

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**



**FILED**

01/20/26

12:09 PM

C2502020

Qian Liu,

Complainant,

vs.

Southern California Gas Company (U904G),

Defendant.

C.25-02-020

**ANSWER OF SOUTHERN CALIFORNIA GAS COMPANY (U 904 G)  
TO THE AMENDED COMPLAINT OF QIAN LIU**

JEFFREY B. FOHRER

*Attorney for:*

**SOUTHERN CALIFORNIA GAS COMPANY**

555 West Fifth Street, 14<sup>TH</sup> Floor

Los Angeles, California 90013-1011

Telephone: (213) 244-3061

Facsimile: (213) 629-9620

E-mail: [jfohrer@socalgas.com](mailto:jfohrer@socalgas.com)

**Dated:** January 20, 2026

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

Qian Liu,

Complainant,

vs.

Southern California Gas Company (U904G),

Defendant.

C.25-02-020

**ANSWER OF SOUTHERN CALIFORNIA GAS COMPANY (U 904 G) TO  
THE AMENDED COMPLAINT OF QIAN LIU**

Pursuant to Rule 4.4 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), and the Administrative Law Judge’s December 23, 2025, Ruling, Southern California Gas Company (“SoCalGas”) files this Answer to the Amended Complaint of Qian Liu (“Liu”) (“Complaint”).

**I. ANSWER TO COMPLAINT**

SoCalGas hereby responds to each material allegation in the Complaint and sets forth new matters constituting defenses. SoCalGas answers these allegations on information and belief.

1. Answering Section F, Subsection I of the Complaint, SoCalGas denies the allegations in this paragraph.
2. Answering Section F, Subsection II of the Complaint, SoCalGas denies the allegations in this paragraph.
3. Answering Section F, Subsection III of the Complaint, SoCalGas denies the allegations in this paragraph.
4. Answering Section F, Subsection IV of the Complaint, SoCalGas denies the allegations in this paragraph.

## **II. DEFECTS IN THE COMPLAINT WHICH REQUIRE AMENDMENT OR CLARIFICATION**

SoCalGas is not aware of any defects in the Complaint which can be cured by amendment or clarification.

## **III. COMMENTS OR OBJECTIONS ON THE NEED FOR HEARING, ISSUES TO BE CONSIDERED, AND PROPOSED SCHEDULE**

The proposed schedule is inapt inasmuch as the dates suggested for a prehearing conference (July 24, 2025) and hearing (October 14, 2025) have already passed, and moreover, there has already been a prehearing conference and a status conference in this matter. However, SoCalGas defers to the Commission's scheduling selections for the prehearing conference and hearing (if necessary).

Notwithstanding, SoCalGas does not believe evidentiary hearings will be necessary as this Complaint can be resolved on the pleadings. The Complaint can be dispensed with by way of a motion to dismiss which SoCalGas intends to file on or before February 10, 2026.

## **IV. AFFIRMATIVE DEFENSES**

### **A. First Affirmative Defense: Failure to State a Claim**

The Complaint does not state facts sufficient to constitute any cause of action against SoCalGas.

### **B. Second Affirmative Defense: Compliance with All Applicable Tariffs, Rules, Regulations, and Laws**

Liu is barred from recovery because at all relevant times SoCalGas complied with all applicable tariffs, rules, regulations, and laws.

### **C. Third Affirmative Defense: Failure to Join Necessary or Indispensable Parties**

The Complaint is defective because it fails to name indispensable and necessary parties, without whom relief cannot be accorded among the named parties.

### **D. Fourth Affirmative Defense: Failure to Mitigate**

Liu failed to mitigate Liu's injury, if any.

### **E. Fifth Affirmative Defense: Proximate Intervening Cause**

Liu's injury, if any, was proximately caused in whole or in part by the intervening and superseding actions and/or inactions of Liu or some person or entity other than SoCalGas.

**F. Sixth Affirmative Defense: Consent**

Liu and/or Liu's agent(s) consented to and approved all of the acts and omissions of which it now complains. Accordingly, Liu is barred from pursuing this action.

**G. Seventh Affirmative Defense: California Public Utilities Code § 1702**

Liu fails to assert that SoCalGas has done, or failed to do, anything "in violation or claimed to be in violation, of any provision of law or of any order or rule of the commission." Thus, the Complaint is not authorized by Public Utilities Code § 1702.

**H. Eighth Affirmative Defense: Tariff Rules**

Liu is barred from recovery because SoCalGas complied with all applicable tariffs, rules, regulations, and laws. SoCalGas's Commission approved tariffs have "the force of law." (*Pacific Bell v. Public Utilities Com.* (2000) 79 Cal.App.4th 269, 273–274; see also *Dyke Water Co. v. Public Utilities Com.* (1961) 56 Cal.2d 105, 123.) The following tariff rules provide SoCalGas with the right to access Complainant's premises to perform necessary safety related inspection and repair work on SoCalGas's gas riser and gas meter serving the Complainant's premises:

Rule 13. The meter and anodeless gas riser serving Complainant's premises is the property of SoCalGas, and SoCalGas has the right to repair that equipment. (*See* SoCalGas Tariff Rule 13.A. ["All meters, regulators, service pipe, equipment, fixtures, etc., installed by the Utility on the customer's premises for the purpose of delivering gas . . . shall continue to be the property of the Utility and may be repaired or replaced by the Utility at any time."].)

Rule 21. SoCalGas has "the right to enter and leave" Complainant's premises to perform work on SoCalGas's service-related equipment. (*See* SoCalGas Tariff Rule 21.A.10 ["Utility shall at all times have the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under Utility's tariff schedules."].) And, SoCalGas is required to perform the safety related work at Complainant's premises at SoCalGas's expense. (*See* SoCalGas Tariff Rule 21.F.2.)

Rule 25. SoCalGas has the right of ingress to and egress from Complainant's premises during reasonable hours to perform safety related work on its equipment. (*See* SoCalGas Tariff Rule 25 ["The Utility will, at all times, have the right of ingress to and egress from the customer's premises at all reasonable hours for any purpose reasonably connected with the

furnishing of gas, including determination of priority assignments, and the exercise of any and all rights secured to it by law, or these rules.”].)

Rule 26. SoCalGas is only responsible for the gas from the street to the meter, and the customer is responsible for the gas from the meter into the customer’s home.

**I. Ninth Affirmative Defense: Assumption of Risk**

Liu and/or Liu’s agent voluntarily assumed any risks that existed at the time and place of the actions alleged in the Complaint, which assumption of risk was a proximate cause of the alleged damage, if any.

**J. Tenth Affirmative Defense: Contribution/Indemnification**

The damages, if any, alleged in Liu’s Complaint were the proximate result of actions and/or omissions on the part of persons or third parties other than SoCalGas, and any liability imposed on SoCalGas must be reduced and apportioned against the liability of such other third parties or persons, and SoCalGas is entitled to a right of indemnification and contribution therefrom.

**K. Eleventh Affirmative Defense: Lack of Standing**

Liu does not have standing to bring this case; specifically, Liu is not the party with the contractual or other direct relationship with SoCalGas relating to the transactions alleged in the Complaint.

**L. Twelfth Affirmative Defense: Lack of Jurisdiction**

The Commission does not have the jurisdiction to hear this case.

**M. Fourteenth Affirmative Defense: Unjust Enrichment**

SoCalGas asserts that Liu is seeking to recover more than Liu is entitled to recover in this case, and award of the judgment sought by Liu would unjustly enrich Liu.

**N. Fifteenth Affirmative Defense: No Damages to Plaintiff**

Even if Liu’s allegations are true, Liu did not suffer any damages or economic loss.

**O. Sixteenth Affirmative Defense: Affirmative Allegations**

SoCalGas re-alleges and incorporates herein each and every one of its affirmative allegations set forth above.

**P. Seventeenth Affirmative Defense: Reservation of Additional Defenses**

Liu has failed to allege facts sufficient to state a basis for any cause of action, and

SoCalGas has not completed its investigation and discovery regarding the facts and claims asserted by Liu. Accordingly, SoCalGas reserves the right to assert additional affirmative defenses or to supplement the factual or legal bases for the pleaded affirmative defenses as necessary based on its ongoing investigation and discovery.

WHEREFORE, Southern California Gas Company respectfully requests that the Commission deny the relief requested by Qian Liu, dismiss Qian Liu's Amended Complaint with prejudice, and grant such other relief as the Commission may deem just and reasonable.

Dated at Los Angeles, California this 20th day of January, 2026.

Respectfully submitted on behalf of SoCalGas,

By: /s/ Jeffrey B. Fohrer  
Jeffrey B. Fohrer

JEFFREY B. FOHRER

*Attorney for:*

**SOUTHERN CALIFORNIA GAS COMPANY**

555 West Fifth Street, 14<sup>TH</sup> Floor

Los Angeles, California 90013-1011

Telephone: (213) 244-3061

Facsimile: (213) 629-9620

E-mail: [jfohrer@socalgas.com](mailto:jfohrer@socalgas.com)

**Dated:** January 20, 2026

## VERIFICATION

I, Don Widjaja, am an officer of Southern California Gas Company and am authorized to make this verification on its behalf. The statements in the foregoing *Answer of Southern California Gas Company (U 904 G) to the Amended Complaint of Qian Liu* in this proceeding, Case No. C.25.02.020, are true and accurate to the best of my knowledge, except as to those matters which are therein stated on information and belief; as to those matters, I believe them to be true.

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

Executed on January 20, 2026

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



Don Widjaja

Vice President, Customer Services  
Southern California Gas Company