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 SOUTHERN CALIFORNIA GAS COMPANY
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 **CENTRAL JUDICIAL DISTRICT**

12 SOUTHERN CALIFORNIA GAS
 13 COMPANY, a California Corporation,

CASE NO. **21STCV42605**
COMPLAINT FOR DAMAGES

14 Plaintiff,

15 vs.

16 VILLA NOVA DEVELOPING, INC.; VILLAS
 OVER HILLHAVEN INC.; and DOES
 17 1 through 50, inclusive,

18 Defendants.
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21 Plaintiff, SOUTHERN CALIFORNIA GAS COMPANY, alleges against defendants, and each
 22 of them, as follows:

23 **GENERAL ALLEGATIONS**

24 1. SOUTHERN CALIFORNIA GAS COMPANY ("Plaintiff") is, and at all times relevant
 25 hereto was, a corporation duly organized and existing under the laws of the State of California, certified
 26 by the Public Utilities Commission of the State of California to engage in the transmission and
 27 distribution of gas for heat, power and other purposes to communities in Southern California and doing
 28 business in the various counties in the State of California.

2. At all times mentioned, Plaintiff owned and maintained certain gas facilities at the hereinafter described location in the above-entitled County and State; said facilities were necessary and useful to Plaintiff in its service to the public.

3. Plaintiff is informed and believes and based thereon alleges that at all times mentioned herein, defendant, VILLA NOVA DEVELOPING, INC., was a Corporation, authorized to do and doing business in the in various counties in the State of California.

4. Plaintiff is informed and believes and based thereon alleges that at all times mentioned herein, defendant, VILLAS OVER HILLHAVEN INC., was a Corporation, authorized to do and doing business in the in various counties in the State of California.

5. The true names or capacities, whether corporate, representative, or otherwise of defendants named herein as DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes that said Defendants are responsible in some manner for the occurrences proximately caused by such Defendants. [Hereinafter, VILLA NOVA DEVELOPING, INC.; VILLAS OVER HILLHAVEN INC.; and DOES 1 through 50, inclusive; will be collectively referred to as “Defendants”.]

6. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, were the agents and/or employees, co-venturers, partners or in some manner agents and/or principals for each other and at the time of the incidents which comprise the complaint herein, were acting within the course and scope of said agency and/or employment, with the consent, approval, and knowledge of each remaining Defendant.

7. Plaintiff is informed and believes, and based thereon alleges, that the conduct of each Defendant was authorized and/or ratified by each remaining Defendant.

FIRST CAUSE OF ACTION

(For Property Damage For Negligence)

8. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 7, inclusive, of this complaint as though fully set forth herein.

9. Plaintiff is, and at all times mentioned herein was, the owner of a certain 3/4" steel gas

1 service located at or near 11052 McBroom St., Sunland, CA 91040(hereinafter, "gas facility").

2 10. On or about November 19, 2018, Defendants, and each of them, were performing
3 excavation work at or near Plaintiff's gas facility. At said time and place, Defendants and each of them,
4 negligently, carelessly and recklessly caused damage to Plaintiff's gas facility.

5 11. On or about November 19, 2018, Plaintiff discovered the damage to its gas facility.

6 12. As a direct and proximate result of the wrongful acts of Defendants and each of them,
7 Plaintiff has sustained damages in an amount according to proof at time of trial for company and contract
8 labor, materials, and the reasonable cost of repair plus interest thereon at the rate allowed by law from
9 November 19, 2018.

10 13. Defendants were billed for these damages on or after November 19, 2018. Despite
11 Plaintiff's demands, Defendants have failed and still fail to pay the sum due and owing or any sums due
12 and owing to Plaintiff.

13 WHEREFORE, Plaintiff prays for judgment as set forth below.

14 **SECOND CAUSE OF ACTION**

15 **(Trespass to Chattels)**

16 14. Plaintiff realleges and incorporates by reference each and every allegation contained in
17 paragraphs 1 through 13, inclusive, of this complaint as though fully set forth herein.

18 15. On or about November 19, 2018, defendants, and each of them, wrongfully, intentionally
19 and without plaintiff's permission or consent damaged Plaintiff's gas facility when their excavation
20 activities caused damage to Plaintiff's gas facility.

21 16. As a direct and proximate result of the wrongful acts of Defendants and each of them,
22 Plaintiff has sustained damages in an amount according to proof at time of trial for company and contract
23 labor, materials, and the reasonable cost of repair plus interest thereon at the rate allowed by law from
24 November 19, 2018.

25 WHEREFORE, Plaintiff prays for judgment as set forth below.

26 **THIRD CAUSE OF ACTION**

27 **(Cost of Repair Under California Public Utilities Code Section 7952)**

28 17. Plaintiff realleges and incorporates by reference each and every allegation contained in

1 paragraphs 1 through 16, inclusive, of this complaint as though fully set forth herein.

2 18. On or about the above-referenced date, Defendants, and each of them, through want of
3 proper care, damaged necessary or useful gas facility of plaintiff, when working near said facilities and
4 are therefore liable to plaintiff for the cost of repairing the same under Public Utilities Code Section
5 7952.

6 WHEREFORE, Plaintiff prays for judgment as set forth below.

7 **FOURTH CAUSE OF ACTION**

8 **(Violation of Government Code Section 4216, et seq.)**

9 19. Plaintiff realleges and incorporates by reference each and every allegation contained in
10 paragraphs 1 through 18, inclusive, of this complaint as though fully set forth herein.

11 20. Plaintiff is the owner of the subsurface gas facility described above.

12 21. On or about November 19, 2018, defendants and each of them, wrongfully and without
13 permission damaged Plaintiff's gas facility when they caused their excavation activities to strike
14 plaintiff's gas facility.

15 22. At all times herein mentioned, Defendants, and each of them, had actual and/or
16 constructive knowledge of the requirements of Government Code Section 4216, et seq.

17 23. Defendants knowingly failed to comply with the requirements of Government Code
18 Section 4216 et seq. and proceeded to conduct excavation activities without having obtained an
19 Underground Service Alert Ticket for the area of the damage with known subsurface facilities.

20 24. As a proximate result of defendants' failure to comply with the requirements of
21 Government Code Section 4216, et seq., plaintiff's property was damaged on November 19, 2018 and
22 plaintiff sustained damages in an amount according to proof at time of trial at trial.

23 WHEREFORE, Plaintiff prays for judgment as set forth below.

24 **FIFTH CAUSE OF ACTION**

25 **(Damages Under California Public Utilities Code Section 7951)**

26 25. Plaintiff realleges and incorporates by reference each and every allegation contained in
27 paragraphs 1 through 24, inclusive, of this complaint as though fully set forth herein.

28 26. At all times herein mentioned, Public Utilities Code Section 7951 was in effect in full

1 force, and provided, *inter alia*, that any person who willfully and maliciously does an injury to...gas
2 property is liable to the corporation for three times the amount of actual damages sustained thereby, to
3 be recovered in any court of competent jurisdiction.

4 27. At all times herein mentioned, Defendants, and each of them, had actual and/or
5 constructive knowledge of the requirements of Government Code Section 4216, et seq.

6 28. Defendants intentionally and knowingly failed to comply with the requirements of
7 Government Code Section 4216 et seq.

8 29. On or about November 19, 2018, Defendants, and each of them, were performing
9 excavation work at or near Plaintiff's gas facility without having obtained an Underground Service Alert
10 Ticket for the area of the damage and further were aware of plaintiff's subsurface installations.
11 Defendants knew that pursuant to Government Code Section 4216, et seq., they were required to exercise
12 due caution when they conducted excavation adjacent to plaintiff's gas facility, and yet, Defendants
13 excavated without contacting Underground Service Alert and damaged the gas facility. After damaging
14 the gas facility, Defendants failed to notify Plaintiff of the damage.

15 30. Defendants had actual and constructive knowledge that the gas facility would pose a
16 potential hazard to workers or the public if damaged.

17 31. Defendants knew, or reasonably should have known, of the hazard and potential danger
18 to the safety and well-being of workers and the public if the gas facility was to be damaged, broken,
19 pulled, or punctured, and gas was to be released.

20 32. Defendants knew, or reasonably should have known, that natural gas is combustible and
21 can be hazardous to the safety and well-being of others.

22 33. Despite the knowledge, Defendants ordered, supervised, and/or allowed their agent and/or
23 employee to excavate adjacent to and over the gas facility without taking proper precautions, thereby,
24 striking, pulling, cutting, denting, gouging, puncturing, and damaging the gas facility causing gas to
25 escape.

26 34. Defendants acted willfully and maliciously and in conscious disregard of the rights and
27 safety of others by excavating adjacent to, above or near a known active gas facility that was potentially
28 hazardous to workers or the public if damaged without complying with the statutory requirements of

1 Government Code Section 4216, et seq. Further, following the damage, Defendants failed to notify
2 Plaintiff.

3 35. Defendants did not comply with the statutory requirements of Government Code Section
4 4216, et seq., by failing to obtain an Underground Service Alert Ticket for the area of the damage prior
5 to commencement of excavation activities.

6 36. Defendants' conduct described above consciously disregarded the property and ownership
7 rights of Plaintiff to not have its property damaged by Defendants.

8 37. Despite knowledge of the potential danger from damaging the gas facility, Defendants
9 willfully and maliciously caused their equipment to damage, strike, dent, pull, puncture, and gouge
10 Plaintiff's underground gas facility, thereby creating a dangerous condition and public safety hazard and
11 failed to report the incident to Plaintiff.

12 38. As a direct and proximate result of the intentional acts of the Defendants, and each of
13 them, including Defendants' willful and malicious conduct and disregard of public safety both before
14 and after damaging Plaintiff's gas facility, Plaintiff is entitled to three times the amount of actual
15 damages which it sustained.

16 WHEREFORE, Plaintiff prays for judgment against defendants and each of them as follows:

- 17 1. For reasonable damages in an amount according to proof at time of trial, and interest
18 thereon at the rate allowed by law from November 19, 2018;
- 19 2. For three times the amount of actual damages under Public Utilities Code Section 7951;
- 20 3. For costs of suit incurred herein; and attorney's fees, if applicable; and
- 21 4. For such other and further relief as the Court may deem proper.

22 DATED: November 18, 2021

23 LEVY & NOURAFCHAN, LLP

24 *Nazila Y. Levy*

25 By: _____

26 NAZILA Y. LEVY

27 Attorneys for Plaintiff, SOUTHERN
28 CALIFORNIA GAS COMPANY