

FILED
Superior Court of California
County of Los Angeles

07/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DAN GRIGSBY, et al.,

Plaintiffs,

vs.

CITY OF LOS ANGELES ACTING BY AND
THROUGH THE LOS ANGELES
DEPARTMENT OF WATER AND POWER, a
government entity; CITY OF LOS ANGELES,
a government entity; CALIFORNIA
DEPARTMENT OF PARKS AND
RECREATION, a government entity; STATE
OF CALIFORNIA; SOUTHERN
CALIFORNIA EDISON COMPANY, a
California corporation; EDISON
INTERNATIONAL, a California corporation;
CHARTER COMMUNICATIONS, a Delaware
corporation; FRONTIER
COMMUNICATIONS, a Delaware
corporation; AT&T, Inc., a Delaware,
corporation; COUNTY OF LOS ANGELES, a
government entity; LAS VIRGENES
MUNICIPAL WATER DISTRICT, a public
utility; SEMPRA ENERGY, a California
corporation; SOUTHERN CALIFORNIA GAS
COMPANY, a California corporation; J. PAUL
GETTY TRUST, a California charitable trust;
MOUNTAIN RECREATION AND
CONSERVATION AUTHORITY, and DOES 1
through 50, inclusive,

Defendants.

Case No.: 25STCV00832

~~[TENTATIVE]~~ ORDER ON
DEFENDANT SOUTHERN
CALIFORNIA GAS COMPANY'S
DEMURRER & MOTION TO STRIKE

Hearing Date: July 15, 2026

Hearing Time: 1:45 p.m.

Dept.: 7

1 Defendant Southern California Gas Company demurs to causes of action 40 through 45 of
2 Plaintiffs' Revised Master Complaint on the grounds that they do not—and cannot—state facts sufficient
3 to constitute causes of action against SoCalGas. SoCalGas also moves to strike portions of the
4 Complaint. Plaintiffs oppose the demurrer, but not the motion to strike.

5 For the reasons discussed below, SoCalGas's demurrer is SUSTAINED with 30 days leave to
6 amend. SoCalGas's motion to strike is GRANTED in its entirety.

7 I. Requests for Judicial Notice

8 Plaintiffs request that the Court take judicial notice of the following: (1) "ORDER RE
9 DEMURRER TO CROSS-COMPLAINT, filed and dated May 13, 2026, *Gursey v. Southern California*
10 *Edison Company*, Case No. 25STCV00731, Los Angeles Superior Court Dept. 17, Hon. Laura A.
11 Seigle." (Plaintiffs' RJN, Exhibit A.) The Court DENIES Plaintiffs' request, as Plaintiffs failed to attach
12 the "Exhibit A." It is also not relevant or material to the outcome of this motion.

13 SoCalGas requests that the Court take judicial notice of the following: (1) "Certified transcript of
14 the May 7, 2026 Hearing on Demurrer to Cross-Plaintiffs Southern California Edison Company and
15 Edison International's Cross-Complaint in *Gursey v. Southern California Edison Company*, No.
16 25STCV00731, Los Angeles County Superior Court (the 'Eaton Fire litigation')" (SoCalGas's RJN,
17 Exhibit A); (2) "Certified transcript of the June 18, 2026 Status Conference Regarding Cross-
18 Complainants' Claims Against Cross-Defendant; Informal Discovery Conference re: SoCalGas's
19 Responses to SCE's Written Discovery in *Gursey v. Southern California Edison Company*, No.
20 25STCV00731, Los Angeles County Superior Court" (SoCalGas's RJN, Exhibit B); and (3) "First
21 Amended Complaint for Damages, *Lowenschuss v. Southern California Gas Company*, No. 187791
22 (Santa Barbara County Superior Court, Sept. 12, 1991)" (SoCalGas's RJN, Exhibit C). The Court
23 DENIES SoCalGas's request because the documents for which it seeks judicial notice are immaterial to
24 the outcome of the motion.

25 II. Demurrer

26 SoCalGas demurs to the 40th cause of action for negligence, the 41st cause of action for trespass,
27 the 42nd cause of action for private nuisance, the 43rd cause of action for public nuisance, the 44th cause
28 of action for premises liability, and the 45th cause of action for violation of Health and Safety Code
§13007 all on the same basis: that SoCalGas did not have a duty to preemptively shut off gas service to
the Palisades in response to the fire, whether by turning off gas flow at the main lines, or by preemptively
equipping all of its distribution lines with "Fire Safety Valves." SoCalGas argues that each of the
challenged causes of action rely on allegations that SoCalGas breached this duty.

1 SoCalGas relies on *Lowenschuss v. Southern California Gas Company* (1992) 11 Cal.App.4th
2 496, in which the homeowners whose house was destroyed by the “Painted Cave Fire” sued SoCalGas,
3 alleging that it was negligent in failing to purge gas from its lines and house meters when it became
4 aware that the plaintiffs’ neighborhood was in the path of the fire. The court addressed the following
5 issue: “whether a public utility gas company has a duty to consumers to shut off the flow of gas when it
6 is aware that a neighborhood of homes may be in the path of a large fire.” (*Id.*, at p. 498.) The court
7 concluded no such duty exists. (*Ibid.*; see also *Id.*, at p. 497 [“The gas company, a public utility, knows
8 that a rapidly spreading fire is approaching a neighborhood. Does it have a duty to purge gas from its
9 pipes and house meters which may be in the path of the fire? No.”] SoCalGas argues *Lowenschuss*
10 establishes that it did not owe the duty to preemptively shut off gas service or install safety valves, which
11 effectively disposes of the tort-based claims against it.

12 In opposition, Plaintiffs argue that *Lowenschuss* does not foreclose its claims because the
13 *Lowenschuss* holding does not extend to known gas line failures or defects. Plaintiffs argue, “Whereas
14 *Lowenschuss* immunizes a gas utility from taking *predictive* measures upon notice of an incoming
15 wildfire, the court expressly recognized the immunity ceases once the utility has actual and even
16 constructive knowledge of system defects that cause fires due to those gas leaks.” (Opposition, 7:2-4.)
17 Plaintiffs rely on the following from *Lowenschuss*:

18 **We differentiate this case from one in which a utility company has been notified of a**
19 **specific defect or damage involving one of its lines. “Where the company knows the**
20 **customer’s line is defective—has leaks—it must take precautions according to [those]**
21 **circumstances. [Citations.]” (*Ambriz v. Petrolane Ltd.* (1957) 49 Cal.2d 470, 478–479,**
22 **480, 319 P.2d 1, emphasis added [death from gas explosion and fire after company failed**
23 **to inspect cabin outlets for leakage before filling butane gas tank at first delivery of season**
24 **where company knew of valve leaks in some of cabins it serviced on the site]; see also**
25 ***Farrell v. New Jersey Power & Light Co.* (1933) 170 A. 25, 29 [gas company held**
26 **responsible where it had “both direct and constructive notice of leakage of gas from its**
27 **main into the manhole in question....”]; *Gerdes v. Pacific Gas & Electric Co.* (1933) 219**
28 **Cal. 459, 27 P.2d 365 [upholding jury verdict against gas company for failing to timely**
respond to numerous calls regarding broken water lines which caused pavement to cave in
and damage a particular gas service pipe thereby leaking gas into single house].)

(*Lowenschuss, supra*, 11 Cal.App.4th at pp. 500-501 [bold added].)

Plaintiff argues that because *Lowenschuss* creates an exception if the utility company has notice
of a “specific defect or damage,” its claims are saved. However, Plaintiffs have not alleged “a specific
defect or damage” of which SoCalGas had notice. Plaintiffs direct the Court to paragraph 355 of their
Complaint, which states the following: “Plaintiffs are informed and believe and on such basis allege that
open gas lines without automatic shutoff valves are specific defects and dangerous conditions of which

1 defendant [SoCalGas] had actual or constructive knowledge....”¹ However, this allegation, along with
2 the surrounding paragraphs, describe the “defect” as SoCalGas’s failure to equip gas lines with
3 automatic shutoff valves. This is essentially an allegation that the “defect” was a failure to install
4 mitigation equipment. This is not the same kind of “specific defect or damage” that *Lowenschuss*
5 contemplates. As indicated in the block quote above, the cases on which *Lowenschuss* relied to illustrate
6 the “notice of specific defect exception” all involved the utility companies’ knowledge of specific and
7 identifiable gas leaks. In *Ambriz*, the “specific defect” was valve leaks in cabins on a farm. (*Ibid.*) In
8 *Farrell*, it was a gas leak from a main gas line into a specific manhole. (*Ibid.*) In *Gerdes*, it was a
9 particular gas service pipe which leaked gas into a single house. (*Ibid.*) Here, unlike in *Ambriz*, *Farrell*,
and *Gerdes*, “open gas lines without automatic shutoff valves” is not a comparable “specific defect.”

10 Additionally, the *Lowenschuss* court emphasized the *Ambriz* court’s statement that “[w]here the
11 company knows the customer’s line is defective—has leaks—it must take precautions *according to*
12 *[those] circumstances.*” (*Id.*, at p. 501 [citing *Ambriz*, *supra*, 49 Cal.2d at p. 478–479].) The
13 *Lowenschuss* court’s emphasis on the language “according to those circumstances” indicates that the
14 contemplated liability arises from the gas utility company’s failure to properly respond to a *particular*
15 defect. When *Lowenschuss* left the door open for liability in instances where “a utility company has
16 been notified of a *specific defect or damage* involving one of its lines,” it appears to have only
17 contemplated specific, identifiable leaks posing an immediate danger.

18 Although *Lowenschuss* did not address a duty to install mitigation measures, the case seems to
19 establish that a public utility gas company, in general, does not have a duty to take preventative fire
20 protection measures absent a contractual duty to do so. *Lowenschuss* relied heavily on *Niehaus Bros.*
21 *Co. v. Contra Costa Etc. Co.* (1911) 159 Cal. 305, which held that a plaintiff may not recover against a
22 public utility water company for failing to provide water to extinguish a fire without some contractual
23 basis. The *Lowenschuss* court adopted this reasoning and extended it to gas utilities. The *Lowenschuss*
24 court, citing *Niehaus*, explained, “If the *Lowenschusses* were correct, ‘then in all these instances a public
[gas] company is assuming liability practically as an insurer of millions of dollars worth of property
upon which, either from the nature of the business conducted on the premises or the locality in which

25 ¹ Immediately after identifying paragraph 355 of the Complaint, Plaintiffs state in their opposition, “To clear up any
26 confusion, the term ‘open gas lines’ refers to specific defects in the lines, such as cracks, broken/melted valves, etc. that
27 allowed [SoCalGas’s] natural gas to enter the atmosphere and ignite into explosions when exposed to flames/sparks in the
28 neighborhood during the spread of the fire.” (Opposition, 5:25-28.) This explanation of the term “open gas lines” creates
confusion. Paragraph 355 of the Complaint identifies the lack of “automatic shutoff valves” as the “specific defect”—not
cracked gas lines or broken/melted valves. Nowhere in paragraph 355 of the Complaint or any of the surrounding paragraphs
do Plaintiffs allege there were cracked gas lines or broken/melted valves. Rather, the allegations against SoCalGas all arise
out of SoCalGas’s alleged failure to install safety mechanisms. (See Complaint, ¶¶ 348-361.)

1 the property is situated, an insurance company itself would not think of assuming the risk.’ (*Niehaus*
2 *Bros. Co. v. Contra Costa Etc. Co.*, *supra*, 159 Cal. at p. 321, 113 P. 375.) Such a company may be held
3 responsible for the risk of liability in damages for loss suffered by fire only where it enters into an
4 express contract with the consumer for such specific risks. (*Id.*, at pp. 322–323, 111 P. 375.)”
5 (*Lowenschuss*, *supra*, 11 Cal.App.4th at p. 500.) By adopting the foregoing from *Niehaus* and applying
6 it in the context of gas utilities, *Lowenschuss* explained that if gas utility companies have a duty to
7 prevent all fire damage by shutting off gas, they would essentially become insurers of vast amounts of
property, which is not a risk they agree to bear simply by providing their services.

8 This same logic forecloses claims that a public utility gas company has a duty to install fire safety
9 equipment. If companies like SoCalGas had a duty to install automatic shut-off valves to prevent fire
10 damage, they would be “assuming liability practically as an insurer of millions of dollars worth of
11 property,” which is a risk they did not expressly agree to assume. As SoCalGas argues, “It would make
12 no sense to hold, as *Lowenschuss* did, that a gas utility has no duty to shut off gas service even when a
13 specific destructive wildfire is at a neighborhood’s doorstep and about to cause imminent destruction,
14 and yet to hold that the utility *does* have a duty to install a fire safety valve on every home against the
possibility that a *hypothetical* fire might one day arrive at the doorsteps of that very neighborhood.”
(Reply, 10:13-17.)

15 Plaintiffs further argue that *Gerdes* recognizes their claims beyond the limitations set in
16 *Lowenschuss*. In *Gerdes*, the plaintiffs were injured in a gas explosion after street pavement broke and
17 damaged a gas service pipe. (*Gerdes*, *supra*, 219 Cal. at p. 462.) The plaintiffs alleged the gas company
18 negligently failed to turn off the gas or plug the leak “within a reasonable time after receiving notice of
19 the street cave-in.” (*Id.*, at pp. 462-463.) The court held the gas company “was free from negligence
20 except in reporting to the scene of the accident to repair whatever damage had resulted to its pipes, or to
21 remove the danger therefrom, within a reasonable time after it had been informed of the caving in and
washing out of the street.” (*Id.*, at p. 471.)

22 Plaintiffs argue that according to the reasoning in *Gerdes*, “The holding in *Lowenschuss* that
23 there is no duty to preemptively shut off gas as a fire approaches does not necessarily foreclose a finding
24 of a duty once [SoCalGas] was informed of gas leaks in the fire area causing fires and explosions
25 threatening property, or a finding of negligence for failing to remove the danger to the community from
26 the leaks within a reasonable time of being informed.” (Opposition, 8:22-26.) Plaintiffs’ argument and
27 reliance on *Gerdes* is curious given that Plaintiffs do not allege that there were any gas leaks or that
28 SoCalGas was informed of any gas leaks. The allegations against SoCalGas are that it failed to install
automatic safety mechanisms that would have automatically shut off the gas as the fire reached the

1 Palisades, not that it was informed of leaks and failed to take timely action upon such notice. (See
2 Complaint, ¶¶ 348-361.)

3 Based on the foregoing, the Court finds that Plaintiffs fail to allege that SoCalGas had a duty.
4 Pursuant to *Lowenschuss*, a public utility gas company does not have “a duty to consumers to shut off
5 the flow of gas when it is aware that a neighborhood of homes may be in the path of a large fire.”
6 (*Lowenschuss*, *supra*, 11 Cal.App.4th at p. 498.) Although not expressly stated, *Lowenschuss* also
7 appears to support the conclusion that a public utility gas company does not have a duty to preemptively
8 install fire safety mechanisms like “Fire Safety Valves.” The demurrer is SUSTAINED with 30 days
9 leave to amend.

10 III. Motion to Strike

11 SoCalGas moves to strike paragraphs 742, 750, 755, 774, and 779 of the Complaint in their
12 entirety. These paragraphs include Plaintiffs’ requests for punitive damages under the 40th through 45th
13 causes of action asserted against SoCalGas. Plaintiff did not file an opposition to this motion to strike.
14 The motion is GRANTED.

15 Dated: 07/15/2026



A handwritten signature in black ink, appearing to read "S. Jessner", is written over the judge's name.

Samantha Jessner / Judge

HON. SAMANTHA P. JESSNER
JUDGE OF THE SUPERIOR COURT