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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

EL DORADO COUNTY, a political
subdivision of the State of California;
PLACER COUNTY, a political subdivision
of the State of California; GEORGETOWN
FIRE PROTECTION DISTRICT, a special
district of the State of California,
GEORGETOWN DIVIDE PUBLIC
UTILITY DISTRICT, a California public
utility district; and EL DORADO COUNTY
WATER AGENCY, a special district of the
State of California created by the El Dorado
County Water Agency Act,

Plaintiffs,

v.

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

Defendants.

Case No.

**COMPLAINT FOR DAMAGES AND
JURY TRIAL**

1. **INVERSE CONDEMNATION**
2. **NEGLIGENCE**
3. **TRESPASS**
4. **NUISANCE**
5. **PREMISES LIABILITY**
6. **VIOLATION OF PUBLIC
UTILITIES CODE §2106**
7. **VIOLATION OF HEALTH &
SAFETY CODE §13007**
8. **VIOLATION OF HEALTH &
SAFETY CODE §13009**

**UNLIMITED CIVIL CASE
JURY TRIAL DEMANDED**

Exempt from Filing Fees (Govt. Code § 6103);
Deemed Verified (Code Civ. Proc. § 446)

1 Public Entity Plaintiffs, El Dorado County, Placer County, Georgetown Fire Protection
2 District, Georgetown Divide Public Utility District, and El Dorado County Water Agency
3 (“Plaintiffs”) bring this action for damages against Defendants PG&E Corporation, a California
4 Corporation; Pacific Gas and Electric Company, a California Corporation; DOES 1-200,
5 inclusive, as follows:

6 **INTRODUCTION**

7 1. This Complaint arises from a wildfire that PG&E’s power lines caused to ignite
8 on September 6, 2022, now called the “Mosquito Fire.”



19 **Flames from the Mosquito Fire (El Dorado and Placer Counties) - Photo by Metro Fire of**
20 **Sacramento via Reuters**

21 2. The Mosquito Fire (“the Mosquito Fire” or “the Fire”) started when electrical
22 equipment within PG&E’s utility infrastructure contacted, or caused sparks to contact,
23 surrounding vegetation.

24 3. The Mosquito Fire burned for approximately 51 days before it was contained. The
25 Fire burned through El Dorado and Placer Counties, burning approximately 76,788 acres, and
26 destroyed and/or damaged over 90 structures, and significantly impacted the surrounding
27 communities. The Mosquito Fire was California’s largest wildfire in 2022.

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**Example of Destruction Caused by the Mosquito Fire (El Dorado and Placer County) –
Photo by Xavier Mascarenas via The Fresno Bee**

4. Plaintiffs now sue PG&E CORPORATION, PACIFIC GAS AND ELECTRIC COMPANY, and DOES 1-200 for just compensation, damages, and all other available remedies arising from the takings and harms caused by the Mosquito Fire.

JURISDICTION AND VENUE

5. Venue is proper in San Francisco County as Defendant’s principal place of business is located in San Francisco County. Plaintiffs are informed and believe, and thereon allege, that all Defendants resided and/or conducted business in San Francisco County at the time they committed the acts and omissions that give rise to this Complaint.

6. This Court has jurisdiction over this matter pursuant to Code of Civil Procedure §§ 395(a) and 410.10 because Defendants are incorporated in California, have their headquarters in San Francisco, California, reside in and do significant business in the County of San Francisco, engage in the bulk of its corporate activities in California, and maintain the majority of its corporate assets in California to render the exercise of jurisdiction over Defendants consistent with the traditional notions of fair play and substantial justice.

7. The Superior Court of San Francisco, as a court of general jurisdiction, has subject matter jurisdiction over this unlimited civil case, as well as personal jurisdiction over each of the Defendants.

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1 **PARTIES**

2 **A. PLAINTIFFS**

3 8. Plaintiffs are political subdivisions and/or special districts of the State of
4 California, duly organized and existing by virtue of laws of the State of California. Plaintiffs
5 suffered and/or continue to suffer property losses and other damages as a result of the Mosquito
6 Fire. Plaintiffs suffered and/or continue to suffer property losses and other damages from the
7 Mosquito Fire, including but not limited to: loss of natural resources, open space, and
8 environmental assets; emergency response and fire suppression costs; loss of tax revenues,
9 including but not limited to property, sales, and transient occupancy taxes; losses from impacts to
10 business-like activities; debris removal costs; staff time and labor costs; damage to infrastructure,
11 including but not limited to roads, sidewalks, water, stormwater, sewer systems, culverts, and
12 other public-entity owned infrastructure; damages related to soil erosion and loss of soil stability
13 and productivity; loss of trees; damages related to water contamination including water quality
14 preservation and correction expenses; loss of water storage; loss of aesthetic value; and, other
15 significant damages and losses unique to public entities.

16 9. Plaintiffs seek just compensation and damages as more particularly described
17 below.

18 **B. DEFENDANTS**

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

25 11. Defendant PACIFIC GAS AND ELECTRIC COMPANY was, at all times
26 relevant to this pleading, a California corporation authorized to do, and doing business, in
27 California, with its headquarters in San Francisco, California. At all times relevant to this
28 pleading, PACIFIC GAS AND ELECTRIC COMPANY acted to provide a utility, including

1 electrical services, to members of the public in California, including residents of San Francisco
2 County, Placer County, and El Dorado County. PACIFIC GAS AND ELECTRIC COMPANY is
3 a subsidiary or other entity wholly controlled by PG&E CORPORATION.

4 12. PACIFIC GAS AND ELECTRIC COMPANY is one of the largest combination
5 natural gas and electric utilities in the United States. PG&E CORPORATION and PACIFIC GAS
6 AND ELECTRIC COMPANY are jointly and severally liable for each other's wrongful acts
7 and/or omissions as alleged herein. These companies do not compete against one another but
8 instead operate as a single enterprise, integrating their resources to achieve a common business
9 purpose. These companies are so organized and controlled that one is a mere instrumentality,
10 agent, and/or conduit of the other. Officers, managers, and directors are intertwined and not fully
11 independent of one another. These companies share legal counsel, share unified policies and
12 procedures, file consolidated financial statements and regulatory documents. Thus, as used herein,
13 "PG&E" refers collectively to defendants PG&E CORPORATION and PACIFIC GAS AND
14 ELECTRIC COMPANY.

15 13. PG&E is in the business of providing electricity to the residents of, among other
16 places, San Francisco County, Placer County, and El Dorado County through a utility
17 infrastructure, including a network of electrical transmission and distribution lines. PG&E is a
18 "public utility" under Public Utilities Code §§ 216(a)(1) and 218(a).

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

25 15. "Defendants" refers collectively to PG&E and DOES 1 through 200.

26 16. At all times relevant to this pleading, Defendants, and/or each of them, were the
27 agents, servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers
28 of each of the other Defendants; and were operating within the purpose and scope of said agency,

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

9 **GENERAL FACTUAL ALLEGATIONS**

10 17. In an incident report to the California Public Utilities Commission (“Public
11 Utilities Commission”) dated September 8, 2022, PG&E reported that, “the Mosquito fire began
12 on September 6, 2022, near OxBow Reservoir in Placer County...The USFS has placed caution
13 tape around the base of a PG&E transmission pole (60Kv) ...Our information reflects electrical
14 activity occurred close in time to the report time of the fire.”

15 18. By submitting the above-described report, PG&E has admitted its equipment may
16 have sparked the Mosquito Fire. Plaintiffs are thus informed and believe the Mosquito Fire was
17 caused by PG&E’s high-voltage distribution line. Moreover, the Mosquito Fire occurred because:
18 (1) PG&E’s utility infrastructure was intended, designed, and constructed to pass electricity
19 through exposed power lines in vegetated areas; (2) PG&E negligently, recklessly, and wantonly
20 failed to maintain and operate the electrical equipment in its utility infrastructure; and/or (3)
21 PG&E negligently, recklessly, and wantonly failed to maintain the appropriate clearance area
22 between the electrical equipment in its utility infrastructure and surrounding vegetation.

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

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1 20. The Mosquito Fire caused Plaintiffs to suffer injuries and damages including but
2 not limited to, the following: loss of natural resources, open space, and public lands; loss of public
3 parks; property damages including real and personal property; staff labor costs, including
4 overtime labor costs; fire suppression costs including, materials, and other fire suppression
5 damages; emergency response and rescue costs; evacuation expenses; loss of tax revenue
6 including property, sales, and transient occupancy taxes; losses from impacts on business-like
7 activities; costs associated with response and recovery including debris removal, and other costs;
8 damage to infrastructure including but not limited to roads, sidewalks, water, stormwater and
9 sewer systems, and underground infrastructure, and other public entity-owned infrastructure;
10 damages based on soil erosion and loss of soil stability and productivity; damages related to water
11 contamination including water quality preservation and correction expenses; loss of water storage
12 and increased sedimentation; loss of aesthetic value; and other significant damages and losses
13 directly related to and caused by the Mosquito Fire.

14 21. A further enumerated list of impacts to Plaintiffs includes, but is not limited to, the
15 following:

- 16 a. Fire suppression costs;
- 17 b. Administration, funding, and operation of emergency operations centers;
- 18 c. Administration, funding, and operation of evacuation centers and shelters;
- 19 d. Securing and managing burn areas, including safe re-entry for the public;
- 20 e. Staff overtime, labor costs, personnel, and other materials;
- 21 f. Additional law enforcement costs;
- 22 g. Lost work and productivity due to public entity employees unable to return
23 to work;
- 24 h. Loss of natural resources, open space, wildlife, and public lands;
- 25 i. Loss of parks, including damage to real property and to recreational
26 opportunities and programs, and the revenue generated therefrom;
- 27 j. Destruction or damage to public infrastructure, including but not limited to
28 roads, sidewalks, water storage facilities, water distribution systems, sewer

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- collection systems, stormwater systems, fire stations, and other infrastructure;
- k. Damage or harm to facility and infrastructure lifespan, including water treatment facilities and landfills;
- l. Costs of debris removal and related administrative obligations;
- m. Costs of facilitating/administering community rebuilding efforts, staffing and administration of permitting centers;
- n. Costs of administering community outreach efforts, including towards revisions to new ordinances, guidelines, and rules, and housing assistance programs and policies;
- o. Costs of watershed, waterway, and water body management and protection;
- p. Damages related to soil erosion and mitigation, loss of soil stability and productivity, including management of risk of debris flow and landslides;
- q. Damages related to water contamination, including water quality preservation and correction expenses, including but not limited to repair and/or replacement of water treatment facilities or systems;
- r. Loss of tax revenues such as property, sales, business, and transient occupancy taxes;
- s. Loss of business like or proprietary revenues, such as airport use, facility rentals, educational and recreational programs, and others;
- t. Damages related to loss of workforce housing;
- u. Damages associated with tourism and economic development, such as overall branding and reputation;
- v. Damages resulting from short- and long-term public health impacts, including costs to provide educational, outreach, and other services;
- w. Other impacts, injuries, and damages not yet identified, including those unique to public entities.



Example of Devastation Caused by Mosquito Fire -Photo by Noah Berger Associated Press via KCRA3

A. PG&E’S INEXCUSABLE HISTORY OF SAFETY FAILURES

22. At the time the Mosquito Fire ignited on September 6, 2022, Defendants were aware that the nature and condition of its electrical equipment, along with geographic, weather, ecological, and other conditions, gave rise to a high risk that PG&E’s electrical equipment would ignite a wildfire like the Mosquito Fire.

23. PG&E’s safety record is an abomination. PG&E has developed a regular pattern of placing its own profits before the safety of the California residents it serves and shows no intention of changing this behavior.

24. The Fire was not an isolated incident. PG&E has a long history of safety lapses resulting in injury and death to California residents, as well as destruction and damage to their property.

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

- b. **1992 Santa Rosa Gas Explosion:** Two people were killed and three others were injured when a PG&E gas line exploded in Santa Rosa. The pipeline was improperly marked, failing to give proper notice to contractors working in the area. A contractor hit the pipe with a backhoe, causing the pipe to leak several months later.

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

- d. **1996 Mission Substation Electrical Fire:** At approximately 1:00 AM on November 27, 1996, a cable splice at PG&E’s Mission Substation in San Francisco short-circuited, burning and melting the insulation around the splice. Smoke from the fire rose through a floor opening above the splice into a switch cabinet. That smoke was so thick that it caused a flashover

1 between phases of the bus bars connecting the overhead N bus to the switch.
2 This caused insulation on the N bus to ignite and a circuit breaker to open,
3 resulting in the loss of power to a group of PG&E customers. The substation
4 was unmanned at the time and the fire was only discovered by chance by an
5 employee who had stopped by the substation to use the restroom.

- 6 e. **1999 Pendola Fire**: A rotten pine, which the government said PG&E should
7 have removed, fell on a power line, starting the Pendola Fire. It burned for
8 11 days and scorched 11,725 acres, mainly in the Tahoe and Plumas
9 national forests. PG&E paid a \$14.75 million settlement to the U.S. Forest
10 Service in 2009. That year, the utility also reached a \$22.7 million
11 settlement with the CPUC after regulators found PG&E had not spent
12 money earmarked for tree trimming and removal toward those purposes.
- 13 f. **2003 Mission Substation Electrical Fire**: One third of San Francisco lost
14 power following a 2003 fire at PG&E's Mission District Substation. The
15 fire burned for nearly two hours before PG&E workers arrived on the scene
16 to discover the damage. The CPUC report of the investigation, described
17 PG&E's careless approach to safety and apparent inability to learn from its
18 past mistakes, stating "PG&E did not implement its own recommendations
19 from its own investigation of the 1996 fire."¹
- 20 g. **2004 Sims Fire**: In July 2004, the Sims Fire burned over 4,000 acres of
21 forest land in the Six Rivers National Forest and the Trinity National Forest.
22 A federal lawsuit alleged that PG&E failed to remove a decaying tree,
23 which fell on a transmission line and ignited the blaze.
- 24 h. **2004 Fred's Fire**: The Fred's Fire started Oct. 13, 2004, near Kyburz in El
25 Dorado County. A lawsuit filed by the U.S Government claimed that
26 employees of PG&E's contractor lost control of a large tree they were
27 cutting down. It fell onto a PG&E powerline and caused a fire that burned
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¹ <http://docs.cpuc.ca.gov/publishedDocs/published/Report/40886.pdf>

1 over 7,500 acres. PG&E and its contractors paid \$29.5 million to settle the
2 lawsuits over the Fred's Fire and the Sims Fire.

3 i. **2004 Power Fire**: In October 2004, the Power Fire burned approximately
4 17,000 acres on the Eldorado National Forest and on private timberlands. A
5 federal lawsuit alleged that the Power Fire was ignited by a lit cigarette that
6 was dropped by a PG&E tree trimming contractor. PG&E and its contractor
7 paid the federal government \$45 million to settle the lawsuit.

8 j. **2005 San Francisco Electrical Explosion**: In August 2005, a PG&E
9 electrical transformer exploded beneath the San Francisco financial district
10 at Kearny and Post Streets, severely burning a woman who had been
11 walking by. A lawsuit by the injured woman settled for an undisclosed
12 sum.

13 k. **2008 Rancho Cordova Gas Explosion**: An explosion and fire caused by a
14 natural gas leak destroyed a residence in Rancho Cordova, California,
15 killing one person, injuring five others, and causing damage to several
16 other nearby homes in December of 2008. The cause of the explosion was
17 the use of a section of unmarked and out-of-specification pipe with
18 inadequate wall thickness that allowed gas to leak from a mechanical
19 coupling installed approximately two years earlier. In November 2010, the
20 CPUC filed administrative charges alleging that PG&E was at fault for the
21 blast because PG&E should have discovered the improper repair job that
22 caused the explosion but failed to timely do so. As a result, the CPUC
23 required PG&E to pay a \$38 million fine.

24 l. **2008 Whiskey Fire**: The June 2008 Whiskey Fire burned more than 5,000
25 acres of land in the Mendocino National Forest. The fire started when a gray
26 pine tree that did not have the required clearance from a PG&E transmission
27 line came into contact with the line. PG&E and its contractors agreed to pay
28 \$5.5 million to settle a federal lawsuit.

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- m. **2009 San Francisco Electrical Explosion**: In June 2009, a PG&E underground vault exploded in downtown San Francisco leaving thousands without power.
- n. **2010 San Bruno Gas Explosion**: On September 9, 2010, PG&E’s disregard of public safety caused the death of eight people, injured 58 people, and destroyed an entire neighborhood in San Bruno, California, when one of its gas pipelines exploded and burst into flames. After the explosion, the NTSB issued a report that blamed the disaster on PG&E’s poor management of its pipeline. In April 2015, the CPUC slapped PG&E with a \$1.6 billion fine for causing the explosion and diverting maintenance funds into stockholder dividends and executive bonuses. Further, in January 2017, a federal jury found PG&E guilty of six felony charges. The judge ordered it to pay \$3 million in fines for causing the explosion and ordered PG&E to submit to court supervision of its natural gas operations.
- o. **2014 Carmel Gas Explosion**: In 2014, PG&E employees damaged a gas pipeline in Carmel while digging because they lacked the legally required records on the location of the pipeline. Gas escaping from the pipeline exploded and destroyed an unoccupied cottage. The CPUC fined PG&E \$37.3 million and PG&E paid an additional \$1.6 million to settle a related lawsuit filed by the City of Carmel.
- p. **2015 San Francisco Electrical Explosion**: In September 2015, a PG&E underground transformer exploded in Bernal Heights, injuring two people, one of them critically.
- q. **2015 Butte Fire in Calaveras County**: On September 9, 2015, the Butte Fire ignited when a 44-foot-tall, weak grey pine tree that should have been removed by PG&E struck a 12,000-volt overhead power line that was owned and operated by PG&E. The resulting fire burned for 22 days, killing two people, burning over 70,000 acres, and destroying and damaging 475

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residences, 343 outbuildings, and 45 other structures. The fire also left tens of thousands of dead or dying trees and the risk of water pollution and erosion in its wake. Thousands of people were forced to evacuate their homes, and thousands were damaged in their person and property.

r. **2017 North Bay Fires**: On or around the night of Sunday, October 8, 2017, the North Bay Fires started when power lines, transformers, conductors, poles, insulators, reclosers, and/or other electrical equipment constructed, owned, operated, managed, and/or maintained by PG&E fell down, broke, failed, sparked, exploded, and/or came into contact with vegetation. The North Bay Fires were series of fires with numerous origin points all caused by PG&E’s disregard of mandated safety practices and the foreseeable risks associated with its unsafe infrastructure. The North Bay Fires claimed the lives of at least 43 people and injured many others, burned over 245,000 acres, destroyed over 14,700 homes, and displaced around 100,000 people.

s. **2018 Camp Fire**: On or about the morning of November 8, 2018, the Camp Fire started when a poorly maintained electrical transmission and distribution lines owned and operated by PG&E failed igniting a vegetation fire. The Camp Fire claimed the lives of 85 people and injured many others, burned over 153,335 acres, and destroyed 18,804 structures, of which almost 14,000 were residences. Approximately 30,000 people lost their homes due to the Camp Fire. PG&E pled guilty to 84 counts of involuntary manslaughter in connection with the Camp Fire as well as one count of unlawfully and recklessly causing the fire.

t. **2020 Zogg Fire**: On or around the afternoon of September 27, 2020, the Zogg Fire ignited when a PG&E electrical distribution line made contact with a pine tree. The Zogg Fire burned 56,000 acres, claimed the lives of four people, and destroyed 204 structures. On July 29, 2021, the Shasta County District Attorney’s Office announced that it plans to file criminal

1 charges over PG&E's role in igniting the fatal Zogg Fire.

2 u. **2021 Dixie Fire:** On or about the early evening of July 13, 2021,
3 the Dixie Fire began when PG&E's high-voltage line made contact with a
4 tree, thus igniting a vegetation fire. The Dixie Fire burned 963,309 acres
5 and destroyed 1,329 structures. On April 11, 2022, the District Attorneys of
6 Plumas, Lassen, Tehama, Shasta, and Butte Counties announced they would
7 be pursuing civil prosecution against PG&E for its role in starting the Dixie
8 Fire. The Dixie Fire was the largest single wildfire recorded in California
9 history, and the second largest wildfire overall.

10 25. These previous wildfires put Defendants on actual notice that PG&E's ineffective
11 vegetation management programs, unsafe equipment, and aging electrical infrastructure created
12 a predictable risk that PG&E's electrical equipment would ignite a wildfire such as the Mosquito
13 Fire.

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

21 **B. PG&E'S INEXCUSABLE BEHAVIOR CONTRIBUTED TO THE CAUSE OF**
22 **THE FIRE**

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

25 26. On May 6, 2013, a report was sent to the Safety and Enforcement Division of the
26 CPUC from the Liberty Consulting Group who had been retained to conduct an independent
27 review of capital and operations and maintenance expenditures proposed by PG&E (hereinafter
28

1 the “2013 Liberty Report”).² The 2013 Liberty Report concluded that: “several aspects of the
2 PG&E distribution system present significant safety issues.” It also found: (a) “addressing risks
3 associated with electrical distribution components has been overshadowed by electric
4 transmission and gas facilities;” (b) “addressing aging infrastructure and adding SCADA to the
5 system comprise the major focuses of safety initiatives for the distribution system;” and (c)
6 “current employee/contractor serious injury and fatality levels require significantly greater
7 mitigation.”

8 **2. PG&E’s Failure to Treat the Conditions of Its Aging Electrical Assets as an**
9 **Enterprise-Level Risk**

10 27. Another recommendation of the 2013 Liberty Report was the “establishment of a
11 formal asset management program in Electric Operations.” According to the report, “aging
12 infrastructure is best addressed by having a strategic asset management program in place. These
13 types of programs, such as the PAS 55 program, force a detailed and thorough condition
14 assessment survey of the major assets. These types of formal programs also take failure modes
15 into consideration. Long term sustainable plans can then be prepared to address the asset
16 conditions. A sustainable asset management will mitigate system safety risks from aging
17 infrastructure, which constituted a major portion of the safety items in this GRC.”

18 28. The 2013 Liberty Report specifically recommended that “PG&E treat aging
19 infrastructure as an enterprise-level risk.”

20 29. After the release of the 2013 Liberty Report, PG&E began to publicly state that
21 they were treating wildfires as an enterprise-level risk. However, the methodology used by PG&E
22 to evaluate the severity of that risk was and is unscientific and not based on valid statistical
23 methodology. Instead, PG&E’s method is to engage in a group discussion where an agreement is
24 reached on a specific risk level based on personal opinion, anecdotal evidence, and factual
25 misconceptions. This process has led to PG&E’s failure to properly evaluate the frequency and
26 severity of the risk posed by wildfires.

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² <http://docs.cpuc.ca.gov/publisheddocs/efile/g000/m065/k394/65394210.pdf>

1 30. Further, PG&E has a corporate policy in which they knowingly “accept” a certain
2 level of risk, meaning that PG&E choose not to maintain their electrical transmission and
3 distribution infrastructure in a manner that would reasonably prevent all risks of which they are
4 aware, thereby leaving the public at risk of death, personal injury, and damage to property.

5 31. PG&E’s failure to treat its aging infrastructure as an enterprise-level risk in a
6 reasonable manner contributed to the cause of the Fire.

7 **3. PG&E’s “Run to Failure” Approach to Maintenance**

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

14 39. PG&E has a well-documented history of implementing this “run to failure”
15 approach with its aging infrastructure, ignoring necessary maintenance in order to line its own
16 pockets with excessive profits. According to a filing by Office of Ratepayer Advocates with the
17 CPUC in May 2013:

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

23 Given PG&E’s excessive profits over the period of the Overland Audit, there is
24 no reason to believe that Overland’s example regarding GT&S operations
25 between 2008 and 2010 was unique. The IRP Report supplements the Overland
26 Audit findings with additional examples of PG&E management’s commitment to
27 profits over safety. Thus, it is evident that while the example of GT&S
28 underfunding between 2008 and 2010 might be extreme, it was not an isolated
incident; rather, it represents the culmination of PG&E management’s long-
standing policy to squeeze every nickel it could from PG&E gas operations and

1 maintenance, regardless of the long term ‘run to failure’ impacts. And PG&E has
2 offered no evidence to the contrary.³

3 40. PG&E’s failure to address this “run to failure” approach to maintenance
4 contributed to the cause of the Fire.

5 **C. PG&E’S CORPORATE CULTURE IS THE ROOT CAUSE OF THE MOSQUITO
6 FIRE**

7 41. PG&E is a virtual monopoly in the provision of gas and electric services to the
8 general public in almost all counties and cities across Northern and Central California.⁴

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

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

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

26 45. Moreover, PG&E has implemented multiple programs that provide monetary
27 incentives to its employees, agents, and/or contractors to not protect public safety. Prior to the

28 ³ ftp://ftp2.cpuc.ca.gov/PG&E20150130ResponseToA1312012Ruling/2013/03/SB_GT&S_0039691.pdf

⁴ A few cities like Palo Alto and Sacramento provide their own gas and electric utility services.

1 Butte Fire, PG&E chose to provide a monetary incentive to its contractors to cut fewer trees, even
2 though PG&E was required to have an inspection program in place that removed dangerous trees
3 and reduced the risk of wildfires. Robert Urban, a regional officer for a PG&E contractor, stated
4 that he had a concern that the bonus system incentivized his employees to not do their job, but
5 PG&E chose to keep this program despite knowing this risk. Similarly, prior to the San Bruno
6 explosion, PG&E had a program that provided financial incentives to employees to not report or
7 fix gas leaks and keep repair costs down. This program resulted in the failure to detect a significant
8 number of gas leaks, many of which were considered serious leaks. According to Richard
9 Kuprewicz, an independent pipeline safety expert, PG&E's incentive system was "training and
10 rewarding people to do the wrong thing," emblematic of "a seriously broken process," and
11 "explains many of the systemic problems in this operation that contributed to the [San Bruno]
12 tragedy."⁵

13 46. As detailed above, the Fire is just another example of the many tragedies that have
14 resulted from PG&E's enduring failure to protect the public from the dangers associated with its
15 operations. PG&E power lines, transformers, conductors, poles, insulators, and/or other electrical
16 equipment have repeatedly started wildfires due to PG&E's ongoing failure to create, manage,
17 implement, and/or maintain effective vegetation management programs for the areas near and
18 around its electrical equipment. Further, PG&E's aging infrastructure has caused multiple
19 disasters throughout California.

20 **CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**

22 **(Inverse Condemnation against All Defendants)**

23 47. All previous paragraphs are incorporated into this cause of action.

24 48. Plaintiffs bring this cause of action for Inverse Condemnation against Defendants.

25 On September 6, 2022, Plaintiffs were the owners of real property and/or personal property in the
26 area of the Mosquito Fire.

27 _____
28 ⁵ <http://www.sfgate.com/news/article/PG-E-incentive-system-blamed-for-leak-oversights-2424430.php>

1 49. Prior to and on September 6, 2022, Defendants had each designed, constructed,
2 installed, operated, controlled, used, and/or maintained the facilities, lines, wires, and/or other
3 electrical equipment within PG&E’s utility infrastructure, including the transmission and
4 distribution lines in and around the location of the Mosquito Fire, for the purpose of providing
5 electrical services to large swaths of the public.

6 50. Defendants’ operation and maintenance of electrical transmission and distribution
7 lines and supporting equipment (“Electrical Systems”), which were a substantial cause of
8 Plaintiffs’ damages, are a public improvement for a public use, and constitute an “electrical plant”
9 pursuant to Public Utilities Code § 217.

10 51. Article 1, § 19 of the California Constitution states:

11 Private property may be taken or damaged for public use only when
12 just compensation, ascertained by a jury unless waived, has first
13 been paid to, or into court for, the owner. The Legislature may
14 provide for possession by the condemnor following commencement
15 of eminent domain proceedings upon deposit in court and prompt
16 release to the owner of money determined by the court to be the
17 probable amount of just compensation.

18 52. On or about September 6, 2022, Defendants’ Electrical Systems started the
19 Mosquito Fire, which directly, substantially, and legally resulted in the taking of Plaintiffs’ private
20 property and deprived them of the use and enjoyment of their property.

21 53. On August 15, 2019, the Supreme Court of California published its holding for the
22 *City of Oroville v. Superior Court*, 7 Cal. 5th 1091. In that case, the Court articulated that a court
23 assessing inverse condemnation liability must find more than just a causal connection between
24 the public improvement and the damage to private property. In the Mosquito Fire, Defendants’
25 Electrical Systems substantially caused Plaintiffs’ damages and was more than just a causal
26 connection.

27 54. Defendants owned and substantially participated in the design, planning, approval,
28 construction, and operation of the Electrical Systems and public improvements for the supplying
of electricity. Defendants exercised control and dominion over the said electrical systems and
public improvements as a public project and public benefit.

1 55. In *City of Oroville*, the Court requires a reviewing court to consider whether the
2 inherent dangers of the public improvement as deliberately designed, constructed, or maintained
3 materialized and were the cause of the property damage.

4 56. Electricity is a dangerous instrumentality that poses an inherent risk that requires
5 the exercise of increased care and precaution commensurate with and proportionate to that
6 increased danger so as to make the transport of electricity through the Electrical Systems safe
7 under all circumstances and exigencies posed by the surrounding weather and vegetation to ensure
8 maximum safety under all local conditions in the service area, including the risk of fire.

9 57. The Court in the *City of Oroville* articulates that “useful public improvements must
10 eventually be maintained and not merely designed and built. So, the inherent risk aspect of the
11 inverse condemnation inquiry is not limited to deliberate design or construct of public
12 improvement. It also encompasses risks from maintenance or continued upkeep of the public
13 work.” (7 Cal. 5th 1091 at 1106). Defendants have a responsibility to maintain and continuously
14 upkeep its Electrical Systems to ensure safe delivery of electricity to the public.

15 58. Defendants have a non-delegable duty to maintain and upkeep its Electrical
16 Systems, so that should an electrical overcurrent event occur, its powerlines de-energize. The
17 inherent danger in Defendants failing to maintain and upkeep its Electrical Systems materialized
18 in an electrical event, which ignited the Mosquito Fire that damaged Plaintiffs’ Property.

19 59. Defendants have a non-delegable duty to maintain and upkeep its Electrical
20 Systems, which includes vegetation management around its Electrical Systems. The inherent
21 danger in Defendants failing to maintain and continuously upkeep the surrounding vegetation
22 around its Electrical Systems materialized in an electrical event, which ignited vegetation, starting
23 the Mosquito Fire that damaged Plaintiffs’ Property.

24 60. Defendants have special knowledge and expertise above that of a layperson that is
25 required to perform safe structural integrity inspections and maintenance, and other safety
26 inspections at, near and around its Electrical Systems. Specifically, Defendants exercised
27 dominion and control over its Electrical Systems.

28 ///

1 68. Defendant as the owner and/or controller of the Electrical Systems, was under a
2 duty codified in California Civil Code §1714(a), which states, in pertinent part:

3 Everyone is responsible, not only for the result of his or her willful
4 acts, but also for an injury occasioned to another by his or her want
5 of ordinary care or skill in the management of his or her property or
6 person, except so far as the latter has, willfully or by want of
7 ordinary care, brought the injury upon himself or herself.

8 69. Defendants each have special knowledge and expertise far beyond that of a
9 layperson with regard to the safe design, engineering, construction, use, operation, inspection,
10 repair, and maintenance of PG&E's electrical lines, infrastructure, equipment, and vegetation
11 management efforts. The provision of electrical services involves a peculiar and inherent danger
12 and risk of wildfires. Specifically, Defendants were under a duty to maintain the Electrical
13 Systems in their possession, including surrounding vegetation, in a reasonably safe condition.

14 70. Prior to and on September 6, 2022, Defendants had a non-delegable duty to apply
15 a level of care commensurate with, and proportionate to, the inherent dangers in designing,
16 engineering, constructing, operating, and maintaining electrical transmission and distribution
17 systems. This duty also required Defendants to maintain appropriate vegetation management
18 programs, for the control of vegetation surrounding PG&E's exposed power lines. This duty also
19 required Defendants to consider the changing conditions PG&E's electrical transmission and
20 distribution systems, as well as changing geographic, weather, and ecological conditions. This
21 duty also required Defendants to take special precautions to protect adjoining properties from
22 wildfires caused by PG&E's electrical equipment.

23 71. Defendants each breached these duties by, among other things:

- 24 a. Failing to design, construct, operate, and maintain PG&E's high-voltage
25 transmission and distribution lines and associated equipment, in a way that
26 would withstand the foreseeable risk of wildfire in the area of the Mosquito
27 Fire.
- 28 b. Failing to prevent electrical transmission and distribution lines from
improperly sagging or making contact with other metal;
- c. Failing to properly inspect and maintain vegetation within proximity to

- energized transmission and distribution lines to mitigate the risk of fire;
- d. Failing to conduct reasonably prompt, proper, and frequent inspections of PG&E's power lines and associated equipment;
- e. Failing to promptly de-energize exposed power lines during fire-prone conditions;
- f. Failing to properly train and supervise employees and agents responsible for maintenance and inspection of power lines; and/or
- g. Failing to implement and follow regulations and reasonably prudent practices to avoid fire ignition.

72. At all relevant times, Defendants operated, controlled, and/or maintained the Electrical Systems.

73. At all times relevant, Defendants were required to own, design, control, possess, operate, install, construct, inspect, maintain, and manage the Electrical Systems, including the real estate, rights-of-way, easements, fixtures, conductors, devices, poles, conduits, apparatus, parts, and equipment in accordance with all standards, laws, rules, regulations, and orders pertaining thereto.

74. Defendants in connection with the production, sale, transmission, and distribution of electricity have a non-delegable duty, commensurate with and proportionate to the danger of transmitting power, to own, design, control, possess, construct, operate, install, inspect, maintain, and/or manage the Electrical Systems in a proper, reasonable, careful, and safe manner.

75. 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.

76. As a direct and legal result of the Defendants' actions and/or omissions, Plaintiffs have suffered damages including, but not limited to the following: damage to and loss of natural

1 resources, open space, parks, and public lands; property damages including real and personal
2 property damages, including loss of and damage to vegetation, trees, infrastructure, and
3 structures; increased staff labor costs, including overtime labor costs to respond to and manage
4 the Mosquito Fire and ensure the safety of the citizens of El Dorado and Placer Counties and
5 surrounding communities and districts; fire suppression costs, including personnel, overtime
6 labor costs, materials, and other fire suppression damages; evacuation expenses; costs associated
7 with debris removal; damage to infrastructure, including but not limited to roads, sidewalks,
8 water, stormwater and sewer systems, underground infrastructure and other public-entity owned
9 infrastructure; damages based on fire-related soil erosion, loss of soil stability and productivity;
10 damages related to water contamination including water quality preservation and correction
11 expenses; loss of water storage; loss of aesthetic value; loss of tax revenue, including property,
12 sales, and transient occupancy damages; losses from impacts on business-like activities; and other
13 significant injuries, damages and losses directly related to and caused by the Mosquito Fire.

14 77. As a further direct and legal result of the Defendants' actions and/or omissions,
15 Plaintiffs have incurred and will continue to incur expenses and other damages related to the
16 damage to property, including costs relating to storage, clean-up, disposal, repair, depreciation,
17 and/or replacement of their property, and/or other related consequential damages.

18 78. Defendants have a virtual monopoly over the transmission and distribution of
19 electrical power to the areas affected by the Mosquito Fire and has individual contracts with all
20 residents and businesses in those areas to whom it distributes that electrical power. The
21 communities affected by the Mosquito Fire are all dependent upon the safe transmission and
22 distribution of that electrical power for continuous residential and commercial usage, and
23 Defendants have contractual, statutory, and public duties to provide that electrical power in a
24 manner that promotes those individual and public interests.

25 79. The potential harms to the Plaintiffs' property from wildfires such as the Mosquito
26 Fire were objectively foreseeable both in nature and in scope and were subjectively known to
27 Defendants from the history of wildfires caused by utility equipment.

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1 80. Defendants' negligence, including Defendants' negligence per se, was a
2 substantial factor in causing Plaintiffs' damages.

3 81. As a direct and proximate result of the aforesaid conduct, Plaintiffs suffered
4 damages described herein, which were proximately and substantially caused by the Mosquito
5 Fire.

6 82. Public policy supports finding a duty of care in this circumstance due to
7 Defendants' violation of California Civil Code §§ 3479, 3480, Public Utilities Code § 2106 and
8 Health & Safety Code §§ 13007 and 13009.

9 83. Defendants, including one or more PG&E officers, directors, and/or managers,
10 have deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a
11 history of acting recklessly and with conscious disregard to human life and safety, and this history
12 of recklessness and conscious disregard was a substantial factor in bringing about the Mosquito
13 Fire. This is despicable and oppressive conduct. Plaintiffs thus seek punitive damages in an
14 amount sufficient to punish Defendants' long history of prioritizing profits over safety and to
15 deter such conduct in the future.

16 **THIRD CAUSE OF ACTION**

17 **(Trespass against all Defendants)**

18 84. All previous paragraphs are incorporated into this cause of action.

19 85. On September 6, 2022, Plaintiffs were the owners, tenants, and/or lawful occupiers
20 of real properties in the area of the Mosquito Fire.

21 86. Defendants negligently and/or recklessly allowed the Mosquito Fire to ignite
22 and/or spread out of control, causing harm, damage, and/or injury resulting in a trespass upon
23 Plaintiff's property interests.

24 87. Plaintiffs did not grant permission for any fire to enter their properties.

25 88. As a direct and legal result of the wrongful conduct of Defendants which led to the
26 trespass, Plaintiffs have suffered and will continue to suffer damages as set forth herein, in an
27 amount according to proof at trial.

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1 92. On September 6, 2022, Plaintiffs were the owners, tenants, and/or lawful occupiers
2 of real properties in the area of the Mosquito Fire.

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

8 94. At no time did Plaintiffs consent, expressly or impliedly, to Defendants' actions
9 and inactions in creating these conditions.

10 95. As a further direct and legal result of the conducts of Defendants, Plaintiffs have
11 suffered and will continue to be harmed by the interference with Plaintiffs' occupancy,
12 possession, use, and/or enjoyment of their property as alleged above.

13 96. An ordinary person would be reasonably annoyed and disturbed by Defendants'
14 actions and inactions in creating these conditions.

15 97. The conduct of Defendants was unreasonable and the seriousness of the harm to
16 the public, including Plaintiffs, outweighs the social utility of Defendants' conduct.

17 98. As a direct and proximate result of the conduct of Defendants and the resultant
18 fire, Plaintiffs incurred significant and actual damages, as described herein and in an amount to
19 be proven at trial.

20 99. Plaintiffs suffered injuries and damages including but not limited the following:
21 damage to and loss of natural resources, open space, parks, and public lands; property damages
22 including real and personal property damages, including loss of and damage to vegetation, trees,
23 infrastructure, and structures; increased staff labor costs, including overtime labor costs to
24 respond to and manage the Mosquito Fire and ensure the safety of the citizens of El Dorado and
25 Placer Counties and other surrounding communities; fire suppression costs, including personnel,
26 overtime labor costs, materials, and other fire suppression damages; evacuation expenses; costs
27 associated with debris removal; damage to infrastructure, including but not limited to roads,
28 sidewalks, water, stormwater and sewer systems, underground infrastructure and other public-

1 entity owned infrastructure; damages based on fire-related soil erosion, loss of soil stability and
2 productivity; damages related to water contamination including water quality preservation and
3 correction expenses; loss of water storage; loss of aesthetic value; loss of tax revenue, including
4 property, sales, and transient occupancy damages; losses from impacts on business-like activities;
5 and other significant injuries, damages and losses directly related to and caused by the Mosquito
6 Fire. Plaintiffs suffered other injuries and damages yet identified including those unique to the
7 public entities.

8 100. Defendants, including one or more PG&E officers, directors, and/or managers,
9 have deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a
10 history of acting recklessly and with conscious disregard to human life and safety, and this history
11 of recklessness and conscious disregard was a substantial factor in bringing about the Mosquito
12 Fire. This is despicable and oppressive conduct. Plaintiffs thus seek punitive and exemplary
13 damages in an amount according to proof to punish Defendants' long history of prioritizing profits
14 over safety and to deter such conduct in the future.

15 **FIFTH CAUSE OF ACTION**

16 **(Premises Liability against All Defendants)**

17 101. All previous paragraphs are incorporated into this cause of action.

18 102. Defendants, and/or each of them, were the owners of an easement and/or real
19 property in the area of the origins of the Mosquito Fire, and/or were the owners of the power lines
20 upon said easement(s) and/or right(s) of way.

21 103. Defendants, and/or each of them, acted wantonly, unlawfully, carelessly,
22 recklessly, and/or negligently in failing to properly inspect, manage, maintain, and/or control the
23 vegetation near its power lines along the real property and easement(s), allowing an unsafe
24 condition presenting a foreseeable risk of fire danger to exist on said property.

25 104. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
26 and/or each of them, Public Entity Plaintiffs suffered, and continue to suffer, the injuries and/or
27 damages as set forth herein.

28 ///

1 necessary or proper to secure compliance therewith by all of its officers, agents, and employees.

2 110. A utility that performs or fails to perform something required to be done by the
3 California Constitution, a law of the State, or a regulation or order of the Public Utilities
4 Commission, which leads to the loss or injury, is liable for that loss or injury pursuant to Public
5 Utilities Code § 2106.

6 111. Public Utilities Code § 2106 creates a private right of action against “[a]ny public
7 utility which does, causes to be done, or permits any act, matter, or thing prohibited or declared
8 unlawful, or which omits to do any act, matter, or thing required to be done, either by the
9 Constitution, any law of this State, or any order or decision of the commission”

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

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

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

23 115. The violation of a legislative enactment or administrative regulation which defines
24 a minimum standard of conduct is unreasonable per se.

25 116. Defendants’ failure to comply with applicable provisions of the Public Utilities
26 Act and with applicable Public Utilities Commission orders and rules, was a substantial factor in
27 causing Plaintiffs to suffer damages, including but not limited the following: damage to and loss
28 of natural resources, open space, parks, and public lands; property damages including real and

1 personal property damages, including loss of and damage to vegetation, trees, infrastructure, and
2 structures; increased staff labor costs, including overtime labor costs to respond to and manage
3 the Mosquito Fire and ensure the safety of the citizens of El Dorado and Placer Counties and
4 surrounding communities; fire suppression costs, including personnel, overtime labor costs,
5 materials, and other fire suppression damages; evacuation expenses; costs associated with debris
6 removal; damage to infrastructure, including but not limited to roads, sidewalks, water,
7 stormwater and sewer systems, underground infrastructure and other public-entity owned
8 infrastructure; damages based on fire-related soil erosion, loss of soil stability and productivity;
9 damages related to water contamination including water quality preservation and correction
10 expenses; loss of water storage; loss of aesthetic value; loss of tax revenue, including property,
11 sales, and transient occupancy damages; losses from impacts on business-like activities; and other
12 significant injuries, damages and losses directly related to and caused by the Mosquito Fire.
13 Plaintiffs suffered other injuries and damages yet identified including those unique to the public
14 entities.

15 117. Defendants, including one or more PG&E officers, directors, and/or managers,
16 have deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a
17 history of acting recklessly and with conscious disregard to human life and safety, and this history
18 of recklessness and conscious disregard was a substantial factor in bringing about the Mosquito
19 Fire. This is despicable and oppressive conduct. Plaintiffs thus seek punitive and exemplary
20 damages in an amount according to proof to punish Defendants' long history of prioritizing profits
21 over safety and to deter such conduct in the future.

22 **SEVENTH CAUSE OF ACTION**

23 **(Violation of Health & Safety Code § 13007 against all Defendants)**

24 118. All previous paragraphs are incorporated into this cause of action.

25 119. Defendants negligently, recklessly, and/or in violation of law, allowed the
26 Mosquito Fire to be set and allowed the Mosquito Fire to escape to Plaintiffs' properties.

27 120. Defendants' negligent, reckless, and/or illegal actions and inactions in allowing
28 the Mosquito Fire to be set and escape to Plaintiffs' properties was a substantial factor in causing

1 Plaintiffs to suffer damages to property and continue to suffer the injuries and damages described
2 herein.

3 121. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
4 Plaintiffs suffered and continue to suffer, the injuries and damages as set forth herein, including
5 damages under Health and Safety Code §13007.

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

9 123. Defendants, including one or more PG&E officers, directors, and/or managers,
10 have deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a
11 history of acting recklessly and with conscious disregard to human life and safety, and this history
12 of recklessness and conscious disregard was a substantial factor in bringing about the Mosquito
13 Fire. This is despicable and oppressive conduct. Plaintiffs thus seek punitive damages in an
14 amount sufficient to punish Defendants' long history of prioritizing profits over safety and to
15 deter such conduct in the future.

16 **EIGHTH CAUSE OF ACTION**

17 **(Violation of Health and Safety Code § 13009 against all Defendants)**

18 124. All previous paragraphs are incorporated into this cause of action.

19 125. By engaging in the acts and omissions alleged in this Complaint, Defendants, and
20 each of them, willfully, negligently, and in violation of law, set fire to and/or allowed fire to be
21 set to the property of another in violation of Health and Safety Code § 13009 et. seq.

22 126. As a legal result of Defendants' violation of Health and Safety Code § 13009 et.
23 seq., Public Entity Plaintiffs suffered recoverable damages, including but not limited to damages
24 under 13009.1, for fire suppression costs and costs for rescue and/or emergency medical services.

25 127. As a legal result of Defendants' violation of Health and Safety Code § 13009,
26 Public Entity Plaintiffs suffered recoverable damages, including recovery of costs for restoration
27 and rehabilitation of land, and other ecological and/or environmental damages allowable under
28 Health and Safety Code § 13009.2.

- 1 development; loss of earning capacity, and/or related expenses;
- 2 (6) Damages for increased operating expenses;
- 3 (7) Any and all relief compensation, or measure of damages available to Public
4 Entity Plaintiffs by law based on the injuries and damages suffered by the
5 Public Entity Plaintiffs;
- 6 (8) Prejudgment interest according to proof;
- 7 (9) All costs of suit, including attorneys' fees, expert fees, and related fees
8 and/or costs;
- 9 (10) Such other and further relief as the Court shall deem proper, all according to
10 proof.

11 **For Negligence, Trespass, Nuisance, Premises Liability, Violation of Public Utilities Code**
12 **§2106, Violation of Health & Safety Code § 13007, and Violation of Health & Safety Code §**

13 **13009:**

- 14 (1) General and/or special damages for all damage to property (real and personal);
- 15 (2) Repair, diminution in value, and/or replacement of damaged, destroyed, and/or
16 lost personal and/or real property;
- 17 (3) Loss of use, benefit, goodwill, and enjoyment of Public Entity Plaintiff(s) real
18 and/or personal property;
- 19 (4) Loss of revenues (including but not limited to: tax revenues such as property,
20 sales, business, and transient occupancy taxes); staff labor and/or wages;
21 business-like or proprietary revenues (such as airport use, facility rentals,
22 educational and recreational programs); loss of workforce housing; damage to
23 name and reputation; damage to tourism and economic development; loss of
24 earning capacity, and/or related expenses;
- 25 (5) Lost work productivity due to public entity employees being unable to report to
26 work and due to focus on fire recovery instead of normal business practices;
- 27 (6) Loss of natural resources, open space, wildlife, public lands, parks and other
28 recreational areas and revenues generated therefrom;

- 1 (7) Destruction or damage to public infrastructure (e.g. roads, sidewalks, water,
2 stormwater and sewer systems, water storage facilities, water distribution systems,
3 sewer collection systems, stormwater systems, fire stations, and other
4 infrastructure;
- 5 (8) Harm to facility and infrastructure lifespan (e.g. water treatment facilities and
6 landfills);
- 7 (9) Debris removal costs;
- 8 (10) Costs of facilitating/administering community rebuilding efforts, staffing, and
9 administration of permitting centers;
- 10 (11) Costs of facilitating/administering community outreach efforts, including housing
11 assistance programs and policies;
- 12 (12) Costs of watershed, waterway, and water body management and protection;
- 13 (13) Damages related to soil erosion and mitigation, loss of soil stability and
14 productivity, including management of debris flow and landslide risks;
- 15 (14) Damages related to water contamination, including water quality preservation and
16 correction expenses, including, but not limited to repair and/or replacement of
17 water treatment facilities or systems;
- 18 (15) Fire Suppression Costs and costs to rescue and/or emergency medical and/or
19 rescue services under Health and Safety Code §13009 and 13009.1, or any other
20 statute;
- 21 (16) Damages and costs for restoration and rehabilitation of land and ecological and/or
22 environmental damages allowable under Health and Safety Code §13009.2, or any
23 other statute;
- 24 (17) Law Enforcement Costs, including but not limited to costs to manage and secure
25 burn areas;
- 26 (18) Costs to run emergency operations centers and/or costs to provide to provide
27 evacuation centers and shelters;
- 28 (19) Erosion damage to real property and/or flood control costs;

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- (20) An order enjoining continued violation of: (a) Public Resources Code §§ 4292, 4293, and 4295; (b) Public Utilities Code § 451; (c) Public Utilities Commission General Order 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, 48-48.1; and, (d) Public Utilities Commission General Order 165;
- (21) An order to abate the existing and continuing nuisances caused by the Mosquito Fire;
- (22) Damages and injuries to trees and other vegetation
- (23) Punitive/exemplary damages;
- (24) Punitive and Exemplary damages in an amount according to proof as allowed under Civil Code § 3294;
- (25) Exemplary damages in an amount according to proof as allowed under Public Utilities Code § 2106 and/or any and all other statutory or legal bases that apply;
- (26) All costs of suit;
- (27) Prejudgment interest, according to proof;
- (28) Attorney’s fees, expert fees, consultant fees, and litigation costs and expenses, as allowed; under California Code of Civil Procedure § 1021.9, and/or any other statute; and,

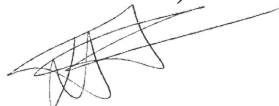
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(29) For such other and further relief as the Court shall deem proper, all according to proof.

Dated: January 18, 2023

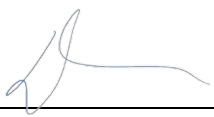
BARON & BUDD, P.C.

By: 

JOHN P. FISKE
JASON J. JULIUS
VICTORIA E. SHERLIN
TAYLOR A. O'NEAL

Dated: January 18, 2023

DIXON DIAB & CHAMBERS LLP

By: 

ED DIAB
DEBORAH S. DIXON
ROBERT J. CHAMBERS

Attorneys for Plaintiffs