No. _____
Court of Appeal No. B283606

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

SOUTHERN CALIFORNIA GAS COMPANY,
Respondent to Petition for Review,

vs.

THE SUPERIOR COURT OF LOS ANGELES COUNTY,
Respondent to Petition for Writ of Mandate.

FIRST AMERICAN WHOLESALE
LENDING CORPORATION et al.,
Real Parties in Interest, Petitioners.

After a Decision by the Court of Appeal,
Second Appellate District, Division Five, Case No. B283606

The Superior Court of Los Angeles County,
Judicial Council Coordination Proceeding No. 4861,
The Hon. John Shepard Wiley, Jr., Judge

PETITION FOR REVIEW

Robert J. Nelson (CA Bar No. 132797)
rnelson@lchb.com
Sarah R. London (CA Bar No. 267083)
slondon@lchb.com
Wilson M. Dunlavey (CA Bar No. 307719)
wdunlavey@lchb.com
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: 415.956.1000
Facsimile: 415.956.1008

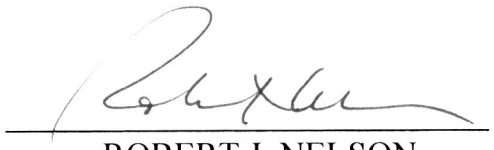
Erwin Chemerinsky
(*pro hac vice* application pending)
echemerinsky@law.berkeley.edu
Dean, University of California,
Berkeley School of Law
215 Boalt Hall
Berkeley, CA 94720-7200
Telephone: 510.642.6483
Facsimile: 510.642.9893

Attorneys for Real Parties in Interest

CERTIFICATE OF INTERESTED PARTIES

Pursuant to California Rule of Court 8.208, petitioners and their counsel certify that apart from the attorneys representing petitioners in this proceeding, as disclosed on the cover of this Brief, petitioners and their counsel know of no other person or entity that has a financial or other interest in the outcome of the proceeding that petitioners or his counsel reasonably believe the Justices of this Court should consider in determining whether to disqualify themselves under canon 3E of the Code of Judicial Ethics.

Dated: January 24, 2018



ROBERT J. NELSON

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Rules

Other Authorities

ISSUE PRESENTED FOR REVIEW

Does a gas company that negligently causes the largest methane leak in United States history, and which forced the neighboring community to evacuate for several months, owe a duty of care to the community's businesses for the economic losses caused by the leak?

REASONS TO GRANT REVIEW

There are four independently sufficient reasons to grant review.

First, this Court has never addressed the question presented here: whether a company responsible for an environmental disaster has a duty not to negligently inflict economic loss on its neighbors. The Court's past cases on economic loss have addressed only whether there is such a duty when the loss arises from a contract. They do not address economic loss that, like the loss here, is unrelated to a contract.

Second, there is a conflict among the Courts of Appeal (and within the federal courts) on how to apply the factors first listed in *Biakanja v. Irving* (1958) 49 Cal.2d 647 (*Biakanja*). These factors are weighed to determine whether the plaintiff can recover economic loss because a "special relationship" exists. Both the Majority Opinion ("Opinion") and the Fifth District, in *Ott v. Alfa-Laval Agri, Inc*. (1995) 31 Cal.App.4th 1439, have held that the first *Biakanja* factor is dispositive. But the Third District in *Alereza v. Chicago Title Co.* (2016) 6 Cal.App.5th 551, as well as the dissent here, held that the factors should be weighed with no single factor being dispositive. As set forth below, similar split exists in federal decisions that interpret California law.

Third, as both the Superior Court and the Court of Appeal recognized, the questions of tort duty raised here are important and likely to recur whenever a human-caused disaster—an oil spill, perhaps, or a fire, or the next gas leak—victimizes this state's residents.

Fourth, the Opinion will create unnecessary uncertainty. In the course of its decision, the Court of Appeal discussed *Adams v. Southern Pac. Transp. Co.* (1975) 50 Cal.App.3d 37, *George A. Hormel & Co. v. Maez* (1979) 92 Cal.App.3d 963, and *Union Oil Co. v. Oppen* (9th Cir. 1974) 501 F.2d 558. That discussion is self-contradictory; what the Court of Appeal said about those cases should have led it to the opposite result in this case. This discussion will sow further confusion in the lower courts and federal courts interpreting California law, and would warrant review by itself.

Accordingly, to both "secure uniformity of decision" and "settle an important question of law," this Court should grant review. (Cal. Rules of Court 8.500(b)(1)).

STATEMENT OF THE CASE

I. The operative complaint

Defendant Southern California Gas Company ("SoCalGas") operates the Aliso Canyon Storage Facility ("Aliso Canyon Facility" or "Facility"), located above Porter Ranch in Los Angeles. (*Southern California Gas Leak Cases* (hereinafter, *Gas Leak*), No. B283606, slip op. at 3 (Cal. Ct. App. Dec. 15, 2017); 2017 WL 6398546, at *1.)[1]

The operative complaint alleges that, due to SoCalGas's negligence (*Gas Leak*, *supra*, at 4; 2017 WL 6398546, at *2.), the Facility began uncontrollably leaking large amounts of natural gas *(id*. at 3; 2017 WL 6398546, at *1.) The escaping natural gas "spread an oily mist over nearby neighborhoods, damaging real and personal property. Residents and individuals who worked in the vicinity of the facility complained about odors and acute respiratory and central nervous system symptoms." (*Ibid.*)

[1] Citations to the Opinion are to the attached slip copy. For the Court's convenience, citations to the Opinion as it appears on the electronic Westlaw database are also indicated an included with an asterisk.

In response, Los Angeles County ordered SoCalGas to relocate residents who lived within a five-mile radius of the blowout. (*Gas Leak, supra*, at 3; 2017 WL 6398546, at *1.) The County's Board of Education decided to relocate public school students and staff at two nearby schools for the duration of the school year. (*Ibid.*) As a result of the evacuation of some 15,000 residents, the local economy collapsed. (*Id.* at 4; 2017 WL 6398546, at *2.)

The Plaintiffs are small businesses located within five miles of the blowout, the same area that was evacuated, and each lost a considerable amount of income due to the blowout and evacuation. (*Gas Leak, supra*, at 4; 2017 WL 6398546, at *2.) On behalf of a class of about 400 local businesses within the five-mile evacuation radius around the Facility, the Plaintiffs brought causes of action against SoCalGas and its parent company for strict liability, negligence, negligent interference with prospective economic advantage, and violations of the Unfair Competition Law. (*Ibid.*) Plaintiffs seek to recover the economic harm they suffered due to the gas blowout. (*Ibid.*)

II. SoCalGas demurred, arguing that the economic loss rule barred Plaintiffs' claims.

SoCalGas demurred to Plaintiffs' first three causes of action: strict liability, negligence, and negligent interference with prospective economic advantage. (*Gas Leak, supra*, at 4; 2017 WL 6398546, at *2.) It argued that the economic loss rule barred those causes of action because it owed no duty to the Plaintiffs. According to SoCalGas, the only way to recover for economic loss is to demonstrate the existence between the plaintiff and defendant of a "special relationship" (*J'Aire Corp. v. Gregory* (1979) 24 Cal.3d 799, 804 (*J'Aire*)) by satisfying the factors first listed in *Biakanja v. Irving* (1958) 49 Cal.2d 647 (*Biakanja*). Among the factors absent from this

case, SoCalGas argued, was the existence of a "transaction" that affected the plaintiff. (*Gas Leak*, *supra*, at 4-5; 2017 WL 6398546, at *2.)

III. The trial court overruled the demurrer.

The Superior Court overruled the demurrer. In an incisive order, it explained why "[t]raditional tort theory supports" the Plaintiffs' claim. (App. 398; *In re Coordination Proceedings Special Title (Rule 3.550) Southern California Gas Leak CA* (Super. Ct. Los Angeles County, 2017, No. JCCP 4861) ("Trial Court Order"); 2017 WL 2361919, at *3.) Tort law's "goal is to internalize the external costs of accidents. Tort law forces decisionmakers to treat neighbors' costs as their own. Then decisionmakers will invest in precautions at the level they calculate to be correct." (App. 399; Trial Court Order, 2017 WL 2361919, at *3.) Thus, "standard tort theory mandates that Southern California Gas Company bear all costs its accident caused. This total should include tangible and conventionally measurable economic losses to neighboring businesses." (App. 399; Trial Court Order, 2017 WL 2361919, at *4.)

But, as the trial court observed, the law was "in a state of some uncertainty." (App. 400; Trial Court Order, 2017 WL 2361919, at *5.) The "challenge," it stated, was this Court's decision in *J'Aire*, which approved the recovery of economic loss where the defendant and another party had a "contract" that was "intended to affect the plaintiff." (*Ibid*.)

But *J'Aire* also discussed a case in which there was no such contract: *Adams v. Southern Pacific Transp.* (1975) 50 Cal.App.3d 37. In *Adams*, a trainload of military bombs exploded, causing the destruction of the factory that employed the *Adams* plaintiffs. The workers sued Southern Pacific for their lost income due to not being able to work at the destroyed factory. *Adams* held that plaintiffs' suit was barred because they were seeking to recover economic losses.

As the trial court noted, however, *J'Aire* "disapproved" *Adams*. (App. 400; Trial Court Order, 2017 WL 2361919, at *6, quoting *J'Aire*, *supra*, 24 Cal.3d at p. 807.) The trial court interpreted *J'Aire*'s disapproval of *Adams* to mean that California law allows recovery for economic loss, even when that loss does not arise from a contract. As the trial court ruled, *Adams*—a negligently caused disaster causing economic loss—was analogous to the facts of this case, where a negligently caused natural gas leak caused economic loss to neighborhood businesses. (See App. 400-01; Trial Court Order, 2017 WL 2361919, at *6.)

Because of the uncertainty of the law, however, the trial court certified its order for immediate appellate review under Code of Civil Procedure section 166.1, indicating that the order involves "a controlling question of law as to which there are substantial grounds for difference of opinion, appellate resolution of which may materially advance the conclusion of the litigation." (Code Civ. Proc. § 166.1.)

IV. On writ review in a published and divided opinion, the Second District ordered that the demurrer be sustained.

In response to the petition, the Court of Appeal issued an alternative writ. The Superior Court elected not to overrule the demurrer.

A. The Majority Opinion held that there was no duty.

A majority of the Court of Appeal panel thereafter issued a peremptory writ. As a procedural matter, it deemed writ relief appropriate, due in part to the "legal issue here," which "is significant and of widespread interest." (*Gas Leak*, *supra*, at 6; 2017 WL 6398546, at *3.)

On the merits, the Court of Appeal held that that there is no duty to refrain from inflicting economic loss. (See *Gas Leak*, *supra*, at 20; 2017 WL 6398546, at *9 [identifying a "general rule that precludes business plaintiffs from recovering for pure economic losses under a negligence theory"].) According to the Court of Appeal, this blanket "no-duty" rule has

only one exception: where the plaintiff's economic loss arises out of a contractual transaction between the defendant and another person, courts may recognize that the defendant has a "special relationship" with the plaintiff. (*Gas Leak*, *supra*, at 14; 2017 WL 6398546, at *6 [citing *J'Aire*].) It is only a special relationship that can give rise to a duty not to inflict economic loss. But, because a special relationship requires a contract between the defendant and another person, and such a contract was absent here, all Plaintiffs were barred from recovering economic loss.

B. The Dissent argued that a duty may be owed, and that writ relief was not appropriate.

Justice Baker dissented, stating that "it was a mistake for us to have intervened at this early stage of the case, and that mistake may well have significant consequences on the merits." (*Gas Leak*, *supra*, (dis. opn. of Baker, J.) at 1; 2017 WL 6398546, at *9.) A "more developed record" was "important to arrive at an appropriate disposition of this case." (*Id.* at 2 (dis. opn. of Baker, J.); 2017 WL 6398546, at *10.)

On the merits, it was "quite possible" that some businesses "in a five-mile radius" from the Facility "are situated such that Southern California Gas Company owed them a duty of care." (*Gas Leak*, *supra*, (dis. opn. of Baker, J.) at 2; 2017 WL 6398546, at *10.) This was because "some businesses in the immediate geographic area of the gas leak could have a special dependence on that area such that harm to them would be foreseeable to Southern California Gas Company." (*Ibid*.)

Justice Baker believed that litigation in the trial court should proceed to allow the Plaintiffs to prove that kind of special dependence. "Because the majority's opinion resolves the business plaintiffs' litigation on the demurrer record, however, it has no ability to approach the question of duty

with a scalpel, and unfortunately resolves it instead with a meat axe."[2] (*Gas Leak, supra,* (dis. opn. of Baker, J.) at 3; 2017 WL 6398546, at *10.)

LEGAL DISCUSSION

I. This Court has not yet addressed whether a company responsible for an environmental disaster has a duty not to negligently inflict economic loss on its neighbors.

This Court has never directly addressed the question that the Opinion answered: whether there is a duty of care not to inflict economic loss when the loss arises from an environmental disaster rather than from a contract. While the Court has addressed economic loss when it has arisen from a contract, here, neither SoCalGas's negligence nor the Plaintiffs' resulting losses arose from a contract. This Court has not yet answered whether, in those noncontractual circumstances, SoCalGas owed a duty not to negligently inflict economic loss on the Plaintiffs. This case presents the Court with an opportunity to address that important question.

In cases involving personal injury or property damage, this Court has repeatedly held that Californians owe each other a duty of ordinary care under Civil Code section 1714, subdivision (a).[3] (See, e.g., *Kesner v. Superior Court* (2016) 1 Cal.5th 1132, 1142 (*Kesner*).) Hence, a situation in which one person owes no duty of care to another is typically the exception, not the rule. (See *id.* at p. 1143 [courts should exercise caution when "establishing an exception to the general rule of Civil Code section 1714," quotation marks and citation omitted].)

Even in *J'Aire*, a case about economic loss, this Court suggested that the general duty of care in Civil Code section 1714(a) applies to economic

[2] Because the Court of Appeal reached the wrong legal conclusion but correctly stated the facts and issues, Plaintiffs declined to file a petition for rehearing. (See Cal. Rules of Court 8.500(c)(2), 8.504(b)(3).)

[3] Hereafter "Civil Code section 1714(a)." The statute reads in pertinent part: "Everyone is responsible . . . for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person . . . ." (Civ. Code § 1714(a).)

loss just as much as to other injuries. Indeed, *J'Aire* observed that the language of Civil Code section 1714(a) "does not distinguish among injuries to one's person, one's property, or one's financial interests." (*J'Aire, supra,* 24 Cal.3d at p. 806.) Hence, section 1714's general duty applies not only to "injury to one's person or property," but also to "[d]amages for loss of profits or earnings." (*Ibid.*)

For its contrary conclusion, the Court of Appeal relied on a line of cases beginning with *Biakanja*, continuing through *J'Aire*, *Bily v. Arthur Young & Co.* (1992) 3 Cal.4th 370 (*Bily*), *Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26 (*Quelimane*), and including a recent case, *Centinela Freeman Emergency Medical Associates v. Health Net of California, Inc.* (2016) 1 Cal.5th 994, 1013 (*Centinela*).

All of these cases, however, arose from one or more contracts. A brief perusal of the facts of these cases illustrates this.

Biakanja arose from the negligent performance of a contract to draft a will, where this Court held the defendant owed the intended beneficiary a duty.

J'Aire arose from the builder's negligently delayed performance of its contract with the County. This negligence caused economic loss to the restaurant tenant, who, the Court held, was owed a duty of care.

Bily arose from the contractual relationship between an auditor and its client, a company making an initial public offering. (*Bily*, 3 Cal.4th at p. 376.) Investors in the company sued the auditor for negligence. Just as in *Biakanja* and *J'Aire*, the plaintiffs in *Bily* were suing the defendant for the negligent performance of a contract for services between the defendant and someone else. In *Bily*, the Court cited concerns of public policy to hold that the auditor did not have a special relationship with—and thus owed no duty of professional care to—the investors.

Quelimane arose from multiple contractual relationships. There, plaintiffs purchased properties by tax deed and then attempted to resell the properties to someone else. The plaintiffs sued the defendant title insurance companies when they declined to issue insurance and hence prevented the resale of the properties. Plaintiffs' losses thus arose from defendants' contractual decision not to issue title insurance, as well as from plaintiffs' *own* contracts—their decision to buy the properties and assume the risk that "would-be purchasers could not obtain title insurance." (*Quelimane, supra*, 19 Cal.4th at p. 58.) In those circumstances, this Court held that defendants had no special relationship with the plaintiffs and thus no duty of care.

Although the Court of Appeal relied on *Quelimane*'s statement that a duty "to prevent purely economic loss to third parties . . . is the exception, not the rule in negligence law" (*Quelimane, supra*, at p. 58, 19 Cal. 4th quoted by *Gas Leak, supra*, at 7; 2017 WL 6398546, at *3), this statement is explicitly limited to the contractual context. *Quelimane* states that a duty of ordinary care is "the exception, not the rule" when it comes "*to third parties*"—i.e., when a contract between the defendant and another person causes economic loss to the plaintiff, a third party. (*Quelimane*, *supra*, 19 Cal.4th at p. 58, italics added.) *Quelimane* does not hold that there is no duty of ordinary care in a *noncontractual* case involving economic loss.

Finally, in *Centinela*, health plans had contractually delegated to independent practice associations (IPAs) their obligation to reimburse service providers. The health plans had acted negligently because they knew or should have known that the IPAs would not be able to pay the providers. The loss arose from the IPAs' contract with the health plans. *Centinela* held that the plans had a special relationship with the service providers, and hence owed them a duty of care.

All of these "special relationship" cases, from *Biakanja* to *Centinela*, examine the existence of a duty where only economic loss was sought—but

they all do so in the context of at least one, and sometimes multiple, contractual relationships.

As such, this Court has not yet addressed whether a duty is owed where the economic loss does not arise from a contractual relationship.

Moreover, there is good reason to think that the economic loss rule[4] should *not* apply where losses do not arise from contract. The economic loss rule, as this Court explained in *Robinson Helicopter Co. v. Dana Corp.* (2004) 34 Cal.4th 979, "prevent[s] the law of contract and the law of tort from dissolving one into the other." (*Id.* at p. 988, quotation marks and citation omitted.) Thus, a purchaser cannot sue in tort just because a product has defeated his or her economic expectations—for those expectations "are protected by commercial and contract law," not tort law. (*Ibid.*, quotation marks and citation omitted.) Here, however, the Court of Appeal blurred the line between contract and tort by *requiring* a contract before a plaintiff may recover for economic loss in tort. (*Gas Leak*, *supra*, at 14; 2017 WL 6398546, at *6.) If anything, tort liability would seem *less* appropriate where a contract between two other persons is intended to directly affect the plaintiff, because in that circumstance the plaintiff is far more likely to be able to enforce the contract as a third-party beneficiary.

The Opinion should not be the last word on this open question of California law. Review is warranted.

II. Courts analyzing the six *Biakanja* factors are split on how the factors are weighed, with some courts weighing them collectively and other courts treating the first factor as dispositive.

Review is also needed to resolve a conflict in the lower courts on the application of the special relationship test.

[4] The Court of Appeal asserted it was applying something *other* than the economic loss rule. (See *Gas Leak*, 2017 WL 6398546, at *6.) When Plaintiffs use the term "economic loss rule" here, however, they simply mean any rule that bars the recovery of economic losses in tort.

Biakanja and the special relationship cases that follow it list six factors[5] that help determine whether a special relationship exists. The first factor, as *Biakanja* originally expressed it, is "the extent to which the transaction was intended to affect the plaintiff." (*Biakanja, supra*, 49 Cal.2d at p. 650.) The Courts of Appeal are split regarding whether the first factor is dispositive.

A. Some Courts of Appeal are split on whether a transaction is necessary to establish a special relationship.

Here, the Opinion focused exclusively on the first *Biakanja* factor. It interpreted that factor to be a "prerequisite" to a special relationship rather than just one factor to be weighed among six factors. (*Gas Leak*, *supra*, at 14; 2017 WL 6398546, at *6.)

The Fifth Appellate District has likewise endorsed the rule that the first factor is foundational. In *Ott v. Alfa-Laval Agri, Inc*. (1995) 31 Cal.App.4th 1439, the Fifth District specifically found that the first factor was a "foundation," and the plaintiff's failure to satisfy it "preclude[d] a finding of a special relationship." (*Id.* at p. 1455-1456.)

By contrast, the Third Appellate District has held that the first factor is not dispositive. In *Alereza v. Chicago Title Co.* (2016) 6 Cal.App.5th 551, the Third District applied the *Biakanja* factors to determine whether an escrow company owed a duty of care to a third party. It first determined that because the escrow transaction was not intended to affect Alereza, the first *Biakanja* factor was not satisfied. (*Id.* at 560 ["[T]he first *Biakanja* factor counsels against a duty of care to Alereza."].) But the Court of Appeal in *Alereza* did not stop there. It went on to analyze the rest of the

[5] These factors are "[1] the extent to which the transaction was intended to affect the plaintiff, [2] the foreseeability of harm to him, [3] the degree of certainty that the plaintiff suffered injury, [4] the closeness of the connection between the defendant's conduct and the injury suffered, [5] the moral blame attached to the defendant's conduct, and [6] the policy of preventing future harm." (*Biakanja, supra*, 49 Cal.2d at p. 650.)

Biakanja factors before ultimately holding that the defendant owed no duty to the plaintiff. (*Id.* at 560–562.)

Justice Baker's dissent also implicitly recognized that the first *Biakanja* factor is not dispositive. His conclusion that it was "quite possible" that Southern California Gas Company owed a duty of care was not based on the existence of any "transaction," but on the second *Biakanja* factor (the foreseeability of plaintiffs' losses): "[S]ome businesses in the immediate geographic area of the gas leak could have a special dependence on that area" such that harm to them was especially foreseeable. (*Gas Leak, supra*, (dis. opn. of Baker, J.) at 2; 2017 WL 6398546, at *10.) "One potential example that comes to mind are food delivery businesses . . . unlikely to deliver beyond a limited geographical area." (*Id.* at 2, fn. 2; 2017 WL 6398546 at *10, fn. 2.) Another example was Plaintiff Polonsky Family Day Care, because "it would be unusually dependent on customers who work or live in the vicinity of the gas leak." (*Id.* at 3; 2017 WL 6398546, at *10.)

Accordingly, the dissent below, like the Third District in *Alereza*, recognized that the absence of a transaction was not dispositive. This Court's intervention is needed to resolve this conflict in the Courts of Appeal.

B. The split in state courts has confused federal courts interpreting the *Biakanja* factors.

The Ninth Circuit has held that the *Biakanja* factors must all be weighed, and that no one factor is dispositive. Thus, it reversed a district court for not considering all six factors in *Kalitta Air, L.L.C. v. Central Texas Airborne Systems, Inc.* (9th Cir. 2008) 315 Fed. App'x 603. The federal district courts sitting in California, however, are in conflict on this issue. (*Compare Fields v. Wise Media, LLC* (N.D. Cal. Sept 24, 2013) 2013 WL 5340490, at *3 (Because plaintiffs "asserted sufficient facts to

plausibly meet the second, third, fifth, and sixth factors," they "have sufficiently pled an amended negligence claim in consideration of all *J'Aire* factors."); *with Dubbs v. Glenmark Generics Ltd*. (C.D. Cal. May 9, 2014) No. CV 14-346 RSWL MRWX, 2014 WL 1878906, at *6 (agreeing with *Ott* that the first factor is a "critical foundational requirement").

In the context of human-caused environmental disasters, the conflict in the federal courts is significant. That is because litigation arising from disasters such as an oil spill, a gas leak, or a fire—and consequent questions about the recoverability of economic loss in those cases—may end up in the federal courts under their diversity jurisdiction.

Accordingly, to resolve the conflict in the lower courts on whether the first *Biakanja* factor is dispositive, review should be granted.

III. The duty issue presented here is important and certain to recur.

The question presented by this case is important and will recur.

At the most fundamental level, this case asks whether tortfeasors whose misconduct causes economic loss owe a duty of care to those victims whose loss was foreseeable.

Both the trial court and the Court of Appeal agreed on the importance of this question. The trial court, citing Code of Civil Procedure section 166.1, invited immediate appellate review of its decision overruling SoCalGas's demurrer. And the Second District justified writ review on the grounds that the "legal issue" here "is significant and of widespread interest." (*Gas Leak, supra*, at 6; 2017 WL 6398546, at *3.)

This case also presents an issue with important practical consequences. This would be true even if the Aliso Canyon gas leak alone were implicated here. The leak, the largest blowout or discharge of natural gas in our nation's history, singlehandedly erased years of progress by the state of California in reducing its greenhouse emissions. (App. 171–72, ¶ 37.) Yet the Opinion, far from forcing the responsible party to internalize

the costs of such a disaster, immunizes the tortfeasor from paying damages to the innocent small businesses its misconduct harmed.

In addition, the question is a recurring one. This was not the first human-caused disaster and it will not be the last. (See, e.g., *Union Oil*, *supra*, 501 F.2d 558 [oil spill].)

Accordingly, because the issue is both important and certain to recur, review is warranted.

IV. The Court of Appeal's self-contradictory treatment of precedent will create more confusion in the lower courts.

Review is also warranted because of the uncertainty and confusion that will be caused by the Opinion, particularly its discussion of *Adams v. Southern Pac. Transp. Co.* (1975) 50 Cal.App.3d 37 (*Adams*) and *Union Oil Co. v. Oppen* (9th Cir. 1974) 501 F.2d 558 (*Union Oil*).

Like this case, both *Adams* and *Union* oil arose from negligence that caused widespread damage in the surrounding area. In *Adams*, the plaintiffs sued a railroad for negligence after a train's cargo of bombs exploded, destroying the nearby factory that employed the plaintiffs. In *Union Oil*, commercial fishermen sued an oil drilling company for negligence after a spill caused "diminution of the sea life in the Santa Barbara Channel." (*Union Oil*, *supra*, 501 F.2d at p. 563.)

The Opinion below concluded that the plaintiffs in both *Adams* and *Union Oil* should have been allowed to recover for their lost income. (See *Gas Leak*, *supra*, at 17-20; 2017 WL 6398546, at *8–9.) Even though there was no transaction in either case, the plaintiffs could recover due to "the 'physical destruction of the property which enabled [the plaintiffs] to earn a livelihood'": in *Adams*, that property was the factory, and in *Union Oil*, the property was the sea life. (*Id.* at 17, 19; 2017 WL 6398546, at *9.) It was "without consequence" that the property did not belong to the plaintiffs in either case. (*Id.*, at 18; 2017 WL 6398546, at *8.) Indeed, the Court of

Appeal likened *Adams* to another case, *George A. Hormel & Co. v. Maez* (1979) 92 Cal.App.3d 963, where an employer was allowed to recover economic losses it suffered due to a driver whose negligence led a motor at the employer's facility to burn out. (*Gas Leak*, *supra*, at 18; 2017 WL 6398546, at *8.) Both cases, according to the Court of Appeal, featured property damage that enabled the recovery of economic losses. (See *ibid.*)

The Opinion's discussion of *Adams* and *Union Oil* leaves the law of negligence more confused and uncertain than it was before.

The Opinion justified recovery for the plaintiffs in *Adams* and *Union Oil* by classifying them as cases about property damage whose existence then enables the recovery of economic losses. (See *Gas Leak*, *supra*, at 20; 2017 WL 6398546, at *9 [stating that "[w]ithout personal injury, property damage[,] or" satisfaction of the *Biakanja* factors, "the general rule" against "recovering for pure economic losses" holds].)

But if property damage to someone other than the plaintiff enables the plaintiff to recover economic loss, why were Plaintiffs denied recovery here? Many of the residents of Porter Ranch, i.e., the customers on whom Plaintiffs depended for their livelihood, suffered both property damage and personal injury. As the Court of Appeal correctly noted, SoCalGas's "leak spread an oily mist over nearby neighborhoods, damaging real and personal property." (See *Gas Leak*, *supra*, at 3; 2017 WL 6398546, at *1.) In addition, "[r]esidents and individuals who worked in the vicinity of the facility" experienced "acute respiratory and central nervous system symptoms." (*Ibid.*) It is no answer to say that in the cases cited by the Court of Appeal, unlike here, the plaintiffs' means of livelihood were not just impaired but utterly destroyed. After all, in *Maez*, it was merely one motor, rather than the entire factory, that was harmed. Even in *Union Oil*, Santa Barbara's aquatic life was subject to "diminish[ment]" or "diminution" rather than utter destruction. (*Union Oil*, *supra*, 501 F.2d at p. 571.) It thus

remains a mystery just what kind of property damage or personal injury to another is required for the plaintiff to recover economic loss. It is particularly mysterious in light of the traditional rule that economic loss is recoverable so long as there is *any* property damage or personal injury, no matter how little. (See *id.* at p. 567.) Unless this Court grants review, the decision below will leave the lower courts with little but guesswork to guide them.

Note, too, that under the Opinion's rubric, the uncaught aquatic life in *Union Oil* becomes "property." This is a conclusion at odds with "the long-accepted rule" that "California has followed": "an individual has no personal property right in wild animals or fish unless captured, tamed or otherwise reduced to possession." (*People v. Brady* (1991) 234 Cal.App.3d 954, 957; see also, e.g., *Ex parte Bailey* (1909) 155 Cal. 472, 474–475.) If the concept of "property damage" can be stretched to encompass the diminution of uncaught fish, it is unclear why it cannot encompass the trespass of chemicals into Plaintiffs' air—which, unlike wild fish, is a traditionally recognized kind of property. (Civ. Code § 659 [defining "land" to include "free or occupied space for an indefinite distance upwards" from the ground].) This, too, is an incomprehensible puzzle that lower courts will have to sort through in the next litigation involving a human-caused disaster. This Court should take this opportunity to forestall that confusion and decide on a sensible approach.

CONCLUSION

For the above reasons, petitioners respectfully request that this Court grant review.

Dated: January 24, 2018

Respectfully submitted,

By: /s/

Robert J. Nelson
(CA Bar No. 132797)
rnelson@lchb.com
Sarah R. London
(CA Bar No. 267083)
slondon@lchb.com
Wilson M. Dunlavey
(CA Bar No. 307719)
wdunlavey@lchb.com
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: 415.956.1000
Facsimile: 415.956.1008

Erwin Chemerinsky
(pro hac vice application pending)
echemerinsky@law.berkeley.edu
Dean, University of California,
Berkeley Law
215 Boalt Hall
Telephone: 510.642.6483
Facsimile: 510.642.9893

Derek W. Loeser
Amy Williams-Derry
Ben Gould (CA Bar No. 250630)
KELLER ROHRBACK L.L.P.
1129 State Street, Suite 8
Santa Barbara, CA 93101
Telephone 805.456.1496
Facsimile: 805.456.1497
Email:
dloeser@kellerrohrback.com
Email: awilliams-
derry@kellerrohrback.com
Email: bgould@kellerrohrback.com

Paul R. Kiesel (CA Bar No. 119854)
Helen Zukin (CA Bar No. 117933)
Mariana Aroditis (CA Bar No. 273225)
KIESEL LAW LLP
8648 Wilshire Boulevard
Beverly Hills, California 90211-2910
Telephone: 310-854-4444
Facsimile: 310-854-0812
Email: kiesel@kiesel.law
Email: zukin@kiesel.law
Email: aroditis@kiesel.law

Liaison Counsel for Private Plaintiffs

Raymond P. Boucher
(CA Bar No. 115364)
BOUCHER LLP
21600 Oxnard Street, Suite 600
Woodland Hills, CA 91367-4903
Telephone: 818.340.5400
Facsimile: 818.340.5401
Email: ray@boucher.la

Roland Tellis
(CA Bar No. 186269)
BARON & BUDD, P.C.
15910 Ventura Blvd, Suite 1600
Encino, CA 91435
Telephone: 818.839.2320
Facsimile: 818. 986.9698
Email: rtellis@baronbudd.com

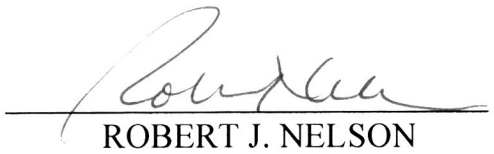
Taras Kick
(CA Bar No. 143379)
THE KICK LAW FIRM, APC
201 Wilshire Blvd.
Santa Monica, CA 90401
Telephone: 310.395.2988
Facsimile: 310.395.2088
Email: Taras@kicklawfirm.com

R. Rex Parris (CA Bar No. 96567)
Patricia Oliver (CA Bar No. 193423)
R. REX PARRIS LAW FIRM
43364 10th Street West
Lancaster, CA 93534
Telephone: 661.429.3399
Facsimile: 661.949.7524
Email: rrparris@rrexparris.com
Email: poliver@rrexparris.com

(Petitioners) Plaintiffs' Steering Committee for the Class Action Track

CERTIFICATE OF LENGTH OF BRIEF

The text of this Petition for Review, including footnotes, consists of 5,059 words. Counsel relies on the word count of the Microsoft Word computer program used to prepare this brief.



ROBERT J. NELSON

APPENDIX

Opinion, Filed December 15, 2017

Filed 12/15/17

CERTIFIED FOR PUBLICATION

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

SOUTHERN CALIFORNIA GAS LEAK CASES	B283606 (JCCP No. 4861)
SOUTHERN CALIFORNIA GAS COMPANY, Petitioner, v. THE SUPERIOR COURT OF LOS ANGELES COUNTY, Respondent; FIRST AMERICAN WHOLESALE LENDING CORPORATION et al., Real Parties in Interest.	

ORIGINAL PROCEEDINGS; petition for writ of mandate. John Shepard Wiley, Jr., Judge. Petition granted.

Morgan, Lewis & Bockius, James J. Dragna, David L. Schrader, Yarden A. Zwang-Weissman, for Petitioner.

No appearance for Respondent.

Baron & Budd and Roland Tellis; Boucher and Raymond P. Boucher; Lieff Cabraser Heimann & Bernstein and Robert J. Nelson, for Real Parties in Interest.

Seven businesses (business plaintiffs) filed suit to recover damages for purely economic loss resulting from a massive natural gas leak at a Southern California Gas Company (SoCalGas) facility; they did not claim any injury to person or property. Although our Supreme Court long ago recognized plaintiffs may sue in negligence for economic loss alone (*Biakanja v. Irving* (1958) 49 Cal.2d 647 (*Biakanja*), such recovery has been limited to situations where a transaction between the defendant and another was intended to directly affect the plaintiff (a third party), whose economic loss was a foreseeable consequence of the defendant's negligence. As business plaintiffs' complaint lacked allegations of personal injury, property damage, or the requisite transaction, SoCalGas filed a demurrer to the causes of action based on negligence.[1]

Concluding there is some uncertainty in the law, respondent court held SoCalGas should "bear all costs its accident caused" and there is no bar to recovery for purely economic loss under negligence theories when the precipitating event is a mass tort. The demurrer was overruled and SoCalGas

---

[1] SoCalGas did not challenge the sufficiency of business plaintiffs' cause of action for violations of California's Unfair Competition Law. (Bus. & Prof. Code, § 17200 et seq. (UCL).)

petitioned for extraordinary relief. We conclude as a matter of law SoCalGas did not owe a duty to prevent business plaintiffs' economic loss based on negligent conduct. Accordingly, we grant the petition for a peremptory writ of mandate.

FACTUAL AND PROCEDURAL BACKGROUND[2]

On October 23, 2015, SoCalGas discovered a natural gas leak at its Aliso Canyon Storage Facility (facility), located above Porter Ranch in Los Angeles. The gas leak spread an oily mist over nearby neighborhoods, damaging real and personal property. Residents and individuals who worked in the vicinity of the facility complained about odors and acute respiratory and central nervous system symptoms.

On November 19, 2015, in response to the complaints, the Los Angeles County Department of Public Health (Department) directed SoCalGas to offer temporary relocation to anyone living within a five-mile radius of the facility. The following month, the Los Angeles County Board of Education relocated students and staff at two Porter Ranch schools for the duration of the 2015-2016 school year.

On February 18, 2016, state officials confirmed SoCalGas permanently sealed the leak. On May 13, 2016, the Department issued a directive to SoCalGas to implement immediately a comprehensive remediation protocol for residences within a five-mile radius of the facility. Since October 2015, homeowners and

---

[2] We rely on the operative pleading—the second amended consolidated master class action business complaint—for our recitation of the facts. At this stage, we accept as true all properly pleaded facts. (*Lin v. Coronado* (2014) 232 Cal.App.4th 696, 700-701 (*Lin*).)

realtors have been obligated to disclose to potential homebuyers and lessees the events related to the gas leak.

The gas leak and the resulting relocation of approximately 15,000 Porter Ranch residents took an enormous toll on the local economy. On behalf of businesses located within a five-mile radius of the leak, seven named plaintiffs[3] initiated a putative class action against SoCalGas for (1) strict liability for ultrahazardous activity, (2) negligence, (3) negligent interference with prospective economic advantage, and (4) violations of the UCL.[4] Business plaintiffs claimed no injury to person or property. Instead, they alleged the gas leak and subsequent relocation of Porter Ranch residents caused crushing economic loss to their businesses.

SoCalGas filed a demurrer, asserting it owed no duty of care to business plaintiffs under any of the alleged negligence theories—strict liability, negligence, and negligent interference with prospective economic advantage. Relying on *J'Aire Corp. v. Gregory* (1979) 24 Cal.3d 799, 804 (*J'Aire*), SoCalGas's principal argument was the pleading fell short because it did not include allegations of a transaction, as required by Supreme Court authority, to establish a special relationship sufficient to impose

---

[3] Named plaintiffs are First American Wholesale Lending Corporation dba First American Realty; GKM Enterprises, Inc. dba Hooper Camera and Imaging Centers; Genuine Oil Company dba Arco; SoCal Hoops Basketball Academy Corporation; King Taekwondo, Inc.; Polonsky Family Day Care aka Granada Childcare; and Babak Kosari, DPM, Inc.

[4] The action was coordinated with other lawsuits arising out of the gas leak in Judicial Council Coordinated Proceeding (JCCP) No. 4861. (Code Civ. Proc., § 404 et seq.)

a duty on SoCalGas. Business plaintiffs opposed the demurrer, asserting *J'Aire* did not apply or, to the extent that authority did apply, they sufficiently pleaded the existence of a *J'Aire* "special relationship."

Respondent court advised the parties its tentative decision was to overrule the demurrer. In a comprehensive discussion, the court concluded SoCalGas owed a duty to business plaintiffs and they could proceed with their action: "The economic loss rule thus does not apply in a context like this one: a classic mass tort action where high transactions costs precluded transactions, where the risk of harm was foreseeable and was closely connected with [SoCalGas's] conduct, where damages were not wholly speculative, and where the injury was not part of the plaintiff's ordinary business risk. (*J'Aire . . . , supra*, 24 Cal.3d [at p.] 808.)" After the hearing, respondent court adopted the tentative ruling as its decision.

Respondent court certified the ruling for appellate review. (Code Civ. Proc., § 166.1.) SoCalGas petitioned for a writ of mandate in this court and business plaintiffs filed a preliminary opposition. We issued an alternative writ directing respondent court to vacate its order overruling the demurrer or to show cause before this court why the relief sought in the petition should not be granted. The respondent court elected not to comply with the alternative writ. Business plaintiffs subsequently filed a return and SoCalGas filed a reply.

DISCUSSION

I. Review by Extraordinary Writ

Despite respondent court's certification of its ruling for immediate appellate review and business plaintiffs' decision not

to seek leave to further amend their pleading, the dissent urges this court to follow the general rule and deny writ relief on the basis SoCalGas has an adequate remedy by way of appeal should it fail to succeed on the merits. (See, e.g., *San Diego Gas & Electric Co. v. Superior Court* (1996) 13 Cal.4th 893, 913 (*San Diego Gas*.) However, *San Diego Gas* articulated three exceptions to the general rule: (1) "when the demurrer raises an important question of subject-matter jurisdiction"; (2) when granting writ relief "will prevent 'needless and expensive trial and reversal'"; and (3) "when the issue presented is 'of widespread interest.'" (*Ibid*.; *id* at p. 913, fn. 17; see also *City of Stockton v. Superior Court* (2007) 42 Cal.4th 730, 747 (*City of Stockton*) [extraordinary writ relief where "[a] significant legal issue is presented, and the benefits of [a] defense would be effectively lost if defendants were forced to go to trial"].)

This case falls within the latter two recognized *San Diego Gas* exceptions. The legal issue here—the existence of a duty of care—is significant and of widespread interest. Resolution of the duty issue as to business plaintiffs at this stage also will prevent expensive and time-consuming litigation. Although the demurrer did not attack the UCL cause of action, it was directed to all causes of action where business plaintiffs would have the right to a jury trial and damages would be the primary remedy. In this regard, the conclusion by business plaintiffs that there is "a question of pleading that requires further factual development before it can be properly reviewed" rings hollow. Business plaintiffs failed to suggest any facts that need to—or even could—be further developed.

II. Standard of Review

Extraordinary writ review of an order overruling a demurrer is governed by "the ordinary standards of demurrer review . . . ." (*City of Stockton, supra,* 42 Cal.4th at p. 747.) We independently review the complaint and all matters we are entitled to judicially notice to determine "whether, as a matter of law, the complaint states facts sufficient to state a cause of action. [Citations.] We view a demurrer as admitting all material facts properly pleaded but not contentions, deductions, or conclusions of fact or law." (*Lin, supra,* 232 Cal.App.4th at pp. 700-701.) If the complaint is insufficient, but there "is a reasonable possibility that the defect can be cured by amendment," plaintiff is entitled to have the opportunity to amend. (*Centinela Freeman Emergency Medical Associates v. Health Net of California, Inc.* (2016) 1 Cal.5th 994, 1010 (*Centinela*), internal quotation marks omitted.)

III. Duty to Protect Third Parties From Purely Economic Loss in a Negligence Action

A. Applicable Law

The existence of a duty to use due care is "[t]he threshold element of a cause of action for negligence." (*Bily v. Arthur Young & Co.* (1992) 3 Cal.4th 370, 397 (*Bily*); see also *Centinela, supra,* 1 Cal.5th at p. 1012.) Generally, a defendant owes no duty to prevent purely economic loss to third parties under any negligence theory. (*Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26, 58 (*Quelimane*) ["Recognition of a duty to manage business affairs so as to prevent purely economic loss to third parties in their financial transactions is the exception, not the rule, in negligence law. Privity of contract is no longer

necessary . . . [but] public policy may dictate the existence of a duty to third parties"].) As the Supreme Court reaffirmed in *Centinela,* "[t]he test for determining the existence of such an exceptional duty to third parties is set forth in the seminal case of *Biakanja*, *supra*, 49 Cal.2d at page 650, as follows: 'The determination whether in a specific case the defendant will be held liable to a third person not in privity is a matter of policy and involves the balancing of various factors, among which are [1] the extent to which the transaction was intended to affect the plaintiff, [2] the foreseeability of harm to him, [3] the degree of certainty that the plaintiff suffered injury, [4] the closeness of the connection between the defendant's conduct and the injury suffered, [5] the moral blame attached to the defendant's conduct, and [6] the policy of preventing future harm.'" (*Centinela, supra,* 1 Cal.5th at pp. 1013-1014.)

The duty analysis in cases where a defendant's alleged negligence has resulted in economic loss in conjunction with personal injury or property damage involves many of the *Biakanja* factors. (*Cabral v. Ralphs Grocery Co.* (2011) 51 Cal.4th 764, 771 (*Cabral*); *Rowland v. Christian* (1968) 69 Cal.2d 108, 113 (*Rowland*).)[5] As is readily apparent, the duty analysis

---

[5] The Supreme Court decided *Rowland* 10 years after *Biakanja.* The *Rowland* duty factors are "the foreseeability of harm to the plaintiff, the degree of certainty that the plaintiff suffered injury, the closeness of the connection between the defendant's conduct and the injury suffered, the moral blame attached to the defendant's conduct, the policy of preventing future harm, the extent of the burden to the defendant and consequences to the community of imposing a duty to exercise care with resulting liability for breach, and the availability, cost,

under *Rowland* does not include the first *Biakanja* factor, "the extent to which the transaction was intended to affect the plaintiff." Aside from that distinction, it bears emphasis at this point that the analytical perspectives are also different. Where alleged negligence has caused personal injury or property damage and economic loss, the existence of a duty of care is the rule, not the exception. (Civ. Code, § 1714; *Elam v. College Park Hospital* (1982) 132 Cal.App.3d 332, 339 ["'Duty' is thus presumed . . ."].) And under these circumstances, where a duty of care is presumed, courts consider the *Cabral/Rowland* factors to determine whether "an exception to the general duty rule in Civil Code section 1714" should be found. (*Lichtman v. Siemans Industry Inc.* (2017) 16 Cal.App.5th 914, 921.)

Where the alleged negligence has caused economic loss, but no personal injury or property damage, duty is not presumed. Rather, courts examine the *Biakanja* factors to determine whether to impose on the defendant "an exceptional duty to third parties." (*Centinela, supra,* 1 Cal.5th at p. 1013.)

Biakanja was the first in a consistent line of Supreme Court decisions discussing this "exceptional duty." In *Biakanja,* a notary public's negligent failure to properly attest a will deprived the intended beneficiary of the bulk of the decedent's estate. Although there was no privity between the intended beneficiary and the notary, the Supreme Court recognized the economic damage to the plaintiff was foreseeable and concluded the notary owed the beneficiary a duty of care. (*Biakanja, supra,* 49 Cal.2d at p. 651.)

---

and prevalence of insurance for the risk involved." (*Rowland, supra,* 69 Cal.2d at p. 113.)

The result was similar in *J'Aire,* where foreseeability of harm to the plaintiff as a result of the defendant's conduct again figured prominently in the analysis. The landlord in *J'Aire* hired a contractor to renovate commercial space, requiring the tenant to close its business during construction. The contractor's alleged negligence delayed completion of the project, thereby delaying the tenant's reopening. The Supreme Court permitted the tenant to sue the contractor on a negligence theory for the tenant's purely economic losses. The defendant could not perform the contract without interrupting the tenant's business. Therefore, it was foreseeable the contractor's performance would directly affect the tenant. (*J'Aire, supra,* 24 Cal.3d at pp. 804-805.)

In *J'Aire,* our Supreme Court explained that damages for lost earnings or profits have long been a staple of recovery in negligence actions where the plaintiff also suffers personal injuries or property damage. (*J'Aire, supra,* 24 Cal.3d at p. 804.) *J'Aire* also made it clear an award of damages for injury to prospective economic advantage without personal injury or property damage is "not foreclosed[:] Where a special relationship exists between the parties, a plaintiff may recover for loss of expected economic advantage through the negligent performance of a contract although the parties were not in contractual privity." (*Ibid.*)

When a plaintiff seeks to recover for injury to prospective economic advantage without personal injury or property damage, *J'Aire* explained courts resolve the duty issue "by applying the criteria set forth in" *Biakanja.* (*J'Aire, supra*, 24 Cal.3d at p. 804.) Significantly, the *J'Aire* court did not presume the existence of a duty under Civil Code section 1714 or analyze the

duty question with reference to *Rowland*. (*J'Aire, supra*, 24 Cal.3d at pp. 804-805.)

J'Aire did cite Civil Code section 1714, but in the context of acknowledging that its duty conclusion was "consistent with . . . the basic principle of tort liability, embodied in Civil Code section 1714 . . . ." (*J'Aire, supra,* 24 Cal.3d at p. 806.) In the footnote appended to this statement, the Court added that Civil Code section 1714 "does not distinguish among injuries to one's person, one's property or one's financial interests. Damages for loss of profits or earnings are recoverable where they result from an injury to one's person or property caused by another's negligence. Recovery for injury to one's economic interests, where it is the foreseeable result of another's want of ordinary care, should not be foreclosed simply because it is the only injury that occurs." (*Id.* at p. 806, fn. 3.)

In sum, *J'Aire* recognized and preserved the distinction between presuming duty under Civil Code section 1714 and *Rowland* and not foreclosing duty for purely economic loss under *Biakanja*.

The plaintiffs in *Bily* lost their investments in a company. They sued the company's auditors for purely economic losses. The *Bily* majority never mentioned *Rowland*. It noted the absence of privity was not an analytical impediment and immediately recited the *Biakanja* factors.[6] (*Bily, supra,* 3 Cal.4th at p. 397.) The majority examined only the foreseeability

---

[6] The *Bily* dissent, on the other hand, did not mention *Biakanja*. The dissenting justices instead relied on the general duty rule in *Rowland* and concluded there was no justification to exempt the *Bily* auditors from it. (*Bily, supra,* 3 Cal.4th at pp. 419-420 (dis. opn. of Kennard, J.).)

element, however, and concluded the mere presence of a foreseeable risk of injury to third persons, was not "sufficient, standing alone, to impose liability for negligent conduct." (*Id.* at p. 399.) In arriving at this conclusion, the five-justice majority held: "Even when foreseeability was present, we have on several recent occasions declined to allow recovery on a negligence theory when damage awards threatened to impose liability out of proportion to fault or to promote virtually unlimited responsibility for intangible injury." (*Id.* at p. 398.) The majority then observed, "An award of damages for pure economic loss suffered by third parties raises the spectre of vast numbers of suits and limitless financial exposure" (*id.* at p. 400)[7] and provided the following example: "One frequently used illustration of the need to limit liability for economic loss assumes a defendant negligently causes an automobile accident that blocks a major traffic artery such as a bridge or tunnel. Although defendant would be liable for personal injuries and property

---

[7] Contrary to business plaintiffs' argument, application of the economic loss doctrine is not limited to the product liability arena: "'Judicial hostility to the use of tort theory to recover purely economic losses predates the twentieth-century battle over product liability. This hostility was motivated primarily by the fear of mass litigation and the concern that traditional tort concepts were not capable of providing clear limitations on potentially limitless liability. Defining the scope of tort duty to include only physical harm created "built-in" limits on liability, since any given chain of events in the physical world has finite consequences. Permitting plaintiffs to recover for purely economic losses would result in open-ended liability, since it is virtually impossible to predict the economic consequences of a given act.'" (*North American Chemical Co. v. Superior Court* (1997) 59 Cal.App.4th 764, 777, fn. omitted.)

damage suffered in such an accident, it is doubtful any court would allow recovery by the myriad of third parties who might claim economic losses because the bridge or tunnel was impassible." (*Bily, supra,* at p. 400, fn. 11.)

The trend continued in *Quelimane* and *Centinela*. In discussing negligence theories, neither opinion mentioned Civil Code section 1714 or *Rowland*. (Compare, *Cabral, supra,* 51 Cal.4th 764.) Neither *Quelimane* nor *Centinela* presumed the existence of a duty or asked whether an exception to the general rule of duty was justified. In *Quelimane,* the Supreme Court applied the *Biakanja* factors and "decline[d] to recognize a duty" in negligence. (*Quelimane, supra,* 19 Cal.4th at p. 58.) In *Centinela,* the Supreme Court examined the *Biakanja* factors and concluded they "support[ed] imposing this continuing common law duty of care" under a negligence theory. (*Centinela, supra,* 1 Cal.5th at p. 1020.)

B. Analysis

The negligence allegations in this lawsuit typically invoke the *Biakanja/J'Aire* analysis, where we begin with the first *Biakanja* factor, "the extent to which the transaction was intended to affect the plaintiff." (*Biakanja, supra,* 49 Cal.2d at p. 650.) No appellate authority addressing negligent liability for purely economic loss to third parties has found the existence of a duty of care in the absence of the first factor. (See, e.g., *Centinela, supra,* 1 Cal.5th at p. 1015; *Quelimane, supra,* 19 Cal.4th at p. 58; *Bily, supra,* 3 Cal.4th at pp. 397-398; *J'Aire, supra,* 24 Cal.3d at p. 804; *Biakanja, supra,* 49 Cal.2d at p. 651.)

In the relatively brief time this extraordinary writ petition has been pending, however, business plaintiffs abandoned their

earlier allegations that SoCalGas was a party to a contract intended to affect them and now assert their "loss did not arise out of any contract. . . . [There is no contract] relevant to the gas blowout or [their] ensuing losses." Business plaintiffs add, "Indeed, whatever contractual relationships SoCalGas had with other persons are irrelevant to the claims that [business plaintiffs] assert here."

At oral argument, counsel for business plaintiffs relied on Civil Code section 1714's presumption of duty and argued no public policy considerations justify an exception. But Supreme Court authority from *Biakanja* to *Centinela* makes it clear that while duty under circumstances like those in this case may be imposed, it is not presumed.

Business plaintiffs also conflate the "economic loss rule" with the concept of recovery in tort for purely economic loss. As they note, the phrase "economic loss rule" appears in numerous appellate opinions involving contracts, warranties, and products liability; in those decisions, the "economic loss rule" operates as a bar to recovery in the absence of personal injury or property damage. But the Supreme Court did not use that phrase in *Biakanja, J'Aire, Bily, Quelimane*, or *Centinela*. Instead, the analyses in those decisions focus on the existence of a transaction and foreseeability of economic harm to determine whether to impose a duty of care on the defendant vis-à-vis the plaintiff.

Contrary to the assertions by business plaintiffs, a third party's purely economic loss arising from a transaction is a prerequisite for recovery in tort, absent injury to person or property. The failure to establish this foundation precludes a finding of the "special relationship" required by *J'Aire* and subsequent Supreme Court decisions.

IV. The Respondent Court's New Rule for Recovery of Purely Economic Loss in a Mass Tort Action

Presaging—or perhaps serving as a catalyst for—the decision by business plaintiffs to recast the underpinning of their negligence theories, respondent court opined, "the economic loss doctrine . . . currently exists in a state of some uncertainty" as a result of the Supreme Court's treatment in *J'Aire, supra,* 24 Cal.3d at page 807 of an earlier Court of Appeal decision, *Adams v. Southern Pac. Transportation Co.* (1975) 50 Cal.App.3d 37 (*Adams*). In overruling the demurrer, respondent court necessarily found SoCalGas owed a duty as a matter of law to business plaintiffs based on its responsibility to "bear all costs its accident caused."[8] Respondent court did not engage in a *J'Aire* or *Biakanja* analysis, but came to this conclusion by focusing on *Adams* rather than on more recent Supreme Court precedent.

Adams predated *J'Aire* by four years. The *Adams* plaintiffs sued a railroad for negligent interference with prospective economic advantage after a cargo of bombs exploded and destroyed the plant where they worked. In affirming the judgment after the defendant's demurrer was sustained, the Court of Appeal determined stare decisis required adherence to

---

[8] The complete context for the court's statement was as follows: "In sum, standard tort theory mandates that [SoCalGas] bear all costs its accident caused. This total should include tangible and conventionally measurable economic losses to neighboring businesses. In this way [SoCalGas] (and everyone else) will face the correct incentive to minimize the social cost of future accidents."

the rule in *Fifield Manor v. Finston* (1960) 54 Cal.2d 632 (*Fifield*).[9] (*Adams, supra,* 50 Cal.App.3d at p. 40.)

Adams described the "*Fifield* rule" as "an expression of a general doctrine prevailing in American courts which bars recovery for negligent interference with profitable economic relations." (*Adams, supra,* 50 Cal.App.3d at p. 40, fn. omitted.) Accordingly, the *Adams* court held Supreme Court precedent required it to reject the tort of negligent interference with prospective economic advantage.[10] This is precisely the holding

---

[9] In *Fifield*, an individual with a "life care" contract was struck by a car. The plaintiff, the nonprofit entity responsible for his care under the contract, sued the allegedly negligent driver for subrogation and interference with contractual relations to recover the injured individual's medical expenses. (*Fifield, supra,* 54 Cal.2d at p. 634.) *J'Aire* explained it was foreseeable the negligent driver would injure the victim, but "less foreseeable that it would injure the retirement home's economic interest." (*J'Aire, supra,* 24 Cal.3d at p. 807.)

Fifield has not endured as a significant decision in the tort arena. It is cited more frequently for its subrogation analysis.

[10] Two of the *Adams* justices then engaged in a philosophical discussion designed to "illustrate the tangible consequences of the 'new' analysis in probing the outer regions of negligence liability." (*Adams, supra,* 50 Cal.App.3d at p. 45.) Despite the far-ranging discussion, the majority in *Adams* "rigorously eschew[ed]" the "balancing of important and complex policy factors . . . . Although [the] plaintiffs' loss was a foreseeable result of [the railroad's] provisionally admitted negligence, [they] neither debate[d] nor decide[d] whether the railroad owed these plaintiffs a duty of care." (*Id.* at p. 47.)

By declining to determine whether a duty existed based on the facts before it, *Adams* cannot be relied upon to establish

J'Aire disapproved: "*Fifield* [unlike *Adams*] does not entirely foreclose recovery for negligent interference with prospective economic advantage." (*J'Aire, supra,* 24 Cal.3d at p. 807.) "To the extent that *Adams* holds that there can be no recovery for negligent interference with prospective economic advantage, it is disapproved." (*Ibid.*)

In other words, *J'Aire* disapproved *Adams* insofar as *Adams* held a plaintiff can never recover purely economic losses based on a defendant's negligent conduct. *J'Aire* cited *Fifield* as an example where a plaintiff could not prevail on negligence theories based on the absence of a special relationship with the defendant and the remoteness of the foreseeability factor: "[The d]efendant had not entered into any relationship or undertaken any activity where negligence on his part was reasonably likely to affect [the] plaintiff adversely. Thus, the nexus between the defendant's conduct and the risk of the injury that occurred to the plaintiff was too tenuous to support the imposition of a duty owing to the retirement home." (*J'Aire, supra,* 24 Cal.3d at p. 807.)

Although the *Adams* justices determined Supreme Court precedent compelled them to reject the negligence theory of the plaintiffs' case and did not engage in a foreseeability or duty analysis, they were all intrigued by the plaintiffs' contention "that *Fifield* and its companion decisions are not [on] point. [They claim the] lawsuit . . . is not cast in terms of interference with employment contracts but alleges physical destruction of the property which enabled them to earn a livelihood. Indeed the

---

defendant's duty of care in this mass tort action involving only economic loss to third parties, i.e., business plaintiffs.

argument has substance." (*Adams, supra,* 50 Cal.App.3d at p. 40.) With the benefit of hindsight, we agree.

This argument carried the day in *George A. Hormel & Co. v. Maez* (1979) 92 Cal.App.3d 963 (*Maez*). *Maez* was decided after *Adams* and only four months before *J'Aire*.

The defendant in *Maez* was a negligent driver who toppled a power pole, damaging the transformer. In a *Palsgrafian*[11] chain of events, the downed transformer cut off electricity in the vicinity, which caused a power surge. The power surge burned out a motor for critical machinery in the plaintiff's nearby facility. Without the machinery, the plaintiff's employees could not work. The plaintiff successfully sued for the cost of replacing the motor and the wages it paid idled employees until the motor was replaced. (*Maez, supra*, 92 Cal.App.3d at p. 966.) The Court of Appeal affirmed, concluding the plaintiff's damages were reasonably foreseeable and, for that reason, the defendant owed a duty of care. (*Id.* at p. 971.)

Factually, *Maez* is similar to *Adams*: Both cases involved businesses forced to shut down as a result of property damage to their premises. It is without consequence that the plaintiffs in *Adams* were idled and apparently unpaid employees, while the *Maez* plaintiff was the employer that continued to pay the idled employees. The ultimate difference between the results in the two cases appears to be *Adams's* interpretation of *Fifield*.

This brings us to the Ninth Circuit's opinion in *Union Oil Co. v. Oppen* (9th Cir. 1974) 501 F.2d 558 (*Union Oil*). *Union Oil* is particularly apt. There, commercial fishermen sought damages from an oil company for releasing vast quantities of raw crude off

---

11 *Palsgraf v. Long Island R.R. Co.* (1928) 248 N.Y. 339.

the coast of Santa Barbara. (*Id.* at p. 559.) Sea life perished, i.e., the "property" commercial fishermen depended on for their livelihoods was destroyed. Commercial fishermen sued for profits lost as the commercial fishing potential was decimated. The court acknowledged California law generally precluded negligence actions for pure economic losses unless there was "some special relation between the parties." (*Id.* at pp. 565-566 ["approach adopted by the California Supreme Court in *Biakanja* is particularly instructive"].) The court also highlighted "the familiar principle that seamen are the favorites of admiralty and their economic interests entitled to the fullest possible legal protection." (*Id.* at p. 567.) Ultimately, the court held the plaintiffs' loss of profits was foreseeable and the oil company owed a duty to the commercial fishermen. (*Id.* at p. 568.)

In permitting the lawsuit to proceed as to the commercial fishermen, the *Union Oil* court warned "it must be understood that our holding in this case does not open the door to claims that may be asserted by those, other than commercial fishermen, whose economic or personal affairs were discommoded by the oil spill . . . . The [rule we adopt] has a legitimate sphere within which to operate. Nothing in this opinion is intended to suggest, for example, that every decline in the general commercial activity of every business in the Santa Barbara area following the [oil spill] constitutes a legally cognizable injury for which the [oil company] may be responsible." (*Union Oil, supra,* 501 F.2d at p. 570.)

The common element in *Adams, Maez,* and *Union Oil* is the "physical destruction of the property which enabled [the plaintiffs] to earn a livelihood." (*Adams, supra,* 50 Cal.App.3d at p. 40.) That element is missing here. Business plaintiffs suffered

a decline in commercial activity as a result of neighborhood residents temporarily relocating after the gas leak. However, in *Union Oil's* words, their economic losses are beyond the "sphere . . . of a legally cognizable injury for which [SoCalGas] may be responsible." (*Union Oil, supra,* 501 F.2d at p. 570.)

Traditional analyses hold in this case. California has never recognized an unlimited duty of care. (*Bily, supra,* 3 Cal.4th at p. 398.) In the absence of personal injury or property damage, the special relationship requirement serves as a foreseeability gauge. Without a special relationship, foreseeability is typically too tenuous to support the imposition of a duty of care to a third party. Foreseeability is always "the key component necessary to establish liability." (*J'Aire, supra,* 24 Cal.3d at p. 806.) Moreover, as discussed above, *Bily* tempered *J'Aire* by recognizing that foreseeability alone may not be enough to permit recovery on a negligence theory if the imposition of liability would be "out of proportion to fault or [would] promote virtually unlimited responsibility for intangible injury." (*Bily, supra,* 3 Cal.4th at p. 398.)

Overruling the demurrer to hold SoCalGas accountable to business plaintiffs for "all the costs its accident caused" would "promote virtually unlimited responsibility." (*Bily, supra,* 3 Cal.4th at p. 398.) Without personal injury, property damage or a special relationship, the general rule that precludes business plaintiffs from recovering for pure economic losses under a negligence theory remains viable.

Counsel for business plaintiffs confirmed at oral argument they do not seek leave to further amend their pleading. (*Centinela, supra,* 1 Cal.5th at p. 1010.) This position tacitly acknowledges the complaint does not suffer from a deficiency that

can be cured by amendment, but is, instead, ripe for writ review: "Where, as here, the pleadings and matters subject to judicial notice establish the defendant owed the plaintiff no duty, a case may properly be disposed of on demurrer, without further waste of judicial resources." (*Avila v. Citrus Community College Dist.* (2006) 38 Cal.4th 148, 165, fn. 12.)

DISPOSITION

Let a peremptory writ of mandate issue directing the respondent court to vacate its order overruling the demurrer and issue a new order sustaining the demurrer without leave to amend. The temporary stay is vacated. Costs are awarded to petitioner SoCalGas.

DUNNING, J.*

I concur:

KRIEGLER, Acting P. J.

---

* Judge of the Orange Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.

In Re Southern California Gas Leak Cases
B283606

BAKER, J., Dissenting

Although I dissent from today's decision, it is not because I believe the trial court's rationale for overruling Southern California Gas Company's demurrer is correct—I agree it is not. But it was a mistake for us to have intervened at this early stage of the case, and that mistake may well have significant consequences on the merits.

In another case involving a utility company, our Supreme Court endorsed the rule that an appeal from a final judgment is "normally presumed to be an adequate remedy at law" for a party who believes it is aggrieved by an erroneous ruling overruling a demurrer. (*San Diego Gas & Electric Co. v. Superior Court* (1996) 13 Cal.4th 893, 912-913 (*San Diego Gas*).) That normally adequate remedy "thus bar[s] immediate review by extraordinary writ." (*Ibid.* [explaining an exception to the bar applies in circumstances not present here, namely, when the demurrer raises an important question of subject-matter jurisdiction].)

Despite this rule, this court issued an alternative writ to review the trial court's demurrer ruling, tentatively concluding the trial court erred in determining "the general prohibition against liability for pure economic loss does not apply in a mass tort action."[1] Today's decision finalizes that tentative conclusion

---

[1] To be fair, the writ issued at the express invitation of the trial court judge, who certified his demurrer ruling under Code of

and holds the trial court's rationale was indeed erroneous. But there is wisdom in the *San Diego Gas* rule, which generally permits erroneous demurrer rulings to stand until final judgment.

Had we declined to intervene now, we would have a more developed record on which to base our decision when confronted with a later appeal or writ petition. And the existence of a more developed record, to my mind, is important to arrive at an appropriate disposition of this case. I think it is quite possible that some—but certainly not all—of the businesses in a five-mile radius from the Aliso Canyon Storage Facility are situated such that Southern California Gas Company owed them a duty of care. In other words, I believe some businesses in the immediate geographic area of the gas leak could have a special dependence on that area such that harm to them would be foreseeable to Southern California Gas Company in a way it would not with respect to many other businesses in the area.[2] (See, e.g., *Union Oil Co. v. Oppen* (9th Cir. 1974) 501 F.2d 558, 568, 570 [determining—on appeal from partial summary judgment—that

---

Civil Procedure section 166.1. But such invitations are not binding, nor are they quite uncommon. (*Bank of America Corp. v. Superior Court* (2011) 198 Cal.App.4th 862, 869, fn. 6 [Code of Civil Procedure section 166.1 permits a trial judge to encourage an appellate court to hear and decide a question but does not change existing writ procedures]; see also, e.g., *Farmers Insurance Exchange v. Superior Court* (2013) 218 Cal.App.4th 96, 104-105 [trial judge certifying question]; *Moore v. Kaufman* (2010) 189 Cal.App.4th 604, 613 [same].)

[2] One potential example that comes to mind are food delivery businesses (e.g., Domino's Pizza) unlikely to deliver beyond a limited geographical area.

companies responsible for an oil spill in the Santa Barbara Channel area owed a duty to commercial fishermen in the area "whose economic or personal affairs were discommoded by the oil spill," but not other businesses].) Indeed, there is reason to believe plaintiff and Real Party in Interest Polonsky Family Day Care is such a business because it would be unusually dependent on customers who work or live in the vicinity of the gas leak.[3] Because the majority's opinion resolves the business plaintiffs' litigation on the demurrer record, however, it has no ability to approach the question of duty with a scalpel, and unfortunately resolves it instead with a meat axe. (Compare *Kesner v. Superior Court* (2016) 1 Cal.5th 1132, 1140 [reversing Court of Appeal holding that employer owed no duty of care to avoid take-home asbestos exposure and concluding duty does extend to household members of an employee exposed to asbestos—but not to others who do not live in the employee's household].)

I would discharge this court's alternative writ as improvidently granted.

BAKER, J.

---

[3] Insofar as the record at this early stage does not firmly establish this is the case, it is either (a) a problem that could be cured by amending the complaint, or (b) an example of a duty question that should not be fully answered until after resolution of factual issues. (See *Alcaraz v. Vece* (1997) 14 Cal.4th 1149, 1162, fn. 4 [existence and scope of a defendant's duty of care is a legal question for a court, but trier of fact must resolve factual issues that are logically prior to the question of duty].)

PROOF OF SERVICE

I am employed in the City and County of San Francisco, State of California. I am over the age of 18 years and not a party to the within action. My business address is Lieff Cabraser Heimann & Bernstein, LLP, 275 Battery Street, 29th Floor, San Francisco, California, 94111-3339.

On January 24, 2018, I caused to be served on the interested parties in this action the within document entitled:

PETITION FOR REVIEW

By Electronic Service: The Parties currently registered to receive electronic service via CaseAnywhere have agreed to accept service through the electronic system in the Coordinated Action entitled *Southern California Gas Leak Cases*, Judicial Council Coordinated Proceeding No. 4861. A full list of recipients and their respective email addresses is attached hereto as **Service List A**.

By U.S. Mail: By putting a true and correct copy thereof, together with a signed copy of this declaration in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth in **Service List B** attached hereto. I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party serviced, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

By Electronic Upload: By uploading a true and correct copy thereof through the upload link provided by the Truefiling online service

provided by the California Supreme Court. A full list of recipients is attached hereto as **Service List C**.

By Electronic Upload: By uploading a true and correct copy thereof through the upload Link at https://oag.ca.gov/services-info/17209-brief/add pursuant to Business and Professions Code 17209 and by request of the Office of the Attorney General.

I declare under penalty of perjury under the laws of the State Bar of California that the foregoing is true and correct, and that this declaration was executed on January 24, 2018, at San Francisco, California.

ROBERT J. NELSON

SERVICE LIST A

COUNSEL OR ENTITY SERVED	REPRESENTING
Abir Cohen Treyzon Salo, LLP Darren Darwish, Esq. (ddarwish@actslaw.com) Renata Salo, Esq. (rsalo@actslaw.com) Boris Treyzon, Esq. (bt@treyzon.com) 1901 Avenue of the Stars, Suite 935 Los Angeles, CA 90067	Esmaelbolandi, et al. (BC633689) Lalezari (BC633690) Nouri, et al. (BC633692) Shinda, Inc. (BC633691) (JCCP 4861)
Arias Sanguinetti Stahle & Torrijos LLP Mike Arias, Esq. (mike@asstlawyers.com) 6701 Center Drive West, Suite 1400 Los Angeles, CA 90045	Mungcal Jr., et al. (BC608539) Suarez, et al. (BC608540) *(JCCP 4861)*
Aroustamian & Associates Ara Aroustamian, Esq. (ara@lawaa.com) 100 W. Broadway, Suite 540 Glendale, CA 91210	Thomas, et al. (BC634407) *(JCCP 4861)*
Baker, Keener & Nahra Phillip Baker, Esq. (pbaker@bknlawyers.com) Robert Baker, Esq. (rbaker@bknlawyers.com) Kenneth Spencer, Esq. (kspencer@bknlawyers.com) 633 West Fifth Street, Suite 4900 Los Angeles, CA 90071	Ares, et al. (BC608931) Lopez, et al. (BC606776) *(JCCP 4861)*
Baron & Budd P.C. Daniel Alberstone, Esq. (dalberstone@baronbudd.com) Roland Tellis, Esq. (rtellis@baronbudd.com) Evan Zucker, Esq. (ezucker@baronbudd.com) 15910 Ventura Blvd., Suite 1600 Encino, CA 91436	Lee, et al. (BC604036) *(JCCP 4861)*
Bleau Fox, a P.L.C. Edward Baker, Esq. (ebaker@bleaufox.com) Thomas Bleau, Esq. (bleaushark@aol.com) Troy Mueller, Esq. (tmueller@bleaufox.com) 3575 Cahuenga Boulevard West Los Angeles, CA 90068	Coe, et al. (BC649253) *(JCCP 4861)*

Bonne, Bridges, Mueller, O'Keefe & Nichols
Gary Dennis, Esq.
(gdennis@bonnebridges.com)
Michael Liu, Esq.
(mliu@bonnebridges.com)
David O'Keefe, Esq.
(dokeefe@bonnebridges.com)
3699 Wilshire Blvd., 10th Floor
Los Angeles, CA 90010

Pearson, MD, et al. (BC636231)
(JCCP 4861)

Boucher LLP
Shehnaz Bhujwala, Esq.
(bhujwala@boucher.la)
Raymond Boucher, Esq. (ray@boucher.la)
Priscilla Szeto, Esq. (szeto@boucher.la)
Maria Weitz, Esq. (weitz@boucher.la)
21600 Oxnard Street, Suite 600
Woodland Hills, CA 91367

***Co-Chair, Plaintiffs' Steering Committee for Class Action Track**
Bhardwaj, et al. (BC609189)
Century Auto Repair, Inc. (BC609370)
SoCal Hoops Basketball Academy Corporation, et al. (37-2016-00000754-CU-TT-CTL)
(JCCP 4861)

Burdman & Ward
Pieter O'Leary, Esq.
(poleary@burdmanlaw.com)
6370 Lusk Blvd., Suite F203
San Diego, CA 92121

Almeda, et al. (BC617216)
(JCCP 4861)

California Air Resources Board
William Brieger, Esq.
(william.brieger@arb.ca.gov)
Ellen Peter, Esq. (ellen.peter@arb.ca.gov)
1001 I Street, 23rd Floor
Sacramento, CA 95814

The People of the State of California (BC602973)
(JCCP 4861)

California Department of Justice
Jennifer Rosenfeld, Esq.
(jennifer.rosenfeld@doj.ca.gov)
300 South Spring Street, Suite 1702
Los Angeles, CA 90013

California Department of Conservation, Division of Oil, Gs & Geothermal Resources
(JCCP 4861)

Carlsen Law Corporation
Miles Carlsen, Esq. (mc@carlsenlaw.com)
20700 Ventura Blvd, Suite 328
Woodland Hills, CA 91364

Tessie Cue, et al. (BC615840)
(JCCP 4861)

Carpenter, Zuckerman & Rowley, LLP
Ashley Parris, Esq. (ashley@czrlaw.com)
8827 West Olympic Boulevard

Frey, et al. (BC624550)
(JCCP 4861)

Beverly Hills, CA 90211

City of Los Angeles - Office of the City Attorney
Jaclyn Blankenship, Esq.
(jaclyn.blankenship@lacity.org)
Jessica Brown, Esq.
(jessica.brown@lacity.org)
Tina Hess, Esq. (tina.hess@lacity.org)
Nick Karno, Esq. (nick.karno@lacity.org)
Thomas Peters, Esq.
(thom.peters@lacity.org)
James K. Hahn City Hall East
200 North Main Street, 8th Floor
Los Angeles, CA 90012

The People of the State of California (BC602973)
(JCCP 4861)

Clark Law Group
Dawn Berry, Esq.
(dberry@clarklawyers.com)
R. Craig Clark, Esq.
(cclark@clarklawyers.com)
Jessica Corrales, Esq.
(jcorrales@clarklawyers.com)
Monique Rodriguez, Esq.
(mrodriguez@clarklawyers.com)
205 West Date Street
San Diego, CA 92101

Mel Mitchell, et al. (BC620639)
(JCCP 4861)

Cotchett, Pitre & McCarthy LLP
Alison Cordova, Esq.
(acordova@cpmlegal.com)
Robert Hutchinson, Esq.
(rhutchinson@cpmlegal.com)
Joanna LiCalsi, Esq.
(jlicalsi@cpmlegal.com)
Frank Pitre, Esq. (fpitre@cpmlegal.com)
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405

Bolkins, et al. (BC604247)
Gallegos, et al. (BC605860)
Greene, et al. (BC604248)
(JCCP 4861)

Cotchett, Pitre & McCarthy LLP
Julie Fieber, Esq. (jfieber@cpmlegal.com)
Dylan Williams, Esq.
(dwilliams@cpmlegal.com)
840 Malcolm Road, Suite 200
Burlingame, CA 94010

Bolkins, et al. (BC604247)
Gallegos, et al. (BC605860)
Greene, et al. (BC604248)
(JCCP 4861)

County of Los Angeles - Office of the County Counsel Lawrence Hafetz, Esq. (lhafetz@counsel.lacounty.gov) Scott Kuhn, Esq. (skuhn@counsel.lacounty.gov) Dusan Pavlovic, Esq. (dpavlovic@counsel.lacounty.gov) Sharon Reichman, Esq. (sreichman@counsel.lacounty.gov) Mary Wickham, Esq. (mwickham@counsel.lacounty.gov) Norayr Zurabyan, Esq. (nzurabyan@counsel.lacounty.gov) 500 W. Temple Street, Room 648 Los Angeles, CA 90012	The People of the State of California (BC602973) *(JCCP 4861)*
Daniels Law William Daniels, Esq. (admin@danielslaw.com) 15021 Ventura Boulevard, #883 Sherman Oaks, CA 91403	Naccachian, et al. (BC603602) *(JCCP 4861)*
Daniels, Fine, Israel, Schonbuch & Lebovits Ashley Arnett, Esq. (arnett@dfis-law.com) Moses Lebovits, Esq. (lebovits@dfis-law.com) 1801 Century Park East, 9th Floor Los Angeles, CA 90067	Learman, et al. (BC609329) *(JCCP 4861)*
Danko Meredith Mike Danko, Esq. (mdanko@dankolaw.com) Kristine Meredith, Esq. (kmeredith@dankolaw.com) 333 Twin Dolphin Drive, Suite 145 Redwood Shores, CA 94065	Mandap, et al. (BC606555) *(JCCP 4861)*
David J. Shapiro, Attorney at Law David Shapiro, Esq. (lawdjs@yahoo.com) 22231 Mulholland Highway, No. 207B Calabasas, CA 91302	Constantino, et al. (BC612705) *(JCCP 4861)*

Engstrom, Lipscomb & Lack
Andrew Jacobson, Esq.
(ajacobson@elllaw.com)
Walter Lack, Esq. (wlack@elllaw.com)
Gary Praglin, Esq. (gpraglin@elllaw.com)
Ian Samson, Esq. (isamson@elllaw.com)
Paul Traina, Esq. (ptraina@elllaw.com)
10100 Santa Monica Boulevard, 12th Floor
Los Angeles, CA 90067

Baker, et al. (BC608377)
(JCCP 4861)

Frantz Law Group, APLC
Philip Aman, Esq.
(pca@frantzlawgroup.com)
Regina Bagdasarian, Esq.
(rbagdasarian@frantzlawgroup.com)
James Frantz, Esq.
(jpf@frantzlawgroup.com)
Jodi Frantz, Esq. (jf@jf-law.com)
Kira Guisto, Esq.
(kira@frantzlawgroup.com)
William Harris, III, Esq.
(wharris@frantzlawgroup.com)
Haera Manoukian, Esq.
(hmanoukian@frantzlawgroup.com)
George Stiefel, III, Esq.
(gstiefel@frantzlawgroup.com)
Gas Company Tower, 31st Floor
555 West Fifth Street
Los Angeles, CA 90013

Abate, et al. (BC612034)
Abbazia, et al. (BC610621)
Adelan, et al. (BC607542)
Agnole, et al. (BC609083)
Aranes, et al. (BC611485)
Bell, et al. (BC610257)
Bray, et al. (BC609776)
Calzadilla, et al. (BC612189)
Datzker, et al. (BC611107)
Delgado, et al. (BC607839)
Gawad, et al. (BC612035)
Goodman, et al. (BC602996)
Hassan, et al. (BC607541)
Kemp, et al. (BC612119)
Korbekian, et al. (BC608967)
Kushida, et al. (BC612258)
McClain, et al. (BC610622)
Menard, et al. (BC607840)
Nguyen, et al. (BC610280)
Rodgers, et al. (BC607841)
Servida-Gorospe, et al. (BC612031)
Sharma, et al. (BC611106)
Spadaro, et al. (BC607540)
Tahmasian, et al. (BC608658)
Tan, et al. (BC609777)
Tong, et al. (BC612458)
Westmore, et al. (BC607697)
(JCCP 4861)

Gibbs Law Group LLP
A.J. de Bartolomeo, Esq.
(ajd@classlawgroup.com)
Michael Schrag, Esq.
(mls@classlawgroup.com)
505 14th Street, Suite 1110
Oakland, CA 94612

Mandap, et al. (BC606555)
(JCCP 4861)

Girardi & Keese
John Courtney, Esq.
(jcourtney@girardikeese.com)
Joe Finnerty, Esq.
(jfinnerty@girardikeese.com)
Robert Finnerty, Esq.
(rfinnerty@girardikeese.com)
Keith Griffin, Esq.
(kgriffin@girardikeese.com)
1126 Wilshire Boulevard
Los Angeles, CA 90017

Abate, et al. (BC612034)
Abbazia, et al. (BC610621)
Adelan, et al. (BC607542)
Agnole, et al. (BC609083)
Aranes, et al. (BC611485)
Bell, et al. (BC610257)
Bray, et al. (BC609776)
Calzadilla, et al. (BC612189)
Datzker, et al. (BC611107)
Delgado, et al. (BC607839)
Gawad, et al. (BC612035)
Hassan, et al. (BC607541)
Kemp, et al. (BC612119)
Korbekian, et al. (BC608967)
Kushida, et al. (BC612258)
McClain, et al. (BC610622)
Menard, et al. (BC607840)
Nguyen, et al. (BC610280)
Rodgers, et al. (BC607841)
Servida-Gorospe, et al. (BC612031)
Sharma, et al. (BC611106)
Spadaro, et al. (BC607540)
Tahmasian, et al. (BC608658)
Tan, et al. (BC609777)
Tong, et al. (BC612458)
Westmore, et al. (BC607697)
(JCCP 4861)

Goldberg & Gage
Bradley Gage, Esq.
(bgage@goldbergandgage.com)
Terry Goldberg, Esq.
(tgoldberg@goldbergandgage.com)
Milad Sadr, Esq.
(msadr@goldbergandgage.com)
23002 Victory Boulevard
Woodland Hills, CA 91367

Bassett, et al. (BC627404)
(JCCP 4861)

Gregory G. Petersen, Attorney at Law
Gregory Petersen, Esq. (greg@lawnet.com)
2618 San Miguel Drive, Suite 458
Newport Beach, CA 92660

Lopez, et al. (BC606776)
(JCCP 4861)

Greines, Martin, Stein & Richland LLP
Timothy Coates, Esq. (tcoates@gmsr.com)
5900 Wilshire Blvd., 12th Floor
Los Angeles, CA 90036

The People of the State of California (BC602973)
(JCCP 4861)

Haeggquist & Eck, LLP
Alreen Haeggquist, Esq.
(alreenh@haelaw.com)
Aaron Olsen, Esq. (aarono@haelaw.com)
225 Broadway, Suite 2050
San Diego, CA 92101

Allaudin, et al (BC632263)
(JCCP 4861)

Harrison & Adeyanju, LLP
E. Patience Adeyanju, Esq.
(patience@adeyanjulaw.com)
Christopher Bunch, Esq.
(chris@adeyanjulaw.com)
Bryan Harrison, Esq. (bryan@harrison-law.org)
301 E. Colorado Boulevard, Suite 716
Pasadena, CA 91101

Brown, et al (BC642571)
(JCCP 4861)

Hausfeld
Bonny Sweeney, Esq.
(bsweeney@hausfeld.com)
600 Montgomery Street, Suite 3200
San Francisco, CA 94111

Joe, et al. (BC609526)
(JCCP 4861)

Hausfeld
Richard Lewis, Esq. (rlewis@hausfeld.com)
1700 K Street NW, Suite 650
Washington, DC 20006

Joe, et al. (BC609526)
(JCCP 4861)

Haysbert Moultrie LLP
Nazareth Haysbert, Esq.
(nazareth@haysbertmoultrie.com)
James Moultrie, III, Esq.
(james@hmlaw.la)
700 S Flower Street, Suite 1100
Los Angeles, CA 90017

Plaintiffs
(JCCP 4861)

Herzog, Yuhas, Ehrlich & Ardell LLC
Ian Herzog, Esq. (herzog@ix.netcom.com)
11400 West Olympic Boulevard, Suite 1150
Los Angeles, CA 90064

Figoff, et al. (BC637538)
(JCCP 4861)

Huang Ybarra Singer & May LLP Aaron May, Esq. (aaron.may@hysmlaw.com) Kevin Scott, Esq. (kevin.scott@hysmlaw.com) Joseph Ybarra, Esq. (joseph.ybarra@hysmlaw.com) 550 S. Hope Street, Suite 1850 Los Angeles, CA 90071	People of the State of California ex rel. South Coast Air Quality Mgmt. District (BC608322) *(JCCP 4861)*
Innabi Law Group Abdalla Innabi, Esq. (abdalla@innabi-lg.com) Amer Innabi, Esq. (amer@innabi-lg.com) 2500 E. Colorado Blvd., Suite 230 Pasadena, CA 91107	Farraj, et al. (BC610535) *(JCCP 4861)*
James A. Owen, Attorney at Law James Owen, Esq. (jamesaowenattorney@yahoo.com) 12400 Wilshire Blvd., Suite 400 Los Angeles, CA 90025	Kazanchian, et al. (BC611237) *(JCCP 4861)*
Johnson & Johnson LLP Neville Johnson, Esq. (njohnson@jjllplaw.com) Jordanna Thigpen, Esq. (jthigpen@jjllplaw.com) 439 North Canon Drive, Suite 200 Beverly Hills, CA 90210	Bradley, et al. (BC611620) Forger, et al. (BC611981) Keenan, et al. (BC609820) Warren, et al. (BC611552) *(JCCP 4861)*
JSG Law Group Julie Gerard, Esq. (julie@jsglawgroup.com) 603 W. Ojai Avenue, Suite F Ojai, CA 93023	Boyd, et al. (BC654707) Cooney, et al. (BC654352) *(JCCP 4861)*
Kabateck Brown Kellner LLP Brian Kabateck, Esq. (bsk@kbklawyers.com) Lina Melidonian, Esq. (lina@kbklawyers.com) Nicholas Moreno, Esq. (nrm@kbklawyers.com) 644 South Figueroa Street Los Angeles, CA 90017	Bolkins, et al. (BC604247) Gallegos, et al. (BC605860) Greene, et al. (BC604248) *(JCCP 4861)*

Kahn Roven, LLP Jonathan Roven, Esq. (jon@krinjurylaw.com) 1180 South Beverly Drive, Suite 610 Los Angeles, CA 90035	Bernard Levine, et al. (BC612967) *(JCCP 4861)*
Kahn Roven, LLP Robert Kahn, Esq. (robert@krinjurylaw.com) 5550 Topanga Canyon Boulevard, Suite 200 Woodland Hills, CA 91367	Bernard Levine, et al. (BC612967) *(JCCP 4861)*
Keller Rohrback, LLP Alison Chase, Esq. (achase@kellerrohrback.com) Khesrah Karmand, Esq. (kkarmand@kellerrohrback.com) Daniel Mensher, Esq. (dmensher@kellerrohrback.com) Matthew Preusch, Esq. (mpreusch@kellerrohrback.com) 801 Garden Street, Suite 301 Santa Barbara, CA 93101	McLaren, et al. (BC607685) *(JCCP 4861)*
Keller, Fishback & Jackson LLP Dan Bolton, Esq. (dbolton@kfjlegal.com) Farid Zakaria, Esq. (fzakaria@kfjlegal.com) 28720 Canwood Street, Suite 200 Agoura Hills, CA 91301	Gus Bolona, et al. (BC616237) *(JCCP 4861)*
Kennedy & Madonna, LLP Kevin Madonna, Esq. (kmadonna@kennedymadonna.com) 48 Dewitt Mills Road Hurley, NY 12443	Corell, et al. (BC605407) Gideon, et al. (BC605084) Haddad, et al. (BC605085) Katz, et al. (BC604099) Khanlian, et al. (BC605406) Lopez, et al. (BC605173) *(JCCP 4861)*
Kenneth T. Haan & Associates Kenneth Haan, Esq. (kthaan@haanlaw.com) Kenneth Levine, Esq. (kenlevine@haanlaw.com) 3699 Wilshire Blvd. Suite 860 Los Angeles, CA 90010	Kim, et al. (BC609289) Kim, et al. (BC611846) Kye, et al. (BC611845) Lee, et al. (BC606427) Park, et al. (BC609288) Song, et al. (BC608950) *(JCCP 4861)*

Keosian Berberian LLP
Anthony Hamassian, Esq.
(ahamassian@kblawyers.com)
Harout Keosian, Esq.
(hkeosian@kblawyers.com)
Zareh Keosian, Esq.
(zkeosian@kblawyers.com)
Eileen Keusseyan, Esq.
(eileen@keusseyanlaw.com)
Melkon Melkonian, Esq.
(mmelkonian@kblawyers.com)
16530 Ventura Boulevard, Suite 555
Encino, CA 91436

Amy Winick, et al. (BC621546)
(JCCP 4861)

Khach Law Group, PC
Anita Khachikyan, Esq.
(ak@khachlaw.com)
126 S. Jackson Street, Suite 203
Glendale, CA 91205

Kochar, et al. (BC636745)
(JCCP 4861)

Khorshidi Law Firm, APC
Omid Khorshidi, Esq.
(omid@khorshidilaw.com)
8822 W. Olympic Blvd.
Beverly Hills, CA 90211
Phone: (310) 273-2211
Fax: (310) 273-2240

Mears, et al. (BC610832)
Wang, et al. (BC610826)
(JCCP 4861)

Kiesel Law LLP
Mariana Aroditis, Esq. (aroditis@kiesel.law)
Paul Kiesel, Esq. (kiesel@kiesel.law)
Matt Young, Esq. (young@kiesel.law)
Helen Zukin, Esq. (zukin@kiesel.law)
8648 Wilshire Boulevard
Beverly Hills, CA 90211
Phone: (310) 854-4444
Fax: (310) 854-0812

Liaison Counsel
Plaintiffs Liaison Counsel
JCCP 4861)

Kirtland & Packard LLP
Heather Baker, Esq.
(hmb@kirtlandpackard.com)
Michael Kelly, Esq.
(mlk@kirtlandpackard.com)
Behram Parekh, Esq.
(bvp@kirtlandpackard.com)
2041 Rosecrans Avenue, Third Floor
El Segundo, CA 90245

Berger, et al. (BC610888)
Larios, et al. (BC607347)
(JCCP 4861)

KJT Law Group, LLP
Caspar Jivalagian, Esq.
(caspar@kjtlawgroup.com)
Vache Thomassian, Esq.
(vache@kjtlawgroup.com)
230 N. Maryland Avenue, Suite 306
Glendale, CA 91206

Kaloustian, et al. (BC612191)
(JCCP 4861)

Knapp Petersen & Clarke
Andre Jardini, Esq. (aej@kpclegal.com)
K.L. Myles, Esq. (klm@kpclegal.com)
550 N. Brand Blvd., Suite 1500
Glendale, CA 91203

Butcher, et al. (BC605190)
(JCCP 4861)

Knox Ricksen LLP
Thomas Fraysse, Esq.
(tef@knoxricksen.com)
Angelica Zarbanal, Esq.
(aaz@knoxricksen.com)
888 West 6th Street, 9th Floor
Los Angeles, CA 90017-2735

Carlos Gomollon, et al. (BC620921)
(JCCP 4861)

Knox Ricksen LLP
Maisie Sokolove, Esq.
(mcs@knoxricksen.com)
2033 N. Main Street, Suite 340
Walnut Creek, CA 94596
Phone: (925) 433-2500
Fax: (925) 433-2505

Carlos Gomollon, et al. (BC620921)
(JCCP 4861)

Kraft, Miles & Miller, LLP
Sophie Haimof, Esq.
(sophie@kraftlawoffices.com)
Marcia Kraft, Esq.
(marcia@kraftlawoffices.com)
6355 Topanga Canyon Blvd., Suite 419
Woodland Hills, CA 91367

Terri Peckinpaugh, et al. (BC617675)
(JCCP 4861)

Langberg Law
Marlyssa Langberg, Esq.
(info@langberglaw.com)
2629 Townsgate Road, Suite 235
Westlake Village, CA 91361

Spiers, et al. (BC653731)
(JCCP 4861)

Law Office of Alvin S. Tobias
Alvin Tobias, Esq.
(alvin.tobias13@gmail.com)
20355 Hawthorne Blvd., 2nd Floor
Torrance, CA 90504

Mickool, et al. (BC638624)
(JCCP 4861)

Law Office of Barry Fischer
Barry Fischer, Esq.
(bfischer@bfischerlaw.com)
2412 Beverwil Drive
Los Angeles, CA 90034

Steven Turchinsky, et al.
(BC617490)
(JCCP 4861)

Law Office of Brian W. Toppila
Han Lee, Esq. (han@toppilaw.com)
Brian Toppila, Esq. (briantoppila@aol.com)
3600 Wilshire Blvd., Suite 1008
Los Angeles, CA 90010

Chon, et al. (BC612269)
(JCCP 4861)

Law Office of Ramtin Sadighim
Ramtin Sadighim, Esq.
(ramtin@sadighimlaw.com)
18607 Ventura Blvd., Suite 200
Tarzana, CA 91356

Naaman, et al. (BC603747)
(JCCP 4861)

Law Office of Randall M. Awad
Randall Awad, Esq. (mail@randyawad.com)
13701 Riverside Drive, Suite 410
Sherman Oaks, CA 91356

Naaman, et al. (BC603747)
(JCCP 4861)

Law Offices of Alan Himmelfarb
Alan Himmelfarb, Esq.
(consumerlaw1@earthlink.net)
80 W. Sierra Madre Blvd., Suite 304
Sierra Madre, CA 91024

Polonsky, et al. (BC606736)
(JCCP 4861)

Law Offices of Alex Cha & Associates
Alex Cha, Esq. (alex@alexchalaw.com)
J. Edward Kim, Esq.
(edward@alexchalaw.com)
3435 Wilshire Blvd., Suite 2700
Los Angeles, CA 90010

Kim, et al. (BC637503)
(JCCP 4861)

Law Offices of Alexander M. Schack
Alexander Schack, Esq.
(alexschack@amslawoffice.com)
16870 W Bernardo Drive, Suite 400
San Diego, CA 92127

Ash, et al. (BC612570)
(JCCP 4861)

Law Offices of Barbara M. Sharp
Barbara Sharp, Esq.
(bsharp7@earthlink.net)
2006 Marshallfield, Suite B
Redondo Beach, CA 90278

Marie Raia (BC631251)
(JCCP 4861)

Law Offices of George J. Shalhoub
George Shalhoub, Esq.
(shalhoublaw@yahoo.com)
5187 Chimineas Avenue
Tarzana, CA 91356

Afram, et al. (BC639489)
Haddad, et.al. (BC639302)
Hayek, et al. (16K13672)
Saaib, et al. (BC639255)
Sahnoune, et al. (BC639300)
(JCCP 4861)

Law Offices of Gerald S. Ohn, APC
Gerald Ohn, Esq. (gerald@ohnlaw.com)
1875 Century Park East, Suite 700
Los Angeles, CA 90067

Kim, et al. (BC637503)
(JCCP 4861)

Law Offices of Haig B. Kazandjian
Haig Kazandjian, Esq.
(haig@hbklawyers.com)
801 N. Brand Boulevard, Suite 970
Glendale, CA 91205

Caro DeGuzman, et al. (BC614029)
(JCCP 4861)

Law Offices of Lisa Holder
Lisa Holder, Esq. (lisaholder@yahoo.com)
P.O. Box 65694
Los Angeles, CA 90065

Jackson, et al. (BC644384)
(JCCP 4861)

Law Offices of Ma. Rita S. Vesagas, APC
Rita Vesagas, Esq. (rita@vesagaslaw.com)
8383 Wilshire Boulevard, Suite 830
Beverly Hills, CA 90211

Vesagas, et al. (BC645213)
(JCCP 4861)

Law Offices of Michael E. Reznick
Michael Reznick, Esq. (reznagoura@aol.com)
283 Ocho Rios Way
Oak Park, CA 91377

Reznick, et al. (BC608575)
(JCCP 4861)

Law Offices of Natalya Vartapetova
Natalya Vartapetova, Esq.
(nvarta@yahoo.com)
3940 Laurel Canyon Blvd., Suite 1038
Studio City, CA 91604

Akashyan, et al. (BC641800)
(JCCP 4861)

Law Offices of Paul Aghabala & Associates, Inc. P. Paul Aghabala, Esq. (paul@aghabalalaw.com) Natali Shabani, Esq. (natali@aghabalalaw.com) Ani Shagvaladyan, Esq. (ani@aghabalalaw.com) 15315 Magnolia Blvd., Suite 426 Sherman Oaks, CA 91403	Aprahamian, et al. (BC633971) *(JCCP 4861)*
Law Offices of Richard M. Foster David Euredjian, Esq. (david@rmflaw.com) Richard Foster, Esq. (richard@rmflaw.com) 5429 Cahuenga Boulevard North Hollywood, CA 91601	Bullinger, et al. (BC638352) *(JCCP 4861)*
Law Offices of Robert S. Scuderi Robert Scuderi, Esq. (lawofficesofrss@gmail.com) 15315 Magnolia Boulevard, Suite 430 Sherman Oaks, CA 914038	Hansen, et al. (BC647330) *(JCCP 4861)*
Law Offices of Roya Mohammadi Roya Mohammadi, Esq. (royamohammadi@aol.com) 9420 Reseda Blvd., Suite #414 Northridge, CA 91324	Mortaza, et al. (BC638319) *(JCCP 4861)*
Law Offices of Sahag Majarian II Sahag Majarian II, Esq. (sahagii@aol.com) 18250 Ventura Boulevard Tarzana, CA 91356	Bhardwaj, et al. (BC609189) Century Auto Repair, Inc. (BC609370) SoCal Hoops Basketball Academy Corporation, et al. (37-2016-00000754-CU-TT-CTL) *(JCCP 4861)*
Law Offices of Scott Glovsky Ari Dybnis, Esq. (adybnis@scottglovskylaw.com) Scott Glovsky, Esq. (sglovsky@scottglovskylaw.com) 1100 East Green Street, Suite 200 Pasadena, CA 91106	Kitahara, et al. (BC612613) Rothman, et al. (BC607923) *(JCCP 4861)*

Law Offices of Steven R. Lovett
Steven Lovett, Esq.
(slovett@lovettlawusa.com)
21860 Burbank Boulevard, Suite 130
Woodland Hills, CA 91367

Michael J. Gaal, et al. (BC624391)
(JCCP 4861)

Law Offices of Thomas W. Falvey
Michael Boyamian, Esq.
(mike.falveylaw@gmail.com)
Thomas Falvey, Esq.
(thomaswfalvey@gmail.com)
Armand Kizirian, Esq.
(armand.falveylaw@gmail.com)
550 North Brand Boulevard, Suite 1500
Glendale, CA 91203

Butcher, et al. (BC605190)
(JCCP 4861)

Law Offices of Wayne McClean
Wayne McClean, Esq. (law@mcclean-law.com)
21650 Oxnard Street, Suite 1620
Woodland Hills, CA 91367

Chon, et al. (BC612269)
Violante, et al. (BC611551)
(JCCP 4861)

Law Offices of William S. Leonard, APLC
William Leonard, Esq. (wsllaw@yahoo.com)
16830 Ventura Boulevard, Suite 500
Encino, CA 91436

Chehata, et al. (BC644107)
(JCCP 4861)

Law Offices of Yeznik O. Kazandjian
Tsolik Kazandjian, Esq. (tsolik@yoklaw.com)
Yeznik Kazandjian, Esq.
(yeznik@yoklaw.com)
1010 North Central Ave., Suite 420
Glendale, CA 91202

Arutiunian, et al. (BC612394)
(JCCP 4861)

Lee & Associates, P.C.
Daniel Hoffman, Esq. (daniel@jyllaw.com)
3731 Wilshire Boulevard, Suite 300
Los Angeles, CA 90010

Yang Il Yi, et al. (BC622393)
(JCCP 4861)

Lexington Law Group
Abigail Blodgett, Esq.
(ablodgett@lexlawgroup.com)
Mark Todzo, Esq.
(mtodzo@lexlawgroup.com)
503 Divisadero Street
San Francisco, CA 94117

Kaloustian, et al. (BC612191)
(JCCP 4861)

Lieber & Lieber Law Group, LLP
Deborah Lieber, Esq.
(debby@lieberlawgroup.com)
Mark Lieber, Esq.
(mark@lieberlawgroup.com)
9301 Oakdale Avenue, Suite 310
Chatsworth, CA 91311

Anguiano, et al. (BC644106)
Chehata, et al. (BC644107)
(JCCP 4861)

Lieff Cabraser Heimann & Bernstein, LLP
Wilson Dunlavey, Esq.
(wdunlavey@lchb.com)
Sarah London, Esq. (slondon@lchb.com)
Robert Nelson, Esq. (rnelson@lchb.com)
275 Battery Street, 29th Floor
San Francisco, CA 94111

McLaren, et al. (BC607685)
Rabin, et al. (BC610555)
(JCCP 4861)

MacCarley & Rosen, PLC
Brianna Douzoglou, Esq.
(brianna@maccarley.com)
Mark MacCarley, Esq.
(mark@maccarley.com)
700 N. Brand Blvd., Suite 240
Glendale, CA 92103

Andranik Piliposyan, et al.
(BC621531)
Katrine Dautyan, et al. (BC621532)
(JCCP 4861)

Magnanimo & Dean, LLP
Lauren Dean, Esq.
(lauren@magdeanlaw.com)
Frank Magnanimo, Esq.
(frank@magdeanlaw.com)
Audrey Priolo, Esq.
(audrey@magdeanlaw.com)
21031 Ventura Blvd., Suite 803
Woodland Hills, CA 91367

Abernathy, et al. (BC641741)
Caudillo, et al. (BC641743)
Gangi, et al. (BC641740)
Jamal, et al. (BC641742)
Magnanimo, et al. (BC641744)
Norris, et al. (BC641745)
Priolo, et al. (BC641746)
Roberto, et al. (BC641737)
Song, et al. (BC641736)
Taylor, et al. (BC641747)
Tucker, et al. (BC641734)
Verdi, et al. (BC641735)
Washington, et al. (BC641739)
Xiong, et al. (BC641738)
(JCCP 4861)

Manning Manning & Luckenbacher
Sheri Manning, Esq.
(manning.luckenbacher@gmail.com)
21731 Ventura
Woodland Hills, CA 91364

Polonsky, et al. (BC606736)
(JCCP 4861)

McCune Wright LLP
Richard McCune, Esq.
(rdm@mccunewright.com)
David Wright, Esq.
(dcw@mccunewright.com)
3281 East Guasti Road, Suite 100
Ontario, CA 91761

William Gandsey, et al. (BC601844)
(JCCP 4861)

McNicholas & McNicholas, LLP
Nicholas Alexandroff, Esq.
(nsa@mcnicholaslaw.com)
Justin Eballar, Esq.
(jje@mcnicholaslaw.com)
Matthew McNicholas, Esq.
(msm@mcnicholaslaw.com)
10866 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90024

Karcauskas, et al. (BC604816)
Shahrin, et al. (BC604817)
Tan, et al. (BC604815)
(JCCP 4861)

Miller Barondess LLP
Jesse Bolling, Esq.
(jbolling@millerbarondess.com)
Mira Hashmall, Esq.
(mhashmall@millerbarondess.com)
Louis Miller, Esq.
(smiller@millerbarondess.com)
Amnon Siegel, Esq.
(asiegel@millerbarondess.com)
1999 Avenue of the Stars, Suite 1000
Los Angeles, CA 90067

The People of the State of California
(BC602973)
(JCCP 4861)

Milstein, Jackson, Fairchild & Wade, LLP
Marc Castaneda, Esq.
(mcastaneda@majfw.com)
Mayo Makarczyk, Esq.
(mmakarczyk@mjfwlaw.com)
Mark Milstein, Esq.
(mmilstein@mjfwlaw.com)
Gillian Wade, Esq. (gwade@majfw.com)
Blaine Wanke, Esq.
(bwanke@mjfwlaw.com)
10250 Constellation Boulevard, Suite 1400
Los Angeles, CA 90067

Alden, et al. (BC638032)
(JCCP 4861)

Morgan & Morgan
Frank Petosa, Esq.
(fpetosa@forthepeople.com)
Rene Rocha, III, Esq.
(rrocha@forthepeople.com)
600 North Pine Island Road, Suite 400
Plantation, FL 33324

Corell, et al. (BC605407)
Gideon, et al. (BC605084)
Haddad, et al. (BC605085)
Katz, et al. (BC604099)
Khanlian, et al. (BC605406)
Lopez, et al. (BC605173)
(JCCP 4861)

Morris Law Firm
Shane Greenberg, Esq.
(sgreenberg@jamlawyers.com)
James Morris, Esq.
(jmorris@jamlawyers.com)
6310 San Vicente Boulevard, Suite 360
Los Angeles, CA 90048

Aguilar, et al. (BC639317)
(JCCP 4861)

Navab Law
Kaveh Navab, Esq. (navablaw@gmail.com)
13160 Mindano Way, Suite 280
Marina Del Rey, CA 90290
Phone: (310) 826-1002

Jackson, et al. (BC644384)
(JCCP 4861)

Neil Anapol, Attorney at Law
Neil Anapol, Esq. (anapollaw@aol.com)
2550 Hollywood Way, Suite 202
Burbank, CA 91505

Charles Smith, et al. (BC616859)
(JCCP 4861)

Nezhad | Shayesteh
Matthew Nezhad, Esq.
(matt@nezhadlaw.com)
15233 Ventura Blvd., PH 10
Sherman Oaks, CA 91403

Andres, et al. (BC641846)
Arabian, et al. (BC641847)
Avedian, et al. (BC641848)
(JCCP 4861)

Office of the Attorney General
Liz Rumsey, Esq. (liz.rumsey@doj.ca.gov)
1515 Clay Street, 20th Floor
P.O. Box 70550
Oakland, CA 94612-0550

The People of the State of California (BC602973)
(JCCP 4861)

Office of the Attorney General
Sarah Morrison, Esq.
(sarah.morrison@doj.ca.gov)
Catherine Wieman, Esq.
(catherine.wieman@doj.ca.gov)
300 South Spring Street, Suite 1202
Los Angeles, CA 90013

The People of the State of California (BC602973)
(JCCP 4861)

Okorocha Firm
Okorie Okorocha, Esq.
(toxlawyer@gmail.com)
15303 Ventura Boulevard, Suite 901
Sherman Oaks, CA 91403

Akashyan, et al. (BC641800)
(JCCP 4861)

Ourfalian & Ourfalian
Benjamin Aydindzhyan, Esq.
(benjamin@ourfalianlaw.com)
Meghry Garabedian, Esq.
(meg@ourfalianlaw.com)
Rafi Ourfalian, Esq. (rafi@ourfalianlaw.com)
Sarkis Ourfalian, Esq.
(sarkis@ourfalianlaw.com)
Astghik Petoyan, Esq.
(astghik@ourfalianlaw.com)
Mitchell Velie, Esq.
(mitchell@ourfalianlaw.com)
700 N. Brand Blvd., Suite 1150
Glendale, CA 91203

Dolabjian, et al. (BC620843)
(JCCP 4861)

Owen, Patterson & Owen
Tamiko Herron, Esq.
(tamiko@owenpatterson.com)
Greg Owen, Esq. (greg@owenpatterson.com)
Susan Owen, Esq.
(susy@owenpatterson.com)
23822 W. Valencia Blvd., Suite 303
Valencia, CA 91355

Cupial, et al. (BC604592)
Nazari, et al. (BC604414)
SoCal Hoops Basketball Academy Corporation, et al. (37-2016-00000754-CU-TT-CTL)
(JCCP 4861)

Panish, Shea & Boyle LLP
Kevin Boyle, Esq. (boyle@psblaw.com)
Brian Panish, Esq. (panish@psblaw.com)
Rahul Ravipudi, Esq.
(ravipudi@psblaw.com)
11111 Santa Monica Boulevard, Suite 700
Los Angeles, CA 90025

Alba, et al. (BC606941)
Corell, et al. (BC605407)
Crump, et al. (BC607057)
Gideon, et al. (BC605084)
Haddad, et al. (BC605085)
Katz, et al. (BC604099)
Khanlian, et al. (BC605406)
Lopez, et al. (BC605173)
(JCCP 4861)

Parisi & Havens LLP
Suzanne Havens Beckman, Esq.
(shavens@parisihavens.com)
David Parisi, Esq.
(dcparisi@parisihavens.com)
212 Marine Street
Santa Monica, CA 90405

Polonsky, et al. (BC606736)
(JCCP 4861)

Parris Law Firm
Patricia Oliver, Esq.
(poliver@parrislawyers.com)
R. Rex Parris, Esq.
(rrparris@parrislawyers.com)
43364 10th Street West
Lancaster, CA 93534

Alba, et al. (BC606941)
Corell, et al. (BC605407)
Crump, et al. (BC607057)
Gideon, et al. (BC605084)
Haddad, et al. (BC605085)
Katz, et al. (BC604099)
Khanlian, et al. (BC605406)
Lopez, et al. (BC605173)
Saab, et al. (BC608037)
Shapiro, et al. (BC602866)
(JCCP 4861)

Pettis Zimmer LLP
Jim Pettis, Esq.
(jimpettis@pettiszimmer.com)
550 South Hope Street, Suite 750
Los Angeles, CA 90071

Ko, et al. (BC615877)
(JCCP 4861)

R. Randall Gottlieb, Attorney at Law
R. Randall Gottlieb, Esq. (rrglaw@aol.com)
13636 Ventura Blvd., Suite 479
Sherman Oaks, CA 91423

Tapia, et al. (BC610652)
(JCCP 4861)

Rapkin & Associates, LLP
Michael Rapkin, Esq.
(msrapkin@gmail.com)
Scott Rapkin, Esq.
(scottrapkin@rapkinesq.com)
11543 Olympic Boulevard, 2nd Floor
Los Angeles, CA 90064

Chon, et al. (BC612269)
Violante, et al. (BC611551)
(JCCP 4861)

Redefine Law Firm, Inc.
Babak Lalezari, Esq.
(blalezari@redefinelawfirm.com)
6399 Wilshire Blvd., Suite 901
Los Angeles, CA 90048

Martin Balabegians, et al.
(BC616541)
(JCCP 4861)

Rogers & Harris
Michael Harris, Esq.
(rogersharris1@verizon.net)
520 S. Sepulveda Blvd., Suite 204
Los Angeles, CA 90049

Hakim, et al. (BC614410)
(JCCP 4861)

Rose, Klein & Marias, LLP
William Grewe, Esq. (w.grewe@rkmlaw.net)
877 S. Victoria Ave., Suite 205
Ventura, CA 93003

Croutch, et al. (BC613813)
(JCCP 4861)

Rose, Klein & Marias, LLP
Amelia Steelhead, Esq.
(a.steelhead@rkmlaw.net)
801 S. Grand Avenue, 11th Floor
Los Angeles, CA 90017

Croutch, et al. (BC613813)
(JCCP 4861)

Ryu Law Firm
Mindy Bae, Esq. (mindy@ryulaw.com)
Jennifer Koo, Esq.
(jenniferkoo@ryulaw.com)
Francis Ryu, Esq. (francis@ryulaw.com)
5900 Wilshire Blvd., Suite 2250
Los Angeles, CA 90036

Lee, et al. (BC630021)
(JCCP 4861)

Sanders Phillips Grossman, LLC
Mark Diao, Esq.
(mdiao@thesandersfirm.com)
Glenn Phillips, Esq.
(glenn@justiceforyou.com)
Jessica Vanden Brink, Esq.
(jvandenbrink@thesandersfirm.com)
2860 Michelle Drive, Suite 220
Irvine, CA 92606

Mandap, et al. (BC606555)
(JCCP 4861)

Sands & Associates
Kris Demirjian, Esq.
(kdemirjian@sandslaw.net)
Heleni Suydam, Esq.
(hsuydam@sandslaw.net)
232 N. Canon Dr., Floor 1
Beverly Hills, CA 90210

Garabedian, et al. (BC638197)
(JCCP 4861)

Schimmel & Parks
Michael Parks, Esq.
(mwparks@spattorneys.com)
Alan Schimmel, Esq.
(aischimmel@spattorneys.com)
15303 Ventura Boulevard, Suite 650
Sherman Oaks, CA 91403

Cupial, et al. (BC604592)
Nazari, et al. (BC604414)
(JCCP 4861)

Seki Nishimura & Watase LLP
Ashlee Clark, Esq. (aclark@snw-law.com)
Andrew Pongracz, Esq. (apongracz@snw-law.com)
600 Wilshire Boulevard, Suite 1250
Los Angeles, CA 90017

Cooke, et al. (BC616152)
(JCCP 4861)

SMS Law Group
Ardeshir Sarbaz, Esq.
(adisarbaz@yahoo.com)
7360 Santa Monica Blvd., Suite 200
West Hollywood, CA 90046

Anderson, et al. (BC612564)
Cerda, et al. (BC609535)
(JCCP 4861)

South Coast Air Quality Management District
Bayron Gilchrist, Esq.
(bgilchrist@aqmd.gov)
Nicholas Sanchez, Esq.
(nsanchez@aqmd.gov)
Kurt Wiese, Esq. (kwiese@aqmd.gov)
21865 Copley Drive
Diamond Bar, CA 91765

People of the State of California ex rel. South Coast Air Quality Mgmt. District (BC608322)
(JCCP 4861)

Southwest Legal Group
Jon Kim, Esq. (jkim@swlegalgrp.com)
Anthony Lopez, Esq. (tolopez@aol.com)
22440 Clarendon Street, Suite 200
Woodland Hills, CA 91367

Galvez, et al. (BC627186)
Shubert, et al (BC621720)
(JCCP 4861)

Steve Cooley & Associates
Steve Cooley, Esq.
(steve.cooley@stevecooley.com)
46-E Peninsula Center, Suite 419
Rolling Hills Estates, CA 90274

Ares, et al. (BC608931)
(JCCP 4861)

Steven Sandler, Attorney at Law
Steven Sandler, Esq. (steven@klsla.com)
7753 Densmore Avenue
Van Nuys, CA 91406

Plaintiffs
(JCCP 4861)

Stone | Dean LLP
Gregg Garfinkel, Esq.
(ggarfinkel@stonedeanlaw.com)
21600 Oxnard Street
Upper Lobby, Suite 200
Woodland Hills, CA 91367

Avrahamy, et al. (BC631502)
(JCCP 4861)

Suh Law Group, APC
Edward Suh, Esq.
(edward@suhnassoclaw.com)
Michael Suh, Esq.
(mksuhlawfirm@gmail.com)
3810 Wilshire Boulevard, Suite 1212
Los Angeles, CA 90010

Lee, et al. (BC612185)
(JCCP 4861)

The Kick Law Firm, APC
Taras Kick, Esq. (taras@kicklawfirm.com)
James Strenio, Esq.
(james@kicklawfirm.com)
201 Wilshire Boulevard, Suite 350
Santa Monica, CA 90401

Joe, et al. (BC609526)
William Gandsey, et al. (BC601844)
(JCCP 4861)

The Killino Firm, P.C.
Jeffrey Killino, Esq.
(jkillino@killinofirm.com)
1800 John F. Kennedy Blvd., Suite 1601
Philadelphia, PA 19103

Mungcal Jr., et al. (BC608539)
Suarez, et al. (BC608540)
(JCCP 4861)

The Kruger Law Firm
Stephen Blackburn, Esq.
(stephen.t.blackburn@gmail.com)
Jackie Rose Kruger, Esq.
(krugerlaw@thekrugerlawfirm.com)
Narek Postajian, Esq.
(np@thekrugerlawfirm.com)
485 South Robertson Boulevard, Suite 4
Beverly Hills, CA 90211

Adams, et al. (BC625751)
(JCCP 4861)

The Mandell Law Firm
Katherine Chung
(katherine@mandellaw.com)
Laurence Mandell, Esq.
(lmandell@mandellaw.com)
Robert Mandell, Esq. (rob@mandellaw.com)
Aslin Tutuyan, Esq. (aslin@mandellaw.com)
5950 Canoga Avenue, Suite 605
Woodland Hills, CA 91367

Achoyan, et al. (BC627795)
Almasyan, et al. (BC627639)
(JCCP 4861)

The Newell Law Firm
Felton Newell, Esq.
(felton@thenewelllawfirm.com)
12777 West Jefferson Blvd.
Building D, Suite 300
Playa Vista, CA 90066

Carsten Schwarz, et al. (BC613463)
(JCCP 4861)

The Vartazarian Law Firm
Steve Vartazarian, Esq. (steve@thevlf.com)
Matthew Whibley, Esq. (matt@thevlf.com)
15250 Ventura Blvd., Suite 505
Sherman Oaks, CA 91403

Naccachian, et al. (BC603602)
(JCCP 4861)

The Westmoreland Law Firm
Dominique Westmoreland, Esq.
(dwestmoreland@wml-law.com)
8549 Wilshire Blvd., Suite 494
Beverly Hills, CA 90211

Rajendran, et al. (BC625240)
(JCCP 4861)

Weitz & Luxenberg, P.C.
Robin Greenwald, Esq.
(rgreenwald@weitzlux.com)
Melinda Nokes, Esq.
(mnokes@weitzlux.com)
1880 Century Park East, Suite 700
Los Angeles, CA 90067

Alger, et al. (BC606844)
Allen, et al. (BC605892)
Barekatain, et al. (BC609917)
Castillo, et al. (BC604353)
(JCCP 4861)

Zinder Koch & McBratney
Jeffrey Zinder, Esq.
(jezinder@zkmlaw.com)
15455 San Fernando Mission Blvd.,
Suite 409
Mission Hills, CA 91345

Abernathy, et al. (BC641741)
Caudillo, et al. (BC641743)
Gangi, et al. (BC641740)
Jamal, et al. (BC641742)
Magnanimo, et al. (BC641744)
Norris, et al. (BC641745)
Priolo, et al. (BC641746)
Roberto, et al. (BC641737)
Song, et al. (BC641736)
Taylor, et al. (BC641747)
Tucker, et al. (BC641734)
Verdi, et al. (BC641735)
Washington, et al. (BC641739)
Xiong, et al. (BC641738)
(JCCP 4861)

SERVICE LIST B

COUNSEL OR ENTITY SERVED

The Hon. John Shepherd Wiley
Superior Court of California,
County of Los Angeles
Central Civil West Courthouse - Dept. 311
600 South Commonwealth Avenue
Los Angeles, CA 90005

Los Angeles County District Attorney's Office
211 West Temple Street, Suite 1200
Los Angeles, CA 90012

Stacy Choi 611 South Catalina Street #212 Los Angeles, CA 90005	Pro Per Plaintiff in *Choi v. Southern California Gas Company, et al.;* LASC, Limited Jurisdiction Case No. *16K00605*
Kyung Hee Kim 611 South Catalina Street #212 Los Angeles, CA 90005	Pro Per Plaintiff in *Kim v. Southern California Gas Company, et al.;* LASC, Limited Jurisdiction Case No. *15K15982*
Steven Wolfson, Esq. Law Offices of Steven Wolfson 4766 Park Granada Boulevard, Suite 208 Calabasas, CA 91302	Counsel for Plaintiffs in *Constantino v. Southern California Gas Company, et al.;* LASC, Case No. BC612705; and *Mulholland v. Southern California Gas Company, et al.;* LASC, Case No. BC618460

Dro Zarik Menassian Menassian Law Firm LLP 1615 W. Mines Avenue, Suite A1 Montebello, CA 90640	Counsel for Plaintiffs in *Menassian Holdings, LLC; et al. v. Southern California Gas Company, et al.* LASC Case No. PC056974 (Chatsworth)
Jesse S. Salas Law Office of Jesse S. Salas 1721 W. Fern Avenue Redlands, CA 92373	Counsel for Plaintiffs in *Steven Collis v. Sempra Energy, et al.*; LASC Case No. BC621933
James Benedetto Benedetto Law Group 2372 Morse Avenue, Suite 130 Irvine, CA 92614	Counsel for Plaintiffs in *John Carnevali, et al. v. Southern California Gas Company, et al.;* LASC Case No. BC642372
Arnel B. Jalbuena Law Offices of Arnel B. Jalbuena 3250 Wilshire Boulevard, Suite 2003 Los Angeles, CA 90010	Counsel for Plaintiffs in *Arbel B. Jalbuena, et al. v. Southern California Gas Company, et al.;* LASC Case No. BC645099
Garabed Kamarian Kamarian Law, Inc. 210 North Glenoaks Boulevard, Suite D Burbank, CA 91502	Counsel for Plaintiffs in *Avetis Altunyan , et al. v. Southern California Gas Company, et al.;* LASC Case No. BC644950
Robert D. Jarchi Ivan Puchalt Greene Broillet & Wheeler, LLP 100 Wilshire Boulevard, Suite 2100 Santa Monica, CA 90407-2131	Counsel for Plaintiffs in *John Eiker, et al. v. Southern California Gas Company, et al.;* LASC Case No. BC658473

Loren N. Meador Gurvitz, Marlowe & Ferris LLP 21800 Oxnard Street, Suite 1080 Warner Center Towers Woodland Hills, CA 91367	Counsel for Plaintiffs in *J. Scott Ferris, et al. v. Southern California Gas Company, et al.,* LASC Case No. BC659414
James A. Morris Shane Greenberg BRENT COON & ASSOCIATES 6310 San Vicente Boulevard, Suite 360 Los Angeles, CA 90048	Counsel for Plaintiffs in *Michael Kimler, et al. v. Southern California Gas Company, et al.,* LASC Case No. BC662247
Gene Shioda LAW OFFICES OF GENE H. SHIODA 5757 West Century Boulevard, Suite 700 Los Angeles, CA 90045	Counsel for Plaintiffs in *Jae Jo Lee, et al. v. Southern California Gas Company, et al.,* LASC Case No. BC661995

SERVICE LIST C

COUNSEL OR ENTITY SERVED:

California Court of Appeal
Second District
Ronald Reagan State Building
300 S. Spring St.
Los Angeles, CA 90013

Los Angeles Superior Court
600 Commonwealth Avenue
Los Angeles, CA 90005

Counsel for Respondent Southern California Gas Company
James J. Dragna
David L. Schrader
Yardena R. Zwang-Weissman
Morgan, Lewis, and Bockius LLP
300 South Grand Ave., 22nd Floor
Los Angeles, CA 90071-3132

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **Southern California Gas Company v. The Superior Court of Los Angeles County, First American Wholesale Lending Corporation et al.**
Case Number: **TEMP-DVLEH3Q7**
Lower Court Case Number:

1. At the time of service I was at least 18 years of age and not a party to this legal action.

2. My email address used to e-serve: **RNELSON@lchb.com**

3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

Filing Type	Document Title
PETITION FOR REVIEW (WITH ONE TIME FILING FEE)	Petition For Review

Service Recipients:

Person Served	Email Address	Type	Date / Time
Robert Nelson Lieff Cabraser Heimann & Bernstein, LLP 132797	RNELSON@lchb.com	e-Service	1/24/2018 6:43:38 PM
James Dragna Additional Service Recipients	jim.dragna@morganlewis.com	e-Service	1/24/2018 6:43:38 PM
Second District California Court of Appeal Additional Service Recipients	Ronald Reagan State Building, 300 S. Spring Street Los Angeles, CA 90013	Mail	1/24/2018 6:43:38 PM
Superior Court Los Angeles Additional Service Recipients	600 Commonwealth Avenue Los Angeles, CA 90005	Mail	1/24/2018 6:43:38 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

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

--
Date

/s/Robert Nelson
Signature

Nelson, Robert (132797)
Last Name, First Name (PNum)

Lieff Cabraser Heimann & Bernstein, LLP
Law Firm