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9 *Exempt From Filing Fees Pursuant to Gov. Code § 6103*

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF PLACER**
13 **UNLIMITED JURISDICTION**

14 PLACER COUNTY WATER AGENCY, a
public water agency,

15 Plaintiff,

16 vs.

17 PACIFIC GAS AND ELECTRIC COMPANY, a
18 California corporation; PG&E CORPORATION,
a California corporation; and DOES 1 through
19 100, inclusive,

20 Defendants.

CASE NO. S-CV-0049591

**EXEMPT FROM FILING FEES UNDER
GOVERNMENT CODE § 6103**

DEEMED VERIFIED UNDER CODE OF
CIVIL PROCEDURE § 446

COMPLAINT FOR:

1. INVERSE CONDEMNATION;
2. NEGLIGENCE;
3. PUBLIC NUISANCE;
4. PRIVATE NUISANCE;
5. PREMISES LIABILITY;
6. TRESPASS;
7. NEGLIGENCE PER SE;
8. PRIVATE ACTION UNDER PUBLIC UTILITIES CODE §2106;
9. VIOLATION OF HEALTH & SAFETY CODE § 13007; and
10. VIOLATION OF HEALTH & SAFETY CODE § 13009

JURY DEMANDED.

1 Plaintiff Placer County Water Agency (“Plaintiff” or “PCWA”) files this Complaint
2 against Defendants Pacific Gas and Electric Company, a California corporation, and PG&E
3 Corporation, a California corporation (collectively, “PG&E,” or “PG&E Parties”), and DOES 1
4 through 100, inclusive (collectively PG&E and DOES 1 through 100 are the “Defendants”), as
5 follows:

6 **INTRODUCTION**

7 1. PCWA is the primary water resource agency in Placer County. PCWA owns and
8 operates the Middle Fork American River Project (MFP). The MFP supplies water for homes,
9 industry, and agriculture within western Placer County and provides clean renewable energy to the
10 California electric grid. On September 6, 2022, PCWA’s critical supply of clean energy to Placer
11 County residents ceased when a massive wildfire, dubbed the Mosquito Fire, erupted in Placer
12 County, causing devastating harm to PCWA – and consequently many Placer County residents.

13 2. The large and destructive Mosquito Fire started on September 6, 2022, shortly after
14 6:00 p.m., lasted more than 30 days, and was caused by a defect or a malfunction with PG&E’s
15 electrical transmission facilities and equipment. A true and correct picture of the Mosquito Fire
16 mere moments after it started is shown here:



1 3. The Mosquito Fire destroyed more than 76,788 acres and 78 structures throughout
2 Placer and El Dorado Counties.

3 4. The Mosquito Fire started when PG&E's equipment failed, and contacted (or caused
4 sparks to contact) and ignited surrounding vegetation.

5 5. The Mosquito Fire damaged and/or permanently destroyed PCWA's electrical
6 facilities and its property. The Mosquito Fire also caused PCWA to evacuate the MFP and
7 prevented PCWA from generating critical power for the California grid, causing it to incur
8 significant damages as more fully described below.

9 6. As the Mosquito Fire progressed, it threatened additional PCWA facilities and, as it
10 approached the community of Foresthill, it caused PCWA to evacuate its Foresthill offices,
11 causing additional losses and damages to PCWA.

12 7. PCWA is informed and believes that the fire suppression effort alone cost more than
13 \$180 million, and at the Mosquito Fire's peak, more than 3,700 firefighters combated the Mosquito
14 Fire under the direction of the U.S. Forest Service. The Mosquito Fire has been California's largest
15 fire in 2022.

16 8. PCWA now sues PG&E Corporation, Pacific Gas and Electric Company, and DOES
17 1-100 for damages and all other available remedies arising from the harms caused by the Mosquito
18 Fire.

19 **PARTIES**

20 9. Plaintiff PCWA is a public agency, water purveyor, and electrical generator operating
21 in Placer County, California.

22 10. Defendant PG&E Corporation is a holding company incorporated in California and
23 headquartered in San Francisco, California. It is the parent company of Defendant Pacific Gas and
24 Electric Company. PG&E Corporation's primary asset is its equity interest in Pacific Gas and
25 Electric Company. Defendants PG&E Corporation and Pacific Gas and Electric Company will
26 collectively be referred to as the PG&E Parties.

27 11. Defendant Pacific Gas and Electric Company is a California corporation
28 headquartered in San Francisco, California. Pacific Gas and Electric Company is a private-

1 investor owned utility company that acts as the primary operating subsidiary of PG&E
2 Corporation. Pacific Gas and Electric Company provides public utility services that include, but
3 are not limited to, the generation, transmission, and distribution of electricity to customers in
4 Northern and Central California, including the residents of Placer and El Dorado Counties.

5 12. PCWA alleges that the PG&E Parties are jointly and severally liable for each other's
6 negligence, misconduct, and wrongful acts and/or omissions as alleged herein because:

7 a. Upon information and belief, the PG&E Parties commingle their assets and
8 operate as a single business enterprise, using the same facility located in San Francisco,
9 California;

10 b. Upon information and belief, Pacific Gas and Electric Company acts merely
11 as a shell, instrumentality, agent, and conduit for the purpose of carrying out PG&E Corporation's
12 business operations and for the benefit of PG&E Corporation;

13 c. Upon information and belief, the PG&E Parties have officers and
14 management so integrated with each other that they do not act independently and operate for the
15 benefit and interest of PG&E Corporation, with PG&E Corporation maintaining complete
16 administrative control over Pacific Gas and Electric Company;

17 d. PCWA is informed and believes, and upon such information and belief,
18 alleges that the PG&E Parties have the same insurers, which provide the same benefits, including
19 401k plans, Retirement Savings Plan, etc., to their employees, and, further, the PG&E Parties file
20 joint tax returns, as well as joint securities filings with the U.S. Securities and Exchange
21 Commission;

22 e. PG&E Corporation's executive management makes the policies and
23 decisions that are implemented by Pacific Gas and Electric Company;

24 f. Pacific Gas and Electric Company operates the cash management system of
25 PG&E Corporation;

26 13. The PG&E Parties filed voluntary petitions for relief under Chapter 11 of the
27 Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of California. The PG&E
28 Parties emerged from Chapter 11 on July 1, 2020.

1 14. The true names and capacities, whether individual, corporate, associate or otherwise,
2 of DOES 1 through 100, inclusive, are unknown to PCWA, who therefore sue these defendants by
3 their fictitious names. PCWA is informed and believes, and based upon this information and belief
4 alleges, that each of the fictitiously named defendants is in some manner responsible for the events
5 and happenings herein referred to, either contractually or tortuously, and caused the damage to
6 Plaintiff as herein alleged, under Code of Civil Procedure section 474. PCWA will amend this
7 Complaint to allege the true names and capacities of each of the fictitiously named defendants
8 when ascertained.

9 15. At all relevant times herein, each of the Defendants, including those fictitiously
10 named, was the agent, servant, employee, partner, joint venture or surety of the other Defendants
11 and was acting within the scope of said agency, employment, partnership, venture, or suretyship
12 with the knowledge and consent or ratification of each of the other Defendants in doing the things
13 alleged herein.

14 **JURISDICTION AND VENUE**

15 16. This Court has jurisdiction over this matter under Code of Civil Procedure section
16 410.10¹ because both PG&E Corporation and Pacific Gas and Electric Company are incorporated
17 in California, have their headquarters in California, do significant business in California, and
18 maintain the majority of their corporate assets in California.

19 17. Venue is proper in Placer County under Code of Civil Procedure section 392 because
20 the Mosquito Fire occurred in Placer County and caused significant damage to PCWA's real
21 property – land, soil, and affixed powerhouses, machinery, and other structures – in Placer County.

22 18. Venue is proper in Placer County under Code of Civil Procedure section 395.5
23 because both PG&E Corporation and Pacific Gas & Electric Company perform business in Placer
24 County, and a substantial part of the events, acts, omissions, and transactions complained of
25 occurred in Placer County. The Mosquito Fire and the resulting damages occurred in Placer
26 County.

27 _____
28 ¹ All references to statutes are California statutes unless otherwise identified.

1 19. The amount in controversy exceeds the jurisdictional minimum of this Court.

2 **GENERAL ALLEGATIONS**

3 **A. PCWA Produces Hydroelectric Power for California.**

4 20. PCWA's jurisdiction encompasses the County of Placer. Through the MFP, PCWA
5 produces a significant amount of hydroelectric energy that is transmitted by PG&E through the
6 California Independent System Operator ("CAISO") balancing authority area. The MFP is the
7 eighth largest public power project in California.

8 21. The MFP is located in Placer and El Dorado counties and on the Middle Fork of the
9 American River, Rubicon River, Duncan Creek and North and South Fork Long Canyon creeks. It
10 includes seven dams and five powerhouses: 15.3 MW French Meadows, 725 kW Hell Hole, 122.4
11 MW Middle Fork, 79.2 MW Ralston and 6.128 MW Oxbow.

12 22. The overall project is operated in a seasonal store and release mode and has an
13 average annual generation of approximately 1,039,078 MWh.

14 23. The MFP seasonally stores and releases water to meet consumptive demands within
15 western Placer County and to generate power. Water for consumptive purposes is released from
16 the MFP and re-diverted at two locations: (1) the American River Pump Station, located on the
17 North Fork of the American River near the City of Auburn; and (2) Folsom Reservoir.

18 24. For over 50 years, PCWA has operated the MFP as a multi-purpose project to benefit
19 the people of Placer County. The MFP is operated with respect to four objectives, as follows: (1) to
20 meet Federal Energy Regulatory Commission ("FERC") license requirements that protect
21 environmental resources and provide for recreation; (2) to meet the consumptive water demands of
22 western Placer County; (3) to generate power to help meet California's energy demand and
23 provide valuable support services required to maintain the overall quality and reliability of the
24 state's electrical supply system; and (4) to maintain project facilities to ensure their continued
25 availability and reliability.

26 25. Consumptive water supplied by PCWA is used to meet municipal, industrial, and
27 agricultural demands.

28

1 26. Hydroelectric power from the MFP is produced at five Project powerhouses with a
2 combined nameplate generating capacity of approximately 224 MW.

3 27. All electricity generated by the MFP is delivered to the CAISO through PG&E's
4 transmission system at switchyards and substations, typically located near the powerhouses.
5 PG&E's transmission system is not part of the MFP.

6 28. PCWA generates hydro-electric power but requires electrical interconnections with
7 transmission lines via interconnection agreements with PG&E and the CAISO.

8 **B. PG&E Was Required to Safely Install, Operate, and Maintain Its Electrical Lines**
9 **and Equipment.**

10 29. PG&E transmits electricity to the public in Placer County and El Dorado Counties.
11 As part of providing this service, PG&E designs, constructs, installs, operates, and maintains
12 overhead power lines, together with support poles, power line conductors, circuit breakers,
13 switches, and attached equipment, and other power distribution, transmission, and interconnection
14 facilities ("Electrical Equipment"). Such lines, poles and equipment are located around the origin
15 point of the Mosquito Fire.

16 30. As part of its responsibility for the safe operation of the Electrical Equipment in
17 Placer and El Dorado Counties, PG&E was required to ensure that the Electrical Equipment did
18 not threaten, harm, or cause injury to the public by making sure that all equipment was maintained
19 in a safe condition at all times, ensuring that its employees were properly trained and supervised to
20 maintain the safe operation of the Electrical Equipment, and de-energizing power lines during
21 conditions of high fire risk or following the ignition of a fire.

22 **C. PG&E Was Obligated to Ensure the Safe Operation of Its Transmission Equipment.**

23 31. On January 17, 2014, Governor Edmund G. Brown, Jr. proclaimed a State of
24 Emergency and directed state officials to take actions to mitigate against conditions that could
25 result from a drought.

26 32. In June 2014, the Public Utilities Commission of the State of California issued
27 Resolution ESRB-4 directing investor-owned electric utilities "to take remedial measures to reduce
28

1 the likelihood of fires started by or threatening utility facilities.” Pacific Gas and Electric Company
2 was directly named as one of the investor-owned electric utilities.

3 33. PG&E had an obligation to comply with applicable regulations and statutes in its
4 design, installation, construction, repair, maintenance, inspection and/or operation of its Electrical
5 Equipment.

6 34. Those statutes and regulations include, but are not limited to: (1) Public Resource
7 Code sections 4292 (firebreak from utility pole), 4293 (clearance requirements for conductors and
8 power lines), and 4435 (negligent fire causation); (2) Public Utilities Code section 451, Public
9 Utilities Code section 8386 et seq. (obligation to maintain electrical lines to minimize the risk of
10 catastrophic wildfires and requirements for wildfire mitigation plans); (3) Code of Civil Procedure
11 section 733 (damage to timber and trees); and (4) CPUC General Order Numbers 95 (power line
12 clearance) and 165 (inspection cycles for electric distribution facilities).

13 35. California’s drought only increased the risk of wildfire and consequently increased
14 PG&E’s duty of care to prevent wildfires.

15 36. PG&E has a duty to maintain, inspect, operate, and/or repair its infrastructure and
16 Electrical Equipment to prevent wildfires and protect public safety. PG&E should be keenly aware
17 of that duty given that on April 16, 2021, it was placed into Step 1 of an Enhanced Oversight and
18 Enforcement Process by the CPUC under Resolution M-4852 for making insufficient progress
19 toward approved safety or risk-driven investment related to its electric business. Various reports,
20 decisions, and PG&E resources, such as the CPUC’s Utility Wildfire Mitigation Strategy and
21 Roadmap for the Wildfire Safety Division and even PG&E’s own Wildfire Mitigation Plans and its
22 Community Wildfire Safety Program have indicated how PG&E can achieve its duty regarding
23 wildfire prevention and public safety protection, including, but not limited to: (1) putting electrical
24 equipment underground in wildfire-prone areas; (2) increasing inspections; (3) creating protocols
25 for shutting down electrical operations in emergency situations; (4) modernizing electrical
26 infrastructure; and (5) prioritizing highest risk power lines for safety or risk-driven investments.

27
28

1 37. Based on its past record, PG&E and its directors and officers knew (or, as it may
2 argue, should have known) that failure to comply with applicable standards and requirements was
3 negligent and would create a risk of wildfires.

4 **D. PG&E Has a Long History of Its Negligence and/or Poor Safety Record of Causing**
5 **Wildfires Within California.**

6 38. Unfortunately, the Mosquito Fire is not an isolated incident but rather is just one of
7 many catastrophic wildfires in Northern California caused by PG&E's recurring safety failures.
8 Over the past few decades, PG&E has been subject to numerous fines, penalties, and/or
9 convictions as a result of its failure to abide by governing safety rules and regulations.

10 39. **Trauner Fire (1994)**: The Trauner Fire was a wildfire in 1994 that burnt through 500
11 acres of land in Nevada County, destroying homes and other structures as well as a schoolhouse.
12 Investigators determined that the fire started when a power line brushed against a tree branch that
13 PG&E was supposed to have kept trimmed. A jury convicted PG&E of criminal negligence for its
14 failure to trim vegetation near its power lines.

15 40. **Pendola Fire (1999)**: In 1999, the Pendola fire started due to a rotten tree falling on a
16 power line. The fire burned through over 11,000 acres in the Tahoe and Plumas national forests
17 and caused millions of dollars' worth of damage. The government claimed that PG&E was
18 responsible for the fire because it should have removed the rotted tree.

19 41. **Butte Fire (2015)**: In September 2015, the Butte Fire burned over 70,000 acres,
20 killed two people and destroyed over 900 homes and/or structures. In June 2017, a Judge ruled that
21 because "...the Butte Fire was caused by a public improvement as deliberately designed and
22 constructed by Pacific Gas and Electric Company," the company was liable for all property
23 damages caused by the fire.

24 42. **Camp Fire (2018)**: In 2018, the Camp Fire started due to poorly maintained
25 electrical transmission and distribution lines owned and operated by PG&E. The Camp Fire burned
26 over 153,000 acres, claimed at least 85 lives and injured others, and destroyed thousands of
27 structures and residences. PG&E pled guilty to 84 counts of involuntary manslaughter in
28 connection with the fire, as well as for unlawfully and recklessly causing the fire.

1 43. **Kincade Fire (2019)**: In October 2019, the Kincade Fire burned over 77,000 acres
2 and destroyed 374 structures in Sonoma County. PG&E was issued a \$125 million penalty by the
3 CPUC as its investigators found that the fire was caused when a worn jumper cable installed in the
4 1970s failed and snapped off a transmission tower.

5 44. **Zogg Fire (2020)**: In September 2020, the Zogg Fire burned 56,338 acres, destroyed
6 204 structures and damaged 27 more, and caused four fatalities and one injury. The CPUC has
7 proposed imposing \$155.4 million in fines and multiple corrective actions for PG&E violations
8 related to the Zogg Fire.

9 45. **Dixie Fire (2021)**: In July 2021, the Dixie Fire burned over 963,000 acres, destroyed
10 1,329 structures and damaged 95 additional structures. Cal Fire reported that it determined that the
11 Dixie Fire was caused by a tree contacting electrical distribution lines owned and operated by
12 PG&E.

THE MOSQUITO FIRE

13
14 46. The Mosquito Fire was reported to have started on September 6, 2022, four miles
15 east of Foresthill, California. The Mosquito Fire quickly burned through thousands of acres,
16 destroying everything in its path.

17 47. Over 30 days, the Mosquito Fire burned over 76,000 acres and destroyed over 78
18 structures.

19 48. PG&E has a non-delegable duty as to the operation of its power transmission and
20 distribution systems and their maintenance, inspection, and repair imposed by the CPUC and
21 Public Utilities Code, including General Order 165.

22 49. PG&E had actual knowledge about the significant risk of wildfires from its unsafe
23 equipment, and/or aging infrastructure for decades before the Mosquito Fire began. PG&E knew
24 that its Electrical Equipment could cause wildfires and that wildfire could result in the destruction
25 of structures and property around its Electrical Equipment (including power poles and power
26 lines).

27 50. Defendants, and each of them, were familiar with the fire risks involved in the
28 ownership, operation, and management of the Electrical Equipment, especially in the area where

1 the Mosquito Fire occurred. PG&E has provided electricity to the area for decades and understands
2 the fire risks inherent in the area.

3 51. Defendants, and each of them, were aware that the Electrical Equipment was located
4 in an area, where, due to environmental conditions, they posed an increased risk of wildfires.

5 52. As one CPUC Order reported, “[p]oorly maintained poles and attachments have
6 caused substantial property damage and repeated loss of life in [California]”, and the CPUC “is
7 aware of a number of instances where overloaded poles and/or insufficiently maintained
8 attachments have caused fires and other accidents, resulting in millions of dollars of property
9 damage and human dislocation, and in multiple cases directly or indirectly causing fatalities.”

10 53. Investor-owned electrical corporations, such as PG&E, are required to submit
11 Wildfire Mitigation Plans to the Office of Energy Infrastructure Safety (“Energy Safety”)
12 assessing their level of wildfire risk and providing plans for wildfire risk reduction. PG&E’s 2021
13 Wildfire Mitigation Action Plan provided to Energy Safety reported that PG&E would perform
14 “Circuit breaker maintenance and installation to de-energize lines upon detecting a fault” through
15 “Remediation, adjustments, or installations of new equipment to improve or replace existing fast
16 switching circuit breaker equipment to improve the ability to protect electrical circuits from
17 damage caused by overload of electricity or short circuit.”

18 54. PG&E has expertise in the transmission of electricity, has experienced similar, prior
19 failures that have led to wildfires and had, at all relevant times, knowledge of the area’s risk for
20 wildfires. Despite this knowledge, PG&E repeatedly failed to properly inspect, maintain, repair,
21 and operate its Electrical Equipment, which caused the Mosquito Fire to start.

22 55. PG&E reported to the SEC that the United States Forest Service “has indicated to
23 Pacific Gas and Electric Company (the “Utility”), a subsidiary of PG&E Corporation, an initial
24 assessment that the fire started in the area of the Utility’s power line on National Forest System
25 lands and that the USFS is performing a criminal investigation into the 2022 Mosquito fire. On
26 September 24, 2022, the USFS removed and took possession of one of the Utility’s transmission
27 poles and attached equipment....”
28

1 **E. The Mosquito Fire Has Damaged PCWA**

2 56. After the Mosquito Fire started, PCWA evacuated all of its employees from the area,
3 including from its MFP powerhouses and facilities; coordinated with emergency responders as to
4 the location and protection of agency assets; and opened its facilities in Foresthill and Auburn to
5 personnel working on the front lines of the fire.

6 57. The Mosquito Fire caused significant damage to PCWA structures, including
7 physical damage to facilities, machinery and the surrounding land and soil. The fire damage and
8 destruction also reduced the value of PCWA's affected properties. The damage and destruction
9 caused PCWA to lose tens of millions of dollars in power production sales. PCWA was also
10 forced to cease operations for a period of time, leading to significant damages.

11 58. PCWA also incurred costs associated with response and recovery, including, but not
12 limited to, emergency response costs, and other damage to infrastructure, damages related to water
13 debris and turbidity loading (including correction expenses, loss of water storage, and loss of water
14 for PCWA's wholesale and retail customers.)

15 59. PCWA has also been damaged in the following, but not limited, ways:

16 a. PCWA has incurred costs associated with operation of maintenance
17 performed during and in the aftermath of the fire;

18 b. PCWA has incurred costs from the loss of its power systems workforce while
19 they could not access the project facilities during closures resulting from the Mosquito Fire;

20 c. PCWA has incurred costs of watershed, waterway, and water body
21 management and protection;

22 d. PCWA has incurred damages related to soil erosion and mitigation;

23 e. PCWA has incurred damages from lost revenue generation from the MFP;

24 f. PCWA has incurred damages related to its delayed FERC license
25 implementation and capital project;

26 g. PCWA has incurred damages from its lost access to the project facilities to
27 perform operation and maintenance;

28

1 h. PCWA has incurred damages from emergency inspection costs, evacuation
2 costs for its employees, hazardous tree removal, and other costs.

3 i. PCWA has incurred damages related to water debris and turbidity loading;
4 and

5 j. PCWA has incurred other damages in an amount to be proven at trial.

6 **FIRST CAUSE OF ACTION**

7 **(INVERSE CONDEMNATION AGAINST DEFENDANTS)**

8 60. PCWA incorporates and realleges by this reference each of the paragraphs above as
9 though fully set forth herein.

10 61. Article One, Section 19 of the California Constitution provides that:
11 “Private property may be taken or damaged for a public use and only when just compensation,
12 ascertained by a jury unless waived, has first been paid to, or into court for, the owner.”

13 62. Entities subject to Inverse Condemnation include investor-owned utilities, such as
14 Defendants.

15 63. At all relevant times herein, PCWA was the owner, tenant, and/or lawful occupant of
16 its real and/or personal property in Placer County.

17 64. Before and on September 6, 2022, Defendants installed, owned, operated, used,
18 controlled, and/or maintained for public use the Electrical Equipment at issue in this matter, which
19 is located in Placer County, California.

20 65. Defendants have sole responsibility for the safe and reliable operation and
21 maintenance of electrical transmission and distribution lines, and structures, including the
22 Electrical Equipment, and supporting equipment at and around the area of the start of the Mosquito
23 Fire, and those facilities constitute an “electric plant” which is dedicated to serving the public,
24 under Public Utilities Code sections 217.

25 66. Defendants’ Electrical Equipment, infrastructure and other electric plan, as designed
26 and constructed, present an inherent danger and risk of fire to private and public property. In
27 acting in furtherance of the public objective of supplying electricity, Defendants, and each of them,
28

1 took and did take a known, calculated risk on or about September 6, 2022, that private and public
2 property would be damaged and destroyed by fire.

3 67. On September 6, 2022, as a direct, necessary, and legal result of Defendants’
4 installation, ownership, operation, use, control, and/or maintenance of the Electrical Equipment for
5 public use, and Defendants’ failure to properly maintain the surrounding vegetation, Defendants,
6 and each of them, started the Mosquito Fire which directly, proximately, and substantially resulted
7 in damage to PCWA’s private property and deprived it of the use and enjoyment of its property.

8 68. Defendants’ operation of their Electrical Equipment, lines, and infrastructure were a
9 substantial cause of PCWA’s damages.

10 69. PCWA has not received adequate compensation for the damage to and/or destruction
11 of its real and personal property, thus constituting a taking of PCWA’s property by Defendants,
12 and each of them, without just compensation, in an amount to be proven at trial.

13 70. As a result of Defendants’ acts and omissions, PCWA has incurred and will continue
14 to incur costs, disbursements, expenses, and lost revenues, including reasonable attorney’s fees,
15 experts’ and consultant fees in amounts that will also be proven at trial, and which are recoverable
16 under Code of Civil Procedure section 1036. PCWA is entitled to recover all reasonable costs,
17 disbursements, and expenses, “including reasonable attorney, appraisal, and engineering fees
18 actually incurred because of that proceeding in the trial court or in any appellate proceeding in
19 which the plaintiff prevails on any issue in that proceeding.”

20 **SECOND CAUSE OF ACTION**

21 **(NEGLIGENCE AGAINST ALL DEFENDANTS)**

22 71. PCWA incorporates and realleges by this reference each of the paragraphs above as
23 though fully set forth herein.

24 72. Defendants, and/or each of them, have a non-delegable duty to reasonably and
25 properly maintain the Electrical Equipment in their possession in a reasonably safe condition, as
26 well as the surrounding vegetation, taking into consideration with all applicable statutory,
27 regulatory, and/or professional standards of care, in order to prevent the surrounding vegetation
28 from coming into contact with the Electrical Equipment in a way that could cause a wildfire.

1 73. Defendants, and each of them, breached their duty to PCWA by failing to timely and
2 properly maintain, manage, inspect, and monitor the Electrical Equipment and adjacent vegetation
3 in the area of the fire origin area in order to prevent that vegetation from coming into contact with
4 the Electrical Equipment in a way that could cause a wildfire.

5 74. As a direct, foreseeable, and proximate result of Defendants' breach of their duty to
6 PCWA, the Electrical Equipment came into contact with surrounding vegetation and caused the
7 Mosquito Fire.

8 75. As a direct, foreseeable, and proximate result of Defendants' breach of their duty to
9 PCWA, PCWA incurred significant and actual damages, in an amount to be proven at trial.

10 76. PCWA also seeks the imposition of punitive and exemplary damages against
11 Defendants for its despicable conduct and willful and conscious disregard for the rights and public
12 safety of the community, its residents, business owners, tourists, and others, as described herein.

13 **THIRD CAUSE OF ACTION**

14 **(PUBLIC NUISANCE AGAINST ALL DEFENDANTS)**

15 77. PCWA incorporates and realleges by this reference each of the paragraphs above as
16 though fully set forth herein.

17 78. Defendants, and each of them, installed, erected, inspected, and/or maintained the
18 Electrical Equipment and/or surrounding vegetation in the area of the origin of the Mosquito Fire
19 in a manner that caused it and that was therefore injurious to health, offensive to the senses,
20 obstructive to the free use of property and comfortable enjoyment of life or property, and
21 obstructive to the free passage of streets, highways, navigable waters, and/or public parks by
22 citizens and inhabitants of Placer County.

23 79. The damaging effects of the Defendants' willful, reckless, and/or negligent acts and
24 omissions are ongoing and affect the public at large.

25 80. Defendants, and each of them, breached their duty to the public, including PCWA, to
26 conduct their business, including the maintenance and/or operation of their Electrical Equipment
27 and power lines, power poles, and any adjacent vegetation, in a manner that did not harm, threaten,
28 injure or interfere with the public welfare, causing ongoing harm to the public at large.

1 81. Defendants, and each of them, by their actions, conduct and/or omissions and failure
2 to act, created a condition which was harmful to the health and safety of the public, including
3 PCWA, and interfered with the comfort, occupancy, use and enjoyment of PCWA's property,
4 including its equipment and structures thereon. PCWA did not consent to the wrongful conduct of
5 Defendants, and each of them, acting in the foregoing manner.

6 82. The hazardous conditions which were created and/or caused by Defendants, and each
7 of them, affected a substantial number of people within the general public, including PCWA, and
8 constituted a public nuisance under Civil Code sections 3479, 3480, 3481, and 4171 as well as
9 Code of Civil Procedure section 731. Further, uncontrolled wildfire constituted a public nuisance
10 under Public Resources Code section 4170.

11 83. A reasonable, ordinary person would be annoyed or disturbed by the conditions
12 created by Defendants' acts and omissions and the resulting Mosquito Fire.

13 84. Defendants therefore created a public nuisance under applicable law, including, but
14 not limited to, Civil Code sections 3479 and 3480, Public Resources Code sections 4104 and 4170,
15 and Code of Civil Procedure section 731, and are liable to PCWA for significant and actual
16 damages as described herein and in an amount to be proven at trial, as well as costs, and attorneys'
17 fees.

18 85. Under Civil Code section 3493, PCWA has standing to maintain an action for public
19 nuisance because PCWA suffered harm that is different from the type of harm suffered by the
20 general public. Specifically, PCWA has lost the occupancy, possession, use and/or enjoyment of
21 its land, real and/or personal property, and lost the ability to produce power from certain facilities
22 for a significant length of time. Defendants, and each of their conduct, unreasonably interferes
23 with the comfortable enjoyment of PCWA's property and obstructs the free use of the PCWA's
24 Property.

25 86. PCWA suffered injuries and damages including, but not limited to, the following:

- 26 a. loss of natural resources;
- 27 b. property damages including real and personal property;
- 28 c. evacuation expenses;

- d. increased expenses from operation of maintenance performed during and in the aftermath of the fire.
- e. economic damages such as losses from impacts on ability to produce power;
- f. costs associated with response and recovery, including debris removal, emergency response, and other costs;
- g. administration, funding and operation of emergency operation centers;
- h. damage to infrastructures;
- i. damages based on soil erosion, and loss of soil stability;
- j. damages related to water debris and turbidity loads;
- k. loss of water storage;
- l. lost revenue generation from the MFP;
- m. damages related to its delayed FERC license implementation and capital;
- n. damages from emergency inspection costs, evacuation costs for its employees, hazardous tree removal, and other costs; and
- o. other significant injuries, damages, and losses directly related to and caused by the Mosquito Fire to PCWA in an amount to be proven at trial.

87. As a further direct and legal result of the conduct of Defendants, and/or each of them, PCWA has suffered, and will continue to be harmed by, the interference with PCWA's occupancy, possession, use and/or enjoyment of its property.

88. The conduct of Defendants, and/or each of them, is unreasonable and the seriousness of the harm to the public, including PCWA herein, outweighs the social utility of Defendants' conduct.

89. The individual and/or collective conduct of Defendants, and each of them, which resulted in the Mosquito Fire, is not isolated, but rather is ongoing and a repeated course of conduct.

90. For these reasons, PCWA seeks a permanent injunction ordering that Defendants, and each of them, cease their continued violation of (a) General Order No 95; (b) General Order

1 No 165; (c) Public Resources Code sections 4292, 4293, and 4435; and (d) Public Utilities Code
2 section 451.

3 91. PCWA also requests an order directing Defendants, and each of them, to abate the
4 existing and continuing nuisance.

5 92. As a direct and proximate result of the conduct of Defendants and the resultant fire,
6 PCWA incurred significant and actual damages, as described herein and in an amount to be proven
7 at trial.

8 **FOURTH CAUSE OF ACTION**

9 **(PRIVATE NUISANCE AGAINST ALL DEFENDANTS)**

10 93. PCWA incorporates and realleges by this reference each of the paragraphs above as
11 though fully set forth herein.

12 94. PCWA owns and holds property rights to real property, and improvements and
13 fixtures thereon, located in Placer County.

14 95. Defendants, and/or each of them, by their actions and/or omissions set forth above,
15 directly and legally obstructed PCWA's free use of its property, invaded PCWA's right to use its
16 property, and interfered with the quiet enjoyment of its property, resulting in PCWA suffering
17 unreasonable harm and substantial actual damages constituting a nuisance under Civil Code
18 sections 3479 and 3481.

19 96. As a direct and proximate result of the wrongful acts and/or omissions of Defendants
20 and/or each of them, PCWA suffered, and continues to suffer, the injuries and damages as set forth
21 above.

22 97. PCWA suffered other injuries and damages not yet identified, including those unique
23 to a water agency such as PCWA.

24 98. PCWA also seeks the imposition of punitive and exemplary damages against
25 Defendants for their despicable conduct and willful and conscious disregard for the rights and
26 safety of others, as described herein.

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1 **FIFTH CAUSE OF ACTION**

2 **(PREMISES LIABILITY AGAINST ALL DEFENDANTS)**

3 99. PCWA incorporates and realleges by this reference each of the paragraphs above as
4 though fully set forth herein.

5 100. Defendants, and/or each of them, have access rights to real property in the area of the
6 origins of the Mosquito Fire, and/or were the owners of Electrical Equipment upon said property.

7 101. Defendants, and/or each of them, have a non-delegable duty to reasonably and
8 properly maintain the Electrical Equipment and the Electrical Equipment in their possession and/or
9 on their property in a reasonably safe condition as well as the surrounding vegetation, taking into
10 consideration all applicable statutory, regulatory, and/or professional standards of care, in order to
11 prevent surrounding vegetation from coming into contact with the Electrical Equipment in a way
12 that could cause a wildfire.

13 102. Defendants, and/or each of them, acted wantonly, recklessly, and/or negligently in
14 failing to properly inspect, manage, maintain, and/or control the Electrical Equipment allowing an
15 unsafe condition presenting a foreseeable risk of fire danger to exist on said property.

16 103. As a direct and proximate result of the wrongful acts and/or omissions of Defendants,
17 and/or each of them, PCWA suffered, and continues to suffer, the injuries and damages as set forth
18 above.

19 104. PCWA suffered injuries and damages as described above including, but not limited
20 to, the following:

- 21 a. Damage to PCWA structures, including physical damage at the powerhouses to
22 equipment and machinery and the surrounding land and soil;
 - 23 b. Reduced value of PCWA's affected properties.
 - 24 c. The destruction and/or negative impacts to PCWA, which caused PCWA to
25 lose millions of dollars per day in power production sales.
 - 26 d. PCWA was also forced to cease operations for a period of time, leading to
27 significant damages.
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- 1 e. Power production from the Middle Fork American River Project was severely
2 curtailed.
- 3 f. PCWA incurred costs associated with response and recovery, including debris
4 removal, emergency response, and other costs, damage to infrastructure,
5 damage related to water debris and turbidity loading including water quality
6 preservation and correction expenses, and loss of water storage.

7 105. PCWA has also been damaged in the following ways:

- 8 a. It has incurred costs of watershed, waterway, and water body management and
9 protection;
- 10 b. It has incurred damages related to soil erosion and mitigation;
- 11 c. It has incurred increased expenses from operation of maintenance performed
12 during and in the aftermath of the fire;
- 13 d. It has incurred costs from the loss of its power systems workforce while they
14 could not access the project facilities during closures resulting from the
15 Mosquito Fire;
- 16 e. It has incurred damages from lost revenue generation from the MFP;
- 17 f. It has incurred damages related to its delayed FERC license implementation
18 and capital project;
- 19 g. It has incurred damages from its lost access to the project facilities to perform
20 operation and maintenance;
- 21 h. It has incurred damages from emergency inspection costs, evacuation costs for
22 its employees, hazardous tree removal, and other costs; and,
- 23 i. It has incurred damages related to water debris and turbidity loading.

24 106. PCWA suffered other injuries and damages not yet identified, including those unique
25 to PCWA, in an amount to be proven at trial.

26 107. PCWA also seeks the imposition of punitive and exemplary damages against
27 Defendants for their despicable conduct and willful and conscious disregard of the rights and
28 safety of others, as described herein.

1 **SIXTH CAUSE OF ACTION**

2 **(TRESPASS AGAINST ALL DEFENDANTS)**

3 108. PCWA incorporates and realleges by this reference each of the paragraphs above as
4 though fully set forth herein.

5 109. At all times relevant herein, PCWA owned and/or lawfully occupied property and the
6 structures damaged by the Mosquito Fire located in Placer County, resulting in a trespass upon
7 PCWA's property interests.

8 110. Defendants' negligent, reckless, and/or intentional acts and omissions, as described
9 herein, caused the Mosquito Fire and the resulting harm, damage, and injuries, resulting in trespass
10 upon PCWA's property interests.

11 111. Defendants, and each of their actions, caused the Mosquito Fire and allowed it to
12 ignite and/or spread out of control.

13 112. PCWA did not consent to or grant permission for Defendants, and each of them, to
14 any trespass arising from Defendants' negligent, reckless, and/or intentional acts and omissions,
15 and Defendants knew or reasonably should have known that PCWA has not consented to such
16 trespass.

17 113. Defendants, and each of them, and including one or more of PG&E's officers,
18 directors and managers, knowingly acted recklessly and with intentional disregard of the public's
19 safety and property, which caused the trespass and substantially caused the Mosquito Fire, which
20 was a substantial factor in PCWA's damages.

21 114. As a direct, proximate and substantial cause of the trespass, PCWA has suffered and
22 will continue to suffer damages, including, but not limited to, damage to property, discomfort, and
23 annoyance in an amount to be proven at trial.

24 115. As a further direct and proximate result of the conduct of Defendants, and each of
25 them, PCWA has been forced to hire and retain counsel to recover compensation for loss and
26 damage, and is entitled to recover all attorney's fees, expert fees, consultant fees, and litigation
27 costs and expenses, as allowed under Code of Civil Procedure section 1021.9.

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1 116. Further, PCWA seeks damages and treble damages for wrongful injuries to timber,
2 trees and other wood on its property, as allowed under Civil Code section 3346.

3 117. The PCWA suffered other injuries and damages not yet identified, including those
4 unique to PCWA.

5 118. PCWA also seeks the imposition of punitive and exemplary damages against
6 Defendants for their despicable conduct and willful and conscious disregard of the rights and
7 safety of others, as described herein.

8 **SEVENTH CAUSE OF ACTION**

9 **(NEGLIGENCE PER SE AGAINST ALL DEFENDANTS)**

10 119. PCWA incorporates and realleges by this reference each of the paragraphs above as
11 though fully set forth herein.

12 120. Defendants, and each of them, at all relevant times herein had a duty to design,
13 install, construct, maintain, inspect, and operate their Electrical Equipment as well as to maintain
14 the surrounding vegetation in compliance with all applicable rules and regulations. Included
15 among those applicable rules and regulations are the following: (1) Public Utilities Commission
16 General Order 95, Rules 31.2 and 38; (2) Public Resources Code sections 4292, 4293, and 4435;
17 (3) Public Utilities Code section 451; and (4) Public Utilities Commission General Order 165.

18 121. Violations of these statutes and regulations constitute unreasonable conduct and
19 negligence per se.

20 122. Defendants, and each of their willful, reckless, and/or negligent acts and omissions,
21 as described herein, violated the duties and laws above, including, but not limited to (1) failing to
22 properly design the Electrical Equipment; (2) failing to properly inspect or maintain the Electrical
23 Equipment; (3) failing to conduct appropriate inspection protocols; (4) failing to design, construct,
24 maintain and operate the Electrical Equipment for the safe transmission of electricity considering
25 the known dry conditions surrounding the Electrical Equipment; (5) failing to properly safeguard
26 against fire ignition and arcing events by PG&E employees and by maintaining appropriate
27 Electrical Equipment; and (6) by failing to comply with statutory and regulatory requirements.

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1 123. The violation of General Order 95, including, but not limited to, Rules 31.2
2 (inspection of lines) and 38 (minimum clearance of wires from other wires); Public Resources
3 Code sections 4292, 4293, and 4435; Public Utilities Code section 451; and CPUC General Order
4 165 (inspection requirements for electric distribution and transmission facilities) by the
5 Defendants, and each of them, proximately and substantially caused PCWA's injuries and
6 damages.

7 124. As a direct, foreseeable, and proximate result of Defendants' failure to comply with
8 applicable laws, orders, and regulations, the Electrical Equipment started the Mosquito Fire.

9 125. PCWA was and is within the class of persons for whose protection the statutes and
10 regulations were enacted and issued, including, but not limited to, Rules 31.2 (inspection of lines)
11 and 38 (minimum clearance of wires from other wires); Public Resources Code sections 4292,
12 4293, and 4435; Public Utilities Code section 451; and CPUC General Order 165.

13 126. As a direct, foreseeable, and proximate result of Defendants' failure to comply with
14 applicable laws, orders, and regulations, PCWA incurred significant and actual damages, as
15 described herein, and in an amount to be proven at trial. Defendants are therefore negligent per se.

16 127. PCWA also seeks the imposition of punitive and exemplary damages against
17 Defendants for their despicable conduct and willful and conscious disregard of the rights and
18 safety of others, as described herein.

19 **EIGHTH CAUSE OF ACTION**

20 **(PRIVATE ACTION UNDER PUBLIC UTILITIES CODE § 2106**

21 **AGAINST ALL DEFENDANTS)**

22 128. PCWA incorporates and realleges by this reference each of the paragraphs above as
23 though fully set forth herein.

24 129. Pacific Gas and Electric Company was at all relevant times and is a "public utility"
25 under Public Utilities Code section 216 and wholly owned subsidiary of PG&E Corporation.

26 130. As a public utility and employees of a public utility, Defendants, and each of them,
27 are legally required to comply with the rules and orders of the CPUC under Public Utilities Code
28 section 702.

1 131. Under Public Utilities Code section 2106, a “public utility which does, causes to be
2 done, or permits any act, matter, or thing prohibited or declared unlawful, or which omits to do any
3 act, matter, or thing required to be done, either by the Constitution, any law of this State, or any
4 order or decision of the commission, shall be liable to the persons or corporations affected thereby
5 for all loss, damages, or injury caused thereby or resulting therefrom.”

6 132. As public utilities under Public Utilities Code section 451, Defendants, and each of
7 them, are required to “furnish and maintain such adequate, efficient, just, and reasonable service,
8 instrumentalities, equipment, and facilities...as are necessary to promote the safety, health,
9 comfort, and convenience of its patrons, employees, and the public.”

10 133. As public utilities, Defendants, and each of them, are legally required to provide and
11 maintain service, equipment, and facilities in a manner adequate to protect the safety, health, and
12 convenience of its customers and the public, under Public Utilities Code section 451.

13 134. Under Public Utility Commission General Order 95, Rule 33.1, and General Order
14 165, Defendants, and each of them, were required to “design[], construct[], and maintain[]” the
15 Electrical Equipment, with “regard being given to the conditions under which they are to be
16 operated, to enable the furnishing of safe, proper, and adequate service.”

17 135. For all particulars not specified in these rules, design, construction, and maintenance
18 should be done in accordance with accepted good practice for the given local conditions known at
19 the time by those responsible for the design, construction, or maintenance of communication or
20 supply lines and equipment.

21 136. Defendants, and each of them, are also legally required to maintain vegetation in
22 compliance with Public Resources Code sections 4293, 4294, and 4435, and Health and Safety
23 Code section 13001.

24 137. Public Utilities Code section 2106 creates a private right of action against “[a]ny
25 public utility which does, causes to be done, or permits any act, matter, or thing prohibited or
26 declared unlawful, or which omits to do any act, matter, or thing required to be done, either by the
27 Constitution, any law of this State, or any order or decision of the commission.... ”
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1 138. As a Public Utility, each of the Defendants at all times herein had a duty to properly
2 design, construct, operate, maintain, inspect, and manage the Electrical Equipment, as well as to
3 maintain surrounding vegetation in compliance with all relevant statutes, rules and regulations.

4 139. Defendants' willful, reckless, and/or negligent acts and omissions, as described
5 herein, violated the above-listed requirements, and Defendants are therefore liable for PWCA's
6 losses, damages, and/or injuries, as discussed herein and in an amount to be proven at trial, under
7 Public Utilities Code section 2106.

8 140. PCWA were and are within the class of persons for whose protection the applicable
9 orders, decisions, directions, rules or statutes were adopted, including, but not limited to, those
10 stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43, 43.2, 44.1-44.4, and 48-48.1;
11 (b) General Order No. 165; (c) Code of Civil Procedure section 733; (d) Public Resources Code
12 sections 4292, 4293, and 4435; and (e) Public Utilities Code section 451.

13 141. Accordingly, Defendants are liable to PCWA for all losses and damages caused by
14 Defendants, and each of their violation of applicable orders, decisions, directions, rules or statutes,
15 including, but not limited to, those stated in: (a) General Order No. 95, Rules 31.1-31.5, 35, 38, 43,
16 43.2, 44.1-44.4, and 48-48.1; (b) General Order No. 165; (c) Code of Civil Procedure section 733;
17 (d) Public Resources Code sections 4292, 4293, and 4435; and (e) Public Utilities Code section
18 451.

19 142. PCWA also seeks the imposition of punitive and exemplary damages against
20 Defendants, and each of them, for their despicable, willful, and conscious disregard for the rights
21 and safety of others, as described herein.

22 **NINTH CAUSE OF ACTION**

23 **(VIOLATION OF HEALTH & SAFETY CODE § 13007, et seq.**

24 **AGAINST ALL DEFENDANTS)**

25 143. PCWA incorporates and realleges by this reference each of the paragraphs above as
26 though fully set forth herein.

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1 144. By engaging in the acts and/or omissions alleged in this Complaint, Defendants,
2 and/or each of them, “willfully, negligently, and in violation of law, set fire to and/or allowed fire
3 to be set to the property of another in violation of Health & Safety Code section 13007.”

4 145. As a direct, legal, and proximate result of Defendants’, and each of their violations of
5 Health & Safety Code section 13007, PCWA suffered recoverable damages to property under
6 Health & Safety Code section 13007.21, and continues to suffer the injuries and damages
7 described above.

8 146. As a further direct, legal, and proximate result of the Defendants, and/or each of their
9 violation of Health & Safety Code section 13007, PCWA is entitled to reasonable attorney’s fees
10 under Code of Civil Procedure section 1021.9 for pursuing this cause of action.

11 147. PCWA also suffered other injuries and damages not yet identified and subject to
12 proof at trial.

13 148. Further, the conduct of the Defendants, and each of them, as described herein was
14 despicable and subjected PCWA to cruel and unjust hardship in conscious disregard of its rights
15 and the rights and safety of others, for which Defendants, and each of them, must be punished by
16 the imposition of punitive and exemplary damages against Defendants in an amount according to
17 proof.

18 149. An officer, director, or managing agent of Defendants, and each of them, personally
19 committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this
20 Complaint.

21 **TENTH CAUSE OF ACTION**

22 **(VIOLATION OF HEALTH & SAFETY CODE § 13009, et seq.**

23 **AGAINST ALL DEFENDANTS)**

24 150. PCWA incorporates and realleges by this reference each of the paragraphs above as
25 though fully set forth herein.

26 151. By engaging in the acts and conduct alleged herein, Defendants, and each of them,
27 willfully, negligently, and in violation of law, set fire to and/or allowed fire to be set to the
28 property of PCWA’s property in violation of Health & Safety Code section 13009, et seq.

1 152. Defendants', and each of their violation of Health & Safety Code section 13009, *et*
2 *seq.*, directly, legally, and proximately caused PCWA to suffer recoverable damages, including fire
3 suppression costs.

4 153. As a further legal result of the violation of Health and Safety Code section 13009, *et*
5 *seq.*, by Defendants, and each of them, PCWA suffered damages that entitles it to reasonable
6 attorney's fees under Code of Civil Procedure section 1021.9 for pursuing this cause of action.

7 154. Further, the conduct of the Defendants, and each of them, as described herein was
8 despicable and subjected PCWA to cruel and unjust hardship in conscious disregard of its rights
9 and the rights and safety of others, for which Defendants, and each of them, must be punished by
10 the imposition of punitive and exemplary damages against Defendants in an amount according to
11 proof.

12 155. An officer, director, or managing agent of Defendants, and each of them, personally
13 committed, authorized, and/or ratified the despicable and wrongful conduct alleged in this
14 Complaint.

15 **PRAYER FOR RELIEF**

16 PCWA seeks the following damages in an amount according to proof at the time of trial:

17 **For Inverse Condemnation:**

- 18 1. Damages according to proof;
 - 19 2. Repair and replacement of damaged or destroyed personal and real property;
 - 20 3. Increased expenses from operation of maintenance performed during and in the
21 aftermath of the Mosquito Fire;
 - 22 4. Loss of the use, benefit, goodwill, and enjoyment of PCWA's real and personal
23 property; and,
 - 24 5. Loss of earning capacity, business profits, losses associated with the closure of
25 facilities, and any related displacement expenses.
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1 **For Negligence, Trespass, Nuisance (Public), Nuisance (Private), Negligence Per Se,**
2 **Violation of Public Utilities Code section 42106, Violation of Health & Safety Code 413007**
3 ***et seq.*, and Violation of Health & Safety Code section 413009, *et seq.*:**

- 4 1. Loss of the use and enjoyment of PCWA's real and personal property;
- 5 2. Increased expenses from operation of maintenance performed during and in the
6 aftermath of the Mosquito Fire;
- 7 3. Fire suppression costs, evacuation expenses and displacement costs;
- 8 4. Business profit losses, and losses associated with the forced evacuation of, and
9 damages to, PCWA's facilities;
- 10 5. Real property erosion damage;
- 11 6. Damages (double and treble if allowed) under Civil Code section 3346 for
12 damaging trees on PCWA's property;
- 13 7. For punitive and exemplary damages in an amount according to proof under Public
14 Utilities Code section 2106 and other statutory bases that may apply; and
- 15 8. Damages according to proof;

16 **Additional Prayer for Nuisance:**

- 17 1. An order for permanent injunction ordering that Defendants, and each of them, stop
18 their continued violation of (a) General Order No 95, (b) General Order No 165, (c)
19 Public Resources Code sections 4292, 4293, and 4435; and (d) Public Utilities Code
20 section 451; and,
- 21 2. An order directing Defendants, and each of them, to abate the existing and
22 continuing nuisance.

23 **For All Claims:**

- 24 1. Prejudgment interest from September 6, 2022;
- 25 2. Attorneys' fees, expert/consultant fees and other litigation costs and expenses under
26 Code of Civil Procedure section 1021.9 and as permitted by law;
- 27 3. Costs of suit; and,

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4. For such other and further relief and damages as the Court shall deem proper, all according to proof.

DEMAND FOR JURY TRIAL

PCWA demands a jury trial.

DATED: December 15, 2022

BUCHALTER
A Professional Corporation

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