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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

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County of Los Angeles

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CASE NO. **19STCV02570**
[TO BE COORDINATED WITH JCCP 4861]
COMPLAINT FOR DAMAGES
JURY TRIAL DEMANDED

FAXED

1 individual; KERI LEANN RODRIGUEZ, an
individual; RAYMOND L. SCHILLER, an
2 individual; SETH SPRINGER, an individual;
PAUL E. SORUM, an individual; DEJUAN
3 ARTHUR TALLEY, an individual; and
ROBERT T. TOSAYA, an individual;

4 Plaintiffs,

5 vs.

6 SOUTHERN CALIFORNIA GAS
COMPANY, a California Corporation; and
7 SEMPR ENERGY, a California Corporation;
DOES 1 through 100, inclusive.

8 Defendants.
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1 I. INTRODUCTION

2 1. Between October 23, 2015 and February 18, 2016, Southern California Gas
3 Company could not stop toxic gases from spewing out of the Aliso Canyon Natural Gas Storage
4 Facility. Toxic gas rolled down hill into the
5 residential communities in the northern San
6 Fernando Valley. By volume, this blowout
7 released 220 times more gas than oil released in
8 the 2010 Deepwater Horizon oil spill. Methane
9 emissions in California increased by 25 percent.



10 2. Firefighters remained to protect
11 residents and injured SoCalGas employees.

12 3. SoCalGas partnered with the Los Angeles County Department of Public Health and
13 told the Firefighters there were “no hazards” and natural gas was “not toxic.”

14 4. SoCalGas knew its statements were false – gas transported to Aliso Canyon had
15 known cancer causing chemicals like benzene. The benzene levels were at 100,000 parts per
16 billion (ppb) in one gas well: 100,000 times higher than the state standard. It appears that 1996 is
17 the last time SoCalGas gave the public actual notice of the benzene risk. (See,
18 http://www.gascapc.org/index_02/PROP%2065%202.html.)

19 5. SoCalGas also knew the gas had formaldehyde, another cancer causing chemical.

20 Firefighters learned of
21 the formaldehyde after
22 SoCalGas admitted on
23 August 1, 2018 that it
24 distributes natural gas
25 with formaldehyde.

26 6. By
27 withholding this vital
28 information, SoCalGas

SAFETY SERIES Proposition 65 Warning

Pursuant to Proposition 65, the State of California lists substances known to cause cancer or reproductive harm. SoCalGas® strives to provide safe and reliable service to all of our customers. We want you to be aware of these substances as they relate to natural gas service so that you can reduce possible exposure. Our service territory encompasses approximately 20,000 square miles across Central and Southern California. We have numerous facilities and worksites within the service territory and natural gas is used throughout this area (see attached map). Please be advised of the following Proposition 65 Warning:

WARNING: Being at or near our facilities and work sites, as well as using natural gas, can expose you to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, including formaldehyde and carbon monoxide, from the inhalation of or contact with natural gas or its combustion products. For more information go to www.P65Warnings.ca.gov.

© 2018 Southern California Gas Company. All copyright and trademark rights reserved.
Formaldehyde and carbon monoxide are listed under Proposition 65.

1 failed to protect the community and the people protecting us. The Firefighters suffered from, and
2 in some cases continue to suffer from nosebleeds, migraine headaches, dizziness, skin rashes,
3 sleeping difficulties, and breathing difficulties. Many now battle cancer.

4 7. This lawsuit is brought to protect our Firefighters from Defendants Southern
5 California Gas Company, Sempra Energy, and Does 1–100.

6 **II. JURISDICTION AND VENUE**

7 8. This Court has jurisdiction pursuant to California Code of Civil Procedure §§ 395
8 and 395.5 because Defendants are headquartered in California and do business in the County of
9 Los Angeles, California. Additionally, Firefighter Plaintiffs' damages exceed the jurisdictional
10 minimum for this Court.

11 9. Venue is proper in the County of Los Angeles because Defendants are located
12 and/or perform business in this County, and a substantial part of the events, acts, omissions, and
13 transactions complained of herein occurred in and/or originated within Los Angeles County.

14 10. Further, venue and jurisdiction is proper in this Court pursuant to Code of Civil
15 Procedure § 404.3 and California Rules of Court 3.540, whereby the Honorable John Shepard
16 Wiley, Jr., of the Superior Court of California, County of Los Angeles was assigned to sit as
17 coordination trial judge by the Judicial Council of California. Accordingly, this Court has
18 jurisdiction of this action pursuant to California Code of Civil Procedure § 410.10.

19 **III. FACTUAL BASIS FOR THE CLAIMS ASSERTED**

20 **A. Neighborhoods near Aliso Canyon**

21 11. The communities near Porter Ranch are known for spacious lawns and outdoor
22 communal spaces located directly south of the Santa Susana Mountains. The homes on the eastern
23 side of Porter Ranch and Granada Hills were generally built in or before the 1960's while homes
24 on the west side tend to be master planned communities built starting in the 1970's to the present.

25 12. The Porter Ranch community is also known for strong public schools, reasonable
26 commute into Los Angeles, and beautiful views of the San Fernando Valley.

27 **A. SoCalGas stores gas at Aliso Canyon from April to November**

28 13. Defendant SoCalGas is the nation's largest natural gas distribution utility.

1 14. In 1971, SoCalGas bought an old oil field (the Aliso Canyon Oilfield) located in
2 the northern San Fernando Valley in the Santa Susana Mountains.

3 15. SoCalGas converted this oilfield to store gas for distribution primarily during the
4 winter. The Facility is the largest of the four gas storage fields owned and operated by SoCalGas
5 in Southern California.

6 16. SoCalGas transports gas via
7 underground pipelines to California and then
8 pumps the gas underground into the Sesnon-
9 Frew reservoir in Aliso Canyon.

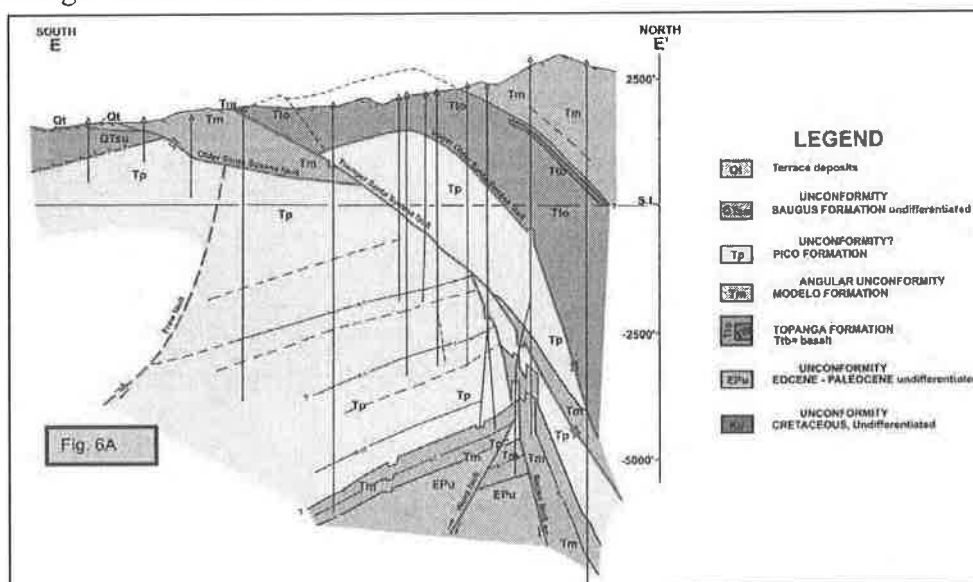


10 17. Gas is stored in the
11 underground layers in small gaps, which act
12 like sponges and absorb the gas.

13 18. Gas injections usually start in April and continue through October. By November,
14 the facility is generally at its peak capacity just before the winter heating requirements.

15 19. The Aliso Canyon Gas Storage Facility injects underground near multiple fault
16 lines including the Northridge Thrust Fault and the Santa Susana Fault lines. The Santa Susana

17 Fault Lines shown
18 here demonstrate
19 how the fault lines
20 come to the surface –
21 providing a pathway
22 for the gas to come
23 to the surface and
24 into Porter Ranch.

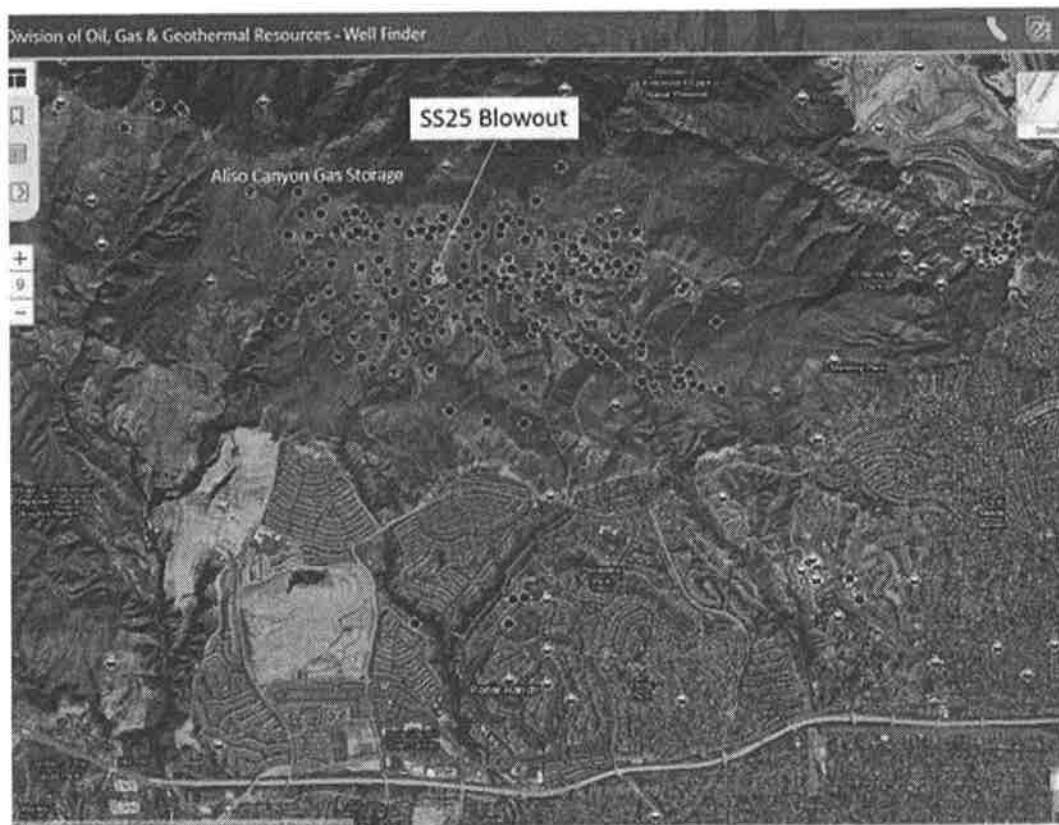


25 20. SoCal
26 Gas also injects toxic
27 waste water underground. This waste is from SoCalGas's oil and gas operations and is primarily
28 injected into water flood wells. SoCalGas also injects the waste water from Crimson and Termo.

1 Water flood wells are also used to increase pressure underground and control the movement of oil
2 or gas underground.

3 **B. Blowout at Aliso Canyon**

4 21. On October 23, 2015, SoCalGas detected an uncontrolled flow of fluids and gas
5 from gas injection well “Standard Sesnon 25” (API no. 03700776 known as SS-25). In the month
6 before this blowout, SoCalGas injected over 5.7 billion cubic feet of gas into the underground
7 reservoir (called the Sesnon-Frew).



21 22. SoCalGas delayed notifying the community or the authorities of the gas leak for
22 several days. This delay led to the filing of three misdemeanor criminal charges by the Los
23 Angeles County District Attorney against SoCalGas for its failure to report the gas leak and one
24 count of discharge of air contaminants in violation of California Health and Safety Code section
25 41700.

26 23. SoCalGas also told regulators and the public there were no public health concerns
27 from the gas leak: “the [gas leak] does not pose an imminent threat to public safety. The well is
28 located in an isolated, mountain area more than a mile away from and more than 1,200 feet higher

1 than the closest home or public area. . . . In outdoor locations such as this, natural gas quickly
2 dissipates into the air, greatly reducing the possibility for ignition and further diluting the gas as it
3 reaches the public.”¹



15 24. Infrared photography captured during the blowout demonstrated that SoCalGas’s
16 representations were false.

17 25. The blowout at SS-25 caused gas and other toxic pollutants, as described in more
18 detail below, to migrate directly into the residential areas.

19 26. Firefighters went into the community and to the Aliso Canyon Gas Storage facility
20 to help injured employees and residents. Having no warning by SoCalGas about the toxic
21 chemical exposures, the Firefighters went to these areas without any personal protective gear.

22 27. The physical harm and impact to real property was demonstrated by visible mists
23 and droplets on properties. Some of the contamination was the result of unsuccessful efforts to
24 stop the gas by pumping down the hole massive amounts of drilling mud, waste water, and
25 chemicals. These chemicals came back up with the gas blowing out of the well and were
26 dispersed in Porter Ranch and the surrounding communities. The physical injuries and impact to

27 ¹ SoCalGas.com, Aliso Canyon Updates (Update from Oct. 28, 2015), available at:
28 [https://www.socalgas.com/cs/ContentServer?c=Page&pagename=SoCalGas%2Fscg%2Flayout&
rendermode=preview&cid=1446547319045](https://www.socalgas.com/cs/ContentServer?c=Page&pagename=SoCalGas%2Fscg%2Flayout&rendermode=preview&cid=1446547319045).

1 real property were corroborated by unpleasant and enduring odors, and acute respiratory (eye,
2 nose, and throat irritation) and central nervous system (headaches, dizziness) symptoms, many of
3 which were reported to the Los Angeles County Department of Public Health (“DPH”).

4 28. SoCalGas also identified a potential oily mist from the gas leak, but on November
5 14, 2015, it reassured the community: “the mist would not travel beyond the facility.” SoCalGas
6 assured the public that “there was no reason to stay indoors.”² These statements were knowingly
7 false and/or made with a reckless disregard for the truth.

8 29. Oil emissions
9 showed up first around the
10 well head of SS-25.



11 30. This became
12 an oily mist that was
13 invisible until cooler air
14 caused the oil droplets to
15 congeal and land on homes
16 and cars.

17 31. The Firefighters, along with the people living near the Facility, breathed in this oily
18 mist.

19 32. In the face of this disaster, on November 18, 2015, the Division of Oil, Gas &
20 Geothermal Resources (“DOGGR”) issued an emergency order to SoCalGas to provide data about
21 the blowout that was now clearly out of control.

22 33. The next day, November 19, 2015, the Los Angeles County Department of Public
23 Health (“DPH”) confirmed what SoCalGas had already agreed to do – pay for relocation of
24 residents within a five-mile radius of the gas leak at well SS-25.³ SoCalGas wrote to DPH that it

25 ² It was available to all residents of Porter Ranch (91326 zip code), and parts of Chatsworth (91311
26 zip code), Granada Hills (91344 zip code), and Northridge (zip codes 91324 and 91325). SoCalGas
27 conceded at the time, this area was based on “the approximate location of the residential odor complaints
28 received by SCAQMD (the South Coast Air Quality Management District).” (See, SoCalGas.com, Aliso
Canyon Updates (Update from November 14, 2015) previously available at: <https://www.socalgas.com/newsroom/aliso-canyon-updates-11-14-15>.)

³ (See SoCalGas press release and map available at <http://www.prnewswire.com/news->

1 had already been "voluntarily offering free, temporary relocation assistance to residents."

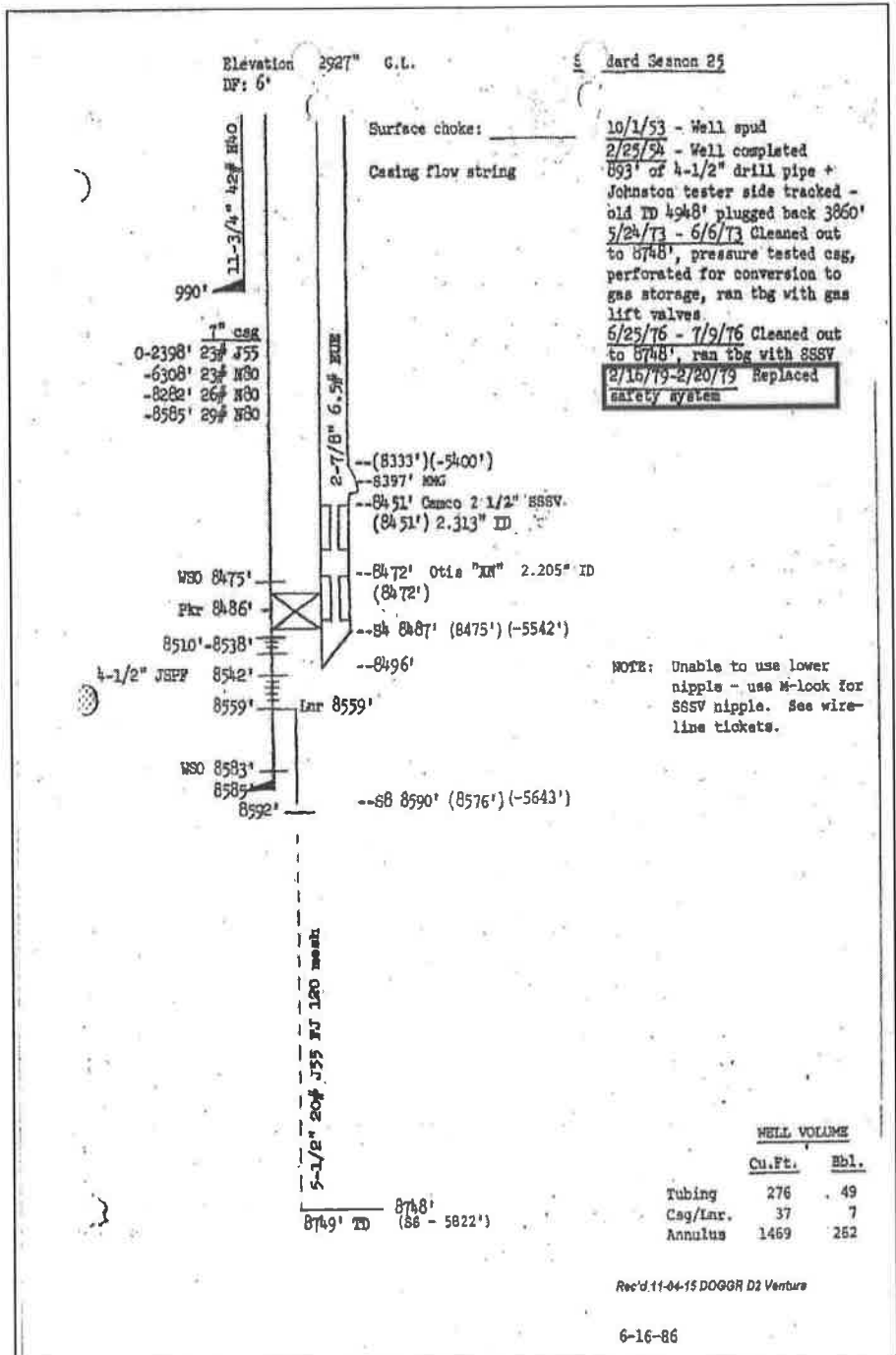
2 34. Neither DPH nor SoCalGas recommended any similar relocation for the
3 Firefighters, nor did they recommend any other safety measures for the people protecting us.

4 35. The gas leak and health problems impact the first responders and Firefighters who
5 remained to care for anyone left behind during the holidays. Firefighters are already vulnerable in
6 their work duties, and when possible, firefighters are given notice of the chemical exposures to put
7 on proper protective gear.

8 Near Aliso Canyon, the
9 firefighters had no
10 protection. As described
11 below, the Firefighters
12 became ill from this
13 exposure before, during
14 and after the holidays.

15 36. Initial
16 reports about the SS-25
17 well failure suggested the
18 safety valve failed, but
19 subsequent discovery
20 suggests there was no
21 safety valve at all.

22 37. SoCalGas
23 told DOGGR in 1979 that
24 it "replaced" the safety
25 valve, but on information
26 and belief, SoCalGas
27 actually "removed" the



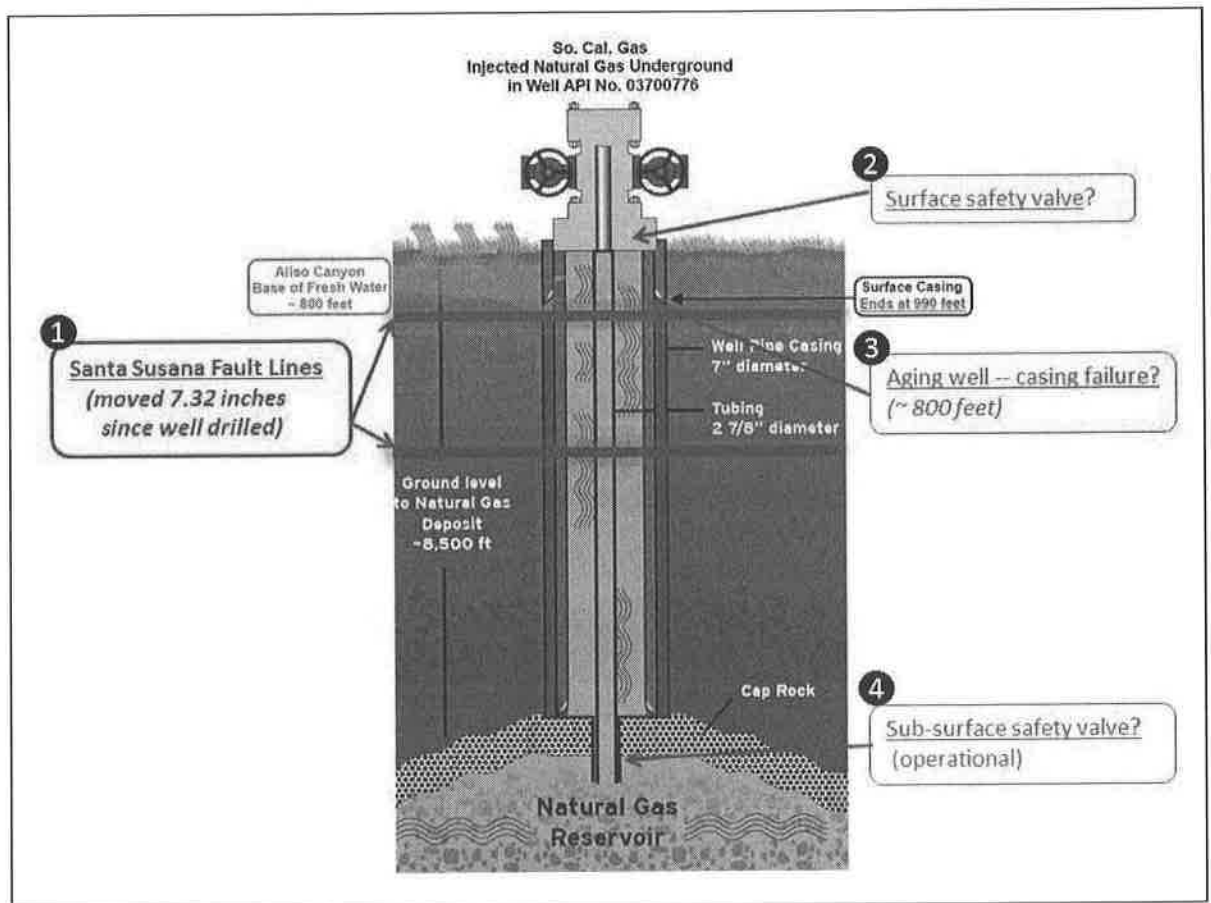
1 safety valve. The safety valve that should have been at the base of well SS-25 to protect against
2 gas leaks does not appear to have existed since at least 1979.

3 38. Numerous other problems existed out-of-sight of regulators and the community but
4 known to SoCalGas – this includes movement along the Santa Susana Fault lines.

5 39. Like all of the 115 injection wells that SoCalGas operated at the time of the
6 blowout, SS-25 crosses through two fault lines – the Santa Susana and the Frew – the most active
7 fault lines in the San Fernando Valley.

8 40. At least half of the injection wells were subjected to two major earthquakes – the
9 Northridge and the San Fernando/Sylmar.

10 41. Since the drilling of well SS-25 in 1953, the Santa Susana fault line has moved
11 approximately 7.32 inches, likely causing further damage to the underground wells. Defendants at
12 all times knew that all or some of the wells at the Aliso Canyon Facility suffered damage from the
13 1994 Northridge Earthquake due to the proximity of the well field to the earthquake's epicenter,
14 but Defendants deferred repairs to save money.



1 42. The non-profit Environmental Defense Fund estimated that the gas leak pumped
2 the equivalent of 7.5 million metric tons of carbon into the air. The leak ran afoul of the efforts of
3 California to improve the environment under its celebrated program to combat climate change, an
4 effort that, prior to the gas leak had reduced statewide greenhouse emissions by 1.5 million metric
5 tons in 2013, the most recent year for which data is available. The gas leak therefore erased
6 several years of progress made under California’s effort to reduce climate change.

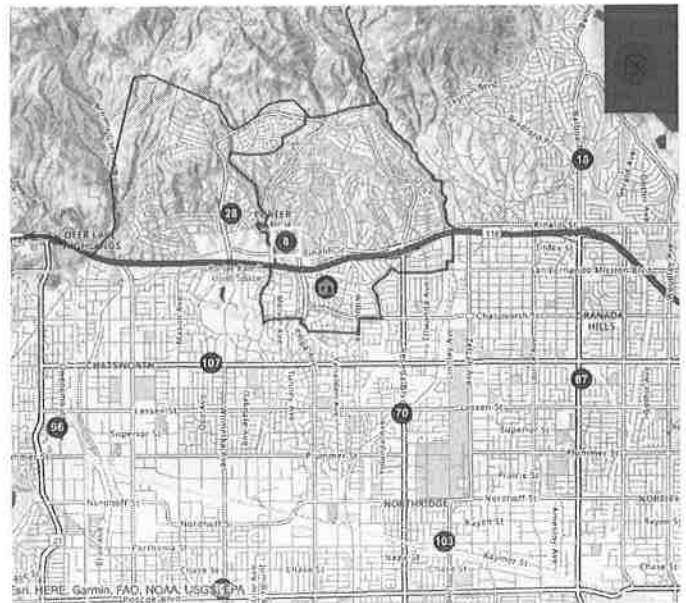
7 43. The California Air Resources Board (“CARB”) released a report estimating that
8 natural gas at the Facility leaked at a rate of approximately 50,000 kilograms per hour. CARB
9 measured 97,000 pounds of methane per hour in early November 2015, and a rate of 66,000
10 pounds of methane per hour in late December 2015.

11 **C. Firefighters Stayed to Protect People near Aliso Canyon**

12 44. The Los Angeles Fire Department (“LAFD”) protects more than four million
13 people who live, work and play in the City of Los Angeles. The Los Angeles neighborhoods
14 impacted by the blowout include Porter Ranch, Northridge, Chatsworth, and Granada Hills.

15 45. The LAFD preserves life and property, promotes public safety and fosters
16 economic growth through the prevention of disasters and protection of our communities.

17 46. There are several fire stations in close proximity to the residents of Porter Ranch,
18 the Los Angeles community adjacent to the
19 Santa Susana Mountains, facts known to
20 Defendants.



21 47. The Firefighters are
22 regularly called upon by SoCalGas to
23 protect the residents and employees
24 including from on-the-job injuries and
25 wildfires.

26 48. In the hours, days and
27 months following the SS-25 blowout,
28 LAFD firefighters remained in their stations to protect the residents and employees left behind.

1 49. The Firefighters in this lawsuit were called, among other duties, to go to the Aliso
2 Canyon facility to rescue and help SoCalGas employees and contractors. The Firefighters also
3 were called to help residents who became sick during the blowout.

4 50. The continuous presence of the Firefighters protected the City and SoCalGas.
5 Their presence created a semblance of normalcy and safety in the midst of the largest blowout of a
6 natural gas well in U.S. history.

7 51. As a result, the Firefighters faced continuous exposure to the chemicals released
8 from SS-25 (and other wells leaking during the blowout).

9 52. In December of 2015, the Firefighters at Station 28 sought air purifiers from
10 SoCalGas to help mitigate the physical harm caused by continuous emissions into their station.
11 SoCalGas knew of this request.

12 53. Instead of providing the purifiers, in late January, SoCalGas partnered with the Los
13 Angeles County Department of Public Health (“DPH”) to meet the Firefighters at Station 28 and
14 provide false reassurances.

15 54. DPH was represented by Cyrus Rangan on February 2 and 4, 2016 and Katherine
16 Butler on February 3, 2016. These two DPH employees joined with SoCalGas to tell the LAFD
17 the results from the air monitoring by SoCalGas.

18 55. Firefighters told of the DPH of their health problems from rashes, headaches, and
19 dizziness to bloody noses.

20 56. The presenters assured the Firefighters of the safety of the gas and its constituents:
21 it is “perfectly safe,” “no hazards,” and “natural gas is not toxic.” DPH told the Firefighters
22 odorants caused short-term irritation to people who are sensitive to odors, but there was no
23 evidence of the odorants in the community. DPH specifically assured the Firefighters there were
24 “no long-term health effects.” These representations were made to dozens of firefighters (from
25 Station 28 and nearby stations who came to hear the DPH presentation).

26 57. The presenters told the Firefighters there was “no hazard” because “the exposure is
27 no different than what you experience when pumping gas in your car.”

28 58. SoCalGas had its representatives present at Station 28 including the Storage

1 Operations Manager, Glenn LaFevers. Mr. LaFevers worked as the Deputy Incident Commander
2 during the blowout at SS-25. He was joined by a chemist from SoCalGas.

3 59. Mr. LaFevers explained the steps being taken to stop the blowout.

4 60. Both SoCalGas employees watched with approval and nodded in support of the
5 representations by DPH to the Firefighters. The Firefighters were told the same thing SoCalGas
6 told the public – “natural gas is not toxic.” SoCalGas attempted to deflect responsibility for its
7 representations by having DPH speak for them, including through use of materials and data
8 prepared by SoCalGas’s own expert, and Butler’s former supervisor, Dr. Mary McDaniel.

9 **1. Formaldehyde**

10 61. Contrary to the representations made at this meeting, DPH knew health problems
11 reported by the residents and experienced by Firefighters could not be caused by odorants.

12 62. Nosebleeds, for example, are a sign of exposure to formaldehyde. DPH knew this
13 possibility but neither tested for, nor assessed whether residents or the Firefighters had been
14 exposed.

15 63. DPH emails showed nosebleeds from formaldehyde exposure happen to 34% of the
16 population. Firefighters in this area appear to have experienced nosebleeds at comparable levels
17 (approximately 38% of Firefighters experienced nosebleeds during the leak). DPH never asked
18 about the illnesses faced by the Firefighters.

19 64. DPH also knew methane could transform into formaldehyde. DPH concluded that
20 formaldehyde could be present in the gas at levels that ranged from 100 to 800 ppb with an odor
21 threshold at 500 ppb. Insofar as the state standard for formaldehyde is 40 ppb, people may suffer
22 from exposure without even smelling the formaldehyde. There is, moreover, no safe level of
23 formaldehyde, it is shocking no tests were done of the air (or of the Firefighters to determine
24 exposure at the time).

25 65. In addition to cancer, formaldehyde can cause:

26 66. Headaches, depression, irritability, insomnia, memory loss, dexterity issues, mood
27 changes, attention deficiency, equilibrium problems, nose and throat irritation, cough, chest pain,
28 shortness of breath, wheezing, and chemically- or irritant-induced type of asthma.

1 67. High exposures can cause (1) inflammation of respiratory tract, (2) swelling of the
2 throat, (3) inflammation of the windpipe and bronchi, (4) inflammation of the lungs, and (5)
3 accumulation of fluid in the lungs.

4 68. Previously sensitized individuals can develop severe narrowing of the bronchi at
5 low concentrations, anaphylactic reaction, and in rare cases, hemolysis.

6 69. At the time of this meeting, DPH was in the midst of updating its website to
7 address radon concerns by residents, and in the process, planned to post the note that people
8 should call 9-1-1 for assistance or contact health providers about concerns. Yet DPH failed to
9 disclose to the Firefighters the steps to take for exposure to any of the chemicals. DPH also sent a
10 letter to medical doctors notifying them to *not* conduct any toxicological screenings.

11 **D. Other Chemicals in Natural Gas at Aliso Canyon**

12 70. Rather than providing the clear and reasonable warnings required under Proposition
13 65, Defendants stated the exact opposite.

14 71. From at least October 28, 2015, SoCalGas engaged in a massive disinformation
15 campaign to understate the risks by telling residents and public agencies: “*Scientists agree*
16 *natural gas is not toxic.*”⁴

17 72. SoCalGas’s assurances (directly and through DPH) were knowingly false or made
18 with a reckless disregard for the truth.

19 73. Beginning on August 1, 2018, SoCalGas admitted its gas is subject to Proposition
20 65 because it contains cancer causing chemicals and chemicals that cause birth defects. SoCalGas
21 admitted for the first time in its history the gas contains formaldehyde and carbon monoxide.⁵

22 ⁴ Defendants were well aware that they were exposing individuals to benzene at levels requiring a
23 warning under Proposition 65. Within one week following the blowout on October 23, 2015, Defendants
24 began a program of air monitoring. The data collected as a result of Defendants’ own testing demonstrate
25 that they were exposing residents of the Porter Ranch community to significant amounts of benzene.

26 ⁵ “In 1986, California voters approved Proposition 65, an initiative to address their growing
27 concerns about exposure to toxic chemicals. That initiative is officially known as the Safe Drinking Water
28 and Toxic Enforcement Act of 1986. The law requires California to publish a list of chemicals known to
29 cause cancer or reproductive toxicity, and for businesses with 10 or more employees to provide warnings
30 when they knowingly and intentionally cause significant exposures to listed chemicals.”

31 “*This list currently includes more than 850 chemicals. Proposition 65 does not ban or restrict the*
32 *sale of chemicals on the list. The warnings are intended to help Californians make informed decisions*
33 *about their exposures to these chemicals from the products they use and the places they go.*” (See, e.g.,

1 74. In other words, natural gas from SoCalGas is a hydrocarbon mixture with a variety
2 of chemicals and gases. The main chemical is methane. The gas also includes other toxic
3 chemicals such as PCB's, radon, hydrogen sulfide, formaldehyde and BTEX chemicals.⁶ Natural
4 gas BTEX chemicals include benzene, toluene, ethyl benzene and xylene.

5 75. SoCalGas has no protocols for testing natural gas for any of the 850 chemicals
6 known to cause cancer or reproductive harm.

7 76. DPH, moreover, knew other chemicals like naphthalene were present. No
8 comprehensive testing was conducted. DPH also did not address how naphthalene is used in the
9 operations for both killing SS-25 and degreasing wells in withdrawal mode. Instead, DPH tried to
10 find alternative explanations for the presence of this chemical.

11 77. Even to this day, DPH has not required the full disclosure of all chemicals used in
12 the operations that could leak into the air, into the water or travel underground to the homes in
13 Porter Ranch.

14 **1. Benzene**

15 78. For example, SoCalGas does not test natural gas for benzene before injecting the
16 gas at Aliso Canyon.

17 79. SoCalGas tested some gas just before the sealing of the SS-25 well and determined
18 gas from one nearby well showed benzene levels of 100,000 parts per billion ("ppb"). This is
19 100,000 times higher than the standard set by California's Office of Environmental Health Hazard
20 Assessment (OEHHA).⁷

21 80. Just this year, SoCalGas filings in court show it has also known since at least 1993
22 that there is benzene in pipeline gas. SoCalGas noted problems with certain types of testing,
23 which it calls inferior testing methods.

24 81. This 1993 document admittedly shows benzene levels in pipeline gas ranging from
25 <https://www.p65warnings.ca.gov/new-proposition-65-warnings> (emphasis added).)

26 ⁶ Benzene, toluene, and hydrogen sulfide are also designated as hazardous wastes under the Federal
27 Resource Conservation and Recovery Act ("RCRA"); and hydrogen sulfide and sulfur dioxide are
28 designated by the federal Occupational Safety and Health Administration ("OSHA") as toxic and reactive
hazardous chemicals.

⁷ (See, <https://oehha.ca.gov/air/crnrr/notice-adoption-revised-reference-exposure-levels-benzene>.)

1 .5 ppm to 217 ppm. This is 500 times to 217,000 times too high.

2 82. SoCalGas, however, ignored the exposures to the community for 25 years by
3 failing to test or give notice to the Firefighters or residents near Aliso Canyon.⁸ SoCalGas blindly
4 injected the gas underground without testing the chemicals known to cause cancer.

5 83. The Firefighters who remained near Porter Ranch and the evacuated neighborhoods
6 faced multiple dangers from the continuous emission before, during and after SS-25 was sealed.

7 84. The gas and chemicals often left a nauseating odor, but even worse, these
8 Firefighters were exposed to a toxic mix of benzene, PCB's, radon, formaldehyde, naphthalene,
9 diesel fuel and its compounds, without the aid of proper safety equipment.

10 2. Radon

11 85. Radon is one of the many chemicals known to exist in natural gas. The amount of
12 radon varies from location to location, depending on potential sources like natural gas and whether
13 there is soil or oil by-products with uranium.⁹ In either case, radon travels slowly through the
14 round soil and enters homes through openings or cracks in the foundations and construction joints.
15 Over time, levels of radon gas in homes can build up. Because radon builds up inside buildings
16 based often on subsurface migration, testing is generally done indoors. One home in an area may
17 have radon while other homes may have none. Radon is a toxic gas, known for causing lung
18 cancer and killing 21,000 people a year in the United States.

19 86. DPH did not conduct (nor did it require SoCalGas to conduct) regular monitoring
20 in multiple locations for radon.

21 87. Indeed, the State of California offered to make home test kits available, but as of
22 this filing, there does not appear to be any evidence that DPH or SoCalGas agreed to this proposal
23 to help victims of the blowout.

24 _____
25 ⁸ The first reports of fatal blood disorders caused by benzene exposure appeared in scientific
26 literature as early as the 1890s. Low-level benzene exposure, even for a relatively short duration, can cause
27 blood disease and increased risks of leukemia. On February 27, 1987, the State of California recognized
28 benzene as a known carcinogen. And on December 26, 1997, the State of California recognized benzene as
a known reproductive toxicant. Additionally, short-term exposure to benzene can cause health problems,
including drowsiness, dizziness and loss of consciousness.

⁹ This is unusual because Los Angeles County is not considered to have particularly high levels of
radon.

1 88. The Firefighters also exercised and were active outside far more than the typical
2 residents of this region. Thus, the Firefighters faced exposures at unprecedented levels. The sheer
3 physical exertion resulted in inhalation of toxic chemicals in far greater amounts.

4 89. After the blowout, SoCalGas continued to claim it was safe: “I want to stress,
5 Aliso Canyon is safe,” wrote Lisa Alexander, SoCalGas Vice President for Customer Solutions
6 and Communications. (See, [http://www.latimes.com/local/lanow/la-me-ln-aliso-canyon-wells-
8 pressure-20170911-story.html#](http://www.latimes.com/local/lanow/la-me-ln-aliso-canyon-wells-
7 pressure-20170911-story.html#) (last accessed on July 31, 2018).)

9 90. Ms. Alexander’s public statements conflict with her sworn testimony. When asked:
10 “Is it safe for people to live in Porter Ranch?” Alexander testified: “I am – I can’t – I’m not
11 qualified to make a determination as to the safety there...” SoCalGas will not testify even on
12 basic statements made about the safety.

13 91. SoCalGas left the Firefighters and all residents near Aliso Canyon personally
14 vulnerable to short term acute health symptoms, longer term health risks, and potentially
15 hazardous chemical reactions.

16 **E. Chemical Changes during Storage of Gas at Aliso Canyon**

17 92. After natural gas is injected at Aliso Canyon, the composition will change based
18 upon geological, environmental, and man-made factors. SoCalGas does not know the impact of
19 these factors.

20 **1. Geology**

21 93. The underground geology will vary depending on the composition of the layers and
22 oil below. For example, uranium and strontium showed up in bio-monitoring of residents, but no
23 one in the public is told of test data regarding radionuclides like radon, uranium, and strontium. It
24 appears that SoCalGas does not regularly test gas composition after it is injected underground.

25 **2. Atmospheric Transformation**

26 94. SoCalGas cannot dispute that natural gas that leaks into the air will be transformed
27 by atmospheric conditions. Methane can transform into formaldehyde, and other changes may
28 occur upon exposure to both oxygen and sunlight.

95. There appear to be no records indicating SoCalGas analyzed the gas composition

1 before the leak and how the atmosphere changes the composition after the SS-25 leak or any leak.

2 **3. Chemicals Added Underground**

3 96. SoCalGas regularly injects toxic chemicals underground: (1) biocides to prevent
4 contamination of the gas; (2) chemicals to prevent corrosion of metal pipelines; and (3) emulsion
5 breakers (e.g., diesel) to enhance gas production.

6 97. Chemicals added to the gas happen long before the gas arrives for injection.
7 Chemical odorants are added to gas before it's transported via pipelines. Chemical odorants have
8 a pungent odor, sometimes compared to skunk-like smell to make people ill and more likely to
9 notice a gas leak. Chemical odorants cause short-term neurological, gastrointestinal, and
10 respiratory system distress. Even at low levels of exposure, the chemicals can cause eye, nose and
11 throat irritation, coughing and nasal congestion, shortness of breath, nausea, stomach discomfort,
12 vomiting, dizziness, and headaches. Long-term effects of exposure are unknown.¹⁰

13 98. The Facility, moreover, is one of the largest polluters in California for a number of
14 toxic air contaminants regulated by the Air Resources Board and the South Coast Air Quality
15 Management District, including formaldehyde, ammonia, and acrolein.

16 **F. SoCalGas's Attempts to Stop the Blowout Increased Health Risks**

17 99. SoCalGas failed to adequately plan and prepare for a catastrophic well failure and
18 blowout of the magnitude experienced at SS-25 in its Aliso Facility.

19 100. The failure of SoCalGas to adequately plan and prepare for a catastrophic well
20 failure and blowout caused hazardous gases, chemicals, pollutants, and contaminants to be
21 released over Porter Ranch, Granada Hills, Northridge, Chatsworth and neighboring communities
22 until the well was shut on February 18, 2016.

23 101. SoCalGas made numerous attempts to stop the gas leak for several months, but its
24 initial attempts all failed. The immense pressure of the gas escaping the reservoir, the complex
25 damage to well SS-25, and the well's lack of structural integrity led to the gas leak. SoCalGas
26

27
28 ¹⁰ These adverse health effects will continue so long as persons are exposed to the mercaptans, and sometimes persist after the mercaptans are gone.

1 first filled the wellbore with heavy brine and barite solutions; doing this created more damage as
2 the additional solutions exploded upwards into the air.

3 102. Given the problems in stopping the blowout, DOGGR ordered SoCalGas to cease
4 any further attempts to kill the well at the wellhead because of damage being seen at the surface.

5 103. On November 18, 2015, DOGGR State Oil and Gas Supervisor Steve Bohlen
6 issued an emergency order requiring SoCalGas to submit its testing data related to the
7 uncontrolled fluid and gas leak within 24 hours and its planned remediation schedule within 48
8 hours. Specifically, the emergency order demanded that SoCalGas provide continuous access to
9 real time electronic monitoring of wellhead pressures, diagnostic tests, down hole videos and well
10 logs, pressure surveys, and other surveys. In addition, the order demanded SoCalGas provide a
11 timeline for when it would prepare a relief well site and when drilling the relief well would begin.

12 104. SoCalGas then began to drill an offset “intercept” well to stop the gas leak
13 thousands of feet below the surface. It took over two months for the intercept to reach well SS-25.
14 On February 18, 2016, DOGGR certified the alleged plugging of well SS-25.

15 105. Defendants’ failure to abate the fluid and gas leak has caused the release of
16 hazardous gases, chemicals, pollutants, and contaminants. These leaks, releases, emissions, and/or
17 migration of noxious odors, hazardous gases, chemicals, pollutants, and contaminants into some of
18 the Firefighters’ homes, their stations, and/or their persons. This exposure substantially impaired
19 Firefighter Plaintiffs’ use and enjoyment of both their stations, residences and all public property
20 located in and around the Porter Ranch and surrounding community.

21 106. Firefighter Plaintiffs live under a significant cloud of uncertainty and fear,
22 substantially increased by not knowing what chemicals they were exposed to or how long the
23 exposure took place. Defendants have shown a conscious disregard for conducting integrity
24 evaluations, assessments or tests to ensure the safety of the residents and the first responders
25 protecting both the residents and SoCalGas.

26 **G. Duty to Provide Truthful Information to the Firefighters**

27 107. The gas storage facility boundary line runs into the backyards of residents in Porter
28 Ranch. It was, therefore, foreseeable at all times that first responders would be impacted by any

1 chemical and gas releases and would need to know the composition to protect the community.

2 108. It is unlawful for SoCalGas and DPH to obstruct Firefighters in the discharge of
3 their duties. It was, thus, imperative that SoCalGas and DPH truthfully disclose all of the
4 chemicals emitted and stored at the Facility.

5 109. Without that information, it is impossible for the Firefighters to provide adequate
6 emergency rescue services for both health and fire protection to SoCalGas and to the people living
7 near Porter Ranch.

8 110. SoCalGas also had a statutory obligation under Proposition 65 to warn people
9 living and working near SoCalGas's facilities that the people were being exposed to significant
10 levels of chemical known to cause cancer, birth defects and other reproductive harm.

11 111. Under California's Proposition 65, Health & Safety Code § 25249.5, *et seq.*, it is
12 unlawful for businesses to knowingly and intentionally expose individuals in California to
13 chemicals known to the State to cause cancer and/or birth defects or other reproductive harm
14 without providing *clear and reasonable warnings* to individuals prior to their exposure.

15 **H. DPH and SoCalGas Instead Wanted "Consistent Messaging"**

16 112. SoCalGas thereafter sought to follow the industry standard for crisis management –
17 work to provide "consistent messaging."

18 113. SoCalGas faced an obstacle when seeking to achieve this goal – the initial
19 employee from the Department of Public Health ("DPH") assigned to handle the problem called
20 out real concerns about the exposures.

21 114. On October 30, 2015, DPH employee Michael Jordan recommended "monitoring
22 in the adjacent community as gas leaking underground at the source can follow open pathways
23 (storm drains, vaults, utility chase way, etc.) and/or fissures in the soil and end up exposing people
24 down field."

25 115. By November 3, 2015 – Jordan appears to have been replaced. DPH assigned a
26 new employee to handle the blowout, Senior Staff Analyst, Toxics Epidemiology Program:
27 Katherine Butler.

28 116. Butler had a relationship Jordan does not appear to have. Butler had been mentored

1 by Dr. Mary McDaniel, an expert hired by SoCalGas to conduct the health assessment. SoCalGas
2 and DPH participated in what were called “Cooperator’s Meetings.” This ensured continued and
3 regular communications for the “consistent messaging.”

4 117. McDaniel (for SoCalGas) assessed all of the potential risks, analyzed the air
5 monitoring, reported those risks to SoCalGas, and met with residents of Porter Ranch. McDaniel
6 had a reputation for understating health risks for companies facing criminal and civil liability.¹¹

7 118. McDaniel’s communications for SoCalGas were misleading – a fact Butler knew
8 by at least December 8, 2015 when she received an email noting this problem. Thus far, no emails
9 have been located showing Butler told McDaniel to fix any error.

10 119. The lack of emails between Butler and McDaniel may arise by virtue of the fact
11 that Butler used another email address (not just the email address used by the DPH). Butler used
12 both her work and her personal email address as part of her work on the Aliso Canyon gas
13 blowout.

14 120. The media caught other misrepresentations in the data from McDaniel and
15 SoCalGas about the health impacts and chemical exposures:

16 121. On December 25, 2015, reporters called out the errors in the air monitoring data
17 from SoCalGas and McDaniel. This included misrepresentations when SoCalGas lied about the
18 amount of hydrogen sulfide detected in its own tests (*real data showed hydrogen sulfide at six*
19 *times the state standard*).¹²

20 122. On January 14, 2016, another reporter caught how SoCalGas lied about the number
21 of tests showing excess benzene (a dozen samples contained at least twice the amount of benzene
22 that southern California air regulators consider the normal background level).¹³ Background,
23 moreover, is not the level that determines whether benzene levels exceed the state standard.

24 _____
25 ¹¹ Dr. McDaniel is more than a doctor – she is a lawyer – a fact never disclosed by SoCalGas to
26 residents. Instead, SoCalGas posted on the internet the following description: “Dr. McDaniel works onsite
27 at the Community Resource Center (CRC), is board-certified in occupational and environmental medicine
28 and is the medical director of Intrinsic Environmental Sciences.”

¹² (See, <http://www.latimes.com/science/la-me-porter-ranch-christmas-20151225-story.html>.)

¹³ (See, <https://www.theguardian.com/environment/2016/jan/14/la-natural-gas-leak-methane-benzene-health-risks-california-gas>.)

1 123. Indeed, even the levels caught by the media are likely missing the significance of
2 the benzene levels at Aliso Canyon – the World Health Organization has stated that there is no
3 safe benzene level.¹⁴ The statements by the World Health Organization are consistent with the
4 statements from 1948 when the American Petroleum Institute published the guideline that the only
5 absolutely safe level of exposure to benzene was 0%.

6 124. Neither Butler nor DPH ever addressed these concerns. Butler instead used the
7 language and data in repeated communications and also relied upon information from SoCalGas to
8 calculate a .5 ppb average that DPH said does “not pose a short-term or long-term risk at this
9 time.”

10 125. Butler thereafter used SoCalGas resources to set up calls and share data with
11 regulators about air monitoring – this included a SharePoint Site accessible to SoCalGas and its
12 self-selected experts.

13 126. When SoCalGas wanted DPH to speak, it also reached out to Natalie Jimenez at
14 DPH, shared SoCalGas’s assessment of the issue and asked the agency to field the question. Such
15 communications took place directly through SoCalGas employee Lisa Alexander and likely took
16 place through Cerrell & Associates and Hill + Knowlton.

17 **1. DPH Never Notified Firefighters of Errors in Air Testing**

18 127. Indeed, over the several months of the incident, DPH repeatedly received public
19 notices and emails prepared by SoCalGas stating that natural gas is not toxic. Never once did
20 Butler (nor anyone else at DPH) submit corrected notices to the public or the Firefighters.

21 128. Numerous errors existed in the SoCalGas air testing.

22 129. Butler caught some of the errors on December 2, 2015 when she emailed SoCalGas
23 to notify of problems with air testing – testing set up by SoCalGas had “*inadequate laboratory*
24 *reporting limits for benzene.*” Butler did not address any of the failures in the testing by SoCalGas
25 prior to November 25, 2015, but similar and worse problems existed with the earlier data.

26 130. Butler also noted that part of the problem may relate to the type of testing
27 equipment (Tedlar bag) or analysis method.

28 ¹⁴ (See, <http://www.who.int/ipcs/features/benzene.pdf>.)

1 131. DPH, moreover, let the SoCalGas experts prepare the “Air Monitoring Program”
2 that would be implemented to fix the prior errors.¹⁵

3 132. DPH did not seem to know – indeed, no one knew until recently – SoCalGas had
4 decades before determined certain methods for testing benzene are inferior. The only item
5 publicly released by SoCalGas on this topic are statements it made in a recent court filing.

6 **2. DPH Never Notified Firefighters of Benzene in Leaks after Blowout**

7 133. After the major blowout stopped, DPH knew of health problems and potential off-
8 gassing from old wells in and around the residential areas of Porter Ranch.

9 134. DPH hired a company created just to do the wind study – GIS HEAL Lab. It is not
10 registered in the state of California as an LLC or corporation, and its website is down.

11 135. After nearly two years, the Department of Public Health finally released the wind
12 study by GIS HEAL about chemical exposures in the nine months after the Aliso Canyon gas well
13 blow out. The report has various dates listed from April 2017 to October 2018.

14 136. Porter Ranch residents were continuously exposed to average benzene levels of 2.2
15 ppb -- more than twice the amount allowed by the State. DPH tried to bury this fact by comparing
16 their data to the State’s acute exposure standard for one hour (8 ppb), rather than the State’s
17 continuous exposure standard (1 ppb). DPH was forced to admit this is “above typical ambient
18 background levels in Los Angeles.”¹⁶

19 137. DPH ignored the World Health Organization’s standard – there is no safe level of
20 benzene exposure.

21 138. DPH instead stopped testing for benzene at Castlebay Elementary where students
22 and teachers experienced severe health issues. (*See image from report on next page.*) The failure
23 to continue testing put the entire group of students and teachers at this school at risk – after the
24 blowout, the tests done at Castlebay showed benzene peaked at 3.8 ppb.

25
26
27 ¹⁵ Geosyntec, hired by SoCalGas, is in the process of producing documents from its air monitoring
28 program. This lab is withholding information on the basis of privilege.

¹⁶ (See, <https://oehha.ca.gov/air/cmr/notice-adoption-revised-reference-exposure-levels-benzene>.)

Table 5: Summa Canister trigger samples of selected VOCs collected after the well was sealed (Table 5 continues on next page; see note below)

Location	Date	Time	Methane	Benzene
			(ppmv)	(ppbv)
		Acute RELs (ppbv):	NA	8
Castlebay	3/4/16	7:07	4	3.8
Castlebay	3/15/16	10:33	4	0.2
Highlands	3/17/16	7:10	2	0.2
Highlands	3/18/16	6:28	3	0.4
Castlebay	3/18/16	6:32	3	0.3
Castlebay	4/2/16	7:55	3	0.2
Highlands	4/7/16	7:11	NA	NA
Castlebay	4/7/16	8:24	3	0.3
Highlands	4/7/16	7:13	2	0.6
Highlands	6/17/16	7:40	NA	NA
Highlands	6/17/16	7:46	2	1.2
Highlands	6/19/16	22:23	3	<0.1
Highlands	6/23/16	9:50	NA	NA
Highlands	6/23/16	9:50	NA	NA
Highlands	7/1/16	7:02	3	NA
Highlands	7/10/16	22:00	NA	NA
Highlands	7/15/16	7:18	3	0.7
Highlands	7/29/16	6:42	4	13
Highlands	8/16/16	6:33	3	<0.1
Highlands	8/19/16	7:14	3	<0.1
Highlands	8/19/16	7:15	3	NA
Highlands	8/19/16	7:11	3	0.7
Highlands	8/26/16	7:25	3	0.3
Highlands	9/2/16	6:34	NA	NA
Highlands	9/11/16	8:23	NA	NA
Highlands	9/23/16	6:50	3	1.9
Highlands	9/23/16	6:49	NA	NA
Highlands	9/26/16	**	NA	NA
Highlands	9/27/16	13:35	2	0.1
Highlands	9/30/16	6:15	2	7.5
Highlands	9/30/16	6:59	3	7.1
Highlands	9/30/16	6:15	NA	NA

DPH used the wrong standard -- 1 is the standard for chronic exposure.

DPH stopped testing at and near Castlebay Elementary school.

* Chronic REL in place of acute REL

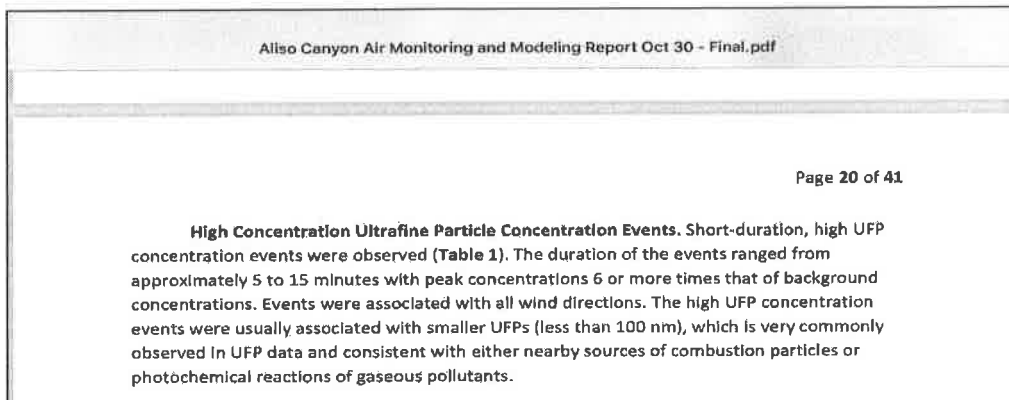
** Illegible handwriting

§ Data were transcribed from scanned paper reports. Each of the sampling events did not necessarily measure for all compounds. Compounds reported in Table 5 represent VOCs most likely to be characteristic of oil and gas activities. "NA" represents not measured, "<0.1" represents measured concentrations below detection or quantification limits. Original data can be found at (<http://www.aqmd.gov/home/news-events/community-investigations/also-canyon-update/air-sampling/air-monitoring-activities/grab-sample-data>)

Los Angeles County Department of Public Health
<http://publichealth.lacounty.gov>
 Last Revised: 4-30-2017



139. DPH also learned that ultrafine particle concentration levels in Porter Ranch were 6 or more times higher than background levels. Again, DPH downplayed the significance.



140. DPH employees (Butler and Rangan) did not return to Fire Station 28 to let the

1 firefighters know of the risks to the health of the firefighters or the risks to vulnerable people.

2 **3. DPH Knows SoCalGas Did Not Disclose Actual Gas Composition**

3 141. No request was ever made by Butler or DPH for all chemicals of concern to be
4 tested – for example, no formaldehyde testing was done. Of course, SoCalGas and DPH knew the
5 obvious – “you cannot find a hazardous chemical if you don’t test for it.”

6 142. DPH also knew if anyone needed to know this information, it was the Firefighters.
7 DPH’s own statements online show the steps to follow for exposure to poison – call 9-1-1- and
8 provide the following information: (1) “condition of the individual who was exposed”; (2) age
9 and weight; (3) “name of medication and approximately how much was ingested”; and
10 (4) “[w]hen did the exposure occur.” If poisoning is from gas or fumes, the first responders must
11 “remove the person from the contaminated area and into fresh air as soon as possible.”

12 143. In May of 2018, DPH’s Angelo Bellomo admitted in an interview DPH doesn’t
13 know what’s coming from the facility and SoCal Gas is not helping them figure it out.

14 144. DPH’s attorneys, nonetheless, attempted to block the Firefighters’ lawyers from
15 obtaining this information in a parallel lawsuit brought on behalf of the residents and businesses.

16 **4. DPH Findings dated May 13, 2016 Include Incorrect Assurances**

17 145. DPH learned beginning March 10, 2016 that its earlier statements about the safety
18 were not correct.

19 146. Specifically, DPH staff members engaged in going to homes in Porter Ranch to
20 interview residents also became ill during the interviews on March 10, 11 and 12. No one from
21 DPH reached out to Firefighters to let them know of (1) potential errors made in the earlier
22 February 2016 meeting at Station 28; (2) the continued health problems; or (3) how to treat those
23 problems in response to any 9-1-1- calls.

24 147. DPH also learned on March 19, 2016 that UCLA had determined there was
25 benzene in 28.5% of the Porter Ranch homes according to wipe samples. Again, DPH never
26 reached out to first responders or the firefighters to notify them.

27 148. On May 13, 2016, DPH instead required that SoCalGas clean the homes of
28 residents who were still relocated. SoCalGas had previously offered in late December 2015 to

1 clean homes and cars, but SoCalGas now resisted any cleaning requirement because DPH stated
2 “no contaminants were found in the indoor air of the Porter Ranch homes.”

3 149. DPH’s statements, however, were not correct. Among other problems, there was
4 evidence of benzene in some homes and evidence of acrolein in nearly every home in Porter
5 Ranch. Both impact children and vulnerable people more:

6 150. Benzene causes drowsiness, skin irritation, eye irritation, dizziness, confusion,
7 tremors, anemia, asthma, headaches and rapid heart rate – all problems Firefighters should know
8 for protecting residents and themselves.

9 151. Acrolein is known to cause hypertension, tachycardia, asthmatic reactions,
10 respiratory distress, skin irritation, and eye irritation.

11 152. DPH learned of issues with acrolein in Porter Ranch by at least May 25, 2016, and
12 by June 8, 2016, UCLA Dr. Jerrett told DPH that: “levels of acrolein in Porter Ranch homes and
13 the ambient environment still appear above what we would expect.”

14 153. DPH, moreover, overstated its safety conclusions when it failed to tell residents the
15 chemicals it did not test like formaldehyde.

16 154. Indeed, SoCalGas had a history of both very high levels of emissions of both
17 acrolein and formaldehyde, something DPH ignored.

18 155. DPH, moreover, did not address the cumulative and multiple impact of exposures
19 of the chemicals.

20 **5. DPH Settles with SoCalGas and Receives \$25 million for Health Study**

21 156. In August of 2018, the County of Los Angeles announced its intent to settle claims
22 against SoCalGas and allot those funds to be used by DPH.

23 157. DPH – with Butler as lead – will conduct a long-term health study. Thus, DPH is
24 being rewarded for the work (or lack thereof) done during the blowout.

25 158. This settlement, moreover, was entered with a conscious disregard to the rights
26 under the California Constitution for all victims of the gas blowout. SoCalGas will be using
27 nearly 1/3 of the settlement funds for its own development, and government agencies get paid
28 millions before a single victim of the blowout recovers their economic damages.

1 **I. SoCalGas Failed to Quantify Surface Leakage despite Widespread Issues**

2 159. The Department of Public Health (“DPH”) noted as early as November 5, 2015 that
3 “odor issues” at Aliso Canyon predate the blowout and “suggest need for better monitoring.”

4 There appear to be no attempts by DPH to quantify gas lost or health impacts prior to the blowout.

5 160. The leaks at Aliso Canyon are indicative of poor construction, lack of maintenance
6 and/or repair of the 115 gas wells in the Facility, and the Facility’s lack of geologic integrity to
7 adequately, competently, and reasonably contain the natural gas and all of its attendant chemical
8 and toxic load.

9 161. Although the gas leak promptly garnered
10 significant media attention and was correctly viewed as a
11 dramatic and unprecedented environmental disaster, the
12 gas leak from SS-25 appears to have been the “tip of the
13 iceberg” of undisclosed, ongoing leaks at the Aliso Canyon
14 Facility as well as generally in all of SoCalGas’s
15 operations.

Year	Ranked by Amount of Leaks & Unaccounted (combined losses in mcf)
1997	24,353,617
2009	19,586,629
2002	17,501,198
1998	14,416,882
2006	12,764,871
2016	10,024,178
2003	7,878,445
2014	7,421,750
2011	6,221,131
2013	5,957,286
2015	5,955,519
2012	3,565,048
2004	3,320,169
2007	2,425,953
2008	2,367,972
2010	545,160

16 162. SoCalGas, however, reports to the U.S.
17 Energy Information Administration the amount of
18 “unaccounted” for gas and “leaks” demonstrate the
19 accuracy of this concern. The loss of gas in 2015 and 2016
20 are not the highest levels of gas lost as shown in this table.

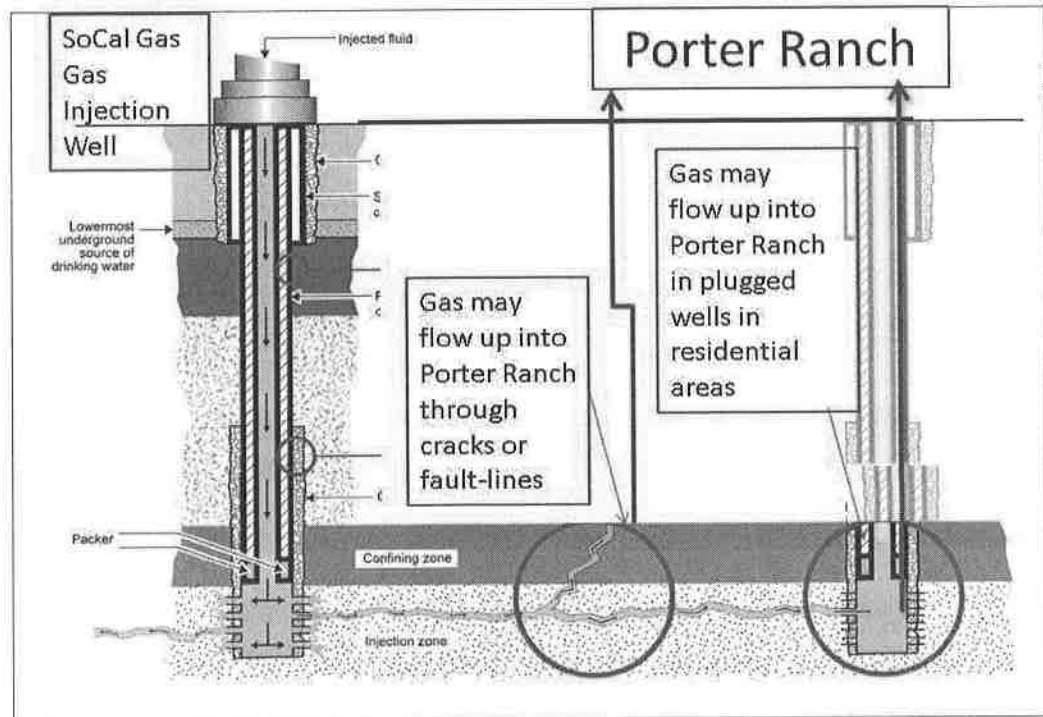
21 163. SoCalGas knows there have been a series of
22 discharges from the Facility that include the discharge of methane, chemical odorants, oily
23 residue, benzene, toluene, hydrogen sulfide, sulfur dioxide, heavy metals such as barium, and
24 other unknown chemicals and matter from SS-25, through dozens of other wells leaking during the
25 blowout, and the discharge through slower leaks over the last few decades.

26 **J. SoCalGas Failed to Quantify Gas Migrating Underground to Residential Areas**

27 164. SoCalGas also knows the gas and chemicals migrate underground and beyond the
28 boundary of the Facility in such a manner that it was reasonably foreseeable that these pollutants,

1 gases, and chemicals would flow-up to the surface through old wells and fault lines.

2 165. This well diagram was originally created by the Federal Government
3 Accountability Office to demonstrate how water is injected in wells with 2 inch tubing similar to
4 the wells at Aliso Canyon. From the injection zone, the sheer pressure (like a child blowing
5 through a straw) forces the water into every available opening including bubbling the water up to
6 the surface through faults and old wells. Gas is compressible and thus more likely to migrate to
7 the surface at faster rate than water.



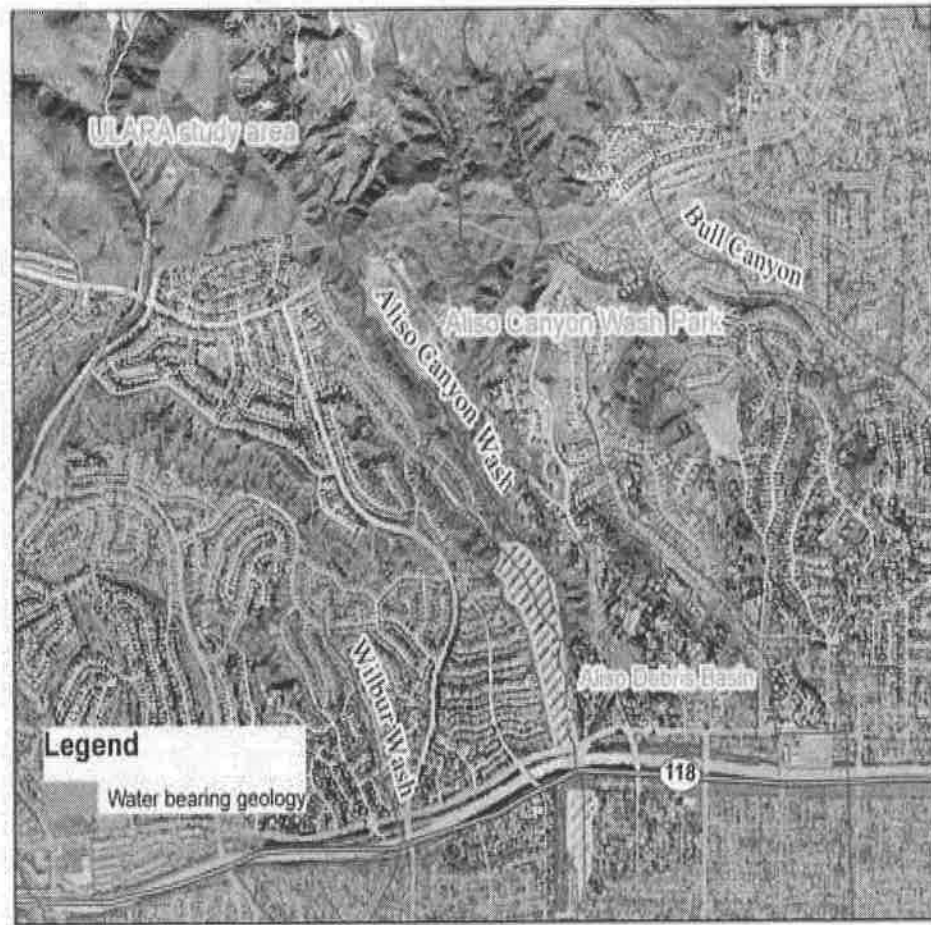
19 Source: GAO analysis of EPA information. | GAO-14-555

20 166. SoCalGas, moreover, surely knows that the continued removal of oil in its own
21 operations (and the operations of its neighbors, Crimson and Termo) creates new openings to first
22 store gas injected underground and then for the gas to migrate to the surface. In other words, the
23 continued oil production will surely increase the risk to the residents of Porter Ranch and the
24 Firefighters.

25 167. The blowout itself increases the risks to residents. 41% of the 115 gas storage
26 wells were in such bad condition, they had to be shut-in.

27 168. Finally, the gas storage facility is bounded by the water aquifer on one side, which
28 is no protection at all.

1 169. The presence of water as a boundary to the gas storage facility poses risks to the
2 entire community if natural gas is migrating through the underground water.



18 **K. Delayed Maintenance by SoCalGas**

19 170. In the wake of the gas leak, it has come to light that SoCalGas had long been aware
20 of the unsafe and/or vulnerable condition of many wells in the Facility, which posed a probable
21 serious risk of harm or injury to the surrounding community. Yet SoCalGas chose to avoid
22 undertaking necessary assessments of the integrity of the wells and/or make the necessary repairs.

23 171. For at least ten years prior, SoCalGas had sought rate increases to fund necessary
24 assessments and/or repairs, but failed to use these earmarked funds for that purpose.

25 172. In December 2010, SoCalGas sought a rate increase because “many valves (block,
26 well site, safety, etc.) in the Storage Field are leaking.”

27
28

1 173. In November 2014, SoCalGas sought another rate increase because “ultrasonic
2 surveys conducted in storage wells ... from 2008 to 2013 identified internal/external casing
3 corrosion or mechanical damage in 15 wells.” Further, SoCalGas admitted:

- 4 • “Reactive-type work in response to identified safety-related conditions . . .
5 has increased in recent years. In fact, a negative well integrity trend seems
6 to have developed since 2008. The increasing number of safety and
7 integrity conditions . . . is attributed primarily to the frequency of use,
8 exposure to the environment, and length of time the wells have been in
9 service.”
- 10 • “Routine surveillance and temperature survey work identifies problems
11 that have already occurred, and well integrity may have already been
12 severely compromised requiring immediate attention to maintain safety,
13 integrity and reliability.”
- 14 • “[M]ost major [Operations and Maintenance] O&M and capital funded
15 activities conducted on storage wells are typically reactive-type work, in
16 response to corrosion or other problems . . .”
- 17 • “SoCalGas will continue to operate in a reactive mode (with the potential
18 for even higher costs to ratepayers) to address sudden failures of old
19 equipment. In addition, SoCalGas and customers could experience major
20 failures and service interruptions from potential hazards that currently
21 remain undetected.”

22 174. As late as July 3, 2016, a leak in another well in the Aliso Canyon field was
23 discovered, indicating defects and deficiencies that provided further notice to officers, directors
24 and managing agents of SoCalGas of the probable dangerous consequence of a well failure due to
25 the lack of integrity management assessments of their wells. In addition to Defendants’ awareness
26 of the vulnerable condition of the wells at the Aliso Canyon facility, Defendants were aware of
27 prior leaks they had at other Sempra gas storage facilities due to maintenance problems, going
28 back as long ago as the 1980s. In some cases, those other facilities suffered leaks and Defendants
were required to pay damages to neighbors and to pay fines to regulatory bodies. Defendants thus
have a longstanding history and practice of failing to maintain their gas storage facilities, and of
putting neighboring communities at risk of exposure to toxic gas and chemicals.

175. Despite the knowledge of SoCalGas’s officers, directors or managing agents of the
probable dangerous consequences of a well failure, Defendants deliberately chose to delay
assessments, maintenance and repairs for the sole purpose of improving the company’s financial
performance.

1 176. Further, at all times prior to the leak, SoCalGas, by its officers, directors or
2 managing agents, knew that the gas injection wells were not constructed and were not being
3 operated, and/or maintained, in accordance with industry safety standards. The standards violated
4 by SoCalGas include but are not limited to the following:

5 177. SoCalGas removed or never installed functioning valves at the base of most gas
6 injection wells. A subsurface safety valve would have blocked migration of the gas from the
7 reservoir during a gas leak. Indeed, with respect to well SS-25, SoCalGas told DOGGR in 1979
8 that it “replaced” the subsurface safety valve and continued to report the presence of the
9 subsurface safety valve through 2014. After the gas leak, SoCalGas said it “removed” the
10 subsurface safety valve in 1979. As a result, there was no early warning detection system in place
11 to stop a gas leak once it began.

12 178. SoCalGas utilized both the tubing and casing for gas production through well SS-
13 25, leaving no safety barrier. As a result, in the event of a leak or blowout, gas could escape
14 through both the tube and between the tube and the casing.

15 179. Well SS-25, like many other injection wells operated by SoCalGas, did not have
16 cemented casing all the way to the surface. As a result, in the event of a leak or blowout, gas
17 could escape due to the absence of a well casing.

18 180. These deficiencies in design, construction, operation and maintenance were well
19 known to Defendants and compounded the difficulties in plugging the gas leak.

20 181. Expert analysis indicates that the entire well field has been poorly designed,
21 constructed, operated, and maintained. Defendants are unable to adequately repair these
22 deficiencies and there is no indication that the Facility can be maintained and operated in a manner
23 compatible with industry standards and to assure residents that future leaks and gas leak are not
24 likely to occur, or that Defendants’ Discharges will cease.

25 182. The significance of these problems cannot be understated. In the wake of the
26 massive problems with leaking wells, in March 2016, DOGGR initiated a Comprehensive Safety
27 Review of Aliso Canyon, requiring each well to undergo a battery of mechanical integrity and
28

1 safety tests.¹⁷

2 183. Thus far, SoCalGas had to stop using and plug 47 of the 115 wells considered
3 active at the time of the blowout. 41% of the wells were in such bad condition, they had to be
4 shut-in.

5 **L. Missing Reports from SoCalGas to AQMD on Toxic Emissions**

6 184. SoCalGas stopped reporting numerous toxic and hazardous emissions from its
7 facility including: trichloroethylene, acrolein, ethyl benzene, hexane, xylenes, toluene, and
8 perchloroethylene.

9 185. SoCalGas reports on other emissions is curiously inconsistent during a time period
10 it used the same old and problematic air compressors. For example, ammonia emissions drop in
11 2007 despite heavy injections and continues to drop after 2011 when injections are increasing.
12 Formaldehyde also dips in emissions in years with significant injections (e.g., 2007). Lead also
13 drops in high injection years despite peaking in 2001.

14 **M. Other Violations of California Code of Regulations**

15 186. SoCalGas is required to obtain a permit from DOGGR before injecting gas and
16 fluids underground in Aliso Canyon.

17 187. SoCalGas, however, consciously chose not to file with DOGGR all of the data
18 required to obtain a permit for this injection well project. The missing or incomplete data includes:

- 19 a. Casing diagrams of all idle, plugged and abandoned, or deeper-zone
20 producing wells within the area affected by the project.
- 21 b. Evidence that plugged and abandoned wells in the area will not have an
22 adverse effect on the project or cause damage to life, health, property, or
23 natural resources.
- 24 c. The planned well-drilling and plugging and abandonment program
25 including a flood-pattern map showing all injection, production, and

26 ¹⁷ The State of California, Division of Oil, Gas, and Geothermal Resources (“DOGGR”) is
27 responsible for enforcement of regulations of all underground injection wells. This is part of the
28 underground injection control (“UIC”) program. Well SS-25 is subject to the underground injection control
regulations, and if SoCalGas injected anything other than natural gas into this well (e.g., mercaptans), SS-
25 may also be subject to regulations as a Class II underground injection well.

1 plugged and abandoned wells, and unit boundaries.

2 d. Map showing injection facilities.

3 e. Maximum anticipated surface injection pressure (pump pressure) and daily
4 rate of injection, by well.

5 f. Method of injection.

6 g. Monitoring system or method to be utilized to ensure that no damage is
7 occurring and that the injection fluid is confined to the intended zone or
8 zones of injection. 14 C.C.R. 1724.7(a)(4), (a)(5), (c)(1), (c)(2), (c)(3),
9 (c)(4).

10 **IV. THE PARTIES**

11 **A. Firefighter Plaintiffs**

12 188. Plaintiffs Matthew Aceves, Robert Allen Appleford, James W. Beach Jr, Dennis
13 Patrick Degeeter, Dennis Marcello Devera, Joe M. Flores, Roger Fowble, Michael Israel Guzman,
14 John Marshall Hadley, Michael Hayes, Derek James Heagy, Geoffrey Glenn Maye, Daniel P.
15 Miller, Richard T. Miller, Christopher Pohl, Gary Rodriguez, John Adam Rodriguez, Raymond L.
16 Schiller, Seth Springer, Paul E. Sorum, Dejuan Arthur Talley, and Robert T. Tosaya, are
17 individual firefighters stationed within 5 miles of the facility near Porter Ranch, California at all
18 relevant times to this action and regularly visited homes and businesses in the areas affected by the
19 uncontrolled gas leak from the Facility. Prior to becoming a firefighter for the LAFD, they passed
20 all physical and mental examinations that demonstrated each Firefighter Plaintiff to be both
21 physically and mentally fit to perform full duties for the LAFD.

22 189. Plaintiffs Kim Barrett, Lisa M. Beach, Barbara Degeeter, Laurie Joiner Hadley,
23 Carol A. Fieri-Miller, Julie Rodriguez, and Keri Leann Rodriguez are individuals and spouses of a
24 firefighter stationed near Porter Ranch, California at all relevant times to this action.

25 190. Firefighter Plaintiffs have all suffered damage, loss and/or harm as a result of the
26 uncontrolled gas leak from the Aliso Canyon Gas Storage Facility ("Facility"), including, but not
27 limited to, personal injury, emotional distress, harm to real and/or personal property, and other
28 economic losses.

1 **B. Defendants**

2 191. Defendant Southern California Gas Company (“SoCalGas”) is a California
3 corporation with its principal place of business in Los Angeles, California. SoCalGas is the
4 nation’s largest gas utility provider, servicing more than 20 million natural gas consumers
5 throughout Southern and Central California.

6 192. Defendant Sempra Energy (“Sempra”) is a California corporation with its principal
7 place of business in San Diego, California. Defendant SoCalGas is a California corporation with
8 its principal place of business in Los Angeles, California. Sempra is the parent company of
9 SoCalGas.

- 10 • SoCalGas is both a “Gas Corporation” and a “Public Utility” pursuant to,
11 respectively, Sections 222 and 216(a) of the California Public Utilities Code.
12 SoCalGas is in the business of providing natural gas to more than 20 million
13 consumers throughout Central and Southern California, including, the San
14 Fernando Valley and, more particularly, to residences and/or properties and/or
15 businesses, through a network of natural gas storage, transmission and distribution
16 lines. SoCalGas is also an oil producer.
- 17 • Sempra is a publicly traded company that owns and/or manages a “Gas Plant” as
18 defined in Section 221 of the Public Utilities Code, and, like its subsidiary,
19 SoCalGas, is both a “Gas Corporation” and a “Public Utility” pursuant to,
20 respectively, Sections 222 and 216(a) of the Public Utilities Code. It develops and
21 operates energy infrastructure assets related to the production and distribution of
22 energy such as power plants, electric lines, natural gas pipelines and liquefied
23 natural gas receipt terminals.
- 24 • Firefighter Plaintiffs allege on information and belief that SoCalGas and Sempra
25 are jointly and severally liable for each other’s negligence, conduct and
26 wrongdoing as alleged herein, in that:

27 193. SoCalGas and Sempra operate as a single business enterprise operating out of the
28 same building located at 488 8th Ave., San Diego, California for the purpose of effectuating and

- 1 carrying out Sempra's business and operations and/or for the benefit of Sempra;
- 2 194. Defendants do not operate as completely separate entities, but rather, integrate their
3 resources to achieve a common business purpose;
- 4 195. SoCalGas is so organized and controlled, and its decisions, affairs and business so
5 conducted as to make it a mere instrumentality, agent, conduit or adjunct of Sempra;
- 6 196. SoCalGas's income contribution results from function integration, centralization of
7 management and economies of scale with Sempra;
- 8 197. Defendants' officers and management are intertwined and do not act completely
9 independent of one another;
- 10 198. Defendants' officers and managers act in the interest of Sempra as a single
11 enterprise;
- 12 199. Sempra has control and authority to choose and appoint SoCalGas's board
13 members as well as its other top officers and managers;
- 14 200. Despite both being Gas Companies and Public Utilities, Defendants do not compete
15 with one another, but have been structured and organized so as to create a synergistic, integrated
16 single enterprise where various components operate in concert one with another;
- 17 a. Sempra maintains unified administrative control over SoCalGas;
- 18 b. Defendants are insured by the same carriers and provide uniform or similar
19 pension, health, life and disability insurance plans for employees;
- 20 c. Defendants have unified 401(k) Plans, pensions and investment plans,
21 bonus programs, vacation policies and paid time off from work schedules
22 and policies;
- 23 d. Defendants invest these funds from their programs and plans by a
24 consolidated and/or coordinated Benefits Committee controlled by Sempra
25 and administered by common trustees and administrators;
- 26 e. Defendants have unified personnel policies and practices and/or a
27 consolidated personnel organization or structure;
- 28 f. Defendants have unified accounting policies and practices dictated by

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Sempra and/or common or integrated accounting organizations or personnel;

- g. Defendants are represented by common legal counsel;
- h. Sempra’s officers, directors and other management make policies and decisions to be effectuated by SoCalGas and/or otherwise play roles in providing direction and making decisions for SoCalGas;
- i. Sempra’s officers, directors and other management direct certain financial decisions for SoCalGas including the amount and nature of capital outlays;
- j. Sempra’s written guidelines, policies and procedures control SoCalGas, its employees, policies and practices;
- k. Sempra files consolidated earnings statements factoring all revenue and losses from SoCalGas as well as consolidated tax returns, including those seeking tax relief; and/or, without limitation; and
- l. Sempra *generally* directs and controls SoCalGas’s relationship with, requests to, and responses to inquiries from the California Public Utilities Commission and uses such direction and control for the benefit of Defendant Sempra.

201. As a consequence of the foregoing, adherence to the fiction of the separate existence of SoCalGas as a distinct entity from Sempra would permit an abuse of the corporate privilege and would sanction fraud and promote injustice. If Sempra is not treated as the alter ego of SoCalGas, the result will be inequitable and cause Firefighter Plaintiffs to suffer an injustice because SoCalGas may not have sufficient assets to compensate for the harm caused by defendants, as a direct result of the decisions made by Sempra.

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

1 and capacities become known.

2 203. At all times herein mentioned, each of the Defendants was the agent, servant,
3 employee, joint venturer, partner and/or alter ego of each of the remaining Defendants named
4 herein and were at all times operating and acting within the purpose and scope of said agency,
5 service, employment, joint venture, partnership and/or alter ego. Each Defendant has rendered
6 substantial assistance and encouragement to the other Defendants, acting in concert knowing that
7 its conduct was wrongful and/or unlawful, and each Defendants has ratified and approved the acts
8 of each of the remaining Defendants.

9 **V. CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 **NEGLIGENCE**

12 **(Against SoCalGas, Sempra, and DOES 1–100, inclusive)**

13 204. Firefighter Plaintiffs incorporate by reference all allegations of the preceding
14 paragraphs as though fully set forth herein.

15 205. At all relevant times, Defendants SoCalGas and Sempra, and each of them, owned,
16 operated, inspected, controlled, managed, and/or maintained the Facility.

17 206. At all relevant times prior to this incident, Defendants SoCalGas and Sempra, and
18 each of them, had the duty to exercise the utmost care and diligence in the ownership, design,
19 operation, management, supervision, inspection, maintenance, repair, and/or control of the Facility
20 in compliance with relevant regulations and industry standards, so as not to cause harm to
21 individual persons, private and public property, the environment, public resources, public health,
22 and/or the comfortable use and enjoyment of property and life by the public.

23 207. At all relevant times, Defendants SoCalGas and Sempra, and each of them,
24 negligently, carelessly, recklessly, and/or unlawfully used, owned, operated, managed, supervised,
25 maintained, repaired, and/or controlled the Facility, including but not limited to (a) failing to
26 implement reasonable safety and leak prevention practices; (b) failing to properly inspect, assess,
27 and/or evaluate the integrity of well SS-25 in compliance with applicable safety standards and
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1 regulations; and/or (c) failing to have an adequate and appropriate response plan to timely,
2 adequately, promptly and properly respond to and contain the leak.

3 208. As a direct and legal result of the wrongful acts and/or omissions of Defendants
4 SoCalGas and Sempra, and each of them, Firefighter Plaintiffs have suffered damages, including
5 but not limited to inhalation of noxious and toxic gases, chemicals, and/or fumes resulting in
6 personal injuries including, but not limited to, severe headaches, nosebleeds, skin rashes,
7 dizziness, difficulty breathing, and other harms known and as yet unknown. Upon information
8 and belief, some or all the health effects may result in permanent impairments and/or disabilities,
9 all to their general damage in a sum according to proof.

10 209. As a direct and legal result of the wrongful acts and/or omissions of Defendants
11 SoCalGas and Sempra, and each of them, Firefighter Plaintiffs are required to, and continue to,
12 employ physicians and/or other health care providers to examine, treat, and care for their injuries.
13 Plaintiffs have incurred, and will continue to incur, medical and incidental expenses for such
14 examination, treatment, rehabilitation, and care, all in an amount according to proof.

15 210. As a direct and legal result of the wrongful acts and/or omissions of Defendants
16 SoCalGas and Sempra, and each of them, Firefighter Plaintiffs have been put at risk for the
17 development of latent health problems, such that they now require medical monitoring for such
18 problems in the future.

19 211. As a direct and legal result of the wrongful acts and/or omissions of Defendants
20 SoCalGas and Sempra, and each of them, some of the Firefighter Plaintiffs have incurred, and will
21 continue to incur, a loss of income and/or a loss of earning capacity, all in an amount according to
22 proof.

23 212. As a direct and legal result of the wrongful acts and/or omissions of Defendants
24 SoCalGas and Sempra, and each of them, some of the Firefighter Plaintiffs have suffered and will
25 continue to suffer the loss of the quiet use and enjoyment of their residences and stations, as well
26 as public properties located in the area, have suffered and will continue to suffer the diminution of
27 the value of their property, and/or have been or will be required to expend monies to repair and/or
28 restore the property to its condition prior to the blowout, all in an amount according to proof.

1 213. The wrongful acts, representations and/or omissions of Defendants SoCalGas and
2 Sempra, hereinabove set forth, were made, adopted, approved, authorized, endorsed and/or ratified
3 by their officers, directors or managing agents, and were done maliciously, oppressively,
4 fraudulently and/or with a willful and knowing disregard of the probable dangerous consequences
5 for the health and safety of Firefighter Plaintiffs and their community. The officers, directors
6 and/or managing agents of Defendants SoCalGas and Sempra had advanced knowledge of aging
7 infrastructure, including but not limited to aging wells, pipelines, and/or safety systems; and/or the
8 lack of an effective integrity management program to ensure the safety of the operation of their
9 well facility. The officers, directors and/or managing agents of Defendants SoCalGas and Sempra
10 also had advanced knowledge that a failure to maintain, inspect, assess, replace, and/or repair
11 infrastructure would result in the probability of a catastrophic event, which foreseeably would lead
12 to harm and/or injuries to the health and safety of Firefighter Plaintiffs and their community,
13 generally. Defendants SoCalGas and Sempra intentionally chose not to spend necessary funds for
14 testing, assessments, maintenance, and evaluations that were earmarked from rate increases, and
15 instead reallocated funds in a manner designed to improve the company's financial performance,
16 and/or to increase executive bonuses. Defendants SoCalGas and Sempra, by their officers,
17 directors and/or managing agents, ratified the wrongful acts and/or omissions by failing to
18 discipline any of their employees or take actions to ensure that the same conduct would not occur
19 again. Further, officers, directors and/or managing agents of Defendants SoCalGas and Sempra
20 were aware that their failure and/or disregard for having established plans, processes, and/or
21 protocols to address infrastructure failures would lead to the probable dangerous consequence of a
22 sustained catastrophic event, which would result in harm or injury to the health and safety of
23 Firefighter Plaintiffs and their community, generally. In failing to take protective measures to
24 safeguard against the danger, the officers, directors and/or managing agents of Defendants
25 SoCalGas and Sempra acted with a willful and/or knowing disregard of the probable dangerous,
26 and/or acted with an awareness of the probable dangerous consequences of their conduct and
27 deliberately failed to avoid those consequences, thereby creating a substantial risk of injury to
28 Firefighter Plaintiffs and the community of residents living near the Facility generally. Firefighter

1 Plaintiffs are entitled to punitive and exemplary damages in an amount to be ascertained, which is
2 appropriate to punish or set an example of Defendants SoCalGas and Sempra and deter such
3 behavior by Defendants and others in the future.

4 214. Firefighter Plaintiffs are entitled to attorney's fees under Cal. Labor Code section
5 3856(b). Firefighter Plaintiffs also are entitled to attorney's fees under Cal. Code of Civil
6 Procedure section 1021.5 because the successful prosecution of this action will confer a significant
7 benefit, both pecuniary and non-pecuniary, on the general public and a large group of persons by
8 abating environmental harm and preventing future harm to residents of Porter Ranch and
9 surrounding neighborhoods. Further, the necessity and financial burden of private enforcement
10 makes such an award appropriate as the litigation is not economically feasible or viable for
11 Firefighter Plaintiffs to pursue on their own and at their own expense, and attorney's fees should
12 not in the interest of justice be paid out of the recovery, if any.

13 **SECOND CAUSE OF ACTION**

14 **NEGLIGENCE PER SE**

15 **(Against SoCalGas, Sempra, and DOES 1–100, inclusive)**

16 215. Firefighter Plaintiffs incorporate by reference all allegations of the preceding
17 paragraphs as though fully set forth herein.

18 216. At all relevant times, Defendants SoCalGas and Sempra, and each of them, were
19 under a mandatory duty to not obstruct the free use of property so as to interfere with the
20 comfortable enjoyment of life or property pursuant to Cal. Civ. Code § 3479, which specifically
21 states: "Anything which is injurious to health, including, but not limited to, the illegal sale of
22 controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of
23 property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully
24 obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay,
25 stream, canal, or basin, or any public park, square, street, or highway, is a nuisance."

26 217. At all relevant times, Defendants SoCalGas and Sempra, and each of them, were
27 under a mandatory duty, as handlers of hazardous material, to immediately report the release or
28 threatened release thereof to the unified program agency pursuant to Cal. Health & Safety Code §

1 25510(a), which specifically states: “the handler or an employee, authorized representative, agent,
2 or designee of a handler, shall, upon discovery, immediately report any release or threatened
3 release of a hazardous material to the unified program agency, and to the office, in accordance
4 with the regulations adopted pursuant to this section. The handler or an employee, authorized
5 representative, agent, or designee of the handler shall provide all state, city, or county fire or
6 public health or safety personnel and emergency response personnel with access to the handler’s
7 facilities.”

8 218. At all relevant times, Defendants SoCalGas and Sempra, and each of them, were
9 under a mandatory duty pursuant to Cal. Health & Safety Code § 41700 and South Coast AQMD
10 Rule 402, which collectively prohibit the discharge of air contaminants or other material that cause
11 injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public,
12 or that endanger the comfort, repose, health, or safety of any of those persons or the public, or that
13 cause, or have a natural tendency to cause, injury or damage to business or property. Specifically,
14 Cal. Health & Safety Code § 41700 states: “a person shall not discharge from any source
15 whatsoever quantities of air contaminants or other material that cause injury, detriment, nuisance,
16 or annoyance to any considerable number of persons or to the public, or that endanger the comfort,
17 repose, health, or safety of any of those persons or the public, or that cause, or have a natural
18 tendency to cause, injury or damage to business or property.”

19 219. The aforementioned statutes and/or regulations were intended to protect against the
20 type of harm suffered by Firefighter Plaintiffs, and Firefighter Plaintiffs are within the class of
21 persons for whose protection the aforementioned statutes and/or regulations were adopted.

22 220. The aforementioned mandatory duties were breached when Defendants SoCalGas
23 and Sempra, and each of them, (a) failed to implement reasonable safety and leak prevention
24 practices; (b) failed to properly inspect, assess, and/or evaluate the integrity of well SS-25 and
25 other wells at the Facility in compliance with applicable safety standards and regulations;
26 (c) failed to have an adequate and appropriate response plan to timely, adequately, promptly and
27 properly respond to and contain the leak; and/or (d) failed to promptly inform and/or grant access
28 to the well to proper authorities pursuant to Health & Safety Code § 25510(a).

1 natural gas storage field, including property owned and occupied by Firefighter Plaintiffs,
2 rendering that property unhealthy, injurious to health, and uninhabitable.

3 263. Firefighter Plaintiffs who owned homes in the impacted area have not received
4 adequate compensation for the damage to and/or destruction of their property, thus constituting a
5 taking or damaging of Plaintiffs' property by the Defendants without just compensation.

6 264. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
7 and each of them, Firefighter Plaintiffs who owned homes in the impacted areas suffered damages
8 to their real and personal property, including loss of use, interference with access, and diminution
9 in value and/or marketability in an amount according to proof at trial.

10 265. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
11 and each of them, Firefighter Plaintiffs have incurred and will continue to incur costs,
12 disbursements, and expenses, including reasonable attorney, appraisal, engineering, and other
13 expert fees due to the conduct of Defendants, and each of them, in amounts that cannot yet be
14 ascertained, but which are recoverable pursuant to Cal. Code of Civil Procedure section 1036.

15 **NINTH CAUSE OF ACTION**

16 **STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITIES**

17 **(Against SoCalGas, Sempra, and DOES 1–100, inclusive)**

18 266. Firefighter Plaintiffs incorporate and re-allege each of the paragraphs above as
19 though fully set forth herein.

20 267. Defendants SoCalGas and Sempra knew or should have known that storing and
21 distributing natural gas through aged, deteriorated and unmaintained pipes and storage facilities
22 that were overdue for inspection and repair, with no safety valves and, with incomplete well
23 casings, would inevitably leak, as other similar facilities of Defendants had previously leaked, and
24 would create actual harm to the persons in the communities in the vicinity of the Aliso Canyon
25 Facility. Defendants knew or should have known that the chemicals in the wells at the facility,
26 including methane, ethane, propane, n-butane, hydrogen sulfide, benzene and radon, which are
27 known human carcinogens, are the types of chemicals that if they are released in the air in the
28 environment, they cannot be made reasonably safe and will result in a toxic contamination

1 exposing persons to a serious risk of harm to their health, and the act of exposing persons to that
2 risk for the sole reason that Defendants chose not to maintain the condition of their facility, or
3 even warn plaintiffs who were in the vicinity of the risk of exposure because Defendants were
4 consciously choosing not to maintain their facility is an ultra-hazardous activity because it cannot
5 be made safe through the exercise of reasonable care.

6 268. Defendants SoCalGas and Sempra, and each of them, were engaged in ultra-
7 hazardous activities by storing, transporting and retrieving natural gas in a manner which
8 necessitated the accumulation and potential release of noxious and toxic fumes and chemicals,
9 some of which were known carcinogens. As such, the high risk of harm to the community
10 outweighed any benefits to the community arising out of defendants' activities.

11 269. As a direct and legal result of the storage and distribution of natural gas and other
12 toxic substances by Defendants in aged, deteriorated and unmaintained pipes and storage facilities
13 that were overdue for inspection and repair, and would inevitably be leaking, Defendants
14 SoCalGas and Sempra, and each of them, caused noxious and toxic fumes, gases, and chemicals to
15 escape from the Facility and inundated the surrounding community causing harm to Plaintiffs as
16 described herein.

17 270. The harm to Firefighter Plaintiffs was and is the kind of harm that would be
18 reasonably be anticipated as a result of the risks created by the kind of activities engaged in by
19 Defendants SoCalGas and Sempra, and each of them, in close proximity to residential areas.

20 271. Defendants SoCalGas and Sempra, and each of them, are liable to Firefighter
21 Plaintiffs for all damages arising from this ultra-hazardous activity, including all compensatory
22 damages, punitive damages pursuant to Cal. Civ. Code § 3294, and attorneys' fees pursuant to
23 Cal. Civ. Code § 1021.5.

24 TENTH CAUSE OF ACTION

25 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

26 (Against SoCalGas, Sempra, and DOES 1-100, inclusive)

27 272. Firefighter Plaintiffs re-allege and incorporate herein by reference, as though fully
28 set forth at length, all of the preceding allegations and statements.

1 273. At all times herein mentioned, defendants knew that their wells at the Facility were
2 aging and were in a state of disrepair, requiring updating and repair of corrosion to prevent
3 leakage of natural gas and exposure of natural gas and its chemical constituents to the neighboring
4 communities. Specifically, in testimony before the PUC in November 2014, Defendants reported
5 to the PUC “While SoCalGas currently meets existing requirements under DOGGR regulations,
6 the possibility of a well related incident still exists, given the age of the wells and their heavy
7 utilization.” Defendants failed to construct and maintain their wells in compliance with existing
8 standards, and knew at all times that their wells were out of compliance for numerous reasons,
9 including a failure to cement the entire length of casing in the well, and because the wells were
10 being used to inject gas through the casing, rather than using the casing for leak protection. Leaks
11 were noted to have occurred at wells at the field in 2008 and 2013 due to the aging of the
12 wells. Defendants were well aware of previous leaks at other facilities going back to the 1980s,
13 resulting in exposure of neighboring communities to chemicals and in Defendants having to pay
14 fines to regulatory bodies. Defendants outlined a program of needed inspections and repairs to
15 make the Aliso Canyon Facility safe. Defendants advised the PUC “Ultrasonic surveys conducted
16 in storage wells as part of well repair work from 2008 to 2013 identified internal/external casing
17 corrosion, or mechanical damage in 15 wells.” Defendants elected to defer immediate repair of
18 the corroding pipes in the year 2014 in order to save money and instead applied to the PUC for a
19 rate increase to cover the cost of repairs. Defendants made no attempt to bring their wells up to
20 current standards of construction, and instead continued to maintain and operate the wells in
21 violation of well-established standards.

22 274. Further, Defendants failed to operate the wells in accordance with industry
23 standards. For example, Defendants removed or never installed functioning safety valves at the
24 base of most gas injection wells, including well SS-25. A subsurface safety valve would have
25 blocked migration of the gas from the reservoir during the blowout. Moreover, well SS-25, like
26 numerous other wells at the facility, did not have cemented casing all the way up to the surface.

27 275. With conscious disregard for the safety of the residents and Firefighters in Porter
28 Ranch and the neighboring communities of Northridge, Granada Hills and Chatsworth,

1 Defendants intentionally allowed their aging and deficient wells to remain in a deteriorating
2 condition where they were certain to fail with time, knowing that the wells did not have safety
3 valves that would have resulted in early detection of a gas leak and would have enabled
4 Defendants to shut off the leak at an early stage, and knowing that in the event of a gas leak,
5 enormous amounts of toxic contaminants would be released into the atmosphere and environment,
6 and would expose Firefighter Plaintiffs to the Contaminants.

7 276. Defendants' failure to repair the aging pipes and to maintain the wells in a
8 reasonably safe condition, in light of the disastrous consequences in the event of a failure, is
9 conduct that is shocking and in conscious disregard of the rights and well-being of thousands upon
10 thousands of innocent residents of the neighboring communities, whose existence was well known
11 to defendants, and the risk that Defendants deliberately exposed Firefighter Plaintiffs to is an
12 outrageous act that exceeds all bounds of decency tolerated by our society because it was done for
13 the sole purpose of saving Defendants the cost of safely maintaining its well field.

14 277. Defendants exhibited a reckless disregard for the probability of causing
15 Firefighter Plaintiffs severe emotional distress by deliberately exposing plaintiffs' to toxic
16 chemicals in their homes and environment, and by failing and refusing to promptly take steps to
17 acknowledge or remedy the situation, once it unfolded. Specifically, Defendants were slow to act
18 in informing Firefighter Plaintiffs of the dangers to their health, were slow to act in providing
19 Firefighter Plaintiffs with suitable, or in some cases, any, alternative living arrangements, were
20 slow to act in stopping the leak, were slow to act in responding to governmental requests for
21 information and answers about the leak and the progress in stopping the leak, and as a result,
22 Defendants exposed Firefighter Plaintiffs to a disastrous situation that forced them to choose
23 between protecting their health and living in their own homes.

24 278. Defendants intentionally failed to promptly take steps to stop the contamination or
25 to warn plaintiffs of the contamination and its consequences, once it was apparent that there was a
26 leak that was exposing Firefighter Plaintiffs to the contaminants. In fact, in February 2016, Los
27 Angeles County District Attorney Jackie Lacey filed three misdemeanor criminal charges against
28 Defendant SoCalGas for its failure to report the gas leak between October 23, 2016 and October

1 26, 2016 and one count of discharge of air contaminants in violation of California Health and
2 Safety Code section 41700.

3 279. Defendants SoCalGas and Sempra, and each of them, engaged in outrageous,
4 malicious, and/or intentional conduct, and conduct that was in conscious disregard of the rights of
5 Firefighter Plaintiffs, who Defendants knew were living, working, or otherwise present in the
6 vicinity of the Aliso Canyon Facility, by constructing, operating and/or maintaining the Facility
7 and the injection wells at that Facility with knowledge that many of those wells were old,
8 deteriorating and/or lacked adequate safety measures, and Defendants failed to prevent the type of
9 catastrophe which occurred on or about October 23, 2015. Defendants SoCalGas and Sempra, and
10 each of them, also knew, or should have known, that well SS25 had, months before, began to leak
11 but deliberately did nothing to address the growing danger nor warn Firefighter Plaintiffs or public
12 health officials of the growing danger. In fact, while Defendants had a statutory obligation under
13 Proposition 65 to provide Firefighter Plaintiffs with a clear and reasonable warning regarding the
14 carcinogenic and reproductive hazards of the benzene exposures caused by their conduct, they
15 chose instead to first conceal the exposure and then later represent that such exposure posed no
16 health risks whatsoever.

17 280. Defendants SoCalGas and Sempra, and each of them, acted with reckless disregard
18 of the probability that Firefighter Plaintiffs would suffer emotional distress, knowing that
19 Firefighter Plaintiffs lived in close proximity to the Facility and were foreseeably in danger of
20 suffering harm in the event of a leak or blowout.

21 281. The wrongful acts and/or omissions of Defendants SoCalGas and Sempra, and each
22 of them, were outrageous, being so extreme that they go beyond all possible bounds of decency
23 tolerable in a civilized community, by, and not limited to, ignoring a high risk of serious injury to
24 the habitants of Porter Ranch, Granada Hills, Northridge, Chatsworth and neighboring
25 communities and their property from an underground gas well breach.

26 282. As a direct and legal result of the outrageous conduct of Defendants, Firefighter
27 Plaintiffs were hurt and injured in their health, strength, and activity, suffering from severe
28 emotional distress, fear, anxiety, and worry over the damage to themselves and their loved ones.

1 Firefighter Plaintiffs are informed and believe that their serious emotional distress will continue
2 indefinitely because of the uncertainties associated with the exposure to toxic gases and chemicals
3 and its impact on their future health and well-being, all to Firefighter Plaintiffs' general damage in
4 amounts according to proof at trial.

5 **ELEVENTH CAUSE OF ACTION**

6 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

7 **(Against SoCalGas, Sempra, and DOES 1-100, inclusive)**

8 283. Firefighter Plaintiffs re-allege and incorporate the foregoing paragraphs as though
9 fully set forth herein.

10 284. As a result of Defendants' negligence, natural gas has been contaminating the
11 communities surrounding the Aliso Canyon Facility. This natural gas contains mercaptan,
12 benzene, toluene, ethyl benzene, xylene and methane.

13 285. Mercaptan is added to natural gas to give it a distinctive order so that it is
14 noticeable in the event of a leak. Short-term exposure to mercaptan is known to cause
15 neurological, gastrointestinal, and respiratory injuries. Exposure to toluene can cause dizziness,
16 headaches, unconsciousness, irritation of the eye, dermatitis, and can have other central nervous
17 system effects.

18 286. Benzene is categorized by the Environmental Protection Agency as a known human
19 carcinogen. Moreover, the first reports of fatal blood disorders caused by benzene exposure
20 appeared in scientific literature as early as the 1890s.

21 287. As early as 1948, the American Petroleum Institute ("API") published the guideline
22 that the only absolutely safe level of exposure to benzene was 0%.

23 288. Epidemiological studies and evidence during the 1970's confirmed that exposure to
24 benzene was a cause of acute myelogenous leukemia.

25 289. California Health and Safety Code section 41700 provides in part "a person shall
26 not discharge from any source whatsoever quantities of air contaminants or other material that
27 cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the
28 public..."

1 290. Commencing on or about October 23, 2015 until on or about February 11, 2016,
2 Defendants SoCalGas violated California Health and Safety Code section 41700 by discharging
3 toxic chemicals, in quantities which have caused and/or have a natural tendency to cause injury,
4 detriment, nuisance, or annoyance, into the air and environment in the communities surrounding
5 the Aliso Canyon Facility.

6 291. Defendants SoCalGas's discharges from the Facility have violated, and continue to
7 violate, Health and Safety Code section 41700.

8 292. Additionally, California Health and Safety Code section 25510, subdivision (a),
9 requires that Defendants shall "upon discovery, immediately report any release or threatened
10 release of a hazardous material to the unified program agency, and to the office, in accordance
11 with the regulations adopted pursuant to this section."

12 293. Defendants SoCalGas discovered the release of natural gas at the Aliso Canyon
13 Facility on or about October 23, 2015. Defendants, however, failed to report the release of
14 hazardous materials to the appropriate unified program agency until October 26, 2015.

15 294. Defendants SoCalGas' failure to immediately report the natural gas leak violates
16 the legal duty contained in Health and Safety Code section 25510.

17 295. It was foreseeable that Firefighter Plaintiffs were in the zone of danger and would
18 suffer severe emotional distress at witnessing the injuries to their loved ones who were exposed to
19 the toxic and noxious fumes, gases and chemicals escaping from the Facility.

20 296. Firefighter Plaintiffs were present at the time that their loved ones suffered injuries
21 related to exposure to the toxic and noxious fumes, gases, and chemicals escaping from the
22 Facility.

23 297. As a direct and legal result of the wrongful acts and/or omissions of Defendants
24 SoCalGas and Sempra, and each of them, Firefighter Plaintiffs suffered severe emotional pain and
25 suffering at witnessing the injuries and harmful health effects of being exposed to the toxic gases
26 and chemicals escaping from the Facility. Upon information and belief, the long term or future
27 effects of such exposure is unknown and, therefore, will result in permanent severe emotional
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1 distress to Firefighter Plaintiffs who are worried and fearful for their own future health and well-
2 being, and that of their loved ones.

3 298. Firefighter Plaintiffs are entitled to attorney's fees under Cal. Code of Civil
4 Procedure section 1021.5 because the successful prosecution of this action will confer a significant
5 benefit, both pecuniary and non-pecuniary, on the general public and a large group of persons by
6 abating environmental harm and preventing future harm to residents of Porter Ranch and
7 surrounding neighborhoods. Further, the necessity and financial burden of private enforcement
8 makes such an award appropriate as the litigation is not economically feasible or viable for
9 Firefighter Plaintiffs to pursue on their own and at their own expense, and attorney's fees should
10 not in the interest of justice be paid out of the recovery, if any.

11 299. Due to the on-going fear, anxiety, and worry Plaintiffs will suffer into the future,
12 Firefighter Plaintiffs are entitled to damages according to proof at trial and for medical monitoring
13 to determine if the prolonged exposure to methane, benzene, hydrogen sulfide, sulfur dioxide and
14 other toxic chemicals will lead to serious disease requiring medical treatment.

15 **TWELFTH CAUSE OF ACTION**

16 **FRAUDULENT CONCEALMENT**

17 **(Against SoCalGas, Sempra, and DOES 1-100, inclusive)**

18 300. Firefighter Plaintiffs re-allege and incorporate herein by reference, as though fully
19 set forth at length, all of the preceding allegations and statements.

20 301. Firefighter Plaintiffs are informed and believe that Defendants SoCalGas and
21 Sempra, and each of them, knew that hazardous levels of toxic chemicals, including but not
22 limited to methane, benzene, toluene, ethyl benzene, xylene, and hydrogen sulfide, were likely to
23 emanate from any gas leak at the Facility.

24 302. Firefighter Plaintiffs are informed and believe that Defendants SoCalGas and
25 Sempra, and each of them, knew and concealed the fact there were inadequate safety measures in
26 place at the Facility to prevent this type of gas leak. For example, Defendant SoCalGas and
27 Sempra removed or never installed functioning safety valves at the base of most gas injection
28 wells. Defendant SoCalGas informed DOGGR in 1979 that it "replaced" the subsurface safety

1 valve on SS-25 and continued to report the presence of the subsurface safety valve through 2014.
2 After the gas leak, however, Defendant SoCalGas stated it “removed” the subsurface valve in
3 1979.

4 303. Defendants SoCalGas and Sempra intentionally withheld from Firefighter
5 Plaintiffs, the public, and public health officials, the knowledge that Defendants SoCalGas and
6 Sempra removed or never installed functioning safety valves at the base of most gas injection
7 wells, including but not limited to the fact that they removed and never replaced the safety valve
8 on SS-25.

9 304. Firefighter Plaintiffs are informed and believe that on/or before October 23, 2015,
10 Defendants SoCalGas and Sempra, and each of them, discovered a gas leak at the Facility.
11 Firefighter Plaintiffs are further informed and believe that Defendants, and each of them,
12 concealed the existence of the leak from the residents in the surrounding communities for at least
13 several days, if not months. Defendants SoCalGas and Sempra, and each of them, intentionally
14 withheld from Firefighter Plaintiffs the knowledge that toxic chemicals had contaminated, or were
15 at risk of contaminating, the communities surrounding the Facility, and SoCalGas and Sempra,
16 and each of them, failed to provide Firefighter Plaintiffs any warning regarding the danger despite
17 the fact that these facts were known only to SoCalGas and/or Sempra and Firefighter Plaintiffs
18 could not reasonably have discovered such facts.

19 305. Defendants intentionally failed to promptly take steps to stop the contamination or
20 to warn plaintiffs of the contamination and its consequences, once it was apparent that there was a
21 leak that was exposing Firefighter Plaintiffs to the contaminants. In fact, in February 2016, Los
22 Angeles County District Attorney Jackie Lacey filed three misdemeanor criminal charges against
23 Defendant SoCalGas for its failure to report the gas leak between October 23, 2016 and October
24 26, 2016 and one count of discharge of air contaminants in violation of California Health and
25 Safety Code section 41700

26 306. Defendants SoCalGas and Sempra, and each of them, intended to conceal the true
27 facts from Firefighter Plaintiffs and intended Firefighter Plaintiffs to remain ignorant in order for
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1 SoCalGas and Sempra, and each of them, to continue to operate the Facility for their financial
2 gain.

3 307. Defendants SoCalGas and Sempra, and each of them, had exclusive knowledge of
4 the existence of the gas leak and the lack of safety valves at the base of most of the gas injection
5 wells, including well SS-25.

6 308. Firefighter Plaintiffs reasonably relied on their ignorance of the true facts and were,
7 therefore, in no position to take corrective measures to avoid or minimize the risks created by
8 operations of SoCalGas and Sempra, and each of them, at the Facility.

9 309. Had Firefighter Plaintiffs been aware of the true facts they would have taken
10 measures to protect the persons and property at risk of exposure to the inundations and inhalation
11 of harmful chemicals and gases emitted by the gas leak.

12 310. As a direct and legal result of the fraudulent acts and/or omissions of Defendants
13 SoCalGas and Sempra, and each of them, Firefighter Plaintiffs have suffered and continue to
14 suffer damages, losses, and injuries described above in amounts according to proof at trial.

15 **THIRTEENTH CAUSE OF ACTION**
16 **LOSS OF CONSORTIUM**
(Against All Defendants)

17 311. Firefighter Plaintiffs re-allege and incorporate herein by reference, as though fully
18 set forth at length, all of the preceding allegations and statements.

19 312. At all relevant times, Firefighter Plaintiff and Plaintiff's spouse have been married.

20 313. As a direct and legal result of the conduct, acts and omissions of Defendants and
21 injuries sustained by Firefighter Plaintiff's spouse caused by such conduct, Plaintiff has suffered
22 and continues to suffer a loss of services, love, companionship, comfort, care, assistance,
23 protection, affection, society, moral support, and relations, in an amount according to proof at trial.

24 314. Therefore, Plaintiffs pray for damages as hereinabove set forth.

25 **VI. PRAYER FOR RELIEF**

26 315. WHEREFORE, Firefighter Plaintiffs request relief against all Defendants as
27 follows:

- 28 a. a judgment in favor of Firefighter Plaintiffs on all claims;


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- b. for compensatory and general damages according to proof;
- c. an award to Firefighter Plaintiffs for the amount of damages, including personal injuries, property damage, damage to the health of their pets, and diminution in property value, according to proof;
- d. loss of the use and benefit of Firefighter Plaintiffs' real and/or personal property;
- e. past and future medical expenses and incidental expenses according to proof;
- f. loss of wages, earning capacity, and/or business profits or proceeds and/or any related displacement expenses, according to proof.
- g. the cost of future medical monitoring;
- h. general damages for fear, worry, annoyance, discomfort, disturbance, inconvenience, mental anguish, emotional distress, and loss of quiet enjoyment of property;
- i. the loss of consortium;
- j. an award to Firefighter Plaintiffs for punitive and exemplary damages according to proof;
- k. all costs of suit, including attorneys' fees where appropriate, appraisal fees, engineering fees and related costs;
- l. for reasonable attorneys' fees pursuant to Cal. Labor Code section 3856(b);
- m. for reasonable attorneys' fees pursuant to California Code of Civil Procedure, section 1021.5;
- n. for pre- and post-judgment interest at the legal rate on all amounts awarded; and
- o. for all other relief as this Court may deem just and proper.

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DATED: January 29, 2019

PARRIS LAW FIRM

By: 
R. Rex Parris
Patricia K. Oliver
Christopher L. Casillas
Counsel for Plaintiffs

1 **VII. JURY TRIAL DEMAND**

2 319. Firefighter Plaintiffs demand a trial by jury on all of the triable issues within this
3 Complaint.

4 DATED: January 29, 2019

PARRIS LAW FIRM

5
6 By: 

R. Rex Parris
Patricia K. Oliver
Christopher L. Casillas
Counsel for Plaintiffs

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