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14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

17 **COORDINATION PROCEEDING**  
18 **SPECIAL TITLE [RULE 3.550]**

19 **SOUTHERN CALIFORNIA GAS LEAK**  
20 **CASES**

21 **THIS DOCUMENT RELATES TO:**  
22 *ALL ACTIONS*  
23

**JUDICIAL COUNCIL COORDINATION**  
**PROCEEDING NO. 4861**

*Case Assigned for All Purposes to the*  
*Honorable John Shepard Wiley, Jr.*  
*Department 311*

**NOTICE OF AMENDED RULING**  
**REGARDING THE END OF THE**  
**RELOCATION PROGRAM**

1           **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2           **PLEASE TAKE NOTICE THAT**, at the May 20, 2016 hearing for *Southern California*  
3 *Gas Leak Cases*, JCCP No. 4861, before the Honorable John S. Wiley, Jr. in Department 311 of  
4 the Los Angeles Superior Court, Central Civil West, the parties agreed to certain modifications to  
5 the Court’s tentative ruling which were adopted in full by the Court as set forth below:

6           I.       The County of Los Angeles and the Southern California Gas Company agree the  
7 relocation program injunction should end. They disagree how. The court decrees the injunction  
8 will end, as safely and as soon as possible, on the following terms.

9           1.       People in the relocation program are free to return home any time. County officials  
10 announced it is safe to go home. Relocation benefits end for people when they move back home.

11          2.       County officials recommend relocated people be given a choice about residence  
12 cleaning at SoCalGas expense, which is reasonable and is the order of the court.

13          3.       SoCalGas may ask people in the relocation program to decide about residence  
14 cleaning before returning home.

15          4.       SoCalGas will provide notice to all relocated residents of their right to have their  
16 home cleaned by one or more of the following means:

- 17           a.       Phone Calls
- 18           b.       Emails
- 19           c.       AlisoUpdates website
- 20           d.       Text Messaging

21          5.       If people in the relocation program affirmatively decline cleaning, their relocation  
22 benefits expire in 48 hours.

23          6.       If people do not affirmatively request cleaning by the following dates, they will be  
24 deemed to have declined cleaning:

- 25           a.       May 25, 2016 at 5:00 p.m. for people in hotels or other temporary housing  
26                   being paid on a daily basis;
- 27           b.       May 27, 2016 at 5:00 p.m. for all others;

28           Relocation benefits for these people will expire in 48 hours of those respective deadlines.

1           7.       Cleaning will be according to the County's proposed standards, which the court  
2 adopts, and will be at SoCalGas expense. SoCalGas can require use of its approved cleaners at  
3 approved rates.

4           8.       The County and SoCalGas immediately are to negotiate reasonable details about  
5 the cleaning process to ensure cooperation and avoid abuse. (See opposition 15:2-23.) Upon joint  
6 request and with notice to all parties, the court is available by conference call to resolve logjams.  
7 The court recommends the parties retain a court reporter should a conference call be needed.

8           9.       If people choose cleaning, SoCalGas will provide means of reservations including  
9 an online reservation system. Once the home is cleaned, relocation benefits will end for that  
10 resident in 48 hours.

11          10.      Cleaning scheduling based on availability, with objective to complete all cleaning  
12 by June 7, 2016.

13          II.      The burden of proof favors the County. Once the County establishes it will  
14 probably succeed at trial, the law presumes public harm will result if an injunction does not issue.  
15 (IT Corporation v. County of Imperial (1983) 35 Cal.3d 63, 72.) The County probably will  
16 succeed at trial in establishing SoCalGas is responsible for this nuisance. Evidence shows a  
17 SoCalGas reservoir leaked for some four months, creating a public nuisance that was the  
18 company's fault. SoCalGas does not dispute this. A rebuttable presumption thus arose that the  
19 potential harm to the public outweighs the potential harm to SoCalGas. (Ibid.) This presumption is  
20 the foundation for the existing injunction. This presumption remains in effect.

21          The County recommends displaced residents be allowed a choice about whether, at  
22 SoCalGas expense, to have their homes cleaned according to County-recommended standards.  
23 This recommendation is reasonable. Dust in some affected houses contains trace metal  
24 combinations. The presence of these metal combinations was surprising to County health officials  
25 and is consistent with SoCalGas drilling. (Cf. U.S. DEPARTMENT OF HEALTH AND HUMAN  
26 SERVICES, Public Health Service Agency for Toxic Substances and Disease Registry (2007)  
27 TOXICOLOGICAL PROFILE FOR BARIUM AND BARIUM COMPOUNDS 2 ("Barium  
28 sulfate ore is mined and used in several industries. It is used mostly by the oil and gas industries to

1 make drilling muds. Drilling muds make it easier to drill through rock by keeping the drill bit  
2 lubricated."), <http://www.atsdr.cdc.gov/toxprofiles/tp24.pdf> (as of 5-20-16).)

3         There is uncertainty whether these trace metals, including barium, could cause irritation or  
4 rashes for susceptible individuals. Whether or not these metal deposits are harmful, for many  
5 residents the deposits are unwelcome. Some people want these deposits out of their homes even if  
6 they would create no detectable irritation.

7         As a separate matter, ordinary household dust can accumulate in homes unattended for  
8 months. Ordinary household dust can cause physiological symptoms for some.

9         People returning home, as well as potential home buyers, may have valid concerns about  
10 these uncertainties.

11         The reasonable and effective cure for this uncertainty is to give displaced people the option  
12 to have SoCalGas clean their homes according to County health standards.

13         SoCalGas has not proved that home dust or metal deposits pose no risk of irritation or  
14 rashes to displaced residents. It cites no study or article establishing that barium, for instance, in  
15 the detected levels never causes susceptible individuals to experience discomfort. (Cf. *id.* page 5  
16 ("Some studies of humans and experimental animals exposed to barium in the air have reported  
17 damage to the lungs, but other studies have not found these effects. We have no reliable  
18 information about the health effects in humans or experimental animals that are exposed to barium  
19 by direct skin contact."), page 22 ("These case reports and animal studies are not adequate for  
20 firmly establishing the health effects of barium by inhalation because of a number of significant  
21 study limitations."), page 62 ("No studies were located regarding absorption of barium in humans  
22 after dermal exposure.").)

23         Nor has SoCalGas established that potential Porter Ranch home buyers are unconcerned  
24 about possible home contamination from the gas leak. Any community of thousands has  
25 predictable home ownership turnover. Presumably some buyers would not want a house that had  
26 been possibly affected by contamination and dust and that had not been cleaned. Presumably these  
27 buyers would insist sellers bear the cost of thorough cleaning.

28         SoCalGas thus has not rebutted the presumption of public harm that supports this

1 injunction.

2 SoCalGas created a large and novel problem that continues to be plagued by scientific  
3 uncertainty. Because it created the nuisance, SoCalGas must bear the cost of this uncertainty until  
4 residents are safely home. A cautious public health approach is appropriate. A community fairly  
5 may demand, after a company caused a nuisance, the company will clean up the situation it  
6 created.

7 A one-week time frame is reasonable. SoCalGas proposes a 48-hour window, which is  
8 unreasonably short. Residents have been managing relocation while also attending to work and  
9 family priorities. Victims need not drop everything and move in two days to minimize costs to  
10 SoCalGas.

11 The County's cleaning protocol is reasonable. Residents are free to decline cleaning steps  
12 that can damage walls, carpet, or upholstery. (See opposition 14:2-3 & 14:15-16.) It is logical to  
13 include ductwork cleaning and steam cleaning in the way the County has proposed.

14 APPROVED AS TO FORM:

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16 DATED: May 20, 2016

**KIESEL LAW LLP**

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By: 

Paul R. Kiesel  
Mariana Aroditis

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Liaison Counsel for Private Plaintiffs

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23 DATED: May 20, 2016

**MILLER BARONDESS, LLP**

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By: 

Amnon Siegel  
Counsel for the County of Los Angeles

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1 DATED: May 20, 2016

**MORGAN, LEWIS & BOCKIUS LLP**

2  
3 By:  for  
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David L. Schrader

5 Counsel for Defendants Southern California Gas  
6 Company and Sempra Energy  
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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 8648 Wilshire Boulevard, Beverly Hills, CA 90211-2910.

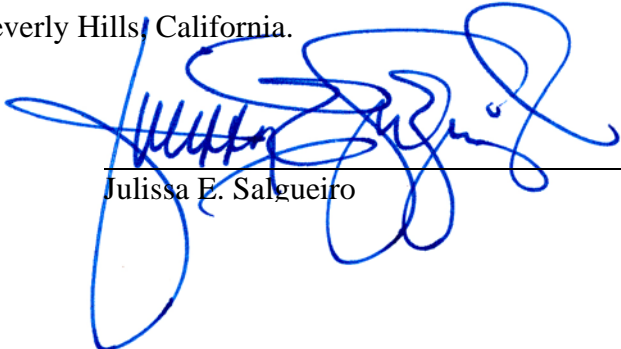
On May 20, 2016, I served true copies of the following document(s) described as **NOTICE OF AMENDED RULING REGARDING THE END OF THE RELOCATION PROGRAM** action as follows:

**BY ELECTRONIC SERVICE VIA CASE ANYWHERE:** In accordance with the Court's Order Authorizing Electronic Service requiring all documents to be served upon interested parties via the Case Anywhere System.

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Kiesel Law LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

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

Executed on May 20, 2016, at Beverly Hills, California.



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Julissa E. Salgueiro

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