

1 TERI LAZORISAK (SBN 143261) tlazorisak@cookseylaw.com
2 MATTHEW R. PAHL (SBN 227334) mpahl@cookseylaw.com
3 **COOKSEY, TOOLEN, GAGE, DUFFY & WOOG**
4 A Professional Corporation
5 535 Anton Boulevard, Tenth Floor
6 Costa Mesa, California 92626-1977
7 Telephone: (714) 431-1100
8 Facsimile: (714) 431-1119

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/02/2026 7:41 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Drew, Deputy Clerk

Attorneys for Defendants,
PACIFIC PALISADES BOWL MOBILE ESTATES, LLC; PACIFIC PALISADES
BOWL MOBILE ESTATES DEL, LLC; and BIGGS REALTY, INC., erroneously sued
and served as BIGGS REALTY

9 ELAINE K. FRESCH, ESQ. (SBN 119809) efresch@hpylaw.com
10 TARA D. SHAH, ESQ. (SBN 217162) tshah@hpylaw.com
11 **HAWKINS PARNELL & YOUNG, LLP**
12 445 South Figueroa Street, Suite 3200
13 Los Angeles, California 90071
14 Phone: (213) 486-8000
15 Facsimile: (213) 486-8080

Attorneys for Defendant,
VICTOR MARTINEZ AND ASSOCIATES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

PALISADES FIRE LITIGATION

DAN GRIGSBY, et al.,

Plaintiffs,

v.

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

Defendants.

AND ALL RELATED CASES.

Lead Case No.: 25STCV00832

(Case Assigned to Hon. Samantha Jessner
–Dept. 7)

**PALISADES BOWL DEFENDANTS’
JOINT NOTICE OF DEMURRER AND
DEMURRER TO REVISED MASTER
COMPLAINT; MEMORANDUM OF
POINTS AND AUTHORITIES;
SUPPORTING DECLARATION OF
MATTHEW R. PAHL**

Action Filed: January 13, 2025

Hearing

Date: September 23, 2026
Time: 1:45 p.m.
Dept.: 7

1 **TO THIS COURT, THE PARTIES, AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on or about September 23, 2026, at 1:45 p.m., or as soon
3 thereafter as the matter may be heard in Department 7 of the above-entitled Court, located at 312
4 Spring Street, Los Angeles, California, Defendants BIGGS REALTY, INC., erroneously sued and
5 served as BIGGS REALTY, PACIFIC PALISADES BOWL MOBILE ESTATES, LLC, PACIFIC
6 PALISADES BOWL MOBILE ESTATES DEL, LLC, and VICTOR MARTINEZ AND
7 ASSOCIATES, INC. (collectively, the “Palisades Bowl Defendants”) will and hereby do demur to the
8 Fifty-First, Fifty-Second, Fifty-Third, and Fifty-Fourth Causes of Action in the Revised Master
9 Complaint.

10 The Palisades Bowl Defendants demur to all four causes of action (51 through 54) on the
11 ground that each has each failed to plead facts sufficient to constitute a viable cause of action as to a
12 significant portion of the Plaintiffs in this case—referred to herein as “Non-Resident Plaintiffs” and
13 identified in the list of Non-Resident Plaintiffs attached to the Declaration of Matthew R. Pahl as
14 **Exhibit A**—because none of said Non-Resident Plaintiffs resided in, owned, or otherwise occupied
15 property at the Pacific Palisades Bowl Mobile Estates, the mobile home park allegedly owned and/or
16 operated by the Palisades Bowl Defendants. ***Over 2,800 Non-Resident Plaintiffs have filed causes***
17 ***of action against the Palisades Bowl Defendants. At least 463 of these Non-Resident Plaintiffs have***
18 ***effectuated service as of the date of the filing of the instant Demurrer, which is directed solely to***
19 ***those Plaintiffs who have effectuated service of their Complaint on the Palisades Bowl Defendants.***
20 ***Nothing herein constitutes a general appearance, acceptance of service, or waiver of any service-***
21 ***related defense as to any Plaintiff who has failed to serve his or her Complaint.***

22 Separately, the demurrers to the Fifty-Second Cause of Action for Public Nuisance and Fifty-
23 Fourth Cause of Action for Breach of Contract are also based on the grounds that all Plaintiffs have
24 either failed to plead facts sufficient to constitute viable causes of action or otherwise failed to comply
25 with the proper procedure for pleading said causes of action. Victor Martinez and Associates, Inc.
26 (“VMA”) further demurs to the Fifty-Fourth Cause of Action on the grounds that all Plaintiffs failed
27 to plead facts sufficient to constitute a viable cause of action for Breach of Contract because they do
28

1 not allege that VMA is a party to any rental agreement and omits VMA entirely from the breach,
2 causation, and damages allegations.

3 This Demurrer will be based on this Notice of Demurrer, the Declaration of Matthew R. Pahl,
4 the Memorandum of Points and Authorities, the pleadings and records on file in this action, and any
5 further evidence and argument the Court may receive and consider at the time of hearing of this matter.

6 As stated in the Declaration of Matthew R. Pahl filed concurrently herewith, counsel for the
7 Palisades Bowl Defendants met and conferred with counsel for Plaintiffs in advance of filing the
8 instant Demurrer pursuant to *Code of Civil Procedure* section 430.41, on May 22, 2026.

9
10 DATED: May 29, 2026

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG

11 /S/ Matthew R. Pahl
12 By: _____
13 TERI LAZORISAK
14 MATTHEW R. PAHL
15 Attorneys for Defendants,
16 PACIFIC PALISADES BOWL MOBILE
17 ESTATES, LLC; PACIFIC PALISADES
18 BOWL MOBILE ESTATES DEL, LLC; and
19 BIGGS REALTY, INC.

20
21 DATED: May 29, 2026

HAWKINS, PARNELL & YOUNG, LLP

22 /S/ Tara D. Shah
23 By: _____
24 ELAINE K. FRESH
25 TARA D. SHAH
26 Attorneys for Defendant,
27 VICTOR MARTINEZ AND ASSOCIATES,
28 INC.

DEMURRER

Defendants BIGGS REALTY, INC., erroneously sued and served as BIGGS REALTY, PACIFIC PALISADES BOWL MOBILE ESTATES, LLC, PACIFIC PALISADES BOWL MOBILE ESTATES DEL, LLC, and VICTOR MARTINEZ AND ASSOCIATES, INC. (collectively, the “Palisades Bowl Defendants”) hereby jointly demur to the following causes of action in the Revised Master Complaint¹ on the following grounds:

1. The Fifty-First Cause of Action for Negligence, Fifty-Second Cause of Action for Public Nuisance, Fifty-Third Cause of Action for Private Nuisance, and Fifty-Fourth Cause of Action for Breach of Contract, brought on behalf of the Non-Resident Plaintiffs identified in **Exhibit A** filed concurrently herewith, all collectively contain a defect or misjoinder of parties, fail to state facts sufficient to constitute a viable cause of action against the Palisades Bowl Defendants, and are uncertain, due to the fact that the Short Form Complaints indicate the Non-Resident Plaintiffs did not reside at the property relevant to the claims. (See *Cal. Code Civ. Proc.* §430.10(d), (e), (f).)

2. The Fifty-Second Cause of Action for Public Nuisance fails to state facts sufficient to constitute a viable cause of action against the Palisades Bowl Defendants. (See *Cal. Code Civ. Proc.* §430.10(e).)

3. The Fifty-Fourth Cause of Action for Breach of Contract fails to state facts sufficient to constitute a viable cause of action against the Palisades Bowl Defendants. (See *Cal. Code Civ. Proc.* §430.10(e).)

///

¹ A note of clarification for the Court: This Demurrer applies only to the claims and causes of action contained in the Revised Master Complaint filed in the lead Palisades Fire Litigation case (*Grigsby, et al. v. City of Los Angeles, et al.*, LASC Case No. 25STCV00832) and the related Short Form Complaints filed by any Plaintiff who has adopted the allegations and causes of action in the Revised Master Complaint. To the extent a Plaintiff has not filed a separate, concurrent lawsuit for the same claims, this Demurrer exclusively does not apply to the claims asserted by Plaintiffs in the related case titled *Beckwith, et al. v. Pacific Palisades Bowl Mobile Estates, LLC, et al.*, LASC Case No. 25SMCV03846, in which the Palisades Bowl Defendants had filed their Answers prior to (1) the filing of the Revised Master Complaint, and (2) entry of the Minute Order deeming the *Grigsby* Action and *Beckwith* Action related. The Palisades Bowl Defendants expressly reserve all rights to demur to any complaint filed by a Beckwith Plaintiff who has also filed a separate, concurrent action asserting the same claims.

1 4. The Fifty-Fourth Cause of Action for Breach of Contract fails to state facts sufficient
2 to constitute a viable cause of action against Victor Martinez and Associates, Inc., specifically. (See
3 *Cal. Code Civ. Proc.* §430.10(e).)
4

5 DATED: May 29, 2026

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG

6 */S/ Matthew R. Pahl*

7 By: _____

8 TERI LAZORISAK
9 MATTHEW R. PAHL
10 Attorneys for Defendants,
11 PACIFIC PALISADES BOWL MOBILE
ESTATES, LLC; PACIFIC PALISADES
BOWL MOBILE ESTATES DEL, LLC; and
BIGGS REALTY, INC.

12 DATED: May 29, 2026

HAWKINS PARNELL & YOUNG, LLP

13 */S/ Tara D. Shah*

14 By: _____

15 ELAINE K. FRESCH
16 TARA D. SHAH
17 Attorneys for Defendant,
VICTOR MARTINEZ AND ASSOCIATES,
INC.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The 2025 Palisades Fire devastated the Pacific Palisades community and completely destroyed every home, space and structure at the Pacific Palisades Bowl Mobile Estates (“Palisades Bowl MHP”), a mobile home park located at 16321 Pacific Coast Highway, Pacific Palisades. The owners and/or operators of the Palisades Bowl MHP—Biggs Realty Inc., Pacific Palisades Bowl Mobile Estates, LLC, and Pacific Palisades Bowl Mobile Estates Del, LLC (collectively, the “Palisades Bowl Owners”)—and their management company Victor Martinez and Associates, Inc. (“VMA”), have jointly filed this Demurrer and are collectively referred to herein as the “Palisades Bowl Defendants.”

The Revised Master Complaint (“RMC”), filed in lead case *Grigsby, et al. v. City of Los Angeles, et al.*, LASC Case No. 25STCV00832, sets forth four causes of action against the Palisades Bowl Defendants—Negligence (Fifty-First Cause of Action), Public Nuisance (Fifty-Second Cause of Action), Private Nuisance (Fifty-Third Cause of Action), and Breach of Contract (Fifty-Fourth Cause of Action)—arising from alleged failures to maintain the park and implement an emergency preparedness plan. (See RMC ¶¶ 821-858.)

Certain Plaintiffs allege that they are “tenants and residents of the Palisades Bowl,” a mobile home community located at 16321 Pacific Coast Highway, Pacific Palisades, California. (RMC ¶¶ 39, 334, 821, 831, 841, 850.) Thus, the allegations against the Palisades Bowl Defendants have been brought by a small subset of Plaintiffs—those who allegedly owned or occupied homes in the Palisades Bowl MHP. The Palisades Bowl Defendants are not alleged to have otherwise caused or contributed to the Palisades Fire or to have caused damages to any home, structure, item, or person *outside* of the Palisades Bowl MHP. However, in filing their Short Form Complaints (“Short Forms”), thousands of Plaintiffs appear to have “checked” the boxes for Causes of Action Nos. 51-54 despite clearly conceding that they did not reside in the Palisades Bowl MHP. These “Non-Resident Plaintiffs” have been identified in **Exhibit A** attached to the Declaration of Matthew R. Pahl (“Pahl Decl.”), filed concurrently herewith.² The Non-Resident Plaintiffs therefore did not and cannot state a claim against

² **Exhibit A** is current through May 27, 2026. It is possible that additional Non-Resident Plaintiffs will

1 the Palisades Bowl Defendants, and the Demurrer to the RMC must be sustained as to those individuals
2 identified in **Exhibit A** without leave to amend.

3 The Palisades Bowl Defendants separately demur to the Fifty-Second and Fifty-Fourth Causes
4 of Action (Public Nuisance and Breach of Contract, respectively), because Plaintiffs have failed to
5 allege the required facts as a matter of law. Thus, the Demurrer should be sustained as to those two
6 causes of action *for all Plaintiffs* who have alleged claims against the Palisades Bowl Defendants,
7 regardless of their address or connection to the mobile home park. In addition, VMA further demurs
8 to the Fifty-Fourth Cause of Action on the grounds that it fails to plead a cause of action for Breach
9 of Contract in that it does not allege that VMA is a party to any rental agreement and omits VMA
10 entirely from the breach, causation, and damages allegations. (See RMC ¶¶ 852, 857, 858.)

11 **II. STATEMENT OF RELEVANT FACTS**

12 **A. THE PALISADES FIRE**

13 Plaintiffs allege that on January 1, 2025, the “Lachman Fire” burned near Temescal Ridge Trail
14 in Pacific Palisades. Although it was declared contained, smoldering embers from the Lachman Fire
15 reignited on January 7, 2025, when winds picked up, to become the “Palisades Fire.” (RMC ¶¶ 62,
16 69–78.) Among many other properties, the Palisades Fire destroyed the Palisades Bowl MHP, located
17 at 16321 Pacific Coast Highway, Pacific Palisades. (RMC ¶ 347.) Plaintiffs filed the operative Revised
18 Master Complaint on December 1, 2025. The RMC does not include any exhibits or attachments.

19 **B. KEY PARTY IDENTIFICATION**

20 **1. Who Are The Palisades Bowl Defendants?**

21 The Palisades Bowl MHP is a mobile home community “located at **16321 Pacific Coast**
22 **Highway in Pacific Palisades, California.**” (RMC ¶¶ 39, 334 (emphasis added).) Plaintiffs allege the
23

24
25 continue to file Short Forms between now and the date this Demurrer is ruled upon. Over 2,800 Plaintiffs have
26 filed causes of action against the Palisades Bowl Defendants, at least 463 of whom have effectuated service as
27 of the date of filing. This Demurrer is directed solely to those Plaintiffs who have effectuated service, and
28 nothing herein constitutes a general appearance, acceptance of service, or waiver of any service-related defense
as to any unserved Plaintiff. **Exhibit A** identifies the broader universe of Plaintiffs who have filed complaints
against the Palisades Bowl Defendants and is submitted for the Court’s reference only. The Palisades Bowl
Defendants anticipate that most, if not all, Plaintiffs identified in **Exhibit A** will have effectuated service by the
hearing date.

Palisades Bowl MHP is owned and/or operated by the Palisades Bowl Owners and managed by VMA (RMC ¶¶ 38-42), who are collectively referred to as the “Palisades Bowl Defendants.” The allegations contained in the RMC against the Palisades Bowl Owners and VMA are factually identical. (See RMC ¶¶ 334-347.)

2. Who Are the Palisades Bowl Plaintiffs?

The RMC defines “Palisades Bowl Plaintiffs” as those “who lived in or resided in the Palisades Bowl [MHP]” and either “purchased preexisting homes or recreational vehicles or purchased and installed their own at the property, and/or lived in such homes.” (RMC ¶ 335.) Consistently, each of the four causes of action asserted against the Palisades Bowl Defendants expressly limits the eligible Plaintiffs to “the tenants and residents of the Palisades Bowl.” (RMC ¶¶ 821, 831, 841, 850.)

The Palisades Bowl Plaintiffs allege they relied on the Palisades Bowl Defendants to maintain the Palisades Bowl MHP pursuant to month-to-month rental agreements. (RMC ¶ 336.) Plaintiffs claiming to be Palisades Bowl Plaintiffs are those who checked the boxes for Causes of Action Nos. 51–54 in the Short Form’s cause-of-action selection table. (**Exhibit B**, pg. 8; Pahl Decl. ¶¶ 9, 12.) However, among this limited group only a small subset of Plaintiffs would in fact qualify as Palisades Bowl Plaintiffs according to the RMC’s defined parameters, and they can be easily identified because *each Short Form contains a separate section (Section D) in which the participating Plaintiff states the physical address of the property he or she lost in the Palisades Fire.* (See, e.g., **Exhibit B**, pg. 9; Pahl Decl., ¶ 12.) As explained in Section B.3 below, it is the address disclosed in Section D of each Short Form that identifies which Plaintiffs qualify as Palisades Bowl Plaintiffs, and which do not.

3. Who Are the Non-Resident Plaintiffs?

The vast majority of Plaintiffs in the Palisades Fire Litigation do not properly allege causes of action against the Palisades Bowl Defendants because they do not claim to be Palisades Bowl Plaintiffs as that term is defined in the RMC. Any Plaintiff who did not own or occupy a mobile home at 16321 Pacific Coast Highway, Pacific Palisades, on January 7, 2025, is a “Non-Resident Plaintiff” and does not qualify as a Palisades Bowl Plaintiff. Each Non-Resident Plaintiff’s own pleaded address, disclosed in Section D of their Short Form Complaint, confirms the absence of any ownership,

1 occupancy, or tenancy interest in the Palisades Bowl MHP. The Palisades Bowl Defendants have
2 identified hundreds of such Non-Resident Plaintiffs who nonetheless “checked” the boxes for Causes
3 of Action Nos. 51-54. These Non-Resident Plaintiffs are identified in **Exhibit A** attached to the
4 Declaration of Matthew R. Pahl. (**Exhibit A**; Pahl Decl. ¶¶ 13-15.)

5 **C. ALLEGATIONS AGAINST THE PALISADES BOWL DEFENDANTS**

6 The allegations involving the Palisades Bowl Defendants are set forth at RMC ¶¶ 334–347 and
7 821–858, are limited in scope as compared to the majority of the Defendants, and are brought only by
8 the Palisades Bowl Plaintiffs. Although some residents of the Palisades Bowl MHP sued its owners in
9 September of 2019 for failing to maintain common areas, among other claims, and settled those claims
10 effective August 2, 2024 (RMC ¶ 338), the claims set forth in the RMC pertain only to alleged acts
11 and omissions that accrued following that settlement.

12 From August 2, 2024, to January 7, 2025, the Palisades Bowl Defendants allegedly failed to
13 plant, maintain, and irrigate appropriate plant cover at the property, resulting in overgrown and unkept
14 brush and vegetation along the Palisades Bowl MHP’s eastern boundary, including directly behind
15 Spaces 5 and 6, which Plaintiffs allege constituted a ready source of combustible material in the event
16 of a fire. (RMC ¶ 339.)

17 Plaintiffs allege the Palisades Bowl Defendants knew or should have known that the Palisades
18 Bowl MHP is located in a Very High Fire Hazard Severity Zone and a Tier 2 extreme fire risk danger
19 zone, and that National Weather Service Fire Weather Watch warnings issued on January 3, 2025,
20 provided adequate time to conduct brush clearance. (RMC ¶¶ 340-341.)

21 Plaintiffs allege the Palisades Bowl Defendants failed to develop and implement an adequate
22 emergency fire response plan, including instructions for onsite managers on how to shut off the natural
23 gas supply. (RMC ¶ 342.) Plaintiffs also allege the Palisades Bowl Defendants were required to
24 comply with applicable statutes and regulations governing mobile home park maintenance, including
25 LAMC sections 57.4906.5.2 and 57.4906.5.1.1.1, *Civil Code* section 798.37.5, and the Mobilehome
26 Residency Law (“MRL”). (RMC ¶ 343.)

27 Residents of the Palisades Bowl MHP reported that the unkept brush behind or near Spaces 5
28

1 and 6 was the first area of the property to catch fire on January 7, 2025. (RMC ¶ 344.) The onsite
2 manager attempted to shut off the natural gas supply but allegedly lacked the proper tools, knowledge,
3 and training to do so. (RMC ¶ 345.) The fire then spread through the remaining overgrown brush and
4 vegetation, aided by what Plaintiffs allege was a “blow-torch effect” of natural gas that remained on.
5 (RMC ¶ 346.) The entire Palisades Bowl MHP was destroyed. (RMC ¶ 347.)

6 **III. LEGAL AUTHORITIES REGARDING DEMURRERS GENERALLY**

7 A demurrer may be sustained where the pleading fails to state facts sufficient to constitute a
8 cause of action or is uncertain (i.e., “ambiguous and unintelligible”). (*Cal. Code Civ. Proc.* §430.10(e)
9 & (f).) Where a complaint is defective on its face, either in whole or in part, the defendant may object
10 by demurrer. (*Cal. Code Civ. Proc.* §430.30(a).) In testing the sufficiency of a pleading, the demurrer
11 admits the truth of all material facts properly pleaded—that is, all ultimate facts alleged—but not
12 contentions, deductions, or conclusions of fact or law. (*Aubry v. Tri-City Hosp. Dist.* (1992) 2 Cal.4th
13 962, 966-967.) A demurrer is also proper where the complaint on its face discloses a defense that
14 would bar recovery. (*Guardian North Bay, Inc. v. Sup. Ct. (Myers)* (2001) 94 Cal.App.4th 963, 971–
15 972.) Exhibits to a complaint which are incorporated by reference may be considered for purposes of
16 demurrer. (*Frantz v. Blackwell* (1987) 189 Cal.App.3d 91, 94; *Barnett v. Fireman's Fund Ins. Co.*
17 (2001) 90 Cal.App.4th 500, 505.) The elements of each cause of action must be pleaded with
18 particularity sufficient to apprise the defendant of the specific grounds for the charge. (*City of Industry*
19 *v. City of Fillmore* (2011) 198 Cal.App.4th 191, 211.)

20 **IV. ARGUMENT FOR DEMURRER**

21 **A. DEMURRER MUST BE GRANTED AS TO EVERY PLAINTIFF THAT DOES** 22 **NOT QUALIFY AS A “PALISADES BOWL PLAINTIFF”**

23 A demurrer may also challenge defects that are based on matters that are judicially noticeable.
24 (*Blank v. Kirwan* (1989) 39 Cal.3d 311, 318.) The Court can take judicial notice of the records in the
25 pending action, or in any other action pending in the same court. (*Cal. Evid. Code* §452(d).) If such
26 records disclose an absolute defense or a deficiency in the complaint, the matter can be adjudicated at
27 the demurrer hearing. (*Bistawros v. Greenberg* (1987) 189 Cal.App.3d 189, 192.)

1 Here, any Plaintiff who uses the Short Form to state their liability claims adopts the causes of
2 action alleged in the RMC. Only Causes of Action Nos. 51-54 are alleged against the Palisades Bowl
3 Defendants in the RMC, and each expressly limits the class of eligible plaintiffs to “the tenants and
4 residents of the Palisades Bowl.” (RMC ¶¶ 821, 831, 841, 850 [stating, “Plaintiffs bringing this cause
5 of action are the tenants and residents of the Palisades Bowl”].)

6 Individual Plaintiffs can plead Causes of Action Nos. 51-54 against the Palisades Bowl
7 Defendants by placing a check mark next to those causes of action in **Section C** of the Short Form.
8 (See **Exhibit B**, pg. 8.) Whether by design or mere carelessness, many of the Plaintiffs who filed
9 Short Forms have “checked the boxes” pertaining to Causes of Action Nos. 51-54 while
10 simultaneously disclosing in **Section D** of their Short Forms a property address that is not 16321
11 Pacific Coast Highway. (**Exhibit A**; **Exhibit B**, pg. 9; Pahl Decl. ¶¶ 13-15; Manning Decl., ¶¶ 6-7.)

12 But the theories of liability alleged against the Palisades Bowl Defendants in the RMC
13 expressly depend on the **landlord-tenant relationship** between the Palisades Bowl Defendants and
14 each Palisades Bowl Plaintiff. The claims of negligence, nuisance, and breach of contract, all explicitly
15 involve alleged acts, omissions, or breaches that arise out of this landlord-tenant relationship. For
16 example, the breach of contract cause of action requires, as its threshold element, the existence of a
17 contract between the plaintiff and the defendant—specifically, a written rental agreement for a space
18 at the Palisades Bowl MHP. (*CDF Firefighters v. Maldonado* (2008) 158 Cal.App.4th 1226, 1239;
19 RMC ¶ 852.) Here, the contract allegedly at issue in the breach of contract cause of action (the Rental
20 Agreement) created the tenancy and right of occupancy for the Palisades Bowl Plaintiffs. (See RMC
21 ¶¶ 335 & 336.) Persons who neither owned nor occupied property at the Palisades Bowl MHP are not
22 lessees or otherwise parties to this contractual relationship. (See RMC ¶ 850.)

23 Likewise, duties of care, including the duty to clear and maintain common area trees and
24 landscaping, the duty to avoid a nuisance, and duty to maintain common areas at the mobile home
25 park in good working order and condition (see *Cal. Civ. Code* §798.87) that are alleged to have been
26 breached in the RMC, all arise out of the specific landlord-tenant relationship between the Palisades
27 Bowl Defendants and Palisades Bowl Plaintiffs. These include statutory duties owed by landlords to
28

tenants pursuant to the MRL or similar city ordinances. (See, e.g., RMC ¶¶ 343, 833, 836.) Based on the manner in which the allegations against the Palisades Bowl Defendants are pleaded in the RMC, such duties cannot exist between the Palisades Bowl Defendants and any Non-Resident Plaintiff.

The Palisades Bowl Plaintiffs are a limited subset of Plaintiffs, who alone have claims against the Palisades Bowl Defendants based upon the locations of their property and the fact that they alleged a landlord-tenant relationship. Nevertheless, hundreds of Non-Resident Plaintiffs who pleaded addresses in their Short Forms outside of the Palisades Bowl MHP (listed in **Exhibit A**), are alleging Causes of Action Nos. 51-54 against the Palisades Bowl Defendants. These pleaded addresses are admissions. Under the doctrine of truthful pleading, courts will not ignore allegations of fact that are internally inconsistent with or dispositively undermine other claims in the same pleading. (*Hoffman v. Smithwoods RV Park LLC* (2009) 179 Cal.App.4th 390, 400.) A plaintiff who affirmatively pleads a lost-property address outside the Palisades Bowl MHP cannot simultaneously maintain that she was a “Palisades Bowl Plaintiff,” and without that status Causes of Action Nos. 51–54 are unavailable to them. These Non-Resident Plaintiffs therefore fail to meet the threshold factual requirement for alleging any causes of action against the Palisades Bowl Defendants. The demurrer to the entire RMC against the Non-Resident Plaintiffs identified in **Exhibit A** must be sustained without leave to amend.

B. THE FIFTY-SECOND CAUSE OF ACTION FAILS TO SUFFICIENTLY STATE A CLAIM FOR PUBLIC NUISANCE

All Plaintiffs, including those who survive Section IV.A., above, fail to state a cause of action for public nuisance against the Palisades Bowl Defendants. Plaintiffs have brought their action for public nuisance pursuant to the MRL, specifically California *Civil Code* section 798.87, which states in relevant part:

The substantial failure of the management to provide and maintain ***physical improvements in the common facilities*** in good working order and condition shall be deemed a public nuisance. (*Cal. Civ. Code* §798.87(a) (emphasis added).)

1. Plaintiffs Did Not Properly Serve a Notice of Intent to Commence Action

Prior to bringing an action for public nuisance pursuant to the MRL, plaintiffs are required to

1 serve a notice of intent to commence the action. *Civil Code* section 798.84 states in relevant part:

2 (a) No action based upon the management's alleged failure to maintain
3 the physical improvements in the common facilities in good working
4 order or condition or alleged reduction of service may be commenced
5 by a homeowner unless the management has been given at least 30 days'
6 prior notice of the intention to commence the action.

7 (b) The notice shall be in writing, signed by the homeowner or
8 homeowners making the allegations, and shall notify the management
9 of the basis of the claim, the specific allegations, and the remedies
10 requested. A notice by one homeowner shall be deemed to be sufficient
11 notice of the specific allegation to the management of the park by all of
12 the homeowners in the park.

13 * * *

14 (d) For purposes of this section, management shall be deemed to be
15 notified of an alleged failure to maintain the physical improvements in
16 the common facilities in good working order or condition or of an
17 alleged reduction of services upon substantial compliance by the
18 homeowner or homeowners with the provisions of subdivisions (b) and
19 (c), or when management has been notified of the alleged failure to
20 maintain or the alleged reduction of services by a state or local agency.

21 (*Cal. Civ. Code* §798.84.)

22 Plaintiffs do not attach a copy of any alleged Notice of Intent to the RMC, which states only
23 that “[o]n June 16, 2025, a Palisades Bowl homeowner and resident served the [Palisades Bowl
24 Defendants] with Notice of the homeowners and residents intention to commence legal action. This
25 Notice and its service complied with Civil Code [section] 798.84. The Notice expressly was “on behalf
26 of other current and former homeowners and residents of Pacific Palisades Mobile Home Park, located
27 at 16321 Pacific Coase [sic] Highway, Pacific Palisades, California 90272”, without limitation.”
28 (RMC ¶ 834.)

The allegations in the RMC are insufficient to establish the threshold element of “notice” for
at least three reasons: **First**, the Notice of Intent must be received from one or more homeowners who
intend to commence the action, signed by the homeowner(s) making the allegations. (*Cal. Civ. Code*
§798.84(a), (b).) The RMC only vaguely states that the Notice in this case was served by “a Palisades
Bowl homeowner and resident,” not a Palisades Bowl **Plaintiff**. It is not clear that the unidentified

homeowner who served Notice is actually a party to this litigation, or what allegations were made. **Second**, the Notice must be served at least 30 days prior to commencing action and notify the management of “the basis of the claim, the specific allegations, and the remedies requested.” (*Id.*) The fact that the statute requires both the specific basis for the claim and requested remedy be identified at least 30-days in advance of suit suggests the notice requirement in the MRL aligns with the reasons behind pre-suit notice statutes generally, i.e., to provide the mobile home park reasonable opportunity to remedy the conditions before litigation becomes necessary. (See, e.g., *Cal. Code Civ. Proc.* §364; *Russell v. Stanford University Hospital* (1997) 15 Cal.4th 783, 788 [90-day notice period to initiate malpractice action provides parties an opportunity to resolve claims prior to litigation]; *Cal. Civ. Code* §1782 [requiring 30-day notice before commencing actions under the Consumers Legal Remedies Act to allow opportunity for correction].) Here, Plaintiffs allege they served their Notice on June 16, 2025. In doing so, they (1) identified obsolete deficiencies because the fire had destroyed the entire mobile home park over five-and-a-half months before, and (2) failed to provide the Palisades Bowl Defendants with sufficient notice to actually remedy the alleged problems. **Third**, while Notice may be alternatively served by management receiving notification of an alleged failure to maintain from a state or local agency (see *Cal. Civ. Code* §798.84(d)), here Plaintiffs have failed to allege such service of notification.

Based on the allegations in the RMC and failure to attach the purported Notice of Intent, Plaintiffs have not demonstrated compliance with *Civil Code* section 798.84.

2. **Plaintiffs Do Not Allege a Failure to Maintain a “Facility”**

To prove a nuisance under *Civil Code* section 798.87, a plaintiff must also show that the mobile home park failed to “maintain **physical improvements** in the **common facilities** in good working order and condition.” (*Cal. Civ. Code* §798.87(a) (emphasis added).) Here, Plaintiffs have failed to allege the “failure to maintain” related to a physical improvement in a common facility.

While the MRL does not itself define “physical improvements” or “common facilities,” those terms are generally understood to refer to **structures that are built**, not trees, brush, or other natural features of the land. Merriam-Webster defines the term “facility” as “something (such as a hospital)

1 that is built, installed, or established to serve a particular purpose[.]” (Merriam-Webster’s Collegiate
2 Dict. (10th ed. 2001) p. 415.) In considering how to interpret the term “facility” in the context of real
3 property and zoning regulations, the California Court of Appeal has held that “[a] “facility” has been
4 defined as “ ‘something that promotes the ease of any action, operation, transaction, or course of
5 conduct[;] . . . something that is **built, constructed, installed, or established** to perform some particular
6 function or to serve or facilitate some particular end.’ ” (*City of Lafayette v. East Bay Mun. Utility*
7 *Dist.* (1993) 16 Cal.App.4th 1005, 1014 (emphasis added, citations omitted).)

8 The MRL also supports the conclusion that a “physical improvement in the common facilities”
9 must refer to a structure that is built or installed. *Civil Code* section 798.24 states that in a mobile home
10 park “[e]ach common area facility shall be open or available at all reasonable hours and the hours of
11 the common area facility shall be posted at the facility.” (*Cal. Civ. Code* §798.24.) Under the MRL, a
12 facility refers to a structure built and maintained for use by the tenants, such as a pool, clubhouse, or
13 laundry room: something that can be kept “open or available” for use during business hours. It makes
14 no sense to refer to trees, or landscaping being open and available for use during business hours. Even
15 if the term “facility” could be stretched to include designed parks, lawns, hiking trails, or greenbelts,
16 there is no indication that the “vegetation on the hillside” had been installed or was available for “use”
17 by Palisades Bowl MHP residents as some sort of recreational facility.

18 The only provision in the MRL that pertains to maintenance of trees in common areas of the
19 mobile home park is Section 798.37.5, which states: “With respect to trees in the common areas of a
20 mobile home park, park management shall be solely responsible for the trimming, pruning, or removal
21 of any tree and the costs thereof.” (*Cal. Civ. Code* §798.37.5(b).) Section 798.37.5(b) merely confirms
22 that a mobile home park manager has sole responsibility for common area trees and may not foist that
23 obligation onto a resident. It does not define a tree or bush as a physical improvement or a facility and
24 does not create a new category of public nuisance.

25 In addition to the MRL, the Mobilehome Parks Act (*Cal. Health & Safety Code* §18200 et seq.)
26 and implementing regulations (Title 25, California Code of Regulations, §1000 et seq.) govern the
27 construction and operation of mobile home parks. (See *Griffith v. County of Santa Cruz* (2000) 79
28

1 Cal.App.4th 1318, 1321.) Neither the Mobilehome Parks Act nor Title 25 suggest that a natural feature
2 of the land, such as vegetation, falls within the definition of “facility” or “physical improvement.”
3 Rather, they provide that where **permanent structures** built by the park owner are maintained in a
4 manner that constitutes a violation of law, the park owner or operator who has ownership or control
5 over the building must abate the violation. (25 Cal. Code Reg. § 1610(b).)

6 Plaintiffs allege in Paragraph 833 of the RMC that the Palisades Bowl Defendants maintained
7 a public nuisance by “[1] substantially failing to provide and maintain the Palisades Bowl [MHP] in
8 good working order; [2] failing to maintain appropriate landscape on the hillsides of the Palisades
9 Bowl [MHP] with appropriate irrigation; [3] failing to clear overgrown brush throughout the Palisades
10 Bowl [MHP]; [4] allowing conditions in the Palisades Bowl[MHP] to create an extreme risk of fire
11 damage; [5] failing to create and implement an emergency preparedness plan that included instructions
12 and tools to shutoff the Palisades Bowl [MHP]’s natural gas supply; [6] failing to train staff to turn off
13 natural gas in the Palisades Bowl [MHP] during emergencies; [7] failing to retain a private firefighting
14 company to protect the Palisades Bowl [MHP]; and [8] violating LAMC §§ 57.4906.5.2 and
15 57.4906.5.1.1 requiring the [Palisades Bowl Defendants] to follow all Fire Code regulations to
16 maintain and clear overgrown brush year-round.” (RMC ¶ 833.)

17 None of these alleged acts or omissions relates to a “physical improvement in the common
18 facilities.” Nearly all the claims concern maintenance of landscaping or brush in and around the
19 Palisades Bowl MHP—natural features of the land that are not “facilities” supporting the application
20 of Section 798.87. Plaintiffs also allege that the Palisades Bowl Defendants failed to implement an
21 emergency preparedness plan or properly train staff to turn off the natural gas, and failed to retain a
22 private firefighting company. These alleged shortcomings, even if they did arguably breach some duty
23 of care, clearly do not relate to a “physical improvement,” much less a “facility.” In relying upon *Civil*
24 *Code* section 798.87 as their basis for asserting a statutory public nuisance, Plaintiffs have failed to
25 plead a viable claim.

26 ///

27 ///

1 C. **THE FIFTY-FOURTH CAUSE OF ACTION FAILS TO STATE A CLAIM**
2 **AGAINST THE PALISADES BOWL DEFENDANTS AND FURTHER**
3 **SEPARATELY FAILS TO STATE A CLAIM AGAINST VMA**

4 **All Plaintiffs**, including those who survive Section IV.A., above, fail to state a cause of action
5 for breach of contract against the Palisades Bowl Defendants because Plaintiffs do not plead the terms
6 of the rental agreements by any of the three methods California law permits. Additionally, as to VMA
7 alone, Plaintiffs do not allege that any Plaintiff contracted with VMA, that VMA breached any
8 contract, or that VMA caused any harm.

9 1. **Plaintiffs Fail to Plead the Terms of the Alleged Written Contract**

10 The Non-Resident Plaintiffs, who are by definition not Palisades Bowl Plaintiffs, cannot allege
11 a breach of contract claim for the reasons stated herein. And even among actual Palisades Bowl
12 residents, the RMC admits that only “some” had **written** rental agreements with the Palisades Bowl
13 Owners. (RMC ¶ 852.) Those Palisades Bowl Plaintiffs who did not enter into a written rental
14 agreement cannot state a breach of written contract claim at all, further narrowing the universe of
15 potentially viable plaintiffs. Even setting that aside, the Fifty-Fourth Cause of Action fails as to **all**
16 **Plaintiffs** because the RMC does not plead the material terms of the purported written rental
17 agreements by any of the three methods California law permits. When a cause of action is based on an
18 alleged breach of a written contract, the plaintiff must either: (1) set out the terms verbatim in the body
19 of the complaint; (2) attach a copy of the written instrument and incorporate it by reference; or (3)
20 plead the legal effect of the contract. (*Otworth v. Southern Pac. Transportation Co.* (1985) 166
21 Cal.App.3d 452, 459; *Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 307;
22 *Construction Protective Services, Inc. v. TIG Specialty Ins. Co.* (2002) 29 Cal.4th 189, 198–199.) **The**
23 **RMC satisfies none of these requirements.**

24 **First**, the RMC does not recite the alleged violated terms of any agreement verbatim. Instead,
25 it merely provides a **one-sentence summary** for “key provisions” across “each Palisades Bowl
26 Plaintiffs’ rental agreement;” that is, across multiple separate contracts. (See RMC ¶ 855.) Thus, it is
27 uncertain which specific provisions of any particular agreement were violated. **Second**, the RMC
28

contains no exhibits or attachments whatsoever, and no rental agreement is incorporated by reference.

Third, the RMC does not adequately plead the legal effect of the purported agreements. While a plaintiff has the option to plead the legal effect of a contract rather than its precise language, the complaint must still allege the substance of the contract’s relevant terms, and “requires a careful analysis of the instrument, comprehensiveness in statement, and avoidance of legal conclusions.” (*McKell v. Washington Mutual, Inc.* (2006) 142 Cal.App.4th 1457, 1489.) Here, the RMC vaguely alleges that “[s]ome” unidentified Plaintiffs rented spaces pursuant to unspecified written agreements with the “Palisades Bowl Owners,” without identifying which Plaintiffs executed agreements, with whom, or when. The RMC further alleges that the rental agreements “incorporate as a matter of law” all provisions of the MRL and the Palisades Bowl Rules and Regulations, and then broadly asserts, in conclusory fashion, that any violation of those provisions constitutes a breach of contract. This is impermissible. Plaintiffs do not identify the actual contractual language imposing the duties at issue, and instead attempt to transform generalized statutory obligations (including *Civil Code* section 798.37.5’s tree-maintenance duty) into breach of contract claims. A statutory obligation, standing alone, does not create a contractual one. The failure to identify the actual contractual terms imposing the alleged obligations, or describe their substance, is fatal to this cause of action. (*Cal. Code Civ. Proc.* §430.10(e).)

2. **The Fifty-Fourth Cause of Action Fails in its Entirety Against Defendant VMA**

The Fifty-Fourth Cause of Action independently fails as to VMA³ because the RMC does not allege the required elements of breach of contract against VMA. As with any breach of contract claim, the threshold requirement is a contract between the plaintiff and the defendant. (*CDF Firefighters, supra*, 158 Cal.App.4th at 1239; *Miles v. Deutsche Bank National Trust Co.* (2015) 236 Cal.App.4th 394, 402.) Here, neither a contract nor any element of breach of contract is alleged against VMA.

The breach of contract allegations only involve claims against the “Palisades Bowl Owners,”

³ The RMC refers to Victor Martinez and Associates, Inc. as the “Palisades Bowl Manager.” (RMC ¶ 42.)

1 not VMA. The RMC alleges that (1) some of the Palisades Bowl Plaintiffs rented a space at the
2 Palisades Bowl MHP under a written rental agreement with the Palisades Bowl Owners (RMC ¶ 852);
3 (2) “the Palisades Bowl Owners breached the rental agreements with the Palisades Bowl Plaintiffs”
4 (RMC ¶ 857); and (3) as a result of the breach, “Plaintiffs have been substantially harmed” by the
5 Palisades Bowl Owners. (RMC ¶ 858).

6 The allegations against the Palisades Bowl Owners and VMA throughout the RMC are largely
7 identical, including in the factual sections. (See RMC ¶¶ 334–347, 821–858.) However, when the
8 RMC reaches the Fifty-Fourth Cause of Action, it omits VMA entirely from the breach, causation,
9 and damages allegations. (See RMC ¶¶ 857, 858.) This selective and presumably intentional omission
10 pertains to the actual legal and contractual structure that the RMC describes: the rental agreements are
11 between the Palisades Bowl Owners (as landlords) and the Palisades Bowl Plaintiffs (as tenants).
12 Absent any allegations that VMA assumed the Palisades Bowl Owners’ contractual obligations or
13 contracted directly with any plaintiff, no breach of contract claim can lie against it. (See *Clemens v.*
14 *Am. Warranty Corp.* (1987) 193 Cal.App.3d 444, 452 [“Under California law, only a signatory to a
15 contract may be liable for any breach”]; see *Burnett v. Chimney Sweep* (2004) 123 Cal.App.4th 1057,
16 1071 [property manager entitled to judgment on pleadings as to breach of contract claim because it
17 was not a party to the lease].)

18 A management company that did not execute an agreement and is not alleged to have assumed
19 any obligations under it simply cannot be held liable for breach of those obligations. Thus, plaintiffs
20 have failed to plead a cause of action for breach of contract against VMA.

21 **D. CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 430.41 WAS**
22 **SATISFIED**

23 In compliance with *Code of Civil Procedure* section 430.41, counsel for the Palisades Bowl
24 Defendants have made reasonable efforts to meet and confer with Plaintiffs’ counsel, as set forward
25 in the Declaration of Matthew R. Pahl, filed concurrently herewith. (Pahl Decl. ¶¶ 19-20.)

26 **E. THE DEMURRER SHOULD BE SUSTAINED WITHOUT LEAVE TO AMEND**

27 Leave to amend is properly denied where the defect cannot be cured by amendment. (*Blank v.*
28

1 *Kirwan* (1985) 39 Cal.3d 311, 318.) That standard is met across the board here. As to Non-Resident
2 Plaintiffs, no amendment can change where a Plaintiff's property was located on January 7, 2025. The
3 defect is factually impossible to cure.

4 As to the notice defect relating to Public Nuisance, the Palisades Fire destroyed the entire MHP
5 more than five months before the purported notice was served. There are no remediable conditions to
6 notice. Amendment cannot cure what the fire already rendered moot. As to the failure to allege a
7 “facility,” hillside vegetation, brush, and an emergency preparedness plan are simply not “physical
8 improvements in the common facilities” defined under the MRL. This is a defect of substantive law,
9 not of pleading, and cannot be cured by recharacterization.

10 Finally, as to Breach of Contract, Plaintiffs were specifically advised of their failure to plead
11 the contract’s terms during the parties’ meet and confer and declined to cure the deficiency, indicating
12 an inability to do so. Regarding the allegations against VMA, the RMC’s own pleaded framework
13 identifies the Palisades Bowl Owners, not VMA, as the contracting parties. No artful amendment can
14 conjure a contract with VMA that the RMC itself does not allege. (*Clemens, supra*, 193 Cal.App.3d
15 at 452; *Burnett, supra*, 123 Cal.App.4th at 1071.)

16 Thus, the Demurrer should be sustained without leave to amend.

17 **V. CONCLUSION**

18 For the foregoing reasons, the Palisades Bowl Defendants respectfully request that this Court
19 sustain the Demurrer to the claims of all Non-Resident Plaintiffs identified in **Exhibit A**, submitted
20 concurrently herewith, on the grounds that they cannot demonstrate the threshold fact of having owned
21 or occupied a mobile home in the Palisades Bowl MHP. The Palisades Bowl Defendants further
22 request that the Demurrer to the Fifty-Second and Fifty-Fourth Causes of Action be sustained on the
23 grounds that Plaintiffs generally fail to state a cause of action for either Public Nuisance or Breach of
24 Contract. Finally, VMA requests that the Demurrer to the Fifty-Fourth Cause of Action be sustained
25 on the grounds that Plaintiffs, specifically, fail to state a cause of action against it for Breach of
26 Contract.

1 DATED: May 29, 2026

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG

2 /S/ Matthew R. Pahl

3 By: _____

4 TERI LAZORISAK
5 MATTHEW R. PAHL
6 Attorneys for Defendants, PACIFIC
7 PALISADES BOWL MOBILE ESTATES,
8 LLC; PACIFIC PALISADES BOWL MOBILE
9 ESTATES DEL, LLC; and BIGGS REALTY,
10 INC.

11 DATED: May 29, 2026

HAWKINS, PARNELL & YOUNG, LLP

12 /S/ Tara D. Shah

13 By: _____

14 ELAINE K. FRESCH
15 TARA D. SHAH
16 Attorneys for Defendant, VICTOR MARTINEZ
17 AND ASSOCIATES, INC.

PROOF OF SERVICE

C.C.P. §1013(a), C.R.C. 2003(3), 2005(i)

Re: Dan Grigsby, et al. v. City of Los Angeles; LACSC Case No. 25STCV00832

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 535 Anton Boulevard, Tenth Floor, Costa Mesa, California 92626-1977.

On **MAY 29, 2026**, I served the foregoing document described as **PALISADES BOWL DEFENDANTS' JOINT NOTICE OF DEMURRER AND DEMURRER TO REVISED MASTER COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; SUPPORTING DECLARATION OF MATTHEW R. PAHL** on the interested parties in this action as follows:

☒	BY CASE ANYWHERE: Pursuant to Court Order Authorizing Electronic Service, I provided an electronic version of the foregoing document(s) via file transfer protocol to CASE ANYWHERE for service on the interested parties registered for e-filing in this action. CASE ANYWHERE is the on-line e-service provider designated in this case.
☐	BY REGULAR MAIL: I deposited such envelope in the mail at 535 Anton Boulevard, Costa Mesa, California 92626. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.
☐	BY ELECTRONIC MAIL: Pursuant to Rule 2.251 of the California Rules of Court and based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from lvelazquez@cookseylaw.com to the person(s) at the email address(es) listed on the attached service list. The transmission was complete and without error and I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **MAY 29, 2026**, at Costa Mesa, California.

/S/ Lupe Velazquez

Lupe Velazquez, Declarant