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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ALAMEDA**

12 JESUS DUENAS PONCE; JORGE DUENAS
13 PONCE; MARIA DEL SOCORRO DUENAS
14 PONCE; ANGELO FLORES, by and through his
guardian *Ad Litem* Maria del Socorro Duenas
15 Ponce; and SOLEDAD FLORES, by and through
her guardian *Ad Litem* Maria del Socorro Duenas
16 Ponce;

17 Plaintiffs,

18 v.

19 PG&E CORPORATION, a corporation; PACIFIC
20 GAS & ELECTRIC COMPANY, a corporation;
COUNTY OF ALAMEDA; REDGWICK
21 CONSTRUCTION CO., a corporation; MAYO
ASPHALT MILLING, a corporation; ANGELA
22 PLOWMAN, an individual, and DOES 1-50,
inclusive,

23 Defendants.

CASE NO.

COMPLAINT FOR:

1. **NEGLIGENCE;**
2. **PRIVATE NUISANCE;**
3. **PUBLIC NUISANCE;**
4. **TRESPASS;**
5. **INVERSE CONDEMNATION;**
6. **VIOLATION OF CAL. GOV. CODE § 835; and**
7. **VIOLATION OF CAL. PUB. UTIL. CODE § 2106**

DEMAND FOR JURY TRIAL

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1 Plaintiffs JORGE DUENAS PONCE; JESUS DUENAS PONCE; MARIA DEL SOCORRO
2 DUENAS PONCE; ANGELO FLORES, by and through his guardian *Ad Litem* Maria del Socorro
3 Duenas Ponce; and SOLEDAD FLORES, by and through her guardian *Ad Litem* Maria del Socorro
4 Duenas Ponce bring this action for damages against Defendants PACIFIC GAS & ELECTRIC
5 COMPANY, a corporation; PG&E CORPORATION, a corporation (collectively, “PG&E”); COUNTY
6 OF ALAMEDA; REDGWICK CONSTRUCTION CO., a corporation (“Redgwick”); MAYO
7 ASPHALT MILLING, a general corporation (“Mayo Asphalt”); ANGELA PLOWMAN (“Plowman”)
8 and DOES 1-50, inclusive. Plaintiffs make the following allegations:

9 **I. INTRODUCTION**

10 1. For siblings Jesus, Jorge, and Maria Duenas, and Maria’s two children Angelo and
11 Soledad Flores, the morning of December 11, 2025 started just like any other day at their home located
12 at 867 East Lewelling Boulevard in the Ashland neighborhood in Alameda County. However, during
13 street work related to the County of Alameda’s East Lewelling Boulevard Project, at approximately 9:36
14 a.m., a massive explosion and fire tore through the home, causing severe physical injuries to Jesus, Maria,
15 and Soledad, who were in the home at the time.¹ Maria and her daughter Soledad were sleeping at the
16 time of the explosion and suffered severe injuries when a wall fell on them. Maria barely managed to
17 escape the burning house with Soledad. The impact of the blast made Jesus fall into the basement of the
18 house, and from there, covered in debris, he fought to crawl out from the basement, and push his body
19 along, until finally someone was able to help him out of the home area. Jesus, Maria, and Soledad were
20 rushed to the hospital, and treated for severe injuries.

21 2. Jorge was notified of the incident while he was out of town and, worried about his family,
22 immediately rushed home. Angelo was at school during the explosion, and was informed about what had
23 occurred and was taken to the hospital to be with his family. In addition to fearing for their lives and
24 being severely injured, the family’s home, and all their possessions, were destroyed by the explosion and
25 ensuing fire. The explosion was caught on video and made national news.

26
27 ¹ According to the County website, the East Lewelling Boulevard Project was ironically supposed to
28 increase safety: “When completed, students, parents, and teachers of the two schools within the project
area will benefit from the new and improved bike and pedestrian safety features.”

1 3. As the Duenas family would soon learn, the horrific explosion and fire was caused by a
2 Pacific Gas and Electric Company (“PG&E”)² natural gas line leak. The preliminary National
3 Transportation Safety Board (“NTSB”) report describes the failures of Defendants. Defendants PG&E,
4 Redgwick, Mayo Asphalt and the County of Alameda’s failures in doing the groundwork, overseeing
5 crew, containing the leak when it occurred, and failing to warn residents about the hazard, and secure
6 their safety, including that of Plaintiffs, caused this preventable tragedy. In fact, PG&E staff who were
7 interviewed by the NTSB claimed that PG&E attempted to knock on residents’ doors once they became
8 aware of a leak, yet neighborhood video footage and Plaintiffs’ accounts make clear that PG&E failed to
9 do so and misrepresented this fact to the NTSB. Not only did the County of Alameda negligently lead
10 and perform the roadwork project, in conjunction with Redgwick and Mayo Asphalt, but the County Fire
11 Department further failed to handle the leak appropriately and stay on the scene. Defendant Plowman
12 failed to maintain the property in a safe condition, contributing to the explosion.

13 4. Among other violations, The County of Alameda was negligently undertaking road
14 grading work outside the premises at the time of the explosion and damaged a gas line running near the
15 property. The County failed to warn of dangerous condition leading to the explosion. The County also
16 negligently hired and/or supervised a contractor and its subcontractor to perform the road grading work.

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28 ² “PG&E” herein refers to both Defendants Pacific Gas and Electric Company and PG&E Corporation.



Photos by Jorge Duenas

15 **II. JURISDICTION AND VENUE**

16 5. The Court has jurisdiction over this matter because, at all relevant times, the events which
17 produced the injuries sustained by Plaintiffs occurred in the County of Alameda, California. This Court
18 is competent to adjudicate this action and the amount in controversy exceeds the jurisdictional minimum
19 of this Court.

20 6. Venue is proper in the County of Alameda pursuant to California Code of Civil Procedure
21 section 395 because substantially all the events, acts, omissions, and/or transactions complained of herein
22 occurred and/or originated in Alameda County.

23 7. Venue is further proper in this Court pursuant to California Code of Civil Procedure
24 section 394 as Plaintiffs are residents of this county, and Defendants County of Alameda, Redgwick
25 Construction Co., and Mayo Asphalt Milling are located in this county.

26 **III. GOVERNMENT CLAIM**

27 8. On January 15, 2026, Plaintiffs through counsel submitted government claims to the
28 County of Alameda pursuant to statute.

1 9. The County of Alameda transmitted notices of rejection to Plaintiffs' counsel indicating
2 that the government claims presented on behalf of each Plaintiff were rejected on March 9, 2026.

3 **IV. PARTIES**

4 **A. Plaintiffs**

5 10. JESUS DUENAS PONCE is, and at all relevant times was, a resident of Alameda County

6 11. JORGE DUENAS PONCE is, and at all relevant times was, a resident of Alameda County.

7 12. MARIA DEL SOCORRO DUENAS PONCE is, and at all relevant times was, a resident
8 of Alameda County. She is the mother, and Guardian *ad Litem*, of Plaintiff SOLEDAD FLORES and
9 Plaintiff ANGELO FLORES.

10 13. SOLEDAD FLORES, a dependent adult, is, and at all relevant times was, a resident of
11 Alameda County. She is the daughter of Plaintiff MARIA DEL SOCORRO DUENAS PONCE.

12 14. ANGELO FLORES a minor, is and at all relevant times was, a resident of Alameda
13 County. He is the son of Plaintiff MARIA DEL SOCORRO DUENAS PONCE.

14 **B. Defendants**

15 15. Defendant Pacific Gas and Electric Company is, and at all relevant times was, a California
16 corporation with its principal place of business in Oakland, California. Pacific Gas and Electric Company
17 is the wholly owned subsidiary of PG&E Corporation.

18 16. Defendant PG&E Corporation is, and at all relevant times was, a California corporation
19 with its principal place of business in Oakland, California. PG&E Corporation is the parent company of
20 Defendant Pacific Gas and Electric Company.

21 17. PG&E Corporation and Pacific Gas and Electric Company are jointly and severally liable
22 for each other's wrongful acts and/or omissions, in that:

- 23 a. PG&E Corporation and Pacific Gas and Electric Company operate as a single business
24 enterprise operating out of the same building located at 300 Lakeside Drive in
25 Oakland, California for the purpose of effectuating and carrying out PG&E
26 Corporation's business operations and/or for the benefit of PG&E Corporation;

27 ///

28 ///

- 1 b. PG&E Corporation and Pacific Gas and Electric Company do not operate as
2 completely separate entities, but rather, integrate their resources to achieve a common
3 business purpose;
- 4 c. Pacific Gas and Electric Company is so organized and controlled, and its decisions,
5 affairs and business so conducted as to make it an instrumentality, agent, conduit
6 and/or adjunct of PG&E Corporation;
- 7 d. Pacific Gas and Electric Company's income contribution results from its function,
8 integration, centralization of management and economies of scale with PG&E
9 Corporation;
- 10 e. Pacific Gas and Electric Company's and PG&E Corporation's officers and
11 management are intertwined and do not act completely independent of one another;
- 12 f. Pacific Gas and Electric Company's and PG&E Corporation's officers and managers
13 act in the interest of PG&E Corporation as a single enterprise;
- 14 g. PG&E Corporation has control and authority to choose and appoint Pacific Gas and
15 Electric Company's board members as well as its other top officers and managers;
- 16 h. PG&E Corporation's officers, directors, and other management make policies and
17 decisions to be effectuated by Pacific Gas and Electric Company and/or otherwise play
18 roles in providing directions and making decisions for Pacific Gas and Electric
19 Company;
- 20 i. PG&E Corporation files consolidated earnings statements factoring all revenue and
21 losses from Pacific Gas and Electric Company.

22 18. Defendant County of Alameda is, and at all relevant times was, a public entity organized
23 under the laws of the State of California.

24 19. Defendant Redgwick Construction Co. is, and at all relevant times was, a California
25 corporation with its principal place of business in Oakland, California. Redgwick maintains offices in
26 several locations, including one in Hayward, California.

27 20. Defendant Mayo Asphalt Milling is, and at all relevant times was, a California corporation
28 with its principal place of business in Fremont, California.

1 21. Defendant Angela Plowman is, and at all relevant times was, an individual residing, on
2 information and belief, in Castro Valley, California.

3 22. The true names and capacities, whether individual, corporate, associate, or otherwise of
4 the Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who therefore sue said
5 Defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiffs further allege
6 that each of said fictitious Defendants is in some manner responsible for the acts and occurrences
7 hereinafter set forth. Plaintiffs will amend this Master Complaint to show their true names and capacities
8 when the same are ascertained, as well as the manner in which each fictitious Defendant is responsible.

9 **V. FACTUAL ALLEGATIONS**

10 **A. The Duenas Family**

11 23. JESUS DUENAS PONCE: Jesus was at home when the explosion occurred, which
12 resulted in the loss of his family home. When the explosion occurred, Jesus fell into the basement of the
13 house and saw a red-hot pipe explode. He was able to crawl out from the basement, covered in debris.
14 Jesus crawled face down, using both the front and back sides of his arms to crawl, and then went belly
15 side up to use his legs to push himself out until eventually getting pulled out of the home area by an
16 individual. Jesus suffers from severe physical injuries including, but not limited to, extensive burns and
17 broken limbs, wrist, arm and hip injuries. He has already had two surgeries due to extensive physical
18 injuries and continues to have limited mobility and limited use of his hands. Jesus is suffering from
19 psychological and emotional distress because of the massive explosion.

20 24. JORGE DUENAS PONCE: Jorge was in Mexico when the explosion occurred. He
21 received a phone call from the landlord Plowman informing him that his family's home was involved in
22 a massive explosion and immediately understood his relatives were suffering serious injury as a result.
23 In addition to the destruction of his home, and loss of belongings, Jorge suffers from psychological and
24 emotional distress as a result of the violent destruction of his family's home, and impact on his family.

25 25. MARIA DEL SOCORRO DUENAS PONCE: Maria was in the house when the explosion
26 occurred on the morning of December 11, 2025, which destroyed her and her family's home. She is the
27 mother of Plaintiff SOLEDAD FLORES and Plaintiff ANGELO FLORES. Maria and Soledad were
28 sleeping at the time of the explosion and suffered severe injuries from the impact of a wall falling on

1 them. In shock, Maria barely managed to escape the house with Soledad. Maria suffers from severe
2 physical injuries including, but not limited to, pain in her legs, chest, back and spine area, as well as pain
3 in the collarbone, a fractured neck, and burns on her hands, arms and face. She has limited range in her
4 left arm, and her throat and jaw no longer properly function. For some time, Maria was hooked up to a
5 breathing machine and underwent multiple surgeries due to the incident. Maria is suffering from
6 emotional and psychological distress as a result of the traumatic explosion, which has also impacted her
7 ability to take care of her two children, Soledad and Angelo.

8 26. SOLEDAD FLORES: She is the daughter of Plaintiff MARIA DEL SOCORRO
9 DUENAS PONCE. On the morning of December 11, 2025, Soledad was in the home with her mother,
10 Maria, when the massive explosion occurred. Soledad experienced physical injuries including two broken
11 ribs (requiring surgery) and bruising on her body. Soledad has experienced, and continues to experience,
12 psychological and emotional distress as a result of the explosion.

13 27. ANGELO FLORES: He is the son of Plaintiff MARIA DEL SOCORRO DUENAS
14 PONCE. At the time his family home was destroyed by the explosion, Angelo was at school. In addition
15 to losing his home and belongings, Angelo suffers from psychological and emotional distress as a result
16 of the explosion and impact on his family.

17 **B. The East Lewelling Project**

18 28. On or about August 27, 2024, the Alameda County Public Works Agency recommended
19 to the Alameda County Board of Supervisors that the County accept a bid from Redgwick to complete
20 work for the East Lewelling Boulevard Project.

21 29. The East Lewelling Boulevard Project involves, among other things, the installation of
22 new sidewalks, separated, bikeways, and pavement rehabilitation on East Lewelling Boulevard between
23 Meekland Avenue and Langton Way in Ashland, an unincorporated community in Alameda County.

24 30. The County of Alameda retained Redgwick to provide all labor, material, equipment,
25 mechanical workmanship, transportation and services to accomplish these improvements of East
26 Lewelling Boulevard.

27 31. Redgwick agreed to complete this work “to the satisfaction of [the County of Alameda] in
28 accordance with the plans and specification for the project . . . set forth in [Redgwick’s] bid proposal[.]”

1 32. The Duenas rented home at 867 East Lewelling Boulevard falls within the scope of the
2 East Lewelling Boulevard Project.

3 **C. Defendants Cause an Initial Gas Leak**

4 33. PG&E at all relevant times provided natural gas services to the Duenas home, as well as
5 the neighboring homes. The PG&E distribution system included a 2-inch diameter steel gas main that
6 runs along East Lewelling Boulevard and 0.75-inch diameter steel service lines running from the gas
7 main to the Duenas home and the neighboring homes. PG&E and the County failed to adequately
8 maintain and/or manage these gas lines.

9 34. Mayo Asphalt, a subcontractor engaged by Redgwick, performed road work on behalf of
10 Redgwick and the County of Alameda in connection with the East Lewelling Boulevard Project.

11 35. Upon information and belief, Mayo Asphalt did not provide appropriate notification
12 regarding its excavation activities for the East Lewelling Boulevard Project, and otherwise failed to
13 conduct excavation with due care, as alleged further below.

14 36. Several months before the explosion, Mayo Asphalt struck a PG&E gas line while
15 removing sidewalk concrete for the East Lewelling Boulevard Project. PG&E responded to the gas leak,
16 which was contained before causing significant damage.

17 37. Although the County and Redgwick were aware of this gas leak, and knew that it posed a
18 risk of catastrophic harm, the County and Redgwick failed to take adequate measures to address Mayo
19 Asphalt's excavation procedures.

20 **D. Defendants Cause a Second Gas Leak in a Service Line Near Plaintiffs' Home on**
21 **December 11, 2025**

22 38. On the morning of December 11, 2025, Mayo Asphalt, working on behalf of Redgwick
23 and the County, damaged the gas service line running to 868 East Lewelling Boulevard (the home on the
24 opposite side of the road from Plaintiffs' home) in the course of roadwork for the East Lewelling
25 Boulevard Project.

26 39. Mayo Asphalt, on behalf of Redgwick and the County, failed to use due care in its
27 excavation activities that caused the gas leak, including but not limited to by failing to dig by hand near
28 the gas line.

1 40. As a result of the first gas leak, Defendants were on notice that Mayo Asphalt’s excavation
2 methods, as overseen by Redgwick and the County, in conjunction with PG&E’s management of its
3 utility lines, created a substantial likelihood that additional leaks would occur. Defendants nevertheless
4 failed to implement reasonable practices to mitigate the risk of further gas leaks.

5 **E. Defendants Fail to Stop the Gas Leak in a Timely Manner or Warn Plaintiffs of the**
6 **Leak**

7 41. According to the NTSB Preliminary Report, at approximately 7:25 a.m., PG&E was
8 notified that Mayo Asphalt had damaged the gas service line running to 868 East Lewelling Boulevard,
9 the house on the opposite side of the road from Plaintiffs’ home, while doing roadwork.

10 42. At approximately 7:48 a.m., PG&E responders arrived at the location and identified a leak
11 in the service line to 868 East Lewelling Boulevard.

12 43. Although Defendants were aware of the leak, Defendants failed to respond in a timely
13 manner to stop the gas from leaking into the neighborhood.

14 44. PG&E failed to take appropriate measures to warn Plaintiffs of the gas leak. For example,
15 PG&E failed to notify any of the nearby residents, including Plaintiffs, that there was an active gas leak
16 near their homes. PG&E inexplicably neglected to take these basic steps even though PG&E itself advises
17 that “if you suspect a gas leak,” you should “[a]lert everyone nearby and leave the area immediately to
18 an upwind location.”

19 45. At approximately 7:51 a.m., according to the NTSB Preliminary Report, the Alameda
20 County Fire Department arrived at the location. However, the Alameda County Fire Department left
21 shortly thereafter with the gas leak unresolved. The County also failed to notify any of the nearby
22 residents, including Plaintiffs, that there was an active gas leak near their homes. According to the NTSB
23 preliminary report, the Alameda County Fire Department left after a PG&E responder informed them that
24 they did not need assistance.

25 46. The NTSB Preliminary Report states that at approximately 8:18 a.m., a PG&E
26 maintenance crew squeezed off the service line to 868 East Lewelling Boulevard where the service line
27 had been hit by Mayo Asphalt. Shortly after this, the PG&E crew detected gas at the ground level near
28 the Duenas’ home. However, none of the Defendants notified Plaintiffs.

1 47. At approximately 8:40 a.m., the crew began digging again and at approximately 9:29 a.m.
2 squeezed off the gas main and stopped the flow of gas in the main gas and service lines in front of the
3 Duenas' home.

4 48. Despite being aware that gas was present near the Duenas home, Defendants continued to
5 perform work in the area and permitted traffic to continue on East Lewelling Boulevard, demonstrating
6 a reckless disregard for the safety of those in the vicinity of the gas leak.

7 **F. The Gas Leak Causes a Massive Explosion Severely Injuring Plaintiffs**

8 49. At approximately 9:37 a.m., the accumulated natural gas found an ignition source and
9 exploded, causing catastrophic damage to the Duenas home and Plaintiffs.

10 50. Upon information and belief, Defendant Plowman's failure to maintain the property in a
11 reasonably safe and secure manner contributed to the explosion and its severity.

12 51. After the explosion, PG&E told investigators for the NTSB that they had knocked on the
13 doors of the Duenas home, the two houses on either side of the Duenas home, and the house across the
14 street. However, based on Plaintiffs' accounts, and ring camera video footage at one of the homes
15 allegedly PG&E had knocked the door of, this representation was false and designed to cover up PG&E's
16 knowing failure to properly notify residents, including Plaintiffs, of the hazardous condition created by
17 the gas leak.

18 **G. Defendant PG&E's Long History of Safety Violations and Disregard for Public**
19 **Welfare**

20 52. PG&E's conduct in this case is not an isolated incident of negligence, but rather the latest
21 manifestation of a decades-long pattern of corporate recklessness that demonstrates a conscious disregard
22 for public safety in favor of corporate profits. PG&E is well aware of the dangers posed by their utility
23 operations yet acts with deliberate indifference to the safety of California communities.

24 53. On September 9, 2010, a PG&E natural gas pipeline exploded in San Bruno, California,
25 killing 8 people, injuring 58 others, and destroying 38 homes in a catastrophic fireball. Following
26 extensive federal and state investigation, PG&E was criminally prosecuted and found guilty of six felony
27 counts associated with the incident.

28 ///

1 61. PG&E’s breach was a legal cause of the injuries and damages suffered by Plaintiffs, as
2 set forth above and below.

3 **Redgwick & Mayo Asphalt**

4 62. Redgwick and Mayo Asphalt, acting within the scope of employment, had a legal duty to
5 exercise reasonable care in carrying out their work on the East Lewelling Boulevard Project.

6 63. Such work, including the excavation activities that caused the gas leak, involved a peculiar
7 risk of physical harm to others, and Redgwick, Mayo Asphalt, and the County of Alameda knew or should
8 have known that the work was likely to involve such risk.

9 64. Redgwick and Mayo Asphalt, acting within the scope of employment, breached that duty
10 by, among other things, negligently, carelessly, recklessly, and/or unlawfully striking and rupturing a gas
11 line in the course of their work on the East Lewelling Boulevard Project; failing to properly manage the
12 gas line; failing to stop the gas leak in a timely manner; and failing to notify Plaintiffs of the gas leak.

13 65. Redgwick and Mayo Asphalt’s breaches were a legal cause of the injuries and damages
14 suffered by Plaintiffs, as set forth above and below.

15 **County of Alameda**

16 66. The County of Alameda is liable for the injuries proximately caused by the acts and
17 omissions of the County’s contractors and employees, Redgwick, and Mayo Asphalt, as alleged herein.
18 *See* Gov. Code §§ 815.2, 815.4.

19 67. The County of Alameda approved, oversaw, implemented, and controlled the East
20 Lewelling Boulevard Project, as alleged herein.

21 68. Redgwick, including through its subcontractor Mayo Asphalt, carried out work for the
22 East Lewelling Boulevard Project according to the plans and specifications for the project, and otherwise
23 subject to the County’s control.

24 69. The County of Alameda further knew or should have known that hiring, retaining, and/or
25 entrusting Redgwick and Mayo Asphalt to perform work on East Lewelling Boulevard Project near gas
26 lines posed a foreseeable risk of harm and injury to those in the proximity of the Project, including
27 because, on information and belief, the County of Alameda was aware that Redgwick and Mayo Asphalt
28 caused a previous gas leak in connection with the work on the East Lewelling Boulevard Project.

1 77. Plaintiffs leased or otherwise occupied the property at 867 East Lewelling Boulevard.
2 Plaintiffs have the inalienable right to enjoy and use their property without interference by Defendants.

3 78. Defendants, through their failures to exercise due care, as alleged herein, including by not
4 limited to negligently, carelessly, recklessly, and/or unlawfully striking and rupturing a gas line in the
5 course of their work on the East Lewelling Boulevard Project; failing to properly maintain and/or manage
6 the gas line; failing to stop the gas leak in a timely manner; failing to notify Plaintiffs of the gas leak,
7 created a condition that was and is harmful to Plaintiffs' health; that was indecent and offensive to the
8 senses; that was and is an obstruction to the free use of their property, so as to seriously interfere with
9 their comfortable enjoyment of their life and property; and that was a fire hazard.

10 79. Plaintiffs did not consent to Defendants' conduct. To the extent Plaintiffs gave any
11 implied permission for the maintenance of a gas line beneath or near their property, such permission
12 extended only to a properly maintained, up-to-date, and safe pipeline, and Defendants exceeded the scope
13 of any such consent by recklessly and/or negligently creating the conditions that caused the explosion at
14 their property.

15 80. The dangerous conditions created by Defendants caused an explosion that did in fact harm
16 Plaintiffs' health; that was indecent and offensive to the senses; that was and is an obstruction to the free
17 use of their property, so as to seriously interfere with their comfortable enjoyment of their life and
18 property; and that occurred as a result of Defendants' creation of a fire hazard.

19 81. As a direct and legal result of the actions and/or omissions of the Defendants, and/or each
20 of them, which led to the nuisance, Plaintiffs have suffered and will continue to suffer damages as set
21 forth above, in an amount according to proof at trial.

22 82. The County of Alameda is liable for the injuries proximately caused by the acts and
23 omissions of the County's contractors and employees, Redgwick, and Mayo Asphalt, as alleged herein.
24 *See* Gov. Code §§ 815.2, 815.4.

25 83. The wrongful acts of Defendants PG&E, Redgwick, and Mayo Asphalt were done
26 maliciously, oppressively, fraudulently, and in conscious disregard of the safety and health of the
27 community. Plaintiffs are entitled to punitive and exemplary damages as against Defendants PG&E,
28 Redgwick, and Mayo Asphalt, in an amount to be ascertained according to proof, which is appropriate to

1 punish or set an example of Defendants PG&E, Redgwick, and Mayo Asphalt and deter such behavior in
2 the future.

3 **THIRD CAUSE OF ACTION**
4 **Public Nuisance**
5 **(Against All Defendants)**

6 84. Plaintiffs hereby re-allege and incorporate by reference each and every paragraph above
7 as though fully set forth herein.

8 85. Plaintiffs leased or otherwise occupied the property at 867 East Lewelling Boulevard.
9 Plaintiffs have the inalienable right to enjoy and use their property without interference by Defendants.

10 86. Defendants, through their failures to exercise due care, as alleged herein, including by not
11 limited to negligently, carelessly, recklessly, and/or unlawfully striking and rupturing a gas line in the
12 course of work on the East Lewelling Boulevard Project; failing to properly maintain and/or manage the
13 gas line; failing to stop the gas leak in a timely manner; failing to notify Plaintiffs of the gas leak, created
14 a condition that was and is harmful to Plaintiffs' health; that was indecent and offensive to the senses;
15 that was and is an obstruction to the free use of their property, so as to seriously interfere with their
16 comfortable enjoyment of their life and property; and that was a fire hazard.

17 87. The harmful conditions created by Defendants affected the residents in the vicinity of the
18 East Lewelling Boulevard Project, a substantial number of people, in a similar fashion and at the same
19 time.

20 88. An ordinary person would be reasonably annoyed or disturbed by the conditions created
21 by Defendants.

22 89. The seriousness of the harm resulting from Defendants' conduct outweighs the social
23 utility of said conduct.

24 90. Plaintiffs did not consent to Defendants' conduct. To the extent Plaintiffs gave any
25 implied permission for the maintenance of a gas line beneath or near their property, such permission
26 extended only to a properly maintained and safe pipeline, and Defendants exceeded the scope of any such
27 consent by recklessly and/or negligently creating the conditions that caused the explosion at their
28 property.

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1 116. California Government Code section 835 provides: “Except as provided by statute, a
2 public entity is liable for injury caused by a dangerous condition of its property if the plaintiff establishes
3 that the property was in a dangerous condition at the time of the injury, that the injury was proximately
4 caused by the dangerous condition, that the dangerous condition created a reasonably foreseeable risk of
5 the kind of injury which was incurred, and that either: (a) A negligent or wrongful act or omission of an
6 employee of the public entity within the scope of his employment created the dangerous condition; or
7 (b) The public entity had actual or constructive notice of the dangerous condition under Section 835.2 a
8 sufficient time prior to the injury to have taken measures to protect against the dangerous condition.”

9 117. At all relevant times, the County of Alameda was a public entity organized under the laws
10 of the State of California.

11 118. Plaintiffs are informed and believe that the County of Alameda has ongoing and
12 continuous ownership and/or control over, and responsibility for, among other things, the East Lewelling
13 Project and the area in which the project has been carried out, including but not limited to areas adjacent
14 to and/or otherwise affecting the property at 867 East Lewelling Boulevard.

15 119. As alleged above, the area in which the East Lewelling Project occurred was in dangerous
16 condition at the time of, and leading up to, the explosion, including in the area where Redgwick and Mayo
17 Asphalt conducted excavation activities on December 11, 2025.

18 120. As alleged above, the dangerous condition created a reasonably foreseeable risk of the
19 kind of injury that occurred, including that leaked gas would accumulate and create explosive conditions
20 and lead to significant damage, harm, and injury.

21 121. As alleged above, the negligent and/or wrongful conduct of the County of Alameda’s
22 employees and/or agents acting within the scope of employment created the dangerous condition by,
23 among other things, negligently, carelessly, recklessly, and/or unlawfully striking and rupturing a gas line
24 in the course of work on the East Lewelling Boulevard Project.

25 122. As alleged above, the County of Alameda had notice of the dangerous condition for a long
26 enough time to have protected against it, including in that, among other things, the County of Alameda
27 failed to repair, remedy, or correct the dangerous condition, provide safeguards against the dangerous
28 condition, or warn of the dangerous condition.

1 **VII. PRAYER FOR RELIEF**


2 WHEREFORE, Plaintiffs pray judgment against Defendants as hereinafter set forth:

- 3 1. For general damages in an amount according to proof at trial, and beyond the jurisdictional
4 minimum of this Court;
- 5 2. For economic losses, in an amount according to proof at trial;
- 6 3. For past and future medical and related expenses according to proof at trial;
- 7 4. For past and future loss of earnings and earning capacity according to proof at trial;
- 8 5. For pre- and post-judgment interest on all damages as allowed by law;
- 9 6. For punitive damages as allowed by law (except against the County of Alameda);
- 10 7. For reasonable costs of suit incurred herein;
- 11 8. For attorneys' fees as allowed by law; and
- 12 9. For such other and further relief as the Court may deem just and proper.

13 Dated: May 13, 2026

COTCHETT, PITRE & McCARTHY, LLP

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16 By: _____


NIALL P. McCARTHY
SARVENAZ "NAZY" J. FAHIMI
ZACHARY N. ZAHAROFF
KEVIN J. BOUTIN

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18 *Attorneys for Plaintiffs*

1 **VIII. JURY DEMAND**

2 Plaintiffs demand trial by jury on all issues so triable.

3 Dated: May 13, 2026

COTCHETT, PITRE & McCARTHY, LLP

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5
6 By: _____



NIALL P. McCARTHY
SARVENAZ "NAZY" J. FAHIMI
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Attorneys for Plaintiffs

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