

**FILED**

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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SHASTA**

11 DEBORAH FASSBINDER;  
12 VANESSA FASSBINDER;

13 Plaintiffs,

14 v.

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

17 Defendants.

No. **198186**

Unlimited Jurisdiction

**COMPLAINT FOR DAMAGES AND  
INJURIES**

**JURY TRIAL DEMANDED**

18  
19 Plaintiffs Deborah Fassbinder, Vanessa Fassbinder (“Plaintiffs”), by and through their  
20 undersigned counsel, hereby file the following complaint for damages and injuries (“Complaint”)  
21 against all Defendants and DOES 1-200.

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By Fax

1 **I. INTRODUCTION**

2 1. This Complaint arises from a wildfire that PG&E’s power lines caused on July 13,  
3 2021—a wildfire now called the “Dixie Fire.”



12 **Flames from the Dixie Fire (Greenville Plumas County) - Photo by J.D. Morris via San Francisco Chronicle**

13 2. The Dixie Fire started when electrical equipment within PG&E’s utility infrastructure  
14 contacted, or caused sparks to contact, surrounding vegetation.

15 3. To date, the Dixie Fire has been burning for approximately two months. It has destroyed  
16 approximately 1 million acres, more than 1,300 structures, and has significantly impacted Shasta  
17 County. The Dixie Fire is now the second-largest wildfire in California’s history and is expected to  
18 become the largest.

19 4. Plaintiffs are homeowners, renters, business owners, and other individuals and entities  
20 whose property and lives were, literally and figuratively, burned to the ground by the Dixie Fire.



28 **Example of Destruction Caused by Dixie Fire (Greenville Plumas County) –  
Photo Josh Edelson/AFP via Getty Images**

1           5.       Plaintiffs now sue PG&E CORPORATION, PACIFIC GAS AND ELECTRIC  
2 COMPANY, and DOES 1-200 for damages and all other available remedies arising from the harms  
3 caused by the Dixie Fire.

4 **II.     JURISDICTION AND VENUE**

5           1.       This Shasta County Superior Court, as a court of general jurisdiction, has subject-matter  
6 jurisdiction over this unlimited civil case, as well as personal jurisdiction over each of Defendants.

7           2.       Venue is proper in Shasta County as a substantial part of the events, acts, omissions,  
8 and/or transactions complained of herein occurred in Shasta County. All of the individual claims set  
9 forth herein arise from events or occurrences within Shasta County, and the damages, losses, and  
10 injuries suffered by Plaintiffs occurred in Shasta County, California.

11          3.       The Superior Court of Shasta, as a court of general jurisdiction, has subject-matter  
12 jurisdiction over this unlimited civil case, as well as personal jurisdiction over each of the Defendants.

13 **III.    PARTIES**

14 **A.     Plaintiffs**

15          4.       Plaintiffs are individuals and other legal entities who were, at all times relevant to this  
16 pleading, homeowners, renters, business owners, and/or other individuals and legal entities who were  
17 residents, occupants, and/or had property located in Shasta County.

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

22 **B.     Defendants**

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

1           7.       Defendant PACIFIC GAS AND ELECTRIC COMPANY was, at all times relevant to  
2 this pleading, a California corporation authorized to do, and doing business, in California, with its  
3 headquarters in San Francisco, California. At all times relevant to this pleading, PACIFIC GAS AND  
4 ELECTRIC COMPANY acted to provide a utility, including electrical services, to members of the  
5 public in California, including residents of Shasta County. PACIFIC GAS AND ELECTRIC  
6 COMPANY is a subsidiary or other entity wholly controlled by PG&E CORPORATION.

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

17           9.       PG&E is in the business of providing electricity to the residents of, among other places,  
18 Shasta County through a utility infrastructure, including a network of electrical transmission and  
19 distribution lines. PG&E is a "public utility" under Public Utilities Code sections 216(a)(1) and 218(a).

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

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

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



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

8 **IV. FACTS**

9 13. In an incident report to the California Public Utilities Commission (“Public Utilities  
10 Commission”) dated July 18, 2021, PG&E reported that, “[o]n July 13, 2021 at approximately 0700  
11 hours, PG&E’s outage system indicated that Cresta Dam off of Highway 70 in the Feather River  
12 Canyon lost power.” Feather River Canyon is a few miles east of where the 2018 Camp Fire originated.

13 14. A PG&E field technician responded to the power outage at the Bucks Creek 1101 12kV  
14 Overhead Distribution Circuit. He “observed two of three fuses blown and what appeared to him to be  
15 healthy green tree leaning into the Bucks Creek 1101 12 kV conductor, which was still intact and  
16 suspended on the poles. He also observed a fire on the ground near the base of the tree.”



27 **Douglas Fir Tree leaning into PG&E’s Lines**

1           15.     Although the power outage was reported at 7 a.m., the PG&E field technician “was not  
2 able to reach the pole with the fuse until approximately [4:40 p.m.]” due to the challenging terrain and  
3 road work resulting in a bridge closure.

4           16.     On the afternoon of July 22, 2021, PG&E found another fallen tree (“White Fir”)  
5 leaning against its power line near the ignition site of the Fly Fire, a smaller fire that eventually merged  
6 with the Dixie Fire on the night of July 24, 2021.

7           17.     The White Fir was resting on PG&E’s Gansner 1101 Circuit.

8           18.     Butte County District Attorney Mike Ramsey said his office directed Cal Fire to treat the  
9 area where the Dixie Fire started as a crime scene, and a criminal investigation is underway to  
10 determine whether criminal charges against PG&E are warranted.

11          19.     The United States Forest Service and the California Department of Forestry and Fire  
12 Protection (“Cal Fire”) conducted site visits and collected and are currently examining PG&E’s  
13 equipment as well as both the Douglas Fir and White Fir trees at issue.

14          20.     PG&E stated the pole in question was last replaced on June 21, 2019 by a contractor  
15 identified as “UECC.”

16          21.     PG&E stated the most recent tree work near the origin of the Dixie Fire was performed  
17 in June 2019 by a contractor identified as Mountain F. Enterprises.

18          22.     PG&E has admitted its equipment malfunctions may have sparked the Dixie Fire.  
19 Subsequently after this admission, PG&E announced a plan committing to spend more than \$15 billion  
20 burying 10,000 miles of its power lines underground to reduce wildfire risks in California. Indeed,  
21 Patricia Poppe, CEO of PG&E, stated more power lines needed to go underground to keep  
22 communities safe. PG&E stated it would prioritize areas with a large concentration of trees that could  
23 fall on distribution lines.

24          23.     U.S. District Judge William Alsup, who is overseeing PG&E’s federal criminal  
25 probation for its felony conviction resulting from the fatal San Bruno gas pipeline explosion, has  
26 ordered PG&E to explain its role in igniting the Fly and Dixie Fires, and to identify each fire PG&E  
27 started or is suspected of starting this wildfire season.

28          24.     Plaintiffs are informed and believe the Dixie Fire was caused by the Douglas Fir tree

1 leaning into PG&E’s high voltage distribution line, which the blown fuses were designed to protect.  
2 Moreover, the Dixie Fire occurred because: (1) PG&E’s utility infrastructure was intended, designed,  
3 and constructed to pass electricity through exposed power lines in vegetated areas; (2) PG&E  
4 negligently, recklessly, and wantonly failed to maintain and operate the electrical equipment in its  
5 utility infrastructure; and/or (3) PG&E negligently, recklessly, and wantonly failed to maintain the  
6 appropriate clearance area between the electrical equipment in its utility infrastructure and surrounding  
7 vegetation.

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

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



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**Example of Devastation Caused by Dixie Fire -Photo by Noah Berger Associated Press via Washington Press**

1 **V. PG&E’S PRIOR HISTORY**

2 27. At the time the Dixie Fire ignited in July 2021, Defendants were actually aware that the  
3 nature and condition of its electrical equipment, along with geographic, weather, ecological, and other  
4 conditions, gave rise to a high risk that PG&E’s electrical equipment would ignite a wildfire like the  
5 Dixie Fire.

6 28. Defendants’ awareness of this risk arose, in large part, from an extensive history of  
7 PG&E’s electrical equipment causing devastating and deadly wildfires. There are numerous examples  
8 of PG&E’s electrical equipment igniting wildfires over the years under conditions and circumstances  
9 similar to those of the Dixie Fire. Since 2013, PG&E’s electrical equipment has caused more than 1,500  
10 wildfires across the state, including, but not limited to, the 2015 Butte Fire, the 2017 North Bay Fires,  
11 the 2018 Camp Fire, the 2019 Kincade Fire, and the 2020 Zogg Fire. The Camp Fire is the state’s  
12 deadliest wildfire to date, killing 85 people, and one of the North Bay Fires (namely, the Tubbs Fire) is  
13 currently the state’s fourth deadliest wildfire. PG&E is, moreover, currently on federal criminal  
14 probation following its conviction arising from the fatal San Bruno gas explosion.

15 29. These previous wildfires put Defendants on actual notice that PG&E’s ineffective  
16 vegetation management programs, unsafe equipment, and aging electrical infrastructure created a  
17 predictable risk that PG&E’s electrical equipment would ignite a wildfire such as the Dixie Fire.

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

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **Inverse Condemnation**

4 **(Against All Defendants)**

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

6 32. On July 13, 2021, Plaintiffs were the owners of real property and/or personal property in  
7 the area of the Dixie Fire.

8 33. Prior to and on July 13, 2021, Defendants had each designed, constructed, installed,  
9 operated, controlled, used, and/or maintained the facilities, lines, wires, and/or other electrical  
10 equipment within PG&E's utility infrastructure, including the transmission and distribution lines in and  
11 around the location of the Dixie Fire, for the purpose of providing electrical services to large swaths of  
12 the public.

13 34. On July 13, 2021, Defendants were actually aware of the inherent dangers and risks that  
14 the electrical equipment within PG&E's electrical-utility infrastructure (as deliberately designed and  
15 constructed) would ignite a wildfire like the Dixie Fire.

16 35. This inherent risk was realized on July 13, 2021, when electrical equipment within  
17 PG&E's utility infrastructure ignited the Dixie Fire, which resulted in the taking of Plaintiffs' real  
18 property and/or private property.

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

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

23 38. Plaintiffs further seek, pursuant to Code of Civil Procedure section 1036, to recover all  
24 reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and  
25 engineering fees, actually incurred because of this proceeding in the trial court and/or in any appellate  
26 proceeding in which Plaintiffs prevail on any issue.

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1 **SECOND CAUSE OF ACTION**

2 **Trespass**

3 **(Against All Defendants)**

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

5 40. On July 13, 2021, Plaintiffs were the owners, tenants, and/or lawful occupiers of real  
6 properties in the area of the Dixie Fire.

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

9 42. Plaintiffs did not grant permission for any fire to enter their properties.

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

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

19 45. Those of Plaintiffs who suffered damage to timber, trees, or underwood as a result of the  
20 Dixie Fire also seek treble or double damages for wrongful injuries to their property inclusive of  
21 timber, trees, or underwood, as permitted by Civil Code section 3346.

22 46. Defendants, including one or more PG&E officers, directors, and/or managers, have  
23 deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a history of acting  
24 recklessly and with conscious disregard to human life and safety, and this history of recklessness and  
25 conscious disregard was a substantial factor in bringing about the Dixie Fire. This is despicable and  
26 oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish  
27 Defendants' long history of prioritizing profits over safety and to deter such conduct in the future.

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1 **THIRD CAUSE OF ACTION**

2 **Nuisance**

3 **(Against All Defendants)**

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

5 48. On July 13, 2021, Plaintiffs were the owners, tenants, and/or lawful occupiers of real  
6 properties in the area of the Dixie Fire.

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

12 50. These conditions interfered with Plaintiffs' quiet enjoyment of their properties in a way  
13 unique to each of Plaintiffs.

14 51. These conditions also affected a substantial number of people at the same time.

15 52. At no time did Plaintiffs consent to Defendants' actions and inactions in creating these  
16 conditions.

17 53. An ordinary person would be reasonably annoyed and disturbed by Defendants' actions  
18 and inactions in creating these conditions.

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

25 55. The seriousness of the harm Defendants have caused Plaintiffs outweighs any public  
26 benefit that Defendants may provide.

27 56. Defendants, including one or more PG&E officers, directors, and/or managers, have  
28 deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a history of acting

1 recklessly and with conscious disregard to human life and safety, and this history of recklessness and  
2 conscious disregard was a substantial factor in bringing about the Dixie Fire. This is despicable and  
3 oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish  
4 Defendants' long history of prioritizing profits over safety and to deter such conduct in the future.

5 **FOURTH CAUSE OF ACTION**

6 **Public Utilities Code § 2106**

7 **(Against All Defendants)**

8 57. All previous paragraphs are incorporated into this cause of action.

9 58. PG&E was on July 13, 2021, and is, a "public utility" for purposes of the Public Utilities  
10 Code. PG&E was, therefore, required to comply with the Public Utilities Act.

11 59. Prior to and on July 13, 2021, PG&E was also required to obey and comply with every  
12 order, decision, direction, or rule made or prescribed by the Public Utilities Commission in the matters  
13 specified under the Public Utilities Act, and any other matter in any way relating to or affecting its  
14 business as a public utility, and was required to do everything necessary or proper to secure compliance  
15 therewith by all of its officers, agents, and employees.

16 60. Defendants failed to furnish and maintain such adequate, efficient, just, and reasonable  
17 service, instrumentalities, equipment, and facilities as are necessary to promote the safety, health,  
18 comfort, and convenience of PG&E patrons and the public, as required by Public Utilities Code section  
19 451.

20 61. Defendants failed to comply with the requirements for overhead line design,  
21 construction, and maintenance, the application of which will ensure adequate service and secure safety  
22 to persons engaged in the construction, maintenance, operation or use of overhead lines and to the  
23 public in general, as required by Public Utilities Commission General Order 95, including Rules 31.2,  
24 35, and 38, which set forth inspection, vegetation-management, and minimum-clearance requirements.

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

28 63. Defendants' failure to comply with applicable provisions of the Public Utilities Act and

1 with applicable Public Utilities Commission orders and rules, was a substantial factor in causing  
2 Plaintiffs to suffer damages including, but not limited to, destruction of and damage to real property,  
3 destruction of and damage to structures, destruction of and damage to personal property and cherished  
4 possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and  
5 emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according to  
6 proof at trial.

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

13 **FIFTH CAUSE OF ACTION**

14 **Health & Safety Code § 13007**

15 **(Against all Defendants)**

16 65. All previous paragraphs are incorporated into this cause of action.

17 66. Defendants negligently, recklessly, and/or in violation of law, allowed the Dixie Fire to  
18 be set and allowed the Dixie Fire to escape to Plaintiffs' properties.

19 67. Defendants' negligent, reckless, and/or illegal actions and inactions in allowing the  
20 Dixie Fire to be set and escape to Plaintiffs' properties was a substantial factor in causing Plaintiffs to  
21 suffer damages including, but not limited to, destruction of and damage to real property, destruction of  
22 and damage to structures, destruction of and damage to personal property and cherished possessions,  
23 discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress.  
24 Plaintiffs each seek damages to be determined, on an individual basis, according to proof at trial.

25 68. Those of Plaintiffs whose real property was under cultivation or used for the raising of  
26 livestock have hired and retained counsel to recover compensation for their losses and damages caused  
27 by the Dixie Fire. Thus, they also seek to recover all reasonable attorneys' fees, expert fees, consultant  
28 fees, and litigation costs and expense, as allowed under Code of Civil Procedure section 1021.9.





1                   improperly sagging or making contact with other metal;

2                   c. Failing to properly inspect and maintain vegetation within proximity to  
3                   energized transmission and distribution lines to mitigate the risk of fire;

4                   d. Failing to conduct reasonably prompt, proper, and frequent inspections of  
5                   PG&E's power lines and associated equipment;

6                   e. Failing to promptly de-energize exposed power lines during fire-prone  
7                   conditions;

8                   f. Failing to properly train and supervise employees and agents responsible for  
9                   maintenance and inspection of power lines; and/or

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

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

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

23                  76. Defendants, including one or more PG&E officers, directors, and/or managers, have  
24 deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a history of acting  
25 recklessly and with conscious disregard to human life and safety, and this history of recklessness and  
26 conscious disregard was a substantial factor in bringing about the Dixie Fire. This is despicable and  
27 oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish  
28 Defendants' long history of prioritizing profits over safety and to deter such conduct in the future.

1 **VII. PRAYER FOR RELIEF**

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

3 **A. For Inverse Condemnation**

- 4 1. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost  
5 personal and/or real property;
- 6 2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or  
7 personal property;
- 8 3. Loss of wages, earning capacity and/or business profits and/or any related  
9 displacement expenses;
- 10 4. Prejudgment interest from July 13, 2021;
- 11 5. Pursuant to Code of Civil Procedure section 1036 and all other applicable law,  
12 all reasonable costs, disbursements, and expenses, including reasonable  
13 attorney, appraisal, and engineering fees, actually incurred because of this  
14 proceeding in the trial court and/or in any appellate proceeding in which  
15 Plaintiffs prevail on any issue; and
- 16 6. Such other and further relief as the Court shall deem proper, all according to  
17 proof.

18 **B. For all other claims**

- 19 1. General and/or special damages determined on an individual basis according to  
20 proof;
- 21 2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or  
22 personal property;
- 23 3. Loss of wages, earning capacity, goodwill, and/or business profits or proceeds  
24 and/or any related displacement expenses;
- 25 4. Evacuation expenses and alternate living expenses;
- 26 5. Erosion damage to real property;
- 27 6. Past and future medical expenses and incidental expenses;
- 28 7. General damages for personal injury, emotional distress, fear, annoyance,

1 disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of  
2 property;

3 8. Attorneys' fees, expert fees, consultant fees, and litigation costs and expense, as  
4 allowed under Code of Civil Procedure section 1021.9 and all other applicable  
5 law;

6 9. Prejudgment interest from July 13, 2021;

7 10. For punitive and exemplary damages against PG&E in an amount sufficient to  
8 punish Defendants' conduct and deter similar conduct in the future, as allowed  
9 under Public Utilities Code section 2106 and all other applicable law; and


10 11. Any and all other and further such relief as the Court shall deem proper, all  
11 according to proof.

12 **VII. JURY TRIAL DEMAND**

13 Plaintiffs hereby respectfully request that this Court provide them with a jury trial on all causes  
14 of action for which a jury trial is available under the law.

15 SINGLETON SCHREIBER MCKENZIE & SCOTT, LLP

16 Dated: September 14, 2021

17 By: 

18 Gerald Singleton

19 J. Ross Peabody

20 Tommy H. Vu

21 Attorneys for Plaintiffs DEBORAH FASSBINDER and  
22 VANESSA FASSBINDER  
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