

1 C. Brooks Cutter, SBN 121407
John G. Roussas, SBN 227325
2 Matthew M. Breining, SBN 306788
CUTTER LAW P.C.
3 401 Watt Avenue
Sacramento, CA 95864
4 Telephone: (916) 290-9400
Facsimile: (916) 588-9330
5 Email: jroussas@cutterlaw.com

6 Attorneys for Plaintiffs,
CHRISTOPHER CRABTREE; JENNY
7 CRABTREE; CHRISTOPHER AND
JENNY TRUST AGREEMENT DATED
8 JULY 27, 2018; BRIAN FLAHERTY;
DIANNA GARTNER; KYLE GARTNER;
9 LANCE GILPIN; STEPHEN CLIFFORD;
RUTH MAGIN; LARRY STEWART;
10 RHONDA ROBERTS; and MARCELLA
WILSON

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF BUTTE

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15 CHRISTOPHER CRABTREE;
JENNY CRABTREE;
16 CHRISTOPHER AND JENNY
TRUST AGREEMENT DATED
17 JULY 27, 2018; BRIAN
FLAHERTY; DIANNA GARTNER;
18 KYLE GARTNER; LANCE
GILPIN; STEPHEN CLIFFORD;
19 RUTH MAGIN; LARRY
STEWART; RHONDA ROBERTS;
20 and MARCELLA WILSON,

21 Plaintiffs,

22 vs.

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

25 Defendants.
26

Case No.

COMPLAINT FOR DAMAGES

1. **NEGLIGENCE;**
2. **INVERSE CONDEMNATION;**
3. **TRESPASS;**
4. **PRIVATE NUISANCE;**
5. **CLAIM UNDER PUBLIC UTILITIES
CODE §2106; AND**
6. **VIOLATION OF HEALTH & SAFETY
CODE §13007**

AND REQUEST FOR JURY TRIAL

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1 Plaintiffs complains of Defendants PG&E CORPORATION; PACIFIC GAS & ELECTRIC
2 COMPANY, and DOES 1 through 100, inclusive, and each of them, and alleges as follows:

3 **1.0**

4 **INTRODUCTION**

5 1.1 Beginning on or about November 8, 2018, residents and property owners in Butte
6 County were devastated by severe wildfires known as the Camp Fire. The Camp Fire was started
7 when electrical infrastructure owned, operated and maintained by PG&E CORPORATION and
8 PACIFIC GAS & ELECTRIC COMPANY (hereinafter "PG&E") and/or sparks therefrom came
9 into contact with vegetation inspected and maintained by PG&E. The fire began at the base of a
10 nearly 100-year-old PG&E transposition tower when a steel hook holding a high voltage line
11 failed, spreading rapidly. PG&E was well aware of the fragility of the tower at issue, having seen
12 five other century-old towers collapse in a 2012 windstorm, yet neglected to take reasonable steps
13 to inspect and maintain the equipment that ultimately failed on November 8th. The fire caused
14 extensive damages within Butte County, in the State of California. The Camp Fire burned more
15 than 153,000 acres and destroyed over 4,800 homes and other structures. As of the filing of this
16 Complaint, the Camp Fire has been confirmed as the cause of deaths for at least 88 people
17 making the fire the deadliest in California history, with over 150 people still unaccounted for.
18 U.S. Interior Secretary Ryan Zinke estimates that costs associated with the Camp Fire will be in
19 the billions of dollars. The risk modeling firm RMS estimates insured losses from the Camp Fire
20 to reach between \$7.5 billion - \$10 billion. The Plaintiffs in this case are victims of the Camp Fire
21 who individually seek just compensation and damages. Specifically, Plaintiffs in this action seek
22 damages for, inter alia, personal injury; damage to and loss of use of real and personal property;
23 pain and suffering; injury to livestock and pets; loss of income; consequential and incidental
24 damages; and/or for emotional suffering, fear and anxiety, inconvenience, and other harm caused
25 by the wrongful conduct of PG&E CORPORATION, PACIFIC GAS & ELECTRIC
26 COMPANY, and Does 1 - 100, inclusive.

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JURISDICTION AND VENUE

2.1 The Plaintiffs are now and at all times relevant herein individuals, residents, domiciliaries and property owners who resided in in Butte County. All of their claims arise from events or occurrences related to the Camp Fire within which resulted in the damages, losses, and injuries as hereinafter alleged.

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

2.3 At all times mentioned herein, PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 50, and each of them, were suppliers of electricity to members of the public. As part of supplying electricity to members of the public, PG&E installed, constructed, built, maintained, and operated overhead power lines, together with supporting poles and appurtenances, for the purpose of conducting electricity for delivery to members of the general public. Furthermore, on information and belief, PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 100, are responsible for maintaining vegetation near, around, and in proximity to their electrical equipment in compliance with State and Federal Regulations, specifically including but not limited to Public Resource Code 4292, Public Resource Code 4293, General Order 95, and General Order 165.

2.4 Plaintiffs are informed and believe that the Defendants herein, and each of them, were agents and/or employees each of the other and in acting and/or failing to act as alleged herein, the Defendants, and each of them, were acting in the course and scope of said agency and/or employment relationship.

1 2.5 Accordingly, this Court has jurisdiction of this action pursuant to Section 410.10
2 of the California Code of Civil Procedure.

3 2.6 Venue is proper in this Court pursuant to Sections 392, 395 and 395.5 of the
4 California Code of Civil Procedure because, Plaintiffs reside, own, or had interests here, and/or
5 Plaintiffs' property and/or business are or were located here, and/or the liability arising from the
6 Camp Fire occurred in this venue.

7 **3.0**

8 **THE PLAINTIFFS**

9 3.1 The Plaintiffs are individuals who suffered varying types of injuries, damages,
10 losses, and/or harm as a result of the Camp Fire.

11 3.2 Plaintiffs Christopher and Jenny Crabtree as co-trustees of the Christopher and
12 Jenny Trust agreement dated July 27, 2018, owned and/or resided at the property known as 9250
13 Hedger Rd., Live Oak, CA 95993.

14 3.3 Plaintiff Brian Flaherty owned and/or resided at the properties known as 6060
15 Skyway, Paradise, CA 95969; 6064 Skyway, Paradise, CA 95969; 6072 Skyway, Paradise, CA
16 95969; and 602 Birch Unit A, B, and C, Paradise, CA 95969.

17 3.4 Plaintiffs Dianna Gartner and Kyle Gartner owned and/or resided at the property
18 known as 6209 Descanso Lane, Paradise, CA 95969.

19 3.5 Plaintiff Lance Gilpin, Stephen Clifford, and Ruth Magin owned and/or resided at
20 the property known as 1005 Brookwood Circle, Paradise, CA 95969.

21 3.6 Plaintiff Rhonda Roberts owned and/or resided at the property known as 1201
22 Nunneley Rd., Paradise, CA 95969.

23 3.7 Plaintiff Larry Stewart owned and/or resided at the property known as 6278 Azalia
24 Lane, Paradise, CA 95969.

25 3.8 Plaintiff Marcella Wilson owned and/or resided at the property known as 1479
26 Patrick Dr., Paradise, CA 95969.

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2 **THE DEFENDANTS**

3 4.1 PACIFIC GAS & ELECTRIC COMP ANY is both an "Electrical Corporation"
4 and a "Public Utility" pursuant to, respectively, Sections 218(a) and 216(1) of the California
5 Public Utilities Code. PG&E is in the business of providing electricity to the residents of at least
6 two counties and 26 cities, including but not limited, to Butte County and, more particularly, to
7 Plaintiffs' residences and/ or properties through a network of electrical transmission and
8 distribution lines.

9 4.2 PG&E CORPORATION is a publicly traded company that owns and/or manages
10 an "Electric Plant" as defined in Section 217 of the Public Utilities Code, and, like its subsidiary,
11 PACIFIC GAS & ELECTRIC COMPANY, is both an "Electric Corporation" and a "Public
12 Utility" pursuant to, respectively, Sections 218(a) and 216(a) of the Public Utilities Code. It
13 develops and operates energy infrastructure assets related to the production and distribution of
14 energy such as power plants, electric lines, natural gas pipelines and liquefied natural gas receipt
15 terminals.

16 4.3 Plaintiffs allege on information and belief that PG&E CORPORATION and
17 PACIFIC GAS & ELECTRIC COMPANY are jointly and severally liable for each other's
18 negligence, conduct and wrongdoing as alleged herein, in that:

- 19 a. PG&E CORPORATION and PACIFIC GAS & ELECTRIC COMPANY operate as a
20 single business enterprise operating out of the same building located at 77 Beale St.,
21 San Francisco, California for the purpose of effectuating and carrying out PG&E
22 CORPORATION's business and operations and/or for the benefit of PG&E
23 CORPORATION;
- 24 b. Defendants do not operate as completely separate entities, but rather, integrate their
25 resources to achieve a common business purpose;
- 26 c. PACIFIC GAS & ELECTRIC COMPANY is so organized and controlled, and its
27 decisions, affairs, and business so conducted as to make it a mere instrumentality,
28 agent, conduit, or adjunct of PG&E CORPORATION;

- 1 d. PACIFIC GAS & ELECTRIC COMPANY's income contribution results from
2 function integration, centralization of management and economies of scale with PG&E
3 CORPORATION;
- 4 e. Defendants' officers and management are intertwined and do not act completely
5 independent of one another;
- 6 f. Defendants' officers and managers act in the interest of PG&E CORPORATION as a
7 single enterprise;
- 8 g. PG&E CORPORATION has control and authority to choose and appoint PACIFIC
9 GAS & ELECTRIC COMPANY's board members as well as its other top officers and
10 managers;
- 11 h. Despite both being Electric Companies and Public Utilities, Defendants do not
12 compete with one another, but have been structured and organized and business
13 effectuates so as to create a synergistic, integrated single enterprise where various
14 components operate in concert one with another;
- 15 i. PG&E CORPORATION maintains unified administrative control over PACIFIC GAS
16 & ELECTRIC COMPANY;
- 17 j. Defendants are insured by the same carriers and provide uniform or similar pension,
18 health, life, and disability insurance plans for employees;
- 19 k. Defendants have unified 401 (k) Plans, pensions and investment plans, bonus
20 programs, vacation policies, and paid time off from work schedules and policies;
- 21 l. Defendants invest these funds from their programs and plans by a consolidated and/or
22 coordinated Benefits Committee controlled by PG&E CORPORATION and
23 administered by common trustees and administrators;
- 24 m. Defendants have unified personnel policies and practices and/or a consolidated
25 personnel organization or structure;
- 26 n. Defendants have unified accounting policies and practices dictated by PG&E
27 CORPORATION and/or common or integrated accounting organizations or personnel;
- 28 o. Defendants are represented by common legal counsel;

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

17 4.4 The true names of DOES 1 through 100, whether individual, corporate, associate,
18 or otherwise, are unknown to Plaintiffs who, under California Code of Civil Procedure Section
19 474, sue these Defendants under fictitious names. Each of the fictitiously named Defendants is
20 responsible in some manner for the conduct alleged herein, including, without limitation, by way
21 of conspiracy, aiding, abetting, furnishing the means and/or acting in capacities that create
22 agency, respondeat superior, and/or predecessor-or successor-in-interest relationships with the
23 Defendants. The DOE Defendants are private individuals, associations, partnerships,
24 corporations, or otherwise that actively assisted and participated in the negligent and wrongful
25 conduct alleged herein in ways that are currently unknown to Plaintiffs. Some or all of the DOE
26 Defendants may be residents of the State of California. Plaintiffs may amend or seek to amend
27 this Complaint to allege the true names, capacities, and responsibility of these DOE Defendants
28 once they are ascertained, and to add additional facts and/or legal theories. Plaintiffs make all

1 allegations contained this Complaint against all Defendants, including DOES 1 through 100.

2 **5.0**

3 **BACKGROUND**

4 5.1 Prior to November 8, 2018 Defendants, and each of them, had a duty to properly
5 maintain and repair the electric transmission lines, and other equipment associated with their duty
6 to transmit electricity and to keep vegetation properly trimmed and maintained so as to prevent
7 contact with power lines and other electrical equipment. In the construction, repair, maintenance,
8 and operation of such equipment and power lines the Defendants, and each of them, had an
9 obligation to comply with statutes, regulations, and standards, specifically including, but not
10 limited to, Public Resource Code 4292, Public Resource Code 4293, General Order 95, and
11 General Order 165. In addition, the Defendants, and each of them, were specifically aware that
12 such standards and regulations were minimum standards and that Defendants, and each of them,
13 had a duty to make their lines safe under all the exigencies created by the surrounding
14 circumstances and conditions and that a failure to do so constituted negligence and would expose
15 members of the general public to a serious risk of injury or death.

16 5.2 At all times mentioned herein, Defendants, and each of them, were aware that the
17 State of California had been in a state of drought and the summer months exacerbated drought-
18 like conditions. Defendants, and each of them, were aware that the drought conditions had existed
19 and were aware that fire danger was at an extraordinarily high level. In fact, Defendants were
20 aware that just months before the Camp Fire, less than 100 miles away, the Carr Fire, ignited by
21 the mechanical failure of a vehicle, had ignited brush by the roadside and spread rapidly, burned
22 over 220,000 acres of land. Defendants, and each of them, knew that if the power lines or other
23 equipment came into contact with, or caused electricity to come into contact with, vegetation it
24 was probable that a fire would result and that, given the drought conditions, a resulting fire would
25 likely result in the loss of life, significant damage to real and personal property and damage to
26 members of the general public, including these Plaintiffs.

27 5.3 Defendants, and each of them, were negligent in that they failed to properly
28 maintain, repair, and inspect the subject lines, equipment and adjacent vegetation and negligently

1 failed to properly trim, prune, remove, and/or otherwise maintain vegetation near their electrical
2 equipment so as to secure safety to the public in general, specifically including these Plaintiffs.
3 As a direct, proximate, and legal result of the negligence of the Defendants, and each of them,
4 Plaintiffs suffered the injuries and damages alleged herein.

5 5.4 On information and belief, beginning on or about November 8, 2018 as a direct
6 and proximate result of the negligence of the Defendants, and each of them, power lines and/or
7 other electrical equipment and/or sparks therefrom came in contact with vegetation and caused
8 the Camp Fire, which burned in excess of 150,000 acres, including property owned or occupied
9 by these Plaintiffs.

10 6.0

11 GENERAL ALLEGATIONS

12 6.1 Defendants are, and were, aware of the danger from fires in Butte County during
13 the summer months when environmental conditions are favorable for extensive conflagration and
14 the high temperatures, absence of moisture, and the prevalence of wind renders the
15 extinguishment of a burning fire difficult. As with previous years, the summer conditions
16 continued into November of 2018.

17 6.2 Wires and other equipment carrying electricity are a dangerous instrumentality and
18 a hazardous and dangerous activity requiring the exercise of increased care commensurate with
19 and proportionate to that increased danger so as to make the transport of electricity through wires
20 safe under all circumstances and exigencies offered by the surrounding environment, including
21 the risk of fire.

22 6.3 Defendants failed in their duty to exercise care commensurate with and
23 proportionate to the combined danger of an area susceptible to wildfire and the dangerous activity
24 of wires carrying electricity, thereby being a substantial factor in the cause of the fires, as more
25 fully set forth below.

26 6.4 The conditions and circumstances existing at the time of the ignition at the Camp
27 Fire's origin area, including the extended drought, high temperature, low humidity, and tinder-
28 like dryness of vegetation, were reasonably foreseeable, if not expected, by a reasonable and

1 prudent person and were reasonably foreseeable by and to be expected by Defendants, especially
2 with their special knowledge and expertise.

3 6.5 This action seeks damages for each Plaintiff named in this case, according to their
4 individual proof, and not as a part of a “class action,” for any and all harm they suffered as a
5 result of the Camp Fire. Plaintiffs are informed and believe and herein allege that PG&E, and
6 DOES 1-100 knew of the dangerous conditions of the property that eventually resulted in the
7 Camp Fire, but recklessly and with careless and conscious disregard to human life and safety
8 decided to ignore the fire risks, inclusive of warnings and danger signs regarding trees within in
9 close proximity to power lines, and other equipment that resulted in the Camp Fire. To make sure
10 that the necessary precautions are taken in the future, this action seeks punitive and exemplary
11 damages against Defendants.

12 7.0

13 FIRST CAUSE OF ACTION

14 Negligence

15 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**
16 **1 through 100)**

17 7.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully
18 set forth herein at length.

19 7.2 Defendants PG&E CORPORATION and PACIFIC GAS & ELECTRIC
20 COMPANY, including their employee/agents DOES 1-50, have a non-delegable duty to apply a
21 level of care commensurate with and proportionate to the danger of designing, engineering,
22 constructing, operating, and maintaining electrical transmission and distribution systems,
23 including vegetation clearance.

24 7.3 Defendants PG&E CORPORATION and PACIFIC GAS & ELECTRIC
25 COMPANY, including their employee/agents DOES 1- 50, have a non-delegable duty of vigilant
26 oversight in the maintenance, use, operation, repair, and inspection appropriate to the changing
27 conditions and circumstances of their electrical transmission and distribution systems.

28 7.4 Prior to the subject fire, Defendant PG&E hired, retained, contracted, allowed,

1 and/or otherwise collaborated with the DOE Defendants and/or other parties to perform work
2 along and maintain the network of distribution lines, infrastructure, and vegetation. The work for
3 which the DOE Defendants were hired involved a risk of fire that was peculiar to the nature of the
4 agency relationship. A reasonable property/easement owner and/or lessee in the position of the
5 PG&E knew, or should have recognized, the necessity of taking special precautions to protect
6 adjoining property owners against the risk of harm created by work performed, work to be
7 performed, and/or work otherwise not performed.

8 7.5 Defendants, and each of them, knew or should have known that the activities of
9 the DOE Defendants, and/or other parties, involved a risk that was peculiar to the operation of
10 Defendants' business that was foreseeable and arose from the nature and/or location of the work.
11 Notwithstanding this, Defendants, and each of them, failed to take reasonable precautions to
12 protect adjoining property owners against the foreseeable risk of harm created by their activities.

13 7.6 Defendants, and each of them, have special knowledge and expertise far above that
14 of a layperson that they were required to apply to the design, engineering, construction, use,
15 operation, inspection, repair, and maintenance of electrical lines, infrastructure, equipment, and
16 vegetation in order to assure safety under all the local conditions in their service area, including
17 but not limited to, those conditions identified herein.

18 7.7 Defendants negligently breached their duties by, among other things:

- 19 a. Failing to conduct reasonably prompt, proper, and frequent inspections of the
20 electrical transmission lines, wires, and associated equipment;
- 21 b. Failing to design, construct, monitor, and maintain high voltage transmission and
22 distribution lines in a manner that avoids igniting fire during long, dry seasons by
23 allowing those lines to withstand foreseeable conditions and avoid igniting fires;
- 24 c. Failing to design, construct, operate, and maintain high voltage transmission and
25 distribution lines and equipment to withstand foreseeable conditions to avoid
26 igniting fires;
- 27 d. Failing to maintain and monitor high voltage transmission and distribution
28 lines in fire prone areas so as to avoid igniting and spreading fires;

- e. Failing to install the equipment necessary, and/or to inspect and repair the equipment installed, to prevent electrical transmission and distribution lines from improperly sagging, operating or making contact with other metal wires placed on its poles and igniting fires;
- f. Failing to keep equipment in a safe condition at all times to prevent fires;
- g. Failing to inspect vegetation within proximity to energized transmission and distribution lines;
- h. Failing to de-energize power lines during fire prone conditions;
- i. Failing to de-energize power lines after the fire's ignition;
- j. Failing to properly investigate, vet, hire, train, and supervise employees and agents responsible for maintenance and inspection of the distribution lines;
- k. Failing to implement and follow regulations and reasonably prudent practices to avoid fire ignition;
- l. Failing to properly investigate, monitor, and maintain vegetation sufficient to mitigate the risk of fire; and
- m. Failing to repair faulty equipment.

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

7.9 At all times mentioned herein, Defendants PG&E CORPORATION, PACIFIC

1 GAS & ELECTRIC COMPANY, and DOES 1 to 100, and each of them, failed to properly
2 inspect and maintain the subject line and equipment which they knew, given the then existing
3 drought conditions, posed a risk of serious injury, damage or death to others, including Plaintiffs.
4 Defendants PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1
5 to 100, and each of them, were aware that if the subject line and/or subject equipment came in
6 contact with vegetation that a fire would likely result. Defendants, and each of them, also knew
7 that, given the existing drought like conditions, said fire was likely to pose a risk of serious
8 injury, danger, and/or death to the general public, including these Plaintiffs.

9 7.10 Over the past approximately 10 years Defendants, PG&E CORPORATION,
10 PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 to 100, and each of them, have been
11 subject to numerous fines and penalties as a result of PG&E's ongoing failure to abide by safety
12 rules and regulations. On or around April 9, 2015, the California Public Utilities Commission
13 ("CPUC") imposed a record \$1.6 billion fine/penalty on PG&E for safety violations that resulted
14 in eight deaths, numerous injuries, and the destruction of 38 homes related to the San Bruno Fire,
15 the largest imposed on any American public utility. One of the stated purposes of the CPUC in
16 rendering such a record fine against PG&E was to "ensure that nothing like this happens again."
17 PG&E was also subjected to significant fines and penalties for its role in causing the Butte Fire.
18 In addition, PG&E's disregard for safety has resulted in federal criminal charges. The United
19 States of America has charged PACIFIC GAS & ELECTRIC COMPANY with various crimes
20 based on PACIFIC GAS & ELECTRIC COMPANY's knowing and willful violation of various
21 minimum safety standards. Despite these penalties and fines, these Defendants have failed and
22 refused to modify their behavior and they have continued to conduct their business with a
23 conscious disregard for the safety of the public. As a result of the continued actions by these
24 Defendants, in conscious disregard for the safety of others, the CPUC ordered an investigation
25 into the culture of ignoring safety at PG&E. The CPUC President recognized that these
26 Defendants have failed and refused to modify their conduct. Despite penalties and fines, in July of
27 2015, the President of the CPUC, specifically stated:

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

7 7.11 Nonetheless, Defendants continue to consciously disregard the safety of the public,
8 including these Plaintiffs. Since December 2008, Defendants PG&E CORPORATION, PACIFIC
9 GAS & ELECTRIC COMPANY and DOES 1 to 100, and each of them, have been responsible
10 for the deaths of at least fourteen people and burns and injuries suffered by at least 40 other
11 people. These figures do not include the Tubbs Fire, which has been attributed to Defendants and
12 caused the deaths of at least 22 people. Defendants have admitted to putting profits over safety
13 and to having violated safety regulations. Prior to the Camp Fire, the PG&E Defendants, acting
14 with conscious disregard for the safety of others, caused the deaths of eight people and destroyed
15 an entire neighborhood in San Bruno, California. Defendants conduct continued with its role in
16 causing the Butte Fire. The deaths, injuries, and damage occasioned by the Camp Fire are the
17 result of the ongoing custom and practice of the Defendants, and each of them, of consciously
18 disregarding the safety of the public and not following statutes, regulations, standards and rules
19 regarding their business operations. Despite having caused the death and injury to numerous
20 people, these Defendants have continued to act in conscious disregard for the safety of others, and
21 have ratified the conduct of their employees. Upon information and belief, no employee has been
22 disciplined or discharged as a result of failing and/or refusing to comply with the regulations
23 and/or as a result of the deaths of members of the public. These Defendants, in order to cut costs,
24 failed to properly inspect and maintain the subject line and/or the subject equipment with full
25 knowledge that any incident was likely to result in a fire that would burn and/or kill people,
26 damage property, and/or cause harm to the general public, including these Plaintiffs. The actions
27 of these Defendants, and each of them, did in fact result in damages to these Plaintiffs. The
28 Defendants, and each of them, failed to make the proper inspections, remove vegetation, and
failed to safely operate their line, in order to save money, while at the same time spending
millions of dollars on a television advertising campaign falsely representing to the public that the

1 defendants were acting in a safe manner.

2 7.12 The negligence of Defendants was a substantial factor in causing Plaintiffs'
3 damages.

4 7.13 Defendants' failure to comply with their duties of care proximately caused damage
5 to Plaintiffs.

6 7.14 As a further direct and proximate result of Defendants' negligence, Plaintiffs
7 suffered damages including, but not limited to, property damage, loss of cherished possessions,
8 emotional distress, annoyance, disturbance, inconvenience, and mental anguish, loss of quiet
9 enjoyment of their property, and costs related to Plaintiffs' evacuation.

10 7.15 As a further direct and proximate result of Defendants' negligence, Plaintiffs
11 incurred past and future medical expenses according to proof.

12 7.16 Further, the conduct alleged against Defendants in this complaint was despicable
13 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,
14 constituting oppression, for which Defendants must be punished by punitive and exemplary
15 damages in an amount according to proof. The conduct of the defendants evidences a conscious
16 disregard for the safety of others, including Plaintiffs. The Defendants' conduct was and is
17 despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer,
18 director, or managing agent of PG&E personally committed, authorized and/or ratified the
19 despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of
20 punitive damages sufficient to punish and make an example of these Defendants, and each of
21 them.

22 **8.0**

23 **SECOND CAUSE OF ACTION**

24 **Inverse Condemnation**

25 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**
26 **1 through 100, and each of them)**

27 8.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully
28 set forth herein at length.

1 8.2 On or about November 8, 2018, Plaintiffs were owners of real property and/or
2 personal property located within Butte County.

3 8.3 Prior to and on November 8, 2018, Defendant installed, owned, operated, used,
4 controlled, and/or maintained power lines, and electrical equipment in Butte County.

5 8.4 On or about November 8, 2018, as a direct, necessary, and legal result of
6 Defendants' installation, ownership, operation, use, control, and/or maintenance for a public use
7 of the power lines and electrical equipment, Defendants' electrical lines and/or equipment came
8 in contact with vegetation and caused a wildfire which burned in excess of 150,000 acres,
9 including property owned or occupied by these Plaintiffs. The fire damaged and/or destroyed
10 Plaintiffs' real and/or personal property.

11 8.5 The above described damage to Plaintiffs' property was proximately and
12 substantially caused by the actions of Defendants, and each of them, in that Defendants'
13 installation, ownership, operation, use, control, and/or maintenance for a public use of the power
14 lines and equipment was negligent and caused the subject fire.

15 8.6 Plaintiffs have not received adequate compensation for the damage to and/or
16 destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by the
17 Defendants, and each of them, without just compensation.

18 8.7 As a direct and legal result of the above-described damages to Plaintiffs' property
19 including loss of use, interference with access, enjoyment and marketability, and injury to
20 personal property, Plaintiffs have been damaged in an amount according to proof at trial.

21 8.8 Plaintiffs have incurred and will continue to incur attorney's, appraisal, and
22 engineering fees and costs because of Defendant's conduct, in amounts that cannot yet be
23 ascertained, but which are recoverable in this action under Code of Civil Procedure §1036.

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THIRD CAUSE OF ACTION

Trespass

**(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES
1 through 100)**

9.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set forth herein at length.

9.2 At all times relevant herein, Plaintiffs were the owners and lawful occupiers of property damaged by the Camp Fire.

9.3 Defendants negligently allowed the Camp Fire to ignite and/or spread out of control, causing injury to Plaintiffs. The spread of a negligently caused fire to the land of another constitutes a trespass.

9.4 Plaintiffs did not grant permission for Defendants to cause the Camp Fire to enter their properties.

9.5 As a direct, proximate, and substantial cause of the trespass, Plaintiffs have suffered and will continue to suffer damages, including but not limited to damage to property, discomfort, annoyance, and emotional distress in an amount to be proved at the time of trial.

9.6 As a further direct and proximate result of the conduct of Defendants, Plaintiffs, have hired and retained counsel to recover compensation for loss and damage and are entitled to recover all attorney's fees, expert fees, consultant fees, and litigation costs and expense, as allowed under California Code of Civil Procedure, Section 1021.9.

9.7 As a further direct and proximate result of the conduct of Defendants, Plaintiffs seek treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as allowed under California Civil Code, Section 3346.

9.8 Defendants' conduct was willful and wanton, and with a conscious contempt and disdain for the disastrous consequences that Defendants knew could occur as a result of their dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, which is an appropriate predicate fact for an award of exemplary/punitive damages in a sum according to

1 proof.

2 **10.0**

3 **FOURTH CAUSE OF ACTION**

4 **Private Nuisance**

5 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**
6 **1 through 100)**

7 10.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully
8 set forth herein at length.

9 10.2 Defendants' actions, conduct, omissions, negligence, trespass and failure to act
10 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs property,
11 invaded the right to use the Plaintiffs' property, and interfered with the enjoyment of Plaintiffs'
12 property, causing the Plaintiffs unreasonable harm and substantial actual damages constituting a
13 nuisance, pursuant to California Civil Code Section 3479.

14 10.3 As a direct and proximate result of the conduct of Defendants, Plaintiffs sustained
15 loss and damage, including but not limited to damage to property, discomfort, annoyance, and
16 emotional distress, the amount of which will be proven at trial.

17 10.4 Defendants' conduct was willful and wanton, and with a conscious contempt and
18 disdain for the disastrous consequences that Defendants knew could occur as a result of their
19 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, which is an
20 appropriate predicate fact for an award of exemplary/punitive damages in a sum according to
21 proof.

22 **11.0**

23 **FIFTH CAUSE OF ACTION**

24 **Claim Under Public Utilities Code 2106**

25 **(Against PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 100)**

26 11.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully
27 set forth herein at length.

28 11.2 As Public Utilities, Defendants are legally required to comply with the rules and

1 orders promulgated by the California Public Utilities Commission pursuant to Public Utilities
2 Code Section 702.

3 11.3 Public Utilities that perform or fail to perform something required to be done by
4 the California Constitution, a law of the State, or a regulation or order of the Public Utilities
5 Commission, which leads to loss or injury, is liable for that loss or injury, pursuant to Public
6 Utilities Code Section 2106.

7 11.4 As Public Utilities, Defendants are required to provide and maintain service,
8 equipment and facilities in a manner adequate to maintain the safety, health and convenience of
9 their customers and the public, pursuant to Public Utilities Code Section 451.

10 11.5 Defendants are required to design, engineer, construct, operate, and maintain
11 electrical supply lines and associated equipment in a manner consonant with their use, taking into
12 consideration local conditions and other circumstances, so as to provide safe and adequate electric
13 service, pursuant to Public Utility Commission General Order 95, Rule 33.1 and General Order
14 165.

15 11.6 Defendants are required to maintain vegetation in compliance with California
16 Public Resources Code Sections 4293, 4294, 4435 and Health & Safety Code Section 13001.

17 11.7 Through their conduct alleged herein, Defendants violated Public Utilities Code
18 Sections 702, 451 and/or Public Utilities Commission General Order 95, thereby making them
19 liable for losses, damages and injury sustained by Plaintiff pursuant to Public Utilities Code
20 Section 2106.

21 12.0

22 SIXTH CAUSE OF ACTION

23 Violation of Health & Safety Code §13007

24 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**
25 **1 through 100)**

26 12.1 Plaintiffs hereby re-allege and incorporate by reference each and every allegation
27 contained above as though the same were set forth herein in full.

28 12.2 By engaging in the acts and omissions alleged in this Complaint, Defendants, and

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

3 12.3 As a legal result of Defendants' violation of California Health & Safety Code §
4 13007, Plaintiffs suffered recoverable damages to property under California Health & Safety
5 Code § 13007.21

6 12.4 As a further legal result of the violation of California Health & Safety Code §
7 13007 by Defendants, Plaintiffs suffered damages that are entitled to reasonable attorney's fees
8 under California Code of Civil Procedure § 1021.9 for the prosecution of this cause of action.

9 12.5 Further, the conduct alleged against Defendant in this complaint was despicable
10 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,
11 constituting oppression, for which Defendants must be punished by punitive and exemplary
12 damages in an amount according to proof. Defendants' conduct was carried on with a willful and
13 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendant
14 must be punished by punitive and exemplary damages according to proof. An officer, director, or
15 managing agent of PG&E personally committed, authorized and/or ratified the despicable and
16 wrongful conduct alleged in this complaint.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs pray for judgment against Defendants, PG&E
19 CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 100, each of
20 them, as follows:

21 **For Negligence, Trespass, Nuisance, Claim Under Public Utilities Code 2106 and Violation**
22 **of Health & Safety Code § 13007.**

- 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, alternative living expenses, benefit, goodwill, and enjoyment of
26 Plaintiffs' real and/or personal property;
- 27 3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any
28 related displacement expenses;

- 1 4. Past and future medical expenses and incidental expenses according to proof at
- 2 trial;
- 3 5. Attorney's fees, expert fees, consultant fees, and litigation costs and expense, as
- 4 allowed under California Code of Civil Procedure, Section 1021.9;
- 5 6. Treble or double damages for wrongful injuries to timber, trees, or underwood on
- 6 their property, as allowed under California Civil Code, Section 3346;
- 7 7. Punitive/exemplary damages;
- 8 8. All costs of suit;
- 9 9. Prejudgment interest, according to proof;
- 10 10. General damages for fear, worry, annoyance, disturbance, inconvenience, mental
- 11 anguish, emotional distress, loss of quiet enjoyment of property, personal injury;
- 12 and
- 13 11. For such other and further relief as the Court shall deem proper, all according to
- 14 proof.

15 **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 and/or personal
- 19 property;
- 20 3. Loss of wages, earning capacity, and/or business profits or proceeds, and/or any
- 21 related displacement expenses;
- 22 4. All costs of suit, including attorneys' fees where appropriate, appraisal fees,
- 23 engineering fees, and related costs;
- 24 5. Prejudgment interest according to proof; and
- 25 6. For such other and further relief as the Court shall deem proper, all according to
- 26 proof.

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Plaintiffs hereby demand a jury trial on all causes of action for which a jury is available under the law.

Dated: December 7, 2018

CUTTER LAW P.C.

By: _____
John G. Roussas
Attorneys for Plaintiffs

