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12 City of Los Angeles and the Los Angeles  
Department of Water and Power

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

15 SARAH SILVER, an individual, on behalf of  
16 herself and all others similarly situated and for  
the benefit of the general public,

17 Plaintiff,

18 vs.

19 CITY OF LOS ANGELES, a governmental  
20 entity;  
CITY OF LOS ANGELES ACTING BY  
21 AND THROUGH THE LOS ANGELES  
DEPARTMENT OF WATER AND POWER,  
22 a governmental entity;  
STATE OF CALIFORNIA, a governmental  
23 entity;  
CALIFORNIA DEPARTMENT OF PARKS  
24 AND RECREATION, a governmental entity  
and an agency of the State of California;  
25 SANTA MONICA MOUNTAINS  
CONSERVANCY, a governmental entity and  
26 an agency of the State of California;  
COUNTY OF LOS ANGELES, a  
27 governmental entity;  
LOS ANGELES COUNTY WATERWORKS  
28 DISTRICT 29, a governmental entity acting  
by and through the County of Los Angeles;

Case No. 25STCV15521

[Exempt from filing fees under Government  
Code section 6103]

**CROSS-COMPLAINT AGAINST  
DEFENDANTS STATE OF CALIFORNIA,  
CALIFORNIA NATURAL RESOURCES  
AGENCY, CALIFORNIA DEPARTMENT  
OF PARKS AND RECREATION, AND  
SANTA MONICA MOUNTAINS  
CONSERVANCY**

**DEMAND FOR JURY TRIAL**

Hon. Samantha Jessner  
Department 7

Complaint Filed: May 28, 2025  
Amended Complaint Filed: January 8, 2026

1 LAS VIRGENES MUNICIPAL WATER  
DISTRICT, a governmental entity;  
2 MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY, a  
3 governmental entity; and  
DOES 1 through 25, inclusive,

4  
5 Defendants.

6 CITY OF LOS ANGELES, a government  
entity;  
7 CITY OF LOS ANGELES ACTING BY  
AND THROUGH THE LOS ANGELES  
DEPARTMENT OF WATER AND POWER,  
8 a government entity,

9 Cross-Complainants,

10 vs.

11 STATE OF CALIFORNIA, a government  
entity;  
12 CALIFORNIA NATURAL RESOURCES  
AGENCY, a government entity;  
13 CALIFORNIA DEPARTMENT OF PARKS  
AND RECREATION, a government entity;  
14 SANTA MONICA MOUNTAINS  
CONSERVANCY, a government entity; and  
15 DOES 1 through 50, inclusive.

16 Cross-Defendants.

17 AND ALL RELATED CASES  
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1 Pursuant to California Code of Civil Procedure section 428.10(b), Defendants and Cross-  
2 Complainants City of Los Angeles and City of Los Angeles By And Through Los Angeles  
3 Department of Water and Power (“LADWP”) (together, “Cross-Complainants”) hereby cross  
4 complain against the State of California, California Natural Resources Agency, California  
5 Department of Parks and Recreation, Santa Monica Mountains Conservancy, and DOES 1 through  
6 50, inclusive (together, “Cross-Defendants”), and each of them, as follows:

7 **BACKGROUND**

8 1. Cross-Complainants are defendants in lawsuits arising from the 2025 Palisades  
9 Fire. The superior court will hold a hearing on Cross-Complaints’ demurrer to those claims on  
10 February 10, 2026. To the extent that any claims against Cross-Complainants survive the  
11 demurrer and result in any judgments or liability or monetary payments by Cross-Complainants,  
12 Cross-Complainants bring this Complaint to ensure that any liability or payments are fairly and  
13 equitably apportioned among the parties.

14 2. On or about January 17, 2025, Cross-Complainant the City of Los Angeles By And  
15 Through LADWP was served with a complaint filed on January 13, 2025 by Plaintiffs Dan  
16 Grigsby et al. Plaintiffs sought to recover damages arising from the “Palisades Fire” which began  
17 at or around 10:30 a.m. on January 7, 2025, *see* Superior Court Case No. 25STCCV00832. An  
18 amended complaint was filed on July 9, 2025 (the “Grigsby Complaint”).

19 3. The Grigsby Complaint alleges that the Palisades Fire originated on government  
20 property owned by California Department of Parks and Recreation, a department under the  
21 California Natural Resources Agency, which is an agency of the State of California.

22 4. Cross-Complainants have been served with and are aware of additional complaints  
23 seeking to recover damages arising from the Palisades Fire under various causes of action,  
24 including inverse condemnation, breach of mandatory duty, negligence, public and private  
25 nuisance, and dangerous condition of public property. Such complaints have been filed by  
26 individual plaintiffs, including on behalf of putative classes, and by insurance companies seeking  
27 indemnification and/or subrogation. By order of the superior court, all such complaints arising  
28 from the Palisades Fire are “related” to the Grigsby Complaint or will be “related” to the Grigsby

1 Complaint. As in the Grigsby Complaint, such complaints allege, inter alia, that that the Palisades  
2 Fire originated on property owned by the State of California or one of its agencies/Departments.

3 5. On June 18, 2025, Cross-Complainants were served with a putative class action  
4 filed by Plaintiff Sarah Silver and naming Cross-Complainants and Does 1 through 25 as  
5 Defendants, *see* Superior Court Case No. 25STCV15521. Plaintiff Silver filed a First Amended  
6 Complaint on January 8, 2026, naming Cross-Defendants as additional parties (the “Silver  
7 Complaint”).

8 6. On July 17, 2025, Cross-Complainants served an administrative claim on the State  
9 of California. The administrative claim incorporated by reference the allegations of the Grigsby  
10 Complaint, the Silver Complaint, and other related complaints and advised Cross-Defendants of  
11 Cross-Complainants’ intention to seek indemnity, apportionment, and/or contribution from the  
12 State, including the California Natural Resources Agency, Santa Monica Mountains Conservancy,  
13 and/or departments therein. As of the date of filing, the State of California has not responded to  
14 that claim.

15 7. On or about October 8, 2025, Liaison Counsel for Individual Plaintiffs filed a  
16 Master Complaint on behalf of individual plaintiffs against the City of Los Angeles, the City of  
17 Los Angeles By And Through LADWP, and additional defendants, including the Cross-  
18 Defendants, seeking to recover damages arising from the Palisades Fire under approximately 53  
19 causes of action.

20 8. For information purposes only, Cross-Complainants incorporate by reference the  
21 factual allegations in the Master Complaint and the Silver Complaint with respect to Cross-  
22 Defendants. Cross-Complainants do not admit the truth of any of the allegations in these  
23 complaints and expressly deny that they are liable for damages resulting from the Palisades Fire.

24 9. As used herein, the term “**PLAINTIFFS**” means plaintiffs in the Grigsby  
25 Complaint, in the Silver Complaint, in the Master Complaint, in any complaint that has been or  
26 may be “related” to the Grigsby Complaint, and in any short-form complaint and/or notice of  
27 adoption that has been filed or may be filed that adopts any of the allegations of the Master  
28 Complaint (together, “**COMPLAINTS**”).

**PARTIES**

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2           10.     Cross-Complainant **City of Los Angeles** is a charter city within the State of  
3 California. Cross-Complainant City of Los Angeles has the capacity to sue.

4           11.     Cross-Complainant **Los Angeles Department of Water and Power**, a municipal  
5 utility, is a department of the City of Los Angeles.

6           12.     Cross-Defendant **State of California** is a legal entity with the capacity to sue and  
7 be sued. The State exercises control over and directs the actions of its agencies and departments,  
8 and/or acts by and through them, including the California Natural Resources Agency, California  
9 Department of Parks and Recreation, and Santa Monica Mountains Conservancy

10          13.     Cross-Defendant **California Natural Resources Agency**, at all times mentioned  
11 herein, was the public entity responsible for overseeing the administration of the Santa Monica  
12 Mountains, including within the County of Los Angeles, State of California.

13          14.     Cross-Defendant **California Department of Parks and Recreation**, at all times  
14 mentioned herein, was the public entity in charge of administering the California State Park  
15 system for the State of California, including within the Santa Monica Mountains.

16          15.     Cross-Defendant **Santa Monica Mountains Conservancy**, at all times mentioned  
17 herein, was the public entity that owned and/or was charged with administering on behalf of the  
18 State of California the land within the Santa Monica Mountains in the County of Los Angeles.

19          16.     Cross-Complainants are ignorant of the true names and capacities of Cross-  
20 Defendants sued herein as **DOES 1 through 50**, inclusive, and therefore sues these Cross-  
21 Defendants by fictitious names. Cross-Complainants will amend this cross-complaint to allege  
22 their true names and capacities when they are ascertained. Cross-Complainants are informed and  
23 believe and thereon allege that, if Cross-Complainants City of Los Angeles and/or City of Los  
24 Angeles By And Through Los Angeles Department of Water and Power (LADWP) are found  
25 liable to the Plaintiffs, each of the fictitiously named cross-defendants is jointly and severally  
26 liable to Plaintiffs for their damages. Each reference in this cross complaint to or “Cross-  
27 Defendants” refers to all cross-defendants sued under fictitious names.

1 17. Cross-Complainants bring this action to preserve compliance with the potentially  
2 applicable statute of limitations for bringing causes of action against Cross-Defendants. Cross-  
3 Complainants reserve the right to amend or supplement their cross-claims in the future and name  
4 additional cross- or third-party defendants, as the action proceeds.

5 **FIRST CAUSE OF ACTION**

6 **Equitable Indemnity and/or Apportionment**

7 **(Against all Cross-Defendants)**

8 18. Cross-Complainants allege and incorporate by reference paragraphs 1 through 17 of  
9 this cross complaint as through set forth fully herein.

10 19. If PLAINTIFFS were injured and/or damaged as alleged in the COMPLAINTS,  
11 then said injuries and/or damages were legally caused, individually and/or collectively, by the  
12 negligence, gross negligence, public nuisance, private nuisance, dangerous condition, inverse  
13 condemnation, and/or any other legal duty or obligation of Cross-Defendants, and not due to any  
14 act or omission by Cross-Complainants.

15 20. If Cross-Complainants ultimately are held liable for any or all of PLAINTIFFS'  
16 alleged damages as described in the COMPLAINTS, such liability will be derivative, passive, and  
17 secondary, imposed solely as a proximate result of the primary and active negligence, fault, or  
18 other wrongful conduct of said Cross-Defendants, and each of them.

19 21. If PLAINTIFFS are found entitled to any judgment herein, such judgment should  
20 be entered individually and/or collectively against Cross-Defendants, and not Cross-Complainants.

21 22. Cross-Complainants expressly deny that they are in any way responsible for the  
22 injuries and/or damages alleged in the COMPLAINTS. If, however, liability is imposed on Cross-  
23 Complainants as a result of the matters alleged in the COMPLAINTS, there will exist a right of  
24 comparative and equitable indemnity between and among Cross-Complainants and Cross-  
25 Defendants based on the principles set forth in *American Motorcycle Assoc. v. Superior Court*  
26 (1978) 20 Cal.3d 578.

27 23. An actual controversy presently exists between Cross-Complainants and Cross-  
28 Defendants for which no adequate remedy at law exists. The controversy is about which Cross-

1 Defendants, if any, are liable to the PLAINTIFFS for the damages alleged in the COMPLAINTS,  
2 and the degree and amount of comparative equitable indemnity of each of the parties in the event  
3 that the PLAINTIFFS secure a judgment in their favor against Cross-Complainants and/or Cross-  
4 Defendants.

5 **SECOND CAUSE OF ACTION**

6 **Declaratory Relief (Code Civ. Proc., § 1060 et seq.)**

7 **(Against all Cross-Defendants)**

8 24. Cross-Complainants allege and incorporate by reference paragraphs 1 through 23 of  
9 this cross complaint as through set forth fully herein.

10 25. An actual controversy presently exists between Cross-Complainants and Cross-  
11 Defendants for which no adequate remedy at law exists. The controversy is about which Cross-  
12 Defendants, if any, are liable to the PLAINTIFFS for the damages alleged in the COMPLAINTS,  
13 and the degree and amount of comparative equitable indemnity and/or contribution of each of the  
14 parties in the event that the PLAINTIFFS secure a judgment in their favor against Cross-  
15 Complainants and/or Cross-Defendants.

16 26. Cross-Complainants seek a declaration pursuant to California Code of Civil  
17 Procedure § 1060 that the acts or omissions of Cross-Defendants caused PLAINTIFFS' alleged  
18 injuries and/or damages, and that Cross-Complainants are entitled to indemnification and/or  
19 contribution from Cross-Defendants, and each of them, for all sums incurred by reason of such  
20 judgment or settlement, including the expenses and costs of litigation and reasonable attorneys'  
21 fees incurred in the defense of the COMPLAINTS.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Cross-Complainants seek the following relief against Cross-Defendants,  
24 and each of them, as follows:

- 25 1) For a declaration that Cross-Complainants are entitled to equitable indemnification,  
26 comparative equitable indemnification, apportionment of liability, contribution, and/or  
27 reimbursement from the Cross-Defendants, and each of them, for any damages  
28 awarded against Cross-Complainants in the above-captioned action;



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PROOF OF SERVICE

*Silver et al. v. City of Los Angeles, et al.*  
**25STCV15521**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 350 South Grand Avenue, Fiftieth Floor, Los Angeles, CA 90071-3426.

On February 5, 2026, I served true copies of the following document(s) described as

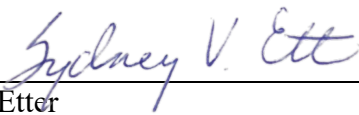
**CROSS-COMPLAINT AGAINST DEFENDANTS STATE OF CALIFORNIA,  
CALIFORNIA NATURAL RESOURCES AGENCY, CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION, AND SANTA MONICA  
MOUNTAINS CONSERVANCY**

on the interested parties in this action as follows:

**BY ELECTRONIC SERVICE:** Pursuant to Court Order Authorizing Electronic Service, dated **April 23, 2025**, I provided the document(s) listed above electronically on the CASE ANYWHERE Website to the parties on the Service List maintained on the CASE ANYWHERE Website for this case. Case Anywhere is the on-line e-service provider designated in this case.

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

Executed on February 5, 2026, at Los Angeles, California.

  
\_\_\_\_\_  
Sydney V. Etter