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12 Attorneys for Plaintiffs

13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF SAN FRANCISCO**

15 EDGAR GRUBB; REBECCA BERNAL;
16 DEBORAH BURSLEY; THOMAS OREN
17 CAMPBELL; DAVID ERCOLINE; DAVID
HARRY SCOTT, JR.; KRIS DAVIS; SUZANNE
18 DAVIS; CRAIG WESLEY ELLIOTT,
individually and as trustee of THE ELLIOTT
19 FAMILY TRUST; ADAM ELLIOTT; LISA
ELLIOTT; WESLEY ELLIOTT; LISA EWING;
20 PATRICIA A. GRUBB; CYNTHIA HANSEN;
21 RANDY LEON; MIGUEL NUNEZ; LAVENA
SETNOR; PAUL SHARROW; KELLY
22 SHREEVE; PATRICIA SHREEVE; TIANA
ROBERTSON;

23 Plaintiffs,

24 v.

25 PG&E CORPORATION, a California
26 Corporation; PACIFIC GAS AND ELECTRIC
COMPANY, a California Corporation; DOES 1-
27 200, inclusive,

28 Defendants.

ENDORSED
FILED
Superior Court of California
County of San Francisco

MAR 24 2021

CLERK OF THE COURT
BY: BOWMAN LIU
Deputy Clerk

No.

CGC -21-590381

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

INTRODUCTION

1. This Complaint arises from a fire caused by PG&E's powerlines in Shasta County on September 27, 2020, a wildfire now called the "Zogg Fire."



Flames of Zogg Fire – Photo by Ethan Swope of Associated Press via Los Angeles Times

2. The Zogg Fire started when electrical equipment owned, operated and/or maintained by PG&E utility infrastructure contacted, or caused sparks to contact, surrounding vegetation. This occurred because: (1) PG&E's utility infrastructure was intended, designed, and constructed to pass electricity through exposed powerlines in vegetated areas; (2) PG&E negligently, recklessly, and willfully failed to properly, safely, and prudently inspect, repair, maintain and operate the electrical equipment in its utility infrastructure; and/or (3) PG&E negligently, recklessly, and willfully failed to maintain an appropriate clearance area between the electrical equipment in its utility infrastructure and surrounding vegetation.

3. The California Department of Forestry and Fire Protection (Cal Fire), which is the primary investigating agency in this case, has concluded that the Zogg Fire was caused by a pine tree

1 contacting electrical transmission lines owned and operated by Pacific Gas and Electric (PG&E)
2 located north of the community of Igo.

3 4. The Zogg Fire burned more than 56,000 acres, destroyed over 200 structures, resulted in
4 multiple injuries and fatalities, and catastrophically impacted the local community.

5 5. Plaintiffs are homeowners, renters, business owners, and other individuals and entities
6 whose property and lives were, literally and figuratively, destroyed by the Zogg Fire.



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20 **Example of Destruction Caused by Zogg Fire – Photo by Ethan Swope of Associated Press via Mercury News**

21 6. Plaintiffs now sue PG&E CORPORATION, PACIFIC GAS AND ELECTRIC
22 COMPANY (jointly, “PG&E”), and DOES 1-200 for just compensation, damages, and all other
23 available remedies arising from the takings and harms caused by the Zogg Fire.

24 **JURISDICTION AND VENUE**

25 7. The San Francisco County Superior Court, as a court of general jurisdiction, has subject-
26 matter jurisdiction over this unlimited civil case, as well as personal jurisdiction over each of
27 Defendants. Venue is proper in San Francisco County as Defendant PG&E’s principal place of business
28 is located in San Francisco County.

PARTIES

A. PLAINTIFFS

8. Plaintiffs are individuals and other legal entities who were, at all times relevant to this pleading, homeowners, renters, business owners, residents, occupants, and/or had property located in Shasta and Tehama Counties.

9. Plaintiffs have elected to join their individual lawsuits in a single action under rules of permissive joinder. Plaintiffs do not seek class certification or relief on any class-wide, collective, or other group basis, but instead seek the damages and other remedies identified herein on an individual basis according to proof at trial or through alternative dispute resolution efforts.

B. DEFENDANTS

10. Defendant PG&E CORPORATION was, at all times relevant to this pleading, a California corporation authorized to do, and doing business, in California, with its headquarters in San Francisco, California. At all times relevant to this pleading, PG&E CORPORATION acted to provide a utility, including electrical services, to members of the public in California, including those in Shasta County. PG&E CORPORATION did so through its agents and subsidiaries, including PACIFIC GAS AND ELECTRIC COMPANY.

11. Defendant PACIFIC GAS AND ELECTRIC COMPANY was, at all times relevant to this pleading, a California corporation authorized to do, and doing business, in California, with its headquarters in San Francisco, California. At all times relevant to this pleading, PACIFIC GAS AND ELECTRIC COMPANY acted to provide a utility, including electrical services, to members of the public in California, including those in Shasta County. PACIFIC GAS AND ELECTRIC COMPANY is a subsidiary or other entity wholly controlled by PG&E CORPORATION. PACIFIC GAS AND ELECTRIC COMPANY is one of the largest combination natural gas and electric utilities in the United States.

12. PG&E CORPORATION and PACIFIC GAS AND ELECTRIC COMPANY are jointly and severally liable for each other's wrongful acts and/or omissions as alleged herein. These companies do not compete against one another but instead operate as a single enterprise, integrating their resources to achieve a common business purpose. These companies are so organized and

1 controlled that one is a mere instrumentality, agent, and/or conduit of the other. Officers, managers,
2 and directors are intertwined and not fully independent of one another. These companies share legal
3 counsel, share unified policies and procedures, file consolidated financial statements and regulatory
4 documents. Thus, as used herein, “PG&E” refers collectively to defendants PG&E CORPORATION
5 and PACIFIC GAS AND ELECTRIC COMPANY.

6 13. PG&E is in the business of providing electricity to the residents of, among other places,
7 Shasta County through a utility infrastructure, including a network of electrical transmission and
8 distribution lines. PG&E is a “public utility” under Public Utilities Code §§ 216(a)(1) and 218(a).

9 14. The true names and capacities of defendants DOES 1 through 200 are currently
10 unknown to Plaintiffs who, therefore, sue these defendants under these fictitious names pursuant to
11 Code of Civil Procedure §474. These defendants are each directly and/or vicariously responsible, in
12 some manner, for the harms alleged herein. If/when Plaintiffs learn these defendants’ true names and
13 capacities, Plaintiffs will seek leave to amend this pleading accordingly.

14 15. “Defendants” refers collectively to PG&E and DOES 1 through 200.

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

25 **FACTS**

26 **A. ZOGG FIRE**

27 17. The Zogg Fire ignited around 4:03 p.m. on September 27, 2020, near Zogg Mine Road
28 and Jenny Bird Lane, north of Igo and west of Redding in Shasta County.

1 18. Cal Fire has determined that the Zogg Fire was caused by a pine tree contacting
2 electrical transmission lines owned and operated by Pacific Gas and Electric (PG&E) located north of
3 the community of Igo.

4 19. PG&E has previously stated that the pine tree that caused the fire may have been
5 identified for removal — but not actually removed — during restoration efforts following the Carr Fire
6 in 2018.

7 20. Cal Fire has forwarded its Zogg Fire report to the Shasta County District Attorney's
8 Office.

9 21. PG&E had previously reported to the California Public Utilities Commission that its
10 equipment was involved in the ignition of the Zogg Fire.

The Following information regarding this incident has been reported:

Reporting Date: 10/9/2020 1:28:00 PM

Incident Date: 9/27/2020 @ 2:45 p.m.

Reported By: [Redacted]

Utility Name: PG&E

Phone Number: [Redacted]

Email Address: [Redacted]

Incident Location: Zogg Mine Road and Jenny Bird Lane Igo, Shasta

Reasons For Reporting:

- Fatalities? Yes (Utility: , Others:)

- Names of Fatalities:

- Injuries? (Utility: , Others:)

- Names of Injured:

- Damage? Yes (Utility: , Others:)

- Interruption? (Total Customers: , Total Hours:)

- Operator Judgement? No

- Media Coverage? No

20 22. More specifically, PG&E customers in the area where the Zogg Fire broke out are
21 served by a distribution line known as the Girvan 1101 12 kV circuit. PG&E reported that on
22 September 27, 2020, between 2:40 p.m. and 3:06 p.m., “a PG&E SmartMeter and line recloser serving
23 that area reported alarms.” PG&E Reported that, “between approximately 2:43 p.m. and 2:46 p.m.,”
24 wildfire cameras captured “smoke, heat or signs of fire.” Cal Fire has taken custody of PG&E's
25 equipment involved in ignition of the Zogg Fire.

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1 **Summary:** On September 27, 2020, a wildfire began in the area of Zogg Mine Road and Jenny Bird Lane,
2 north of Igo in Shasta County, California (the Zogg Fire). The California Department of Forestry and Fire
3 Protection (CAL FIRE) website, dated as of October 9, 2020, 6:20 a.m. Pacific Time (the CAL FIRE
4 website), indicates that the Zogg Fire had consumed 56,338 acres and was 95% contained. The CAL FIRE
5 website reported four fatalities and one injury. The CAL FIRE website also indicated that 27 structures
6 were damaged and 204 structures were destroyed. Wildfire camera and satellite data on September 27,
7 2020 show smoke, heat or signs of fire in that area between approximately 2:43 p.m. and 2:46 p.m.
8 Customers in the area of Zogg Mine Road and Jenny Bird Lane are served by a PG&E distribution line the
9 Girvan 1101 12 kV circuit. According to PG&E's records, on September 27, 2020, a PG&E SmartMeter
10 and a line recloser serving that area reported alarms and other activity between approximately 2:40
11 p.m. and 3:06 p.m., when the line recloser de-energized that portion of the circuit.

12 23. Plaintiffs are informed and believe that the Zogg Fire occurred because: (1) PG&E's
13 utility infrastructure was intended, designed, and constructed to pass electricity through exposed
14 powerlines in vegetated areas; (2) PG&E negligently, recklessly, and willfully failed to prudently and
15 safely inspect, maintain and operate the electrical equipment in its utility infrastructure; and/or
16 (3) PG&E negligently, recklessly, and willfully failed to maintain the appropriate clearance area
17 between the electrical equipment in its utility infrastructure and surrounding vegetation.

18 24. The conditions and circumstances surrounding the ignition of the Zogg Fire, including
19 the nature and condition of PG&E's electrical infrastructure, low humidity, strong winds, and tinder-
20 like dry vegetation were foreseeable by any reasonably prudent person and, therefore, were certainly
21 foreseeable to Defendants—those with special knowledge and expertise as electrical services providers
22 and their employees and agents.

23 25. The Zogg Fire caused Plaintiffs to suffer substantial harms, including: damage to and/or
24 destruction of real property; damage to and/or loss of personal property, including cherished
25 possessions; out-of-pocket expenses directly and proximately incurred as a result of the fire; alternative
26 living expenses; evacuation expenses; personal injuries; wrongful death; medical bills; lost wages; loss
27 of earning capacity; loss of business income and/or goodwill; and various types of emotional distress,
28 annoyance, inconvenience, disturbance, mental anguish, and loss of quiet enjoyment of property. The
harms caused by the Defendants are extensive and ongoing.

29 **B. PG&E'S HISTORICAL RECORD**

30 26. At the time the Zogg Fire ignited in September 2020, Defendants were actually aware

1 that the nature and condition of its electrical equipment, along with geographic, weather, ecological,
2 and other conditions, gave rise to a high risk that PG&E's electrical equipment would ignite a wildfire
3 like the Zogg Fire.

4 27. Defendants' awareness of this risk arose, in large part, from a long history of PG&E's
5 electrical equipment causing devastating and deadly wildfires. There are numerous examples of
6 PG&E's electrical equipment igniting wildfires over the years under conditions and circumstances
7 similar to those of the Zogg Fire. These include, but are not limited to, the 2015 Butte Fire, the 2017
8 North Bay Fires, the 2018 Camp Fire, and the 2019 Kincade Fire, all of which were caused by PG&E's
9 electrical equipment. The Camp Fire is the state's deadliest wildfire to date, and one of the North Bay
10 Fires (namely, the Tubbs Fire) is currently the state's fourth deadliest wildfire. PG&E is, moreover,
11 currently on federal criminal probation following its conviction by a jury of six felonies arising from
12 the fatal San Bruno gas explosion. The U.S. district judge overseeing PG&E's probation has ordered
13 PG&E to account for the Zogg Fire.

14 28. These previous wildfires put Defendants on actual notice that PG&E's ineffective
15 vegetation management programs, unsafe equipment, and aging electrical infrastructure created a
16 predictable risk that PG&E's electrical equipment would ignite a wildfire in Shasta and Tehama
17 Counties.

18 29. These wildfires are not the result of an "act of God" or other *force majeure*. These
19 wildfires were started by sparks from high-voltage transmission lines, distribution lines, appurtenances,
20 and other electrical equipment within PG&E's utility infrastructure that ignited surrounding vegetation.
21 Despite these previous wildfires, Defendants have deliberately, and repeatedly, prioritized profits over
22 safety. That is, Defendants have a history of acting recklessly and with conscious disregard to human
23 life and safety, and this history of recklessness and conscious disregard was a substantial factor in
24 bringing about the Zogg Fire.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **Inverse Condemnation**

4 **(Against All Defendants)**

5 30. All previous paragraphs are incorporated into this cause of action.

6 31. On September 27, 2020, Plaintiffs were the owners of real property located within
7 Shasta and Tehama Counties that was affected by the Zogg Fire.

8 32. Prior to and on September 27, 2020, Defendants had each designed, constructed,
9 installed, operated, controlled, used, and/or maintained the facilities, lines, wires, and/or other electrical
10 equipment within PG&E's utility infrastructure, including the transmission and distribution lines in and
11 around the location of the Zogg Fire, for the purpose of providing electrical services to large swaths of
12 the public.

13 33. On September 27, 2020, Defendants were actually aware of the inherent dangers and
14 risks that the electrical equipment within PG&E's electrical-utility infrastructure (as deliberately
15 designed and constructed) would ignite a wildfire like the Zogg Fire.

16 34. This inherent risk was realized on September 27, 2020, when electrical equipment
17 within PG&E's utility infrastructure ignited the Zogg Fire, which resulted in the taking of Plaintiffs'
18 real property and/or private property.

19 35. This taking was legally and substantially caused by Defendants' actions and inactions in
20 designing, constructing, installing, operating, controlling, using, and/or maintaining the facilities, lines,
21 wires, and/or other electrical equipment within PG&E's utility infrastructure.

22 36. Plaintiffs have not been adequately compensated, if at all, for this taking.

23 37. Pursuant to the Fifth Amendment to the U.S. Constitution and Article I, Section 19, of
24 the California Constitution, Plaintiffs seek just compensation for this taking, according to individual
25 proof at trial.

26 38. Plaintiffs further seek, pursuant to Code of Civil Procedure §1036, to recover all
27 reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and
28 engineering fees, actually incurred because of this proceeding in the trial court and/or in any appellate

1 proceeding in which Plaintiffs prevails on any issue.

2 **SECOND CAUSE OF ACTION**

3 **Trespass**

4 **(Against All Defendants)**

5 39. All previous paragraphs are incorporated into this cause of action.

6 40. On September 27, 2020, Plaintiffs were the owners, tenants, and/or lawful occupiers of
7 real properties in the area of the Zogg Fire.

8 41. Defendants negligently and/or recklessly allowed the Zogg Fire to ignite and/or spread
9 out of control, which caused damage to Plaintiffs' property.

10 42. Plaintiffs did not grant permission for any fire to enter their property.

11 43. This trespass was a substantial factor in causing Plaintiffs to suffer damages including,
12 but not limited to, destruction of and/or damage to real property, destruction of and/or damage to
13 structures, destruction of and/or damage to personal property, discomfort, annoyance, inconvenience,
14 mental anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be
15 determined, on an individual basis, according to proof at trial.

16 44. Those of Plaintiffs whose real property was under cultivation or used for the raising of
17 livestock have hired and retained counsel to recover compensation for their losses and damages caused
18 by the Zogg Fire. Thus, they also seek to recover all reasonable attorneys' fees, expert fees, consultant
19 fees, and litigation costs and expense, as allowed under Code of Civil Procedure §1021.9.

20 45. Defendants, including one or more PG&E officers, directors, and/or managers, have
21 deliberately, and repeatedly, prioritized profits over safety and this history of recklessness and
22 conscious disregard was a substantial factor in bringing about the Zogg Fire. Plaintiffs thus seek
23 punitive damages in an amount sufficient to punish Defendants and to deter such conduct in the future.

24 **THIRD CAUSE OF ACTION**

25 **Nuisance**

26 **(Against All Defendants)**

27 46. All previous paragraphs are incorporated into this cause of action.

28 47. On September 27, 2020, Plaintiffs were the owners, tenants, and/or lawful occupiers of

1 real properties in the area of the Zogg Fire.

2 48. Defendants' actions and inactions created a condition and/or permitted a condition to
3 exist that was harmful to health; offensive to the senses; an obstruction to the free use of property, so as
4 to interfere with the comfortable enjoyment of life and property; unlawfully obstructed the free passage
5 or use, in the customary manner, of public streets and highways; and a completely predictable fire
6 hazard.

7 49. These conditions interfered with Plaintiffs' quiet enjoyment of their properties.

8 50. These conditions also affected a substantial number of people at the same time.

9 51. At no time did Plaintiffs consent to Defendants' actions and inactions in creating these
10 conditions.

11 52. An ordinary person would be reasonably annoyed and disturbed by Defendants' actions
12 and inactions in creating these conditions.

13 53. Defendants' actions and inactions in creating these conditions were a substantial factor
14 in causing Plaintiffs to suffer damages unique to each plaintiff—and different from damages suffered
15 by other plaintiffs—including, but not limited to, destruction of and damage to real property,
16 destruction of and damage to structures, destruction of and damage to personal property and cherished
17 possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and
18 emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according to
19 proof at trial.

20 54. The seriousness of the harm Defendants have caused Plaintiffs outweighs any public
21 benefit that Defendants may provide.

22 55. Defendants, including one or more PG&E officers, directors, and/or managers, have
23 deliberately, and repeatedly, prioritized profits over safety and this history of recklessness and
24 conscious disregard was a substantial factor in bringing about the Zogg Fire. Plaintiffs thus seek
25 punitive damages in an amount sufficient to punish Defendants and to deter such conduct in the future.

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FOURTH CAUSE OF ACTION
Violation of Public Utilities Code §2106
(Against All Defendants)

56. All previous paragraphs are incorporated into this cause of action.

57. PG&E was on September 27, 2020, and is, a “public utility” for purposes of the Public Utilities Code. PG&E was, therefore, required to comply with the Public Utilities Act.

58. Prior to and on September 27, 2020, PG&E was also required to obey and comply with every order, decision, direction, or rule made or prescribed by the Public Utilities Commission in the matters specified under the Public Utilities Act, and any other matter in any way relating to or affecting its business as a public utility, and was required to do everything necessary or proper to secure compliance therewith by all of its officers, agents, and employees.

59. Defendants failed to furnish and maintain such adequate, efficient, just, and reasonable service, instrumentalities, equipment, and facilities as are necessary to promote the safety, health, comfort, and convenience of PG&E patrons and the public, as required by Public Utilities Code §451.

60. Defendants failed to comply with the requirements for overhead line design, construction, and maintenance, the application of which will ensure adequate service and secure safety to persons engaged in the construction, maintenance, operation or use of overhead lines and to the public in general, as required by Public Utilities Commission General Order 95, including Rules 31.2, 35, and 38, which set forth inspection, vegetation-management, and minimum-clearance requirements.

61. Defendants failed to comply with the requirements for electric distribution and transmission facilities regarding inspections in order to ensure safe and high-quality electrical service, as required by Public Utilities Commission General Order 165.

62. Defendants’ failure to comply with applicable provisions of the Public Utilities Act and with applicable Public Utilities Commission orders and rules, was a substantial factor in causing Plaintiff to suffer damages including, but not limited to, destruction of and damage to real property, destruction of and damage to structures, destruction of and damage to personal property and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according to

1 proof at trial.

2 63. Defendants, including one or more PG&E officers, directors, and/or managers, have
3 deliberately, and repeatedly, prioritized profits over safety and this history of recklessness and
4 conscious disregard was a substantial factor in bringing about the Zogg Fire. Plaintiffs thus seek
5 punitive damages in an amount sufficient to punish Defendants and to deter such conduct in the future.

6 **FIFTH CAUSE OF ACTION**

7 **Health & Safety Code §13007**

8 **(Against all Defendants)**

9 64. All previous paragraphs are incorporated into this cause of action.

10 65. Defendants negligently, recklessly, and/or in violation of law, allowed the Zogg Fire to
11 be set and allowed the Zogg Fire to escape to Plaintiffs' properties.

12 66. Defendants' negligent, reckless, and/or illegal actions and inactions in allowing the
13 Zogg Fire to be set and escape to Plaintiffs' properties was a substantial factor in causing Plaintiffs to
14 suffer damages including, but not limited to, destruction of and damage to real property, destruction of
15 and damage to structures, destruction of and damage to personal property and cherished possessions,
16 discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress.
17 Plaintiffs each seek damages to be determined, on an individual basis, according to proof at trial.

18 67. Those Plaintiffs whose real property was under cultivation or used for the raising of
19 livestock have hired and retained counsel to recover compensation for their losses and damages caused
20 by the Zogg Fire. Thus, they also seek to recover all reasonable attorneys' fees, expert fees, consultant
21 fees, and litigation costs and expense, as allowed under Code of Civil Procedure §1021.9.

22 68. Defendants, including one or more PG&E officers, directors, and/or managers, have
23 deliberately, and repeatedly, prioritized profits over safety and this history of recklessness and
24 conscious disregard was a substantial factor in bringing about the Zogg Fire. Plaintiffs thus seek
25 punitive damages in an amount sufficient to punish Defendants and to deter such conduct in the future.

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1 **SIXTH CAUSE OF ACTION**

2 **Negligence**

3 **(Against All Defendants)**

4 69. All previous paragraphs are incorporated into this cause of action.

5 70. Defendants each have special knowledge and expertise far beyond that of a layperson
6 with regard to the safe design, engineering, construction, use, operation, inspection, repair, and
7 maintenance of PG&E's electrical lines, infrastructure, equipment, and vegetation management efforts.
8 The provision of electrical services involves a peculiar and inherent danger and risk of wildfires.

9 71. Prior to and on September 27, 2020, Defendants had a non-delegable duty to apply a
10 level of care commensurate with, and proportionate to, the inherent dangers in designing, engineering,
11 constructing, operating, and maintaining electrical transmission and distribution systems. This duty
12 also required Defendants to maintain appropriate vegetation management programs, for the control of
13 vegetation surrounding PG&E's exposed powerlines. This duty also required Defendants to consider
14 the changing conditions PG&E's electrical transmission and distribution systems, as well as changing
15 geographic, weather, and ecological conditions. This duty also required Defendants to take special
16 precautions to protect adjoining properties from wildfires caused by PG&E's electrical equipment.

17 72. Defendants each breached these duties by, among other things:

- 18 a. Failing to design, construct, operate, and maintain PG&E's high-voltage
19 transmission and distribution lines and associated equipment, in a way that
20 would withstand the foreseeable risk of wildfires in the area of the Zogg
21 Fire;
- 22 b. Failing to prevent electrical transmission and distribution lines from
23 improperly sagging or making contact with other metal;
- 24 c. Failing to properly inspect and maintain vegetation within proximity to
25 energized transmission and distribution lines to mitigate the risk of fire;
- 26 d. Failing to conduct reasonably prompt, proper, and frequent inspections of
27 PG&E's powerlines and associated equipment;
- 28 e. Failing to promptly de-energize exposed powerlines during fire-prone
conditions and reasonably inspect powerlines before re-energizing them;
- f. Failing to properly train and supervise employees and agents responsible
for maintenance and inspection of powerlines; and/or

g. Failing to implement and follow regulations and reasonably prudent practices to avoid fire ignition.

73. Defendants' failure to comply with applicable provisions of the Public Utilities Act and Public Utilities Commission General Orders and Rules, as alleged herein, is negligence per se because these statutes, orders, and rules are aimed at preventing the exact type of harm that Plaintiffs suffered because of Defendants' failure to comply with these statutes, orders, and rules. That is, Plaintiffs are within the class of individuals these statutes, orders, and rules were implemented to protect.

74. Defendants' negligence, including Defendants' negligence per se, was a substantial factor in causing Plaintiffs to suffer damages including, but not limited to, destruction of and damage to real property, destruction of and damage to structures, destruction of and damage to personal property and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according to proof at trial.

75. Defendants, including one or more PG&E officers, directors, and/or managers, have deliberately, and repeatedly, prioritized profits over safety, have a history of acting recklessly and with conscious disregard to human life and safety, and this history of recklessness and conscious disregard was a substantial factor in bringing about the Zogg Fire. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and to deter such conduct in the future.

PRAYER FOR RELIEF

Plaintiffs seek the following damages in an amount according to proof at the time of trial:

Inverse Condemnation

- (1) Repair, depreciation, and/or the replacement of damaged, destroyed, and/or lost personal and/or real property;
- (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal property;
- (3) Loss of wages, earning capacity and/or business profits and/or any related displacement expenses;
- (4) Prejudgment interest from September 27, 2020;
- (5) Pursuant to Code of Civil Procedure §1036 and all other applicable law, all reasonable

costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of this proceeding in the trial court and/or in any appellate proceeding in which Plaintiffs prevails on any issue; and

- (6) Such other and further relief as the Court shall deem proper, all according to proof.

All Other Claims

- (1) General and/or special damages determined on an individual basis according to proof;
- (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal property;
- (3) Loss of wages, earning capacity, goodwill, and/or business profits or proceeds and/or any related displacement expenses;
- (4) Evacuation expenses and alternate living expenses;
- (5) Erosion damage to real property;
- (6) Past and future medical expenses and incidental expenses;
- (7) General damages for personal injury, emotional distress, fear, annoyance, disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of property;
- (8) Attorneys' fees, expert fees, consultant fees, and litigation costs and expense, as allowed under Code of Civil Procedure section 1021.9 and all other applicable law;
- (9) Prejudgment interest from September 27, 2020;
- (10) For punitive and exemplary damages against PG&E in an amount sufficient to punish Defendants' conduct and deter similar conduct in the future, as allowed under Public Utilities Code §2106 and all other applicable law; and
- (11) Any and all other and further such relief as the Court shall deem proper, all according to proof.

JURY TRIAL DEMAND

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

SINGLETON SCHREIBER McKENZIE & SCOTT, LLP

Dated: Mach 23, 2021

By: Gerald Singleton
Gerald Singleton
J. Ross Peabody
Attorneys for Plaintiffs