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FILED Superior Court of California
County of Butte
12/10/2018
By Kimberly Fleener, Clerk Deputy
Electronically FILED

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF BUTTE

14 CHARDONNAY TELLY, individually
and as successor in interest to the
15 ESTATE OF RICHARD CLAYTON
BROWN,

16 Plaintiff,

17 v.

18 PACIFIC GAS & ELECTRIC
19 COMPANY, a California corporation;
PG&E CORPORATION, a California
20 corporation; and DOES 1 through 20,
inclusive,

21 Defendants.
22
23
24
25
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Case No. 18CV03994

**COMPLAINT FOR DAMAGES AND
DECLARATORY RELIEF:**

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
9. VIOLATION OF CAL. BUS. & PROF. CODE § 17500
10. INJUNCTION UNDER CAL. BUS. & PROF. CODE § 17535
11. WRONGFUL DEATH
12. SURVIVAL ACTION

JURY TRIAL DEMANDED

Action Filed: TBD
Trial Date: To Be Assigned

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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**”) repeated and willful disregard
7 for public safety in failing to manage the risks associated with the operation of their
8 facilities and equipment.

9 2. **PG&E’s** abdication of responsibility for assessing the effectiveness of
10 their risk management practices to prevent catastrophic wildfires is exacerbated by
11 the fact that those charged with managing wildfire risks choose to ignore the lessons
12 learned from the Butte and North Bay Wildfires. These events exposed serious
13 problems with the efficacy of the practices **PG&E** relies upon to prevent wildfires.
14 As described by one senior officer of **PG&E** charged with assessing **PG&E’s** overall
15 Risk Management Program prior to the San Bruno explosion in 2010, “***PG&E lacks***
16 ***a well defined documented risk policy/standard at the enterprise level. One***
17 ***that explains PG&E’s overall risk assessment methodology; defines the lines***
18 ***of business roles and responsibility; specifies the requirements for***
19 ***performing and documenting risks; links risk assessments to controls, self-***
20 ***assessment, reviews and audits; and specifies the requirements for metrics to***
21 ***track the risks.***”

22 3. Given the calamities experienced by the victims of the Butte Fire in
23 Calaveras County in 2015, the North Bay Fires in 2017 and the recent Camp Fire, it
24 is clear that **PG&E’s** dysfunctional risk assessment methodologies have not
25 improved. **PG&E** has spent millions of dollars on media advertising, instead of
26 investing to upgrade infrastructure and revamp their vegetation management
27 practices, demonstrating that **PG&E** places its reputation above public safety.
28 **PG&E** refuses to authorize audits of its wildfire risk management practices by

1 independent consultants to provide objective assessments of whether their policies
2 are effective. Rather, **PG&E** conducts self-audits of its practices which fail to
3 accurately evaluate the safety risks posed to the public. As a result, **PG&E** promotes
4 a false and misleading picture of their ability to safely supply its customer base, and
5 the public, with a safe supply of electricity.

6 4. This callous and despicable disregard for the safety of California
7 communities is underscored by **PG&E's** diversion of necessary safety related
8 expenditures into funding corporate bonuses, boosting shareholder profits, and/or
9 fueling advertising campaigns -- while ignoring the serious and irreparable nature of
10 the public safety threat posed by its aging infrastructure and ineffective vegetation
11 management practices. As a result, the people of the State of California have paid
12 for corporate greed with the lives of their loved ones, their homes, and their most
13 cherished belongings. This action seeks not only the recovery of damages on behalf of
14 Plaintiffs herein, but also seeks to: (1) stop **PG&E** officers and directors from
15 spending the company's monopolistic profits and ratepayer assessments on
16 advertising to promote a false and misleading picture of safety surrounding their
17 operations; and (2) recoup all monies spent by **PG&E** for advertising to promote their
18 false image of safety since September 9, 2010.

19 **II. BACKGROUND**

20 **A. THE START**

21 5. On the morning of November 8, 2018, a fire began in Butte County
22 which would eventually ravage the towns of Paradise and several other communities
23 including Concow (hereinafter "Camp Fire"). The first reported sighting of a fire that
24 morning was near Pulga Road and Camp Creek Road, northeast of the Town of
25 Paradise. The discovery of the fire coincided with a reported malfunction in one of
26 **PG&E's** transmission lines just minutes earlier, the Caribou-Palermo 115kV
27 Transmission Line, which is more than fifty (50) years old. Approximately thirty
28 minutes after the first malfunction, a second power outage was reported by **PG&E** in

1 its power lines near Concow, just east of Paradise.

2 6. Fanned by high winds, the fire spread at an estimated rate of a football
3 field every second. By around 8 a.m., the fire had reached Paradise, a scenic forest
4 community nestled in the Sierra foothills with a population of 26,000, many of them
5 seniors, retirees, and families seeking to escape the high cost of living found in other
6 California cities.

7 7. Many residents had little, to no, warning of the approaching blaze and
8 were forced into bottlenecks of traffic in a desperate attempt to escape on the few
9 small roads out of town. Vehicles waited in bumper-to-bumper traffic hoping to
10 outpace the flames as the enveloping smoke turned the mid-day sky to night. By the
11 end of the day, the Camp Fire had destroyed nearly all of Paradise and surrounding
12 communities, and inflicted horrific death and destruction.



Devastation of the Camp Fire¹

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¹ <https://www.firehouse.com/operations-training/wildland/news/21031685/at-least-five-people-dead-camp-wildfire-paradise-chico-ca-firefighters>

1 **B. THE PLIGHT OF PLAINTIFF CHARDONNAY TELLY,**
2 **Individually and as Personal Representative and Successor in**
3 **Interest to the ESTATE OF RICHARD CLAYTON BROWN**

4 8. Plaintiff and registered intensive care nurse, **CHARDONNAY TELLY**,
5 reported to work at Feather River Hospital in Paradise on or about 6:45 AM on
6 November 8, 2018. When she learned of the approaching fire shortly after her
7 arrival, she telephoned her 74 year old father who lived in nearby Concow,
8 **RICHARD CLAYTON BROWN**, to warn him of the danger. A friend answered and
9 promised to look in on **Mr. BROWN**.

10 9. Although worried about her father, **CHARDONNAY** then accompanied
11 a critically ill patient in respiratory distress into an ambulance, with the goal of
12 evacuating Feather River Hospital for Enloe Hospital, which was located out of the
13 immediate fire danger zone in the nearby town of Chico. Because she did not have
14 access to a ventilator, **CHARDONNAY** was forced to manually administer oxygen to
15 the patient at regular intervals via a bag valve mask.

16 10. The ambulance soon became trapped in bumper-to-bumper traffic with
17 flames on all sides. Cars outside were catching on fire and people were exiting their
18 vehicles to run from the flames. Although in fear of her life, **CHARDONNAY** stayed
19 with her patient and continued to manually administer oxygen.

20 11. Another ambulance evacuating patients from Feather River Hospital
21 was travelling in front of the vehicle in which **CHARDONNAY** was travelling.
22 When the other ambulance caught fire, **CHARDONNAY** and several other nurses
23 and EMTs were forced to evacuate the patients in the other ambulance and seek
24 shelter at a nearby home. The ambulance in which **CHARDONNAY** was travelling
25 pulled into the home's driveway.

26 12. **CHARDONNAY** helped safely secure the patients from the other
27 ambulance into the home's garage. She then continued to administer oxygen to her
28 patient in the ambulance, which remained parked in the driveway. As the patient's
heart rate and blood pressure began to stabilize, she assisted in defending the home

1 from the blaze in the midst of nearby explosions and falling trees. Over the course of
2 approximately an hour and a half, every other nearby home was swallowed in flames.
3 At one point, **CHARDONNAY** was told that when the house they were sheltering in
4 caught fire, the group's only recourse would be to wet themselves down and shelter in
5 the roadway.

6 13. Miraculously, the home was spared. When the fire danger finally
7 lessened, **CHARDONNAY** accompanied her patient in the ambulance back to
8 Feather River Hospital. Parts of the hospital were burning, but there were still
9 many patients gathered outside in need of care. After experiencing the speed at
10 which the flames had overcome her on the road, **CHARDONNAY** was wracked with
11 worry for her father **RICHARD CLAYTON BROWN**. Still, **CHARDONNAY**
12 stayed onsite for a further three hours to assist in stabilizing and evacuating patients
13 to safety.

14 14. At the time of the fire, **RICHARD CLAYTON BROWN** owned several
15 acres in Concow. **CHARDONNAY** later learned that although someone had driven
16 to the property in an attempt to check on her father, they arrived to find his cabin
17 engulfed in flames. Two other mobile homes and other structures on the property
18 were also destroyed in the fire.

19 15. Days after the fire, **CHARDONNAY** travelled to the property at her
20 first opportunity in a fruitless attempt to find her father alive. Over a week later,
21 she learned that his remains had been found underneath a vehicle on the property.

22 **C. AWARENESS OF THE FORESEEABLE RISK AND**
23 **CONSEQUENCE OF FAILING TO MANAGE THE WILDFIRE**
24 **RISK**

25 16. In the days leading up to the Camp Fire, weather forecasts predicted
26 high winds and low humidity which, coupled with dry vegetation, presented an
27 extreme risk of fire danger. This prompted the National Weather Service to issue a
28 Red Flag Warning for Butte County. Aware of these risks, **PG&E** began notifying
customers on November 6 that it may be proactively shutting off power in certain

1 affected Northern California counties in order to reduce the foreseeable and probable
2 risk of their equipment igniting a wildfire. Despite these warnings, **PG&E** ultimately
3 decided not to shut off power on November 8.

4 17. Prior to this event, **PG&E** was well aware of the catastrophic
5 consequences of failing to de-energize powerlines during conditions of high fire
6 danger and red-flag warnings. Little more than a year has passed since the North
7 Bay Counties mourned the losses of the North Bay Fires, which took 44 lives, and
8 only three years have gone by since the Butte Fire destroyed over 70,000 acres in
9 Calaveras County. **PG&E** was even aware of the risk high winds posed to the
10 specific transmission lines near Pulga as five steel support towers were toppled
11 during a 2012 storm. But in the face of this predictable risk, **PG&E** decided not to
12 take the simple and easy fail safe step of flipping the switch and shutting off power to
13 the circuits in areas of extreme wildfire danger so that its overhead electrical
14 equipment, which has proven to be a likely source of wildfires and potentially the
15 most prevalent cause of fires in California, would not serve as the spark to yet
16 another deadly and destructive wildfire.

17 18. The Camp Fire was an inevitable byproduct of **PG&E's** willful and
18 conscious disregard of public safety. **PG&E**, although mandated to do so, failed to
19 identify, inspect, manage, and/or control vegetation growth near its power lines
20 and/or other electrical equipment. This created a clear and present danger of trees
21 and/or other vegetation coming into contact with **PG&E's** power lines and/or other
22 electrical equipment and causing electrical problems. Further, **PG&E** failed to
23 construct, manage, track, monitor, maintain, replace, repair, and/or improve its
24 transmission and distribution lines, appurtenant equipment, poles, transformers,
25 conductors, insulators, "jumper" cables, reclosers, and/or other electrical equipment,
26 despite being aware that its infrastructure was unsafe, aging, and/or vulnerable to
27 environmental conditions. **PG&E's** risk mitigation systems were knowingly
28 ineffective in assessing deficiencies in its wildfire safety programs, vegetation

1 management programs, maintenance and inspection programs. Moreover, **PG&E's**
2 officers, employees, and/or agents abdicated their responsibility of oversight, auditing
3 and/or evaluation of mitigation measures used to prevent against the risk of wildfires
4 caused by operation of its equipment.

5 19. **PG&E's** officers, employees, and/or agents continually and repeatedly
6 add insult to injury by using misleading and/or untrue advertising related to
7 **PG&E's** mitigation measures, including maintenance and inspection of electrical
8 equipment and facilities, as well as vegetation management, used to prevent the risk
9 of wildfires caused by the operation of its equipment, which foreseeably and
10 unreasonably misled **PLAINTIFFS** and the residents of Paradise and California,
11 generally, related to the risk of catastrophic wildfires caused by **PG&E's** equipment.
12 Not to mention, **PG&E's** misleading and untrue media posts during the Camp Fire,
13 which indicated that while a wildfire was probable, it had not occurred yet. This was
14 over an hour after the fire had started, homes had been destroyed, and people were
15 fleeing for their lives. This misleading media contributed to and/or caused a false
16 sense of security for **PLAINTIFFS** and/or residents of Paradise, generally, who were
17 deprived of adequate and/or proper advance warning, then left with no other option
18 but to make a desperate attempt to escape while the fire was descending upon them.

19 **III. JURISDICTION AND VENUE**

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

27 21. Venue is proper in this County because substantially all of the events,
28 acts, omissions, and/or transactions complained of herein occurred in/or originated

1 from Butte County, State of California.

2 **IV. THE PARTIES**

3 **A. PLAINTIFFS**

4 22. **PLAINTIFF CHARDONNAY TELLY** is the surviving daughter of
5 **RICHARD CLAYTON BROWN**, now deceased. **PLAINTIFF CHARDONNAY**
6 **TELLY** is also the Personal Representative and Successor in Interest (as that term
7 is used in California *Code of Civil Procedure* section 377.35) to the **ESTATE OF**
8 **RICHARD CLAYTON BROWN**.

9 23. All of the damages alleged herein occurred in and around Butte County
10 and arose from the Camp Fire, as set forth in more detail below.

11 **B. DEFENDANTS**

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

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

25 a. **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY**
26 operate as a single business enterprise operating out of the same building
27 located at 77 Beale St, San Francisco, California for the purpose of
28 effectuating and carrying out **PG&E CORPORATION**’s business and

- 1 operations and/or for the benefit of **PG&E CORPORATION**;
- 2 b. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
- 3 do not operate as completely separate entities, but rather, integrate their
- 4 resources to achieve a common business purpose;
- 5 c. **PACIFIC GAS & ELECTRIC COMPANY** is so organized and controlled,
- 6 and its decisions, affairs and business so conducted as to make it a mere
- 7 instrumentality, agent, conduit and/or adjunct of **PG&E CORPORATION**;
- 8 d. **PACIFIC GAS & ELECTRIC COMPANY**'s income contribution results
- 9 from its function, integration, centralization of management and economies
- 10 of scale with **PG&E CORPORATION**;
- 11 e. **PACIFIC GAS & ELECTRIC COMPANY**'s and **PG&E**
- 12 **CORPORATION**'s officers and management are intertwined and do not
- 13 act completely independent of one another;
- 14 f. **PACIFIC GAS & ELECTRIC COMPANY**'s and **PG&E**
- 15 **CORPORATION**'s officers and managers act in the interest of **PG&E**
- 16 **CORPORATION** as a single enterprise;
- 17 g. **PG&E CORPORATION** has control and authority to choose and appoint
- 18 **PACIFIC GAS & ELECTRIC COMPANY**'s board members as well as its
- 19 other top officers and managers;
- 20 h. **Despite** both being Electric Companies and Public Utilities, **PACIFIC**
- 21 **GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** do not
- 22 compete with one another, but have been structured, organized, and
- 23 businesses effectuated so as to create a synergistic, integrated single
- 24 enterprise where various components operate in concert one with another;
- 25 i. **PG&E CORPORATION** maintains unified administrative control over
- 26 **PACIFIC GAS & ELECTRIC COMPANY**;
- 27 j. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
- 28 are insured by the same carriers and provide uniform or similar pension,

- 1 health, life and disability insurance plans for employees;
- 2 k. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
- 3 have unified 401(k) Plans, pensions and investment plans, bonus programs,
- 4 vacation policies and paid time off from work schedules and policies;
- 5 l. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
- 6 invest these funds from their programs and plans by a consolidated and/or
- 7 coordinated Benefits Committee controlled by **PG&E CORPORATION**
- 8 and administered by common trustees and administrators;
- 9 m. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
- 10 have unified personnel policies and practices and/or a consolidated
- 11 personnel organization or structure;
- 12 n. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
- 13 have unified accounting policies and practices dictated by **PG&E**
- 14 **CORPORATION** and/or common or integrated accounting organizations
- 15 or personnel;
- 16 o. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION**
- 17 are represented by common legal counsel;
- 18 p. **PG&E CORPORATION's** officers, directors, and other management make
- 19 policies and decisions to be effectuated by **PACIFIC GAS & ELECTRIC**
- 20 **COMPANY** and/or otherwise play roles in providing directions and making
- 21 decisions for **PACIFIC GAS & ELECTRIC COMPANY**;
- 22 q. **PG&E CORPORATION's** officers, directors, and other management
- 23 direct certain financial decisions for **PACIFIC GAS & ELECTRIC**
- 24 **COMPANY** including the amount and nature of capital outlays;
- 25 r. **PG&E CORPORATION's** written guidelines, policies, and procedures
- 26 control **PACIFIC GAS & ELECTRIC COMPANY**, its employees, policies,
- 27 and practices;
- 28 s. **PG&E CORPORATION** files consolidated earnings statements factoring

1 all revenue and losses from **PACIFIC GAS & ELECTRIC COMPANY** as
2 well as consolidated tax returns, including those seeking tax relief; and/or,
3 without limitation; and

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

8 **C. DOE DEFENDANTS**

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

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

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

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

4 **V. STATEMENT OF FACTS**

5 **A. PG&E'S EQUIPMENT SPARKED THE MOST DESTRUCTIVE**
6 **AND DEADLY FIRE IN CALIFORNIA HISTORY**

7 28. On November 7, 2018, **PG&E** emailed a customer who owns property
8 near the location where the Camp Fire is suspected of originating. The **PG&E** e-mail
9 notified the customer that crews would need to access the **PG&E** equipment on her
10 land because **PG&E** was "having problems with sparks."²

11 29. The following morning at 6:15 a.m., **PG&E** reported a power outage on
12 its "Caribou-Palermo 115kV Transmission line" in the same area. Just eighteen
13 minutes later, at 6:33 a.m., the Camp Fire was first reported.

14 30. Later that day, **PG&E** conducted an aerial patrol of the area and
15 observed damage to the transmission tower on the same Caribou-Palermo 115kV
16 Transmission line, approximately one mile north-east of the town of Pulga, "in the
17 area of the Camp Fire."³ Five of the transmission towers in this exact area suffered
18 damage by winds in a 2012 storm and required replacement. The project took years
19 longer than planned and was not completed until 2016.⁴ It is not presently known
20 whether the tower damaged on November 8, 2018 was one of those replaced just two
21 years earlier or if it experienced the same failure mechanism as the towers damaged
22 in the 2012 storm.

23 31. Dispatch reports initially described the Camp Fire as a vegetation fire
24 "under the high tension power lines" near the Feather River and Poe Dam.
25 Firefighters arrived at the scene around 6:43 a.m. and confirmed that the fire was in

26 ² <https://sacramento.cbslocal.com/2018/11/12/pge-sparks-power-lines-camp-fire/>

27 ³ Id.

28 ⁴ <https://www.mercurynews.com/2018/11/19/pge-transmission-line-eyed-in-camp-fire-had-collapsed-during-2012-storm/>

1 fact located “underneath the transmission lines.”

2 **The Black Arrow Follows the Path of PG&E Transmission Lines with the**



15 **Black Circle Depicting the Suspected Area of Origin of the Camp Fire ⁵**

16

17 32. The first firefighter on the scene immediately realized the danger

18 presented by the fire. He reported to dispatch that “this has got the potential for a

19 major incident” and requested an additional 15 engines, four bulldozers, two water

20 tenders, four strike teams and hand crews. He further recommended the evacuation

21 of the nearby town of Pulga and requested air support. Shortly after arriving at the

22 scene, another firefighter estimated the growing fire to be about 10 acres with a

23 “really good wind on it.”

24 33. At 6:45 AM on November 8, 2018, while the fire near Pulga was already

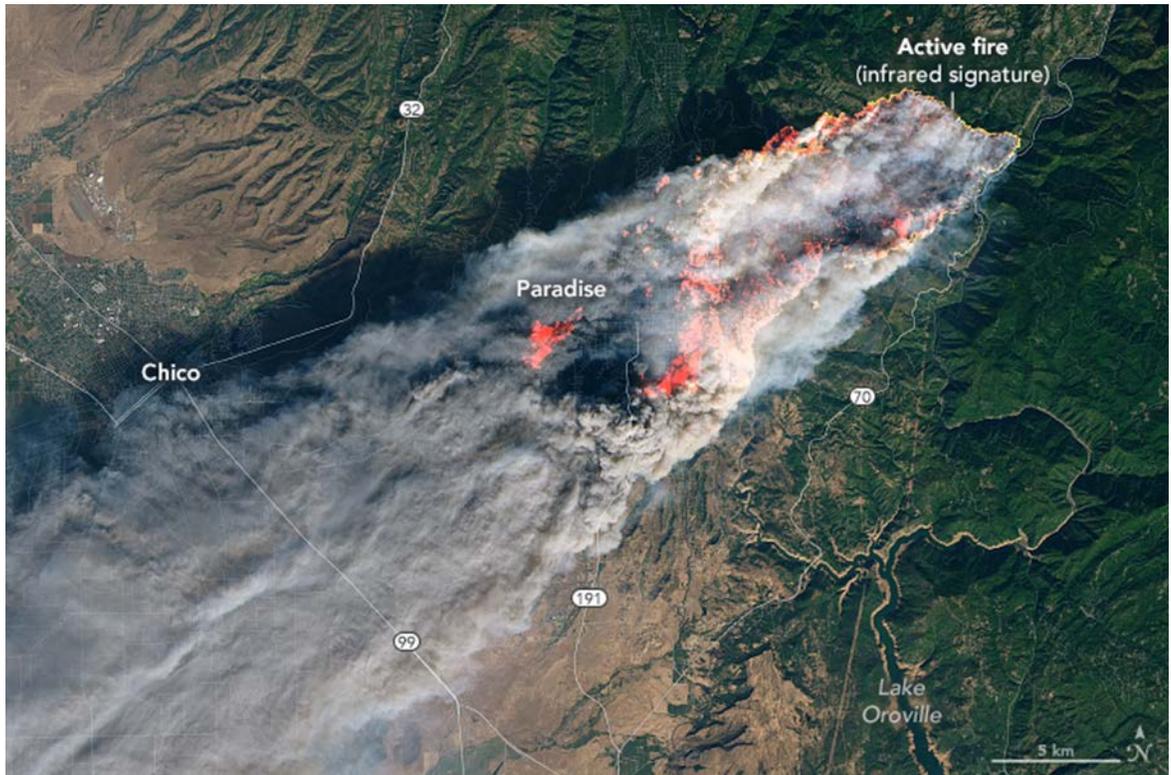
25 burning, PG&E reported a separate malfunction with a 12kV Big Bend 1101

26 distribution line in the nearby community of Concow. Cal Fire has reported that the

27 Concow location is a potential “second origin” for the Camp Fire.

28 ⁵ <https://www.kqed.org/news/11705306/pge-transmission-line-may-be-tied-to-disastrous-butte-county-fire>

1 34. Aided by high winds, the fire spread quickly and soon endangered
2 populated areas. By the night of November 8, an estimated 80 to 90 percent of the
3 nearby town of Paradise was destroyed. Residents of the town had only a matter of
4 moments to gather their families and attempt to escape the blaze. Many could not
5 escape and tragically perished.



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18 **Satellite View of Camp Fire, November 8, 2018⁶**

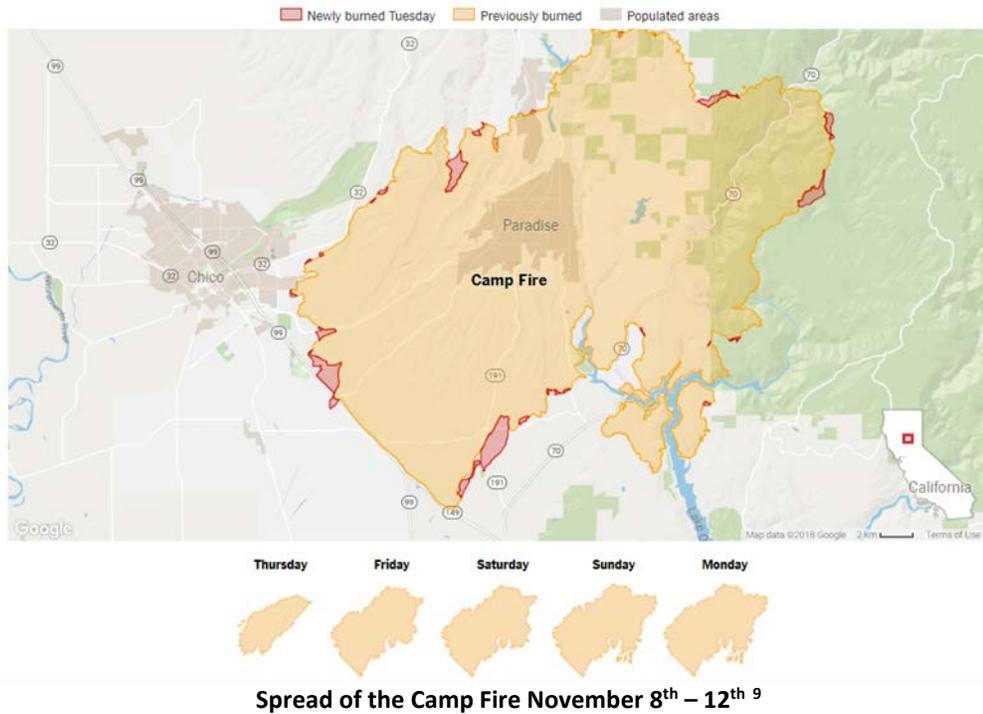
19 35. The Camp Fire was not 100% contained until November 25 and not
20 until it consumed more than 153,000 acres, and destroyed nearly 14,000 homes and
21 more than 4,800 additional structures.⁷ The official search for those that died in the
22 blaze was concluded on November 29, with 88 confirmed dead and nearly 200 still
23 listed as missing.⁸

24
25
26 ⁶ <https://earthobservatory.nasa.gov/images/144225/camp-fire-rages-in-california>

27 ⁷ <https://www.mercurynews.com/2018/11/25/deadly-camp-fire-now-100-percent-contained-fire-officials-say/>

28 ⁸ <https://www.nytimes.com/2018/11/29/us/victims-california-fires-missing.html>

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B. PG&E CONSIDERED PREEMPTIVELY SHUTTING OFF POWER TO MANY NORTHERN CALIFORNIA AREAS DUE TO EXTREME FIRE DANGER

36. **PG&E** was aware in advance of the Camp Fire of the extreme fire danger presented by weather conditions on November 8. Two days earlier, on November 6, **PG&E** activated its Emergency Operations Center (EOC) “due to forecasted weather conditions with increasing fire risk.”¹⁰

37. **PG&E** then began notifying customers that it might be shutting down power in certain Northern California counties on November 8 due to forecasted high winds and low humidity.



⁹ <https://www.nytimes.com/interactive/2018/11/11/us/california-fires-tracker.html>

¹⁰ PG&E’s November 27, 2018 Resolution ESRB-8 Compliance Report to CPUC.

1 38. PG&E followed up with 17 additional warnings over the next two days
2 advising that it was going to shut off power on the morning of November 8. PG&E's
3 warnings referenced forecasts of sustained winds of 20 to 30 miles per hour, with
4 gusts of 40 to 50 mph overnight Wednesday into Thursday and lasting until late
5 afternoon.¹¹

6 39. At 7:56 a.m. on the morning of November 8 – over an hour after the
7 Camp Fire had already started – PG&E was still reporting that it may be shutting
8 off power due to the “potential extreme fire danger”:

9
10 **ADVISORY FOR THURSDAY (11/8): Due to**
11 **evolving weather & potential extreme fire**
12 **danger, PG&E may proactively shutoff power**
13 **for safety to some customers in parts of**
14 **(counties): Lake, Napa, Butte, Plumas, Yuba,**
15 **Sierra, Placer and Nevada. Learn more:**
16 **<https://t.co/OkH27t2G52>**
17 **– PG&E (@PGE4Me) [November 8, 2018](#)**

18 PG&E's November 8 Tweet¹²

19 40. Despite these warnings, its own assessment of the potential for extreme
20 fire danger, and the fact that the Camp Fire was actively burning, PG&E callously
21 sent a tweet – **more than six hours after the Camp Fire started burning** –
22 defending its decision not to shut down power in Butte County that morning.
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27 ¹¹ <https://www.mercurynews.com/2018/11/09/pge-power-lines-may-have-sparked-deadly-butte-county-wildfire-according-to-radio-transmissions/>

28 ¹² Id.

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41. PG&E’s purported justification for not preemptively shutting off power was that **weather** conditions did not warrant the power shutoff; however, this ran contrary to PG&E’s own stated criteria for conducting preemptive power shutoffs.

42. PG&E represented to the public that they did an evaluation and developed factors to assess when a shutdown of power was warranted. They call this preemptive shutdown a “Public Safety Power Shutoff” or “PSPS.” According to PG&E, no single factor is determinative in PG&E’s decision to initiate a PSPS. On the morning the Camp Fire ignited, every one of PG&E’s factors supported the cutting of power.

PG&E’S DE-ENERGIZATION PROTOCOL	
<i>Factors</i>	<i>Actual Conditions</i>
<ul style="list-style-type: none"> • “Extreme” fire danger threat level, as classified by the National Fire Danger Rating System 	<ul style="list-style-type: none"> • 11/7/18: National Weather Service issued a strong wind advisory, which will “create critical fire weather danger”
<ul style="list-style-type: none"> • A Red Flag Warning declared by the National Weather Service 	<ul style="list-style-type: none"> • National Weather Service issued a Red Flag Warning on 11/7/18
<ul style="list-style-type: none"> • Low humidity levels, generally 20 percent and below 	<ul style="list-style-type: none"> • On 11/8/18 relative humidity ranged from a low of 11 to a high of 23, for an average of 16 percent.

<ul style="list-style-type: none"> • Sustained winds above approx. 25 mph and wind gusts in excess of approx. 45 mph 	<ul style="list-style-type: none"> • Sustained winds of 32 mph and gusts up to 52 mph at 4AM on the morning of the fire¹³
<ul style="list-style-type: none"> • Site-specific conditions such as temperature, terrain and local climate 	<ul style="list-style-type: none"> • Temperature 48°F at 6:00am; Hilly terrain; Hot summer Mediterranean climate
<ul style="list-style-type: none"> • Critically dry vegetation that could serve as fuel for a wildfire 	<ul style="list-style-type: none"> • Extended dry fall weather and periods of dry north winds causing low moisture content in live and dry fuels
<ul style="list-style-type: none"> • On-the-ground, real-time observations from PG&E field crew 	<ul style="list-style-type: none"> • Unknown

43. **PG&E** claims that its PSPS plan only applies to power lines that are 70kV or lower, meaning that higher voltage lines are not preemptively de-energized. This is different from other power utilities, such as San Diego Gas & Electric, which include long-distance transmission lines in its de-energization protocol.¹⁴ Had **PG&E** included the 115kV transmission line that malfunctioned near Pulga in its de-energization protocol and implemented the preemptive shutdown as indicated by its PSPS criteria, then the ignition of the Camp Fire would have been prevented.

44. In contrast to the 115kV transmission line, **PG&E** admits that the 12kV line near Concow – the location of the potential “second origin” for the Camp Fire – was one of the circuits which “would have been de-energized” in the event of a **PG&E** preemptive power shutoff.¹⁵ This line would never have malfunctioned – potentially igniting or exacerbating the spread of the Camp Fire – had **PG&E** heeded its own warnings and protocols, and preemptively de-energized this line.

C. PG&E KNEW ITS INFRASTRUCTURE WAS AGING AND UNRELIABLE

45. On May 6, 2013, a report was sent to the Safety and Enforcement

¹³ <https://www.mercurynews.com/2018/11/17/why-didnt-pge-shut-down-power-in-advance-of-deadly-camp-fire-heres-the-data/>

¹⁴ <https://www.bloomberg.com/news/articles/2018-11-28/pg-e-chose-not-to-cut-power-as-winds-raged-before-deadliest-fire>

¹⁵ Id.

1 Division of the CPUC from the **Liberty Consulting Group** who had been retained
2 to conduct an independent review of capital and operations and maintenance
3 expenditures proposed by **PG&E** (hereinafter the “2013 Liberty Report”).¹⁶ The **2013**
4 **Liberty Report** concluded that: “several aspects of the **PG&E** distribution system
5 present significant safety issues.” It also found: (a) “addressing risks associated with
6 electrical distribution components has been overshadowed by electric transmission
7 and gas facilities;” and (b) “addressing aging infrastructure and adding SCADA to
8 the system comprise the major focuses of safety initiatives for the distribution
9 system”.

10 **1. PG&E’s Wires Were Found Highly Susceptible to Failure**
11 **Due to Age**

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

21 **2. Many of PG&E’s Wires Do Not Remotely De-Energize**
22 **When Down and In a Hazardous State**

23 47. A second key finding of the 2013 Liberty Report was that upon review of
24 **PG&E’s** documents, on a daily basis and in 36 percent of cases, **PG&E** cannot
25 remotely de-energize a downed line and must send someone on-scene to manually
26 turn off the feed. During that time, the downed line is a hazard, and according to the
27 2013 Liberty Report, this hazard has “contributed to a number of fatalities and
28

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

1 injuries.”

2 48. **PG&E** has a long-standing practice of using reclosers throughout its
3 system to automatically restart power after interruptions, even though it knows
4 these devices may cause wildfires. Reclosers are circuit breakers equipped with a
5 mechanism that can automatically “reclose” the breaker and reenergize a power line
6 after it has been “opened” due to a fault. Many of **PG&E’s** reclosers are set to
7 reenergize the line up to three times after a fault.

8 49. Reclosers are key tools to prevent power blackouts, but if a fault occurs
9 from contact between a line and a tree or vegetation, reenergizing the line can ignite
10 fires. This danger is so significant that the other two major utilities in California,
11 San Diego Gas & Electric Company and Southern California Edison, have
12 reprogrammed their electrical systems during fire seasons to ensure that reclosers do
13 not automatically restart electrical currents after a service interruption.

14 50. **PG&E** knew that its reclosers posed a great risk of wildfire but has only
15 taken slow and incomplete steps to eliminate that risk. At a Congressional hearing
16 in 2015, **PG&E’s** Senior Vice President of Electrical Operations, Patrick Hogan,
17 stated that **PG&E** had the ability to reprogram its reclosers during fire season to not
18 restart power. Patrick Hogan claimed that shutting down power means “you take
19 the reliability hit, but you gain the wildfire benefit.”¹⁷

20 51. In contrast to San Diego Gas & Electric Company and Southern
21 California Edison having disabled all of their reclosers from reenergizing lines during
22 fire season, and despite its own knowledge of the dangers posed by reclosers, **PG&E**
23 began an experimental pilot program in 2017 to reprogram its reclosers that only
24 affected a limited area of California.

25 52. Even before the Butte Fire in 2015, **PG&E** began a process of replacing
26 all reclosers that can only be programmed or controlled on-site with reclosers that

27 _____

28 ¹⁷ <http://www.sfchronicle.com/bayarea/article/Power-line-restart-device-implicated-in-past-12324764.php>
(last accessed February 12, 2018).

1 can be remotely programmed and controlled. However, that process has been so slow
2 and deliberate many of its reclosers must still be programmed or controlled only at
3 the site where they are installed.

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

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

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

20 Unauthorized pole attachments are particularly
21 problematic. A pole overloaded with unauthorized
22 equipment collapsed during windy conditions and started
23 the Malibu Canyon Fire of 2007, destroying and damaging
24 luxury homes and burning over 4500 acres. Windstorms in
25 2011 knocked down a large number of poles in Southern
26 California, many of which were later found to be weakened
27 by termites, dry rot, and fungal decay.

28 Communication and other wires are not infrequently found
hanging onto roads or yards. Poles with excessive and/or
unauthorized attachments can put utility workers at risk.
Facilities deployed in the field may differ from what
appears on paper or in a utility's database.¹⁸

54. In the June 29, 2017 CPUC press release for the Order, the CPUC
President Michael Picker stated, "Plain old wooden poles, along with their cousins,
the underground conduits, are work horses, carrying most of our power and
telecommunications. They sometimes get crowded and fail, causing outages and fires
because of all the equipment crammed onto them." Further, "[n]ot knowing where all
the poles are and who owns them, how loaded they are, how safe they are, and

¹⁸ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M190/K872/190872933.PDF>.

1 whether they can handle any additional infrastructure, is problematic to both the
2 utilities and to the CPUC. Creating a database of utility poles could help owners
3 track attachments on their poles and manage necessary maintenance and
4 rearrangements, and can help the CPUC in our oversight role.”¹⁹

5 **4. PG&E Was Not Tracking the Condition of Its Electrical**
6 **Assets, Despite Its Aging Infrastructure**

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

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

19 **5. PG&E Knew that Its Down-Guy Design Was Flawed and**
20 **Could Cause Ground Currents That Create Arcing and**
21 **Spark Vegetation**

22 57. Electrical arcing is a process by which guy wires or “down-guys,” when
23 designed improperly and/or installed according to improper design, conduct ground
24 current at ground level during high winds, igniting fires to nearby vegetation. Guy
25 wires are the metal support cables that are used to tie electrical poles to the ground.
26 **PG&E** utilizes an inverted “V” shape design without any separation or in-line
27 insulators as an attempt to help its poles withstand high wind. However, in **PG&E’s**
28 sub-transmission design, **PG&E** does not separate the connection at the pole by 12

¹⁹ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M191/K560/191560905.PDF>.

1 inches, utilize any in-line insulator to prevent ground current from flowing, or utilize
2 a shunt so when ground current exists it does not cause an electrical arc. In addition,
3 if not properly maintained, the down-guys become loose. In high wind conditions,
4 when the poles sway and ground currents exist, arcing occurs. With the combination
5 of high winds, swaying poles, loose connections, two down-guys attached by a
6 common bolt, and ground current, electrical arcing occurs, igniting local vegetation.

7 58. It is believed that arcing from San Diego Gas & Electric wires was the
8 cause of the 2007 San Diego “Witch Creek” Fires, in addition to the 2003 Cedar and
9 Paradise Fires.

10 59. The down-guy design utilized by **PG&E** is a violation of CPUC General
11 Order Number 95. Industry experts have demonstrated to the CPUC and California
12 utilities how the dangerous design causes arcing and fires for over a decade. They
13 believe this design is unreasonably dangerous and that the fix is cheap and easy.
14 CPUC General Order Number 95 sets forth two possible solutions: either have a 12-
15 inch separation on a pole; or add an in-line insulator. An additional solution is adding
16 a shunt from the down-guy anchor to the down-guy itself. All three inexpensive
17 solutions prevent electrical arcs at ground levels that ignite fires.

18 **D. PG&E RECKLESSLY ADOPTED IS VMII PROGRAM WHERE IT**
19 **PAID CONTRACTORS TO CUT FEWER TREES**

20 60. **PG&E’s** Vegetation Management Program performs two types of tree
21 work: annual routine compliance tree work and reliability tree work.

22 61. Annual routine compliance work focuses on maintaining regulatory
23 distances between energized conductors and vegetation. Reliability tree work”
24 focuses on locations where there has been a history of vegetation-related outage
25 problems based on three historical indexes: System Average Interruption Frequency
26 Index (“SAIFI”), Customer Experiencing Multiple Interruption (“CEMI”), and System
27 Average Interruption Duration Index (“SAIDI”).

28 62. In 2006, **PG&E’s** Vegetation Management Program adopted the

1 “Vegetation Management Incentive Initiative” (“VMII”). The ostensible purpose of
2 VMII was to reduce the annual routine compliance tree work and share the resulting
3 cost savings with the contractors whose compensation would be reduced by the loss of
4 actual work. The actual purpose of VMII was to shift costs from annual routine
5 compliance work to fund additional reliability work.

6 63. For example, in 2011, **PG&E** set a goal to reduce routine “units” worked
7 from 1.18 million trees in 2011 to 1 million in 2012 in order to increase the amount of
8 money available for reliability work by \$20 million. In 2012, **PG&E** set a goal to goal
9 to reduce routine “units” worked by 25 percent in 2013 in order to increase the
10 amount of money available for reliability work by \$35 million. In 2013, **PG&E** only
11 performed routine patrol inspections on 75 percent of its distribution circuits, using
12 the cost savings to increase its reliability patrols. In 2014, **PG&E** set a goal to
13 reduce routine units worked by 7.5 percent annually through 2016.

14 64. Between 2006 and 2013, **PG&E** actually reduced the number of
15 routine trees worked from 1.7 million to 1.25 million in 2013, paid contractors \$85
16 million, and increased reliability spending by \$134 million. During that time,
17 customer satisfaction as measured by SAIFI increased by 40 percent.

18 65. Most of **PG&E’s** annual routine compliance work is performed in rural
19 areas in California, while most of **PG&E’s** “reliability” work is performed in the more
20 densely populated urban or semi-urban areas where outages will generate more
21 complaints per square mile than in the rural counties served by **PG&E**. Although
22 the actual vegetation management work performed in the annual routine compliance
23 patrols and the reliability patrols is virtually the same, **PG&E’s** only comprehensible
24 rationale for differentiating the “two types of work” is that the “reliability” work is
25 directed at reducing statistical measurements of customer dissatisfaction over
26 outages and that goal can be better accomplished by concentrating on work in urban
27 or semi-urban areas at the expense of work needed in rural areas.

28 66. Under **PG&E’s** bonus incentive program, reducing the number of

1 customer complaints over outages leads to an increased likelihood of increases in
2 executive and management bonuses.

3 **E. PG&E FAILED TO FULLY EMPLOY LiDAR TO IDENTIFY**
4 **HAZARD TREES**

5 67. LiDAR (*an acronym for “Light Detection and Ranging”*) is a surveying
6 method that measures distances to a target by illuminating that target with a pulsed
7 laser light and measures the reflected pulses with a sensor. These light pulses, when
8 combined with other data recorded by the system, orthoimagery, and hyperspectral
9 data, can generate precise three-dimensional images and information about the
10 shape of the Earth and objects such as buildings or trees.

11 68. When used in a vegetation management program for electric utilities,
12 LiDAR scans and analyses can be used to identify trees that have the potential for
13 contacting conductors, whether because of proximity to the conductors or are dead,
14 diseased, or dying. Annual LiDAR scans and analyzes the electric system the change
15 in the dead or diseased vegetation by comparing one year's data to the prior year's
16 inventory of dead or diseased trees. When the analysis is conducted over a subset
17 dataset, it can provide a statistical understanding in the percent change in
18 vegetation identified as dead or diseased.

19 69. **PG&E’s** use of LiDAR is funded by its “Catastrophic Event
20 Memorandum Account” (“CEMA”). If a catastrophic event is declared a state of
21 emergency by the state or federal government, then utilities like **PG&E** can record
22 costs caused by the event in this memorandum account. By recording these costs, the
23 utilities can later ask for recovery of these costs from the CPUC.

24 70. In 2014, **PG&E** began to use LiDAR to scan and analyze small sections
25 of its electric transmission and distribution system. In 2015, **PG&E** employed a
26 contractor who created spatially accurate alignment information for approximately
27 10 percent of **PG&E** distribution lines using LiDAR and imagery. The contractor
28 identified 2.2 million “Hazard Trees” in the LiDAR data having the potential to fail-

1 in or encroach on distribution lines, performed “dead and diseased analysis” on 1.6
2 million trees, and identified 23,000 trees as potentially dead or diseased.

3 71. In 2015, for some unfortunate reason **PG&E** scheduled the LiDAR
4 contractor’s deliverables for October 2015 at the very tail end of California’s fire
5 season. The contractor’s final product identified the 44 foot-tall gray pine that
6 started the Butte Fire as a “Hazard Tree” that had the potential to fall into one of
7 **PG&E’s** distribution lines, but unfortunately **PG&E** received the information over a
8 month after the Butte Fire started.

9 72. In 2016 and 2017, **PG&E** again employed LiDAR technology to scan and
10 analyze its electric transmission and distribution system, but only employed the
11 technology in limited sections of that system, and again scheduled the deliverables at
12 the tail end of the California wildfire season.

13 **F. PG&E KNEW ITS ELECTRICAL EQUIPMENT WAS UNSAFE**

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

21 74. The dangers posed by reclosers are so significant that the other two
22 major utilities in California, San Diego Gas & Electric Company and Southern
23 California Edison, have reprogrammed their electrical systems during fire seasons to
24 ensure that reclosers **do not** automatically restart electrical currents after a service
25 interruption. In contrast, **PG&E** began an experimental pilot program in 2017 in
26 limited parts of California to reprogram its reclosures.

27 75. **PG&E** knew that its reclosures posed a great risk of wildfire. At a
28 Congressional hearing in 2015, **PG&E’s** Senior Vice President of Electrical

1 Operations, Patrick Hogan, stated that **PG&E** had the ability to reprogram its
2 reclosures during fire season to not restart power. Patrick Hogan claimed that
3 shutting down power means “you take the reliability hit, but you gain the wildfire
4 benefit.”²⁰ **PLAINTIFFS** believe that despite this knowledge and ability, **PG&E**
5 never reprogrammed all of its reclosures to prevent wildfires.

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

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

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

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

28 ²⁰ <http://www.sfchronicle.com/bayarea/article/Power-line-restart-device-implicated-in-past-12324764.php>.

1 2010.

2 Given PG&E's excessive profits over the period of the
3 Overland Audit, there is no reason to believe that
4 Overland's example regarding GT&S operations between
5 2008 and 2010 was unique. The IRP Report supplements
6 the Overland Audit findings with additional examples of
7 PG&E management's commitment to profits over safety.
8 **Thus, it is evident that while the example of GT&S
9 underfunding between 2008 and 2010 might be
10 extreme, it was not an isolated incident; rather, it
11 represents the culmination of PG&E management's
12 long standing policy to squeeze every nickel it could
13 from PG&E gas operations and maintenance,
14 regardless of the long term "run to failure" impacts.
15 And PG&E has offered no evidence to the contrary.**²¹

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

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

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

24 **1. The 1981 San Francisco Gas Explosion**

25 80. A **PG&E** gas main in downtown San Francisco exploded in 1981, forcing
26

27 _____
28 ²¹ ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf.

1 30,000 people to evacuate. It took workers nine hours to shut off the gas main's
2 manual shut-off valves and stop the flow of gas that continued to feed the flames in
3 the interim.

4 2. **The 1991 Santa Rosa Gas Explosion**

5 81. Two people were killed and three others were injured when a **PG&E** gas
6 line exploded in Santa Rosa in December 1991. The pipeline was improperly marked,
7 failing to give proper notice to contractors working in the area. A contractor hit the
8 pipe with a backhoe, causing the pipe to leak and explode several months later.

9 3. **The 1994 Trauner Fire**

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

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

23 84. After the trial, a 1998 CPUC report revealed that **PG&E** diverted \$77.6
24 million from its tree-trimming budget to other uses from 1987 to 1994. During that
25 same time, **PG&E** under spent its authorized budgets for maintaining its systems by
26 \$495 million and instead, used this money to boost corporate profits. Despite this
27 public outing, **PG&E** continued its corporate culture of putting profits before safety.

28

1 **4. The 1996 Mission Substation Electrical Fire**

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

11 **5. The 1999 Pendola Fire**

12 86. A rotten pine, which the federal government determined **PG&E** should
13 have removed, fell on a power line, starting the Pendola Fire in 1999. It burned for
14 11 days and scorched 11,725 acres, mainly in the Tahoe and Plumas National
15 Forests. **PG&E** paid a \$14.75 million settlement to the U.S. Forest Service in 2009.
16 That year, the utility also reached a \$22.7 million settlement with the CPUC after
17 regulators found **PG&E** had not spent money earmarked for tree trimming and
18 removal toward those purposes.

19 **6. The 2003 Mission District Substation Fire**

20 87. In December 2003, a fire broke out at **PG&E's** Mission District
21 Substation in San Francisco. Despite signs of trouble appearing at control centers,
22 the fire burned for nearly two hours before **PG&E** operators showed up at the
23 Substation, found it full of smoke, and finally called the fire department. The source
24 of the fire was not located until five hours after it began. As a result, nearly one-third
25 of San Francisco's residents and business owners lost power, with some waiting over
26 24 hours for their power to be restored.

27 88. The CPUC report of the investigation, which was released in 2004,
28 illustrated **PG&E's** careless approach to safety and apparent inability to learn from

1 its past mistakes. An excerpt from the report describes the following:

2 Soon after undertaking the investigation of the 2003 fire,
3 CPSD [CPUC's Consumer Protection and Safety Division]
4 discovered that another fire had occurred at Mission
5 Substation in 1996. CPSD's investigation team conducted a
6 thorough analysis of both fires and found strikingly similar
7 contributing factors and root causes. CPSD's team further
8 determined that **PG&E** had not implemented the
9 recommendations resulting from its own investigation of
10 the 1996 fire. . . . **CPSD finds it quite troubling that
11 PG&E did not implement its own recommendations
12 from its own investigation of the 1996 fire.**²²

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

17 **7. The 2004 Sims Fire**

18 89. In July 2004, the Sims Fire burned over 4,000 acres of forest land in the
19 Six Rivers and Trinity National Forests. A federal lawsuit alleged that **PG&E** failed
20 to remove a decaying tree, which fell on a transmission line and ignited the blaze.

21 **8. The 2004 Freds Fire**

22 90. The Freds Fire started in October 2004 near Kyburz, El Dorado County,
23 California. A lawsuit filed by the United States Government claimed that employees
24 of **PG&E's** contractor lost control of a large tree they were cutting down. It fell onto
25 a **PG&E** power line and caused a fire that burned over 7,500 acres. **PG&E** and its
26 contractors paid \$29.5 million to settle the lawsuits over the Freds Fire and the Sims
27 Fire.

28 **9. The 2004 Power Fire**

 91. In October 2004, the Power Fire burned approximately 17,000 acres on
the Eldorado National Forest and on private timberlands. A federal lawsuit alleged
that the Power Fire was ignited by a lit cigarette that was dropped by a **PG&E** tree

²² <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF> (last accessed February 12, 2018).

1 trimming contractor. **PG&E** and its contractor paid the federal government \$45
2 million to settle the lawsuit.

3 **10. The 2005 San Francisco Electrical Explosion**

4 92. In August 2005, a **PG&E** electrical transformer exploded in the San
5 Francisco financial district at Kearny and Post Streets, severely burning a woman
6 who had been walking by. A lawsuit by the injured woman settled for an undisclosed
7 sum.

8 **11. The 2008 Rancho Cordova Explosion**

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

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

20 Contributing to the accident was the 2-hour 47-minute
21 delay in the arrival at the job site of a Pacific Gas and
22 Electric Company crew that was properly trained and
23 equipped to identify and classify outdoor leaks and to begin
24 response activities to ensure the safety of the residents and
25 public.²³

26 95. In November 2010, the CPUC filed administrative charges against
27 **PG&E** in connection with the Rancho Cordova explosion, alleging that **PG&E** was at
28 fault for the blast and that **PG&E** should have discovered the improper repair job
that caused the explosion, but failed to timely do so. As a result, the CPUC required

²³ http://docs.cpuc.ca.gov/published/Final_decision/146914-03.htm (last accessed February 12, 2018).

1 **PG&E** to pay a \$38 million fine.

2 **12. The 2008 Whiskey Fire**

3 96. The June 2008 Whiskey Fire burned more than 5,000 acres of land in
4 the Mendocino National Forest. The fire started when a gray pine tree that did not
5 have the required clearance from a **PG&E** transmission line came into contact with
6 the line. **PG&E** and its contractors agreed to pay \$5.5 million to settle a federal
7 lawsuit.

8 **13. The 2009 San Francisco Electrical Explosion**

9 97. In June 2009, a **PG&E** underground electrical vault exploded in San
10 Francisco's Tenderloin neighborhood, sending 30-foot flames and smoke into the air
11 for two hours. This explosion left thousands of people without power.

12 **14. The 2010 San Bruno Explosion**

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

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

28 100. Due to **PG&E's** corporate culture which repeatedly ignored public

1 safety, the CPUC launched an investigation into the manner by which PG&E
2 officers, directors, and/or managing agents establish safety policies and practices to
3 prevent catastrophic events. At the beginning of the investigation, the CPUC
4 President called out PG&E's ongoing safety violations:

5 Despite major public attention, ongoing CPUC
6 investigations (OIIIs) and rulemakings (OIRs) into PG&E's
7 actions and operations, including the investigations we
8 voted on today, federal grand jury, and California
9 Department of Justice investigation, continued safety
10 lapses at PG&E continue to occur.²⁴

11 15. The 2011 Cupertino Explosion

12 101. After the San Bruno explosion, in September 2011, PG&E caused a gas
13 explosion that partially engulfed a condominium in Cupertino, California. The
14 explosion was the result of cracked Aldyl-A plastic pipe.

15 102. Prior to the explosion, the manufacture of Aldyl-A, the NTSB, and the
16 federal Pipeline and Hazardous Materials Safety Administration had all issued
17 warnings about this type of plastic pipe that was prone to premature brittleness,
18 cracking, and failure dating back to at least 2002. Despite these warnings and
19 PG&E's knowledge of this risk, PG&E did nothing to prevent the explosion.
20 Although some utilities around the United States had been replacing Aldyl-A pipes,
21 PG&E did not have a replacement program to phase them out and adequately
22 protect the public.

23 16. The 2014 Carmel Explosion

24 103. In March 2014, a home in Carmel, California was destroyed due to a gas
25 explosion caused by PG&E. Prior to the explosion, PG&E was attempting to replace
26 a gas distribution line, but PG&E's legally inadequate records did not show that the
27 steel pipe had a plastic insert. When crews dug into the steel pipe to perform the

28 ²⁴ [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/
Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsOnPGESafetyCultureandEnforc
ementTheory.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsOnPGESafetyCultureandEnforcementTheory.pdf) (last accessed February 12, 2018).

1 replacement, the unknown plastic insert was pierced, allowing gas to leak through
2 the pipe and into the residence.

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

8 17. The 2015 San Francisco Transformer Explosion

9 105. In September 2015, a **PG&E** underground transformer exploded in San
10 Francisco’s Bernal Heights neighborhood. This explosion injured two people, one of
11 them critically.

12 18. The 2015 Butte Fire

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

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

26 108. Subsequent to the Butte Fire, in April 2017, the CPUC fined **PG&E** a
27 total of \$8.3 million for “failing to maintain its 12kV overhead conductors safely and
28 properly” and failing to maintain a minimum distance between its power lines and

1 vegetation. Cal Fire also sent **PG&E** a bill for \$90 million to cover state firefighting
2 costs. Despite these consequences, **PG&E** did not change, revise, or improve any of
3 its vegetation management practices after the Butte Fire, paving the way for another
4 massive wildfire.

5 **19. The 2017 North Bay Fires**

6 109. On or around the night of October 8, 2017, more than a dozen fires in
7 Sonoma, Napa, Mendocino, Solano, Lake, Butte, Calaveras, Nevada, and Yuba
8 Counties (collectively known as the “North Bay Fires”) ignited and caused
9 destruction on scale at the time which seemed unimaginable.

10 110. In just a few weeks, the fires caused the deaths of at least 44 people,
11 hospitalized over 185 individuals, displaced about 100,000 people who were forced to
12 leave their homes and search for safety, burned over 245,000 acres, and damaged or
13 destroyed an estimated 14,700 homes, 3,600 vehicles, and 728 businesses.

14 111. The North Bay Fires were caused by multiple points of failure in
15 **PG&E’s** electrical delivery system. Witnesses described electrical problems,
16 transformer explosions, transformer fires, arcing transformers, down power lines,
17 arcing power lines, and flames in trees.²⁵ Although the numerous fires constituting
18 the North Bay Fires had different points of origin, they all shared the same
19 underlying causes and arose from **PG&E’s** disregard of mandated safety practices
20 and foreseeable hazardous risks associated with its infrastructure.

21 112. Until the Camp Fire, the North Bay Fires were collectively the most
22 destructive fires in California’s history.

23 **I. THE CORPORATE CULTURE AT PG&E THAT PUTS PROFITS 24 BEFORE SAFETY**

25 113. Rather than spend the monopolistic profits it earns for infrastructure
26 maintenance and safety, **PG&E** redirects the money to enhancing its reputation as a
27 utility dedicated to customer safety and reliability, and paying lavish corporate

28 ²⁵ <http://www.mercurynews.com/2017/10/10/pge-power-lines-linked-to-wine-country-fires>

1 bonuses – irrespective of the catastrophic losses suffered by victims of wildfires in
2 recent years. This pattern and practice of favoring profits over having a safe and
3 well-maintained infrastructure, left **PG&E** vulnerable to an increased risk of a
4 catastrophic event such as the Camp Fire.

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

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

27
28

1 tragedy.”²⁶

2 116. **PG&E** fed its toxic culture when it purchased policies of insurance from
3 offshore companies in Bermuda, London, and elsewhere that expressly provide
4 coverage for punitive damages in amounts that exceed hundreds of millions of
5 dollars. These policies provide corporate security at the cost of public safety. This
6 contributed to a culture of reckless disregard for the safety of the residents of
7 Northern and Central California and contributed to causing the Camp Fire.

8 **1. PG&E Has Repeatedly And Continuously Diverted Safety**
9 **Funds**

10 117. In an investigation covering 1994 to 1998, CPUC staff accused **PG&E** of
11 more than 500,000 counts of violating state laws requiring utilities to keep trees
12 pruned a safe distance from overhead electric lines. Much of the incriminating
13 information cited by CPUC investigators was culled from the electric utility's own
14 records.

15 118. In another investigation by the CPUC and Overland (an independent
16 auditing company) covering 1997 to 2012, it was uncovered that **PG&E** diverted
17 more than \$100 million in gas safety and operations money collected from customers
18 and spent it for other purposes, including profit for stockholders and bonuses for
19 executives.

20 119. According to the audit, from 1999 to 2010, **PG&E** also collected \$430
21 million more than its guaranteed revenue from its gas-transmission and -storage
22 operations.

23 120. In a separate report, the CPUC concluded that in the three years
24 leading up to the 2010 San Bruno explosion, the company spent \$56 million annually
25 on an incentive plan for executives and "non-employee directors," including stock
26 awards, performance shares and deferred compensation.

27 121. According to **PG&E's** 2016 Annual Report to Investors:

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

1 The Utility **incurred costs of \$498 million**, pre-tax,
2 **during the year ended December 31, 2016 associated**
3 **with fines and penalties**. This includes costs of \$412
4 million, pre-tax, associated with **safety-related cost**
5 **disallowances** imposed by the California Public Utilities
6 Commission (the “CPUC”) in its April 9, 2015 decision in
7 the gas transmission pipeline investigations. The Utility
8 also recorded \$57 million, pre-tax, for disallowances
9 imposed by the CPUC in its final phase two decision of the
10 2015 Gas Transmission and Storage (GT&S) rate case for
11 **prohibited ex parte communications**. In addition, the
12 Utility accrued fines of \$26 million in connection with the
13 final decision approved by the CPUC on August 18, 2016 in
14 its investigation regarding **natural gas distribution**
15 **record-keeping practices** and \$3 million in connection
16 with the maximum statutory fine imposed on January 26,
17 2017 in the **federal criminal trial against the Utility**.

18 122. In 2017, Geisha Williams, **PG&E’s** chief executive officer, was awarded
19 \$8.6 million in total direct compensation, according to a **PG&E** filing with the
20 Securities and Exchange Commission. This was a 106% raise from her prior year’s
21 salary.

22 123. Nickolas Stavropoulos, chief operating officer and president of Pacific
23 Gas and Electric, **PG&E’s** utility subsidiary, received \$6.4 million in total direct
24 compensation in 2017, up 88.9% from his prior year’s salary.

25 124. According to public documents uncovered by two investigators from the
26 CPUC in July 2018, **PG&E** stocked away \$246 million dollars over the last 17 years
27 that was meant for undergrounding powerlines, which can help prevent wildfires in
28 zones that are prone to extreme wildfire danger, but **PG&E** did not use the funds to
29 do so.

30 125. **PG&E’s** advertising campaigns further highlight that avoiding
31 accountability – and not public safety – is its top priority. Instead of allocating all
32 available resources into maintenance, inspections, and fire safety, **PG&E** spent
33 millions on advertising, including full page newspaper ads and feel-good television
34 commercials, designed to distract the public from the fact that **PG&E** is a six-time
35 felon.

36 2. **PG&E Continually And Habitually Flaunts CPUC**

1 **Regulations And Investigations**

2 126. In 2007, the CPUC began working to tighten regulations on utilities and
3 force the utilities to create maps that detail where power lines present the highest
4 risk for wildfires. As of 2017, a decade later, the maps were still incomplete. And the
5 CPUC had not adopted strict new regulations.

6 127. A review of the mapping project shows that **PG&E** repeatedly asked to
7 slow down the effort, claiming for example in October 2016, that the CPUC’s plans to
8 complete the map by March of 2017 year was “too aggressive.” And in July 2017, the
9 utility called a proposed regulation to increase the wind speed that power poles must
10 sustain “arbitrary,” and that certain proposed regulations would “add unnecessary
11 costs to construction and maintenance projects in rural areas.” On Oct. 6, 2017—two
12 days before the deadly North Bay Fires—two administrative law judges assigned to
13 oversee the project granted yet another delay at the request of **PG&E** and other
14 utilities.

15 128. In response to **PG&E’s** repeated failure to correct its behavior and the
16 2010 San Bruno explosion, the CPUC’s Safety and Enforcement Division
17 commissioned a report, prepared by NorthStar Consulting Group, to determine
18 whether **PG&E’s** “organizational culture and governance prioritize safety and
19 adequately direct resources to promote accountability and achieve safety goals and
20 standards.” The NorthStar report concluded that while **PG&E** purportedly has been
21 making efforts to reduce incidents and increase safety since the 2010 San Bruno
22 explosion, “these efforts had been somewhat reactionary” and were not driven by a
23 “comprehensive enterprise-wide approach to addressing safety.”

24 129. The report was issued May 8, 2017 and made 61 separate
25 recommendations for **PG&E** to be completed before July 1, 2019. While **PG&E**
26 publicly supports the NorthStar recommendations, the CPUC has raised doubts that
27 **PG&E’s** enthusiasm is sincere. In one example, **PG&E** attempted to bolster its
28 commitment to safety in front of the CPUC by exaggerating the safety expertise of its

1 Directors. When asked to substantiate this expertise, **PG&E** could not provide any
2 support for its claim. This prompted the CPUC to question “whether **PG&E** truly is
3 changing its culture, or just trying to ‘check the boxes’.”²⁷

4 130. On April 26, 2018, **PG&E** agreed to pay \$97.5 million because it
5 engaged in prohibited communications with the CPUC and failed to timely report ex
6 parte communications from 2010 to 2014, in violation of CPUC rules.

7 131. As part of the settlement agreement, **PG&E** admitted to the following:

8 During the period from 2010 to 2014, PG&E committed
9 multiple violations of the Commission’s ex parte rules in
10 **Article 8 of the Rules of Practice and Procedure, through**
11 **communications that were either prohibited or not**
12 **reported to the Commission as required by these**
13 **rules.** On at least one occasion during this time period,
14 PG&E also **violated Rule 12.6 of the Commission’s**
15 **Rules of Practice and Procedure, which requires**
16 **that parties to settlement negotiations hold such**
17 **negotiations confidential, by disclosing to a**
18 **Commission decisionmaker the contents of ongoing**
19 **settlement negotiations.** Finally, by the totality of these
20 violations, PG&E also violated Commission Rule of
21 Practice and Procedure 1.1. Article II, § 2.1.B: Conduct
22 Harmful to Customers and Other Constituents PG&E’s
23 employees and agents engaged in communications with
24 decisionmakers at the Commission, as well as related
25 conduct that was harmful to the regulatory process.

18 132. **PG&E** specifically admitted to 12 violations, including:

- 19 - a conversation between Brian Cherry, **PG&E’s** Vice
20 President of Regulatory Affairs, and a CPUC
21 Commissioner about whether to bump
22 Administrative Law Judge Roscow from a
23 proceeding.
- 24 - A conversation between a **PG&E** attorney and a
25 CPUC Commissioner regarding a gas pipeline
26 project and possible ratepayers’ payment for
27 upgrading the gas system.
- 28 - A meeting between the CPUC President and a
29 **PG&E** officer regarding a “independent” forensic
30 analysis.

26 133. And **this** is not the first time **PG&E** has interfered and/or failed to

27 ²⁷ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M243/K614/243614812.PDF>

1 comply with an investigation as it was also found guilty of a felony for interfering
2 with the federal investigation of the 2010 San Bruno explosion.

3 **J. PG&E IS REQUIRED TO SAFELY DESIGN, OPERATE, AND**
4 **MAINTAIN ITS ELECTRICAL SYSTEMS AND THE**
5 **SURROUNDING VEGETATION**

6 134. At all times prior to November 8, 2018, **PG&E** had a duty to properly
7 construct, inspect, repair, maintain, manage and/or operate its power lines and/or
8 other electrical equipment and to keep vegetation properly trimmed and maintained
9 so as to prevent foreseeable contact with such electrical equipment. In the
10 construction, inspection, repair, maintenance, management, ownership, and/or
11 operation of its power lines and other electrical equipment, **PG&E** had an obligation
12 to comply with a number of statutes, regulations, and standards, including the
13 following.

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

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

22 137. Further, **PG&E** must follow several standards to protect the public from
23 the consequences of vegetation and/or trees coming into contact with its power lines
24 and other electrical equipment. Pursuant to Public Resources Code § 4292, **PG&E** is
25 required to “maintain around and adjacent to any pole or tower which supports a
26 switch, fuse, transformer, lightning arrester, line junction, or dead end or corner pole,
27 a firebreak which consists of a clearing of not less than 10 feet in each direction from
28 the outer circumference of such pole or tower.” Also, Public Resources Code § 4293
mandates **PG&E** to maintain clearances of four to 10 feet for all of its power lines,

1 depending of their voltage. In addition, “Dead trees, old decadent or rotten trees,
2 trees weakened by decay or disease and trees or portions thereof that are leaning
3 toward the line which may contact the line from the side or may fall on the line shall
4 be felled, cut, or trimmed so as to remove such hazard.”

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

11 139. **PG&E** knew or should have known that such standards and regulations
12 were minimum standards and that **PG&E** has a duty to identify vegetation which
13 posed a foreseeable hazard to power lines and/or other electrical equipment, and
14 manage the growth of vegetation near its power lines and equipment so as to prevent
15 the foreseeable danger of contact between vegetation and power lines starting a fire.
16 Further, **PG&E** has a duty to manage, maintain, repair, and/or replace its aging
17 infrastructure to protect public safety. These objectives could and should have been
18 accomplished in a number of ways, including, by not limited to, putting electrical
19 equipment in wildfire-prone areas underground, increasing inspections, developing
20 and implementing protocols to shut down electrical operations in emergency
21 situations, modernizing infrastructure, and/or obtaining an independent audit of its
22 risk management programs to ensure effectiveness.

23 140. Finally, in June of 2014, the CPUC directed **PG&E**, by way of
24 Resolution ESRB-4, to take remedial measures to reduce fires since the Governor had
25 declared a drought in January. In addition, the CPUC informed **PG&E** that it could
26 seek recovery of incremental costs associated with these remedial measures outside
27 of the standard funding process, i.e. the CPUC was agreeing to provide additional
28 funding on top of vegetation management funding already authorized in order to

1 make sure remedial measures would not go unperformed due to lack of funding.
2 “Although the Governor issued an Executive Order in April 2017 ending the Drought
3 State of Emergency, the declaration directed state agencies ‘to continue response
4 activities that may be needed to manage the lingering drought impacts to people and
5 wildlife.’ The California Tree Mortality State of Emergency issued in October 2015 by
6 Governor Brown regarding the bark beetle infestation and resulting tree mortality
7 remains in effect. The CPUC has not rescinded ESRB-4, and work by the utilities to
8 comply with it and the Tree Mortality Emergency continues.”²⁸

9 **VI. PLAINTIFFS’ LOSSES**

10 141. **PLAINTIFF CHARDONNAY TELLY** lost her beloved father
11 **RICHARD CLAYTON BROWN**. **Mr. BROWN**, a Vietnam veteran, was retired
12 and lived in the Concow area for more than 35 years. Known for repairing local
13 roads on his tractor and helping others in need, **Mr. BROWN** was beloved in the
14 community and was unofficially known as the “Mayor of Concow.”

15 142. **PLAINTIFF CHARDONNAY TELLY** likewise lost personal items
16 stored on her father’s property, including her wedding dress and other family
17 heirlooms as well as various tools, appliances, and other property.

18 143. At the time of the Camp Fire, decedent **RICHARD CLAYTON**
19 **BROWN** owned property consisting of several acres, located at 13377 Elerin Road in
20 Concow, California. The property included a cabin, in which **Mr. BROWN** resided,
21 as well as two mobile homes and other structures. All three of the homes burned in
22 the fire, as did other structures on the property, including a storage unit.

23 144. **PLAINTIFFS’** property and all of the personal items in and around the
24 structures destroyed at 13377 Elerin Road in Concow were completely destroyed in
25 the Camp Fire and are no longer ascertainable due to the intensity of the fire. As a
26

27 _____
28 ²⁸ [http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/PGE%20Vegetation
%20Management%20Spending.pdf](http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/PGE%20Vegetation%20Management%20Spending.pdf).

1 result of the fire and evacuation, **PLAINTIFFS** suffered major losses and damages
2 in an amount according to proof at trial.

3 **VII. CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **NEGLIGENCE**
6 **(Against All Defendants)**

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

9 146. The Camp Fire was a direct and legal result of the negligence,
10 carelessness, recklessness, and/or unlawfulness of **DEFENDANTS**, and/or each of
11 them. **DEFENDANTS**, and/or each of them, breached their respective duties owed
12 individually and/or collectively to **PLAINTIFFS** by, including but not limited to: (1)
13 failing to comply with the applicable statutory, regulatory, and/or professional
14 standards of care; (2) failing to timely and properly maintain, manage, inspect,
15 and/or monitor the subject power lines, electrical equipment, and/or adjacent
16 vegetation; (3) failing to properly cut, trim, prune, and/or otherwise keep vegetation
17 at a sufficient distance to avoid foreseeable contact with power lines; (4) failing to
18 trim and/or prune vegetation so as to avoid creation of a safety hazard within close
19 proximity of the subject power line; (5) failing to make the overhead lines safe under
20 all the exigencies created by surrounding circumstances and conditions; (6) failing to
21 conduct adequate, reasonably prompt, proper, effective, and/or frequent inspections
22 and/or repairs of the electrical transmission lines, wires, and/or associated
23 equipment; (7) failing to design, construct, monitor, and/or maintain electrical
24 transmission and/or distribution power lines in a manner that avoids the potential to
25 ignite a fire during long, dry seasons by allowing vegetation to grow in an unsafe
26 manner; (8) failing to install the equipment necessary and/or to inspect and/or repair
27 the equipment installed, to prevent electrical transmission and distribution lines
28 from improperly sagging, operating, and/or making contact with other metal wires
placed on its poles and igniting fires; (9) failing to keep equipment in a safe condition

1 and/or manage equipment to prevent fire at all times; (10) failing to de-energize
2 power lines during fire prone conditions; (11) failing to de-energize power lines after
3 the ignition of the Camp Fires; and/or (12) failing to properly train and to supervise
4 employees and/or agents responsible for maintenance and inspection of the
5 distribution lines and/or vegetation areas nearby these lines.

6 147. As a **direct** and legal result of **DEFENDANTS'** actions and/or
7 omissions, and/or each of them, **PLAINTIFF CHARDONNEY TELLY** was injured
8 in her health, strength, and/or activity in an amount according to proof at trial.

9 148. As a **further** direct and legal result of the premises, **PLAINTIFF**
10 **CHARDONNEY TELLY** was required to and/or continues to employ physicians and
11 other healthcare providers to examine, treat, and/or care for her injuries.
12 **PLAINTIFF** has incurred, and will continue to incur, medical and/or incidental
13 expenses in an amount according to proof at trial.

14 149. As a **further** direct and legal result of the premises, **PLAINTIFF**
15 **CHARDONNEY TELLY** has suffered and/or continues to suffer great mental pain
16 and suffering, including worry, emotional distress, humiliation, embarrassment,
17 anguish, anxiety, and/or nervousness. **PLAINTIFF** is informed and believes, and
18 upon such information and belief alleges, that such injuries have resulted in
19 debilitating injuries in an amount according to proof at trial.

20 150. As a **further** direct and legal result of the premises, **PLAINTIFF**
21 **CHARDONNEY TELLY** has suffered a loss of income, loss of earning capacity, loss
22 of profits, increased expenses due to displacement, and/or other consequential
23 economic losses in an amount according to proof at trial.

24 151. As a further direct and legal result of **DEFENDANTS'** actions and/or
25 omissions, and/or each of them, **PLAINTIFFS** have suffered damage to real
26 property, including the loss of vegetation, trees, and structures, the creation of
27 hydrophobic soil conditions, and a loss of use, benefit, goodwill, diminution in value,
28 and/or enjoyment of such property in an amount according to proof at trial.

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

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

11 154. **PG&E** has a virtual monopoly over the transmission and distribution of
12 electrical power to the areas affected by the Camp Fire and has individual contracts
13 with all residents and businesses in those areas to whom it distributes that electrical
14 power. The communities affected by the Camp Fire are all dependent upon the safe
15 transmission and distribution of that electrical power for continuous residential and
16 commercial usage, and **PG&E** has contractual, statutory, and public duties to
17 provide that electrical power in a manner that promotes those individual and public
18 interests.

19 155. The **potential** harms to **PLAINTIFFS** from wildfires such as the Camp
20 Fire was objectively foreseeable both in nature and in scope and were subjectively
21 known to **PG&E** from its long and tragic history of causing such wildfires.

22 156. As set forth above and as will be shown by proof, there is a high degree
23 of certainty that **PLAINTIFFS** have suffered those injuries and damages, and that
24 there is an extremely close connection between those injuries and damages and
25 **DEFENDANTS'** conduct. A high degree of moral blame is attached to
26 **DEFENDANTS'** conduct, and the policy of preventing future harm justifies both the
27 recognition of the existence of a duty of care owed by **DEFENDANTS** to all
28 **PLAINTIFFS** and the imposition of all damages described above.

1 and/or maintenance for a public use the power lines and/or other electrical
2 equipment, the power lines and/or other electrical equipment came in contact with
3 vegetation and/or broke, failed, fell down, sparked, and/or exploded, causing a
4 wildfire that burned thousands of acres, including property owned or occupied by
5 **PLAINTIFFS**. The fire damaged and/or destroyed **PLAINTIFFS'** real and/or
6 personal property.

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

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

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

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

25
26
27
28

1 **THIRD CAUSE OF ACTION**
2 **PUBLIC NUISANCE**
3 **(Against All Defendants)**

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

6 168. **PLAINTIFF CHARDONNAY TELLY, as Personal Representative**
7 **and Successor in Interest to the ESTATE OF RICHARD CLAYTON BROWN,**
8 owns and/or occupies property at or near the site of the fire which is the subject of
9 this action. At all relevant times herein, **PLAINTIFF** had a right to occupy, enjoy,
10 and/or use the property without interference by **DEFENDANTS**, and/or each of
11 them.

12 169. **DEFENDANTS**, and/or each of them, owed a duty to the public,
13 including **PLAINTIFF CHARDONNAY TELLY, as Personal Representative**
14 **and Successor in Interest to the ESTATE OF RICHARD CLAYTON BROWN**
15 herein, to conduct their business, in particular the maintenance and/or operation of
16 power lines, power poles, and/or electrical equipment on power poles, and adjacent
17 vegetation in proximity to their power lines in Butte County in a manner that did not
18 threaten harm or injury to the public welfare from operation of those power lines.

19 170. **DEFENDANTS**, and/or each of them, by acting and/or failing to act, as
20 alleged hereinabove, created a condition which was harmful to the health of the
21 public, including **PLAINTIFF CHARDONNAY TELLY, as Personal**
22 **Representative and Successor in Interest to the ESTATE OF RICHARD**
23 **CLAYTON BROWN**, and which interfered with the comfortable occupancy, use,
24 and/or enjoyment of **PLAINTIFF'S** property. **PLAINTIFF** did not consent,
25 expressly or impliedly, to the wrongful conduct of **DEFENDANTS**, and/or each of
26 them, in acting in the manner set forth above.

27 171. The hazardous condition which was created by and/or permitted to exist
28 by **DEFENDANTS**, and/or each of them, affected a substantial number of people
within the general public, including **PLAINTIFF CHARDONNAY TELLY, as**

1 **Personal Representative and Successor in Interest to the ESTATE OF**
2 **RICHARD CLAYTON BROWN** herein, and constituted a public nuisance under
3 Civil Code §§ 3479 and 3480 and Public Resources Code § 4171. Further, the ensuing
4 uncontrolled wildfire constituted a public nuisance under Public Resources Code §
5 4170.

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

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

26 174. As a further direct and legal result of the conduct of **DEFENDANTS**,
27 and/or each of them, **PLAINTIFF CHARDONNAY TELLY, as Personal**
28 **Representative and Successor in Interest to the ESTATE OF RICHARD**

1 **CLAYTON BROWN** has suffered, and will continue to suffer, discomfort, anxiety,
2 fear, worry, annoyance, and/or stress attendant to the interference with
3 **PLAINTIFF'S** occupancy, possession, use and/or enjoyment of the property, as
4 alleged above.

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

8 176. The conduct of **DEFENDANTS**, and/or each of them, is unreasonable
9 and the seriousness of the harm to the public, including **PLAINTIFF**
10 **CHARDONNAY TELLY, as Personal Representative and Successor in**
11 **Interest to the ESTATE OF RICHARD CLAYTON BROWN** herein, outweighs
12 the social utility of **DEFENDANTS'** conduct.

13 177. The individual and/or collective conduct of **DEFENDANTS** set forth
14 above, and/or each of them, resulting in the Camp Fire is not an isolated incident, but
15 is ongoing and/or a repeated course of conduct, and **DEFENDANTS'** prior conduct
16 and/or failures have resulted in other fires and damage to the public.

17 178. The unreasonable conduct of **DEFENDANTS**, and/or each of them, is a
18 direct and legal cause of the harm, injury, and/or damage to the public, including
19 **PLAINTIFF CHARDONNAY TELLY, as Personal Representative and**
20 **Successor in Interest to the ESTATE OF RICHARD CLAYTON BROWN**
21 herein.

22 179. **DEFENDANTS**, and/or each of them, have individually and/or
23 collectively, failed and refused to conduct proper inspections and to properly trim,
24 prune, and/or cut vegetation in order to ensure the sole delivery of electricity to
25 residents through the operation of power lines in the affected area, and
26 **DEFENDANTS'** individual and/or collective failure to do so exposed every member
27 of the public, including those residing in Butte County, to a foreseeable danger of
28 personal injury, death, and/or a loss of or destruction real and personal property.

1 suffer, the injuries and damages as set forth above.

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

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

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

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

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

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

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

24 **SIXTH CAUSE OF ACTION**
25 **TRESPASS**
26 **(Against All Defendants)**

27 191. **PLAINTIFFS** incorporate and re-allege by this reference each of the
28 paragraphs set forth as though fully set forth herein.

192. At all times relevant herein, **PLAINTIFF CHARDONNAY TELLY, as
Personal Representative and Successor in Interest to the ESTATE OF**

1 **RICHARD CLAYTON BROWN** was the owner, tenants, and/or lawful occupant of
2 property damaged by the Camp Fire.

3 193. **DEFENDANTS**, and/or each of them, in wrongfully acting and/or
4 failing to act in the manner set forth above, caused the Camp Fire to ignite and/or
5 spread out of control, causing harm, damage, and/or injury to **PLAINTIFF**
6 **CHARDONNAY TELLY**, as **Personal Representative and Successor in**
7 **Interest to the ESTATE OF RICHARD CLAYTON BROWN** herein, resulting in
8 a trespass upon **PLAINTIFF'S** property interests.

9 194. **PLAINTIFF CHARDONNAY TELLY**, as **Personal Representative**
10 **and Successor in Interest to the ESTATE OF RICHARD CLAYTON BROWN**
11 did not grant permission for **DEFENDANTS** to wrongfully act in a manner so as to
12 cause the Camp Fire, and thereby produce a wildland fire which spread and
13 wrongfully entered upon the property, resulting in the harm, injury, and/or damage
14 alleged above.

15 195. As a direct and legal result of the wrongful conduct of **DEFENDANTS**,
16 and/or each of them, which led to the trespass, **PLAINTIFF CHARDONNAY**
17 **TELLY**, as **Personal Representative and Successor in Interest to the**
18 **ESTATE OF RICHARD CLAYTON BROWN** has suffered and will continue to
19 suffer damages as set forth above, in an amount according to proof at trial.

20 196. As a further direct and legal result of the wrongful conduct of
21 **DEFENDANTS**, **PLAINTIFF CHARDONNAY TELLY**, as **Personal**
22 **Representative and Successor in Interest to the ESTATE OF RICHARD**
23 **CLAYTON BROWN**, whose land was under cultivation, and/or was used for raising
24 livestock or was intended to be used for raising livestock, have hired and retained
25 counsel to recover compensation for loss and damage and are entitled to recover all
26 attorney's fees, expert fees, consultant fees, and litigation costs and expenses, as
27 allowed under Code of Civil Procedure § 1021.9.

28 197. As a further direct and legal result of the conduct of **DEFENDANTS**,

1 **PLAINTIFF CHARDONNAY TELLY, as Personal Representative and**
2 **Successor in Interest to the ESTATE OF RICHARD CLAYTON BROWN** seeks
3 double and/or treble damages for the negligent, willful, and wrongful injuries to
4 timber, trees, or underwood on the property, as allowed under Civil Code § 3346.

5 198. As a direct and legal result of the wrongful acts and/or omissions of
6 **DEFENDANTS**, and/or each of them, **PLAINTIFF CHARDONNAY TELLY, as**
7 **Personal Representative and Successor in Interest to the ESTATE OF**
8 **RICHARD CLAYTON BROWN** suffered, and continues to suffer, the injuries and
9 damages as set forth above.

10 199. As a further direct and legal result of the wrongful acts and/or omissions
11 of **DEFENDANTS**, and/or each of them, **PLAINTIFF CHARDONNAY TELLY, as**
12 **Personal Representative and Successor in Interest to the ESTATE OF**
13 **RICHARD CLAYTON BROWN** seeks the recovery of punitive and exemplary
14 damages against **DEFENDANTS** as set forth above.

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

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

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

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

27 203. As a Public Utility, **DEFENDANTS**, and/or each of them, are required
28 to provide and maintain service, equipment and facilities in a manner adequate to
maintain the safety, health, and convenience of their customers and the public,

1 and/or in violation of law, set fire to and/or allowed fire to be set to the property of
2 another in violation of Health & Safety Code § 13007.

3 212. As a direct and legal result of **DEFENDANTS'** violation of Health &
4 Safety Code § 13007, **PLAINTIFFS** suffered recoverable damages to property under
5 Health & Safety Code § 13007.

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

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

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

15 **NINTH CAUSE OF ACTION**
16 **VIOLATION OF CAL. BUS. & PROF. CODE § 17500**
17 **(Against All Defendants)**

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

20 217. By engaging in the acts and/or omissions alleged in this Complaint,
21 **DEFENDANTS**, and/or each of them, willfully, negligently, carelessly, recklessly,
22 and/or in violation of law, made, caused to be made, and/or disseminated before the
23 public in this state untrue and/or misleading publications and/or other advertising
24 devices, public outcries and/or proclamations, including social media posts such as
25 Twitter, concerning PG&E's risk management services, including vegetation
26 management, maintenance, inspection, and operation of electrical equipment,
27 professional or otherwise, and/or concerning any circumstance or matter of fact
28 connected with the proposed performance and/or disposition thereof. And by the

1 exercise of reasonable care, **PG&E** knew and/or should have known to be untrue and/or
2 misleading.

3 218. In the years following the September 9, 2010 San Bruno fire and
4 explosion, PG&E attempted to rehabilitate its image with advertising and
5 representations that touted its purported commitment to safety and proactive
6 maintenance. This includes the following representation regarding maintenance to
7 electric transmission towers.

8 **PG&E's number one priority is providing our customers with safe, reliable**
9 **and affordable energy. As part of that commitment, we're advancing the**
10 **state of our electric infrastructure by extending the height of electric**
11 **transmission towers.**

12 **What is PG&E doing?**

13 We will be checking and adjusting the transmission lines which transport electricity
14 to our substations that feed the distribution lines responsible for serving our local
15 communities, businesses and residential customers. The adjustments may include:

- 14 • Modifying electric transmission towers
- 15 • Modifying electric substations
- 14 • Replacing or modifying transmission lines
- 15 • Replacing wooden poles

16 219. This publication is untrue and/or misleading in suggesting that **PG&E**
17 would be inspecting its electrical transmission towers and making necessary
18 adjustments. As discussed herein above, PG&E failed to discover and/or correct
19 equipment issues with the transmission tower that malfunctioned on November 8,
20 2018 despite the fact that five towers along the same line were knocked over during a
21 2012 storm.

22 220. In addition to the untrue and/or misleading publications already
23 referenced herein above, **PG&E** made and continues to make repeated untrue and/or
24 misleading publications regarding their vegetation management practices, including
25 but not limited to the television commercials transcribed below:

26 “Years of drought, millions of dead trees, extreme winds, and leading
27 scientists say there will be even more dangerous fires in the years
28 ahead. Our weather is becoming more extreme, and we all need to work
together to keep our neighborhoods safe. I'm Lisa Veliz Waweru from

1 PG&E. At PG&E, we are accelerating our forest management work in
2 high fire-threat areas, removing dead trees, trimming branches and
3 creating 12-foot safety clearances around power lines. As part of our
4 Community Wildfire Safety Program, we are implementing additional
5 safety measures, including a 24-hour Wildfire Safety Operation Center,
6 new early warning weather stations, and stronger power lines in high
7 fire-threat areas. And we want to make sure you know what steps you
8 can take, like cutting back vegetation around your home, having the
9 right emergency plan, and signing up for safety alerts. For more
10 information on how to keep you and your neighborhood safe, visit
11 pge.com/wildfiresafety”

12 “In 2017 California had the worst wildfire season on record scientists
13 say our weather is becoming more extreme and we all have to be better
14 prepared that's why PG&E; is adopting new and additional safety
15 precautions to help us monitor and respond to dangerous weather. hi
16 I'm Alison Bagley a meteorologist with PGA's community wildfire safety
17 program we're working now to enhance our weather forecasting
18 capabilities building a network of new weather stations to identify when
19 and where extreme wildfire conditions may occur so we can respond
20 faster and better we're installing cutting-edge technology to provide
21 real-time mapping and tracking of weather patterns and we use this
22 information in partnership with first responders and California's
23 emergency response systems to learn more about the community
24 wildfire safety program and how you can help keep your home and
25 community safe visit PGE.COM/wildfiresafety.”

26 “Wildfire season is here and we all need to be ready to address the
27 growing wildfire threat. PG&E has opened a new 24 hour Operations
28 Center the heart of the new community wildfire safety program this
Center helps us coordinate with our safety partners and it's directly
connected to our new weather stations network so we can monitor and
respond to extreme weather conditions even faster we're out right now
removing dead trees trimming vegetation back even farther and
strengthening existing lines we're working closely with California's
mutual
aid in emergency response systems and as a last resort we can turn off
power in the most extreme weather conditions to help keep you safer
wildfire season is longer than ever before winds are stronger and we
must all work together to address the growing threat of wildfires to
learn more about the community wildfire safety program and how you
can help keep your home and community safe visit [PGE dot-com slash
wildfire safety](http://PGE dot-com slash wildfire safety).”

“The greatest dangers up here in the North State are no doubt fires two
things happen first the fire department is dispatched and secondly they

1 call PG&E; dispatch center to activate PG&E; first responders to the
2 scene the writing fire department is an extremely proud and busy
3 department facing limited firefighter staffing with nearly 15,000 calls
4 out of eight stations we depend very heavily on mutual aid with our
5 neighboring fire agencies and PG&E is a big part of that effort. We rely
6 on PG&E extensively not only for the technical expertise and the
7 resources that they have but getting there quickly so that we can free up
8 critical emergency response resources their expedient response and
9 their professional services are essential to the successful outcome of any
10 incident and to that end our relationship has been very healthy
11 collectively and collaboratively we make a difference and I'm very proud
12 of what we do every day here in Redding”

13 “Every fire department every police department is part of a bigger
14 picture that bigger picture is statewide mutual aid California years ago
15 realize the need to work together teamwork is important to protect the
16 community but we have to do it the right way we have a working
17 knowledge and we can reduce the impacts of a small disaster but we
18 need the help of experts PG&E; is an integral part of our emergency
19 response team they're the industry expert with utilities whether it's a
20 gas leak or wired down just having someone there that deals with this
21 every day is is pretty comforting we each bring something to the table
22 that is unique and that is a specialty with all of us working together we
23 can keep all these emergencies small and the fact that we can bring it
24 together and effectively work together it's pretty special they bring their
25 knowledge their tools and equipment and the proficiency to get the job
26 done and the whole time I've been in the fire service PG&E; has been
27 there too whatever we need whenever we need it I do count on PG&E; to
28 keep our firefighters safe that's why we ask for their help”

19 “I'm April Kennedy and I'm an arborist with PG&E; in this years since
20 the onset of the drought more than a hundred and twenty nine million
21 trees have died in California PG&E; prunes and removes over a million
22 trees every year to ensure that hazardous trees can't impact our lands
23 and since the onset of the drought we've doubled our efforts I grew up in
24 the forest out in this area and honestly it's heartbreaking to see all
25 these trees die what guides me is ensuring that the public is going to be
26 safer and that these forests can be sustained and enjoyed by the
27 community in the future”

25 “Firefighting is a very dangerous profession we have one to two fires a
26 day and when you respond together and you put your lives on the line
27 you do have to surround yourself with experts and for us the expert in
28 gas electric is PG&E; we run about 2,500 to 2,800 fire calls a year and
on almost every one of those calls PG&E is responding to that call as
well and so when we show up to a fire and PG&E shows up with us it

1 makes a tremendous team during a moment of crisis. I rely on them.
2 The firefighters in this department rely on them. And so we have to
3 practice safety every day utilizing PG&E's talent and expertise in that
4 area trains our firefighters on the gas or electric aspect of a fire and
5 when we have an emergency situation we are going to be much more
6 skilled and prepared to mitigate that emergency for all concerned. The
7 things we do every single day that puts ourselves in harm's way and to
8 have a partner that is so skilled at what they do is indispensable and it
9 couldn't ask for a better partner”

10 “Wildfire season is here. Be prepared by signing up for alerts at
11 PG&E.COM/mywildfirealerts”

12 “In the years since the onset of the drought more than a hundred and
13 twenty nine million trees have died in California. P&GE [sic] prunes
14 and removes over a million trees every year to ensure that hazardous
15 trees can't impact our lands and since the onset of the drought we've
16 doubled our efforts. I grew up in the forest out in this area and honestly
17 its heartbreaking to see all these trees die. What guides me is ensuring
18 that the public is going to be safer and that these forests can be
19 sustained and enjoyed by the community in the future.”

20 “People like to live where nature is so we've got this wildland-urban
21 interface area we all of our parks and the best way to keep them healthy
22 is to come in and manage them. Hi my name is Eileen Tighly [sic] I'm
23 acting fire chief for East Bay Regional Park District's Fire Department.
24 What keeps me up at night is that people have a short memory they'll
25 forget the Oakland Hills fire storm that happened in 1991. We lost well
26 over 2000 homes. 26 people lost their lives. We really need to stay
27 vigilant especially with climate change. This area California is a fire
28 prone landscape. The one thing that we can control is the fuels. East
Bay Regional Park district partners with PG&E to annually find or
remove more than 1,000 acres of hazardous vegetation. PG&E is
accelerating its wildfire risk reduction program pruning around
overhead electrical lines reducing the fuel loads underneath those
electrical lines to help reduce the spread of wildfire what we're really
doing is making the property that's adjacent to their home safer PG&E;
East Bay Regional Parks District and our communities we're all in this
together to keep people safe.”

221. Moreover, the continual and/or repeated use and/or dissemination of
misleading and/or untrue advertising related to **PG&E's** mitigation measures,
including maintenance and inspection of electrical equipment and facilities, as well
as vegetation management, used to prevent the risk of wildfires caused by the
operation of its equipment, foreseeably and unreasonably misled **PLAINTIFFS** and

1 the residents of Paradise and California, generally, related to the risk of catastrophic
2 wildfires caused by **PG&E's** equipment. And in turn, gave **PLAINTIFFS** and the
3 residents of Paradise and California, generally, a false sense of security.

4 222. **PG&E** made further misleading and/or untrue publications regarding its
5 electrical risk management procedures, including precautions **PG&E** claimed to be
6 taking to mitigate the risk of extreme weather conditions. These misleading and/or
7 untrue claims, include but are not limited to, the following **PG&E** news release:

8 **“The safety of our customers and the communities we serve**
9 **is PG&E's top priority.** We know how much our customers rely
10 on electric service and would only consider temporarily turning off
11 power in the interest of safety, and as a last resort during extreme
12 weather conditions. **PG&E has a plan.** We want our customers to
13 have plans, too.”

14 223. This statement from **PG&E's** Vice President of Electrical Asset
15 Management, Kevin Dasso, fails to mention that de-energization of transmission lines
16 is not included in **PG&E's** “plan” or that **PG&E** may arbitrarily decide not to
17 implement its de-energization plan even when its own stated criteria call for de-
18 energization. Further, **PG&E's** avowed commitment to making safety its top priority
19 is misleading and/or untrue in light of **PG&E's** aforementioned diversion of safety
20 funds for other purposes, runaway executive compensation, and substantial
21 investments in misleading and/or untrue advertising.

22 224. Further, **PG&E's** misleading and untrue media posts during the Camp
23 Fire, which indicated that while a wildfire was probable, it had not occurred yet, was
24 over an hour after the fire had started, homes had been destroyed, and people were
25 fleeing for their lives. This misleading and untrue media contributed to and/or caused
26 **PLAINTIFFS** and/or residents of Paradise and the surrounding communities,
27 generally, to be misled regarding the existence of a wildfire and/or the imminent and
28 lethal nature of the fire, delaying **PLAINTIFFS's** evacuation efforts and leaving
them with no other option than to make a desperate attempt to escape at the last
minute.

1 243. As hereinabove alleged, **PLAINTIFF CHARDONNAY TELLY** has
2 standing to execute the Declaration appended hereto as Successor-in-Interest (as that
3 term is used in California *Code of Civil Procedure* section 377.35).

4 244. Had he survived, decedent **RICHARD CLAYTON BROWN** would have
5 been entitled to recover all such damages allowed pursuant to Code of Civil Procedure
6 § 377.30 under the causes of action alleged herein.

7 245. As set forth above, the Camp Fire destroyed **RICHARD CLAYTON**
8 **BROWN's** property, structures thereon including three homes and a storage unit, his
9 personal possessions and caused him fatal injuries.

10 246. The right to recover for these injuries, damages, harms and losses legally
11 rests with **PLAINTIFF CHARDONNAY TELLY, as Personal Representative**
12 **and Successor in Interest to the ESTATE OF RICHARD CLAYTON BROWN.**

13 247. Injuries, damages, harms and/or losses hereinabove described are the
14 direct and legal result of the negligence, carelessness, recklessness, unlawfulness and
15 malicious conduct of the **DEFENDANTS**, and each of them.

16 248. As a further direct and legal result of **DEFENDANTS'** wrongful conduct,
17 actions and/or omissions, expenses were incurred for the identification and/or removal
18 of Decedents' remains as well as associated medical and/or emergency services.

19 249. As set forth above and as will be shown according to proof, there is a high
20 degree of certainty that **PLAINTIFF CHARDONNAY TELLY, as Personal**
21 **Representative and Successor in Interest to the ESTATE OF RICHARD**
22 **CLAYTON BROWN** has suffered the injuries and damages set forth herein, and that
23 there is an extremely close connection between those injuries and damages and
24 **DEFENDANTS'** conduct. A high degree of moral blame is attached to
25 **DEFENDANTS'** conduct, and the policy of preventing future harm justifies both the
26 recognition of the existence of a duty of care owed by **DEFENDANT** to all
27 **PLAINTIFFS** and the imposition of all damages described herein.

28

1 250. The conduct alleged against **DEFENDANTS** herein causing injury,
2 damage, loss and harm to **PLAINTIFF CHARDONNAY TELLY, as Personal**
3 **Representative and Successor in Interest to the ESTATE OF RICHARD**
4 **CLAYTON BROWN** was malicious, willful, wanton and despicable as defined by Civil
5 Code § 3294. Such conduct subjected **PLAINTIFF** to cruel and unjust hardship in
6 conscious disregard of their rights, constituting oppression, for which **DEFENDANTS**
7 must be punished by the award of punitive and exemplary damages in an amount
8 sufficiently large to be an example to others and to deter **DEFENDANTS** and others
9 from engaging in similar conduct in the future.

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

11 **VIII. PRAYER FOR RELIEF**

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

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

- 16 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
17 personal and/or real property;
- 18 2. Loss of the use, benefit, goodwill, and enjoyment of **PLAINTIFFS'** real
19 and/or personal property;
- 20 3. Loss of wages, and/or earning capacity;
- 21 4. All costs of suit, including attorneys' fees where appropriate, appraisal fees,
22 engineering fees, and related costs;
- 23 5. Prejudgment interest according to proof;
- 24 6. For such other and further relief as the Court shall deem proper, all
25 according to proof.

26 **From All DEFENDANTS for Negligence, Public Nuisance, Private**
27 **Nuisance, Premises Liability, Trespass, Private Action Under Public**
28 **Utilities Code § 2106, Violation of Health & Safety Code § 13007, and**

1 **Violation of Cal. Bus. & Prof. Code § 17500:**

- 2 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
3 personal and/or real property;
- 4 2. Loss of the use, benefit, goodwill, and enjoyment of **PLAINTIFFS'** real
5 and/or personal property;
- 6 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or
7 any related displacement expenses;
- 8 4. Past and future medical expenses and incidental expenses according to
9 proof;
- 10 5. Treble damages for wrongful injuries to timber, trees, or underwood on
11 their property as allowed under Civil Code § 3346;
- 12 6. Treble damages in an amount according to proof for injuries to trees as
13 allowed under Code of Civil Procedure § 733;
- 14 7. Exemplary damages in an amount according to proof as allowed under Civil
15 Code § 3294;
- 16 8. Exemplary damages in an amount according to proof for wrongful injuries
17 to animals as allowed under Civil Code § 3340;
- 18 9. Exemplary damages in an amount according to proof as allowed under
19 Public Utilities Code § 2106;
- 20 10. General damages for fear, worry, annoyance, disturbance, inconvenience,
21 mental anguish, emotional distress, loss of quiet enjoyment of property,
22 personal injury, and for such other and further relief as the Court shall
23 deem proper, all according to proof;
- 24 11. Imposition of an injunction ordering **DEFENDANTS** to refrain from false
25 advertising related to their wildfire risk mitigation practices, including
26 vegetation management and inspection, maintenance and operation of
27 overhead electrical equipment and restitution of all amounts paid for
28 advertising that falsely promotes the safety of their operations since

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- September 9, 2010;
- 12. Imposition of an injunction ordering that **DEFENDANTS**, and each of them, stop continued violation of: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Public Resources Code §§ 4292, 4293, and 4435; and (d) Public Utilities Code § 451.
- 13. Issuance of an order directing **DEFENDANTS** to abate the existing and continuing nuisance they created;
- 14. Attorney’s fees, expert fees, consultant fees, and litigation costs and expense as allowed under Code of Civil Procedure § 1021.9;
- 15. Attorney’s fees as allowed under Code of Civil Procedure § 1021.5;
- 16. For all costs of suit incurred;
- 17. Prejudgment interest according to proof; and

From All DEFENDANTS for Wrongful Death:

- 1. Damages for loss of decedent **RICHARD CLAYTON BROWN’S** care, comfort, love, society, affection, moral support, emotional support, economic support, spousal consortium, household services, loss of guidance and mentorship.

From All DEFENDANTS for Survival Action:

- 1. Survival Damages, including both compensatory damages for items of real and personal property destroyed by **DEFENDANTS**, and punitive and exemplary damages awarded in favor of the estate by reason of the **DEFENDANTS’** oppressive, malicious, reckless conduct and the **DEFENDANTS’** conscious indifference to the rights of the decedent and **The Estate.**

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

1 Dated: December 10, 2018

WALKUP, MELODIA, KELLY & SCHOENBERGER

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1 **IX. JURY DEMAND**

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

3 Dated: December 10, 2018 WALKUP, MELODIA, KELLY & SCHOENBERGER

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