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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

17
18 **WILLARD HAY**, an individual; and
19 **LYN ANNE HAY**, an individual;

20 **Plaintiffs,**

21 v.

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

26 **Defendants.**

Case No. **CGC-17-562456**

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

ENDORSED
Superior Court of California
County of San Francisco
NOV 14 2017
CLERK OF THE COURT
By: ROSSALY DELAVEGA
Deputy Clerk

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EIGHTH CAUSE OF ACTION
VIOLATION OF HEALTH & SAFETY CODE § 1300746

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1 **PLAINTIFFS** bring this action for damages against Defendants **PG&E**
2 **CORPORATION, PACIFIC GAS & ELECTRIC COMPANY**, and **DOES 1 through 20**
3 (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 decision
7 making that places profits over public safety. **PG&E’s** well-documented disregard for safety
8 regulations, and blindeye towards the use of effective maintenance and inspection practices for
9 their facilities and equipment in light of an aging infrastructure, lies at the root of the various
10 factors which caused and/or contributed to causing some of the most destructive and deadly
11 wildfires California has ever seen (collectively, “**North Bay Fires**”), including the Nuns, Adobe,
12 Norrbom, Partrick, Pressley, and Oakmont Fires (collectively, the “**Nuns/Partrick Fire**”).

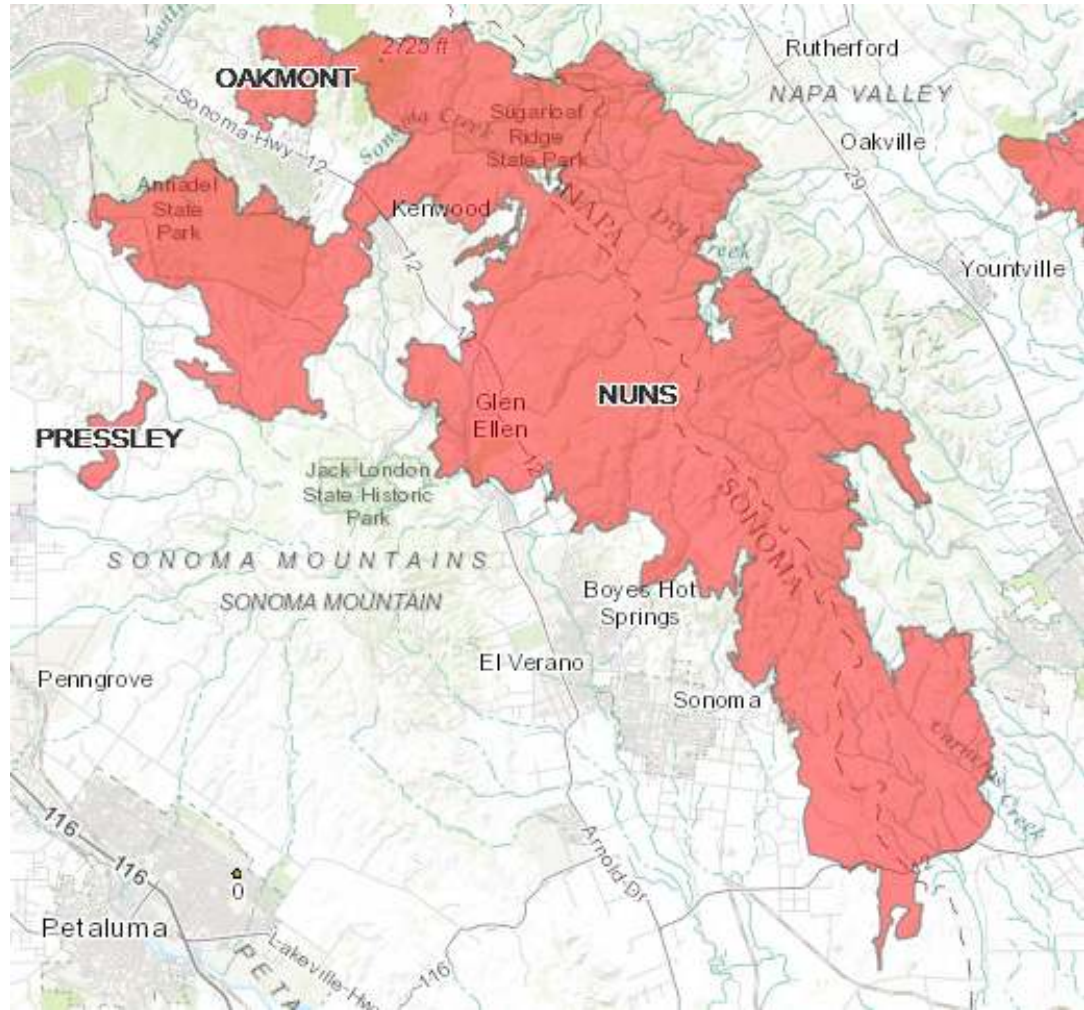
13 2. On the night of Sunday, October 8, 2017, the North Bay Fires started when power
14 lines, transformers, conductors, poles, insulators, reclosers, and/or other electrical equipment
15 constructed, owned, operated, managed, and/or maintained by **PG&E** fell down, broke, failed,
16 sparked, exploded,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



26 **Example of Damage from the Nuns/Partrick Fire, one of the North Bay Fires¹**

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28 ¹ <http://photos.times-standard.com/2017/10/08/north-bay-wildfires-force-evacuations-burn-homes-close-roads-in-sonoma-napa-counties/#48>.

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Scope of the Nuns/Partrick Fire²

3. Over the following days, the North Bay Fires spread rapidly and caused extensive damage throughout Northern California, including populated neighborhoods and sprawling vineyards. The North Bay Fires claimed the lives of at least 43 individuals, displaced a massive number of people, burned over 200,000 acres, and destroyed thousands of homes and structures.

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

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Flames from the Nuns/Partrick Fire Above Sonoma Valley³

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

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

³ <http://www.pressdemocrat.com/news/7516126-181/fires-in-fourth-day-threaten?artslide=0>.

1 Bay Fires began, and has been repeatedly fined and/or convicted of crimes for failing to mitigate
2 these risks:

- 3 a. In 1994, **PG&E's** failure to trim trees near its power lines caused the devastating
4 "Trauner Fire" in Nevada County, California. In 1997, a jury found **PG&E** liable for
5 739 counts of criminal negligence for causing this fire. Subsequent to the trial, a report
6 authored by the California Public Utilities Commission ("CPUC") revealed that from
7 1987 through 1994, **PG&E** diverted \$495 million from its budgets for maintaining its
8 systems, and instead, used this money to boost corporate profits.
- 9 b. In 2003, **PG&E's** apparent inability to learn from its past mistakes caused a fire at its
10 Mission District Substation in San Francisco. In 2004, the CPUC investigated the fire
11 and concluded that "it finds it quite troubling that PG&E did not implement its own
12 recommendations" after a previous fire at the same substation to prevent the 2003 fire.⁴
- 13 c. In 2008, **PG&E's** inadequate repair job and infrastructure caused a deadly explosion
14 in Rancho Cordova, California. In 2010, the CPUC fined **PG&E** \$38 million since
15 **PG&E** caused and failed to prevent the explosion.
- 16 d. In 2010, **PG&E's** aging infrastructure caused the deadly gas explosion in San Bruno,
17 California. As a result, the CPUC slapped **PG&E** with a \$1.6 billion fine, and **PG&E**
18 was later found guilty of six felony charges.
- 19 e. In 2011, **PG&E** caused an explosion in Cupertino because it failed to replace a plastic
20 pipe that it knew was unsafe since at least 2002. **PG&E** ignored warnings about the
21 dangerous nature of the pipe, and instead chose to do nothing.
- 22 f. In 2014, **PG&E's** inadequate recordkeeping and disregard for public safety caused an
23 explosion in Carmel. As a result, **PG&E** was required to pay over \$36 million in fines.
- 24 g. Since 2014, **PG&E** has been fined \$9.65 million by the CPUC for incidents solely
25 related to their electrical distribution systems.⁵

26
27
28 ⁴ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF>.

⁵ <http://www.cpuc.ca.gov/General.aspx?id=1965>.

1 h. In 2015, **PG&E** was once again responsible for causing a massive wildfire called the
2 “Butte Fire” due its inadequate and unlawful vegetation management practices and
3 disregard for public safety. After the fire, in 2017, the CPUC fined **PG&E** a total of
4 \$8.3 million for violating multiple safety laws.

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

8 **II. JURISDICTION AND VENUE**

9 6. This Court has subject matter jurisdiction over this matter pursuant to Code of Civil
10 395(a) because, at all times relevant, Defendants and each of them have resided in, been
11 incorporated in, or done significant business in the State of California so as to render the exercise
12 of jurisdiction over Defendants and each of them, by California Courts consistent with traditional
13 notions of fair play and substantial justice. The amount in controversy exceeds the jurisdictional
14 minimum of this Court.

15 7. Venue is proper in this County pursuant to Code of Civil Procedure section 395.5
16 because, at all times relevant, Defendants and each of them have their principal place of business
17 in the County of San Francisco.

18 **III. THE PARTIES**

19 **A. PLAINTIFFS**

20 8. Plaintiffs **WILLARD HAY** and **LYN ANNE HAY** (collectively,
21 “**PLAINTIFFS**”) are a husband and wife who lost their home at 3707 La Paz Valley Lane, also
22 known as 3707 Arrowhead Mountain Trail, in Sonoma, California. All of the damages alleged
23 herein occurred in and around Sonoma County and arose from the Nuns/Partrick Fire, as set forth
24 in more detail below.

25 **B. DEFENDANTS**

26 9. At all times herein mentioned Defendants **PG&E CORPORATION** and
27 **PACIFIC GAS & ELECTRIC COMPANY** (collectively, “**PG&E**”) were corporations
28 authorized to do business and doing business, in the State of California, with their principal place

1 of business in the County of San Francisco, California. Defendant **PG&E CORPORATION** is
2 an energy-based holding company headquartered in San Francisco. It is the parent company of
3 Defendant **PACIFIC GAS AND ELECTRIC COMPANY**. **PG&E CORPORATION** and
4 **PACIFIC GAS AND ELECTRIC COMPANY** provide customers with public utility services,
5 and services relating to the generation of energy, transmission of electricity and natural gas,
6 generation of electricity, and the distribution of energy.

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

- 10 a. **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY** operate
11 as a single business enterprise operating out of the same building located at 77 Beale
12 St, San Francisco, California for the purpose of effectuating and carrying out **PG&E**
13 **CORPORATION's** business and operations and/or for the benefit of **PG&E**
14 **CORPORATION**;
- 15 b. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** do not
16 operate as completely separate entities, but rather, integrate their resources to achieve
17 a common business purpose;
- 18 c. **PACIFIC GAS & ELECTRIC COMPANY** is so organized and controlled, and its
19 decisions, affairs and business so conducted as to make it a mere instrumentality, agent,
20 conduit and/or adjunct of **PG&E CORPORATION**;
- 21 d. **PACIFIC GAS & ELECTRIC COMPANY's** income contribution results from its
22 function, integration, centralization of management and economies of scale with
23 **PG&E CORPORATION**;
- 24 e. **PACIFIC GAS & ELECTRIC COMPANY's** and **PG&E CORPORATION's**
25 officers and management are intertwined and do not act completely independent of one
26 another;

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- 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**;
- 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;

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

22 **C. DOE DEFENDANTS**

23 11. The true names and capacities, whether individual, corporate, associate, or
24 otherwise of the Defendants **DOES 1 through 20**, inclusive, are unknown to **PLAINTIFFS** who
25 therefore sue said Defendants by such fictitious names pursuant to Code of Civil Procedure section
26 474. **PLAINTIFFS** further allege that each of said fictitious Defendants is in some manner
27 responsible for the acts and occurrences hereinafter set forth. **PLAINTIFFS** will amend this
28

1 Complaint to show their true names and capacities when the same are ascertained, as well as the
2 manner in which each fictitious Defendant is responsible.

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

4 12. At all times herein mentioned herein, **DEFENDANTS**, and/or each of them,
5 hereinabove, were the agents, servants, employees, partners, aiders and abettors, co-conspirators,
6 and/or joint venturers of each of the other **DEFENDANTS** named herein and were at all times
7 operating and acting within the purpose and scope of said agency, service, employment,
8 partnership, enterprise, conspiracy, and/or joint venture, and each **DEFENDANT** has ratified and
9 approved the acts of each of the remaining **DEFENDANTS**. Each of the **DEFENDANTS** aided
10 and abetted, encouraged, and rendered substantial assistance to the other **DEFENDANTS** in
11 breaching their obligations to **PLAINTIFFS** as alleged herein. In taking action to aid and abet
12 and substantially assist the commission of these wrongful acts and other wrongdoings complained
13 of, as alleged herein, each of the **DEFENDANTS** acted with an awareness of his/her/its primary
14 wrongdoing and realized that his/her/its conduct would substantially assist the accomplishment of
15 the wrongful conduct, wrongful goals, and wrongdoing.

16 **IV. STATEMENT OF FACTS**

17 **A. THE NORTH BAY FIRES**

18 13. As families were settling in for the night on Sunday, October 8, 2017, tragedy struck
19 communities across Northern California. That evening, several fires began raging in and around
20 multiple counties in the Northern Bay Area, including the Nuns/Partrick Fire in Sonoma and Napa
21 Counties. These fires quickly ripped through neighborhoods, destroying everything in their path,
22 including residences, structures, businesses, trees, and vegetation.

23 14. The North Bay Fires are some of the most destructive fires in California's history.
24 In just a week, the Fires caused the deaths of at least 43 people, displaced about 100,000 people
25 who were forced to leave their homes and search for safety, burned over 200,000 acres, and
26 destroyed at least 8,000 homes and buildings. In particular, the Nuns/Partrick Fire caused the

1 death of several individuals, injured others, burned more than 110,000 acres, destroyed almost
2 7,000 structures, and damaged at least another 486 structures.⁶



15. On the evening of Sunday, October 8, 2017, emergency responders began receiving
16 dozens of calls regarding fires and other hazards in and around Northern California, including in
17 Sonoma and Napa Counties. **PLAINTIFFS** are informed that the Nuns/Partrick Fire began at
18 approximately 10:00 p.m. and was caused by electrical issues arising from power lines and/or other
19 equipment owned and/or operated by **PG&E** and used to transmit electricity to the public. Further,
20 around the same time the Nuns/Partrick Fire started, several calls reported problems with electrical
21 equipment in the vicinity of the Nuns/Partrick Fire, including a call at approximately 9:43 p.m.
22 reporting trees and wires down and a call at approximately 10:40 p.m. reporting a blown
23 transformer.⁷

24
25 16. **PLAINTIFFS** are informed that witnesses observed and described downed power
26 lines, exploding transformers, improper fuses, improper connections, improper clearances, aged

27
28 ⁶ http://cdfdata.fire.ca.gov/admin8327985/cdf/images/incidentfile1868_3120.pdf.

⁷ <http://www.mercurynews.com/2017/10/10/pg-e-power-lines-linked-to-wine-country-fires>.

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

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

25 18. At all times relevant to this action **PG&E** had specific knowledge that the greatest
26 risk to the public from its operations was wildfire. **PG&E** specifically knew that wildfire could
27

28

⁸ <http://www.pgecurrents.com/2017/10/11/pge-statement-on-north-bay-wildfires/>.

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

14 **B. THE DEADLY AND DESTRUCTIVE NUNS/PATRICK FIRE**

15 19. CalFire reported that the origin of the Nuns Fire was in or around Highway 12,
16 north of Glen Ellen in Sonoma County, California. In addition, the origin of the Partrick Fire is
17 believed to be Partrick Road in Napa County. The Nuns Fire and the Partrick Fire merged near
18 Sonoma Square, and also combined with the Adobe, Norrbom, Pressley, and Oakmont Fires,
19 resulting in one massive and destructive fire.

20 20. CalFire also reported that the Nuns Fire started at or around 10:00 p.m. on Sunday,
21 October 8, 2017, and the Partrick Fire started at or around 11:48 p.m. that same day.⁹

22 //

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28 ⁹ http://www.fire.ca.gov/current_incidents/incidentdetails/Index/1866;
http://www.fire.ca.gov/current_incidents/incidentdetails/Index/1869.



NUNS / ADOBE / NORRBOM/ PRESSLEY / PARTRICK FIRES / OAKMONT (CENTRAL LNU COMPLEX)

Nuns / Adobe / Norrbom/ Pressley / Partrick Fires / Oakmont (Central LNU Complex) Incident Information:

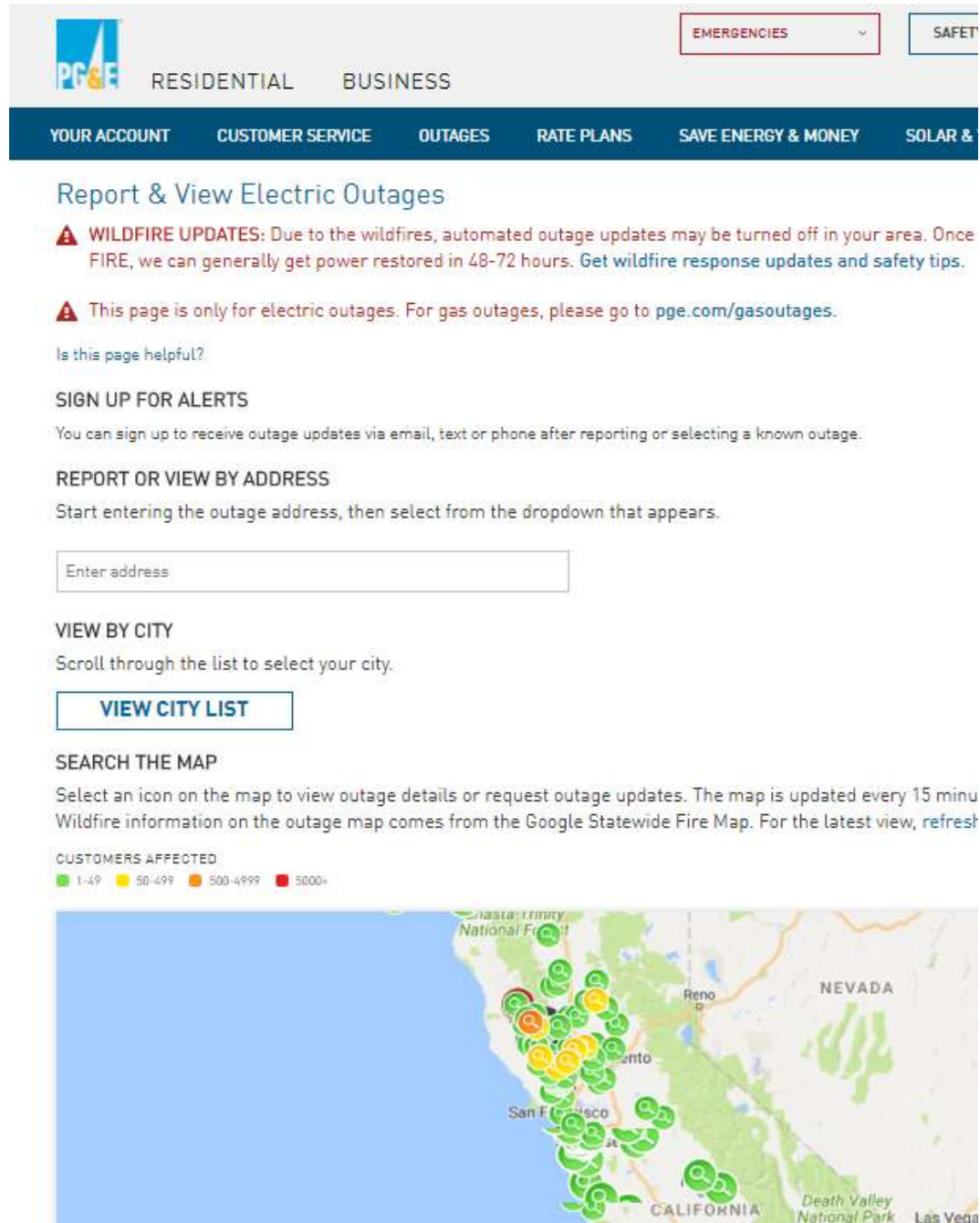
Last Updated:	November 06, 2017 10:39 am	FINAL
Date/Time Started:	October 08, 2017 10:00 pm	
Administrative Unit:	CAL FIRE Sonoma-Lake-Napa Unit	
County:	Napa County, Sonoma County	
Location:	Hwy 12, north of Glen Ellen	
Acres Burned - Containment:	56,556 acres - 100% contained	
Evacuations:	See the latest Incident Update for more information on this fire.	
Long/Lat:	-122.5209/38.4041	
Conditions:	See the latest Incident Update for more information on this fire.	
	Central LNU Complex Evacuation Map	
	Resources:	
	<ul style="list-style-type: none"> • Sonoma County Fire Information • Sonoma County Website • CAL FIRE Structure Status Map Please note that damage assessment is still on-going. If a structure point does not appear on the map it may still have been impacted by the fires. 	

PARTRICK FIRE (CENTRAL LNU COMPLEX)

Partrick Fire (Central LNU Complex) Incident Information:

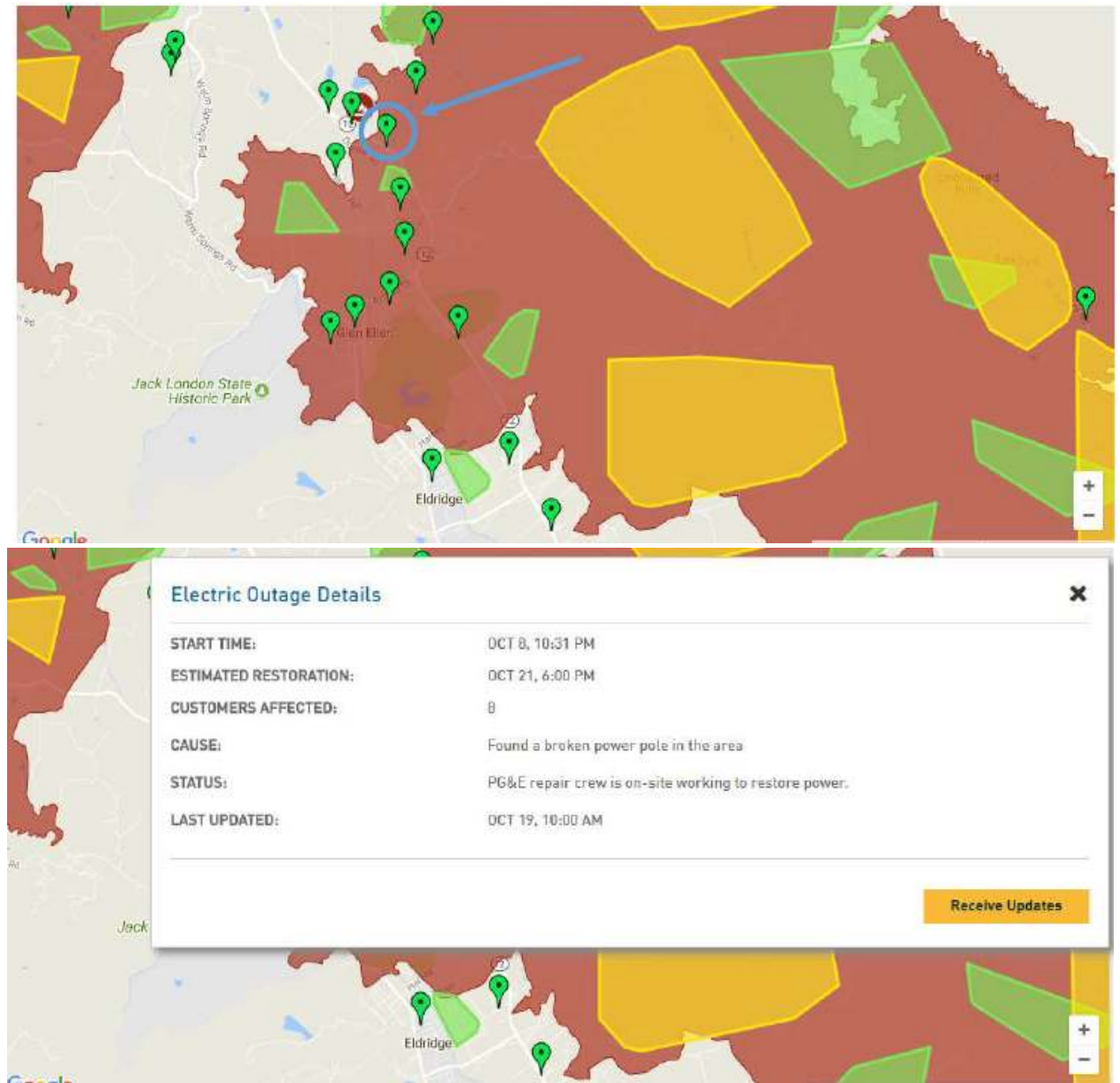
Last Updated:	October 29, 2017 7:14 am	FINAL
Date/Time Started:	October 08, 2017 11:48 pm	
Administrative Unit:	CAL FIRE Sonoma-Lake-Napa Unit	
County:	Napa County	
Location:	off Partrick Rd, west of Napa	
Acres Burned - Containment:	The Patrick Fire is now a part of the Nuns Fire	
Cause:	Under Investigation	
Cooperating Agencies:	Cooperating Agencies: Napa County OES, CHP, CDCR, Sonoma County OES, PG&E, California State Parks, and Solano County OES.	
Long/Lat:	-122.39052/38.31802	

1 21. PG&E’s website reports electric outages in real time. According to the website,
2 any person can “select an icon on the map to view outage details or request outage updates. The
3 map is updated every 15 minutes with any new information.”¹⁰



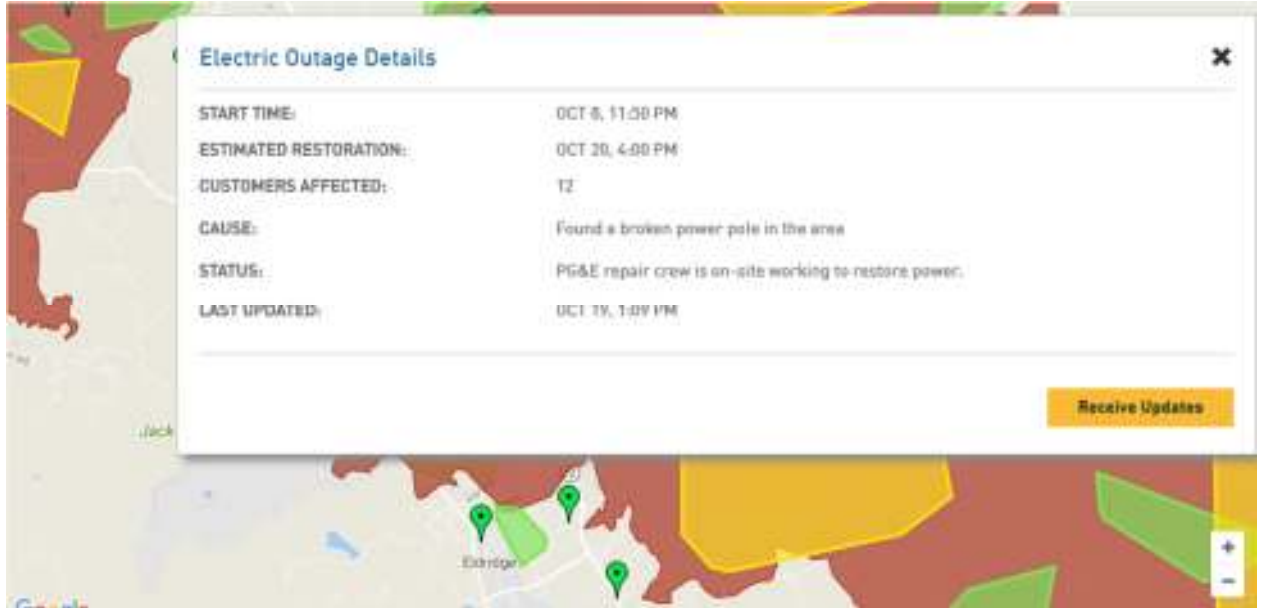
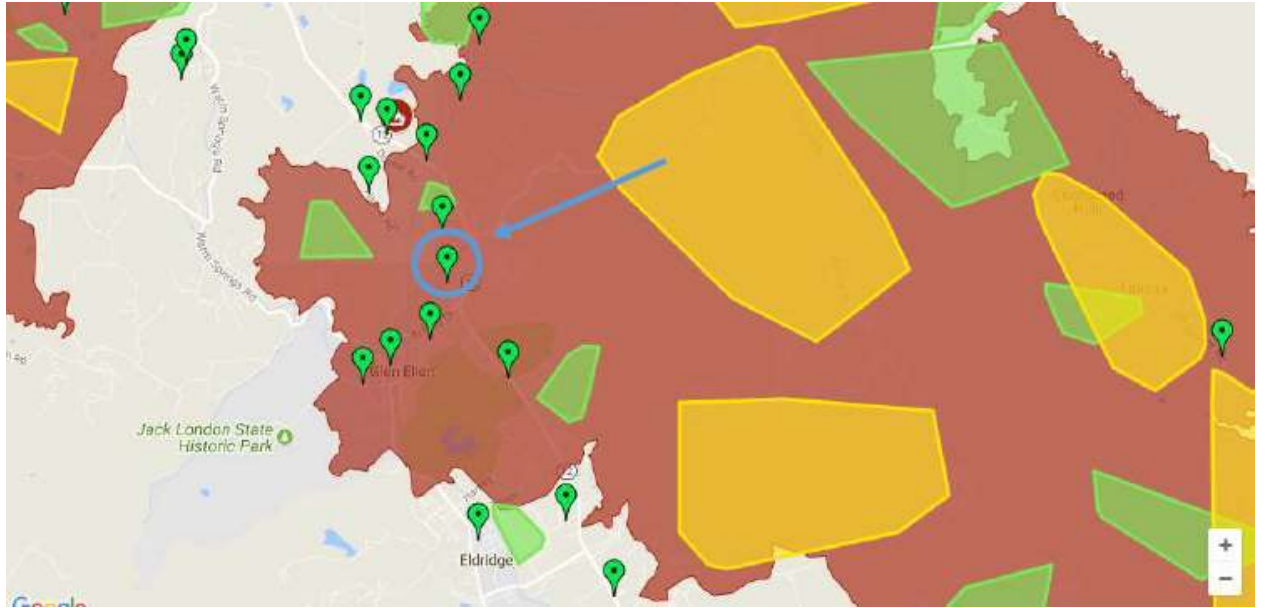
¹⁰ https://m.pge.com/?WT.pgeac=Home_Outages#outages.

1 22. At or around the start time of the Nuns Fire, **PG&E**'s website reported two outages
2 at or very near the origin of the Nuns Fire. The first outage was reported at 10:31 p.m. on October
3 8, 2017, describing the cause of the outage as: "found a broken power pole in the area."

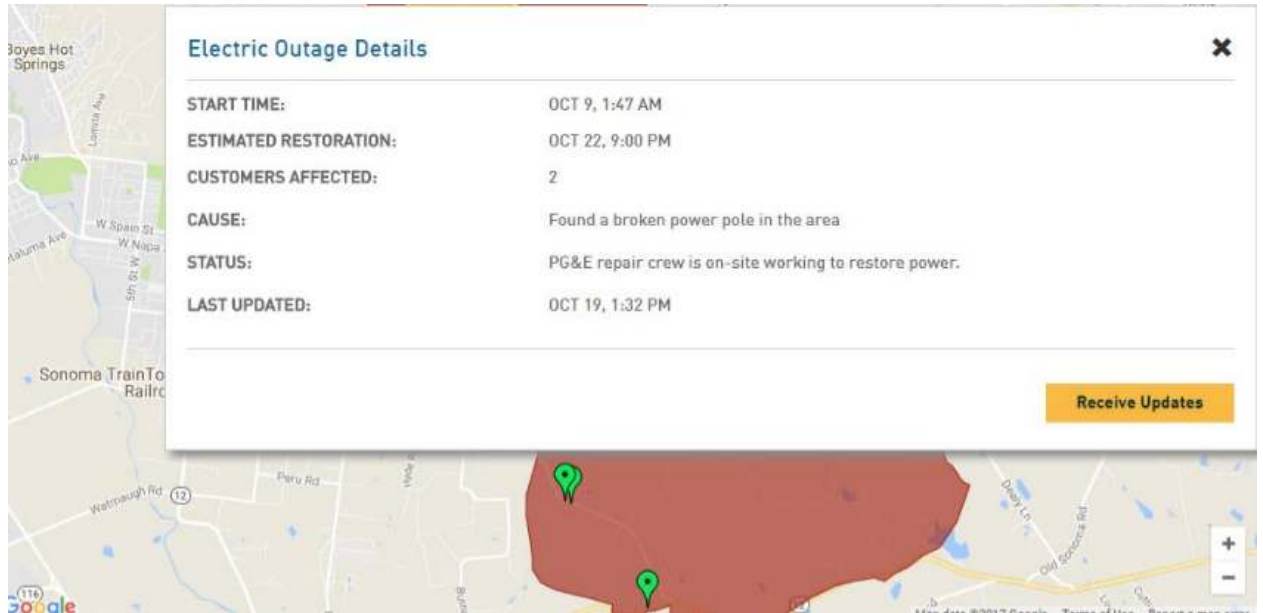


24 23. The second **PG&E** outage at or around the origin of the Nuns Fire was reported at
25 11:50 p.m. on October 8, 2017, describing the cause of the outage as: "found a broken power pole
26 in the area."

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24. Further, at or around the start time of the Partrick Fire, **PG&E's** website reported four separate outages at or very near the origin of the Partrick Fire. All four outages reflected the same outage cause: "found a broken power pole in the area." The date and time stamps were the same as well: 1:47 a.m. on October 9, 2017.



25. 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 Peak, registered wind gusts at 9:29 p.m. peaking at 32 mph. An hour later, there were wind gusts of 30 mph. In addition, **PLAINTIFFS** are informed that a weather station in Santa Rosa registered wind gusts at 9:29 p.m. peaking at 30 mph. All of these speeds were substantially under the speed that power lines must be able to withstand winds under state law: approximately 92 mph. Further, these wind speeds were surpassed in other recent storms in the area on a number of occasions.

26. According to **PG&E's** 2014 Annual Electric Distribution Reliability Report, sent to the CPUC on February 27, 2015, weather conditions have accounted for many of the top ten **PG&E** electrical outages each year since at least 2004, putting the utility on notice that these weather conditions occur and that they can cause electrical problems. For example, five of the "ten largest 2004 outage events" for **PG&E** occurred in areas near the Nuns/Partrick Fire and winds were documented at much higher levels than those of October 8, 2017:

1 No. 1: “Two storms (Oct 17 and 19) moved through the service area. Wind
2 gusts were generally between 24-50 mph (51 mph at Redding, 40 mph at
3 Red Bluff, **37 mph at Napa**) on Oct 17, and 35-60 mph on Oct 19 (51 mph
4 Redding, 47 mph at Red Bluff, 51 mph at Marysville, 49 mph at San
5 Francisco Airport, 55 mph at Bellota, 57 mph at San Luis Obispo). . .”

6 No. 3: “A strong weather front with gusty winds and heavy rain crossed the
7 service area. Peak wind gusts in the norther and central portions of the
8 service areas generally ranged in the 35 to 65 mph range (58 mph at Arcata,
9 **53 mph at Santa Rosa**. . .)”

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

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

17 No. 7: “Gusty north winds developed over norther and central portions of
18 the service area as a strong high pressure system developed. Peak wind
19 speeds included 58 mph at Hopland, **51 mph in Santa Rosa, 47 mph at**
20 **Sonoma**. Peak gusts in the East Bay hills ranged from 50-60 mph.”¹¹

21 27. Later, in 2005, the number one of the “ten largest” outage events for **PG&E**
22 occurred in areas near the Nuns/Partrick Fire and winds were documented at much higher levels
23 than those of October 8, 2017:

24 No. 1: “A series of strong storms struck the service area (these storms were
25 preceded by several wet events that affected the North Bay and North
26 Coast). . .The Dec 31 event affected the entire service area. Wind gusts
27 above 50 mph were recorded in all areas except the Southern San Joaquin
28 Valley; 59 mph at Red Bluff, 58 mph at Arcata, **51 mph at Santa Rosa; 53**
29 **mph at Sonoma**; 59 mph at Rio vista; 77 mph at Pt. San Pablo (SF Bay);
30 62 mph at Ft. Funston (SF); 60 mph at SF Airport; 52 mph at Los Banos.
31 An additional one to three inches of rain fell across northern and central
32 California on Dec 31.”¹²

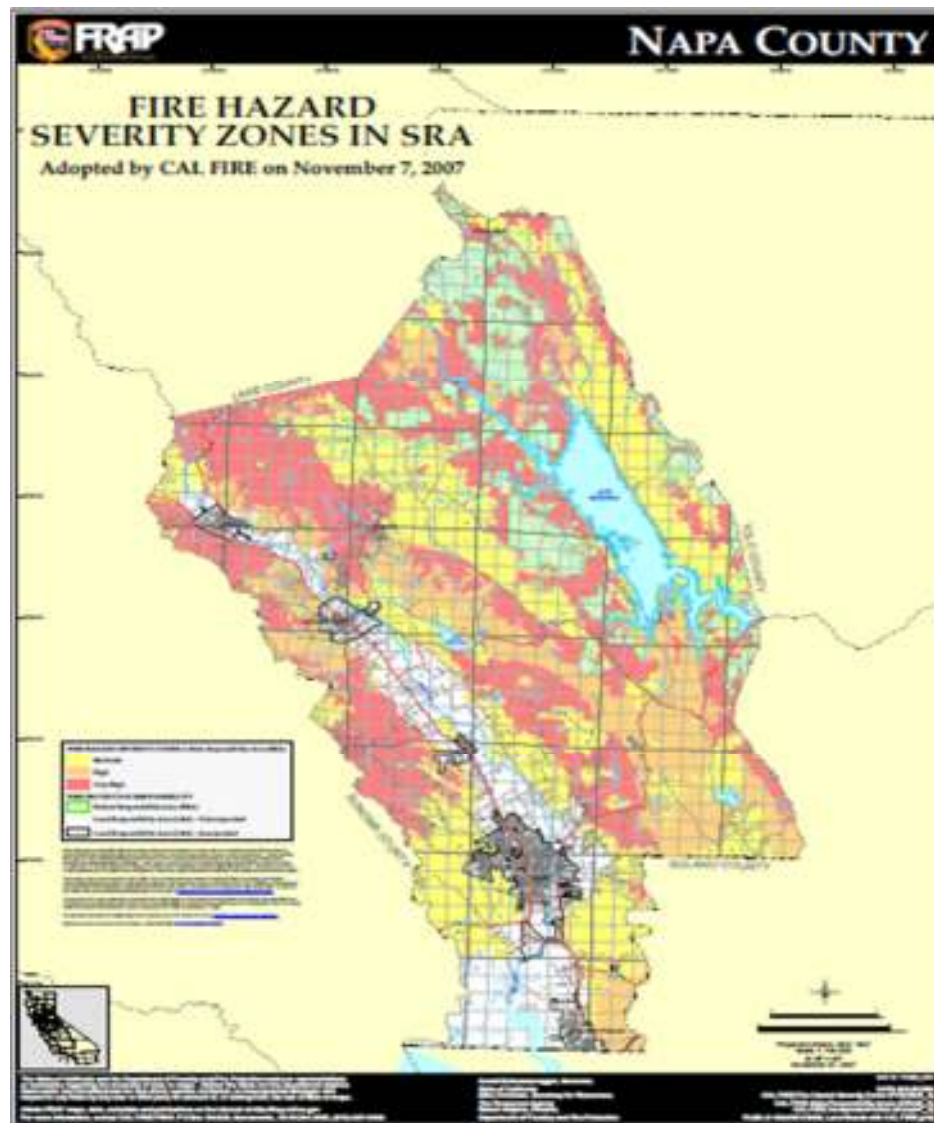
33 Therefore, **PG&E** had notice of the type of winds that occurred on October 8, 2017, the night the
34 North Bay Fires began.

35 _____
36 ¹¹ [https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/
37 AnnualElectricDistributionReliabilityReport.pdf](https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/AnnualElectricDistributionReliabilityReport.pdf).

38 ¹² [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).

1 28. Further, according to records maintained by CalFire, approximately 135 fires in
2 Sonoma and Napa Counties were caused by electrical equipment from 2011 through 2015.¹³ In
3 2015, the last year of reported data, electrical power problems sparked the burning of 149,241
4 acres across California – more than twice the amount from any other cause.¹⁴

5 29. In 2007, CalFire adopted maps depicting the Fire Hazard Severity Zones (“FHSZ”)
6 in State Responsibility Areas, including in Sonoma and Napa Counties. The FHSZ maps for Napa
7 and Sonoma Counties show that most of the areas burned by the Nuns/Partrick Fire were
8 designated as posing a “Very High” fire hazard.¹⁵



27 ¹³ http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks.

¹⁴ <http://www.latimes.com/business/la-fi-utility-wildfires-20171017-story.html>.

28 ¹⁵ http://www.fire.ca.gov/fire_prevention/fhsz_maps_napa;
http://frap.fire.ca.gov/webdata/maps/sonoma/fhszs_map.49.pdf.



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

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

31. On May 6, 2013, a report was sent to the Safety and Enforcement Division of the CPUC from the **Liberty Consulting Group** who had been retained to conduct an independent review of capital and operations and maintenance expenditures proposed by **PG&E** (hereinafter the “2013 Liberty Report”).¹⁶ The **2013 Liberty Report** concluded that: “several aspects of the **PG&E** distribution system present significant safety issues.” It also found: (a) “addressing risks associated with electrical distribution components has been overshadowed by electric transmission

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

1 and gas facilities;” (b) “addressing aging infrastructure and adding SCADA to the system comprise
2 the major focuses of safety initiatives for the distribution system;” and (c) “current
3 employee/contractor serious injury and fatality levels require significantly greater mitigation.”

4 i. PG&E’s Wires Were Found Highly Susceptible to Failure Due to Age

5 32. One of the first key findings of the 2013 Liberty Report was that **PG&E** had a
6 “large amount of small size obsolete conductor remaining on PG&E’s system.” **PG&E** has
7 113,000 miles of conductors (a.k.a. wires), and according to the report, over 60 percent of those
8 conductors are highly susceptible to failure. The conductors are very small, and generally more
9 susceptible to breaking than standard size conductors. As the conductor ages, it becomes even
10 more susceptible to breaking. Weather conditions, such as winds and lightning strikes, will also
11 wear a small conductor more than larger ones. For these reasons, “[t]his conductor was once
12 popular, but is now recognized as obsolete, due to its small size.”

13 ii. Many of PG&E’s Wires Do Not Remotely De-Energize When
14 Down and In a Hazardous State

15 33. A second key finding of the 2013 Liberty Report was that upon review of
16 **PG&E’s** documents, on a daily basis and in 36 percent of cases, **PG&E** cannot remotely de-
17 energize a downed line and must send someone on-scene to manually turn off the feed. During
18 that time, the downed line is a hazard, and according to the 2013 Liberty Report, this hazard has
19 “contributed to a number of fatalities and injuries.”

20 iii. The CPUC Announced that Aging Power Poles Are Causing
21 Significant Safety Hazards That Must Be Addressed

22 34. According to the 2017 CPUC Order Instituting Investigation Into the Creation of a
23 Shared Database or Statewide Census of Utility Poles and Conduit:

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

1 the ground. At least five more people lost their lives in pole-related failures
2 in 2012 and 2015.

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

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

14 35. In the June 29, 2017 CPUC press release for the Order, the CPUC President
15 Michael Picker stated, "Plain old wooden poles, along with their cousins, the underground
16 conduits, are work horses, carrying most of our power and telecommunications. They sometimes
17 get crowded and fail, causing outages and fires because of all the equipment crammed onto them."
18 Further, "[n]ot knowing where all the poles are and who owns them, how loaded they are, how
19 safe they are, and whether they can handle any additional infrastructure, is problematic to both the
20 utilities and to the CPUC. Creating a database of utility poles could help owners track attachments
21 on their poles and manage necessary maintenance and rearrangements, and can help the CPUC in
22 our oversight role."¹⁸

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

25 36. Another recommendation of the 2013 Liberty Report was "the establishment of a
26 formal asset management program in Electric Operations." According to the report, "aging
27 infrastructure is best addressed by having a strategic asset management program in place. These
28 types of programs, such as the PAS 55 program, force a detailed and thorough condition
assessment survey of the major assets. These types of formal programs also take failure modes
into consideration. Long term sustainable plans can then be prepared to address the asset

¹⁷ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M190/K872/190872933.PDF>.

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

1 conditions. A sustainable asset management will mitigate system safety risks from aging
2 infrastructure, which constituted a major portion of the safety items in this GRC.”

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

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

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

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

21 40. **PG&E** knew that its reclosures posed a great risk of wildfire. At a Congressional
22 hearing in 2015, **PG&E’s** Senior Vice President of Electrical Operations, Patrick Hogan, stated
23 that **PG&E** had the ability to reprogram its reclosures during fire season to not restart power.
24 Patrick Hogan claimed that shutting down power means “you take the reliability hit, but you gain
25 the wildfire benefit.”¹⁹ **PLAINTIFFS** believe that despite this knowledge and ability, **PG&E**
26 never reprogrammed all of its reclosures to prevent wildfires.

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

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

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

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

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

21 **PG&E's records indicated that from August 2010 to September 21,**
22 **2015, a total of 3,527 work orders were completed past their scheduled**
23 **date of corrective action per PG&E's Electric Notification**
24 **Prioritization Standards. Late work orders included overhead and**
25 **underground facilities.**²¹

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

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.

²¹ *Id.*

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

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

8 46. Earlier, in 2013, CPUC sent a letter to **PG&E** regarding its audit of **PG&E’s** North
9 Bay Division. In this letter, Raymond Fugere, a program and project supervisor at the CPUC,
10 outlined the violations found in its review of records between 2008 and 2013 and field inspections
11 of **PG&E’s** facilities. Raymond Fugere’s letter stated the following:

12 **9,520 work orders, from January 2008 to February 12, 2013, were**
13 **completed past their scheduled date of corrective action. Furthermore,**
14 **3,270 work orders are currently open past their scheduled date of**
corrective action.²⁴

15 The letter concluded that these delays and/or unfulfilled work orders violated CPUC General Order
16 No. 165, which sets forth the CPUC’s rules for inspections of electrical systems.

17 **G. PG&E’S “RUN TO FAILURE” APPROACH TO MAINTENANCE**

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

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

28 ²² *Id.*

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

²⁴ *Id.*

1 Given PG&E's excessive profits over the period of the Overland Audit,
2 there is no reason to believe that Overland's example regarding GT&S
3 operations between 2008 and 2010 was unique. The IRP Report
4 supplements the Overland Audit findings with additional examples of
5 PG&E management's commitment to profits over safety. **Thus, it is**
6 **evident that while the example of GT&S underfunding between 2008**
7 **and 2010 might be extreme, it was not an isolated incident; rather, it**
8 **represents the culmination of PG&E management's long standing**
9 **policy to squeeze every nickel it could from PG&E gas operations and**
10 **maintenance, regardless of the long term "run to failure" impacts. And**
11 **PG&E has offered no evidence to the contrary.**²⁵

8 **H. PG&E'S LONG HISTORY OF SAFETY VIOLATIONS**

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

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

21 i. The 1994 Trauner Fire

22 50. In 1994, **PG&E's** failure to maintain the vegetation surrounding its electrical
23 equipment caused a devastating wildfire in Nevada County, California. This Fire, commonly
24 known as the "Trauner Fire" or the "Rough and Ready Fire," burned approximately 500 acres in
25 and around the town of Rough and Ready, destroyed 12 homes, and burned 22 structures, including
26 a schoolhouse that was built in 1868.

27
28 ²⁵ ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf.

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

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

12 ii. The 2003 Mission District Substation Fire

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

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

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

1 **PG&E did not implement its own recommendations from its own**
2 **investigation of the 1996 fire.**²⁶

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

6 iii. The 2008 Rancho Cordova Explosion

7 55. In December 2008, a gas leak from a **PG&E** pipe caused an explosion in Rancho
8 Cordova, California. This explosion left one person dead, injured several others, and caused over
9 \$260,000 in property damage.

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

17 Contributing to the accident was the 2-hour 47-minute delay in the arrival
18 at the job site of a Pacific Gas and Electric Company crew that was properly
19 trained and equipped to identify and classify outdoor leaks and to begin
20 response activities to ensure the safety of the residents and public.²⁷

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

25 iv. The 2010 San Bruno Explosion

26 58. On September 9, 2010, **PG&E's** continued disregard of public safety caused the
27 death of eight people, injured 58 people, and destroyed an entire neighborhood in San Bruno,

28 ²⁶ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF>.

²⁷ http://docs.cpuc.ca.gov/published/Final_decision/146914-03.htm.

1 California when one of its gas pipelines exploded and burst into flames. Subsequent to the
2 explosion, the NTSB issued a report that blamed the disaster on **PG&E's** poor management of its
3 pipeline. In January 2011, federal investigators reported that the probable cause of the accident
4 was: (i) **PG&E's** inadequate quality assurance and quality control during its Line 132 pipeline
5 relocation project, which allowed the installation of a substandard and poorly-welded pipe section;
6 and (ii) **PG&E's** inadequate pipeline integrity management program, which failed to detect and
7 remove the defective pipe section.

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

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

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

22 v. The 2011 Cupertino Explosion

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

26 62. Prior to the explosion, the manufacture of Aldyl-A and the NTSB had both issued
27 warnings about this type of plastic pipe that was prone to premature brittleness, cracking, and

28 ²⁸ http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsonPGESafetyCultureandEnforcementTheory.pdf.

1 failure dating back to at least 2002. Despite these warnings and **PG&E's** knowledge of this risk,
2 **PG&E** did nothing to prevent the explosion. Although some utilities around the United States
3 have been replacing Aldyl-A pipes, **PG&E** did not have a replacement program to phase them out
4 and adequately protect the public.

5 vi. The 2014 Carmel Explosion

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

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

15 vii. The 2015 Butte Fire

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

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

27 67. **PG&E** made several decisions leading up to the Butte Fire that illustrate its
28 conscious disregard of public safety. First, **PG&E's** Risk & Compliance Management Committee

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

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

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

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

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

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 71. Moreover, **PG&E** has implemented multiple programs that provide monetary
4 incentives to its employees, agents, and/or contractors to *not* protecting public safety. Prior to the
5 Butte Fire, **PG&E** chose to provide a monetary incentive to its contractors to cut fewer trees, even
6 though **PG&E** was required to have an inspection program in place that removed dangerous trees
7 and reduced the risk of wildfires. Robert Urban, a regional officer for a **PG&E** contractor, stated
8 that he had a concern that the bonus system incentivized his employees to not do their job, but
9 **PG&E** chose to keep this program despite knowing this risk. Similarly, prior to the San Bruno
10 explosion, **PG&E** had a program that provided financial incentives to employees to not report or
11 fix gas leaks and keep repair costs down. This program resulted in the failure to detect a significant
12 number of gas leaks, many of which were considered serious leaks. According to Richard
13 Kuprewicz, an independent pipeline safety expert, **PG&E**'s incentive system was "training and
14 rewarding people to do the wrong thing," emblematic of "a seriously broken process," and
15 "explains many of the systemic problems in this operation that contributed to the [San Bruno]
16 tragedy."²⁹

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

20 72. 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 with
23 such electrical equipment. In the construction, inspection, repair, maintenance, management,
24 ownership, and/or operation of its power lines and other electrical equipment, **PG&E** had an
25 obligation to comply with a number of statutes, regulations, and standards, including the following.

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28 ²⁹ <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>.

1 73. 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 patrons,
4 employees, and the public.”

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

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

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

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

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

7 78. Finally, in June of 2014, the CPUC directed **PG&E**, by way of Resolution ESRB-
8 4, to take remedial measures to reduce fires since the Governor had declared a drought in January.
9 In addition, the CPUC informed **PG&E** that it could seek recovery of incremental costs associated
10 with these remedial measures outside of the standard funding process, i.e. the CPUC was agreeing
11 to provide additional funding on top of vegetation management funding already authorized in order
12 to make sure remedial measures would not go unperformed due to lack of funding. “Although the
13 Governor issued an Executive Order in April 2017 ending the Drought State of Emergency, the
14 declaration directed state agencies ‘to continue response activities that may be needed to manage
15 the lingering drought impacts to people and wildlife.’ The California Tree Mortality State of
16 Emergency issued in October 2015 by Governor Brown regarding the bark beetle infestation and
17 resulting tree mortality remains in effect. The CPUC has not rescinded ESRB-4, and work by the
18 utilities to comply with it and the Tree Mortality Emergency continues.”³⁰

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

20 79. Plaintiffs **WILLARD HAY** and **LYN ANNE HAY** are husband and wife. After
21 spending three years designing and building their dream hilltop retreat in the shadow of Arrowhead
22 Mountain, they moved into their new property at 3707 La Paz Valley Lane in Sonoma around
23 Thanksgiving of 2013. **PLAINTIFFS’** 21-acre property included a residence, guesthouse, barn,
24 and pool overlooking Sonoma Valley.

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28 ³⁰ http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/PGE%20Vegetation%20Management%20Spending.pdf.



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15 **Plaintiffs' Property Before the Nuns/Partrick Fire**

16 80. In the early morning of October 9, 2017 at approximately 1 a.m., Plaintiff **LYN**
17 **ANNE HAY** woke up smelling smoke. When she went to close the window in the back of her
18 house, she was horrified to see the bright orange glow of fire. Plaintiff **LYN ANNE HAY**
19 immediately woke up Plaintiff **WILLARD HAY**, and they decided to flee from their home. In a
20 manner of minutes, **PLAINTIFFS** frantically grabbed their dog, took a handful of personal items,
21 and evacuated in their car as the Nuns/Patrick Fire rapidly approached their property.

22 81. **PLAINTIFFS'** property and all of their personal items in and around their home,
23 guesthouse, property, and other structures were completely destroyed in the Nuns/Partrick Fire
24 and are no longer ascertainable due to the intensity of the fire. As a result of the fire and
25 evacuation, **PLAINTIFFS** suffered major losses and damages in an amount according to proof at
26 trial.



Plaintiffs' Property After the Nuns/Partrick Fire

VI. CAUSES OF ACTION

**FIRST CAUSE OF ACTION
NEGLIGENCE
(Against All Defendants)**

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

83. 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)

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

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

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

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

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

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

10 89. Based on the foregoing, **DEFENDANTS**, and/or each of them, acted willfully,
11 wantonly, with oppression, fraud, malice, and/or with a knowing, conscious disregard for the rights
12 and/or safety of others, such the **PLAINTIFFS** request that the trier of fact, in the exercise of
13 sound discretion, award **PLAINTIFFS** additional damages for the sake of example and sufficient
14 to punish the **DEFENDANTS**, and/or each of them, for their despicable conduct, in an amount
15 reasonably related to **PLAINTIFFS'** actual damages and **DEFENDANTS'** financial condition,
16 yet sufficiently large enough to be an example to others and to deter **DEFENDANTS** and others
17 from engaging in similar conduct in the future.

18 **SECOND CAUSE OF ACTION**
19 **INVERSE CONDEMNATION**
20 **(Against All Defendants)**

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

23 91. On or about October 8, 2017, **PLAINTIFFS** were owners of real property and/or
24 personal property located within Napa and/or Sonoma Counties in the area of the Nuns/Partrick
25 Fire.

26 92. Prior to and on October 8, 2017, **DEFENDANTS**, and/or each of them, installed,
27 owned, operated, used, controlled, and/or maintained power lines and other electrical equipment
28

1 for the public delivery of electricity, including power lines in and around the location of the
2 Nuns/Partrick Fire.

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

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

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

16 96. As a direct and legal result of the actions and/or omissions of the **DEFENDANTS**,
17 **PLAINTIFFS** suffered damages to their real and/or personal property, including loss of use,
18 interference with access, and/or diminution in value and/or marketability in an amount according
19 to proof at trial.

20 97. As a direct and legal result of the actions and/or omissions of the **DEFENDANTS**,
21 **PLAINTIFFS** have incurred and will continue to incur costs, disbursements, and/or expenses,
22 including reasonable attorney, appraisal, engineering, and/or other expert fees due to the conduct
23 of the **DEFENDANTS** in amounts that cannot yet be ascertained, but which are recoverable
24 pursuant to Code of Civil Procedure § 1036.

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THIRD CAUSE OF ACTION
PUBLIC NUISANCE
(Against All Defendants)

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3 98. **PLAINTIFFS** incorporate and re-allege by this reference each of the paragraphs
4 set forth as though fully set forth herein.

5 99. **PLAINTIFFS** own and/or occupy property at or near the site of the fire which is
6 the subject of this action. At all relevant times herein, **PLAINTIFFS** had a right to occupy, enjoy,
7 and/or use their property without interference by **DEFENDANTS**, and/or each of them.

8 100. **DEFENDANTS**, and/or each of them, owed a duty to the public, including
9 **PLAINTIFFS** herein, to conduct their business, in particular the maintenance and/or operation of
10 power lines, power poles, and/or electrical equipment on power poles, and adjacent vegetation in
11 proximity to their power lines in Napa and/or Sonoma Counties in a manner that did not threaten
12 harm or injury to the public welfare from operation of those power lines.

13 101. **DEFENDANTS**, and/or each of them, by acting and/or failing to act, as alleged
14 hereinabove, created a condition which was harmful to the health of the public, including these
15 **PLAINTIFFS**, and which interfered with the comfortable occupancy, use, and/or enjoyment of
16 **PLAINTIFFS'** property. **PLAINTIFFS** did not consent, expressly or impliedly, to the wrongful
17 conduct of **DEFENDANTS**, and/or each of them, in acting in the manner set forth above.

18 102. The hazardous condition which was created by and/or permitted to exist by
19 **DEFENDANTS**, and/or each of them, affected a substantial number of people within the general
20 public, including **PLAINTIFFS** herein, and constituted a public nuisance under Civil Code §§
21 3479 and 3480 and Public Resources Code § 4171. Further, the ensuing uncontrolled wildfire
22 constituted a public nuisance under Public Resources Code § 4170.

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

1 104. As a direct and legal result of the conduct of **DEFENDANTS**, and/or each of them,
2 **PLAINTIFFS** suffered harm that is different from the type of harm suffered by the general public.
3 Specifically, **PLAINTIFFS** have lost the occupancy, possession, use, and/or enjoyment of their
4 land, real and/or personal property, including, but not limited to: a reasonable and rational fear that
5 the area is still dangerous; a diminution in the fair market value of their property; an impairment
6 of the salability of their property; soils that have become hydrophobic; exposure to an array of
7 toxic substances on their land; the presence of “special waste” on their property that requires
8 special management and disposal; and a lingering smell of smoke, and/or constant soot, ash, and/or
9 dust in the air.

10 105. As a further direct and legal result of the conduct of **DEFENDANTS**, and/or each
11 of them, **PLAINTIFFS** have suffered, and will continue to suffer, discomfort, anxiety, fear,
12 worries, annoyance, and/or stress attendant to the interference with **PLAINTIFFS’** occupancy,
13 possession, use and/or enjoyment of their property, as alleged above.

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

16 107. The conduct of **DEFENDANTS**, and/or each of them, is unreasonable and the
17 seriousness of the harm to the public, including **PLAINTIFFS** herein, outweighs the social utility
18 of **DEFENDANTS’** conduct.

19 108. The individual and/or collective conduct of **DEFENDANTS** set forth above, and/or
20 each of them, resulting in the Nuns/Partrick Fire is not an isolated incident, but is ongoing and/or
21 a repeated course of conduct, and **DEFENDANTS’** prior conduct and/or failures have resulted in
22 other fires and damage to the public.

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

25 110. **DEFENDANTS**, and/or each of them, have individually and/or collectively, failed
26 and refused to conduct proper inspections and to properly trim, prune, and/or cut vegetation in
27 order to ensure the sole delivery of electricity to residents through the operation of power lines in
28 the affected area, and **DEFENDANTS’** individual and/or collective failure to do so exposed every

1 member of the public, including those residing in Napa and/or Sonoma Counties, to a foreseeable
2 danger of personal injury, death, and/or a loss of or destruction real and personal property.

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

11 112. For these reasons, **PLAINTIFFS** seek a permanent injunction ordering that
12 **DEFENDANTS**, and each of them, stop continued violation of Public Resource Code §§ 4292
13 and 4293 and Public Utilities Commission General Order 95, Rule 35. **PLAINTIFFS** also seek
14 an order directing **DEFENDANTS** to abate the existing and continuing nuisance described above.

15 **FOURTH CAUSE OF ACTION**
16 **PRIVATE NUISANCE**
17 **(Against All Defendants)**

18 113. **PLAINTIFFS** incorporate and re-allege by this reference each of the paragraphs
19 set forth as though fully set forth herein.

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

25 115. As a direct and legal result of the wrongful acts and/or omissions of
26 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the injuries
27 and damages as set forth above.
28

1 116. As a further direct and legal result of the wrongful acts and/or omissions of
2 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and exemplary
3 damages against **DEFENDANTS** as set forth above.

4 **FIFTH CAUSE OF ACTION**
5 **PREMISES LIABILITY**
6 **(Against All Defendants)**

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

9 118. **DEFENDANTS**, and/or each of them, were the owners of an easement and/or real
10 property in and around the area of the Nuns/Partrick Fire, and/or were the owners of the power
11 lines upon said easement and/or right of way.

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

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

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

22 **SIXTH CAUSE OF ACTION**
23 **TRESPASS**
24 **(Against All Defendants)**

25 122. **PLAINTIFFS** incorporate and re-allege by this reference each of the paragraphs
26 set forth as though fully set forth herein.

27 123. At all times relevant herein, **PLAINTIFFS** were the owners, tenants, and/or lawful
28 occupants of property damaged by the Nuns/Partrick Fire.

1 124. **DEFENDANTS**, and/or each of them, in wrongfully acting and/or failing to act in
2 the manner set forth above, caused the Nuns/Partrick Fire to ignite and/or spread out of control,
3 causing harm, damage, and/or injury to **PLAINTIFFS** herein, resulting in a trespass upon
4 **PLAINTIFFS** property interests.

5 125. **PLAINTIFFS** did not grant permission for **DEFENDANTS** to wrongfully act in
6 a manner so as to cause the Nuns/Partrick Fire, and thereby produce a wildland fire which spread
7 and wrongfully entered upon their property, resulting in the harm, injury, and/or damage alleged
8 above.

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

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

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

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

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

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SEVENTH CAUSE OF ACTION
VIOLATION OF PUBLIC UTILITIES CODE § 2106
(Against All Defendants)

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

5 132. As a Public Utility, **DEFENDANTS**, and/or each of them, are legally required to
6 comply with the rules and orders promulgated by the Public Utilities Commission pursuant to
7 Public Utilities Code § 702.

8 133. Public Utilities that fail to comply with duties required by the California
9 Constitution, a law of the State, a regulation, or order of the Public Utilities Commission, which
10 thereby leads to loss or injury, are liable for that loss or injury pursuant to Public Utilities Code §
11 2106.

12 134. As a Public Utility, **DEFENDANTS**, and/or each of them, are required to provide
13 and maintain service, equipment and facilities in a manner adequate to maintain the safety, health,
14 and convenience of their customers and the public, pursuant to Public Utilities Code § 451.

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

19 136. **DEFENDANTS**, and/or each of them, are required to maintain vegetation in
20 compliance with Public Resources Code §§ 4293, 4294, and 4435, and Health & Safety Code §
21 13001.

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

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

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

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

7 **EIGHTH CAUSE OF ACTION**
8 **VIOLATION OF HEALTH & SAFETY CODE § 13007**
9 **(Against All Defendants)**

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

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

16 143. As a direct and legal result of **DEFENDANTS'** violation of Health & Safety Code
17 § 13007, **PLAINTIFFS** suffered recoverable damages to property under Health & Safety Code §
18 13007.21.

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

22 145. As a direct and legal result of the wrongful acts and/or omissions of
23 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** suffered, and continue to suffer, the injuries
24 and damages as set forth above.

25 146. As a further direct and legal result of the wrongful acts and/or omissions of
26 **DEFENDANTS**, and/or each of them, **PLAINTIFFS** seek the recovery of punitive and exemplary
27 damages against **DEFENDANTS** as set forth above.

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

1 **VII. PRAYER FOR RELIEF**

2 WHEREFORE, **PLAINTIFFS** pray for judgment against Defendants **PG&E**
3 **CORPORATION, PACIFIC GAS & ELECTRIC COMPANY,** and **DOES 1 through 20,** and
4 each of them as follows:

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

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

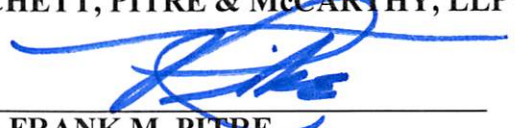
17 **From All DEFENDANTS for Negligence, Public Nuisance, Private Nuisance,**
18 **Premises Liability, Trespass, Violation of Public Utilities Code § 2106, and Violation of**
19 **Health & Safety Code § 13007:**

- 20 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
21 personal and/or real property;
- 22 2. Loss of the use, benefit, goodwill, and enjoyment of **PLAINTIFFS'** real and/or
23 personal property;
- 24 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any
25 related displacement expenses;
- 26 4. Past and future medical expenses and incidental expenses according to proof;
- 27 5. Attorney's fees, expert fees, consultant fees, and litigation costs and expense as
28 allowed under Code of Civil Procedure § 1021.9;

- 1 6. Treble damages for wrongful injuries to timber, trees, or underwood on their
- 2 property as allowed under Civil Code § 3346;
- 3 7. Punitive damages as allowed by the law;
- 4 8. General damages for fear, worry, annoyance, disturbance, inconvenience, mental
- 5 anguish, emotional distress, loss of quiet enjoyment of property, personal injury,
- 6 and for such other and further relief as the Court shall deem proper, all according
- 7 to proof;
- 8 9. For all costs of suit incurred;
- 9 10. Prejudgment interest according to proof; and
- 10 11. Any other and further relief as the Court may deem just and proper.

COTCHETT, PITRE & McCARTHY, LLP

Dated: _____

By: 
_____ **FRANK M. PITRE**
Attorneys for Plaintiffs

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VIII. JURY DEMAND

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

COTCHETT, PITRE & McCARTHY, LLP

Dated: 11/13/17

By: 
FRANK M. PITRE
Attorneys for Plaintiffs

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