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Electronically FILED by
Superior Court of California,
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2/20/2026 6:41 PM
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19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

21 DAN GRIGSBY, et al.,

22 Plaintiff,

23 vs.

24 CITY OF LOS ANGELES ACTING BY AND
25 THROUGH THE LOS ANGELES
26 DEPARTMENT OF WATER AND POWER, a
27 government entity, et al.,

28 Defendants.

Case No. 25STCV00832

*Case Assigned for All Purposes to the
Hon. Samantha Jessner*

**NOTICE OF DEMURRER AND
DEMURRER OF DEFENDANT
SOUTHERN CALIFORNIA GAS
COMPANY TO THE FORTIETH
THROUGH FORTY-FIFTH CAUSES
OF ACTION OF THE REVISED
MASTER COMPLAINT FOR
DAMAGES; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Date: June 23, 2026
Time: 1:45 p.m.
Dept.: SS-7

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

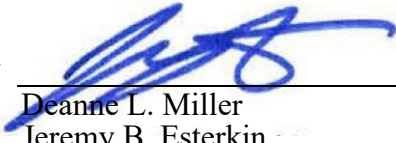
2 **PLEASE TAKE NOTICE** that on June 23, 2026 at 1:45 p.m. before the Honorable
3 Samantha Jessner, in Department 7 of the above-entitled Court, located at 312 North Spring
4 Street, Los Angeles, California 90012, Defendant Southern California Gas Company
5 (“Defendant”) will and hereby demurs to the Fortieth, Forty-First, Forty-Second, Forty-Third,
6 Forty-Fourth and Forty-Fifth Causes of Action of the Revised Master Complaint for Damages
7 (“Complaint”) filed by Dan Grigsby et al. (“Plaintiffs”), pursuant to California Code of Civil
8 Procedure section 430.10(e).

9 This Demurrer is brought on the grounds that the Revised Master Complaint for Damages
10 filed by Plaintiffs does not—and cannot—state facts sufficient to constitute the challenged causes
11 of action. *See* Cal. Civ. Proc. Code § 430.10(e). This Demurrer is brought following the meet
12 and confer efforts set forth in the Declaration of Jeremy B. Esterkin, filed concurrently pursuant
13 to California Code of Civil Procedure section 430.41(a)(3). This Demurrer is based upon this
14 Notice of Demurrer and Demurrer, the attached Memorandum of Points and Authorities, all
15 pleadings and documents on file in this action, all additional matters of which the Court may take
16 judicial notice, and upon such other matters as may be presented to the Court at, or prior to, the
17 hearing on this Demurrer.

18 Dated: February 20, 2026

MORGAN, LEWIS & BOCKIUS LLP

19
20 By


Deanne L. Miller
Jeremy B. Esterkin
Colin C. West

21
22
23 Attorneys for Defendants
Sempra and Southern California Gas
24 Company

1 **DEMURRER**

2 Pursuant to California Code of Civil Procedure section 430.10, Defendant Southern
3 California Gas Company (“SoCalGas” or “Defendant”) will and hereby demurs to the Fortieth,
4 Forty-First, Forty-Second, Forty-Third, Forty-Fourth, and Forty-Fifth Causes of Action of
5 Plaintiffs’ Revised Master Complaint on the following grounds:

6 **Demurrer to Fortieth Cause of Action: Negligence**

7 1. The Fortieth Cause of Action for Negligence does not—and cannot—state facts
8 sufficient to constitute a cause of action against Defendant. *See* Cal. Civ. Proc. Code § 430.10(e).

9 **Demurrer to Forty-First Cause of Action: Trespass**

10 2. The Forty-First Cause of Action for Trespass does not—and cannot—state facts
11 sufficient to constitute a cause of action against Defendant. *See* Cal. Civ. Proc. Code § 430.10(e).

12 **Demurrer to Forty-Second Cause of Action: Private Nuisance**

13 3. The Forty-Second Cause of Action for Private Nuisance does not—and cannot—
14 state facts sufficient to constitute a cause of action against Defendant. *See* Cal. Civ. Proc. Code §
15 430.10(e).

16 **Demurrer to Forty-Third Cause of Action: Public Nuisance**

17 4. The Forty-Third Cause of Action for Public Nuisance does not—and cannot—state
18 facts sufficient to constitute a cause of action against Defendant. *See* Cal. Civ. Proc. Code §
19 430.10(e).

20 **Demurrer to Forty-Fourth Cause of Action: Premises Liability**

21 5. The Forty-Fourth Cause of Action for Premises Liability does not—and cannot—
22 state facts sufficient to constitute a cause of action against Defendant. *See* Cal. Civ. Proc. Code §
23 430.10(e).

24 **Demurrer to Forty-Fifth Cause of Action: Violation of Health and Safety Code § 13007**

25 6. The Forty-Fifth Cause of Action for violation of Health and Safety Code section
26 13007 does not—and cannot—state facts sufficient to constitute a cause of action against
27 Defendant. *See* Cal. Civ. Proc. Code § 430.10(e).

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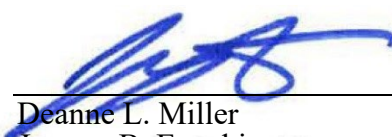
WHEREFORE, Defendant prays:

1. That the Demurrer to the Fortieth, Forty-First, Forty-Second, Forty-Third, Forty-Fourth and Forty-Fifth Causes of Action of Plaintiffs' Revised Master Complaint be sustained without leave to amend; and,

2. For costs and such other and further relief that the Court may deem just and proper.

Dated: February 20, 2026

MORGAN, LEWIS & BOCKIUS LLP

By 
Deanne L. Miller
Jeremy B. Esterkin
Colin C. West

Attorneys for Defendants
Sempra and Southern California Gas
Company

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION**

3 This case arises from the 2025 Palisades Fire, which originated with an act of arson on
4 State land and was driven by high winds and dry conditions into residential neighborhoods.
5 Compl. ¶¶ 1, 4, 75, 77. The results were devastating, with lives lost and thousands of homes
6 destroyed. Thousands of Californians remain displaced by the fire. SoCalGas is committed to
7 help rebuild the communities impacted by the Palisades Fire, and understands Plaintiffs’ desire
8 for compensation for what they have lost. Plaintiffs are not, however, entitled to compensation
9 from SoCalGas because it is neither legally nor factually responsible for their injuries.

10 Plaintiffs claim that SoCalGas is liable for their injuries because it allegedly: (1) failed to
11 shut off the flow of natural gas to the neighborhood quickly enough; or (2) should have
12 preemptively installed devices called “Fire Safety Valves” on all gas meters in the Palisades,
13 which Plaintiffs contend would have automatically shut off gas to burning homes. *Id.* ¶¶ 354-
14 358. According to Plaintiffs, SoCalGas’s failure to take these steps contributed to the spread of
15 the Palisades Fire, which they claim was fueled in part by gas emitted from meters and gas lines
16 destroyed by the fire.

17 On the merits, SoCalGas will readily establish that its gas lines and meters had nothing to
18 do with the spread of the Palisades Fire. To SoCalGas’s knowledge, no gas company has ever
19 been found liable for contributing to the harms caused by a fire ignited by other sources due to the
20 destruction of gas infrastructure by that same fire. And for good reason. A vast, wind-driven fire
21 moving at the speed of the Palisades Fire is not spread by natural gas from destroyed residential
22 gas lines, which are only damaged—if at all—*after* a house is already on fire.

23 As relevant here, Plaintiff’s tort claims against SoCalGas fail as a matter of law because
24 binding authority conclusively establishes that SoCalGas owes no legal duty to shut off gas
25 service in areas at risk from a fire. In *Lowenschuss v. Southern California Gas Company*, the
26 Second District Court of Appeal asked, and answered, the following question:

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The gas company, a public utility, knows that a rapidly spreading fire is approaching a neighborhood. Does it have a duty to purge gas from its pipes and house meters which may be in the path of the fire?

No.

(1992) 11 Cal. App. 4th 496, 497. *Lowenschuss* is directly on point, binding, and unambiguously forecloses all of Plaintiffs’ claims against SoCalGas that are premised on alleged breach of a legal duty, including Plaintiffs’ claims for negligence, premises liability, trespass, public nuisance, private nuisance, and violation of Health & Safety Code section 13007.¹

SoCalGas understands—and embraces—its obligation to serve its customers safely. But as the binding *Lowenschuss* decision confirms, the fact that SoCalGas provides communities with gas does not—and cannot—convert the public utility into an insurer of all types of fire risk faced by Southern California’s communities. Because the Court of Appeal has already addressed these precise issues, SoCalGas’s demurrer to Plaintiffs’ tort-based causes of action should be sustained.

II. BACKGROUND

SoCalGas is a public utility that delivers natural gas to over 21 million consumers in a service territory that encompasses approximately 24,000 square miles of Southern California. SoCalGas has at all times operated as a public utility under the regulatory jurisdiction of the Commission. As a public utility, SoCalGas is obligated to provide gas service to the public within its service territory. *See* Pub. Util. Code § 451.

Plaintiffs allege that on January 7, 2025, the Palisades Fire ignited on State park land. Compl. ¶¶ 1, 4, 76, 366. According to Plaintiffs, the Palisades Fire was the “direct and proximate result of a rekindling” and continuation of the “Lachman Fire,” which had been ignited intentionally by an arsonist six days earlier, on January 1, 2025. Compl. ¶¶ 75, 77. “Pushed by strong northeast winds, the Palisades Fire spread rapidly down canyon into heavily populated neighborhoods incinerating everything in its path.” Compl. ¶ 241.

¹ SoCalGas also has no liability to any plaintiff under the theory of inverse condemnation. SoCalGas expressly preserves all factual and legal arguments against the inverse condemnation cause of action and will address that claim later in the proceedings.

1 With regard to SoCalGas, Plaintiffs allege that as the fire spread to their neighborhoods
2 igniting all homes, vehicles, and structures in its path, SoCalGas’s natural gas lines “failed to
3 purge or shut down,” and “natural gas flowing from the gas lines” resulted “in explosions” within
4 multiple homes, “hurling embers and debris in the high wind, and causing further spread of the
5 fire.” Compl. ¶ 352. Plaintiffs further allege that SoCalGas “failed to implement known fire-
6 season protocols for gas line shutdown, maintenance, or emergency mitigation[.]” Compl. ¶ 354.
7 Plaintiffs identify no particular “fire-season protocol” SoCalGas allegedly failed to implement,
8 how SoCalGas failed to implement it, or how any such implementation would have stopped the
9 wind, low humidity, and dry conditions from spreading the fire regardless. Plaintiffs further fail
10 to allege that any structure that was destroyed by the Palisades Fire would have been saved but
11 for SoCalGas’s alleged failure to implement an unspecified “fire-season protocol.” *Id.*

12 Plaintiffs further allege that SoCalGas should have preemptively installed “Thermal
13 Activated Shutoffs,” or “Fire Safety Valves,” which Plaintiffs allege “significantly reduce the
14 time to shut off gas to the structure” when a building is on fire. Compl. ¶¶ 356, 734. Plaintiffs do
15 not allege that any particular structure destroyed by the Palisades Fire would have been preserved
16 but for SoCalGas’s alleged failure to install “Fire Safety Valves.” *Id.*

17 **III. LEGAL STANDARD ON DEMURRER**

18 “A general demurrer searches the complaint for all defects going to the existence of a
19 cause of action and places at issue the legal merits of the action on assumed facts.” *Carman v.*
20 *Alvord* (1982) 31 Cal. 3d 318, 324. The court treats the demurrer as admitting all material facts
21 properly pleaded in the complaint, but not contentions, deductions or legal conclusions. *Ankeny*
22 *v. Lockheed Missiles & Space Co.* (1979) 88 Cal. App. 3d 531, 537. On demurrer, courts may not
23 accept “speculation or allegations which are contrary either to law or to judicially noticed facts.”
24 *Monterey Coastkeeper v. California Regional Water Quality Control Bd.* (2022) 76 Cal. App. 5th
25 1, 16.

1 **IV. ARGUMENT**

2 To adequately plead a tort cause of action, a plaintiff must allege facts showing the
3 defendant owed a legal duty to the plaintiff, defendant’s breach of that duty, and that the breach
4 caused the resulting injury. *C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal. 4th
5 861, 876 (“causation and duty [are] elements of liability that must be established in every tort
6 action”); *MacLeod v. Fox West Coast Theatres Corp.* (1937) 10 Cal. 2d 383, 386 (“In order to
7 constitute an actionable tort there must be a legal duty imposed by statute or otherwise owing by
8 the defendant to the one injured.”) (citation omitted). The existence and breach of a legal duty are
9 essential elements of causes of action for negligence, premises liability, nuisance, trespass, and
10 Health and Safety Code section 13007. See *Kesner v. Sup.Ct.* (2016) 1 Cal. 5th 1132, 1142
11 (negligence); *Melton v. Boustred* (2010) 183 Cal. App. 4th 521, 542 (nuisance and premises
12 liability) (citations omitted); *McBride v. Smith* (2018) 18 Cal. App. 5th 1160, 1174 (trespass);
13 *U.S. v. Southern California Edison Co.* (2006) 413 F. Supp. 2d 1101, 1129-30 (Health and Safety
14 Code § 13007).

15 Whether a legal duty exists is a legal question to be determined by the court based upon
16 broad consideration of public policy rather than the facts of a given case. *Kesner*, 1 Cal. 5th at
17 1143. “The conclusion that a defendant did not have a duty constitutes a determination by the
18 court that public policy concerns outweigh, for a particular category of cases, the broad principle
19 enacted by the Legislature that one’s [purported] failure to exercise ordinary care incurs liability
20 for all the harms that result.” *Id.* Such “no-duty rules” are “categorical, bright-line rules of law
21 applicable to a general class of cases.” *Cabral v. Ralphs Grocery Co.* (2011) 51 Cal. 4th 764, at
22 773 n. 3 (quoting Rest.3d Torts, Liability for Physical and Emotional Harm, § 7, com. a, p. 78.)

23 Here, the Court of Appeal has already considered the precise question at the heart of
24 Plaintiffs’ claims against SoCalGas: “whether a public utility gas company has a duty to
25 consumers to shut off the flow of gas when it is aware that a neighborhood of homes may be in
26 the path of a large fire.” *Lowenschuss*, 11 Cal. App. 4th at 498. The Court of Appeal answered
27 that question in the negative. *Id.* That holding disposes of all of Plaintiffs’ tort-based claims as a
28 matter of law.

1 *Lowenschuss* concerned the 1990 Painted Cave Fire, which—like the Palisades Fire—was
2 intentionally set and resulted in at least one fatality and the destruction of hundreds of homes in
3 Santa Barbara County. *Id.* at 497-98.² The Lowenschusses sued SoCalGas and claimed that it
4 was liable for the loss of their home in the fire because the Company had “refused to purge gas
5 from its lines and house meters” though SoCalGas allegedly “knew that a rapidly spreading fire []
6 was approaching their neighborhood.” *Lowenschuss*, 11 Cal. App. 4th at 497-98. The plaintiffs
7 further claimed that “as a proximate result of the Company’s negligent failure to shut off the gas
8 to its lines, mains and meters,” the oncoming fire destroyed the meter connected to the plaintiff’s
9 home, which exploded and destroyed the house. *Id.* at 498.

10 Based on those allegations, the Court of Appeal decided whether, under such
11 circumstances, SoCalGas owed a “duty to purge gas from its pipes and house meters” that may be
12 in the path of a spreading fire. *Id.* at 497. The Court of Appeal held the answer is “no,”
13 elaborating that “[t]he ‘big bang’ theory which suggests that the universe is ever expanding is not
14 applicable to the liability of the gas company.” *Id.* at 501. Any other rule, the Court of Appeal
15 reasoned, would effectively transform SoCalGas into “an insurer of millions of dollars worth of
16 property upon which, either from the nature of the business conducted on the premises or the
17 locality in which the property is situated, an insurance company itself would not think of
18 assuming the risk.” *Id.* at 500 (quoting *Niehaus Bros. Co. v. Contra Costa Etc. Co.* (1911) 159
19 Cal. 305, 321).

20 Plaintiffs’ assertion that SoCalGas should have, but did not, prevent the Palisades Fire
21 from igniting the natural gas that SoCalGas supplies to them by turning off the gas flow is
22 indistinguishable from the plaintiffs’ claim in *Lowenschuss*. *Lowenschuss* is thus directly on
23 point, controlling, and compels dismissal of all of Plaintiffs’ claims premised on the existence and
24 breach of a legal duty. *See, e.g., Auto Equity Sales, Inc. v. Superior Court of Santa Clara Cnty.*
25 (1962) 57 Cal. 2d 450, 455 (Superior Court exceeded jurisdiction by declining to follow
26 precedent from the Court of Appeal).

27 _____
28 ² *See also* John Johnson, A Final Flare-Up From Disastrous 1990 Fire, L.A. TIMES (Nov. 7,
2000), <https://www.latimes.com/archives/la-xpm-2000-nov-07-mn-48380-story.html>

1 Plaintiffs’ allegation “on informa[tion] and belie[f]” that “gas lines without automatic
2 shutoff valves are specific defects and dangerous conditions” changes nothing. Compl. ¶ 355.
3 The absence of a specific type of safety device is not a “defect” under *Lowenschuss*. The Court
4 of Appeal in *Lowenschuss* recognized that while SoCalGas has no duty to turn off its gas system
5 in the path of a spreading fire, SoCalGas could potentially be liable only if it had been notified of
6 a “*specific defect or damage* involving one of its lines.” *Lowenschuss*, 11 Cal.App.4th at 500
7 (emphasis in original). By “*specific defect or damage*,” the Court of Appeal meant that in a
8 situation where SoCalGas “knows the customer’s line is defective—has leaks—it must take
9 precautions *according to [those] circumstances*.” *Id.* (emphasis in original) (quotation omitted).

10 That scenario is irrelevant to the facts alleged here. Plaintiffs do not allege that any
11 distribution lines to residences in the Palisades were leaking gas prior to the fire—the only form
12 of “defect” relevant to *Lowenschuss*—much less that SoCalGas *had actual notice* of a residential
13 gas leak in the Palisades and failed to act on it. *Id.*; *see also Ambriz v. Petrolane, Limited* (1957)
14 49 Cal.2d 470, 478–79 (“Where the company knows the customer’s line is defective—has
15 leaks—it must take precautions according to the circumstances.”).

16 In sum, SoCalGas owed Plaintiffs no duty to preemptively shut off gas service to the
17 Palisades in response to the fire, whether by turning off gas flow at the main lines, or by
18 preemptively equipping all of its distribution lines with “Fire Safety Valves.” Compl. ¶¶ 355-57.
19 Plaintiffs thus have not alleged facts—and cannot allege facts—showing that SoCalGas owed
20 Plaintiffs a legal duty. Their claims alleging negligence, premises liability, public nuisance,
21 private nuisance, trespass, and violation of Health and Safety Code section 13007 must be
22 dismissed.

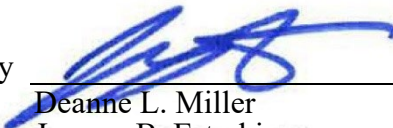
23 **V. CONCLUSION**

24 For all the foregoing reasons, SoCalGas’s demurrer should be sustained in its entirety with
25 respect to the Fortieth through Forty-Fifth Causes of Action. Because Plaintiffs’ claims are
26 legally defective and cannot be cured by amendment, these causes of action should be dismissed
27 with prejudice.

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Dated: February 20, 2026

MORGAN, LEWIS & BOCKIUS LLP

By 
Deanne L. Miller
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Colin C. West

Attorneys for Defendants
Sempra and Southern California Gas
Company

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PROOF OF SERVICE

I am a resident of the State of California and employed in Los Angeles County, California.
I am over the age of eighteen years and not a party to the within entitled action. My business address is 300 South Grand Avenue, 22nd Floor, Los Angeles, California 90071-3132.

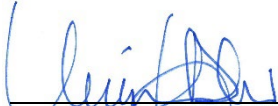
On February 20, 2026, I served a copy of the within document(s):

NOTICE OF DEMURRER AND DEMURRER OF DEFENDANT SOUTHERN CALIFORNIA GAS COMPANY TO THE FORTIETH THROUGH FORTY-FIFTH CAUSES OF ACTION OF THE REVISED MASTER COMPLAINT FOR DAMAGES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

BY ELECTRONIC SERVICE VIA CASE ANYWHERE: I attached a true and correct copy of the above-entitled document(s) to **Case Anywhere** by electronic transfer for service on all counsel of record by electronic service pursuant to the Order Authorizing Electronic Service. This service complies with C.C.P. § 1010.6.

Executed on February 20, 2026, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Vivian F. Dohi