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

DAN GRIGSBY, et al.,  
Plaintiffs,  
  
v.  
  
CITY OF LOS ANGELES  
ACTING BY AND THROUGH  
THE LOS ANGELES  
DEPARTMENT OF WATER AND  
POWER, a government entity;  
CITY OF LOS ANGELES, a  
government entity; CALIFORNIA  
DEPARTMENT OF PARKS AND  
RECREATION, a government  
entity; STATE OF CALIFORNIA;  
SOUTHERN CALIFORNIA  
EDISON COMPANY, a California  
corporation; EDISON  
INTERNATIONAL, a California  
corporation; CHARTER  
COMMUNICATIONS, a Delaware  
corporation; FRONTIER  
COMMUNICATIONS, a Delaware  
corporation; AT&T, Inc., a  
Delaware, corporation; COUNTY  
OF LOS ANGELES, a  
government entity; LAS  
VIRGENES MUNICIPAL WATER  
DISTRICT, a public utility;  
SEMPRA ENERGY, a California  
corporation; SOUTHERN  
CALIFORNIA GAS COMPANY, a  
California corporation; J. PAUL  
GETTY TRUST, a California  
charitable trust; MOUNTAIN  
RECREATION AND

Case No.: 25STCV00832  
  
[TENTATIVE] ORDER RE DEFENDANTS  
CITY OF LOS ANGELES AND THE CITY  
OF LOS ANGELES, ACTING BY AND  
THROUGH THE LOS ANGELES  
DEPARTMENT OF WATER AND  
POWER'S DEMURRER TO THE MASTER  
COMPLAINT  
  
Hearing Date: February 5, 2026  
Hearing Time: 8:30 a.m.  
Dept.: 7

CONSERVATION AUTHORITY,  
and DOES 1 through 50,  
inclusive,

Defendants.

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12 Defendants City of Los Angeles (the “City”) and City of Los Angeles, acting  
13 by and through the Los Angeles Department of Water and Power (“LADWP”)  
14 demurrer to the master complaint. The Individual Plaintiffs Dan Grigsby, et al.<sup>1</sup>  
15 who consist of “individuals and other legal entities who were, at all relevant  
16 times, homeowners, renters, business owners, and other individuals and  
17 entities who suffered and/or continue to suffer personal injuries (including but  
18 not limited to physical injuries from smoke and other toxic substance inhalation  
19 and exposure, as well as burn and heat injuries, and other physical injuries  
20 suffered during evacuation, and emotional distress), property losses, and/or  
21 other damages from the Palisades Fire and are estimated to number in excess  
22 of 10,000 individuals and/or other legal entities[.]” (Revised Master Complaint ¶  
23 9), (collectively “Plaintiffs”) oppose the motion.

24 For the reasons explained below, the Court OVERRULES the City and  
25 LADWP’s demurrer to the Revised Master Complaint.

26 I. Procedural History

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<sup>1</sup> Because the number of Individual Plaintiffs is in excess of 10,000 individuals and/or other legal entities, the Court declines to name each Plaintiff individually.

1 This is the lead action for cases relating to the Palisades Fire. Plaintiffs  
2 allege that

3 Defendants conduct contributed to the Palisades Fire which resulted in the  
4 destruction of 6,837 homes and businesses, damage to another 973 structures,  
5 the death of thirteen people, and caused injuries to civilians and firefighters.

6 On January 13, 2025, Plaintiffs filed the initial complaint. On October 8,  
7 2025, Plaintiffs filed a Master Complaint asserting fifty-three causes of action.  
8 On December 1, 2025, Plaintiffs filed the operative Revised Master Complaint  
9 asserting fifty-four causes of action. In relevant part, Plaintiffs assert six causes  
10 of action against the City and

11 LADWP for: (5) Inverse Condemnation (Powerlines) against LADWP, (6)  
12 Inverse Condemnation (Water Supply System) against LADWP, (7) Dangerous  
13 Condition of Public Property (Powerlines) against LADWP, (8) Public Nuisance  
14 (Powerlines) against LADWP, (9) Dangerous Condition of Public Property  
15 against the City, and (10) Public Nuisance against the City.

16 On November 13, 2025, the City and LADWP filed the instant demurrer to  
17 claims against them in the Master Complaint. On December 18, 2025, Plaintiffs  
18 filed an opposition. On January 15, 2026, the City and LADWP filed a reply.

19 II. Master Complaint Allegations

20 In relevant part the Master Complaint alleges that:

21 LADWP is a public utility and the City is a charter city. (Revised Master  
22 Complaint ¶¶ 15-16.)

23 On January 1, 2025, at approximately 12:07 am the Lachman Fire was  
24 reported near Skull Rock on the Temescal Ridge Trail within Topanga State  
25 Park in the Pacific Palisades. (*Id.* ¶¶ 62, 76.) After being contained, the  
26 Lachman Fire left smoldering embers which reignited with the winds picking up  
27 on January 7, 2025. (*Id.* ¶¶ 69-78.) On January 7, 2025, the Palisades Fire  
28 erupted near where the Lachman Fire had burned six days prior. (*Id.* ¶ 85.)

29

1 LADWP designed, constructed, and operated the water supply system in  
2 the Pacific Palisades. (*Id.* ¶ 135.) As designed, the Santa Ynez Reservoir  
3 served a critical role in the overall operation of the system in that it provided the  
4 sole source of 117 million gallons of water but also “provided consistent static  
5 and dynamic pressures necessary for the entire system to function as  
6 designed.” (*Id.* ¶ 135.) “The removal of water from Santa Ynez Reservoir  
7 exposed an inherent risk in the design of the system, namely, a substantial drop  
8 in water pressure, which rendered the system completely inoperable during a  
9 high volume water demand event — such as the Palisades Fire. Stated  
10 differently, the LADWP designed the system knowing that the system would  
11 completely fail during a high-volume demand event if the Santa Ynez Reservoir  
12 was taken offline. Not only would this eliminate 117 [million gallons] of available  
13 water to the public, it would also cause a substantial drop in water pressure  
14 rendering the entire system inoperable during a high-volume demand event.”  
15 (*Ibid.*)

16 “[T]he floating cover on the Santa Ynez Reservoir was defective and prone  
17 to tears, and despite a history of tears in the cover, LADWP failed to perform  
18 detailed monthly inspections or annual underwater inspections of the floating  
19 cover to check for damage and tears.” (*Id.* ¶ 168.) On January 16, 2024,  
20 LADWP discovered a tear in the floating cover. (*Id.* ¶ 169.) The tear was  
21 discovered to be larger than anticipated so LADWP completely drained the  
22 Santa Ynez Reservoir by April 2, 2024 to perform repairs. (*Id.* ¶¶ 169-175.)  
23 Because the Santa Ynez Reservoir had been drained, during the Palisades  
24 Fire, LADWP’s water supply system for the Pacific Palisades “could not keep  
25 pace with the demand placed on the water supply, including the fire hydrants,  
26 and were a substantial cause of the uncontrolled spread of the Palisades Fire.  
27 (*Id.* ¶ 136.)

28 In addition, “LADWP’s wood utility poles which it designed, constructed and  
29 maintained in Pacific Palisades did not meet [CPUC] GO 95 ‘will not fail’ wind

1 speed standards because they were overloaded, beyond their useful life and/or  
2 decayed and not properly guyed or maintained, which resulted in a large  
3 number of wood poles breaking, snapping and/or failing causing energized  
4 powerlines to fall onto structures and flammable vegetation igniting additional  
5 fires throughout Pacific Palisades on January 7, 2025.” (*Id.* ¶ 207.)

6 “LADWP’s Wildfire Mitigation Plan required LADWP to block reclosers  
7 during Red Flag Alerts by the LAFD.” (*Id.* ¶ 208.) “Blocking a recloser is a tool  
8 commonly used by utility companies in Southern California to prevent wildfires  
9 by not allowing electricity to be restored to a powerline after an initial fault has  
10 been detected from either a downed powerline or from contact between a  
11 powerline and a tree limb.” (*Ibid.*)

12 At 1:47pm on January 7, 2025, LADWP’s Electric Trouble System  
13 “requested that circuits at its Distribution Station 29 (‘DS-29’) located on Sunset  
14 Boulevard and Via De La Paz in Pacific Palisades be de-energized ‘due to  
15 proximity to fire.’” (*Id.* ¶ 210.) LADWP sent a Substation Operator to DS-29 to  
16 fulfill this de-energize request, but the Substation Operator ran into traffic on the  
17 way. (*Id.* ¶¶ 214-215.) LADWP personnel informed LADWP’s Energy Control  
18 Center that the Substation Operator to DS-29 and if could in an emergency  
19 remotely de-energize the entire DS-29 station. (*Id.* ¶ 215.) However, “LADWP  
20 never advised that there was an emergency such that DS-29 should be entirely  
21 de-energized.” (*Id.* ¶ 217.) LADWP’s Substation Operator arrived at 6:03pm –  
22 four hours after the request to de-energize. (*Id.* ¶ 218.) Due to a malfunction in  
23 the remote cord, when LADWP’s Substation Operator “attempted to de-  
24 energize the circuits at DS-29 on January 7th, LADWP’s energized powerlines  
25 arced, sparked and ignited multiple fires in Pacific Palisades which caused the  
26 Plaintiffs’ damages as alleged herein.” (*Id.* ¶ 227.)

27 “[M]any of LADWP’s Distribution Stations had outdated and antiquated  
28 equipment which could not be controlled remotely and required a substation  
29 operator to travel to these stations and manually block their reclosers.” (*Id.* ¶

1 228.) “LADWP’s broken and failed equipment at its Distribution Stations,  
2 including but not limited to DS-29, DS-195 and DS-198, was a substantial factor  
3 in causing the damage and destruction of thousands of homes in Pacific  
4 Palisades.” (*Id.* ¶ 232.)

5 The City “owns numerous vacant lots in Pacific Palisades, including but  
6 not limited to 17919 Porto Marina Way, 17857 Porto Marina Way, 17863 Porto  
7 Marina Way, 17908 Castellammare Drive, 17916 Castellammare Drive, and  
8 17945 Porto Marina Way in Pacific Palisades.” (Revised Master Complaint ¶  
9 269.) These City owned lots were overgrown with brush in violation of the City’s  
10 own brush clearance ordinances on January 7, 2025. (*Id.* ¶¶ 269-286.) The  
11 City’s brush clearance ordinances require the removal and maintenance of  
12 vegetation within 100 feet of buildings and makes a violation of these brush  
13 clearance ordinances a public nuisance. (*Id.* ¶¶ 281-283.) Plaintiffs allege that  
14 the overgrown brush on the City’s property contributed to the spread and  
15 intensity of the Palisades Fire. (*Id.* ¶ 284.)

16 III. Request for Judicial Notice

17 In conjunction with the moving papers, the City and LADWP request judicial  
18 notice of the following:

19 A. The City of Los Angeles Department of Water and Power 2024 Wildfire  
20 Mitigation Plan, published in June 2024.

21 B. A Screenshot Public Utilities Commission Fire Threat Map accessible at  
22 [https://capuc.maps.arcgis.com/apps/webappviewer/index.html?id=5bdb921d7](https://capuc.maps.arcgis.com/apps/webappviewer/index.html?id=5bdb921d747a46929d9f00dbdb6d0fa2)  
23 [47a46929d9f00dbdb 6d0fa2](https://capuc.maps.arcgis.com/apps/webappviewer/index.html?id=5bdb921d747a46929d9f00dbdb6d0fa2).

24 In conjunction with the opposition, Plaintiffs request that the Court take  
25 judicial notice of the following:

26 A. Defendants’ Reply In Support of Demurrer, *Fix the City, Inc. v. City of Los*  
27 *Angeles et al.*, No. 23STCP03519 (Super. Ct. L.A. County, Central Dist., Dept.  
28 86, filed Mar. 21, 2024) (“City’s Reply Brief”).

29

1 B. Ruling on Demurrer to Verified First Amended Petition for Writ of Mandate,  
2 *Fix the City, Inc. v. City of Los Angeles et al.*, No. 23STCP03519 (Super. Ct.  
3 L.A. Cnty., Central Dist., filed May 30, 2024).

4 C. Respondents' Brief, *Fix the City, Inc. v. City of Los Angeles et al.*, No.  
5 B339464 (Cal. Ct. App., 2d Dist., 1st Div., filed Oct. 20, 2025).

6 As the court may take judicial notice of court records and government  
7 records, (See Evid. Code, § 452(c), (d)), the Plaintiffs' request for judicial notice  
8 and the City and LADWP's request for judicial notice of LADWP's 2024 Wildfire  
9 Mitigation Plan is GRANTED. However, the Court does not take judicial notice  
10 of the truth of assertions within these records. (See *Herrera v. Deutsche Bank*  
11 *National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

12 The City and LADWP's request for judicial notice of Public Utilities  
13 Commission Fire Threat Map must be DENIED. The Public Utilities Commission  
14 Fire Threat Map is a screenshot from a website. (Levin Decl. ¶ 4.) A court "may  
15 not take judicial notice of the truth of the contents of a website." (*LG Chem, Ltd.*  
16 *v. Superior Court of San Diego County* (2022) 80 Cal.App.5th 348, 362.)

#### 17 IV. Legal Standard

18 A demurrer can be used only to challenge defects that appear on the  
19 face of the pleading under attack; or from matters outside the pleading that are  
20 judicially noticeable. (*Blank v. Kirwan* (1985) 39 Cal 3d 311, 318.) No other  
21 extrinsic evidence can be considered (i.e., no "speaking demurrers"). (*Ion*  
22 *Equipment Corp. v. Nelson* (1980) 110 Cal.App.3d 868, 881.)

23 A demurrer for sufficiency tests whether the complaint states a cause of  
24 action. (*Hahn v. Mirda* (2007) 147 Cal. App. 4th 740, 747.) When considering  
25 demurrers, courts "give the complaint a reasonable interpretation, and read it in  
26 context." (*Schifando v. City of Los Angeles* (2003) 31 Cal.4th 1074, 1081.) In a  
27 demurrer proceeding, the defects must be apparent on the face of the pleading  
28 or via proper judicial notice. (*Donabedian v. Mercury Ins. Co.* (2004) 116 Cal.  
29 App. 4th 968, 994.) "A demurrer tests the pleadings alone and not the evidence

1 or other extrinsic matters. Therefore, it lies only where the defects appear on  
2 the face of the pleading or are judicially noticed.” (*SKF Farms v. Superior Ct.*  
3 (1984) 153 Cal. App. 3d 902, 905.) “The only issue involved in a demurrer  
4 hearing is whether the complaint, as it stands, unconnected with extraneous  
5 matters, states a cause of action.” (*Hahn, supra*, 147 Cal.App.4th at p.747.)

6 V. Analysis

7 A. Inverse Condemnation (Water Supply System) – (Sixth Cause of Action)

8 LADWP argues that the inverse condemnation claim against it based on  
9 the failure of the water supply system fails because (1) LADWP cannot be liable  
10 for failing to provide water for firefighting, (2) there is no taking where the public  
11 improvement did not create the danger to public property, (3) no precedent  
12 supports Plaintiffs’ failure to prevent damage takings theory, (4) history and  
13 public policy weigh against recognizing Plaintiffs’ claim, and (5) Plaintiffs’  
14 reservoir maintenance allegations do not state a takings claim.

15 Immunity and Inverse Condemnation

16 Under the public utility exemption, “a water company generally owes no  
17 duty to a person, whose property is destroyed by fire, to supply water for the  
18 extinguishment of the fire.” (*White v. Southern Cal. Edison Co.* (1994) 25  
19 Cal.App.4th 442, 449.) “[N]o action *in tort* for failure to have a supply of water  
20 ...[rather] where liability is sought to be created it can only arise from a private  
21 contract between the company and a consumer, under which an obligation to  
22 furnish water for a specific purpose is undertaken by the company.” (*Niehaus*  
23 *Bros. Co. v. Contra Costa Water Co.* (1911) 159 Cal. 305, 313 [italics added].)  
24 In other words, “in the absence of a contract between the utility and the  
25 consumer expressly providing for the furnishing of a service for a specific  
26 purpose, a public utility owes no duty to a person injured as a result of an  
27 interruption of service or a failure to provide service.” (*State Lands Com. v.*  
28 *Plains Pipeline, L.P.* (2020) 57 Cal.App.5th 582, 587.)

29

1 Similarly, Government Code “[s]ections 850 and 850.2 provide an  
2 absolute immunity from liability for injury resulting from failure to provide fire  
3 protection or from failure to provide enough personnel, equipment or other fire  
4 protection facilities. Whether fire protection should be provided at all, and the  
5 extent to which fire protection should be provided, are political decisions which  
6 are committed to the policy-making officials of government.” (*Cairns v. County*  
7 *of Los Angeles* (1997) 62 Cal.App.4th 330, 335.)

8 However, these tort immunities do not apply to a claim for inverse  
9 condemnation. (*Pacific Bell v. City of San Diego* (2000) 81 Cal.App.4th 596,  
10 602–603 [“the immunities provided by the Tort Claims Act do not insulate a  
11 public entity from liability for inverse condemnation; the constitutional provisions  
12 requiring compensation for property taken or damaged by a public use overrides  
13 the Tort Claims Act and its statutory immunities. [Citation.] Thus, a plaintiff who  
14 establishes the elements of an inverse condemnation claim may recover for  
15 property damage even though his tort claim has been rejected.”].) This is  
16 because “[t]he inverse condemnation action is independent of any right to sue  
17 under traditional tort theories.” (*Thousand Trails, Inc. v. California Reclamation*  
18 *Dist. No. 17* (2004) 124 Cal.App.4th 450, 461.)

19 Accordingly, because Plaintiffs’ claim is for inverse condemnation,  
20 LADWP’s reliance on tort immunities such as the public utility exemption or  
21 statutory immunities under the Tort Claims Act is misplaced.

22 Sufficiency of Plaintiffs’ Allegations for Inverse Condemnation

23 “To state a claim for inverse condemnation, a plaintiff must allege “[1.] a  
24 public entity [2.] has taken or damaged their property [3.] for a public use.”  
25 (*Simple Avo Paradise Ranch, LLC v. Southern California Edison Co.* (2024) 102  
26 Cal.App.5th 281, 289.) However, “[p]ublic entities are not strictly or otherwise  
27 automatically liable for any conceivable damage bearing some kind of  
28 connection, however remote, to a public improvement. To succeed on an  
29 inverse condemnation action, a plaintiff must ordinarily show — assuming the

1 public entity made reasonable assumptions about the public improvement in  
2 question — that the damage to private property was substantially caused by  
3 inherent risks associated with the design, construction, or maintenance of the  
4 public improvement.” (*City of Oroville v. Superior Court* (2019) 7 Cal.5th 1091,  
5 1098.)

6 “The concepts of ‘inherent risk’ and ‘substantial causation’ address  
7 somewhat overlapping considerations but play distinct roles in the analysis of  
8 inverse condemnation. And both must be present for a public entity to be liable.”  
9 (*Id.* at p.1106.) “The inherent risk assessment requires a reviewing court to  
10 consider whether the inherent dangers of the public improvement as  
11 deliberately designed, constructed, or maintained materialized and were the  
12 cause of the property damage.” (*Ibid.*) However, “[a] link to one of the  
13 aforementioned ‘inherent risks’ is necessary, but not sufficient, for a successful  
14 inverse condemnation claim. The plaintiff must also establish substantial  
15 causation.” (*Id.* at p.1107.) “At the core of the test [for substantial causation] is  
16 the requirement that — even in the case of multiple concurrent causes — the  
17 injury to private property is an ‘inescapable or unavoidable consequence’ of the  
18 public improvement as planned and constructed.” (*Id.* at p.1108.) “Accordingly,  
19 the substantial causation element of the analysis ensures liability is imposed  
20 only in instances where there is a sufficiently meaningful causal relationship  
21 between the damage to private property and the inherent risks posed by the  
22 public improvement as designed, constructed, or maintained.” (*Ibid.*)

23 Here, Plaintiffs allege that LADWP “designed the water supply system  
24 for the Pacific Palisades knowing that the system would completely fail during a  
25 high-volume demand event if the Santa Ynez Reservoir was taken offline.”  
26 (Revised Master Complaint ¶ 420.) As designed, the Santa Ynez Reservoir  
27 served a critical role in the overall operation of the system in that it provided the  
28 sole source of 117 million gallons of water but also “provided consistent static  
29 and dynamic pressures necessary for the entire system to function as

1 designed.” (*Id.* ¶ 135.) “The removal of water from Santa Ynez Reservoir  
2 exposed an inherent risk in the design of the system, namely, a substantial drop  
3 in water pressure, which rendered the system completely inoperable during a  
4 high volume water demand event — such as the Palisades Fire. Stated  
5 differently, the LADWP designed the system knowing that the system would  
6 completely fail during a high-volume demand event if the Santa Ynez Reservoir  
7 was taken offline. Not only would this eliminate 117 [million gallons] of available  
8 water to the public, it would also cause a substantial drop in water pressure  
9 rendering the entire system inoperable during a high-volume demand event.”  
10 (*Ibid.*)

11 Prior to the Palisades Fire, the Santa Ynez Reservoir was emptied for  
12 maintenance of a defective floating cover. (*Id.* ¶¶ 168-175.) Further, Plaintiffs  
13 allege that LADWP “deliberately maintained the cistern at Pacific Palisades  
14 Reservoir in a way that allowed it to crack and leak, and ultimately made the  
15 deliberate decision to drain that reservoir.” (*Id.* ¶ 162.) Thus, LADWP was  
16 unable to use the Pacific Palisades Reservoir as a backup for when LADWP  
17 emptied the Santa Ynez Reservoir. (*Id.* ¶ 174, 182, 185-186.) Plaintiffs allege  
18 that as a result, during the Palisades Fire, LADWP’s water supply system for  
19 the Pacific Palisades “could not keep pace with the demand placed on the water  
20 supply, including the fire hydrants, and were a substantial cause of the  
21 uncontrolled spread of the Palisades Fire. (*Id.* ¶ 136.)

22 In sum, Plaintiffs allege that the inherent risk associated with the design,  
23 maintenance, and construction of the Pacific Palisades water supply system  
24 was that emptying of the Santa Ynez Reservoir would cause a substantial drop  
25 in water pressure and jeopardize the properties serviced by the water system.  
26 Plaintiffs’ detailed allegations set forth in paragraphs 135-136, 198, and 420-  
27 421 constitute sufficient allegations of inherent risk and substantial causation.  
28 At the demurrer stage, these allegations and reasonable inferences that flow  
29 therefrom are sufficient.

1 LADWP also argues that plaintiffs have failed to cite a single published  
2 decision – in California or anywhere else – recognizing an inverse  
3 condemnation claim based on a failure to supply sufficient water to prevent fire  
4 damages. Defendants emphasize that history (going back to the Constitutional  
5 Convention in 1879 which resulted in an amendment to the Takings Clause)  
6 and public policy (to create municipal liability for failing to provide water for  
7 firefighting would, especially when the public improvement does not itself inflict  
8 damage, make water ratepayers the insurers of private property against fire  
9 damages and would bankrupt municipalities) weigh against recognizing  
10 Plaintiffs’ inverse condemnation theory.

11 In Opposition, Plaintiffs respond that the elements of inverse  
12 condemnation do not include the fabricated requirements that the LADWP  
13 “attempts to import,” including, that the public improvement be the initial source  
14 of danger or what creates the danger for inverse condemnation and that  
15 municipalities face inverse condemnation liability only for infrastructure they  
16 have a duty to provide. Plaintiffs also argue that inverse condemnation aligns  
17 with the policy behind the just condemnation clause and chide the City’s policy  
18 arguments about the financial exposure to municipalities if inverse  
19 condemnation is applied when a water system fails to aid in firefighting (using  
20 phrase like “caus[ing] the sky to fall,” “nonsensical hyperbole,” and “parade of  
21 horrors”).

22 At the pleadings stage, as discussed above, the Court considers whether  
23 the elements of an inverse condemnation cause of action have been sufficiently  
24 pleaded. While the Court is aware of the important policy considerations raised  
25 by defendants and relating to municipal liability vis-à-vis fires, the Court will  
26 reserve consideration of policy issues until an evidentiary and factual record has  
27 been developed to aid the Court in more thoroughly analyzing these issues. At  
28 this stage, the pleadings are sufficient.

29

1 For these reasons, LADWP’s demurrer to the sixth cause of action for  
2 inverse condemnation is OVERRULED.

3 B. Inverse Condemnation (Powerlines) (Fifth Cause of Action)

4 LADWP contends that the fifth cause of action for inverse condemnation  
5 based on the powerlines fails because of (1) the discretionary function immunity  
6 and (2) the emergency response immunity.

7 Discretionary Function Immunity

8 “[P]ublic entities and their employees are immune from tort liability for  
9 legislative action or discretionary ... activity.” (*Danielson v. County of Humboldt*  
10 (2024) 103 Cal.App.5th 1, 13; see also Gov. Code, § 820.2 [“Except as  
11 otherwise provided by statute, a public employee is not liable for an injury  
12 resulting from [his or her] act or omission where the act or omission was the  
13 result of the exercise of the discretion vested in [him or her], whether or not such  
14 discretion be abused.”]; Gov. Code, § 815.2, subd. (b) [public entity not liable  
15 for an injury resulting from an act or omission by an employee where that  
16 employee is immune from liability].)

17 However, this immunity set forth in the Torts Clams Act does not apply  
18 to a claim for inverse condemnation. (*Pacific Bell v. City of San Diego* (2000) 81  
19 Cal.App.4th 596, 602–603 [“the immunities provided by the Tort Claims Act do  
20 not insulate a public entity from liability for inverse condemnation; the  
21 constitutional provisions requiring compensation for property taken or damaged  
22 by a public use overrides the Tort Claims Act and its statutory immunities.  
23 [Citation.] Thus, a plaintiff who establishes the elements of an inverse  
24 condemnation claim may recover for property damage even though his tort  
25 claim has been rejected.”].)

26 Accordingly, the discretionary function immunity under Government  
27 Code section 820.2 is inapplicable.

28 The Emergency Response Immunity

29

1           The California Emergency Services Act provides that “[t]he state or its  
2 political subdivisions shall not be liable for any claim based upon the exercise  
3 or performance, or the failure to exercise or perform, a discretionary function or  
4 duty on the part of a state or local agency or any employee of the state or its  
5 political subdivisions in carrying out the provisions of this chapter.” (Gov. Code,  
6 § 8655.) Government Code “[s]ection 8558 establishes three degrees of  
7 emergency: state of war emergency, state of emergency, and local emergency.”  
8 (*Thousand Trails, Inc., supra*, 124 Cal.App.4th at p.458.)

9           “A state of emergency imposes severe time constraints, forcing decisions  
10 to be made quickly and often without sufficient time to carefully analyze all  
11 potential repercussions. Therefore, the immunity granted by the Act is broad  
12 and specifically extended to encompass not only discretionary actions, but also  
13 the performance of or failure to perform those discretionary actions.” (*Ibid.*)

14           “The inverse condemnation action is based upon the constitutional  
15 provision. It is independent of any right to sue under traditional tort theories.”  
16 (*Odello Bros. v. County of Monterey* (1998) 63 Cal.App.4th 778, 785–786.)  
17 “There are two general exceptions to this rule of inverse condemnation liability.  
18 [Citation.] The first exception evolved from the common-law right to inflict  
19 damage.” (*Id.* at p.786.) “The second exception to the just compensation  
20 requirement, ..., is based upon the proper exercise of the public entity's police  
21 power.” (*Id.* at p.788.) “A specific application of this rule concerns emergency  
22 conditions, i.e., ‘when damage to private property is inflicted by government  
23 “under the pressure of public necessity and to avert impending peril.” ’” (*Id.* at  
24 p.789.) “Courts narrowly circumscribe the type of emergency that shields an  
25 entity from inverse condemnation liability.” (*Thousand Trails, Inc., supra*, 124  
26 Cal.App.4th at p.462.) “ “Instances of this character are the demolition of all or  
27 parts of buildings to prevent the spread of conflagration, or the destruction of  
28 diseased animals, or rotten fruit, or infected trees where life or health is  
29

1 jeopardized.” [Citations.]” (*Smith v. County of Los Angeles* (1989) 214  
2 Cal.App.3d 266, 286.)

3 “In certain circumstances, [] the taking or damaging of private property  
4 for such a purpose is not prompted by so great a necessity as to be justified  
5 without proper compensation to the owner. ... Thus there is recognized the  
6 incontestable proposition that the exercise of the police power, though an  
7 essential attribute of sovereignty for the public welfare and arbitrary in its nature,  
8 cannot extend beyond the necessities of the case and be made a cloak to  
9 destroy constitutional rights as to the inviolateness of private property.” (*House*  
10 *v. Los Angeles County Flood Control Dist.* (1944) 25 Cal.2d 384, 388–389.)

11 Here, Plaintiffs allege that LADWP’s wood utility poles for powerlines  
12 “were overloaded, beyond their useful life and/or decayed and not properly  
13 guyed or maintained, which resulted in a large number of wood poles breaking,  
14 snapping and/or failing causing energized powerlines to fall onto structures and  
15 flammable vegetation igniting additional fires throughout Pacific Palisades on  
16 January 7, 2025.” (Revised Master Complaint ¶ 207.) Further, Plaintiffs allege  
17 that “LADWP’s Wildfire Mitigation Plan required LADWP to block reclosers  
18 during Red Flag Alerts by the LAFD.” (*Id.* ¶ 208.) “Blocking a recloser is a tool  
19 commonly used by utility companies in Southern California to prevent wildfires  
20 by not allowing electricity to be restored to a powerline after an initial fault has  
21 been detected from either a downed powerline or from contact between a  
22 powerline and a tree limb.” (*Ibid.*)

23 At 1:47pm on January 7, 2025, LADWP’s Electric Trouble System  
24 “requested that circuits at its Distribution Station 29 (‘DS-29’) located on Sunset  
25 Boulevard and Via De La Paz in Pacific Palisades be de-energized ‘due to  
26 proximity to fire’.” (*Id.* ¶ 210.) LADWP sent a Substation Operator to DS-29 to  
27 fulfill this de-energize request, but the Substation Operator ran into traffic on the  
28 way. (*Id.* ¶¶ 214-215.) LADWP personnel informed LADWP’s Energy Control  
29 Center that the Substation Operator to DS-29 would continue to DS-29 unless

1 something changed and it became an emergency, in which case the entire DS-  
2 29 station could be remotely de-energized. (*Id.* ¶ 215.) However, “LADWP never  
3 advised that there was an emergency such that DS-29 should be entirely de-  
4 energized.” (*Id.* ¶ 217.) LADWP’s Substation Operator arrived at 6:03 p.m. –  
5 four hours after the request to de-energize. (*Id.* ¶ 218.) Due to a malfunction in  
6 the remote cord, when LADWP’s Substation Operator “attempted to de-  
7 energize the circuits at DS-29 on January 7th, LADWP’s energized powerlines  
8 arced, sparked and ignited multiple fires in Pacific Palisades which caused the  
9 Plaintiffs’ damages as alleged herein.” (*Id.* ¶ 227.)

10 “[M]any of LADWP’s Distribution Stations had outdated and antiquated  
11 equipment which could not be controlled remotely and required a substation  
12 operator to travel to these stations and manually block their reclosers.” (*Id.* ¶  
13 228.) “LADWP’s broken and failed equipment at its Distribution Stations,  
14 including but not limited to DS-29, DS-195 and DS-198, was a substantial factor  
15 in causing the damage and destruction of thousands of homes in Pacific  
16 Palisades.” (*Id.* ¶ 232.)

17 These factual allegations set forth in the Revised Master Complaint do  
18 not show that, as a matter of law, LADWP is entitled to immunity under the  
19 California Emergency Services Act. Plaintiffs’ factual allegations do not  
20 establish that LADWP’s conduct was prompted by such a great necessity to  
21 avert impending peril that LADWP’s damage to Plaintiffs’ properties was  
22 justified without compensation as a matter of law - e.g. such as destroying  
23 livestock to prevent the outbreak of a deadly disease.

24 First, there is no allegation alleging that there was a declared state of  
25 emergency such that the immunity under the California Emergency Services Act  
26 is applicable. Nor has any party requested judicial notice of any such declared  
27 emergency. Thus, the fact that there was a declared state of emergency is a  
28 fact outside the four corners of the Revised Master Complaint or matters that  
29

1 have been judicially noticed and cannot be considered on demurrer. (*Blank v.*  
2 *Kirwan* (1985) 39 Cal 3d 311, 318.)

3 Second, the only allegation involving any discretionary function or  
4 performance of a discretionary function is the failure to de-energize DS-29.  
5 (Revised Master Complaint ¶¶ 208-227.) However, Plaintiffs' claim for inverse  
6 condemnation (powerlines) is not only premised on the failure to de-energize  
7 DS-29 but also the failure to maintain wooden utility poles, and that some  
8 LADWP distribution stations had antiquated equipment that prevented LADWP  
9 from remotely blocking its reclosers pursuant to LADWP's Wildfire Mitigation  
10 Plan. (*Id.* ¶¶ 205-207, 228-247; 409-416.) Thus, even assuming that the  
11 immunity under the California Emergency Services Act was applicable, given  
12 the allegations in the Master Complaint, LADWP could only be insulated from  
13 liability from the failure to de-energize DS-29. However, a demurrer does not  
14 lie to *part* of a cause of action and can only be granted for an entirety of a cause  
15 of action. (See *Olson v. Hornbrook Community Services Dist.* (2019) 33  
16 Cal.App.5th 502, 522, Fn. 9.)

17 Accordingly, LADWP's demurrer to the fifth cause of action is  
18 OVERRULED.<sup>2</sup>

19 C. Dangerous Condition of Public Property (Powerlines) and Public Nuisance  
20 (Powerlines) – (Seventh and Eighth Causes of Action)

21 LADWP contends that the tort claims based on the powerlines fail  
22 because it is immune under (1) the discretionary function immunity and (2) the  
23 emergency response immunity.

24 As noted above, "public entities and their employees are immune from  
25 tort liability for legislative action or discretionary ... activity." (*Danielson v.*  
26 *County of Humboldt* (2024) 103 Cal.App.5th 1, 13; see also Gov. Code, §  
27

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<sup>2</sup> Because the Court finds that the emergency response immunity does not apply, the Court declines to address Plaintiffs' contention that LADWP and City are estopped from asserting the emergency response immunity.

1 820.2 [“Except as otherwise provided by statute, a public employee is not liable  
2 for an injury resulting from [his or her] act or omission where the act or omission  
3 was the result of the exercise of the discretion vested in [him or her], whether or  
4 not such discretion be abused.”]; Gov. Code, § 815.2, subd. (b) [public entity not  
5 liable for an injury resulting from an act or omission by an employee where that  
6 employee is immune from liability].)

7         However, to be entitled to discretionary immunity “the public agency must  
8 demonstrate its employee in fact consciously exercised discretion in connection  
9 with the negligent acts or omissions charged in order to invoke the ‘discretionary  
10 acts’ immunity provisions of Government Code section 820.2.” (*Elton v. County*  
11 *of Orange* (1970) 3 Cal.App.3d 1053, 1058.) “Accordingly, to be entitled to  
12 immunity the state must make a showing that such a policy decision,  
13 consciously balancing risks and advantages, took place. The fact that an  
14 employee normally engages in ‘discretionary activity’ is irrelevant if, in a given  
15 case, the employee did not render a considered decision.” (*Johnson v. State*  
16 (1968) 69 Cal.2d 782, 795.)

17         Here, there are no allegations setting forth that a LADWP employee in  
18 fact consciously exercised discretion in connection with the negligent acts or  
19 omissions alleged. Such a showing was not and cannot be made on demurrer.  
20 (*Elton, supra*, 3 Cal.App.3d at p.1058 [holding that it was erroneous to sustain  
21 a demurrer by reason of the immunity provisions of Government Code section  
22 820.2].) Thus, it would be error for this Court to sustain the demurrer to these  
23 claims on this ground.

24         With regard to LADWP’s claim of emergency response immunity, as  
25 discussed above, there is no allegation or request for judicial notice setting forth  
26 that there was a declared state of emergency. Further, as noted above, the only  
27 allegation involving any discretionary function or performance of a discretionary  
28 function is the failure to de-energize DS-29. (Revised Master Complaint ¶¶ 208-  
29 227.) However, Plaintiffs’ claim for dangerous condition of public property and

1 public nuisance in relation to the powerlines is not premised only on the failure  
2 to de-energize DS-29 but also on the failure to maintain wooden utility poles,  
3 and that some LADWP distribution stations had antiquated equipment that  
4 prevented LADWP from remotely blocking its reclosers pursuant to LADWP's  
5 Wildfire Mitigation Plan. (*Id.* ¶¶ 205-207, 228-247; 425-444.) However, as  
6 mentioned above, a demurrer does not lie to *part* of a cause of action and can  
7 only be granted for an entirety of a cause of action. (See *Olson, supra*, 33  
8 Cal.App.5th at p.522, Fn. 9.)

9 LADWP further contends that Plaintiffs fail to allege that the DS-29  
10 allegations are insufficient to state a claim because "Plaintiffs must allege that  
11 the equipment failure resulted from negligence, which they fail to do." (Demurrer  
12 at p. 25:6-7.) However, the Revised Master Complaint does allege the  
13 equipment failure resulted from negligence. (Revised Master Complaint ¶ 430  
14 ["a negligent act or omission by an employee of LADWP within the scope of  
15 his/her employment created the dangerous conditions."] ) Moreover, even  
16 assuming Plaintiffs did not allege that the equipment failure resulted from  
17 negligence, the DS-29 allegations make up a part of a cause of action, and a  
18 demurrer can only be granted for the entirety of a cause of action. (See *Olson,*  
19 *supra*, 33 Cal.App.5th at p.522, Fn. 9.)

20 Accordingly, LADWP's demurrer to the seventh and eighth causes of  
21 action is OVERRULED.

22 D. Dangerous Condition of Public Property and Public Nuisance (Vacant City  
23 Lots) – (Ninth and Tenth Causes of Action)

24 City contends that the two tort claims for dangerous condition of public  
25 property and public nuisance fail because the City is immune under  
26 Government Code sections 831.2, 850, and 850.2.

27 Under the natural condition immunity, public entities are immune from  
28 liability for injury caused from natural conditions from any unimproved public  
29 property. (Gov. Code, § 831.2 ["Neither a public entity nor a public employee is

1 liable for an injury caused by a natural condition of any unimproved public  
2 property, including but not limited to any natural condition of any lake, stream,  
3 bay, river or beach.”.] “Section 831.2 provides for absolute immunity and  
4 prevails over the liability provisions of the Government Claims Act.” (*Alana M.*  
5 *v. State of California* (2016) 245 Cal.App.4th 1482, 1487.) “[T]he Legislature  
6 intended section 831.2 to “continue and extend’ existing law, and, therefore,  
7 the natural condition immunity should not be construed narrowly.” (*Ibid.*) Thus,  
8 “[t]he natural condition immunity applies even ‘where the public entity had  
9 knowledge of a dangerous condition which amounted to a hidden trap.” (*Id.* at  
10 p.1488.)

11       However, the natural condition immunity does not apply to injuries that  
12 occurred on adjacent properties. (*Milligan v. City of Laguna Beach* (1983) 34  
13 Cal.3d 829, 835 [“We conclude that the natural condition immunity of section  
14 831.2 is inapplicable to injuries caused to nonusers on adjacent property.”].)  
15 Because Plaintiffs’ injuries – the numerous houses burning down – occurred on  
16 neighboring private properties, the natural conditions immunity of Government  
17 Code section 831.2 is inapplicable.

18       Similarly, Government Code sections 850 and 850.2 are inapplicable.  
19 “These sections ‘provide for a *broad* immunity from liability for injuries resulting  
20 in connection with fire protection service. [¶] Sections 850 and 850.2 provide an  
21 absolute immunity from liability for injury resulting from failure to provide fire  
22 protection or from failure to provide enough personnel, equipment or other fire  
23 protection facilities. Whether fire protection should be provided at all, and the  
24 extent to which fire protection should be provided, are political decisions which  
25 are committed to the policy-making officials of government.” (*Cairns v. County*  
26 *of Los Angeles* (1997) 62 Cal.App.4th 330, 335.) However, these statutes  
27 “should not be applied to allow a public entity to escape responsibility for  
28 damages resulting from its failure to provide fire protection on property which it  
29 owns and manages itself, particularly where it has permitted a dangerous fire

1 condition to exist on the property.” (*Vedder v. County of Imperial* (1974) 36  
2 Cal.App.3d 654, 660–661.)

3 In *Vedder* the plaintiffs leased business property at the defendants’  
4 airport that was damaged by a fire at the airport. (*Vedder, supra*, 36 Cal.App.3d  
5 at p.657.) In relevant part, the plaintiffs alleged that their injuries were caused  
6 by a dangerous condition of public property and for injury caused by nuisance.  
7 (*Ibid.*) The trial court sustained the defendants’ demurrer to these claims on the  
8 grounds of immunity under Government Code sections 850 and 850.2 without  
9 leave to amend, which the Court of Appeal reversed. (*Id.* at p.658.)

10 For the claim of dangerous condition of public property, the plaintiffs’  
11 alleged that the dangerous condition was “that normal airport operations and  
12 the operation of businesses involving storage of large amounts of gasoline and  
13 other highly combustible chemicals created a severe risk of fire and/or  
14 explosion; gasoline fires are controlled only by use of special equipment; [and]  
15 [the defendants] ‘caused, permitted and encouraged’ such operations with full  
16 knowledge that there were no means available to prevent or control gasoline  
17 fires.” (*Vedder, supra*, 36 Cal.App.3d at p.659.) The Court of Appeal reasoned  
18 that “[o]ne who negligently stores gasoline and other highly combustible  
19 chemicals on his property, or knowingly permits such negligent storage, may be  
20 liable to others for a fire-incurred loss even though the fire was actually started  
21 by the negligent conduct of others.” (*Id.* at p.660.)

22 The Court of Appeal further concluded that Government Code sections  
23 850 and 850.2 were inapplicable because “[t]he statutes must be strictly  
24 construed ... [and] [the defendants] should not be applied to allow a public entity  
25 to escape responsibility for damages resulting from its failure to provide fire  
26 protection on property which it owns and manages itself, particularly where it  
27 has permitted a dangerous fire condition to exist on the property. (*Id.* at pp.660-  
28 661.)

29

1 As to the nuisance claim, the Court of Appeal noted that “[a] fire hazard  
2 constitutes a public nuisance.” (*Id.* at p.661.) The Court further noted that it  
3 was “clear that plaintiffs [we]re contending the public nuisance on the airport  
4 property resulted from a combination of permitting the storage of gasoline and  
5 other highly combustible chemicals and not requiring or providing adequate fire  
6 protection facilities. The Government Code sections respondents rely upon are  
7 not intended to provide immunity under these circumstances, nor do they  
8 preclude consideration of a lack of fire protection in determining whether a  
9 public nuisance in fact existed.” (*Ibid.*)

10 Here, Plaintiffs allege that the City “owns numerous vacant lots in Pacific  
11 Palisades, including but not limited to 17919 Porto Marina Way, 17857 Porto  
12 Marina Way, 17863 Porto Marina Way, 17908 Castellammare Drive, 17916  
13 Castellammare Drive, and 17945 Porto Marina Way in Pacific Palisades.”  
14 (Revised Master Complaint ¶ 269.) These City-owned lots were overgrown with  
15 brush in violation of the City’s own brush clearance ordinances on January 7,  
16 2025. (*Id.* ¶¶ 269-286.) The City’s brush clearance ordinances require the  
17 removal and maintenance of vegetation within 100 feet of buildings and makes  
18 a violation of these brush clearance ordinances a public nuisance. (*Id.* ¶¶ 281-  
19 283.) Plaintiffs allege that the overgrown brush on the City’s property  
20 contributed to the spread and intensity of the Palisades Fire. (*Id.* ¶ 284.)

21 Like in *Vedder*, Plaintiffs have alleged that there was a dangerous  
22 condition on the City’s property – i.e., overgrown brush in violation of the City’s  
23 own brush clearance ordinance. Thus, Plaintiffs’ allegations are not premised  
24 on a failure to provide firefighting services but rather a failure on the City’s part  
25 to “provide fire protection on property which it owns and manages itself,  
26 particularly where it has permitted a dangerous fire condition to exist on the  
27 property. In that situation, lack of fire protection is a proper factor to be  
28 considered as contributing to the existence of a dangerous condition on the  
29

1 property.” (*Vedder, supra*, 36 Cal.App.3d at pp.660–661.) Thus, Government  
2 Code sections 850 and 850.2 are inapplicable to the facts alleged.

3 Accordingly, the City’s demurrer to the ninth and tenth causes of action  
4 are OVERRULED.

5 E. Entire Complaint – Lack of Particularity as to Causation

6 LADWP and the City contend that the entire complaint fails against them  
7 because Plaintiffs have not alleged causation with sufficient particularity.

8 “A public entity is not liable for an injury, whether such injury arises out  
9 of an act or omission of the public entity or a public employee or any other  
10 person.” (Gov. Code, § 815(a).) Thus, “[a] public entity like the [State] is  
11 generally immune from liability, except as provided by statute. (Gov. Code, §  
12 815, subd. (a).)” (*Doe v. Lawndale Elementary School Dist.* (2021) 72  
13 Cal.App.5th 113, 126, Fn. 4.) Because “all government tort liability is based on  
14 statute, the general rule that statutory causes of action must be pleaded with  
15 particularity is applicable.” (*Lopez v. Southern Cal. Rapid Transit Dist.* (1985)  
16 40 Cal.3d 780, 795.)

17 Here, LADWP and the City contend that the allegations of causation  
18 under each cause of action are too conclusory and therefore not pleaded with  
19 sufficient particularity. (See e.g., Revised Master Complaint ¶ 413 [“The  
20 damage to Plaintiffs’ properties was proximately and substantially caused by  
21 Defendants’ actions in that Defendants’ design, installation, ownership,  
22 operation, use, supply, maintenance, and/or control for public use of its  
23 overhead electrical transmission and distribution equipment created an inherent  
24 risk of damage to private property and was a substantial cause of damage to  
25 private property.”]; *Id.* ¶ 421 [“The damage to Plaintiffs’ properties was  
26 proximately and substantially caused by Defendants’ deliberate design,  
27 installation, ownership, operation, use, supply, maintenance, and/or control for  
28 public use of its water supply systems. The dangers inherent in the design of  
29 the water supply system, which materialized during the Palisades were

1 substantial factors in causing the damages sustained by Plaintiffs as a result of  
2 the Palisades fire.”].) However, LADWP and City ignore the fact that each  
3 cause of action incorporates the 361 paragraphs of allegations in the body of  
4 the Revised Master Complaint. (See e.g., *Id.* ¶ 409 [“Plaintiffs hereby reallege  
5 and incorporate by reference each and every allegation contained above as  
6 though fully set forth herein.”].) Nor do LADWP and City identify any causation  
7 allegations in the body of the Revised Master Complaint that it contends are not  
8 plead with sufficient particularity, other than as discussed above in reference to  
9 the sufficiency of the inverse condemnation allegations related to the water  
10 supply system.

11       Regardless, the allegations in the body of the Revised Master Complaint  
12 allege causation with sufficient particularity. (See e.g., *Id.* ¶ 136 [“During the  
13 Palisades Fire, the reservoirs, storage tanks and the pump stations that supply  
14 them could not keep pace with the demand placed on the water supply,  
15 including the fire hydrants, and were a substantial cause of the uncontrolled  
16 spread of the Palisades Fire. Catastrophically, instead of receiving outflows  
17 from the Santa Ynez Reservoir downhill and simultaneously charging the  
18 Westgate Trunk Line to higher dynamic pressure, water was redirected back  
19 uphill until pumps eventually failed to lift water into the Trailer and Temescal  
20 Tanks. The Marquez Knolls Tank suffered a similar fate when the Westgate  
21 Trunk Line pressure dropped below the factory-rated net positive suction head  
22 required (NPSHr) at the Marquez Knolls Pump Station. As a result of the Santa  
23 Ynez Reservoir being drained, the Westgate Trunk Line was converted into an  
24 emergent lifeline operated as a radial (dead-end) water transmission pipeline, a  
25 sole source of water volume and pressure, and conveying fire flow in a single  
26 direction. This is contrary to a transmission pipeline naturally responding to  
27 reversible, emergent high demands at any location in the system. As a further  
28 result of the Santa Ynez Reservoir being drained and removed from the system,  
29 when firefighters connected hoses and engine suction lines to numerous

1 hydrants which increased the total fire flow to a level that exceeded the capacity  
2 of the Westgate Trunk Line, the system was constrained by a one-directional  
3 flow and backpressure at Sunset Boulevard near North Barrington Avenue. This  
4 all occurred because the Westgate Trunk Line was severed from the Santa  
5 Ynez Reservoir, the most critical source of water volume and pressure for all of  
6 Pacific Palisades. The shortfall in total water storage is grimly demonstrated by  
7 the fact that 10.13 miles of 36-inch pipeline contains 2.8 MG of (moving) water  
8 between North Barrington Avenue and the Santa Ynez Reservoir, yet only 3.0  
9 MG was available to supply fire flows from 3 tanks at the highest elevations of  
10 Pacific Palisades.”].)

11 , LADWP and the City’s demurrer to the Revised Master Complaint on  
12 the grounds that Plaintiffs fail to allege causation with sufficient particularity is  
13 OVERRULED.

14 VII. Conclusion

15 For all the reasons discussed herein, the City and LADWP’s Demurrer is  
16 otherwise OVERRULED. An answer must be filed within 30 days.

17

18 Dated: \_\_\_\_\_

\_\_\_\_\_  
SAMANTHA P. JESSNER  
JUDGE OF THE SUPERIOR COURT

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