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VIKTORIJA KARCAUSKAS, POVILAS KARCAUSKAS,  
NOJUS K., DOMANTAS K., AND DANIELIUS K.

CONFIRMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

DEC 18 2015

Sherri R. Carter, Executive Officer/Clerk  
By: Moses Soto, Deputy

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

VIKTORIJA KARCAUSKAS, an individual;  
POVILAS KARCAUSKAS, an individual;  
NOJUS K., a minor by and through his  
Guardian ad Litem, VIKTORIJA  
KARCAUSKAS; DOMANTAS K., a minor  
by and through his Guardian ad Litem,  
VIKTORIJA KARCAUSKAS, DANIELIUS  
K., a minor by and through his Guardian ad  
Litem, VIKTORIJA KARCAUSKAS

Plaintiffs,

vs.

SOUTHERN CALIFORNIA GAS  
COMPANY, a corporation; and SEMBRA  
ENERGY, a corporation; and DOES 1 through  
100.

Defendants.

Case No. **BC 6 04 8 1 6**

**COMPLAINT FOR DAMAGES**

1. NEGLIGENCE
2. STRICT LIABILITY –  
ULTRAHAZARDOUS  
ACTIVITY
3. PRIVATE NUISANCE
4. INVERSE CONDEMNATION
5. TRESPASS

**JURY TRIAL DEMANDED**

COMES NOW the Plaintiffs, individually, who request a trial by jury, and allege as  
follows:

**THE PARTIES**

1. At all relevant times, Plaintiff VIKTORIJA KARCAUSKAS (hereinafter  
“VIKTORIJA”) is a resident of the Porter Ranch neighborhood in the County of Los Angeles, State  
of California.

1           2.       At all relevant times, Plaintiff POVILAS KARCAUSKAS (hereinafter  
2 "POVILAS") is a resident of the Porter Ranch neighborhood in the County of Los Angeles, State  
3 of California.

4           3.       At all relevant times, Plaintiff NOJUS K., a minor, by and through Guardian ad  
5 Litem, VIKTORIJA KARCAUSKAS, was a resident of the Porter Ranch neighborhood, in the  
6 County of Los Angeles, State of California. NOJUS K. is the biological son of VIKTORIJA  
7 KARCAUSKAS.

8           4.       At all relevant times, Plaintiff DOMANTAS K., a minor, by and through Guardian  
9 ad Litem, VIKTORIJA KARCAUSKAS, was a resident of the Porter Ranch neighborhood, in the  
10 County of Los Angeles, State of California. DOMANTAS K. is the biological son of  
11 VIKTORIJA KARCAUSKAS.

12           5.       At all relevant times, Plaintiff DANIELIUS K., a minor, by and through Guardian  
13 ad Litem, VIKTORIJA KARCAUSKAS, was a resident of the Porter Ranch neighborhood, in the  
14 County of Los Angeles, State of California. DANIELIUS K. is the biological son of VIKTORIJA  
15 KARCAUSKAS.

16           6.       Plaintiffs are informed and believe and based thereon allege that Defendant  
17 SOUTHERN CALIFORNIA GAS COMPANY (hereinafter "SOCAL GAS") is, and at all times  
18 mentioned in this Complaint was, a corporation duly organized and existing under the laws of the  
19 State of California. SOCAL GAS is a company doing business in and throughout the State of  
20 California.

21           7.       Plaintiffs are informed and believe and based thereon allege that Defendant  
22 SEMPRA ENERGY (hereinafter "SEMPRA") is, and at all times mentioned in this Complaint  
23 was, a corporation duly organized and existing under the laws of the State of California. SEMPRA  
24 is a company doing business in and throughout the State of California. SEMPRA owns, operates,  
25 and manages SOCAL GAS as a subsidiary.

26           8.       The true names and capacities, whether individual, corporate, associate, or  
27 otherwise, of Defendants DOES 1 through 100, inclusive are unknown to Plaintiffs who therefore  
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1 sue such defendants by fictitious names, but will amend this Complaint to show their true names  
2 and capacities when same have been ascertained. Plaintiffs are informed and believe and thereon  
3 allege that each of the defendants designated herein as "DOE" is in some manner, and to some  
4 extent, legally responsible for the events and happenings herein referred to and caused injury and  
5 damage proximately thereby to Plaintiffs as herein alleged.

6 9. Plaintiffs are informed and believe and based thereon allege that at all times relevant  
7 herein, Defendant DOES 1 through 20 were the agents and employees of Defendant SOCAL GAS,  
8 and, in doing all of the things hereinafter mentioned, were acting within the scope of their authority  
9 and employment as such agents and employees and with the permission and consent of the SOCAL  
10 GAS.

11 10. Plaintiffs are informed and believe and based thereon allege that at all times relevant  
12 herein, Defendant DOES 21 through 40 were the agents and employees of Defendant SEMPRA,  
13 and, in doing all of the things hereinafter mentioned, were acting within the scope of their authority  
14 and employment as such agents and employees and with the permission and consent of the  
15 SEMPRA.

16 11. Plaintiffs are informed and believe and based thereon allege that at all times  
17 mentioned herein, each of the Defendants was the agent, servant, employee, and/or joint venturer  
18 of each of the remaining defendants and at all times, was acting within the course and/or scope of  
19 such employment, agency, service, or venture.

20 12. Plaintiffs are informed and believe and based thereon allege that at all times herein  
21 mentioned, each of the Defendants was the co-tortfeasor of each of the other Defendants and  
22 responsible for the total harm, damages and wrong suffered by the decedent and Plaintiffs, and  
23 each of them.

#### 24 GENERAL ALLEGATIONS

25 13. Defendant SOCAL GAS is the nation's largest natural gas distribution utility, and  
26 provides natural gas and related services the central and southern regions of the State of California.  
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28 14. At all relevant times, Defendant SOCAL GAS has owned, operated, maintained,

1 and managed the Aliso Canyon gas and oil storage facility (herein after "Aliso Canyon Facility") at  
2 12801 Tampa Ave. Los Angeles, California 91326, adjacent to the northernmost border of the  
3 neighborhood of Porter Ranch.

4 15. The Aliso Canyon Facility is one of the largest natural gas storage fields in the  
5 United States, with 115 wells and a capacity for 86 billion cubic feet of natural gas, located  
6 thousands of feet underground. The storage field is a depleted oil field that has been converted to  
7 store natural gas which is pumped and injected-in from sources including the Rocky Mountains.

8 16. Some time prior to October 23, 2015, a well at Defendant SOCAL GAS' Aliso  
9 Canyon Facility began to spew noxious odors, hazardous gases, chemicals, pollutants, and  
10 contaminants from at least one of its underground wells, due to a massive well failure and blowout.

11 17. Despite knowledge of the leak, Defendant SOCAL GAS refused to report the  
12 dangerous leak of noxious odors, hazardous gases, chemicals, pollutants, and contaminants to the  
13 appropriate governmental authorities or to the neighboring community of Porter Ranch.

14 18. On October 23, 2015, Defendant SOCAL GAS reported the foregoing leak to  
15 government regulatory agencies, but not local residents, that it detected an uncontrolled flow of  
16 fluids and gas from a storage well at the Aliso Canyon Facility.

17 19. Defendant SOCAL GAS failed to timely report the gas leak to regulatory agencies  
18 and neighboring communities susceptible to fallout from the leak, including the Porter Ranch  
19 neighborhood.

20 20. Defendant SOCAL GAS failed to inform residents of neighboring communities,  
21 such as Porter Ranch, of the disastrous gas leak, putting the health and well-being of thousands of  
22 families in jeopardy.

23 21. When Defendant SOCAL GAS did inform residents of Porter Ranch regarding the  
24 gas leak, those residents were intentionally misinformed regarding the extent of exposure and risks  
25 from such exposure to the chemicals and compounds found in the cloud of natural gas and  
26 additives engulfing their neighborhood.  
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1           22.     The natural gas erupting from Defendant SOCAL GAS' Aliso Canyon Facility is  
2 composed primarily of methane. However, mercaptans, benzene, toluene, hydrogen sulfides, and  
3 sulfur dioxide were also all present in the toxic cloud.

4           23.     Mercaptans are flammable, putrid smelling compounds added to natural gas in order  
5 to provide a way to non-mechanically detect an otherwise colorless, odorless gas. According to the  
6 Center for Disease Control, Mercaptans are highly irritant to the eyes, skin, and upper respiratory  
7 tract and can cause headaches, dizziness, nausea, vomiting, coma, and death. Mercaptans are also  
8 denser than natural air, and as such, have easily flowed from the higher altitude Aliso Canyon  
9 Facility down into the lower altitude neighborhood of Porter Ranch, where they have settled.

10          24.     Benzene is a known carcinogen. Exposure to benzene can cause short term  
11 symptoms such as drowsiness, dizziness, headaches, and eye, skin, and respiratory tract infections.  
12 Long term exposure to benzene can cause blood disorders

13          25.     Toluene, is a dangerous gaseous chemical that can cause acute and chronic damage  
14 to the central nervous system, cause fatigue, sleepiness, headaches, and nausea.

15          26.     Methane is the primary element in natural gas. It is highly flammable, explosive,  
16 and is an asphyxiant that can displace oxygen.

17          27.     These gaseous chemicals and compounds are erupting from Defendant SOCAL  
18 GAS' Aliso Canyon Facility at a rate of approximately 50,000 kilograms (110,000 pounds) per  
19 hour. At that rate, the gas leak has currently released over a million metric tons (approximately  
20 two billion pounds) of natural gases into the atmosphere and Porter Ranch community.

21          28.     Out of concern for pilot safety, the Federal Aviation Administration has banned  
22 aircraft flights over Porter Ranch due to the gas leak until early next year. The no-fly zone spans a  
23 one-half mile diameter and extends 2,000 feet into the air.

24          29.     This rate of eruption stands to continue due to Defendant SOCAL GAS' continued  
25 replenishment of natural gases into the affected gas storage well.

26          30.     Porter Ranch, a community of 30,000 people, which is located approximately 0.5  
27 miles from the affected gas well at the Aliso Canyon Facility, has experienced toxic impacts from  
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1 the air contamination since the massive failure of the gas storage well.

2 31. Plaintiffs are all residents of the Porter Ranch community who will continue to be  
3 subject to the constantly replenished cloud of noxious odors, hazardous gases, chemicals,  
4 pollutants, and contaminants for several months, until Defendant SOCAL GAS is able to remedy  
5 the leak.

6 32. The failure of the well should have never happened, and the incredible duration of  
7 the crisis should have and would have been avoided had Defendant SOCAL GAS established and  
8 promptly implemented appropriate contingency plans for such an event.

9 33. Defendant SOCAL GAS negligently and with conscious disregard for the safety of  
10 others, delayed reporting of the disastrous leak, created the conditions which allowed the well to  
11 fail, and exacerbated the effects of that failure by its lack of preparedness for such a disaster.<sup>1</sup>

12 34. Plaintiffs have and continue to suffer physical, psychological, and emotional injuries  
13 due to Defendant SOCAL GAS' undertaking of an ultra-hazardous activity, as well as its  
14 negligence in operation, maintenance and repair of its facility, and its conscious disregard for the  
15 health and safety of others and the community at large.

16 35. Defendants SOCAL GAS, SEMPRA ENERGY, and DOES 1-100 have also caused  
17 Plaintiffs to experience physical ailments, including but not limited to nausea, pounding headaches,  
18 nosebleeds, vomiting, rashes, and paleness.

19 36. Plaintiffs also continue to experience emotional and psychological injuries as a  
20 result of Defendants' activities. This includes, but is not limited to, anxiety, panic attacks,  
21 depression, and concern for the health of themselves and all members of their household.

22 37. Due to Defendants SOCAL GAS, SEMPRA, and DOES 1-100's undertaking of an  
23 ultra-hazardous activity, as well as its negligence in operation, maintenance and repair of its  
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27 <sup>1</sup> Defendant SOCAL GAS exacerbated its own leak when it attempted to remedy the gas leak by filling the well bore  
28 with heavy brine and barite, which ended up causing further damage to the leaking well, increasing the volume of gas  
per day. Moreover, equipment necessary to permanently stop the leak was located in the Gulf of Mexico area, causing a  
delay of several days.

1 facility, and its conscious disregard for the health and safety of others and the community at large,  
2 Plaintiffs' lives were interrupted, and they were forced to relocate from their home until the noxious  
3 odors, hazardous gases, chemicals, pollutants, and contaminants from the Aliso Canyon Facility are  
4 contained.

5 38. Defendants SOCAL GAS, SEMPRA, and DOES 1-100's undertaking of an  
6 ultra-hazardous activity, negligence in operation, maintenance and repair of the Aliso Canyon  
7 Facility, and their conscious disregard for the health and safety of others has resulted in Plaintiffs  
8 being forced to relocate from their home because they cannot safely stay in their home while it is  
9 subject to the noxious odors, hazardous gases, chemicals, pollutants, and contaminants from the  
10 Aliso Canyon Facility.

11 39. As a result, Defendants SOCAL GAS and SEMPRA have temporarily relocated  
12 all five (5) Plaintiffs here, from their large, accommodating house to a two (2) bed hotel, bordering  
13 a noisy freeway, which lacks sleeping accommodations for Plaintiffs POVILAS and  
14 VIKTORIJA'S youngest child. The relocation hotel not only lacks proper accommodations and  
15 space, but was also improperly notified and prepared for Plaintiffs' arrival at its facility due to a  
16 lack of communication from SOCAL GAS, SEMPRA, and DOES 1-100 and their agents.

17 40. Plaintiffs continue to wait for Defendant SOCAL GAS and its agents to approve  
18 a lease for a proposed "long term" (3-6 month) relocation destination, where Plaintiffs will stay  
19 during the months that SOCAL GAS repairs its Aliso Canyon Facility.

20 41. Plaintiffs have been regularly and consistently exposed to the toxic gases  
21 released into the Porter Ranch community, experiencing, among many other things, the putrid  
22 smell of mercaptans inside and outside of their home, nausea, pounding headaches, nosebleeds,  
23 vomiting, rashes, and paleness. In addition, minor Plaintiffs' school is located dangerously close to  
24 the epicenter of the Aliso Canyon Facility gas leak, forcing their parents to choose between their  
25 children's health or education.

26 42. Defendants' create of and failure to abate the gas leak at the Aliso Canyon  
27 Facility has resulted in substantial impairment of Plaintiffs' use and enjoyment of their property as  
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1 well as personal injuries to each and every Plaintiff.

2 **FIRST CAUSE OF ACTION**

3 **NEGLIGENCE**

4 **(Against Defendants SOCAL GAS, SEMPRA, and DOES 1-100)**

5 43. Plaintiffs reallege and incorporate by reference every allegation contained in this  
6 Complaint as though set forth herein in full.

7 44. At all times mentioned herein, Defendants SOCAL GAS, SEMPRA, and DOES  
8 1 through 100, inclusive, and each of them, owned, constructed, operated, managed, and  
9 maintained the Aliso Canyon Facility, a facility storing copious amounts of natural gas with  
10 noxious odors, hazardous gases, chemicals, pollutants, and contaminants, in underground storage  
11 wells.

12 45. At all times mentioned herein, Defendants SOCAL GAS, SEMPRA, and DOES  
13 1 through 100 owed multiple duties to Plaintiffs to use reasonable care in owning, constructing,  
14 operating, managing, and maintaining its storage wells at the Aliso Canyon Facility.

15 46. Defendants SOCAL GAS, SEMPRA, and DOES 1 through 100, inclusive, and  
16 each of them, by and through their officers, directors, employees and/or managing agents, breached  
17 their duty by negligently, carelessly, or recklessly owning, constructing, operating, managing, and  
18 maintaining the natural gas storage wells at the Aliso Canyon Facility. This negligence,  
19 carelessness, or recklessness directly and proximately caused leaks, eruptions, releases, emissions,  
20 and migration of noxious odors, hazardous gases, chemicals, pollutants, and contaminants into  
21 Plaintiffs' land, home, and person.

22 47. Said breach of duty by Defendants SOCAL GAS, SEMPRA, and DOES 1  
23 through 100, inclusive, and each of them, by and through their officers, directors, employees and/or  
24 managing agents, also directly and proximately caused increased concentrations of noxious odors,  
25 hazardous gases, chemicals, pollutants, and contaminants on Plaintiffs' land and person to such an  
26 extent that Plaintiffs have suffered personal and property injuries.  
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1           48.       The past, present, and ongoing injuries to Plaintiffs, which are, were, and will be  
2 directly and proximately caused by Defendants SOCAL GAS, SEMPRA, and DOES 1 through  
3 100, inclusive, and each of them, by and through their officers, directors, employees and/or  
4 managing agents, include polluted land and air in and around Plaintiffs' property; diminution in the  
5 value of Plaintiffs' property; and adverse health effects to Plaintiffs, including but not limited to  
6 dizziness, nausea, drowsiness, headaches, nose bleeds, paleness, rashes, and vomiting.

7           49.       Defendants SOCAL GAS, SEMPRA, and DOES 1 through 100, inclusive, and  
8 each of them, by and through their officers, directors, employees and/or managing agents continue  
9 to act negligently, carelessly, and recklessly in their management, construction, maintenance,  
10 mitigation, and repair of the gas storage well leak through, among other things, their conduct  
11 causing the gas leak, failure to truthfully inform Plaintiffs and all residents of Porter Ranch  
12 regarding the nature and extent of the natural gas leak and its effects, lack of diligence in effecting  
13 safety measures, and delays in making permanent repairs to the leaking natural gas well at the  
14 Aliso Canyon Facility.

15                               **SECOND CAUSE OF ACTION**

16                               **STRICT LIABILITY – ULTRAHAZARDOUS ACTIVITY**

17                               **(Against Defendants SOCAL GAS, SEMPRA, and DOES 1-100)**

18           50.       Plaintiffs reallege and incorporate by reference every allegation contained in this  
19 Complaint as though set forth herein in full.

20           51.       In owning, constructing, operating, managing, and maintaining the Aliso Canyon  
21 Facility, a facility storing copious amounts of flammable, explosive natural gas with noxious odors,  
22 hazardous gases, chemicals, pollutants, and contaminants, in underground storage wells in close  
23 proximity to a residential housing development, Defendants SOCAL GAS, SEMPRA, and DOES  
24 1-100, were engaged in an ultrahazardous activity.

25           52.       Defendants SOCAL GAS, SEMPRA, and DOES 1-100's business of storing,  
26 using, receiving, and providing natural gas with noxious odors, hazardous gases, chemicals,  
27 pollutants, and contaminants to others is inherently and unavoidably dangerous in that its very  
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1 nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive  
2 qualities. These and all risks associated with SOCAL GAS, SEMPRA, and DOES 1-100's business  
3 persist despite due care due to the aforesaid flammable and toxic nature of natural gas storage.

4 53. Engaging in the foregoing ultrahazardous activity has caused leaks, eruptions,  
5 releases, emissions, and migration of noxious odors, hazardous gases, chemicals, pollutants, and  
6 contaminants into Plaintiffs' land, home, and person, resulting in injury to Plaintiffs' property,  
7 person, and business.

8 54. The past, present, and ongoing injuries to Plaintiffs, which are, were, and will be,  
9 directly and proximately caused by Defendants SOCAL GAS, SEMPRA, and DOES 1 through  
10 100, inclusive, and each of them, by and through their officers, directors, employees and/or  
11 managing agents, include polluted land and air in and around Plaintiffs' property; diminution in the  
12 value of Plaintiffs' property; and adverse health effects to Plaintiffs, including but not limited to  
13 dizziness, nausea, drowsiness, headaches, nose bleeds, paleness, rashes, and vomiting.

14 55. Defendants SOCAL GAS, SEMPRA, and DOES 1 through 100, inclusive, and  
15 each of them, by and through their officers, directors, employees and/or managing agents continue  
16 to injure Plaintiffs by their failure to truthfully inform Plaintiffs and all residents of Porter Ranch  
17 regarding the nature and extent of the natural gas leak and its effects, lack of diligence in effecting  
18 safety measures, and delays in making permanent repairs to the leaking natural gas well at the  
19 Aliso Canyon Facility.

20 56. Defendants SOCAL GAS, SEMPRA, and DOES 1-100's actions resulted in the  
21 pollution of air, and deprived Plaintiffs of their ability to live in their home free of health problems.  
22 Defendants SOCAL GAS, SEMPRA, and DOES 1-100 took these actions with a willful,  
23 conscious, disregard for the rights and safety of Plaintiffs' and their community, amounting to  
24 oppression, fraud, or malice. Plaintiffs should therefore be awarded punitive and exemplary  
25 damages under Civil Code section 3294 sufficient to punish Defendants for engaging in this  
26 conduct and to deter similar conduct in the future.  
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57. In addition, Plaintiffs should be awarded attorney's fees under Code of Civil Procedure 1021.5 because the successful prosecution of this action will confer a significant benefit, both pecuniary and non-pecuniary, on the general public by abating environmental harm and preventing future harm to residents of Porter Ranch and communities across the State of California. Further, the necessity and financial burden of private enforcement makes such an award appropriate as the litigation is not economically feasible or viable for Plaintiffs to pursue on their own at their own expense, and such fees should not, in the interest of justice, be paid out of the recovery, if any.

### THIRD CAUSE OF ACTION

## PRIVATE NUISANCE

**(Against Defendants SOCAL GAS, SEMPRA, and DOES 1-100)**

58. Plaintiffs reallege and incorporate by reference every allegation contained in this Complaint as though set forth in full herein.

59. In the course of owning, constructing, operating, managing, and maintaining the Aliso Canyon Facility, a facility storing copious amounts of natural gas with noxious odors, hazardous gases, chemicals, pollutants, and contaminants, in underground storage wells, Defendants SOCAL GAS, SEMPRA, and DOES 1-100 created a condition that is injurious to the health of all Plaintiffs and indecent and offensive to the senses, which also obstructs and interferes with the comfortable enjoyment of life and property in such a way that Plaintiffs have suffered diminution in value of their property, and every Plaintiffs' health is in jeopardy simply by being present in their home.

60. The gravitas of the foregoing damage caused to Plaintiffs' property and person is beyond what a reasonable person can expect another to bear, even in light of the social utility of storing and providing natural gas.

61. The interference caused by Defendants SOCAL GAS, SEMPRA, and DOES 1-100 is to such a degree that it substantially annoys and disturbs Plaintiffs as well as all residents of the Porter Ranch neighborhood. Defendants SOCAL GAS, SEMPRA, and DOES 1-100's conduct

1 approximately 0.5 miles away from Plaintiffs' neighborhood has caused significant and substantial  
2 diminution in the value of Plaintiffs' property; short and long term negative health effects  
3 including, but not limited to, dizziness, nausea, drowsiness, pounding headaches, nose bleeds,  
4 paleness, rashes, and vomiting by creating a toxic cloud of noxious odors, hazardous gases,  
5 chemicals, pollutants, and contaminants from the gas leak at their Aliso Canyon Facility that now  
6 pours over the Porter Ranch neighborhood.

7 62. Defendants SOCAL GAS, SEMPRA, and DOES 1-100's actions resulted in the  
8 pollution of air, and deprived Plaintiffs of their ability to live in their home free of health problems.  
9 Defendants SOCAL GAS, SEMPRA, and DOES 1-100 took these actions with a willful and  
10 conscious disregard for the rights and safety of Plaintiffs' and their community, amounting to  
11 oppression, fraud, or malice. Plaintiffs should therefore be awarded punitive and exemplary  
12 damages under Civil Code section 3294 sufficient to punish Defendants for engaging in this  
13 conduct and to deter similar conduct in the future.

14 63. In addition, Plaintiffs should be awarded attorney's fees under Code of Civil  
15 Procedure 1021.5 because the successful prosecution of this action will confer a significant benefit,  
16 both pecuniary and non-pecuniary, on the general public by abating environmental harm and  
17 preventing future harm to residents of Porter Ranch and communities across the State of California.  
18 Further, the necessity and financial burden of private enforcement makes such an award  
19 appropriate as the litigation is not economically feasible or viable for Plaintiffs to pursue on their  
20 own at their own expense, and such fees should not, in the interest of justice, be paid out of the  
21 recovery, if any.

#### 22 **FOURTH CAUSE OF ACTION**

#### 23 **INVERSE CONDEMNATION**

24 **(Against Defendants SOCAL GAS, SEMPRA, and DOES 1-100)**

25 64. Plaintiffs reallege and incorporate by reference every allegation contained in this  
26 Complaint as though set forth in full herein.  
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1           65.       Article I, Section 19 of the California Constitution provides the basis for  
2 recovery against government entities and public utilities via the theory of inverse condemnation  
3 when private property is taken or damaged for a public use without just compensation to the owner.

4           66.       Defendants SOCAL GAS, SEMPRA, and DOES 1-100 are in the business of  
5 providing natural gas utility services to consumers in Central and Southern California.

6           67.       Defendants SOCAL GAS, SEMPRA, and DOES 1-100's collection and  
7 transmission of copious amounts of natural gas with noxious odors, hazardous gases, chemicals,  
8 pollutants, and contaminants at the Aliso Canyon Facility for purposes of serving the public with  
9 natural gas is a public use.

10          68.       As a result of Defendant SOCAL GAS, SEMPRA, and DOES 1-100's collection  
11 and transmission of natural gas at Aliso Canyon Facility, Defendants have intentionally, recklessly,  
12 willfully, negligently, or as the result of engaging in an ultra-hazardous activity, caused dangerous  
13 levels of noxious odors, hazardous gases, chemicals, pollutants, and contaminants to enter onto and  
14 into Plaintiffs' real property. Consequently, Defendants' actions are the direct and proximate cause  
15 of the physical damage to Plaintiffs' property that has rendered said property valueless and  
16 virtually unusable.

17          69.       The acts and omissions of Defendants SOCAL GAS, SEMPRA, and DOES 1-100  
18 constitute a physical invasion of Plaintiffs' real property for a public use, placing a burden on  
19 Plaintiffs that is direct, substantial, and peculiar to the property itself.

20          70.       The exorbitant amount of interference that Defendants SOCAL GAS, SEMPRA,  
21 and DOES 1-100 have caused to Plaintiffs' property amounts to a taking of said property without  
22 lawful authority and without formal exercise of the power of eminent domain, resulting in inverse  
23 condemnation.  
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**FIFTH CAUSE OF ACTION**

**TRESPASS**

**(Against Defendants SOCAL GAS, SEMPRA, and DOES 1-100)**

71. Plaintiffs reallege and incorporate by reference every allegation contained in this Complaint as though set forth in full herein.

72. In Defendant SOCAL GAS, SEMPRA, and DOES 1-100's construction, operation, management, and maintenance of the Aliso Canyon Facility, Defendants intentionally, recklessly, willfully, negligently, or as the result of engaging in an extra-hazardous activity, caused dangerous levels of noxious odors, hazardous gases, chemicals, pollutants, and contaminants to enter onto Plaintiffs' property by leaks, releases, emissions, and migration from the Aliso Canyon Facility.

73. Plaintiffs did not give permission for this entry.

74. Plaintiffs suffered harm from Defendants SOCAL GAS, SEMPRA, and DOES 1-100's conduct, including, but not limited to, polluted land and air in and around Plaintiffs' property; diminution in the value of Plaintiffs' property; and adverse health effects to Plaintiffs, including but not limited to dizziness, nausea, drowsiness, headaches, nose bleeds, paleness, rashes, and vomiting.

75. Defendants SOCAL GAS, SEMPRA, and DOES 1-100's actions were a substantial factor in causing the harm to Plaintiffs as there were no other independent causes of the trespass onto Plaintiffs' property.

76. Defendants SOCAL GAS, SEMPRA, and DOES 1-100's actions resulted in the pollution of air, and deprived Plaintiffs of their ability to live in their home free of health problems. Defendants SOCAL GAS, SEMPRA, and DOES 1-100 took these actions with a willful and conscious disregard for the rights and safety of Plaintiffs' and their community, amounting to oppression, fraud, or malice. Plaintiffs should therefore be awarded punitive and exemplary damages under Civil Code section 3294 sufficient to punish Defendants for engaging in this conduct and to deter similar conduct in the future.

77. In addition, Plaintiffs should be awarded attorney's fees under Code of Civil

1 Procedure 1021.5 because the successful prosecution of this action will confer a significant benefit,  
2 both pecuniary and non-pecuniary, on the general public by abating environmental harm and  
3 preventing future harm to residents of Porter Ranch and communities across the State of California.  
4 Further, the necessity and financial burden of private enforcement makes such an award  
5 appropriate as the litigation is not economically feasible or viable for Plaintiffs to pursue on their  
6 own at their own expense, and such fees should not, in the interest of justice, be paid out of the  
7 recovery, if any.

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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs VIKTORIJA KARCAUSKAS, POVILAS KARCAUSKAS, NOJUS K., DOMANTAS K., AND DANIELIUS K. pray for the following damages and relief:

1. For general damages according to proof and in accordance with California *Code of Civil Procedure* section 425.10;
2. For special damages according to proof and in accordance with California *Code of Civil Procedure* section 425.10;
3. For punitive damages against Defendant SOCAL GAS, SEMPRA, and DOES 1 through 100, in an amount necessary to punish and/or set an example of said Defendants;
4. For costs of suit incurred herein;
5. For prejudgment interest, according to proof;
6. For reasonable attorneys' fees pursuant to California Code of Civil Procedure section 1021.5;
7. For all statutorily allowed damages; and
8. For such other relief as the Court may deem just and proper.

Dated: December 18, 2015

McNICHOLAS & McNICHOLAS, LLP

By: 

Matthew S. McNicholas

Justin J. Eballar

Attorneys for Plaintiffs

VIKTORIJA KARCAUSKAS; POVILAS  
KARCAUSKAS; NOJUS K., by and through  
his Guardian ad Litem, VIKTORIJA  
KARCAUSKAS; DOMANTAS K., by and  
through his Guardian ad Litem, VIKTORIJA  
KARCAUSKAS, and DANIELIUS K., by and  
through his Guardian ad Litem, VIKTORIJA  
KARCAUSKAS



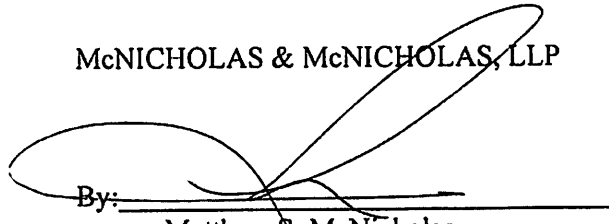
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**DEMAND FOR TRIAL BY JURY**

Plaintiffs VIKTORIJA KARCAUSKAS, POVILAS KARCAUSKAS, NOJUS K.,  
DOMANTAS K., AND DANIELIUS K. hereby demand trial of all causes by jury.

Dated: December 18, 2015

McNICHOLAS & McNICHOLAS, LLP



By: \_\_\_\_\_

Matthew S. McNicholas  
Justin J. Eballar  
Attorneys for Plaintiffs  
VIKTORIJA KARCAUSKAS; POVILAS  
KARCAUSKAS; NOJUS K., by and through  
his Guardian ad Litem, VIKTORIJA  
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through his Guardian ad Litem, VIKTORIJA  
KARCAUSKAS, and DANIELIUS K., by and  
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KARCAUSKAS