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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

17
18 **GREGORY WILSON**, an individual; and
19 **CHRISTINA WILSON**, an individual;

20 **Plaintiffs,**

21 v.

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

26 **Defendants.**

Case No. **CGC-17-562458**

COMPLAINT FOR:

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

JURY TRIAL DEMANDED

27
28
COMPLAINT

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

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

4 **I. INTRODUCTION**

5 1. This case arises from **PG&E CORPORATION** and/or **PACIFIC GAS &**
6 **ELECTRIC COMPANY’s** (collectively, “**PG&E**”) longstanding corporate culture of decision
7 making that places profits over public safety. **PG&E’s** well-documented disregard for safety
8 regulations, and blindeye towards the use of effective maintenance and inspection practices for
9 their facilities and equipment in light of an aging infrastructure, lies at the root of the various
10 factors which caused and/or contributed to causing some of the most destructive and deadly
11 wildfires California has ever seen (collectively, “**North Bay Fires**”), including the Tubbs Fire.

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

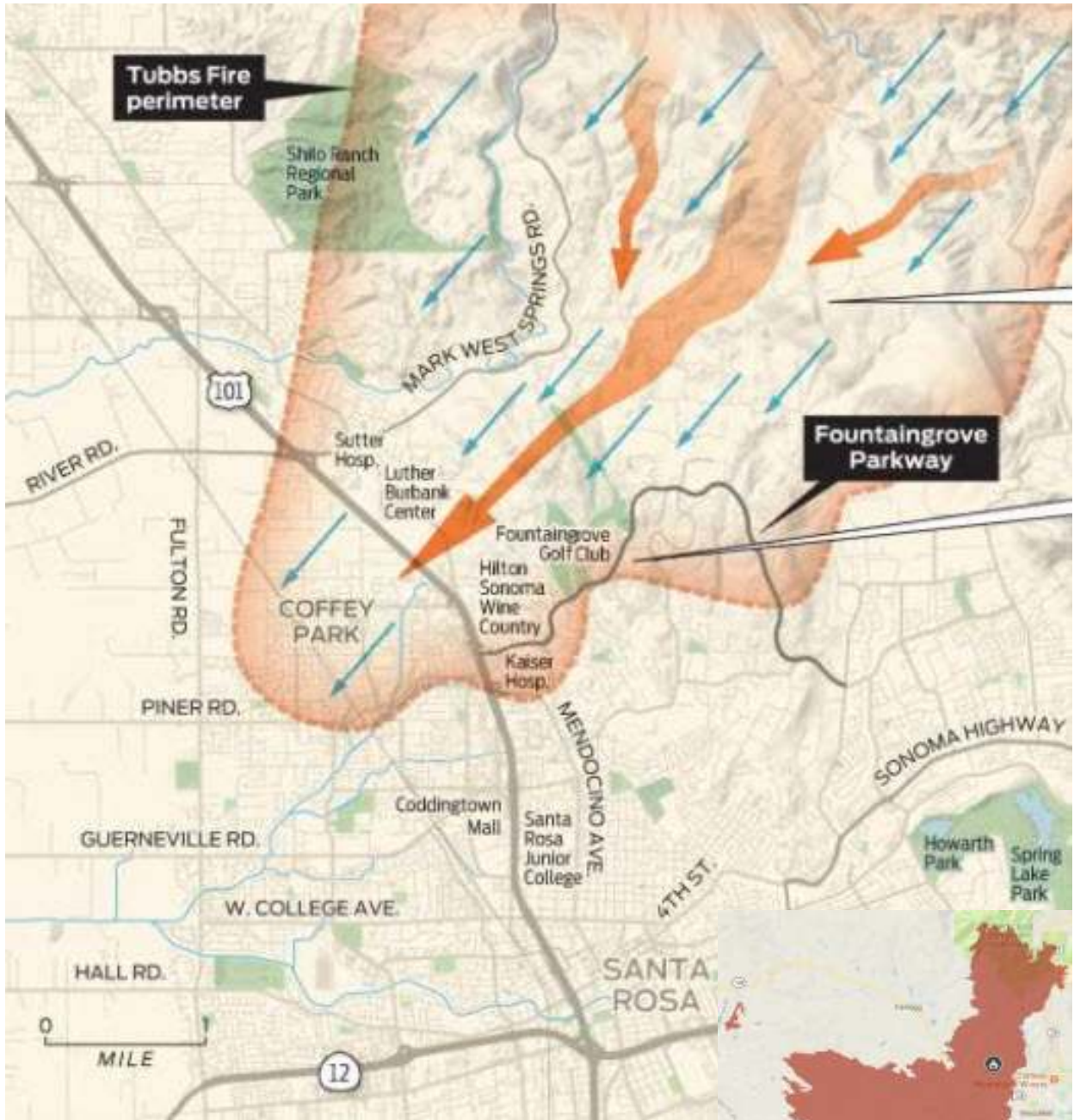


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27 **Santa Rosa Before and After the Tubbs Fire, one of the North Bay Fires¹**

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¹ <http://www.sacbee.com/news/state/california/fires/article178223651.html>.

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South End of the Tubbs Fire²



² <http://www.sfgate.com/bayarea/article/Bad-news-weather-forecast-for-Wine-Country-High-12267147.php>; <http://projects.sfchronicle.com/2017/interactive-map-wine-country-fires/>.

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



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17 **Flames from the Tubbs Fire Engulfing Structures in Santa Rosa³**

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

26
27 ³ <http://www.sfchronicle.com/news/article/California-wildfires-Mike-Grabow-40-among-dead-12279761.php>.
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1 electrical equipment, despite being aware that its infrastructure was unsafe, aging, and/or
2 vulnerable to environmental conditions.



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14 **Failing PG&E Equipment Along Parker Hill Road in the Tubbs Fire⁴**

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

- 19 a. In 1994, **PG&E's** failure to trim trees near its power lines caused the devastating
20 "Trauner Fire" in Nevada County, California. In 1997, a jury found **PG&E** liable for
21 739 counts of criminal negligence for causing this fire. Subsequent to the trial, a report
22 authored by the California Public Utilities Commission ("CPUC") revealed that from
23 1987 through 1994, **PG&E** diverted \$495 million from its budgets for maintaining its
24 systems, and instead, used this money to boost corporate profits.
- 25 b. In 2003, **PG&E's** apparent inability to learn from its past mistakes caused a fire at its
26 Mission District Substation in San Francisco. In 2004, the CPUC investigated the fire

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28 ⁴ <http://www.mercurynews.com/2017/10/25/pge-missed-electricity-inspections-violated-safety-rules-in-bay-area-including-north-bay-audits/>.

- 1 and concluded that “it finds it quite troubling that PG&E did not implement its own
2 recommendations” after a previous fire at the same substation to prevent the 2003 fire.⁵
- 3 c. In 2008, **PG&E’s** inadequate repair job and infrastructure caused a deadly explosion
4 in Rancho Cordova, California. In 2010, the CPUC fined **PG&E** \$38 million since
5 **PG&E** caused and failed to prevent the explosion.
- 6 d. In 2010, **PG&E’s** aging infrastructure caused the deadly gas explosion in San Bruno,
7 California. As a result, the CPUC slapped **PG&E** with a \$1.6 billion fine, and **PG&E**
8 was later found guilty of six felony charges.
- 9 e. In 2011, **PG&E** caused an explosion in Cupertino because it failed to replace a plastic
10 pipe that it knew was unsafe since at least 2002. **PG&E** ignored warnings about the
11 dangerous nature of the pipe, and instead chose to do nothing.
- 12 f. In 2014, **PG&E’s** inadequate recordkeeping and disregard for public safety caused an
13 explosion in Carmel. As a result, **PG&E** was required to pay over \$36 million in fines.
- 14 g. Since 2014, **PG&E** has been fined \$9.65 million by the CPUC for incidents solely
15 related to their electrical distribution systems.⁶
- 16 h. In 2015, **PG&E** was once again responsible for causing a massive wildfire called the
17 “Butte Fire” due its inadequate and unlawful vegetation management practices and
18 disregard for public safety. After the fire, in 2017, the CPUC fined **PG&E** a total of
19 \$8.3 million for violating multiple safety laws.

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

23 **II. JURISDICTION AND VENUE**

24 6. This Court has subject matter jurisdiction over this matter pursuant to Code of Civil
25 395(a) because, at all times relevant, Defendants and each of them have resided in, been
26 incorporated in, or done significant business in the State of California so as to render the exercise
27

28 ⁵ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF>.
⁶ <http://www.cpuc.ca.gov/General.aspx?id=1965>.

1 of jurisdiction over Defendants and each of them, by California Courts consistent with traditional
2 notions of fair play and substantial justice. The amount in controversy exceeds the jurisdictional
3 minimum of this Court.

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

7 **III. THE PARTIES**

8 **A. PLAINTIFFS**

9 8. Plaintiffs **GREGORY WILSON** and **CHRISTINA WILSON** (collectively,
10 “**PLAINTIFFS**”) are a husband and wife who lost their home on Lorraine Way in Santa Rosa,
11 California. **PLAINTIFFS** have suffered, and continue to suffer, physical, emotional, and/or
12 economic injuries as a result of the Tubbs Fire. All of the injuries and damages alleged herein
13 occurred in and around Sonoma County and arose from the Tubbs Fire, as set forth in more detail
14 below.

15 **B. DEFENDANTS**

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

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

- 1 a. **PG&E CORPORATION** and **PACIFIC GAS & ELECTRIC COMPANY** operate
2 as a single business enterprise operating out of the same building located at 77 Beale
3 St, San Francisco, California for the purpose of effectuating and carrying out **PG&E**
4 **CORPORATION's** business and operations and/or for the benefit of **PG&E**
5 **CORPORATION**;
- 6 b. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** do not
7 operate as completely separate entities, but rather, integrate their resources to achieve
8 a common business purpose;
- 9 c. **PACIFIC GAS & ELECTRIC COMPANY** is so organized and controlled, and its
10 decisions, affairs and business so conducted as to make it a mere instrumentality, agent,
11 conduit and/or adjunct of **PG&E CORPORATION**;
- 12 d. **PACIFIC GAS & ELECTRIC COMPANY's** income contribution results from its
13 function, integration, centralization of management and economies of scale with
14 **PG&E CORPORATION**;
- 15 e. **PACIFIC GAS & ELECTRIC COMPANY's** and **PG&E CORPORATION's**
16 officers and management are intertwined and do not act completely independent of one
17 another;
- 18 f. **PACIFIC GAS & ELECTRIC COMPANY's** and **PG&E CORPORATION's**
19 officers and managers act in the interest of **PG&E CORPORATION** as a single
20 enterprise;
- 21 g. **PG&E CORPORATION** has control and authority to choose and appoint **PACIFIC**
22 **GAS & ELECTRIC COMPANY's** board members as well as its other top officers
23 and managers;
- 24 h. Despite both being Electric Companies and Public Utilities, **PACIFIC GAS &**
25 **ELECTRIC COMPANY** and **PG&E CORPORATION** do not compete with one
26 another, but have been structured, organized, and businesses effectuated so as to create
27 a synergistic, integrated single enterprise where various components operate in concert
28 one with another;

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- i. **PG&E CORPORATION** maintains unified administrative control over **PACIFIC GAS & ELECTRIC COMPANY**;
- j. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** are insured by the same carriers and provide uniform or similar pension, health, life and disability insurance plans for employees;
- k. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** have unified 401(k) Plans, pensions and investment plans, bonus programs, vacation policies and paid time off from work schedules and policies;
- l. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** invest these funds from their programs and plans by a consolidated and/or coordinated Benefits Committee controlled by **PG&E CORPORATION** and administered by common trustees and administrators;
- m. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** have unified personnel policies and practices and/or a consolidated personnel organization or structure;
- n. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** have unified accounting policies and practices dictated by **PG&E CORPORATION** and/or common or integrated accounting organizations or personnel;
- o. **PACIFIC GAS & ELECTRIC COMPANY** and **PG&E CORPORATION** are represented by common legal counsel;
- p. **PG&E CORPORATION**'s officers, directors, and other management make policies and decisions to be effectuated by **PACIFIC GAS & ELECTRIC COMPANY** and/or otherwise play roles in providing directions and making decisions for **PACIFIC GAS & ELECTRIC COMPANY**;
- q. **PG&E CORPORATION**'s officers, directors, and other management direct certain financial decisions for **PACIFIC GAS & ELECTRIC COMPANY** including the amount and nature of capital outlays;

- 1 r. **PG&E CORPORATION's** written guidelines, policies, and procedures control
2 **PACIFIC GAS & ELECTRIC COMPANY**, its employees, policies, and practices;
3 s. **PG&E CORPORATION** files consolidated earnings statements factoring all revenue
4 and losses from **PACIFIC GAS & ELECTRIC COMPANY** as well as consolidated
5 tax returns, including those seeking tax relief; and/or, without limitation; and
6 t. **PG&E CORPORATION** generally directs and controls **PACIFIC GAS &**
7 **ELECTRIC COMPANY's** relationship with, requests to, and responses to inquiries
8 from, the Public Utilities Commission and uses such direction and control for the
9 benefit of **PG&E CORPORATION**.

10 **C. DOE DEFENDANTS**

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

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

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

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

IV. STATEMENT OF FACTS

A. THE NORTH BAY FIRES

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

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



15. On the evening of Sunday, October 8, 2017, emergency responders began receiving dozens of calls regarding fires and other hazards in and around Northern California. **At least ten of the calls reported electrical problems, transformer explosions, transformer fires, arcing transformers, down power lines, arcing power lines, and/or flames in trees.** Further, several calls reported problems with PG&E’s electrical equipment in the vicinity of the Tubbs Fire, including a call at approximately 9:24 p.m. reporting a PG&E transformer explosion, a call at

1 approximately 9:58 p.m. reporting down power lines, a call at approximately 10:14 p.m. reporting
2 flames in trees, and a call at approximately 10:34 p.m. reporting falling power line wires.⁷



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12 **Broken and Burned Electrical Equipment in Santa Rosa, California⁸**

13 16. One witness in Santa Rosa observed a power line and/or transformer near his home
14 sparking for approximately two minutes at or around 9:50 p.m. The sparks fell onto trees that were
15 right next to **PG&E's** power lines and other electrical equipment. After the sparking stopped, the
16 witnesses' neighborhood lost power and **PG&E's** power lines and/or other electrical equipment
17 fell down. This sparking occurred just outside of the Tubbs Fire.



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25 **PG&E Electrical Equipment Sparking in Trees Near the Tubbs Fire⁹**

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

⁸ *Id.*

28 ⁹ <http://abc7news.com/i-team-pg-e-workers-believe-hurricane-level-winds-caused-deadly-north-bay-wildfires-power-line-damage/2525497>.

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

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

1 blamed its failing electrical equipment on winds combined with “millions of trees weakened by
2 years of drought and recent renewed vegetation growth from winter storms.”¹⁰

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

18 **B. THE DEADLY AND DESTRUCTIVE TUBBS FIRE**

19 20. CalFire reported that the origin of the Tubbs Fire was in or around Highway 128
20 and Bennett Lane, in Calistoga, California. CalFire also reported that the Tubbs Fire started at or
21 around 9:45 p.m. on Sunday, October 8, 2017.¹¹

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

¹¹ http://www.fire.ca.gov/current_incidents/incidentdetails/Index/1867.



TUBBS FIRE (CENTRAL LNU COMPLEX)

Tubbs Fire (Central LNU Complex) Incident Information:

Last Updated:	October 27, 2017 8:40 am
Date/Time Started:	October 08, 2017 9:45 pm
Administrative Unit:	CAL FIRE Sonoma-Lake-Napa Unit
County:	Napa County, Sonoma County
Location:	off of Hwy 128 and Bennett Ln, Calistoga
Acres Burned - Containment:	36,807 acres - 95% contained
Evacuations:	<p>10/26/2017 @ 5:30pm - Areas of Mark West Springs Road to Calistoga Road Now Open for Limited, Restricted Re-entry of Burned Out Areas. Click here to see the news release for more information.</p> <p>See the latest Incident Update for more information on this fire.</p>
Incident Management Team:	CAL FIRE Incident Management Team 1
Long/Lat:	-122.62879/38.60895
Conditions:	<p>See the latest Incident Update for more information on this fire.</p> <p>Central LNU Complex Evacuation Map</p> <p>Resources:</p> <ul style="list-style-type: none">• Sonoma County Fire Information• Sonoma County Website• CAL FIRE Structure Status Map Please note that damage assessment is still on-going. If a structure point does not appear on the map it may still have been impacted by the fires.
Phone Numbers	(707) 800-9634 (Media Line)
Phone Numbers	(707) 967-4207 (Fire Information Line)

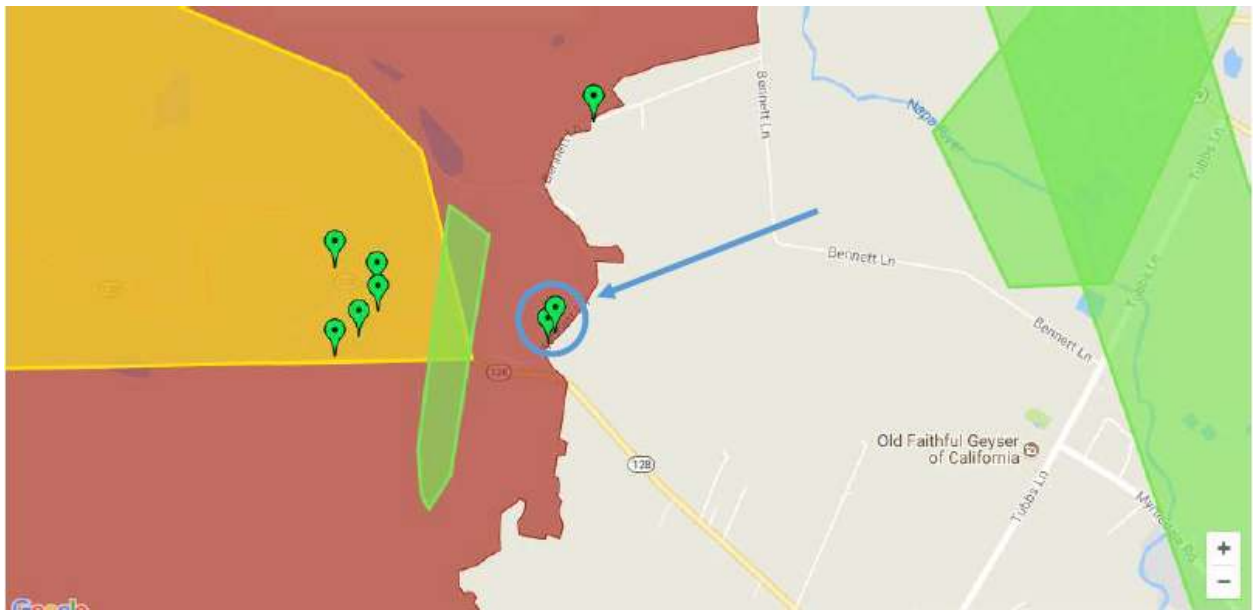
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1 21. PG&E’s website reports electric outages in real time. According to the website:
2 any person can “select an icon on the map to view outage details or request outage updates. The
3 map is updated every 15 minutes with any new information.”¹²

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¹² https://m.pge.com/?WT.pgeac=Home_Outages#outages.

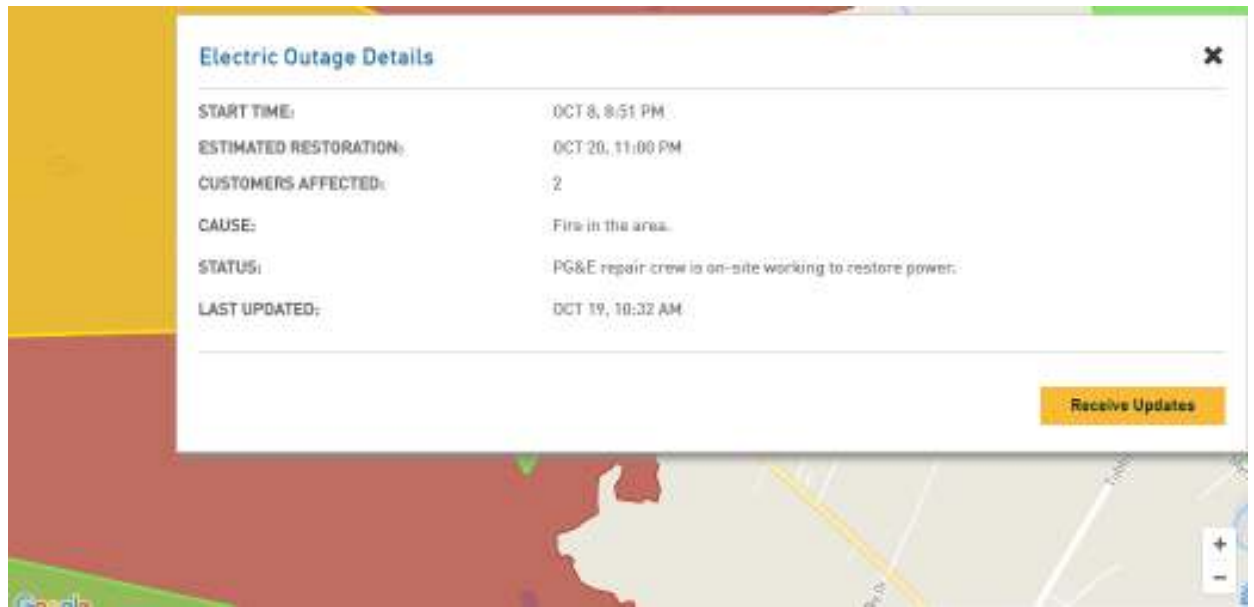
1 22. Immediately following the start of the Tubbs Fire, **PG&E’s** website reported two
2 outages, right next to each other, that were at or very near the origin of the Tubbs Fire.¹³



13 23. The causes of the **PG&E** outages read: “found damaged equipment on a power
14 pole,” and “fire in the area.” The start time of both outages was exactly 8:51 p.m. on October 8,
15 2017 – immediately preceding the reported start time of the Tubbs Fire.



¹³ *Id.*



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





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

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

22 26. According to PG&E’s 2014 Annual Electric Distribution Reliability Report, sent
23 to the CPUC on February 27, 2015, weather conditions have accounted for many of the top ten
24 PG&E electrical outages each year since at least 2004, putting the utility on notice that these
25 weather conditions occur and that they can cause electrical problems. For example, four of the
26 “ten largest 2004 outage events” for PG&E occurred in the Santa Rosa and Sonoma areas, and
27 winds were documented at much higher levels than those of October 8, 2017:
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1 No. 3: “A strong weather front with gusty winds and heavy rain crossed the
2 service area. Peak wind gusts in the norther and central portions of the
3 service areas generally ranged in the 35 to 65 mph range (58 mph at Arcata,
53 mph at Santa Rosa. . .)”

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

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

9 No. 7: “Gusty north winds developed over norther and central portions of
10 the service area as a strong high pressure system developed. Peak wind
11 speeds included 58 mph at Hopland, **51 mph in Santa Rosa, 47 mph at**
Sonoma. Peak gusts in the East Bay hills ranged from 50-60 mph.”¹⁴

12 27. In October of 2004, **PG&E’s** largest outage of the year affected 522,213 customers,
13 and involved “[T]wo storms (Oct 17 and 19) moved through the service area. Wind gusts were
14 generally between 24-50 mph (51 mph at Redding, 40 mph at Red Bluff, 37 mph at Napa) on Oct
15 17, and 35-60 mph on Oct 19 (51 mph Redding, 47 mph at Red Bluff, 51 mph at Marysville, 49
16 mph at San Francisco Airport, 55 mph at Bellota, 57 mph at San Luis Obispo).”¹⁵

17 28. Later, in October of 2009, **PG&E’s** largest outage of the year was “A strong early
18 season storm affected the entire service area with many stations reporting wind gusts over 50 mph
19 (57 mph at Ft. Funston (SF), 56 mph at Fairfield, 55 mph at Oroville, 51 mph at Monterey). Single
20 day rainfall totals ranged between two and five inches at many locations (4.54 in. at Watsonville,
21 4.27 in. at Fairfield, and 3.66 in. at Napa). National Weather Service records indicate this storm
22 was the strongest October rain and wind event since 1962.”¹⁶ Therefore, **PG&E** had notice of the
23 type of winds that occurred on October 8, 2017, the night the North Bay Fires began.

24 29. Further, according to records maintained by CalFire, approximately 135 fires in
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27 ¹⁴ [https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/
AnnualElectricDistributionReliabilityReport.pdf](https://www.pge.com/includes/docs/pdfs/myhome/outages/outage/reliability/AnnualElectricDistributionReliabilityReport.pdf).

28 ¹⁵ *Id.*

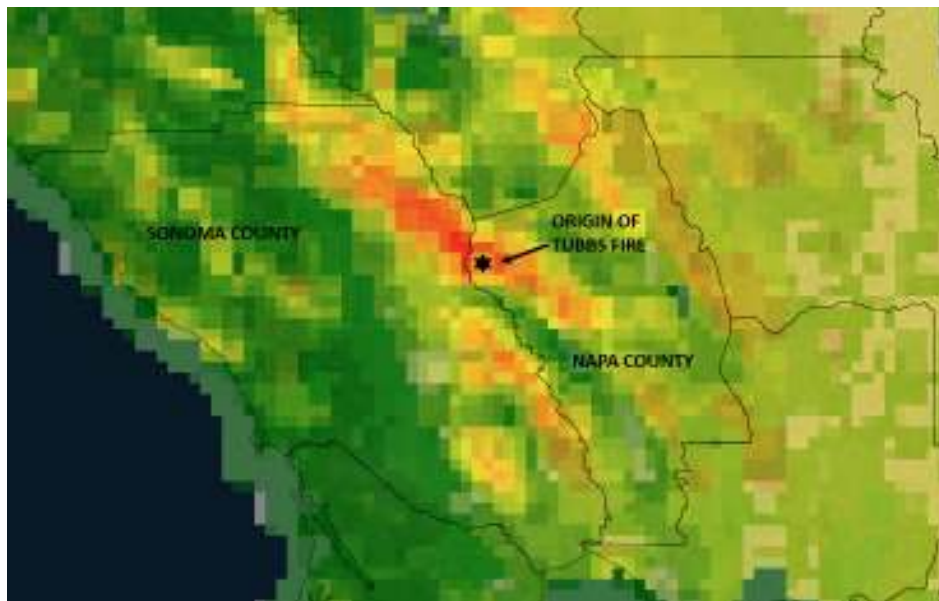
¹⁶ *Id.*

1 Sonoma and Napa Counties were caused by electrical equipment from 2011 through 2015.¹⁷ In
2 2015, the last year of reported data, electrical power problems sparked the burning of 149,241
3 acres across California – more than twice the amount from any other cause.¹⁸

4 30. In May 2016, the CPUC adopted Fire Map 1, which is a map that “depicts areas of
5 California where there is an elevated hazard for the ignition and rapid spread of power line fires
6 due to strong winds, abundant dry vegetation, and other environmental conditions.”¹⁹ It was
7 “developed by a team of independent experts selected and led by the California Department of
8 Forestry and Fire Protection.”²⁰

9 31. The CPUC adopted Fire Map 1 “in response to past devastating wildfires that were
10 reportedly ignited by power lines.”²¹ According to CPUC commissioner Mike Florio, “Fire Map
11 1 represents an important milestone in identifying areas that face a very high risk of a devastating
12 wildfire.”²² PG&E was put on direct notice of this map.

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



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26 ¹⁷ http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks.

¹⁸ <http://www.latimes.com/business/la-fi-utility-wildfires-20171017-story.html>.

¹⁹ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M162/K498/162498284.PDF>.

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

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

5 42. **PG&E** knew that its reclosures posed a great risk of wildfire. At a Congressional
6 hearing in 2015, **PG&E**'s Senior Vice President of Electrical Operations, Patrick Hogan, stated
7 that **PG&E** had the ability to reprogram its reclosures during fire season to not restart power.
8 Patrick Hogan claimed that shutting down power means "you take the reliability hit, but you gain
9 the wildfire benefit."²⁶ **PLAINTIFFS** believe that despite this knowledge and ability, **PG&E**
10 never reprogrammed all of its reclosures to prevent wildfires.

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

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

22 44. On top of having wide-scale aging infrastructure and no formal, organized system
23 to track the condition of the infrastructure, **PG&E** failed to perform the necessary maintenance
24 and inspections of its electrical equipment. A 2015 audit of **PG&E**'s Sonoma Division revealed
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28 ²⁶ <http://www.sfchronicle.com/bayarea/article/Power-line-restart-device-implicated-in-past-12324764.php>.

1 that there were over 3,500 unfilled PG&E repair and maintenance requests in the area of the Tubbs
2 Fire.²⁷ This number is staggering in terms of safety to the people caught up in the fire zones.

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

7 **PG&E's records indicated that from August 2010 to September 21,**
8 **2015, a total of 3,527 work orders were completed past their scheduled**
9 **date of corrective action per PG&E's Electric Notification**
10 **Prioritization Standards. Late work orders included overhead and**
11 **underground facilities.²⁸**

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

14 46. The audit also reviewed **PG&E's** maps for its electrical distribution lines and found
15 that over 50 pieces of overhead equipment – including pole mounted transformers and power lines
16 – has not been inspected every year as required by law. This was a violation of CPUC General
17 Order No. 165, Section III-B, which sets forth standards for inspections.²⁹

18 47. According to State Senator Jerry Hill, these findings are especially troubling
19 because “they are getting the money for these, they are getting the funds to do the work in a timely
20 manner.”³⁰ Yet, **PG&E** takes the money but fails to correct the problems.

21 **G. PG&E'S “RUN TO FAILURE” APPROACH TO MAINTENANCE**

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

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26 ²⁷ http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/Electric_Safety_and_Reliability/Reports_and_Audits/Electric_Facilities/EA2015-018.pdf.

27 ²⁸ *Id.*

28 ²⁹ *Id.*

³⁰ <https://www.nbcbayarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-Sonoma-Santa-Rosa-451996923.html>.

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

9 Given PG&E’s excessive profits over the period of the Overland Audit,
10 there is no reason to believe that Overland’s example regarding GT&S
11 operations between 2008 and 2010 was unique. The IRP Report
12 supplements the Overland Audit findings with additional examples of
13 PG&E management’s commitment to profits over safety. **Thus, it is**
14 **evident that while the example of GT&S underfunding between 2008**
15 **and 2010 might be extreme, it was not an isolated incident; rather, it**
16 **represents the culmination of PG&E management’s long standing**
17 **policy to squeeze every nickel it could from PG&E gas operations and**
18 **maintenance, regardless of the long term “run to failure” impacts. And**
19 **PG&E has offered no evidence to the contrary.**³¹

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

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

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

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28 ³¹ ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf.

1 i. The 1994 Trauner Fire

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

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

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

18 ii. The 2003 Mission District Substation Fire

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

25 55. The CPUC report of the investigation, which was released in 2004, illustrated
26 **PG&E**'s careless approach to safety and apparent inability to learn from its past mistakes. An
27 excerpt from the report describes the following:
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Soon after undertaking the investigation of the 2003 fire, CPSD [CPUC’s Consumer Protection and Safety Division] discovered that another fire had occurred at Mission Substation in 1996. CPSD’s investigation team conducted a thorough analysis of both fires and found strikingly similar contributing factors and root causes. CPSD’s team further determined that PG&E had not implemented the recommendations resulting from its own investigation of the 1996 fire. . . . **CPSD finds it quite troubling that PG&E did not implement its own recommendations from its own investigation of the 1996 fire.**³²

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

iii. The 2008 Rancho Cordova Explosion

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

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

Contributing to the accident was the 2-hour 47-minute delay in the arrival at the job site of a Pacific Gas and Electric Company crew that was properly trained and equipped to identify and classify outdoor leaks and to begin response activities to ensure the safety of the residents and public.³³

58. In November 2010, the CPUC filed administrative charges against **PG&E** in connection with the Rancho Cordova explosion, alleging that **PG&E** was at fault for the blast and

³² <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF>.

³³ http://docs.cpuc.ca.gov/published/Final_decision/146914-03.htm.

1 that **PG&E** should have discovered the improper repair job that caused the explosion, but failed
2 to timely do so. As a result, the CPUC required **PG&E** to pay a \$38 million fine.

3 iv. The 2010 San Bruno Explosion

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

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

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

22 Despite major public attention, ongoing CPUC investigations (OIs) and
23 rulemakings (OIRs) into **PG&E's** actions and operations, including the
24 investigations we voted on today, federal grand jury, and California
25 Department of Justice investigation, continued safety lapses at **PG&E**
26 continue to occur.³⁴

27 ³⁴ [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/
28 Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsonPGESafetyCultureandEnfor
cementTheory.pdf.](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Commissioners/Michael_J_Picker/PresidentPickerCommentsonPGESafetyCultureandEnforcementTheory.pdf)

1 v. The 2011 Cupertino Explosion

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

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

11 vi. The 2014 Carmel Explosion

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

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

21 vii. The 2015 Butte Fire

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

26 67. Similar to the other disasters caused by **PG&E's** wrongdoing, the Butte Fire could
27 have been prevented by **PG&E**. The Butte Fire was ignited by a gray pine tree that grew and came
28 into contact with one of **PG&E's** power lines. **PG&E** knew that gray pines posed the highest risk

1 of catastrophic wildfires, but failed to identify and/or remove the dangerous tree pursuant to its
2 vegetation management practices. Instead, **PG&E** removed the two trees surrounding the gray
3 pine at issue, which exposed the gray pine to sunlight and allowed it to quickly come into contact
4 with **PG&E**'s power line.

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

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

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

26 70. Rather than spend the money it obtains from customers for infrastructure
27 maintenance and safety, **PG&E** funnels this funding to boost its own corporate profits and
28 compensation. This pattern and practice of favoring profits over having a solid and well-

1 maintained infrastructure that would be safe and dependable for years to come left **PG&E**
2 vulnerable to an increased risk of a catastrophic event such as the North Bay Fires.

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

9 72. Moreover, **PG&E** has implemented multiple programs that provide monetary
10 incentives to its employees, agents, and/or contractors to *not* protect public safety. Prior to the
11 Butte Fire, **PG&E** chose to provide a monetary incentive to its contractors to cut fewer trees, even
12 though **PG&E** was required to have an inspection program in place that removed dangerous trees
13 and reduced the risk of wildfires. Robert Urban, a regional officer for a **PG&E** contractor, stated
14 that he had a concern that the bonus system incentivized his employees to not do their job, but
15 **PG&E** chose to keep this program despite knowing this risk. Similarly, prior to the San Bruno
16 explosion, **PG&E** had a program that provided financial incentives to employees to not report or
17 fix gas leaks and keep repair costs down. This program resulted in the failure to detect a significant
18 number of gas leaks, many of which were considered serious leaks. According to Richard
19 Kuprewicz, an independent pipeline safety expert, **PG&E**’s incentive system was “training and
20 rewarding people to do the wrong thing,” emblematic of “a seriously broken process,” and
21 “explains many of the systemic problems in this operation that contributed to the [San Bruno]
22 tragedy.”³⁵

23 **J. PG&E IS REQUIRED TO SAFELY DESIGN, OPERATE, AND**
24 **MAINTAIN ITS ELECTRICAL SYSTEMS AND THE SURROUNDING**
25 **VEGETATION**

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

27
28 ³⁵ <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>.

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

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

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

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

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

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

12 79. Finally, in June of 2014, the CPUC directed **PG&E**, by way of Resolution ESRB-
13 4, to take remedial measures to reduce fires since the Governor had declared a drought in January.
14 In addition, the CPUC informed **PG&E** that it could seek recovery of incremental costs associated
15 with these remedial measures outside of the standard funding process, i.e. the CPUC was agreeing
16 to provide additional funding on top of vegetation management funding already authorized in order
17 to make sure remedial measures would not go unperformed due to lack of funding. “Although the
18 Governor issued an Executive Order in April 2017 ending the Drought State of Emergency, the
19 declaration directed state agencies ‘to continue response activities that may be needed to manage
20 the lingering drought impacts to people and wildlife.’ The California Tree Mortality State of
21 Emergency issued in October 2015 by Governor Brown regarding the bark beetle infestation and
22 resulting tree mortality remains in effect. The CPUC has not rescinded ESRB-4, and work by the
23 utilities to comply with it and the Tree Mortality Emergency continues.”³⁶

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³⁶ http://cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/PGE%20Vegetation%20Management%20Spending.pdf.

1 **V. DETAILS OF PLAINTIFFS' LOSSES**

2 80. Plaintiffs **GREGORY WILSON** and **CHRISTINA WILSON** are husband and
3 wife. In 2005, they purchased their dream property at 1420 Lorraine Way in Santa Rosa that
4 included a home and an outdoor swimming pool.



16 **Plaintiffs' Home Before the Tubbs Fire**

17 81. On the evening of October 8, 2017, **PLAINTIFFS** started to smell smoke and heard
18 from their neighbors that there may be a fire in the distance. **PLAINTIFFS** decided to pack up
19 their car with some belongings in case they needed to evacuate. However, the fire approached so
20 rapidly that it prevented them from evacuating in their vehicle.

21 82. Since **PLAINTIFFS** could not evacuate, they decided to try to save their lives by
22 hiding from the Tubbs Fire in their pool. From approximately 12:30 a.m. to 3:30 a.m.,
23 **PLAINTIFFS** huddled in their pool and watched in horror as their home and everything
24 surrounding them burned to the ground. During this time, **PLAINTIFFS** repeatedly put their
25 heads underwater to escape the extremely hot air and burning embers. **PLAINTIFFS** would then
26 resurface, quickly gasp for more smoke-filled air, and go back underwater. After several hours,
27 **PLAINTIFFS** were finally rescued by emergency responders and taken to a hospital, where they
28 were treated for burns and smoke inhalation injuries over the course of approximately 10 days.

1 83. In addition to their injuries, **PLAINTIFFS'** property and all of their personal items
2 in and around their home were completely destroyed in the Tubbs Fire and are no longer
3 ascertainable due to the intensity of the fire. Therefore, **PLAINTIFFS** suffered major losses and
4 injuries in an amount according to proof at trial.



Plaintiffs' Home After the Tubbs Fire

1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **NEGLIGENCE**

4 **(Against All Defendants)**

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

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

1 86. As a direct and legal result of **DEFENDANTS'** actions and/or omissions, and/or
2 each of them, **PLAINTIFFS** were injured in their health, strength, and/or activity in an amount
3 according to proof at trial.

4 87. As a further direct and legal result of the premises, **PLAINTIFFS** were required to
5 and/or continue to employ physicians and other healthcare providers to examine, treat, and/or care
6 for their injuries. **PLAINTIFFS** have incurred, and will continue to incur, medical and incidental
7 expenses in an amount according to proof at trial.

8 88. As a further direct and legal result of the premises, **PLAINTIFFS** have suffered
9 and/or continue to suffer great mental pain and suffering, including worry, emotional distress,
10 humiliation, embarrassment, anguish, anxiety, and nervousness. **PLAINTIFFS** are informed and
11 believe, and upon such information and belief allege, that such injuries have resulted in debilitating
12 injuries in an amount according to proof at trial.

13 89. As a further direct and legal result of the premises, **PLAINTIFFS** have suffered a
14 loss of income, loss of earning capacity, loss of profits, increased expenses due to displacement,
15 and/or other consequential economic losses in an amount according to proof at trial.

16 90. As a further direct and legal result of the premises, **PLAINTIFFS** have suffered
17 damage to real property, including the loss of vegetation, trees, and structures, the creation of
18 hydrophobic soil conditions, and a loss of use, benefit, goodwill, diminution in value, and/or
19 enjoyment of such property in an amount according to proof at trial.

20 91. As a further direct and legal result of the premises, **PLAINTIFFS** have suffered
21 damage to and/or a loss of personal property, including but not limited to items of peculiar value
22 to **PLAINTIFFS** in an amount according to proof at trial.

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

28

1 ownership, operation, use, control, management, and/or maintenance of the power lines and other
2 electrical equipment for a public use.

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

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

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

15 **THIRD CAUSE OF ACTION**
16 **PUBLIC NUISANCE**
17 **(Against All Defendants)**

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

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

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

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

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

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

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

26 109. As a further direct and legal result of the conduct of **DEFENDANTS**, and/or each
27 of them, **PLAINTIFFS** have suffered, and will continue to suffer, discomfort, anxiety, fear,
28

1 worries, annoyance, and/or stress attendant to the interference with **PLAINTIFFS'** occupancy,
2 possession, use and/or enjoyment of their property, as alleged above.

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

5 111. The conduct of **DEFENDANTS**, and/or each of them, is unreasonable and the
6 seriousness of the harm to the public, including **PLAINTIFFS** herein, outweighs the social utility
7 of **DEFENDANTS'** conduct.

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

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

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

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

28

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

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

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

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

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

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

18 **VII. PRAYER FOR RELIEF**

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

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

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

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

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

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

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1 **VIII. JURY DEMAND**

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

3 **COTCHETT, PITRE & McCARTHY, LLP**

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6 Dated: 11/13/17

By: 

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