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15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

17 **PALISADES FIRE LITIGATION**

18 DAN GRIGSBY, et al.,

19 Plaintiffs,

20 vs.

21 CITY OF LOS ANGELES ACTING BY
22 AND THROUGH THE LOS ANGELES
23 DEPARTMENT OF WATER AND
24 POWER, et al.,

25 Defendants.

26 AND ALL RELATED CASES

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/29/2026 10:37 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

Lead Case No. 25STCV00832

**COMMUNICATIONS DEFENDANTS'
NOTICE OF DEMURRER AND
DEMURRER TO INDIVIDUAL
PLAINTIFFS' REVISED MASTER
COMPLAINT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

*[Filed concurrently with Notice of Motion and
Motion to Strike; Request for Judicial Notice;
Declaration of Jillian C. Joseph; and [Proposed]
Orders]*

Date: September 23, 2026
Time: 1:45 PM
Dept: 7

Assigned for All Purposes to:
Hon. Samantha Jessner

Date Action Filed: January 13, 2025
Trial Date: Not set

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38

1 **NOTICE OF HEARING ON DEMURRER**

2 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE THAT on September 23, 2026, at 1:45 PM or as soon thereafter
4 as this matter may be heard in Department 7 of the above-entitled Court, located at 312 North
5 Spring Street, Los Angeles, CA 90012, Defendants Spectrum Pacific West, LLC, Frontier
6 Communications, Pacific Bell Telephone Company, and AT&T Mobility LLC ("Communications
7 Defendants") will and hereby do demur to counts nineteen, twenty, twenty-one, twenty-two,
8 twenty-three, twenty-four, and twenty-five of Individual Plaintiffs' Revised Master Complaint
9 ("MC").¹

10 Communications Defendants' demurrer is made pursuant to section 430.10, subdivisions
11 (e) and (f) of the Code of Civil Procedure, on the grounds that the MC fails to state facts sufficient
12 to support any of its alleged causes of action against Communications Defendants, and the MC
13 additionally fails for uncertainty.

14 Communications Defendants' demurrer is based on this notice of hearing, the
15 accompanying demurrer and memorandum of points and authorities, the concurrently filed request
16 for judicial notice, the entire file of this action, and upon such argument as the Court may allow at
17 the hearing on the demurrer.

18
19 DATED: May 29, 2026

20
21 MAYER BROWN LLP

MILBANK LLP

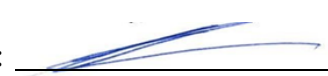
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25
26
27 ¹ The MC named Charter Communications, Frontier Communications, and AT&T Inc. as the
28 Communications Defendants, but Spectrum Pacific West, LLC has been substituted for Charter
Communications, and Pacific Bell Telephone Company and AT&T Mobility LLC have been
substituted for AT&T Inc.

1 **DEMURRER TO INDIVIDUAL PLAINTIFFS' REVISED MASTER COMPLAINT**

2 Pursuant to sections 430.10, subdivisions (e) and (f) of the Code of Civil Procedure,
3 Defendants Spectrum Pacific West, LLC, Frontier Communications, Pacific Bell Telephone
4 Company, and AT&T Mobility LLC ("Communications Defendants") hereby demur to all causes
5 of action against them in Individual Plaintiffs' Revised Master Complaint ("MC") because the MC
6 does not state facts sufficient to constitute any cause of action and is uncertain or ambiguous.

7 Communications Defendants demur to all causes of action against them on three grounds:
8 **(1)** Plaintiffs have failed to allege sufficient facts to state a claim that Communications Defendants
9 are liable for overloading utility poles with communications equipment; **(2)** Plaintiffs have failed
10 to sufficiently allege that Communications Defendants caused any particular Plaintiff's claimed
11 injuries or damages; and **(3)** Plaintiffs' allegations improperly group together all of the
12 Communications Defendants without alleging sufficient facts to state a claim that each or any of
13 them purportedly may be held liable to Plaintiffs.

14 Communications Defendants also demur to the inverse condemnation claim on two further
15 grounds: **(4)** Plaintiffs have not alleged that Communications Defendants are either public entities
16 or state-sponsored monopolies that may be liable for inverse condemnation; and **(5)** Plaintiffs have
17 not sufficiently alleged that their claimed injuries were substantially caused by inherent risks of
18 Communications Defendants' supposed public improvements.

19 Communications Defendants also demur to Plaintiffs' tort claims (negligence, trespass,
20 private nuisance, public nuisance, premises liability, and violation of Health and Safety Code
21 section 13007) on the additional ground that **(6)** Plaintiffs have not sufficiently alleged that
22 Communications Defendants owed a legal duty to prevent or avoid Plaintiffs' claimed damages.

23 Based on those six grounds for demurrer, Communications Defendants demur to the entire
24 MC and to each and every cause of action alleged against them, as follows:

25 **DEMURRER TO NINETEENTH CAUSE OF ACTION (INVERSE CONDEMNATION)**

26 Based on Communications Defendants' first, second, third, fourth, and fifth grounds for
27 demurrer specified above, the MC fails to state a claim against Communications Defendants for
28 inverse condemnation because the MC does "not state facts sufficient to constitute a cause of

1 action” and “is uncertain” or “ambiguous” under Code of Civil Procedure section 430.10,
2 subdivisions (e) and (f).

3 **DEMURRER TO TWENTIETH CAUSE OF ACTION (NEGLIGENCE)**

4 Based on Communications Defendants’ first, second, third, and sixth grounds for demurrer
5 specified above, the MC fails to state a claim against Communications Defendants for negligence
6 because the MC does “not state facts sufficient to constitute a cause of action” and “is uncertain”
7 or “ambiguous” under Code of Civil Procedure section 430.10, subdivisions (e) and (f).

8 **DEMURRER TO TWENTY-FIRST CAUSE OF ACTION (TRESPASS)**

9 Based on Communications Defendants’ first, second, third, and sixth grounds for demurrer
10 specified above, the MC fails to state a claim against Communications Defendants for trespass
11 because the MC does “not state facts sufficient to constitute a cause of action” and “is uncertain”
12 or “ambiguous” under Code of Civil Procedure section 430.10, subdivisions (e) and (f).

13 **DEMURRER TO TWENTY-SECOND CAUSE OF ACTION (PRIVATE NUISANCE)**

14 Based on Communications Defendants’ first, second, third, and sixth grounds for demurrer
15 specified above, the MC fails to state a claim against Communications Defendants for private
16 nuisance because the MC does “not state facts sufficient to constitute a cause of action” and “is
17 uncertain” or “ambiguous” under Code of Civil Procedure section 430.10, subdivisions (e) and (f).

18 **DEMURRER TO TWENTY-THIRD CAUSE OF ACTION (PUBLIC NUISANCE)**

19 Based on Communications Defendants’ first, second, third, and sixth grounds for demurrer
20 specified above, the MC fails to state a claim against Communications Defendants for public
21 nuisance because the MC does “not state facts sufficient to constitute a cause of action” and “is
22 uncertain” or “ambiguous” under Code of Civil Procedure section 430.10, subdivisions (e) and (f).

23 **DEMURRER TO TWENTY-FOURTH CAUSE OF ACTION (PREMISES LIABILITY)**

24 Based on Communications Defendants’ first, second, third, and sixth grounds for demurrer
25 specified above, the MC fails to state a claim against Communications Defendants for premises
26 liability because the MC does “not state facts sufficient to constitute a cause of action” and “is
27 uncertain” or “ambiguous” under Code of Civil Procedure section 430.10, subdivisions (e) and (f).
28

1 **DEMURRER TO TWENTY-FIFTH CAUSE OF ACTION (HEALTH & SAFETY CODE)**

2 Based on Communications Defendants' first, second, third, and sixth grounds for demurrer
3 specified above, the MC fails to state a claim against Communications Defendants for violation of
4 Health and Safety Code section 13007 because the MC does "not state facts sufficient to constitute
5 a cause of action" and "is uncertain" or "ambiguous" under Code of Civil Procedure section 430.10,
6 subdivisions (e) and (f).

7
8 DATED: May 29, 2026

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10 Attorneys for Defendant
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12 MILBANK LLP

13 By: 
14 Daniel Perry

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs unjustifiably seek to hold Communications Defendants liable for the Palisades
4 Fire based on a fictional theory lacking any factual or legal basis. As Plaintiffs acknowledge,
5 Communications Defendants played no role in starting the fire: Plaintiffs' Revised Master
6 Complaint ("MC") alleges in detail that the Palisades Fire started because the State of California
7 ("State") failed to prevent smoldering embers from the arsonist-caused Lachman Fire from
8 re-igniting on its land. The MC also alleges in detail that the Palisades Fire spread because the Los
9 Angeles Department of Water and Power ("DWP") egregiously mismanaged its water supply,
10 leaving inadequate water for firefighting.

11 Yet the MC implausibly tries to implicate Communications Defendants (added as parties
12 well after the litigation was underway). In a single conclusory paragraph pleaded on information
13 and belief, Plaintiffs speculate that Communications Defendants "overloaded" utility poles with
14 their equipment. Plaintiffs then guess that this alleged overloading (not the already-ablaze fire)
15 caused poles to break. That, in turn, allegedly caused energized DWP electric lines to ignite "spot
16 fires" which merged with the "main" fire, somehow exacerbating Plaintiffs' claimed fire damages.
17 Plaintiffs allege *no* facts whatsoever to support *any* of this conjecture.

18 Plaintiffs therefore fail to "state facts sufficient" to plead a claim against Communications
19 Defendants. (Code Civ. Proc., § 430.10, subd. (e).) Though the MC identifies the location of *one*
20 pole Plaintiffs claim was overloaded, and includes some photographs of unidentified broken poles
21 (none of which Plaintiffs allege to have started a spot fire), the MC fails to adequately allege that
22 any pole was overloaded by Communications Defendants, broke due to overloading, or caused a
23 spot fire, let alone Plaintiffs' damages. In fact, the one pole identified is outside the fire perimeter
24 and remained standing after the fire. And the MC improperly lumps together four Communications
25 Defendants, without alleging a single fact specific to any one of them. These pleading deficiencies
26 defeat Plaintiffs' claims. Plaintiffs should not be permitted to drag Communications Defendants
27 into this litigation based on nothing more than pure speculation.

28 Moreover, Plaintiffs do not and cannot allege key elements of their inverse-condemnation

1 claim against Communications Defendants. Only public entities and state-sponsored monopolies
2 can be liable for inverse condemnation. Communications Defendants are neither, and Plaintiffs do
3 not allege otherwise. Inverse condemnation also requires the claimed damages to be caused by an
4 inherent risk of a public improvement, but Plaintiffs do not and cannot allege that here. In fact, no
5 California court has ever upheld an inverse condemnation claim against private companies like
6 Communications Defendants that offer competitive services to subscribers.

7 In addition, Plaintiffs' tort claims all independently fail because Communications
8 Defendants had no legal duty to prevent or avoid fire damages for which other parties are allegedly
9 responsible. Imposing a duty would turn communications companies into uncompensated insurers
10 for fires caused by elements outside their control. That is not and should not be the law.

11 For these reasons, the Court should sustain Communications Defendants' demurrer.

12 **II. STATEMENT OF FACTS**

13 Plaintiffs allege the Palisades Fire ignited on January 7, 2025, due to rekindling of embers
14 from the January 1, 2025 Lachman Fire. (MC ¶ 74.) Plaintiffs acknowledge that an alleged arsonist
15 was arrested for starting the Lachman Fire (*id.* ¶ 75), but allege the Palisades Fire resulted from "a
16 series of cascading failures" that purportedly "combined together to cause the Plaintiffs' damages."
17 (*Id.* ¶ 2.) Although the MC includes detailed, individualized factual allegations against many
18 Defendants, it alleges no facts at all as to the Communications Defendants.

19 Plaintiffs allege the Palisades Fire ignited on land owned and managed by the State and the
20 California Department of Parks and Recreation. (*Id.* ¶ 366.) Those Defendants allegedly were aware
21 of Santa Ana winds and the history of destructive wildfires in Topanga State Park (*id.* ¶¶ 48-61),
22 but failed to ensure that no embers remained smoldering after the Lachman Fire was purportedly
23 extinguished. (*Id.* ¶¶ 67-68, 74, 79-84.) The State allegedly knew or should have known that embers
24 remained smoldering after January 1 but took no action. (*Id.* ¶¶ 69, 84, 376.)

25 Plaintiffs further allege that DWP's mismanagement of reservoirs caused its water supply
26 system to "collapse" during the Palisades Fire, hindering firefighters and allowing the fire to spread.
27 (*Id.* ¶¶ 96, 134-204.) The MC details facts about empty and out-of-service reservoirs (*id.* ¶¶ 158-
28 197), lack of water pressure resulting in fire hydrants providing no or insufficient water (*id.* ¶¶ 134-

1 157), and the diversion of water-dropping helicopters to refill their tanks at sources miles away (*id.*
2 ¶¶ 198-204). Plaintiffs assert similar claims against other water supply systems, the Las Virgenes
3 Municipal Water District and L.A. County Waterworks District 29. (*Id.* ¶¶ 324-333.)

4 Plaintiffs also contend that DWP failed to deenergize its electric lines, resulting in fires that
5 merged with the Palisades Fire when DWP’s utility poles failed, its transformers exploded, and its
6 energized lines caused electrical arcing. (*Id.* ¶¶ 208-230, 232-247.) Southern California Edison
7 (“SCE”) poles also allegedly failed, spreading the fire further. (*Id.* ¶¶ 305-316.)

8 Plaintiffs continue that overgrown brush on certain Defendants’ properties allowed the fire
9 to spread. (*Id.* ¶¶ 248-268 [J. Paul Getty Trust]; *id.* ¶¶ 269-286 [City of Los Angeles]; *id.* ¶¶ 287-
10 296 [State]; *id.* ¶¶ 297-304 [Mountains Recreation and Conservation Authority].) And other
11 Defendants’ conduct allegedly led to natural gas explosions. (*Id.* ¶¶ 348-361 [Southern California
12 Gas Company (“SoCal Gas”)]; *id.* ¶¶ 334-347 [Palisades Bowl entities].)

13 In contrast to the extensive, detailed allegations against other Defendants, the claims against
14 Communications Defendants are contained in a single conclusory paragraph. (*Id.* ¶ 323.) With no
15 factual allegations whatsoever, Plaintiffs generically allege they are “informed and believe” that
16 Communications Defendants overloaded DWP’s wooden utility poles, purportedly causing
17 “hundreds” of poles to break, and in turn causing DWP’s energized power lines to fall and ignite
18 “spot fires” that merged with the main fire. (*Ibid.*) All of this supposedly occurred while the main
19 Palisades Fire was already “incinerating everything in its path.” (*Id.* ¶¶ 241-42.)

20 Plaintiffs allege no facts to support their “information and belief” that Communications
21 Defendants generally (much less any one of them individually) overloaded poles with equipment
22 or that such “overloading” caused poles to break and contribute to spot fires. Thousands of
23 individual plaintiffs have relied on the MC to file short-form complaints, but the short-form
24 complaints do not allege any additional facts to support Plaintiffs’ overloading theory.

25 Based on the “overloading” allegations, Plaintiffs assert claims against Communications
26 Defendants for inverse condemnation, negligence, trespass, private and public nuisance, premises
27 liability, and violations of the Health and Safety Code. (*Id.* ¶¶ 534-595.)

1 **III. LEGAL STANDARDS**

2 Courts properly sustain demurrers when the “pleading does not state facts sufficient to
3 constitute a cause of action.” (Code Civ. Proc., § 430.10, subd. (e); see *Blank v. Kirwan* (1985) 39
4 Cal.3d 311, 318.) Courts “treat the demurrer as admitting all material facts properly pleaded, *but*
5 *not* contentions, deductions or conclusions of fact or law.” (*Zelig v. Cnty. of L.A.* (2002) 27 Cal.4th
6 1112, 1126 [emphasis added].) “[C]onclusory allegations” are “insufficient” to overcome a
7 demurrer. (*Popescu v. Apple Inc.* (2016) 1 Cal.App.5th 39, 59; see also *Casey v. U.S. Bank Nat.*
8 *Assn.* (2005) 127 Cal.App.4th 1138, 1153.)

9 Courts also properly sustain demurrers when the pleading “is uncertain,” “ambiguous,” or
10 “unintelligible.” (Code Civ. Proc., § 430.10, subd. (f); see *Ankeny v. Lockheed Missiles & Space*
11 *Co.* (1979) 88 Cal.App.3d 531, 537.) “Mere recitals” of facts are uncertain and ambiguous.
12 (*Bernstein v. Piller* (1950) 98 Cal.App.2d 441, 443-444.) So are allegations referring to defendants
13 collectively without specifying why each of them is liable. (See *Arce v. Childrens Hospital L.A.*
14 (2012) 211 Cal.App.4th 1455, 1467.)

15 Those same standards apply to a master complaint. (See, e.g., *Simple Avo Paradise Ranch,*
16 *LLC v. S. Cal. Edison Co.* (2024) 102 Cal.App.5th 281, 298-299.)

17 **IV. ARGUMENT**

18 **A. The Court should dismiss the claims against Communications Defendants.**

19 The Court should dismiss all claims against Communications Defendants because the MC
20 fails to state a claim against them and because the MC’s allegations are uncertain.

21 **1. The MC alleges no facts to support Plaintiffs’ “overloading” theory.**

22 Plaintiffs entirely fail to support their contention that Communications Defendants are liable
23 for the Palisades Fire. Plaintiffs do not and cannot allege that any Communications Defendant
24 played a role in starting the Palisades Fire; as the MC explains, an alleged arsonist was arrested for
25 igniting the Lachman Fire, and other Defendants allegedly allowed the Palisades Fire to ignite and
26 spread. Instead, in a single conclusory paragraph, Plaintiffs allege they are “informed and believe”
27 that Communications Defendants “overloaded” DWP utility poles. (MC ¶ 323.) The alleged
28 overloading—not the rapidly spreading massive inferno—purportedly caused poles to break. (*Ibid.*)

1 That, in turn, allegedly caused DWP’s electric lines to ignite “spot fires” that “exacerbated the rapid
2 spread” of the main fire. (*Ibid.*) Based on those threadbare allegations, Plaintiffs seek to hold
3 Communications Defendants broadly liable for their damages. (*Id.* ¶¶ 534-595.)

4 Plaintiffs’ allegations are deficient. It is well settled that “a pleading made on information
5 and belief is insufficient if,” as here, “it merely asserts the facts so alleged without alleging such
6 information that leads the plaintiff to believe that the allegations are true.” (*Gomes v. Countrywide*
7 *Home Loans, Inc.* (2011) 192 Cal.App.4th 1149, 1158-1159 [cleaned up]; see *Aghaji v. Bank of*
8 *Am., N.A.* (2016) 247 Cal.App.4th 1110, 1120 [affirming dismissal without leave to amend because
9 plaintiffs did “not disclose what information they have that leads them to believe that the alleged
10 violations occurred”]; accord *Brown v. USA Taekwondo* (2019) 40 Cal.App.5th 1077, 1106.) The
11 MC is devoid of any alleged facts that led Plaintiffs to believe any Communications Defendant
12 overloaded any utility poles, that such overloading caused any pole to break, that any broken pole
13 resulted in spot fires, or that those spot fires caused any Plaintiff’s damages.

14 Consider first the conclusory “overloading” allegations. Plaintiffs cite no basis for alleging
15 that poles were overloaded with communications equipment. They make no effort to identify the
16 locations of the “hundreds” of poles that allegedly failed from purported overloading. (MC ¶ 323.)
17 Nor do they allege which of Communications Defendants’ equipment was attached to which poles,
18 when the poles failed, or how Plaintiffs determined the poles failed due to overloading rather than
19 another cause like damage from the fire itself, high winds, fallen trees, or conduct by other utilities.
20 Indeed, Plaintiffs themselves allege that poles failed for other unrelated reasons. (*Id.* ¶ 207.)

21 Plaintiffs fare no better with other aspects of their “overloading” theory. They allege no
22 factual basis for their assertion that Communications Defendants caused “spot fires.” (MC ¶ 323.)¹
23 Paragraph 323 of the MC baldly asserts that DWP’s power lines ignited spot fires when poles broke
24 due to overloading with communications equipment, but without alleging any facts about where or
25 when those spot fires ignited, where they spread, or which properties they damaged.

26 The MC identifies only *one* pole (located at 17281 W. Sunset Blvd.) that Plaintiffs
27

28 ¹ While Plaintiffs elsewhere offer specific details about, or photographs of, some spot fires, they do
not attribute those spot fires to downed poles that were overloaded. (See MC ¶¶ 235-240, 273-279.)

1 purportedly are “informed and believe” was “overloaded with communications equipment, and as
2 a result . . . snapped. . . igniting yet another fire” (MC ¶ 231)—but that allegation is not only
3 insufficient to state a claim but also *incontrovertibly false*. Again, the MC does not allege any facts
4 to support Plaintiffs’ belief either that the pole was overloaded with communications equipment,
5 or that the purported overloading contributed to the pole snapping. Moreover, the judicially
6 noticeable exhibits concurrently filed with Communications Defendants’ request for judicial notice
7 make clear that the pole in question neither “snapped” nor “ignited” a spot fire. Rather, Google
8 Maps images show that the pole remained standing after the Palisades Fire. And CAL FIRE and
9 County maps show the pole is outside the Palisades Fire burn perimeter.²

10 Nor can Plaintiffs rely on photographs purportedly showing a “sample of DWP’s wood
11 utility poles which broke during the Palisades Fire due to being overloaded by third party
12 attachments.” (MC ¶ 323.) Plaintiffs allege no facts to support the claim that the depicted poles
13 were overloaded with communications equipment, failed due to overloading (as opposed to other
14 reasons), or ignited spot fires. Plaintiffs do not even identify who took the photographs, where they
15 were taken, or whether any Communications Defendant owns the equipment shown. The
16 photographs do not warrant any inference against Communications Defendants.

17 Because Plaintiffs do not plead any non-conclusory facts supporting their allegation that
18 Communications Defendants are responsible for fire-related damages, Plaintiffs fail to state a claim.
19 “[C]onclusory allegations” are “insufficient” to drag Communications Defendants into this
20 litigation. (*Popescu, supra*, 1 Cal.App.5th at p. 59; see *Thomas v. Regents of Univ. of Cal.* (2023)
21 97 Cal.App.5th 587, 634 [holding single conclusory allegation was insufficient when plaintiff did
22 “not offer facts in support”].) The MC does not even plead “essential facts”—like locations of the
23 poles or spot fires at issue—needed for each Communications Defendant to investigate the claims
24 and properly defend itself. (*Doe v. City of L.A.* (2007) 42 Cal.4th 531, 550 [plaintiff must “set forth
25 the essential facts of his case with reasonable precision and with particularity sufficient to acquaint
26 a defendant with the nature, source and extent of his cause of action”]; accord *Doheny Park Terrace*

27 ² When ruling on a demurrer, a court may consider a matter that is subject to judicial notice “even
28 if it negates an express allegation of the pleading.” (*Poseidon Development, Inc. v. Woodland Lane
Estates, LLC* (2007) 152 Cal.App.4th 1106, 1117; see Code Civ. Proc., § 430.30, subd. (a).)

1 *Homeowners Assn. v. Truck Ins. Exchange* (2005) 132 Cal.App.4th 1076, 1099.) If the location and
2 effect of alleged conduct are not “essential facts,” it is difficult to imagine what would be. For these
3 reasons, Communications Defendants’ demurrer should be sustained.

4 **2. The MC alleges no facts to show that Communications Defendants**
5 **caused any Plaintiff’s claimed injuries and damages.**

6 Plaintiffs also fail to state a claim for the separate reason that no Plaintiff has alleged facts
7 sufficient to show that Communications Defendants caused his or her claimed injuries. Each cause
8 of action alleged requires a causal link between a defendant’s conduct and a plaintiff’s injuries.³

9 To survive a demurrer, a complaint must either “show plainly the connection between cause
10 and effect,” or “plead specific facts affording an inference” that defendant’s conduct caused the
11 injury. (*Bockrath v. Aldrich Chemical Co.* (1999) 21 Cal.4th 71, 78; see *Christensen v. Super. Ct.*
12 (1991) 54 Cal.3d 868, 900-901.) That requires pleading facts to show “the injury, or its full extent,
13 would not have occurred *but for* that conduct.” (*In re Ethan C.* (2012) 54 Cal.4th 610, 640
14 [emphasis added]; see *Viner v. Sweet* (2003) 30 Cal.4th 1232, 1240.)⁴ Failure to sufficiently allege
15 causation requires dismissal. (See, e.g., *Berkeley v. Dowds* (2007) 152 Cal.App.4th 518, 528.)

16 Here, Plaintiffs have not “plainly” shown *any step* of the causal chain connecting
17 Communications Defendants’ conduct to Plaintiffs’ claimed injuries, nor have they alleged any
18 “specific facts affording an inference” of a causal connection. (*Bockrath, supra*, 21 Cal.4th at p.
19 78.) As discussed above, Plaintiffs plead no facts to show that any Communications Defendant
20 overloaded utility poles, that overloading caused poles to break, that spot fires resulted from
21 downed electric lines on those poles, or that spot fires exacerbated the main Palisades Fire.

22 _____
23 ³ (See, e.g., *City of L.A. v. Super. Ct.* (2011) 194 Cal.App.4th 210, 221 [inverse condemnation];
24 *Thomas v. Stenberg* (2012) 206 Cal.App.4th 654, 662 [negligence]; *Ralphs Grocery Co. v. Victory*
25 *Consultants, Inc.* (2017) 17 Cal.App.5th 245, 262 [trespass]; *S.D. Gas & Electric Co. v. Super. Ct.*
26 (1996) 13 Cal.4th 893, 938 [private nuisance]; *Melton v. Boustred* (2010) 183 Cal.App.4th 521,
27 542 [public nuisance]; *Moses v. Roger-McKeever* (2023) 91 Cal.App.5th 172, 177-178 [premises
28 liability]; *United States v. S. Cal. Edison Co.* (E.D. Cal. 2006) 413 F.Supp.2d 1101, 1129-30
[Health & Saf. Code § 13007].)

⁴ An exception to the “but for” rule is if “two forces are actively operating . . . and each of itself is
sufficient to bring about harm[.]” (*Viner, supra*, 30 Cal.4th at p. 1240.) As in *Viner* though, “[t]his
case does not involve concurrent independent causes,” *ibid.*, because Plaintiffs do not (and could
not) allege that Communications Defendants’ actions were sufficient to harm them in the absence
of the Palisades Fire. (See, e.g., MC ¶ 323 [alleging “spot fires merged with” the main fire].)

1 Nor have Plaintiffs alleged facts to show that Communications Defendants’ conduct caused
2 particular Plaintiffs’ claimed injuries. The MC contains only the conclusory allegation that “[a]s a
3 direct, proximate, and legal result” of Communications Defendants’ conduct, “Plaintiffs suffered
4 damages[.]” (MC ¶ 547; see *id.* ¶¶ 538, 551-553.) That allegation does not come close to specifying
5 that any Plaintiff’s harm would not have occurred “but for” that conduct. (*Viner, supra*, 30 Cal.4th
6 at p. 1240.) The MC contains no allegation that any Plaintiff’s property was located in proximity
7 to a pole that fell and ignited a spot fire, let alone a spot fire caused by “overloading,” much less
8 overloading by a Communications Defendant. Any inquiry into the alleged connection between
9 particular Plaintiffs’ damages and spot fires occurring amid the already-ablaze Palisades Fire is
10 Plaintiff-specific and depends on facts like the proximity of the Plaintiff’s property to a particular
11 failed pole or spot fire and the timing of the spot fire. Plaintiffs have not alleged those facts.

12 Plaintiffs’ failure to allege causation in the MC is not cured by their short-form complaints
13 and notices of adoption. Those pleadings also lack any Plaintiff-specific allegations to put
14 Communications Defendants on notice of which Plaintiffs’ injuries they allegedly caused. This is
15 so even though the forms include space for additional “Causation Allegations,” allowing each
16 Plaintiff to plead how defendants “caused their damages.” (Case Mgmt. Order No. 2, Ex. A ¶ B.2
17 & Ex. B ¶ H.2 (Dec. 2, 2025).) To date, no Plaintiff has provided additional causation allegations
18 indicating that any Communications Defendant caused his or her damages. (See, e.g., *Grigsby*
19 Notice of Adoption ¶ B.2 (Dec. 11, 2025) [leaving box for “Causation Allegations” blank].)

20 Moreover, Plaintiffs *cannot* plead that their damages would have been avoided “but for”
21 Communications Defendants’ alleged conduct, because Plaintiffs’ own allegations make clear that,
22 *regardless* of whether poles were overloaded, Plaintiffs’ damages still would have resulted from
23 the main Palisades Fire that was “incinerating everything in its path.” (MC ¶ 241; see *In re Ethan*
24 *C, supra*, 54 Cal.4th at p. 640 [no causation “if the injury would have occurred even if the actor
25 had not acted wrongfully”]; *Viner, supra*, 30 Cal.4th at p. 1240 [“conduct is *not a substantial factor*
26 *in bringing about harm . . . if the harm would have been sustained even if the actor had not been*
27 *negligent*”]; *Yanez v. Plummer* (2013) 221 Cal.App.4th 180, 187 [“conduct is not a substantial
28 factor in causing harm if the same harm would have occurred without that conduct”].) The MC

1 extensively alleges the Palisades Fire originated, was not contained, and instead spread due to
2 actions by others—a chain of causation not involving Communications Defendants. First, the State
3 allegedly failed to prevent the fire’s ignition on its property. (MC ¶¶ 62-84.) Then, the fire allegedly
4 spread due to the collapse of DWP’s water supply (*id.* ¶¶ 135-136, 186, 244-245), DWP’s failure
5 to maintain its poles or de-energize its powerlines (*id.* ¶¶ 205-246), landowners’ failure to manage
6 vegetation (*id.* ¶¶ 61, 249, 284, 294, 301), and SoCal Gas’s failure to shut down its gas lines. (*Id.*
7 ¶ 352.) Plaintiffs cannot plausibly maintain they would have avoided their damages if only
8 Communications Defendants had not allegedly overloaded unspecified poles that Plaintiffs
9 speculate fell and ignited unidentified spot fires. The MC’s failure to link any Plaintiff’s injuries to
10 any Communications Defendant defeats the claims.

11 **3. The MC impermissibly lumps defendants together.**

12 Further, Plaintiffs allege no facts specific to any Communications Defendant. Instead, for
13 every allegation, the MC improperly lumps all four defendants together. (See, e.g., MC ¶ 323.) The
14 MC does not allege a single instance in which a *specific* Communications Defendant purportedly
15 owned an attachment that Plaintiffs believe overloaded a pole or led to a spot fire. The MC does
16 not explain how, if at all, *each* Communications Defendant allegedly contributed to the Palisades
17 Fire. Notably, Communications Defendants are the only defendants in the MC without any
18 individualized allegations. For that reason, too, the claims are uncertain and the MC fails to state a
19 claim. (See *Arce, supra*, 211 Cal.App.4th at p. 1467 [allegations found “uncertain” when they
20 “lump[ed] all of the [defendants] together”]; *Falahati v. Kondo* (2005) 127 Cal.App.4th 823, 829
21 [boilerplate allegations about “defendants and each of them” failed to state a claim].)

22 **B. Alternatively, the Court should dismiss on claim-specific grounds.**

23 Each cause of action also fails to state a claim and is uncertain because it suffers from
24 additional pleading defects independently requiring dismissal.

25 **1. Plaintiffs fail to state a claim for inverse condemnation.**

26 An inverse-condemnation claim is an action under the California Constitution’s eminent-
27 domain provision “to recover damages for injuries to private property caused by a public
28 improvement[.]” (*City of Oroville v. Super. Ct.* (2019) 7 Cal.5th 1091, 1097; see Cal. Const., art. I,

§ 19.) Plaintiffs must allege “a public entity has taken or damaged their property for a public use.” (*Barham v. S. Cal. Edison Co.* (1999) 74 Cal.App.4th 744, 751 [citing *S.D. Gas & Electric Co.*, *supra*, 13 Cal.4th at pp. 939-940].) And the damage must be “substantially caused by an inherent risk presented by the deliberate design, construction, or maintenance of the public improvement.” (*Oroville*, *supra*, 7 Cal.5th at p. 1105.) Plaintiffs do not and cannot allege those elements.

a. No Communications Defendant is a public entity. As an initial matter, Plaintiffs do not and cannot allege that any Communications Defendant is a “public entity.” To the contrary, the MC concedes that Communications Defendants are “*NON-PUBLIC ENTITIES*,” as they are privately-owned companies that provide services to commercial subscribers in a competitive market. (MC, p. 5 [emphasis added]; see *id.* ¶¶ 27-29.)

Plaintiffs also do not and cannot allege that any Communications Defendant should be *treated* as a public entity. While California courts sometimes have deemed privately-owned utilities to be “public entities” for purposes of inverse condemnation, they have done so only in a specific circumstance not present here—namely, when a privately-owned utility has “monopolistic or quasi-monopolistic authority, deriving directly from its exclusive franchise provided by the state.” (*Pacific Bell Telephone Co. v. S. Cal. Edison Co.* (2012) 208 Cal.App.4th 1400, 1406 [citing *Gay Law Students Assn. v. Pacific Telephone & Telegraph Co.* (1979) 24 Cal.3d 458, 471].) That is “the *dispositive factor*” for imposing inverse condemnation liability on a private entity. (*Id.* at p. 1407 [emphasis added] [citing *Eachus v. L.A. Consolidated Electric Ry. Co.* (1894) 103 Cal.614, 615-16]; accord *Simple Avo*, *supra*, 102 Cal.App.5th at pp. 301-302.)

Here, Plaintiffs have not alleged that any Communications Defendant has any “monopolistic or quasi-monopolistic authority” derived “from [an] exclusive franchise provided by the state.” (*Pacific Bell*, *supra*, 208 Cal.App.4th at p. 1406; see MC ¶¶ 534-541.) Nor could they. As the MC makes clear, each of the *four* Communications Defendants provides internet, cable, and/or phone services in the Pacific Palisades (MC ¶¶ 27-30), and thus faces competition from other Communications Defendants, not to mention other private entities in the market. As such, none of the Communications Defendants can be alleged to have an “exclusive franchise” from the state, and if any Communications Defendant tried to pass on potential losses from an inverse-

1 condemnation claim to its customers, it would risk losing those customers to a competitor.⁵

2 That is fatal to Plaintiffs' claim because the "fundamental policy" underlying inverse
3 condemnation is "to spread among the benefiting community any burden disproportionately borne
4 by a member of that community[.]" (*Barham, supra*, 74 Cal.App.4th at p. 752 [citing *Belair v.*
5 *Riverside Cnty. Flood Control Dist.* (1988) 47 Cal.3d 550, 558]; see *Simple Avo, supra*, 102
6 Cal.App.5th at pp. 303-304 [privately-owned public utility was subject to inverse-condemnation
7 claim because it could potentially spread losses by applying to PUC to raise rates]; see also *Cantu*
8 *v. Pacific Gas & Electric Co.* (1987) 189 Cal.App.3d 160, 165; *Holtz v. Super. Ct.* (1970) 3 Cal.3d
9 296, 303.) As private entities providing competitive services to individual customers who choose
10 whether or not to subscribe, Communications Defendants have no ability to spread losses without
11 the risk of losing customers to competitors. (Cf. *Shehyn v. Ventura Cnty. Pub. Works Agency* (2025)
12 108 Cal.App.5th 1254, 1260 ["customers of a state-sanctioned monopoly," unlike customers of a
13 private entity subject to competition, "must choose between receiving their utility's [services] or
14 none at all"].) Imposing inverse-condemnation liability thus would defy the "fundamental policy"
15 behind the cause of action. Instead of spreading costs, it would saddle specific entities with losses
16 and stifle development, ultimately harming the community and consumers.

17 No California court has ever imposed inverse-condemnation liability on a private company
18 providing competitive communications services to commercial subscribers. Nor has any California
19 court ever deemed the provision of competitive voice, internet, or cable services to be public uses
20 giving rise to inverse condemnation.⁶ This Court should not be the first to do so.

21 _____
22 ⁵ Indeed, the Legislature's mandate to the Public Utilities Commission ("PUC") is to promote
23 competitive markets for communications services. (Pub. Util. Code, § 709, subd. (g).) The PUC
24 deregulated the market for voice services upon finding it to be competitive. (*Order Instituting*
25 *Rulemaking* (Cal. Pub. Util. Com. Aug. 24, 2006), 2006 WL 2527822.) And the PUC has found
26 that most California residents are served by multiple broadband providers. (*Order Instituting*
27 *Rulemaking* (Cal. Pub. Util. Com. Dec. 1, 2016), 2016 WL 7243749, at *6-9.) Likewise, the
28 Telecommunications Act of 1996 eliminated the monopolistic authority and exclusive franchises
that states historically granted to telecommunications providers in favor of competitive markets.
(See, e.g., *Verizon Communications, Inc. v. Law Offices of Curtis V. Trinko, LLP* (2004) 540 U.S.
398, 402; *AT&T Corp. v. Iowa Utils. Bd.* (1999) 525 U.S. 366, 370; 79 Ops.Cal.Atty.Gen. 301
(Dec. 31, 1996), 1996 WL 751813, at *3-4.)

⁶ Although the California Supreme Court once noted in dicta nearly 60 years ago that a State-
franchised telephone company may be liable for inverse condemnation based on its exercise of
State-delegated eminent-domain powers, that decision is not relevant here. (*Pettis v. Gen.*

1 b. Plaintiffs’ damages were not substantially caused by risks inherent in Communications
2 Defendants’ deliberate conduct. Nor have Plaintiffs alleged facts indicating that their damages were
3 “substantially caused by an inherent risk presented by the deliberate design, construction, or
4 maintenance of the public improvement.” (*Oroville, supra*, 7 Cal.5th at p. 1105.) In requiring that
5 the alleged public improvement itself create the risk, the California Supreme Court has made clear
6 that inverse condemnation requires “more than just a causal link—however tenuous—between the
7 existence of the public improvement and the property damage.” (*Id.* at p. 1111.) It “require[s] that—
8 even in the case of multiple concurrent causes—the injury to private property is an *inescapable or*
9 *unavoidable consequence of the public improvement as planned and constructed.* [citation]” (*Id.* at
10 p. 1108 [emphasis added; internal quotation marks omitted]). That “inherent risk assessment . . .
11 operates as a preventive measure to ensure that not all private property damage bearing some causal
12 relationship to a public improvement results in liability.” (*Id.* at p. 1106.)

13 Courts have refused to impose inverse condemnation liability if the claimed damages were
14 not caused by the inherent risks of a public improvement as deliberately planned. In *City of*
15 *Oroville*, the California Supreme Court held that, even though plaintiffs’ property damages resulted
16 from sewage backup from the city’s system, the city was not liable because it designed the system
17 to include private installation of backwater valves, and plaintiffs never installed the valve that may
18 have prevented their damages. (*Id.* at pp. 1097-1098, 1111.) Courts thus have generally allowed
19 inverse-condemnation claims only when plaintiffs specifically allege deliberate decisions that
20 inherently risked damage. For instance, in *Simple Avo*, plaintiffs stated an inverse-condemnation
21 claim against SCE for igniting a wildfire because they concretely alleged that SCE “chose to forgo
22 regular monitoring and repair of its aging electric infrastructure,” “failed to meet its own target
23 metrics to inspect, assess, and remediate electrical poles that did not meet modern safety standards,”
24 “modified its software to recalculate pole safety factors,” and “reduced the percentage of poles
25 [needing] remediation,” resulting in “cost savings.” (*Simple Avo, supra*, 102 Cal.App.5th at pp.

26
27 *Telephone Co. of Cal.* (1967) 66 Cal.2d 503, 507.) Not only has the competitive landscape for voice
28 services changed dramatically in the intervening decades (see, e.g., *supra*, fn. 5), but the MC alleges
that Communications Defendants attach equipment to poles *not* through eminent domain, but rather
through contracts that DWP has with “approximately 60 . . . private companies.” (MC ¶ 319.)

1 307-308; see *Tilton v. Reclamation Dist. No. 800* (2006) 142 Cal.App 4th 848, 859 [“[G]arden
2 variety inadequate maintenance, as distinguished from a faulty plan involving the design,
3 construction and maintenance . . . is not an adequate basis for an inverse condemnation claim”].)

4 Here, in contrast, Plaintiffs do not sufficiently allege how Communications Defendants’
5 deliberate decisions about their pole attachments inherently posed a fire risk. Although the MC
6 contains conclusory allegations of Communications Defendants allegedly overloading poles and
7 purportedly failing to inspect or maintain communications infrastructure (MC ¶¶ 538, 546, 548),
8 Plaintiffs do not allege any facts that Communications Defendants deliberately designed
9 overloaded poles, reduced monitoring, or altered safety standards. At most, Plaintiffs allege
10 “[g]arden variety inadequate maintenance,” which does not state a claim for inverse condemnation.
11 (*Tilton, supra*, 142 Cal.App.4th at p. 859.)

12 Plaintiffs cannot fall back on any inherent fire risks posed by the design of the
13 communications equipment itself, because Plaintiffs themselves allege that a fire risk materialized
14 only because DWP failed to deenergize its power lines, and it was the power lines (not
15 communications lines) that ignited spot fires. (See *id.* ¶¶ 323, 537.) Plaintiffs do not allege that
16 communication lines are even capable of igniting fires. Notably, no California court has held a
17 communications provider liable for inverse condemnation for wildfire damages. By contrast, courts
18 have imposed inverse condemnation liability in wildfire cases on electric utilities. (See *Simple Avo*,
19 *supra*, 102 Cal.App.5th at p. 308; *Pacific Bell Telephone Co.*, *supra*, 208 Cal.App.4th at p. 1404;
20 *Barham, supra*, 74 Cal.App.4th at p. 754.)

21 Further, Plaintiffs do not adequately allege their purported damages were the “inescapable
22 or unavoidable consequence” of any inherent risks posed by communications equipment. (*Oroville*,
23 *supra*, 7 Cal.5th at p. 1108.) Plaintiffs only allege that spot fires contributed to their claimed
24 damages when they purportedly merged with and exacerbated the main fire that was already
25 engulfing the Palisades due to other unrelated causes. (See MC ¶¶ 323, 537; see *Belair, supra*, 47
26 Cal.3d at pp. 559-560 [“The public improvement would cease to be a substantial contributing
27 factor . . . where it could be shown that the damage would have occurred even if the project had
28 operated perfectly[.]”].) Plaintiffs’ claimed damages from Communications Defendants’ conduct

1 thus were not “inescapable and unavoidable”: the MC’s own allegations show that the damage
2 *could* have been avoided—if, for instance, other Defendants had taken action to prevent the
3 ignition, contain, or stop the spread of the main fire. The “tenuous” causal link asserted between
4 Plaintiffs’ damages and the purported inherent risks of Communications Defendants’ equipment is
5 insufficient to state a claim for inverse condemnation. (*Oroville, supra*, 7 Cal.5th at p. 1111.)

6 **2. Plaintiffs fail to state any common-law tort claims.**

7 All of Plaintiffs’ tort claims—negligence, trespass, nuisance, premises liability, and
8 violation of Health and Safety Code section 13007 (see MC ¶¶ 542-548, 561, 569, 588, 592)—fail
9 as a matter of law because Communications Defendants did not owe Plaintiffs a legal duty.

10 Duty is an essential element that “must be established in every tort action.” (*C.A. v. William*
11 *S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 876.) That goes for each of the tort claims
12 Plaintiffs assert here.⁷ “Duty is a question of law for the court,” and the existence of a duty is
13 determined by evaluating several public policy factors including “the foreseeability of harm to the
14 plaintiff,” “the closeness of the connection between the defendant’s conduct and the injury
15 suffered,” and “the extent of the burden to the defendant and consequences to the community of
16 imposing a duty to exercise care with resulting liability for breach[.]” (*Kesner, supra*, 1 Cal.5th at
17 p. 1143 [quoting *Rowland v. Christian* (1968) 69 Cal.2d 108, 113].)

18 Considering those factors, Plaintiffs’ allegations do not show that Communications
19 Defendants owed a legal duty to prevent or avoid the fire damages asserted here, which allegedly
20 resulted from (1) an *arsonist* and (2) *other* Defendants’ conduct. (See, e.g., *Melton, supra*, 183
21 Cal.App.4th at pp. 531-532 [“*criminal* conduct by a third party” requires “an extraordinarily high
22 degree of foreseeability” to impose duty].) Communications Defendants could not have foreseen
23 that supposed pole overloading would be blamed for an area-wide wildfire already “incinerating
24 everything in its path” (MC ¶ 241) due to a cascade of criminal acts and failures by other parties
25 that Communications Defendants had no duty to prevent. “[A]s a general matter, there is no duty
26

27 ⁷ (See *Kesner v. Super. Ct.* (2016) 1 Cal.5th 1132, 1142 [negligence]; *McBride v. Smith* (2018) 18
28 Cal.App.5th 1160, 1174 [trespass]; *Melton, supra*, 183 Cal.App.4th at pp. 530, 542 [nuisance and
premises liability]; *Exact Property & Casualty Co. v. Union Pacific Railroad Co.* (E.D. Cal. July
1, 2021) 2021 WL 2711188, at *3 [Health & Saf. Code § 13007].)

1 to act to protect others from the conduct of third parties.” (*Brown v. USA Taekwondo* (2021) 11
2 Cal.5th 204, 214.) In fact, neither the MC nor any short-form complaint or notice of adoption makes
3 an effort to connect any Plaintiff’s harms with an allegedly overloaded pole or spot fire, further
4 undermining any connection between Communications Defendants’ conduct and the alleged harm.
5 Communications Defendants also have no special relationship with Plaintiffs. (See, e.g.,
6 *Greyhound Lines, Inc. v. Dept. of Cal. Highway Patrol* (2013) 213 Cal.App.4th 1129, 1137 [special
7 relationships are “narrow and [] reserved for a very limited class of unusual cases”]; *Brown v. Metro*
8 *by T-Mobile* (C.D. Cal. 2024) 768 F.Supp.3d 1068, 1091 [rejecting that “major telecommunications
9 provider” had a special relationship with public as “not supported by fact, law or policy”].)

10 Moreover, the Court should not impose a duty on Communications Defendants here,
11 because such a broad tort duty would overburden communications companies with expansive
12 liability for fire damages anywhere they attach their equipment. At a minimum, communications
13 companies would increasingly expend resources to defend against wildfire lawsuits even when the
14 claimed damages had only a remote (at best) connection to their conduct. The California Supreme
15 Court has cautioned courts to “avoid limitless liability out of all proportion to the degree of a
16 defendant’s negligence.” (*Bily v. Arthur Young & Co.* (1992) 3 Cal.4th 370, 398 [quoting *Thing v.*
17 *La Chusa* (1989) 48 Cal.3d 644, 663-664]; see *S. Cal. Gas Leak Cases* (2019) 7 Cal.5th 391, 414.)
18 Imposing a duty would create such disproportionate liability here.

19 Plaintiffs also cannot rely on their cause of action under Health and Safety Code section
20 13007 to find that Communications Defendants have a legal duty or may be liable here. Section
21 13007 creates a cause of action for fire damages against “[a]ny person who personally or through
22 another wilfully, negligently, or in violation of law, sets fire to, allows fire to be set to, or allows a
23 fire kindled or attended by him to escape to, the property of another[.]” The MC is devoid of any
24 allegation that any Communications Defendant either *set* any fire, or *allowed* any fire to be set, or
25 *kindled* or *attended* any fire that escaped to, another’s property. The Health and Safety Code
26 violation, like Plaintiffs’ other tort claims, therefore fails and should be dismissed.

27 **V. CONCLUSION**

28 The Court should sustain Communications Defendants’ demurrer to the MC.

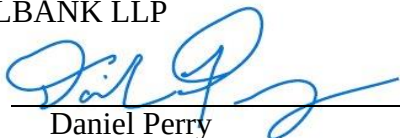
1 Dated: May 29, 2026

MAYER BROWN LLP

2 By: 
3 Bronwyn F. Pollock

4 Attorneys for Defendant
5 Spectrum Pacific West, LLC

6 MILBANK LLP

7 By: 
8 Daniel Perry

9 Attorneys for Defendant
10 Frontier Communications

11 PAUL HASTINGS LLP

12 By: 
13 Susan K. Leader

14 Attorneys for Defendants Pacific Bell Telephone
15 Company and AT&T Mobility LLC

1 **PROOF OF SERVICE**

2 I, Kendall E. Benavides, declare:

3 I am employed in Los Angeles County, California. I am over the age of eighteen years
4 and not a party to the within-entitled action. My business address is Mayer Brown LLP, 333
5 South Grand Avenue, 47th Floor, Los Angeles, California 90071-1503. On May 29, 2026, I
6 served a copy of the within document(s):

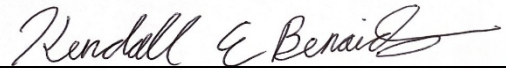
7 **COMMUNICATIONS DEFENDANTS' NOTICE OF DEMURRER AND**
8 **DEMURRER TO INDIVIDUAL PLAINTIFFS' REVISED MASTER COMPLAINT;**
9 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**



11 **BY ELECTRONIC TRANSMISSION:** Pursuant to Court Order Authorizing
Electronic Service, I provided the document listed above electronically on the CASE
ANYWHERE Website to the parties on the Service List maintained on the CASE
ANYWHERE Website for this case. Case Anywhere is the on-line e-service provider
designated in this case.

12 I declare under penalty of perjury under the laws of the United States of America that the
13 above is true and correct.

14 Executed on May 29, 2026, at Los Angeles, California.

15 

16 _____
Kendall E. Benavides