

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

**ENDORSED  
FILED**

**FEB 28 2018**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SONOMA

10 Attorneys for Plaintiffs,  
11 J. SCOTT LOMAX, M.D.; CAROLYN LOMAX;  
12 CAPTAIN SCOTT ALEXANDER AND KATHLEEN  
13 ALEXANDER AS CO-TRUSTEES OF THE SCOTT F.  
14 ALEXANDER AND KATHLEEN F. ALEXANDER  
15 TRUST; LUCILLE HARENDZA; OFFICER  
16 DOUGLAS PAYNE AND CYNTHIA PAYNE AS  
17 CO-TRUSTEES OF THE PAYNE TRUST AGREEMENT  
18 DATED SEPTEMBER 3, 1991; MICHAEL REASON;  
19 PHYLLIS REASON; MICHAEL SWEENEY; SONYA SWEENEY,  
20

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
22 FOR THE COUNTY OF SONOMA

23 J. SCOTT LOMAX, M.D.;  
24 CAROLYN LOMAX; CAPTAIN  
25 SCOTT ALEXANDER AND  
26 KATHLEEN ALEXANDER AS  
27 CO-TRUSTEES OF THE SCOTT F.  
28 ALEXANDER AND KATHLEEN  
F. ALEXANDER TRUST;  
LUCILLE HARENDZA; OFFICER  
DOUGLAS PAYNE AND  
CYNTHIA PAYNE AS CO-  
TRUSTEES OF THE PAYNE  
TRUST AGREEMENT DATED  
SEPTEMBER 3, 1991; MICHAEL  
REASON; PHYLLIS REASON;  
MICHAEL SWEENEY; SONYA  
SWEENEY,

Plaintiffs,

vs.

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

Defendants.

Case No. *5CV* **262063**  
**262063**

**COMPLAINT FOR DAMAGES**

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

**AND REQUEST FOR JURY TRIAL**

**BY FAX**

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

3 **1.0**

4 **INTRODUCTION**

5 1.1 Beginning on or about October 8, 2017, residents and property owners in Sonoma,  
6 Mendocino, Santa Rosa, and Napa, Butte and Solano Counties were devastated by severe  
7 wildfires known as the Tubbs Fire, the Atlas Fire and the Nuns Fire (collectively the "Wine  
8 Country Fires"). The Wine Country Fires were started when electrical infrastructure owned,  
9 operated and maintained by PG&E CORPORATION and PACIFIC GAS & ELECTRIC  
10 COMPANY (hereinafter "PG&E") came into contact with vegetation inspected and maintained  
11 by PG&E. The fires caused extensive damages within the general areas of Sonoma, Mendocino,  
12 Napa, Butte and Solano Counties, in the State of California. The Wine Country Fires, burned  
13 more than 245,000 acres and destroyed an estimated 8,900 homes and other structures. The Fire  
14 caused the deaths of at least 43 people and injured others, making the fire series the deadliest in  
15 California history. Early estimates from California's insurance commissioner calculated the  
16 insured losses exceeding \$12 billion. Additionally, the fires are expected to cost the US economy  
17 at least \$85 billion. The Plaintiffs in this case are victims of the Wine Country Fires who  
18 individually seek just compensation and damages. Specifically, Plaintiffs in this action seek  
19 damages for, inter alia, personal injury; damage to and loss of use of real and personal property;  
20 pain and suffering; injury to livestock and pets; loss of income; consequential and incidental  
21 damages; and/or for emotional suffering, fear and anxiety, inconvenience, and other harm caused  
22 by the wrongful conduct of PG&E CORPORATION, PACIFIC GAS & ELECTRIC  
23 COMPANY, and Does 1 - 100, inclusive.

24 **2.0**

25 **JURISDICTION AND VENUE**

26 2.1 The Plaintiffs are now and at all times relevant herein individuals, residents,  
27 domiciliaries and property owners who resided in in Sonoma County. All of their claims arise  
28 from events or occurrences related to the Wine Country Fires within which resulted in the

1 damages, losses, and injuries as hereinafter alleged.

2           2.2     At all times herein mentioned Defendants PG&E CORPORATION and PACIFIC  
3 GAS & ELECTRIC COMPANY, were corporations authorized to do business, and doing  
4 business, in the State of California, with their principal place of business in the County of San  
5 Francisco, State of California. Defendant PG&E CORPORATION is an energy-based holding  
6 company headquartered in San Francisco. It is the parent company of Defendant PACIFIC GAS  
7 & ELECTRIC COMPANY. PG&E CORPORATION subsidiaries provide customers with public  
8 utility services, and services relating to the generation of energy, transmission of electricity and  
9 natural gas, generation of electricity, and the distribution of energy.

10           2.3     At all times mentioned herein, PG&E CORPORATION, PACIFIC GAS &  
11 ELECTRIC COMPANY, and DOES 1 through 50, and each of them, were suppliers of electricity  
12 to members of the public. As part of supplying electricity to members of the public, PG&E  
13 installed, constructed, built, maintained, and operated overhead power lines, together with  
14 supporting poles and appurtenances, for the purpose of conducting electricity for delivery to  
15 members of the general public. Furthermore, on information and belief, PG&E CORPORATION,  
16 PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 through 100, are responsible for  
17 maintaining vegetation near, around, and in proximity to their electrical equipment in compliance  
18 with State and Federal Regulations, specifically including but not limited to Public Resource  
19 Code 4292, Public Resource Code 4293, General Order 95, and General Order 165.

20           2.4     Plaintiffs are informed and believe that the Defendants herein, and each of them,  
21 were agents and/or employees each of the other and in acting and/or failing to act as alleged  
22 herein, the Defendants, and each of them, were acting in the course and scope of said agency  
23 and/or employment relationship.

24           2.5     Accordingly, this Court has jurisdiction of this action pursuant to Section 410.10  
25 of the California Code of Civil Procedure.

26           2.6     Venue is proper in this Court pursuant to Sections 392, 395 and 395.5 of the  
27 California Code of Civil Procedure because, Plaintiffs reside, own, or had interests here, and/or  
28 Plaintiffs' property and/or business are or were located here, and/or the liability arising from the

1 Wine Country Fires occurred in this venue.

2 **3.0**

3 **THE PLAINTIFFS**

4 3.1 The Plaintiffs are individuals who suffered varying types of injuries, damages,  
5 losses, and/or harm as a result of the Wine Country Fires.

6 3.2 Plaintiffs J. Scott Lomax, M.D. and Carolyn Lomax owned and resided at the  
7 property known as 2016 Bristolecone Ct., Santa Rosa, CA 95403.

8 3.3 Plaintiffs Capt. Scott Alexander and Kathleen Alexander as co-trustees of the Scott  
9 F. Alexander and Kathleen F. Alexander Trust, owned and resided at the property known as 4570  
10 Creekmont Court, Santa Rosa, CA 95404.

11 3.4 Plaintiff Lucille Harendza owned and resided at the property known as 3765 Cross  
12 Creek Road, Santa Rosa, CA 95403.

13 3.5 Plaintiffs Officer Douglas Payne and Cynthia Payne as co-trustees of the Payne  
14 Trust Agreement Dated September 3, 1991, owned and resided at the property known as 1403  
15 Dogwood Drive, Santa Rosa, CA 95403.

16 3.6 Plaintiffs Michael Russell Reason and Phyllis Maxine Reason owned and resided  
17 at the property know as 2400 Mark West Springs Road, Santa Rosa, CA 95404.

18 3.7 Plaintiffs Michael Sweeney and Sonya Sweeney owned and resided at the property  
19 known as 2167 Wedgewood Way, Santa Rosa, CA 95404.

20 **4.0**

21 **THE DEFENDANTS**

22 4.1 PACIFIC GAS & ELECTRIC COMP ANY is both an "Electrical Corporation"  
23 and a "Public Utility" pursuant to, respectively, Sections 218(a) and 216(1) of the California  
24 Public Utilities Code. PG&E is in the business of providing electricity to the residents of at least  
25 two counties and 26 cities, including but not limited, to Sonoma County and, more particularly, to  
26 Plaintiffs' residences and/ or properties through a network of electrical transmission and  
27 distribution lines.

28 4.2 PG&E CORPORATION is a publicly traded company that owns and/or manages

1 an "Electric Plant" as defined in Section 217 of the Public Utilities Code, and, like its subsidiary,  
2 PACIFIC GAS & ELECTRIC COMPANY, is both an "Electric Corporation" and a "Public  
3 Utility" pursuant to, respectively, Sections 218(a) and 216(a) of the Public Utilities Code. It  
4 develops and operates energy infrastructure assets related to the production and distribution of  
5 energy such as power plants, electric lines, natural gas pipelines and liquefied natural gas receipt  
6 terminals.

7 4.3 Plaintiffs allege on information and belief that PG&E CORPORATION and  
8 PACIFIC GAS & ELECTRIC COMPANY are jointly and severally liable for each other's  
9 negligence, conduct and wrongdoing as alleged herein, in that:

- 10 a. PG&E CORPORATION and PACIFIC GAS & ELECTRIC COMPANY operate as a  
11 single business enterprise operating out of the same building located at 77 Beale St.,  
12 San Francisco, California for the purpose of effectuating and carrying out PG&E  
13 CORPORATION's business and operations and/or for the benefit of PG&E  
14 CORPORATION;
- 15 b. Defendants do not operate as completely separate entities, but rather, integrate their  
16 resources to achieve a common business purpose;
- 17 c. PACIFIC GAS & ELECTRIC COMPANY is so organized and controlled, and its  
18 decisions, affairs, and business so conducted as to make it a mere instrumentality,  
19 agent, conduit, or adjunct of PG&E CORPORATION;
- 20 d. PACIFIC GAS & ELECTRIC COMPANY's income contribution results from  
21 function integration, centralization of management and economies of scale with PG&E  
22 CORPORATION;
- 23 e. Defendants' officers and management are intertwined and do not act completely  
24 independent of one another;
- 25 f. Defendants' officers and managers act in the interest of PG&E CORPORATION as a  
26 single enterprise;
- 27 g. PG&E CORPORATION has control and authority to choose and appoint PACIFIC  
28 GAS & ELECTRIC COMPANY's board members as well as its other top officers and

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- managers;
- h. Despite both being Electric Companies and Public Utilities, Defendants do not compete with one another, but have been structured and organized and business effectuates so as to create a synergistic, integrated single enterprise where various components operate in concert one with another;
- i. PG&E CORPORATION maintains unified administrative control over PACIFIC GAS & ELECTRIC COMPANY;
- j. Defendants are insured by the same carriers and provide uniform or similar pension, health, life, and disability insurance plans for employees;
- k. Defendants have unified 401 (k) Plans, pensions and investment plans, bonus programs, vacation policies, and paid time off from work schedules and policies;
- l. Defendants invest these funds from their programs and plans by a consolidated and/or coordinated Benefits Committee controlled by PG&E CORPORATION and administered by common trustees and administrators;
- m. Defendants have unified personnel policies and practices and/or a consolidated personnel organization or structure;
- n. Defendants have unified accounting policies and practices dictated by PG&E CORPORATION and/or common or integrated accounting organizations or personnel;
- o. Defendants are represented by common legal counsel;
- p. PG&E CORPORATION's officers, directors and other management make policies and decisions to be effectuated by PACIFIC GAS & ELECTRIC COMPANY and/or otherwise play roles in providing directions and making decisions for PACIFIC GAS & ELECTRIC COMPANY;
- q. PG&E CORPORATION's officers, directors, and other management direct certain financial decisions for PACIFIC GAS & ELECTRIC COMPANY including the amount and nature of capital outlays;
- r. PG&E CORPORATION's written guidelines, policies, and procedures control PACIFIC GAS & ELECTRIC COMPANY, its employees, policies, and practices;

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

8 4.4 The true names of DOES 1 through 100, whether individual, corporate, associate,  
9 or otherwise, are unknown to Plaintiffs who, under California Code of Civil Procedure Section  
10 474, sue these Defendants under fictitious names. Each of the fictitiously named Defendants is  
11 responsible in some manner for the conduct alleged herein, including, without limitation, by way  
12 of conspiracy, aiding, abetting, furnishing the means and/or acting in capacities that create  
13 agency, respondeat superior, and/or predecessor-or successor-in-interest relationships with the  
14 Defendants. The DOE Defendants are private individuals, associations, partnerships,  
15 corporations, or otherwise that actively assisted and participated in the negligent and wrongful  
16 conduct alleged herein in ways that are currently unknown to Plaintiffs. Some or all of the DOE  
17 Defendants may be residents of the State of California. Plaintiffs may amend or seek to amend  
18 this Complaint to allege the true names, capacities, and responsibility of these DOE Defendants  
19 once they are ascertained, and to add additional facts and/or legal theories. Plaintiffs make all  
20 allegations contained this Complaint against all Defendants, including DOES 1 through 100.

## 21 5.0

### 22 BACKGROUND

23 5.1 Prior to October 8, 2017 Defendants, and each of them, had a duty to properly  
24 maintain and repair the electric transmission lines, and other equipment associated with their duty  
25 to transmit electricity and to keep vegetation properly trimmed and maintained so as to prevent  
26 contact with power lines and other electrical equipment. In the construction, repair, maintenance,  
27 and operation of such equipment and power lines the Defendants, and each of them, had an  
28 obligation to comply with statutes, regulations, and standards, specifically including, but not

1 limited to, Public Resource Code 4292, Public Resource Code 4293, General Order 95, and  
2 General Order 165. In addition, the Defendants, and each of them, were specifically aware that  
3 such standards and regulations were minimum standards and that Defendants, and each of them,  
4 had a duty to make their lines safe under all the exigencies created by the surrounding  
5 circumstances and conditions and that a failure to do so constituted negligence and would expose  
6 members of the general public to a serious risk of injury or death.

7       5.2     At all times mentioned herein, Defendants, and each of them, were aware that the  
8 State of California, had been in a state of drought, and even though it received more rain this past  
9 winter, the summer months brought back drought like conditions. Defendants, and each of them,  
10 were aware that the drought conditions had existed and were aware that fire danger was at an  
11 extraordinarily high level, particularly given the increased vegetation arising from the 2017  
12 winter rains. Defendants, and each of them, knew that if the power lines or other equipment came  
13 into contact with, or caused electricity to come into contact with, vegetation it was probable that a  
14 fire would result and that, given the drought conditions, a resulting fire would likely result in the  
15 loss of life, significant damage to real and personal property and damage to members of the  
16 general public, including these Plaintiffs.

17       5.3     Defendants, and each of them, were negligent in that they failed to properly  
18 maintain, repair, and inspect the subject lines, equipment and adjacent vegetation and negligently  
19 failed to properly trim, prune, remove, and/or otherwise maintain vegetation near their electrical  
20 equipment so as to secure safety to the public in general, specifically including these Plaintiffs.  
21 As a direct, proximate, and legal result of the negligence of the Defendants, and each of them,  
22 Plaintiffs suffered the injuries and damages alleged herein.

23       5.4     On information and belief, beginning on or about October 8, 2017 as a direct  
24 proximately result of the negligence of the Defendants, and each of them, power lines and/or  
25 other electrical equipment came in contact with vegetation and caused the Wine Country Fires,  
26 which burned in excess of 245,000 acres, including property owned or occupied by these  
27 Plaintiffs.

28     ///



**GENERAL ALLEGATIONS**

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3       6.1     Defendants are, and were, aware of the danger from fires in Sonoma, Mendocino  
4 Santa Rosa, and Napa, Butte and Solano Counties during the summer months when  
5 environmental conditions are favorable for extensive conflagration and the high temperatures,  
6 absence of moisture, and the prevalence of wind renders the extinguishment of a burning fire  
7 difficult.

8       6.2     Wires and other equipment carrying electricity are a dangerous instrumentality and  
9 a hazardous and dangerous activity requiring the exercise of increased care commensurate with  
10 and proportionate to that increased danger so as to make the transport of electricity through wires  
11 safe under all circumstances and exigencies offered by the surrounding environment, including  
12 the risk of fire.

13       6.3     Defendants failed in their duty to exercise care commensurate with and  
14 proportionate to the combined danger of an area susceptible to wildfire and the dangerous activity  
15 of wires carrying electricity, thereby being a substantial factor in the cause of the fires, as more  
16 fully set forth below.

17       6.4     The conditions and circumstances existing at the time of the ignition in known fire  
18 origin areas, including the extended drought, high temperature, low humidity, and tinder-like  
19 dryness of vegetation, were reasonably foreseeable, if not expected, by a reasonable and prudent  
20 person and were reasonably foreseeable by and to be expected by, Defendants, especially with  
21 their special knowledge and expertise.

22       6.5     This action seeks damages for each Plaintiff named in this case, according to their  
23 individual proof, and not as a part of a "class action," for any and all harm they suffered as a  
24 result of the Wine Country Fires. Plaintiffs are informed and believe and herein allege that  
25 PG&E, and DOES 1-100 knew of the dangerous conditions of the property that eventually  
26 resulted in the Wine Country Fires, but recklessly and with careless and conscious disregard to  
27 human life and safety decided to ignore the fire risks, inclusive of warnings and danger signs  
28 regarding trees within in close proximity to power lines, and other equipment that resulted in the

1 Wine Country Fires. To make sure that the necessary precautions are taken in the future, this  
2 action seeks punitive and exemplary damages against Defendants.

3 **7.0**

4 **FIRST CAUSE OF ACTION**

5 **Negligence**

6 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**  
7 **1 through 100)**

8 7.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully  
9 set forth herein at length.

10 7.2 Defendants PG&E CORPORATION and PACIFIC GAS & ELECTRIC  
11 COMPANY, including their employee/agents DOES 1-50, have a non-delegable duty to apply a  
12 level of care commensurate with and proportionate to the danger of designing, engineering,  
13 constructing, operating, and maintaining electrical transmission and distribution systems,  
14 including vegetation clearance.

15 7.3 Defendants PG&E CORPORATION and PACIFIC GAS & ELECTRIC  
16 COMPANY, including their employee/agents DOES 1- 50, have a non-delegable duty of vigilant  
17 oversight in the maintenance, use, operation, repair, and inspection appropriate to the changing  
18 conditions and circumstances of their electrical transmission and distribution systems.

19 7.4 Prior to the subject fire, Defendant PG&E hired, retained, contracted, allowed,  
20 and/or otherwise collaborated with the DOE Defendants and/or other parties to perform work  
21 along and maintain the network of distribution lines, infrastructure, and vegetation. The work for  
22 which the DOE Defendants were hired involved a risk of fire that was peculiar to the nature of the  
23 agency relationship. A reasonable property/easement owner and/or lessee in the position of the  
24 PG&E knew, or should have recognized, the necessity of taking special precautions to protect  
25 adjoining property owners against the risk of harm created by work performed, work to be  
26 performed, and/or work otherwise not performed.

27 7.5 Defendants, and each of them, knew or should have known that the activities of  
28 the DOE Defendants, and/or other parties, involved a risk that was peculiar to the operation of

1 Defendants' business that was foreseeable and arose from the nature and/or location of the work.  
2 Notwithstanding this, Defendants, and each of them, failed to take reasonable precautions to  
3 protect adjoining property owners against the foreseeable risk of harm created by their activities.

4 7.6 Defendants, and each of them, have special knowledge and expertise far above that  
5 of a layperson that they were required to apply to the design, engineering, construction, use,  
6 operation, inspection, repair, and maintenance of electrical lines, infrastructure, equipment, and  
7 vegetation in order to assure safety under all the local conditions in their service area, including  
8 but not limited to, those conditions identified herein.

9 7.7 Defendants negligently breached their duties by, among other things:

- 10 a. Failing to conduct reasonably prompt, proper, and frequent inspections of the  
11 electrical transmission lines, wires, and associated equipment;
- 12 b. Failing to design, construct, monitor, and maintain high voltage transmission and  
13 distribution lines in a manner that avoids igniting fire during long, dry seasons by  
14 allowing those lines to withstand foreseeable conditions and avoid igniting fires;
- 15 c. Failing to design, construct, operate, and maintain high voltage transmission and  
16 distribution lines and equipment to withstand foreseeable conditions to avoid  
17 igniting fires;
- 18 d. Failing to maintain and monitor high voltage transmission and distribution  
19 lines in fire prone areas so as to avoid igniting and spreading fires;
- 20 e. Failing to install the equipment necessary, and/or to inspect and repair the  
21 equipment installed, to prevent electrical transmission and distribution lines from  
22 improperly sagging, operating or making contact with other metal wires placed on  
23 its poles and igniting fires;
- 24 f. Failing to keep equipment in a safe condition at all times to prevent fires;
- 25 g. Failing to inspect vegetation within proximity to energized transmission and  
26 distribution lines;
- 27 h. Failing to de-energize power lines during fire prone conditions;
- 28 i. Failing to de-energize power lines after the fire's ignition;

- 1 j. Failing to properly investigate, vet, hire, train, and supervise employees and agents
- 2 responsible for maintenance and inspection of the distribution lines;
- 3 k. Failing to implement and follow regulations and reasonably prudent practices to
- 4 avoid fire ignition;
- 5 l. Failing to properly investigate, monitor, and maintain vegetation sufficient to
- 6 mitigate the risk of fire.

7 7.8 The fire alleged herein was a direct, legal, and proximate result of the negligence  
8 of Defendants PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES  
9 1 to 100, and each of them. Defendants, and each of them, further breached their duties owed to  
10 Plaintiffs in that said Defendants (1) failed to comply with the applicable statutes, regulations and  
11 standards, (2) failed to timely and properly maintain and inspect the subject line and adjacent  
12 vegetation, (3) failed to properly cut, trim, prune, and/or otherwise keep vegetation from contact  
13 with its line, and (4) failed to make the overhead lines safe under all the exigencies created by the  
14 surrounding circumstances and conditions. Defendants, and each of them, negligently installed,  
15 constructed, maintained, operated, inspected, and/or repaired the line and as a direct, proximate,  
16 and legal result the line caused a fire and Plaintiffs' damages. As a direct, proximate, and legal  
17 result of said negligence these Plaintiffs suffered damages as alleged herein.

18 7.9 At all times mentioned herein, Defendants PG&E CORPORATION, PACIFIC  
19 GAS & ELECTRIC COMPANY, and DOES 1 to 100, and each of them, failed to properly  
20 inspect and maintain the subject line and equipment which they knew, given the then existing  
21 drought conditions, posed a risk of serious injury, damage or death to others, including Plaintiffs.  
22 Defendants PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES 1  
23 to 100, and each of them, were aware that if the subject line and/or subject equipment came in  
24 contact with vegetation that a fire would likely result. Defendants, and each of them, also knew  
25 that, given the existing drought like conditions, said fire was likely to pose a risk of serious  
26 injury, danger, and/or death to the general public, including these Plaintiffs.

27 7.10 Over the past approximately 10 years Defendants, PG&E CORPORATION,  
28 PACIFIC GAS & ELECTRIC COMPANY, and DOES 1 to 100, and each of them, have been

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

19 **Despite major public attention, ongoing CPUC investigations**  
20 **(OII's) and rulemakings (OIR's) into PG&E's actions and**  
21 **operations, including the investigations we voted on today,**  
22 **federal grand jury, and California Department of Justice**  
**investigation, continued safety lapses at PG&E continue to**  
**occur.**

23 7.11 Nonetheless, Defendants continue to consciously disregard the safety of the public,  
24 including these Plaintiffs. Since December 2008, Defendants PG&E CORPORATION, PACIFIC  
25 GAS & ELECTRIC COMPANY and DOES 1 to 100, and each of them, have been responsible  
26 for the deaths of at least fourteen people and burns and injuries suffered by at least 40 other  
27 people. Defendants have admitted to putting profits over safety and to having violated safety  
28 regulations. Prior to the Wine Country Fires, the PG&E Defendants, acting with conscious

1 disregard for the safety of others, caused the deaths of eight people and destroyed an entire  
2 neighborhood in San Bruno, California. Defendants conduct continued with its role in causing the  
3 Butte Fire. The deaths, injuries, and damage occasioned by the Wine Country Fires are the result  
4 of the ongoing custom and practice of the Defendants, and each of them, of consciously  
5 disregarding the safety of the public and not following statues, regulations, standards and rules  
6 regarding their business operations. Despite having caused the death and injury to numerous  
7 people, these Defendants have continued to act in conscious disregard for the safety of others, and  
8 have ratified the conduct of their employees. Upon information and belief, no employee has been  
9 disciplined or discharged as a result of failing and/or refusing to comply with the regulations  
10 and/or as a result of the deaths of members of the public. These Defendants, in order to cut costs,  
11 failed to properly inspect and maintain the subject line and/or the subject equipment with full  
12 knowledge that any incident was likely to result in a fire that would burn and/or kill people,  
13 damage property, and/or cause harm to the general public, including these Plaintiffs. The actions  
14 of these Defendants, and each of them, did in fact result in damages to these Plaintiffs. The  
15 Defendants, and each of them, failed to make the proper inspections, remove vegetation, and  
16 failed to safely operate their line, in order to save money, while at the same time spending  
17 millions of dollars on a television advertising campaign falsely representing to the public that the  
18 defendants were acting in a safe manner.

19           7.12    The negligence of Defendants was a substantial factor in causing Plaintiffs'  
20 damages.

21           7.13    Defendants' failure to comply with their duties of care proximately caused damage  
22 to Plaintiffs.

23           7.14    As a further direct and proximate result of Defendants' negligence, Plaintiffs  
24 suffered damages including, but not limited to, property damage, loss of cherished possessions,  
25 emotional distress, annoyance, disturbance, inconvenience, and mental anguish, loss of quiet  
26 enjoyment of their property, and costs related to Plaintiffs' evacuation.

27           7.15    As a further direct and proximate result of Defendants' negligence, Plaintiffs  
28 incurred past and future medical expenses according to proof.

1           7.16 Further, the conduct alleged against Defendants in this complaint was despicable  
 2 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,  
 3 constituting oppression, for which Defendants must be punished by punitive and exemplary  
 4 damages in an amount according to proof. The conduct of the defendants evidences a conscious  
 5 disregard for the safety of others, including Plaintiffs. The Defendants' conduct was and is  
 6 despicable conduct and constitutes malice as defined by Civil Code Section 3294. An officer,  
 7 director, or managing agent of PG&E personally committed, authorized and/or ratified the  
 8 despicable and wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of  
 9 punitive damages sufficient to punish and make an example of these Defendants, and each of  
 10 them.

## 8.0

### **SECOND CAUSE OF ACTION**

#### **Inverse Condemnation**

14 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**  
 15 **1 through 100, and each of them)**

16           8.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully  
 17 set forth herein at length.

18           8.2 On or about October 8, 2017, Plaintiffs were owners of real property and/or  
 19 personal property located within Sonoma County.

20           8.3 Prior to and on October 8, 2017, Defendant installed, owned, operated, used,  
 21 controlled, and/or maintained power lines, and electrical equipment in the above-mentioned  
 22 counties.

23           8.4 On or about October 8, 2017, as a direct, necessary, and legal result of Defendants'  
 24 installation, ownership, operation, use, control, and/or maintenance for a public use of the power  
 25 lines and electrical equipment, Defendants' electrical lines and/or equipment came in contact with  
 26 vegetation and caused a wildfire which burned in excess of 245,000 acres, including property  
 27 owned or occupied by these plaintiffs. The fire damaged and/or destroyed Plaintiffs' real and/or  
 28 personal property.





1 suffered and will continue to suffer damages, including but not limited to damage to property,  
2 discomfort, annoyance, and emotional distress in an amount to be proved at the time of trial.

3 9.6 As a further direct and proximate result of the conduct of Defendants, Plaintiffs,  
4 have hired and retained counsel to recover compensation for loss and damage and are entitled to  
5 recover all attorney's fees, expert fees, consultant fees, and litigation costs and expense, as  
6 allowed under California Code of Civil Procedure, Section 1021.9.

7 9.7 As a further direct and proximate result of the conduct of Defendants, Plaintiffs  
8 seek treble or double damages for wrongful injuries to timber, trees, or underwood on their  
9 property, as allowed under California Civil Code, Section 3346.

10 9.8 Defendants' conduct was willful and wanton, and with a conscious contempt and  
11 disdain for the disastrous consequences that Defendants knew could occur as a result of their  
12 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, which is an  
13 appropriate predicate fact for an award of exemplary/punitive damages in a sum according to  
14 proof.

15 **10.0**

16 **FOURTH CAUSE OF ACTION**

17 **Private Nuisance**

18 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**  
19 **1 through 100)**

20 10.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully  
21 set forth herein at length.

22 10.2 Defendants' actions, conduct, omissions, negligence, trespass and failure to act  
23 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs property,  
24 invaded the right to use the Plaintiffs' property, and interfered with the enjoyment of Plaintiffs'  
25 property, causing the Plaintiffs unreasonable harm and substantial actual damages constituting a  
26 nuisance, pursuant to California Civil Code Section 3479.

27 10.3 As a direct and proximate result of the conduct of Defendants, Plaintiffs sustained  
28 loss and damage, including but not limited to damage to property, discomfort, annoyance, and

1 emotional distress, the amount of which will be proven at trial.

2 10.4 Defendants' conduct was willful and wanton, and with a conscious contempt and  
3 disdain for the disastrous consequences that Defendants knew could occur as a result of their  
4 dangerous conduct. Accordingly, Defendants acted with malice towards Plaintiffs, which is an  
5 appropriate predicate fact for an award of exemplary/punitive damages in a sum according to  
6 proof.

7 **11.0**

8 **FIFTH CAUSE OF ACTION**

9 **Claim Under Public Utilities Code 2106**

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

11 11.1 Plaintiffs incorporate and re-allege each of the paragraphs above as though fully  
12 set forth herein at length.

13 11.2 As Public Utilities, Defendants are legally required to comply with the rules and  
14 orders promulgated by the California Public Utilities Commission pursuant to Public Utilities  
15 Code Section 702.

16 11.3 Public Utilities that perform or fail to perform something required to be done by  
17 the California Constitution, a law of the State, or a regulation or order of the Public Utilities  
18 Commission, which leads to loss or injury, is liable for that loss or injury, pursuant to Public  
19 Utilities Code Section 2106.

20 11.4 As Public Utilities, Defendants are required to provide and maintain service,  
21 equipment and facilities in a manner adequate to maintain the safety, health and convenience of  
22 their customers and the public, pursuant to Public Utilities Code Section 451.

23 11.5 Defendants are required to design, engineer, construct, operate, and maintain  
24 electrical supply lines and associated equipment in a manner consonant with their use, taking into  
25 consideration local conditions and other circumstances, so as to provide safe and adequate electric  
26 service, pursuant to Public Utility Commission General Order 95, Rule 33.1 and General Order  
27 165.

28 11.6 Defendants are required to maintain vegetation in compliance with California

1 Public Resources Code Sections 4293, 4294, 4435 and Health & Safety Code Section 13001.

2 11.7 Through their conduct alleged herein, Defendants violated Public Utilities Code  
3 Sections 702, 451 and/or Public Utilities Commission General Order 95, thereby making them  
4 liable for losses, damages and injury sustained by Plaintiff pursuant to Public Utilities Code  
5 Section 2106.

6 **12.0**

7 **SIXTH CAUSE OF ACTION**

8 **Violation of Health & Safety Code §13007**

9 **(Against PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOES**  
10 **1 through 100)**

11 12.1 Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
12 contained above as though the same were set forth herein in full.

13 12.2 By engaging in the acts and omissions alleged in this Complaint, Defendants, and  
14 each of them, willfully, negligently, and in violation of law, set fire to and/or allowed fire to be  
15 set to the property of another in violation of California Health & Safety Code § 13007.

16 12.3 As a legal result of Defendants' violation of California Health & Safety Code §  
17 13007, Plaintiffs suffered recoverable damages to property under California Health & Safety  
18 Code § 13007.21

19 12.4 As a further legal result of the violation of California Health & Safety Code §  
20 13007 by Defendants, Plaintiffs suffered damages that are entitled to reasonable attorney's fees  
21 under California Code of Civil Procedure § 1021.9 for the prosecution of this cause of action.

22 12.5 Further, the conduct alleged against Defendant in this complaint was despicable  
23 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their rights,  
24 constituting oppression, for which Defendants must be punished by punitive and exemplary  
25 damages in an amount according to proof. Defendants' conduct was carried on with a willful and  
26 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendant  
27 must be punished by punitive and exemplary damages according to proof. An officer, director, or  
28 managing agent of PG&E personally committed, authorized and/or ratified the despicable and

1 wrongful conduct alleged in this complaint.

2 **PRAYER FOR RELIEF**

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

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

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

28 ///

1 **For Inverse Condemnation:**

- 2 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost  
3 personal and/or real property;
- 4 2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal  
5 property;
- 6 3. Loss of wages, earning capacity, and/or business profits or proceeds, and/or any  
7 related displacement expenses;
- 8 4. All costs of suit, including attorneys' fees where appropriate, appraisal fees,  
9 engineering fees, and related costs;
- 10 5. Prejudgment interest according to proof; and
- 11 6. For such other and further relief as the Court shall deem proper, all according to  
12 proof.

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

15 Dated: February 27, 2018

CUTTER LAW P.C.

17 By: \_\_\_\_\_

18 John C. Rousas  
19 Matthew M. Freiring  
20 Attorneys for Plaintiffs

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