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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

PALISADES FIRE LITIGATION

DAN GRIGSBY, et al.,
Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CASES

Lead Case No. 25STCV00832

**INDIVIDUAL PLAINTIFFS'
OPPOSITION TO DEFENDANT J. PAUL
GETTY TRUST'S DEMURRER**

Date: September 23, 2026

Time: 1:45 p.m.

Dept.: 7

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

Action Filed: January 13, 2025

Trial Date: Not set

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1 **I. INTRODUCTION**

2 For nearly a decade, the neighbors of the Getty Villa museum (“Villa”) implored its owner
3 and manager, the J. Paul Getty Trust (the “Getty”), to responsibly manage the Villa’s overgrown
4 vegetation, which constituted a clear and obvious fire hazard to the surrounding residential
5 neighborhoods. But the Getty repeatedly ignored these pleas, and the vegetation on the Villa’s
6 property predictably served as fuel that caused the Palisades Fire to grow in size and strength and
7 spread from the Villa property directly onto Plaintiffs’ neighboring properties. Now the Getty seeks
8 to escape liability for this malfeasance by hiding behind strained interpretations of California law
9 and a Coastal Development Permit (the “Permit”) that, while placing some restrictions on the scope
10 and timing, still required the Getty to manage its vegetation and comply with brush-clearance
11 ordinances.

12 No matter how the Getty seeks to tap dance around its legal obligations, the fact remains that
13 there is a longstanding common law duty of all landowners to reasonably manage their property so
14 as to prevent dangerous conditions that constitute a nuisance or to allow a fire to escape from their
15 land. These duties exist to prevent exactly what happened here. Plaintiffs have properly alleged
16 that the Getty permitted a dangerous condition to exist on public property it owns and manages, and
17 that the dangerous condition allowed the Palisades Fire to grow and spread to neighboring houses,
18 increasing the damage the Palisades Fire caused. The Getty’s decade-long failure to exercise
19 responsible vegetation management not only has implications for this case but, with wildfire events
20 in the Los Angeles region projected to increase,¹ the Getty’s recalcitrance raises the prospect of
21 tangible risks to surrounding properties going forward.

22 Nevertheless, despite its malfeasance, the Getty suggests that it should not face liability for
23 its actions because its Permit placed some limitations on tree trimming, because the Getty did not
24 ignite the fire, and because the Getty is not alleged to have failed to exercise due diligence to control
25 the fire while it was burning on its property. None of the Getty’s arguments are supported by law,
26 and the allegations in the Individual Plaintiffs’ Revised Master Complaint (“Master Complaint” or
27

28 ¹ See <https://planning.lacounty.gov/climate-action/>

1 “MC”) are more than adequate to overcome the Getty’s Demurrer. The Getty’s Demurrer should
2 be overruled and Individual Plaintiffs’ claims allowed to proceed.

3 **II. FACTUAL ALLEGATIONS**

4 On January 1, 2025, at approximately 12:07 a.m., the Lachman Fire was reported near Skull
5 Rock on the Temescal Ridge Trail in Pacific Palisades. (MC ¶¶ 62, 76.) Six days later, on January
6 7, 2025, with days of prior red flag wind warnings, smoldering left over from the Lachman Fire
7 erupted into the Palisades Fire—among the most destructive wildfires in Los Angeles County
8 history, resulting in the destruction of 6,837 homes and businesses, damage to another 973
9 structures, the death of 13 people, and caused injuries to civilians and firefighters. (*See id.* ¶ 1.)

10 In the years prior to the Palisades Fire, the Getty was in violation of several Los Angeles
11 City ordinances by failing to clear overgrown vegetation on its Villa property, as necessary to avoid
12 a hazardous condition and maintain proper standoff distance from buildings and structures on
13 adjacent property. (*Id.* ¶¶ 260-63.) This dangerous condition was recognized by the Villa’s
14 neighbors. As early as 2015, and up until just hours before the Palisades Fire, neighbors frequently
15 requested that the Getty do more to reduce dangerously overgrown vegetation at the Villa. (*Id.* ¶¶
16 252-59.) In response to those repeated requests, the Getty frequently made excuses for why it could
17 not reduce the vegetation on its property. (*Id.* ¶ 254.) For example, in April 2016 a Getty assistant
18 director of facilities emailed neighbors who had complained about overgrown vegetation,
19 responding that the Getty horticulturist felt that “the trees are already under stress because of the
20 drought and pruning them now will only compound the problem.” (*Id.*) Another neighbor of the
21 Villa, who lived in the Pacific View Estates neighborhood, repeatedly emailed the Getty between
22 April 2024 and November 2024 asking that Getty reduce the vegetation on the Villa property, which
23 the homeowner correctly identified as “a fire danger to the homes around them.” (*Id.* ¶ 256.) The
24 Getty did nothing. (*Id.*) The Getty’s inaction continued up until hours before the Palisades Fire.
25 On January 6, 2025, the day before the fire, a Getty representative responded to a neighbor who had
26 made repeated pleas to address the overgrown vegetation abutting his property, telling him that
27 Getty’s Grounds and Gardens Department had “been analyzing this area for fire mitigation” and
28 “I’ll be sure to let you know once a final decision is reached.” (*Id.* ¶ 258.) It was too late.

1 On January 7, 2025, the foreseeable risk materialized when the Palisades Fire swept into the
2 canyon housing the Getty Villa property. (*Id.* ¶ 264.) The untrimmed vegetation inside the borders
3 of the property, which homeowners had been warning the Getty about for years, ignited. (*Id.*) The
4 fire grew and spread from the long-neglected overgrown vegetation on the Getty Villa property onto
5 the immediately adjacent homes in the western edge of the Castellammare neighborhood and eastern
6 edge of the Pacific View Estates neighborhood. (*Id.*) Witnesses who remained on the scene to fight
7 the fire observed flames and embers moving directly from vegetation on the Getty Villa’s property
8 to neighboring houses. (*Id.*) In addition, embers from the burning Getty vegetation were blown
9 further into the surrounding neighborhoods, igniting spot fires that burned additional homes. (*Id.*)

10 Satellite and wind data and eyewitness testimony all confirm that the Palisades Fire moved
11 down the slope of vegetation on the Villa property and into the abutting neighborhoods. (*Id.* ¶¶ 265-
12 67.) Houses in the Castellammare neighborhood were observed igniting in the late afternoon and
13 early evening by embers blown from the Villa property. (*Id.* ¶ 267.) Satellite data from January 8,
14 2026 shows the fire had pushed further into the western portion of the Castellammare neighborhood,
15 moving east from the Villa property, where the vegetation that Plaintiffs had identified as a fire
16 hazard for years had fueled the fire and helped spread it into Plaintiffs’ neighborhood. (*Id.*)

17 Plaintiffs assert five causes of action against Getty: Negligence (46th Cause of Action),
18 Public Nuisance (47th Cause of Action), Private Nuisance (48th Cause of Action), Trespass (49th
19 Cause of Action), and Violation of Health & Safety Code Sections 13007 and 13008 (50th Cause of
20 Action). The Getty demurs to all except the negligence cause of action.²

21 **III. LEGAL STANDARD**

22 On a demurrer, the Court accepts as true “all material facts properly pleaded,” liberally
23 construes the complaint (Code Civ. Proc. § 452), and gives it “a reasonable interpretation, reading
24 it as a whole and its parts in their context.” *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318; *accord*
25

26 ² The Getty also asks the Court to sustain its Demurrer “against any Plaintiff outside of the
27 adjacent neighborhoods who has alleged a claim against the Getty,” as it requested in the Getty’s
28 Motion for an Order to Show Cause filed on May 19, 2026. (Demurrer at 23.) Counsel for the
Plaintiffs identified in that Motion have stated they will dismiss their claims against the Getty.

1 *Zelig v. County of Los Angeles* (2002) 27 Cal.4th 1112, 1126; *C.A. v. William S. Hart Union High*
2 *Sch. Dist.* (2012) 53 Cal.4th 861, 866; *Schifando v. City of Los Angeles* (2003) 31 Cal.4th 1074,
3 1081. The demurrer “tests the pleadings alone and not the evidence or other extrinsic matters.” *SKF*
4 *Farms v. Superior Ct.* (1984) 153 Cal.App.3d 902, 905; *Hahn v. Mirda* (2007) 147 Cal.App.4th 740,
5 747. A demurrer cannot be sustained on the basis of facts not appearing on the face of the pleading
6 or subject to judicial notice. *Donabedian v. Mercury Ins. Co.* (2004) 116 Cal.App.4th 968, 994.
7 “[I]t is an abuse of discretion to sustain a demurrer without leave to amend if there is any reasonable
8 possibility that the defect can be cured by amendment.” *Goodman v. Kennedy* (1976) 18 Cal.3d
9 335, 349 (citation omitted); *Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26, 39.

10 **IV. ARGUMENT**

11 **A. Section 3482 Does Not Bar Plaintiffs’ Nuisance Claims Against the Getty**

12 The Getty argues that Plaintiffs’ public and private nuisance claims are barred by Civil Code
13 section 3482, which provides: “Nothing which is done or maintained under the express authority of
14 a statute can be deemed a nuisance.” Civ. Code § 3482. The Getty relies on its Permit to excuse its
15 lack of vegetation management, claiming the Coastal Commission “expressly authorized—and
16 carefully circumscribed—the Getty’s vegetation management practices in the protected areas of the
17 Villa.” (Demurrer at 15.) The Getty’s argument fails because the imposition of *some* restrictions
18 on Getty’s vegetation management does not mean Getty had “express authorization” to fail to
19 maintain the vegetation on its property as alleged in the Master Complaint, and none of the cases
20 cited by Getty support that application of section 3482. There is no basis to hold as a matter of law
21 that the Getty was immune from liability under section 3482, and the Getty’s Demurrer to the public
22 and private nuisance claims should be overruled.

23 **1. The Permit’s Restrictions Do Not Expressly Authorize Getty to** 24 **Maintain a Nuisance**

25 Although the Permit placed some restrictions on the timing of the Getty’s vegetation
26 management, the Permit allowed—and in fact required—the Getty to manage its vegetation in order
27 to prevent a dangerous condition on its property. The Master Complaint sufficiently alleges that the
28 Getty failed to do so.

1 Specifically, the Getty argues that the Permit and the Villa’s Tree Trimming and Fuel
2 Modification Plan (the “Fuel Modification Plan”) “restricted the Getty’s vegetation management to
3 protect the Monarch butterfly roosting sites and key tree species,” including by “impos[ing] seasonal
4 prohibitions barring trimming in the protected areas from October through February,” “requir[ing]
5 the Getty to seek a permit amendment from the Commission if fire officials deemed additional
6 trimming to be necessary,” and “prohibit[ing] more aggressive trimming absent Commission
7 approval and specific findings by designated fire officials.” (Demurrer at 14-15.)

8 Despite these limitations on *when* the Getty can manage vegetation, the Permit and the Fuel
9 Modification Plan do not—by their express terms or by the “plainest and most necessary
10 implication”—authorize the Getty to avoid trimming altogether, violate municipal brush-clearance
11 ordinances, or allow vegetation on the Getty property to become dangerously overgrown and a threat
12 to public safety. The Permit and the Fuel Modification Plan not only allow the Getty to manage
13 vegetation on the Villa property, but *require it*. For instance:

- 14 • The Permit (Ex. A to the Getty’s Request for Judicial Notice (“RJN”)), requires the
15 Getty to maintain trees and allows it to do so at any time as necessary for public
16 safety, stating, “Eucalyptus trees on-site *shall be maintained, trimmed, and (if
17 necessary) removed* at such seasons as will not be detrimental to the migration,
18 resting or reproduction of the Monarch Butterfly, *except in the case of emergencies
19 or as necessary for public safety*. (Ex. A at 26 (emphasis added).)
- 20 • The Fuel Modification Plan (Ex. B to the Getty’s RJN) written nearly 25 years ago
21 in 2001, states that tree work within the Monarch habitat shall not occur during
22 Monarch overwintering season (October to February) “[t]o the extent practicable.”
23 (Ex. B at 10.)
- 24 • Trees can be designated for removal or trimming during the Monarch overwintering
25 season so long as the plan is “reviewed and approved as to location and timing by an
26 entomologist or biologist with expertise in Monarch butterflies prior to
27 removal/trimming.” (*Id.*)
- 28 • The Fuel Modification Plan required removal of “[a]ll infected, structurally
weakened, dead, dying branches . . . for public safety and tree health issues.” (*Id.*)
- The Fuel Modification Plan had a “Fire Management” section that required the Getty
to follow certain fire management guidelines, including:
 - Thinning brush and tall annual vegetation prior to fire season “in accordance
with the information in 2001 (or most current version of the) “Los Angeles
Fire Department Brush Clearance Program Information Brochure”;
 - Removing branches/foliage from near the ground to the upper canopy prior
to fire season; and

- Trimming back all branches that interfere or overhang onto adjacent properties, extend over building eaves, or are within 15 feet of a chimney. (*Id.* at 10-11.)

The Fuel Modification Plan also shows that the suitable Monarch habitat only covers a portion of the Villa property, meaning any restrictions on the Getty's vegetation management only apply to certain areas, while others, including the section of the property bordering homes on Bellino Drive that were destroyed by the Palisades Fire, are not subject to those restrictions. (*Id.* at 9.)

Contrary to the Getty's contention, the Getty has not fully complied with the conditions of its Permit and Fuel Modification Plan. Plaintiffs referenced the Permit in the Master Complaint only because the Getty frequently used it in communications with its neighbors as an excuse for why it purportedly could not do more to manage vegetation on its property when neighbors raised concerns.³ Now that the Getty has provided copies of the Permit and the Fuel Modification Plan, it is clear from those documents that—notwithstanding the limited restrictions they placed on when and how the Getty could manage vegetation—the Getty clearly could have done more to manage vegetation on its property and reduce the fire hazard as its neighbors repeatedly urged. This includes, but is not limited to, taking further steps to reduce vegetation during the pre-fire-season months when it was expressly required to do so, reducing vegetation on areas of its property outside the protected Monarch butterfly habitat areas, or requesting permission to reduce vegetation under the supervision of a biologist or entomologist after Villa neighbors had repeatedly identified that vegetation as a dangerous condition. For instance, the Getty's actions to drastically reduce vegetation on its property *after* the Palisades Fire, as alleged by Plaintiffs (*see* MC ¶ 251), show that it was able to do so but had simply chosen not to. Indeed, within months after the fire, the Getty, perhaps fearing litigation, significantly trimmed the trees surrounding its property. (*Id.*)

This is in contrast to the years of neighbors' complaints prior to the Palisades Fire. As

³ The Getty wrongly claims that "Plaintiffs admit that the permit only allowed . . . tree trimming every two to three years." (Demurrer at 14.) Plaintiffs were referencing excuses commonly made by the Getty for why it could not trim trees in response to neighbors' concerns, not admitting that the Getty could only trim trees every two to three years. In fact, the Getty was *required* to thin trees every two years, and Plaintiffs have not seen—and the Getty does not cite to—any restrictions limiting tree trimming to "every two to three years." (Ex. B at 11.)

1 indicated above, from 2015 up until just hours before the Palisades Fire, neighbors frequently
2 requested that the Getty act to reduce dangerously overgrown vegetation at the Villa. (*Id.* ¶¶ 252-
3 59.) A neighbor of the Villa, who lived in Pacific View Estates, repeatedly emailed the Getty in
4 2024 (including outside of the Monarch overwintering season) asking that the Getty reduce the
5 vegetation on the Villa property, which the homeowner correctly identified as “a fire danger to the
6 homes around them.” (*Id.* ¶ 256.) Another homeowner in Castellammare, who purchased his home
7 in November 2024, contacted the Getty about reducing the dense vegetation abutting his and other
8 Plaintiffs’ property. (*Id.* ¶ 258.) The Getty did nothing.

9 Additionally, Los Angeles City ordinances required regular vegetation management. The
10 Getty was in violation of several of these regulations, including L.A.M.C. § 57.4906.5.1, *et seq.*
11 (prohibiting any landowner from allowing “vegetation which, by reason of proximity to a building
12 or structure, constitutes a fire hazard”), § 57.4906.5.1.1.1 (requiring a property owner to remove all
13 dead trees and maintain all other vegetation at a height of no more than three inches within 100 feet
14 of a building or structure on its property or adjacent property), and § 57.4906.5.2.1 (declaring that
15 violations of the City’s brush clearance ordinances increase the danger of fire and constitute a public
16 nuisance). (MC ¶¶ 260-63.) By failing to clear overgrown vegetation on its Villa property to avoid
17 a hazardous condition or to maintain proper standoff distance from other buildings or structures on
18 adjacent property, the Getty was in violation of these ordinances. (*Id.*) The Getty’s Permit does
19 not exempt it from complying with other fire prevention laws. Nothing in the Permit overrides the
20 overarching requirements the City established to govern vegetation management by private
21 landowners, particularly where the Getty could have both complied with the restrictions in the
22 Permit and managed vegetation at the times it was allowed to do so to remain in compliance with
23 the City’s brush clearance ordinances.

24 In short, the Permit and Fuel Modification Plan do not show that it was “expressly
25 authorized” to violate City ordinances and fail to maintain vegetation prior to the Palisades Fire.

26 **2. The Section 3482 Case Law Does Not Support a Finding that the**
27 **Permit and Fuel Modification Plan Expressly Authorize the Getty to**
 Maintain Hazardous Vegetation on its Villa Property

28 The controlling rule for exemption from liability under section 3482, restated in *Greater*

1 *Westchester Homeowners Assn. v. City of Los Angeles* (1979) 26 Cal.3d 86, and *Varjabedian v. City*
2 *of Madera* (1977) 20 Cal.3d 285, 291, is that a “statutory sanction cannot be pleaded in justification”
3 of acts that constitute a nuisance under general rules unless the statute “expressly”—or by the
4 “plainest and most necessary implication”—authorizes the very act that occasions the injury, such
5 that “it can be fairly stated that the legislature contemplated the doing of the very act which
6 occasions the injury.” *Greater Westchester*, supra, 26 Cal.3d at 100; accord *Varjabedian*, 20 Cal.3d
7 at 291. The corollary, equally settled, is that “although an activity authorized by statute cannot be
8 a nuisance, the *manner* in which the activity is performed may constitute a nuisance.” *Greater*
9 *Westchester*, 26 Cal.3d at 101 (emphasis in original).

10 Applied here, that controlling rule defeats the Getty’s section 3482 defense. As discussed
11 above, the terms of the Permit do not expressly authorize the Getty to fail to maintain its vegetation
12 or to maintain vegetation in the condition it was in before the Palisades Fire. The Permit also does
13 not sanction the Getty’s failure to take reasonable steps to keep its vegetation in a safe condition.
14 The Permit allows Getty to manage its vegetation outside of restricted months and requires the Getty
15 to take other steps to manage vegetation. And the Permit does not exempt Getty from compliance
16 with the City’s brush clearance ordinances.

17 *Varjabedian* is directly on point: there, the California Supreme Court “rejec[ted] defendant’s
18 theory that the general authorization of municipal construction of sewage plants ‘expressly’
19 sanctions the production of any particular level of odors within the meaning of section 3482.”
20 *Varjabedian*, 20 Cal.3d at 292. The Court reasoned that the authorizing statutes “mention[ed] [no]
21 possibility of noxious emanations from such facilities” and that the Legislature could not be said to
22 have “contemplated, to any extent, the creation of a malodorous nuisance when it authorized sewage
23 plant construction.” *Id.* The same reasoning controls here: nothing in the Permit or Fuel
24 Modification Plan expressly authorizes the Getty to allow ordinance-violating accumulations of
25 brush within 100 feet of homes, and nothing suggests the Legislature contemplated that the Getty’s
26 Permit or Fuel Modification Plan would license noncompliance with the City’s brush-clearance
27 laws.

28 *Wilson v. Southern California Edison Co.* (2015) 234 Cal.App.4th 123 is also dispositive.

1 In *Wilson*, the Court of Appeal rejected an electric company’s invocation of section 3482 where
2 stray voltage from an electrical substation was entering the plaintiff’s home and shocking her,
3 finding that the electrical substation was authorized, but allowing the stray voltage to exist was not.
4 *Id.* at 129. Taken together, these cases clearly establish that a particular action must be expressly
5 and specifically authorized by the government to act as a shield to nuisance liability—a showing the
6 Getty cannot make at the pleading stage.

7 The cases on which the Getty relies are inapposite and do not support the Getty’s contention
8 that it should be immune from nuisance liability because its conduct was authorized by statute.
9 Rather, those cases show precisely why the Getty’s argument is distinguishable from cases where
10 nuisance claims were barred by section 3482. In *Eisenstecken*, plaintiffs alleged that a defendant’s
11 removal of 31 trees on his land was a nuisance because it destroyed the scenic view and reduced the
12 value of the neighbors’ property. *Eisenstecken v. Tahoe Regional Planning Agency*, 2025 WL
13 1531678, at *10 (E.D. Cal., May 28, 2025). However, the defendant had been specifically ordered
14 by the local fire inspector to cut down the trees and obtained a government permit to do so, so
15 defendant could not be liable for a nuisance claim based on that act. *Id.* In other words, a
16 homeowner cannot be found liable for taking actions the government expressly required him to do.

17 In *Public Watchdogs*, plaintiffs alleged that defendants stored spent nuclear fuel in
18 substandard storage canisters, creating a nuisance. *Public Watchdogs v. Southern California Edison*
19 *Company* 2019 WL 6497886, at *2-3 (S.D. Cal., Dec. 3, 2019), *aff’d* 984 F.3d 744 (9th Cir. 2020).
20 The court found plaintiff’s claims were barred by section 3482 because the United States Nuclear
21 Regulatory Commission had certified the storage canisters and onsite containment system as
22 “approved for storage of spent fuel.” *Id.* at *17. As the Getty itself notes, in *Williams*, defendants
23 “had a permit from the California Department of Health Services **expressly allowing** chloramines
24 in the water.” *Williams v. Moulton Niguel Water Dist.* (2018) 22 Cal.App.5th 1198, 1206 (emphasis
25 added). As a result of this express governmental authorization, plaintiffs’ claims that the
26 chloramines were a nuisance that had caused damage to copper piping in their homes were
27 precluded. *Id.* at 1207. Similarly, both *Carson Harbor* and *Jordan* were cases involving National
28 Pollutant Discharge Elimination System (“NPDES”) permits that expressly authorized the discharge

1 of the materials that were alleged to constitute the nuisance. *Carson Harbor Village, Ltd. v. Unocal*
2 *Corp.*, 270 F.3d 863, 888 (9th Cir. 2001) (finding section 3482 barred claims for nuisance for lead
3 on the property from storm water runoff, where permits expressly authorized discharge of storm
4 water containing pollutants); *Jordan v. City of Santa Barbara* (1996) 46 Cal.App.4th 1245, 1247-
5 48 (alleged nuisance operation of a waste treatment facility was expressly authorized by an NPDES
6 permit regulating discharge from facility and amount of constituents allowed in discharge).

7 Here, the Getty can point to no authorization expressly permitting it to refrain from trimming
8 its trees or maintaining safe vegetation to mitigate the threat of fire on surrounding properties. In
9 fact, the Getty is required under its Permit and Fuel Modification Plan to take certain actions to
10 reduce vegetation at certain times of year. Unlike each of the cases on which it relies, where the
11 express act complained of as a nuisance was authorized by a statute, regulation, or permit, there is
12 no analogous express authority here for non-compliance with brush-clearance ordinances. The
13 Getty's Demurrer to Plaintiffs' public and private nuisance claims should be denied.

14 **B. Plaintiffs Have Stated a Trespass Claim**

15 The Getty argues that a trespass-by-fire claim requires Plaintiffs to allege that the Getty
16 affirmatively ignited the Palisades Fire. (Demurrer at 15-16.) This is incorrect. As this Court
17 recently clarified in overruling Mountains Recreation and Conservation Authority's ("MRCA")
18 demurrer to a trespass claim, "allegations that fire fueled by overgrown and cut brush on
19 [defendant's] property" intruded into Plaintiffs' properties are sufficient to state a claim for trespass.
20 (See July 15, 2026 MRCA Demurrer Order ("MRCA Dem. Ord.") at 11.) Just as this Court
21 overruled MRCA's Demurrer to a trespass claim stemming from negligent brush clearing, it should
22 likewise overrule the Demurrer to the substantially-similar trespass claim against the Getty.

23 Under California law, trespass requires an intentional, reckless, or negligent entry onto the
24 plaintiff's property. See, e.g., *Golden Gate Land Holdings LLC v. Direct Action Everywhere* (2022)
25 81 Cal.App.5th 82, 90-91; *Ralphs Grocery Co. v. Victory Consultants, Inc.* (2017) 17 Cal.App.5th
26 245, 262; *Kelly v. CB&I Constructors, Inc.* (2009) 179 Cal.App.4th 442, 460. Plaintiffs allege that
27 the Getty's negligent vegetation management—failing to trim trees in the borders of its property in
28 a fire-prone area—allowed the Palisades Fire to intensify and channel through the Getty Villa

1 directly into the surrounding residential neighborhoods. (MC ¶¶ 249-50, 264-68.) Because the
2 Master Complaint adequately alleges that the Getty's negligent conduct caused an unconsented
3 intrusion of fire onto Plaintiffs' properties, the Demurrer to the trespass claim should be overruled.

4 The Getty's argument to the contrary rests entirely on two cases, neither of which supports
5 its cause. First, the Getty cites *Elton v. Anheuser-Busch Beverage Group, Inc.* (1996) 50
6 Cal.App.4th 1301, for the proposition that trespass-by-fire liability requires a showing that the
7 defendant ignited the fire. *Elton* holds no such thing. There, the Court of Appeal held that the
8 spread of fire from defendant's land onto plaintiff's land constitutes a trespass if the fire "caused
9 actual damage to the plaintiffs' property" and "those damages were caused by the defendant's
10 negligence." *Id.* at 1307. The *Elton* court was not presented with, and did not decide, whether a
11 trespass claim requires the defendant to have affirmatively ignited the fire.

12 Second, the Getty relies on *Exact Property & Casualty Co. v. Union Pacific Railroad Co.*,
13 2021 WL 2711188 (E.D. Cal. July 1, 2021), in which the Eastern District of California erroneously
14 concluded that California trespass-by-fire claims must be categorically limited to circumstances
15 where the defendant "took some affirmative action to set the fire." *Id.* at *6. The court in *Exact*
16 *Property* did not reach this conclusion based on a survey of California trespass law. Instead, the
17 court looked only at two trespass cases, noted that they both involved defendants accused of igniting
18 the fire, and then wrongly jumped to the conclusion that all trespass-by-fire claims must contain
19 such an allegation. *See id.* ("Elton was careful to note that defendant had intentionally set the fire .
20 . . . The only other case cited by plaintiff . . . also involved a case in which the defendant had
21 intentionally set a fire The court therefore concludes that . . . in order for plaintiff to state a
22 claim for trespass, plaintiff must plead facts that plausibly show [defendant] took some affirmative
23 action to set the fire at issue."). This conclusion is not supported by the body of California case law
24 on trespass or even by the two cited cases. The first cited case was *Elton* which, as described above,
25 did not hold, or even suggest, that a defendant's ignition of the fire was a necessary element of a
26 trespass claim. The second cited case, *Robinson v. United States*, 175 F. Supp. 2d 1215 (E.D. Cal.
27 2001) also said nothing about whether ignition by the defendant is required for a trespass-by-fire
28 claim. In *Robinson*, the parties agreed that the fire at issue constituted a trespass, and the court only

1 addressed plaintiff's ability to recover emotional distress damages on the claim. *See id.* at 1222.

2 Other cases plainly illustrate that a trespass-by-fire claim under California law does not
3 require an allegation that the Defendant itself ignited the fire. For example, in *United States v.*
4 *Wholesale Fireworks Corp.*, 2024 WL 4343192, at *8 (C.D. Cal. Sept. 27, 2024), the Central District
5 of California analyzed a motion to dismiss a trespass claim under California law. In that case,
6 trespass was alleged against a fireworks manufacturer whose firework product was set off by a third
7 party to ignite the El Dorado Fire in San Bernardino County. *Id.* at *1-2. It was uncontroverted that
8 the defendant fireworks manufacturer itself did not affirmatively light the fire, nonetheless the court
9 denied the motion to dismiss the trespass claim against it. *Id.* at *8.

10 Likewise, this Court's decision on MRCA's Demurrer held that the Master Complaint
11 properly pled a trespass claim against MRCA because its inadequate vegetation management
12 allowed the spread of the Palisades Fire onto Plaintiffs' properties, even though there is no allegation
13 that MRCA initially ignited the Palisades Fire. (*See* MRCA Dem. Ord. at 11.) The same conclusion
14 applies here, and the Getty's Demurrer to the trespass claim should be denied.

15 **C. Plaintiffs Have Stated a Claim for Violation of Health & Safety Code Sections**
16 **13007 & 13008**

17 The Getty argues that the Master Complaint does not state a claim for violation of Health
18 & Safety Code sections 13007 and 13008. The Getty is wrong on both counts. First, the Getty's
19 argument that section 13007 requires allegations that it "ignited or controlled" the fire ignores the
20 plain language of the statute, which imposes liability on a defendant who "allows fire to be set to"
21 the property of another. *See* Health & Safety Code § 13007. This standard is met by allegations
22 of the "failure to prevent known conditions, circumstances, or conduct" which might reasonably
23 be expected to result in a fire. *Ventura Cnty. v. S. Cal. Edison Co.* (1948) 85 Cal.App.2d 529, 532.
24 Here, the Master Complaint alleges that the Getty allowed its property to exist in a condition that
25 created significant fire risk by failing to trim the vegetation within its borders, a condition which
26 ultimately allowed fire to be set to Plaintiffs' homes. Second, the Getty's attempt to limit the
27 application of section 13008 only to instances when the defendant's failure to exercise "due
28 diligence to control" occurred after a fire was already burning is not supported by the statute or

1 case law. The Master Complaint’s allegations that the Getty failed to use due diligence in its
2 vegetation management prior to the fire satisfy the statute’s requirements because those failures
3 “allow[ed a] fire burning upon [the Getty’s] property to escape to the property of another.” See
4 Health & Safety Code § 13008.

5 A case the Getty itself touts involved similar claims of inadequate vegetation management
6 and precisely illustrates why the Getty’s arguments are incorrect. *Exact Property*, 2021 WL
7 2711188, at *3, addressed claims that the defendant “neglected to remove combustible vegetation”
8 from its property and knew, or should have known, of the potential fire danger caused by this
9 overgrown vegetation and the presence of homeless persons camping on its property. *Id.* The
10 plaintiff in that case did not allege that the defendant ignited the fire or that the defendant failed to
11 exercise due diligence during the time the fire was burning on its property. Nonetheless, the Court
12 held that the plaintiff stated claims for violation of both sections 13007 and 13008, reasoning that
13 “a defendant may be liable based on its knowledge of the ‘conditions, circumstances, or conduct
14 which might reasonably be expected to result in the starting of a fire.’” *Id.* at *5 (quoting *Ventura*,
15 85 Cal.App.2d at 532). The court stated:

16 Plaintiff alleges that, though [defendant] had, at times, cleared its easement of combustible
17 vegetation, it failed to remove such vegetation and homeless persons from its easement prior
18 to the July 5, 2020 fire. ... As a result of [defendant’s] failure to mitigate these fire risks,
19 plaintiff alleges that the fire was allowed to ignite and spread to neighboring properties. ...
20 These allegations are sufficient to plausibly claim that [defendant] had knowledge of the
21 conditions or circumstances which might reasonably be expected to result in the starting of
22 a fire, and thus negligently allowed the fire to be set and to spread from plaintiff’s
23 property. ... These allegations also sufficiently state a claim that defendant “failed to
24 exercise due diligence to prevent the spread of the fire beyond the confines of defendant’s
25 premises” in violation of California Health and Safety Code § 13008.

26 *Id.* (citations omitted). This reasoning directly applies to the allegations here, where the Getty
27 similarly failed to mitigate fire risks by removing vegetation on its property, a condition that
28 reasonably could be expected to allow its property to catch fire and that fire to spread from its
property, and as a result allowed embers from the Palisades Fire to ignite its brush and spread, setting
fire to Plaintiffs’ properties. The result—denial of the Demurrer—should be the same.

The cases the Getty cites do not prove otherwise. With respect to section 13007, the Getty
confuses the holding of *Vedder v. Cnty. of Imperial* (1974) 36 Cal.App.3d 654, 662. In a single

1 sentence the *Vedder* court explained why two separate Health and Safety Code sections were not
2 applicable in that case (only one of which is asserted in this case), stating, “Health and Safety Code
3 sections 13000 and 13007 are inapplicable because respondents are not alleged to have ‘kindled or
4 attended’ the fire and are not ‘persons’ as defined by Health and Safety Code section 19.” *Id.*
5 Although expressed as a compound sentence, it is clear that the absence of allegations that
6 respondents “kindled or attended” the fire was fatal to the section 13000 claim because “kindling or
7 attending” is explicitly an element of that statute, *see* Health & Safety Code § 13000 (“Every person
8 is guilty of a misdemeanor who allows a fire kindled or attended by him to escape from his control .
9 . . .”), while the fact that respondents did not meet the Code’s definition of “persons” defeated the
10 13007 claim. The *Vedder* court never held that a claim under section 13007 requires the defendant
11 to have “kindled or attended” the fire, nor could they given that “kindled or attended” is just one of
12 several alternative ways—separated by “or”—that a person can violate section 13007. And in
13 another of the Getty’s cases, *City of Los Angeles v. Shpegel-Dimsey, Inc.* (1988) 198 Cal.App.3d
14 1009, the court did not address section 13007 at all. Instead, it analyzed a prior version of Health
15 & Safety Code section 13009 and provided no explanation for its conclusion that the “defendant
16 comes within none of the classes of persons held liable” under that statute. *Id.* at 1019-20. *Shpegel-*
17 *Dimsey* is simply not relevant here.

18 The Getty’s constricted interpretation of section 13008 as only applying to actions taken in
19 response to an actively-burning fire is also not supported by case law. The Getty cites to no case
20 that holds that section 13008 is so limited, nor can it.⁴ Instead, it incorrectly claims that the Supreme

21 ⁴ Although the Getty cites to *People v. Southern Pacific Co.* (1983) 139 Cal.App.3d 627, 637,
22 and *Gould v. Madonna* (1970) 5 Cal.App.3d 404, 407, neither case supports this proposition. The
23 Getty misleadingly suggests that the court in *Southern Pacific* affirmed that “the topic of section
24 13008 is the suppression of existing fires on a landowner’s property,” (Demurrer at 20),
25 conveniently omitting that this was *appellant’s* contention, not the court’s. *People v. S. Pac.*, 139
26 Cal. App. 3d at 637 (“Appellants suggest that the suppression of fires of unknown origin is the
27 topic of section 13008.”). That case held that “liability for firefighting expenses under section
28 13009 is limited to the situations in which liability for property damage exists under section
13007” and that defendants’ conduct did not fall under section 13007; thus it did not interpret
section 13008 at all. *Id.* at 638. And *Gould* merely stated that “Section 13008 deals with fires set
on one’s property and escaping to that of another.” *Gould* (1970) 5 Cal. App. 3d at 407. It said
nothing about whether the statute is limited to actions taken while the fire was actively burning.

1 Court “interpreted” section 13008 in *Presbyterian Camp & Conference Centers, Inc. v. Superior*
2 *Court* (2021) 12 Cal.5th 493 as only applying to a defendant’s response to an active fire. (Demurrer
3 at 20.) The Getty’s purported support for this argument is that the court “described Section 13008
4 as applying where a defendant ‘allows a fire burning on his property to escape to the property of
5 another without exercising due diligence to control the fire.’” (*Id.* (quoting *Presbyterian Camp* at
6 511).) But the language in *Presbyterian Camp* that the Getty highlights offers no actual
7 interpretation at all—it is merely the Supreme Court directly quoting part of the legislative history of
8 section 13009, which is paraphrasing (almost verbatim) the language of section 13008 itself.
9 Compare *Presbyterian Camp*, 12 Cal.5th at 511 (“allows a fire burning on his property to escape to
10 the property of another without exercising due diligence to control the fire” (quoting Sen. Com. on
11 Judiciary, Analysis of Assem. Bill No. 1247 (1971 Reg. Sess.) as amended July 19, 1971, pp. 2–3)),
12 with Health & Saf. Code, § 13008 (“allows any fire burning upon his property to escape to the
13 property of another, whether privately or publicly owned, without exercising due diligence to control
14 such fire”). The Supreme Court in *Presbyterian Camp* did not interpret section 13008, and its quote
15 of a near-verbatim paraphrase of the section’s language says nothing at all about whether the
16 statute’s “due diligence” requirement is limited to fires already burning, as the Getty contends.

17 Given the statutory language, the Master Complaint sufficiently alleges in detail how the
18 Getty exhibited a years-long “pattern of inaction in the face of the obvious fire risk caused by
19 overgrown vegetation on the Getty Villa property,” and how that “inaction led to the Palisades Fire
20 burning the Getty Villa’s inadequately managed vegetation and spreading the fire to neighboring
21 properties causing their damage and destruction.” (MC ¶¶ 249-59, 264-68.) It further alleges that
22 the Getty had ample knowledge of the fire danger its overgrown vegetation caused thanks to
23 repeated complaints from the neighbors whose properties were being put at risk. (*Id.* ¶¶ 254-59.)
24 These allegations sufficiently state a claim for violation of Health & Safety Code sections 13007
25 and 13008 for the reasons set forth above.

26 **V. CONCLUSION**

27 For all of the foregoing reasons, the Getty’s Demurrer should be overruled in its entirety.
28

1 Dated: July 31, 2026

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24 ***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 865 S.
5 Figueroa Street, 10th Floor, Los Angeles, CA 90017

6 On July 31, 2026, I served true copies of the following document(s) described as
7 **INDIVIDUAL PLAINTIFFS' OPPOSITION TO J. PAUL GETTY TRUST'S DEMURRER**
8 on the interested parties in this action as follows:

9
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.

17
18 /s/ Ryan Comaduran
19 Ryan Comaduran
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