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Exempt from fees per Gov't code 6103
To the benefit of the City of San Diego
2008 JUN 19 AM 9:56
SAN DIEGO COUNTY, CA

7 Attorneys for Plaintiff,
City of San Diego, a Municipal corporation

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
9 CIVIL DIVISION, CENTRAL COURT

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11 City of San Diego, a Municipal corporation,

Case No. 37-2008-00086025-CU-PO-CTL

12 Plaintiff,

COMPLAINT FOR DAMAGES

13 v.

Jury Trial Demanded

14 San Diego Gas & Electric Company; Sempra
Energy Company; and DOES 1 through 50,
15 inclusive,

16 Defendants.

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18 Comes now plaintiff CITY OF SAN DIEGO, a Municipal corporation ["CITY"], and
19 files its Complaint against defendants San Diego Gas & Electric Company ["SDG&E"]; Sempra
20 Energy ["Sempra Energy"]; and DOES 1 through 50, inclusive, alleging as follows:

21 GENERAL ALLEGATIONS

22 1. CITY is a charter municipal corporation, duly organized and existing by virtue of
23 the laws of the State of California and a political subdivision of the State of California as defined
24 in Government Code § 12650(b)(3).

25 2. This is a matter of unlimited jurisdiction insofar as it involves a claim by CITY
26 for money damages in excess of \$25,000.

27 3. CITY submits that jurisdiction and venue are proper before this Court, as CITY is
28 a political subdivision operating within the County of San Diego and defendants maintain their

1 offices, transact business, have agents, or otherwise have their primary place of business within
2 the City of San Diego.

3 4. At all times material herein SDG&E is, and was, a corporation and a regulated
4 public utility company, organized and existing under the laws of the State of California and was
5 doing business within the State of California, with its principal office at 101 Ash Street in San
6 Diego, California.

7 5. At all times material herein, Sempra Energy is, and was, a corporation organized
8 and existing under the laws of the State of California and was doing business within the State of
9 California, with its principal office at 101 Ash Street in San Diego, California. At all times
10 material herein, Sempra Energy owned, operated, and managed, or had substantial control of,
11 SDG&E and its actions or activities.

12 6. The true names and capacities, whether individual, corporate or otherwise, of
13 defendants named herein as DOES 1 through 50, inclusive, are unknown to CITY, which is
14 informed and believes, and thereon alleges, that each of said fictitiously named defendants is
15 liable to CITY in some manner in the causes of action herein alleged, and, therefore, CITY sues
16 such defendants by said fictitious names. CITY will move to amend this complaint when the
17 true names and capacities of said fictitiously named defendants have been ascertained.

18 7. CITY is informed and believes, and on this information and belief alleges, that at
19 all times herein mentioned, each defendant herein was the agent and/or employee of each of the
20 other defendants named herein, and in doing the things herein mentioned, was acting within the
21 scope of his/her/its authority of such agency and/or employment, and with the permission and
22 consent of said other defendants.

23 8. CITY is further informed and believes, and on that basis alleges, that defendants,
24 including but not limited to SDG&E and Sempra Energy, are, and at all times herein mentioned
25 were, each either a parent corporation and/or division/sub-division and/or subsidiary of the other
26 defendants, and, as to any acts or omissions herein mentioned, were acting within the scope of
27 any authority arising from said relationship(s), and with the control, authority, and consent of
28 said other defendants.

1 39. At all times relevant herein CITY has been the owner of certain real and personal
2 property that was damaged and/or destroyed in the merged fire.

3 40. Defendants, and each of them, were engaged in the business of providing electric
4 power to CITY and its residents for consumption and had the duties set forth above related to the
5 installation, operation, maintenance, repair, construction, inspection and management of the
6 SDG&E transmission equipment and the inspection, maintenance and management of the areas
7 adjacent to the SDG&E transmission equipment in a manner such as to reduce and/or eliminate
8 the risk that any failure, breakdown or malfunction of the SDG&E transmission equipment could
9 result in a fire starting in the area(s) adjacent to said equipment.

10 41. The merged fire occurred as a result of defendants' failure to properly install,
11 operate, maintain, repair, construct, inspect and manage the SDG&E transmission equipment and
12 inspect, maintain and manage the areas adjacent to the SDG&E transmission equipment, with the
13 resulting damage and destruction of CITY's real and other property.

14 42. Defendants' acts and omissions, as described above, were substantial factors in
15 causing the damage and destruction of CITY's real and other property.

16 43. CITY in no way consented to the merged fire caused by the acts and omissions of
17 defendant entering onto and damaging or destroying CITY's property.

18 44. Defendants' acts and omissions and the merged fire caused thereby resulted in a
19 trespass on CITY's real and other property and caused damage and destruction to said property.

20 45. Based on defendants' conduct as described above, and the resulting trespass on
21 CITY property, CITY is entitled to recover compensatory damages in an amount to be proved at
22 trial.

23 WHEREFORE, CITY prays judgment against defendants, and each of them, as follows
24 as to the counts set forth above:

25 AS TO CITY'S FIRST AND SECOND CAUSES OF ACTION:

26 1. For actual money damages in an amount to be proven at trial for losses or damage
27 suffered by CITY related to the destruction or damage of CITY's real and other property in the

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1 merged fire and/or for any diminution of value of said property resulting from the negligent acts
2 and omissions of defendants, and each of them;

3 AS TO CITY'S THIRD CAUSE OF ACTION:

4 2. For actual money damages in an amount to be proven at trial to compensate CITY
5 for the expenses and obligations CITY has incurred, or will incur, because of claims made by its
6 employees for workers' compensation benefits due to injuries sustained or suffered by CITY's
7 employees as a result of the merged fire;

8 AS TO CITY'S FOURTH CAUSE OF ACTION:

9 3. For actual money damages in an amount to be proven at trial to compensate CITY
10 for the public nuisance created by the acts and omissions of defendants;

11 AS TO CITY'S FIFTH CAUSE OF ACTION:

12 4. For compensatory damages in an amount to be proven at trial for any losses or
13 damage suffered by CITY as a result of defendants' trespass on CITY property as alleged herein;

14 AS TO ALL CAUSES OF ACTION:

15 5. For pre-judgment interest on any awards of damages at the highest legal rate from
16 date of loss pursuant to Civil Code § 3287;

17 6. For reasonable attorney's fees and costs of suit incurred herein; and

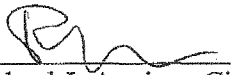
18 7. For such other and further relief as the Court may deem proper.

19 Dated: June 19, 2008

MICHAEL J. AGUIRRE, City Attorney.

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By 
Michael J. Aguirre, City Attorney
Donald McGrath, II
R. Clayton Welch
Attorneys for Plaintiff,
City of San Diego

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