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David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Nunez, Deputy Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 SIENA MCLAUGHLAN, a minor, by and through )  
14 her Guardian ad Litem, ERIK MCLAUGHLAN; )  
15 DAKOTA LYNN HAMMOND, a minor, by and )  
16 through his Guardian ad Litem NATALIE )  
17 HAMMOND; )  
18 LUKE MICHAEL JAMES HAMMOND, a minor, )  
19 by and through his Guardian ad Litem NATALIE )  
20 HAMMOND; )  
21 SABRINA ANN KING, a minor, by and through )  
22 her Guardian ad Litem, SCOTT KING, )

23 Plaintiffs, )

24 vs. )

25 SOUTHERN CALIFORNIA GAS COMPANY;  
26 SEMPRA ENERGY, and  
27 DOES 1 through 100, inclusive,

28 Defendants.

**CASE NO.: 23STCV18799**

**COMPLAINT FOR DAMAGES:**

1. NEGLIGENCE;
2. NEGLIGENCE *PER SE*;
3. GROSS NEGLIGENCE;
4. PRIVATE NUISANCE;
5. PUBLIC NUISANCE;
6. TRESPASS;
7. STRICT LIABILITY;
8. INVERSE CONDEMNATION;
9. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, AND
10. FAILURE TO PERFORM MANDATORY DUTIES.

**UNLIMITED CIVIL CASE**

**JURY TRIAL DEMANDED**

TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO ALL PARTIES AND  
THEIR ATTORNEYS OF RECORD:

1 **NATURE OF THE CASE**

2 1. On October 23, 2015, SoCalGas announced that it had discovered a natural gas leak  
3 at its Aliso Canyon Gas Storage Facility.

4 2. The Aliso Canyon Storage Facility (the "Facility") is SoCalGas' largest  
5 underground natural gas storage field and one of the largest in the United States. It is located at  
6 12801 Tampa Avenue, Los Angeles, California, in an unincorporated area of Los Angeles County,  
7 and encompasses a surface area of approximately 3,600 acres.

8 3. The Facility is also located nearby the residential community of Porter Ranch,  
9 California, at a distance of approximately one-half (1/2) mile. The Facility is also located nearby  
10 other residential communities, namely Chatsworth, Granada Hills, and Northridge.

11 4. Porter Ranch is home to over 35,000 residents, including many of the Plaintiffs  
12 herein, who have been suffering from and injured by, and continue to suffer from and be injured by,  
13 the toxic impacts of the massive gas leak at the Facility. Since the start of the gas leak, Plaintiffs'  
14 homes and properties and other Porter Ranch residents' homes and properties have been exposed to  
15 and invaded by noxious odors, gases, chemicals, and numerous other pollutants and contaminants.  
16 In addition, portions of Chatsworth, Granada Hills, and Northridge, where several of the Plaintiffs  
17 herein reside, are within the zone of the noxious odors, gases, chemicals, and numerous other  
18 pollutants and contaminants from the Facility.

19 5. The attempts by SoCalGas to remedy the natural gas leak have failed. On December  
20 1, 2015, at a Los Angeles City Council meeting, SoCalGas Chief Executive Officer and President  
21 Dennis Arriola announced that it could take an additional three to four months to halt the flow.

22 6. SoCalGas has attempted to drill a relief well in order to stem the  
23 flow of gas from the leaking well. Defendants plan to intercept the leaking well at more than 8,000  
24 feet below the ground. The drilling process is expected to last several months to complete, and there  
25 is no guarantee that the relief well will stop the flow of gas. As a result, plaintiffs will continue to  
26 suffer from and be injured by exposure to the toxic pollutants on a continuing basis.

27 7. According to the California Air Resources Board, data captured during air quality  
28 measurements conducted on November 7, 2015, and November 10, 2015, indicates an emission rate

1 of approximately 44,000 and 50,000 kilograms of gas per hour, respectively, during these time  
2 periods.

3 8. In the meantime, the residents of Porter Ranch and portions of Chatsworth, Granada  
4 Hills, and Northridge are enduring the health consequences of exposure to methane gas and  
5 mercaptans, the odorants that are added to natural gas so that the presence of gas may be detectable.  
6 In addition, the toxic pollutants contained in the natural gas, including benzene (a known carcinogen)  
7 and other aromatic hydrocarbons, hydrogen sulfides, sulfur dioxide, and radon, pose a serious long  
8 term health risk to residents, and have been measured in the affected communities. Further, Plaintiffs  
9 and the rest of the Porter Ranch community, as well as areas of Chatsworth, Granada Hills, and  
10 Northridge, have watched their property values decline since the inception of the leak.

11 9. As of the filing of this Complaint, approximately 3,000 families have requested  
12 relocation, and an additional approximate 1,800 families have been relocated, from Porter Ranch to  
13 temporary accommodations, including nearby motels and hotels.

14 **JURISDICTION AND VENUE**

15 10. This Court has jurisdiction over this matter pursuant to *California Code of Civil*  
16 *Procedure* section 410.10. Plaintiffs' damages exceed the jurisdictional minimum of this Court.

17 11. Venue is proper in this Court pursuant to *California Civil Procedure Code* sections  
18 395 and 395.5 since defendant SoCalGas is headquartered in, and conducts substantial business in,  
19 the County of Los Angeles.

20 12. Venue in this Court is also proper since a substantial amount of Defendants' conduct  
21 took place in the County of Los Angeles, and because Plaintiffs reside in, and suffered injury in, the  
22 County of Los Angeles.

23 **PLAINTIFFS**

24 13. As described in detail below, Plaintiffs are all individuals who live and/or work in  
25 the Porter Ranch community or in Chatsworth, Granada Hills, and Northridge.

26 **DEFENDANTS**

27 14. Defendant Southern California Gas Company is a California corporation with its  
28 principal place of business in Los Angeles, California.

1           15. Defendant Sempra Energy is a California corporation with its principal place of  
2 business in San Diego, California. Sempra Energy is the parent corporation of SoCalGas.

3           16. Plaintiffs allege on information and belief that Southern California Gas Company and  
4 Sempra Energy are jointly and severally liable for each other's negligence, conduct, and wrongdoing  
5 as alleged herein, in that:

- 6           a. Southern California Gas Company and Sempra Energy operate as a single  
7 business enterprise for the purpose of effectuating and carrying out Southern  
8 California Gas Company's business and/or operations for the benefit of  
9 Sempra Energy
- 10          b. Defendants do not operate as completely separate entities, but rather,  
11 integrate their resources to achieve a common business purpose;
- 12          c. Southern California Gas Company is so organized and controlled, and its  
13 decisions, affairs, and business so conducted as to make it a mere  
14 instrumentality, agent, conduit, or adjunct of Sempra Energy;
- 15          d. Sempra Energy's income contribution results from function integration,  
16 centralization of management and economies of scale with Southern  
17 California Gas Company.
- 18          e. Defendants' officers and management are intertwined and do not act  
19 completely independent of one another;
- 20          f. Defendants' officers and managers act in the interest of Sempra Energy as a  
21 single enterprise;
- 22          g. Sempra Energy has control and authority to choose and appoint Southern  
23 California Gas Company's board members as well as its other top officers  
24 and managers;
- 25          h. Despite both being energy companies and Public Utilities, Defendants do not  
26 compete with one another, but have been structured and organized and  
27 business effectuates so as to create a synergistic, integrated single enterprise  
28 where various components operate in concert one with another;

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- i. Sempra Energy maintains unified administrative control over Southern California Gas Company;
- j. Defendants are insured by the same carriers and provide uniform or similar pension, health, life, and disability insurance plans for employees;
- k. Defendants have unified 401(k) Plans, pensions and investment plans, bonus programs, vacation policies, and paid time off from work schedules and policies;
- l. Defendants have unified personnel policies and practices and/or a consolidated personnel organization or structure;
- m. Defendants have unified accounting policies and practices dictated by Sempra Energy and/or common or integrated accounting organizations or personnel;
- n. Defendants are represented by common legal counsel;
- o. Sempra Energy officers, directors and other management make policies and decisions to be effectuated by Southern California Gas Company and/or otherwise play roles in providing directions and making decisions for Southern California Gas Company;
- p. Sempra Energy officers, directors, and other management direct certain financial decisions for Southern California Gas Company including the amount and nature of capital outlays;
- q. Sempra Energy’s written guidelines, policies, and procedures control Southern California Gas Company, its employees, policies, and practices;
- r. Sempra Energy files consolidated earnings statements factoring all revenue and losses from Southern California Gas Company as well as consolidated tax returns, including those seeking tax relief; and/or, without limitation;
- s. Sempra Energy generally directs and controls Southern California Gas Company’s relationship with, requests to, and responses to inquiries from, the California Public Utilities Commission and uses such direction and

1 control for the benefit of Defendant Sempra Energy.

2 17. DOES 1 through 100 are individuals and/or entities whose true names and capacities  
3 are currently not known to Plaintiffs. DOES 1 through 100 are legally responsible and liable to  
4 Plaintiffs to the extent of the liability of the named Defendants. Plaintiffs will seek leave of the Court  
5 to amend this Complaint to reflect the true names and capacities of the Defendants designated herein  
6 as DOES when such identities and capacities become known.

7  
8 **FACTUAL ALLEGATIONS**

9 18. SoCalGas is the largest natural gas distribution utility in the United States and the  
10 leading provider of natural gas in Southern California.

11 19. Natural gas is primarily composed of the hydrocarbon methane. Methane is classified  
12 as a simple asphyxiant; at high concentrations in an enclosed space, it functions by displacing oxygen  
13 in the air. Natural gas may include other constituents, such as ethane, propane, n-butane, hydrogen  
14 sulfide, and carbon dioxide, all of which are classified as simple asphyxiants and/or irritants. In  
15 addition, natural gas may contain other chemicals such as benzene and radon, known carcinogens.

16 20. Because natural gas is odorless and colorless by itself, natural gas distributors  
17 typically add mercaptans, which function as odorants, so that the presence of natural gas may be  
18 detectable by scent.

19 21. SoCalGas uses an odorant called Scentinel T-50, which is composed of  
20 tetrahydrothiophene (THT) and t-butyl mercaptan. Both gases have strong odors even at low air  
21 concentrations.<sup>1</sup>

22 22. Inhalation of mercaptans can induce short-term health effects, including but not  
23 limited to eye, nose and throat irritation, coughing and nasal congestion, shortness of breath, nausea,  
24 stomach discomfort, dizziness, and headaches.<sup>2</sup>

25 23. Inhalation of methane gas can induce short-term health effects, including but not  
26 limited to eye, nose and throat irritation, coughing and nasal congestion, shortness of breath, nausea,

27 <sup>1</sup> <https://www.socalgas.com/documents/news-room/aliso-canyon-health-fact-sheet-112415.pdf>

28 <sup>2</sup> <https://www.socalgas.com/documents/news-room/aliso-canyon-health-fact-sheet-112415.pdf>

1 stomach discomfort, dizziness, headaches, nose bleeds, flu-like symptoms, dehydration, fatigue and  
2 skin irritation.

3 24. The natural gas, mercaptans, and the constituent chemicals described above, including  
4 benzene, are referred to herein as the "Contaminants."

5 **Defendants Reveal Gas Leak at Aliso Canyon Storage Facility**

6 25. On October 23, 2015, SoCalGas first reported that its crews had discovered a leak at  
7 one of the natural gas storage injection wells at the Facility.

8 26. The Facility is located in an unincorporated area of Los Angeles County, and northern  
9 Los Angeles near Northridge, and encompasses a surface area of approximately 3,600 acres.

10 27. The Facility contains approximately 84 billion cubic feet (of working storage  
11 inventory, 1.875 billion cubic feet per day (Bcfd) of withdrawal capacity, and a current end-of-cycle  
12 injection capacity of 300 million cubic feet per day (MMcfd). Approximately 45% of SoCalGas'  
13 total firm injection capacity is located at the Facility.

14 28. At all relevant times to this litigation, SoCalGas has owned and operated the Facility.  
15 After natural gas is piped in from other locations, SoCalGas stores the gas at the Facility by using  
16 high-powered compressors to pump the gas thousands of feet below the surface.

17 29. The leak stems from the Standard Sesnon-25 ("SS 25") well at the Facility. The  
18 injection well at issue is located approximately 8,500 feet below the surface, and is identified by the  
19 California Division of Oil, Gas, and Geothermic Resources ("DOGGR") as API: 03700776. The  
20 well is used for the injection and withdrawal of natural gas and is one of over 100 similar wells at  
21 the Facility. The wells were built in the 1950s and after and were originally intended for use as oil  
22 extraction wells. In the 1970s, SoCalGas purchased the well field and re-purposed the wells as  
23 injection wells to inject natural gas for storage and eventual distribution throughout Southern  
24 California. Well SS-25 is more than 1 mile deep (nearly 9,000 feet) into the ground, with a storage  
25 capacity of something on the order of 86 Billion cubic feet of gas. The well itself is a pipe within  
26 an outer pipe called a casing. The well is reportedly only cased for the first mile. The casing was  
27 not filled with cement in the 1970s when Defendants took over the wells. This would allow for  
28 passage of gas through the casing in the event of a leak. In the past, fires have broken out at the

1 Facility, including one in 1974 that burned for days on end. The burning gas could be seen at night  
2 from most parts of the Valley and it sounded like a jet engine as it blasted out of a shattered well  
3 head. The famous oil field firefighter Red Adair was eventually called in to put the blaze out,  
4 according to CPUC documents.

5 30. The specific problem is reported to be a leak in a 2 7/8-inch pipe through which gas  
6 is pumped into the Facility's storage chamber. The pipe is located inside the 7-inch well casing.<sup>3</sup>

7 **Defendants Conduct Was Oppressive, Malicious and In Conscious Disregard of the**  
8 **Health and Safety of the Public At Large**

9 31. At all times herein mentioned, Defendants knew that their wells at the Aliso Canyon  
10 Storage Facility were aging and were in a state of disrepair, requiring updating and repair of  
11 corrosion to prevent leakage of natural gas and exposure of natural gas and its chemical constituents  
12 to the neighboring communities. Specifically, in testimony before the PUC in November 2014,  
13 Defendants reported to the PUC “While SoCalGas currently meets existing requirements under  
14 DOGGR regulations, the possibility of a well related incident still exists, given the age of the wells  
15 and their heavy utilization.” Leaks were noted to have occurred at wells at the field in 2008 and 2013  
16 due to the aging of the wells. Defendants outlined a program of needed inspections and repairs to  
17 make the well field safe. Defendants advised the PUC “Ultrasonic surveys conducted in storage  
18 wells as part of well repair work from 2008 to 2013 identified internal/external casing corrosion, or  
19 mechanical damage in 15 wells.” Defendants elected to defer immediate repair of the corroding  
20 pipes in the year 2014 in order to save money and instead applied to the PUC for a rate increase to  
21 cover the cost of repairs. Stated differently, SoCalGas knew there was imminent danger of  
22 catastrophic well failure, but chose not use its funds to effectuate repair knowing full well that all of  
23 those expenses could and would be reimbursed later through the rate-making process. Defendants  
24 knew from their expertise and experience at other sites, that in the event of a failure of the well, such  
25 as through a leak, gas would escape in large quantities due to the high pressure it was under, and  
26 would expose the community down wind, namely Porter Ranch, to the chemicals contained in the  
27 storage facility connected to the well.

28 <sup>3</sup> <http://www.dailynews.com/general-news/20151108/leaking-well-a-vexing-problem>



1           32. Defendants knew that leaks such as the leak at SS-25 were certain to occur with aging  
2 wells because Defendants had multiple prior incidents with well failures at this site and in other  
3 communities. Defendants previously had a well field shut down due to storage problems in East  
4 Whittier and Montebello. As a result, Defendants made settlements and paid penalties for these  
5 leaks in other communities.

6           33. Despite the knowledge that the well was nearly 9,000 feet deep and that the pipes were  
7 subject to corrosion which could cause a leak, and expose the neighboring communities to toxic gas,  
8 Defendants recklessly and wantonly made a decision in approximately 1980 to forego installation of  
9 a safety valve that could have stopped the leak shortly after it began. In approximately 1980,  
10 Defendants determined that a safety valve was not necessary because the well was deemed not a  
11 critical well because it was not within 300 feet of a home. This was an arbitrary decision by  
12 Defendants, made in conscious disregard of the rights of Plaintiffs, who were known to Defendants  
13 to be downwind of the well field.

14           34. As the gas has been seeping up from underground, it has diffused and dissipated into the  
15 neighboring communities, causing injuries and harm. Indeed, continued injections may increase the  
16 release of natural gas by forcing the gas into the water, open crevices, and airways. For example, when  
17 an injection well pushes gas underground, the gas may migrate into the water and into idle wells. Thus  
18 far, it appears that the leak in this instance by Defendants migrated into the water, and the ultimate  
19 destination of this gas is unclear. It is critical that both Defendants and DOGGR address where the gas  
20 is migrating because the presence of gas in water creates serious health and safety problems.

21           35. Upwards of 25% of all methane released in California is now being released from this  
22 one injection well. The difficulties faced by Defendants in controlling the high-pressure leak in one  
23 injection well are exacerbated by any continued high-pressure injection of billions of cubic feet of natural  
24 gas into the oil field. Of greater concern, the continued injections create a serious public health risk for  
25 the families in Porter Ranch. The toxic release of gas is so severe that experts brought to stop the fires in  
26 Kuwait in 1991 are now handling this massive gas leak.

27           36. Gas is escaping from the Field at an astounding rate of approximately 50,000  
28 kilograms per hour.

1           37.     The natural gas at the Facility is odorized with mercaptans before it is injected  
2 underground for storage and a second time when it is extracted and sent to households.<sup>4</sup>

3           38.     On November 18, 2015, California's Division of Oil, Gas & Geothermal Resources  
4 ("DOGGR"), the agency with regulatory authority over the Facility, issued an emergency order to  
5 SoCalGas, directing the Company to provide all testing results, data, and written plans to address  
6 the leak to the Division.<sup>5</sup> The order required Defendants to disclose by November 21, 2015, when  
7 relief well site preparation would be completed and when drilling would start.

8           39.     On November 19, 2015, the Los Angeles County Department of Public Health  
9 issued a Public Health Directive to SoCalGas, stating that the Company should "continue the  
10 abatement process to characterize and repair the subject gas leak, and eliminate odorous  
11 emissions, on an expedited basis in consultation with the appropriate regulatory agencies." In the  
12 interim, SoCalGas was to "offer free, temporary relocation to any area residents affected by odors  
13 from the Aliso Canyon site."<sup>6</sup> Defendants' efforts in that regard have been slow and obstinate,  
14 requiring many threats of legal action by the City of Los Angeles, leaving many residents unable  
15 to be placed in suitable replacement living arrangements, thereby forcing them to be further  
16 exposed to the contaminants.

17           40.     On December 1, 2015, at a Los Angeles City Council meeting, SoCalGas Chief  
18 Executive Office and President Dennis Arriola announced that it could take an additional three to  
19 four months to halt the flow of the contaminants. CEO Arriola apologized to the residents of Porter  
20 Ranch and the neighboring communities and admitted "this is not one of [SoCalGas'] prouder  
21 moments."

22           41.     According to the California Air Resources Board, data captured during air quality  
23 measurements conducted on November 7 and November 10 indicated an emission rate of  
24 approximately 44,000 kilograms per hour and 50,000 kilogram of gas per hour, respectively, during

25 \_\_\_\_\_  
<sup>4</sup> <https://www.socalgas.com/documents/news-room/aliso-canyon-health-faq.pdf>

26 <sup>5</sup> <http://www.conservation.ca.gov/index/Documents/November%2018%2c%202015%20order%20to%20Southem%20California%20Gas.pdf>

27  
28 <sup>6</sup> <Http://publichealth.lacounty.gov/eh/docs/AlisoCanyon.pdf>

1 these time periods. Assuming a constant release of methane at these estimated rates between  
2 October 23 and through November 20, the Facility's gas leak would have generated about 0.80  
3 million metric tons of carbon dioxide equivalent (MMTCO<sub>2</sub>e) to date. This constitutes one quarter  
4 of the total estimated amount of methane emissions released throughout the entire state of California  
5 during the period between October 23 and November 20.<sup>7</sup>

6 42. While the Defendants allegedly have taken and continue to conduct air monitoring in  
7 and around the areas impacted by the Facility and the Contaminants, defendants have not made those  
8 data publicly available, despite requests by residents for access to all testing data.

9 43. On December 6, 2015, SoCalGas announced that it had started drilling a relief well  
10 on December 4, in order to stem the flow of gas from the leaking well. SoCalGas explained that  
11 "[the] relief well is being drilled to intercept the leaking well at more than 8,000 feet below ground."  
12 The entire relief well drilling process has been operating 24/7 and is expected to take three to four  
13 months to complete. "Once the relief well is connected to the leaking well, SoCalGas will pump  
14 fluids and cement into the bottom of the leaking well, and stop the flow of gas and permanently  
15 seal the well."<sup>8</sup> It is entirely unknown whether or to what extent this proposed remedy will be  
16 effective in stopping the gas leak.

17 44. Pursuant to an Abatement Order with the SCAQMD, on or about January 23, 2016,  
18 Defendants finally agreed to shut down the leaking well once the leak is stopped, but refused, and  
19 continued to refuse to shut down the entire well field, which continues to pose an imminent risk of  
20 further gas leaks to the neighboring communities, including Plaintiffs.

21 **SoCalGas Did Not File Required Documents for Injection Well Project**

22 45. SoCalGas is required to obtain a permit from DOGGR before injecting gas and fluids  
23 underground in Aliso Canyon.

24 46. SoCalGas, however, did not file with DOGGR all of the data required to obtain a  
25 permit for this injection well project. The missing or incomplete data includes:

26 \_\_\_\_\_  
27 <sup>7</sup> <http://documents.latimes.com/report-greenhouse-gas-emissions-aliso-canyon-leak>

28 <sup>8</sup> <https://www.socalgas.com/documents/news-room/email/aliso-canyon-updates-email-120615.html>

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- a. Casing diagrams of all idle, plugged and abandoned, or deeper-zone producing wells within the area affected by the project.
- b. Evidence that plugged and abandoned wells in the area will not have an adverse effect on the project or cause damage to life, health, property, or natural resources.
- c. The planned well-drilling and plugging and abandonment program including a flood-pattern map showing all injection, production, and plugged and abandoned wells, and unit boundaries.
- d. Map showing injection facilities.
- e. Maximum anticipated surface injection pressure (pump pressure) and daily rate of injection, by well.
- f. Method of injection.
- g. Monitoring system or method to be utilized to ensure that no damage is occurring and that the injection fluid is confined to the intended zone or zones of injection. 14 C.C.R. 1724.7(a)(4), (a)(5), (c)(1), (c)(2), (c)(3), (c)(4).

47. DOGGR approved the gas storage injection project without these documents.

48. While SS25 was originally permitted before the filing of the formal project application, at the time of the approval of the entire project that encompasses SS25 and dozens of injection wells on April 18, 1989, SoCalGas had not filed all of the required documents.

49. The basic purpose of these injection well regulations is to ensure injected gases and fluids remain confined underground in one area. Air is used in the injection well to first force gas down a two-inch tube and then out of the tube into an injection zone. And like a child blowing air through a straw into a glass of water, air pressure alone may force gas up and out of the zone through any underground holes (usually geological cracks or old oil wells). Confinement protects the water, soil, plants, and air.

50. By not enforcing the laws requiring basic data about the geology and engineering of underground injection wells, the State Oil & Gas Supervisor at DOGGR breached their duty to oversee gas operations to prevent “damage to life, health, property, and natural resources; . . . and damage to underground and surface waters suitable for irrigation or domestic purposes by the

1 infiltration of, or the addition of, detrimental substances.” Pub. Res. Code § 3106(a).

2 51. DOGGR had full knowledge of the problems from its lax oversight of oil and gas  
3 injection well operations by at least 2011. On July 18, 2011, the United States Environmental  
4 Protection Agency (EPA) completed a year-long audit where it concluded DOGGR failed to make  
5 sure underground injections remained confined and failed to require submission of all documents  
6 required.

7 52. Just two weeks before the blowout, DOGGR itself admitted that 78% of underground  
8 injection projects in the central and southern portions of Los Angeles County did not include all the  
9 documents required to be filed by oil and gas companies for injection well projects. There were  
10 “missing well lists, missing well casing diagrams, casing diagrams with insufficient data such as the  
11 location of the top of the injection zone, specific [underground source of drinking water] USDW  
12 depths, or reference to a USDW, and well histories with inconsistent information.” Compounding  
13 the problems, there had not been a proper determination of the appropriate pressure for injection.

14 53. Curiously, in the five months since the blowout stopped, DOGGR also admits only  
15 13 of the 115 gas injection wells operated by SoCalGas can pass mechanical integrity tests. There  
16 have been numerous “leaks” during the last five months.

### 17 **Porter Ranch and Adjacent Communities**

18 54. Porter Ranch is a residential community adjacent to the Facility with a population of  
19 more than 35,000 residents.

20 55. It is situated approximately one-half (1/2) to one (1) mile from the Aliso Canyon  
21 Storage Facility.

22 56. Porter Ranch is home to three prominent California public schools: Castlebay Lane  
23 Charter School, Porter Ranch Community School, and Beckford Avenue Elementary School. Each  
24 of the schools is negatively impacted by the Contaminants in the air of the school buildings and  
25 surrounding areas, which causes the injuries described in more detail below. Initially following the  
26 gas leak, children were playing outside in the contaminated air at their schools. After a time, the  
27 schools move to optional indoor recess. Then, two schools put full-time nurses in place to deal with  
28 the health complaints from children at the schools. Finally, over the winter break, it was decided by

1 LAUSD, that two schools would be relocated to different schools outside of the area of  
2 contamination, with Castlebay being relocated to Sunny Brae in Winnetka and PRCS being relocated  
3 to Northridge Middle School. As a result, children, including some plaintiffs, are now being bused  
4 to schools 7 and 8 miles away from their home school. Others are commuting to school. Others  
5 have transferred to different schools. As a result of the foregoing, and as  
6 described in detail below, certain Plaintiffs who attend or work in the schools have been made ill  
7 and-continue to become ill if they are still attending school. As a result, many Plaintiffs were forced  
8 to keep their children home from school to avoid additional exposure to the Contaminants and  
9 continued illnesses. All of this is a direct and proximate result of the health hazard presented by the  
10 gas leak.

11 57. Chatsworth is a residential community that borders Porter Ranch. It  
12 has a population of more than 35,000 residents. Substantial portions of Chatsworth are similarly  
13 negatively impacted by the Contaminants.

14 58. Granada Hills is a residential community that borders Porter Ranch and Northridge.  
15 It has a population of more than 60,000 residents. Substantial portions of Granada Hills are similarly  
16 negatively impacted by the Contaminants.

17 59. Northridge is a residential community that borders Porter Ranch, Granada Hills and  
18 Chatsworth. It has a population of more than 35,000 residents. Substantial portions of Chatsworth  
19 are similarly negatively impacted by the Contaminants.

20 60. Since the inception of the gas emissions from the Facility, the residents of Porter  
21 Ranch, Chatsworth, Granada Hills, and Northridge have been exposed to the noxious odors from  
22 mercaptans in the natural gas and Contaminants escaping the well.

23 61. Methane is a simple asphyxiant and may displace oxygen in an enclosed space. As  
24 noted above, natural gas can contain numerous constituent chemicals, all of which are also classified  
25 as simple asphyxiants. According to the SoCalGas website, lack of sufficient oxygen may cause  
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28

1 symptoms "progressing from sleepiness to lack of coordination, dizziness and confusions, and  
2 escalating to coma and death if the absence of oxygen is prolonged." <sup>9</sup>

3 62. Exposure to mercaptans, in particular, causes short term health effects that continue  
4 for the duration of the exposure, including respiratory effects, nose bleeds and many other health  
5 effects.

6 63. On November 19, 2015, the Los Angeles County Department of Public Health issued  
7 a Preliminary Environmental Health Assessment, noting that although "methane gas itself poses  
8 little direct health threat upon inhalation in an outdoor space ... [m]ercaptans ... do pose a health  
9 threat to the community, including short-term neurological, gastrointestinal, and respiratory  
10 symptoms that may result from inhalation." The department advised that "[d]aily, short-term  
11 symptoms are expected to continue, as long as the odors remain."

12 64. The release of gas is so large that at one point the leak was releasing an estimated  
13 50,000 kg of methane per hour. In December, 2015, it was estimated that 25% of the methane in  
14 California was in the Porter Ranch vicinity. As of December, 2015, there were over 1,000 air  
15 quality complaints from the community of Porter Ranch, and Defendants were still publicly  
16 claiming there were no short-term health effects, despite complaints from members of the  
17 community, including Plaintiffs.

18 65. To add insult to injury, the Defendants are engaged in the Aliso Canyon Turbine  
19 Replacement Project, which will upgrade and expand the Facility. They are continuing with this  
20 project in the midst of the ongoing gas leak and without knowing when, and if, they will be able to  
21 stop the gas leak. What is more, they are proceeding with the Project before determining the cause  
22 of the current gas leak, before establishing a risk management plan in the event of another gas leak  
23 and before establishing an emergency response plan for the well field.

24 66. Just recently, the California Association of Realtors issued a "red alert" about the  
25 gas leak to its more than 9,000 members. Specifically, the Association issued an addendum to the  
26 association's disclosure guidelines about local facilities located near homes in the San Fernando  
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28 <sup>9</sup> <https://www.socalgas.com/documents/news-room/aliso-canyon-health-faq.pdf>

1 Valley and specifically the homes and neighborhoods impacted by the gas leak. The addendum  
2 specifically states:

3 **Porter Ranch/Aliso Canyon Disclosure:** Buyer is advised of the existence of the  
4 Aliso Canyon Oil Field, located within close proximity to the Porter Ranch Area.

5 ...

6 Buyer is advised that there is currently a gas leak coming from a Southern  
7 California Gas Company storage facility in Aliso Canyon located in close  
8 proximity to the Porter Ranch area. The leak, coming from an underground well,  
9 is releasing large quantities of methane gas. Residents of Porter Ranch have been  
10 complaining of health issues including nausea, headaches and nosebleeds since the  
11 leak began on October 23, 2015. The Southern California Gas Company has  
12 indicated that it is working as quickly as possible to control this leak but at this  
13 time there is no definitive time frame for this process to be completed. Seller and  
14 real estate brokers and their agents do not possess the expertise to advise buyer on  
15 the impact of this leak on the subject property. Buyer is advised to do his own  
16 investigation of this matter during buyer's investigation period. Buyer may contact  
17 the Los Angeles County Department of Public Health at 888-700-9995 and the  
18 Southern California Gas Company at 800-427-2000 for further information.<sup>10</sup>

19 67. Real Estate experts have opined that the existence of the gas leak will “depress home  
20 values for a while. And if it happened once, it will happen again.”<sup>11</sup> As such, the safety of the Porter  
21 Ranch community is in doubt. Real Estate experts have further opined that “[i]t’s going to make it  
22 really hard to sell (homes)” and thus plaintiffs’ will suffer a substantial decline in their market value  
23 as a result of the leak. All real estate within Porter Ranch has sustained a permanent stigma resulting  
24 in a permanent diminution in value.

25  
26  
27 <sup>10</sup> [http://srar.com/mls/Revised\\_8\\_5\\_2015\\_1\\_47\\_Addendum\\_to\\_Residential\\_Purchase\\_Agreement1211.pdf](http://srar.com/mls/Revised_8_5_2015_1_47_Addendum_to_Residential_Purchase_Agreement1211.pdf)

28 <sup>11</sup> <http://www.dailynews.com/business/20151213/housing-market-to-take-hit-from-porter-ranch-gas-leak>



1           68.     To make matters worse, on January 6, 2016, the Governor for the State of California  
2 issued a proclamation that declared the Aliso Canyon gas leak as a state of emergency in Los  
3 Angeles County. The Governor noted in his proclamation that “many residents in the nearby  
4 community have reported adverse physical symptoms as a result of the natural gas leak, and the  
5 continuing emissions from this leak have resulted in the relocation of thousands of people, including  
6 many schoolchildren; and ... major amounts of methane, a powerful greenhouse gas, have been  
7 emitted into the atmosphere...”<sup>12</sup>

8           69.     As of January, 2016, the number of air quality complaints had grown to  
9 approximately 1,800, and members of the Porter Ranch community began publicly complaining to  
10 elected officials and Defendants about the crisis posed by the gas leak and the public health epidemic  
11 it was creating. As of January 2016, and after numerous public hearings and after Declaration of a  
12 State of Emergency by Governor Brown, the well was still leaking and Defendants still did not  
13 know the cause of the leak and still had not fixed the leak.

14                           **Plaintiffs' Exposure to The Aliso Canyon Gas Leak**

15           70.     In addition to the general allegations above, each Plaintiff and/or their property or  
16 place of business has been exposed to the Contaminants, which exposure has caused personal injuries  
17 set forth below. The Plaintiffs in this action are as follows:

18           71.     At all times relevant to this lawsuit, Plaintiff SIENA MCLAUGHLAN owned and/or  
19 resided at 20274 Livorno Way, Porter Ranch, CA 91326

20           84.     At all times relevant to this lawsuit, Plaintiff DAKOTA LYNN HAMMOND owned  
21 and/or resided at 5050 Ringwood Street, Simi Valley, AC 93063

22           85.     At all times relevant to this lawsuit, Plaintiff LUKE MICHAEL HAMMOND owned  
23 and/or resided at 5050 Ringwood Street, Simi Valley, AC 93063

24           86.     At all times relevant to this lawsuit, Plaintiff SABRINA ANN KING owned and/or  
25 resided at 9406 Ventura Way, Chatsworth, CA 91311

26 Each and every of the foregoing Plaintiffs, since at least October 2015, if not earlier, began smelling

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27  
28           <sup>12</sup> <https://www.gov.ca.gov/news.php?id=19263>

1 a noxious odor that resembled rotten eggs. They experienced these odors on a nearly daily basis,  
2 some days more intensely than others, based on wind and other weather conditions.

3 87. In addition to experiencing the noxious odors, each and every of the foregoing  
4 Plaintiffs have suffered and continue to suffer numerous adverse health effects from the gas leak  
5 which have caused them severe personal injuries. Plaintiffs were and are injured in their health,  
6 strength and activity, sustaining injuries to their bodies, all of which said injuries have caused and  
7 continue to cause Plaintiffs great physical, mental and nervous pain and suffering, and emotional  
8 distress. Plaintiffs are informed and believe and thereon allege that said injuries will result in some  
9 permanent disability to them, all to their general damage in an amount that will be stated, according  
10 to proof, in excess of the subject matter jurisdiction of this Court.

11 88. Specifically, as a result of Plaintiffs' exposure to the methane gas, including known  
12 human carcinogens such as benzene and radon, two contaminants confirmed to be – in the mix of  
13 chemicals released, Plaintiffs presently suffer from a serious and reasonable fear of developing  
14 cancer. Plaintiffs' fear of developing cancer is reasonable because Plaintiffs have knowledge that  
15 they have been exposed to known human carcinogens such as benzene and radon, and medical and  
16 scientific opinions establish that the toxic exposure caused by Defendants' conduct has significantly  
17 increased Plaintiffs' risk of cancer and has resulted in an actual risk of cancer that is significant. As  
18 such, Plaintiffs are informed and believe and thereon allege that said injuries will result in some  
19 permanent disability, all to their general damage in an amount unknown to plaintiffs at this time, and  
20 plaintiffs will ask leave of Court to amend this Complaint to set forth the exact amount thereof when  
21 the same shall have been ascertained or according to proof.

22 89. As a result of the gas leak each and every of the foregoing Plaintiffs have had their  
23 lives totally disrupted in numerous ways, including but not limited to: a) the inability to use and  
24 enjoy their home; b) the inability to go about their daily lives and activities; c) the inability to breathe  
25 clean air; d) the inability to enjoy and perform outdoor physical activities; e) the inability to meet and  
26 congregate with family and friends within the Porter Ranch community; and f) the inability to  
27 participate in school activities.

28

1 90. In addition, as a result of the gas leak, Plaintiffs' homes have decreased in value  
2 substantially due to the air contamination, adverse publicity, deposit of hazardous substances on their  
3 homes and community as a whole, exodus from the community of residents, and recent regulations  
4 imposed by the California Association of Realtors requiring Porter Ranch homeowners affected by  
5 the gas leak to disclose the toxic gas leak in any real estate transaction with a prospective buyer.

6 **FIRST CAUSE OF ACTION**

7 **NEGLIGENCE**

8 91. Plaintiffs incorporate by reference each and every allegation set forth in the  
9 preceding paragraphs as if fully set forth herein.

10 92. At all times relevant to this litigation, Defendants owned and operated the Facility.

11 93. At all times relevant to this litigation, Defendants had a duty to exercise reasonable  
12 care in the operation of the Facility, including taking all reasonable steps necessary to prevent the  
13 release of noxious odors, gases and the Contaminants described above from invading the  
14 surrounding community.

15 94. Defendants had an additional duty, once the gas leak was discovered, to immediately  
16 and diligently investigate and repair the gas leak in order to stop to release of the Contaminants.

17 95. Defendants negligently and improperly constructed, maintained, and/or operated the  
18 Facility such that Defendants caused the emission of the Contaminants to invade Plaintiffs' property,  
19 homes, businesses and schools, as described in detail in the foregoing plaintiff paragraphs.

20 96. Defendants have negligently failed to repair the gas leak and stop the flow of  
21 Contaminants into the Porter Ranch and community and the communities surrounding Porter Ranch,  
22 including Chatsworth, Granada Hills, and Northridge.

23 97. By failing to properly construct, maintain and/or operate the Aliso Canyon Storage  
24 Facility and by failing to repair the gas leak, Defendants have breached their duty of ordinary care,  
25 causing the Contaminants to invade Plaintiffs' property, homes, businesses and schools and causing the injuries  
26 described in detail above.

27 98. Defendants knew, or should have known upon reasonable inspection, that such  
28 actions would cause Plaintiffs' property to be invaded by noxious odors, gases, pollutants,

1 chemicals, and other contaminants. Defendants have therefore knowingly breached their duty to  
2 exercise ordinary care and diligence when they improperly constructed, maintained, and/or  
3 operated the Aliso Canyon Storage Facility.

4 99. As a direct and proximate result of Defendants' negligence in constructing,  
5 maintaining, and/or operating the Facility, Plaintiffs' property, homes, businesses and schools were  
6 and are being invaded by noxious odors and the Contaminants.

7 100. As a direct and proximate result of Defendants' foregoing conduct, Plaintiffs have  
8 suffered and continue to suffer personal injuries and property damage as alleged herein in an amount  
9 to be set forth according to proof at trial.

10 101. Defendants' actions as set forth above, which caused Plaintiffs to be exposed to  
11 natural gas (and the contaminants contained therein), have resulted in a continuing contamination of  
12 the environment and deprived residents of Porter Ranch of their ability to live in their homes free of  
13 health problems. At all times, Defendants took these actions with a willful and knowing disregard of  
14 the rights and safety of the community. Such outrageous, willful, and malicious conduct has caused  
15 Plaintiffs great and irreparable harm. Defendants are therefore liable to Plaintiffs for all damages  
16 arising from Defendants' negligent conduct, including compensatory and exemplary relief, including  
17 punitive damages under *Civil Code* section 3294 sufficient to punish Defendants for engaging in this  
18 conduct and to deter similar conduct in the future.

19 102. In addition, Plaintiffs should be awarded attorney's fees under *Code of Civil*  
20 *Procedure* section 1021.5 because the successful prosecution of this action will confer a significant  
21 benefit both pecuniary and non-pecuniary on the general public and a large group of persons by  
22 abating environmental harm and preventing future harm to residents of Porter Ranch. Further, the  
23 necessity and financial burden of private enforcement makes such an award appropriate as the  
24 litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own  
25 expense, and such fees should not in the interest of justice be paid out of the recovery, if any.

26 103. Plaintiffs furthermore need medical monitoring as a result of the toxic exposure  
27 given the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and other toxic  
28 chemicals and the increased chance of developing more serious disease as a result of this exposure.

1 **SECOND CAUSE OF ACTION**

2 **NEGLIGENCE *PER SE***

3 104. Plaintiffs incorporate by reference each and every allegation set forth in the  
4 preceding paragraphs as if fully set forth herein.

5 105. Defendants herein are subject to and regulated under a number of federal and state  
6 statutes, regulations, ordinances, rules, and permits which create, statutory standards, duties, and  
7 obligation that are intended to protect and benefit persons such as the Plaintiffs herein. Plaintiffs  
8 herein are within the class of persons these statutes, regulations, ordinances, rules, and permits are  
9 intended to protect.

10 106. Defendants' acts and omissions resulting in the massive leak of natural gas from the  
11 Aliso Canyon Storage Facility constitute violations of a number of federal and state statutes,  
12 regulations, ordinances, rules, and permits. The Defendants have specifically violated California  
13 *Civil Code* sections 3479 *et seq.*, *Health and Safety Code* sections 41700 *et seq.*, and South Coast  
14 Air Quality Management District Rule 402, amongst others.

15 107. Specifically, on information and belief, in or about November, 2015, the South  
16 Coast Air Quality Management District issued a violation notice to Defendants regarding the  
17 massive leak of natural gas from the Defendants' Aliso Canyon Storage Facility, which began on or  
18 about October 23, 2015.

19 108. In addition, on November 18, 2015, the California Department of Conservation,  
20 Division of Oil, Gas, and Geothermal Resources (DOGGR), issued an Emergency Order pertaining  
21 to the massive gas leak in accordance "with the applicable California regulations requiring  
22 Defendants to monitor wellhead pressures at the Aliso Canyon Field, and to provide certain data  
23 regarding the uncontrolled gas flow from well "Standard Sesnon 25", because Defendants had "not  
24 yet furnished the Division" such data, reports, pressure surveys, well logs, spinner surveys, and other  
25 information as required under the applicable regulations, in order "to prevent, as far as possible,  
26 damage to life, health, property, and natural resources."

27 109. Further, on December 10, 2015, the California Department of Conservation,  
28 Division of Oil, Gas, and Geothermal Resources (DOGGR), issued an additional Emergency Order

1 finding that the Defendants' efforts to remedy the gas leak "have not yet remedied the uncontrolled  
2 flow of fluids or stopped the waste of gas," finding that it was necessary to convene an outside "panel  
3 of technical experts" to assist the Defendants, and ordering Defendants to, among other things,  
4 provide additional data, an updated schedule for the completion of a relief well and well pad  
5 preparation, and a "list of engineering approaches and options along with risks and mitigation  
6 measures to plug and abandon well SS25 once a relief well has penetrated well SS25."

7 110. Defendants' ongoing violations of these state statutes, regulations, ordinances,  
8 rules, and permits constitute negligence *per se* for which Defendants are liable to Plaintiffs.

9 111. Defendants' violations of federal and state statutes, regulations, ordinances, rules,  
10 and permits as described above were the proximate cause of all of the Plaintiffs' injuries and  
11 damages.

12 112. Defendants' actions as set forth above, which caused Plaintiffs to be exposed to  
13 natural gas (and the contaminants contained therein), have resulted in a continuing contamination of  
14 the environment and deprived residents of Porter Ranch of their ability to live in their homes free of  
15 health problems. At all times, Defendants took these actions with a willful and knowing disregard  
16 of the rights and safety of the community. Such outrageous, willful, and malicious conduct has  
17 caused Plaintiffs great and irreparable harm. Defendants are therefore liable to Plaintiffs for all  
18 damages arising from Defendants' negligent conduct, including compensatory and exemplary relief,  
19 including punitive damages under *Civil Code* section 3294 sufficient to punish Defendants for  
20 engaging in this conduct and to deter similar conduct in the future.

21 113. In addition, Plaintiffs should be awarded attorney's fees under *Code of Civil*  
22 *Procedure* section 1021.5 because the successful prosecution of this action will confer a significant  
23 benefit both pecuniary and non-pecuniary on the general public and on a large group of persons by  
24 abating environmental harm and preventing future harm to residents of Porter Ranch. Further, the  
25 necessity and financial burden of private enforcement makes such an award appropriate as the  
26 litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own  
27 expense, and such fees should not in the interest of justice be paid out of the recovery, if any.

28 114. Plaintiffs furthermore need medical monitoring as a result of the toxic exposure

1 given the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and other toxic  
2 chemicals and the increased chance of developing more serious disease as a result of this exposure.

3 **THIRD CAUSE OF ACTION**

4 **GROSS NEGLIGENCE**

5 115. Plaintiffs incorporate by reference each and every allegation set forth in the  
6 preceding paragraphs as if fully set forth herein.

7 116. Defendants' acts and omissions resulting in the massive leak of natural gas from  
8 the Facility demonstrate want of even scant care or an extreme departure from the ordinary  
9 standard of care.

10 117. Defendant's failure to adequately construct, design, maintain and repair the  
11 Facility, and in particular to prevent and contain the release of such massive quantities of natural  
12 gas, or to install adequate backup or failure prevention systems to prevent or contain such  
13 releases in the event of a failure of one of its injection wells, amounts to an extreme departure  
14 from what a reasonably careful person would do in the same situation to prevent harm to others.

15 118. Defendants knew or should have known that the underground storage of billions of  
16 cubic feet of natural gas and associated toxic contaminants under extreme pressure posed a threat of  
17 significant danger to the environment and to the health and well-being of the nearby community and  
18 residents of Porter Ranch and to their real and personal property. Defendants further knew or should  
19 have known that the injection wells which contained and restrained this massive quantity of natural  
20 gas and associated toxic contaminants were inadequately designed, maintained, or constructed.

21 119. The undisputed fact that Defendants have conceded that they have been unable  
22 to repair the leak and that it could take several months or longer before the leak is repaired, is  
23 indisputable evidence that Defendants failed utterly to design, maintain, or construct the Aliso  
24 Canyon Storage Facility and its injections wells and associated equipment in order to prevent  
25 such massive failures `or, in the event of such a failure, to be able to repair and contain such a  
26 leak in an expeditious and effective manner.

27 120. Defendants' acts and omissions therefore demonstrate want- of even scant care or  
28 an extreme departure from the ordinary standard of care amounting to gross negligence.

1 121. Defendants' gross negligence was the proximate cause of all of the Plaintiffs'  
2 injuries and damages.

3 122. Defendants' actions as set forth above, which caused Plaintiffs to be exposed to  
4 natural gas (and the contaminants contained therein), have resulted in a continuing contamination of  
5 the environment and deprived residents of Porter Ranch of their ability to live in their homes free of  
6 health problems. At all times, Defendants took these actions with a willful and knowing disregard  
7 of the rights and safety of the community. Such outrageous, willful, and malicious conduct has  
8 caused Plaintiffs great and irreparable harm. Defendants are therefore liable to Plaintiffs for all  
9 damages arising from Defendants' negligent conduct, including compensatory and exemplary relief,  
10 including punitive damages under *Civil Code* section 3294 sufficient to punish Defendants for  
11 engaging in this conduct and to deter similar conduct in the future.

12 123. In addition, Plaintiffs should be awarded attorney's fees under *Code of Civil*  
13 *Procedure* section 1021.5 because the successful prosecution of this action will confer a significant  
14 benefit both pecuniary and non-pecuniary on the general public and on a large group of persons by  
15 abating environmental harm and preventing future harm to residents of Porter Ranch. Further, the  
16 necessity and financial burden of private enforcement makes such an award appropriate as the  
17 litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own  
18 expense, and such fees should not in the interest of justice be paid out of the recovery, if any.

19 124. Plaintiffs furthermore need medical monitoring as a result of the toxic exposure  
20 given the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and other toxic  
21 chemicals and the increased chance of developing more serious disease as a result of this exposure.

## 22 **FOURTH CAUSE OF ACTION**

### 23 **PRIVATE NUISANCE**

24 125. Plaintiffs incorporate by reference each and every allegation set forth in the  
25 preceding paragraphs as if fully set-forth herein.

26 126. Defendants' wrongful conduct resulting in the gas leak from the Aliso Canyon  
27 Facility constitutes a nuisance in accordance with California *Civil Code* § 3479.

28 127. At all times relevant to this litigation, Defendants owned, maintained, and operated



1 the Facility.

2 128. As alleged above, Defendants, by failing to properly construct and maintain  
3 the Facility and failing to repair the gas leak, created a condition that resulted in the release of  
4 the Contaminants that have invaded and are invading Plaintiffs' property, homes, businesses  
5 and schools.

6 129. The Contaminants are harmful to health, offensive to the senses, and an obstruction  
7 to the free use of Plaintiffs' property.

8 130. Defendants' conduct has interfered and continues to interfere with the comfortable  
9 enjoyment of life and property, including in but not limited to, the following ways:

- 10 a. Causing Plaintiffs to remain inside their homes and forego the use of their  
11 property;
- 12 b. Causing Plaintiffs to keep doors and windows closed when weather conditions  
13 otherwise would not so require;
- 14 c. Causing Plaintiffs to relocate from their homes, either temporarily or  
15 permanently, to accommodations that are not suitable for long-term residence,  
16 such as motels and hotels;
- 17 d. Causing Plaintiffs to withdraw their children from community schools as a  
18 result of the relocations, disrupting the continuity and quality of their education;  
19 and
- 20 e. Causing Plaintiffs to experience health effects and problems described above as  
21 a result of their exposure to the Contaminants emanating from the Facility.

22 131. As a result of the foregoing conduct of Defendants, Plaintiffs have suffered and  
23 continue to suffer personal injuries and damages to their property, as alleged herein.

24 132. Plaintiffs did not consent to the invasion of the Contaminants upon their property,  
25 homes, business and schools.

26 133. An ordinary person would be reasonably annoyed or disturbed by Defendants'  
27 conduct.

28 134. The seriousness of the harm outweighs the public benefit of Defendants' conduct.

1           135. Defendants' substantial and unreasonable interference with Plaintiffs' use and  
2 enjoyment of his property constitutes a nuisance for which Defendants are liable to Plaintiffs for all  
3 damages arising from such nuisance, including compensatory and exemplary relief.

4           136. To date, despite months of efforts, Defendants have been unable to stop the release  
5 of-the Contaminants. Although Defendants have proposed a remedy, this remedy has yet to be  
6 implemented and there is no assurance that it will be effective, nor is there any evidence that the  
7 release of the Contaminants will be fully contained in the foreseeable future.

8           137. Moreover, even if a remedy to this leak is eventually found and implemented,  
9 Defendants-have indicated that they intend to continue to use the Facility, and indeed, intend to  
10 expand the facility, which will only add to future risks of further Contaminant releases, making  
11 Plaintiffs forever reasonably fearful-and insecure in their own homes, schools and community.

12           138. As such, the nuisance created by Defendants is a permanent nuisance, and Plaintiffs  
13 intend to seek all past, present and future damages in this action, including without limitation  
14 diminution of property values for all Property Owner Plaintiffs.

15           139. Should the Court or finder of fact determine that Defendants' nuisance is not  
16 permanent, as alleged above, it nonetheless constitutes a continuing nuisance and Plaintiffs seek the  
17 damages and injunctive relief set forth in the Prayer for Relief below.

18           140. Defendants' actions as set forth above, which caused Plaintiffs to be exposed to  
19 natural gas (and the contaminants contained therein), have resulted in a continuing contamination of  
20 the environment and deprived residents of Porter Ranch of their ability to live in their homes free of  
21 health problems. At all times, Defendants took these actions with a willful and knowing disregard  
22 of the rights and safety of the community. Such outrageous, willful, and malicious conduct has  
23 caused Plaintiffs great and irreparable harm. Defendants are therefore liable to Plaintiffs for all  
24 damages arising from Defendants' negligent conduct, including compensatory and exemplary relief,  
25 including punitive damages under *Civil Code* section 3294 sufficient to punish Defendants for  
26 engaging in this conduct and to deter similar conduct in the future.

27           141. In addition, Plaintiffs should be awarded attorney's fees under *Code of Civil*  
28 *Procedure* section 1021.5 because the successful prosecution of this action will confer a significant

1 benefit both pecuniary and non-pecuniary on the general public and a large group of persons by  
2 abating environmental harm and preventing future harm to residents of Porter Ranch. Further, the  
3 necessity and financial burden of private enforcement makes such an award appropriate as the  
4 litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own  
5 expense, and such fees should not in the interest of justice be paid out of the recovery, if any.

6 142. Plaintiffs furthermore need medical monitoring as a result of the toxic exposure  
7 given the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and other toxic  
8 chemicals and the increased chance of developing more serious disease as a result of this exposure.

9 **FIFTH CAUSE OF ACTION**

10 **PUBLIC NUISANCE**

11 143. Plaintiffs incorporate by reference, each and every allegation set forth in the  
12 preceding paragraphs as if fully set forth herein.

13 144. On or about November 23, 2015, the South Coast Air Quality Management District  
14 issued a notice of violation to SoCalGas citing the "public nuisance" created by the leak.

15 145. Defendants' wrongful conduct resulting in the gas leak from the Aliso Canyon  
16 Facility constitutes a public nuisance in accordance with California *Civil Code* § 3480.

17 146. The Contaminants -invading Plaintiffs' property and the public spaces within the  
18 Porter Ranch community originate from the Facility, which, at all times relevant to this litigation,  
19 was and is constructed, maintained and/or owned and operated by Defendants.

20 147. The Contaminants invading Plaintiffs' property and the public spaces within the  
21 Porter Ranch community are harmful to health, indecent and/or offensive to the senses, and an  
22 interference with the comfortable enjoyment of life or property in-the ways detailed above.

23 148. This condition affected a substantial number of people, including the communities  
24 of Porter Ranch, Chatsworth, Granada Hills, and Northridge.

25 149. Any ordinary person would be reasonably annoyed or disturbed by the noxious and  
26 harmful presence of the Contaminants.

27 150. The seriousness of the harm caused by the Contaminants outweighs any social  
28 utility of Defendants' conduct.

1           151.       Plaintiffs did not consent to Defendants' conduct resulting in the Contaminants  
2 entering and settling upon their land and property and upon the public spaces in the Porter Ranch,  
3 Chatsworth, Granada Hills, and Northridge communities.

4           152.       Plaintiffs each suffered special harm that was different from the community at large  
5 and the general public, as detailed above, including the personal injuries described and the various  
6 burdens associated with living with and/or relocating as a result of the Contaminants.

7           153.       Defendants' conduct was a substantial factor in causing these harms.

8           154.       Defendants are liable to Plaintiffs for all damages arising from Defendants'  
9 wrongful conduct, including compensatory, injunctive, and exemplary relief, as set forth in the  
10 Prayer for Relief below.

11           155.       Defendants' actions as set forth above, which caused Plaintiffs to be exposed to  
12 natural gas (and the contaminants contained therein), have resulted in a continuing contamination of  
13 the environment and deprived residents of Porter Ranch of their ability to live in their homes free of  
14 health problems. At all times, Defendants took these actions with a willful and knowing disregard  
15 of the rights and safety of the community. Such outrageous, willful, and malicious conduct has  
16 caused Plaintiffs great and irreparable harm. Defendants are therefore liable to Plaintiffs for all  
17 damages arising from Defendants' negligent conduct, including compensatory and exemplary relief,  
18 including punitive damages under *Civil Code* section 3294 sufficient to punish Defendants for  
19 engaging in this conduct and to deter similar conduct in the future.

20           156.       In addition, Plaintiffs should be awarded attorney's fees under *Code of Civil*  
21 *Procedure* section 1021.5 because the successful prosecution of this action will confer a significant  
22 benefit both pecuniary and non-pecuniary on the general public and a large group of persons by  
23 abating environmental harm and preventing future harm to residents of Porter Ranch. Further, the  
24 necessity and financial burden of private enforcement makes such an award appropriate as the  
25 litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own  
26 expense, and such fees should not in the interest of justice be paid out of the recovery, if any.

27           157.       Plaintiffs furthermore need medical monitoring as a result of the toxic exposure  
28 given the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and other toxic

1 chemicals and the increased chance of developing more serious disease as a result of this exposure.

2 **SIXTH CAUSE OF ACTION**

3 **TRESPASS**

4 158. Plaintiffs incorporate by reference each and every allegation set forth in the  
5 preceding paragraphs as if fully set forth herein.

6 159. At all relevant times, Defendants owned, occupied and controlled the Facility.

7 160. At all relevant times, Plaintiffs owned or were in possession of their residences,  
8 and their real and personal property.

9 161. Defendants' wrongfully, intentionally, recklessly, or negligently caused the  
10 Contaminants, which were under their control, to migrate from the Facility and wrongfully invade  
11 Plaintiffs' property without Plaintiffs' permission or consent and deposit droplets of oil and other  
12 pollutants on the surfaces of Plaintiffs' real and personal property and chattels.

13 162. These deposits have damaged Plaintiffs' property, including without limitation  
14 damaged paint on Plaintiffs' vehicles.

15 163. Defendants' wrongful conduct in causing the invasion of plaintiff's real and  
16 personal property was a substantial factor in causing all the harms, damages, and injuries suffered  
17 by the Plaintiffs.

18 164. Defendants' wrongful conduct in causing the unpermitted invasion of plaintiff's real  
19 and personal property has imposed numerous expenses, including relocation and moving costs, as  
20 well as other costs and damages upon the Plaintiffs.

21 165. Defendants' wrongful conduct in causing the unpermitted invasion of plaintiff's real  
22 and personal property has caused a substantial diminution in the value of their property and  
23 stigmatized their property, and constitutes a wrongful occupation of their real property entitling them  
24 to recovery of the value of the use of their property pursuant to California *Civil Code* § 3334

25 166. All the harms, damages, and injuries suffered by the Plaintiffs are the proximate  
26 result of Defendants' wrongful conduct in causing the unpermitted invasion of plaintiffs' real and  
27 personal property by toxic pollutants and contaminants migrating from Defendants' Facility and  
28 invading Plaintiffs' real and personal property.

1 167. As a direct and proximate result of Defendants' foregoing conduct, Plaintiffs have  
2 suffered and continue to suffer personal injuries and property damage as alleged herein in an amount  
3 to be set forth according to proof at trial.

4 168. Defendants' actions as set forth above, which caused Plaintiffs to be exposed to  
5 natural gas (and the contaminants contained therein), have resulted in a continuing contamination of  
6 the environment and deprived residents of Porter Ranch of their ability to live in their homes free of  
7 health problems. At all times, Defendants took these actions with a willful and knowing disregard  
8 of the rights and safety of the community. Such outrageous, willful, and malicious conduct has  
9 caused Plaintiffs great and irreparable harm. Defendants are therefore liable to Plaintiffs for all  
10 damages arising from Defendants' negligent conduct, including compensatory and exemplary relief,  
11 including punitive damages under *Civil Code* section 3294 sufficient to punish Defendants for  
12 engaging in this conduct and to deter similar conduct in the future.

13 169. In addition, Plaintiffs should be awarded attorney's fees under *Code of Civil*  
14 *Procedure* section 1021.5 because the successful prosecution of this action will confer a significant  
15 benefit both pecuniary and non-pecuniary on the general public and on a large group of persons by  
16 abating environmental harm and preventing future harm to residents of Porter Ranch. Further, the  
17 necessity and financial burden of private enforcement makes such an award appropriate as the  
18 litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own  
19 expense, and such fees should not in the interest of justice be paid out of the recovery, if any.

20 170. Plaintiffs furthermore need medical monitoring as a result of the toxic exposure  
21 given the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and other toxic  
22 chemicals and the increased chance of developing more serious disease as a result of this exposure.

23 **SEVENTH CAUSE OF ACTION**

24 **STRICT LIABILITY (ULTRA-HAZARDOUS ACTIVITY)**

25 171. Plaintiffs incorporate by reference each and every allegation set forth in the preceding  
26 paragraphs as if fully set forth herein.

27 172. Defendants knew or should have known that storing and distributing natural gas  
28 through aged and deteriorated underground pipes and storage facilities less than one mile from a

1 community of thousands of homeowners would create and has created actual harm to the persons,  
2 animals, land, homes, and chattels of others. Defendant knew or should have known that natural gas  
3 is primarily composed of hydrocarbon methane, which is classified as a simple asphyxiant. Natural  
4 gas also includes other constituents such as ethane, propane, n-butane, hydrogen sulfide, and carbon  
5 dioxide, all of which are classified as simple asphyxiants and/or irritants. In addition, natural gas  
6 may contain other chemicals such as benzene and radon, which are known human carcinogens. The  
7 storing and distribution of natural gas in an unsafe manner, without repair of aging and corroding  
8 pipes that were known to be failing and leaking, has led to a continuous natural gas leak into the  
9 adjoining communities and has resulted in a toxic contamination of the surface and subsurface soil,  
10 atmosphere and environment.

11 173. Defendants knew or should have known that there existed, and still exists, a high  
12 degree of harm to others that would result from Defendant's improper storing and distribution of  
13 natural gas through aged and deteriorated underground pipes and storage facilities less than one mile  
14 from a community of thousands of homeowners, that lead to the subject natural gas leak and resulted  
15 in a toxic contamination of the surface and subsurface soil, atmosphere and environment.

16 174. Defendants' storage and distribution of natural gas through aged and deteriorated  
17 underground pipes and storage facilities with no safety valve and no ongoing repair program, less  
18 than one mile from a community of thousands ultimately led to the gas leak which has contaminated  
19 the surface and subsurface soil, atmosphere and environment with the contaminants and was and is  
20 an ultrahazardous activity.

21 175. The storage and distribution of natural gas and other toxic substances by Defendants  
22 in such a way as to readily permit such chemicals leak through the ground and into the surface and  
23 subsurface soil, atmosphere and environment is not a matter of common usage or practice.

24 176. The storage and distribution of natural gas and other toxic substances by Defendants  
25 in such a way as to readily permit such chemicals to leak through the ground and into the surface  
26 and subsurface soil, atmosphere and environment is inappropriate in any area, but especially in an  
27 area which would and, in fact, did cause exposure to many individuals, families, livestock, and pets  
28 with extremely high amounts of toxic and carcinogenic substances.

1 177. The extent to which the community received any value from Defendants' decision to  
2 store and distribute natural gas through aged and deteriorated underground pipes and storage  
3 facilities less than one mile from a community of thousands that ultimately led to the gas leak which  
4 has contaminated the surface and subsurface soil, atmosphere and environment with natural gas (and  
5 the toxic chemicals contained therein) is outweighed by the activity's known dangerous toxic, and  
6 carcinogenic effects.

7 178. Due to Defendants' actions, Plaintiffs have suffered damages as set forth above.

8 179. As a direct and proximate result of Defendants' foregoing conduct, Plaintiffs have  
9 suffered and continue to suffer personal injuries and property damage as alleged herein in an amount  
10 to be set forth according to proof at trial.

11 180. Defendants' actions as set forth above, which caused Plaintiffs to be exposed to  
12 natural gas (and the contaminants contained therein), have resulted in a continuing contamination of  
13 the environment and deprived residents of Porter Ranch of their ability to live in their homes free of  
14 health problems. At all times, Defendants took these actions with a willful and knowing disregard  
15 of the rights and safety of the community. Such outrageous, willful, and malicious conduct has  
16 caused Plaintiffs great and irreparable harm. Defendants are therefore liable to Plaintiffs for all  
17 damages arising from Defendants' negligent conduct, including compensatory and exemplary relief,  
18 including punitive damages under *Civil Code* section 3294 sufficient to punish Defendants for  
19 engaging in this conduct and to deter similar conduct in the future.

20 181. In addition, Plaintiffs should be awarded attorney's fees under *Code of Civil*  
21 *Procedure* section 1021.5 because the successful prosecution of this action will confer a significant  
22 benefit both pecuniary and non-pecuniary on the general public and a large group of persons by  
23 abating environmental harm and preventing future harm to residents of Porter Ranch. Further, the  
24 necessity and financial burden of private enforcement makes such an award appropriate as the  
25 litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own  
26 expense, and such fees should not in the interest of justice be paid out of the recovery, if any.

27 182. Plaintiffs furthermore need medical monitoring as a result of the toxic exposure given  
28 the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and other toxic



1 chemicals and the increased chance of developing more serious disease as a result of this exposure.

2 **EIGHTH CAUSE OF ACTION**

3 **INVERSE CONDEMNATION**

4 183. Plaintiffs incorporate by reference each and every allegation set forth in the  
5 preceding paragraphs as if fully set forth herein.

6 184. Defendants' ownership and operation of the Facility constitutes a public  
7 improvement for a public use and constitutes a "Public Utility" pursuant to California *Public Utilities*  
8 *Code* Section 216.

9 185. Defendants' owned and substantially participated in the planning, approval,  
10 construction and operation of the Facility and various underground and above ground public  
11 improvements used for storing and supplying natural gas to the surrounding public, and exercised  
12 control and dominion over said Facility and public improvements as a public project and public  
13 benefit and possess, hold and use the power of eminent domain to obtain rights of way, real property,  
14 and easements for purposes of conducting its operations.

15 186. Defendants' Facility and various underground and above ground public  
16 improvements used for storing and supplying natural gas to the surrounding public were  
17 deliberatively designed and constructed, and present an inherent danger and risk of a natural gas leak  
18 to private property. Acting in furtherance of the public objective of supplying natural gas to the  
19 public, Defendant did assume such a risk that private property would be damaged or destroyed by  
20 the natural gas leak and contamination.

21 187. On or about October 23, 2015 and continuously thereafter, the inherent risk of a gas  
22 leak became a reality, which directly and legally resulted in the taking and/or damage to Plaintiffs'  
23 property.

24 188. The conduct as described herein was a substantial factor in causing damage to a  
25 property interest protected by the United States Constitution, Fifth Amendment and Article I Section  
26 19 of the California Constitution which entitles Plaintiffs to just compensation according to proof at  
27 trial for all damage incurred.

28 189. That further, under and pursuant to California *Code of Civil Procedure*, Section

1 1036, Plaintiffs are entitled to recover all litigation costs and expense with regard to the  
2 compensation for damage of properties, including attorneys' fees, expert fees, consulting fees and  
3 litigation costs.

4 **NINTH CAUSE OF ACTION**

5 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

6 190. Plaintiffs incorporate by reference each and every allegation set forth in the  
7 preceding paragraphs as if fully set forth herein.

8 191. At all times herein mentioned, defendants knew that their wells at the Facility were  
9 aging and were in a state of disrepair, requiring updating and repair of corrosion to prevent leakage  
10 of natural gas and exposure of natural gas and its chemical constituents to the neighboring  
11 communities. Specifically, in testimony before the PUC in November 2014, Defendants reported to  
12 the PUC "While SoCalGas currently meets existing requirements under DOGGR regulations, the  
13 possibility of a well related incident still exists, given the age of the wells and their heavy utilization."  
14 Leaks were noted to have occurred at wells at the field in 2008 and 2013 due to the aging of the  
15 wells. Defendants outlined a program of needed inspections and repairs to make the well field safe.  
16 Defendants advised the PUC "Ultrasonic surveys conducted in storage wells as part of well repair  
17 work from 2008 to 2013 identified internal/external casing corrosion, or mechanical damage in 15  
18 wells." Defendants elected to defer immediate repair of the corroding pipes in the year 2014 in order  
19 to save money and instead applied to the PUC for a rate increase to cover the cost of repairs.

20 192. With conscious disregard for the safety of the residents of Porter Ranch and the  
21 neighboring communities of Northridge, Granada Hills and Chatsworth, defendants intentionally  
22 allowed their aging wells to remain in a deteriorating condition where they were certain to fail with  
23 time, knowing that the wells did not have safety valves that would have resulted in early detection  
24 of a gas leak and would have enabled Defendants to shut off the leak at an early stage, and knowing  
25 that in the event of a gas leak, due to the tremendous pressure the wells were under, enormous  
26 amounts of toxic contaminants would be released into the atmosphere and environment, and would  
27 expose Plaintiffs to the Contaminants because Plaintiffs were directly downwind of the well field.

28 193. Defendants' failure to repair the aging pipes and to maintain the wells in a

1 reasonably safe condition, in light of the disastrous consequences in the event of a failure, is conduct  
2 that is shocking and in conscious disregard of the rights and well-being of thousands upon thousands  
3 of innocent residents of the neighboring communities, and the risk that Defendants exposed humans  
4 and the environment to is an outrageous act that exceeds all bounds of decency tolerated by our  
5 society.

6         194. Defendants exhibited a reckless disregard for the probability of causing plaintiffs  
7 severe emotional distress by contaminating plaintiffs' air, homes, atmosphere and environment, and  
8 by failing and refusing to promptly take steps to acknowledge or remedy the situation, once it  
9 unfolded. Specifically, Defendants were slow to act in informing Plaintiffs of the dangers to their  
10 health, were slow to act in providing Plaintiffs with suitable, or in some cases, any, alternative living  
11 arrangements, were slow to act in stopping the leak, were slow to act in responding to governmental  
12 requests for information and answers about the leak and the progress in stopping the leak, and as a  
13 result, Defendants exposed Plaintiffs to a disastrous situation that forced them to choose between  
14 protecting their health and living in their own homes.

15         195. Defendants intentionally failed to promptly take steps to stop the contamination or  
16 to warn plaintiffs of the contamination and its consequences, once it was apparent that there was a  
17 leak that was exposing Plaintiffs to the contaminants.

18         196. As a proximate result of Defendants' acts, all plaintiffs are severely emotionally  
19 distressed due to the fear of continued exposure to the contaminants and their consequences.

20         197. As a proximate result of Defendants' acts, all plaintiffs are severely emotionally  
21 distressed because plaintiffs are now aware of their exposure to the contaminants, some of which  
22 are carcinogens. Plaintiffs suffer and will continue to suffer severe emotional distress because of  
23 the reasonable certainty that they will suffer future medical complications as a result of their  
24 exposure to the contaminants.

25         198. Defendants made a conscious decision to put corporate profits ahead of the safety,  
26 health and lives of the individuals and families living around Porter Ranch. Such morally  
27 reprehensible conduct cannot and should not be tolerated.

28         199. As a direct and proximate result of Defendants' foregoing conduct, Plaintiffs have

1 suffered and continue to suffer personal injuries and property damage as alleged herein in an amount  
2 to be set forth according to proof at trial.

3           200.       Defendants' actions as set forth above, which caused Plaintiffs to be exposed to  
4 natural gas (and the contaminants contained therein), have resulted in a continuing contamination of  
5 the environment and deprived residents of Porter Ranch of their ability to live in their homes free of  
6 health problems. At all times, Defendants took these actions with a willful and knowing disregard  
7 of the rights and safety of the community. Such outrageous, willful, and malicious conduct has  
8 caused Plaintiffs great and irreparable harm. Defendants are therefore liable to Plaintiffs for all  
9 damages arising from Defendants' negligent conduct, including compensatory and exemplary relief,  
10 including punitive damages under *Civil Code* section 3294 sufficient to punish Defendants for  
11 engaging in this conduct and to deter similar conduct in the future.

12           201.       In addition, Plaintiffs should be awarded attorney's fees under *Code of Civil*  
13 *Procedure* section 1021.5 because the successful prosecution of this action will confer a significant  
14 benefit both pecuniary and non-pecuniary on the general public and a large group of persons by  
15 abating environmental harm and preventing future harm to residents of Porter Ranch. Further, the  
16 necessity and financial burden of private enforcement makes such an award appropriate as the  
17 litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own  
18 expense, and such fees should not in the interest of justice be paid out of the recovery, if any.

19           202.       Plaintiffs furthermore need medical monitoring as a result of the toxic exposure  
20 given the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and other toxic  
21 chemicals and the increased chance of developing more serious disease as a result of this exposure.

22                                   **PRAYER FOR RELIEF**

23           WHEREFORE, Plaintiffs request that the Court enter judgment in their favor and against  
24 Defendants, awarding as follows:

- 25           1.       Actual, general, special, incidental, statutory, compensatory and consequential  
26 damages in an amount to be proven at trial, including compensatory damages for:
- 27               a.    The diminution in market value of Plaintiffs' properties;
  - 28               b.    The loss and use of enjoyment of Plaintiffs' properties;

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- c. Damage to Plaintiffs' personal property;
- d. Costs and expenses incurred as a result of Plaintiffs having to cope with the Contaminants, including without limitation costs of relocation, additional costs of commuting from their relocated location, costs associated with maintaining their residences while simultaneously living where relocated.
- e. Damages for the pain and suffering caused by the personal injuries detailed above;
- f. Medical costs and expenses incurred in the personal injuries detailed above;
- g. The costs of medical monitoring reasonably certain and medically necessary due to exposure to the Contaminants.
- h. Increased risk of future disease or illness;
- i. Emotional distress and mental anguish;
- j. Fear of cancer.

2. Public disclosure of all sampling and analysis of air quality, including but not limited

to:

- a. Assay (composition) of gas;
- b. Environmental conditions at time of sampling;
- c. FLIR and/or infrared measurements; and
- d. Precise location of gas release.

3. Injunctive and equitable relief in the form of:

- a. Provision of relocation services for all Plaintiffs;
- b. Provision of air monitoring and appropriate testing of Plaintiffs real and personal properties for toxic contaminants;
- c. Provision of a court-supervised fund for future medical monitoring for all plaintiffs exposed to the natural gas and associated toxic contaminants emanating from the Aliso Canyon Facility;
- d. Provision for suspending payments to Southern California Gas Company for gas bills pending cessation-of gas leak and, in the case of those plaintiffs who

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relocated, upon return to their homes;

- e. Appointment of an independent coordinator to assist residents with relocation, health consultation and any other support necessary as a result of the gas leak;
- f. Implementation of a real time community warning system, including meteorological data at location of gas leak, wind speed and direction, location of plume(s) and maps showing concentrations off site;
- g. Cessation of the Aliso Canyon Turbine Replacement Project until the gas leak has been stopped, the root cause of the gas leak has been investigated and determined, a risk mitigation plan for well failure has been studied and established, and an emergency response plan has been studied and established.

4. Punitive damages in an amount required to punish Defendants and deter similar future conduct.

5. Damages for Inverse Condemnation, including:

- a. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost personal and/or real property;
- b. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or personal property;
- c. Loss of wages, earning capacity and/or business profits or proceeds and/or any related displacement expenses;
- d. Prejudgment interest from October 23, 2015, according to proof;
- e. Attorney fees;

6. All costs including reasonable attorneys' fees, court costs, and other litigation expenses;

7. Interest; and

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8. Such other relief as the Court deems just and proper.

Dated: August 8, 2023

ENGSTROM, LIPSCOMB & LACK

By 

WALTER J. LACK  
DANIEL G. WHALEN  
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**JURY TRIAL DEMAND**

Plaintiffs hereby demand a jury trial on all causes of action for which a jury is available under the law.

Dated: August 8, 2023

ENGSTROM, LIPSCOMB & LACK

By 

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