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**ENDORSED
FILED**
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County of San Francisco

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

KEVIN BURNETT and LESLIE MOORE;
DARWIN CRABTREE and SANDRA
CRABTREE; JOSEPH GARFIELD; ROBERT
ELDRIDGE; and BENJAMIN GREENWALD
d/b/a GREENWALD PEST DEFENSE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

PG&E CORPORATION, a California
corporation, PACIFIC GAS & ELECTRIC
COMPANY, a California corporation, and
DOES 1-20,

Defendants.

Case No. **CGC-18-571849**

CLASS ACTION COMPLAINT FOR:

- (1) NEGLIGENCE;
- (2) INVERSE CONDEMNATION;
- (3) TRESPASS;
- (4) PRIVATE NUISANCE;
- (5) PUBLIC NUISANCE;
- (6) PREMISES LIABILITY;
- (7) VIOLATIONS OF PUBLIC
UTILITIES CODE § 2106;
- (8) VIOLATIONS OF HEALTH &
SAFETY CODE § 13007; and
- (9) NEGLIGENT INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE.

DEMAND FOR JURY TRIAL

1 Plaintiffs bring this action for damages against Defendants PG&E Corporation, Pacific
2 Gas & Electric Company, and Does 1 through 20, and allege as follows:

3 **NATURE OF THE ACTION**

4 1. In November 2018, the Camp Fire (hereinafter, the “Camp Fire” or the “Fire”), the
5 deadliest and most destructive wildfire in modern California history razed more than 150,000
6 acres across parts of Butte and Plumas Counties, destroying homes, businesses, and lives.



15 2. The Camp Fire started just before sunrise on November 8th near the town of
16 Pulga. It moved rapidly west, virtually leveling the town of Paradise, with at least 88 lives lost,
17 countless others injured, and 25 people still missing, as of the date of this filing. It also
18 completely destroyed nearly 14,000 homes and hundreds of commercial buildings, along with
19 everything in them.

20 3. Tens of thousands of people, including Plaintiffs and Class members, are now
21 displaced from their homes, and many are now forced to live in shelters, tents, or their cars. They
22 are left not knowing where they will sleep, when they will have a roof over their heads again, or
23 whether they will be able to rebuild their lives.

24 4. The Camp Fire was caused by unsafe electrical infrastructure owned, operated, and
25 (improperly) maintained by PG&E Corporation and Pacific Gas & Electric Company
26 (collectively referred to as “PG&E”).

27 5. PG&E had a duty to properly maintain its electrical infrastructure to ensure its safe
28 operation, including by adequately designing, constructing, monitoring, maintaining, operating,

1 repairing, replacing, and/or improving its power lines, poles, transformers, conductors, insulators,
2 reclosers, and/or other electrical equipment. This duty included inspecting and managing
3 vegetation around its power lines and/or other electrical equipment given the foreseeable risk of
4 such vegetation coming into contact with this equipment and starting fires. Even though PG&E
5 knew that its infrastructure was aging, unsafe, and vulnerable to weather and environmental
6 conditions, it failed to fulfill these duties, and failed to take preventative measures in the face of
7 known high-risk weather conditions, such as de-energizing its electrical equipment. PG&E's
8 failures ultimately resulted in the deadliest and most destructive wildfire in California history.

9 6. This catastrophic damage and loss of life was preventable. PG&E's failing
10 infrastructure and its inadequate efforts to maintain its equipment and mitigate risk have caused
11 tragedy before, and PG&E has been sanctioned a number of times for virtually identical
12 misconduct. Despite notice of its past failures and even public reprimand, PG&E has continued to
13 cut corners and put profits over safety, and continued to operate dangerous equipment without
14 adequate risk management controls in place.

15 7. The Camp Fire is only the latest consequence of PG&E's improper conduct.

16 8. PG&E has caused Plaintiffs and Class members to suffer devastating property
17 damage, economic losses, and disruption to their homes, businesses, livelihoods, and wellbeing.

18 **PARTIES**

19 **A. Plaintiffs**

20 9. Plaintiffs Kevin Burnett and Leslie Moore are natural persons and residents of the
21 State of California.

22 10. Plaintiffs Darwin and Sandra Crabtree are natural persons and residents of the
23 State of California.

24 11. Plaintiff Joseph Garfield is a natural person and resident of the State of California.

25 12. Plaintiff Robert Eldridge is a natural person and resident of the State of California.

26 13. Plaintiff Benjamin Greenwald d/b/a Greenwald Pest Defense is a natural person
27 and resident of the State of California who established, owns, and manages Greenwald Pest
28 Defense, a sole proprietorship.

1 **B. PG&E Defendants**

2 14. Defendant PG&E Corporation is a corporation existing under the laws of the State
3 of California, with its principal place of business located at 77 Beale Street, San Francisco,
4 California, 94105. PG&E Corporation conducts business throughout this County and the State of
5 California. PG&E Corporation is an energy-based holding company. It is the parent company of
6 Pacific Gas & Electric Company. PG&E Corporation subsidiaries provide customers with public
7 utility services, and services relating to the generation of energy, generation of electricity,
8 transmission of electricity and natural gas, and the distribution of energy.

9 15. Defendant Pacific Gas & Electric Company is a corporation existing under the
10 laws of the State of California, with its principal place of business located at 77 Beale Street, San
11 Francisco, California 94105. Pacific Gas & Electric Company conducts business throughout this
12 County and the State of California.

13 16. Pacific Gas & Electric Company is both an “Electrical Corporation” and a “Public
14 Utility” pursuant to, respectively, Sections 218(a) and 216(a) of the California Public Utilities
15 Code. Pacific Gas & Electric Company is in the business of providing electricity to the residents
16 and businesses of Northern California and, more particularly, to Plaintiffs’ and Class members’
17 residences, business, and properties through a network of electrical transmission and distribution
18 lines.

19 17. Pacific Gas & Electric Company, based in San Francisco County, is one of the
20 nation’s largest electric utilities, serving over 5 million households within Northern California. It
21 is wholly-owned by PG&E Corporation, which has a market capitalization of over \$ 13 billion.
22 PG&E Corporation’s assets total approximately \$ 70 billion.

23 18. Defendants have at least \$1.4 billion in wildfire insurance.

24 19. Pacific Gas & Electric Company is a privately-owned public utility, which enjoys
25 a state-protected monopoly or quasi-monopoly, derived from its exclusive franchise provided by
26 the State of California and is more akin to a governmental entity than a purely private entity and
27 runs its utility affairs like a governmental entity. Pacific Gas & Electric Company’s monopoly is
28 guaranteed and safeguarded by the California Public Utilities Commission (“CPUC”), which

1 possesses the power to refuse to issue certificates of public convenience and necessity to permit
2 potential competition to enter the market. The policy justifications underlying inverse
3 condemnation liability are that individual property owners should not have to contribute
4 disproportionately to the risks from public improvements made to benefit the community as a
5 whole. Under the rules and regulations set forth by the CPUC, amounts that Pacific Gas &
6 Electric Company must pay in inverse condemnation can be included in its rates and spread
7 among the entire group of rate payers so long as it is acting as a reasonable and prudent manager
8 of its electric distribution systems.

9 20. Defendants PG&E Corporation and Pacific Gas and Electric Company provide
10 public utility services, including the generation, transmission, and distribution of electricity to
11 millions of customers in Northern and Central California, including to residents of Butte County,
12 where the Camp Fire originated.

13 21. Plaintiffs allege that PG&E Corporation and Pacific Gas and Electric Company are
14 jointly and severally liable for each other's wrongful acts and omissions as alleged in this
15 Complaint based on the following:

16 a. PG&E Corporation and Pacific Gas & Electric Company operate as a
17 single business enterprise operating out of the same building located at 77 Beale Street, San
18 Francisco, California, for the purposes of carrying out and effectuating Pacific Gas & Electric
19 Company's business and operations and/or for the benefit of PG&E Corporation;

20 b. PG&E Corporation and Pacific Gas & Electric Company do not operate as
21 completely separate entities; but rather, integrate their resources to achieve a common business
22 purpose;

23 c. Pacific Gas & Electric Company is so organized and controlled, and its
24 decisions, affairs and business so conducted as to make it a mere instrumentality, agent, conduit
25 or adjunct of PG&E Corporation;

26 d. Pacific Gas & Electric Company's income results from function
27 integration, centralization of management, and economies of scale with PG&E Corporation;
28

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

1 p. PG&E Corporation's officers, directors, and other management make
2 policies and decisions to be effectuated by Pacific Gas & Electric Company and/or otherwise play
3 roles in providing directions and making decisions for Pacific Gas & Electric Company;

4 q. PG&E Corporation's officers, directors, and other management direct
5 certain financial decisions for Pacific Gas & Electric Company, including the amount and nature
6 of capital outlays;

7 r. PG&E Corporation's written guidelines, policies, and procedures control
8 Pacific Gas & Electric Company's employees, policies, and practices;

9 s. PG&E Corporation files consolidated earnings statements factoring all
10 revenue and losses from Pacific Gas & Electric Company as well as consolidated tax returns,
11 including those seeking tax relief; and/or, without limitation; and

12 t. PG&E Corporation generally directs and controls Pacific Gas & Electric
13 Company's relationship with, requests to, and responses to inquiries from, the CPUC and uses
14 such direction and control for the benefit of PG&E Corporation.

15 **C. Doe Defendants**

16 22. The true names and capacities, whether individual, corporate, associate, or
17 otherwise of Defendants Does 1 through 20 are unknown to Plaintiffs at this time. As such
18 Plaintiffs sue such Defendants as Doe Defendants pursuant to Code of Civil Procedure § 474.

19 23. Plaintiffs further allege that each Doe Defendant is in some manner responsible for
20 the acts and occurrences set forth in this Complaint. Plaintiffs may amend or seek to amend this
21 Complaint to allege the true names, capacities, and responsibility of these Doe Defendants once
22 they are ascertained, and to add additional facts and/or legal theories. Plaintiffs make all
23 allegations contained in this Complaint against all Defendants, including Does 1 through 20.

24 **D. Agency and Concert of Action**

25 24. At all times mentioned herein, Defendants, and/or each of them, were the agents,
26 servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each
27 of the other Defendants named in this Complaint and were at all times operating and acting within
28 the purpose and scope of such agency, service, employment, partnership, enterprise, conspiracy,

1 and/or joint venture, and each Defendant has ratified and approved the acts of each of the
2 remaining Defendants. Each of the Defendants aided and abetted, encouraged, and rendered
3 substantial assistance to the other Defendants in breaching their obligations to Plaintiffs as alleged
4 herein. In taking action to aid and abet, and substantially assist the commission of these wrongful
5 acts and other wrongdoings complained of, as alleged herein, each of the Defendants acted with
6 an awareness of his/her/its primary wrongdoing and realized that his/her/its conduct would
7 substantially assist the accomplishment of the wrongful conduct, wrongful goals, and
8 wrongdoing.

9 **JURISDICTION AND VENUE**

10 25. This Court has subject matter jurisdiction over this matter pursuant to California
11 Code of Civil Procedure § 395(a) because, at all times relevant, Defendants have resided in, been
12 incorporated in, and conducted significant business in the State of California. The amount in
13 controversy exceeds the jurisdictional minimum of this Court.

14 26. This Court has personal jurisdiction over Defendants because they are
15 headquartered in this State, and the conduct alleged in this Complaint occurred in, and/or
16 emanated from, this State.

17 27. Venue is proper in this County pursuant to California Code of Civil Procedure
18 § 395.5 because Defendants reside in this County, their principal place of business is located in
19 this County, and the conduct at issue occurred in, and/or emanated from, this County.

20 **FACTUAL BACKGROUND**

21 **I. PG&E Had a Duty to Safely Design, Operate, and Maintain Its Electrical Systems**

22 28. PG&E is the leading supplier of electricity in Northern California. It owns, installs,
23 constructs, operates, and maintains overhead power lines and/or electrical equipment throughout
24 Northern and Central California for the purpose of transmitting and distributing energy to the
25 general public. PG&E's lines and equipment were located at and around the origin points of the
26 Camp Fire.

1 29. Electrical infrastructure is inherently dangerous and hazardous, and PG&E knows
2 this. The transmission and distribution of electricity requires PG&E to exercise an increased level
3 of care in line with the increased risk of associated danger.

4 30. At all relevant times, PG&E had and continues to have a non-transferable, non-
5 delegable duty to properly construct, inspect, repair, maintain, manage, and/or operate its power
6 lines and/or other electrical equipment and to keep vegetation properly trimmed at a safe distance
7 so as to prevent foreseeable contact with such electrical equipment.

8 31. In the construction, inspection, repair, maintenance, management, ownership,
9 and/or operation of its power lines and other electrical equipment, PG&E had an obligation to
10 comply with a number of statutes, regulations, and standards, including, but not limited to: Code
11 of Civil Procedure § 733; Public Resource Code §§ 4292, 4293, and 4435; Public Utilities Code
12 § 451; and General Order Numbers 95 and 165.

13 32. Public Resources Code § 4293, for example, requires PG&E to maintain a
14 clearance of four to 10 feet for all of its power lines, depending on their voltage. In addition,
15 “[d]ead trees, old decadent or rotten trees, trees weakened by decay or disease and trees or
16 portions thereof that are leaning toward the line which may contact the line from the side or may
17 fall on the line shall be felled, cut, or trimmed so as to remove such hazard.”

18 33. PG&E was well aware of the risks posed by its electrical delivery system,
19 including the importance of proper vegetation management.

20 34. For example, in June 2014, the CPUC directed PG&E and all investor-owned
21 utilities to take remedial measures to reduce the likelihood of fires started by or threatening utility
22 facilities.¹ CPUC specifically told PG&E that it could seek to recover incremental costs
23 associated with these remedial measures outside of the general ratemaking process. This
24 represented additional funding on top of already available vegetation-management funding, to
25 ensure the implementation of appropriate remedial measures.

26
27 ¹ Cal. Pub. Utils. Comm’n, Resolution ESRB-4, (June 16, 2014)
28 <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M096/K415/96415169.pdf>.

1 35. Following the siege of devastating Northern California fires in 2017 (hereinafter,
2 the “North Bay Fires”), the CPUC adopted new vegetation and fire safety standards to protect
3 certain high-threat fire areas.²

4 36. PG&E knew or should have known that such standards and regulations were
5 minimum standards and that PG&E has a duty to identify vegetation that posed a foreseeable
6 hazard to power lines and/or other electrical equipment, and to manage the growth of vegetation
7 near its power lines and equipment to prevent the foreseeable danger of contact between
8 vegetation and power lines, or contact between the lines themselves, starting a fire.

9 37. Further, at all relevant times PG&E had, and continues to have, a duty to manage,
10 maintain, repair, and/or replace its aging infrastructure to protect public safety. These objectives
11 could and should have been accomplished in a number of ways, including, but not limited to,
12 putting power lines and/or other electrical equipment underground in wildfire-prone areas,
13 increasing inspections, developing and implementing protocols to shut down electrical operations
14 in emergency situations, modernizing infrastructure, and/or obtaining an independent audit of its
15 risk management programs to ensure effectiveness.

16 38. Defendants were specifically aware that they had a duty to maintain equipment
17 and the surrounding vegetation in compliance with state regulations and knew or should have
18 known that failing to do so would expose Plaintiffs, Class members, and the general public to a
19 serious risk of a catastrophic event resulting in loss of life, bodily injury, damage to property, and
20 other losses. Unfortunately, time and time again, Defendants have abdicated their duties and
21 exposed the public to unacceptable risk.

22 **II. PG&E’s Long History of Safety Violations**

23 39. The Camp Fire is the most recent, most destructive, and deadliest wildfire PG&E
24 has caused. But it is hardly the first.

27 ² Press Release, CPUC, CPUC Adopts New Fire Safety Regulations (Dec. 14, 2017),
28 <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M201/K352/201352402.PDF>.

1 40. In fact, PG&E knew about the significant risk of wildfires from its ineffective
2 vegetation management programs, unsafe equipment, and/or aging infrastructure for decades
3 before the Camp Fire began, and has been repeatedly fined and/or convicted of crimes for failing
4 to mitigate these risks:

5 a. In 1994, PG&E's failure to trim trees near its power lines caused the
6 devastating Trauner Fire in Nevada County, California. In 1997, a jury found PG&E liable for
7 739 counts of criminal negligence for causing this fire. Subsequent to the trial, a report authored
8 by the CPUC revealed that from 1987 through 1994, PG&E diverted \$495 million from its
9 budgets for maintaining its systems, and instead, used this money to boost corporate profits.³

10 b. In 2003, PG&E's apparent inability to learn from its past mistakes caused a
11 fire at its Mission District Substation in San Francisco. In 2004, the CPUC investigated the fire
12 and concluded that it was "quite troubling that PG&E did not implement its own
13 recommendations" after a previous fire at the same substation.⁴

14 c. In 2008, PG&E's inadequate repair job and infrastructure caused a deadly
15 explosion in Rancho Cordova, California. In 2010, the CPUC fined PG&E \$38 million for
16 causing and failing to prevent the explosion.⁵

17 d. In 2010, PG&E's aging infrastructure caused a deadly gas explosion in San
18 Bruno, California that killed eight people and destroyed dozens of homes. As a result, the CPUC
19 slapped PG&E with a \$1.6 billion fine, and PG&E was later found guilty of six felony charges.⁶

21
22 ³ Kenneth Howe, *et al.*, *Tree Trimming Pact Lowers PG&E Fine to \$29 Million*, SFGate
23 (Apr. 3, 1999), <http://www.sfgate.com/news/article/Tree-Trimming-Pact-Lowers-PG-E-Fine-to-29-Million-2938340.php>.

24 ⁴ Richard W. Clark, Investigation Report on PG&E Mission Substance Fire and Outage
(Oct. 20, 2004), <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.PDF>.

25 ⁵ Associated Press, *PG&E to Pay \$38 Million Fine in 2008 Explosion*, San Diego Tribune
26 (Dec. 1, 2011), <http://www.sandiegouniontribune.com/sdut-pge-to-pay-38-million-fine-in-2008-explosion-2011dec01-story.html>.

27 ⁶ George Avalos, *PG&E Loses Ruling in San Bruno Explosion Trial*, San Jose Mercury
28 News (Nov. 18, 2016 3:42 P.M.), <http://www.mercurynews.com/2016/11/17/pge-loses-ruling-in-san-bruno-explosion-trial/>.

1 e. In 2011, PG&E caused an explosion in Cupertino when it failed to replace
2 a plastic pipe that it had known was unsafe since at least 2002. PG&E ignored warnings about the
3 dangerous nature of the pipe, and instead chose to do nothing.⁷

4 f. In 2014, PG&E's disregard for public safety and inadequate recordkeeping
5 caused an explosion in Carmel. As a result, the CPUC required PG&E to pay over \$36 million in
6 fines.⁸

7 g. Since 2014, PG&E has been fined \$9.65 million by the CPUC for incidents
8 solely related to its electrical distribution systems.⁹

9 h. In 2015, PG&E was responsible for causing the massive Butte Fire, which
10 destroyed hundreds of homes and killed two people in Calaveras and Amador Counties. The fire
11 was the result of PG&E's inadequate and unlawful vegetation management practices and
12 disregard for public safety. After the fire, in 2017, the CPUC fined PG&E a total of \$8.3 million
13 for violating multiple safety laws.¹⁰

14 i. On April 9, 2015, the CPUC imposed a record \$1.6 billion fine on PG&E
15 for safety violations that resulted in deaths, injuries, and destroyed homes related to the San
16 Bruno Fire. One of the stated purposes of the CPUC rendering such a record fine against PG&E
17 was to "ensure that nothing like this happens again."

18
19
20 ⁷ Paul Rogers, *PG&E Pipe that Exploded in Cupertino Was Made of Material Connected*
21 *with Numerous Other Fires*, San Jose Mercury News (Aug. 13, 2016 2:34 P.M.),
<http://www.mercurynews.com/2011/09/02/pge-pipe-that-exploded-in-cupertino-was-made-of-material-connected-with-numerous-other-fires/>.

22 ⁸ Tom Leyde, *CPUC Fines PG&E \$24.3 Million in Case Related to 2014 Carmel House*
23 *Explosion*, <http://www.montereyherald.com/article/NF/20160601/NEWS/160609989> (noting that
24 PG&E was fined \$10.8 M by the CPUC and \$24.3 by an Administrative Law Judge). PG&E also
25 paid \$1.6 M to the city of Carmel in penalties. *See* Rachel Swan, *PG&E to Pay \$1.6 Million To*
26 *Settle Suit Over Carmel Blast*, SFGate (June 9, 2017), <http://www.sfgate.com/bayarea/article/PG-E-to-pay-1-6-million-to-settle-suit-over-11209644.php>.

27 ⁹ "Electric Safety Citations Issued," Cal. Pub. Utils. Comm'n,
28 <http://www.cpuc.ca.gov/General.aspx?id=1965>.

¹⁰ *PG&E Issued Citations and Fined \$8.3M For Violations Related to Butte Fire*, CBS
Sacramento (Apr. 25, 2017 9:28 P.M.), <http://sacramento.cbslocal.com/2017/04/25/pge-issued-citations-and-fined-8-3m-for-violations-related-to-butte-fire/>.

1 j. But it did happen again. In October 2017, a series of fires ravaged
2 communities across Northern California, including in Butte County, causing extensive death and
3 destruction. The North Bay Fires caused the deaths of 44 people, and hospitalized over 185
4 others. In addition, the fires displaced about 100,000 individuals, and are estimated to have
5 burned more than 245,000 acres and damaged or destroyed 14,700 homes, 3,600 vehicles, and
6 728 businesses. The North Bay Fires had different points of origin but shared a common
7 underlying cause: they were sparked by unsafe electrical infrastructure owned, operated and
8 (improperly) maintained by PG&E. Investigation into the fires revealed a pattern of missteps,
9 mismanagement, and misconduct by PG&E, including its failure to properly maintain its
10 electrical infrastructure, its failure to inspect, manage, and/or control vegetation growth around its
11 power lines and/or other electrical equipment, and its failure to adequately construct, manage,
12 monitor, maintain, operate, repair, replace, and/or improve its power lines, poles, transformers,
13 conductors, insulators, reclosers, and/or other electrical equipment in a safe manner, despite
14 knowledge that its infrastructure was aging, unsafe, and vulnerable to weather and environmental
15 conditions. Investigation and litigation is ongoing, but state agencies have repeatedly identified
16 PG&E's equipment as the cause of the fires. so far, Cal Fire investigators have determined that 16
17 of the fires involved PG&E's electrical equipment, including four fires that were alone
18 responsible for half of the North Bay Fire deaths (the Redwood Valley Fire in Mendocino
19 County, the Atlas Fire in Napa County, originating fires contributing to the Nuns Fire in Sonoma
20 County and the Cascade Fire in Yuba County), and the Cherokee Fire in Butte County.

21 41. Additionally, Cal Fire has concluded in 11 of the fires so far that PG&E violated
22 California state law, and referred those investigations to District Attorneys for possible criminal
23 prosecution of PG&E for these fires. On November 8, 2018, the Camp Fire became the latest of
24 these fatal, preventable tragedies.

25 42. Individual and class claims arising from the North Bay Fires have been
26 coordinated by the Judicial Council as JCCP No. 4955 the California North Bay Fire Cases and
27 assigned to Judge Curtis E.A. Karnow as Coordination Trial Judge.
28

The Camp Fire



43. On November 8, 2018, at or around 6:29 a.m., a fire sparked by faulty PG&E equipment erupted in Pulga, California near Pulga Road and Camp Creek Road, near Jarbo Gap.

44. Approximately 15 minutes later, another fire ignited near Concow, also sparked by faulty PG&E equipment.

45. Upon information and belief, these fires combined shortly thereafter to become the Camp Fire.

46. Fueled by high winds in the Feather River Canyon, what locals call the “Jarbo Wind,” the Camp Fire raced west toward the community of Paradise, a town of about 27,000 in the Sierra Nevada foothills. The Camp Fire destroyed Paradise, as well as the neighboring communities of Concow, Magalia, and Parkhill. The fire swept through these communities, killing many residents in their homes. Those who could fled for their lives, with some dying in

1 their cars as they tried to escape. Those who managed to survive often lost everything they had
2 been forced to leave behind.

3 47. The Camp Fire is the deadliest and most destructive fire in California history. The
4 blaze was so massive that NASA satellites could see the smoke from the Camp Fire from space.¹¹



14 48. For those who witnessed the destruction firsthand, the Camp Fire was a shocking
15 and unfathomable sight. As one resident of Paradise put it: “It looked like the gates of hell opened
16 up.”¹²



11 Kasha Patel, *Camp Fire Rages in California*, NASA Earth Observatory,
12 <https://earthobservatory.nasa.gov/images/144225/camp-fire-rages-in-california>. NASA Earth
13 Observatory image by Joshua Stevens.

14 ¹² Mike Chapman, *Camp Fire Evacuee: “It Looked Like the Gates of Hell Opened Up”*,
15 Record Searchlight, [https://www.redding.com/story/news/2018/11/10/camp-fire-paradise-
16 evacuee-story-description/1958280002/](https://www.redding.com/story/news/2018/11/10/camp-fire-paradise-evacuee-story-description/1958280002/).

1 49. The Camp Fire burned for more than two weeks and destroyed more than 18,000
2 structures, including nearly 14,000 homes. Tens of thousands of residents were displaced. Scores
3 were forced to flee amidst chaos in early morning hours, as the Fire spread at a rate of
4 approximately 80 football fields each minute.¹³ Many residents were forced to leave without their
5 belongings, and now have nothing to return to.

6 50. Not all residents were able to escape. The Fire has resulted in 88 deaths so far, and
7 25 others are still reported missing.

8 51. The Camp Fire sent thick smoke into the sky, creating unsafe air quality conditions
9 throughout the region. For over two weeks, Chico was smothered in an unrelenting haze. As far
10 away as Sacramento and the Bay Area, schools and offices closed in response to the hazardous
11 conditions of the polluted air.

12 52. By every measure, Camp Fire has been utterly devastating. But it was also,
13 tragically, preventable. As detailed below, the cause of Camp Fire is a familiar narrative: PG&E
14 disregarded public safety by improperly operating and maintaining its electrical infrastructure and
15 equipment.

16 53. PG&E was aware of these dangers and risks: it knew its infrastructure was aging
17 and inadequately maintained (indeed, “run to failure” is its corporate policy), it knew trees and
18 vegetation were too close to the poles and lines, it was acutely aware of current and seasonal
19 weather in Northern California that created a high risk of fire, it knew where and how fires had
20 ignited before in these areas, and it knew its own failures had caused fires and the attendant
21 destruction many times before.

22 54. PG&E knew all of this, but failed to adequately act on this knowledge.

23 55. PG&E’s ongoing corporate policy of putting profits over public safety has
24 repeatedly resulted in catastrophic loss of life and injury to persons and property. Plaintiffs and
25 others like them have had their lives decimated by the Camp Fire: their homes and businesses

26 ¹³ CNN Wire, *A Northern California Fire is Growing at a Rate of About 80 Football Fields*
27 *per Minute*, WGNO ABC News, [https://wgno.com/2018/11/09/a-northern-california-fire-is-](https://wgno.com/2018/11/09/a-northern-california-fire-is-growing-at-a-rate-of-about-80-football-fields-per-minute/)
28 [growing-at-a-rate-of-about-80-football-fields-per-minute/](https://wgno.com/2018/11/09/a-northern-california-fire-is-growing-at-a-rate-of-about-80-football-fields-per-minute/).

1 have been damaged or destroyed, they've lost money and business, and they will spend years
2 trying to rebuild their lives and livelihoods in the Camp Fire's wake.

3 **II. PG&E's Failed Infrastructure and Negligent Practices Caused the Camp Fire**

4 56. To supply electricity to general public, PG&E installed, constructed, built,
5 maintained, and operated overhead power lines and/or other electrical equipment, for the purpose
6 of delivering power to homes and businesses in and around the communities where the Camp Fire
7 occurred.

8 57. At dawn on Thursday, November 8, 2018, emergency responders were dispatched
9 to a vegetation fire "under the high tension power lines" across the Feather River and Poe Dam.¹⁴

10 58. Ten minutes after the initial call, at 6:43 a.m., the first firefighters on the scene
11 reported that the Fire was "on the west side of the river underneath the transmission lines." And
12 as fire trucks arrived throughout the day, and the flames engulfed the town of Paradise, each truck
13 relayed the same message: "power lines down."¹⁵

14 59. As more calls followed and firefighters began to arrive, the Camp Fire's cause
15 became clear: the power lines and/or electrical equipment owned, operated, and improperly
16 maintained by PG&E had failed yet again.

17 60. That afternoon, PG&E filed an Electric Incident Report with the CPUC (Incident
18 No: 181108-9002) which stated that mere minutes before Camp Fire began, PG&E had
19 experienced a problem on the Caribou-Palermo 115,000 volt transmission line, a high-voltage
20 transmission line at the Poe Dam site.¹⁶ It further acknowledged that an aerial patrol later that day
21 showed "damage" to that same transmission tower.¹⁷

22 ¹⁴ Tribune News Service, *PG&E Power Lines May Have Sparked Deadly Camp Fire*, San
23 Francisco Examiner, (Nov. 10, 2018 12:11 A.M.) <http://www.sfexaminer.com/pge-power-lines-may-sparked-deadly-camp-fire/>.

24 ¹⁵ *Id.*

25 ¹⁶ Associated Press, *Pacific Gas & Electric Reports Power Line Problem Near Camp Fire*,
26 ABC10news, (Nov. 9, 2018 7:55 P.M.) <https://www.10news.com/news/pacific-gas-electric-reports-power-line-problem-near-camp-fire>.

27 ¹⁷ *Electric Safety Incident Reported - Pacific Gas & Electric Incident No.: 181108-9002*,
28 CPUC, (Nov. 8, 2018 4:09 P.M.), <https://assets.documentcloud.org/documents/5032723/Electric-Safety-Incident-Reported-Pacific-Gas.pdf>.

1 61. This damage to the transmission tower, and the devastating fire that resulted, came
2 only one day after PG&E emailed a Pulga resident to inform her that the company was—in the
3 resident’s words—“having problems with sparks”¹⁸ and that a nearby transmission tower would
4 soon be fixed.¹⁹

5 62. Moreover, the fire ignited only two days after PG&E notified residents that it was
6 considering shutting down power in Butte County because of forecasts of high wind and low
7 humidity.²⁰ In a November 6, 2018 press release, PG&E pointed to “expected extreme fire danger
8 conditions” as the reason it may “proactively” implement these measures.²¹ But PG&E did
9 nothing.

10 63. PG&E has also disclosed a second incident on the morning the Camp Fire
11 started—also involving a failure of its faulty equipment—that likely produced a second origin
12 source for the Camp Fire.

13 64. More than a week after the incident occurred and the Camp Fire began, PG&E
14 filed a second Electric Incident Report, No. 181116-9015 with the CPUC on November 16, 2018,
15 which reported an outage in Concow on November 8, 2018, at 6:45 a.m. on the Big Bend 1101
16 circuit—a mere 15 minutes after the first ignition of the Camp Fire. PG&E reported to the CPUC
17
18

19 ¹⁸ Associated Press, *PG&E Emailed Woman About Sparks Problems Before Butte County*
20 *Camp Fire*, Kron 4 (Nov. 12, 2018 7:14 P.M.) <https://www.kron4.com/news/california/pg-e-emailed-woman-about-sparks-problems-before-butte-county-camp-fire/1591965591> .

21 ¹⁹ Matthias Gafni, *Pulga Woman: PG&E Told Her It Needed To Fix Transmission Tower*
22 *Problem Day Before Camp Fire Started*, Chico Enterprise-Record (Nov. 13, 2018 10:21 A.M.),
<https://www.chicoer.com/2018/11/12/state-regulators-investigating-pge-socal-edison-for-roles-in-deadly-camp-woolsey-fires/>.

23 ²⁰ Matthias Gafni, *PG&E Power Lines May Have Sparked Deadly Camp Fire, According to*
24 *Radio Transmissions*, The Mercury News (Nov. 12, 2018 12:03 P.M.),
<https://www.mercurynews.com/2018/11/09/pge-power-lines-may-have-sparked-deadly-butte-county-wildfire-according-to-radio-transmissions/>.

25 ²¹ Press Release, PG&E, PG&E Notifying Customers in Parts of Nine Counties About
26 Extreme Weather Forecasts and Potential for Public Safety Power Shutoff (Nov. 6, 2018),
27 https://www.pge.com/en/about/newsroom/newsdetails/index.page?WT.pgeac=PSPS_CurrentAlertRelease&title=20181106_pge_notifying_customers_in_parts_of_nine_counties_about_extreme_weather_forecasts_and_potential_for_public_safety_power_shutoff.

1 that Cal Fire “has collected PG&E equipment on that circuit” and “secured a location near PG&E
2 facilities on that circuit.”²²

3 65. In addition to direct fire damage, the Camp Fire also created serious air quality
4 issues in the affected areas and the surrounding regions. By November 9, 2018 the heavy smoke
5 from the wildfires had spread hundreds of miles, and extremely unhealthy air quality indices were
6 registered in the cities of San Francisco and Fremont, among others.²³ In Ukiah, California,
7 90 miles southwest of the Fire’s origins, smoke was so thick that its residents were inhaling the
8 equivalent of more than a dozen cigarettes a day.²⁴

9 66. Due to the poor air quality, dozens of Bay Area schools cancelled class²⁵ and
10 Sacramento cancelled its Veterans Day Parade. Numerous other cities throughout Northern
11 California were forced to cancel outdoor activities.²⁶

12 67. Because of visibility issues caused by smoke from the Fire, one quarter of all
13 flights scheduled to depart or land at San Francisco International Airport were delayed, and at
14 least 19 were cancelled.²⁷

17 ²² *Electric Safety Incident Reported- Pacific Gas & Electric Incident No.: 181116-9015*,
18 CPUC (Nov. 16, 2018 4:00 P.M.),
19 [http://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/News_Room/NewsUpdates/2018/
20 EIR_IncidentNo181116-9015.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/News_Room/NewsUpdates/2018/EIR_IncidentNo181116-9015.pdf).

21 ²³ Reggie Aqui, *Air Quality in Bay Area Worse Than Beijing Due To Camp Fire in Butte*
22 *County*, ABC 7 News (Nov. 9, 2018), [https://abc7news.com/weather/air-quality-in-bay-area-
23 worse-than-beijing-due-to-camp-fire-in-butte-co/4655634/](https://abc7news.com/weather/air-quality-in-bay-area-worse-than-beijing-due-to-camp-fire-in-butte-co/4655634/).

24 ²⁴ Zöe Schlanger, *In Parts of California, Breathing Is Like Smoking Half a Pack of*
25 *Cigarettes a Day*, Quartz (Nov. 9, 2018), [https://qz.com/1458615/the-camp-fire-is-making-
26 california-air-quality-as-bad-as-smoking-half-a-pack-of-cigarettes-a-day/](https://qz.com/1458615/the-camp-fire-is-making-california-air-quality-as-bad-as-smoking-half-a-pack-of-cigarettes-a-day/) .

27 ²⁵ Amy Hollyfield, *Poor Air Quality Triggers Dozens of School Closures in Bay Area*, ABC
28 7 News (Nov. 9, 2018), [https://abc7news.com/weather/poor-air-quality-triggers-dozens-of-
school-closures-in-bay-area/4653739/](https://abc7news.com/weather/poor-air-quality-triggers-dozens-of-school-closures-in-bay-area/4653739/).

²⁶ Kerry Benefield, *Poor Air Quality Prompts Rescheduling of High School, SRJC Contests*,
The Press Democrat (Nov. 9, 2018), [https://www.pressdemocrat.com/sports/8934275-181/poor-
air-quality-prompts-change](https://www.pressdemocrat.com/sports/8934275-181/poor-air-quality-prompts-change) .

²⁷ Melia Russell, *Hundreds of Flights Delayed at SFO Due To Camp Fire Smoke*, San
Francisco Chronicle, [https://www.sfchronicle.com/business/article/Hundreds-of-flights-delayed-
at-SFO-due-to-Camp-13379115.php](https://www.sfchronicle.com/business/article/Hundreds-of-flights-delayed-at-SFO-due-to-Camp-13379115.php) .

1 **III. PG&E Knew Its Infrastructure Was a Danger to Northern California.**

2 68. Long before the Camp Fire began, PG&E knew that its aging infrastructure,
3 inadequate maintenance, and deficient risk management practices posed a serious threat of
4 wildfires in the region.

5 69. Merely five years ago, a report by Liberty Consulting Group—which had been
6 tasked with conducting an independent review of PG&E’s proposed capital and operations and
7 maintenance expenditures—concluded that “several aspects of the PG&E [electrical] distribution
8 system present significant safety issues.”²⁸

9 70. The Report authors detailed a dire situation, in which “system safety risks from
10 aging infrastructure” pervaded PG&E’s operations, and where it was clear that “today’s
11 infrastructure problems will contribute to tomorrow’s safety problems.” Indeed, the authors were
12 so concerned about the state of PG&E’s aging infrastructure that they unequivocally
13 recommended treating it as “an enterprise-level risk.”

14 71. Specifically, the Report warned that more than half of PG&E’s systems had
15 obsolete and unsafe small-size wiring (also known as “conductors”) that should have been
16 replaced with larger-size wires long ago. The reason was simple: small-size conductors are more
17 susceptible to breaking as they aged, particularly in certain weather conditions.

18 72. Even though PG&E knew the majority of its system was obsolete—from its unsafe
19 wiring to its decaying utility poles—it failed to take the necessary steps to update it and/or
20 mitigate the risks it posed.

21 73. For example, in a December 31, 2015 letter to PG&E regarding an audit of
22 PG&E’s Sonoma Division, Fayi Daye, a supervising electric safety regulator CPUC, outlined the
23 violations found in the review of records between 2010 and 2015 and a spot check of PG&E
24 electrical distribution equipment. Fayi Daye’s letter stated the following:

25 PG&E’s records indicated that from August 2010 to September 21,
26 2015, a total of 3,527 work orders were completed past their

27 ²⁸ The Liberty Consulting Group, Study of Risk Assessment and PG&E’s GRC, Presented
28 to: The California Public Utilities Commission Group, Safety and Enforcement Division, (May 6,
2013), <http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M065/K394/65394210.PDF>.

1 scheduled date of corrective action per PG&E's Electric
2 Notification Prioritization Standards. Late work orders included
overhead and underground facilities.²⁹

3 The letter concluded that these delays violated CPUC General Order No. 128, Rule 17 .1, which
4 sets forth the CPUC's design, construction, and maintenance rules for electrical systems.

5 74. According to State Senator Jerry Hill, these findings were "shocking" because
6 "[PG&E is] getting the money for these, they are getting the funds to do the work in a timely
7 manner."³⁰ In other words, PG&E had taken the money but failed to correct the problems.

8 75. Rather than allocate adequate funds from the money it obtains from customers for
9 infrastructure maintenance and safety, PG&E funnels funds to boost its own corporate profits and
10 compensation. This pattern and practice of favoring profits over a solid and well-maintained
11 infrastructure that would be safe and dependable for years to come exposed the citizens of
12 Northern California, such as the Plaintiffs and Class members, to an increased risk of a
13 catastrophic event such as the Camp Fire.

14 76. For example, according to documents released by the Utility Reform Network,
15 PG&E supposedly planned to replace a segment of the San Bruno pipeline in 2007 that it
16 identified as one of the riskiest pipelines in PG&E's system. PG&E collected \$5 million from its
17 customers to complete the project by 2009, but instead deferred the project until it was too late
18 and repurposed the money to other priorities. That same year, PG&E spent nearly \$5 million on
19 bonuses for six of its top executives.³¹

22 ²⁹ Letter from Eric Back, Director of Compliance and Risk Management, PG&E, to
23 Charlotte TerKeurst, Program Manager, CPUC, ESRB, (Feb. 1, 2016),
http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/EA2015-018%20Sonoma%20PGE%20Response%20Letter.pdf .

24 ³⁰ Jaxon Van Derbeken, *State Audit Shows PG&E Had Repair Job Backlog in Sonoma, Santa Rosa*, NBC Bay Area (Oct. 20, 2017 7:31 P.M.),
25 <https://www.nbcbayarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-Sonoma-Santa-Rosa-451996923.html>.
26

27 ³¹ Steve Johnson, *et al.*, *PG&E Accused of Delaying Crucial Repair Work*, San Jose
28 Mercury News (Sept. 15, 2010 1:58 P.M.),
<http://www.mercurynews.com/2010/09/15/pgeaccusedofdelayingcrucialrepairwork/>.

1 77. Moreover, in the past PG&E has implemented multiple programs that provide
2 monetary incentives to its employees, agents, and/or contractors to ignore known safety problems.
3 Prior to the 2015Butte Fire, PG&E chose to provide bonuses to its contractors to cut fewer trees,
4 even though PG&E was required to have an inspection program in place that removed all
5 dangerous trees to reduce the risk of wildfires. Robert Urban, a regional officer for a PG&E
6 contractor, stated that he had a concern that the bonus system incentivized his employees to not
7 do their job, but PG&E chose to keep this program despite knowing this risk.

8 78. Similarly, prior to the San Bruno explosion, PG&E had a program that provided
9 bonuses to employees to not report or fix gas leaks, in order to keep repair costs down. This
10 program resulted in the failure to detect a significant number of gas leaks, many of which were
11 considered serious. According to Richard Kuprewicz, an independent pipeline safety expert,
12 PG&E's incentive system was "training and rewarding people to do the wrong thing,"
13 emblematic of "a seriously broken process," and "explains many of the systemic problems in this
14 operation that contributed to the [San Bruno] tragedy."³²

15 **IV. PG&E Was Aware of Foreseeable and Expected Weather, Climate, and Fire**
16 **Conditions**

17 **A. PG&E Was Aware that Butte County Was a High-Risk Wildfire Region.**

18 79. At all times mentioned herein, PG&E was also aware that the State of California,
19 including the area of the Camp Fire, had been in an extended period of intermittent drought
20 conditions and were aware that the danger of fire was at an extraordinarily high level, particularly
21 given the increased amount of flammable vegetation and hot, dry winds.

22 80. PG&E knew that if its power lines or other equipment came into contact with, or
23 caused electricity to come into contact with vegetation, it was probable that a fire would result
24 and that, given the dry conditions, such a fire would spread rapidly and likely result in the loss of
25

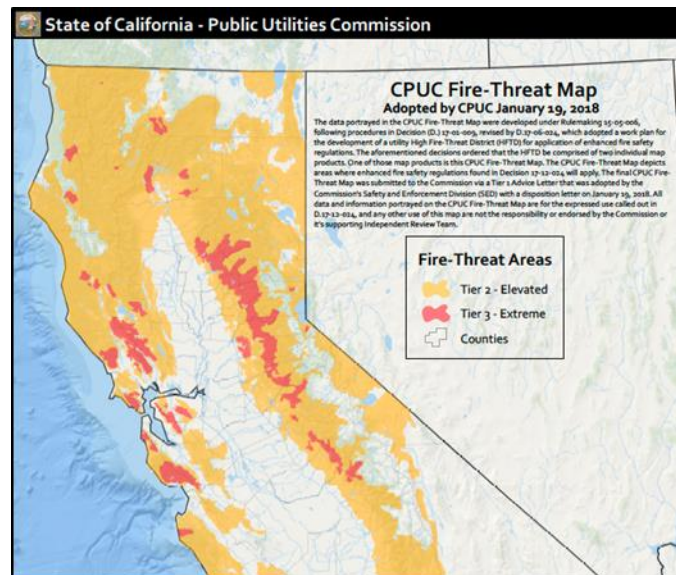
26 _____
27 ³² Jaxon Van Derbeken, *PG&E Incentive System Blamed for Leak Oversight*, SFGate(Dec.
28 25, 2011 4:00 A.M.) <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>.

1 life, significant damage to real and personal property, and economic losses to members of the
2 general public, including to Plaintiffs and Class members.

3 81. The many catastrophic wildfires that burned throughout the North Bay area last
4 year put PG&E on additional notice that Northern California was a high-risk area, and of the
5 severe consequences were of failing to act appropriately under the circumstances.

6 82. Despite these warning signs and tragedies, PG&E nevertheless failed to take
7 reasonable, preventative measures in the face of known risks.

8 83. In January 2018, CPUC published a Fire-Threat Map (Figure 1) in order “to
9 enhance the fire safety of overhead electric power lines and communication lines located in high
10 fire-threat areas.” The CPUC Fire-Threat Map shows “where (1) there is a heightened risk for
11 destructive power-line fires, and (2) where stricter fire-safety regulations should apply.”³³



22 (Fig. 1.)

23 84. On the Map, the area in and around the origin of the Camp Fire is primarily orange
24 and red, and described as Tier 2 and Tier 3. Tier 2 describes areas “where there is an elevated risk
25 (including likelihood and potential impacts on people and property) from wildfires associated
26 with overhead utility power lines or overhead utility power-line facilities also supporting

27 ³³ *Id.* at 7.
28

1 communication facilities.” Tier 3 describes areas “where there is an extreme risk (including
2 likelihood and potential impacts on people and property) from wildfires associated with overhead
3 utility power lines or overhead utility power-line facilities also supporting communication
4 facilities. Tier 3 has the “highest likelihood of utility-associated fire initiation and growth that
5 would impact people or property, and where the most restrictive utility regulations are necessary
6 to reduce utility fire risk.”³⁴

7 85. PG&E was put on direct notice of this map in January 2018, and therefore knew of
8 the elevated fire risk for the region well in advance of the Camp Fire. In addition, PG&E was
9 aware of the prior version of the Map, Fire Map 1, which had been in development since 2012
10 and which the CPUC had adopted in May 2016.³⁵ Fire Map 1 “depict[ed] areas of California
11 where there is an elevated hazard for the ignition and rapid spread of power-line fires due to
12 strong winds, abundant dry vegetation, and other environmental conditions.” Fire Map 1 also
13 showed the areas of origin of the Camp Fire as primarily red and orange, indicating the highest
14 level of elevated hazard for the “ignition and rapid spread of power line fires due to strong winds,
15 abundant dry vegetation, and/or other environmental conditions.”

16 **B. PG&E Failed to De-Energize Its Power Lines Despite Its Own Policies and**
17 **Industry Best Practices**

18 86. In the wake of the devastating 2017 North Bay Fires (also caused by PG&E),
19 PG&E pledged to use de-energizing strategies to respond to severe weather conditions that pose a
20 foreseeably high wildfire risk.

21 87. De-energizing involves preemptively shutting off power in specific circuits for a
22 period of time in response to an elevated wildfire risk. Because no electricity is flowing through
23 de-energized equipment, that equipment cannot spark and ignite a fire.

24
25
26 ³⁴ *Id.* at 10.

27 ³⁵ Decision Adopting Fire Map 1, at A-1, Cal Pub. Utils. Comm’n (May 27, 2016),
28 <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M162/K550/162550016.PDF>.

1 88. Sections 451 and 399.2(a) of the California Public Utilities Code authorize utilities
2 to shut off electric power to protect public safety, including to prevent fires caused by strong
3 winds.

4 89. As the CPUC has explained, “[d]e-energization of electric facilities could save
5 lives, protect property, and prevent fires.”³⁶

6 90. Other utilities in California, such as San Diego Gas & Electric, have used de-
7 energization for years to reduce wildfire risk during severe weather conditions. For reasons
8 unknown, prior to 2018 PG&E had no policy to de-energize lines as a fire prevention measure.³⁷

9 91. In March 2018, following widespread criticism about its role in causing the 2017
10 North Bay Fires, PG&E finally announced it would develop a program to de-energize power lines
11 as a fire prevention measure.

12 92. Six months later, in September 2018, PG&E published its “Public Safety Power
13 Shutoff Policies and Procedures.”³⁸ Those procedures explained that a Public Safety Power
14 Shutoff would occur “during the most extreme fire danger conditions.” PG&E would determine
15 when to perform a shutoff based on a number of criteria, including:

- 16 a. “Extreme” fire danger threat level, as classified by the National Fire
17 Danger Rating System;
- 18 b. A Red Flag Warning declared by the National Weather Service;
- 19 c. Low humidity levels, generally 20 percent and below;
- 20 d. Sustained winds above approx. 25 mph and wind gusts in excess of approx.
21 45 mph;
- 22 e. Site-specific conditions such as temperature, terrain and local climate;
- 23 f. Critically dry vegetation that could serve as fuel for a wildfire; and

24 ³⁶ Resolution ESRB-8, CPUC (July, 12, 2018),
25 <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M217/K801/217801749.PDF>.

26 ³⁷ *Id.*

27 ³⁸ *Public Safety Power Shutoff Policies and Procedures*, PG&E (Sept. 2018),
28 https://www.pge.com/pge_global/common/pdfs/safety/emergency-preparedness/natural-disaster/wildfires/Public-Safety-Power-Shutoff-Policies-and-Procedures-September-2018.pdf.

1 g. On-the-ground, real-time observations from PG&E field crews.

2 93. Shortly thereafter, PG&E began to implement its new safety program. For
3 example, on October 14, 2018, PG&E “proactively turned off the power in extreme fire-risk areas
4 of Lake, Napa, and Sonoma Counties impacting approximately 17,500 customers” as well as
5 “extreme fire-risk areas of the Sierra Foothills in Amador, El Dorado and Calaveras counties,
6 impacting approximately 42,000 customers.”³⁹

7 94. In the days before the Camp Fire began, the National Weather Service issued a
8 Red Flag Warning for Butte County, including the communities of Berry Creek, Chico, Forest
9 Ranch, Magalia, Oroville, and Paradise.⁴⁰

10 95. A Red Flag Warning alerts residents, emergency responders, and utilities like
11 PG&E of the onset, or potential onset, of critical weather and dry conditions that could lead to
12 rapid or dramatic increases in wildfires. According to Cal Fire, a Red Flag Warning is “the
13 highest alert.” During a Red Flag Warning, “extreme caution” is necessary “because a simple
14 spark can cause a major wildfire.”⁴¹

15 96. Weather data shows that conditions on the morning of November 8, 2018 near the
16 origin points of the fire met other of PG&E’s shutdown criteria. For example, wind gusts were
17 reaching speeds of more than 50 miles per hour and the mean humidity was hovering around 20
18 percent in the hours before the fire.⁴²

19 97. In response to these conditions, PG&E began issuing announcements two days
20 before the Camp Fire started that it may shut off power to parts of Butte County, including the

21
22 ³⁹ *Public Safety Power Shutoff Event*, PG&E,
23 https://www.pge.com/en_US/safety/emergency-preparedness/natural-disaster/wildfires/public-safety-event.page.

24 ⁴⁰ Shirin Rajaei, *PG&E Could Cut Power to 63,000 Amid Red Flag Warning*, CBS13
25 Sacramento (Nov. 8, 2018 12:17 A.M.), <https://sacramento.cbslocal.com/2018/11/08/red-flag-warning-pge/>.

26 ⁴¹ Drew Tuma, *Fire Danger in the Bay Area to Increase Sunday, Extreme Caution Advised*,
27 ABC7 News (Oct. 13, 2018), <https://abc7news.com/weather/fire-danger-in-the-bay-area-to-increase-sunday-extreme-caution-advised/4478430/>.

28 ⁴² Jarbo Gap California Monthly Summary for November 2018, Western Regional Climate Center, <https://raws.dri.edu/cgi-bin/rawMAIN.pl?caCJAR>.

1 cities of Paradise and Magalia, due to “expected extreme fire danger conditions.”⁴³ Multiple such
2 alerts were issued over the next two days, but PG&E never de-energized.

3 98. Instead, on November 8, 2018, at 3:14 p.m., while Butte County was engulfed in
4 the Camp Fire’s flames, PG&E sent a tweet on its official account, @PGE4ME, announcing that
5 it had “determined that it will not proceed with plans today for a Public Safety Power Shutoff in
6 portions of 8 Northern CA counties, as weather conditions did not warrant this safety measure.”⁴⁴

7 99. Had PG&E de-energized its equipment near the origin points of the Camp Fire,
8 those communities would still be standing today, thousands of families would still have their
9 treasured homes and belongings, and horrific losses of life would have been averted.



11 PG&E has determined that it will not proceed
12 with plans today for a Public Safety Power
13 Shutoff in portions of 8 Northern CA counties,
14 as weather conditions did not warrant this
15 safety measure. We want to thank our
16 customers for their understanding.

17 **V. PG&E Puts Profits Above Safety**

18 100. PG&E’s failure to use due care in maintaining its power lines and its disregard for
19 the requirements of vegetation management caused this foreseeable, preventable tragedy that has
20 harmed tens of thousands of people and businesses.

21 101. PG&E knew of the risks its system created before the Camp Fire because PG&E
22 has been punished for its behavior before.

23
24 ⁴³ PG&E Notifying Customers in Parts of Nine Counties About Extreme Weather Forecasts
25 and Potential for Public Safety Power Shutoff, PG&E (Nov. 6, 2018),
26 https://www.pge.com/en/about/newsroom/newsdetails/index.page?WT.pgeac=PSPS_CurrentAlertRelease&title=20181106_pge_notifying_customers_in_parts_of_nine_counties_about_extreme_weather_forecasts_and_potential_for_public_safety_power_shutoff .

27 ⁴⁴ PG&E (@PGE4Me), Twitter (Nov. 8, 2018 3:14 P.M.)
28 <https://twitter.com/PGE4Me/status/1060672000929267713>.

102. PG&E has a long history of disregarding safety regulations in order to maximize corporate profits. For example, an audit by the CPUC showed that PG&E violated electricity-grid safety regulations more than ten times in the North Bay in the years prior to the Camp Fire. CPUC also said that PG&E had failed in thousands of instances over a five-year period to conduct timely inspections and to complete work orders required by the state regulator.

103. During the same time period, PG&E took in about \$1 billion in profits each year.

104. PG&E also regularly fails to comply with safety rules set by regulators. Regulators who audit PG&E's work in the field cite the company for late repairs and maintenance jobs far more frequently than any other electric utility in the state.

105. This pattern of repeated failures, and dismissive attitude towards its safety obligations arises from PG&E's well-documented history of implementing a "run to failure" approach with its aging infrastructure, whereby it ignores necessary maintenance in order to line its own pockets with excessive profits. According to a filing made in March 2013 in a CPUC Investigation:

[T]he Overland Audit explains how PG&E systematically underfunded [Gas Transmission & Storage ("GT&S")] integrity management and maintenance operations for the years 2008 through 2010. PG&E engaged in a "run to failure" strategy whereby **it deferred needed maintenance projects** and changed the assessment method for several pipelines from (In-line Inspection ("ILI")) to the less informative [External Corrosion Direct Assessment ("ECDA")] approach – **all to increase its profits even further beyond its already generous authorized rate of return,** which averaged 11.2% between 1996 and 2010.

Given PG&E's excessive profits over the period of the Overland Audit, there is no reason to believe that Overland's example regarding GT&S operations between 2008 and 2010 was unique. The [Integrated Resource Planning] Report supplements the Overland Audit findings with **additional examples of PG&E management's commitment to profits over safety.** Thus, it is evident that while the example of GT&S underfunding between 2008 and 2010 might be extreme, it was not an isolated incident; rather, it represents the culmination of PG&E management's **long-standing policy to squeeze every nickel it could** from PG&E gas operations and maintenance, regardless of the long term "run to

failure” impacts. And PG&E has offered no evidence to the contrary.⁴⁵

VI. The Catastrophic Damage Caused by PG&E’s Misconduct

106. The full extent of the damage has not yet been quantified. All told, the Camp Fire burned for 17 days, and burned over 150,000 acres (approximately 240 square miles) of Northern California, destroying homes, businesses, and lives.

107. More than 14,000 homes were damaged or destroyed, often along with everything inside them.

108. So far, 88 deaths have been reported, and 25 others are still reported missing. Many of those who escaped suffered serious bodily injury and emotional trauma, and many lost family pets or livestock.

109. Because the Camp Fire spread so quickly, individuals and businesses could not protect their properties and structures or even remove personal possessions, irreplaceable heirlooms, and valuable inventories of products, crops, materials, and records.

110. The fire damage and destruction also has negatively impacted the value of property in the area, even undeveloped property, and will continue to affect resale values and development potential for an as-yet-unknown period of time.

111. In addition to damage and destruction of real and personal property, the Camp Fire caused widespread economic losses to individuals and businesses throughout the region, and will continue to do so into the future.

112. Individuals who were displaced have incurred and will continue to incur costs related to lodging while being displaced.

113. Businesses have incurred and will continue to incur economic losses due to inability to operate their businesses, loss of access to their business locations, and inability of staff and employees to reach the business. These conditions are ongoing and will continue for an unknown time into the future.

⁴⁵ Opening Brief of the Division of Ratepayer Advocates, Investigation 12-01-007, Cal. Pub. Utils. Comm’n (Mar. 11, 2013), <https://tinyurl.com/yapf4al6> (emphasis added).

114. Individual employees of affected businesses also have incurred and will continue to incur economic losses due to the inability of those businesses to operate, be accessed, or attract or service customers due to the Fire.

VII. Plaintiffs' Experiences

A. Plaintiffs Kevin Burnett and Leslie Moore Lost Their Home and Personal Property, and Were Forced to Evacuate

115. Plaintiffs Kevin Burnett and Leslie Moore owned a home at 13981 Cascade Drive in Magalia, California.

116. On November 8, they awoke early and fled for their lives to escape the Camp Fire.

117. Their home where they lived for the last twenty years was destroyed by the Camp Fire. They lost everything they had in their home, their Dodge truck, more than forty of their trees, and many valuable, specialized tools Kevin Burnett had purchased as part of his work as an aircraft mechanic.

B. Plaintiffs Darwin and Sandra Crabtree Lost All of Their Personal Property and Were Forced to Evacuate

118. Plaintiffs Darwin and Sandra Crabtree were residents of Paradise, California.

119. All of Mr. and Mrs. Crabtree's personal possessions were destroyed by the Camp Fire, including a fifth wheel trailer, personal property inside the fifth wheel, and personal property inside a nearby storage facility (including their motorcycle, computers, televisions, clothing, a surround sound system, tools, a washer/dryer system, and furniture).

C. Plaintiff Joseph Garfield Lost His Home and Personal Property and Was Forced to Evacuate

120. Plaintiff Joseph Garfield owned a single-family home at 14004 Stetson Ct. in Magalia, California.

121. On the morning of November 8, 2018, Plaintiff evacuated his home to escape from the Camp Fire.

122. His home and all of his personal property were completely destroyed, including his workshop filled with valuable, specialized tools.

1 **D. Plaintiff Robert Eldridge Lost All of His Personal Property and Was Forced**
2 **to Evacuate**

3 123. Plaintiff Robert Eldridge rented property at 696 Roberts Road in Paradise
4 California.

5 124. Mr. Eldridge was still asleep when the Camp Fire broke out, and he had to
6 evacuate.

7 125. Mr. Eldridge only managed to escape with his dog and the clothes on his back.

8 126. The Camp Fire destroyed Mr. Eldridge's home and all of his possessions,
9 including all his other clothes, furniture, many valuable coin and stamp collections, precious
10 family heirlooms, and items he had collected from all over the world during his years as a pilot.

11 **E. Plaintiff Benjamin Greenwald d/b/a Greenwald Pest Defense Suffered**
12 **Business Losses.**

13 127. Plaintiff Benjamin Greenwald owns, manages, and operates Greenwald Pest
14 Defense, a pest control company based in Magalia, California.

15 128. Greenwald Pest Defense has been in operation since 2016.

16 129. The Camp Fire caused Greenwald Pest Defense to lose business, as nearly all of
17 Greenwald Pest Defense's clients were based in Paradise, California.

18 **CLASS ALLEGATIONS**

19 130. Plaintiffs bring this class action individually and on behalf of all others similarly
20 situated pursuant to California Code of Civil Procedure § 382. This action may be brought and
21 properly maintained as a class action because resolution of this question is one of a common or
22 general interest, and of many persons, and also because the parties are numerous, and it is
23 impracticable to bring them all before the court. Plaintiffs may sue for the benefit of all as
24 representative parties pursuant to California Code of Civil Procedure § 382.

25 **A. Class Definitions And Exclusions**

26 131. Plaintiffs seek certification of the following Economic and Property Damages
27 Class (the E&PD Class”):
28

1 **1. Class Definition**

2 132. Economic and Property Damages Class means the individuals and entities defined
3 in this Section 1, subject to the Exclusions in Section 2 below. If a person or entity is included
4 within the geographical descriptions in Section 1(a) or Section 1(b), and their claims meet the
5 descriptions of one or more of the Damage Categories described in Section 1(c), that person or
6 entity is a member of the Economic and Property Damages Class, unless the person or entity is
7 excluded under Section 2:

8 **a. Individuals**

9 133. Unless otherwise specified, all individuals residing in California who, as of
10 November 8, 2018, lived in, worked in, were offered and accepted work in, or owned or leased
11 real or personal property located within, the California counties of Butte and Plumas (the “Fire
12 Area”).

13 **b. Entities**

14 134. All California entities that:

- 15 a. owned, operated, or leased a physical facility in the Fire Area and (A) sold
16 products (i) directly to consumers or end users of those products or (ii) to another entity, or
17 (B) regularly purchased products from the Fire Area in order to produce goods for resale;
18 b. provided services while physically present in the Fire Area; or
19 c. owned or leased real property in the Fire Area.

20 **c. Damage Categories**

21 135. Individuals and entities who meet the descriptions of Sections 1(a) or 1(b) above
22 are included in the E&PD Class only if their claims meet the descriptions of one or more of the
23 Damage Categories described below:

- 24 a. **Economic Damage Category:** losses of income, earnings, and/or profits.
25 b. **Real Property Damage Category:** losses suffered by owners and lessees
26 of real property located in the Fire Area.
27 c. **Personal Property Damage Category:** losses suffered by owners and
28 lessees of personal property located in the Fire Area.

1 d. **Evacuation Damage Category:** losses suffered by those evacuated
2 pursuant to voluntary or mandatory evacuation orders arising from the Camp Fire.

3 2. **Exclusions From the Economic and Property Damages Class**
4 **Definition**

5 136. Notwithstanding the above, the following individuals and entities are excluded
6 from the E&PD Class:

7 a. Any E&PD Class Member who or which timely electing exclusion under
8 any opt-out procedure directed by the Court.

9 b. Defendants, and individuals who are current employees of Defendants.

10 c. The Court, including any sitting judges on the Superior Court of the State
11 of California, their law clerks serving during the pendency of this action, and members of any
12 such judge's or current law clerk's immediate family.

13 d. Any companies that insure any parties or Class members against the losses
14 alleged in this complaint.

15 137. The members of the Class are so numerous that a joinder of all members would be
16 impracticable. Based on public information on the numbers of acres and structures damaged or
17 destroyed, businesses interrupted, and persons displaced or otherwise affected, the Class of those
18 with Fires-related damages includes tens of thousands of potential claimants.

19 138. The Class is ascertainable. The Class definition identifies groups of unnamed
20 plaintiffs by describing a set of common characteristics sufficient to allow a member of that group
21 to self-identify as having a right to recover based on the description. Other than by direct notice,
22 alternatively proper and sufficient notice of this action may be provided to the Class members
23 through notice disseminated by electronic means, through broadcast media, and published in
24 newspapers or other publications.

25 139. A well-defined community of interest in questions of law or fact involving and
26 affecting all members of the Class exists, and common questions of law or fact are substantially
27 similar and predominate over questions that may affect only individual Class members. This
28 action is amenable to a class-wide calculation of damages, or the establishment of fair and

1 equitable formulae for determining and allocating damages, through expert testimony applicable
2 to anyone in the Class. The most significant questions of law and fact that will decide the Camp
3 Fire litigation are questions common to the Class, or to definable categories or subclass thereof,
4 and can be answered by the trier of fact in a consistent manner such that all those similarly
5 situated are similarly treated in the litigation. The questions of law and fact common to the
6 Plaintiffs and Class members, include, among others, the following:

- 7 a. Whether Defendants were negligent in their construction, maintenance, and
8 operation of electrical infrastructure, high voltage power lines, transformers, and/or other
9 equipment;
- 10 b. Whether Defendants owed any duties to Plaintiffs and Class members;
- 11 c. Whether Defendants breached these duties to Plaintiffs and Class members;
- 12 d. Whether Defendants' actions or inactions were a substantial factor in
13 causing harm to Plaintiffs and Class members;
- 14 e. Whether the Camp Fire caused physical injury to Plaintiffs and Class
15 members' properties;
- 16 f. Whether the Camp Fire interfered with or continue to interfere with the
17 Plaintiffs and Class members' comfortable enjoyment of their lives or property;
- 18 g. Whether Defendants have created a public nuisance;
- 19 h. Whether the nuisance Defendants created is temporary or permanent;
- 20 i. Whether the Defendants have taken or have damaged the property of
21 Plaintiffs and Class members;
- 22 j. Whether Defendants have provided just compensation for having taken or
23 having damaged the property of Plaintiffs and Class members;
- 24 k. Whether Defendants violated any California statutes, including California
25 Civil Code §§ 3479, 3480, Public Utilities Code § 2106, and California Health & Safety Code
26 § 13007;
- 27 l. What remedies and structural mechanisms best ensure the equitable
28 treatment of claims against the Defendants arising from the Fire; and

1 m. What is the proper measure of damages and formulae of allocation to each
2 category of Class damages and losses.

3 140. Plaintiffs' claims are typical of the members of the Class. The evidence and the
4 legal theories regarding Defendants' alleged wrongful conduct are substantially the same for
5 Plaintiffs and all of the Class members.

6 141. Plaintiffs will fairly and adequately protect the interests of the Class members.
7 Plaintiffs have retained competent counsel experienced in class action litigation to ensure such
8 protection. Plaintiffs and their counsel intend to prosecute this action vigorously.

9 142. The class action provides for the fair and efficient adjudication of this case or
10 controversy. Even if any individual persons or group(s) of Class members can afford individual
11 litigation, individual litigation of all claims would be unduly burdensome to the courts in which
12 the individual litigation(s) would proceed. The class action device provides the benefits of unitary
13 and inclusive adjudication, economies of scale, and comprehensive adjudication by a single court.

14 143. Prosecution of separate actions by all individual Class members may create a risk
15 of inconsistent or varying adjudications with respect to individual Class members that would
16 establish incompatible standards of conduct for the party (or parties) opposing the Class, lead to
17 the underinclusive, inconsistent or otherwise inequitable allocation of Defendants' available
18 assets and insurance among similarly situated claimants, and/or lead to repetitious trials of
19 numerous common questions of fact and law. Plaintiffs know of no difficulty that will be
20 encountered in the management of this litigation that would preclude its maintenance as a class
21 action.

22 **FIRST CAUSE OF ACTION**

23 **Negligence**

24 **(Brought by All Plaintiffs and the Class Against All Defendants)**

25 144. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

26 145. Defendants have a non-transferable, non-delegable duty to apply a level of care
27 commensurate with and proportionate to the danger of designing, engineering, constructing,
28 operating, and maintaining electrical transmission and distribution systems, including vegetation
clearance.

1 146. Defendants have a non-transferable, non-delegable duty of vigilant oversight in the
2 maintenance, use, operation, repair, and inspection appropriate to the changing conditions and
3 circumstances of their electrical transmission and distribution systems.

4 147. Defendants have special knowledge and expertise far above that of a layperson
5 that they were required to apply to the design, engineering, construction, use, operation,
6 inspection, repair, and maintenance of electrical lines, infrastructure, equipment, and vegetation
7 in order to assure safety under all the local conditions in their service area, including but not
8 limited to, those conditions identified herein.

9 148. Defendants negligently breached those duties by, among other things:

10 a. Failing to conduct reasonably prompt, proper, and frequent inspections of
11 the electrical transmission lines, wires, and associated equipment;

12 b. Failing to design, construct, monitor, and maintain high voltage
13 transmission and distribution lines in a manner that would avoid igniting and/or spreading fire
14 during foreseeable and expected long, dry seasons;

15 c. Failing to design, construct, operate, and maintain high voltage
16 transmission and distribution lines and equipment to withstand foreseeable conditions and avoid
17 igniting and/or spreading fires

18 d. Failing to maintain and monitor high voltage transmission and distribution
19 lines in known fire-prone areas to avoid igniting and/or spreading fires;

20 e. Failing to keep equipment in a safe condition at all times to prevent fires;

21 f. Failing to inspect vegetation within proximity to energized transmission
22 and distribution lines and maintain at a safe distance to avoid igniting and/or spreading fires;

23 g. Failing to de-energize power lines during foreseeable and expected fire-
24 prone conditions;

25 h. Failing to de-energize power lines after the Fire's ignitions;

26 i. Failing to properly investigate, vet, hire, train, and supervise employees
27 and agents responsible for maintenance and inspection of the power lines and/or electrical
28 equipment and proximate vegetation;

1 j. Failing to implement and follow regulations and reasonably prudent
2 practices to avoid igniting and/or spreading fires; and

3 k. Failing to properly investigate, monitor, and maintain vegetation sufficient
4 to mitigate the risk of fire.

5 149. Camp Fire was a direct, legal, and proximate result of Defendants' negligence. As
6 a direct, proximate, and legal result of Defendants' negligence, Plaintiffs and members of the
7 E&PD Class suffered damages as alleged herein.

8 150. At all times mentioned herein, Defendants failed to properly inspect and maintain
9 electrical infrastructure and equipment which they knew, given the then existing and known
10 weather, climate, and fire-risk conditions, posed a risk of harm to Plaintiffs and the E&PD Class,
11 and to their real and/or personal property. Defendants were aware that if the subject electrical
12 infrastructure sparked, arced, or came in contact with vegetation that a fire would likely result.
13 Defendants also knew that, given the existing and known weather, climate, and fire-risk
14 conditions, said fire was likely to pose a risk of property damage, economic loss, personal injury,
15 and/or death to the general public, including to Plaintiffs and Class members.

16 151. Over the past decade, Defendants have been subject to numerous fines and
17 penalties as a result of their ongoing failures to abide by safety rules and regulations.

18 152. The property damage and economic losses caused by Camp Fire is the result of the
19 ongoing custom and practice of Defendants of consciously disregarding the safety of the public
20 and not following statutes, regulations, standards, and rules regarding their business operations.
21 Despite having caused death and injury to numerous people and extensive property damage and
22 economic loss, Defendants have continued to act in conscious disregard for the safety of others,
23 and have ratified the unsafe conduct of their employees. Upon information and belief, no
24 employee has been disciplined or discharged as a result of failing and/or refusing to comply with
25 the regulations and/or as a result of the deaths of members of the public.

26 153. Defendants, in order to cut costs, failed to properly inspect and maintain the
27 subject electrical infrastructure with full knowledge that any incident was likely to result in a fire
28

1 that would burn and/or kill people, damage or destroy property, and/or cause harm to the general
2 public, including Plaintiffs and Class members.

3 154. Defendants' actions did in fact result in damages to Plaintiffs and members of the
4 Class. Defendants failed to make the proper inspections, failed to properly maintain the lines,
5 failed to properly trim vegetation, failed to properly and timely remove vegetation, failed to
6 preventively de-energize, and failed to safely operate their electrical infrastructure, in order to
7 increase corporate profits.

8 155. Defendants' negligence was a substantial factor in causing Plaintiffs' and the
9 Class' damages.

10 156. Defendants' failure to comply with their duties of care proximately caused damage
11 to Plaintiffs and Class members.

12 157. As a further direct and proximate result of Defendants' negligence, Plaintiffs and
13 Class members suffered damages including, but not limited to property damage, loss of cherished
14 possessions, economic loss, business loss, emotional distress, annoyance, disturbance,
15 inconvenience, mental anguish, loss of quiet enjoyment of their property, and costs related to
16 evacuation and/or relocation.

17 158. The Camp Fire physically damaged and destroyed properties upon which Plaintiffs
18 depended to make their living. The types of property damaged include homes, offices, and other
19 facilities where Plaintiffs worked, homes, offices, and other facilities where Plaintiffs' patrons
20 lived and worked, in addition to the roads and highways, which enabled Plaintiffs to access and
21 conduct their businesses, and their patrons to access their businesses.

22 159. Defendants were and are in a special relationship to Plaintiffs and Class members.
23 As a supplier of electrical power to Plaintiffs and Class members, Defendants' operation of their
24 electrical equipment was intended to and did directly affect the Class.

25 160. Defendants operated their electrical infrastructure in close geographic proximity to
26 Plaintiffs and Class members, and with knowledge of the homes and businesses in close
27 proximity to PG&E's power lines and/or electrical equipment. As a result, Defendants' operation
28

1 of their power lines and/or electrical equipment was plainly intended to affect Plaintiff and the
2 Class.

3 161. The harm to Plaintiffs and the Class from the Defendants' failure to properly
4 inspect, repair, and maintain power lines and/or electrical equipment was clearly foreseeable.
5 Specifically, it was foreseeable that such conduct would cause a massive wildfire, and that such a
6 wildfire would destroy personal and real property near such infrastructure, force residents and
7 visitors in the region to evacuate, and deter those who would have visited from visiting the area,
8 resulting in fewer customers to patronize area businesses and fewer economic opportunities for
9 the Class.

10 162. Plaintiffs and the Class suffered injuries which were clearly and certainly caused
11 by the Fires, resulting evacuation and/or relocation and economic losses, and the remedial
12 measures they are forced to take to restore their properties and businesses.

13 163. There is moral blame attached to Defendants as a result of the terrible injuries their
14 misconduct caused, including damage to Plaintiffs and the Class through no fault of their own,
15 and the incalculable damage to the environment.

16 164. Public policy supports finding a duty of care in this circumstance due to
17 Defendants' violation of California Civil Code §§ 3479, 3480, Public Utilities Code § 2106, and
18 California Health & Safety Code § 13007.

19 165. Defendants, large billion-dollar corporations with tens of billions of total assets,
20 are better placed to absorb the cost of this disaster than Plaintiffs or the Class, who are individual
21 property owners, tenants, independent contractors, and small business owners.

22 166. A finding of a duty of care on Defendants will also deter public utilities from
23 failing to properly inspect, repair, and maintain their power lines and/or electrical equipment in
24 the future, whereas burdening the Plaintiffs and the Class with the cost of this disaster will not
25 have any deterrent value, as Plaintiffs and the Class are victims through no fault of their own.

26 167. Wildfire insurance, corporate liability insurance, and reinsurance are widely
27 available and prevalent in the industry, and Defendants maintain a substantial amount of wildfire
28 insurance to pay for precisely these kinds of incidents.

168. Further, the conduct alleged against Defendants was despicable and subjected Plaintiffs and Class members to cruel and unjust hardship in conscious disregard of their rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount according to proof. Defendants' conduct evinces a conscious disregard for the safety of others, including Plaintiffs and Class members. Defendants' conduct was and is despicable conduct and constitutes malice as defined by Civil Code § 3294. An officer, director, or managing agent of PG&E personally committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this complaint. Plaintiffs and Class members are entitled to an award of punitive damages sufficient to punish and make an example of these Defendants.

SECOND CAUSE OF ACTION
Inverse Condemnation
(Brought by All Plaintiffs and the Class Against All Defendants)

169. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

170. PG&E is a public entity for the purposes of the doctrine of inverse condemnation.

171. On or about November 8, 2018, Plaintiffs and Class members were owners of real property and personal property located within Northern California.

172. Prior to and on November 8, 2018, Defendants deliberately designed, installed, owned, operated, used, controlled, and/or maintained power lines and/or electrical distribution infrastructure in Northern California for the purpose of providing electricity to the public.

173. Providing electricity to the public using power lines and/or electrical distribution infrastructure is a public improvement made to benefit the community as a whole.

174. On or about November 8, 2018, as a direct, necessary, and legal result of Defendants' deliberate installation, ownership, operation, use, control, and/or maintenance for a public use of power lines and/or electrical distribution infrastructure, Defendants' power lines and/or electrical distribution infrastructure came in contact with vegetation and caused the Camp Fire, which burned in excess of 150,000 acres, including property owned or occupied by Plaintiffs and Class members. The fire took and/or damaged and/or destroyed Plaintiffs' and Class members' real and/or personal property.

1 175. The taking of and/or damage to Plaintiffs' and the Class' property was proximately
2 and substantially caused by Defendants' deliberate actions. Defendants' deliberate installation,
3 ownership, operation, use, control, and/or maintenance for a public use of power lines and
4 equipment caused Camp Fire.

5 176. The taking of and/or damage to Plaintiffs' and the Class's property arose out of the
6 functioning of PG&E's power lines and/or electrical distribution infrastructure as deliberately
7 designed, constructed, altered, and maintained.

8 177. Plaintiffs and Class members have not received adequate compensation for the
9 taking of and/or damage to and/or destruction of their property, thus constituting a taking or
10 damaging of Plaintiffs' and Class members' property by Defendants without just compensation.

11 178. As a direct and legal result of the above-described takings of and/or damages to
12 Plaintiffs' and the Class' property, including loss of use and interference with access, enjoyment
13 and marketability of real property, and taking/damage/destruction of personal property, Plaintiffs
14 and Class members have been damaged in amounts according to proof at trial.

15 179. Plaintiffs and Class members have incurred and will continue to incur attorneys',
16 appraisal, and engineering fees and costs because of Defendants' conduct, in amounts that cannot
17 yet be ascertained, but which are recoverable in this action under Code of Civil Procedure § 1036.

18 180. The damage to Plaintiffs' and Class members' property is disproportionate to the
19 risks from the public improvements made to benefit the community as a whole. Justice, fairness,
20 and the California Constitution require that Plaintiffs and Class members be compensated for
21 their injuries by PG&E rather than allowing those injuries to remain disproportionately
22 concentrated on them.

23 181. PG&E is guaranteed the ability to raise its rates to cover costs associated with
24 inverse condemnation liability if the CPUC determines PG&E acted as a reasonable and prudent
25 manager under the circumstances.

26 **THIRD CAUSE OF ACTION**
27 **Trespass**
28 **(Brought by All Plaintiffs and the Class Against All Defendants)**

182. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

1 183. During the relevant time, Plaintiffs and Class members were the owners and/or
2 lawful occupiers of real property damaged by Camp Fire.

3 184. Defendants had a duty to use reasonable care not to enter, intrude on, or invade
4 Plaintiffs' and Class members' real properties. Defendants negligently allowed Camp Fire to
5 ignite and/or spread out of control, causing injury to Plaintiffs and Class members. The spread of
6 a negligently caused fire to wrongfully occupy the land of another constitutes a trespass.

7 185. Plaintiffs and Class members did not grant permission for Defendants to cause
8 Camp Fire to enter their properties.

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

13 187. As a further direct and proximate result of the conduct of Defendants, Plaintiffs
14 have hired and retained counsel to recover compensation for loss and damage and are entitled to
15 recover all attorneys' fees, expert fees, consultant fees, and litigation costs and expenses, as
16 allowed under California Code of Civil Procedure § 1021.9 for lands under cultivation or
17 intended or used for the raising of livestock.

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

21 189. As a further direct and proximate result of the conduct of Defendants, Plaintiffs
22 seek the reasonable cost of repair or restoration of the property to its original condition and/or
23 loss-of-use damages, as allowed under California Civil Code § 3334.

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

FOURTH CAUSE OF ACTION
Private Nuisance
(Brought by All Plaintiffs and the Class Against All Defendants)

191. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

192. Plaintiffs and Class members own and/or occupy property at or near the site of Camp Fire. At all relevant times herein, Plaintiffs and Class members had a right to occupy, enjoy, and/or use their property without interference by Defendants.

193. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' and the Class' property, invaded the right of Plaintiffs and Class members to use their property, and interfered with Plaintiffs' and the Class' enjoyment of their property, causing Plaintiffs and Class members' unreasonable harm and substantial actual damages constituting a nuisance pursuant to California Civil Code § 3479.

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

195. As a further direct and proximate result of the conduct of Defendants, Plaintiffs seek the reasonable cost of repair or restoration of the property to its original condition and/or loss-of-use damages, as allowed under California Civil Code § 3334.

196. 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 proof.

FIFTH CAUSE OF ACTION
Public Nuisance
(Brought by All Plaintiffs and the Class Against All Defendants)

197. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

198. Defendants owed a non-transferable, non-delegable duty to the public, including Plaintiffs and Class members, to conduct their business, in particular the maintenance and/or

1 operation of power lines, power poles, and/or electrical equipment on power poles, and adjacent
2 vegetation in proximity to their electrical infrastructure in Northern California, in a manner that
3 did not threaten harm or injury to the public welfare.

4 199. Defendants, by acting and/or failing to act, as alleged hereinabove, created a
5 condition that was harmful to the health of the public, including Plaintiffs and Class members,
6 and created a fire hazard and other potentially dangerous conditions to Plaintiffs' and the Class'
7 property, which interfered with the comfortable occupancy, use, and/or enjoyment of Plaintiffs'
8 and the Class' property. This interference is both substantial and unreasonable.

9 200. Plaintiffs and Class members did not consent, expressly or impliedly, to the
10 wrongful conduct of Defendants.

11 201. The hazardous condition which was created by and/or permitted to exist by
12 Defendants affected a substantial number of people at the same time within the general public,
13 including Plaintiffs and Class members, and constituted a public nuisance under Civil Code
14 §§ 3479 and 3480 and Public Resources Code § 4171. Further, the Camp Fire constituted a public
15 nuisance under Public Resources Code § 4170.

16 202. The damaging effects of Defendants' creation of a fire hazard and the ensuing
17 Camp Fire is ongoing and affects the public at large. As a result of the Camp Fire's location,
18 temperature, and/or duration, extensive areas of hydrophobic soils developed within the burned
19 areas. This can further cause significant post-fire runoff hazards to occur, including hillside
20 erosion, debris flow hazards, sediment-laden flow hazards, and hillside erosion.

21 203. As a direct and legal result of the conduct of Defendants, Plaintiffs and Class
22 members suffered harm that is different from the type of harm suffered by the general public.
23 Specifically, Plaintiffs and Class members have lost the occupancy, possession, use, and/or
24 enjoyment of their land, real, and/or personal property, including, but not limited to: a reasonable
25 and rational fear that the area is still dangerous; a diminution in the fair market value of their
26 property; an impairment of the ability to sell their property; soils that have become hydrophobic;
27 risk of future harm due to mudslides and/or debris flows, exposure to an array of toxic substances
28 on their land; the presence of "special waste" on their property that requires special management

1 and disposal; a lingering smell of smoke, and/or soot, ash, and/or dust in the air ;and economic
2 losses.

3 204. As a further direct and legal result of the conduct of Defendants, Plaintiffs and
4 Class members have suffered, and will continue to suffer, discomfort, anxiety, fear, worries,
5 annoyance, and/or stress attendant to the interference with Plaintiffs' occupancy, possession, use
6 and/or enjoyment of their property.

7 205. A reasonable, ordinary person would be annoyed or disturbed by the condition
8 created by Defendants, and the resulting Camp Fire.

9 206. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
10 including Plaintiffs and Class members, outweighs the social utility of Defendants' conduct.
11 There is little or no social utility associated with causing wildfires to destroy one of the most
12 beautiful and beloved regions of Northern California.

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

16 208. The unreasonable conduct of Defendants is a direct and legal cause of the harm,
17 injury, and/or damage to the public, including Plaintiffs and Class members.

18 209. Defendants have individually and/or collectively failed to and refused to conduct
19 proper inspections and to properly trim, prune, and/or cut vegetation in order to ensure the safe
20 delivery of electricity to residents and businesses through the operation of power lines in the
21 affected area, and Defendants' individual and/or collective failure to do so exposed every member
22 of the public to a foreseeable danger of personal injury, death, and/or a loss of or destruction real
23 and personal property.

24 210. Defendants' conduct set forth above constitutes a public nuisance within the
25 meaning of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of
26 Civil Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to maintain an action
27 for public nuisance because the nuisance is especially injurious to Plaintiffs and Class members
28 because, as described above, it is injurious and/or offensive to the senses of Plaintiffs,

1 unreasonably interferes with the comfortable enjoyment of their properties, and/or unlawfully
2 obstructs the free use, in the customary manner, of their properties.

3 211. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants
4 stop continued violation of Public Resource Code §§ 4292 and 4293 and CPUC General Order
5 95. Plaintiffs also seek an order directing Defendants to abate the existing and continuing
6 nuisance described above.

7 **SIXTH CAUSE OF ACTION**
8 **Premises Liability**
9 **(Brought by All Plaintiffs and the Class Against All Defendants)**

10 212. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

11 213. Defendants were the owners of an easement and/or real property in the area of
12 origin of the Camp Fire, and/or were the owners of the electrical infrastructure upon said
13 easement and/or right of way.

14 214. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently
15 in failing to properly inspect, manage, maintain, and/or control the vegetation near their electrical
16 infrastructure along the real property and easement, allowing an unsafe condition presenting a
17 foreseeable risk of fire danger to exist in said areas.

18 215. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
19 Plaintiffs and Class members suffered, and continue to suffer, the injuries and damages as set
20 forth above.

21 216. As a further direct and legal result of the wrongful acts and/or omissions of
22 Defendants, Plaintiffs seek the recovery of punitive and exemplary damages against Defendants
23 as set forth above.

24 **SEVENTH CAUSE OF ACTION**
25 **Violation of Public Utilities Code § 2106**
26 **(Brought by All Plaintiffs and the Class Against All Defendants)**

27 217. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

28 218. As Public Utilities, Defendants are legally required to comply with the rules and
orders promulgated by the CPUC pursuant to Public Utilities Code § 702.

1 219. Public Utilities whose failure to perform or inadequate performance of duties
2 required by the California Constitution, a law of the State, or a regulation or order of the Public
3 Utilities Commission, leads to loss or injury, are liable for that loss or injury, pursuant to Public
4 Utilities Code § 2106.

5 220. As Public Utilities, Defendants are required to provide and maintain service,
6 equipment, and facilities in a manner adequate to maintain the safety, health, and convenience of
7 their customers and the public, pursuant to Public Utilities Code § 451.

8 221. Defendants are required to design, engineer, construct, operate, and maintain
9 electrical supply lines and associated equipment in a manner consonant with their use, taking into
10 consideration local conditions and other circumstances, so as to provide safe and adequate electric
11 service, pursuant to CPUC General Order 95, and CPUC General Order 165.

12 222. Defendants are required to maintain vegetation in compliance with California
13 Public Resources Code §§ 4293, 4294, 4435 and Health & Safety Code § 13001.

14 223. Through their conduct alleged herein, Defendants violated Public Utilities Code
15 §§ 702, 451 and/or CPUC General Order 95, thereby making them liable for losses, damages, and
16 injuries sustained by Plaintiffs and Class members pursuant to Public Utilities Code § 2106.

17 **EIGHTH CAUSE OF ACTION**
18 **Violation of Health & Safety Code § 13007**
19 **(Brought by All Plaintiffs and the Class Against All Defendants)**

20 224. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

21 225. By engaging in the acts and omissions alleged in this Complaint, Defendants
22 willfully, negligently, and in violation of law, allowed fire to ignite on or spread to the property of
23 another in violation of California Health & Safety Code § 13007.

24 226. As a legal result of Defendants' violation of California Health & Safety Code
25 § 13007, Plaintiffs suffered recoverable damages to property under California Health & Safety
26 Code §§ 13008 and 13009.1.

27 227. As a further legal result of the violation of California Health & Safety Code
28 § 13007 by Defendants, Plaintiffs are entitled to reasonable attorneys' fees under California Code
of Civil Procedure § 1021.9 for the prosecution of this cause of action.

228. Further, the conduct alleged against Defendants in this complaint was despicable and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights, constituting oppression, for which Defendants must be punished by punitive and exemplary damages in an amount to be determined at trial. Defendants' conduct was carried on with a willful and conscious disregard of the rights and safety of Plaintiffs and Class members, constituting malice, for which Defendants must be punished by punitive and exemplary damages to be determined at trial. An officer, director, or managing agent of PG&E personally committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this complaint.

NINTH CAUSE OF ACTION
Negligent Interference With Prospective Economic Advantage
(Brought by Plaintiff Benjamin Greenwald d/b/a Greenwald Pest Defense and Similarly
Situated Class Members Against All Defendants)

229. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

230. Plaintiffs and Class members have existing or prospective economic relationships with citizens of the region impacted by the Camp Fire, visitors to the region, and other individuals and organizations in and related to the region.

231. These relationships have a reasonably probable likelihood of resulting in future economic benefits or advantages to Plaintiffs and Class members.

232. Defendants knew or should have known of these existing and prospective economic relationships.

233. Defendants owed a duty to Plaintiffs and Class members to avoid negligent or reckless conduct that would interfere with and adversely affect the existing and prospective economic relationships of Plaintiffs and Class members.

234. Defendants breached that duty to Plaintiffs and Class members by, among other things, failing to install and/or maintain reasonable safety equipment to prevent fires, failing to properly maintain their electrical infrastructure in a safe condition, and failing to manage the vegetation surrounding their equipment.

235. Defendants knew or should have known that, if they failed to act with reasonable care, the existing or prospective economic relationships of Plaintiffs and Class members would be interfered with and disrupted.

236. Defendants were negligent and failed to act with reasonable care as set forth above.

237. Defendants engaged in wrongful acts and/or omissions as set forth above, including but not limited to their violations of laws that require Defendants to operate their equipment in a manner that does not damage public health or safety.

238. As a direct and proximate result of Defendants' wrongful acts and/or omissions, Defendants negligently and recklessly interfered with and disrupted the existing and prospective economic relationships of Plaintiffs and Class members.

239. As a direct and proximate result of Defendants' wrongful acts and/or omissions, Plaintiffs and Class members have suffered and will suffer economic harm, injury, and losses as set forth above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. Costs of repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;

2. Loss of use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal property, and/or alternative living expenses;

3. Loss of wages, earning capacity, and/or business profits or proceeds and/or any related displacement expenses;

4. Attorneys' fees, expert fees, consultant fees, and litigation costs and expense, as allowed under California Code of Civil Procedure § 1021.9;

5. Treble or double damages for wrongful injuries to timber, trees, or underwood on their property, as allowed under California Civil Code § 3346;

6. Punitive/exemplary damages;

7. All costs of suit;

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Pacific Gas & Electric Is Responsible for Catastrophic California Camp Fire, Class Action Lawsuit Alleges](#)
