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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

PALISADES FIRE LITIGATION

DAN GRIGSBY, et al.,
Plaintiffs,

v.

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

Defendants.

Lead Case No. 25STCV00832

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

**PLAINTIFFS' OPPOSITION TO
PALISADES BOWL DEFENDANTS'
JOINT DEMURRER TO THE
REVISED MASTER COMPLAINT**

Date: September 23, 2026

Time: 1:45 p.m.

Dept.: 7

AND ALL RELATED CASES

Action Filed: January 13, 2025

Trial Date: Not set

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1 **I. INTRODUCTION**

2 The Revised Master Complaint (“RMC”) alleges in specific detail that the Palisades Bowl
3 Defendants owned, managed, and operated the Palisades Bowl Mobile Estates; that from August 2,
4 2024 through January 7, 2025 they failed to maintain vegetation, common areas, and safety systems;
5 and that these failures contributed to the destruction of the park in the Palisades Fire. Each of the
6 four challenged causes of action — negligence, public nuisance, private nuisance, and breach of
7 contract — is supported by specific factual allegations that adequately state a claim under
8 California’s liberal pleading standards.

9 On February 19, 2026, this Court issued two demurrer rulings in this coordinated proceeding,
10 overruling demurrers by the City of Los Angeles and LADWP in their entirety and overruling the
11 State of California’s demurrer in substantial part. On July 22, 2026, the Court issued a third directly
12 relevant ruling, overruling MRCA’s demurrer in its entirety. (Order Re City of Los Angeles and
13 LADWP’s Demurrer to the Master Complaint, Feb. 19, 2026 ("City Order"); Order Re State of
14 California’s Demurrer to the Master Complaint, Feb. 19, 2026 ("State Order"); Order on Defendant
15 Mountains Recreation and Conservation Authority’s Demurrer & Motion to Strike, July 22, 2026
16 ("MRCA Order").) These rulings establish the governing pleading rules and now specifically hold
17 that overgrown or cut brush left on property may constitute a dangerous fire condition, that notice
18 concerns the hazardous condition rather than advance notice of the ignition, and that nuisance claims
19 based on that condition survive demurrer. The Palisades Bowl allegations are materially stronger:
20 they concern a residential mobile home community in a designated extreme-fire-risk area, repeated
21 resident complaints, months of inaction, and an alleged gas-fed "blow-torch effect" that spread the
22 fire through the park.

23
24 **II. BACKGROUND AND PROCEDURAL POSTURE**

25 This action is part of the coordinated Palisades Fire Litigation assigned to this Court. The
26 four causes of action at issue — Fifty-First (Negligence), Fifty-Second (Public Nuisance), Fifty-
27 Third (Private Nuisance), and Fifty-Fourth (Breach of Contract) — are each expressly limited to
28 “the tenants and residents of the Palisades Bowl.” (RMC ¶¶ 821, 831, 841, 850.)

1 The factual predicate for all four claims is set out in paragraphs 334 through 347 of the RMC
2 (Section R). The Palisades Bowl is “a mobile home community located at 16321 Pacific Coast
3 Highway in Pacific Palisades.” (RMC ¶ 334.) Plaintiffs “lived in or resided in the Palisades Bowl”
4 and “relied upon the PALISADES BOWL OWNERS AND MANAGER to maintain the Palisades
5 Bowl pursuant to month-to-month rental arrangements.” (RMC ¶¶ 335–336.) The core failures
6 alleged in paragraphs 339–347 span August 2, 2024 through January 7, 2025, and include failures
7 in vegetation management, fire code compliance, emergency planning, gas shutoff training, and
8 post-fire security. Each cause of action incorporates the body allegations by reference. (RMC ¶¶
9 822, 832, 842, 851.)

11 **III. LEGAL STANDARD AND LAW OF THE CASE**

12 **A. The Demurrer Standard.**

13 A demurrer tests whether the complaint states a cause of action as a matter of law. *Hahn v.*
14 *Mirda*, 147 Cal.App.4th 740, 747 (2007). The court accepts as true all material facts properly
15 pleaded and “give[s] the complaint a reasonable interpretation, and read[s] it in context.”
16 *Schifando v. City of Los Angeles*, 31 Cal.4th 1074, 1081 (2003). “The defects must be apparent on
17 the face of the pleading or via proper judicial notice.” *Donabedian v. Mercury Ins. Co.*, 116
18 Cal.App.4th 968, 994 (2004). “[T]he only issue involved in a demurrer hearing is whether the
19 complaint, as it stands, unconnected with extraneous matters, states a cause of action.” *Hahn*, 147
20 Cal.App.4th at 747; see also *SKF Farms v. Superior Court*, 153 Cal.App.3d 902, 905 (1984). No
21 extrinsic evidence may be considered — “no ‘speaking demurrers’.” *Ion Equipment Corp. v.*
22 *Nelson*, 110 Cal.App.3d 868, 881 (1980); Code Civ. Proc. §§ 430.10, 430.30. If the complaint
23 states a cause of action under any theory, the demurrer must be overruled. *Aubry v. Tri-City*
24 *Hospital Dist.*, 2 Cal.4th 962, 967 (1992).

25 **B. The Court’s February 19 and July 22, 2026 Orders Govern This Demurrer.**

26 The law-of-the-case doctrine applies to a trial court’s own rulings. When a court decides a
27 legal question during a proceeding, that ruling must be followed in later stages of the same case.
28 *People v. Shuey* (1975) 13 Cal.3d 835, 845; *Kowis v. Howard* (1992) 3 Cal.4th 888, 892–893;

1 *Branciforte Heights, LLC v. City of Santa Cruz* (2006) 138 Cal.App.4th 914, 928; *Yu v. Signet*
2 *Bank/Virginia* (2002) 103 Cal.App.4th 298, 309.

3 The coordinate-jurisdiction rule likewise bars one judge from overruling another judge's
4 ruling in the same case. *Plut v. Fireman's Fund Ins. Co.*, 85 Cal.App.4th 98, 107 (2000); *People v.*
5 *Scott*, 16 Cal.3d 242, 246 (1976). Here, the same judicial officer issued all three prior rulings in
6 this coordinated proceeding.

7 Those principles have added force here. The coordination trial judge may "hear and
8 determine any motion, demurrer, or other application in any included action." (Cal. Rules of
9 Court, rule 3.541(c); see also rules 3.501, 3.550; Code Civ. Proc., § 404.1.) Applying one pleading
10 standard to the City and LADWP and another to the Bowl Defendants on the same master
11 complaint would defeat the consistency coordination is intended to achieve.

12 The July 22 MRCA Order adds a ruling on allegations materially parallel to those here.
13 The Court held that allegations of overgrown and cut brush left on the defendant's property
14 sufficiently pleaded a dangerous condition, actual or constructive notice, and both public and
15 private nuisance. (MRCA Order at 6–10, 12–14.) Applying a different pleading rule to the
16 Palisades Bowl Defendants would produce inconsistent rulings on the same RMC and the same
17 fire-spread theory.

18 The doctrine promotes finality and prevents "the perpetual renewal of issues once
19 decided." *Morohoshi v. Pacific Home* (2004) 34 Cal.4th 482, 491. Departure is permitted only
20 when the prior ruling was clearly erroneous or controlling authority has changed. *Clemente v.*
21 *State of California* (1985) 40 Cal.3d 202, 209. Neither circumstance exists.

22 **C. What the Prior Orders Decided.**

23 The City Order, State Order, and MRCA Order necessarily decided the following legal
24 questions, each of which governs this demurrer:

25 (1) **The applicable demurrer standard** in this proceeding (City Order at 6–7; State
26 Order at 4–5);

27 (2) **No speaking demurrers:** extrinsic evidence not subject to judicial notice may not
28 be considered (City Order at 6; State Order at 4);

- 1 (3) **Causation by incorporation:** when a cause of action incorporates the body
2 paragraphs of the RMC by reference, those paragraphs satisfy the causation
3 particularity requirement (City Order at 21);
- 4 (4) **Knowledge need not be pleaded with heightened particularity** for matters
5 presumptively within the defendant's knowledge (State Order at 13);
- 6 (5) **Overgrown brush on property creates a public nuisance:** overgrown brush in
7 violation of applicable fire codes states a claim for public nuisance (City Order at
8 17–20);
- 9 (6) **Factual and policy questions must await a developed evidentiary record** and
10 cannot be resolved on demurrer (City Order at 11; State Order at 10).
- 11 (7) **Overgrown or cut brush left on property can itself constitute a dangerous**
12 physical condition and fire hazard, apart from the acts of any third party who may
13 have started the original fire (MRCA Order at 6–7);
- 14 (8) **The relevant notice is notice of the hazardous property condition—not**
15 **advance** notice of the fire's ignition or rekindling—and repeated complaints
16 adequately plead actual notice (MRCA Order at 10); and
- 17 (9) **Where the dangerous-condition theory is adequately pleaded, public and**
18 **private nuisance** claims premised on that same fire hazard also survive demurrer
19 (MRCA Order at 12–14).

20 Each of these rulings bears directly on the arguments the Palisades Bowl Defendants raise
21 here. They are addressed in the specific arguments below.

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1 **IV. ARGUMENT**

2 **A. The “Non-Resident Plaintiff” Challenge Relies on Extrinsic Evidence and**
3 **Raises Fact Questions Not Resolvable on Demurrer.**

4 **1. The RMC States that These Causes are From Tenants and Residents.**

5 Each of the four challenged causes of action opens with the same limitation: “Plaintiffs
6 bringing this cause of action are the tenants and residents of the Palisades Bowl.” (RMC ¶¶ 821,
7 831, 841, 850.)

8 It has recently come to Liaison Counsel’s attention that there are additional affected plaintiffs
9 within the Palisades Fire litigation who wish to pursue claims against the Palisades Bowl defendants
10 who are otherwise not incorporated by this definition. For example, there are residents of the
11 adjacent Tahitian Terrace mobile home park who believe the Palisades Bowl defendants are partially
12 responsible for the burning of their property in Tahitian Terrace.

13 While this is a discrepancy that was not anticipated at the time of the drafting of the RMC,
14 Plaintiffs do understand the potential issue. But plaintiffs feel that demurrer is not the proper
15 mechanism to correct the discrepancy.

16 **2. Exhibit A to the Pahl Declaration Is a Speaking Demurrer This Court**
17 **Has Already Rejected as Law of the Case.**

18 The defense grounds its non-resident challenge on Exhibit A to the Pahl declaration — an
19 address-based list compiled from short-form complaint fields. That exhibit does not appear in the
20 RMC, is not the subject of a request for judicial notice, and may not be considered on demurrer.
21 Code Civ. Proc. §§ 430.10, 430.30. This Court has already held in this proceeding that “[n]o other
22 extrinsic evidence can be considered (i.e., no ‘speaking demurrers’),” citing *Ion Equipment Corp.*
23 *v. Nelson*, 110 Cal.App.3d at 881. City Order at 6; State Order at 4. That ruling is law of the case.
24 *People v. Shuey*, 13 Cal.3d at 845. The Pahl declaration is precisely the kind of extrinsic evidence
25 this Court’s prior rulings prohibit.

26 The MRCA Order confirms the same rule in a closely related setting. Although the Court
27 granted judicial notice of public records, it expressly refused to notice “the truth of assertions within
28 these records” and observed that a request for judicial notice first filed with a reply “is not

1 permissible.” (MRCA Order at 3.) A fortiori, the Court cannot accept the truth of an attorney-
2 compiled address list that is neither pleaded nor judicially noticeable.

3 **3. Residency and Tenancy Status Are Factual Questions.**

4 Whether any particular plaintiff is a qualifying tenant, resident, homeowner, displaced
5 occupant, trust beneficiary, or derivative claimant cannot be determined by reading short-form
6 address fields. The RMC alleges that Plaintiffs “lived in or resided in the Palisades Bowl” and
7 “purchased preexisting homes or recreational vehicles or purchased and installed their own at the
8 property, and/or lived in such homes.” (RMC ¶ 335.) Whether any plaintiff’s circumstances fall
9 within that description is a question of fact. In both prior orders, this Court consistently reserved
10 factual questions for a developed evidentiary record rather than resolving them on demurrer. City
11 Order at 11; State Order at 10. That ruling is law of the case.

12 Plaintiffs do understand that the language in the RMC arguably limits who can bring actions
13 against the Palisades Bowl defendants. Plaintiffs believe that this situation could be addressed by
14 stipulation with the Palisades Bowl defendants. Or plaintiffs could simply amend the complaint to
15 take out the arguably restrictive language and allow anyone to sue the Palisades Bowl defendants.

16 **B. Negligence is Adequately Pleaded (51st Cause Of Action, RMC ¶¶ 821–830).**

17 CACI No. 400 identifies the essential factual elements of negligence. CACI No. 401 supplies
18 the basic standard of care. The RMC pleads each element with specificity. See *Quelimane Co. v.*
19 *Stewart Title Guaranty Co.*, 19 Cal.4th 26, 57 (1998).

20 **1. Duty (CACI No. 401).**

21 The RMC alleges that “[t]he PALISADES BOWL OWNERS AND MANAGER and DOES
22 1 through 20, inclusive, each owed the Palisades Bowl Plaintiffs a duty of care to properly operate,
23 manage, and maintain the Palisades Bowl in a reasonable manner, and in compliance with laws and
24 statutes, so as to not cause harm and damages to the homeowners and residents.” (RMC ¶ 825.)

25 The RMC further alleges that Defendants knew the park was located “in a Very High Fire
26 Hazard Severity Zone (‘VHFHSZ’) zone as designated by the Los Angeles Fire Department as well
27 as in a Tier 2 extreme fire risk danger zone pursuant to the CPUC’s 2018 Fire-Threat Map.” (RMC
28 ¶ 340.) Under CACI No. 401, the standard of care is measured against a reasonably careful person

1 in the same situation. See *Mendez v. Rancho Valencia Resort Partners, LLC*, 3 Cal.App.5th 248,
2 263 (2016).

3 **2. Breach (CACI No. 401).**

4 The RMC alleges that beginning August 2, 2024, Defendants “breached their duties of care
5 owed to the Palisades Bowl Plaintiffs by failing to operate, manage, and maintain the Palisades
6 Bowl in a reasonable manner.” (RMC ¶ 826.) Specifically:

7 failing to maintain vegetation on the hillside and to also clear overgrown brush
8 and vegetation; failing to comply and ensure conformance with LAMC §§
9 57.4906.5.2 and 57.4906.5.1.1.1, and Civil Code § 798.37.5, regarding
10 maintenance and clearance of plants, vegetation, and overgrown brush; failing to
11 manage conditions of the community so there would be an extreme risk of fire
12 damage; failing to create and implement an emergency preparedness plan that
13 included instructions and tools to shut off the Palisades Bowl’s natural gas
14 supply; failing to train onsite staff and management on how to turn off the natural
15 gas at the Palisades Bowl; and failing to retain a private firefighting company to
16 protect the Palisades Bowl. (RMC ¶ 826.)

17 The RMC also alleges that Defendants “knew, or should have known, of the NWS Fire
18 Weather Watch warnings made on January 3, 2025 and thereafter” and had “sufficient and adequate
19 time to conduct the long-neglected brush clearance.” (RMC ¶ 341.) The onsite manager “attempted
20 to shut off the natural gas supply valve within the Palisades Bowl, but she lacked the proper tools,
21 knowledge, and training on how to turn the gas off” because Defendants “failed to provide the onsite
22 manager with the proper tools, knowledge, and training.” (RMC ¶ 345.)

23 The MRCA Order rejects the premise that brush conditions become legally irrelevant merely
24 because someone else may have ignited the original fire. Distinguishing *Avedon*, the Court held that
25 Plaintiffs had alleged a dangerous condition “apart from the wrongful acts of a third person” because
26 overgrown or cut brush left on the land created a fire hazard and contributed to the fire’s spread.
27 (MRCA Order at 7.) The same reasoning applies here, where the pleaded property conditions—
28 uncleared hillside vegetation, deficient irrigation and emergency preparation, and an unshut natural-
gas supply—allegedly intensified and propagated the fire after it reached the Bowl.

3. **Causation (CACI No. 430) and Damages.**

CACI No. 430 provides that a defendant’s conduct is a substantial factor in causing harm if
it contributed to the harm, even if not the only cause. The RMC alleges that Defendants’ “negligent

1 actions, and inactions, . . . were each substantial factors in causing the harm suffered by the Palisades
2 Bowl Plaintiffs.” (RMC ¶ 829.) The mechanism is specifically pleaded: “[t]he fire consumed the
3 mobile homes and Spaces 5 and 6, and then spread through the other overgrown brush and
4 vegetation aided by the blow-torch effect of the natural gas supply that remained on” because the
5 manager lacked the tools and training to shut it off. (RMC ¶ 346.) “The entire Palisades Bowl was
6 destroyed.” (RMC ¶ 347.)

7 The causation allegations also satisfy the RMC’s incorporation structure. The City Order
8 held that incorporated body allegations “allege causation with sufficient particularity.” (City Order
9 at 21.) The Bowl claims use the same structure (RMC ¶¶ 822, 832, 842, 851), and paragraphs 339–
10 347 describe how Defendants’ failures caused the park’s destruction. Whether those failures were a
11 substantial factor alongside other causes is for the jury. *Butte Fire Cases*, 24 Cal.App.5th 1150, 1158
12 (2018).

13 The MRCA Order likewise states that “[t]he existence of a dangerous condition ordinarily
14 is a question of fact” and may be resolved as a matter of law only where reasonable minds can reach
15 only one conclusion. (MRCA Order at 6, quoting *Zelig v. County of Los Angeles* (2002) 27 Cal.4th
16 1112, 1133.) The detailed allegations here readily permit a reasonable finding that the Bowl’s
17 combustible vegetation and uncontrolled gas supply substantially increased the spread and intensity
18 of the fire.

19 **C. Public Nuisance Under The MRL is Adequately Pleaded (52nd Cause Of**
20 **Action, RMC ¶¶ 831–840).**

21 CACI No. 2050 sets out the essential factual elements of public nuisance. The RMC pleads
22 each element.

23 **1. The Core Public Nuisance Allegations (CACI No. 2050, 1–2).**

24 The RMC alleges that Defendants “created and maintained a continuing nuisance in the
25 community and breached their duties to Palisades Bowl Plaintiffs by substantially failing to provide
26 and maintain the Palisades Bowl common areas in good working order.” (RMC ¶ 833.) Specifically:
27
28

1 failing to maintain appropriate landscaping on the hillsides of the Palisades Bowl
2 with appropriate irrigation; failing to clear the overgrown brush throughout the
3 Palisades Bowl; allowing conditions in the Palisades Bowl to create an extreme
4 risk of fire damage; failing to create and implement an emergency preparedness
5 plan that included instructions and tools to shut off the Palisades Bowl's natural
6 gas supply; failing to train staff to turn off natural gas in the Palisades Bowl
7 during emergencies; failing to retain a private firefighting company to protect the
8 Palisades Bowl; and by violating LAMC §§ 57.4906.5.2 and 57.4906.5.1.1.1
9 requiring the PALISADES BOWL DEFENDANTS to follow all Fire Code
10 regulations to maintain and clear overgrown brush year-round. (RMC ¶ 833.)

11 These conditions created hazards for an entire residential community, satisfying the
12 "considerable number of persons" element. The RMC further alleges these conditions "created and
13 maintained a public nuisance under Civil Code § 798.87." (RMC ¶ 836.)

14 **2. This Court's Prior Ruling That Overgrown Brush States a Public**
15 **Nuisance Is Law of the Case.**

16 In the City Order, this Court overruled the City's demurrer to the public nuisance cause of
17 action (Tenth COA) premised on overgrown brush on City-owned vacant lots that violated the City's
18 own brush clearance ordinances, holding that "[a] fire hazard constitutes a public nuisance" and that
19 the relevant Government Code immunities did not apply. City Order at 19–20, citing *Vedder v.*
20 *County of Imperial*, 36 Cal.App.3d 654, 661 (1974). That ruling — that overgrown brush in violation
21 of applicable fire codes states a public nuisance claim — is law of the case. *People v. Shuey*, 13
22 Cal.3d at 845; *Plut v. Fireman's Fund Ins. Co.*, 85 Cal.App.4th at 107.

23 The MRCA Order independently reaches the same result. It held that allegations of
24 "overgrown brush" and "overgrown and/or cut brush" left on property adequately pleaded a
25 dangerous condition; because MRCA failed to defeat that theory, the Court overruled its demurrer
26 to both public and private nuisance. (MRCA Order at 10, 12–14.) The Court further rejected a broad
27 statutory-authorization defense because authority to conserve or operate land is not express authority
28 to maintain the particular condition alleged to be a nuisance. (Id. at 13–14.)

The same conclusion is supported by *Clary v. City of Crescent City* (2017) 11 Cal.App.5th
274, 288–289. Clary affirmed nuisance abatement where overgrown vegetation on private lots
posed a fire hazard and therefore threatened public health and safety. That published authority
independently confirms that hazardous, overgrown vegetation can constitute a nuisance under

1 Civil Code section 3479; the RMC alleges the same condition here, together with direct resident
2 warnings, noncompliance with fire-clearance requirements, and catastrophic fire spread.

3 The Palisades Bowl Defendants are private parties, not a public entity claiming
4 governmental immunity. If overgrown brush on the City’s vacant lots stated a public nuisance,
5 overgrown brush on a private mobile home park’s hillside — where management had been directly
6 warned by residents of the danger and failed to act for months — states one as well.

7 **3. Knowledge of Dangerous Conditions Is Adequately Pleaded; Less**
8 **Particularity Is Required for Matters Within Defendants’ Knowledge.**

9 The RMC alleges that residents “reported and complained to PALISADES BOWL
10 OWNERS AND MANAGER of the dangerous and overgrown brush conditions on the hillsides of
11 the Palisades Bowl; the need for appropriate irrigation above the Keystone wall; and the conditions
12 in the Palisades Bowl otherwise creating an extreme risk of fire damage,” and that Defendants
13 “negligently failed to correct and maintain the conditions.” (RMC ¶ 835.) These are specific
14 allegations of actual knowledge and deliberate inaction.

15 The State Order held that a plaintiff “need not particularize matters ‘presumptively within
16 the knowledge of the demurring’ defendant.” (State Order at 13, quoting *Thomas v. Regents of*
17 *University of California*, 97 Cal.App.5th 587, 611 (2023).) Conditions on the Bowl’s hillside—
18 reported by Defendants’ own residents—were presumptively within Defendants’ knowledge.

19 The MRCA Order is even more direct. MRCA argued that plaintiffs had not alleged notice
20 of the arsonist or the rekindling. The Court held that this “misunderstands what the alleged
21 dangerous condition is”: because the dangerous condition was the overgrown or cut brush, plaintiffs
22 needed to plead notice of that condition, “not of the fire or rekindling of the fire.” (MRCA Order at
23 10.) It then held that allegations of repeated pre-fire complaints were sufficient to plead actual
24 notice. (Ibid.) Here, paragraph 835 alleges the same kind of repeated resident complaints regarding
25 the Bowl’s dangerous brush, irrigation, and fire-risk conditions.

1 **4. Pre-Suit Notice Under Civil Code Section 798.84 Is Adequately**
2 **Pleaded.**

3 The RMC alleges that, on June 16, 2025, a Palisades Bowl homeowner and resident served
4 the Owners and Manager with notice of the homeowners’ and residents’ intent to commence legal
5 action; that the notice complied with Civil Code section 798.84; and that it was served, without
6 limitation, “on behalf of other current and former homeowners and residents” of the Palisades Bowl.
7 (RMC ¶ 834.) Whether the notice substantially complied with section 798.84 and encompassed the
8 represented residents are factual questions inappropriate for demurrer. *Peredia v. HR Mobile*
9 *Services, Inc.* (2018) 25 Cal.App.5th 680, 693. The City and State Orders likewise defer contested
10 statutory-compliance questions to a developed record. (City Order at 11; State Order at 10.)

11 **5. The MRL’s “Physical Improvements in Common Facilities” Is Not**
12 **Limited to Indoor Amenities (CACI No. 2050, 1).**

13 Civil Code section 798.87 declares a public nuisance when management substantially fails
14 to provide and maintain physical improvements in common facilities. Civil Code section 798.37.5
15 assigns management responsibility for trees within the park and related vegetation systems. The
16 RMC alleges failures in park-wide landscaping, irrigation, hillside vegetation management
17 (including trees and brush behind Spaces 5 and 6), fire code compliance, and emergency
18 infrastructure. (RMC ¶¶ 339, 343, 833.) Whether each condition constitutes a “physical
19 improvement in a common facility” is a merits question for a full factual record. Both prior orders
20 reflect this Court’s consistent practice of deferring statutory scope questions to the merits stage. City
21 Order at 11; State Order at 10.

22 **6. Causation, Damages, and Statutory Remedies (CACI No. 2050, 5–7).**

23 The RMC alleges that the nuisance “was a substantial factor in causing the Palisades Bowl
24 Plaintiffs’ harm” (RMC ¶ 837) and that Plaintiffs suffered “the complete loss of their leasehold
25 interests and value in their homes.” (RMC ¶ 838.) The RMC further seeks a statutory penalty of up
26 to \$2,000 per willful violation under Civil Code § 798.86, and attorneys’ fees under Civil Code §
27 798.85. (RMC ¶ 840.)
28

1 **7. Nuisance and Negligence May Be Pleaded Concurrently.**

2 A plaintiff may plead nuisance and negligence based on the same conduct. *Stoiber v.*
3 *Honeychuck*, 101 Cal.App.3d 903, 920 (1980). The City and State Orders likewise allowed
4 overlapping tort and nuisance theories to proceed. (City Order at 7–17; State Order at 10–21.)

5 **D. Private Nuisance is Adequately Pleaded (53rd Cause Of Action, RMC ¶¶ 841–**
6 **849).**

7 CACI Nos. 2021 and 2022 set out the elements of private nuisance. The RMC pleads each.

8 **1. Property Interest (CACI No. 2021).**

9 The RMC alleges that “[t]he Palisades Bowl Plaintiffs owned, leased, and/or occupied
10 property inside the Palisades Bowl” and “had a right to occupy, enjoy, and/or use their property
11 without interference by PALISADES BOWL AND MANAGER.” (RMC ¶ 843.)

12 **2. Harmful Condition & Substantial Interference (CACI Nos. 2021–2022).**

13 The RMC alleges that Defendants “negligently and recklessly created one or more
14 conditions, and permitted them to exist, that were harmful to the health of the Palisades Bowl
15 Plaintiffs, created hazardous fire conditions, and conditions that substantially interfered with the
16 comfortable occupancy, use, and/or enjoyment of Palisades Bowl Plaintiffs’ property.” (RMC ¶
17 844.) CACI No. 2022 requires the interference be “substantial” — more than slight inconvenience.
18 The RMC alleges “a total loss in the fair market value of their homes.” (RMC ¶ 847.) See *Potter v.*
19 *Firestone Tire & Rubber Co.*, 6 Cal.4th 965, 1001 (1993).

20 That theory is reinforced by the MRCA Order’s ruling that private nuisance survives where
21 a defendant’s own property condition fuels a fire that invades and damages neighboring property.
22 (MRCA Order at 12–14.) The Bowl allegations are more direct because the harmful conditions and
23 the destroyed homes were within the same managed residential community, and the alleged
24 interference was total destruction of Plaintiffs’ possessory interests.

25 **3. Consent, Ordinary Person, Causation, and Balancing (CACI No. 2021).**

26 The RMC alleges Plaintiffs “did not consent to the wrongful conduct” (RMC ¶ 845); that
27 “[a]n ordinary person would reasonably be annoyed or disturbed by the conduct” (RMC ¶ 846); that
28 Defendants’ conduct “is a substantial factor in causing the Palisades Bowl Plaintiffs’ harm” (RMC

¶ 849); and that “[t]he seriousness of Palisades Bowl Plaintiffs’ harm outweighs the public benefit of PALISADES BOWL OWNERS’ AND MANAGER’s conduct.” (RMC ¶ 849.) Plaintiffs suffered “a total loss in the fair market value of their homes; an impairment of the salability of their property; soils that have become hydrophobic; exposure to an array of toxic substances in the Palisades Bowl upon their return; and a lingering smell of smoke, and/or constant soot, ash, and/or dust in the air.” (RMC ¶ 847.) These allegations satisfy each private nuisance element.

The unreasonableness inquiry is objective: the question is whether reasonable persons, considering the whole situation impartially, would regard the interference as unreasonable. *Monks v. City of Rancho Palos Verdes* (2008) 167 Cal.App.4th 263, 303. The alleged destruction of an entire residential community, toxic contamination, smoke, soot, ash, and loss of use easily satisfy that standard. Moreover, nuisance does not require a separate physical injury. *Wilson v. Southern California Edison Co.* (2015) 234 Cal.App.4th 123, 160. Thus, Defendants cannot defeat the claim by characterizing it as duplicative of negligence or by isolating the physical destruction from the continuing interference with use and enjoyment alleged in paragraph 847.

E. Breach Of Contract is Adequately Pleaded (54th Cause Of Action, RMC ¶¶ 850–858).

CACI No. 303 identifies the five elements of breach of contract. CACI No. 304 provides that the contract may be written. The RMC pleads each element.

1. Existence of Contract (CACI No. 303& 304).

The RMC alleges that “[s]ome of the Palisades Bowl Plaintiffs rented a space in the Palisades Bowl under a written rental agreement with the PALISADES BOWL OWNERS.” (RMC ¶ 852.) The RMC further alleges that “[t]he Palisades Bowl Plaintiffs’ tenancies are governed by the terms of those agreements, which incorporate as a matter of law all the provisions of the Mobile home Residency Law (‘MRL’) and the Palisades Bowl’s Rules and Regulations, including the MRL provisions referenced herein.” (RMC ¶ 853.)

California permits pleading written contracts by their legal effect “described in general terms.” *Fremont Indemnity Co. v. Fremont General Corp.*, 148 Cal.App.4th 97, 119 (2007); *Peredia*, 25 Cal.App.5th at 695. This Court’s City Order is law of the case that “each cause of action

1 incorporates the” detailed body allegations and must be read comprehensively in assessing whether
2 the pleading is sufficient. City Order at 21. *People v. Shuey*, 13 Cal.3d at 845.

3 **2. Key Contract Terms (CACI No. 303).**

4 The RMC specifically identifies the key contractual obligations: “[T]he key provisions in
5 each Palisades Bowl Plaintiffs’ rental agreement are that the Palisades Bowl Plaintiffs agree to pay
6 their rent, and in exchange the PALISADES BOWL OWNERS agree to provide and maintain the
7 Palisades Bowl’s common areas, facilities and services and physical improvements in good working
8 order and condition, promises to properly apply and enforce the Palisades Bowl Rules and
9 Regulations and the MRL, including but not limited to Civil Code § 798.37.5 that requires
10 PALISADES BOWL OWNERS AND MANAGER to maintain all trees and plant life in common
11 areas of the Palisades Bowl.” (RMC ¶ 855.)

12 **3. Plaintiffs’ Performance (CACI No. 303).**

13 The RMC alleges that “[t]he Palisades Bowl Plaintiffs each materially performed their
14 obligations under their rental agreements by paying their monthly space rent, unless otherwise
15 excused.” (RMC ¶ 856.)

16 **4. Defendants’ Breach (CACI No. 303).**

17 The RMC alleges that Defendants breached the rental agreements “by, among other things:
18 (a) failing to provide and maintain the Palisades Bowl’s common areas, facilities and services and
19 physical improvements in good working order and condition in order to prevent the spread of fire
20 throughout the Palisades Bowl; and (b) failing to cut, remove and/or trim trees and other landscaping
21 within a number of Palisades Bowl Plaintiffs’ and residents’ spaces and the common areas that pose
22 a specific hazard or health and safety violation such that the Palisades Fire spread throughout the
23 Palisades Bowl and destroyed the Palisades Bowl Plaintiffs’ homes.” (RMC ¶ 857.)

24 **5. Damages (CACI No. 303).**

25 The RMC alleges that “[a]s a proximate result of the PALISADES BOWL OWNERS’
26 breaches, Plaintiffs have been substantially harmed, and are entitled to recover their general,
27 consequential and incidental damages, according to proof at trial. The breaches were each a
28 substantial factor in causing the harm.” (RMC ¶ 858.) As this Court held in the City Order, causes

1 of action that incorporate the body allegations of the RMC satisfy the causation and damages
2 particularity requirements. City Order at 21. That ruling is law of the case.

3 **6. VMA's Contractual Liability Raises Fact Questions.**

4 VMA contends it cannot be liable for breach of contract because the RMC identifies the
5 owners as the landlords. The RMC, however, alleges that “the PALISADES BOWL MANAGER,
6 acting as PALISADES BOWL OWNERS’ agent, was in control of the Palisades Bowl property at
7 all relevant times” (RMC ¶ 824) and that “[c]onsequently, the PALISADES BOWL OWNERS and
8 PALISADES BOWL MANAGER must comply with all the provisions of the MRL and the
9 Palisades Bowl’s Rules and Regulations and a failure to do so would be a breach of contract.” (RMC
10 ¶ 854.) Whether VMA is liable as agent, delegatee, or otherwise assumed contractual obligations is
11 a factual question. Both prior orders confirm this Court’s consistent approach of declining to resolve
12 factual questions at the pleading stage. City Order at 11; State Order at 10. Those rulings are law of
13 the case. *People v. Shuey*, 13 Cal.3d at 845.

14 **F. Uncertainty and Misjoinder Objections Should be Overruled.**

15 A demurrer for uncertainty is sustained only when the complaint is “so unintelligible that
16 the defendant cannot reasonably respond.” *Khoury v. Maly’s of California, Inc.*, 14 Cal.App.4th
17 612, 616 (1993). This Court has already overruled demurrers to the same RMC by the City,
18 LADWP, and the State of California, applying this intelligibility standard and finding the complaint
19 sufficient. City Order at 6–7; State Order at 4–5. Those rulings are law of the case: the RMC is
20 sufficiently clear to state causes of action in this coordinated proceeding. *People v. Shuey*, 13 Cal.3d
21 at 845. If the master pleading was intelligible enough to state claims against the City, LADWP, and
22 the State, it is intelligible enough to state claims against the Palisades Bowl Defendants.

23 Regarding misjoinder, the coordinated proceedings framework provides for master
24 complaints that state common liability theories, with plaintiff-specific details addressed through
25 short-form complaints and case management orders. This Court applied precisely that framework in
26 overruling demurrers to this master complaint. Under the coordinate jurisdiction rule, the Court
27 should apply the same framework here. *Plut v. Fireman’s Fund Ins. Co.*, 85 Cal.App.4th at 107.

1 **G. Leave to Amend Should be Granted if The Court Sustains Any Portion of The**
2 **Demurrer.**

3 Leave to amend is liberally granted where there is any reasonable possibility that the defect
4 can be cured. *Blank v. Kirwan*, 39 Cal.3d at 318. In the State Order, this Court sustained two causes
5 of action without leave to amend, but only because the specific statutory defenses (Civil Code §
6 3482 and the State’s Public Resources Code authority) categorically precluded those theories as a
7 matter of law. State Order at 12, 22. That ruling is instructive: leave to amend is denied without
8 leave only where a categorical legal bar makes amendment futile. *People v. Shuey*, 13 Cal.3d at 845.
9 No analogous categorical statutory bar exists as to the Palisades Bowl Defendants. Each issue raised
10 — plaintiff residency status, notice particulars, statutory scope, contract pleading detail, and VMA’s
11 agency role — is amenable to targeted amendment. Leave to amend should be granted for any
12 portion of the demurrer this Court is inclined to sustain.

13 Recent authority confirms both aspects of this rule. A complaint that states a claim under
14 any legal theory should not be dismissed merely because of defects in the form of pleading.
15 *Morris v. JPMorgan Chase Bank, N.A.* (2022) 78 Cal.App.5th 279, 292-293. And where there is a
16 reasonable possibility that a defect can be cured, denial of leave to amend is an abuse of
17 discretion. *Today’s IV, Inc. v. Los Angeles County Metropolitan Transportation Authority* (2022)
18 83 Cal.App.5th 1137, 1176; *River’s Side at Washington Square Homeowners Assn. v. Superior*
19 *Court* (2023) 88 Cal.App.5th 1209, 1223. At minimum, any perceived deficiency concerning
20 plaintiff status, notice, contractual terms, or VMA’s role is readily curable by targeted
21 amendment.¹

22 **V. CONCLUSION**

23 For these reasons, Plaintiffs respectfully request that the Court overrule the Palisades Bowl
24 Defendants’ joint demurrer in its entirety. The RMC alleges each element of negligence, public

25 _____
26 ¹ Plaintiffs note that this demurrer is targeted at two disparate groups of Plaintiffs involved in the
27 Palisades Fire litigation: those with residency within the Bowl and those with residency outside
28 the Bowl, which came to light after the drafting of the RMC. This demurrer attempts to address all
the plaintiffs at once when these two groups of plaintiffs may actually be suited to separate
plaintiff “groups” where each can be heard on the merits, if necessary.

1 nuisance, private nuisance, and breach of contract through specific facts and incorporated
2 allegations.

3 The Court has repeatedly resolved the governing pleading rules: no speaking demurrers;
4 incorporated allegations adequately plead causation; knowledge need not be pleaded beyond matters
5 within a defendant's control; and overgrown brush may constitute a dangerous condition and
6 nuisance. The MRCA Order further held that such brush may be actionable apart from third-party
7 ignition, that notice concerns the property condition rather than advance knowledge of the fire, and
8 that resulting nuisance claims survive demurrer. (MRCA Order at 6–10, 12–14.) Those holdings
9 compel overruling this demurrer.

10 In the alternative, if the Court is inclined to sustain any portion of the demurrer, Plaintiffs
11 respectfully request leave to amend.

12 Dated: July 31, 2026

BOYLE LAW PC

14 / s / Kevin R. Boyle
15 By: _____

Kevin R. Boyle
Matthew J. Stumpf

Liaison Counsel for Individual Plaintiffs

17 Dated: July 31, 2026

MCNULTY LAW FIRM
WOOD LAW FIRM

19 / s / Peter McNulty
20 By: _____

Peter McNulty
E. Kirk Wood

Liaison Counsel for Individual Plaintiffs

23 Dated: July 31, 2026

ROBERTSON & ASSOCIATES, LLP

25 /s/ Alexander Robertson, IV
26 By: _____

Alexander Robertson, IV

Liaison Counsel for Individual Plaintiffs

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/ s / Roger N. Behle, Jr.

Roger N. Behle, Jr.
Robert A. Curtis

Liaison Counsel for Individual Plaintiffs

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of Los Angeles, State of California. My business address is 100 Wilshire
5 Boulevard, Suite 2000, Santa Monica, California 90401.

6 On July 31, 2026, I served true copies of the following document(s) described as
7 **PLAINTIFFS' OPPOSITION TO PALISADES BOWL DEFENDANTS' JOINT**
8 **DEMURRER TO THE REVISED MASTER COMPLAINT** on the interested parties in this
9 action as follows:

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

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

16 Executed on July 31, 2026, at Los Angeles, California.

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Maria Alegria