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ENDORSED FILED
SAN MATEO COUNTY

OCT 21 2010

Clerk of the Superior Court
By O. Lewis
DEPUTY CLERK

Attorneys for Plaintiff
STEVE HOFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

10 STEVE HOFF, an individual,
11 Plaintiff,
12 vs.
13 PACIFIC GAS AND ELECTRIC
14 COMPANY, a California corporation, and
15 DOES 1 through 100, inclusive, and each of
16 them,
Defendants.

Case No. **CIV 499952**
COMPLAINT FOR DAMAGES
(Negligence and Strict Products Liability)

17 Plaintiff STEVE HOFF complains of defendants, and each of them, and alleges as
18 follows:

FIRST CAUSE OF ACTION
(NEGLIGENCE)

21 1. The true names or capacities, whether individual, corporate, governmental or
22 associate, or the involvement of any of the defendants named herein as DOE are all unknown to
23 plaintiff who therefore sues said defendants by such fictitious names. Plaintiff prays leave to
24 amend this Complaint to show their true names, capacities and involvement when the same
25 have been finally determined. Plaintiff is informed and believes, and upon such information
26 and belief alleges, that each of the defendants designated herein as DOE is negligently or
27 otherwise legally responsible in some manner for the events and happenings herein referred to,
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1 and negligently or otherwise caused injury and damages proximately thereby to plaintiff, as is
2 hereinafter alleged.

3 2. At all times mentioned herein, defendant PACIFIC GAS AND ELECTRIC
4 COMPANY ("PG&E") is and was a corporation doing business in the State of California, and
5 more particularly in the County of San Mateo, California. It is engaged in the business of
6 supplying and distributing gas and electricity to residents and consumers of the City of San
7 Bruno, County of San Mateo.

9 3. At all times herein mentioned, defendant DOES 1 through 100, and each of
10 them, were and are in the business of supplying the City of San Bruno and County of San
11 Mateo with gas and electricity.

12 4. At all times mentioned herein, defendant DOES 40 through 100, inclusive, and
13 each of them, were and are in the business of maintaining, producing, manufacturing, and/or
14 selling pipe and pipelines and in particular the pipe that was used in the gas pipeline that PG&E
15 referred to as "Line 132."

17 5. At all times mentioned herein, each and every one of the defendants herein was
18 the agent, servant and employee, each of the other, and each was acting within the course and
19 scope of his agency, service and employment.

20 6. On or about September 9, 2010, plaintiff was injured when a leak from Line 132
21 caused an explosion and fire. The explosion and fire was caused by the negligence or gross
22 negligence of defendants, and each of them.

24 7. At all times mentioned herein, defendant PG&E and DOES 1 through 100
25 negligently designed, constructed, manufactured, tested, modified, inspected, operated, and/or
26 maintained the subject gas line such that it was dangerous, defective and unsafe in that a fire
27 and explosion was allowed to occur and injure plaintiff, whereas had the gas line been properly
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1 designed, constructed, manufactured, tested, inspected, operated, and/or maintained, plaintiff
2 would not have been injured by the fire.

3 8. Defendant PG&E and DOES 1 through 100 knowingly failed to properly inspect
4 and/or maintain the gas pipeline that exploded and injured plaintiff. Said failure is part of a
5 pattern whereby PG&E fails to inspect, maintain, and operate underground facilities and/or
6 equipment within its control notwithstanding that it knew or should have known that the
7 facilities' poor condition posed a serious threat to public health and safety. That pattern of
8 conduct led to the Santa Rosa Gas Explosion that, in December, 1991, killed two and injured
9 three; and to a series of underground utility explosions in San Francisco, including one in
10 August 2005, that seriously injured a passing pedestrian.

11
12 9. With respect to Line 132 in particular, PG&E was negligent by, among other things:

13 (a) Failing to properly monitor Line 132 for corrosion with technology
14 customarily used in the industry and available to defendants, and each of them, including
15 "smart pig" technology, despite knowing that the pipeline was contaminated with corrosive
16 compressor oils and thus at particularly high risk for internal corrosion;

17
18 (b) Failing to maintain the pressure in Line 132 at a safe and prudent level but,
19 instead, in an effort to reduce costs and boost profits, maintaining the pressure at levels that
20 were unwise and unsafe, particularly given Line 132's age and the fact that it had never been
21 "pigged;"

22
23 (c) Failing to warn the residents that its gas leak detection program was
24 inadequate to keep them safe and that its technicians were falsifying documents concerning the
25 leak surveys, thus putting the lives of PG&E customers in danger;

26 (d) Failing to install automatic cut-off valves, despite NTSB recommendations
27 dating back to the fatal Santa Rosa Gas explosion that PG&E install such valves on its gas
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1 lines;

2 (e) Operating a system that it knew was old, unsafe, and becoming more unsafe
3 with each passing year, all without taking the necessary steps to improve the system, but
4 instead employing a “run-to-failure” mentality with respect to the operation of its equipment;

5 (f) Collecting from ratepayers approximately \$5 million to improve Line 132 in
6 2009 but then failing to perform the work, even though PG&E’s internal documents
7 acknowledged that the risk of failure at the location was unacceptably high;

8 (g) Failing to respond properly to reports of gas odors in the Crestmoor
9 neighborhood; and

10 (h) Failing to dispatch anyone to shut off the gas that was pumping through the
11 ruptured line for more than one half hour after the inferno began.

12 Defendants’ conduct as herein alleged, the pattern of failures leading to the explosion
13 and fire, and the refusal of defendants and each of them to take measures to correct said pattern
14 of failures, is conduct evidencing defendants’ willful and conscious disregard of public health
15 and safety.

16 10. By reason of the negligence of defendants and each of them, and as a result of
17 the explosion, plaintiff was caused to suffer injuries, treatment for which is continuing.

18 11. Plaintiff is informed and believes, and thereon alleges upon such information
19 and belief, that certain of said injuries will be temporary and others will be permanent in nature,
20 but that the extent of said injuries is at this time unknown to plaintiff. Plaintiff prays leave to
21 amend this Complaint to insert plaintiff’s respective elements of damage when injuries and
22 treatments thereto are finally determined.

23 12. By reason of these injuries, plaintiff’s past earnings and future earning capacities
24 are diminished, all to plaintiff’s special damage in a presently unascertained sum. Plaintiff
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1 prays leave to amend this Complaint and to insert plaintiff's respective elements of damage
2 when they are finally determined.

3 13. By reason of the premises, plaintiff has suffered general damage in a sum that
4 exceeds the jurisdictional minimum of this Court.

5 Wherefore, plaintiff STEVE HOFF prays judgment as hereinafter set forth.

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7 **SECOND CAUSE OF ACTION**
8 **(STRICT PRODUCTS LIABILITY)**

9 Plaintiff complains of defendants, and each of them, and for a second cause of action
10 alleges as follows:

11 14. Plaintiff STEVE HOFF hereby refers to and incorporates paragraphs 1 through
12 13 of any and all allegations contained in the first cause of action.

13 15. At all times mentioned herein, defendant PG&E and DOES 40 – 100, and each
14 of them, manufactured, fabricated, planned, designed, assembled, installed, distributed, sold,
15 inspected, modified, repaired, marketed, maintained, warranted, tested, serviced, rented, leased
16 and/or advertised said gas pipeline such that it was dangerous, defective and unsafe in that it
17 leaked, causing a fire and explosion that injured plaintiff, whereas had the pipe line been
18 properly manufactured, fabricated, planned, designed, assembled, installed, distributed, sold,
19 inspected, modified, repaired, marketed, maintained, warranted, tested, serviced, rented, leased
20 and/or advertised, plaintiff would not have been injured.

21
22 16. The pipeline involved in this accident was released for sale, rental or use when it
23 contained defects in design and manufacture relating to its safe operation.

24 17. Plaintiff was not aware of any defects at any time prior to September 9, 2010. In
25 any event, the alleged defects would not be detectable by neighborhood residents such as
26 plaintiff. On September 9, 2010, said pipeline leaked and exploded, causing plaintiff's injuries
27 as described above.
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1 Wherefore, plaintiff STEVE HOFF prays damages against defendants, and each of
2 them, as follows:

- 3 a. For general damages according to proof;
4 b. For medical and related expenses according to proof;
5 c. For loss of earnings according to proof;
6 d. For other special damages including attorneys' fees;
7 e. For punitive damages;
8 f. For prejudgment interests; and
9 g. For costs of suit and such further relief as the Court deems proper.

10 Dated: October 20 2010

THE DANKO LAW FIRM

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15 By: 
16 MICHAEL S. DANKO
17 Attorney for Plaintiff