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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO

14 ANGELA LOO and BRENDAN FOSS,
15 individually and on behalf of the Estate of
Ernest Francis Foss, deceased,

16 Plaintiffs,

17 v.

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

20 Defendants.
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ENDORSED
FILED
Superior Court of California
County of San Francisco

DEC 13 2018

CLERK OF THE COURT

BY: DAVID W. YUEN
Deputy Clerk

Case No.

CGC -18-572078

COMPLAINT FOR DAMAGES

1. NEGLIGENCE

2. INVERSE CONDEMNATION

3. TRESPASS

4. PRIVATE NUISANCE

5. PUBLIC NUISANCE

6. PREMISES LIABILITY

**7. VIOLATION OF PUBLIC UTILITIES
CODE § 2106**

**8. VIOLATION OF HEALTH & SAFETY
CODE § 13007**

**9. WRONGFUL DEATH AND SURVIVAL
ACTION**

1 **COMPLAINT AND DEMAND FOR JURY TRIAL**

2 COME NOW, Plaintiffs ANGELA LOO and BRENDAN FOSS, individually and on
3 behalf of the estate of ERNEST FRANCIS FOSS, DECEASED, for causes of action against
4 Defendants PG&E CORPORATION, PACIFIC GAS & ELECTRIC COMPANY, and DOE
5 DEFENDANTS 1 through 20 (“Doe Defendants”), and allege, upon information and belief as
6 well as upon their attorneys’ investigation, as follows:
7



15 **NATURE OF THE ACTION**

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

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

24 3. Among the victims of the Camp Fire tragedy was Ernest “Ernie” Francis Foss. The
25 Camp Fire ravaged Ernie’s home, destroying his real and personal property and ultimately
26 claiming his life as he tried to escape the fire’s path.
27
28

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

4 5. PG&E had a duty to properly maintain its electrical infrastructure to ensure its safe
5 operation, including by adequately designing, constructing, monitoring, maintaining, operating,
6 repairing, replacing, and/or improving its power lines, poles, transformers, conductors, insulators,
7 reclosers, and/or other electrical equipment. This duty included inspecting and managing
8 vegetation around its power lines and/or other electrical equipment given the foreseeable risk of
9 such vegetation coming into contact with this equipment and starting fires. Even though PG&E
10 knew that its infrastructure was aging, unsafe, and vulnerable to weather and environmental
11 conditions, it failed to fulfill these duties, and failed to take preventative measures in the face of
12 known high-risk weather conditions, such as de-energizing its electrical equipment. PG&E’s
13 failures ultimately resulted in the deadliest and most destructive wildfire in California history.

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

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

21 8. PG&E has caused the destruction of Decedent’s property, caused the loss of
22 Decedent’s beloved pet, and ultimately caused his death.

PARTIES

A. Decedent Ernest “Ernie” Francis Foss



9. At all material times, Decedent ERNEST FRANCIS FOSS was a citizen and resident of California and passed away in California.

10. Ernest “Ernie” Francis Foss was born on May 4, 1955.

11. Ernie spent most of his life in San Francisco. He also studied computer engineering at Heald College in Hayward, California.

12. Ernie was a single father to three loving children: Angela, 43, Brendan, 20, and Erik Foss, Sr. (who passed away in 2015 at age 37).

13. Music was Ernie’s passion. He played in a number of blues and rock-n-roll bands, and taught lessons to students in a makeshift music studio he set up in his living room. Ernie’s musical ability was wide-ranging: he ably played guitar, drums, saxophone, and bass guitar, in addition to being a talented singer.

14. Ernie was a studio musician by trade. He also performed alongside famous musical talent, including the bands Jefferson Airplane, Santana, and Hot Tuna. Shortly after Pacific Bell Park (now AT&T Park) opened in San Francisco, Ernie performed the National Anthem *a capella* to the entire stadium.

1 15. About ten years ago, Ernie left San Francisco and made a new home for himself in
2 the town of Paradise, California.

3 16. Ernie lived in Paradise in a home on Edgewood Lane with Andrew Burt, his
4 stepson, and Bernice, a dog he adopted from a local animal shelter.

5 17. On or around November 8, 2018, Ernie perished attempting to escape the fast-
6 approaching flames of the Camp Fire. Rescue workers found his body outside his home near his
7 wheelchair, not far from his minivan outside his home. Bernice's remains were found alongside
8 him. Andrew Burt also died in the fire in an apparent attempt to help Ernie escape.

9 **B. Plaintiffs**

10 18. At all relevant times, Plaintiff ANGELA LOO was and is the child of ERNEST
11 FRANCIS FOSS. Plaintiff ANGELO LOO resides and is a citizen of Portland, Oregon.

12 19. At all relevant times, Plaintiff BRENDAN FOSS was and is the child of ERNEST
13 FRANCIS FOSS. Plaintiff BRENDAN FOSS resides and is a citizen of Sacramento, California.

14 20. ANGELO LOO and BRENDAN FOSS bring claims individually and as
15 successors in interest to ERNEST FRANCIS FOSS, deceased. Plaintiffs are the heirs and next of
16 kin of ERNEST FRANCIS FOSS, who died on or about November 8, 2018 in California.

17 21. Plaintiffs bring these claims individually and as successors in interest to Ernest
18 Francis Foss, deceased, pursuant to Calif. Code of Civil Procedure Sections 377.30 *et. seq.* and
19 Calif. Code of Civil Procedure Section 377.60 *et. seq.*

20 **C. PG&E Defendants**

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

1 23. Defendant Pacific Gas & Electric Company is a corporation existing under the
2 laws of the State of California, with its principal place of business located at 77 Beale Street, San
3 Francisco, California 94105. Pacific Gas & Electric Company conducts business throughout this
4 County and the State of California.

5 24. Pacific Gas & Electric Company is both an “Electrical Corporation” and a “Public
6 Utility” pursuant to, respectively, Sections 218(a) and 216(a) of the California Public Utilities
7 Code. Pacific Gas & Electric Company is in the business of providing electricity to the residents
8 and businesses of Northern California and, more particularly, to decedent’s residence, through a
9 network of electrical transmission and distribution lines.

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

14 26. Defendants have at least \$1.4 billion in wildfire insurance.

15 27. Pacific Gas & Electric Company is a privately-owned public utility, which enjoys
16 a state-protected monopoly or quasi-monopoly, derived from its exclusive franchise provided by
17 the State of California and is more akin to a governmental entity than a purely private entity and
18 runs its utility affairs like a governmental entity. Pacific Gas & Electric Company’s monopoly is
19 guaranteed and safeguarded by the California Public Utilities Commission (“CPUC”), which
20 possesses the power to refuse to issue certificates of public convenience and necessity to permit
21 potential competition to enter the market. The policy justifications underlying inverse
22 condemnation liability are that individual property owners should not have to contribute
23 disproportionately to the risks from public improvements made to benefit the community as a
24 whole. Under the rules and regulations set forth by the CPUC, amounts that Pacific Gas &
25 Electric Company must pay in inverse condemnation can be included in its rates and spread
26 among the entire group of rate payers so long as it is acting as a reasonable and prudent manager
27 of its electric distribution systems.
28

1 28. Defendants PG&E Corporation and Pacific Gas and Electric Company provide
2 public utility services, including the generation, transmission, and distribution of electricity to
3 millions of customers in Northern and Central California, including to residents of Butte County,
4 where the Camp Fire originated.

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

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

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

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

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

20 e. PG&E Corporation's and Pacific Gas & Electric Company's officers and
21 management are intertwined and do not act completely independently of one another;

22 f. PG&E Corporation's and Pacific Gas & Electric Company's officers and
23 managers act in the interest of PG&E Corporation as a single enterprise;

24 g. PG&E Corporation has control and authority to choose and appoint Pacific
25 Gas & Electric Company's board members as well as its other top officers and managers;

26 h. Despite both being electric companies and public utilities, PG&E
27 Corporation and Pacific Gas & Electric Company do not compete with one another, but have
28

1 been structured, organized, and businesses effectuated so as to create a synergistic, integrated
2 single enterprise where various components operate in concert with one another;

3 i. PG&E Corporation maintains unified administrative control over Pacific
4 Gas & Electric Company;

5 j. PG&E Corporation and Pacific Gas & Electric Company are insured by the
6 same carriers and provide uniform or similar pension, health, life and disability insurance plans
7 for employees;

8 k. PG&E Corporation and Pacific Gas & Electric Company have unified
9 401(k) Plans, pensions and investments plans, bonus programs, vacation policies and paid time
10 off from work schedules and policies;

11 l. PG&E Corporation and Pacific Gas & Electric Company invest these funds
12 from their programs and plans by a consolidated and/or coordinated Benefits Committee
13 controlled by PG&E Corporation and administered by common trustees and administrators;

14 m. PG&E Corporation and Pacific Gas & Electric Company have unified
15 personnel policies and practice and/or a consolidated personnel organization or structure;

16 n. PG&E Corporation and Pacific Gas & Electric Company have unified
17 accounting policies and practices dictated by PG&E Corporation and/or common or integrated
18 accounting organizations or personnel;

19 o. PG&E Corporation and Pacific Gas & Electric Company are represented
20 by common legal counsel;

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

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

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

1 s. PG&E Corporation files consolidated earnings statements factoring all
2 revenue and losses from Pacific Gas & Electric Company as well as consolidated tax returns,
3 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 CPUC and uses
6 such direction and control for the benefit of PG&E Corporation.

7 **D. Doe Defendants**

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

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

16 **E. Agency and Concert of Action**

17 32. At all times mentioned herein, Defendants, and/or each of them, were the agents,
18 servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each
19 of the other Defendants named in this Complaint and were at all times operating and acting within
20 the purpose and scope of such agency, service, employment, partnership, enterprise, conspiracy,
21 and/or joint venture, and each Defendant has ratified and approved the acts of each of the
22 remaining Defendants. Each of the Defendants aided and abetted, encouraged, and rendered
23 substantial assistance to the other Defendants in breaching their obligations to Plaintiffs as alleged
24 herein. In taking action to aid and abet, and substantially assist the commission of these wrongful
25 acts and other wrongdoings complained of, as alleged herein, each of the Defendants acted with
26 an awareness of his/her/its primary wrongdoing and realized that his/her/its conduct would
27 substantially assist the accomplishment of the wrongful conduct, wrongful goals, and
28 wrongdoing.

1 **JURISDICTION AND VENUE**

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

6 34. This Court has personal jurisdiction over Defendants because they are
7 headquartered in this State, and the conduct alleged in this Complaint occurred in, and/or
8 emanated from, this State.

9 35. Venue is proper in this County pursuant to California Code of Civil Procedure
10 § 395.5 because Defendants reside in this County, their principal place of business is located in
11 this County, and the conduct at issue occurred in, and/or emanated from, this County.

12 **FACTUAL BACKGROUND**

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

14 36. PG&E is the leading supplier of electricity in Northern California. It owns, installs,
15 constructs, operates, and maintains overhead power lines, together with supporting poles and
16 appurtenances throughout Northern and Central California for the purpose of transmitting and
17 distributing energy to the general public. PG&E's lines and equipment were located at and around
18 the origin points of the Camp Fire.

19 37. Electrical infrastructure is inherently dangerous and hazardous, and PG&E
20 recognizes it as such. The transmission and distribution of electricity requires PG&E to exercise
21 an increased level of care in line with the increased risk of associated danger.

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

26 39. In the construction, inspection, repair, maintenance, management, ownership,
27 and/or operation of its power lines and other electrical equipment, PG&E had an obligation to
28 comply with a number of statutes, regulations, and standards, including, but not limited to: Code

1 of Civil Procedure § 733; Public Resource Code §§ 4292, 4293, and 4435; Public Utilities Code
2 § 451; and General Order Numbers 95 and 165.

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

8 41. PG&E was well aware of the risks posed by its electrical delivery system,
9 including the importance of proper vegetation management.

10 42. For example, in June 2014, the California Public Utilities Commission (the
11 “CPUC”) directed PG&E and all investor-owned utilities to take remedial measures to reduce the
12 likelihood of fires started by or threatening utility facilities.¹ Additionally, CPUC informed
13 PG&E that PG&E could seek to recover incremental costs associated with these remedial
14 measures outside of the standard funding process. CPUC even agreed to provide additional
15 funding on top of already available vegetation-management funding to ensure that a lack of funds
16 wouldn’t prevent the implementation of appropriate remedial measures.

17 43. Following the siege of devastating Northern California fires in 2017, the CPUC
18 adopted new vegetation and fire safety standards to protect certain high-threat fire areas
19 (Resolution ESRB-4).²

20 44. PG&E knew or should have known that such standards and regulations were
21 minimum standards and that PG&E has a duty to identify vegetation that posed a foreseeable
22 hazard to power lines and/or other electrical equipment, and to manage the growth of vegetation
23 near its power lines and equipment to prevent the foreseeable danger of contact between
24 vegetation and power lines starting a fire.

25
26 ¹ *Resolution ESRB-4*, <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M096/K415/96415169.pdf>, (last accessed Nov. 17,
27 2018).

28 ² *CPUC Adopts New Fire Safety Regulations*,
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M201/K352/201352402.PDF>, (last accessed Nov. 15, 2018).

1 45. Further, at all relevant times PG&E had, and continues to have, a duty to manage,
2 maintain, repair, and/or replace its aging infrastructure to protect public safety. These objectives
3 could and should have been accomplished in a number of ways, including, but not limited to,
4 putting electrical equipment underground in wildfire-prone areas, increasing inspections,
5 developing and implementing protocols to shut down electrical operations in emergency
6 situations, modernizing infrastructure, and/or obtaining an independent audit of its risk
7 management programs to ensure effectiveness.

8 46. Defendants were specifically aware that they had a duty to maintain equipment
9 and the surrounding vegetation in compliance with state regulations and knew or should have
10 known that a failure to do so would expose Decedent and the general public to a serious risk of a
11 catastrophic event resulting in loss of life, bodily injury, damage to property, and other losses.
12 Unfortunately, time and time again, Defendants have abdicated their duties and exposed the
13 public to unacceptable risk.

14 **II. PG&E's Long History of Safety Violations**

15 47. The Camp Fire is the most recent, most destructive, and deadliest wildfire PG&E
16 has caused. But it is hardly the first.

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

21 a. In 1994, PG&E's failure to trim trees near its power lines caused the
22 devastating "Trauner Fire" in Nevada County, California. In 1997, a jury found PG&E liable for
23 739 counts of criminal negligence for causing this fire. Subsequent to the trial, a report authored
24 by the CPUC revealed that from 1987 through 1994, PG&E diverted \$495 million from its
25 budgets for maintaining its systems, and instead, used this money to boost corporate profits.³
26

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

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

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

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

11 e. PG&E has been on criminal probation as a result of the pipeline explosion.
12 On November 27, 2018, The Hon. William Alsup, U.S. District Judge for the Northern District of
13 California, entered an order requiring PG&E to provide “an accurate and complete statement of
14 the role, if any, of PG&E in causing and reporting the recent Camp Fire in Butte County and all
15 other wildfires in California since the judgment herein.”⁷

16 f. In 2011, PG&E caused an explosion in Cupertino when it failed to replace
17 a plastic pipe that it had known was unsafe since at least 2002. PG&E ignored warnings about the
18 dangerous nature of the pipe, and instead chose to do nothing.⁸

19 g. In 2014, PG&E’s inadequate recordkeeping and disregard for public safety
20 caused an explosion in Carmel. As a result, PG&E was required to pay over \$36 million in fines.⁹

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

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

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

25 ⁷ *United States v. Pac. Gas & Elec. Co.*, No. 3:14-cr-00175-WHA, ECF No. 951 (N.D. Cal. Nov. 27, 2018).

26 ⁸ Paul Rogers, *PG&E Pipe That Exploded in Cupertino Was Made Of Material Connected With Numerous Other Fires*, San Jose
Mercury News (Aug. 13, 2016 2:34 P.M.), [http://www.mercurynews.com/2011/09/02/pge-pipe-that-exploded-in-cupertino-was-](http://www.mercurynews.com/2011/09/02/pge-pipe-that-exploded-in-cupertino-was-made-of-material-connected-with-numerous-other-fires/)
made-of-material-connected-with-numerous-other-fires/.

27 ⁹ Tom Leyde, *CPUC Fines PG&E \$24.3 Million in Case Related to 2014 Carmel House Explosion*,
28 <http://www.montereyherald.com/article/NF/20160601/NEWS/160609989> (noting that PG&E was fined \$10.8 M by the CPUC and
\$24.3 by an Administrative Law Judge). PG&E also paid \$1.6 M to the city of Carmel in penalties. See Rachel Swan, *PG&E to*

Footnote continued on next page

1 h. Since 2014, PG&E has been fined \$9.65 million by the CPUC for incidents
2 solely related to its electrical distribution systems.¹⁰

3 i. In 2015, PG&E was once again responsible for causing a massive wildfire,
4 known as the “Butte Fire,” which destroyed hundreds of homes and killed two people. The fire
5 was the result of PG&E’s inadequate and unlawful vegetation management practices and
6 disregard for public safety. After the fire, in 2017, the CPUC fined PG&E a total of \$8.3 million
7 for violating multiple safety laws.¹¹

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

12 k. But it did happen again. In October 2017, a series of fires ravaged
13 communities across Northern California, including in Butte County, causing extensive death and
14 destruction. The North Bay Fires caused the deaths of 44 people, and hospitalized over 185
15 others. In addition, the fires displaced about 100,000 individuals, and are estimated to have
16 burned more than 245,000 acres and damaged or destroyed 14,700 homes, 3,600 vehicles, and
17 728 businesses. The North Bay Fires had different points of origin but shared a common
18 underlying cause: they were sparked by unsafe electrical infrastructure owned, operated and
19 (improperly) maintained by PG&E. Investigation into the fires revealed a pattern of missteps,
20 mismanagement, and misconduct by PG&E, including its failure to properly maintain its
21 electrical infrastructure, its failure to inspect, manage, and/or control vegetation growth around its
22 power lines and/or other electrical equipment, and its failure to adequately construct, manage,
23 monitor, maintain, operate, repair, replace, and/or improve its power lines, poles, transformers,
24 conductors, insulators, reclosers, and/or other electrical equipment in a safe manner, despite

25 *Footnote continued from previous page*

26 *Pay \$1.6 Million To Settle Suit Over Carmel Blast*, San Francisco Chronicle (June 9, 2017),
27 <http://www.sfgate.com/bayarea/article/PG-E-to-pay-1-6-million-to-settle-suit-over-11209644.php>.

28 ¹⁰ “Electric Safety Citations Issued,” Cal. Pub. Utils. Comm’n, *available at* <http://www.cpuc.ca.gov/General.aspx?id=1965>.

¹¹ *PG&E Issued Citations and Fined \$8.3M For Violations Related to Butte Fire*, CBS Sacramento (Apr. 25, 2017 9:28 P.M.),
<http://sacramento.cbslocal.com/2017/04/25/pg-e-issued-citations-and-fined-8-3m-for-violations-related-to-butte-fire/>.

1 knowledge that its infrastructure was aging, unsafe, and vulnerable to weather and environmental
2 conditions. Investigation and litigation is ongoing, but state agencies have repeatedly identified
3 PG&E's equipment as the cause of the fires. so far, Cal Fire investigators have determined that 16
4 of the fires involved PG&E's electrical equipment, including four fires that were alone
5 responsible for half of the North Bay Fire deaths (the Redwood Valley Fire in Mendocino
6 County, the Atlas Fire in Napa County, originating fires contributing to the Nuns Fire in Sonoma
7 County and the Cascade Fire in Yuba County), and the Cherokee Fire in Butte County.
8 Additionally, Cal Fire has concluded in 11 of the fires so far that PG&E violated California state
9 law, and referred those investigations to District Attorneys for possible criminal prosecution of
10 PG&E for these fires.

11 49. Individual and class claims arising from the North Bay Fires have been
12 coordinated by the Judicial Council as JCCP No. 4955 the California North Bay Fire Cases and
13 assigned to Judge Curtis E.A. Karnow as Coordination Trial Judge.

14 50. On November 8, 2018, the Camp Fire became the latest of these fatal, preventable
15 tragedies—and Ernie Foss its victim.

16 **The Camp Fire**

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

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

22 53. Upon information and belief, these fires combined to become the Camp Fire.

23 54. Fueled by the Jarbo Wind in the Feather River Canyon, the Camp Fire raced west
24 toward the community of Paradise, a town of about 27,000 in the Sierra Nevada foothills. The
25 Camp Fire destroyed Paradise, as well as the neighboring communities of Concow, Magalia, and
26 Parkill.

27 55. The Camp Fire burned more than 18,000 structures, including nearly 14,000
28 homes. Tens of thousands of residents have been displaced.

1 56. Not all residents were able to escape. The Fire has resulted in 88 deaths so far,
2 including Ernie Foss, and others are still reported missing.



25 57. The Camp Fire not only claimed Ernie Foss's life, but also completely destroyed
26 his home, along with everything in it.

27 58. By every measure, Camp Fire has been utterly devastating. But it was also,
28 tragically, preventable. As detailed below, the cause of the Camp Fire is an increasingly-familiar

1 refrain: PG&E's aging and improperly maintained electrical infrastructure sparked the Camp Fire
2 due to PG&E's inadequate and unsafe operation and maintenance of its electrical infrastructure
3 and equipment.

4 59. PG&E was aware of these dangers and risks: it knew its infrastructure was aging
5 and inadequately maintained (indeed, "run to failure" is its corporate policy), it knew trees and
6 vegetation were too close to the poles and lines, it was acutely aware of the current and seasonal
7 weather in Northern California that made this vegetation flammable and created a high risk of
8 fire, it knew where and how fires had ignited before in these areas, and it knew its own failures
9 had caused fires and the attendant destruction many times before.

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

11 61. PG&E's corporate policy of putting profits over public safety has resulted in
12 catastrophic loss of life and injury to persons and property, including the tragic and unnecessary
13 death of Ernie Foss.

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

15 62. To supply electricity to general public, PG&E installed, constructed, built,
16 maintained, and operated overhead power lines and/or other electrical equipment, for the purpose
17 of delivering power to homes and businesses in and around the communities where the Camp Fire
18 occurred.

19 63. At dawn on Thursday, November 8, 2018, emergency responders were dispatched
20 to a vegetation fire "under the high tension power lines" across the Feather River and Poe Dam.¹²

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

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26
27 ¹² Tribune News Service, *PG&E Power Lines May Have Sparked Deadly Camp Fire*, San Francisco Examiner, (Nov. 10, 2018
12:11 A.M.) <http://www.sfexaminer.com/pge-power-lines-may-sparked-deadly-camp-fire/>.

28 ¹³ *Id.*

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

66. That afternoon, PG&E filed an Electric Incident Report with the CPUC (Incident No: 181108-9002) which stated that mere minutes before Camp Fire began, PG&E had experienced a problem on the Caribou-Palermo 115,000 volt transmission line, a high-voltage transmission line at the Poe Dam site.¹⁴ It further acknowledged that an aerial patrol later that day showed “damage” to that same transmission tower.¹⁵

67. This damage to the transmission tower, and the devastating fire that resulted, came only one day after PG&E emailed a Pulga resident to inform her that the company was—in the resident’s words—“having problems with sparks”¹⁶ and that a nearby transmission tower would soon be fixed.¹⁷

68. Moreover, the fire ignited only two days after PG&E notified residents that it was considering shutting down power in Butte County because of forecasts of high wind and low humidity.¹⁸ In a November 6, 2018 press release, PG&E pointed to “expected extreme fire danger conditions” as the reason it may “proactively” implement these measures.¹⁹ But PG&E did nothing.

¹⁴ Associated Press, *Pacific Gas & Electric Reports Power Line Problem Near Camp Fire*, ABC10news, (Nov. 9, 2018 7:55 P.M.) <https://www.10news.com/news/pacific-gas-electric-reports-power-line-problem-near-camp-fire>.

¹⁵ *Electric Safety Incident Reported - Pacific Gas & Electric Incident No.: 181108-9002*, CPUC, (Nov. 8, 2018 4:09 P.M.), <https://assets.documentcloud.org/documents/5032723/Electric-Safety-Incident-Reported-Pacific-Gas.pdf>.

¹⁶ Associated Press, *PG&E Emailed Woman About Sparks Problems Before Butte County Camp Fire*, Kron 4(Nov. 12, 2018 7:14 P.M.) <https://www.kron4.com/news/california/pg-e-emailed-woman-about-sparks-problems-before-butte-county-camp-fire/1591965591>.

¹⁷ Matthias Gafni, *Pulga Woman: PG&E Told Her It Needed To Fix Transmission Tower Problem Day Before Camp Fire Started*, Chico Enterprise-Record (Nov. 13, 2018 10:21 A.M.), <https://www.chicoer.com/2018/11/12/state-regulators-investigating-pge-socal-edison-for-roles-in-deadly-camp-woolsey-fires/>.

¹⁸ *PG&E Power Lines May Have Sparked Deadly Camp Fire, According To Radio Transmissions*, The Mercury News, <https://www.mercurynews.com/2018/11/09/pge-power-lines-may-have-sparked-deadly-butte-county-wildfire-according-to-radio-transmissions/> (last visited Nov. 11, 2018).

¹⁹ PG&E Notifying Customers in Parts of Nine Counties About Extreme Weather Forecasts and Potential for Public Safety Power Shutoff” (Nov. 6, 2018), https://www.pge.com/en/about/newsroom/newsdetails/index.page?WT.pgeac=PSPS_CurrentAlertRelease&title=20181106_pge_notifying_customers_in_parts_of_nine_counties_about_extreme_weather_forecasts_and_potential_for_public_safety_power_shutoff (last visited Nov. 11, 2018).

1 69. PG&E has also disclosed a second incident on the morning the Camp Fire
2 started—also involving a failure of its faulty equipment—that likely produced a second origin
3 source for the Camp Fire.

4 70. More than a week after the incident occurred and the Camp Fire began, PG&E
5 filed a second Electric Incident Report, No. 181116-9015 with the CPUC on November 16, 2018,
6 which reported an outage in Concow on November 8, 2018, at 6:45 a.m. on the Big Bend 1101
7 circuit—a mere 15 minutes after the first ignition of the Camp Fire. PG&E reported to the CPUC
8 that Cal Fire “has collected PG&E equipment on that circuit” and “secured a location near PG&E
9 facilities on that circuit.”²⁰

10 71. On December 11, 2018, PG&E sent a letter to the CPUC to supplement incident
11 reports No. EI181181 and E181108B, as required by CPUC regulations and the Public Utilities
12 Code.

13 72. In the letter, PG&E stated that on November 8, 2018, at approximately 6:15
14 a.m.— eighteen minutes before the Camp Fire’s reported start time—the PG&E Caribou-Palermo
15 115kV Transmission Line relayed and deenergized. This means that the circuit sensed a
16 disturbance on the line and switched the line off. Minutes later, a PG&E employee observed fire
17 in the vicinity of Tower :27/222. PG&E subsequently reported the fire to 911.

18 73. Later that afternoon, PG&E reported that an aerial patrol identified that on Tower
19 :27/222, a suspension insulator supporting a transposition jumper had separated from an arm on
20 the tower. The suspension insulator and the transposition jumper remained suspended above the
21 ground.

22 74. PG&E employees also observed a broken C-hook attached to the separated
23 suspension insulator that had connected the suspension insulator to a tower arm, along with wear
24 at the connection point. They also observed a flash mark on Tower :27/222 near where the
25 transposition jumper was suspended, and damage to the transposition jumper and suspension
26

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

1 insulator. Moreover, PG&E learned that an insulator hold down anchor on the tower had become
2 disconnected.

3 75. In the same letter, PG&E also acknowledged a problem with its equipment near
4 the Camp Fire's second point of origin.

5 76. PG&E reported that at approximately 6:45 a.m. on November 8, the PG&E Big
6 Bend 1101 12 kV Circuit experienced an outage.

7 77. The next day, a PG&E employee on patrol arrived at the location of the pole with
8 Line Recloser 1704 on the Big Bend 1101 Circuit, and observed that the pole and other
9 equipment was on the ground.

10 78. On November 12, 2018, a PG&E employee observed wires down and damaged
11 and down poles at the intersection of Concow Road and Rim Road, as well as several snapped
12 trees, including some on top of the downed wires.

13 79. Upon information and belief, PG&E failed to properly insulate its electrical lines
14 at and around the areas of origin.

15 80. Electrical lines without insulation are dangerous—especially in areas with known
16 extreme weather conditions. And when uninsulated lines are held in place by ancient, improperly
17 maintained equipment at the brink of failure, the danger is extreme.

18 81. If and when that equipment fails, an uninsulated power line can easily come into
19 contact with the ground, vegetation, an electrical pole, or other nearby structures, causing a fire to
20 ignite.

21 **IV. PG&E Knew Its Infrastructure Was a Danger to Northern California.**

22 82. Long before the Camp Fire began, PG&E knew that its aging infrastructure and its
23 inadequate maintenance and risk management practices posed a serious threat of wildfires in the
24 region.

25 83. Merely five years ago, a report by Liberty Consulting Group—which had been
26 tasked with conducting an independent review of PG&E's proposed capital and operations and
27
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1 maintenance expenditures—concluded that “several aspects of the PG&E [electrical] distribution
2 system present significant safety issues.”²¹

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

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

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

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

19 PG&E’s records indicated that from August 2010 to September 21, 2015,
20 a total of 3,527 work orders were completed past their scheduled date of
21 corrective action per PG&E’s Electric Notification Prioritization
22 Standards. Late work orders included overhead and underground
23 facilities.²²

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

26 ²¹ “Study of Risk Assessment and PG&E’s GRC, Presented to: The California Public Utilities Commission Group, Safety and
27 Enforcement Division, Presented By: The Liberty Consulting Group (May 6, 2013), available at:
28 <http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M065/K394/65394210.PDF> (last accessed Nov. 11, 2018).

²² *Response to Safety and Enforcement Decision (SED) 2015 Electric Audit Report of PG&E’s Sonoma Division; CPUC ID: EA2015-18*, (Feb. 1, 2016), accessible at: http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Safety/EA2015-018%20Sonoma%20PGE%20Response%20Letter.pdf (Last visited Nov. 11, 2018).

1 88. According to State Senator Jerry Hill, these findings were “shocking” because
2 “[PG&E is] getting the money for these, they are getting the funds to do the work in a timely
3 manner.”²³ In other words, PG&E had taken the money but failed to correct the problems.

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

10 90. For example, according to documents released by the Utility Reform Network,
11 PG&E supposedly planned to replace a segment of the San Bruno pipeline in 2007 that it
12 identified as one of the riskiest pipelines in PG&E’s system. PG&E collected \$5 million from its
13 customers to complete the project by 2009, but instead deferred the project until it was too late
14 and repurposed the money to other priorities. That same year, PG&E spent nearly \$5 million on
15 bonuses for six of its top executives.²⁴

16 91. Moreover, PG&E has implemented multiple programs that provide monetary
17 incentives to its employees, agents, and/or contractors to not protect public safety. Prior to the
18 Butte Fire, PG&E chose to provide a monetary incentive to its contractors to cut fewer trees, even
19 though PG&E was required to have an inspection program in place that removed dangerous trees
20 and reduced the risk of wildfires. Robert Urban, a regional officer for a PG&E contractor, stated
21 that he had a concern that the bonus system incentivized his employees to not do their job, but
22 PG&E chose to keep this program despite knowing this risk.

23 92. Similarly, prior to the San Bruno explosion, PG&E had a program that provided
24 financial incentives to employees to not report or fix gas leaks and keep repair costs down. This
25

26 ²³ *State Audit Shows PG&E Had Repair Job Backlog in Sonoma, Santa Rosa*, NBC Bay Area (Oct. 20, 2017 7:31 P.M.),
27 <https://www.nbcbayarea.com/news/local/State-Audit-Shows-PGE-Had-Repair-Job-Backlog-in-Sonoma-Santa-Rosa-451996923.html> (last visited Nov. 11, 2018)

28 ²⁴ Steve Johnson, et al., *PG&E accused of Delaying Crucial Repair Work*, San Jose Mercury News (Sept. 15, 2010 1:58 P.M.),
<http://www.mercurynews.com/2010/09/15/pgeaccusedofdelayingcrucialrepairwork/>.

1 program resulted in the failure to detect a significant number of gas leaks, many of which were
2 considered serious leaks. According to Richard Kuprewicz, an independent pipeline safety expert,
3 PG&E's incentive system was "training and rewarding people to do the wrong thing,"
4 emblematic of "a seriously broken process," and "explains many of the systemic problems in this
5 operation that contributed to the [San Bruno] tragedy."²⁵

6 **V. PG&E Was Aware of Foreseeable and Expected Weather, Climate, and Fire**
7 **Conditions.**

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

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

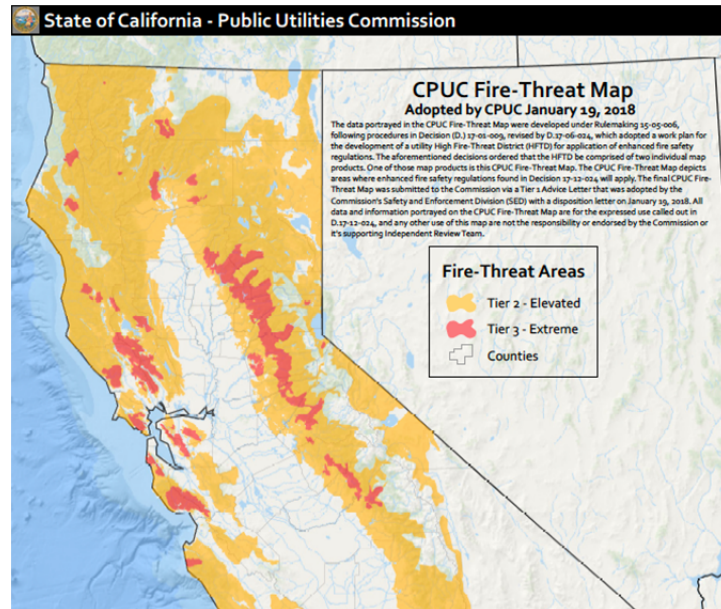
13 94. PG&E knew that if its power lines or other equipment came into contact with, or
14 caused electricity to come into contact with vegetation, it was probable that a fire would result
15 and that, given the dry conditions, such a fire would spread rapidly and likely result in the loss of
16 life, significant damage to real and personal property, and economic losses to members of the
17 general public, including to Decedent Ernie Foss.

18 95. The many catastrophic wildfires that burned throughout the North Bay area last
19 year put PG&E on additional notice that Northern California was a high-risk area.

20 96. Despite these warning signs, PG&E nevertheless failed to take reasonable,
21 preventative measures in the face of known risk.

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28 ²⁵ Jaxon Van Derbeken, *PG&E Incentive System Blamed For Leak Oversights*, San Francisco Chronicle (Dec. 25, 2011 4:00
A.M.) <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>.

1 97. In January 2018, CPUC published a Fire-Threat Map, which “depicts areas of
2 California where there is an elevated hazard for the ignition and rapid spread of power-line fires
3 due to strong winds, abundant dry vegetation, and other environmental conditions.”²⁶



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

18 99. PG&E was put on direct notice of this map in January 2018, and therefore knew of
19 the elevated fire risk for the region well in advance of the Camp Fire.

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

22 100. In the wake of the devastating 2017 North Bay Fires (also caused by PG&E
23 equipment failure, as discussed above), PG&E pledged to use de-energizing strategies to respond
24 to severe weather conditions that pose a foreseeably high wildfire risk.

25

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28 ²⁶ See Decision Adopting Regulations to Enhance Fire Safety in the High Fire-Threat District (Dec. 14, 2017), accessible at:
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M200/K976/200976667.PDF> (last visited Nov. 15, 2018).

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

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

7 103. As the CPUC has explained, “[d]e-energization of electric facilities could save
8 lives, protect property, and prevent fires.”²⁷

9 104. Other utility companies in California, including San Diego Gas & Electric, have
10 used such tactics for years to reduce wildfire risk during severe weather conditions. For reasons
11 unknown, prior to 2018 PG&E had no policy to de-energize lines as a fire prevention measure.²⁸

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

15 106. Six months later, in September, 2018, PG&E published its “Public Safety Power
16 Shutoff Policies and Procedures.”²⁹ Those procedures explained that a Public Safety Power
17 Shutoff would occur “during the most extreme fire danger conditions.” PG&E would determine
18 when to perform a shutoff based on a number of criteria, including:

- 19 a. “Extreme” fire danger threat level, as classified by the National Fire
20 Danger Rating System
- 21 b. A Red Flag Warning declared by the National Weather Service
- 22 c. Low humidity levels, generally 20 percent and below
- 23 d. Sustained winds above approx. 25 mph and wind gusts in excess of approx.
24 45 mph
- 25 e. Site-specific conditions such as temperature, terrain and local climate

26 ²⁷ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M217/K801/217801749.PDF>

27 ²⁸ *Id.*

28 ²⁹ https://www.pge.com/pge_global/common/pdfs/safety/emergency-preparedness/natural-disaster/wildfires/Public-Safety-Power-Shutoff-Policies-and-Procedures-September-2018.pdf

- f. Critically dry vegetation that could serve as fuel for a wildfire; and
- g. On-the-ground, real-time observations from PG&E field crews.

107. Shortly thereafter, PG&E began to implement its new safety program. For example, on October 14, 2018, PG&E “proactively turned off the power in extreme fire-risk areas of Lake, Napa, and Sonoma Counties impacting approximately 17,500 customers” as well as “extreme fire-risk areas of the Sierra Foothills in Amador, El Dorado and Calaveras counties, impacting approximately 42,000 customers.”³⁰

108. In the days before the Camp Fire began, the National Weather Service issued a Red Flag Warning for Butte County, including the communities of Berry Creek, Chico, Forest Ranch, Magalia, Oroville, and Paradise.³¹

109. A Red Flag Warning alerts residents, emergency responders, and utility providers like PG&E of the onset, or potential onset, of critical weather and dry conditions that could lead to rapid or dramatic increases in wildfire activity. As Cal Fire explains it, a Red Flag Warning is “the highest alert.” During a Red Flag Warning, “extreme caution” is necessary “because a simple spark can cause a major wildfire.”³²

110. Weather data shows that conditions on the morning of November 8, 2018 near the origin points of the fire met other of PG&E’s shutdown criteria. For example, wind gusts were reaching speeds of more than 50 miles per hour and the mean humidity was hovering around 20 percent in the hours before the fire.³³

111. In response to these conditions, PG&E began issuing announcements two days before the Camp Fire started that it may shut off power to parts of Butte County, including the cities of Paradise and Magalia, due to “expected extreme fire danger conditions”.³⁴ Multiple such alerts were issued over the next two days, but PG&E never de-energized.

³⁰ *Public Safety Power Shutoff Event*, https://www.pge.com/en_US/safety/emergency-preparedness/natural-disaster/wildfires/public-safety-event.page

³¹ *PG&E Could Cut Power to 63,000 Amid Red Flag Warning*, <https://sacramento.cbslocal.com/2018/11/08/red-flag-warning-pge/>

³² *Red Flag Warnings & Fire Weather Watches*, <https://sacramento.cbslocal.com/2018/11/08/red-flag-warning-pge/>.

³³ <https://raws.dri.edu/cgi-bin/rawMAIN.pl?caCJAR>

³⁴ PG&E Notifying Customers in Parts of Nine Counties About Extreme Weather Forecasts and Potential for Public Safety Power Shutoff, (Nov. 6, 2018), accessible at:

112. Instead, on November 8, 2018, at 3:14 p.m., while Butte County was engulfed in the Camp Fire's flames, PG&E sent a tweet on its official account, @PGE4ME, announcing that it had "determined that it will not proceed with plans today for a Public Safety Power Shutoff in portions of 8 Northern CA counties, as weather conditions did not warrant this safety measure."³⁵

113. Had PG&E de-energized its equipment near the origin points of the Camp Fire, Ernie Foss would still be alive today.



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

VI. PG&E Puts Profits Above Safety.

114. PG&E's failure to use due care in maintaining its power lines and its disregard for the requirements of vegetation management caused this foreseeable, preventable tragedy.

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

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

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

Footnote continued from previous page

https://www.pge.com/en/about/newsroom/newsdetails/index.page?WT.pgeac=PSPS_CurrentAlertRelease&title=20181106_pge_notifying_customers_in_parts_of_nine_counties_about_extreme_weather_forecasts_and_potential_for_public_safety_power_shutoff (last visited Nov. 11, 2018).

³⁵ <https://twitter.com/PGE4Me/status/1060672000929267713>

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

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

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

17 Given PG&E's excessive profits over the period of the Overland Audit,
18 there is no reason to believe that Overland's example regarding GT&S
19 operations between 2008 and 2010 was unique. The [Integrated Resource
20 Planning] Report supplements the Overland Audit findings with
21 **additional examples of PG&E management's commitment to profits**
22 **over safety**. Thus, it is evident that while the example of GT&S
23 underfunding between 2008 and 2010 might be extreme, it was not an
24 isolated incident; rather, it represents the culmination of PG&E
25 management's **long-standing policy to squeeze every nickel it could**
26 from PG&E gas operations and maintenance, regardless of the long term
27 "run to failure" impacts. And PG&E has offered no evidence to the
28 contrary.³⁶

120. In 2016, California Governor Jerry Brown signed Senate Bill 1028 into law. The
bill required utility companies, including PG&E, to prepare annual wildfire mitigation plans to
reduce fire threats and to identify in the report the specific individuals who would be responsible
for implementing the plan.

121. PG&E has yet to file such a plan.

³⁶ Opening Brief of the Division of Ratepayer Advocates, Cal. Pub. Utils. Comm'n (Mar. 11, 2013),
ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf (emphasis added).

FIRST CLAIM FOR RELIEF
Negligence
(Against All Defendants and Does 1-20)

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

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

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

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

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

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

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

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

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

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

- 1 f. Failing to inspect vegetation within proximity to energized transmission
2 and distribution lines and maintain at a safe distance to avoid igniting and/or spreading fires;
- 3 g. Failing to de-energize power lines during foreseeable and expected fire-
4 prone conditions;
- 5 h. Failing to de-energize power lines after the fire's ignition;
- 6 i. Failing to properly investigate, vet, hire, train, and supervise employees
7 and agents responsible for maintenance and inspection of the distribution lines and proximate
8 vegetation;
- 9 j. Failing to implement and follow regulations and reasonably prudent
10 practices to avoid igniting and/or spreading fire; and
- 11 k. Failing to properly investigate, monitor, and maintain vegetation sufficient
12 to mitigate the risk of fire.

13 127. Camp Fire was a direct, legal, and proximate result of Defendants' negligence. As
14 a direct, proximate, and legal result of Defendants' negligence, Plaintiffs, individually and on
15 behalf of Decedent Ernie Foss suffered damages as alleged herein.

16 128. At all times mentioned herein, Defendants failed to properly inspect and maintain
17 electrical infrastructure and equipment which they knew, given the then existing and known
18 weather, climate, and fire-risk conditions, posed a risk of harm to Plaintiffs, individually and on
19 behalf of Decedent, and to Decedent's real and/or personal property. Defendants were aware that
20 if the subject electrical infrastructure sparked, arced, or came in contact with vegetation that a fire
21 would likely result. Defendants also knew that, given the existing and known weather, climate,
22 and fire-risk conditions, said fire was likely to pose a risk of property damage, economic loss,
23 personal injury, and/or death to the general public, including to Plaintiffs, individually and on
24 behalf of Decedent.

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

27 130. The property damage and economic losses caused by Camp Fire is the result of the
28 ongoing custom and practice of Defendants of consciously disregarding the safety of the public

1 and not following statues, regulations, standards, and rules regarding their business operations.
2 Despite having caused death and injury to numerous people and extensive property damage and
3 economic loss, Defendants have continued to act in conscious disregard for the safety of others,
4 and have ratified the unsafe conduct of their employees. Upon information and belief, no
5 employee has been disciplined or discharged as a result of failing and/or refusing to comply with
6 the regulations and/or as a result of the deaths of members of the public.

7 131. Defendants, in order to cut costs, failed to properly inspect and maintain the
8 subject electrical infrastructure with full knowledge that any incident was likely to result in a fire
9 that would burn and/or kill people, damage or destroy property, and/or cause harm to the general
10 public, including Plaintiffs, individually and on behalf of Decedent.

11 132. Defendants' actions did in fact result in damages to Plaintiffs, individually and on
12 behalf of Decedent. Defendants failed to make the proper inspections, failed to properly maintain
13 the lines, failed to properly trim vegetation, failed to properly and timely remove vegetation,
14 failed to preventively de-energize, and failed to safely operate their electrical infrastructure, in
15 order to save money.

16 133. Defendants' negligence was a substantial factor in causing Plaintiffs' and
17 Decedent's injuries.

18 134. Defendants' failure to comply with their duties of care proximately caused damage
19 to Plaintiffs and Decedent.

20 135. As a further direct and proximate result of Defendants' negligence, Plaintiffs,
21 individually and on behalf of Decedent, suffered damages including, but not limited to property
22 damage, loss of cherished possessions, economic loss, emotional distress, annoyance,
23 disturbance, inconvenience, mental anguish, and pain and suffering culminating in death.

24 136. Defendants were in a special relationship to Decedent. As a supplier of electrical
25 power to Decedent, Defendants' operation of their electrical equipment was intended to and did
26 directly affect Decedent.

1 137. Defendants operated their electrical infrastructure in close geographic proximity to
2 Decedent, and with knowledge of the homes and businesses in close proximity to those wires. As
3 a result, Defendants' operation of their wires was plainly intended to affect Decedent.

4 138. Due to the geographic proximity between the electrical infrastructure and
5 Decedent, and the fact that the Defendants supply energy to Decedent, the harm to him from
6 massive wildfires was clearly foreseeable. Specifically, it was foreseeable that massive wildfires
7 would destroy the personal and real property of Decedent Ernie Foss, as well as put him in harm's
8 way of serious injury or death.

9 139. Plaintiffs, individually and on behalf of Decedent suffered injuries which were
10 clearly and certainly caused by the Fires.

11 140. There is moral blame attached to Defendants as a result of the terrible injuries their
12 misconduct caused.

13 141. Public policy supports finding a duty of care in this circumstance due to
14 Defendants' violation of California Civil Code §§ 3479, 3480, Public Utilities Code § 2106, and
15 California Health & Safety Code § 13007.

16 142. Further, the conduct alleged against Defendants was despicable and subjected
17 Plaintiffs, individually and on behalf of Decedent to cruel and unjust hardship in conscious
18 disregard of their rights, constituting oppression, for which Defendants must be punished by
19 punitive and exemplary damages in an amount according to proof. Defendants' conduct evinces a
20 conscious disregard for the safety of others, including Decedent Ernie Foss. Defendants' conduct
21 was and is despicable conduct and constitutes malice as defined by Civil Code § 3294. An officer,
22 director, or managing agent of PG&E personally committed, authorized, and/or ratified the
23 despicable and wrongful conduct alleged in this complaint that resulted in the death of Ernie Foss
24 and scores of other victims. Plaintiffs, individually and on behalf of decedent Ernie Foss, are
25 entitled to an award of punitive damages sufficient to punish and make an example of these
26 Defendants.

SECOND CLAIM FOR RELIEF
Inverse Condemnation
(Against All Defendants and Does 1-20)

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

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

145. On or about November 8, 2018, Decedent was the owner of property located within Northern California.

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

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

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

149. The taking of and/or damage to Decedent's property was proximately and substantially caused by Defendants' deliberate actions in that Defendants' deliberate installation, ownership, operation, use, control, and/or maintenance for a public use of power lines and equipment caused Camp Fire.

150. The taking of and/or damage to Decedent's property arose out of the functioning of PG&E's power lines and/or electrical distribution infrastructure as deliberately designed, constructed, altered, and maintained.

151. Plaintiffs, individually and on behalf of Decedent, have not received adequate compensation for the taking of and/or damage to and/or destruction of Decedent's property, thus constituting a taking or damaging of Decedent's property by Defendants without just compensation.

1 152. As a direct and legal result of the above-described takings of and/or damages to
2 Decedent's property, including loss of use and interference with access, enjoyment and
3 marketability of real property, and/or taking/damage/destruction of personal property, Plaintiffs,
4 individually and on behalf of Decedent, has been damaged in amounts according to proof at trial.

5 153. Plaintiffs, individually and on behalf of decedent, has incurred and will continue to
6 incur attorneys', appraisal, and engineering fees and costs because of Defendants' conduct, in
7 amounts that cannot yet be ascertained, but which are recoverable in this action under Code of
8 Civil Procedure § 1036.

9 154. The damage to Decedent's property is disproportionate to the risks from the public
10 improvements made to benefit the community as a whole. Justice, fairness, and the California
11 Constitution require that Plaintiffs, individually and on behalf of decedent be compensated for
12 their injuries by PG&E rather than allowing those injuries to remain disproportionately
13 concentrated on them.

14 155. PG&E is guaranteed the ability to raise its rates to cover costs associated with
15 inverse condemnation liability if the CPUC determines PG&E acted as a reasonable and prudent
16 manager under the circumstances.

17 **THIRD CLAIM FOR RELIEF**
18 **Trespass**
19 **(Against All Defendants and Does 1-20)**

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

21 157. During the relevant time, Decedent Ernie Foss was the owners and/or lawful
22 occupiers of real property damaged by Camp Fire.

23 158. Defendants had a duty to use reasonable care not to enter, intrude on, or invade
24 Decedent's real properties. Defendants negligently allowed Camp Fire to ignite and/or spread out
25 of control, causing injury to Decedent. The spread of a negligently caused fire to wrongfully
26 occupy the land of another constitutes a trespass.

27 159. Decedent did not grant permission for Defendants to cause Camp Fire to enter his
28 property.

1 160. As a direct, proximate, and substantial cause of the trespass, Plaintiffs, individually
2 and on behalf of Decedent, have suffered and will continue to suffer damages, including but not
3 limited to damage to property, discomfort, annoyance, and emotional distress in an amount to be
4 proved at the time of trial.

5 161. As a further direct and proximate result of the conduct of Defendants, Plaintiffs
6 have hired and retained counsel to recover compensation for loss and damage and is entitled to
7 recover all attorney's fees, expert fees, consultant fees, and litigation costs and expenses, as
8 allowed under California Code of Civil Procedure § 1021.9.

9 162. As a further direct and proximate result of the conduct of Defendants, Plaintiffs,
10 individually and on behalf of Decedent, seek treble or double damages for wrongful injuries to
11 timber, trees, or underwood on Decedent's property, as allowed under California Civil Code §
12 3346.

13 163. As a further direct and proximate result of the conduct of Defendants, Plaintiffs,
14 individually and on behalf of decedent, seek the reasonable cost of repair or restoration of the
15 property to its original condition and/or loss-of-use damages, as allowed under California Civil
16 Code § 3334.

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

22 **FOURTH CLAIM FOR RELIEF**
23 **Private Nuisance**
24 **(Against All Defendants and Does 1-20)**

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

26 166. Decedent owned and/or occupied property at or near the site of Camp Fire. At all
27 relevant times herein, Decedent had a right to occupy, enjoy, and/or use their property without
28 interference by Defendants.

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

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

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

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

FIFTH CLAIM FOR RELIEF
Public Nuisance
(Against All Defendants and Does 1-20)

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

172. Defendants owed a non-transferable, non-delegable duty to the public, including Decedent, to conduct their business, in particular the maintenance and/or operation of power lines, power poles, and/or electrical equipment on power poles, and adjacent vegetation in proximity to their electrical infrastructure in Northern California, in a manner that did not threaten harm or injury to the public welfare.

173. Defendants, by acting and/or failing to act, as alleged hereinabove, created a condition that was harmful to the health of the public, including Decedent, and created a fire

1 hazard and other potentially dangerous conditions to Decedent's property, which interfered with
2 the comfortable occupancy, use, and/or enjoyment of Decedent's property. This interference is
3 both substantial and unreasonable.

4 174. Decedent did not consent, expressly or impliedly, to the wrongful conduct of
5 Defendants.

6 175. The hazardous condition which was created by and/or permitted to exist by
7 Defendants affected a substantial number of people at the same time within the general public,
8 including Decedent, and constituted a public nuisance under Civil Code §§ 3479 and 3480 and
9 Public Resources Code § 4171. Further, the ensuing Camp Fire constituted a public nuisance
10 under Public Resources Code § 4170.

11 176. The damaging effects of Defendants' creation of a fire hazard and the ensuing
12 Camp Fire is ongoing and affects the public at large. As a result of the Camp Fire location,
13 temperature, and/or duration, extensive areas of hydrophobic soils developed within the burned
14 areas. This further caused significant post-fire runoff hazards to occur, including hillside erosion,
15 debris flow hazards, sediment-laden flow hazards, and hillside erosion. As a result, large
16 quantities of ash and sediment will be deposited in perennial and ephemeral watercourses.

17 177. As a direct and legal result of the conduct of Defendants, Decedent suffered harm
18 that is different from the type of harm suffered by the general public. Specifically, Decedent lost
19 the occupancy, possession, use, and/or enjoyment of his land, real, and personal property,
20 including, but not limited to: a diminution in the fair market value of his property; an impairment
21 of the ability to sell his property; soils that have become hydrophobic; exposure to an array of
22 toxic substances on their land; the presence of "special waste" on their property that requires
23 special management and disposal; and a lingering smell of smoke, and/or soot, ash, and/or dust in
24 the air.

25 178. As a further direct and legal result of the conduct of Defendants, Plaintiffs,
26 individually and on behalf of Decedent, have suffered and will continue to suffer, discomfort,
27 anxiety, fear, worries, annoyance, and/or stress attendant to the interference with Plaintiffs'
28 occupancy, possession, use and/or enjoyment of their property.

1 179. A reasonable, ordinary person would be annoyed or disturbed by the condition
2 created by Defendants, and the resulting Camp Fire.

3 180. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
4 including Plaintiffs, individually and on behalf of Decedent, outweighs the social utility of
5 Defendants' conduct. There is little or no social utility associated with causing wildfires to
6 destroy one of the most beautiful and beloved regions of Northern California.

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

10 182. The unreasonable conduct of Defendants is a direct and legal cause of the harm,
11 injury, and/or damage to the public, including Plaintiffs, individually and on behalf of Decedent.

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

18 184. Defendants' conduct set forth above constitutes a public nuisance within the
19 meaning of Civil Code §§ 3479 and 3480, Public Resources Code §§ 4104 and 4170, and Code of
20 Civil Procedure § 731. Under Civil Code § 3493, Plaintiffs have standing to maintain an action
21 for public nuisance because the nuisance is especially injurious to Plaintiffs, individually and on
22 behalf of Decedent, because, as described above, it is injurious and/or offensive to the senses of
23 Plaintiffs, unreasonably interferes with the comfortable enjoyment of their property, and/or
24 unlawfully obstructs the free use, in the customary manner, of their properties.

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

SIXTH CLAIM FOR RELIEF
Premises Liability
(Against All Defendants and Does 1-20)

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

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

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

189. As a direct and legal result of the wrongful acts and/or omissions of Defendants, Plaintiffs, individually and on behalf of Decedent, have suffered and continue to suffer, the injuries and damages as set forth above.

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

SEVENTH CLAIM FOR RELIEF
Violation of Public Utilities Code § 2106
(Against All Defendants and Does 1-20)

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

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

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

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

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

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

7 197. Through their conduct alleged herein, Defendants violated Public Utilities Code §§
8 702, 451 and/or CPUC General Order 95, thereby making them liable for losses, damages, and
9 injuries sustained by Plaintiffs, individually and on behalf of Decedent, pursuant to Public
10 Utilities Code § 2106.

11 **EIGHTH CLAIM FOR RELIEF**
12 **Violation of Health & Safety Code § 13007**
 (Against All Defendants and Does 1-20)

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

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

17 200. As a legal result of Defendants' violation of California Health & Safety Code §
18 13007, Plaintiffs, individually and on behalf of Decedent, suffered recoverable damages to
19 property under California Health & Safety Code §§ 13008 and 13009.1.

20 201. As a further legal result of the violation of California Health & Safety Code
21 § 13007 by Defendants, Plaintiffs, individually and on behalf of Decedent, are entitled to
22 reasonable attorney's fees under California Code of Civil Procedure § 1021.9 for the prosecution
23 of this cause of action.

24 202. Further, the conduct alleged against Defendants in this complaint was despicable
25 and subjected Plaintiffs, individually and on behalf of Decedent, to cruel and unjust hardship in
26 conscious disregard of their rights, constituting oppression, for which Defendants must be
27 punished by punitive and exemplary damages in an amount to be determined at trial. Defendants'
28 conduct was carried on with a willful and conscious disregard of the rights and safety of

Decedent, constituting malice, for which Defendants must be punished by punitive and exemplary damages to be determined at trial. An officer, director, or managing agent of PG&E personally committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this complaint.

**NINTH CLAIM FOR RELIEF
Wrongful Death And Survival Action)
(Against All Defendants and Does 1-20)**

203. Plaintiffs incorporate by reference and re-alleges all paragraphs previously alleged herein.

204. As a result of Defendants' actions and negligence, Ernest Francis Foss, before his death, suffered extreme pain and suffering, general damage, and emotional distress. Mr. Foss did not die immediately and suffered significantly in the time leading up to his death.

205. Plaintiffs Angela Loo and Brendan Foss are the children of Ernest Francis Foss, deceased.

206. As a result of the negligence and carelessness of the Defendants, and each of them, Plaintiffs have been deprived of the comfort, society, care, services, love, affection and support of the decedent and sustained general damages plus special damages for last illness, travel, funeral and cremation expenses in amounts to be shown at trial.

207. The damages claimed for survivorship and wrongful death are as follows:

- a. Plaintiffs Angela Loo and Brendan Foss, on behalf of the Estate of Ernest Francis Foss, deceased, sues as a personal representative and/or successor in interest under C.C.P. 377.30, and claims all damages permitted by § 377.34, including punitive damages, to be proven at time of trial; and
- b. Plaintiffs Angela Loo and Brendan Foss, individually and on behalf of the Estate of Ernest Francis Foss, deceased, individually and on behalf of the qualifying heirs and wrongful death claimants pursuant to C.C.P. § 377.60, claim loss of comfort, society, care, services, love, affection and support; loss of financial support; loss of services; recovery for grief, mental anguish, emotional pain, suffering and distress; funeral and burial

1 expenses; loss of lifetime earnings of Ernest Francis Foss, deceased; and all
2 other damages permitted by § 377.61.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 5 1. For general damages in an amount to be proven at trial;
- 6 2. For loss of earnings and earning capacity, according to proof;
- 7 3. For funeral and cremation expenses and other wrongful death and
8 survivorship damages as allowed by law;
- 9 4. For consequential damages in an amount to be determined at trial;
- 10 5. Costs of repair, depreciation, and/or replacement of damaged, destroyed,
11 and/or lost personal and/or real property;
- 12 6. Loss of use, benefit, goodwill, and enjoyment of Decedent's real and
13 personal property;
- 14 7. Attorney's fees, expert fees, consultant fees, and litigation costs and
15 expense, as allowed under California Code of Civil Procedure § 1021.9;
- 16 8. Treble or double damages for wrongful injuries to timber, trees, or
17 underwood on Decedent's property, as allowed under California Civil
18 Code § 3346;
- 19 9. Punitive/exemplary damages;
- 20 10. All costs of suit;
- 21 11. An award of pre-judgment and post judgment interest as provided by law;
- 22 12. General damages for fear, worry, annoyance, disturbance, inconvenience,
23 mental anguish, emotional distress, and loss of quiet enjoyment of
24 property; and
- 25 13. For such other and further relief as the Court shall deem proper, all
26 according to proof.

27 **JURY TRIAL**

28 Plaintiff demands a trial by jury for all issues so triable.

1
2 Dated: December 13, 2018

Respectfully submitted,

3
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