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24
25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **COUNTY OF SAN FRANCISCO**

27 CASE NO.

28 **COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

[REDACTED]

Plaintiffs,

v.

PG&E CORPORATION, a California Corporation; PACIFIC GAS & ELECTRIC COMPANY, a California Corporation and DOES 1-50, inclusive

Defendants.

I. THE DEADLIEST FIRE IN CALIFORNIA HISTORY

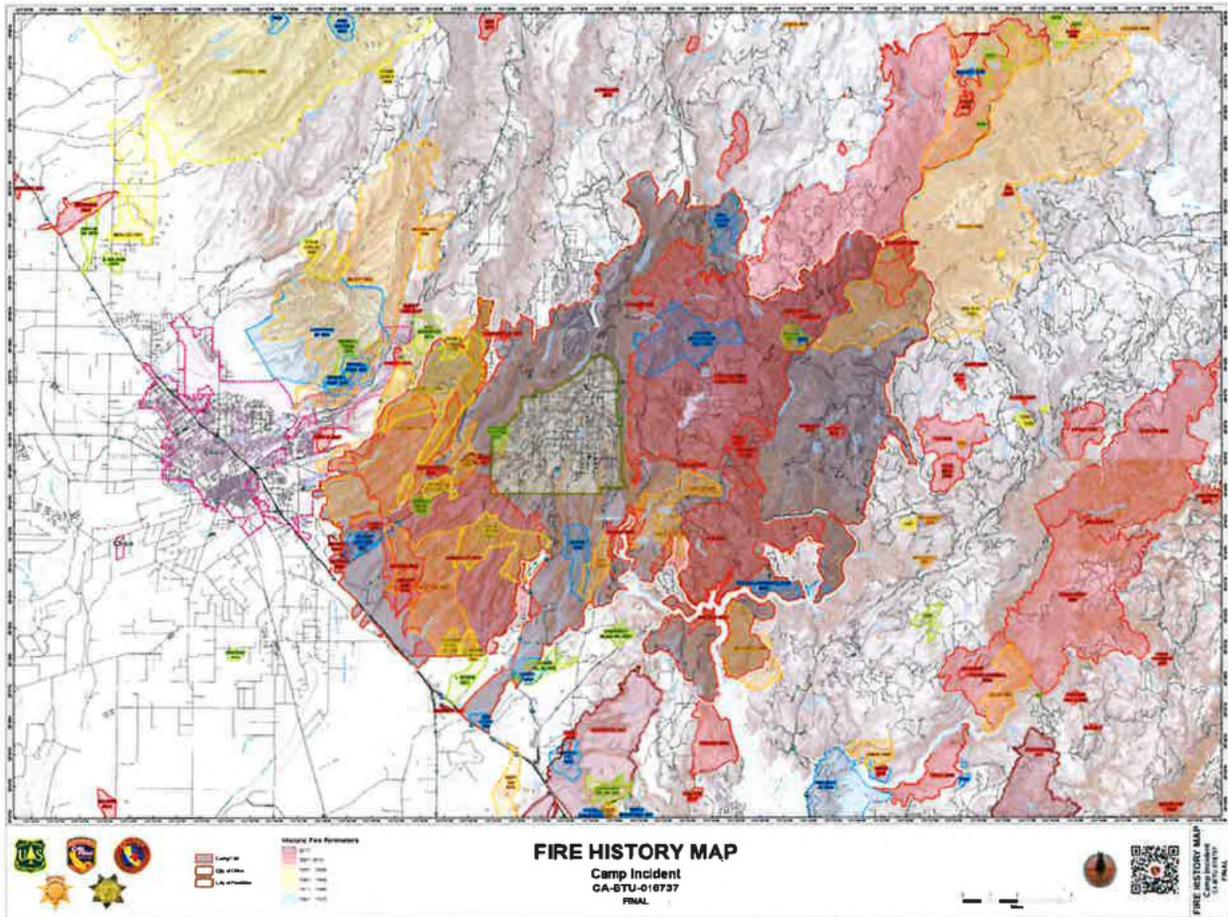
1. On the early morning of November 8, 2018, the deadliest fire in California history ignited at Camp Creek Road near the town of Pulga in Butte County (the "Camp Fire"). The Camp Fire burned the towns of Concow, Paradise, Magalia, Pulga, Mineral Slide, Irish Town, Centerville, and Parkhill, and threatened several neighboring towns including Oroville, Gridley and Chico.

1 To date, the Camp Fire has killed 86 people and injured 3 firefighters making it the deadliest fire
2 in California history. The Camp Fire tore through and ravaged over 153,000 acres, destroyed
3 almost 14,000 residences, over 500 commercial buildings, and more than 4,200 other structures.
4 Over 50,000 residents were displaced from their homes. as a result of the Camp Fire. Particularly
5 hard hit was the town of Paradise, where nearly 90% of the homes were burned to rubble and
6 several residents burned alive in their cars attempting to outrun the flames.
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22 [REDACTED] (Collectively referred to herein as "Plaintiffs") bring this action
23 for damages against Defendants PG&E CORPORATION, a California Corporation, PACIFIC
24 GAS & ELECTRIC COMPANY, a California Corporation (collectively, "PG&E" or the
25 "PG&E Defendants") and DOES 1-50, inclusive, for damages Plaintiffs suffered arising out of
26 the Camp Fire.
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3. The map below shows the progression of the Camp Fire as of November 25, 2018:



4. At 6:15 a.m. on November 8, 2018, a high-voltage line on PG&E's Caribou-Palermo 115 kV transmission circuit six miles away from the Poe Dam generating station malfunctioned, igniting the Camp Fire. The first report of fire came at 6:29 a.m. Within fifteen minutes the fire had spread to 10 acres. Before Cal Fire crews could reach the scene and before Cal Fire planes and helicopters could get airborne, the Camp Fire erupted into a vicious inferno. By 7:10 a.m., the town of Concow was burning. The fire rapidly swept uphill from the ignition location and ultimately engulfed the town of Concow. The fire then traveled downhill, into, and through Paradise. The first orders to evacuate Paradise came at 7:57 a.m. and were announced via social media at 8:03 a.m.

1 5. By nightfall, the Camp Fire spread more than 19 miles over an entire mountain,
2 surprising, trapping, terrifying, and killing, quickly making it the deadliest and most destructive
3 fire in California history. The fire spread faster than warnings could be given; escape routes
4 became gridlocks and then fire traps. Hundreds were forced to flee on foot from the all-
5 consuming flames.
6

7 6. Six years before the Camp Fire, in 2012, five consecutive lattice-steel towers on the
8 Caribou-Palermo transmission circuit near the point of origin of the Camp Fire collapsed after a
9 winter storm. They were removed and temporarily replaced with wooden poles in 2013, but the
10 steel towers were not replaced until 2016.
11

12 7. The terrain of the Caribou-Palermo circuit is extremely rugged.

13 8. In the afternoon of November 8, 2018, PG&E's aerial patrol observed damage to the
14 steel lattice transposition Tower :27/222 on the Caribou-Palermo 115 kV Transmission Line at
15 what turned out to be the origin site of the Camp Fire.
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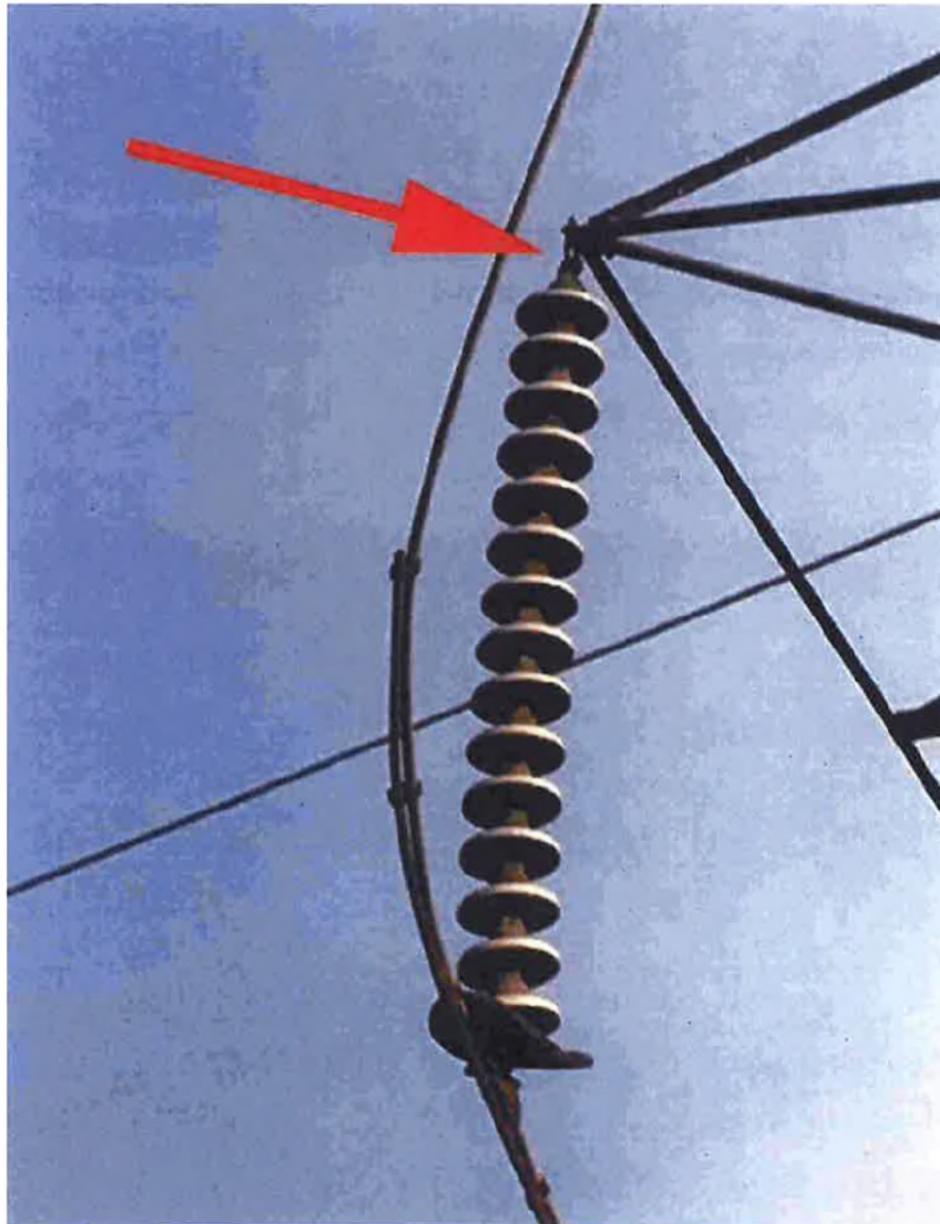
17 9. The photograph below shows a transposition tower of a type similar to the damaged
18 Tower :27/222 observed by PG&E's aerial patrol. In transposition towers, the relative
19 positioning of the conductors is switched from one side of the tower to the other to reduce
20 power loss across lines 100km to 150km long. A wedge-shaped jumper arm extension on the
21 lower left side of the tower holds a "transposition jumper" away from the tower and leads the
22 conductor indicated by the red diamond from one side of the tower to the other, transposing the
23 position of the "red" conductor relative to the "blue" and "yellow" conductors.
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6 10. The photograph below shows the damaged Tower :27/222 at the origin site as it was
7 being inspected for the first time by engineers after Cal Fire released the scene to
8 representatives of affected parties on November 18, 2018, when pieces of insulators and other
9 debris still littered the ground under the tower. The red arrows point to cut ends of the
10 transposition jumper after Cal Fire removed the section that failed and took it into custody as
11 evidence. The orange arrows point to where the wedge-shaped jumper arm extension was
12 attached to Tower :27/222 before Cal Fire removed it and took it into custody as evidence.
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1 11. The Camp Fire started when the C-hook attaching one of the suspension insulators on
2 Tower :27/222's jumper extension broke and allowed the uninsulated transposition jumper to
3 dangle free and contact the jumper arm extension. The following enlargement from the
4 photograph of the similar, undamaged tower shows where the attachment of the suspension
5 insulator to the jumper arm extension failed.



27 <https://www.nbcbayarea.com/investigations/Hook-on-PGE-Tower-Eved-as-Cause-of-Deadly-Camp-Fire-502035081.html>

1 12. PG&E's failure to properly design, construct, inspect, and maintain the tower led to
2 damage to the tower's extension, which in turn brought the uninsulated jumper into contact
3 with the steel tower. Blazing molten materials dropped into the fine, dead fuels below the
4 conductor igniting the devastating Camp Fire. Strong winds, low humidity, and dry vegetation
5 fueled the fire. The intensity of the heat generated by the fire and the horrific speed at which it
6 spread resulted in extensive damage and death. During the afternoon of November 8, the Camp
7 Fire grew 10,000 acres in 90 minutes, or one football field every second.
8

9 <https://www.cnn.com/2018/11/09/us/california-wildfires-superlatives-wcx/index.html>

10 13. The cause of the fire is not in dispute. On December 11, 2018, PG&E issued a
11 Supplemental Report to the California Public Utilities Commission ("CPUC") in which it
12 admitted that the Camp Fire started when the suspension insulator supporting the transposition
13 jumper broke and allowed the uninsulated transposition jumper to come into contact with the
14 steel jumper arm extension of Tower 27/221:
15

16 On November 8,2018, a wildland fire identified as the Camp Fire was
17 reported at Pulga Road at Camp Creek Road near Jarbo Gap in Butte
18 County, according to the website of the California Department of
19 Forestry and Fire Protection ("CAL FIRE"). CAL FIRE is the lead
20 investigative agency and has identified the start time of the fire as 6:33
21 a.m. On CAL FIRE's website, CAL FIRE has identified coordinates for
22 the Camp Fire near Tower :27/222 on PG&E's Caribou-Palermo 115 kV
23 Transmission Line. CAL FIRE's website also reports that approximately
24 153,336 acres have been burned,18,793 structures have been destroyed,
25 and that there were 86 civilian fatalities and 3 firefighter injuries. The
26 Camp Fire has been fully contained.

27 On November 8,2018, at approximately 6:15 a.m., the PG&E Caribou-
28 Palermo 115kV Transmission Line relayed and deenergized. One customer
was impacted by the transmission outage. At approximately 6:30 a.m. a
PG&E employee observed fire in the vicinity of Tower :27/222, and this
observation was reported to 911 by PG&E employees. In the afternoon of
November 8, PG&E observed damage on the line at Tower :27/222, located

1 near Camp Creek and Pulga Roads, near the Town of Pulga. Specifically,
2 an aerial patrol identified that on Tower :27/222, a suspension insulator
3 supporting a transposition jumper had separated from an arm on the tower.
4 The suspension insulator and the transposition jumper remained suspended
above the ground.

5 CAL FIRE initially restricted access to Tower :27/222 and adjacent Tower
6 :27/221 on the Caribou-Palermo Transmission Line, but eventually
7 permitted PG&E access for the limited purpose of cooperating with its
8 investigation. On November 14, 2018, as part of its investigation of the
9 Camp Fire, CAL FIRE requested assistance collecting assets from the two
10 towers. PG&E assisted CAL FIRE with the requested collection, and
11 Commission staff was on site to observe the collection. At the time of the
12 collection at Tower :27/222, PG&E observed a broken C-hook attached to
13 the separated suspension insulator that had connected the suspension
14 insulator to a tower arm, along with wear at the connection point. In
15 addition, PG&E observed a flash mark on Tower :27/222 near where the
16 transposition jumper was suspended and damage to the transposition
jumper and suspension insulator. At Tower :27/221, there was an insulator
hold down anchor that had become disconnected. The insulator hold down
anchor is not an energized piece of equipment. After the evidence
collection, CAL FIRE released the site. PG&E has not yet made repairs at
either tower or restored service.

17 14. Defendant PG&E made similar admissions in a document filed on December 31, 2018,
18 in *United States v. Pacific Gas and Electric Company*, Case No. 3:14-cr-00175-WHA, in its
19 response to questions posed by Hon. William Alsop, the judge supervising PG&E's felony
20 convictions arising out of the 2010 San Bruno Gas Explosion cases.
21

22 15. At approximately 6:45 a.m. on November 8, 2018, a second outage occurred on
23 PG&E's Big Bend 1101 12 kV distribution circuit on Concow Road between Mountain Pine
24 Lane and Rim Road. This outage was caused by the failure of a distribution line, and that
25 failure is believed to have ignited another blaze that was soon engulfed by and helped fuel the
26 Camp Fire. The following photograph shows the Concow outage site after Cal Fire had
27 removed the distribution pole (marked by the red cone).
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8 16. By 7:10 a.m., the Camp Fire reached Concow. The first evacuation order for the town
9 of Pulga came at 7:23 a.m. The fire reached Paradise by 8:00 a.m. Within eight hours, the
10 Camp Fire covered 28 square miles, or half the size of San Francisco. Within 48 hours, the
11 Camp Fire eclipsed the 2017 Tubbs Fire as the most destructive wildfire in California history.

12
13 17. PG&E's December 11, 2018 report to the CPUC described the outage on the Big Bend
14 1101 12 kV Distribution Circuit as follows:

15 In addition to the events on the Caribou-Palermo 115kV Transmission Line, on
16 November 8, 2018, at approximately 6:45 a.m., the PG&E Big Bend 1101 12 kV
17 Circuit experienced an outage. Four customers on Flea Mountain were affected
18 by the distribution outage.

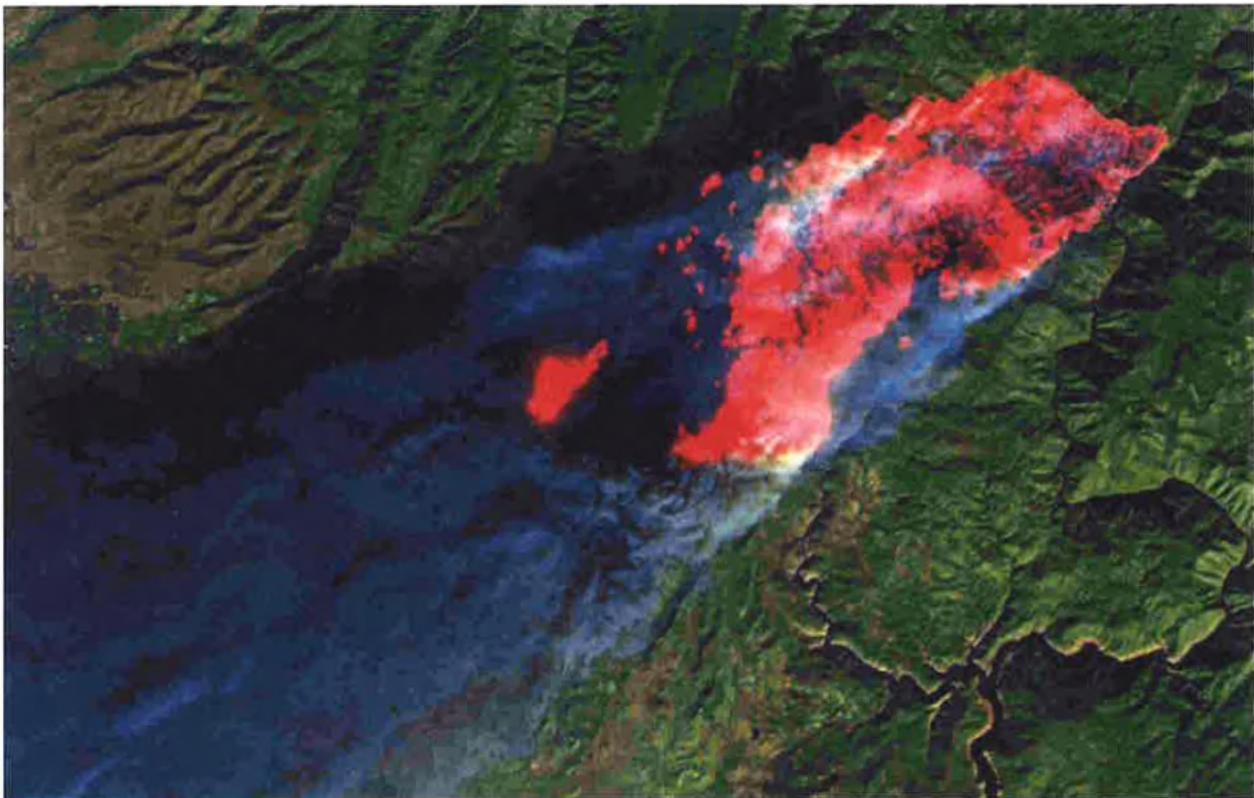
19 On November 9, 2018, a PG&E employee on patrol arrived at the location of the
20 pole with Line Recloser ("LR") 1704 on the Big Bend 1101 Circuit and observed
21 that the pole and other equipment was on the ground with bullets and bullet holes
22 at the break point of the pole and on the equipment.

23 On November 12, 2018, a PG&E employee was patrolling Concow Road north of
24 LR 1704, when he observed wires down and damaged and downed poles at the
25 intersection of Concow Road and Rim Road. This location is within the Camp
26 Fire footprint. At this location, the employee observed several snapped trees, with
27 some on top of the downed wires.

28 Beginning on November 13, 2018, PG&E assisted CAL FIRE in collecting
evidence related to the Big Bend outage. CAL FIRE provided PG&E with receipts
for evidence collected prior to PG&E's arrival at the site at the intersection of

1 Concow Road and Rim Road. CAL FIRE has released the site. PG&E has not yet
2 made repairs at this location or restored service to the four customers on Flea
3 Mountain.

4 18. The following satellite photograph of the Camp Fire was taken on November 8, 2018, at
5 10:45 a.m. and shows the awesome scope of the devastation a short four and one-half hours
6 after the fire began.



21 19. Thousands of residents were forced to flee as the fire grew and spread rapidly. Some of
22 the deaths resulting from the Camp Fire were of individuals fleeing in their cars who in the
23 process of their traumatic escapes were overtaken by the speed of the flames that ultimately
24 consumed them, leaving their charred corpses behind.

25
26 20. Other residents who did manage to escape the flames alive did so at a moment's notice
27 without any of their belongings, and some did so while desperately clutching to their young
28 children as their surrounding town became engulfed in raging flames. Some of those who

1 escaped in their cars through fire on both sides of the road endured a massive traffic jam that
2 turned a 20 minute drive into one that took 4 to 6 hours.

3 21. The Camp Fire was fully contained on November 25, 2018. Preliminary official
4 statistics tell a gruesome story:

- 5 • 86 Fatalities
- 6 • 3 Firefighters Injured
- 7 • 153,336 Acres Burned
- 8 • 13,972 Single Family Residences Destroyed
- 9 • 462 Single Family Residences Damaged
- 10 • 276 Multiple Family Residences Destroyed
- 11 • 528 Commercial Buildings Destroyed
- 12 • 102 Commercial Buildings Damaged
- 13 • 4,293 Other Structures Destroyed

14 http://cdfdata.fire.ca.gov/admin8327985/cdf/images/incidentfile2277_4326.pdf

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18 22. Since the San Bruno gas pipeline explosion in 2010, PG&E has caused the deaths of
19 118 people: 8 in the 2010 San Bruno gas explosion, 2 in the 2015 Butte Fire in Calaveras
20 County, 22 in the 2017 North Bay Fires (not including the Tubbs fire), and 86 in the Camp
21 Fire. Disaster after disaster follows in PG&E's wake. The Camp Fire is the biggest and
22 deadliest PG&E disaster to date .

23 **II. JURISDICTION AND VENUE**

24
25 23. This Court has jurisdiction over this matter pursuant to Code of Civil Procedure §§
26 395(a) and 410.10 because both PG&E Corporation and Pacific Gas & Electric Company were
27 incorporated in California, have their headquarters in San Francisco, California, engage in the
28

1 bulk of their corporate activities in California, and maintain the bulk of their corporate assets in
2 California.

3 24. Venue is proper in San Francisco County pursuant to California Code of Civil
4 Procedure § 395.5 because both PG&E Corporation and Pacific Gas & Electric Company
5 perform business in San Francisco County, have a principal place of business in San Francisco
6 County, and a substantial part of the events, acts, omissions, and transactions complained of
7 occurred in San Francisco County.
8

9 25. The amount in controversy exceeds the jurisdictional minimum of this Court.

10 **III. THE PARTIES**

11 **A. PLAINTIFFS**

12 26. Plaintiffs are among those harmed in their person and their property by the Camp Fire.
13 Each Plaintiff individually seeks just compensation and damages as more particularly described
14 below.
15

16 27. [REDACTED]
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[REDACTED]

B. DEFENDANTS

53. Defendant PG&E Corporation is an energy-based holding company headquartered in San Francisco, California. It is the parent company of Defendant Pacific Gas & Electric Company.

54. Defendant Pacific Gas & Electric Company is incorporated in California and is headquartered in San Francisco, California. Defendant Pacific Gas & Electric Company provides public utility services that include the transmission and distribution of natural gas, and the generation, transmission, and distribution of electricity to millions of customers in Northern and Central California, including the residents of Butte County.

55. The PG&E Defendants are jointly and severally liable for each other's negligence, misconduct, and wrongdoing as alleged herein, in that:

- a. The PG&E Defendants operate as a single business enterprise operating out of the same building located at 77 Beale Street, San Francisco, California, for the purpose of effectuating and carrying out PG&E Corporation's business and operations and/or for the benefit of PG&E Corporation;

- 1 b. The PG&E Defendants do not operate as completely separate entities, but rather,
2 integrate their resources to achieve a common business purpose;
- 3 c. Pacific Gas & Electric Company is so organized and controlled, and its decisions,
4 affairs, and business are so conducted as to make it a mere instrumentality, agent,
5 conduit, or adjunct of PG&E Corporation;
- 6
7 d. Pacific Gas & Electric Company's income results from function integration,
8 centralization of management, and economies of scale with PG&E Corporation;
- 9 e. The PG&E Defendants' officers and management are intertwined and do not act
10 completely independently of one another;
- 11
12 f. The PG&E Defendants' officers and managers act in the interest of PG&E Corporation
13 as a single enterprise;
- 14 g. PG&E Corporation has control and authority to choose and appoint Pacific Gas &
15 Electric Company's board members as well as its other top officers and managers;
- 16
17 h. The PG&E Defendants do not compete with one another, but have been structured and
18 organized and their business effectuated so as to create a synergistic, integrated single
19 enterprise where various components operate in concert with one another;
- 20 i. PG&E Corporation maintains unified administrative control over Pacific Gas & Electric
21 Company;
- 22
23 j. Upon information and belief, the PG&E Defendants are insured by the same carriers
24 and provide uniform or similar pension, health, life, and disability insurance plans for
25 employees;
- 26
27 k. The PG&E Defendants have unified 401(k) Plans, pension and investment plans, bonus
28 programs, vacation policies, and paid time off from work schedules and policies;

- 1 l. The PG&E Defendants invest funds from their programs and plans by a consolidated
2 and/or coordinated Benefits Committee controlled by PG&E Corporation and
3 administered by common trustees and administrators;
- 4 m. The PG&E Defendants have unified personnel policies and practices and/or a
5 consolidated personnel organization or structure;
- 6 n. The PG&E Defendants have unified accounting policies and practices dictated by
7 PG&E Corporation and/or common or integrated accounting organizations or
8 personnel;
- 9 o. PG&E Corporation's officers, directors, and other management make policies and
10 decisions to be effectuated by Pacific Gas & Electric Company and/or otherwise play
11 roles in providing directions and making decisions for Pacific Gas & Electric Company;
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- 13 p. PG&E Corporation's officers, directors, and other management direct certain financial
14 decisions for Pacific Gas & Electric Company including the amount and nature of
15 capital outlays;
- 16 q. PG&E Corporation's written guidelines, policies, and procedures control Pacific Gas &
17 Electric Company's employees, policies, and practices;
- 18 r. PG&E Corporation files consolidated earnings statements factoring in all revenue and
19 losses from Pacific Gas & Electric Company, as well as consolidated tax returns,
20 including those seeking tax relief; and/or, without limitation;
- 21 s. PG&E Corporation generally directs and controls Pacific Gas & Electric Company's
22 relationship with, requests to, and responses to inquiries from, the CPUC and uses such
23 direction and control for the benefit of PG&E Corporation.
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1 56. At all relevant times, each of the Defendants were the partners, principals, agents,
2 employees, servants, and joint venturers of each other, and in doing the things alleged in this
3 Complaint were acting within the course and scope of their authority and relationship as
4 partners, principals, agents, employees, servants and joint venturers with the permission,
5 knowledge, and consent of each other.
6

7 57. The true names and capacities, whether individual, corporate, associate or otherwise
8 of Does 1 through 50, are unknown to Plaintiffs who, under Code of Civil Procedure § 474, sue
9 these Doe Defendants under fictitious names. Plaintiffs will amend this complaint to show the
10 Doe Defendants' true names and capacities when they are ascertained. Each of the Doe
11 Defendants is in some manner legally responsible for the occurrences alleged in this Complaint,
12 and Plaintiffs' damages alleged in this Complaint were legally caused by each of those Doe
13 Defendants.
14

15 **IV. THE FACTS**

16 **A. PG&E IS REQUIRED TO SAFELY DESIGN, OPERATE, AND MAINTAIN ITS** 17 **ELECTRICAL SYSTEMS**

18 58. PG&E owns, installs, constructs, operates, and maintains overhead power lines,
19 together with supporting towers and appurtenances throughout Northern and Central California
20 for the purpose of transmitting and distributing electricity to the general public. Those
21 transmission lines existed at and near the origin points of the Camp Fire.
22

23 59. Electrical infrastructure is inherently dangerous and hazardous, and PG&E recognizes
24 it as such. The transmission and distribution of electricity requires PG&E to exercise an
25 increased level of care consistent with the increased risk and danger.
26

27 60. At all times PG&E had and continues to have a duty to properly construct, inspect,
28 repair, maintain, manage, and operate its transmission lines and other electrical equipment.

1 61. In the construction, inspection, repair, maintenance, management, ownership, and/or
2 operation of its power lines and other electrical equipment, PG&E had an obligation to comply
3 with, *inter alia*: (a) Code of Civil Procedure § 733; (b) Public Resources Code §§ 4292, 4293,
4 and 4435; (c) Public Utilities Code § 451; and (d) General Order Nos. 95 and 165, among other
5 laws and industry-established safety practices.

6
7 62. In January 2014, Governor Jerry Brown declared a state of emergency due to
8 California's continued drought. In June 2014, the CPUC directed PG&E and all investor-
9 owned utilities pursuant to Resolution ESRB-4 to take remedial measures to reduce the
10 likelihood of fires started by or threatening utility facilities. In addition, the CPUC informed
11 PG&E that it could seek recovery of incremental costs associated with these remedial measures
12 outside of the standard funding process, agreeing to provide additional funding on top of
13 vegetation management funding already authorized in order to make sure remedial measures
14 would not go unperformed due to lack of funding.

15
16 63. PG&E has a duty to manage, maintain, repair, and/or replace its aging infrastructure
17 to protect public safety. These objectives could and should have been accomplished in a
18 number of ways, including, by not limited to, burying electrical equipment in wildfire-prone
19 areas underground, increasing inspections, developing and implementing protocols to shut
20 down electrical operations in emergency situations, modernizing infrastructure, and/or
21 obtaining an independent audit of its risk management programs to ensure effectiveness.

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23
24 64. PG&E knew or should have known that a breach of those standards and duties
25 constituted negligence and would expose members of the general public to risk of death, injury,
26 and property damage.

1 **B. PG&E'S INEXCUSABLE HISTORY OF SAFETY FAILURES**

2 65. PG&E's safety record is below a reasonable standard of care. PG&E has engaged in a
3 pattern of placing its own profits before the safety of the California residents it serves.

4 66. The Camp Fire was not an isolated incident. PG&E has a long history of safety lapses
5 that caused injury and death to California residents, and destroyed or damaged their property:
6

7 a. **1981 San Francisco Gas Explosion:** A PG&E gas main in downtown San Francisco
8 exploded, forcing 30,000 people to evacuate. It took workers nine hours to shut off the
9 gas main's manual shut off valves and stop the flow of gas that continued to feed the
10 flames in the interim.

11 b. **1991 Santa Rosa Gas Explosion:** Two people were killed and three others were
12 injured when a PG&E gas line exploded in Santa Rosa. The pipeline had been identified
13 by PG&E, before the explosion, as one of its "riskiest" segments.

14 c. **1994 Trauner Fire:** The Trauner Fire burned down an historic schoolhouse and 12
15 homes near the scenic Gold Rush town of Rough and Ready. Investigators determined
16 that the Trauner Fire began when a 21,000-volt power line brushed against a tree limb
17 that PG&E had failed to keep trimmed. Through random spot inspections, the
18 investigators found hundreds of safety violations in the area near the Trauner Fire,
19 approximately 200 of which involved contact between vegetation and PG&E's power
20 lines. In June 1997, a Nevada County jury found PG&E guilty of 739 counts of criminal
21 negligence and it was required to pay almost \$294 million dollars for damages and
22 penalties. (\$22.7 million settlement and \$6 million in penalties) After the trial, a 1998
23 CPUC report revealed that PG&E diverted \$77.6 million from its tree-trimming budget
24 to other uses from 1987 to 1994. During that same time, PG&E underspent its
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1 authorized budgets for maintaining its systems by \$495 million and, instead, used this
2 money to boost corporate profits.

- 3 d. **1996 Mission Substation Electrical Fire:** At approximately 1:00 am on November
4 27,1996, a cable splice at PG&E's Mission Substation in San Francisco short-circuited,
5 burning and melting the insulation around the splice. Smoke from the fire rose through
6 a floor opening above the splice into a switch cabinet. That smoke was so thick that it
7 caused a flashover between phases of the bus bars connecting the overhead N bus to the
8 switch. This caused insulation on the N bus to ignite and a circuit breaker to open,
9 resulting in the loss of power to a group of PG&E customers. The substation was
10 unmanned at the time and the fire was only discovered by chance by an employee who
11 had stopped by the substation to use the restroom.
- 12 e. **1999 Pendola Fire:** A rotten pine, which the government said PG&E should have
13 removed, fell on a power line, starting the Pendola Fire. It burned for 11 days and
14 scorched 11,725 acres, mainly in the Tahoe and Plumas national forests. PG&E paid a
15 \$14.75 million settlement to the U.S. Forest Service in 2009. That year, the utility also
16 reached a \$22.7 million settlement with the CPUC after regulators found PG&E had not
17 spent money earmarked for tree trimming and removal toward those purposes.
- 18 f. **2003 Mission Substation Electrical Fire:** One third of San Francisco lost power
19 following a 2003 fire at PG&E's Mission District Substation. The fire burned for nearly
20 two hours before PG&E workers called the fire department after arriving on the scene.
21 The CPUC report of the investigation, described PG&E's careless approach to safety
22 and apparent inability to learn from its past mistakes, stating "PG&E did not implement
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1 its own recommendations from its own investigation of the 1996 fire.”

2 <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.pdf>

- 3 g. **2004 Sims Fire:** In July 2004, the Sims Fire burned over 4,000 acres of forest land in
4 the Six Rivers National Forest and the Trinity National Forest. A federal lawsuit alleged
5 that PG&E failed to remove a decaying tree, which fell on a transmission line and
6 ignited the blaze.
7
- 8 h. **2004 Fred's Fire:** The Fred's Fire started Oct. 13, 2004, near Kyburz in El Dorado
9 County. A lawsuit filed by the U.S Government claimed that employees of PG&E's
10 contractor lost control of a large tree they were cutting down. It fell onto a PG&E
11 powerline and caused a fire that burned over 7,500 acres. PG&E and its contractors paid
12 \$29.5 million to settle the lawsuits over the Fred's Fire and the Sims Fire.
13
- 14 i. **2004 Power Fire:** In October 2004, the Power Fire burned approximately 17,000 acres
15 on the Eldorado National Forest and on private timberlands. A federal lawsuit alleged
16 that the Power Fire was ignited by a lit cigarette that was dropped by a PG&E tree
17 trimming contractor. PG&E's contractor paid the federal government \$45 million to
18 settle the lawsuit.
19
- 20 j. **2005 San Francisco Electrical Explosion:** In August 2005, a PG&E electrical
21 transformer exploded beneath the San Francisco financial district at Kearny and Post
22 Streets, severely burning a woman who had been walking by. A lawsuit by the injured
23 woman settled for an undisclosed sum.
24
- 25 k. **2008 Rancho Cordova Gas Explosion:** An explosion and fire caused by a natural gas
26 leak destroyed a residence in Rancho Cordova, California, killing one person, injuring
27 five others and causing damage to several other nearby homes. The cause of the
28

1 explosion was the use of a section of unmarked and out-of-specification pipe with
2 inadequate wall thickness that allowed gas to leak from a mechanical coupling installed
3 approximately two years earlier. In November 2010, the CPUC filed administrative
4 charges alleging that PG&E was at fault for the blast because PG&E should have
5 discovered the improper repair job that caused the explosion, but failed to timely do so.
6 As a result, the CPUC required PG&E to pay a \$38 million fine.
7

- 8 1. **2008 Whiskey Fire:** The June 2008 Whiskey Fire burned more than 7,800 acres of land
9 in the Mendocino National Forest. The fire started when a gray pine tree that did
10 not have the required clearance from a PG&E transmission line came into contact with
11 the line. PG&E and its contractors agreed to pay \$5.5 million to settle a federal lawsuit.
12
- 13 m. **2009 San Francisco Electrical Explosion:** In June 2009, a PG&E underground vault
14 exploded in downtown San Francisco leaving thousands without power.
- 15 n. **2010 San Bruno Gas Explosion:** On September 9, 2010, PG&E's disregard of public
16 safety caused the death of eight people, injured 58 people, and destroyed an entire
17 neighborhood in San Bruno, California when one of its gas pipelines exploded and burst
18 into flames. After the explosion, the NTSB issued a report that blamed the disaster on
19 PG&E's poor management of its pipeline. In April 2015, the CPUC slapped PG&E with
20 a \$1.6 billion fine for causing the explosion and diverting maintenance funds into
21 stockholder dividends and executive bonuses. Further, in August 2016, a federal jury
22 found PG&E guilty of five felony charges. The judge ordered it to pay \$3 million in
23 fines for causing the explosion, and ordered PG&E to submit to court supervision of its
24 natural gas operations.
25
26
27
28

- 1 o. **2014 Carmel Gas Explosion**; In 2014, PG&E employees damaged a gas pipeline in
2 Carmel while drilling because they lacked the legally required records showing changes
3 that had been made to the pipeline. Gas escaping from the pipeline exploded and
4 destroyed an unoccupied cottage. The CPUC fined PG&E \$37.3 million and PG&E
5 paid an additional \$1.6 million to settle a related lawsuit filed by the City of Carmel.
6
- 7 p. **2015 San Francisco Electrical Explosion**: In September 2015, a PG&E underground
8 transformer exploded in Bernal Heights, injuring two people, one of them critically.
- 9 q. **2015 Butte Fire in Calaveras County**: On September 9, 2015, the Butte Fire ignited
10 when a 44 foot tall, weak gray pine tree that should have been removed by PG&E
11 struck a 12,000-volt overhead conductor that was owned and operated by PG&E. The
12 resulting fire burned for 22 days, killing two people, burning over 70,000 acres,
13 destroying or damaging 549 residences, 368 outbuildings, 4 commercial buildings and
14 44 other structures. The fire also left tens of thousands of dead or dying trees and the
15 risk of water pollution and erosion in its wake. Thousands of people were forced to
16 evacuate their homes, and thousands were damaged in their person and property.
17 CPUC fined PG&E \$8 million for “failing to maintain its 12kV overhead conductors
18 safely and properly” and failing to maintain a minimum distance between vegetation
19 and its power lines. Additionally, CalFire demanded PG&E reimburse it \$90 million to
20 cover state firefighting costs.
21
22
- 23 r. **2017 North Bay Fires (Not including the Tubbs Fire)**: In October 2017, the North Bay
24 Fires started when power lines, transformers, conductors, poles, insulators, reclosers,
25 and/or other electrical equipment constructed, owned, operated, managed, and/or
26 maintained by PG&E fell down, broke, failed, sparked, exploded, and/or came into
27
28

1 contact with vegetation, all because of PG&E's disregard of mandated safety practices
2 and the foreseeable risks associated with its infrastructure. The North Bay Fires claimed
3 the lives of at least 22 people, injured many others, burned about 245,000 acres, and
4 destroyed over 8,500 structures.

5
6 **C. PG&E'S INEXCUSABLE BEHAVIOR CONTRIBUTED TO THE CAUSE OF
THE CAMP FIRE**

7
8 **1. The 2013 Liberty Report Found that PG&E's Distribution System Presented
"Significant Safety Issues"**

9
10 67. On May 6, 2013, a report was sent to the Safety and Enforcement Division of the
11 CPUC from the Liberty Consulting Group who had been retained to conduct an independent
12 review of capital and operations and maintenance expenditures proposed by PG&E (hereinafter
13 the "2013 Liberty Report"). The 2013 Liberty Report concluded that: "several aspects of the
14 PG&E distribution system present significant safety issues." It also found: (a) "addressing risks
15 associated with electrical distribution components has been overshadowed by electric
16 transmission and gas facilities;" (b) "addressing aging infrastructure and adding SCADA to the
17 system comprise the major focuses of safety initiatives for the distribution system;" and (c)
18 "current employee/contractor serious injury and fatality levels require significantly greater
19 mitigation." <http://docs.cpuc.ca.gov/publisheddocs/efile/g000/m065/k394/6539421Q.pdf>
20

21
22 **2. PG&E's Failure to Treat the Conditions of Its Aging Electrical Assets as an
Enterprise-Level Risk**

23
24 68. Another recommendation of the 2013 Liberty Report was "the establishment of a
25 formal asset management program in electric operations." According to the report, "aging
26 infrastructure is best addressed by having a strategic asset management program in place. These
27 types of programs, such as the PAS55 program, force a detailed and thorough condition
28 assessment survey of the major assets. These types of formal programs also take failure modes

1 into consideration. Long term sustainable plans can then be prepared to address the asset
2 conditions. A sustainable asset management program will mitigate system safety risks from
3 aging infrastructure, which constituted a major portion of the safety items in this GRC.”

4 69. The 2013 Liberty Report specifically recommended that “PG&E treat aging
5 infrastructure as an enterprise-level risk.”

6
7 70. After the release of the 2013 Liberty Report, PG&E began to publicly state that they
8 were treating wildfires as an enterprise-level risk. However, the methodology used by PG&E to
9 evaluate the severity of that risk was and is unscientific and was and is not based on valid
10 statistical methodology. Instead, PG&E’s method is to engage in a group discussion where an
11 agreement is reached on a specific risk level based on personal opinion, anecdotal evidence,
12 and factual misconceptions. This process has led to PG&E’s failure to properly evaluate the
13 frequency and severity of the risk posed by wildfires.
14

15 71. Further, PG&E has a corporate policy in which it knowingly “accepts” a certain level
16 of risk, meaning that PG&E choose not to maintain its electrical transmission and distribution
17 infrastructure in a manner that would reasonably prevent all risks of which they were aware,
18 thereby leaving the public at risk of death, personal injury, and damage to property.
19

20 72. PG&E contributed to the cause of the Camp Fire by failing to treat its aging
21 infrastructure as an enterprise-level risk in a reasonable manner.

22 **3. PG&E’s Failure to Inspect, Maintain, Repair, or Replace Its Equipment**

23
24 73. PG&E failed to perform the necessary inspections, maintenance, repairs, and/or
25 replacement of its electrical equipment.

26 74. For example, a 2014 audit of PG&E’s North Valley Division revealed that between
27 2009 and 2014 there were over 3,400 PG&E repair and maintenance requests in the area of the
28

1 Camp Fire that were completed past the date of scheduled action. This number reflects a
2 conscious disregard for the safety of the people who eventually found themselves in the path of
3 the Camp Fire.

4 www.cpuc.ca.gov/uploadedFiles/CPUC/PublicWebsite/Content/Safety/EA2014-023.pdf

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

9 [https://www.nbcavarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-](https://www.nbcavarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-Sonoma-Santa-Rosa-451996923.html)
10 [Sonoma-Santa-Rosa-451996923 .html](https://www.nbcavarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-Sonoma-Santa-Rosa-451996923.html)

11
12 76. Further, according to records maintained by Cal Fire, 44 fires in Butte County were
13 caused by electrical equipment from 2008 through 2016. In 2015, electrical power problems
14 sparked the burning of 149,241 acres across California—more than twice the amount from any
15 other cause. [http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks;](http://www.fire.ca.gov/fire_protection/fire_protection_fire_info_redbooks)
16 [http://www.latimes.com/business/la-fi-utility-wildfires-20171017-story.html.](http://www.latimes.com/business/la-fi-utility-wildfires-20171017-story.html)

17
18 77. According to the 2017 CPUC “Order Instituting Investigation into the Creation of a
19 Shared Database or Statewide Census of Utility Poles and Conduit”:

20 “Poorly maintained poles and attachments have caused substantial property damage and
21 repeated loss of life in this State.”

22 “Unauthorized pole attachments are particularly problematic. A pole overloaded
23 with unauthorized equipment collapsed during windy conditions and started the
24 Malibu Canyon Fire of 2007, destroying and damaging luxury homes and burning
25 over 4,500 acres. Windstorms in 2011 knocked down a large number of poles in
26 Southern California, many of which were later found to be weakened by termites,
27 dry rot, and fungal decay. “Communication and other wires are not infrequently
28 found hanging onto roads or yards. Poles with excessive and/or unauthorized
attachments can put utility workers at risk. Facilities deployed in the field may
differ from what appears on paper or in a utility’s database.”

1
2 78. PG&E's failure to conduct proper and regular inspections of its equipment and its
3 failure to make necessary repairs contributed to the cause of the Camp Fire.

4 **4. PG&E's "Run to Failure" Approach to Maintenance**

5 79. PG&E's failure to address the "significant safety hazards" identified by the 2013
6 Liberty Report, failure to treat the conditions of its aging infrastructure as an enterprise-level
7 risk, failure to inspect, maintain, repair, or replace its aging equipment, failure to conduct an
8 inventory of its electrical assets, and failure to ensure its infrastructure could withstand
9 foreseeable weather conditions as required by law are all indicative of what has been called
10 PG&E's "run to failure" approach to its infrastructure.
11

12
13 80. PG&E has a well-documented history of implementing this "run to failure" approach
14 with its aging infrastructure, ignoring necessary maintenance in order to line its own pockets
15 with excessive profits. According to a filing by Office of Ratepayer Advocates with the CPUC
16 in January 2012:

17
18 "However, as we saw in Section V.F.3 above, the Overland Audit explains how
19 PG&E systematically underfunded GT&S integrity management and
20 maintenance operations for the years 2008 through 2010. PG&E engaged in a 'run
21 to failure' strategy whereby it deferred needed maintenance projects and changed
22 the assessment method for several pipelines from ILI to the less informative
23 ECDA approach - all to increase its profits even further beyond its already
24 generous authorized rate of return, which averaged 11.2% between 1996 and
25 2010. . . .

26 Given PG&E's excessive profits over the period of the Overland Audit, there is
27 no reason to believe that Overland's example regarding GT&S operations
28 between 2008 and 2010 was unique. The IRP 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

1 standing policy to squeeze every nickel it could from PG&E gas operations and
2 maintenance, regardless of the long term 'run to failure' impacts. And PG&E has
3 offered no evidence to the contrary.”

4 [ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1
312012Ruling/2013/03/SB GT&S 0039691](ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB%20GT&S%200039691)

5 81. PG&E's failure to address this "run to failure" approach to maintenance contributed
6 to the cause of the Camp Fire.

7 **5. PG&E's Purchase of Insurance Coverage for Punitive Damages**

8 82. Insurance Code § 533 provides in pertinent part: "An insurer is not liable for a loss
9 caused by the willful act of the insured. . . ."

10
11 83. Civil Code § 1668 provides: "All contracts which have for their object, directly or
12 indirectly, to exempt anyone from responsibility for his own fraud, or willful injury to the
13 person or property of another, or violation of law, whether willful or negligent, are against the
14 policy of the law."

15
16 84. Despite the statutory exoneration given to insurance companies for liability for losses
17 caused by willful acts of an insured, and despite the fact that the public policy of California
18 invalidates any insurance contract that purports to provide coverage for punitive damages,
19 PG&E has, upon information and belief, purchased policies of insurance from offshore
20 companies in Bermuda, London, and elsewhere that expressly provide coverage for punitive
21 damages in amounts that exceed hundreds of millions of dollars.

22
23 85. PG&E purchased insurance policies that cover punitive damages for the purpose of
24 providing corporate security at the cost of public safety. This contributed to a culture of
25 reckless disregard for the safety of the residents of Northern and Central California and
26 contributed to the cause of the Camp Fire.
27
28

1 **D. PG&E'S CORPORATE CULTURE IS THE ROOT CAUSE OF THE CAMP FIRE**

2 86. PG&E is a virtual monopoly in the provision of gas and electric services to the
3 general public in almost all counties and cities across Northern and Central California. Only a
4 few cities including Palo Alto and Sacramento provide their own gas and electric utility
5 services.

6
7 87. Over the past thirty-plus years, PG&E has been subject to numerous fines, penalties,
8 and/or convictions as a result of its failure to abide by safety rules and regulations, including
9 the fines, penalties, settlements, and convictions detailed above. Despite these recurring
10 punishments, PG&E continues to display a shocking degree of arrogant complacency, refuses
11 to modify its behavior, and continues to conduct its business with a conscious disregard for the
12 safety of the public, including Plaintiffs.

13
14 88. Rather than spend the money it obtains from customers for infrastructure maintenance
15 and safety, PG&E funnels this funding to boost its own corporate profits and compensation.
16 This pattern and practice of favoring profits over having a solid and well-maintained
17 infrastructure that would be safe and dependable for years to come left PG&E, and Plaintiffs,
18 vulnerable to an increased risk of a catastrophic event such as the Camp Fire.

19
20 89. For example, according to documents released by The Utility Reform Network
21 ("TURN"), PG&E planned to replace a segment of the San Bruno pipeline in 2007 that PG&E
22 identified as one of the riskiest pipelines in its system. PG&E collected nearly \$5 million from
23 its customers to complete the project by 2009, but instead deferred the project until it was too
24 late and repurposed the money to other priorities. In 2009, PG&E paid its six top executives
25 bonuses of \$5 million.

1 90. Moreover, PG&E has implemented multiple programs that provide monetary
2 incentives to its employees, agents, and/or contractors to not protect public safety. Prior to the
3 Butte Fire, PG&E chose to provide a monetary incentive to its contractors to cut fewer trees,
4 even though PG&E was required to have an inspection program in place that removed
5 dangerous trees and reduced the risk of wildfires. One a regional officer for a PG&E contractor,
6 expressed concern that the bonus system incentivized his employees to not do their job, but
7 PG&E chose to keep this program despite knowing this risk. Similarly, prior to the San Bruno
8 explosion, PG&E had a program that provided financial incentives to employees to not report
9 or fix gas leaks and keep repair costs down. This program resulted in the failure to detect a
10 significant number of gas leaks, many of which were considered serious leaks. According to
11 Richard Kuprewicz, an independent pipeline safety expert, PG&E's incentive system was
12 "training and rewarding people to do the wrong thing," emblematic of "a seriously broken
13 process," which "explains many of the systemic problems in this operation that contributed to
14 the [San Bruno] tragedy." [https://www.sfgate.com/news/article/PG-E-incentive-svstem-
15 blamed-for-leak-oversights-2424430.phtm](https://www.sfgate.com/news/article/PG-E-incentive-svstem-blamed-for-leak-oversights-2424430.phtm)
16
17
18

19 91. As detailed above, the Camp Fire is just one example of the many tragedies that have
20 resulted from PG&E's enduring failure to protect the public from the dangers associated with
21 its operations. PG&E's aging infrastructure, including its power lines, transformers,
22 conductors, poles, insulators, and/or other electrical equipment, have repeatedly started
23 wildfires due to PG&E's ongoing failure to create, manage, implement, and/or maintain
24 effective vegetation management programs for the areas near and around its electrical
25 equipment.
26
27
28

1 92. As detailed more fully above, PG&E repeatedly fails to inspect, maintain, repair, or
2 replace its equipment.

3 93. PG&E owes the public a non-delegable duty with regard to the operation of its power
4 lines, including as it relates to maintenance, inspection, repair and all other obligations imposed
5 by the Public Utilities Code and the CPUC, specifically including, but not limited to, General
6 Orders Numbers 95 and 165. Even when PG&E chooses to hire contractors, its obligations
7 remain nondelegable. PG&E's acts and omissions, as described herein, were a cause of the
8 Camp Fire and/or aggravated the spread of the Camp Fire and ensuing destruction.
9

10 94. On the days leading up to the Camp Fire, PG&E began notifying 70,000 customers of
11 the "potential that the company would turn off power for safety reasons *given forecasts of*
12 *extreme fire danger conditions.*" Despite its own recognition of these impending hazardous
13 conditions, on the day of the Camp Fire's ignition, PG&E ultimately made the decision not to
14 proceed with its plans for a power shutoff. It was not until November 9, 2018, after the Camp
15 Fire already incinerated the towns of Concow, Magalia, and Paradise, that PG&E turned off
16 power to some of its customers.
17

18 https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181108_peg
19 [determines to not proceed with public safety power shutoff](https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181108_peg)

20 https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181109_peg
21 [mobilizes.](https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181109_peg)
22

23 95. At all times relevant to this action PG&E had specific knowledge that wildfire is the
24 greatest risk to the public from its operations. PG&E specifically knew that wildfire could
25 result in death and injury to members of the public and could result in the destruction of
26 structures and property.
27
28

1 96. PG&E chose to accept and continue implementing its current practices that have
2 resulted in significant safety issues in its transmission system, a failure to treat the conditions of
3 its aging electrical assets, and a failure to inspect, maintain, repair, and replace those assets.
4 PG&E's choices have resulted in numerous deaths, injuries, and damage to structures and
5 property. PG&E knew this devastation was imminently possible when it made the choice to put
6 profits over safety.
7

8 97. PG&E needs to put public safety over profits, regardless of the potential for a
9 decreased profit to investors.

10 **V. CAUSES OF ACTION**

11 **A. FIRST CAUSE OF ACTION**
12 **FOR INVERSE CONDEMNATION AGAINST PG&E**

13 98. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
14 forth herein.

15 99. Plaintiffs bring this cause of action for Inverse Condemnation against PG&E.

16 100. On November 8, 2018, Plaintiffs were owners of real property and/or personal
17 property located within Butte County in the area of the Camp Fire.

18 101. Prior to and on November 8, 2018, Defendants, and/or each of them, installed, owned,
19 operated, used, controlled, and/or maintained power lines and other electrical equipment for the
20 public delivery of electricity, including power lines in and around the location of the Camp
21 Fire.

22 102. On November 8, 2018, as a direct, necessary, and legal result of Defendants'
23 installation, ownership, operation, use, control, management, and/or maintenance for a public
24 use of its power lines and/or other electrical equipment, the power lines and/or other electrical
25 equipment came in contact with vegetation and/or other live conductors, and/or broke, failed,
26
27
28

1 fell down, sparked, and/or exploded, causing the Camp Fire that killed at least 86 people and
2 burned at least 153,000 acres, including property owned and/or occupied by Plaintiffs.

3 103. The above described damage to Plaintiffs' property was legally and substantially
4 caused by Defendants' actions in their installation, ownership, operation, use, control,
5 management, and/or maintenance of the power lines and other electrical equipment for a public
6 use.
7

8 104. Plaintiffs have not received adequate compensation for the damage to and/or
9 destruction of their property, thus constituting a taking or damaging of Plaintiffs' property by
10 Defendants without just compensation.
11

12 105. As a direct and legal result of the actions and/or omissions of the Defendants,
13 Plaintiffs suffered damages to their real and/or personal property, including the loss of use,
14 interference with access, and/or diminution in value and/or marketability in an amount
15 according to proof at trial.
16

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

23 **B. SECOND CAUSE OF ACTION**
24 **NEGLIGENCE AGAINST ALL DEFENDANTS**

25 107. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
26 forth herein.

27 108. Plaintiffs bring this cause of action for negligence against all Defendants.
28

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

23
24 110. As a direct and legal result of Defendants' actions and/or omissions, Plaintiffs were
25 injured in their health, strength, and/or activity in an amount according to proof at trial.

26 111. As a further direct and legal result of Defendants' actions and/or omissions, Plaintiffs
27 were required to and/or continue to employ physicians and other healthcare providers to
28

1 examine, treat, and/or care for their injuries. Plaintiffs have incurred, and will continue to incur,
2 medical and incidental expenses in an amount according to proof at trial.

3 112. As a further direct and legal result of Defendants' actions and/or omissions, Plaintiffs
4 have suffered and/or continue to suffer great mental pain and suffering, including worry,
5 emotional distress, humiliation, embarrassment, anguish, anxiety, and nervousness. Plaintiffs
6 are informed and believe, and upon such information and belief allege, that such injuries have
7 resulted in debilitating injuries in an amount according to proof at trial.
8

9 113. As a further direct and legal result of the Defendants' actions and/or omissions,
10 Plaintiffs have suffered a loss of income, loss of earning capacity, loss of profits, increased
11 expenses due to displacement, and/or other consequential economic losses in an amount
12 according to proof at trial.
13

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

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

23 116. As a further direct and legal result of the Defendants' actions and/or omissions,
24 Plaintiffs have incurred and will continue to incur expenses and other economic damages
25 related to the damage to their property, including costs relating to storage, clean-up, disposal,
26 repair, depreciation, and/or replacement of their property, and/or other related consequential
27 damages in an amount according to proof at trial.
28

1 117. As a further direct and legal result of the Defendants' actions and/or omissions,
2 Plaintiffs have lost their pets resulting in both a monetary and emotional loss and distress in an
3 amount according to proof at trial.

4 118. As detailed in above, Defendants' safety record is inexcusably horrendous.
5 Defendants have had several other incidents that caused injury and death to California
6 residents, and destroyed properties, and have been subject to numerous penalties, including, but
7 not limited to record fines following the San Bruno Explosion, as a result of their failure to
8 comply with safety standards, rules and regulations. Despite these fines and punishments,
9 Defendants failed to modify their behavior, continuing their practice of placing their own
10 profits over safety and conducting their business with a conscious disregard for the safety and
11 well-being of the public and property.
12
13

14 119. The Camp Fire was the result of Defendants' continued practice of prioritizing profits
15 over safety, wherein they failed to properly maintain and inspect their power lines knowing that
16 the likely result was a fire that would pose risk of serious injury and/or death, and damage to
17 property.
18

19 120. At all times prior to the subject incident, the conduct of Defendants, by act and/or
20 omission, demonstrated a wanton and/or reckless indifference for the required maintenance of
21 Defendants' electrical infrastructure, as well as a conscious disregard for and a foreseeable risk
22 of serious injury and death of others. The wrongful conduct of Defendants was more than just
23 inadvertence, error of judgment or negligence. Rather, Defendants conduct was despicable and
24 showed malice as defined by Civil Code § 3294. The state has an extremely strong interest in
25 imposing sufficiently high punitive damages in actions where the malicious conduct of
26 Defendants leads to the wrongful death of one of its citizens. As a result, Plaintiffs request that
27
28

1 the trier of fact, in the exercise of sound discretion of the rights and safety of others, such that
2 additional damages for the sake of example and sufficient to punish said Defendants for their
3 despicable conduct, in an amount reasonably related to Plaintiffs' actual damages and
4 Defendants' wealth, yet sufficiently large enough to be an example to others and to deter
5 Defendants and others from engaging in similar conduct in the future.

6
7 121. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek
8 exemplary damages for injuries to Plaintiffs' animals as allowed under Code of Civil Procedure
9 § 3340.

10 **C. THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**
11 **DAMAGES PURSUANT TO PUBLIC UTILITIES CODE § 2106**

12 122. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
13 forth herein.

14
15 123. Plaintiffs bring this cause of action for violations of the Constitution, the laws of
16 California, and/or orders and decisions of the California Public Utilities Commission against all
17 Defendants.

18 124. This private right of action is authorized by Public Utilities Code § 2106, which
19 permits action by a person or entity who have suffered loss, damages, or injury caused by the
20 acts of a public utility which does, causes to be done, or permits any act, matter, or thing
21 prohibited or declared unlawful, or which omits to do any act, matter, or thing required to be
22 done, either by the Constitution, any law of this State, or any order or decision of the
23 commission.
24

25 125. Defendants at all times herein had a duty to properly design, construct, operate,
26 maintain, inspect, and manage its electrical infrastructure in compliance with all relevant
27 provisions of applicable orders, decisions, directions, rules or statutes, including, but not
28

1 limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.2; (b) General Order No.
2 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§ 4292, 4293, and 4435;
3 and (e) Public Utilities Code § 451.

4 126. The violation of a legislative enactment or administrative regulation which defines a
5 minimum standard of conduct is unreasonable per se.
6

7 127. Defendants violated the above listed requirements, by:

- 8 a. Failing to service, inspect or maintain electrical infrastructure, structures, and
9 vegetation affixed to and in close proximity to high voltage electrical lines;
10
11 b. Failing to provide electrical supply systems of suitable design;
12
13 c. Failing to construct and to maintain such systems for their intended use of safe
14 transmission of electricity considering the known condition of the combination of
15 the dry season and vegetation of the area, resulting in Plaintiff(s) being susceptible
16 to the ignition and spread of fire and the fire hazard and danger of electricity and
17 electrical transmission and distribution;
18
19 d. Failing to properly design, construct, operate, maintain, inspect and manage its
20 electrical supply systems and the surrounding arid vegetation resulting in said
21 vegetation igniting and accelerating the spread of the fire;
22
23 e. Failing to properly safeguard against the ignition of fire during the course and scope
24 of employee work on behalf of Defendants;
25
26 f. Failing to comply with the enumerated legislative enactments and administrative
27 regulations; and
28
g. Such other violations as become known through process of discovery.

1 128. Defendants proximately and substantially caused the destruction, damage, and injury
2 to Plaintiffs by their violations of applicable orders, decisions, directions, rules or statutes,
3 including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38,
4 43, 43.2, 44.1- 44.3, and 48-48.7; (b) General Order No. 165; (c) Code of Civil Procedure §
5 733; (d) Public Resources Code §§ 4292, 4293, and 4435; and (e) Public Utilities Code § 451.
6

7 129. Plaintiffs were and are within the class of persons for whose protection applicable
8 orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those
9 stated in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.3, and 48-48.7;
10 (b) General Order No. 165(c) Code of Civil Procedure § 733; (d) Public Resources Code §§
11 4292,4293, and 4435; and (e) Public Utilities Code § 451.
12

13 130. As alleged herein according to proof, Defendants are liable to Plaintiffs for all loss,
14 damages and injury caused by and resulting from Defendants' violation of applicable orders,
15 decisions, directions, rules or statutes were adopted, including, but not limited to, those stated
16 in: (a) General Order No. 95, Rules 31.1-31.2, 35, 38, 43, 43.2, 44.1-44.3, and 48-48.7; (b)
17 General Order No. 165; (c) Code of Civil Procedure § 733; (d) Public Resources Code §§
18 4292,4293, and 4435; and (e) Public Utilities Code §451.
19

20 131. As a further direct and legal result of the wrongful acts and/or omissions of
21 Defendants, and/or each of them, Plaintiffs seek the recovery of exemplary damages against
22 Defendants as set forth above pursuant to Public Utilities Code § 2106.
23

24 **D. FOURTH CAUSE OF ACTION**
25 **PREMISES LIABILITY AGAINST ALL DEFENDANTS**

26 132. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
27 forth herein.

28 133. Plaintiffs bring this cause of action for Premises Liability against all Defendants.

1 134. Defendants, and/or each of them, were the owners of an easement and/or real property
2 in the area of origin of the Camp Fire, and/or were the owners of the power lines upon said
3 easement and/or right of way.

4 135. Defendants, and/or each of them, acted wantonly, unlawfully, carelessly, recklessly,
5 and/or negligently in failing to properly inspect, manage, maintain, and/or control the
6 vegetation near its power lines along the real property and easement, allowing an unsafe
7 condition presenting a foreseeable risk of fire danger to exist on said property.
8

9 136. As a direct, proximate and legal result of the wrongful acts and/or omissions of
10 Defendants, and/or each of them, Plaintiffs suffered, and continue to suffer, the injuries and
11 damages as set forth above.
12

13 137. As a further direct and legal result of the wrongful acts and/or omissions of
14 Defendants, and/or each of them, Plaintiffs seek the recovery of punitive and exemplary
15 damages against Defendants as set forth above.
16

17 **E. FIFTH CAUSE OF ACTION**
18 **TRESPASS AGAINST ALL DEFENDANTS**

19 138. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
20 forth herein.

21 139. Plaintiffs bring this cause of action for Trespass against all Defendants.

22 140. At all times relevant herein, Plaintiffs were the owners, tenants, and/or lawful
23 occupants of property damaged by the Camp Fire.

24 141. Defendants, and/or each of them, in wrongfully acting and/or failing to act in the
25 manner set forth above, caused the Camp Fire to ignite and/or spread out of control, causing
26 harm, damage, and/or injury to Plaintiffs herein, resulting in a trespass upon Plaintiffs' property
27 interests.
28

1 142. Plaintiffs did not grant permission for Defendants to wrongfully act in manner so as to
2 cause the Camp Fire, and thereby produce a wildland fire which spread and wrongfully entered
3 upon their property, resulting in the harm, injury, and/or damage alleged above.

4 143. As a direct and legal result of the wrongful conduct of Defendants, and/or each of
5 them, which led to the trespass, Plaintiffs have suffered and will continue to suffer damages as
6 set forth above, in an amount according to proof at trial.

7
8 144. As a further direct and legal result of the wrongful conduct of Defendants, Plaintiffs,
9 whose land was under cultivation, and/or was used for raising livestock or was intended to be
10 used for raising livestock, have hired and retained counsel to recover compensation for loss and
11 damage and are entitled to recover all attorney's fees, expert fees, consultant fees, and litigation
12 costs and expenses, as allowed under Code of Civil Procedure § 1021.9.

13
14 145. As a further direct and legal result of the conduct of Defendants, Plaintiffs seek treble
15 damages for injuries to trees or timber on Plaintiffs' property as allowed under Code of Civil
16 Procedure § 733.

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

21 147. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
22 and/or each of them, Plaintiffs suffered, and continue to suffer, the injuries and damages as set
23 forth above.

24
25 148. As a further direct and legal result of the wrongful acts and/or omissions of
26 Defendants, and/or each of them, Plaintiffs seek the recovery of punitive and exemplary
27 damages against Defendants as set forth above.
28

**F. SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
PUBLIC NUISANCE**

1
2
3 149. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
4 forth herein.

5 150. Plaintiffs bring this cause of action for Public Nuisance against all Defendants.

6 151. Plaintiffs own and/or occupy property at or near the site of the fire that is the subject
7 of this action. At all relevant times herein, Plaintiffs had a right to occupy, enjoy, and/or use
8 their property without interference by Defendants, and/or each of them.
9

10 152. Defendants, and/or each of them, owed a duty to the public, including Plaintiffs
11 herein, to conduct their business, in particular the maintenance and/or operation of power lines,
12 power poles, and/or electrical equipment on power poles, and adjacent vegetation in proximity
13 to their power lines in Butte County in a manner that did not threaten harm or injury to the
14 public welfare from operation of those power lines.
15

16 153. Defendants and/or each of them, by acting and/or failing to act, as alleged
17 hereinabove, created a condition that was harmful to the health of the public, including these
18 Plaintiffs and that interfered with the comfortable occupancy, use, and/or enjoyment of
19 Plaintiffs' property.
20

21 154. Plaintiffs did not consent, expressly or impliedly, to the wrongful conduct of
22 Defendants, and/or each of them, in acting in the manner set forth above.

23 155. The hazardous condition which was created by and/or permitted to exist by
24 Defendants, and/or each of them, affected a substantial number of people within the general
25 public, including Plaintiffs herein, and constituted a public nuisance under Civil Code §§ 3479
26 and 3480 and Public Resources Code §4171. Further, the ensuing uncontrolled wildfire
27 constituted a public nuisance under Public Resources Code § 4170.
28

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

8 157. As a direct and legal result of the conduct of Defendants, and/ or each of them,
9 Plaintiffs suffered harm that is different from the type of harm suffered by the general public.
10 Specifically, Plaintiffs have lost the occupancy, possession, use, and/or enjoyment of their land,
11 real and/or personal property, including, but not limited to: a reasonable and rational fear that
12 the area is still dangerous; a diminution in the fair market value of their property; an
13 impairment of the salability of their property; soils that have become hydrophobic; exposure to
14 an array of toxic substances on their land; the presence of "special waste" on their property that
15 requires special management and disposal; and a lingering smell of smoke, and/or constant
16 soot, ash, and/or dust in the air.
17

18 158. As a further direct and legal result of the conduct of Defendants, and/or each of them,
19 Plaintiffs have suffered, and will continue to suffer, discomfort, anxiety, fear, worries,
20 annoyance, and/or stress attendant to the interference with Plaintiffs' occupancy, possession,
21 use and/or enjoyment of their property, as alleged above. A reasonable, ordinary person would
22 be reasonably annoyed or disturbed by the condition created by Defendants, and/or each of
23 them, and the resulting fire. The conduct of Defendants and/or each of them, is unreasonable
24 and the seriousness of the harm to the public, including Plaintiffs herein, outweighs the social
25 utility of Defendants' conduct.
26
27
28

1 159. The individual and/or collective conduct of Defendants set forth above, and/or each of
2 them, resulting in the Camp Fire is not an isolated incident, but is ongoing and/or a repeated
3 course of conduct, and Defendants' prior conduct and/or failures have resulted in other fires
4 and damage to the public.

5 160. The unreasonable conduct of Defendants, and/or each of them, is a direct and legal
6 cause of the harm, injury, and/or damage to the public, including Plaintiffs herein.

7
8 161. Defendants, and/or each of them, have individually and/or collectively, failed and
9 refused to conduct proper inspections and to properly trim, prune, and/or cut vegetation in order
10 to ensure the sole delivery of electricity to residents through the operation of power lines in the
11 affected area, and Defendants' individual and/or collective failure to do so exposed every
12 member of the public, including those residing and/or owning property in Butte County, to a
13 foreseeable danger of personal injury, death, and/or a loss of or destruction real and personal
14 property.
15

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

26 163. For these reasons, Plaintiffs seek a permanent injunction ordering that Defendants,
27 and each of them, stop continued violation of: (a) General Order No. 95, Rules 31.1 -
28

1 31.5,35,38,43,43.2, 44.1-44.3, and 48-48.7; (b) General Order No. 165; (c) Public Resources
2 Code §§ 4292, 4293, and 4435; and (d) Public Utilities Code § 451. Plaintiffs also seek an
3 order directing Defendants to abate the existing and continuing nuisance described above.

4 **G. SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
5 **PRIVATE NUISANCE**

6 164. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
7 forth herein.

8 165. Plaintiffs bring this cause of action for Private Nuisance against all Defendants.

9 166. Defendants, and/or each of them, by their acts and/or omissions set forth above,
10 directly and legally caused an obstruction to the free use of Plaintiffs' property, an invasion the
11 Plaintiffs' right to use their property, and/or an interference with the enjoyment of Plaintiffs'
12 property, resulting in Plaintiffs' suffering unreasonable harm and substantial actual damages
13 constituting a nuisance pursuant to Civil Code §§ 3479 and 3481.
14

15 167. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
16 and/or each of them, Plaintiffs suffered, and continue to suffer loss and damage to property,
17 discomfort, annoyance and emotional distress, and the injuries and damages as set forth above.
18

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

23 **H. EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
24 **VIOLATIONS OF HEALTH & SAFETY CODE § 13007**

25 169. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set
26 forth herein.
27
28

1 170. Plaintiffs bring this cause of action for violations of Health & Safety Code § 13007
2 against all Defendants.

3 171. Defendants, and/or each of them, by their acts and/or omissions described above, set
4 fire to and/or allowed fire to be set to the property of another in violation of Health & Safety
5 Code § 13007.

6 172. As a direct and legal result of Defendants' violation of Health & Safety Code §
7 13007, Plaintiffs suffered property damages that are recoverable from Defendants under Health
8 & Safety Code § 13007.21, and continue to suffer the injuries and damages described above.

9 173. As a further direct and legal result of Defendants' violations of Health & Safety Code
10 § 13007, Plaintiffs are entitled to reasonable attorney's fees under Code of Civil Procedure §
11 1021.9.

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

15
16
17 **VI. PRAYER**

18 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
19 follows:
20

21 **For the Cause of Action for Inverse Condemnation:**

- 22 a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or
23 real property;
24
25 b. Loss of the use, benefit, goodwill, and enjoyment of the Plaintiffs' real and/or personal
26 property;
27
28

- 1 c. Loss of wages, earning capacity and/or business profits and/or any related displacement
2 expenses;
- 3 d. All costs of suit including attorney's fees, expert fees, and related costs;
- 4 e. Any and all relief, compensation, or measure of damages available to Plaintiffs by law
5 based on the injuries and damages suffered by Plaintiffs;
- 6 f. For prejudgment interest; and
- 7 g. For such other and further relief as the Court deems just and proper.

9 **For the Causes of Action for: Negligence; Private Right of Action under Public**
10 **Utilities Code § 2106; Premises Liability; Trespass; Public Nuisance; Private Nuisance;**
11 **and Violations of Health & Safety Code S 13007:**

- 12 a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or
13 real property;
- 14 b. Loss of the use, benefit, goodwill, and enjoyment of the Plaintiffs' real and/or personal
15 property;
- 16 c. Loss of wages, earning capacity and/or business profits and/or any related displacement
17 expenses;
- 18 d. General damages in an amount according to proof;
- 19 e. Special damages in an amount according to proof;
- 20 f. Treble damages in an amount according to proof for injuries to trees as allowed under Code
21 of Civil Procedure § 733;
- 22 g. Treble or double damages in an amount according to proof for wrongful injuries to timber,
23 trees, or underwood, as allowed under Civil Code § 3346;
- 24
25
26
27
28

- 1 h. Exemplary damages in an amount according to proof as allowed under Code of Civil
2 Procedure § 3294;
- 3 i. Exemplary damages in an amount according to proof as allowed under Code of Civil
4 Procedure § 3340;
- 5 j. Exemplary damages in an amount according to proof as allowed under Public Utilities
6 Code § 2106;
- 7
8 k. Imposition of a permanent injunction ordering that Defendants, and each of them, stop
9 continued violation of: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1 -
10 44.4, and 48-48.1; (b) General Order No. 165; (c) Public Resources Code §§ 4292, 4293,
11 and 4435; and (d) Public Utilities Code § 451;
- 12
13 l. Issuance of an order directing Defendants to abate the existing and continuing nuisance
14 they caused.
- 15 m. Attorney's fees, expert fees, consultant fees and litigation costs and expenses as allowed
16 under Code of Civil Procedure § 1021.9;
- 17
18 n. Prejudgment interest;
- 19 o. All costs of suit incurred herein; and
- 20 p. Such other and further relief as the Court deems just and proper.

21 Dated: January 28, 2019

BAUM, HEDLUND, ARISTEI & GOLDMAN

22
23 By: 
24 Ronald L.M. Goldman, Esquire

25 STRANGE & BUTLER
26 Brian Strange, Esquire
27 Brianna Strange, Esquire

28 Attorneys for Plaintiffs

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand trial by jury.

Dated: January 28, 2019

BAUM, HEDLUND, ARISTEI & GOLDMAN

By: 
Ronald L.M. Goldman, Esquire

STRANGE & BUTLER

Brian Strange, Esquire

Brianna Strange, Esquire

Attorneys for Plaintiffs