

FILED
Superior Court of California
County of Los Angeles

07/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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

DAN GRIGSBY, et al.,

Plaintiffs,

vs.

CITY OF LOS ANGELES ACTING BY AND
THROUGH THE LOS ANGELES
DEPARTMENT OF WATER AND POWER, a
government entity; CITY OF LOS ANGELES,
a government entity; CALIFORNIA
DEPARTMENT OF PARKS AND
RECREATION, a government entity; STATE
OF CALIFORNIA; SOUTHERN
CALIFORNIA EDISON COMPANY, a
California corporation; EDISON
INTERNATIONAL, a California corporation;
CHARTER COMMUNICATIONS, a Delaware
corporation; FRONTIER
COMMUNICATIONS, a Delaware
corporation; AT&T, Inc., a Delaware,
corporation; COUNTY OF LOS ANGELES, a
government entity; LAS VIRGENES
MUNICIPAL WATER DISTRICT, a public
utility; SEMPRA ENERGY, a California
corporation; SOUTHERN CALIFORNIA GAS
COMPANY, a California corporation; J. PAUL
GETTY TRUST, a California charitable trust;
MOUNTAIN RECREATION AND
CONSERVATION AUTHORITY, and DOES 1
through 50, inclusive,

Defendants.

Case No.: 25STCV00832

[TENTATIVE] ORDER ON
DEFENDANT COUNTY OF LOS
ANGELES' DEMURRER

Hearing Date: July 15, 2026

Hearing Time: 1:45 p.m.

Dept.: 7

1 Defendant County of Los Angeles demurs to the entire complaint generally and to counts 29
2 through 31 of Plaintiffs' Revised Master Complaint on the grounds that (1) Plaintiffs do not state facts
3 sufficient to constitute those causes of action against it and (2) the Complaint is uncertain. Plaintiffs
4 oppose the demurrer.

5 For the reasons discussed below, the County's demurrer to the entire Complaint on the grounds
6 that Plaintiffs fail to allege claims against the County is SUSTAINED with 30 days leave to amend.

7 I. Master Complaint Allegations

8 In relevant part, the Complaint alleges that:

9 On January 1, 2025, at approximately 12:07 a.m. the Lachman Fire was reported
10 near Skull Rock on the Temescal Ridge Trail within Topanga State Park in the
11 Pacific Palisades. (Complaint, ¶¶ 62, 76.) By 4:48 am, the Los Angeles Fire
12 Department reported that it had fully contained the Lachman Fire. (*Id.*, ¶ 63.) After
being contained, the Lachman Fire left smoldering embers which reignited with the
winds picking up on January 7, 2025. (*Id.*, ¶¶ 69-78.) On January 7, 2025, the
Palisades Fire erupted near where the Lachman Fire had burned six days prior. (*Id.*,
¶ 85.)

13 The acts and omissions of L.A. County Waterworks District 29 (aka "LACWD29"
14 or "District 29") were a substantial factor in contributing to causing the Palisades
fire to destroy Plaintiffs' homes. (*Id.*, ¶ 329.)

15 District 29 is a division of Los Angeles County Public Works "and agency of" the
16 County. (*Id.*, ¶ 17.) "District 29 is a special district formed in accordance with
17 Division 16, Sections 55000 through 55991 of the State Water Code to supply water
18 for urban use in Malibu and Topanga." (*Id.*) "District 29 is operated by the Los
19 Angeles County Public Works, Waterworks Division, and is governed by the Los
20 Angeles County Board of Supervisors." (*Id.*) The Complaint states that it refers to
21 the County and District 29 collectively as the "County." (*Id.*)

22 "Despite dire warnings by the National Weather Service of a 'Particularly
23 Dangerous Condition - Red Flag Warning' of 'critical fire weather' which had the
24 potential for rapid fire spread and extreme fire behavior, [District 29] was
25 unprepared for the Palisades Fire." (*Id.*, ¶ 331.)

26 "Plaintiffs' homes and properties in [District 29]'s service territory were damaged
27 or destroyed during the Palisades Fire because [District 29]'s water storage tanks,
28 pumps, emergency backup generators, and the electrical connections installed
between the emergency generators and pumps failed. When the fire approached,
the heat melted these electrical connections between the generators and the pumps.
This resulted in low water pressure or no water pressure at fire hydrants within
[District 29]'s service territory, including but not limited to the Big Rock and
Sunset Mesa neighborhoods and beachfront homes located on Pacific Coast
Highway between Topanga Canyon and Carbon Canyon in Malibu. Because of the
low water pressure, the Palisades fire consumed these Plaintiffs' homes unabated."
(*Id.*, ¶ 332.)

District 29's facilities, as deliberately designed and constructed, presented an inherent danger and risk of fire to private property. (*Id.*, ¶ 627.) That inherent danger caused damages to Plaintiffs' property. (*Id.*, ¶ 629.) Therefore, District 29's conduct constitutes an improper taking or condemnation of Plaintiffs' property under Article I § 19 of the California Constitution and Public Utilities Code § 612." (*Ibid.*)

II. Request for Judicial Notice

Plaintiffs request judicial notice of the following:

- A. The Executive Department State of California Proclamation of a State of Emergency, dated January 7, 2025 (RJN, Exhibit A);
- B. The Proclamation of Existence of a Local Emergency for the January 2025 Windstorm and Critical Fire Events by the Chair of the Los Angeles County Board of Supervisors and Request for a State Proclamation, dated January 7, 2025 (RJN, Exhibit B);
- C. The Declaration of Local Emergency issued on January 13, 2025 by Mayor Karen Bass (RJN, Exhibit C);
- D. The Los Angeles County Public Works webpage for Waterworks District, District Overview which gives an overview of Los Angeles County Waterworks District No. 29, Malibu (RJN, Exhibit D); and
- E. A map of Los Angeles County Waterworks District No. 29, Malibu, from the Los Angeles County Public Works website (RJN, Exhibit E).

Plaintiffs' uncontested requests for judicial notice are all GRANTED pursuant to Evidence Code, § 452 subdivisions (c) and (h).

III. Analysis

A. Entire Complaint– Insufficient Allegations Against the County

The County contends that the entire complaint fails against it because there are no claims or factual allegations asserted against it. Instead, the Complaint appears to conflate the County and District 29, which the County maintains is a separate entity.

The County identifies that although the Complaint defines "COUNTY" to mean both the County and District 29 (Complaint, ¶ 17), the Complaint never uses that defined term, instead directing allegations only to District 29 (see *Id.*, ¶¶ 329-333, 625-653). The County argues that the three causes of action asserted against "LACWD29" (District 29) are not claims against the County because District 29 and the County are separate entities. (See RJN, Exhibit D.) District 29 is not a party to this action.

The County explains that District 29 is a "special district" formed in accordance with Division 16, sections 55000 through 55991 of the California Water Code. Notably, California Water Code,

1 section 55100 states, “*Any portion of a county, containing unincorporated territory, or containing the*
2 *whole or any portion of one or more incorporated cities and contiguous unincorporated territory, and*
3 *not included in a district, may be formed into a district.*” [Italics added.] The County also highlights
4 Government Code section 56036, subdivision (a), which defines both a “district” and a “special district”
5 as an “agency of the state...for the local performance of governmental or proprietary functions within
6 limited boundaries,” and subdivision (b), which expressly states, “‘District’ or ‘special district’ includes
7 *a county service area, but excludes all of the following:...A county.*” [Italics added.] These statutes
8 suggest that District 29 and the County are separate entities.

9 The County acknowledges that the County Board of Supervisors is the governing body for both
10 District 29 and the County but argues that this alone does not merge the two separate public entities into
11 one legal entity. (*Pacific States Enters., Inc. v. City of Coachella* (1993) 13 Cal.App.4th 1414, 1424
12 [“mere fact that the same body of officers acts as the legislative body of two different governmental
13 entities does not mean that the two different governmental entities are, in actuality, one and the same”];
14 *Los Angeles County v. Cont’l Corp.* (1952) 113 Cal.App.2d 207, 220 [finding the Los Angeles County
15 Flood Control District is “a distinct legal entity” notwithstanding that it “is governed by a board which
16 comprises the same individuals which constitute the Board of Supervisors of Los Angeles County”].)

17 In opposition, Plaintiffs argue they have sufficiently alleged claims against the County because
18 they allege that District 29 is an agent of the County at paragraph 17 of the Complaint. However, as the
19 County points out in reply, the Complaint does not allege that District 29 is an “agent of” the County.
20 Rather, the Complaint alleges that District 29 is an “agency of” the County. (Complaint, ¶ 17 [“L.A.
21 COUNTY WATERWORKS DISTRICT 29 is a division of Los Angeles County Public Works, and
22 agency of the COUNTY”].) Based on the language alleged in the Complaint, it is not apparent that
23 Plaintiffs seek to hold the County liable for the actions of District 29 based on the theory that District
24 29 acted as an agent of the County at the relevant times. The Complaint merely alleges that District 29
25 is an agency of the County. Thus, Plaintiffs have not sufficiently alleged that they seek to hold the
26 County liable through an agency theory.

27 The County further argues the Complaint does not allege facts showing the requisite control or
28 consent for an agency relationship. In other words, the County argues that conclusory allegations of
agency are insufficient. The County relies on *Doe 3, Fam. Servs. Org. v. Superior Court* (2025) 110 Cal.
App. 5th 571, 589, in which the court found the plaintiffs had “not alleged any facts to support a
nonspeculative inference that” individual defendants acted as agents of an entity defendant because there
were no facts showing the entity controlled or consented to any of the individual defendants’ conduct.
In opposition, Plaintiffs rely on *City of Industry v. City of Fillmore* (2011) 198 Cal.App.4th 191, 213, in

1 which the court held unambiguously that “[a]n allegation of agency is an allegation of ultimate fact that
2 must be accepted as true for purposes of ruling on a demurrer.” The two cases do not reflect a formal
3 split in authority— they reflect the difference between a direct, facially plausible agency allegation (*City*
4 *of Industry*) and a speculative attempt to attribute third-party conduct to a defendant by merely labeling
5 that third party an “agent” (*Doe 3*). Regardless of either case’s holding, Plaintiffs in this case have not
6 alleged an agency theory at all.

6 Based on the foregoing, Plaintiffs fail to sufficiently allege claims against the County.¹

7 The County further argues that even if Plaintiffs sufficiently allege an agency theory, “no
8 California court has ever based constitutional liability [for inverse condemnation] on the tort concept of
9 agency.” While the County cites several cases to support this argument, it is not apparent that any of
10 them suggest that Plaintiffs cannot pursue an inverse condemnation claim against the County based on
11 an agency theory. (See *City of Oroville v. Superior Court* (2019) 7 Cal.5th 1091, 1102–1103; *Bunch v.*
12 *Coachella Valley Water Dist.* (1997) 15 Cal.4th 432, 447 (1997); *Belair v. Riverside Cnty. Flood Control*
13 *Dist.* (1988) 47 Cal.3d 550, 563; *City of Oakland v. Oakland Raiders* (1982) 32 Cal.3d 60, 64-65.) The
14 County seems to argue that agency is purely a tort concept but provides no authority for that proposition.
15 The County has not provided any authority to support a finding that Plaintiffs cannot pursue an inverse
16 condemnation claim against it based on an agency theory.

15 Based on the foregoing, the County’s demurrer to the Complaint on the grounds that Plaintiffs
16 fail to allege claims against it is SUSTAINED with leave to amend.

18 **Advisory Ruling**

19 As Plaintiffs point out, the County has no standing to defend the claims asserted against
20 District 29 if District 29 is, in fact, a separate entity and the agency allegations are insufficient. The
21 Court agrees that the County has no standing to defend the claims asserted against District 29.
22 Nevertheless, in the interest of efficiency assuming the parties will attempt to present the same or similar
23 allegations and arguments in the future, the Court provides an “advisory” tentative ruling on the
24 County’s arguments regarding the claims asserted against District 29 (causes of action 29-31).

24 **A. Count 29: Inverse Condemnation**

25 “To state a claim for inverse condemnation, a plaintiff must allege “[1.] a public entity [2.] has
26 taken or damaged their property [3.] for a public use.” (*Simple Avo Paradise Ranch, LLC v. Southern*

27 ¹ Plaintiffs argue that the issue whether they have sufficiently alleged agency is moot because they intend to file a
28 Doe Amendment naming District 29 as a defendant. It is unclear why Plaintiffs believe adding District 29 as a defendant
would render the agency issue moot. The addition of District 29 does not cure the insufficient allegations against the County—
the Complaint would still be devoid of claims or theories of liability against the County.

1 *California Edison Co.* (2024) 102 Cal.App.5th 281, 289.) However, “[p]ublic entities are not strictly or
2 otherwise automatically liable for any conceivable damage bearing some kind of connection, however
3 remote, to a public improvement. To succeed on an inverse condemnation action, a plaintiff must
4 ordinarily show — assuming the public entity made reasonable assumptions about the public
5 improvement in question — that the damage to private property was substantially caused by inherent
6 risks associated with the design, construction, or maintenance of the public improvement.” (*Oroville*,
supra, 7 Cal.5th at p. 1098.)

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

18 First, the County argues Plaintiffs have not alleged a “taking.” A taking involves a “physical
19 invasion” of private land by the government. (*Boxer v. City Beverly Hills* (2016) 246 Cal.App.4th 1212,
20 1218.) While the County is correct that Plaintiffs do not allege any such physical invasion by the County
21 or District 29, Plaintiffs’ inverse condemnation claim is based on the alternative theory that their
22 properties were *damaged* rather than taken. As explained above, one of the elements of an inverse
23 condemnation claim is that a public entity “has taken or damaged [the plaintiffs’] property.” (*Simple*,
supra, 102 Cal.App.5th at p. 289.) Thus, the fact that Plaintiffs have not alleged a “taking” is not
24 dispositive.

25 Next, the County acknowledges that the “damage theory” of inverse condemnation requires
26 allegations that the claimed damages “arise from the inherent dangers of the public improvement as
27 deliberately designed, constructed, or maintained,” and that the damage was the “‘inescapable or
28 unavoidable consequence’ of the public improvement as planned and constructed.” (Demurrer, 20:16-

1 19 [citing *Oroville*, *supra*, 7 Cal.5th at pp. 1106-1108].) The County argues that Plaintiffs have not and
2 cannot plead the requisite inherent risk or substantial causation.

3 Here, Plaintiffs allege, “Plaintiffs’ homes and properties in [District 29]’s service territory were
4 damaged or destroyed during the Palisades Fire because [District 29]’s water storage tanks, pumps,
5 emergency backup generators, and the electrical connections installed between the emergency
6 generators and pumps failed. When the fire approached, the heat melted these electrical connections
7 between the generators and the pumps. This resulted in low water pressure or no water pressure at fire
8 hydrants within [District 29]’s service territory....Because of the low water pressure, the Palisades fire
9 consumed these Plaintiffs’ homes unabated.” (*Id.*, ¶ 332.) “These systems, as deliberately designed and
10 constructed, presented an inherent danger and risk of fire to private property.” (*Id.*, ¶ 333.)

11 Plaintiffs also allege, “Defendant’s facilities, as deliberately designed and constructed, presented
12 an inherent danger and risk of fire to private property.” (*Id.*, ¶ 627.) Plaintiffs further allege, “On January
13 7, 2025, and in the days thereafter, the inherent and foreseeable risk of a fire exacerbated by Defendants’
14 water supply management and infrastructure and power equipment occurred when the Palisades Fire
15 burned and spread, which directly and according to law resulted in the taking of Plaintiffs’ private
16 property.” (*Id.*, ¶ 628.)

17 As the County argues, none of these allegations identify an inherent risk associated with the
18 design, maintenance, or construction of District 29’s water supply system. The allegations include
19 conclusory statements that District 29’s facilities and/or infrastructure presented an inherent danger as
20 it was deliberately designed and constructed. Plaintiffs do not identify what the defect was or how it
21 posed an inherent danger.

22 Plaintiffs allege that the electrical connections installed between District 29’s emergency
23 generators and pumps failed because heat from the fire melted those connections. (*Id.*, ¶ 332.) Nothing
24 about this allegation suggests there was an inherent risk associated with the design, maintenance, or
25 construction of District 29’s water supply system. The allegation merely claims that District 29’s
26 infrastructure was damaged by the fire. The failure of District 29’s emergency generators and pumps
27 was caused by the fire itself, not by any deliberate design, maintenance, or construction on District 29’s
28 part. As the County succinctly explains, “Plaintiffs do not allege *what* deliberate design decisions were
made, *when* they were made, *who* made them, or how they rendered the water system inherently
dangerous. ‘Melt[ing]’ in the fire is not a design risk.” (Reply, 12:13-15.)

Plaintiffs argue in opposition that the inherent risk of the electrical failure described above was
the result of District 29’s deliberate cost-cutting decisions. Plaintiffs rely on *Oroville*, in which the court
stated, “If [a] public entity makes a policy choice to benefit from the cost savings from declining to

1 pursue a reasonable maintenance program...inverse condemnation principles command ‘the corollary
2 obligation to pay for the damages caused when the risks attending these cost-saving measures
3 materialize.’” (*Oroville, supra*, 7 Cal.5th at p. 1107 [quoting *Pacific Bell v. City of San Diego* (2000) 81
4 Cal.App.4th 596, 608].)

5 In reply, the County acknowledges the “cost-cutting decisions” analysis in *Oroville*. The County
6 explains, “In *Oroville*, the Supreme Court gave examples of what could constitute a risk tied to a cost-
7 saving decision, such as ‘decid[ing] against expending additional funds or employing more protective
8 measures in the construction of a project’ or ‘forgo[ing] regular monitoring and repair and instead
9 adopt[ing] a “wait until it breaks” plan of maintenance to save on the costs of imposing a monitoring
10 system.’” (Demurrer, 13:3-7 [quoting *Oroville, supra*, 7 Cal.5th at pp. 1106-1107].) However, the
11 County then explains, “The Complaint contains no allegations of this sort.” (*Id.*, 13:7) The County is
12 correct– the Complaint does not allege any “cost-cutting” decisions. (See Complaint, ¶¶ 329-333, 625-
13 633.) If Plaintiffs had alleged such “cost-cutting” decisions, they also would have had to allege that the
14 risks of those decisions materialized and ultimately caused Plaintiffs’ damages. No such allegations
15 appear in the Complaint.

16 Plaintiffs have not alleged the requisite inherent risk required for their inverse condemnation
17 claim.

18 Next, the County argues Plaintiffs fail to allege substantial causation. Plaintiffs argue they
19 sufficiently pleaded causation in paragraph 629 of the Complaint, which states, “Defendant’s
20 infrastructure was designed, engineered, constructed, used, operated, maintained by Defendants. That
21 operation caused damages to Plaintiffs’ property and the Defendant’s conduct as described herein
22 constitutes an improper taking or condemnation of their property under Article I § 19 of the California
23 Constitution and Public Utilities Code § 612.” This allegation is insufficient primarily because it is not
24 tied to a properly pleaded inherent risk. (See *Oroville, supra*, 7 Cal.5th at p. 1106 [“The concepts of
25 ‘inherent risk’ and ‘substantial causation’ address somewhat overlapping considerations but play distinct
26 roles in the analysis of inverse condemnation. And both must be present for a public entity to be
27 liable.”].) As explained above, Plaintiffs’ allegations state that District 29’s equipment failed because
28 electrical connections melted in the fire, not because the electrical connections or District 29’s
equipment itself were defective. Thus, Plaintiffs’ damages are not an “inescapable or unavoidable
consequence of the public improvement as planned and constructed.” (*Id.*, at p. 1108 [internal quotations
omitted].)

Plaintiffs fail to sufficiently allege their inverse condemnation claim against District 29.

1 In addition to challenging the requisite inherent risk and substantial causation elements of
2 Plaintiffs' inverse condemnation claim, the County raises several supplemental arguments which are
3 largely inconsequential.

4 First, the County argues, "Other fire inverse condemnation cases are distinguishable because
5 defendants in those cases were alleged to have caused the fires through their powerlines." (Demurrer,
6 21:17-18 [citing *Aetna Life & Cas. Co. v. City of Los Angeles* (1985) 170 Cal.App.3d 865, 872; *Marshall*
7 *v. Dep't of Water & Power* (1990) 219 Cal.App.3d 1124, 1131; *Simple, supra*, 102 Cal.App.5th at p.
8 288; *Barham v. S. Cal. Edison Co.* (1999) 74 Cal.App.4th 744, 748].) The County further argues that
9 the Complaint in this case "does not allege the County or District 29 caused the fire—only that the
10 infrastructure was damaged before it could help extinguish the fire." (*Id.*, 21:23-24.) To the extent the
11 County intended to argue that District 29 cannot be held liable if it did not cause the fire, that argument
12 fails. As Plaintiffs explain in opposition, there is no "create-the-danger" requirement to trigger inverse
13 condemnation.

14 Next, the County argues, "There is no inverse condemnation liability from a municipal water
15 system failing to sufficiently aid firefighters' efforts to prevent damage inflicted by the independent
16 danger of fire." (*Id.*, 21:27-28 [citing *Wildenstein v. E. Bay Reg'l Park Dist.* (1991) 231 Cal.App.3d 976,
17 981; *Paterno v. State* (1999) 74 Cal.App.4th 68, 96-97].) The County's argument is unavailing because
18 neither *Wildenstein* nor *Paterno* directly addresses the liability of a municipal water system for failing
19 to sufficiently aid firefighters' efforts against an independent fire danger. Although both cases provide
20 some support for the broader proposition that there is no inverse condemnation liability where a public
21 improvement merely fails to mitigate damage caused by an independent peril, neither stands for the
22 narrow proposition that a municipal water system's inadequate firefighting support is categorically
23 immune from inverse condemnation liability.

24 Next, the County argues, "any alleged negligent operation or maintenance of the County's water
25 infrastructure does not give rise to inverse liability." (*Id.*, 22:8-9 [citing *Tilton v Reclamation Dist. No.*
26 *800* (2006) 142 Cal.App.4th 848, 858; *Paterno, supra*, 74 Cal.App.4th at p. 79.] The court in *Tilton*
27 explained, "garden variety inadequate maintenance, as distinguished from a faulty plan involving the
28 design, construction and maintenance of a levee, is not an adequate basis for an inverse condemnation
claim." (*Tilton, supra*, 142 Cal.App.4th at p. 859.) In *Paterno*, the court stated, "it is the *plan* of
maintenance which must be unreasonable to establish a taking. Poor *execution* of a maintenance plan
does not result in a taking." (*Paterno, supra*, 74 Cal.App.4th at p. 87.) While *Tilton* and *Paterno* support
the proposition that the County asserts here, the Court is not persuaded that this alone forecloses
Plaintiffs' inverse condemnation claim. There is no indication that Plaintiffs' claim—if they are given an

1 opportunity to amend it– would arise solely out of the negligent maintenance of District 29’s
2 infrastructure. Also, Plaintiffs claim as it is currently alleged does not suggest that it is based on negligent
3 maintenance.

4 Next, the County argues, “there is no duty to a person, whose property is destroyed by fire, to
5 supply water for the extinguishment of the fire.” (Demurrer, 22:22-25 [citing *White v. S. Cal. Edison*
6 *Co.* (1994) 25 Cal.App.4th 442, 449; *Niehaus Bros. Co. v. Contra Costa Water Co.* (1911) 159 Cal. 305,
7 312-313] [internal quotations omitted].) The County’s argument fails because it relies on tort immunity
8 that does not apply to a claim for inverse condemnation. (*Pacific, supra*, 81 Cal.App.4th at pp. 602–603
9 [“the immunities provided by the Tort Claims Act do not insulate a public entity from liability for inverse
10 condemnation; the constitutional provisions requiring compensation for property taken or damaged by
11 a public use overrides the Tort Claims Act and its statutory immunities. [Citation.] Thus, a plaintiff who
12 establishes the elements of an inverse condemnation claim may recover for property damage even
13 though his tort claim has been rejected.”].) This is because “[t]he inverse condemnation action is
14 independent of any right to sue under traditional tort theories.” (*Thousand Trails, Inc. v. California*
15 *Reclamation Dist. No. 17* (2004) 124 Cal.App.4th 450, 461.)

16 Finally, the County argues that the “emergency exception” independently bars Plaintiffs’ inverse
17 condemnation claim. The County argues, “Damages from actions taken during a proper exercise of
18 police power to respond to an ‘obvious emergent public interest,’ including ‘to prevent the spread of
19 conflagration,’ are not compensable.” (Demurrer, 23:1-4 [quoting *Farmers Ins. Exch. v. State* (1985)
20 175 Cal.App.3d 494, 501-503].) The County further argues, “The use of emergency generators and
21 allocation of water resources during the Palisades Fire was such an exercise.” (*Id.*, 23:4-6.) This
22 argument is not persuasive. There are no allegations that District 29 exercised any police power like that
23 in the *Farmers* and the Court is not persuaded that District 29’s use of emergency generators constitutes
24 an exercise of police powers. Moreover, Plaintiffs’ allegations do not arise out of District 29’s use of
25 emergency generators– they arise out of the generators’ *failure* to work.

26 For the reasons stated above, if the same issues were to come before the Court in the future, the
27 County’s demurrer to cause of action 29 for inverse condemnation would be SUSTAINED with leave
28 to amend.

29 B. Counts 30 & 31: Dangerous Condition & Public Nuisance

30 In response to the County’s demurrer to these two claims, Plaintiffs explain that they “have
31 decided to non-suit their tort claims against the County.” (Opposition, 12:27-28.) Given that these claims
32

1 are asserted against District 29, the Court presumes– unless told otherwise at the hearing– that Plaintiffs
2 have chosen to non-suit these claims, which are asserted against District 29.²

3 Based on the foregoing, the Court declines to rule on the County’s demurrer to cause of action 30
4 for dangerous condition and cause of action 31 for public nuisance because it is moot.

4 IV. Conclusion

5 In conclusion, the County’s demurrer to the entire Complaint on the grounds that Plaintiffs fail to
6 allege claims against the County is SUSTAINED with 30 days leave to amend.

7 With regard to the County’s demurrer to causes of action 29-31, the Court has provided an
8 “advisory” tentative and concludes as follows: the demurrer to cause of action 29 for inverse
9 condemnation would be SUSTAINED with leave to amend. The Court declines to rule on the County’s
10 demurrer to count 30 for dangerous condition and count 31 for public nuisance because it is moot.

11
12 Dated: 07/15/2026



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

HON. SAMANTHA P. JESSNER
JUDGE OF THE SUPERIOR COURT

27
28 ² It is unclear whether Plaintiffs have chosen to non-suit tort claims against the County, District 29, or both. The Court will seek clarification in light of Plaintiffs’ representations that they seek to file a Doe Amendment to add District 29 as a defendant.