

**ROBERTSON & ASSOCIATES, LLP**

Alexander Robertson, IV  
(STATE Bar No. 127042)  
[arobertson@arobertsonlaw.com](mailto:arobertson@arobertsonlaw.com)  
32121 Lindero Canyon Road, Suite 200  
Westlake Village, California 91361  
Tel.: (818) 851-3850

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
7/31/2026 3:41 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Davis, Deputy Clerk

**FOLEY BEZEK BEHLE & CURTIS, LLP**

Roger N. Behle, Jr. (STATE Bar No. 174755)  
[rbehle@foleybezek.com](mailto:rbehle@foleybezek.com)  
Robert A. Curtis (STATE Bar No. 203870)  
[rcurtis@foleybezek.com](mailto:rcurtis@foleybezek.com)  
Kevin D. Gamarnik (STATE Bar No. 273445)  
[kgamarnik@foleybezek.com](mailto:kgamarnik@foleybezek.com)  
15 West Carrillo Street  
Santa Barbara, California 93101  
Tel.: (805) 962-9495

**BOYLE LAW PC**

Kevin R. Boyle (STATE Bar No. 192718)  
[kevin@boylelaw.com](mailto:kevin@boylelaw.com)  
Matthew Stumpf (STATE Bar No. 301867)  
[matthew@boylelaw.com](mailto:matthew@boylelaw.com)  
24025 Park Sorrento, Suite 100-1  
Calabasas, California 91302  
Tel.: (310) 310-3995

**MCNULTY LAW FIRM**

Peter McNulty (STATE Bar No. 89660)  
[peter@mcnultylaw.com](mailto:peter@mcnultylaw.com)  
Brett Rosenthal, Esq. (STATE Bar No. 230154)  
[brett@mcnultylaw.com](mailto:brett@mcnultylaw.com)  
827 Moraga Drive  
Los Angeles, California 90049  
Tel.: (310) 471-2707

***Liaison Counsel for Individual Plaintiffs***

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

**OPPOSITION TO COMMUNICATIONS  
DEFENDANTS' DEMURRER TO  
INDIVIDUAL PLAINTIFFS' REVISED  
MASTER COMPLAINT**

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

TABLE OF CONTENTS

|      |                                                                                                                                    |    |
|------|------------------------------------------------------------------------------------------------------------------------------------|----|
| I.   | INTRODUCTION .....                                                                                                                 | 6  |
| II.  | RELEVANT FACTUAL AND PROCEDURAL BACKGROUND .....                                                                                   | 7  |
| III. | DISCUSSION.....                                                                                                                    | 9  |
| A.   | Demurrer standard .....                                                                                                            | 9  |
| B.   | The Communications Defendants’ broad pleadings-based arguments fail .....                                                          | 10 |
| 1.   | The MC sufficiently alleges that the Communications Defendants’ equipment overloaded utility poles .....                           | 10 |
| 2.   | The MC sufficiently alleges that the Communications Defendants’ conduct was a substantial factor in Plaintiffs’ harm .....         | 12 |
| 3.   | Because the Communications Defendants committed the same wrongful acts and omissions, they may be grouped together for claims..... | 13 |
| C.   | The Communications Defendants’ claim-specific arguments fail .....                                                                 | 14 |
| 1.   | Inverse condemnation is sufficiently alleged.....                                                                                  | 14 |
| i.   | <i>Inverse condemnation applies to the Communications Defendants</i> .....                                                         | 14 |
| ii.  | <i>The inherent risk and substantial causation elements are satisfied</i> .....                                                    | 16 |
| 2.   | The tort claims are well-pleaded .....                                                                                             | 18 |
| i.   | <i>The Communications Defendants owed a duty of care to those harmed by their infrastructure</i> .....                             | 18 |
| ii.  | <i>Duty is not an element of the trespass and private nuisance causes of action</i> .....                                          | 20 |
| IV.  | CONCLUSION .....                                                                                                                   | 20 |

## TABLE OF AUTHORITIES

### State Cases

|                                                                                     |        |
|-------------------------------------------------------------------------------------|--------|
| <i>Adelman v. Associated Int'l Ins. Co.</i><br>(2001) 90 Cal.App.4th 352 .....      | 9      |
| <i>Amarel v. Connell</i><br>(1988) 202 Cal.App.3d 137.....                          | 9      |
| <i>Angie M. v. Superior Court</i><br>(1995) 37 Cal.App.4th 1217 .....               | 9      |
| <i>Arce v. Childrens Hospital Los Angeles</i><br>(2012) 211 Cal.App.4th 1455 .....  | 13, 14 |
| <i>Barham v. Southern Cal. Edison Co.</i><br>(1999) 74 Cal.App.4th 744 .....        | 14, 15 |
| <i>Belair v. Riverside County Flood Control Dist.</i><br>(1988) 47 Cal.3d 550 ..... | 18     |
| <i>Breidert v. Southern Pac. Co.</i><br>(1964) 61 Cal.2d 659 .....                  | 16     |
| <i>Brown v. USA Taekwondo</i><br>(2021) 11 Cal.5th 204 .....                        | 19     |
| <i>C.A. v. William S. Hart Union High Sch. Dist.</i><br>(2012) 53 Cal.4th 861 ..... | 9      |
| <i>City of Oroville v. Superior Court</i><br>(2019) 7 Cal.5th 1091 .....            | 16, 18 |
| <i>Doe v. City of Los Angeles</i><br>(2007) 42 Cal.4th 531 .....                    | 11     |
| <i>Falahati v. Kondo</i><br>(2005) 127 Cal.App.4th 823 .....                        | 13     |

|    |                                                                         |        |
|----|-------------------------------------------------------------------------|--------|
| 1  | <i>Gomes v. Countrywide Home Loans, Inc.</i>                            |        |
| 2  | (2011) 192 Cal.App.4th 1149 .....                                       | 11     |
| 3  | <i>Hoag v. Superior Court of Los Angeles County</i>                     |        |
| 4  | (1962) 207 Cal.App.2d 611.....                                          | 13     |
| 5  | <i>Ion Equip. Corp. v. Nelson</i>                                       |        |
| 6  | (1980) 110 Cal.App.3d 868.....                                          | 15     |
| 7  | <i>Lynch v. Peter &amp; Associates etc.</i>                             |        |
| 8  | (2024) 104 Cal.App.5th 1181 .....                                       | 20     |
| 9  | <i>McBride v. Smith</i>                                                 |        |
| 10 | (2018) 18 Cal.App.5th 1160 .....                                        | 20     |
| 11 | <i>Mitchell v. Gonzales</i>                                             |        |
| 12 | (1991) 54 Cal.3d 1041 .....                                             | 12, 13 |
| 13 | <i>Pacific Bell Telephone Co. v. Southern California Edison Co.</i>     |        |
| 14 | (2012) 208 Cal.App.4th 1400 .....                                       | 15, 16 |
| 15 | <i>Pacific Bell v. City of San Diego</i>                                |        |
| 16 | (2000) 81 Cal.App.4th 596 .....                                         | 14     |
| 17 | <i>Pettis v. General Telephone Co. of Cal.</i>                          |        |
| 18 | (1967) 66 Cal.2d 503 .....                                              | 15     |
| 19 | <i>Rutherford v. Owens-Illinois, Inc.</i>                               |        |
| 20 | (1997) 16 Cal.4th 953 .....                                             | 13     |
| 21 | <i>Simple Avo Paradise Ranch, LLC v. Southern California Edison Co.</i> |        |
| 22 | (2024) 102 Cal.App.5th 281 .....                                        | 14, 16 |
| 23 | <i>Spinks v. Equity Residential Briarwood Apartments</i>                |        |
| 24 | (2009) 171 Cal.App.4th 1004 .....                                       | 20     |
| 25 | <i>Stevens v. Superior Court</i>                                        |        |
| 26 | (1999) 75 Cal.App.4th 594 .....                                         | 9      |
| 27 |                                                                         |        |
| 28 |                                                                         |        |

|    |                                                      |               |
|----|------------------------------------------------------|---------------|
| 1  | <i>Thomas v. Regents of University of California</i> |               |
| 2  | (2023) 97 Cal.App.5th 587 .....                      | 11, 12        |
| 3  | <i>Tilton v. Reclamation Dist. No. 800</i>           |               |
| 4  | (2006) 142 Cal.App.4th 848 .....                     | 17            |
| 5  | <i>Viner v. Sweet</i>                                |               |
| 6  | (2003) 30 Cal. 4th 1232 .....                        | 12, 13        |
| 7  | <b>Statutes &amp; Codes</b>                          |               |
| 8  |                                                      |               |
| 9  | Civ. Code, § 1714 .....                              | 7             |
| 10 | Civ. Code, § 1714(a) .....                           | 18, 19        |
| 11 |                                                      |               |
| 12 | Code Civ. Proc., § 379 .....                         | 13            |
| 13 | Code Civ. Proc., § 425.10(a) .....                   | 10, 12        |
| 14 | Code Civ. Proc., § 452 .....                         | 9             |
| 15 |                                                      |               |
| 16 | Health & Saf. Code, § 13007 .....                    | 9, 18, 19, 20 |
| 17 | Pub. Util. Code, § 216(a)(1) .....                   | 15            |
| 18 |                                                      |               |
| 19 | Pub. Util. Code, § 610 .....                         | 15            |
| 20 | Pub. Util. Code, § 616 .....                         | 15            |
| 21 | Pub. Util. Code, § 625 .....                         | 15            |
| 22 |                                                      |               |
| 23 | Pub. Util. Code, § 701 .....                         | 15            |

24  
25  
26  
27  
28

**I. INTRODUCTION**

Defendants Spectrum Pacific West, LLC, Frontier Communications, Pacific Bell Telephone Company, and AT&T Mobility LLC (collectively, the “Communications Defendants”) demur to all causes of action brought against them by Individual Plaintiffs—victims of the devastating Palisades Fire. The Demurrer is not supported by the law or the well-pleaded facts of the Individual Plaintiffs’ Revised Master Complaint (“MC”), which must be accepted as true on a demurrer.

The Communications Defendants first assert that the MC does not allege facts to support that they overloaded utility poles they jointly owned, managed and/or operated with the Los Angeles Department of Water and Power (“LADWP”), which, in turn, caused the poles to break, create spot fires, and exacerbate the already ongoing Palisades Fire. However, the Communications Defendants ignore the clear facts alleged in the MC that allege, in abundant detail, how the overloading of these poles led to the spot fires. These well-pleaded facts put the Communications Defendants on notice of the claims against them.

The second challenge goes to causation and, similarly, the Communications Defendants mischaracterize how the facts in the MC are alleged. Nowhere is it alleged that the Communications Defendants’ deliberate decision to overload the utility poles is the sole cause of the Individual Plaintiffs’ harm. Instead, the MC alleges, and the law permits Plaintiffs to allege, that the overloaded poles breaking was a substantial factor in bringing about the harm.

The Communications Defendants’ third argument is that they should not be grouped together. However, it is common to group defendants together under one designation when they have engaged in the same or similar conduct, participated in the same scheme, or are jointly responsible for the same act or omission. There is no prohibition on this practice.

The fourth challenge goes to the inverse condemnation claim. Here, the Communications Defendants fail to acknowledge that privately-owned utilities may be liable for inverse condemnation. Further, they jointly own, manage and/or operate the relevant public infrastructure with the LADWP—i.e., the utility poles. Thus, an inverse condemnation claim may be brought against them based on their joint ownership, operation, and management of this public infrastructure. And the harm complained of

1 in the MC is caused by the Communications Defendants' deliberate design decisions as to where and  
2 how to attach their equipment to these utility poles.

3 The fifth and final basis for the Demurrer is the misguided argument that all claims against the  
4 Communications Defendants require a duty of care and, according to them, no such duty exists.  
5 Communications Defendants ignore the broad duty imposed on them under Civil Code section 1714.  
6 There was a clear duty of ordinary care in managing and operating the utility poles and equipment  
7 attached to the poles. Moreover, duty is not an element of the trespass and private nuisance. Thus, as to  
8 at least these two claims, the Communications Defendants' challenge fails outright.

9 For these reasons, and for the reasons articulated below, the Individual Plaintiffs respectfully  
10 request the Court overrule the Demurrer.

## 11 II. RELEVANT FACTUAL AND PROCEDURAL BACKGROUND

12 This case arises from the deadly Palisades Fire, which reportedly began on January 7, 2025, in  
13 the Pacific Palisades neighborhood in Los Angeles, California. (MC at ¶ 1.) The Palisades Fire was the  
14 worst urban conflagration in the history of Los Angeles, having destroyed 6,837 homes and businesses,  
15 damaged another 973 structures, killed at least thirteen people, and caused injuries civilians and  
16 firefighters. (*Ibid.*) According to a recent study, 5,058 single family homes, 135 multi-family  
17 residences, 361 mobile homes, 101 commercial buildings, fifty-one school structures and six church  
18 structures were destroyed in the Palisades Fire. (*Ibid.*)

19 The Individual Plaintiffs are made up of individuals and other legal entities who were, at all  
20 relevant times, homeowners, renters, business owners, and other individuals and entities who suffered  
21 and/or continue to suffer personal injuries (including but not limited to physical injuries from smoke  
22 and other toxic substance inhalation and exposure, as well as burn and heat injuries, and other physical  
23 injuries suffered during evacuation, and emotional distress), property losses, and/or other damages from  
24 the Palisades Fire and are estimated to number in excess of 10,000 individuals and/or other legal  
25 entities. (*Id.* at ¶ 9.) Certain Individual Plaintiffs are the wrongful death heirs and estates of decedents,  
26 brought by and through those who are a successor in interest and/or administrator of an estate. (*Id.* at ¶  
27 10.)

1 Due to the enormous scope and destruction of the Palisades Fire, there are many defendants  
2 who bear at least some responsibility for the damage caused by the fire. This includes the  
3 Communications Defendants, who bear responsibility for damages resulting from equipment that was  
4 attached to the utility poles. (*Id.* at ¶¶ 317–323.)

5 The LADWP is a member of the Southern California Joint Pole Committee, which consists of  
6 utilities, communications companies, and municipalities in Southern California who hold joint equity  
7 interests in utility poles. (*Id.* at ¶ 317.) The LADWP has approximately 60 contracts with private  
8 companies, including cable and telecom companies, to allow them to attach their communications cable  
9 and equipment to LADWP utility poles. (*Id.* at ¶ 319.) LADWP requires all communication service  
10 providers to execute LADWP’s Communications Service Provider Pole Attachment Agreement prior  
11 to attaching to or using any pole owned by LADWP. (*Ibid.*) Through these agreements, the LADWP  
12 shares the cost of poles with other entities and jointly owns the poles. (*Ibid.*)

13 The Communications Defendants entered into Communications Service Provider Pole  
14 Attachment Agreement and/or Pole Attachment License Agreements with the LADWP. (*Id.* at ¶ 320.)  
15 Pursuant to these agreements, the Communications Defendants attached their communications  
16 equipment to the LADWP’s utility poles in the Pacific Palisades and elsewhere. (*Ibid.*) The agreements  
17 require every licensee to indemnify the LADWP from “any and all claims, demands, causes of action,  
18 damages, costs, or liabilities, in law or equity, of every kind and nature whatsoever, indirectly or directly  
19 resulting from or caused by . . . the installation, maintenance, operation, ownership, use or removal of  
20 Equipment on or from LADWP Poles.” (*Id.* at ¶ 321.) The agreements also require every licensee to  
21 pay and satisfy any judgment or decree which may be rendered against the LADWP in any and all suits,  
22 action or other legal proceedings which may be brought or instituted by third persons against LADWP  
23 arising from the installation, maintenance, operation, ownership, use or removal of equipment on or  
24 from LADWP’s utility poles. (*Id.* at ¶ 322.)

25 The Individual Plaintiffs are informed and believe that the Communications Defendants  
26 attached their communications equipment to the LADWP’s wood utility poles in Pacific Palisades in a  
27 way that overloaded the poles and violated relevant safety standards. (*Id.* at ¶ 323.) This resulted in  
28 hundreds of LADWP’s wood utility poles breaking or failing at the points where this equipment was



1 attached, which, in turn, caused the LADWP's energized power lines to fall onto structures and  
2 flammable vegetation. (*Ibid.*) The contact with the energized power lines and structures or flammable  
3 vegetation created spot fires that merged with the main Palisades Fire and exacerbated the rapid spread  
4 of the fire. (*Ibid.*)

5 The Individual Plaintiffs bring seven causes of action against the Communications Defendants:  
6 the Nineteenth Cause of Action for Inverse Condemnation (Overloaded Poles); the Twentieth Cause of  
7 Action for Negligence (Overloaded Poles); the Twenty-First Cause of Action for Trespass; the Twenty-  
8 Second Cause of Action for Private Nuisance; the Twenty-Third Cause of Action for Public Nuisance;  
9 the Twenty-Fourth Cause of Action to Premises Liability; and the Twenty-Fifth Cause of Action for  
10 Violation of Health & Safety Code § 13007. The Communications Defendants demur to each of these  
11 causes of action.

### 12 III. DISCUSSION

#### 13 A. Demurrer standard

14 "In the construction of a pleading, for the purpose of determining its effect, its allegations must  
15 be liberally construed, with a view to substantial justice between the parties." (Code Civ. Proc., § 452.)  
16 "To survive a demurrer, the complaint need only allege facts sufficient to state a cause of action; each  
17 evidentiary fact that might eventually form part of the plaintiff's proof need not be alleged." (*C.A. v.*  
18 *William S. Hart Union High Sch. Dist.* (2012) 53 Cal.4th 861, 872.) While a court is not required to  
19 admit contentions, deductions, or legal conclusions in a complaint when considering a demurrer, a court  
20 must admit all material facts properly pleaded as true. (*Adelman v. Associated Int'l Ins. Co.* (2001) 90  
21 Cal.App.4th 352, 359; Code Civ. Proc., § 452 ["In the construction of a pleading . . . its allegations  
22 must be liberally construed, with a view to substantial justice between the parties."].) A court must  
23 "treat as true all of the complaint's material factual allegations, including facts that may be implied or  
24 inferred from those expressly alleged." (*Amarel v. Connell* (1988) 202 Cal.App.3d 137, 140–141.)

25 Even if the demurrer were to be sustained, leave to amend should be granted. Indeed, it is an  
26 abuse of discretion for the court to deny leave to amend where there is any reasonable possibility that  
27 the plaintiff can state a good cause of action. (*Stevens v. Superior Court* (1999) 75 Cal.App.4th 594,  
28 601; *Angie M. v. Superior Court* (1995) 37 Cal.App.4th 1217, 1227 ["Denial of leave to amend

1 constitutes an abuse of discretion unless the complaint shows on its face it is incapable of amendment.  
2 [Citation]. Liberality in permitting amendment is the rule, if a fair opportunity to correct any defect has  
3 not been given.”.)

4 **B. The Communications Defendants’ broad pleadings-based arguments fail**

5 1. The MC sufficiently alleges that the Communications Defendants’ equipment  
6 overloaded utility poles

7 The MC alleges: (1) Communications Defendants attached equipment to utility poles pursuant  
8 to formal agreements with the LADWP; (2) that attachment equipment overloaded the poles in violation  
9 of safety standards; (3) the overloading caused hundreds of poles to snap or fail at the attachment points;  
10 (4) the failed poles caused energized lines to fall; (5) the energized lines that fell ignited spot fires; (6)  
11 the spot fires merged with and exacerbated the main Palisades fire; and (7) the Individual Plaintiffs  
12 suffered damages. (MC at ¶¶ 317–323.) The MC also provides a sample of six different photographs  
13 showing power poles that failed, in whole or in part, as a result of the Communications Defendants’  
14 overloaded equipment, exactly as Plaintiffs allege. (MC ¶ 324.)

15 In their Demurrer, the Communications Defendants contend that the Individual Plaintiffs must  
16 plead specific facts, including, *inter alia*, when specifically each pole failed, where each pole was  
17 located, what analysis was done to determine how each pole failed, when specifically each spot fire  
18 occurred, or where each spot fire was specifically located. However, this is a pleadings challenge – not  
19 a motion for summary judgment – and California’s liberal pleading standards do not require the  
20 Individual Plaintiffs to plead every single fact relevant to their case in full detail. The information the  
21 Communications Defendants want is information that will be developed in discovery. Further, this  
22 information is in the possession of the Communications Defendants themselves, who indisputably have  
23 superior knowledge about their equipment that was on the LADWP utility poles. As such, the Demurrer  
24 fails on this issue.

25 Under California law, a complaint need only contain “[a] statement of the facts constituting the  
26 cause of action, in ordinary and concise language” and “[a] demand for judgment for the relief to which  
27 the pleader claims to be entitled.” (Code Civ. Proc., § 425.10(a).) A complaint is therefore sufficient if  
28 it “alleges ultimate rather than evidentiary facts.” (*Thomas v. Regents of University of California* (2023)

1 97 Cal.App.5th 587, 610.) Meaning, “a plaintiff is required only to set forth the essential facts with  
2 particularity sufficient to acquaint a defendant with the nature, source and extent of [the plaintiff’s]  
3 cause of action.” (*Id.* at p. 611, internal quotation marks omitted.) “Under this doctrine of less  
4 particularity, less specificity is required in pleading matters of which the defendant has superior  
5 knowledge.” (*Ibid.*, internal quotation marks omitted.) “A plaintiff need not particularize matters  
6 presumptively within the knowledge of the demurring defendant.” (*Ibid.*, internal quotation marks  
7 omitted.)

8 Here, the MC sufficiently alleges the ultimate facts for the Communications Defendants’  
9 liability. (MC at ¶¶ 317–323.) The MC alleges the complete causal chain between Communications  
10 Defendants’ equipment and the utility poles, the spot fires, and the exacerbation of the spread of the  
11 Palisades Fire, which—at the very least—substantially contributed to the Individual Plaintiffs’ injuries.  
12 (*Ibid.*) The MC also identifies the contractual framework by which the Communications Defendants’  
13 equipment came to be involved in the Palisades Fire, as well as the kinds of duties imposed on them.  
14 (See *id.* at ¶¶ 317–322.) These well-pleaded facts sufficiently put the Communications Defendants on  
15 notice of the claims against them. (See *Thomas*, 97 Cal.App.5th at pp. 610–611.) The Individual  
16 Plaintiffs are not required to describe the facts relevant to their claims at a granular level, as the  
17 Communications Defendants contend. (See *ibid.*)

18 The Communications Defendants take issue with allegations based on information and belief.  
19 However, the Individual Plaintiffs are permitted to plead on information and belief when the allegations  
20 are based on matters not within their personal knowledge. (See *Doe v. City of Los Angeles* (2007) 42  
21 Cal.4th 531, 550.) The case of *Gomes v. Countrywide Home Loans, Inc.* (2011) 192 Cal.App.4th 1149,  
22 which the Communications Defendants rely on for this issue, actually supports Plaintiffs’ allegations.  
23 *Gomes* reiterated the rule that a plaintiff “may allege on information and belief any matters that are not  
24 within his personal knowledge, *if he has information leading him to believe that the allegations are*  
25 *true.*” (*Gomes*, 192 Cal.App.4th at p. 1158, internal quotation marks omitted.)

26 Here, the Individual Plaintiffs’ allegations are based on the content of the LADWP’s  
27 Communications Service Providers Pole Attachment Agreement, the LADWP’s website, the  
28 Communications Defendants entering into agreements with the LADWP to attach their equipment to

1 the LADWP's utility poles, and observed pole failures at attachment points. (MC at ¶¶ 317–323.)  
2 Photographs in the complaint depict LADWP pole no. 126531M on Sunset Boulevard laden with  
3 Communications Defendants' equipment before the fire and the failure of that pole during the fire. (MC  
4 ¶¶ 231, 323.)

5           2.   The MC sufficiently alleges that the Communications Defendants' conduct was a  
6               substantial factor in Plaintiffs' harm

7           The Communications Defendants' next challenge goes to causation. They claim the MC  
8 “plead[s] no facts” showing causation. (Demurrer at 18:19–21.) However, this sweeping statement  
9 ignores the allegations in the MC establishing that (1) Communications Defendants attached their  
10 equipment to utility poles; (2) in doing so, the Communications Defendants overloaded the poles with  
11 their equipment; (3) due to this overloading, the poles broke or failed at the points where the  
12 Communications Defendants attached their equipment; (4) the broken poles brought down energized  
13 power lines on structures and vegetation; (5) this contact caused spot fires to break out; (6) the spot fires  
14 merged with the main Palisades Fire and exacerbated the spread of the fire to the harm of the Individual  
15 Plaintiffs. (MC at ¶ 323.) This is a direct sequential chain of physical causation with each link following  
16 necessarily from the last. To require the Individual Plaintiffs to plead anything more than these facts  
17 would contravene California's liberal pleading requirements. (See Code Civ. Proc., § 425.10(a);  
18 *Thomas*, 97 Cal.App.5th at pp. 610–611.)

19           The Communications Defendants forget that this case involves concurrent independent causes  
20 (except for footnote 4 of the Demurrer, where they state in a conclusory manner that this type of  
21 causation does not apply). The concurrent cause doctrine is an exception to the traditional “but for” test  
22 of factual causation in tort claims. (*Mitchell v. Gonzales* (1991) 54 Cal.3d 1041, 1049; *Viner v. Sweet*  
23 (2003) 30 Cal. 4th 1232, 1239–1240.) Under this doctrine, when multiple independent forces operate  
24 at the same time, and each individual force would have been sufficient on its own to bring about the  
25 plaintiff's harm, a defendant cannot escape liability by arguing that the identical harm would have  
26 occurred without their specific misconduct. (*Ibid.*)

27           Here, the spot fires burning areas the main fire had not yet reached is precisely what makes  
28 Communications Defendants' conduct an independent contributing cause as to the Individual Plaintiffs'

1 damages. (See Complaint at ¶ 323.) Moreover, Communications Defendants’ framing of causation is  
2 too narrow. The concurrent cause doctrine does not require that each cause be independently sufficient  
3 to destroy every plaintiff’s property in isolation. Instead, it requires that each cause be a substantial  
4 factor in bringing about the harm as it actually occurred. (*Mitchell*, 54 Cal.3d at p. 1049; *Viner*, 30 Cal.  
5 4th at pp. 1239–1240.) The allegation that the spot fires merged with the main fire and exacerbated the  
6 main fire is sufficient to plead that the spot fires caused by Communications Defendants’ equipment  
7 was a substantial factor in the harm. (See *Rutherford v. Owens-Illinois, Inc.* (1997) 16 Cal.4th 953, 978  
8 [“The substantial factor standard is a relatively broad one, requiring only that the contribution of the  
9 individual cause be more than negligible or theoretical.”].)

10 3. Because the Communications Defendants committed the same wrongful acts and  
11 omissions, they may be grouped together for claims

12 There is nothing under California’s pleading standards that forbid grouping defendants together  
13 under a common designation when the conduct alleged is shared, joint, or substantially similar. In fact,  
14 a complaint may group and join defendants together in a single action when there are common factual  
15 allegations and a common right to relief asserted against them. (Code Civ. Proc., § 379.) And California  
16 pleading standards permit a complaint to group defendants together as long as there is “*some sort of*  
17 *factual nexus* connecting or associating the claim pleaded against the several defendants.” (*Hoag v.*  
18 *Superior Court of Los Angeles County* (1962) 207 Cal.App.2d 611, 618, internal quotation marks  
19 omitted.) Where multiple defendants engaged in the same conduct, participated in the same scheme, or  
20 are jointly responsible for the same act or omission, it makes logical sense to allege that conduct  
21 collectively. This is a practical recognition that requiring individualized allegations for every defendant  
22 in every paragraph would impose an artificial granularity that the ultimate facts standard does not  
23 demand.

24 The Communications Defendants’ cited authority offers no help to their argument. In *Falahati*  
25 *v. Kondo* (2005) 127 Cal.App.4th 823, the issue was that a defendant was identified in the caption but  
26 was “nowhere mentioned in the body of the complaint.” (*Falahati*, 127 Cal.App.4th at p. 829.) This is  
27 not the case here. Additionally, the Communications Defendants cite *Arce v. Childrens Hospital Los*  
28 *Angeles* (2012) 211 Cal.App.4th 1455 for the proposition that the plaintiff in that case improperly

1 grouped defendants together. (Demurrer at p. 20:19–20.) However, the language cited by the  
2 Communications Defendants was only from the trial court’s findings in that case and such findings  
3 were not adopted by the Court of Appeal, which *reversed* the trial court’s order sustaining the  
4 demurrers. (*Arce*, 211 Cal.App.4th at pp. 1467, 1480.)

5 **C. The Communications Defendants’ claim-specific arguments fail**

6 1. Inverse condemnation is sufficiently alleged

7 The Communications Defendants bring two challenges to the Individual Plaintiffs’ Nineteenth  
8 Cause of Action for Inverse Condemnation. First, the Communications Defendants claim that because  
9 they are privately-owned companies, inverse condemnation should not apply to them. Second, they  
10 claim that the alleged harm was not caused by the risks inherent in the deliberate design of the  
11 attachment of their equipment to the LADWP utility poles. For reasons explained below, these two  
12 arguments fail.

13 *i. Inverse condemnation applies to the Communications Defendants*

14 The Communications Defendants are correct that the MC identifies them as non-public entities.<sup>1</sup>  
15 (MC at ¶¶ 27–30.) But that is not dispositive on whether inverse condemnation applies to them. “An  
16 inverse condemnation action, in contrast to a condemnation action initiated by the condemning public  
17 agency, is an eminent domain action initiated by one whose property was taken or damaged for public  
18 use.” (*Pacific Bell v. City of San Diego* (2000) 81 Cal.App.4th 596, 601.) Numerous courts have held  
19 that inverse condemnation is not limited to public entities and may also apply to private entities. (See  
20 *Simple Avo Paradise Ranch, LLC v. Southern California Edison Co.* (2024) 102 Cal.App.5th 281, 300  
21 [“courts have not categorically limited inverse condemnation claims” to only public entities]; *Barham*  
22 *v. Southern Cal. Edison Co.* (1999) 74 Cal.App.4th 744, 753 [finding “no rational basis” for  
23 distinguishing publicly owned entities from privately owned entities for inverse condemnation  
24 liability].) As explained by the Court of Appeal in 2012:

25  
26  
27 <sup>1</sup> Utilities such as Southern California Edison Company (“SCE”) are also designated as “non-public  
28 entities. (MC at ¶¶ 25, 26, 31–32.) But there is no reasonable dispute that inverse condemnation applies  
to these utilities. (See *Simple Avo*, 102 Cal.App.5th at pp. 300–304.)

1 For an owner whose property is damaged by the operation of a utility, he or she suffers  
2 a disproportionate share of the cost of the public improvement regardless of whether the  
3 utility is governmentally or privately owned. We do not believe the happenstance of  
4 which type of utility operates in an area should foreclose a property owner's right to just  
compensation under inverse condemnation for the damage, interest and attorney fees and  
should limit the property owner to traditional tort remedies.

5 (*Pacific Bell Telephone Co. v. Southern California Edison Co.* (2012) 208 Cal.App.4th 1400, 1408.)

6 In any case, Communications Defendants are considered "public utilities" under the law and,  
7 therefore, inverse condemnation applies to them. Communications Defendants provide utility services  
8 to members of the public, including telephone services. (MC ¶¶ 27–30.) Under California law, "[p]ublic  
9 utility includes every . . . telephone corporation . . . where the service is performed for, or the commodity  
10 is delivered to, the public or any portion thereof." (Pub. Util. Code, § 216(a)(1).) By providing telephone  
11 services to members of the public, Communications Defendants are subject to the jurisdiction of the  
12 California Public utilities Commission. (*Ibid.*; Pub. Util. Code, § 701.) Critically, public utilities have  
13 eminent domain power under the law. (See Pub. Util. Code, §§ 610, 616.) Public utilities, even when  
14 privately owned, are subject to inverse condemnation liability. (See *Barham*, 74 Cal.App.4th at pp.  
15 753–755.) In fact, the California Supreme Court has recognized that a telephone company may be liable  
16 in inverse condemnation. (*Pettis v. General Telephone Co. of Cal.* (1967) 66 Cal.2d 503, 507.)  
17 Therefore, an inverse condemnation claim may be brought against the Communications Defendants.

18 The Communications Defendants claim that they operate in a competitive market and, therefore,  
19 that this fact weighs against the application of inverse condemnation. First, this asserted fact is outside  
20 the pleadings and, therefore, should not be considered in connection with a demurrer. (See *Ion Equip.*  
21 *Corp. v. Nelson* (1980) 110 Cal.App.3d 868, 881 ["The purpose of a general demurrer is to determine  
22 the sufficiency of the complaint and the court should only rule on matters disclosed in that pleading."].)  
23 Second, the Public Utilities Code contemplates that public utilities may compete with each other and  
24 that they may still use their eminent domain power as long as it is not used to compete with another  
25 entity. (Pub. Util. Code, § 625.) Meaning, competition among public utilities does not defeat their status  
26 as a public utility.

27 Inverse Condemnation also independently applies to the Communications Defendants because  
28 the alleged harm arises from their joint conduct with a governmental entity. A private entity can be

1 liable for inverse condemnation if it actively and jointly participates with a government entity in conduct  
2 that takes or damages private property. (See *Breidert v. Southern Pac. Co.* (1964) 61 Cal.2d 659, 662  
3 [In a property owner’s action in inverse condemnation for compensation for the closing of a railroad  
4 grade crossing, the railroad company that owned the tracks was a proper party defendant where it was  
5 an active joint participant in the closing of the crossing]; *Pacific Bell Telephone*, 208 Cal.App.4th at p.  
6 1405 [Joint participation by private entity with public entity in public infrastructure may support inverse  
7 condemnation claim].)

8         Here, the Communications Defendants jointly participated with the LADWP in connection with  
9 the LADWP’s utility poles. (MC at ¶¶ 317–323.) The MC alleges that LADWP has contracts with  
10 private companies, including the Communications Defendants, to allow attachment of communications  
11 equipment to these utility poles. (*Id.* at ¶ 319.) Critically, the MC further alleges that, through these  
12 agreements, LADWP shares the cost of poles with the Communications Defendants and that the entities  
13 jointly own the poles. (*Id.* at ¶ 319.) Thus, the Communications Defendants jointly participated in  
14 ownership and operations for these poles. (See *ibid.*) The Communications Defendants’ joint  
15 responsibility over this public infrastructure subjects it to inverse condemnation liability for harm  
16 caused by that infrastructure. (See *Breidert*, 61 Cal.2d at p. 662; *Pacific Bell Telephone*, 208  
17 Cal.App.4th at p. 1405.)

18                 *ii. The inherent risk and substantial causation elements are satisfied*

19         The Communications Defendants’ next challenge to the inverse condemnation claim goes to  
20 the requirement that inherent risks in their equipment must have substantially caused the Individual  
21 Plaintiffs’ harm. “[L]iability under inverse condemnation principles requires the damage to private  
22 property must be substantially caused by an inherent risk presented by the deliberate design,  
23 construction, or maintenance of the public improvement.” (*Simple Avo*, 102 Cal.App.5th at p. 305.)  
24 “The concepts of ‘inherent risk’ and ‘substantial causation’ address somewhat overlapping  
25 considerations but play distinct roles in the analysis of inverse condemnation.” (*City of Oroville v.*  
26 *Superior Court* (2019) 7 Cal.5th 1091, 1106.) “The inherent risk assessment requires a reviewing court  
27 to consider whether the inherent dangers of the public improvement as deliberately designed,  
28 constructed, or maintained materialized and were the cause of the property damage.” (*Ibid.*) The “focus”



1 of substantial causation is “on whether there is proof that the damages ‘followed in the normal course  
2 of subsequent events’ and were ‘predominantly’ produced by the improvement.” (*Id.* at p. 1108.) “At  
3 the core of the test is the requirement that—even in the case of multiple concurrent causes—the injury  
4 to private property is an ‘inescapable or unavoidable consequence’ of the public improvement as  
5 planned and constructed.” (*Ibid.*)

6 Here, the Communications Defendants assert that the MC alleges only “inadequate  
7 maintenance.” (Demurrer at p. 24:4–11.) This is plain wrong. The MC does not allege that  
8 Communications Defendants neglected a routine inspection or failed to fix a damaged piece of  
9 equipment. Instead, it alleges that the Communications Defendants made deliberate decisions about  
10 how to load and attach their equipment onto utility poles they jointly owned with the LADWP. (MC at  
11 ¶¶ 317, 320, 323.) The Communications Defendants’ deliberate design and construction of equipment  
12 on the poles, including the attachment points, caused the utility poles to break at the attachment points.  
13 (*Id.* at 323.) This is a deliberate choice about the design and operation of the shared public  
14 infrastructure, not an incidental maintenance lapse.

15 The Communications Defendants’ own cited case distinguishes “garden variety inadequate  
16 maintenance,” which is insufficient for liability, from “a faulty plan involving the design, construction  
17 and maintenance” of the public improvement. (See *Tilton v. Reclamation Dist. No. 800* (2006) 142  
18 Cal.App.4th 848, 859.) The MC’s allegations fall unambiguously on the “faulty plan” side of that line.  
19 Loading and attaching equipment onto the utility poles implicates the design and construction of the  
20 public improvement. The weight, configuration, and load distribution of equipment attached to a utility  
21 pole is a structural design decision. When Communications Defendants chose how much equipment to  
22 attach and where, they were making design and construction decisions about the infrastructure. (See  
23 *ibid.*) That is precisely the kind of deliberate decision-making about design and construction that  
24 supports inverse condemnation liability. (See *ibid.*)

25 The Communications Defendants then try to argue, because it was the LADWP’s energized  
26 power lines that sparked the spot fires, they should be wholly absolved of responsibility. This  
27 misunderstands the inherent risk and the substantial causation analysis. Whether or not the  
28 Communications Defendants’ equipment and communication lines were capable of independently

1 igniting a fire is irrelevant. What is relevant is the fact that the spot fires “followed in the normal course  
2 of subsequent events” from the overloaded utility poles snapping. (See *Oroville*, 7 Cal.5th at p. 1108.)  
3 As discussed above, there is a clear chain of causation from the Communications Defendants  
4 overloading the poles with their equipment to the fires. Further, the Communications Defendants share  
5 joint ownership and responsibility for the utility poles. (MC at ¶¶ 317–320.) The Communications  
6 Defendants’ responsibility is not limited to their own equipment. They have responsibility for the entire  
7 utility pole as a joint owner. They cannot piecemeal the public improvement that they jointly own so  
8 that only the LADWP’s power lines are relevant. The entirety of each pole is implicated in the  
9 Individual Plaintiffs’ harm. If the utility poles did not snap, then the LADWP’s energized lines would  
10 not have fallen on combustible material and created the spot fires.

11 Finally, the Communications Defendants’ attempt to avoid blame because other parties are also  
12 to blame for the harm is not in accordance with the law. Inverse condemnation liability may apply to a  
13 public improvement even if it was “only one of several concurrent causes.” (*Oroville*, 7 Cal. 5th at p.  
14 1108.) And the failed infrastructure need not be the initial spark in the causal chain. (See *Belair v.*  
15 *Riverside County Flood Control Dist.* (1988) 47 Cal.3d 550, 560.)

16 2. The tort claims are well-pleaded

17 The Communications Defendants demur to the tort claims—negligence, trespass, private  
18 nuisance, public nuisance, premises liability, and violation of Health and Safety Code section 13007—  
19 on the single ground that they owed the Individual Plaintiffs no legal duty. This argument fails across  
20 the board.

21 *i. The Communications Defendants owed a duty of care to those harmed by their*  
22 *infrastructure*

23 Communications Defendants owed a duty of care in the maintenance and operation of  
24 infrastructure they jointly owned and operated in and around the communities in Pacific Palisades. All  
25 persons are required to use due care in managing their activities and property. (Civ. Code, § 1714(a)  
26 [“Everyone is responsible, not only for the result of his or her willful acts, but also for an injury  
27 occasioned to another by his or her want of ordinary care or skill in the management of his or her  
28 property or person, except so far as the latter has, willfully or by want of ordinary care, brought the

1 injury upon himself or herself.”].) This is the “default” or “general rule” of duty. (*Brown v. USA*  
2 *Taekwondo* (2021) 11 Cal.5th 204, 213–214.) This duty applies “when it is the defendant who has  
3 created a risk of harm to the plaintiff, including when the defendant is responsible for making the  
4 plaintiff’s position worse.” (*Id.* at p. 214, internal quotation marks omitted.) Tellingly, here, the  
5 Communications Defendants omit any discussion of Civil Code section 1714 in their Demurrer.

6       The MC’s allegations sufficiently allege a duty under Section 1714. The Communications  
7 Defendants co-owned the utility poles through agreements with the LADWP. (MC at ¶¶ 317–320.) As  
8 co-owners of that property, Section 1714 imposed on them a duty of ordinary care in managing and  
9 operating the poles and their equipment attached to the poles. The MC further alleges that the  
10 Communications Defendants loaded their equipment onto the poles in a manner that violated applicable  
11 safety standards, causing them to fail. (*Id.* at ¶ 323.) That is precisely the failure of “ordinary care or  
12 skill in the management of . . . property” that Section 1714 addresses. (See Civ. Code, § 1714(a).) The  
13 Communications Defendants created the risk of harm by overloading the utility poles with their  
14 equipment. As such, they owe a duty to all harmed by this infrastructure. (See *Brown*, 11 Cal.5th at p.  
15 214.) No special relationship, special circumstance, or other factual showing is required.

16       The Communications Defendants claim that it was not foreseeable that other parties would  
17 contribute to the Palisades Fire and, therefore, they owe no duty in connection to fire damage. This is  
18 wrong. As with their other arguments, the Communications Defendants continue to try to shift blame  
19 to co-tortfeasors. But what other parties do has no effect on their obligations as to the utility poles they  
20 jointly own and their equipment attached to those poles. The MC does not allege that the  
21 Communications Defendants failed to prevent other parties’ misconduct. Moreover, it absolutely was  
22 foreseeable that, if the Communications Defendants’ equipment overloaded the utility poles and caused  
23 a break in the poles, the downed power lines attached to the poles could start fires. This is exactly what  
24 is alleged here. (MC at ¶ 323.) The general category of harm that is alleged from the overloaded poles  
25 was foreseeable.

26       The Communications Defendants’ argument as to Health and Safety Code section 13007 is  
27 incorrect. Section 13007 does not require that the defendant personally ignite the fire. Rather, the statute  
28 imposes liability on any person who willfully, negligently, or in violation of law allows fire to ignite or

1 to escape to another's property. The MC alleges exactly this. The Communications Defendants  
2 overloaded the poles, causing them to snap and drop energized lines that ignited spot fires, and those  
3 spot fires escaped to and destroyed the Individual Plaintiffs' properties. (MC at ¶ 323.) Overloading the  
4 poles was a substantial contributing cause in creating the spot fires and allowed the spot fires to escape  
5 to the Individual Plaintiffs' properties. The Communications Defendants had a clear duty under Section  
6 13007 to ensure their equipment did not cause—or substantially contribute to—the spot fires alleged in  
7 the MC. (See *ibid.*)

8 *ii. Duty is not an element of the trespass and private nuisance causes of action*

9 The Communications Defendants' duty argument cannot defeat the trespass and private  
10 nuisance claims because those claims do not require the defendant have owed a legal duty. Trespass  
11 requires only an intentional act causing physical invasion; duty is not an element.<sup>2</sup> (See *Spinks v. Equity*  
12 *Residential Briarwood Apartments* (2009) 171 Cal.App.4th 1004, 1042.) The Communications  
13 Defendants cite *McBride v. Smith* (2018) 18 Cal.App.5th 1160 for the proposition that a legal duty is  
14 necessary for a trespass claim. However, that case discussed the issues of property rights and consent;  
15 it did not find that a legal duty by the trespasser is required. (*McBride*, 18 Cal.App.5th at 1174.)  
16 Similarly, a duty of care is not an essential element of a private nuisance claim. "Nuisance is an entirely  
17 separate cause of action from negligence" and "a duty between defendant and plaintiff need not exist  
18 to maintain a nuisance claim." (*Lynch v. Peter & Associates etc.* (2024) 104 Cal.App.5th 1181, 1198.)

19 **IV. CONCLUSION**

20 The Individual Plaintiffs respectfully request the Court overrule the Communications  
21 Defendants' Demurrer.

22 ///

23 ///

24 ///

25  
26 \_\_\_\_\_  
27 <sup>2</sup> Here, the Communications Defendants did commit intentional acts that caused the physical invasions  
28 of the Individual Plaintiffs' properties: they deliberately overloaded the utility poles, and the resulting  
fires invaded the properties.

1 Dated: July 31, 2026

ROBERTSON & ASSOCIATES, LLP

2  
3 By:

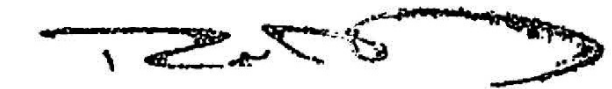


Alexander Robertson, IV

4  
5  
6 Dated: July 31, 2026

FOLEY BEZEK BEHLE & CURTIS, LLP

7  
8 By:

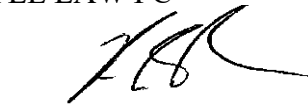


Roger N. Behle, Jr.  
Robert A. Curtis

9  
10 Dated: July 31, 2026

BOYLE LAW PC

11  
12 By:



Kevin R. Boyle  
Matthew J. Stumpf

13  
14 Dated: July 31, 2026

MCNULTY LAW FIRM  
WOOD LAW FIRM

15  
16  
17 By:



Peter McNulty  
E. Kirk Wood

18  
19 *Liaison Counsel for Individual Plaintiffs*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ELECTRONIC PROOF OF SERVICE**

STATE OF CALIFORNIA    )  
                                          ) ss  
COUNTY OF ORANGE    )

I, Rachel Chase, declare:

I am a citizen of the United States, over 18 years of age, a resident of Orange County, California, and not a party to within action. My business address is 575 Anton Boulevard, Suite 635, Costa Mesa, California, 92626.

On July 31, 2026, I served a copy of the following document(s):

**OPPOSITION TO COMMUNICATIONS DEFENDANTS' DEMURRER TO INDIVIDUAL PLAINTIFFS' REVISED MASTER COMPLAINT**

on the interested parties in this action pursuant to the most recent Omnibus Service List by submitting an electronic version of the document(s) by file transfer protocol (FTP) to CASEANYWHERE through the upload feature at [www.caseanywhere.com](http://www.caseanywhere.com).

Executed on July 31, 2026, at Costa Mesa, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

*Rachel Chase*  
Rachel Chase, Paralegal