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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

LILIA LEESON,

Plaintiff,

v.

PACIFIC GAS AND ELECTRIC
COMPANY, a California Corporation; and
DOES 1-30, inclusive.

Defendants.

Case No.:

COMPLAINT FOR DAMAGES FOR:

- (1) Negligence;
- (2) Strict Liability;
- (3) Intentional Infliction of Emotional Distress;
- (4) Trespass;
- (5) Private Nuisance
- (6) Public Nuisance

JURY TRIAL DEMANDED

[Amount in excess of \$25,000]

LILIA LEESON referred to hereinafter as "Plaintiff" or "Leeson", alleges as follows:

I. INTRODUCTION

1. The present claim involves injuries sustained by Plaintiff when her home, located at 2101 Bel Air Avenue in San Jose, California (the "Leeson Home"), exploded. The incident occurred on March 10, 2018. The Leeson Home was completely destroyed during the explosion and subsequent fire.

2. As a result of the explosion, Leeson suffered severe burns all over her body, including her face. She was transported by ambulance to Valley Medical Center where she remained for several days. In addition to the physical injuries, Leeson suffered severe pain and suffering, emotional distress, and permanent scarring.

1 II. THE PARTIES

2 3. Plaintiff Lilia Leeson is a seventy-one (71) year old retired woman and resident of the
3 County of Santa Clara in the State of California. Leeson was the owner of the Leeson Home on March
4 10, 2018.

5 4. Defendant Pacific Gas and Electric Company ("PG&E") is a corporation formed and
6 existing under the laws of the State of California. PG&E provides natural gas and electric service to the
7 majority of residences in Northern California (including Plaintiff's) and is regulated by the California
8 Public Utility Commission. As a result, PG&E is responsible for owning, installing, operating,
9 managing, controlling, maintaining, inspecting, and replacing the necessary infrastructure to safely
10 provide the aforementioned services.

11 5. The true names and capacities, whether individual, corporate, associate, or otherwise, of
12 defendants named herein as DOES 1 through 30, inclusive, are unknown to Plaintiff who therefore sues
13 said defendants by such fictitious names. Plaintiff prays leave to amend this complaint when their true
14 names and capacities have been ascertained.

15 6. At all times herein mentioned, each of the defendants, including the DOE defendants,
16 was the agent, servant, partner, joint-venturer, and employee of the other defendants and was acting at
17 all times within the scope of their agency, partnership, agreement, and employment, and with the
18 knowledge and consent of his/her principal, partner, joint-venturer, and employer. Defendants, and each
19 of them, at all times herein mentioned acted jointly and in concert and conspired and agreed to do the
20 things hereinafter specified; and each and all of the things hereinafter alleged to have been done by
21 defendants or any of them, were done as co-conspirators and thus, as agents for each other, as well as in
22 their respective individual capacities, to advance their own individual interests.

23 III. JURIDICTION AND VENUE

24 7. Jurisdiction over this action is proper in the Superior Court of the State of California in
25 and for the County of Santa Clara pursuant to Cal. Code Civ. Proc. § 410.10, as Defendant is a resident
26 of the State of California.

1 8. Pursuant to Cal. Code Civ. Proc. § 395(a), venue is proper in the Superior Court of the
2 State of California in and for the County of Santa Clara as the events giving rise to the present action,
3 including the injuries sustained, occurred in said County.

4 IV. RELEVANT FACTUAL ALLEGATIONS

5 9. On or about March 10, 2018, Plaintiff lit a match in a front room of her home located at
6 2101 Bel Air Avenue in San Jose. Unbeknownst to Leeson, natural gas had been pooling underneath
7 her house and was then ignited by the match. The ignition and subsequent explosion and fire destroyed
8 the Leeson Home.

9 10. Plaintiff is informed, and believes, and thereon alleges that natural gas escaped from a
10 deteriorated, corroded, and otherwise unfit supply line owned, installed, operated, managed, controlled,
11 maintained, inspected, repaired, and replaced by PG&E. Plaintiff is further informed, and believes, and
12 thereon alleges that the escaped natural gas traveled beneath Plaintiff's front yard, through the soil, and
13 coalesced in the crawl space beneath her home.

14 11. Plaintiff is informed, and believes, and thereon alleges that PG&E knew or should have
15 known that the natural gas supply lines in the area around and at the Leeson Home were deteriorated,
16 corroded, and unfit to safely serve their purpose. Plaintiff is further informed, and believes, and thereon
17 alleges that despite this knowledge, PG&E failed to take the necessary steps to prevent the explosion at
18 the Leeson Home.

19 12. Miraculously, Leeson was able to escape the fire with her life, though she lost her home
20 and was severely and permanently injured and scarred as a result.

21 FIRST CAUSE OF ACTION

22 Negligence

23 13. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 12 above as though
24 fully set forth herein.

25 14. Plaintiff is informed, and believes, and thereon alleges that at the time of the subject
26 accident, PG&E owned, installed, operated, managed, controlled, maintained, inspected, repaired, and
27 replaced the natural gas supply lines, and their subject fittings and feeder lines, in Leeson's
28 neighborhood and on Plaintiff's property.

1
2 15. PG&E owed a duty to Plaintiff, as the end user and recipient of its natural gas service, to
3 exercise reasonable care and diligence in the ownership, installation, operation, management, control,
4 maintenance, inspection, repair, and replacement of its natural gas infrastructure so as to avoid causing
5 harm to Leeson and/or her property.

6 16. PG&E breached the above-described duty by failing to reasonably own, install, operate
7 manage, control, maintain, inspect, repair, and replace its natural gas supply lines and infrastructure
8 thereby causing natural gas to leak, and eventually coalesce in the Leeson Home. Said gas was
9 subsequently ignited on March 10, 2018, causing the Leeson Home to explode and catch fire.

10 17. Plaintiff was harmed as a result.

11 18. PG&E's negligence was a substantial factor in causing Plaintiff to suffer, and continue
12 suffering, substantial damage, including, but not limited to, economic damages, special damages,
13 general damages, emotional distress, and pain and suffering, in an amount presently unknown, the
14 precise amount of which will be proven at trial.

15 WHEREFORE, Plaintiff prays for relief as set forth below.

16 SECOND CAUSE OF ACTION

17 Strict Liability

18 19. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 18 above as though
19 fully set forth herein.

20 20. At all times relevant herein, PG&E was engaged in the ownership, installation, operation,
21 management, control, maintenance, inspection, repair, and replacement of natural gas lines and
22 associated infrastructure in Leeson's neighborhood and on Plaintiff's property. Natural gas is extremely
23 flammable, and its handling is an ultrahazardous activity.

24 21. Plaintiff was harmed as a result.

25 22. The harm suffered by Plaintiff was the kind of harm that would be anticipated as the
26 result of the risk created by PG&E's ultrahazardous activities described more fully above.

27 23. PG&E's above-described ultrahazardous activity was a substantial factor in causing
28 Plaintiff to suffer, and continue suffering, substantial damage, including, but not limited to, economic

1 damages, special damages, general damages, emotional distress, and pain and suffering, in an amount
2 presently unknown, the precise amount of which will be proven at trial.

3 WHEREFORE, Plaintiff prays for relief as set forth below.

4 THIRD CAUSE OF ACTION

5 Intentional Infliction of Emotional Distress

6 24. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 23 above as though
7 fully set forth herein.

8 25. On or about March 10, 2018, Defendant touched Plaintiff or caused her to be touched
9 with the intent to harm or offend her when a natural gas leak, controlled and created by Defendant,
10 caused the Leeson Home to explode and catch fire. Said conduct was outrageous.

11 26. Defendant acted with reckless disregard of the probability that Plaintiff would suffer
12 emotional distress.

13 27. Plaintiff suffered severe emotional distress.

14 28. Defendant's conduct was a substantial factor in causing Plaintiff severe emotional
15 distress.

16 WHEREFORE, Plaintiff prays for relief as set forth below.

17 FOURTH CAUSE OF ACTION

18 Trespass

19 29. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 28 above as though
20 fully set forth herein.

21 30. On or about March 10, 2018, Plaintiff was the owner of the Leeson Home.

22 31. Defendant either intentionally, recklessly or negligently entered the Leeson Home when
23 natural gas it controlled, maintained travelled outside of any approved transfer line, through the soil of
24 the home, and coalesced in Plaintiff's house.

25 32. Plaintiff did not give Defendant permission for such an entry or said entry exceeded
26 Plaintiff's permission.

27 33. Plaintiff was actually harmed by Defendant's conduct.

28 34. Defendant's conduct was a substantial factor in causing the Plaintiff's harm.

1 WHEREFORE, Plaintiff prays for relief as set forth below.

2 FIFTH CAUSE OF ACTION

3 Private Nuisance

4 35. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 34 above as though
5 fully set forth herein.

6 36. On or about March 10, 2018, Plaintiff was the owner of the Leeson Home.

7 37. Defendant, by acting or failing to act, created a condition or permitted a condition to exist
8 that was harmful to health and/or a fire hazard and potentially dangerous condition to the Leeson Home
9 by causing natural gas to leak, and eventually coalesce in the Leeson Home. Said gas was subsequently
10 ignited on March 10, 2018, causing the Leeson Home to explode and catch fire.

11 38. Said condition interfered with Plaintiff's use of enjoyment of her land.

12 39. Plaintiff did not consent to Defendant's conduct.

13 40. An ordinary person would be reasonably annoyed or disturbed by Defendant's conduct.

14 41. Plaintiff was harmed.

15 42. Defendant's conduct was a substantial factor in causing the Plaintiff harm.

16 43. The seriousness of the harm outweighs the public benefit of Defendant's conduct.

17 WHEREFORE, Plaintiff prays for relief as set forth below.

18 SIXTH CAUSE OF ACTION

19 Public Nuisance

20 44. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 43 above as though
21 fully set forth herein.

22 45. Defendant, by acting or failing to act, created a condition or permitted a condition to exist
23 that was harmful to health and/or a fire hazard and potentially dangerous condition to the Leeson Home
24 by causing natural gas to leak, and eventually coalesce in the Leeson Home. Said gas was subsequently
25 ignited on March 10, 2018, causing the Leeson Home to explode and catch fire. Plaintiff is informed,
26 and believes, and thereon alleges that a similar condition existed throughout her neighborhood.

27 46. Said condition affected a substantial number of people at the same time.

28 47. An ordinary person would be reasonably annoyed or disturbed by Defendant's conduct.

1 48. The seriousness of the harm outweighs the social utility of Defendant's conduct.

2 49. Plaintiff suffered harm that was different from the type of harm suffered by the general
3 public.

4 50. Defendant's conduct was a substantial factor in causing the Plaintiff harm.

5 WHEREFORE, Plaintiff prays for relief as set forth below.

6 V. PRAYER FOR RELIEF

7 1. For general, special damages, and economic in an amount to be proven at trial;

8 2. For punitive damages;

9 3. For interest on damages pursuant to Civil Code §§ 3287-3291;

10 4. For costs of suit herein; and

11 5. For such other and further relief as the Court deems just and proper.

12 DATED: December 4, 2018

MEZZETTI LAW FIRM, INC.

14 BY 
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CHRISTOPHER R. MEZZETTI