

DELAY REDUCTION CASE

ENDORSED

NOV 14 2017

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TIME: 8:30am
PLACE: Courtroom F
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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF NAPA**

18 ELLEN AMADOR, an individual, and
19 CYNTHIA AMADOR, an individual;

20 **Plaintiffs,**

21 v.

22 **PACIFIC GAS & ELECTRIC COMPANY, a**
23 **California corporation; and PG&E**
24 **CORPORATION, a California corporation; and**
DOES 1 through 20, inclusive;

25 **Defendants.**

Case No. 17CV001292

COMPLAINT FOR:

1. NEGLIGENCE
2. INVERSE CONDEMNATION
3. PUBLIC NUISANCE
4. PRIVATE NUISANCE
5. PREMISES LIABILITY
6. TRESPASS
7. VIOLATION OF PUBLIC UTILITIES CODE § 2106
8. VIOLATION OF HEALTH & SAFETY CODE § 13007

JURY TRIAL DEMANDED

28 **COMPLAINT**

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1 **PLAINTIFFS, ELLEN AMADOR and CYNTHIA AMADOR** bring this action for
2 damages against Defendants **PG&E CORPORATION, PACIFIC GAS & ELECTRIC**
3 **COMPANY, and DOES 1 through 20** (collectively, “**DEFENDANTS**”) as follows:

4 **I. INTRODUCTION**

5 1. This case arises from **PG&E CORPORATION** and/or **PACIFIC GAS &**
6 **ELECTRIC COMPANY’s** (collectively, “**PG&E**”) longstanding corporate culture of favoring
7 profits over public safety. **PG&E’s** ongoing failure to comply with its safety obligations,
8 address its aging infrastructure, and protect the public caused and/or contributed to causing some
9 of the most destructive and deadly wildfires California has ever seen (collectively, “North Bay
10 Fires”), including the Atlas Fire.

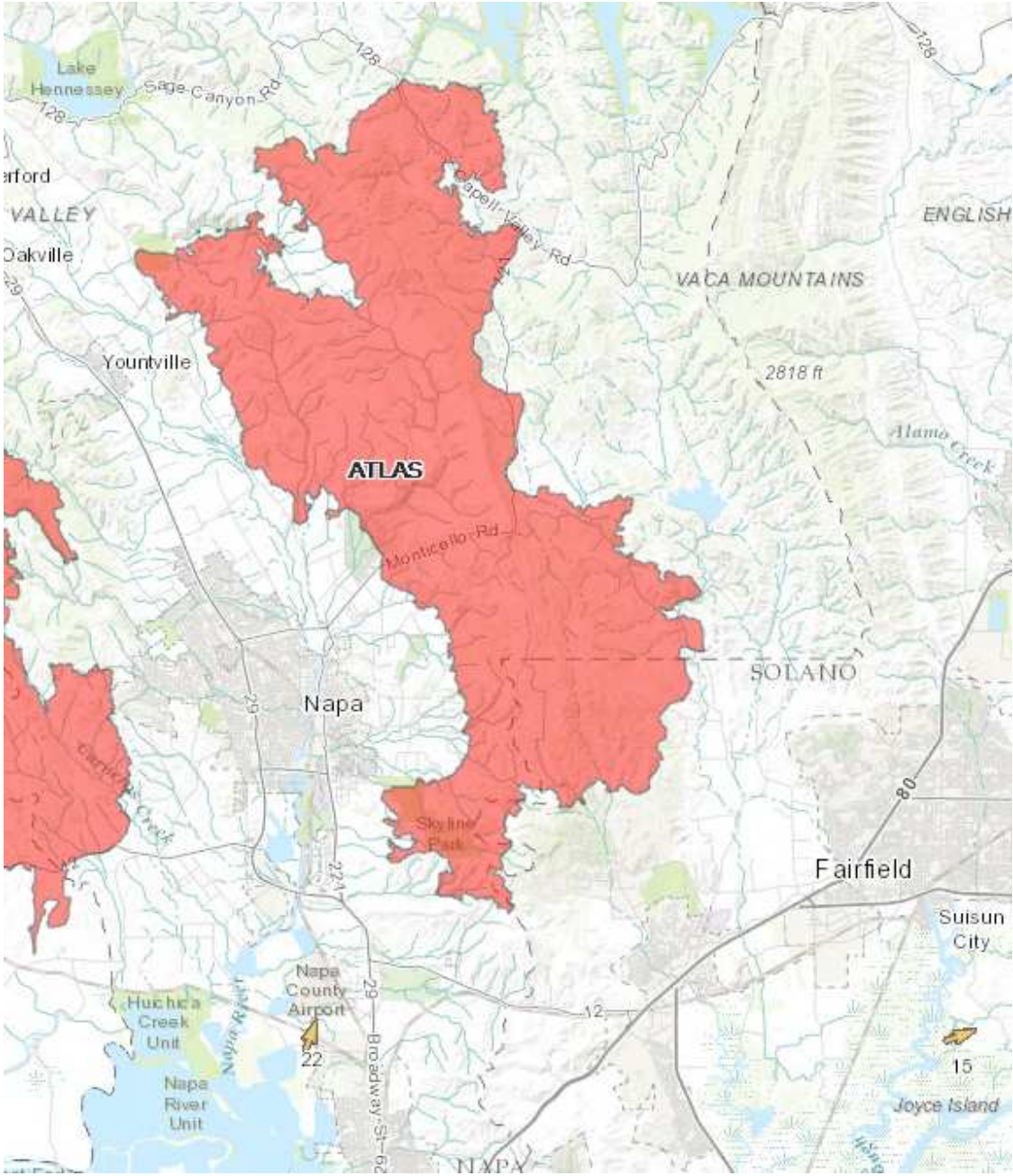
11 2. On the night of Sunday, October 8, 2017, the North Bay Fires started when power
12 lines, transformers, conductors, poles, insulators, reclosers, and/or other electrical equipment
13 constructed, owned, operated, managed, and/or maintained by **PG&E** fell down, broke, failed,
14 sparked, exploded, and/or came into contact with vegetation, all from **PG&E’s** disregard of
15 mandated safety practices and foreseeable hazardous risks associated with aging infrastructure.



26 **Example of Damage from the Atlas Fire, one of the North Bay Fires¹**

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28 ¹ <http://www.mercurynews.com/2017/10/10/a-small-miracle-in-the-midst-of-the-napa-fires-destruction/>.

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Scope of the Atlas Fire²

3. Over the following days, the North Bay Fires spread rapidly and caused extensive damage throughout Northern California, including populated neighborhoods and sprawling

² <http://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=58dc77306bf448c6ac5f756af51f3ae5>.

1 vineyards. The North Bay Fires claimed the lives of at least 43 individuals, displaced a massive
2 number of people, burned over 200,000 acres, and destroyed thousands of homes and structures.



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15 **Flames from the Atlas Fire Engulfing Structures at the Silverado Resort and Spa in Napa³**

16 4. As set forth in more detail in the following pages, based on prior reports, audits,
17 and/or investigations, it is clear that the North Bay Fires were an inevitable byproduct of
18 **PG&E's** willful and conscious disregard of public safety. **PG&E**, although mandated to do so,
19 failed to identify, inspect, manage, and/or control vegetation growth near its power lines and/or
20 other electrical equipment. This created a foreseeable danger of trees and/or other vegetation
21 coming into contact with **PG&E's** power lines and/or other electrical equipment and causing
22 electrical problems. Further, **PG&E** failed to construct, manage, track, monitor, maintain,
23 replace, repair, and/or improve its power lines, poles, transformers, conductors, insulators,
24 reclosers, and/or other electrical equipment, despite being aware that its infrastructure was
25 unsafe, aging, and/or vulnerable to environmental conditions.

26
27 ³ [http://photos.times-standard.com/2017/10/08/north-bay-wildfires-force-evacuations-burn-](http://photos.times-standard.com/2017/10/08/north-bay-wildfires-force-evacuations-burn-homes-close-roads-in-sonoma-napa-counties/#3)
28 [homes-close-roads-in-sonoma-napa-counties/#3.](http://photos.times-standard.com/2017/10/08/north-bay-wildfires-force-evacuations-burn-homes-close-roads-in-sonoma-napa-counties/#3)



Electrical Equipment in the Atlas Fire⁴

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

- a. In 1994, **PG&E**'s failure to trim trees near its power lines caused the devastating "Trauner Fire" in Nevada County, California. In 1997, a jury found **PG&E** liable for 739 counts of criminal negligence for causing this fire. Subsequent to the trial, a report authored by the California Public Utilities Commission ("CPUC") revealed that from 1987 through 1994, **PG&E** diverted \$495 million from its budgets for maintaining its systems, and instead, used this money to boost corporate profits.
- b. In 2003, **PG&E**'s apparent inability to learn from its past mistakes caused a fire at its Mission District Substation in San Francisco. In 2004, the CPUC investigated the fire and concluded that "it finds it quite troubling that PG&E did not implement its own

⁴ <http://www.mercurynews.com/2017/10/10/wine-country-fires-uncertainty-remains-for-many-wineries-on-day-2/>.

1 recommendations” after a previous fire at the same substation to prevent the 2003
2 fire.⁵

3 c. In 2008, **PG&E**’s inadequate repair job and infrastructure caused a deadly explosion
4 in Rancho Cordova, California. In 2010, the CPUC fined **PG&E** \$38 million since
5 **PG&E** caused and failed to prevent the explosion.

6 d. In 2010, **PG&E**’s aging infrastructure caused the deadly gas explosion in San Bruno,
7 California. As a result, the CPUC slapped **PG&E** with a \$1.6 billion fine, and
8 **PG&E** was later found guilty of six felony charges.

9 e. In 2011, **PG&E** caused an explosion in Cupertino because it failed to replace a
10 plastic pipe that it knew was unsafe since at least 2002. **PG&E** ignored warnings
11 about the dangerous nature of the pipe, and instead chose to do nothing.

12 f. In 2014, **PG&E**’s inadequate recordkeeping and disregard for public safety caused an
13 explosion in Carmel. As a result, **PG&E** was required to pay over \$36 million in
14 fines.

15 g. Since 2014, **PG&E** has been fined \$9.65 million by the CPUC for incidents solely
16 related to their electrical distribution systems.⁶

17 h. In 2015, **PG&E** was once again responsible for causing a massive wildfire called the
18 “Butte Fire” due its inadequate and unlawful vegetation management practices and
19 disregard for public safety. After the fire, in 2017, the CPUC fined **PG&E** a total of
20 \$8.3 million for violating multiple safety laws.

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

24 **II. JURISDICTION AND VENUE**

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28 ⁵ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF>.

⁶ <http://www.cpuc.ca.gov/General.aspx?id=1965>.

1 6. This Court has subject matter jurisdiction over this matter pursuant to Code of
2 Civil Procedure section 395 because, at all times relevant, the events which combined to produce
3 the damages sustained by Plaintiffs occurred in the County of Napa, State of California.

4 7. Venue is proper in the County of Napa because a substantial part of the events,
5 acts, omissions, and/or transactions complained of herein occurred in Napa County, State of
6 California. The amount in controversy exceeds the jurisdictional minimum of this Court.

7 **III. THE PARTIES**

8 **A. PLAINTIFFS**

9 8. Plaintiffs, **ELLEN AMADOR** and **CYNTHIA AMADOR** are individuals who
10 are now and at all times relevant herein were, residents, occupants, and/or property owners in
11 the County of Napa California. At the time of the subject fire, Plaintiffs resided at 1825
12 Hardman Avenue, Napa, California. All of Plaintiffs' damages alleged herein occurred in Napa
13 County, California, and arose from the Atlas Fire, as set forth in more detail below.

14 **B. DEFENDANTS**

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

24 10. **PLAINTIFFS** allege that **PG&E CORPORATION** and **PACIFIC GAS &**
25 **ELECTRIC COMPANY** are jointly and severally liable for each other's wrongful acts and/or
26 omissions as hereafter alleged, in that:

27 a. **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY** operate
28 as a single business enterprise operating out of the same building located at 77 Beale

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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;

c. **PACIFIC GAS & ELECTRIC COMPANY** is so organized and controlled, and its decisions, affairs and business so conducted as to make it a mere instrumentality, agent, conduit and/or adjunct of **PG&E CORPORATION;**

d. **PACIFIC GAS & ELECTRIC COMPANY's** income contribution results from its function, integration, centralization of management and economies of scale with **PG&E CORPORATION;**

e. **PACIFIC GAS & ELECTRIC COMPANY's** and **PG&E CORPORATION's** officers and management are intertwined and do not act completely independent of one another;

f. **PACIFIC GAS & ELECTRIC COMPANY's** and **PG&E CORPORATION's** officers and managers act in the interest of **PG&E CORPORATION** as a single enterprise;

g. **PG&E CORPORATION** has control and authority to choose and appoint **PACIFIC GAS & ELECTRIC COMPANY's** board members as well as its other top officers and managers;

h. Despite both being Electric Companies and Public Utilities, **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** do not compete with one another, but have been structured, organized, and businesses effectuated so as to create a synergistic, integrated single enterprise where various components operate in concert one with another;

i. **PG&E CORPORATION** maintains unified administrative control over **PACIFIC GAS & ELECTRIC COMPANY;**

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- j. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** are insured by the same carriers and provide uniform or similar pension, health, life and disability insurance plans for employees;
- k. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** have unified 401(k) Plans, pensions and investment plans, bonus programs, vacation policies and paid time off from work schedules and policies;
- 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;

1 s. **PG&E CORPORATION** files consolidated earnings statements factoring all
2 revenue and losses from **PACIFIC GAS & ELECTRIC COMPANY** as well as
3 consolidated tax returns, including those seeking tax relief; and/or, without limitation;
4 and

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

9 **C. DOE DEFENDANTS**

10 11. The true names and capacities, whether individual, corporate, associate, or
11 otherwise of the Defendants **DOES 1 through 20**, inclusive, are unknown to **PLAINTIFFS** who
12 therefore sue said Defendants by such fictitious names pursuant to Code of Civil Procedure
13 section 474. **PLAINTIFFS** further allege that each of said fictitious Defendants is in some
14 manner responsible for the acts and occurrences hereinafter set forth. **PLAINTIFFS** will amend
15 this Complaint to show their true names and capacities when the same are ascertained, as well as
16 the manner in which each fictitious Defendant is responsible.

17 **D. AGENCY & CONCERT OF ACTION**

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

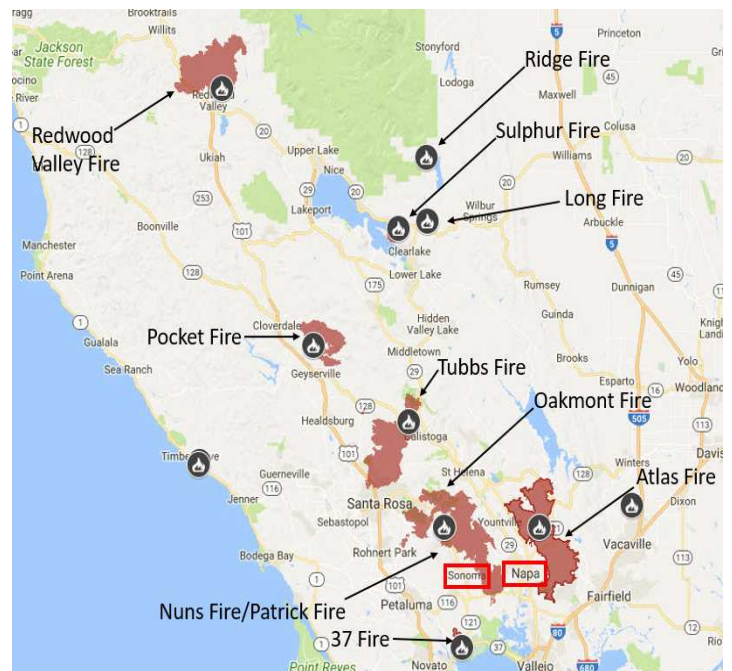
1 his/her/its primary wrongdoing and realized that his/her/its conduct would substantially assist the
2 accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

3 **IV. STATEMENT OF FACTS**

4 **A. THE NORTH BAY FIRES**

5 13. As families were settling in for the night on Sunday, October 8, 2017, tragedy
6 struck communities across Northern California. That evening, several fires began raging in and
7 around multiple counties in the Northern Bay Area, including the Atlas Fire in Napa and Solano
8 Counties. These fires quickly ripped through neighborhoods, destroying everything in their path,
9 including residences, structures, businesses, trees, and vegetation.

10 14. The North Bay Fires are some of the most destructive fires in California's history.
11 In just a week, the Fires caused the
12 deaths of at least 43 people, displaced
13 about 100,000 people who were
14 forced to leave their homes and search
15 for safety, burned over 200,000 acres,
16 and destroyed at least 8,000 homes
17 and buildings. In particular, the Atlas
18 Fire caused the death of several
19 individuals, injured many others,
20 burned more than 51,000 acres,
21 destroyed more than 480 structures,
22 and damaged at least another 90
23 structures.



24 15. On the evening of Sunday, October 8, 2017, emergency responders began
25 receiving dozens of calls regarding fires and other hazards in and around Northern California.
26 Plaintiffs are informed that the Atlas Fire was fire reported at approximately 9:52 p.m. and was
27 caused by electrical issues arising from power lines and/or other equipment owned and/or
28 operated by **PG&E** and used to transmit electricity to the public.

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

24 17. **PG&E** responded to the North Bay Fires by acknowledging that there were
25 problems with its electrical equipment on the night of Sunday, October 8, 2017. However,
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1 **PG&E** blamed its failing electrical equipment on winds combined with “millions of trees
2 weakened by years of drought and recent renewed vegetation growth from winter storms.”⁷

3 18. 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
5 result in death and injury to members of the public and could result in the destruction of
6 structures and property. Despite such knowledge, **PG&E** chose to accept vegetation
7 management that would result in 17 tree related outages for each 1,000 miles of line, despite
8 knowing that such outages could result in wildfires that would kill people, injure people, burn
9 homes, and destroy property. **PG&E** chose to accept that nearly 0.02 percent of the trees along
10 its lines or nearly 20 in 1,000 trees would come into contact with or could fall into its lines and
11 cause a fire. **PG&E** consciously chose to accept that risk without providing any warning to the
12 public. **PG&E** has specifically acknowledged and at all times relevant to this action knew that if
13 it spent more money on its vegetation management program it could reduce the risk of wildfire.
14 **PG&E** cited its limited resources as the reason it chose to put the public in danger, while at the
15 same time it was making approximately \$1,400,000,000 in profits each year. Therefore, **PG&E**
16 made a conscious decision to put profits over the safety of the public. **PG&E**’s choice resulted
17 numerous deaths, injuries, and damage to structures and property, just as **PG&E** knew it could,
18 when it made the choice.

19 **B. THE DEADLY AND DESTRUCTIVE ATLAS FIRE**

20 19. CalFire reported that the origin of the Atlas Fire was on or around Atlas Peak
21 Road, south of Lake Berryessa. CalFire also reported that the Atlas Fire started at or around 9:52
22 p.m. on Sunday, October 8, 2017.⁸

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28 ⁷ <http://www.pgecurrents.com/2017/10/11/pge-statement-on-north-bay-wildfires/>.

⁸ http://www.fire.ca.gov/current_incidents/incidentdetails/Index/1866.

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ATLAS FIRE (SOUTHERN LNU COMPLEX)

Atlas Fire (Southern LNU Complex) Incident Information:		
Last Updated:	October 31, 2017 3:30 pm	FINAL
Date/Time Started:	October 08, 2017 9:52 pm	
Administrative Unit:	CAL FIRE Sonoma-Lake-Napa Unit	
County:	Napa County, Solano County	
Location:	Off of Atlas Peak Rd, south of Lake Berryessa	
Acres Burned - Containment:	51,624 acres - 100% contained	
Structures Destroyed:	90 damaged, 481 destroyed	
Cause:	Under Investigation	
Cooperating Agencies:	CHP, Napa County OES, Sonoma County OES, Solano County OES, California State Parks, PG&E and CDCR.	
Long/Lat:	-122.24367/38.39206	
Conditions:	Crews continue to mop-up and do tactical patrol throughout the fire area with unit resources assigned.	
Phone Numbers	(707) 266-6152 (Media Line)	
Phone Numbers	(707) 967-4207 (Information Line)	

C. PG&E WAS AWARE OF FORESEEABLE WEATHER CONDITIONS AND EFFECTS OF THOSE CONDITIONS ON AGING INFRASTRUCTURE

20. Northern California did not experience uncommon weather patterns the night the North Bay Fires began. A review of readings at weather stations in the areas impacted by the Fires shows that winds were at standard levels when PG&E's electrical equipment began to fail. For example, Plaintiffs are informed that a weather station east of the City of Napa on Atlas

1 Peak, approximately where the Atlas Fire started, registered wind gusts at 9:29 p.m. peaking at
2 32 mph. An hour later, there were wind gusts of 30 mph. Both speeds were substantially under
3 the speed that power lines must be able to withstand winds under state law: approximately 92
4 mph. Further, these wind speeds were surpassed in other recent storms in the area on a number
5 of occasions.

6 21. According to **PG&E's** 2014 Annual Electric Distribution Reliability Report, sent
7 to the CPUC on February 27, 2015, weather conditions have accounted for many of the top ten
8 **PG&E** electrical outages each year since at least 2004, putting the utility on notice that these
9 weather conditions occur and that they can cause electrical problems. For example, the number
10 one of the "ten largest" outage events in 2005 and 2009 for **PG&E** occurred in Solano County in
11 areas near the Atlas Fire, and winds were documented at much higher levels than those of
12 October 8, 2017:

13 No. 1 in 2005: "A series of strong storms struck the service area (these
14 storms were preceded by several wet events that affected the North Bay
15 and North Coast) . . . The Dec 31 event affected the entire service area.
16 Wind gusts above 50 mph were recorded in all areas except the Southern
17 San Joaquin Valley; 59 mph at Red Bluff, 58 mph at Arcata, 51 mph at
18 Santa Rosa; 53 mph at Sonoma; **59 mph at Rio vista**. . ."

17 No. 1 in 2009: "A strong early season storm affected the entire service
18 area with many stations reporting wind gusts over 50 mph (57 mph at Ft.
19 Funston (SF), **56 mph at Fairfield**, 55 mph at Oroville, 51 mph at
20 Monterey). Single day rainfall totals ranged between two and five inches
21 at many locations (4.54 in. at Watsonville, 4.27 in. at Fairfield, and 3.66
22 in. at Napa). National Weather Service records indicate this storm was the
23 strongest October rain and wind event since 1962."⁹

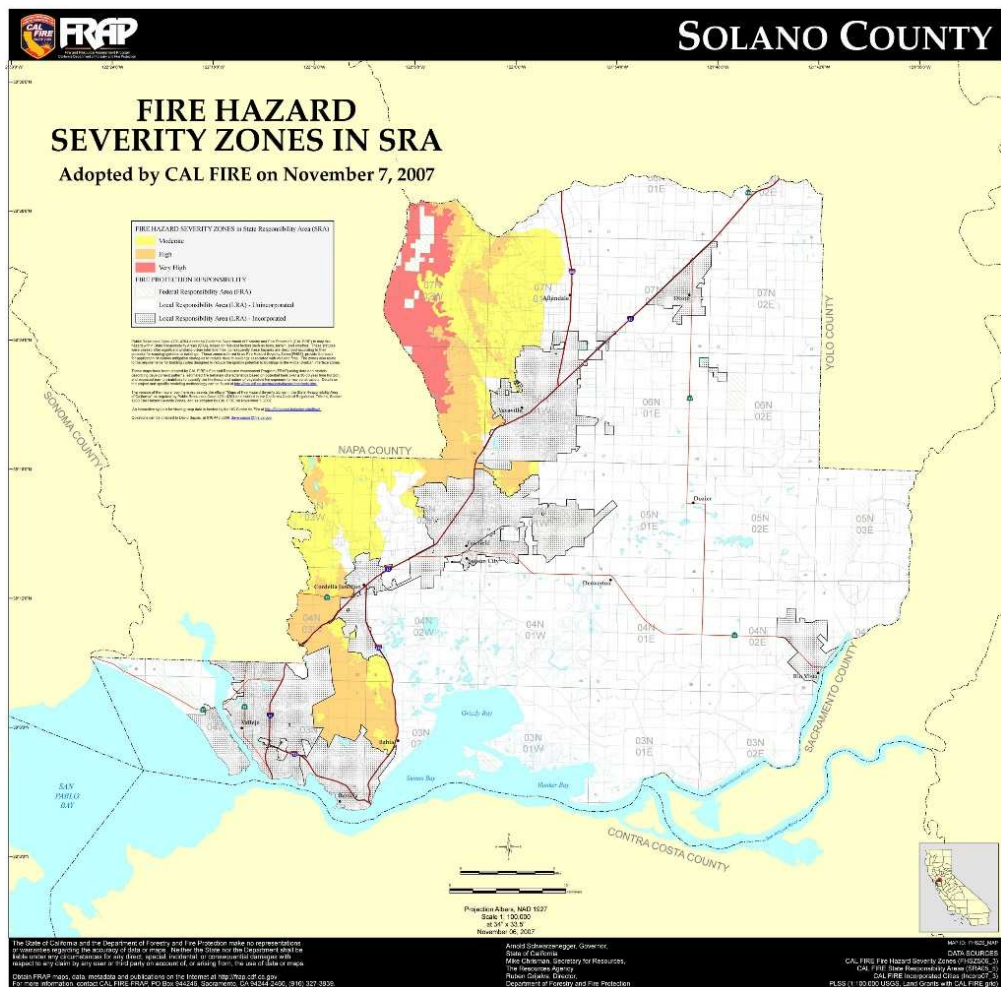
22 22. Earlier, in October of 2004, **PG&E's** largest outage of the year affected 522,213
23 customers, and involved "[T]wo storms (Oct 17 and 19) moved through the service area. Wind
24 gusts were generally between 24-50 mph (51 mph at Redding, 40 mph at Red Bluff, 37 mph at
25 Napa) on Oct 17, and 35-60 mph on Oct 19 (51 mph Redding, 47 mph at Red Bluff, 51 mph at
26 Marysville, 49 mph at San Francisco Airport, 55 mph at Bellota, 57 mph at San Luis Obispo)."¹⁰

27 ⁹ [https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/
28 AnnualElectricDistributionReliabilityReport.pdf.](https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/AnnualElectricDistributionReliabilityReport.pdf)

¹⁰ *Id.*

1 Therefore, **PG&E** had notice of the type of winds that occurred on October 8, 2017, the night the
2 North Bay Fires began.

3 23. Further, according to records maintained by CalFire, approximately 49 fires in
4 Napa and Solano Counties were caused by electrical equipment from 2011 through 2015.¹¹ In
5 2015, the last year of reported data, electrical power problems sparked the burning of 149,241
6 acres across California – more than twice the amount from any other cause.¹²

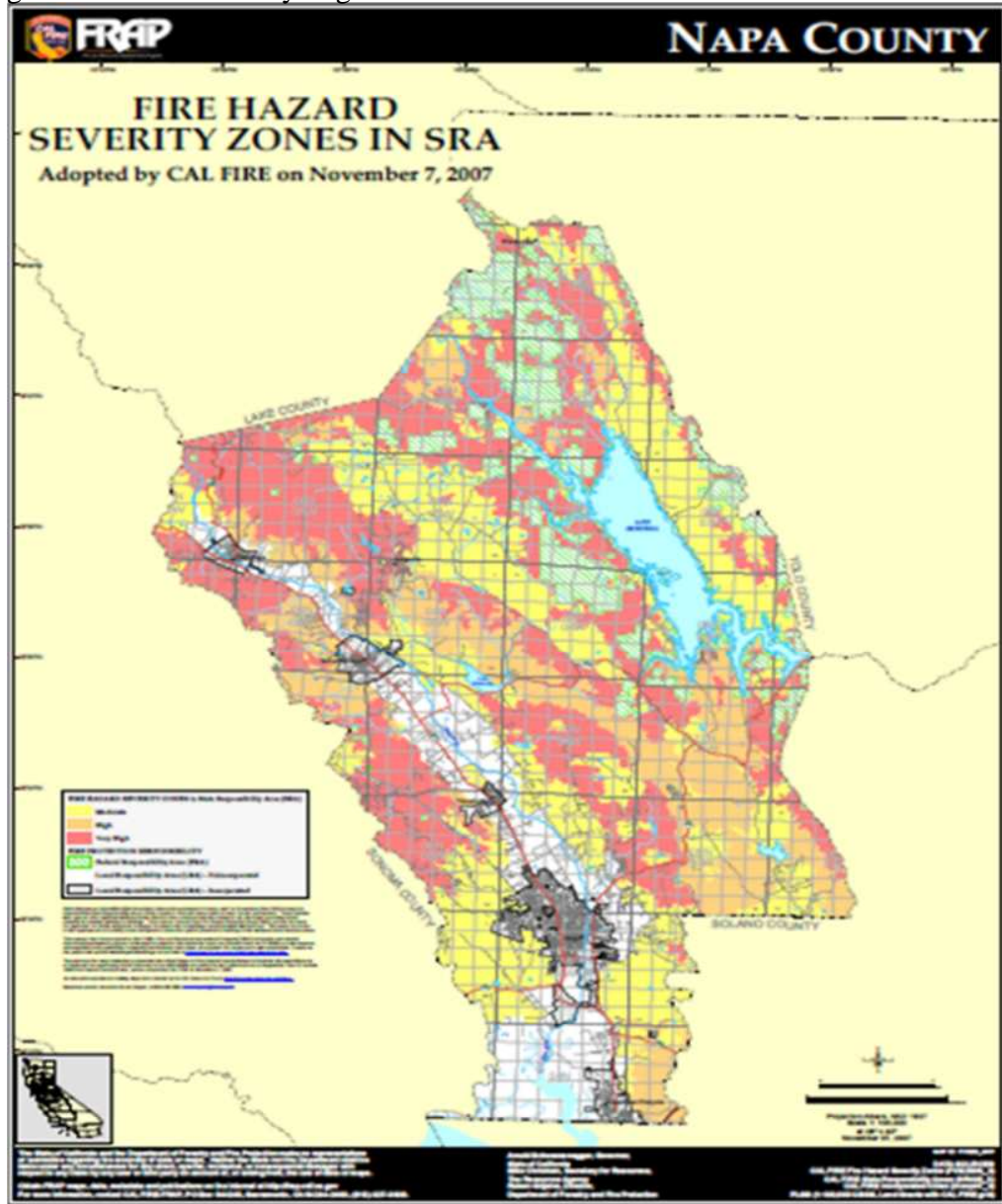


24. In 2007, CalFire adopted maps depicting the Fire Hazard Severity Zones
25 (“FHSZ”) in State Responsibility Areas, including Napa and Solano County. The FHSZ map for
26 Napa and Solano County shows that most of the areas burned by the Atlas Fire were designated

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>.

1 as posing a “Medium” to “Very High” fire hazard.¹³



22 25. **PG&E** had a duty to construct, maintain, inspect and repair its lines consistent
23 with their location in areas that were denominated as High and/or Very High Fire Hazard
24 Severity Zones. **PG&E** failed to comply with this duty.

25 **D. PG&E KNEW ITS INFRASTRUCTURE WAS AGING**
26 **AND LESS RELIABLE TO PREVENT FIRES**

28 ¹³ http://www.fire.ca.gov/fire_prevention/fhsz_maps_napa.

1 that time, the downed line is a hazard, and according to the 2013 Liberty Report, this hazard has
2 “contributed to a number of fatalities and injuries.”

3 iii. The CPUC Announced that Aging Power Poles Are
4 Causing Significant Safety Hazards That Must Be
5 Addressed

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

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

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

24 Communication and other wires are not infrequently found hanging onto
25 roads or yards. Poles with excessive and/or unauthorized attachments can
26 put utility workers at risk. Facilities deployed in the field may differ from
27 what appears on paper or in a utility’s database.¹⁵

28 30. In the June 29, 2017 CPUC press release for the Order, the CPUC President
Michael Picker stated, “Plain old wooden poles, along with their cousins, the underground
conduits, are work horses, carrying most of our power and telecommunications. They sometimes
get crowded and fail, causing outages and fires because of all the equipment crammed onto
them.” Further, “[n]ot knowing where all the poles are and who owns them, how loaded they are,
how safe they are, and whether they can handle any additional infrastructure, is problematic to
both the utilities and to the CPUC. Creating a database of utility poles could help owners track

¹⁵ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M190/K872/190872933.PDF>.

1 attachments on their poles and manage necessary maintenance and rearrangements, and can help
2 the CPUC in our oversight role.”¹⁶

3 iv. PG&E Was Not Tracking the Condition of Its
4 Electrical Assets, Despite Its Aging Infrastructure

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

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

16 **E. PG&E KNEW ITS ELECTRICAL EQUIPMENT WAS UNSAFE**

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

23 34. The dangers posed by reclosers are so significant that the other two major utilities
24 in California, San Diego Gas & Electric Company and Southern California Edison, have
25 reprogramed their electrical systems during fire seasons to ensure that reclosers **do not**
26 automatically restart electrical currents after a service interruption. In contrast, **PG&E** began an
27

28 ¹⁶ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K560/191560905.PDF>.

1 experimental pilot program in 2017 in limited parts of California to reprogram its reclosures.
2 Since **PG&E** did not reprogram all of its reclosures to keep electricity turned off after a
3 disruption during fire season, the night the North Bay Fires began, some of **PG&E**'s devices
4 were programmed to try up to three times to restore power by sparking electricity.

5 35. **PG&E** knew that its reclosures posed a great risk of wildfire. At a Congressional
6 hearing in 2015, **PG&E**'s Senior Vice President of Electrical Operations, Patrick Hogan, stated
7 that **PG&E** had the ability to reprogram its reclosures during fire season to not restart power.
8 Patrick Hogan claimed that shutting down power means "you take the reliability hit, but you gain
9 the wildfire benefit."¹⁷ Plaintiffs believe that despite this knowledge and ability, **PG&E** never
10 reprogramed all of its reclosures to prevent wildfires.

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

20 **F. DESPITE THIS KNOWLEDGE, PG&E DID NOT MAINTAIN,**
21 **REPAIR, OR REPLACE ITS EQUIPMENT**

22 37. On top of having wide-scale aging infrastructure and no formal, organized system
23 to track the condition of the infrastructure, **PG&E** failed to perform the necessary maintenance
24 and inspections of its electrical equipment. A 2013 audit of **PG&E**'s North Bay Division
25 revealed that there were over 12,000 late and/or unfilled **PG&E** repair and maintenance requests
26
27

28 ¹⁷ <http://www.sfchronicle.com/bayarea/article/Power-line-restart-device-implicated-in-past-12324764.php>.

1 in the area of the Atlas Fire.¹⁸ This number is staggering in terms of safety to the people caught
2 up in the fire zones.

3 38. In a letter to **PG&E** regarding the audit, Raymond Fugere, a program and project
4 supervisor at the CPUC, outlined the violations found in its review of records between 2008 and
5 2013 and field inspections of **PG&E's** facilities. Raymond Fugere's letter stated the following:

6
7 **9,520 work orders, from January 2008 to February 12, 2013, were**
8 **completed past their scheduled date of corrective action.**
9 **Furthermore, 3,270 work orders are currently open past their**
scheduled date of corrective action.¹⁹

10 The letter concluded that these delays violated CPUC General Order No. 165, which sets forth
11 the CPUC's rules for inspections of electrical systems.

12 **G. PG&E'S "RUN TO FAILURE" APPROACH TO MAINTENANCE**

13 39. **PG&E** has a well-documented history of implementing a "run to failure"
14 approach with its aging infrastructure, whereby it ignores necessary maintenance in order to line
15 its own 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 explains
17 how PG&E systematically underfunded GT&S integrity management and
18 maintenance operations for the years 2008 through 2010. **PG&E engaged**
19 **in a "run to failure" strategy whereby it deferred needed maintenance**
20 **projects** and changed the assessment method for several pipelines from
ILI to the less informative ECDA approach - **all to increase its profits**
even further beyond its already generous authorized rate of return,
which averaged 11.2% between 1996 and 2010.

21 Given PG&E's excessive profits over the period of the Overland Audit,
22 there is no reason to believe that Overland's example regarding GT&S
23 operations between 2008 and 2010 was unique. The IRP Report
24 supplements the Overland Audit findings with additional examples of
25 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

27 ¹⁸ [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/
28 Electric_Safety_and_Reliability/Reports_and_Audits/Electric_Facilities/EA2013-003.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_Safety_and_Reliability/Reports_and_Audits/Electric_Facilities/EA2013-003.pdf).

¹⁹ *Id.*

1 **maintenance, regardless of the long term “run to failure” impacts.**
2 **And PG&E has offered no evidence to the contrary.**²⁰

3 **H. PG&E’S LONG HISTORY OF SAFETY VIOLATIONS**

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

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

16 i. The 1994 Trauner Fire

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

22 43. Investigators determined that the Trauner Fire began when a 21,000-volt power
23 line brushed against a tree limb that **PG&E** was supposed to keep trimmed. Through random
24 spot inspections, the investigators found several hundred safety violations in the area near the
25 Trauner Fire. Approximately 200 of these violations involved contact between vegetation and
26

27 _____
28 ²⁰ ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf.

1 one of **PG&E's** power lines. As a result, on or around June 19, 1997, **PG&E** was convicted of
2 739 counts of criminal negligence and required to pay \$24 million in penalties.

3 44. Subsequent to the trial, a 1998 CPUC report revealed that **PG&E** diverted \$77.6
4 million from its tree-trimming budget to other uses from 1987 to 1994. During that same time,
5 **PG&E** under spent its authorized budgets for maintaining its systems by \$495 million and
6 instead, used this money to boost corporate profits. Despite this public outing, **PG&E** continued
7 its corporate culture of putting profits before safety.

8
9
10 ii. The 2003 Mission District Substation Fire

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

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

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

²¹ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF>.

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

4 iii. The 2008 Rancho Cordova Explosion

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

8 48. A National Transportation Safety Board (“NTSB”) investigation revealed that the
9 leak was caused by **PG&E’s** incorrect repairs in 2006, at which time **PG&E** installed a piece of
10 pipe to patch up an earlier leak. The investigative report for the incident concluded that the walls
11 of the new pipe were too thin, allowing gas to leak from the pipe, and that **PG&E** failed to
12 timely send properly trained personnel to check out the leak, even though **PG&E** had been told
13 several months earlier that its emergency plans fell below required standards. Specifically, the
14 report noted the following:

15 Contributing to the accident was the 2-hour 47-minute delay in the arrival
16 at the job site of a Pacific Gas and Electric Company crew that was
17 properly trained and equipped to identify and classify outdoor leaks and to
begin response activities to ensure the safety of the residents and public.²²

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

22 iv. The 2010 San Bruno Explosion

23 50. On September 9, 2010, **PG&E’s** continued disregard of public safety caused the
24 death of eight people, injured 58 people, and destroyed an entire neighborhood in San Bruno,
25 California when one of its gas pipelines exploded and burst into flames. Subsequent to the
26 explosion, the NTSB issued a report that blamed the disaster on **PG&E’s** poor management of
27

28 ²² http://docs.cpuc.ca.gov/published/Final_decision/146914-03.htm.

1 its pipeline. In January 2011, federal investigators reported that the probable cause of the
2 accident was: (i) **PG&E's** inadequate quality assurance and quality control during its Line 132
3 pipeline relocation project, which allowed the installation of a substandard and poorly-welded
4 pipe section; and (ii) **PG&E's** inadequate pipeline integrity management program, which failed
5 to detect and remove the defective pipe section.

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

11 52. Also, due to **PG&E's** corporate culture which repeatedly placed profits over
12 safety, the **CPUC** launched an investigation into the manner by which **PG&E** officers, directors,
13 and/or managing agents establish safety policies and practices to prevent catastrophic events. At
14 the beginning of the investigation, the CPUC President harped on **PG&E's** ongoing safety
15 violations:

16 Despite major public attention, ongoing CPUC investigations (OII) and
17 rulemakings (OIR) into PG&E's actions and operations, including the
18 investigations we voted on today, federal grand jury, and California
19 Department of Justice investigation, continued safety lapses at PG&E
20 continue to occur.²³

21 v. The 2011 Cupertino Explosion

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

25 54. Prior to the explosion, the manufacture of Aldyl-A and the NTSB had both issued
26 warnings about this type of plastic pipe that was prone to premature brittleness, cracking, and
27 failure dating back to at least 2002. Despite these warnings and **PG&E's** knowledge of this risk,

28 ²³ [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/
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 **PG&E** did nothing to prevent the explosion. Although some utilities around the United States
2 have been replacing Aldyl-A pipes, **PG&E** did not have a replacement program to phase them
3 out and adequately protect the public.

4 vi. The 2014 Carmel Explosion

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

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

14 vii. The 2015 Butte Fire

15 57. Tragedy struck yet again in September 2015, when **PG&E**'s inadequate and
16 ineffective vegetation management programs resulted in the "Butte Fire" in the Sierra foothills.
17 The Butte Fire burned for 22 days across Amador and Calaveras Counties, killed two people,
18 destroyed 921 homes and/or structures, and charred over 70,000 acres.

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

26 59. **PG&E** made several decisions leading up to the Butte Fire that illustrate its
27 conscious disregard of public safety. First, **PG&E**'s Risk & Compliance Management
28 Committee chose to not confirm their assumption that properly qualified and trained inspectors

1 were being used by its contractors to identify hazard trees. Similarly, **PG&E** chose not to verify
2 that its quality assurance audits were properly conducted. Moreover, **PG&E** Vegetation
3 Management managers directed its contractor to hire inspectors that they knew did not meet the
4 minimum qualifications required by **PG&E's** own specifications. Furthermore, **PG&E**
5 managing agents chose to not train inspectors on **PG&E's** hazardous tree rating system
6 (“HTRS”), verify that its contractor trained inspectors on the HTRS, or require inspectors to use
7 **PG&E's** HTRS. Finally, **PG&E** conducts annual quality assurance audits that identify a select
8 number of hazardous trees from a small sample, but chose to not look for additional dangerous
9 trees despite knowing that its statistical sample warned of the likelihood that thousands more
10 hazardous trees existed in the larger population.

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

17 **I. THE CORPORATE CULTURE AT PG&E THAT PUTS PROFITS**
18 **BEFORE SAFETY**

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

24 62. For example, According to documents released by The Utility Reform Network
25 (“TURN”), **PG&E** supposedly planned to replace a segment of the San Bruno pipeline in 2007
26 that it identified as one of the riskiest pipelines in **PG&E's** system. **PG&E** collected \$5 million
27 from its customers to complete the project by 2009, but instead deferred the project until it was
28

1 too late and repurposed the money to other priorities. That same year, **PG&E** spent nearly \$5
2 million on bonuses for six of its top executives.

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

17 **J. PG&E IS REQUIRED TO SAFELY DESIGN, OPERATE, AND**
18 **MAINTAIN ITS ELECTRICAL SYSTEMS AND THE SURROUNDING**
19 **VEGETATION**

20 64. At all times prior to October 8, 2017, **PG&E** had a duty to properly construct,
21 inspect, repair, maintain, manage and/or operate its power lines and/or other electrical equipment
22 and to keep vegetation properly trimmed and maintained so as to prevent foreseeable contact
23 with such electrical equipment. In the construction, inspection, repair, maintenance,
24 management, ownership, and/or operation of its power lines and other electrical equipment,
25 **PG&E** had an obligation to comply with a number of statutes, regulations, and standards,
26 including the following.

27
28 ²⁴ <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>.

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

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

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

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

25 69. **PG&E** knew or should have known that such standards and regulations were
26 minimum standards and that **PG&E** has a duty to identify vegetation which posed a foreseeable
27 hazard to power lines and/or other electrical equipment, and manage the growth of vegetation
28 near its power lines and equipment so as to prevent the foreseeable danger of contact between

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

8 70. Finally, in June of 2014, the CPUC directed **PG&E**, by way of Resolution ESRB-
9 4, to take remedial measures to reduce fires since the Governor had declared a drought in
10 January. In addition, the CPUC informed **PG&E** that it could seek recovery of incremental costs
11 associated with these remedial measures outside of the standard funding process, i.e. the CPUC
12 was agreeing to provide additional funding on top of vegetation management funding already
13 authorized in order to make sure remedial measures would not go unperformed due to lack of
14 funding. “Although the Governor issued an Executive Order in April 2017 ending the Drought
15 State of Emergency, the declaration directed state agencies ‘to continue response activities that
16 may be needed to manage the lingering drought impacts to people and wildlife.’ The California
17 Tree Mortality State of Emergency issued in October 2015 by Governor Brown regarding the
18 bark beetle infestation and resulting tree mortality remains in effect. The CPUC has not
19 rescinded ESRB-4, and work by the utilities to comply with it and the Tree Mortality Emergency
20 continues.”²⁵

21 **V. DETAILS OF PLAINTIFFS’ LOSSES**

22 71. Plaintiffs, **ELLEN AMADOR** and **CYNTHIA AMADOR** were owners and
23 residents of real and personal property located at 1825 Hardman Avenue, Napa, California.
24 Plaintiffs were present on said premises at the time of the fire and were required to and did flee
25 for their safety.

26 **VI. CAUSES OF ACTION**

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28 ²⁵ http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/PGE%20Vegetation%20Management%20Spending.pdf.

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FIRST CAUSE OF ACTION
NEGLIGENCE
(Against All Defendants)

72. **PLAINTIFFS** incorporate and re-allege each of the paragraphs set forth above as though fully set forth herein.

73. The fire herein alleged was a direct and legal result of the negligence, carelessness, recklessness, and/or unlawfulness of **DEFENDANTS**, and/or each of them. **DEFENDANTS**, and/or each of them, breached their respective duties owed individually and/or collectively to **PLAINTIFFS** by, including but not limited to: (1) failing to comply with the applicable statutory, regulatory, and/or professional standards of care; (2) failing to timely and properly maintain, manage, inspect, and/or monitor the subject power lines, electrical equipment, and/or adjacent vegetation; (3) failing to properly cut, trim, prune, and/or otherwise keep vegetation at a sufficient distance to avoid foreseeable contact with power lines; (4) failing to trim and/or prune vegetation so as to avoid creation of a safety hazard within close proximity of the subject power line; (5) failing to make the overhead lines safe under all the exigencies created by surrounding circumstances and conditions; (6) failing to conduct adequate, reasonably prompt, proper, effective, and/or frequent inspections of the electrical transmission lines, wires, and/or associated equipment; (7) failing to design, construct, monitor, and/or maintain high voltage electrical transmission, and/or distribution power lines in a manner that avoids the potential to ignite a fire during long, dry seasons by allowing vegetation to grow in an unsafe manner; (8) failing to install the equipment necessary and/or to inspect and repair the equipment installed, to prevent electrical transmission and distribution lines from improperly sagging, operating, and/or making contact with other metal wires placed on its poles and igniting fires; (9) failing to keep equipment in a safe condition and/or manage equipment to prevent fire at all times; (10) failing to de-energize power lines during fire prone conditions; (11) failing to de-energize power lines after the fire's ignition; and/or (12) failing to properly train and to supervise employees and agents responsible for maintenance and inspection of the distribution lines and/or vegetation areas nearby these lines.

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

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

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

15 77. As a further direct and legal result of **DEFENDANTS'** actions and/or omissions,
16 and/or each of them, **PLAINTIFFS** have suffered great mental pain and suffering, including
17 worry, emotional distress, humiliation, embarrassment, anguish, anxiety, and/or nervousness.
18 **PLAINTIFFS** are informed and believe and upon such information and belief allege, that such
19 injuries have resulted in debilitating injury in an amount according to proof at trial.

20 78. As a further direct and legal result of **DEFENDANTS'** actions and/or omissions,
21 and/or each of them, **PLAINTIFFS** have suffered a loss of income, loss of earning capacity, loss
22 of profits, increased expenses due to displacement, and/or other consequential economic losses in
23 an amount according to proof at trial.

24 79. Based on the foregoing, **DEFENDANTS**, and/or each of them, acted willfully,
25 wantonly, with oppression, fraud, malice, and/or with a knowing, conscious disregard for the
26 rights and/or safety of others, such the **PLAINTIFFS** request that the trier of fact, in the exercise
27 of sound discretion, award **PLAINTIFFS** additional damages for the sake of example and
28 sufficient to punish the **DEFENDANTS**, and/or each of them, for their despicable conduct, in an

1 amount reasonably related to **PLAINTIFFS'** actual damages and **DEFENDANTS'** financial
2 condition, yet sufficiently large enough to be an example to others and to deter **DEFENDANTS**
3 and others from engaging in similar conduct in the future.

4 **SECOND CAUSE OF ACTION**
5 **INVERSE CONDEMNATION**
6 **(Against All Defendants)**

7 80. **PLAINTIFFS** incorporate and re-allege each of the paragraphs set forth above as
8 though fully set forth herein.

9 81. On or about October 8, 2017, **PLAINTIFFS** were owners of real property and/or
10 personal property located within Napa and/or Solano Counties in the area of the Atlas Fire.

11 82. Prior to and on October 8, 2017, **DEFENDANTS**, and/or each of them, installed,
12 owned, operated, used, controlled, and/or maintained power lines and other electrical equipment
13 for the public delivery of electricity, including power lines in and around the location of the
14 Atlas Fire.

15 83. On October 8, 2017, as a direct, necessary, and legal result of **DEFENDANTS'**
16 installation, ownership, operation, use, control, management, and/or maintenance for a public use
17 the power lines and/or other electrical equipment, the power lines and/or other electrical
18 equipment came in contact with vegetation and/or broke, failed, fell down, sparked, and/or
19 exploded, causing a wildfire that burned thousands of acres, including property owned or
20 occupied by **PLAINTIFFS**. The fire damaged and/or destroyed **PLAINTIFFS'** real and/or
21 personal property.

22 84. The above described damage to **PLAINTIFFS'** property was legally and
23 substantially caused by the actions of **DEFENDANTS**, and/or each of them, in their installation,
24 ownership, operation, use, control, management, and/or maintenance of the power lines and
25 other electrical equipment for a public use.

26 85. **PLAINTIFFS** have not received adequate compensation for the damage to and/or
27 destruction of their property, thus constituting a taking or damaging of **PLAINTIFFS'** property
28 by **DEFENDANTS**, and/or each of them, without just compensation.

1 wrongful conduct of **DEFENDANTS**, and/or each of them, in acting in the manner set forth
2 above.

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

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

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

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

1 96. 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 97. The conduct of **DEFENDANTS**, and/or each of them, is unreasonable and the
4 seriousness of the harm to the public, including **PLAINTIFFS** herein, outweighs the social
5 utility of **DEFENDANTS'** conduct.

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

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

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

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

27 102. For these reasons, **PLAINTIFFS** seek a permanent injunction ordering that
28 **DEFENDANTS**, and each of them, stop continued violation of Public Resource Code §§ 4292

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

4 **FOURTH CAUSE OF ACTION**
5 **PRIVATE NUISANCE**
6 **(Against All Defendants)**

7 103. **PLAINTIFFS** incorporate and re-allege by this reference each of the paragraphs
8 set forth as though fully set forth herein.

9 104. **DEFENDANTS**, and/or each of them, by their acts and/or omissions set forth
10 above, directly and legally caused an obstruction to the free use of **PLAINTIFFS'** property, an
11 invasion the **PLAINTIFFS'** right to use their property, and/or an interference with the
12 enjoyment of **PLAINTIFFS'** property, resulting in **PLAINTIFFS** suffering unreasonable harm
13 and substantial actual damages constituting a nuisance pursuant to Civil Code §§ 3479 and 3481.

14 105. As a direct and legal result of the wrongful acts and/or omissions of
15 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the
16 injuries and damages as set forth above.

17 106. As a further direct and legal result of the wrongful acts and/or omissions of
18 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
19 exemplary damages against **DEFENDANTS** as set forth above.

20 **FIFTH CAUSE OF ACTION**
21 **PREMISES LIABILITY**
22 **(Against All Defendants)**

23 107. **PLAINTIFFS** incorporate and re-allege by this reference, each of the paragraphs
24 set forth as though fully set forth herein.

25 108. **DEFENDANTS**, and/or each of them, were the owners of an easement and/or
26 real property in the area of origin of the Atlas Fire and/or near Atlas Peak Road in or near Napa,
27 California, and/or were the owners of the power lines upon said easement and/or right of way.

28 109. **DEFENDANTS**, and/or each of them, acted wantonly, unlawfully, carelessly,
recklessly, and/or negligently in failing to properly inspect, manage, maintain, and/or control the

1 vegetation near its power lines along the real property and easement, allowing an unsafe
2 condition presenting a foreseeable risk of fire danger to exist on said property.

3 110. As a direct and legal result of the wrongful acts and/or omissions of
4 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the
5 injuries and damages as set forth above.

6 111. As a further direct and legal result of the wrongful acts and/or omissions of
7 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
8 exemplary damages against **DEFENDANTS** as set forth above.

9 **SIXTH CAUSE OF ACTION**
10 **TRESPASS**
11 **(Against All Defendants)**

12 112. **PLAINTIFFS** incorporate and re-allege by this reference each of the paragraphs
13 set forth as though fully set forth herein.

14 113. At all times relevant herein, **PLAINTIFFS** were the owners, tenants, and/or
15 lawful occupants of property damaged by the Atlas Fire.

16 114. **DEFENDANTS**, and/or each of them, in wrongfully acting and/or failing to act
17 in the manner set forth above, caused the Atlas Fire to ignite and/or spread out of control,
18 causing harm, damage, and/or injury to **PLAINTIFFS** herein, resulting in a trespass upon
19 **PLAINTIFFS** property interests.

20 115. **PLAINTIFFS** did not grant permission for **DEFENDANTS** to wrongfully act in
21 a manner so as to cause the Atlas Fire, and thereby produce a wildland fire which spread and
22 wrongfully entered upon their property, resulting in the harm, injury, and/or damage alleged
23 above.

24 116. As a direct and legal result of the wrongful conduct of **DEFENDANTS**, and/or
25 each of them, which led to the trespass, **PLAINTIFFS** have suffered and will continue to suffer
26 damages as set forth above, in an amount according to proof at trial.

27 117. As a further direct and legal result of the wrongful conduct of **DEFENDANTS**,
28 **PLAINTIFFS**, whose land was under cultivation, and was used for raising livestock or was

1 intended to be used for raising livestock, have hired and retained counsel to recover
2 compensation for loss and damage and are entitled to recover all attorney's fees, expert fees,
3 consultant fees, and litigation costs and expenses, as allowed under Code of Civil Procedure §
4 1021.9.

5 118. As a further direct and legal result of the conduct of **DEFENDANTS**,
6 **PLAINTIFFS** seek double and/or treble damages for negligent, willful and/or otherwise
7 wrongful injuries to timber, trees, or underwood on their property, as allowed under Civil Code §
8 3346.

9 119. As a direct and legal result of the wrongful acts and/or omissions of
10 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the
11 injuries and damages as set forth above.

12 120. As a further direct and legal result of the wrongful acts and/or omissions of
13 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
14 exemplary damages against **DEFENDANTS** as set forth above.

15 **SEVENTH CAUSE OF ACTION**
16 **VIOLATION OF PUBLIC UTILITIES CODE § 2106**
17 **(Against All Defendants)**

18 121. **PLAINTIFFS** incorporate and re-allege each of the paragraphs set forth above as
19 though fully set forth herein.

20 122. As a Public Utility, **DEFENDANTS**, and/or each of them, are legally required to
21 comply with the rules and orders promulgated by the Public Utilities Commission pursuant to
22 Public Utilities Code § 702.

23 123. Public Utilities that fail to duties required by the California Constitution, a law of
24 the State, a regulation or order of the Public Utilities Commission, which thereby leads to loss or
25 injury, is liable for that loss or injury pursuant to Public Utilities Code § 2106.

26 124. As a Public Utility, **DEFENDANTS**, and/or each of them, are required to provide
27 and maintain service, equipment and facilities in a manner adequate to maintain the safety,
28

1 health, and convenience of their customers and the public, pursuant to Public Utilities Code §
2 451.

3 125. **DEFENDANTS**, and/or each of them, are required to design, engineer, construct,
4 operate, manage, and maintain electrical supply lines in a manner consistent with their use,
5 taking into consideration local conditions and other circumstances, so as to provide safe and
6 adequate electric service, pursuant to Public Utility Commission General Orders 95 and 165, and
7 Rule 33.1.

8 126. **DEFENDANTS**, and/or each of them, are required to maintain vegetation in
9 compliance with Public Resources Code §§ 4293, 4294, and 4435, and Health & Safety Code §
10 13001.

11 127. By their conduct alleged above, **DEFENDANTS**, and/or each of them, violated
12 Public Utilities Code §§ 702 and 451 and/or Public Utilities Commission General Order 95,
13 thereby imposing liability on **DEFENDANTS** for losses, damages, and/or injury sustained by
14 **PLAINTIFFS** pursuant to Public Utilities Code § 2106.

15 128. By further reason of the premises set forth above **DEFENDANTS**, and/or each of
16 them, acted in a manner which violated the laws of this State and/or the orders or decisions of the
17 Public Utilities Commission, as referenced herein.

18 129. As a direct and legal result of the wrongful acts and/or omissions of
19 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the
20 injuries and damages as set forth above.

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

24 **EIGHTH CAUSE OF ACTION**
25 **VIOLATION OF HEALTH & SAFETY CODE § 13007**
26 **(Against All Defendants)**

27 131. **PLAINTIFFS** incorporate and re-allege each of the paragraphs set forth above as
28 though fully set forth herein.

1 132. By engaging in the acts and/or omissions alleged in this Complaint,
2 **DEFENDANTS**, and/or each of them, willfully, negligently, carelessly, recklessly, and/or in
3 violation of law, set fire to and/or allowed fire to be set to the property of another in violation of
4 Health & Safety Code § 13007.

5 133. As a direct and legal result of **DEFENDANTS'** violation of Health & Safety
6 Code § 13007, **PLAINTIFFS** suffered recoverable damages to property under Health & Safety
7 Code § 13007.21.

8 134. As a further direct and legal result of the **DEFENDANTS**, and/or each of them,
9 violating Health & Safety Code § 13007, **PLAINTIFFS** are entitled to reasonable attorney's fees
10 under Code of Civil Procedure § 1021.9.

11 135. As a direct and legal result of the wrongful acts and/or omissions of
12 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the
13 injuries and damages as set forth above.

14 136. As a further direct and legal result of the wrongful acts and/or omissions of
15 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and
16 exemplary damages against **DEFENDANTS** as set forth above.

17 WHEREFORE, **PLAINTIFFS** pray for relief as set forth below.

18 **VII. PRAYER FOR RELIEF**

19 WHEREFORE, **PLAINTIFFS, ELLEN AMADOR** and **CYNTHIA AMADOR** pray
20 for judgment against Defendants **PG&E CORPORATION, PACIFIC GAS & ELECTRIC**
21 **COMPANY**, and **DOES 1 through 20**, and each of them as follows:

22 **From All DEFENDANTS for Inverse Condemnation:**

- 23 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
24 personal and/or real property;
- 25 2. Loss of the use, benefit, goodwill, and enjoyment of **PLAINTIFFS'** real and/or
26 personal property;
- 27 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any
28 related displacement expenses;

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- 4. All costs of suit, including attorneys' fees where appropriate, appraisal fees, engineering fees, and related costs;
- 5. Prejudgment interest according to proof;
- 6. For such other and further relief as the Court shall deem proper, all according to proof.

From All DEFENDANTS for Negligence, Public Nuisance, Private Nuisance, Premises Liability, Trespass, Violation of Public Utilities Code § 2106, and Violation of Health & Safety Code § 13007:

- 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;
- 2. Loss of the use, benefit, goodwill, and enjoyment of **PLAINTIFFS'** real and/or personal property;
- 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related displacement expenses;
- 4. Past and future medical expenses and incidental expenses according to proof;
- 5. Attorney's fees, expert fees, consultant fees, and litigation costs and expense as allowed under Code of Civil Procedure § 1021.9;
- 6. Treble damages for wrongful injuries to timber, trees, or underwood on their property as allowed under Civil Code § 3346;
- 7. Punitive damages as allowed by the law;
- 8. General damages for fear, worry, annoyance, disturbance, inconvenience, mental anguish, emotional distress, loss of quiet enjoyment of property, personal injury, and for such other and further relief as the Court shall deem proper, all according to proof;
- 9. For all costs of suit incurred;
- 10. Prejudgment interest according to proof; and
- 11. Any other and further relief as the Court may deem just and proper.

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VIII. JURY DEMAND

PLAINTIFFS demand a trial by jury as to all claims in this action.

Dated: November 14, 2017

By: 
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