

ROBERTSON & ASSOCIATES, LLP
ALEXANDER ROBERTSON, IV (SBN 127042)
arobertson@arobertsonlaw.com
32121 Lindero Canyon Road, Suite 200
Westlake Village, California 91361
Tel.: (818) 851-3850

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/31/2026 12:20 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Davis, Deputy Clerk

FOLEY BEZEK BEHLE & CURTIS, LLP
ROGER N. BEHLE, JR. (SBN 174755)
rbehle@foleybezek.com
ROBERT A. CURTIS (SBN 203870)
rcurtis@foleybezek.com
15 West Carrillo Street
Santa Barbara, California 93101
Tel.: (805) 962-9495

BOYLE LAW PC
KEVIN R. BOYLE (SBN 192718)
kevin@boylelaw.com
MATTHEW STUMPF (SBN 301867)
matthew@boylelaw.com
24025 Park Sorrento, Suite 100-1
Calabasas, California 91302
Tel.: (310) 310-3995

MCNULTY LAW FIRM
PETER MCNULTY (SBN 89660)
peter@mcnultylaw.com
BRETT ROSENTHAL (SBN 230154)
brett@mcnultylaw.com
827 Moraga Drive
Los Angeles, California 90049
Tel.: (310) 471-2707

Liaison Counsel for Individual Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

PALISADES FIRE LITIGATION

Lead Case No. 25STCV00832

DAN GRIGSBY, et al.,
Plaintiff,
vs.

**INDIVIDUAL PLAINTIFFS'
OPPOSITION TO SOUTHERN
CALIFORNIA EDISON COMPANY'S
DEMURRER TO REVISED MASTER
COMPLAINT**

CITY OF LOS ANGELES ACTING BY AND
THROUGH THE LOS ANGELES
DEPARTMENT OF WATER AND POWER,
et al.,
Defendants.

Judge: Hon. Samantha Jessner
Date: September 23, 2026
Time: 1:45 p.m.
Dept.: 7

Assigned for All Purposes to:
Hon. Samantha Jessner, Dept 7

AND ALL RELATED CASES

Revised Master Complaint Filed:
December 1, 2025

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

Page

I.	ARGUMENT	1
A.	SCE’s demurrer fails because it attacks a strawman version of the pleading rather than the allegations actually pleaded	1
B.	Count 11 for inverse condemnation is adequately pleaded	2
C.	Count 12 for negligence is adequately pleaded	3
D.	Counts 13 through 16 are adequately pleaded	5
E.	Count 17 under Public Utilities Code section 2106 is legally cognizable and, at minimum, should be granted leave to amend	5
F.	Count 18 under Health and Safety Code §13007 is sufficiently pleaded	6
G.	SCE’s request for dismissal without leave to amend should be denied	7
II.	Conclusion	7

TABLE OF AUTHORITIES

Page

Cases

Blank v. Kirwan, (1985) 39 Cal. 3d 311 (1985).....1, 5

Barham v. So. Cal. Edison Co., (1999) 74 Cal. App. 4th 744.....2, 5

Marshall v. Dep’t of Water & Power, 219 Cal. App. 3d 1124, 1138 (1990).....2

Aetna Life & Casualty Co. v. City of Los Angeles (1985) 170 Cal. App. 3d 865, 873.....2

Albers v. County of Los Angeles (1965) 62 Cal. 2d 250, 262.....2

City of Oroville v. Superior Court, (2019) 7 Cal. 5th 1091.....2

City of Oroville, supra, at 7 Cal. 5th at p. 1106.....3

Belair v. Riverside County Flood Control Dist., (1988) 47 Cal. 3d 550.....3

Irelan-Yuba Gold Quartz Mining Co. v. Pac. Gas & Elec. Co., (1941) 18 Cal. 2d 557, 564.....4

Mata v. Pac. Gas & Elec. Co., (2014) 224 Cal. App. 4th 309.....4

San Diego Gas & Elec. Co. v. Superior Court, (1966) 13 Cal. 4th 893.....6

Waters v. Pacific Telephone Co., (1974) 12 Cal. 3d 1, 11.....6

Guerrero v. Pacific Gas & Electric Co. (2014) 230 Cal. App. 4th 567.....6

Aubry v. Tri-City Hosp. Dist., (1992) 2 Cal. 4th 962 (1992).....6, 7

McKay v. State, 8 Cal. App. 4th 937 (1992).....6

Other

Public Utilities Code §2106.....5, 6

Health and Safety Code §13007.....6, 7

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. ARGUMENT**

3 **A. SCE's demurrer fails because it attacks a strawman version of the pleading**
4 **rather than the allegations actually pleaded**

5 Southern California Edison Company's ("SCE") demurrer is built on a legal theory which
6 the Revised Master Complaint does not plead. SCE repeatedly mischaracterizes plaintiffs' theory
7 as one in which SCE's poles were merely "passively consumed" by an already-raging wildfire that
8 originated elsewhere. But the Master Complaint alleges far more than passive destruction of inert
9 property. Plaintiffs allege that SCE knew protective fire mesh would protect its wood power poles
10 from catching fire during wildfire conditions and from collapsing while on fire into adjacent
11 structures and vegetation; that SCE had tested and confirmed the effectiveness of the protective
12 fire mesh product years before the Palisades Fire; that SCE had begun installing fire mesh on its
13 wood power poles in other high fire risk areas; and that SCE nevertheless failed to install fire
14 mesh on its Malibu wood poles before the Palisades Fire, despite Malibu's long history of
15 destructive wildfires. Plaintiffs further allege that, during the fire, SCE poles in Malibu caught
16 fire, collapsed into adjacent homes along Pacific Coast Highway, ignited structures and
17 vegetation, and contributed to the destruction of hundreds of homes. Plaintiffs also allege that a
18 specific SCE pole collapsed near Pacific Coast Highway and Big Rock Drive, causing lines and
19 communications cables to hang low across the roadway blocking firefighters' only access into the
20 Big Rock community, thereby preventing firefighters from saving homes there. See, IP REVISED
21 MASTER COMPLAINT ("MC") at ¶¶ 305-316.

22 On demurrer, the Court must accept those factual allegations and the reasonable inferences
23 arising from them as true. *Blank v. Kirwan*, (1985) 39 Cal. 3d 311. SCE's invitation to
24 recharacterize the pleading as alleging only that SCE owned combustible property that later
25 burned by an outside fire asks the Court to do precisely what California caselaw forbids. Because
26 the Master Complaint alleges SCE's equipment played an active role in contributing to the
27 plaintiffs' damages, not merely passive burning, the demurrer should be overruled.

28 ///

1 **B. Count 11 for inverse condemnation satisfies the requirements of Oroville**

2 California law recognizes inverse condemnation claims against investor-owned utilities for
3 property damage caused by electrical facilities designed, maintained and constructed for public
4 use. *Barham v. So. Cal. Edison Co.*, (1999) 74 Cal. App. 4th 744. Courts have long held that fire-
5 related damage caused by electrical infrastructure may support inverse condemnation liability.
6 *Marshall v. Dep't of Water & Power*, 219 Cal. App. 3d 1124, 1138 (1990); *Aetna Life & Casualty*
7 *Co. v. City of Los Angeles* (1985) 170 Cal. App. 3d 865, 873; *Albers v. County of Los Angeles*
8 (1965) 62 Cal. 2d 250, 262. SCE's suggestion that inverse condemnation is categorically
9 unavailable because it is a private utility, or because the original ignition occurred outside SCE's
10 service territory, is contrary to that settled body of law.

11 SCE relies on *City of Oroville v. Superior Court*, (2019) 7 Cal. 5th 1091 and argues
12 plaintiffs fail to allege that their harms were substantially caused by an inherent risk presented by
13 the deliberate design, construction, or maintenance of SCE's poles. But the Master Complaint
14 alleges exactly that. Paragraph 466 alleges that SCE knew fire mesh would protect its wood poles
15 from catching fire and collapsing into adjacent structures and vegetation during wildfire
16 conditions; that SCE nonetheless failed to install fire mesh on its Malibu poles despite the known
17 wildfire history of Malibu; and that this "wait until it breaks" maintenance plan, adopted to save
18 the cost of installing fire mesh, resulted in those wood poles catching fire and collapsing into
19 adjacent structures and vegetation. The complaint expressly alleges that this was an inherent risk
20 posed by SCE's deliberate decision to defer maintenance on its Malibu wood poles and not
21 installing protective fire mesh. Paragraph 467 further alleges that, as a direct, necessary, and
22 substantial result of the inherent risks of SCE's intentional design, installation, construction,
23 ownership, operation, use, control, and maintenance of its electrical distribution equipment, SCE's
24 wood poles caught fire due to the lack of protective fire mesh, causing its poles to ignite structures
25 and flammable vegetation and create additional spot fires that merged into and contributed to the
26 larger conflagration. Paragraph 468 alleges that plaintiffs' damage was proximately and
27 substantially caused by SCE's conduct.

28 Those allegations satisfy *Oroville's* requirement that the damage be substantially caused by

1 an inherent risk presented by the deliberate design, construction, or maintenance of the public
2 improvement. *City of Oroville, supra*, at 7 Cal. 5th at p. 1106. At the very least, they are
3 sufficient to survive demurrer. Whether plaintiffs can ultimately prove that SCE's deliberate
4 maintenance choices were a substantial cause of Malibu property damage is a factual question, not
5 one to be resolved at the pleading stage. *Belair v. Riverside County Flood Control Dist.*, (1988) 47
6 Cal. 3d 550.

7 SCE's effort to collapse all causation into the question of who started the Lachman Fire in
8 Topanga State Park is equally unavailing. Plaintiffs do not need to allege that SCE caused the
9 original ignition in order to plead inverse condemnation for downstream physical property damage
10 caused by SCE's own electrical infrastructure once the fire entered SCE territory. The Master
11 Complaint alleges that SCE's unprotected poles themselves caught fire, collapsed into homes,
12 ignited structures and vegetation, and blocked firefighter access to the community of Big Rock.
13 Those allegations plausibly allege downstream substantial causation even if the initial fire began
14 elsewhere. See, MC at ¶¶ 466 – 468, 312 – 316.

15 SCE's geographic argument also overstates the pleading. Count 11 expressly alleges that
16 the relevant plaintiffs were owners of real property located in Malibu. See. MC at ¶ 464. That
17 targeted pleading directly answers SCE's contention that the inverse condemnation count sweeps
18 in geographically disconnected claimants. SCE's requests for plaintiff-specific facts are the
19 purpose of the Plaintiff Fact Sheets and Liability Questionnaires, not a Master Complaint adopted
20 by thousands of plaintiffs.

21 **C. Count 12 for negligence is adequately pleaded**

22 SCE's attack on the negligence claim rests on another false premise. SCE frames the issue
23 as whether California law imposes a novel duty to "fireproof" poles against an external wildfire
24 ignited by a third party. That is not the duty which the plaintiffs' allege. The Master Complaint
25 pleads that SCE, as a regulated electric utility with specialized knowledge and control over
26 electrical infrastructure in a fire-prone corridor, owed plaintiffs a non-delegable duty to apply a
27 level of care commensurate with the danger of designing, constructing, operating, maintaining,
28 inspecting, clearing vegetation around, and specifically to install fire mesh on Malibu wood power

1 poles to protect them from collapsing while on fire onto adjacent homes and vegetation. See, MC
2 at ¶¶ 312 – 316, 473 – 485. Installing protective fire mesh is not a novel or unique practice for
3 SCE. The Master Complaint alleges that SCE commissioned laboratory studies in 2022 at the
4 Southwest Research Institute to test the effectiveness of two fire mesh products to protect their
5 wood power poles from damage during wildfires. See, MC at ¶ 312. Further, the Master
6 Complaint alleges that during the 2020 Lake Fire in Castaic, California, SCE gathered real world
7 test results of the fire mesh product which had been installed on its wood power poles. SCE
8 reported its wood poles within the fire perimeter were "undamaged and continued to retain the
9 color and look of a pole which had not gone through a wildfire." See, MC at ¶ 313. Based upon
10 the successful results of this laboratory testing and real world experience, SCE began retrofitting
11 its existing wood poles with fire mesh in high fire risk areas. See, MC at ¶ 314. Thus, SCE
12 voluntarily undertook the duty to install fire mesh on its wood poles in high fire risk areas.

13 California law supports that duty. An electrical utility has a duty to exercise reasonable
14 care in the inspection and maintenance of its power lines and rights of way to prevent fire hazards.
15 *Irelan-Yuba Gold Quartz Mining Co. v. Pac. Gas & Elec. Co.*, (1941) 18 Cal. 2d 557, 564. And
16 compliance with minimum CPUC standards does not necessarily establish due care as a matter of
17 law; a utility may still owe a broader common-law duty to act reasonably under the circumstances
18 to keep its facilities safe. *See, Mata v. Pac. Gas & Elec. Co.*, (2014) 224 Cal. App. 4th 309. Those
19 principles fit this case far better than SCE's passive-property cases. Plaintiffs are not suing an
20 ordinary landowner whose house happened to burn. They are suing a public utility alleged to have
21 possessed specialized wildfire knowledge, to have tested and validated a specific protective
22 measure, and to have deliberately failed to implement that measure in Malibu despite known
23 wildfire risks. See, MC at ¶¶ 312 – 316, 473 - 476.

24 The Master Complaint also adequately pleads breach and causation. Plaintiffs allege that
25 SCE negligently failed to inspect its facilities properly, design and maintain them to withstand
26 foreseeable wind and wildfire conditions, clear vegetation around relevant poles, comply with
27 inspection obligations, train and supervise responsible personnel, and install fire mesh on Malibu
28 poles. Plaintiffs further allege that, as a result of those breaches, SCE poles caught fire, collapsed

1 into homes, ignited structures and vegetation, and blocked firefighter access to Big Rock. Those
2 allegations are concrete causal mechanisms, not bare legal conclusions. See, Master Complaint at
3 ¶¶ 477 – 486.

4 SCE argues plaintiffs’ causation allegations are too generalized, especially when compared
5 to the more detailed allegations plaintiffs pleaded against LADWP. But comparative detail as to a
6 different defendant is not the test on demurrer. The question is whether the SCE allegations
7 themselves provide fair notice and plausibly allege causation. They do. On demurrer, the Court
8 must credit the pleaded allegations that SCE poles in Malibu caught fire, collapsed into structures,
9 and blocked firefighters from reaching threatened homes. *Blank v. Kirwan*, 39 Cal. 3d 311 (1985).
10 That is enough to support the negligence cause of action.

11 **D. Counts 13 through 16 are adequately pleaded**

12 SCE argues that trespass, private nuisance, public nuisance, and premises liability are
13 merely derivative of negligence and therefore fail automatically if the negligence claim fails.
14 Because the negligence claim is sufficiently pleaded, that premise already collapses. But even
15 beyond that, California wildfire utility cases recognize that these theories may proceed alongside
16 negligence where plaintiffs allege that the defendant’s conduct caused fire to invade property,
17 interfere with use and enjoyment, or arise from dangerous conditions associated with
18 infrastructure or property interests. *Barham v. S. Cal. Edison Co.*, (1999) 74 Cal. App. 4th 744.

19 The complaint here alleges precisely that. Plaintiffs allege that SCE’s conduct caused fire
20 to invade their properties, damaged or destroyed structures, interfered with use and enjoyment, and
21 arose from SCE’s failure to inspect and maintain its electrical infrastructure and easements in a
22 reasonably safe condition. See, Master Complaint at ¶¶ 490 – 495, 498 – 500, 503 – 515, 518 –
23 520. At the pleading stage, those allegations adequately state claims for trespass, nuisance, and
24 premises liability. To the extent the Court concludes any of those counts should be differentiated
25 more sharply from negligence, the proper remedy is leave to amend, not dismissal without leave.

26 **E. Count 17 under Public Utilities Code section 2106 is legally cognizable and, at**
27 **minimum, should be granted leave to amend**

28 Public Utilities Code §2106 authorizes a damages action where a utility does, or omits to

1 do, an act required or prohibited by the California Constitution, state law, or a CPUC order or
2 decision, and the violation causes loss or injury. Cal. Pub. Util. Code § 2106 (2024). Related
3 provisions include Cal. Pub. Util. Code § 451 (2024) and Cal. Pub. Util. Code § 702 (2024).
4 California decisions make clear that section 2106 damages actions are cognizable so long as they
5 do not interfere with declared CPUC policy. *San Diego Gas & Elec. Co. v. Superior Court*, (1966)
6 13 Cal. 4th 893; *Waters v. Pacific Telephone Co.*, (1974) 12 Cal. 3d 1, 11; see also, *Guerrero v.*
7 *Pacific Gas & Electric Co.* (2014) 230 Cal. App. 4th 567.

8 Here, plaintiffs allege that SCE, as a public utility, was required to comply with sections
9 702 and 451, CPUC General Orders 95 and 165, and vegetation-related statutory duties, and that
10 through the conduct alleged in the Master Complaint SCE violated those duties, causing plaintiffs'
11 losses. See, MP at ¶¶ 524 – 528. That is sufficient to plead a cognizable statutory theory. SCE's
12 complaint that plaintiffs did not identify precise GO 95 or GO 165 subparts are disingenuous
13 given the fact that discovery against SCE is currently stayed and does not justify dismissal without
14 leave. If the Court concludes Count 17 should identify the exact General Order provisions at issue
15 with greater specificity, plaintiffs can readily amend to do so by naming the particular GO rules
16 governing pole loading, inspection, maintenance, or vegetation clearance and tying them to the
17 Malibu poles at issue once they have had a chance to conduct some initial discovery. Under
18 California's liberal amendment policy, that curable specificity issue is no basis to terminate the
19 claim now. *Aubry v. Tri-City Hosp. Dist.*, (1992) 2 Cal. 4th 962 (1992).

20 **F. Count 18 under Health and Safety Code §13007 is sufficiently pleaded**

21 Health and Safety Code §13007 broadly imposes liability where a person willfully,
22 negligently, or in violation of law sets fire to, allows fire to be set to, or allows a fire kindled or
23 attended by that person to escape to the property of another. Cal. Health & Safety Code § 13007
24 (2024). California authority treats the statute as part of a broad remedial framework governing
25 property damage caused by negligently caused or negligently spread fire. *McKay v. State*, 8 Cal.
26 App. 4th 937 (1992).

27 SCE argues §13007 cannot apply because SCE did not ignite the original fire in Topanga
28 State Park. But the Master Complaint's theory is not limited to original ignition. Plaintiffs allege

1 that SCE's own poles in Malibu caught fire, collapsed into homes and vegetation, and caused
2 additional spot fires that contributed to plaintiffs' losses. Plaintiffs further allege that by engaging
3 in the acts and omissions described in the complaint, SCE allowed fire to ignite or spread to the
4 property of another. See, MC at ¶¶ 530 – 533. At the pleading stage, those allegations are
5 sufficient to state a negligent fire-spread theory under §13007.

6 To the extent the Court believes the statutory mechanism should be pleaded more
7 explicitly, that again supports amendment rather than dismissal. Plaintiffs can amend to allege
8 more clearly that SCE's poles themselves became fire sources and spread fire to adjacent
9 structures and vegetation, thereby allowing fire to spread to the property of another within the
10 meaning of the statute. *Aubry v. Tri-City Hosp. Dist.*, (1992) 2 Cal. 4th 962.

11 **G. SCE's request for dismissal without leave to amend should be denied**

12 Finally, SCE's assertion that the supposed defects are incurable because the original fire
13 began elsewhere is unsustainable. The complaint already alleges a distinct downstream Malibu
14 theory against SCE: that SCE knew of a specific fire-hardening measure, deliberately failed to use
15 it in Malibu, and that SCE poles then caught fire, collapsed into homes, ignited structures and
16 vegetation, and blocked firefighters from accessing threatened homes in Big Rock. Those
17 allegations alone defeat any claim of incurability.

18 And even if the Court concludes some counts should be pleaded with greater specificity,
19 such defects are readily curable. Plaintiffs can amend to identify more precise Malibu properties
20 tied to pole failures, additional pole locations, more detail concerning the blocked-access event at
21 Big Rock, exact GO 95 and GO 165 provisions, and more explicit section 13007 fire-spread
22 allegations. Because there is plainly a reasonable possibility of cure, sustaining without leave
23 would be improper. *Aubry v. Tri-City Hosp. Dist.*, (1992) 2 Cal. 4th 962.

24 **II. CONCLUSION**

25 For all of these reasons, SCE's demurrer should be overruled in its entirety. The Revised
26 Master Complaint alleges that SCE knowingly failed to harden its Malibu wood power poles with
27 available fire-mesh protection, and that those poles then caught fire, collapsed into homes, ignited
28 structures and vegetation, and blocked firefighters from reaching threatened homes, thereby

1 contributing to plaintiffs' losses. Those allegations are sufficient under California pleading
2 standards. At minimum, if the Court concludes any challenged count requires greater specificity,
3 plaintiffs respectfully request leave to amend.

4 Dated: July 31, 2026

ROBERTSON & ASSOCIATES, LLP

5
6 By: 

Alexander Robertson, IV

8 Dated: July 31, 2026

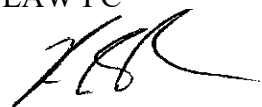
FOLEY BEZEK BEHLE & CURTIS, LLP

9
10 
11 By:

Roger N. Behle, Jr.
Robert A. Curtis

12
13 Dated: July 31, 2026

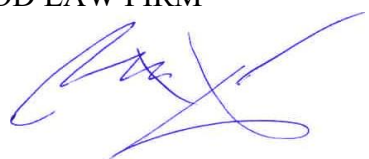
BOYLE LAW PC

14
15 By: 

Kevin R. Boyle
Matthew J. Stumpf

16
17 Dated: July 31, 2026

MCNULTY LAW FIRM
WOOD LAW FIRM

18
19 
20 By:

Peter McNulty
E. Kirk Wood

Liaison Counsel for Individual Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ELECTRONIC PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles; I am over the age of eighteen years and not a party to the within entitled action; my business address is 32121 Lindero Canyon Road, Suite 200, Westlake Village, CA 91361.

Today, I caused to be served the within document(s) described as **INDIVIDUAL PLAINTIFFS' OPPOSITION TO SOUTHERN CALIFORNIA EDISON COMPANY'S DEMURRER TO REVISED MASTER COMPLAINT** on the interested parties in this action pursuant to the most recent Omnibus Service List by submitting an electronic version of the document(s) by file transfer protocol (FTP) to CASEANYWHERE through the upload feature at www.caseanywhere.com.

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

Executed on July 31, 2026, at Westlake Village, California.



Ann Russo