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County of Santa Barbara  
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Attorneys for Plaintiff  
GLORIA SCOZZARI

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SANTA BARBARA**

GLORIA SCOZZARI, an individual,  
  
Plaintiff,

vs.

CITY OF SANTA MARIA, a government  
entity; SOUTHERN CALIFORNIA GAS  
COMPANY; SEMPRA; LAVERNE  
THERESA PERRY, as trustee for the Perry  
Family Revocable Trust 9-13-95; ACLARA  
TECHNOLOGIES LLC; and DOES 1  
through 50, inclusive,  
  
Defendants.

**CASE NO.:** 24CV05549

**PLAINTIFF’S COMPLAINT FOR  
DAMAGES**

- 1. **Negligence – Government Liability for Employee Negligence**
- 2. **Premises Liability**
- 3. **Negligence – Gas Utility**
- 4. **Strict Products Liability**
- 5. **Negligence – Products Liability**

**DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff GLORIA SCOZZARI, who respectfully alleges the following,  
based on information and belief:

**GENERAL ASSERTIONS**

1. This is an action for personal injury arising out of an incident that occurred on or  
about August 23, 2023, and which proximately caused serious and permanent injury of Plaintiff.  
The negligent acts and omissions of the Defendants herein alleged took place in or about the City  
of Santa Maria, County of Santa Barbara, State of California. Accordingly, venue within this

1 jurisdiction is proper.

2           2.       The subject incident occurred at 1219 Jackie Lane, Santa Maria, California 93454  
3 (“DEFENDANT’S PREMISES”) and 1223 Jackie Lane, Santa Maria, California 93454  
4 (“PLAINTIFF’S PREMISES”) (collectively DEFENDANT’S PREMISES and PLAINTIFF’S  
5 PREMISES are referred to as the “SUBJECT PREMISES”) which are semi-attached, single-story  
6 townhomes. PLAINTIFF’S PREMISES was directly adjacent to and attached to DEFENDANT’S  
7 PREMISES.

8           3.       Plaintiff GLORIA SCOZZARI is, and at all times relevant herein was, an individual  
9 over the age of 18 and a resident of the City of Santa Maria, County of Santa Barbara, State of  
10 California. Plaintiff is more than 90 years old. Plaintiff was the owner of PLAINTIFF’S  
11 PREMISES at all relevant times herein.

12           4.       Defendant LAVERNE THERESA PERRY, as trustee for the Perry Family  
13 Revocable Trust 9-13-95, is, and at all times relevant herein was, the owner, operator, manager,  
14 lessor, occupant, or in some other manner was in possession, custody or control of  
15 DEFENDANT’S PREMISES, at all relevant times herein. (“LAVERNE THERESA PERRY”, as  
16 trustee for the Perry Family Revocable Trust 9-13-95, and DOES 21 through 30, inclusive, and  
17 each of them, are collectively referred to as “PROPERTY OWNER”.)

18           5.       Defendant CITY OF SANTA MARIA (hereinafter, “CITY”) is, and at all times  
19 relevant herein was, a public entity duly organized and existing under and by virtue of the laws of  
20 the State of California. At all times relevant herein, CITY was the employer of DOES 1 through  
21 20, inclusive. DOES 1 through 10, inclusive, hereinafter referred to as “CITY FIREFIGHTERS”,  
22 were firefighters employed by the CITY. At all times relevant herein, DOES 1 through 20,  
23 inclusive, including CITY FIREFIGHTERS, were duly authorized employees and agents of the  
24 CITY who were acting within the course and scope of their respective duties as employees of  
25 CITY and within the complete authority and ratification of their principal, Defendant CITY. CITY  
26 is vicariously liable for the acts and omissions of its employees within the scope of employment,  
27 including its employees DOES 1 through 20 and CITY FIREFIGHTERS.

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1           6. Defendant SOUTHERN CALIFORNIA GAS COMPANY, a California  
2 Corporation, is a California utility based in Los Angeles, California, and is a wholly owned  
3 subsidiary of Defendant SEMPRa, a California Corporation. (SOUTHERN CALIFORNIA GAS  
4 COMPANY, SEMPRa, and DOES 31 through 40, inclusive, and each of them, are collectively  
5 referred to as “SOCAL GAS”.)

6           7. Defendant ACLARA TECHNOLOGIES LLC, designed, tested, developed,  
7 manufactured, fabricated, assembled, distributed, bought, sold, inspected, serviced, warranted,  
8 supplied, and/or modified the 3000 Series Aclara Smart Meter installed at DEFENDANT’S  
9 PREMISES for the purpose of remotely monitoring and/or regulating the flow of natural gas at  
10 DEFENDANT’S PREMISES (hereinafter “Smart Meter”), including the natural gas line that  
11 supplied the stove involved in the Stove Removal Incident described below. (ACLARA  
12 TECHNOLOGIES LLC, SOCAL GAS, and DOES 31 through 50, inclusive, and each of them,  
13 are collectively referred to as “ACLARA”.)

14           8. The true names and capacities, whether individual, corporate, associate or  
15 otherwise of the Defendants DOES 1 through 50, inclusive, and each of them, are unknown to  
16 Plaintiff who therefore sues said defendants by such fictitious names pursuant to Code of Civil  
17 Procedure § 474. Plaintiff is informed and believes and thereon alleges that each of these  
18 Defendants fictitiously named herein as a DOE is legally responsible, negligent or in some other  
19 actionable manner liable for the events and happenings hereinafter referred to, and proximately  
20 and legally caused the injuries to Plaintiff as hereinafter alleged. Plaintiff will seek leave of the  
21 Court to amend this Complaint to insert the true names and/or capacities of such fictitiously-named  
22 Defendants when the same has been ascertained.

23           9. At all times relevant hereto, each Defendant, including DOES 1 through 50, was  
24 the owner, servant, agent, joint-venturer, employee or employer of each of its co-Defendants, and  
25 in doing the acts hereinafter mentioned, each Defendant was acting within the scope of its authority  
26 and with the permission and consent of its co-Defendants, and each of them, and that said acts of  
27 each Defendant was ratified by said Defendant's co-Defendants, and each of them and every  
28 Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of

1 each and every other Defendant as an agent, employee and/or joint-venturer.

2 10. All of the acts and omissions herein carried out by each and every representative,  
3 employee or agent of each and every corporate or business defendant, were authorized, ordered,  
4 and directed by the respective defendant's corporate or business employers, officers, directors  
5 and/or managing agents; that in addition thereto, said corporate or business employers, officers,  
6 directors and/or managing agents had advance knowledge of, authorized, and participated in the  
7 herein described acts, conduct and nonfeasance of their representatives, employees, agents and  
8 each of them; and that in addition thereto, upon the completion of the aforesaid acts, conduct and  
9 nonfeasance of the employees and agents, the aforesaid corporate and business employers,  
10 officers, directors and/or managing agents respectively ratified, accepted the benefits of,  
11 condoned and approved of each and all of said acts, conduct or nonfeasance of their co-  
12 employees, employers, and agents. In addition, at all times herein relevant, each defendant,  
13 whether named herein or designated as a DOE, was a principal, master, employer and joint-  
14 venturer or every other defendant, and every defendant was acting within the scope of said agency  
15 authority, employment, and joint venture.

16 11. On or about August 2, 2023, a small cooking fire started on the stove located in the  
17 kitchen at 1219 Jackie Lane, DEFENDANT'S PREMISES, at approximately 7:00 PM. Emergency  
18 services were called to address the active fire at DEFENDANT'S PREMISES. CITY  
19 FIREFIGHTERS responded to the call, and quickly extinguished the fire. After the fire was  
20 completely extinguished, CITY FIREFIGHTERS were no longer fighting any active fire, and no  
21 active fire emergency existed, they decided to dismantle, disconnect, and remove the stove in the  
22 kitchen of DEFENDANT'S PREMISES, including disconnecting the natural gas supply line from  
23 the stove, and moving the stove outside. During the non-firefighting activity of dismantling,  
24 disconnecting, and removing the stove, CITY FIREFIGHTERS left the valve of the natural gas  
25 supply line completely open. CITY FIREFIGHTERS did so in a manner that was negligent,  
26 grossly negligent, and created an active gas leak in DEFENDANT'S PREMISES. (Hereinafter  
27 sometimes referred to as the "Stove Removal Incident".)

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1           12.       Approximately three weeks after the Stove Removal Incident, on August 23, 2023,  
2 a massive natural explosion occurred at DEFENDANT’S PREMISES, which exploded into  
3 PLAINTIFF’S PREMISES, causing near complete destruction of both premises. The explosion  
4 was caused by the natural gas connection for the previously removed stove being left in the open/on  
5 position, allowing gas to flow freely which eventually found an ignition source and caused the  
6 explosion. (This is hereinafter sometimes referred to as the “Gas Explosion Incident”).

7           13.       Plaintiff is informed and believes, and thereupon alleges, that at the time of the  
8 Stove Removal Incident, the open gas valve began to leak natural gas, and evidence of this leak  
9 was, or should have been, transmitted to SOCAL GAS via the Smart Meter. The associated spike  
10 in gas usage at DEFENDANT’S PREMISES would have been uncharacteristic for the premises,  
11 and would have remained continuously elevated. SOCAL GAS actually was aware of this  
12 information clearly indicating a natural gas leak at DEFENDANT’S PREMISES, or it should have  
13 been aware of this information, and had a duty to take steps to prevent harm to others. Plaintiff  
14 alleges in the alternative that if the data from the Smart Meter did not properly transmit the  
15 information concerning the gas leak during the three weeks the leak was ongoing, then upon  
16 information and belief, that failure was due to a defect or malfunction of the Smart Meter.

17           14.       Plaintiff is informed and believes, and thereon alleges, that at all times herein  
18 mentioned, ACLARA designed, developed, tested, manufactured, fabricated, assembled,  
19 distributed, bought, sold, inspected, serviced, repaired, maintained, marketed, warranted, supplied,  
20 modified, and/or provided the Smart Meter and ACLARA should have provided instructions  
21 and/or warnings pertaining to the Smart Meter. ACLARA designed and marketed the Smart Meter  
22 as a device used to measure and monitor residential natural gas usage, with the ability to record  
23 gas usage every 60 minutes and transmit the recorded information to the applicable utility four  
24 times per day. The Smart Meter was marketed specifically to be used and deployed as a device  
25 that could detect natural gas leaks for the protection of customers.

26           15.       Plaintiff is informed and believes, and thereon alleges, that at all relevant times  
27 alleged herein, the Smart Meter was and is defective, unsafe, and unfit to be used by end users for  
28 its intended purpose. The Smart Meter was in use, in a manner that was reasonable, foreseeable,

1 and expected, when it failed to transmit data regarding the active gas leak in DEFENDANT’S  
2 PREMISES for three weeks, which resulted in severe injuries and damage to Plaintiff when the  
3 SUBJECT PREMISES exploded.

4 16. To the extent that any of the theories of liability stated herein are factually or legally  
5 inconsistent, Plaintiff has stated those theories of liability in the alternative.

6 **FIRST CAUSE OF ACTION**

7 **NEGLIGENCE**

8 [Public Entity Liability Per Cal. Gov. Code § 815.2 & Civ. Code § 1714]

9 *(Against Defendants CITY and DOES 1 through 20, inclusive)*

10 17. Plaintiff realleges and incorporates each and every allegation contained in the  
11 preceding and following paragraphs, as though fully set forth herein.

12 18. All allegations against CITY in this Cause of Action are based only upon the  
13 vicarious liability of CITY for the acts and omissions of CITY EMPLOYEES acting in the course  
14 and scope of their employment with CITY, or who were acting on behalf of CITY, and/or were  
15 acting at the direction of CITY, Pursuant to California Government Code § 815.2, et seq.

16 19. At all relevant times herein, CITY EMPLOYEES, including CITY  
17 FIREFIGHTERS, owed Plaintiff a duty to use reasonable care to prevent harm to others, including  
18 Plaintiff.

19 20. CITY EMPLOYEES, including CITY FIREFIGHTERS, negligently, and with  
20 gross negligence, failed to dismantle, disconnect, and move the gas supplied stove from  
21 DEFENDANT’S PREMISES in a safe and reasonable manner, and completely failed to exercise  
22 due care while doing so.

23 21. Further, CITY EMPLOYEES, including CITY FIREFIGHTERS, actually knew, or  
24 in the exercise of reasonable care should have known, that failing to use reasonable care while  
25 dismantling, disconnecting, and moving a natural gas supplied appliance, created an unreasonable  
26 risk of injury to Plaintiff and others similarly situated.

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1           22.       As a result of CITY EMPLOYEES’, including CITY FIREFIGHTERS’, failure to  
2 exercise reasonable care when dismantling, disconnecting, and moving the natural gas supplied  
3 stove from DEFENDANT’S PREMISES, a natural gas leak was created, resulting in a massive  
4 explosion three weeks later starting in DEFENDANT’S PREMISES, and completely destroying  
5 PLAINTIFF’S PREMISES, while Plaintiff was still inside.

6           23.       The California Plumbing Code was enacted with the purpose of establishing “the  
7 minimum requirements to safeguard the public health, safety and general welfare...; safety to life  
8 and property from fire and other hazards...” and applies to “alteration,...maintenance,  
9 removal,...of every building or structure or any appurtenances connected or attached to such  
10 buildings or structures throughout the State of California.” (Cal. Code Regs., Title 24, Part 5 §  
11 1.1.2, *et seq.*)

12           24.       According to California Plumbing Code § 1206.3, “it shall be unlawful to remove  
13 or disconnect gas piping or gas appliance without capping or plugging with a screw joint fitting,  
14 the outlet from which said pipe or appliance was removed. Outlets to which gas appliances are not  
15 connected shall be left capped and gastight on a piping system that has been installed, altered, or  
16 repaired.”

17           25.       Plaintiff is informed and believes, and based upon such information and belief  
18 alleges, that CITY EMPLOYEES, including CITY FIREFIGHTERS, violated California  
19 Plumbing Code § 1206.3 by dismantling, disconnecting, and removing the natural gas supplied  
20 stove from DEFENDANT’S PREMISES without capping or plugging the outlet from which said  
21 pipe or appliance was removed, and failing to ensure the outlet was capped and gas tight.

22           26.       Plaintiff is informed and believes, and based upon such information and belief  
23 alleges, that at all times herein mentioned the Plaintiff was a member of the class of persons  
24 designed to be protected by the aforementioned Plumbing Code section, that the subject explosion  
25 was within the class of risks for which the aforementioned Plumbing Code section was enacted to  
26 protect against, that CITY EMPLOYEES’ violation of said Plumbing Code section was  
27 inexcusable, and that the violation of said Plumbing Code was a direct, legal, and proximate cause  
28 of the injuries and damages complained of herein.

1           27.       California Welfare & Institutions Code, §§ 15630, 15655.5, 15610.17, *et seq.*  
2 establish the duty to report suspected elder neglect, including self-neglect, to the Department of  
3 Social Services by any individual deemed a mandated reporter including any “care custodian”,  
4 which is defined to include Fire Departments.

5           28.       On August 2, 2023, when CITY FIREFIGHTERS removed the gas-supplied stove  
6 at DEFENDANT’S PREMISES, they learned that the occupant of that residence, Maria Cristina  
7 Vajda, was the sole occupant of the home, was elderly, had difficulty hearing, signs of dementia,  
8 and was mostly deaf. Based on the occupant’s condition and the condition of the home, CITY  
9 FIREFIGHTERS knew that her presence in the home alone created a danger for her and others.  
10 Based upon the information learned by CITY FIREFIGHTERS on August 2, 2023 concerning the  
11 mental and physical condition of Ms. Vajda, where a fire had just occurred, CITY  
12 FIREFIGHTERS, as mandated reporters of elder neglect, including self-neglect, had a duty to  
13 report the circumstances learned to the appropriate government agencies, including without  
14 limitation Adult Protective Services.

15           29.       Plaintiff is informed and believes, and based upon such information and belief  
16 alleges, that CITY EMPLOYEES, including CITY FIREFIGHTERS, violated the California  
17 Welfare Institution Code mandating that they report elder neglect, including self-neglect, by failing  
18 to report the information they learned about Ms. Vajda, which would lead any reasonable person  
19 to suspect elder neglect, including self-neglect. Moreover, CITY EMPLOYEES, including CITY  
20 FIREFIGHTERS, may have themselves engaged in elder neglect through the act of leaving a  
21 vulnerable, cognitively disabled elderly person alone in a residence with an active gas leak caused  
22 by their own negligent removal and dismantling of a gas-supplied appliance at DEFENDANT’S  
23 PREMISES. The negligent removal of a gas-supplied appliance and the failure to report elder  
24 neglect was substantial factor in causing the explosion at DEFENDANT’S PREMISES, which  
25 ultimately caused Plaintiff’s injuries and damages.

26           30.       Plaintiff is informed and believes, and based upon such information and belief  
27 alleges, that at all times herein mentioned the Plaintiff was a member of the class of persons  
28 designed to be protected by the aforementioned Welfare & Institutions Code sections, that the



1 subject explosion was within the class of risks for which the aforementioned Welfare & Institutions  
2 Code sections were enacted to protect against, that CITY EMPLOYEES' violation of said Welfare  
3 & Institutions Code sections was inexcusable, and that the violation of said Welfare & Institutions  
4 Code sections was a direct, legal, and proximate cause of the injuries and damages complained of  
5 herein.

6 31. At all times mentioned herein, CITY EMPLOYEES, and each of them, owed a duty  
7 of care to the public, including Plaintiff, in the hiring, retention, training, and supervision of their  
8 agents, employees, servants, and/or independent contractors, to whom they assigned, authorized,  
9 allowed, or entrusted job duties.

10 32. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned  
11 herein, CITY EMPLOYEES, while acting within the course and scope of their employment, did  
12 breach their duty and were negligent in the hiring, retention, training, and supervision of CITY  
13 FIREFIGHTERS, and knew or should have known that they were unfit for specific tasks to be  
14 performed.

15 33. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned  
16 herein, CITY EMPLOYEES nonetheless permitted CITY FIREFIGHTERS to respond to  
17 DEFENDANT'S RESIDENCE on August 2, 2023, and be responsible for the safety of the public  
18 at and around DEFENDANT'S PREMISES.

19 34. Plaintiff is informed and believes, and thereon alleges, that the incompetence and/or  
20 unfitness of CITY FIREFIGHTERS to safely remove the gas-supplied appliance, and to properly  
21 identify and report suspected elder neglect, including self-neglect, and be responsible for the safety  
22 of the public at and around the SUBJECT PREMISES was a substantial factor in causing harm to  
23 Plaintiff.

24 35. As a direct and proximate result of CITY EMPLOYEES' breach of its duty to train  
25 CITY's employees, including CITY FIREFIGHTERS, the employees failed to protect from and  
26 prevent the occurrence of the natural gas explosion and failed to properly protect Plaintiff from the  
27 effects of the explosion, all of which caused Plaintiff to suffer serious bodily injuries.

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1           36.       As a direct and proximate result of CITY EMPLOYEES' breach of one or more of  
2 the duties alleged herein, while in the course and scope of their employment with CITY, and/or  
3 while acting on behalf of or at the direction of CITY, Plaintiff suffered serious bodily injury. As a  
4 further direct and proximate result of CITY EMPLOYEES' breach of duty, Plaintiff has suffered  
5 past and future medical bills, property damage, and noneconomic damages.

6           37.       On February 21, 2024, Plaintiff served a Government Tort Claim upon Defendant  
7 CITY pursuant to California Government Code § 911.2. The CITY rejected Plaintiff's claim on  
8 May 6, 2024.

9                               **SECOND CAUSE OF ACTION**

10                              **PREMISES LIABILITY**

11       *(Against Defendants LAVERNE THERESA PERRY, as trustee for the Perry Family Revocable*  
12                              *Trust 9-13-95, and DOES 21 through 30, inclusive)*

13           38.       Plaintiff realleges and incorporates each and every allegation contained in the  
14 preceding and following paragraphs, as though fully set forth herein.

15           39.       Defendant PROPERTY OWNER owed a duty of reasonable care toward Plaintiff  
16 and others based upon the ownership, possession, control and/or operation of DEFENDANT'S  
17 PREMISES where the INCIDENT occurred. Additionally, said duty is based on the requirements  
18 of Civil Code §1714 requiring all persons to act in a reasonable manner toward others and on the  
19 requirements of *Rowland v. Christian* (1968) 69 Cal.2d 108 regarding liability of landowner for  
20 those activities in relation to the premises.

21           40.       On and before the Stove Removal Incident, through to the date of the Gas  
22 Explosion Incident, and while Plaintiff was in her home, PROPERTY OWNER so negligently  
23 and carelessly owned, operated, supervised, cared for, inspected, handled, and maintained the  
24 PREMISES, including the condition of the stove, which caused it to catch fire, and the condition  
25 of the gas supply outlet to which the stove had been connected, which resulted in an active and  
26 persistent natural gas leak, so as to cause a dangerous and hazardous condition which resulted in  
27 the fire that preceded the Stove Removal Incident, and the hazardous persistent natural gas leak  
28 which caused the Gas Explosion Incident. These hazardous conditions are referred to as the

1 “SUBJECT CONDITIONS”.

2 41. Defendant PROPERTY OWNER failed to use reasonable care to discover any  
3 unsafe conditions, including the SUBJECT CONDITIONS, and to repair, replace, remedy, or  
4 give adequate warning of anything that could be reasonably expected to harm others.

5 42. The SUBJECT CONDITIONS created an unreasonable risk of harm to those in  
6 and around the DEFENDANT’S PREMISES, including an unreasonable risk harm to Plaintiff in  
7 PLAINTIFF’S PREMISES.

8 43. Defendant PROPERTY OWNER created, maintained, controlled, and allowed a  
9 dangerous condition at DEFENDANT’S PREMISES to exist in the area in and around  
10 DEFENDANT’S PREMISES, where Plaintiff and others were located, including but not limited  
11 to the SUBJECT CONDITIONS. Defendant PROPERTY OWNER approved and oversaw the  
12 unsafe SUBJECT CONDITIONS existing at the time of the Stove Removal Incident and Gas  
13 Explosion Incident.

14 44. The PREMISES was in a dangerous condition due to the SUBJECT  
15 CONDITIONS, as it posed a serious risk of injury to foreseeable people in and around  
16 DEFENDANT’S PREMISES, including Plaintiff. The dangerous nature of DEFENDANT’S  
17 PREMISES and the SUBJECT CONDITIONS was known to PROPERTY OWNER, or in the  
18 exercise of reasonable care should have been known to PROPERTY OWNER. However, the  
19 dangerous nature of DEFENDANT’S PREMISES and/or the SUBJECT CONDITIONS was not  
20 known to Plaintiff.

21 45. PROPERTY OWNER caused Plaintiff to suffer severe injuries and attendant  
22 damages.

23 46. PROPERTY OWNER caused Plaintiff to suffer and sustain loss and damages  
24 within the jurisdiction of the Superior Court of California, including but not limited to severe  
25 injuries.

26 47. In addition, as a direct, legal, and proximate result of the combined and  
27 concurrent wrongful acts of PROPERTY OWNER, Plaintiff suffered and sustained, without  
28 limitation, the following loss and damages within the jurisdiction of the Superior Court of

1 California.

2 48. As a direct and proximate result of PROPERTY OWNER’s breach of one or more  
3 of the duties alleged herein, Plaintiff suffered serious bodily injury, past and future economic  
4 damages, property damage, and past and future noneconomic damages.

5 **THIRD CAUSE OF ACTION**

6 **NEGLIGENCE – GAS UTILITY**

7 *(Against Defendants SOUTHERN CALIFORNIA GAS COMPANY, SEMPRRA, and DOES 31*  
8 *through 40, inclusive)*

9 49. Plaintiff realleges and incorporates each and every allegation contained in the  
10 preceding and following paragraphs, as though fully set forth herein.

11 50. At all relevant times herein, SOCAL GAS owed Plaintiff a duty to use reasonable  
12 care to prevent harm to others, including Plaintiff. If a gas company knows, at the time it turns on  
13 the gas, or after turning on the gas becomes aware, that there are defects in the pipes, or if the  
14 company is in possession of facts that would suggest to a person of ordinary prudence that the  
15 pipes in the building are leaking or are otherwise unsafe for the transportation of gas, the company  
16 is under a duty to make such an inspection or investigation as a person of ordinary care and  
17 prudence, similarly situated and handling a dangerous activity such as supplying natural gas, would  
18 make to ascertain the safety of the pipes, before it furnishes or continues to furnish gas through  
19 them. If the gas company fails to do this and furnishes or continues to furnish gas through the  
20 pipes, it does so at its own risk and becomes liable for an injury resulting therefrom. (*Ambriz v.*  
21 *Petrolane, Limited* (1957) 49 Cal.2d 470.)

22 51. SOCAL GAS negligently, and with gross negligence, failed take steps to detect,  
23 prevent, or mitigate the natural gas leak at DEFENDANT’S PREMISES, when it knew or should  
24 have known that the natural gas at DEFENDANT’S PREMISES was leaking for at least three  
25 weeks, and that said leak created an unreasonable risk of an explosion and an unreasonable risk of  
26 harm to others caused by a natural gas explosion. By such conduct, SOCAL GAS failed to detect,  
27 prevent, and mitigate the natural gas leak at DEFENDANT’S PREMISES.

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1           52.       Further, SOCAL GAS knew, or in the exercise of reasonable care should have  
2 known, that failing to use reasonable care to detect, prevent, or mitigate a natural gas leak existing  
3 as a part of its gas utility infrastructure, created an unreasonable risk of injury to Plaintiff and  
4 others similarly situated.

5           53.       SOCAL GAS' negligent, grossly negligent, and reckless acts and omissions,  
6 include without limitation its failure to make an inspection or conduct an investigation to ascertain  
7 the safety of its gas lines before continuing to supply natural gas to DEFENDANT'S PREMISES.  
8 SOCAL GAS failed to detect, prevent, and mitigate the natural gas leak at DEFENDANT'S  
9 PREMISES.

10          54.       Further SOCAL GAS was negligent, grossly negligent, and reckless in its failure  
11 to maintain in complete working order the Smart Meter installed at DEFENDANT'S PREMISES,  
12 which was used to control the flow of natural gas supplied by SOCAL GAS to DEFENDANT'S  
13 PREMISES. This failure, as an alternative theory of liability, resulted in the Smart Meter not  
14 functioning properly to notify SOCAL GAS of the natural gas leak which caused the Gas  
15 Explosion Incident.

16          55.       As a result of SOCAL GAS' failure to exercise reasonable care detect, prevent, or  
17 mitigate the natural gas leak at DEFENDANT'S PREMISES, and its failure to maintain the Smart  
18 Meter in completer working order, a natural gas leak persisted for three weeks, resulting in a  
19 massive explosion starting in DEFENDANT'S PREMISES, and completely destroying  
20 PLAINTIFF'S PREMISES, while Plaintiff was still inside. Had SOCAL GAS acted promptly and  
21 with due care to detect, prevent, or mitigate the natural gas leak, the explosion would not have  
22 happened, and Plaintiff's injuries and damages could have been prevented.

23          56.       As a direct and proximate result of SOCAL GAS' breach of one or more of the  
24 duties alleged herein, Plaintiff suffered serious bodily injury, past and future economic damages,  
25 property damage, and past and future noneconomic damages.

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**FOURTH CAUSE OF ACTION**  
**STRICT PRODUCTS LIABILITY**

*(Against Defendant ACLARA TECHNOLOGIES LLC, SOUTHERN CALIFORNIA GAS COMPANY, SEMPRRA, and DOES 31 through 50, inclusive)*

57. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in the prior paragraphs.

58. Defendant ACLARA designed, developed, tested, manufactured, fabricated, assembled, distributed, bought, sold, inspected, serviced, repaired, maintained, marketed, warranted, supplied, modified, and/or provided the Smart Meter.

59. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, the Smart Meter was defective when it was placed on the market by ACLARA, and when it left ACLARA's possession, and was of such a nature that the defects would not be discovered in the normal course of inspection and operation by users. Moreover, the Smart Meter did not perform as safely as an ordinary consumer would have expected it to perform when used or misused in an intended or reasonably foreseeable way.

60. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, the Smart Meter was defective in design, testing, development, manufacture, fabrication, assembly, distribution, inspection, service, repair, maintenance, marketing, and/or modification, and the instructions and/or warnings pertaining to the Smart Meter was defective and inadequate. The defects in the Smart Meter increased the likelihood of serious injuries when the product was being used in a reasonably foreseeable manner. These defects were capable of causing, and in fact were a substantial factor in causing, serious personal injuries to people like Plaintiff.

61. As a result of ACLARA's negligent, careless, and reckless marketing and use of the Smart Meter, Plaintiff was severely injured. ACLARA deceived the public and its customers in that they were marketing a safe and properly working Smart Meter. The Smart Meter was marketed as being capable of sending hourly gas usage readings digitally to a central computerized hub, and that these readings were recorded and kept as a record of a customer's gas usage. The

1 product was marketed as being able to utilize the data to detect natural gas leaks and reduce the  
2 risk for utility companies. Upon information and belief, the Smart Meter was defective, unsafe,  
3 and not fit to perform the functions ACLARA marked the Smart Meter to perform, which then  
4 caused the Gas Explosion Incident. The Smart Meter was defective and failed to perform safely.  
5 The defect, and its failure to perform safely, was a substantial factor in causing harm to Plaintiff.

6 62. ACLARA knew or should have known that the Smart Meter was defective and  
7 could cause serious injury to people, such as Plaintiff.

8 63. As a direct and proximate result of ACLARA's breach of one or more of the duties  
9 alleged herein, Plaintiff suffered serious bodily injury, past and future economic damages, property  
10 damage, and past and future noneconomic damages.

11 **FIFTH CAUSE OF ACTION**

12 **NEGLIGENCE – PRODUCTS LIABILITY**

13 *(Against Defendants ACLARA TECHNOLOGIES LLC, SOUTHERN CALIFORNIA GAS*  
14 *COMPANY, SEMPRRA, and DOES 31 through 50, inclusive)*

15 64. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
16 and statement contained in the prior paragraphs.

17 65. Plaintiff is informed and believes, and thereon alleges, that ACLARA designed,  
18 tested, developed, manufactured, fabricated, assembled, distributed, bought, sold, inspected,  
19 serviced, warranted, supplied, and/or modified the Smart Meter, and ACLARA, provided  
20 instructions and/or warnings pertaining to the Smart Meter.

21 66. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
22 mentioned, ACLARA had a duty to design, develop, test, manufacture, fabricate, assemble,  
23 distribute, buy, sell, inspect, service, repair, maintain, market, warrant, supply, modify, and/or  
24 provide the Smart Meter, and ACLARA also had a duty to provide instructions and/ or warnings  
25 pertaining to the Smart Meter in a reasonable manner.

26 67. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
27 mentioned, ACLARA knew, or in the exercise of reasonable care should have known, that the  
28 Smart Meter was not designed, tested, developed, fabricated, assembled, distributed, bought, sold,

1 inspected, serviced, repaired, maintained, marketed, warranted, supplied, modified, and/or  
2 provided in a reasonable manner, and additionally, the instructions and/or warnings pertaining to  
3 the Smart Meter were not provided in a reasonable manner, such that ACLARA knew or should  
4 have known about the likelihood and severity of potential harm the defective Smart Meter posed.

5 68. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
6 mentioned, ACLARA negligently, carelessly, and/or recklessly designed, tested, developed,  
7 manufactured, fabricated, assembled, distributed, bought, sold, inspected, serviced, repaired,  
8 maintained, marketed, warranted, supplied, modified, and/or provided the Smart Meter, and the  
9 instructions and/or warnings pertaining to the Smart Meter, such that ACLARA's conduct was not  
10 reasonable.

11 69. As a result of the negligent, careless, and/or reckless design, testing, development,  
12 manufacture, fabrication, assembly, distribution, buying, inspection, service, repair, maintenance,  
13 marketing, warranting, supplying, modifying and/or providing of the Smart Meter Plaintiff  
14 sustained severe, great and permanent personal injuries, while the Smart Meter was being used in  
15 a reasonably foreseeable manner, such that the conduct of ACLARA was a substantial factor in  
16 causing Plaintiff's injuries.

17 70. As a result of ACLARA's negligent, careless, and reckless marketing and use of  
18 the Smart Meter, Plaintiff was severely injured. ACLARA deceived end users that they were  
19 marketing a safe and properly working natural gas metering device such as the Smart Meter. Upon  
20 information and belief, the Smart Meter was defective, unsafe, and caused the subject incident.

21 71. ACLARA knew or should have known the Smart Meter was defective and could  
22 cause serious injury to people, such as Plaintiff.

23 72. As a direct, actual, legal, and proximate result of the conduct of ACLARA, as well  
24 as the defective nature of the Smart Meter, Plaintiff suffered severe damages.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff GLORIA SCOZZARI hereby prays for judgment against all Defendants, and each of them, as follows:

1. For all past and future economic damages, including but not limited to, medical expenses, incidental damages, loss of income, and loss of earning capacity, according to proof;
2. For all past and future non-economic damages, according to proof;
3. All loss of property damage;
4. For pre-judgment and post-judgment interest, as allowed by law;
5. For costs of suit; and
6. For such other and further relief as the Court deems just and proper.

DATED: October 7, 2024

**WILSHIRE LAW FIRM**

By:   
Jonathan C. Teller, Esq.  
Marcelis E. Morris, Esq.  
Attorneys for Plaintiff,  
GLORIA SCOZZARI


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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury in this action as to all causes of action against all Defendants.

DATED: October 7, 2024

**WILSHIRE LAW FIRM**

By: 

Jonathan C. Teller, Esq.  
Marcelis E. Morris, Esq.  
Attorneys for Plaintiff,  
GLORIA SCOZZARI