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 15 *and the Proposed Class*

(ENDORSED)
FILED
 SAN MATEO COUNTY
 SEP 17 2010
 Clerk of the Superior Court
 By G. Lacey
 DEPUTY CLERK

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 17 **COUNTY OF SAN MATEO**

CIV 498932

18 STEVE DARE, on behalf of himself and
 19 all others similarly situated,

20 Plaintiffs,

21 vs.

22 PACIFIC GAS & ELECTRIC
 23 COMPANY, PACIFIC GAS &
 24 ELECTRIC CORPORATION, and DOES
 25 1-100.

26 Defendants,

) Case No.

) **CLASS ACTION COMPLAINT**

) **JURY TRIAL DEMANDED**

BY FAX

27 Plaintiff, STEVE DARE, on behalf of himself and all others similarly situated brings this
 28 Complaint under California law against California Defendants for citizens of California and San
 Bruno for damages and other relief against PACIFIC GAS & ELECTRIC COMPANY,
 PACIFIC GAS & ELECTRIC CORPORATION (hereinafter collectively "PG&E") and DOES
 1-100, (hereinafter collectively "Defendants"). Plaintiff seeks the recovery of monetary damages
 as well as to enforce Defendant PG&E's "contract" to provide a \$100,000,000 fund to

1 compensate those affected by the explosion in San Bruno, California, on September 9, 2010. In
2 support of the complaint, Plaintiff alleges as follows:

3 **UNDERLYING FACTS**

4 1. San Bruno is a quiet middle-class community populated by over 40,000 people.
5 The city is located approximately twelve miles south of downtown San Francisco, and two miles
6 north of the San Francisco International Airport. The city is home to eight schools, several large
7 shopping centers, and its own Bay Area Rapid Transit station between the 280, 380 and 101
8 freeways.

9 2. For several weeks through August and early September 2010, the residents in the
10 Glenview Park section of San Bruno reported the smell of gas filling the neighborhood.

11 3. On September 9, 2010, at approximately 6:15 p.m., an underground gas line
12 running through Glenview Park exploded, launching a column of fire into the air, and igniting a
13 blaze that tore through the residential community. Over the next twenty-four hours, public
14 rescue teams worked diligently to contain the inferno, rescue trapped residents, and mitigate
15 damage to the community's infrastructure.

16 4. In the days that followed, the gas line which erupted was excavated and sent for
17 testing to help determine the root cause. On September 12, 2010, residents who lost their homes
18 were taken on police-escorted tours of their properties. The next day, many evacuated
19 homeowners were finally allowed to return to their damaged or destroyed homes.

20 5. The threat to the community of San Bruno did not end when the flames were
21 extinguished. The debris and ash which remain in the neighborhood is contaminated by a host of
22 toxins and chemicals presenting a significant health and environmental hazard. The burn site
23 contains contaminants from melted batteries, car parts, treated woods, plumbing materials,
24 asbestos, insulation, tires, light bulbs, pesticides and herbicides. Crews have been working
25 around the clock wetting the ash and debris to prevent particles from being circulated in the
26 ambient air and entering storm drains, San Bruno Creek, or the San Francisco Bay.
27

28

1 **JURISDICTION AND VENUE**

2 11. This Court has jurisdiction over the claims of the Plaintiff and the Class. Venue is
3 proper in Santa Clara County under California Business and Professions Code section 16750(a),
4 and California Code of Civil Procedure Section 395.5.

5 12. No portion of this Complaint is brought pursuant to federal law.

6 13. All the members of the Class are, and at all times relevant were, citizens of the
7 State of California.

8 **CLASS ALLEGATIONS**

9 14. Plaintiff brings this action on behalf of himself and the members of the Class,
10 defined as comprising:

11 “All San Bruno citizens who have been impacted by the San Bruno
12 Explosion of September 9, 2010”

13 15. The Class numbers in the hundreds or thousands. The exact number and identities
14 of the members are known by Defendants. Excluded from the Class are Defendants, their co-
15 conspirators and their representatives, parents, subsidiaries, and affiliates, and any persons who
16 are not at the time of the filing of the complaint citizens of the State of California.

17 16. The Class is so numerous and geographically dispersed that joinder of all
18 members is impracticable.

19 17. There are questions of law and fact common to the Class and the members
20 thereof. These common questions relate to the existence of the conspiracy alleged, and to the
21 type and common pattern of injuries sustained as a result thereof. The questions include, but are
22 not limited to:

- 23
- 24 (a) Whether Defendants engaged in unlawful conduct;
 - 25 (b) Whether Defendants violated California law;
 - 26 (c) Whether Defendants were negligent in causing the explosion;
 - 27 (d) Whether Defendants have acted or refused to act on grounds generally
28 applicable to the Class, thereby making appropriate final injunctive relief
or corresponding declaratory relief with respect to the Class as a whole;
and

1 (e) Whether the conduct of Defendants, as alleged in this Complaint, caused
2 injury to the Class and caused injury to the business and property of
Plaintiff and other members of the Class.

3 18. The questions of law and fact common to the members of the Class predominate
4 over any questions affecting only individual members, including the legal and factual issues
5 relating to liability and damages.

6 19. Plaintiff is a member of the Class. His claims are typical of the claims of other
7 members of the Class, and he will fairly and adequately protect the interests of the members of
8 the Class. Plaintiff's interests are aligned with, and not antagonistic to, those of the other
9 members of the Class.

10 20. Plaintiff is represented by the nationally known firm of Audet & Partners, LLP.
11 The firm of Audet & Partners, LLP is experienced with class action and complex litigation and
12 familiar with the Rules of this Court.

13 21. A class action is superior to other available methods for the fair and efficient
14 adjudication of this controversy. Class treatment will permit the adjudication of relatively small
15 claims by members of the Class who otherwise could not afford to litigate antitrust claims such
16 as are asserted in this Complaint. This class action presents no difficulties of management that
17 would preclude its maintenance as a class action.

18 **FIRST CAUSE OF ACTION**

19 **EQUITY SUPERVISION OF THE SAN BRUNO "FUNDS"**

20 22. Plaintiff incorporates and realleges, as though fully set forth herein, each and
21 every paragraph set forth above.

22 23. Defendant PG&E has offered to the San Bruno community a \$100 million dollar
23 fund to reimburse residents and businesses impacted by the explosion. By and through
24 declaratory and injunctive relief, Plaintiff hereby demands that the fund be placed in a Court
25 supervised escrow account. The funds properly belong to the residents and business of San
26 Bruno and the distribution of the funds should not be left in the hands of PG&E.
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