph at Ft. Funston (SF), 56 mph at Fairfield, 55 mph at Oroville, 51 mph at Monterey). Single
14 day rainfall totals ranged between two and five inches at many locations (4.54 in. at Watsonville,
15 4.27 in. at Fairfield, and 3.66 in. at Napa). National Weather Service records indicate this storm was
16 the strongest October rain and wind event since 1962.”¹⁰ Therefore, PG&E had notice of the type of
17 winds that occurred on October 8, 2017, the night the North Bay Fires began.

18 30. Further, according to records maintained by CalFire, approximately 135 fires in
19 Sonoma and Napa Counties were caused by electrical equipment from 2011 through 2015.¹¹ In 2015,
20 the last year of reported data, electrical power problems sparked the burning of 149,241 acres across
21 California – more than twice the amount from any other cause.¹²

22 31. In May 2016, the CPUC adopted Fire Map 1, which is a map that “depicts areas of
23 California where there is an elevated hazard for the ignition and rapid spread of power line fires due
24 to strong winds, abundant dry vegetation, and other environmental conditions.”¹³ It was “developed

25 ⁸ [https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/
AnnualElectricDistributionReliabilityReport.pdf](https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/AnnualElectricDistributionReliabilityReport.pdf).

26 ⁹ *Id.*

27 ¹⁰ *Id.*

28 ¹¹ http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks.

¹² <http://www.latimes.com/business/la-fi-utility-wildfires-20171017-story.html>.

¹³ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M162/K498/162498284.PDF>.

1 by a team of independent experts selected and led by the California Department of Forestry and Fire
2 Protection.”¹⁴

3 32. The CPUC adopted Fire Map 1 “in response to past devastating wildfires that were
4 reportedly ignited by power lines.”²¹ According to CPUC commissioner Mike Florio, “Fire Map 1
5 represents an important milestone in identifying areas that face a very high risk of a devastating
6 wildfire.”¹⁵ **PG&E** was put on direct notice of this map.

7 33. On Fire Map 1, the area in and around the origin of the Tubbs Fire is both red and
8 orange, indicating the highest level of elevated hazard for the “ignition and rapid spread of power
9 line fires due to strong winds, abundant dry vegetation, and/or other environmental conditions.”

10 34. On May 6, 2013, a report was sent to the Safety and Enforcement Division of the
11 CPUC from the **Liberty Consulting Group** who had been retained to conduct an independent review
12 of capital and operations and maintenance expenditures proposed by **PG&E** (hereinafter the “2013
13 Liberty Report”).¹⁶ The **2013 Liberty Report** concluded that: “several aspects of the **PG&E**
14 distribution system present significant safety issues.” It also found: (a) “addressing risks associated
15 with electrical distribution components has been overshadowed by electric transmission and gas
16 facilities;” (b) “addressing aging infrastructure and adding SCADA to the system comprise the major
17 focuses of safety initiatives for the distribution system;” and (c) “current employee/contractor serious
18 injury and fatality levels require significantly greater mitigation.”

19 35. One of the first key findings of the 2013 Liberty Report was that **PG&E** had a
20 “large amount of small size obsolete conductor remaining on **PG&E**’s system.” **PG&E** has 113,000
21 miles of conductors (a.k.a. wires), and according to the report, over 60 percent of those conductors
22 are highly susceptible to failure. The conductors are very small, and generally more susceptible to
23 breaking than standard size conductors. As the conductor ages, it becomes even more susceptible to
24 breaking. Weather conditions, such as winds and lightning strikes, will also wear a small conductor
25 more than larger ones. For these reasons, “[t]his conductor was once popular, but is now recognized
26 as obsolete, due to its small size.”

27 ¹⁴ *Id.*

28 ¹⁵ *Id.*

¹⁶ <http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M065/K394/65394210.PDF>.

1 36. A second key finding of the 2013 Liberty Report was that upon review of PG&E's
2 documents, on a daily basis and in 36 percent of cases, PG&E cannot remotely deenergize a downed
3 line and must send someone on-scene to manually turn off the feed. During that time, the downed
4 line is a hazard, and according to the 2013 Liberty Report, this hazard has "contributed to a number
5 of fatalities and injuries."

6 37. According to the 2017 CPUC Order Instituting Investigation Into the Creation of a
7 Shared Database or Statewide Census of Utility Poles and Conduit:

8 Poorly maintained poles and attachments have caused substantial
9 property damage and repeated loss of life in this State. For example,
10 inadequate clearance between communication and power lines,
11 perhaps in conjunction with a broken cable lashing wire, caused the
12 Southern California Guejito Fire of 2007 which (together with the
13 Witch Fire) burned 197,990 acres and caused two deaths. Three more
14 deaths occurred in 2011 when an electrical conductor separated from
15 a pole in high winds, causing a live wire to fall to the ground. At least
16 five more people lost their lives in pole-related failures in 2012 and
17 2015.

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

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

1 38. In the June 29, 2017 CPUC press release for the Order, the CPUC President
2 Michael Picker stated, "Plain old wooden poles, along with their cousins, the underground conduits,
3 are work horses, carrying most of our power and telecommunications. They sometimes get crowded
4 and fail, causing outages and fires because of all the equipment crammed onto them." Further, "[n]ot
5 knowing where all the poles are and who owns them, how loaded they are, how safe they are, and
6 whether they can handle any additional infrastructure, is problematic to both the utilities and to the
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¹⁷ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M190/K872/190872933.PDF>.

1 CPUC. Creating a database of utility poles could help owners track attachments on their poles and
2 manage necessary maintenance and rearrangements, and can help the CPUC in our oversight role.”¹⁸

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

11 40. The 2013 Liberty Report was so concerned about the state of **PG&E’s** aging
12 infrastructure that it advised: “[w]e also recommend that **PG&E** treat aging infrastructure as an
13 enterprise-level risk.”

14 41. **PG&E** has a long-standing practice of using reclosers throughout its system to
15 automatically restart power after interruptions, even though it knows these devices may cause
16 wildfires. Reclosers send pulses of electricity through power lines whenever an interruption occurs
17 on lines equipped with the devices. According to experts, if power lines are in contact with trees or
18 vegetation, these pulses of electricity can start fires. For this reason, other utilities have changed their
19 operations to protect the public.

20 42. The dangers posed by reclosers are so significant that the other two major utilities
21 in California, **San Diego Gas & Electric Company** and **Southern California Edison**, have
22 reprogrammed their electrical systems during fire seasons to ensure that reclosers **do not** automatically
23 restart electrical currents after a service interruption. In contrast, **PG&E** began an experimental pilot
24 program in 2017 in limited parts of California to reprogram its reclosures. Since **PG&E** did not
25 reprogram all of its reclosures to keep electricity turned off after a disruption during fire season, the
26 night the North Bay Fires began, some of **PG&E’s** devices were programmed to try up to three times
27 to restore power by sparking electricity.

28 ¹⁸ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K560/191560905.PDF>.

1 43. **PG&E** knew that its reclosures posed a great risk of wildfire. At a Congressional
2 hearing in 2015, **PG&E's** Senior Vice President of Electrical Operations, Patrick Hogan, stated that
3 **PG&E** had the ability to reprogram its reclosures during fire season to not restart power. Patrick
4 Hogan claimed that shutting down power means "you take the reliability hit, but you gain the wildfire
5 benefit."¹⁹ **PLAINTIFFS** believe that despite this knowledge and ability, **PG&E** never reprogrammed
6 all of its reclosures to prevent wildfires.

7 44. In addition, since prior to 1996, **PG&E** has known or should have known that its
8 choice of chemical treatments for its poles can also make its equipment unsafe. For example, **PG&E**
9 uses and has used poles treated with pentachlorophenol in liquefied petroleum gas by the Cellon®
10 process. Those poles tend to experience surface decay below ground regardless of the type of wood
11 used for the poles. As a result, digging inspections are required for poles treated by these processes
12 for all wood types. However, **PLAINTIFF** believes that **PG&E** has failed to conduct the proper
13 inspections and further, when **PG&E** has been advised of necessary repairs to such poles, **PG&E**
14 failed to repair the poles in a timely manner. These failures are a breach of **PG&E** obligations to the
15 public and have been a cause of fires.

16 45. On top of having wide-scale aging infrastructure and no formal, organized system
17 to track the condition of the infrastructure, **PG&E** failed to perform the necessary maintenance and
18 inspections of its electrical equipment. A 2015 audit of **PG&E's** Sonoma Division revealed that there
19 were over 3,500 unfilled **PG&E** repair and maintenance requests in the area of the Tubbs Fire.²⁰ This
20 number is staggering in terms of safety to the people caught up in the fire zones.

21 46. In a December 31, 2015 letter to **PG&E** regarding the audit, Fayi Daye, a
22 supervising electric safety regulator with the CPUC, outlined the violations found in the review of
23 records between 2010 and 2015 and a spot check of **PG&E** electrical distribution equipment. Fayi
24 Daye's letter stated the following:

25 **PG&E's records indicated that from August 2010 to September**
26 **21, 2015, a total of 3,527 work orders were completed past their**

27 ¹⁹ <http://www.sfchronicle.com/bayarea/article/Power-line-restart-device-implicated-in-past-12324764.php>.

28 ²⁰ http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_Safety_and_Reliability/Reports_and_Audits/Electric_Facilities/EA2015-018.pdf.

1 **scheduled date of corrective action per PG&E's Electric**
2 **Notification Prioritization Standards. Late work orders included**
3 **overhead and underground facilities.²¹**

4 The letter concluded that these delays violated CPUC General Order No. 128, Rule 17.1, which
5 sets forth the CPUC's design, construction, and maintenance rules for electrical systems.

6 47. The audit also reviewed PG&E's maps for its electrical distribution lines and found
7 that over 50 pieces of overhead equipment – including pole mounted transformers and power lines –
8 has not been inspected every year as required by law. This was a violation of CPUC General Order
9 No. 165, Section III-B, which sets forth standards for inspections.²²

10 48. According to State Senator Jerry Hill, these findings are especially troubling
11 because “they are getting the money for these, they are getting the funds to do the work in a timely
12 manner.”²³ Yet, PG&E takes the money but fails to correct the problems.

13 49. PG&E has a well-documented history of implementing a “run to failure” approach
14 with its aging infrastructure, whereby it ignores necessary maintenance in order to line its own
15 pockets with excessive profits. According to a filing by the CPUC in May 2013:

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

25 Given PG&E's excessive profits over the period of the Overland
26 Audit, there is no reason to believe that Overland's example
27 regarding GT&S operations between 2008 and 2010 was unique. The
28 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.**

26 _____
27 ²¹ *Id.*

28 ²² *Id.*

²³ <https://www.nbcbayarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-Sonoma-Santa-Rosa-451996923.html>.

1 regardless of the long term “run to failure” impacts. And PG&E
2 has offered no evidence to the contrary.²⁴

3 50. Over the past thirty-plus years, PG&E has been subject to numerous fines, penalties,
4 and/or convictions as a result of its failure to abide by safety rules and regulations, including the
5 following fines, penalties, and/or convictions. Despite these recurring punishments, PG&E refuses
6 to modify its behavior, and has continued to conduct its business with a conscious disregard for the
7 safety of the public, including PLAINTIFF.

8 51. As detailed below, the North Bay Fires are just one example of the many tragedies
9 that have resulted from PG&E’s enduring failure to protect the public from the dangers associated
10 with its operations. PG&E power lines, transformers, conductors, poles, insulators, and/or other
11 electrical equipment have repeatedly started wildfires due to PG&E’s ongoing failure to create,
12 manage, implement, and/or maintain effective vegetation management programs for the areas near
13 and around its electrical equipment. Further, PG&E’s aging infrastructure has caused multiple
14 disasters throughout California.

15 52. In 1994, PG&E’s failure to maintain the vegetation surrounding its electrical
16 equipment caused a devastating wildfire in Nevada County, California. This Fire, commonly known
17 as the “Trauner Fire” or the “Rough and Ready Fire,” burned approximately 500 acres in and around
18 the town of Rough and Ready, destroyed 12 homes, and burned 22 structures, including a
19 schoolhouse that was built in 1868.

20 53. Investigators determined that the Trauner Fire began when a 21,000-volt power line
21 brushed against a tree limb that PG&E was supposed to keep trimmed. Through random spot
22 inspections, the investigators found several hundred safety violations in the area near the Trauner
23 Fire. Approximately 200 of these violations involved contact between vegetation and one of PG&E’s
24 power lines. As a result, on or around June 19, 1997, PG&E was convicted of 739 counts of criminal
25 negligence and required to pay \$24 million in penalties.

26 54. Subsequent to the trial, a 1998 CPUC report revealed that PG&E diverted \$77.6
27 million from its tree-trimming budget to other uses from 1987 to 1994. During that same time, PG&E

28 ²⁴ ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf.

1 under spent its authorized budgets for maintaining its systems by \$495 million and instead, used this
2 money to boost corporate profits. Despite this public outing, **PG&E** continued its corporate culture
3 of putting profits before safety.

4 55. In December 2003, a fire broke out at **PG&E**'s Mission District Substation in San
5 Francisco. Despite signs of trouble appearing at control centers, the fire burned for nearly two hours
6 before **PG&E** operators showed up at the Substation, finding it full of smoke, and finally called the
7 Fire Department. The source of the fire was not located until five hours after it began. As a result,
8 nearly one-third of San Francisco's residents and business owners lost power, with some waiting
9 over 24 hours for their power to be restored.

10 56. The CPUC report of the investigation, which was released in 2004, illustrated
11 **PG&E**'s careless approach to safety and apparent inability to learn from its past mistakes. An excerpt
12 from the report describes the following:

13 Soon after undertaking the investigation of the 2003 fire, CPSD
14 [CPUC's Consumer Protection and Safety Division] discovered that
15 another fire had occurred at Mission Substation in 1996. CPSD's
16 investigation team conducted a thorough analysis of both fires and
17 found strikingly similar contributing factors and root causes. CPSD's
18 team further determined that **PG&E** had not implemented the
19 recommendations resulting from its own investigation of the 1996
20 fire. . . **CPSD finds it quite troubling that **PG&E** did not
21 implement its own recommendations from its own investigation
22 of the 1996 fire.**²⁵

19 The findings related to the Mission Substation Fire should have been a wake-up call to **PG&E** to
20 revamp its operating procedures to prevent future disasters. Instead, **PG&E**'s focus remained on
21 corporate profits, while safety was relegated to the backburner.

22 57. In December 2008, a gas leak from a **PG&E** pipe caused an explosion in Rancho
23 Cordova, California. This explosion left one person dead, injured several others, and caused over
24 \$260,000 in property damage.

25 58. A National Transportation Safety Board ("NTSB") investigation revealed that the
26 leak was caused by **PG&E**'s incorrect repairs in 2006, at which time **PG&E** installed a piece of pipe
27 to patch up an earlier leak. The investigative report for the incident concluded that the walls of the

28 ²⁵ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF>.

1 new pipe were too thin, allowing gas to leak from the pipe, and that **PG&E** failed to timely send
2 properly trained personnel to check out the leak, even though **PG&E** had been told several months
3 earlier that its emergency plans fell below required standards. Specifically, the report noted the
4 following:

5 Contributing to the accident was the 2-hour 47-minute delay in the
6 arrival at the job site of a Pacific Gas and Electric Company crew
7 that was properly trained and equipped to identify and classify
8 outdoor leaks and to begin response activities to ensure the safety of
9 the residents and public.²⁶

8 59. In November 2010, the CPUC filed administrative charges against **PG&E** in
9 connection with the Rancho Cordova explosion, alleging that **PG&E** was at fault for the blast and
10 that **PG&E** should have discovered the improper repair job that caused the explosion, but failed to
11 timely do so. As a result, the CPUC required **PG&E** to pay a \$38 million fine.

12 60. On September 9, 2010, **PG&E**'s continued disregard of public safety caused the
13 death of eight people, injured 58 people, and destroyed an entire neighborhood in San Bruno,
14 California when one of its gas pipelines exploded and burst into flames. Subsequent to the explosion,
15 the NTSB issued a report that blamed the disaster on **PG&E**'s poor management of its pipeline. In
16 January 2011, federal investigators reported that the probable cause of the accident was: (i) **PG&E**'s
17 inadequate quality assurance and quality control during its Line 132 pipeline relocation project,
18 which allowed the installation of a substandard and poorly-welded pipe section; and (ii) **PG&E**'s
19 inadequate pipeline integrity management program, which failed to detect and remove the defective
20 pipe section.

21 61. As a result, **PG&E** was required to pay substantial fines for its massive safety
22 violations. In April 2015, the CPUC slapped **PG&E** with a \$1.6 billion fine for causing the explosion
23 and diverting maintenance funds into stockholder dividends and executive bonuses. Further, in
24 January 2017, a federal judge convicted **PG&E** of six felony charges and ordered it to pay \$3 million
25 in fines for causing the explosion.

26 62. Also, due to **PG&E**'s corporate culture which repeatedly placed profits over safety,
27 the CPUC launched an investigation into the manner by which **PG&E** officers, directors, and/or

28 ²⁶ http://docs.cpuc.ca.gov/published/Final_decision/146914-03.htm.

1 managing agents establish safety policies and practices to prevent catastrophic events. At the
2 beginning of the investigation, the CPUC President harped on **PG&E's** ongoing safety violations:

3 Despite major public attention, ongoing CPUC investigations (OIs)
4 and rulemakings (OIRs) into **PG&E's** actions and operations,
5 including the investigations we voted on today, federal grand jury,
6 and California Department of Justice investigation, continued safety
7 lapses at **PG&E** continue to occur.²⁷

6 63. After the San Bruno explosion, in September 2011, **PG&E** caused a gas explosion
7 that partially engulfed a condominium in Cupertino, California. The explosion was the result of
8 cracked Aldyl-A plastic pipe.

9 64. Prior to the explosion, the manufacture of Aldyl-A and the NTSB had both issued
10 warnings about this type of plastic pipe that was prone to premature brittleness, cracking, and failure
11 dating back to at least 2002. Despite these warnings and **PG&E's** knowledge of this risk, **PG&E** did
12 nothing to prevent the explosion. Although some utilities around the United States have been
13 replacing Aldyl-A pipes, **PG&E** did not have a replacement program to phase them out and
14 adequately protect the public.

15 65. In March 2014, a home in Carmel, California was destroyed due to a gas explosion
16 caused by **PG&E**. Prior to the explosion, **PG&E** was attempting to replace a gas distribution line,
17 but **PG&E's** records did not show that the steel pipe had a plastic insert. When crews dug into the
18 steel pipe to perform the replacement, the unknown plastic insert was pierced, allowing gas to leak
19 through the pipe and into the residence.

20 66. The CPUC once again required **PG&E** to pay a massive fine because of their
21 wrongdoing. In August 2016, the CPUC imposed a \$25.6 million fine on **PG&E**. With a \$10.85
22 million citation previously paid by **PG&E** in 2015 for the explosion, **PG&E** was require to pay a
23 total of over \$36 million in penalties for its shoddy recordkeeping and disregard of public safety.

24 67. Tragedy struck yet again in September 2015, when **PG&E's** inadequate and
25 ineffective vegetation management programs resulted in the "Butte Fire" in the Sierra foothills. The
26

27 ²⁷ [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/
28 Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsonPGESafetyCultureandEnfor
cementTheory.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsonPGESafetyCultureandEnforcementTheory.pdf).

1 Butte Fire burned for 22 days across Amador and Calaveras Counties, killed two people, destroyed
2 921 homes and/or structures, and charred over 70,000 acres.

3 68. Similar to the other disasters caused by **PG&E**'s wrongdoing, the Butte Fire could
4 have been prevented by **PG&E**. The Butte Fire was ignited by a gray pine tree that grew and came
5 into contact with one of **PG&E**'s power lines. **PG&E** knew that gray pines posed the highest risk of
6 catastrophic wildfires, but failed to identify and/or remove the dangerous tree pursuant to its
7 vegetation management practices. Instead, **PG&E** removed the two trees surrounding the gray pine
8 at issue, which exposed the gray pine to sunlight and allowed it to quickly come into contact with
9 **PG&E**'s power line.

10 69. **PG&E** made several decisions leading up to the Butte Fire that illustrate its
11 conscious disregard of public safety. First, **PG&E**'s Risk & Compliance Management Committee
12 chose to not confirm their assumption that properly qualified and trained inspectors were being used
13 by its contractors to identify hazard trees. Similarly, **PG&E** chose not to verify that its quality
14 assurance audits were properly conducted. Moreover, **PG&E** Vegetation Management managers
15 directed its contractor to hire inspectors that they knew did not meet the minimum qualifications
16 required by **PG&E**'s own specifications. Furthermore, **PG&E** managing agents chose to not train
17 inspectors on **PG&E**'s hazardous tree rating system ("HTRS"), verify that its contractor trained
18 inspectors on the HTRS, or require inspectors to use **PG&E**'s HTRS. Finally, **PG&E** conducts
19 annual quality assurance audits that identify a select number of hazardous trees from a small sample,
20 but chose to not look for additional dangerous trees despite knowing that its statistical sample warned
21 of the likelihood that thousands more hazardous trees existed in the larger population.

22 70. Subsequent to the Butte Fire, in April 2017, the CPUC fined **PG&E** a total of \$8.3
23 million for "failing to maintain its 12kV overhead conductors safely and properly" and failing to
24 maintain a minimum distance between its power lines and vegetation. CalFire also sent **PG&E** a bill
25 for \$90 million to cover state firefighting costs. Despite these consequences, **PG&E** did not change,
26 revise, or improve any of its vegetation management practices after the Butte Fire, paving the way
27 for another massive wildfire.

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

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

12 73. Moreover, **PG&E** has implemented multiple programs that provide monetary
13 incentives to its employees, agents, and/or contractors to *not* protect public safety. Prior to the Butte
14 Fire, **PG&E** chose to provide a monetary incentive to its contractors to cut fewer trees, even though
15 **PG&E** was required to have an inspection program in place that removed dangerous trees and
16 reduced the risk of wildfires. Robert Urban, a regional officer for a **PG&E** contractor, stated that he
17 had a concern that the bonus system incentivized his employees to not do their job, but **PG&E** chose
18 to keep this program despite knowing this risk. Similarly, prior to the San Bruno explosion, **PG&E**
19 had a program that provided financial incentives to employees to not report or fix gas leaks and keep
20 repair costs down. This program resulted in the failure to detect a significant number of gas leaks,
21 many of which were considered serious leaks. According to Richard Kuprewicz, an independent
22 pipeline safety expert, **PG&E**’s incentive system was “training and rewarding people to do the wrong
23 thing,” emblematic of “a seriously broken process,” and “explains many of the systemic problems in
24 this operation that contributed to the [San Bruno] tragedy.”²⁸

25 74. At all times prior to October 8, 2017, **PG&E** had a duty to properly construct,
26 inspect, repair, maintain, manage and/or operate its power lines and/or other electrical equipment

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

1 and to keep vegetation properly trimmed and maintained so as to prevent foreseeable contact with
2 such electrical equipment. In the construction, inspection, repair, maintenance, management,
3 ownership, and/or operation of its power lines and other electrical equipment, **PG&E** had an
4 obligation to comply with a number of statutes, regulations, and standards, including the following.

5 75. Pursuant to Public Utilities Code § 451, “Every public utility shall furnish and
6 maintain such adequate, efficient, just, and reasonable service, instrumentalities, equipment, and
7 facilities . . . as are necessary to promote the safety, health, comfort, and convenience of its patrons,
8 employees, and the public.”

9 76. To meet this safety mandate, **PG&E** is required to comply with a number of design
10 standards for its electrical equipment, as stated in CPUC General Order 95. In extreme fire areas,
11 **PG&E** also must ensure that its power lines can withstand winds of up to 92 miles per hour.

12 77. Further, **PG&E** must follow several standards to protect the public from the
13 consequences of vegetation and/or trees coming into contact with its power lines and other electrical
14 equipment. Pursuant to Public Resources Code § 4292, **PG&E** is required to “maintain around and
15 adjacent to any pole or tower which supports a switch, fuse, transformer, lightning arrester, line
16 junction, or dead end or corner pole, a firebreak which consists of a clearing of not less than 10 feet
17 in each direction from the outer circumference of such pole or tower.” Also, Public Resources Code
18 § 4293 mandates **PG&E** to maintain clearances of four to 10 feet for all of its power lines, depending
19 of their voltage. In addition, “Dead trees, old decadent or rotten trees, trees weakened by decay or
20 disease and trees or portions thereof that are leaning toward the line which may contact the line from
21 the side or may fall on the line shall be felled, cut, or trimmed so as to remove such hazard.”

22 78. Pursuant to CPUC General Order 165, **PG&E** is also required to inspect its
23 distribution facilities to maintain a safe and reliable electric system. In particular, **PG&E** must
24 conduct “detailed” inspections of all of its overhead transformers in urban areas at least every five
25 years. **PG&E** is also required to conduct “intrusive” inspections of its wooden poles that have not
26 already been inspected and are over 15 years old every 10 years.

27 79. **PG&E** knew or should have known that such standards and regulations were
28 minimum standards and that **PG&E** has a duty to identify vegetation which posed a foreseeable

1 87. **DEFENDANTS**, and each of them, knew or should have known that the activities
2 of the **DOE** Defendants, and/or other parties, involved a risk that was peculiar to the operation of
3 **DEFENDANTS'** business that was foreseeable and arose from the nature and/or location of the
4 work. Notwithstanding this, **DEFENDANTS**, and each of them, failed to take reasonable
5 precautions to protect adjoining property owners against the foreseeable risk of harm created by their
6 activities.

7 88. **DEFENDANTS**, and each of them, have special knowledge and expertise far above
8 that of a layperson that they were required to apply to the design, engineering, construction, use,
9 operation, inspection, repair, and maintenance of electrical lines, infrastructure, equipment, and
10 vegetation in order to assure safety under all the local conditions in their service area, including but
11 not limited to, those conditions identified herein.

12 89. **DEFENDANTS**, and each of them, negligently breached those duties by, among
13 other things:

- 14 a. Failing to conduct reasonably prompt, proper, and frequent inspections of the
15 electrical transmission lines, wires, and associated equipment;
- 16 b. Failing to design, construct, monitor, and maintain high voltage transmission
17 and distribution lines in a manner that avoids igniting fire during long, dry
18 seasons by allowing those lines to withstand foreseeable conditions and avoid
19 igniting fires;
- 20 c. Failing to design, construct, operate, and maintain high voltage transmission and
21 distribution lines and equipment to withstand foreseeable conditions to avoid
22 igniting fires;
- 23 d. Failing to maintain and monitor high voltage transmission and distribution lines
24 in fire prone areas to avoid igniting fire and spreading fires;
- 25 e. Failing to install the equipment necessary, and/or to inspect and repair the
26 equipment installed, to prevent electrical transmission and distribution lines
27 from improperly sagging, operating, or making contact with other metal wires
28 placed on its poles and igniting fires;

- 1 f. Failing to keep equipment in a safe condition at all times to prevent fires;
- 2 g. Failing to inspect vegetation within proximity to energized transmission and
- 3 distribution lines;
- 4 h. Failing to de-energize power lines during fire prone conditions;
- 5 i. Failing to de-energize power lines after the fire's ignition;
- 6 j. Failing to properly investigate, vet, hire, train, and supervise employees and
- 7 agents responsible for maintenance and inspection of the transmission and
- 8 distribution lines;
- 9 k. Failing to implement and follow regulations and reasonably prudent practices to
- 10 avoid fire ignition;
- 11 l. Failing to properly investigate, monitor, and maintain vegetation sufficient to
- 12 mitigate the risk of fire.

13 90. The fire alleged herein was a direct, legal, and proximate result of the negligence of
14 Defendants **PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**
15 **1 through 100**, and each of them. **DEFENDANTS**, and each of them, further breached their duties
16 owed to **PLAINTIFFS** in that said **DEFENDANTS** (1) failed to comply with the applicable statutes,
17 regulations, and standards; (2) failed to timely and properly maintain and inspect the subject line and
18 adjacent vegetation; (3) failed to properly cut, trim, prune, and/or otherwise keep vegetation from
19 contact with its line; and (4) failed to make the overhead lines safe under all the exigencies created
20 by the surrounding circumstances and conditions. **DEFENDANTS**, and each of them, negligently
21 installed, constructed, maintained, operated, inspected, and/or repaired the line and as a direct,
22 proximate, and legal result of said negligence these **PLAINTIFF** suffered damages as alleged herein.

23 91. At all times mentioned herein, Defendants **PG&E CORPORATION, PACIFIC**
24 **GAS & ELECTRIC COMPANY, and DOES 1 through 100**, and each of them, failed to properly
25 inspect and maintain the subject line and equipment, which they knew, given the then existing
26 drought conditions, posed a risk of serious injury, damage, or death to others, including
27 **PLAINTIFF**. Defendants **PG&E CORPORATION, PACIFIC GAS & ELECTRIC**
28 **COMPANY, and DOES 1 through 100**, and each of them, were aware that if the subject line and/or

1 subject equipment came in contact with vegetation that a fire would likely result. **DEFENDANTS**,
2 and each of them, also knew that, given the existing drought-like conditions, said fire was likely to
3 pose a risk of serious injury, damage, and/or death to the general public, including these
4 **PLAINTIFF**.

5 92. Over the past approximately 10 years, Defendants **PG&E CORPORATION**,
6 **PACIFIC GAS & ELECTRIC COMPANY**, and **DOES 1 through 100**, and each of them, have
7 been subject to numerous fines and penalties as a result of **PG&E**'s ongoing failure to abide by safety
8 rules and regulations. The most recent fine/penalty imposed on **PG&E** for safety violations occurred
9 on April 9, 2015, when the California Public Utilities Commission ("CPUC") imposed a record \$1.6
10 billion penalty for safety violations that resulted in deaths, injuries, and destroyed homes related to
11 the San Bruno Fire. One of the stated purposes of the CPUC in rendering such a record fine against
12 **PG&E** was to "ensure that nothing like this happens again." **PG&E** were also subject to significant
13 fines and penalties for their role in causing the Butte Fire. In addition, **PG&E**'s disregard for safety
14 has resulted in federal criminal charges. The United States of America has charged **PACIFIC GAS**
15 **& ELECTRIC COMPANY** with various crimes based on **PACIFIC GAS & ELECTRIC**
16 **COMPANY**'s knowing and willful violation of various minimum safety standards. Despite these
17 penalties and fines – indeed, just months after the imposition of the \$1.6 billion penalty for the safety
18 violations related to the San Bruno Fire – **DEFENDANTS** have failed and refused to modify their
19 behavior, and they have continued to conduct their business with a conscious disregard for the safety
20 of the public. As a result of the continued actions by **DEFENDANTS**, in conscious disregard for
21 the safety of others, the CPUC has ordered an investigation into the culture of ignoring safety at
22 **PG&E**. The CPUC President has recognized that **DEFENDANTS** have failed and refused to modify
23 their conduct. Despite penalties and fines, in July of 2015, the President of the CPUC specifically
24 stated:

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

1 93. Nonetheless, **DEFENDANTS** continue to consciously disregard the safety of the
2 public, including **PLAINTIFF**. Since December 2008, Defendants **PG&E CORPORATION**,
3 **PACIFIC GAS & ELECTRIC COMPANY**, and **DOES 1 through 100**, and each of them, have
4 been responsible for the deaths of at least fourteen people, and burns and injuries suffered by at least
5 40 other people. **DEFENDANTS** have admitted to putting profits over safety and to having violated
6 safety regulations. Prior to the North Bay Fires, **PG&E**, acting with conscious disregard for the
7 safety of others, caused the deaths of eight people and destroyed an entire neighborhood in San
8 Bruno, California. **DEFENDANTS'** wrongful conduct continued with their role in causing the Butte
9 Fire. The deaths, injuries, and damage caused by the North Bay Fires are the result of the ongoing
10 custom and practice of **DEFENDANTS**, and each of them, of consciously disregarding the safety of
11 the public and not following statutes, regulations, standards, and rules regarding their business
12 operations. Despite having caused the death and injury of numerous people, **DEFENDANTS** have
13 continued to act in conscious disregard for the safety of others, and have ratified the conduct of their
14 employees. Upon information and belief, no employee has been disciplined or discharged as a result
15 of failing and/or refusing to comply with the regulations and/or as a result of the deaths of members
16 of the public. **DEFENDANTS**, in order to cut costs, failed to properly inspect and maintain the
17 subject line and/or the subject equipment with full knowledge that any incident was likely to result
18 in a fire that would burn and/or kill people, damage property, and/or cause harm to the general public,
19 including **PLAINTIFF**. The actions of **DEFENDANTS**, and each of them, did in fact result in
20 damages to **PLAINTIFF**. **DEFENDANTS**, and each of them, failed to make proper inspections,
21 failed to properly maintain the lines, failed to properly trim vegetation, failed to properly and timely
22 remove vegetation, and failed to safely operate their line, in order to save money, while at the same
23 time spending millions of dollars on a television advertising campaign falsely representing to the
24 public that **DEFENDANTS** were acting in a safe manner.

25 94. The negligence of **DEFENDANTS** was a substantial factor in causing
26 **PLAINTIFF's** damages.

27 95. **DEFENDANTS'** failure to comply with their duties of care proximately cause
28 damage to **PLAINTIFF**.

1 96. As a further direct and proximate result of **DEFENDANTS'** negligence,
2 **PLAINTIFF** suffered damages including, but not limited to, loss of business, emotional distress,
3 annoyance, disturbance, inconvenience, and mental anguish, loss of quiet enjoyment of his property,
4 and costs related to **PLAINTIFF's** evacuation.

5 97. As a further direct and proximate result of **DEFENDANTS'** negligence,
6 **PLAINTIFF** incurred past and future medical expenses according to proof.

7 98. Further, the conduct alleged against **DEFENDANTS** in this Complaint was
8 despicable and subjected **PLAINTIFF** to cruel and unjust hardship in conscious disregard of their
9 rights, constituting oppression, for which **DEFENDANTS** must be punished by punitive and
10 exemplary damages in an amount according to proof. The conduct of **DEFENDANTS** evidences a
11 conscious disregard for the safety of others, including **PLAINTIFF**. **DEFENDANTS'** conduct was
12 and is despicable conduct and constitutes malice as defined by California Civil Code Section 3294.
13 An officer, director, or managing agent of **PG&E** personally committed, authorized, and/or ratified
14 the despicable and wrongful conduct alleged in this complaint. **PLAINTIFFS** are entitled to an
15 award of punitive damages sufficient to punish and make an example of **DEFENDANTS**, and each
16 of them.

17 **COUNT TWO – INVERSE CONDEMNATION**
18 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1**
19 **through 100, and each of them)**

20 99. **PLAINTIFF** incorporates by reference all other paragraphs of this Complaint as if
21 fully set forth herein.

22 100. On or about October 8, 2017, **PLAINTIFF** was owner of real property and/or
23 personal property located within Napa County.

24 101. Prior to and on October 8, 2017, **DEFENDANTS** installed, owned, operated, used,
25 controlled, and/or maintained power lines and electrical equipment in the above-mentioned counties.

26 102. On or about October 8, 2017, as a direct, necessary, and legal result of
27 **DEFENDANTS'** installation, ownership, operation, use, control, and/or maintenance for a public
28 use of the power lines and electrical equipment, **DEFENDANTS'** electrical lines and/or equipment
came in contact with vegetation and caused a wildfire which burned in excess of 220,000 acres,

1 including damaging property owned or occupied by **PLAINTIFF**. The fire and its resulting smoke
2 damaged and/or destroyed **PLAINTIFF**'s real and/or personal property.

3 103. The above described damage to **PLAINTIFF**'s property was proximately and
4 substantially caused by the actions of **DEFENDANTS**, and each of them, in that **DEFENDANTS**'
5 installation, ownership, operation, use, control, and/or maintenance for a public use of the power
6 lines and equipment was negligent and caused the subject fire.

7 104. **PLAINTIFF** has not received adequate compensation for the damage to and/or
8 destruction of his property, thus constituting a taking or damaging of **PLAINTIFF**'s property by
9 **DEFENDANTS**, and each of them, without just compensation.

10 105. As a direct and legal result of the above-described damages to **PLAINTIFF**'s
11 property including loss of use, interference with access, enjoyment and marketability, and injury to
12 personal property, **PLAINTIFF** has been damaged in an amount according to proof at trial.

13 106. **PLAINTIFF** has incurred and will continue to incur attorney's, appraisal, and
14 engineering fees and costs because of **DEFENDANTS**' conduct, in amounts that cannot yet be
15 ascertained, but which are recoverable in this action under Code of Civil Procedure § 1036.

16 **COUNT THREE – TRESPASS**
17 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1**
18 **through 100)**

19 107. **PLAINTIFF** incorporates by reference all other paragraphs of this Complaint as if
20 fully set forth herein.

21 108. At all times relevant herein, **PLAINTIFF** was the owner and lawful occupier of
22 property damaged by the North Bay Fires.

23 109. **DEFENDANTS** negligently allowed the North Bay Fires to ignite and/or spread
24 out of control, causing injury to **PLAINTIFF**. The spread of a negligently caused fire to the land of
25 another constitutes a trespass.

26 110. **PLAINTIFF** did *not* grant permission for **DEFENDANTS** to cause the North Bay
27 Fires to enter his property.
28

1 111. As a direct, proximate, and substantial result of the trespass, **PLAINTIFF HAS**
2 suffered and will continue to suffer damages, including but not limited to damage to property,
3 discomfort, annoyance, and emotional distress in an amount to be proved at the time of trial.

4 112. As a further direct and proximate result of the conduct of **DEFENDANTS,**
5 **PLAINTIFF** has hired and retained counsel to recover compensation for loss and damage and are
6 entitled to recover all attorney's fees, expert fees, consultant fees, and litigation costs and expense,
7 as allowed under California Code of Civil Procedure § 1021.9.

8 113. As a further direct and proximate result of the conduct of **DEFENDANTS,**
9 **PLAINTIFF** seeks treble or double damages for wrongful injuries to timber, trees, or underwood on
10 their property, as allowed under California Civil Code § 3346.

11 114. **DEFENDANTS'** conduct was willful and wanton, and with a conscious contempt
12 and disdain for the disastrous consequences that **DEFENDANTS** knew could occur as a result of
13 their dangerous conduct. Accordingly, **DEFENDANTS** acted with malice towards **PLAINTIFF,**
14 which is an appropriate predicate fact for an award of exemplary/punitive damages in a sum
15 according to proof.

16 **COUNT FOUR – PUBLIC NUISANCE**
17 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1**
18 **through 100)**

19 115. **PLAINTIFF** incorporates by reference all other paragraphs of this Complaint as if
20 fully set forth herein.

21 116. **PLAINTIFF** occupies property at or near the site of the fire which is the subject of
22 this action. At all relevant times herein, **PLAINTIFF** had a right to occupy, enjoy, and/or use his
23 property without interference by **DEFENDANTS,** and/or each of them.

24 117. **DEFENDANTS,** and/or each of them, owed a duty to the public, including
25 **PLAINTIFF** herein, to conduct their business, in particular the maintenance and/or operation of
26 power lines, power poles, and/or electrical equipment on power poles, and adjacent vegetation in
27 proximity to their power lines in Napa and/or Sonoma Counties in a manner that did not threaten
28 harm or injury to the public welfare from operation of those power lines.

1 118. **DEFENDANTS**, and/or each of them, by acting and/or failing to act, as alleged
2 hereinabove, created a condition which was harmful to the health of the public, including these
3 **PLAINTIFF**, and which interfered with the comfortable occupancy, use, and/or enjoyment of
4 **PLAINTIFF**'s property. **PLAINTIFF** did not consent, expressly or impliedly, to the wrongful
5 conduct of **DEFENDANTS**, and/or each of them, in acting in the manner set forth above.

6 119. The hazardous condition which was created by and/or permitted to exist by
7 **DEFENDANTS**, and/or each of them, affected a substantial number of people within the general
8 public, including **PLAINTIFF** herein, and constituted a public nuisance under Civil Code §§ 3479
9 and 3480 and Public Resources Code § 4171. Further, the ensuing uncontrolled wildfire constituted
10 a public nuisance under Public Resources Code § 4170.

11 120. The damaging effects of **DEFENDANTS**' maintenance of a fire hazard and the
12 ensuing uncontrolled wildfire are ongoing and affect the public at large. As a result of the fire's
13 location, temperature, and/or duration, extensive areas of hydrophobic soils developed within the
14 fire's perimeter. This further caused significant post fire runoff hazards to occur, including hillside
15 erosion, debris flow hazards, sediment laden flow hazards, and hillside erosion. As a result, large
16 quantities of ash and sediment will be deposited in perennial and ephemeral watercourses.

17 121. As a direct and legal result of the conduct of **DEFENDANTS**, and/or each of them,
18 **PLAINTIFF** suffered harm that is different from the type of harm suffered by the general public.
19 Specifically, **PLAINTIFF** has lost the occupancy, possession, use, and/or enjoyment of his land,
20 real and/or personal property, including, but not limited to: a reasonable and rational fear that the
21 area is still dangerous; a diminution in the fair market value of his property; an impairment of the
22 salability of his property; exposure to an array of toxic substances; the presence of "special waste"
23 on his property that requires special management and disposal; and a lingering smell of smoke, and/or
24 constant soot, ash, and/or dust in the air.

25 122. As a further direct and legal result of the conduct of **DEFENDANTS**, and/or each
26 of them, **PLAINTIFF** has suffered, and will continue to suffer, discomfort, anxiety, fear, worries,
27 annoyance, and/or stress attendant to the interference with **PLAINTIFF**'s occupancy, possession,
28 use and/or enjoyment of his property, as alleged above.

1 123. A reasonable, ordinary person would be reasonably annoyed or disturbed by the
2 condition created by **DEFENDANTS**, and/or each of them, and the resulting fire.

3 124. The conduct of **DEFENDANTS**, and/or each of them, is unreasonable and the
4 seriousness of the harm to the public, including **PLAINTIFF** herein, outweighs the social utility of
5 **DEFENDANTS'** conduct.

6 125. The individual and/or collective conduct of **DEFENDANTS** set forth above, and/or
7 each of them, resulting in the Tubbs Fire is not an isolated incident, but is ongoing and/or a repeated
8 course of conduct, and **DEFENDANTS'** prior conduct and/or failures have resulted in other fires
9 and damage to the public.

10 126. The unreasonable conduct of **DEFENDANTS**, and/or each of them, is a direct and
11 legal cause of the harm, injury, and/or damage to the public, including **PLAINTIFF** herein.

12 127. **DEFENDANTS**, and/or each of them, have individually and/or collectively, failed
13 and refused to conduct proper inspections and to properly trim, prune, and/or cut vegetation in order
14 to ensure the sole delivery of electricity to residents through the operation of power lines in the
15 affected area, and **DEFENDANTS'** individual and/or collective failure to do so exposed every
16 member of the public, including those residing in Napa and/or Sonoma Counties, to a foreseeable
17 danger of personal injury, death, and/or a loss of or destruction real and personal property.

18 128. The conduct of **DEFENDANTS**, and/or each of them, set forth above constitutes a
19 public nuisance within the meaning of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104
20 and 4170, and Code of Civil Procedure § 731. Under Civil Code § 3493, **PLAINTIFF** has standing
21 to maintain an action for public nuisance because the nuisance is specially injurious to **PLAINTIFF**
22 because, as more specifically described above, it is injurious and/or offensive to the senses of the
23 **PLAINTIFF**, unreasonably interferes with the comfortable enjoyment of his property, and/or
24 unlawfully obstructs the free use, in the customary manner, of **PLAINTIFF's** property, and has
25 suffered harm, injury, and damages.

26 129. For these reasons, **PLAINTIFF** seeks a permanent injunction ordering that
27 **DEFENDANTS**, and each of them, stop continued violation of Public Resource Code §§ 4292 and
28

1 4293 and Public Utilities Commission General Order 95, Rule 35. **PLAINTIFF** also seeks an order
2 directing **DEFENDANTS** to abate the existing and continuing nuisance described above.

3 **COUNT FIVE – PRIVATE NUISANCE**
4 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1**
5 **through 100)**

6 130. **PLAINTIFF** incorporates by reference all other paragraphs of this Complaint as if
7 fully set forth herein.

8 131. **DEFENDANTS'** actions, conduct, omissions, negligence, trespass, and failure to
9 act resulted in a fire hazard and a foreseeable obstruction to the free use of **PLAINTIFF's** property,
10 invaded the right to use **PLAINTIFF's** property, and interfered with the enjoyment of
11 **PLAINTIFF's** property, causing **PLAINTIFF** unreasonable harm and substantial actual damages
12 constituting a nuisance, pursuant to California Civil Code § 3479.

13 132. As a direct and proximate result of the conduct of **DEFENDANTS**, **PLAINTIFF**
14 sustained loss and damage, including but not limited to damage to property, discomfort, annoyance,
15 and emotional distress, the amount of which will be proven at trial.

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

21 **COUNT SIX – NEGLIGENCE PER SE**
22 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1**
23 **through 100)**

24 134. **PLAINTIFF** incorporates by reference all other paragraphs of this Complaint as if
25 fully set forth herein.

26 135. **DEFENDANTS** at all times herein had a duty to properly design, construct, operate,
27 maintain, inspect, and manage their electrical infrastructure as well as trim trees and vegetation in
28 compliance with all relevant provisions of applicable orders, decisions, directions, rules, or statutes,
including those delineated by, but not limited to, California Public Utilities Commission General

1 Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code § 4435, and Public
2 Utilities Commission General Order 165.

3 136. The violation of a legislative enactment or administrative regulation which defines
4 a minimum standard of conduct is unreasonable per se.

- 5 137. **DEFENDANTS** violated the above by, but not limited to:
- 6 a. Failing to service, inspect, or maintain electrical infrastructure, structures, and
7 vegetation affixed to and in close proximity to high voltage electrical lines;
 - 8 b. Failing to provide electrical supply systems of suitable design;
 - 9 c. Failing to construct and to maintain such systems for their intended use of safe
10 transmission of electricity considering the known condition of the combination
11 of the dry season and vegetation of the area, resulting in susceptibility to the
12 ignition and spread of fire and the fire hazard and danger of electricity and
13 electrical transmission and distribution;
 - 14 d. Failing to properly design, construct, operate, maintain, inspect, and manage
15 their electrical supply systems and the surrounding arid vegetation resulting in
16 said vegetation igniting and accelerating the spread of the fire;
 - 17 e. Failing to properly safeguard against the ignition of fire during the course and
18 scope of employee work on behalf of **PG&E**;
 - 19 f. Failing to comply with the enumerated legislative enactments and administrative
20 regulations.

21 138. The violation of General Order 95, including but not limited to Rules 31.2 and 38,
22 Public Resources Code § 4435, and Public Utilities Commission General Order 165 by
23 **DEFENDANTS** proximately and substantially caused the destruction, damage, and injury to
24 **PLAINTIFF**.

25 139. **PLAINTIFF** was and is within the class of persons for whose protection General
26 Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code § 4435, and Public
27 Utilities Commission General Order 165 were adopted.

28

1 to provide safe and adequate electric service, that **PLAINTIFF** would suffer loss of lucrative
2 business opportunities.

3 146. It was also foreseeable that if **DEFENDANTS** failed to maintain vegetation in
4 proximity to their electrical supply and transmission lines and associated equipment that
5 **PLAINTIFF** would suffer loss of lucrative business opportunities.

6 147. The above-alleged conduct by **DEFENDANTS** constitutes wrongful conduct
7 separate and apart from their interference with **PLAINTIFF**'s prospective economic advantage.

8 148. As a proximate result of the conduct of **DEFENDANTS** and their negligent
9 interference with **PLAINTIFF**'s prospective economic advantage, **PLAINTIFF** has sustained and
10 will sustain damages in the future in an amount according to proof at trial.

11 **COUNT EIGHT – VIOLATION OF PUBLIC UTILITIES CODE § 2106**
12 **(Against PACIFIC GAS & ELECTRIC COMPANY and DOES 1 through 100)**

13 149. **PLAINTIFF** incorporates by reference all other paragraphs of this Complaint as
14 if fully set forth herein.

15 150. As Public Utilities, **DEFENDANTS** are legally required to comply with the rules
16 and orders promulgated by the California Public Utilities Commission pursuant to Public Utilities
17 Code § 702.

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

22 152. As Public Utilities, **DEFENDANTS** are required to provide and maintain service,
23 equipment, and facilities in a manner adequate to maintain the safety, health, and convenience of
24 their customers and the public, pursuant to Public Utilities Code § 451.

25 153. **DEFENDANTS** are required to design, engineer, construct, operate, and maintain
26 electrical supply and transmission lines and associated equipment in a manner consistent with their
27 use, taking into consideration local conditions and other circumstances, so as to provide safe and
28

1 adequate electric service, pursuant to Public Utilities Commission General Order 95, Rule 33.1,
2 and General Order 165.

3 154. **DEFENDANTS** are required to maintain vegetation in compliance with California
4 Public Resources Code §§ 4293, 4294, 4435 and Health & Safety Code § 13001.

5 155. Through their conduct alleged herein, **DEFENDANTS** violated Public Utilities
6 Code §§ 702, 451, and/or Public Utilities Commission General Order 95, thereby making them
7 liable for losses, damages, and injury sustained by **PLAINTIFF**, pursuant to Public Utilities Code
8 § 2106.

9 **COUNT NINE – VIOLATION OF HEALTH & SAFETY CODE § 13007**
10 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**
11 **1 through 100)**

11 156. **PLAINTIFF** incorporates by reference all other paragraphs of this Complaint as
12 if fully set forth herein.

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

16 158. As a legal result of **DEFENDANTS'** violation of California Health & Safety Code
17 § 13007, **PLAINTIFF** suffered recoverable damages to property under California Health & Safety
18 Code § 13007.21.

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

23 160. Further, the conduct alleged against **DEFENDANTS** in this Complaint was
24 despicable and subjected **PLAINTIFF** to cruel and unjust hardship in conscious disregard of their
25 rights, constituting oppression, for which **DEFENDANTS** must be punished by punitive and
26 exemplary damages in an amount according to proof. **DEFENDANTS'** conduct was carried on
27 with willful and conscious disregard of the rights and safety of **PLAINTIFF**, constituting malice,
28 for which **DEFENDANTS** must be punished by punitive and exemplary damages according to

1 proof. An officer, director, or managing agent of **PG&E** personally committed, authorized, and/or
2 ratified the despicable and wrongful conduct alleged in this Complaint.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, **PLAINTIFF** prays for judgment against Defendants **PG&E**
5 **CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 100,**
6 each of them, as follows:

7 **For Negligence, Trespass, Public Nuisance, Private Nuisance, Negligence Per Se, Negligent**
8 **Interference with Prospective Economic Advantage, Violation of Public Utilities Code § 2106**
9 **and Violation of Health & Safety Code § 13007**

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

27 ///

28 ///

1 **For Inverse Condemnation**

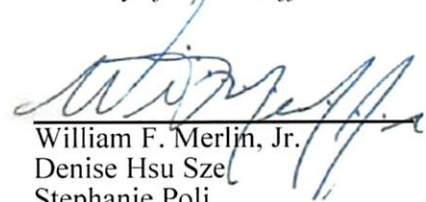
- 2 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal
3 and/or real property;
- 4 2. Loss of the use, benefit, goodwill, and enjoyment of **PLAINTIFF**'s real and/or
5 personal property;
- 6 3. Loss of wages, earning capacity, and/or business profits or proceeds, and/or any
7 related displacement expenses;
- 8 4. All costs of suit, including attorney's fees where appropriate, appraisal fees,
9 engineering fees, and related costs;
- 10 5. Prejudgment interest according to proof; and
- 11 6. For such other and further relief as the Court shall deem proper, all according to proof.

12
13 Dated: November 22, 2017

Respectfully submitted,

14 

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County of San Francisco
Civil/Small Claims

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CASE NUMBER: CGC-17-562648

PERLISS ESTATE VINEYARDS, LLC VS. PG&E C
ORPORATION ET AL

CIVIL COMPLAINT/PETITION/OTHER FIRST PAP
ER

FILED BY

COURT APPEARANCE SCHEDULED FOR
WEDNESDAY, APR 25, 2018 AT 10:30 AM
IN COURTROOM 610,
CIVIC CENTER COURTHOUSE

FEE: \$1,450.00 PAID BY CHECK

THANK YOU