

Exhibit AS-6 (BCC hearing)

**First Amended Complaint for Damages resulting from
Moss Landing BESS accident**

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Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION**

MARY-ELIZA SCHMIDT, an individual;
 AUSTIN WALKER, an individual; SHERYL
 RENEE DAVIDSON, an individual; and
 BRUCE F. THOMAS, individually and as
 Trustee of THE BRUCE THOMAS SN
 TRUST; CORTNEY AGUILAR, an
 individual; YOUSEF O. ALBARATI, an
 individual; MICHELE E. ALCANTARA, an
 individual; ALEXANDER JULIAN
 ALCANTARA, III, an individual; ANYSIA
 ALVARADO, an individual; JILL
 RAEHEDRICK AMOS, an individual;
 ANTOINETTE AMSTEIN, an individual;
 JENNIFER BURROLA, an individual;
 EVELYN ANDREWS, an individual;
 LORDES MARIA ARANGO, an individual;
 MARY JEAN ARNOLD, individually and as
 Trustee of the MARY JEAN ARNOLD
 TRUST; THERESE M. AUSTIN, an
 individual; NICHOLAS ANGEL AYALA, an
 individual; DANIEL HOSEA BABATUNDE,
 an individual; MICHELLE ERIN BAKKER,
 an individual; KIMBERLY ROSE
 BAPTISTA, an individual; CLINTON
 ROBERT BARRY, an individual; RACHEL
 ALEXANDRA BARRY, an individual;

Case No. 4:25-cv-02475-YGR

**FIRST AMENDED COMPLAINT FOR
 DAMAGES**

1. **Strict Liability for Ultrahazardous Activities**
2. **Strict Product Liability**
3. **Inverse Condemnation**
4. **Negligence**
5. **Private Nuisance**
6. **Trespass to Real Property and Chattel**
7. **Civil Battery**

DEMAND FOR JURY TRIAL

1 SABRINA BROOKE BARRYMORE, an
 2 individual; MATTHEW D. BAUGHMAN, an
 3 individual; MATTHEW R. BAUGHMAN, an
 4 individual; JEFF BELT, an individual;
 5 MARGARET BERNIER, individually and as
 6 Trustee of the MARGARET BERNIER
 7 LIVING TRUST; MICHAEL E. BLACK,
 8 individually and as Trustee of THE BLACK
 9 FAMILY 2000 REVOCABLE TRUST;
 10 DANIEL WINSTON BLAKE, an individual;
 11 SARAH ALICE BLAKE, an individual;
 12 BRUCE BRADLEY BOWLING, an
 13 individual; MICHELLE MARIE BOWMAN,
 14 an individual; TONYISHA BRADDOCK, an
 15 individual; CHRISTOPHER JAMES
 16 BROADDUS, an individual; EVAN
 17 BRODSKY, an individual; JOHN S.
 18 BROOKS, an individual; GEOFF W.
 19 BUCKLES, an individual; TIFFANY
 20 MOORE, an individual; CHRIS LOUIS
 21 BUONOCORE, an individual; CHARLES
 22 CAIN, an individual; CHRISTINE M.
 23 CAMPOLI-SILVA, an individual; THOMAS
 24 SILVA, an individual; ALVINO CASTILLO,
 25 an individual; TIFFANY JOLENE
 26 WHEELER, an individual; MICHELLE LISA
 27 CASTRO, an individual; RICHARD
 28 CASTRO, individually and as Trustee of the
 RICHARD CASTRO AND ALBERT
 CASTRO LIVING TRUST; CURTIS SCOTT
 CHAFFEE, an individual; SHELLEY COST
 CHAFFEE, an individual; CRISTA YUNAH
 CHANG, an individual; CAMERON STUART
 CHAO, an individual; CAROLYN M.
 CHAPERON, an individual; CYNTHIA ANN
 CHESEBRO, an individual; JOHN
 ALMANDO CHIOINO, an individual;
 CARRIE LYNN CHRISTENSEN, an
 individual; RON V. CLARKE, an individual;
 MICHELLE LYNNE CLARY, an individual;
 DANIEL CLIFTON, an individual; WILLIAM
 COFFEY, an individual; JENNIFER
 ALBERTI, an individual; CASEY OWEN
 CONDON, an individual; KRISTINA
 CONSOLE, an individual; ROBERT
 NESTLER, an individual; MELINDA J.
 CONSOLE, individually and as Trustee of the

1 MELINDA J. CONSOLE TRUST; FABIAN I.
2 CORIA, an individual; JOSUE CORNEJO, an
3 individual; SANDRA ELIZABETH
4 CORNEJO, an individual; DORIS D.
5 CORRELL, an individual; ADELA CORTEZ,
6 an individual; KEVIN CROWLEY, an
7 individual; MARGARET J. CROWLEY, an
8 individual; MICHAEL FRANCIS
9 CROWLEY, individually and as Trustee of the
10 MICHAEL AND PEGGY CROWLEY
11 LIVING TRUST; CHRISTIAN JAMES
12 CUMMING, an individual; EMILY DOREEN
13 DAIGLE, an individual; GIUSEPPE JOSEPH
14 DAVI, an individual; LESLIE ANN
15 DELUCA, an individual; EDWARD BOYD
16 DICKIE, an individual; BRUCE LEE, an
17 individual; ROBERT DOLIVIERA, an
18 individual; LEAH DRAKE, an individual;
19 JEREMIAH DUMFORD, an individual; LISA
20 DUQUE, an individual; PATRICK ANDREW
21 EDDINGTON, an individual; EMMA
22 EDDINGTON, an individual; IRBY
23 ELLISTON, an individual; BRIAN SCOTT
24 ENSLEY, an individual; TIMOTHY J.
25 EPPERSON, an individual; CASEY
26 EDWARD FANEUF, an individual; LAURA
27 RUTH FEISTEL, an individual; LORIN
28 FERGUSON, an individual; SCOTT
FERGUSON, an individual; FLORENTINO
ROMERO FERNANDEZ, an individual;
SUZAN LEE FINE, an individual; ELAINE
FISCHER, an individual; NANCY MARIE
FLORES, an individual; EZEKIEL FLORO,
an individual; LINDSEY ELIZABETH
FODEN, an individual; SCOTT ANTHONY
FREEMAN, an individual; LESLIE CAROL
FRENCH-BAXTER, an individual; JEWEL
SEAN YAHUT GENTRY, an individual;
WENDY M. GIBBS, an individual; LINDA
CAROL GILL, an individual; JOSHUA RAY
GOBBELL, an individual; ELIZABETH ANN
GOBLIRSCH, individually and as Trustee of
THE ELIZABETH ANN GOBLIRSCH
LIVING TRUST; ANDREW JONATHAN
ASHWORTH, an individual; MARCOS G.
GOMEZ LOPEZ, an individual; MICHAEL
WARREN GOODE, an individual; SHARON

1 SUZANNE GREENSTEIN, an individual;
2 BRUCE KEVIN GREENSTEIN, an
3 individual; AARON ALLEN GREGG,
4 individually and as Trustee of THE GREGG
5 FAMILY TRUST; BONNIE J. GREY, an
6 individual; PAUL RESE GRIFFIN, an
7 individual; RAPHAEL ARMANDO
8 GRIJALVA, an individual; MISTY DAWN
9 GRIJALVA, an individual; JAMES ALLEN
10 GULKIN, an individual; LYNN MICHELLE
11 GULKIN, an individual; KAREN
12 KIMBERLY HANLON SONNE, an
13 individual; MICHAEL CHRISTOPHER
14 HELTON, an individual; MARYANN
15 VERONICA HERNANDEZ, an individual;
16 CARMEN AYALA, an individual; THALIA
17 HERNANDEZ, an individual; KAMERON
18 HERRERA, an individual; KATHERINE L.
19 HOLLANDER, an individual; JOHN
20 SOTOMAYOR, an individual; LINDSEY A.
21 SOTOMAYOR, an individual; MARGIE A.
22 HOLLINGSWORTH, an individual;
23 MICHAEL A. FINLEN, SR., an individual;
24 LAURENCE PHILLIP HOLMES, an
25 individual; DARRIN R. HOOVER, an
26 individual; DAVID LLOYD HYLAND, an
27 individual; ALEJANDRO IBARRA, an
28 individual; ALEX DANIEL MICHAEL
IBARRA, an individual; ALIAH DANIELLE
IBARRA, an individual; DEANNA IBARRA,
an individual; JAIME IRACHETA, an
individual; ANDRES JACOBO BELLO, an
individual; GUADALUPE S. JAIME, an
individual; LISA JOANNA JARRETT, an
individual; JEFFREY ALAN JELTEN, an
individual; MELVIN R. JENKINS, an
individual; MAUREEN S. JENKINS, an
individual; GREGORY B. JOHNS, an
individual; KEOCHAN KATHY JOHNSON,
an individual; WILLIAM JOHN JOHNSON,
an individual; YVONNE J. JOHNSON, an
individual; CHRISTEN SUZANNE JONES,
an individual; KARLA KONSTANCE
JONES, individually and as Trustee of the
JONES FAMILY TRUST; HOLLY ANNE
KING, an individual; ALICIA KUHL, an
individual; JOSHUA NAY, an individual;

1 ERIC PRICE, an individual; JENNIFER
 2 LAWRENCE, an individual; ANTOINETTE
 3 YVONNE LECHTENBERG, an individual;
 4 LUCAS P. LITTLE, an individual; REBECCA
 5 JO LITTLE, individually and as Trustee of the
 6 TOM LITTLE LIVING TRUST; JOSEPHINE
 7 LOMBARDO, an individual; BELLA
 8 LUCIDO, an individual; GAETANO
 9 LUCIDO, an individual; MARIA LISA
 10 LUCIDO, an individual; PAOLO LUCIDO, an
 11 individual; MARYANNE LOMBARDO, an
 12 individual; FRANK V. LOMBARDO, an
 13 individual; VALENTINA MARIA
 14 LOMBARDO, an individual; VITTORIO
 15 ANTHONY LOMBARDO, an individual;
 16 REBECCA G. LOMELI, an individual;
 17 ANTHONY LOPEZ, an individual; RUBEN
 18 LOPEZ, an individual; CATHERINE
 19 LOUISE, an individual; MARIA R. LOYOLA,
 20 individually and as Trustee of the LOYOLA
 21 FAMILY TRUST; MARILYN LYND, an
 22 individual; JAMES DISMUKES, an
 23 individual; GINA LOUISE MACIAS, an
 24 individual; LINDIE L. MALLORY, an
 25 individual; STEPHANIE DIANE MANGUS,
 26 an individual; LAWRENCE E. MANN, an
 27 individual; CATHERINE GRACE MARTIN,
 28 an individual; GABRIEL MARTINEZ, an
 individual; MANUEL RICHARD
 MARTINEZ, an individual; MARIA
 MERCEDES MARTINEZ, an individual;
 ROBERTO MARTINEZ, an individual;
 JENNIFER McCAHAN-FORD, an individual;
 JENNIFER KAY McCANN, an individual;
 MARCIE JO McKEARN, an individual;
 YESENIA MEDINA, an individual; PAUL
 BRANDEIS MELTZER, an individual;
 STEPHEN JOSEPH MENDES, an individual;
 DENISE MERCADO, an individual;
 GWENDOLYN M. MEYER, an individual;
 MICHAELA BARBARA MILLER, an
 individual; VICTORIA TORI MITCHELL, an
 individual; ANTHONY ANDREW
 MITCHELL, an individual; DALTON
 ANDREW MITCHELL, an individual;
 JANIKA MARLINA MOHAN, an individual;
 DEBRA ANN MONTANEZ, an individual;

1 ALEX S. MORALES, an individual;
 2 SOCRRO S. MORALES, an individual;
 3 RAMON MORENO, an individual; CATE
 4 MULLIGAN, an individual; CARLOS EFREN
 5 MUÑOZ, an individual; MICAH T.
 6 MURPHY, an individual; EIREENE
 7 NEALAND, an individual; LOIS
 8 NIEUWSTAD, an individual; RICHARD
 9 OLER, an individual; AUGUST ARTHUR
 10 ORANGE, an individual; STEVEN SORIA
 11 ORNELAS, an individual; HUGH EDWARD
 12 PAINTER, an individual; DEREN PAINTER,
 13 an individual; MARIA MAGDALE
 14 GUEHASSE, an individual; ANTHONY
 15 KYLE LUKE, an individual; EMMANUEL
 16 DEREK MILLER, an individual; KATHEY
 17 OWENS, an individual; JANE RAYE
 18 PARKS-McKAY, an individual; RICHARD
 19 CHRISTOPHER PARRA, an individual; SKY
 20 SHAWN PAXTON, an individual; BEVERLY
 21 PAXTON, an individual; RONALD ITALO
 22 PELISSIER, an individual; KELLY
 23 PLESKUNAS, an individual; STANLEY
 24 PLESKUNAS, an individual; KENNETH
 25 SCOTT POLLARD, an individual; LAUREN
 26 E. RHODY, an individual; KEVIN AUBREY
 27 PRICE, an individual; ANTONIA CORTES
 28 RAMIREZ, an individual; JOSHUA
 BOWMAN, an individual; LARA KAY
 RANKIN, an individual; LISA RHODES, an
 individual; ERICA K. RILEY and RICHARD
 R. RILEY, individually and as Trustees of
 THE ESTATE OF RICHARD AND ERICA
 RILEY; SALVADOR VENEGAS
 MARTINEZ, an individual; LINDA RIVAS,
 an individual; ALEJANDRO RIVERA, an
 individual; FRANK RODRIGUEZ, an
 individual; KEITH L. RODRIGUEZ, an
 individual; AMBER HEATHER MARIE
 RONE, an individual; PAULINE JACOBS
 ROSENTHAL, an individual; ANTHONY J.
 RUSSO, an individual; CHRIS MICHAEL
 RUTLEDGE, an individual; LAURIE SAGE,
 an individual; MELISSA SALAZAR, an
 individual; REBECCA SALAZAR, an
 individual; REYNALDO SALAZAR, an
 individual; MARTHA ALICIA SALDIVAR,

1 an individual; MARIBELL S. SALINAS, an
2 individual; JAMES SALISBURY, an
3 individual; STARLETTE SANCHEZ, an
4 individual; BARBARA SERENA SANCHEZ,
5 an individual; CELIA SANCHEZ MAYES, an
6 individual; SARAH JANE TOTEMOFF, an
7 individual; DOUGLAS SANDERSON, an
8 individual; NATALIE SANDERSON, an
9 individual; JENNIFER IRENE
10 WILLIAMSON, an individual; JACOB D.
11 SANDERSON, an individual; JESSE
12 ANTHONY SANDOVAL, an individual;
13 JOHN DAVID SAVAGE, an individual;
14 EMILY DAIGLE, an individual; EVA D.
15 SCRUGGS, an individual; ALISON
16 KATHLEEN SHANKLIN POZO, an
17 individual; JUAN CARLOS POZO BLOCK,
18 an individual; LISA R. SHIRK, an individual;
19 MARK A. SHIRK, an individual; AURORE
20 SIBLEY, an individual; ORION SIBLEY, an
21 individual; RICHARD F. SORIA, individually
22 and as Trustee of the RICHARD SORIA
23 TRUST; KATHRYN ALEXIS STERN, an
24 individual; BARBARA J. STOIK, an
25 individual; KEVIN ELLIOTT GROSS, an
26 individual; NIKKI LYNN STOKES, an
27 individual; RONALD EARL SWIM,
28 individually and as Trustee of THE RONALD
AND NAM SWIM REVOCABLE LIVING
TRUST; CRYSTAL VIOLET SWITZER, an
individual; TIMOTHY YEARLEY, an
individual; MIRIAM N. TAYLOR, an
individual; PATRICIA M. THOMPSON, an
individual; WILLIAM COLLINS, an
individual; STEPHANY LOUISE
THOMPSON, an individual; MONIKE TONE,
an individual; MYRA NAVARETTE, an
individual; ROBERT FRANK TORRES, an
individual; PATRICIA K. TRAYER,
individually and as Trustee of THE JP AND
PK TRAYER FAMILY TRUST OF 1992;
YUSVIVIA ESPANTOJA TREJO, an
individual; KATHLEEN UCINSKI, an
individual; PATRICIA VALDEZ, an
individual; DAVID GUITIERREZ VARGAS,
an individual; PAULA VASQUEZ, an
individual; ZERRA RHAEL VAUGHAN, an

1 individual; SANDY ERICA VELA, an
2 individual; JOHN ALLEN VINSKY, an
3 individual; HAYLEY VICTORIA WALKER,
4 an individual; KIRK ADAM WALLIS, an
5 individual; DANIELLE RENAY WALLIS, an
6 individual; MATTHEW WEICBERGER, an
7 individual; DEVELYN LOREAL WILHELM,
8 an individual; DUQUE F. WILLIAMS, an
9 individual; ERICA D. WILLIAMS, an
10 individual; PHILIP SCOTT WILLIS, an
11 individual; STEPHEN DALE WILLIS, an
12 individual; JEFFREY L. WOOD, an
13 individual; JENNIFER RUTH WRENNE, an
14 individual; MERCY GRACE WRIGHT, an
15 individual; RUSSELL WILLIAM
16 CONSTABLE, an individual; and RAMONA
17 ZARATE, an individual;

18 Plaintiffs,

19 v.

20 MOSS LANDING POWER COMPANY,
21 LLC, a Delaware limited liability company;
22 MOSS LANDING ENERGY STORAGE 3,
23 LLC, a Delaware limited liability company;
24 VISTRA CORP., a Delaware corporation;
25 DYNEGY OPERATING COMPANY, a Texas
26 corporation; VISTRA CORPORATE
27 SERVICES COMPANY, a Texas corporation;
28 GRANITE CONSTRUCTION
COMPANY, a California corporation; LG
ENERGY SOLUTION, LTD., a South Korean
company; LG ENERGY SOLUTION
ARIZONA, INC., a Delaware stock
corporation; LG ENERGY SOLUTION
MICHIGAN, INC., a Delaware corporation;
LG ENERGY SOLUTION VERTECH, INC.,
a Delaware corporation; PACIFIC GAS AND
ELECTRIC COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

1 COME NOW PLAINTIFFS, MARY-ELIZA SCHMIDT, an individual; AUSTIN
 2 WALKER, an individual; SHERYL RENEE DAVIDSON, an individual; and BRUCE F.
 3 THOMAS, individually and as Trustee of THE BRUCE THOMAS SN TRUST; CORTNEY
 4 AGUILAR, an individual; YOUSEF O. ALBARATI, an individual; MICHELE E.
 5 ALCANTARA, an individual; ALEXANDER JULIAN ALCANTARA, III, an individual;
 6 ANYSIA ALVARADO, an individual; JILL RAEHEDRICK AMOS, an individual;
 7 ANTOINETTE AMSTEIN, an individual; JENNIFER BURROLA, an individual; EVELYN
 8 ANDREWS, an individual; LORDES MARIA ARANGO, an individual; MARY JEAN
 9 ARNOLD, individually and as Trustee of the MARY JEAN ARNOLD TRUST; THERESE M.
 10 AUSTIN, an individual; NICHOLAS ANGEL AYALA, an individual; DANIEL HOSEA
 11 BABATUNDE, an individual; MICHELLE ERIN BAKKER, an individual; KIMBERLY ROSE
 12 BAPTISTA, an individual; CLINTON ROBERT BARRY, an individual; RACHEL
 13 ALEXANDRA BARRY, an individual; SABRINA BROOKE BARRYMORE, an individual;
 14 MATTHEW D. BAUGHMAN, an individual; MATTHEW R. BAUGHMAN, an individual; JEFF
 15 BELT, an individual; MARGARET BERNIER, individually and as Trustee of the MARGARET
 16 BERNIER LIVING TRUST; MICHAEL E. BLACK, individually and as Trustee of THE BLACK
 17 FAMILY 2000 REVOCABLE TRUST; DANIEL WINSTON BLAKE, an individual; SARAH
 18 ALICE BLAKE, an individual; BRUCE BRADLEY BOWLING, an individual; MICHELLE
 19 MARIE BOWMAN, an individual; TONYISHA BRADDOCK, an individual; CHRISTOPHER
 20 JAMES BROADDUS, an individual; EVAN BRODSKY, an individual; JOHN S. BROOKS, an
 21 individual; GEOFF W. BUCKLES, an individual; TIFFANY MOORE, an individual; CHRIS
 22 LOUIS BUONOCORE, an individual; CHARLES CAIN, an individual; CHRISTINE M.
 23 CAMPOLI-SILVA, an individual; THOMAS SILVA, an individual; ALVINO CASTILLO, an
 24 individual; TIFFANY JOLENE WHEELER, an individual; MICHELLE LISA CASTRO, an
 25 individual; RICHARD CASTRO, individually and as Trustee of the RICHARD CASTRO AND
 26 ALBERT CASTRO LIVING TRUST; CURTIS SCOTT CHAFFEE, an individual; SHELLEY
 27 COST CHAFFEE, an individual; CRISTA YUNAH CHANG, an individual; CAMERON
 28 STUART CHAO, an individual; CAROLYN M. CHAPERON, an individual; CYNTHIA ANN

1 CHESEBRO, an individual; JOHN ALMANDO CHIOINO, an individual; CARRIE LYNN
 2 CHRISTENSEN, an individual; RON V. CLARKE, an individual; MICHELLE LYNNE CLARY,
 3 an individual; DANIEL CLIFTON, an individual; WILLIAM COFFEY, an individual;
 4 JENNIFER ALBERTI, an individual; CASEY OWEN CONDON, an individual; KRISTINA
 5 CONSOLE, an individual; ROBERT NESTLER, an individual; MELINDA J. CONSOLE,
 6 individually and as Trustee of the MELINDA J. CONSOLE TRUST; FABIAN I. CORIA, an
 7 individual; JOSUE CORNEJO, an individual; SANDRA ELIZABETH CORNEJO, an individual;
 8 DORIS D. CORRELL, an individual; ADELA CORTEZ, an individual; KEVIN CROWLEY, an
 9 individual; MARGARET J. CROWLEY, an individual; MICHAEL FRANCIS CROWLEY,
 10 individually and as Trustee of the MICHAEL AND PEGGY CROWLEY LIVING TRUST;
 11 CHRISTIAN JAMES CUMMING, an individual; EMILY DOREEN DAIGLE, an individual;
 12 GIUSEPPE JOSEPH DAVI, an individual; LESLIE ANN DELUCA, an individual; EDWARD
 13 BOYD DICKIE, an individual; BRUCE LEE, an individual; ROBERT DOLIVIERA, an
 14 individual; LEAH DRAKE, an individual; JEREMIAH DUMFORD, an individual; LISA
 15 DUQUE, an individual; PATRICK ANDREW EDDINGTON, an individual; EMMA
 16 EDDINGTON, an individual; IRBY ELLISTON, an individual; BRIAN SCOTT ENSLEY, an
 17 individual; TIMOTHY J. EPPERSON, an individual; CASEY EDWARD FANEUF, an
 18 individual; LAURA RUTH FEISTEL, an individual; LORIN FERGUSON, an individual; SCOTT
 19 FERGUSON, an individual; FLORENTINO ROMERO FERNANDEZ, an individual; SUZAN
 20 LEE FINE, an individual; ELAINE FISCHER, an individual; NANCY MARIE FLORES, an
 21 individual; EZEKIEL FLORO, an individual; LINDSEY ELIZABETH FODEN, an individual;
 22 SCOTT ANTHONY FREEMAN, an individual; LESLIE CAROL FRENCH-BAXTER, an
 23 individual; JEWEL SEAN YAHUT GENTRY, an individual; WENDY M. GIBBS, an individual;
 24 LINDA CAROL GILL, an individual; JOSHUA RAY GOBBELL, an individual; ELIZABETH
 25 ANN GOBLIRSCH, individually and as Trustee of THE ELIZABETH ANN GOBLIRSCH
 26 LIVING TRUST; ANDREW JONATHAN ASHWORTH, an individual; MARCOS G. GOMEZ
 27 LOPEZ, an individual; MICHAEL WARREN GOODE, an individual; SHARON SUZANNE
 28 GREENSTEIN, an individual; BRUCE KEVIN GREENSTEIN, an individual; AARON ALLEN

1 GREGG, individually and as Trustee of THE GREGG FAMILY TRUST; BONNIE J. GREY, an
 2 individual; PAUL RESE GRIFFIN, an individual; RAPHAEL ARMANDO GRIJALVA, an
 3 individual; MISTY DAWN GRIJALVA, an individual; JAMES ALLEN GULKIN, an individual;
 4 LYNN MICHELLE GULKIN, an individual; KAREN KIMBERLY HANLON SONNE, an
 5 individual; MICHAEL CHRISTOPHER HELTON, an individual; MARYANN VERONICA
 6 HERNANDEZ, an individual; CARMEN AYALA, an individual; THALIA HERNANDEZ, an
 7 individual; KAMERON HERRERA, an individual; KATHERINE L. HOLLANDER, an
 8 individual; JOHN SOTOMAYOR, an individual; LINDSEY A. SOTOMAYOR, an individual;
 9 MARGIE A. HOLLINGSWORTH, an individual; MICHAEL A. FINLEN, SR., an individual;
 10 LAURENCE PHILLIP HOLMES, an individual; DARRIN R. HOOVER, an individual; DAVID
 11 LLOYD HYLAND, an individual; ALEJANDRO IBARRA, an individual; ALEX DANIEL
 12 MICHAEL IBARRA, an individual; ALIAH DANIELLE IBARRA, an individual; DEANNA
 13 IBARRA, an individual; JAIME IRACHETA, an individual; ANDRES JACOBO BELLO, an
 14 individual; GUADALUPE S. JAIME, an individual; LISA JOANNA JARRETT, an individual;
 15 JEFFREY ALAN JELTEN, an individual; MELVIN R. JENKINS, an individual; MAUREEN S.
 16 JENKINS, an individual; GREGORY B. JOHNS, an individual; KEOCHAN KATHY
 17 JOHNSON, an individual; WILLIAM JOHN JOHNSON, an individual; YVONNE J. JOHNSON,
 18 an individual; CHRISTEN SUZANNE JONES, an individual; KARLA KONSTANCE JONES,
 19 individually and as Trustee of the JONES FAMILY TRUST; HOLLY ANNE KING, an
 20 individual; ALICIA KUHL, an individual; JOSHUA NAY, an individual; ERIC PRICE, an
 21 individual; JENNIFER LAWRENCE, an individual; ANTOINETTE YVONNE
 22 LECHTENBERG, an individual; LUCAS P. LITTLE, an individual; REBECCA JO LITTLE,
 23 individually and as Trustee of the TOM LITTLE LIVING TRUST; JOSEPHINE LOMBARDO,
 24 an individual; BELLA LUCIDO, an individual; GAETANO LUCIDO, an individual; MARIA
 25 LISA LUCIDO, an individual; PAOLO LUCIDO, an individual; MARYANNE LOMBARDO, an
 26 individual; FRANK V. LOMBARDO, an individual; VALENTINA MARIA LOMBARDO, an
 27 individual; VITTORIO ANTHONY LOMBARDO, an individual; REBECCA G. LOMELI, an
 28 individual; ANTHONY LOPEZ, an individual; RUBEN LOPEZ, an individual; CATHERINE

1 LOUISE, an individual; MARIA R. LOYOLA, individually and as Trustee of the LOYOLA
 2 FAMILY TRUST; MARILYN LYND, an individual; JAMES DISMUKES, an individual; GINA
 3 LOUISE MACIAS, an individual; LINDIE L. MALLORY, an individual; STEPHANIE DIANE
 4 MANGUS, an individual; LAWRENCE E. MANN, an individual; CATHERINE GRACE
 5 MARTIN, an individual; GABRIEL MARTINEZ, an individual; MANUEL RICHARD
 6 MARTINEZ, an individual; MARIA MERCEDES MARTINEZ, an individual; ROBERTO
 7 MARTINEZ, an individual; JENNIFER McCAHAN-FORD, an individual; JENNIFER KAY
 8 McCANN, an individual; MARCIE JO McKEARN, an individual; YESENIA MEDINA, an
 9 individual; PAUL BRANDEIS MELTZER, an individual; STEPHEN JOSEPH MENDES, an
 10 individual; DENISE MERCADO, an individual; GWENDOLYN M. MEYER, an individual;
 11 MICHAELA BARBARA MILLER, an individual; VICTORIA TORI MITCHELL, an individual;
 12 ANTHONY ANDREW MITHCELL, an individual; DALTON ANDREW MITCHELL, an
 13 individual; JANIKA MARLINA MOHAN, an individual; DEBRA ANN MONTANEZ, an
 14 individual; ALEX S. MORALES, an individual; SOCRRO S. MORALES, an individual;
 15 RAMON MORENO, an individual; CATE MULLIGAN, an individual; CARLOS EFREN
 16 MUÑOZ, an individual; MICAH T. MURPHY, an individual; EIRENE NEALAND, an
 17 individual; LOIS NIEUWSTAD, an individual; RICHARD OLER, an individual; AUGUST
 18 ARTHUR ORANGE, an individual; STEVEN SORIA ORNELAS, an individual; HUGH
 19 EDWARD PAINTER, an individual; DEREN PAINTER, an individual; MARIA MAGDALE
 20 GUEHASSE, an individual; ANTHONY KYLE LUKE, an individual; EMMANUEL DEREK
 21 MILLER, an individual; KATHEY OWENS, an individual; JANE RAYE PARKS-McKAY, an
 22 individual; RICHARD CHRISTOPHER PARRA, an individual; SKY SHAWN PAXTON, an
 23 individual; BEVERLY PAXTON, an individual; RONALD ITALO PELISSIER, an individual;
 24 KELLY PLESKUNAS, an individual; STANLEY PLESKUNAS, an individual; KENNETH
 25 SCOTT POLLARD, an individual; LAUREN E. RHODY, an individual; KEVIN AUBREY
 26 PRICE, an individual; ANTONIA CORTES RAMIREZ, an individual; JOSHUA BOWMAN, an
 27 individual; LARA KAY RANKIN, an individual; LISA RHODES, an individual; ERICA K.
 28 RILEY and RICHARD R. RILEY, individually and as Trustees of THE ESTATE OF RICHARD

1 AND ERICA RILEY; SALVADOR VENEGAS MARTINEZ, an individual; LINDA RIVAS, an
 2 individual; ALEJANDRO RIVERA, an individual; FRANK RODRIGUEZ, an individual; KEITH
 3 L. RODRIGUEZ, an individual; AMBER HEATHER MARIE RONE, an individual; PAULINE
 4 JACOBS ROSENTHAL, an individual; ANTHONY J. RUSSO, an individual; CHRIS MICHAEL
 5 RUTLEDGE, an individual; LAURIE SAGE, an individual; MELISSA SALAZAR, an individual;
 6 REBECCA SALAZAR, an individual; REYNALDO SALAZAR, an individual; MARTHA
 7 ALICIA SALDIVAR, an individual; MARIBELL S. SALINAS, an individual; JAMES
 8 SALISBURY, an individual; STARLETTE SANCHEZ, an individual; BARBARA SERENA
 9 SANCHEZ, an individual; CELIA SANCHEZ MAYES, an individual; SARAH JANE
 10 TOTEMOFF, an individual; DOUGLAS SANDERSON, an individual; NATALIE
 11 SANDERSON, an individual; JENNIFER IRENE WILLIAMSON, an individual; JACOB D.
 12 SANDERSON, an individual; JESSE ANTHONY SANDOVAL, an individual; JOHN DAVID
 13 SAVAGE, an individual; EMILY DAIGLE, an individual; EVA D. SCRUGGS, an individual;
 14 ALISON KATHLEEN SHANKLIN POZO, an individual; JUAN CARLOS POZO BLOCK, an
 15 individual; LISA R. SHIRK, an individual; MARK A. SHIRK, an individual; AURORE SIBLEY,
 16 an individual; ORION SIBLEY, an individual; RICHARD F. SORIA, individually and as Trustee
 17 of the RICHARD SORIA TRUST; KATHRYN ALEXIS STERN, an individual; BARBARA J.
 18 STOIK, an individual; KEVIN ELLIOTT GROSS, an individual; NIKKI LYNN STROKE, an
 19 individual; RONALD EARL SWIM, individually and as Trustee of THE RONALD AND NAM
 20 SWIM REVOCABLE LIVING TRUST; CRYSTAL VIOLET SWITZER, an individual;
 21 TIMOTHY YEARLEY, an individual; MIRIAM N. TAYLOR, an individual; PATRICIA M.
 22 THOMPSON, an individual; WILLIAM COLLINS, an individual; STEPHANY LOUISE
 23 THOMPSON, an individual; MONIKE TONE, an individual; MYRA NAVARETTE, an
 24 individual; ROBERT FRANK TORRES, an individual; PATRICIA K. TRAYER, individually
 25 and as Trustee of THE JP AND PK TRAYER FAMILY TRUST OF 1992; YUSVIVIA
 26 ESPANTOJA TREJO, an individual; KATHLEEN UCINSKI, an individual; PATRICIA
 27 VALDEZ, an individual; DAVID GUITIERREZ VARGAS, an individual; PAULA VASQUEZ,
 28 an individual; ZERRA RHAЕ VAUGHAN, an individual; SANDY ERICA VELA, an individual;

JOHN ALLEN VINSKY, an individual; HAYLEY VICTORIA WALKER, an individual; KIRK ADAM WALLIS, an individual; DANIELLE RENAY WALLIS, an individual; MATTHEW WEICBERGER, an individual; DEVELYN LOREAL WILHELM, an individual; DUQUE F. WILLIAMS, an individual; ERICA D. WILLIAMS, an individual; PHILIP SCOTT WILLIS, an individual; STEPHEN DALE WILLIS, an individual; JEFFREY L. WOOD, an individual; JENNIFER RUTH WRENNE, an individual; MERCY GRACE WRIGHT, an individual; RUSSELL WILLIAM CONSTABLE, an individual; and RAMONA ZARATE, an individual; (“Plaintiffs”), by and through undersigned counsel, and submit this Complaint against Defendants MOSS LANDING POWER COMPANY, LLC, a Delaware limited liability company; MOSS LANDING ENERGY STORAGE 3, LLC, a Delaware limited liability company; VISTRA CORP., a Delaware corporation; DYNEGY OPERATING COMPANY, a Texas corporation; VISTRA CORPORATE SERVICES COMPANY, a Texas corporation; GRANITE CONSTRUCTION COMPANY, a California corporation; LG ENERGY SOLUTIONS, LTD., a South Korean Company; LG ENERGY SOLUTION ARIZONA, INC., a Delaware stock corporation; LG ENERGY SOLUTION MICHIGAN, INC., a Delaware corporation; LG ENERGY SOLUTION VERTECH, INC., a Delaware Corporation; PACIFIC GAS AND ELECTRIC COMPANY, a California corporation and DOES 1 through 50, inclusive, and each of them (“Defendants”), and allege as follows:

I. INTRODUCTION

1. On or about January 16, 2025, thermal runaway occurred within an energy battery system resulting in a devastating fire at the Moss Landing Power Plant site located at 7301 State Highway 1, Moss Landing, Monterey County, California 95039 (the “Vistra Fire”). Thermal runaway, a catastrophic process that can result in smoke, fire and explosions, cannot typically be stopped by firefighting techniques used to deprive a fire of oxygen. Here the Vistra Fire will be called a “fire,” but it was in fact both a fire and a thermal runaway.

2. The Vistra Fire ignited within the 300-megawatt (“MW”) “Phase I” portion of the Vistra Moss Landing Battery Energy Storage System (“BESS”) Facility owned and operated by the Defendants (hereinafter “Moss Landing BESS” or the “Moss 300 BESS Building.” The Vistra

1 Fire originated in the Moss 300 BESS Building, a contained and roofed building that housed an
2 outdated and dangerous lithium-ion battery storage system. The fire spread rapidly and resulted
3 in toxic emissions that jeopardized the health and safety of thousands of residents and businesses
4 in the surrounding area.

5 3. The Moss Landing BESS used lithium nickel manganese cobalt oxide (“NMC”) batteries that are more prone to thermal instability than newer alternatives like lithium-ion
6 phosphate (“LFP”) batteries. Because they are safer, most energy storage projects around the
7 world have been transitioning to LFP batteries. NMC batteries undergo thermal runaway at a
8 lower temperature and release more energy from decomposition, while LFP batteries can withstand
9 higher temperatures than NMC batteries before beginning the thermal runaway process. That
10 made the Defendants’ use of a contained and roofed building to store NMC batteries much more
11 dangerous.
12

13 4. After the Vistra Fire, Vistra employees reported that the fire suppression system at
14 the Moss Landing BESS failed to work. Plaintiffs are informed and believe that the Moss Landing
15 BESS had an outdated water-based heat suppression system, that is not effective in stopping
16 thermal runaway or extinguishing lithium-ion fires. Plaintiffs are also informed and believe that
17 the Moss Landing BESS contained too many lithium-ion batteries into one enclosed space and
18 failed to use modular battery containers with proper controls and safety equipment.

19 5. By contrast, in September 2022, a fire broke out at the neighboring Tesla project,
20 which used safer and less volatile LFP batteries that were stored outside (as 99% of all lithium-ion
21 batteries are stored for safety reasons) and were in modular battery container (which the
22 Defendants did not use at the Moss Landing BESS). That fire was quickly extinguished.

23 6. The Vistra Fire, which affected 50,000 to 100,000 people in the area, led to the
24 declaration of a local state of emergency and required the evacuation of approximately 1,500
25 residents, closure of schools, major roads, and significant disruptions to daily life, commerce and
26 agricultural operations. A plume of toxic smoke and particulate matter emanating from the fire
27 spread across Monterey County and beyond, depositing ash, soot and other substances containing
28 heavy metals, on the surrounding communities, farms and public and natural spaces. Subsequent

1 sampling revealed unusually high levels of toxic metals in soils a mile from the fire at levels 100
2 to 1,0000 times higher than normal.

3 7. The Defendants knew or should have known, when designing, constructing,
4 maintaining, and otherwise operating the Moss Landing BESS that large thermal runaways, fires,
5 and explosions at similar storage sites were a significant problem worldwide. Catastrophic fires
6 and thermal runaways at BESS facilities have caused death, injury, and property damage. For
7 instance, in 2018 similar energy storage systems in Korea received global attention due to the
8 number of fires, which resulted in a five-month investigation, and lead to a country-wide
9 suspended deployment of new energy storage systems. Additionally, the Moss Landing BESS
10 suffered two previous fires, one in 2021 and one in 2022. Defendant VISTRA's own investigation
11 of those fires highlighted the deficiencies of the fire suppression system at the Moss Landing
12 BESS, yet no changes were made.

13 8. Plaintiffs are residents of communities surrounding the Moss Landing BESS who
14 were directly impacted by this catastrophe. Plaintiffs were exposed to smoke, ash, particulate
15 matter, and dangerous toxic chemicals, which led many to experience respiratory distress, eye and
16 throat irritation, headaches and other health complications as set out here. Plaintiffs' property and
17 property rights were also affected. Not only were the Plaintiffs unable to fully use and enjoy their
18 properties, but some were also entirely displaced altogether due to the mandatory evacuations and
19 dangerous conditions caused by the Vistra Fire. Plaintiffs' real and personal properties were
20 covered by soot, ash, and toxic chemicals, including heavy metals, from the fire. Plaintiffs
21 suffered, and will continue to suffer economic losses, including loss of income due to business
22 closures, expenses associated with forced evacuations, as well as future environmental mitigation
23 and remediation costs. They sue to recover compensatory damages for these harms.

24 **II. PARTIES**

25 9. At all relevant times hereto, Plaintiffs are individuals and other legal entities who
26 were/are homeowners, renters, residents, occupants, and had property and/or owned businesses in
27 Monterey County in areas impacted by the Moss Landing BESS fire.

28 10. Plaintiffs have all suffered damages, losses, and harm from the Defendants' tortious

1 actions and inactions.

2 11. Plaintiffs have elected to join their individual lawsuits in a single action under rules
3 of permissive joinder. Plaintiffs do not seek class certification or relief on any class-wide,
4 collective, or other group basis, but seek the damages and other remedies identified herein on an
5 individual basis according to proof at trial.

6 12. Defendant MOSS LANDING POWER COMPANY, LLC (“MOSS LANDING
7 POWER CO LLC”), is a limited liability company organized and existing under Delaware law,
8 with a principal address at 6555 Sierra Drive, Irving, TX 75039, and is registered to do business
9 as a foreign limited liability company in California. On information and belief, MOSS LANDING
10 POWER CO LLC had and continues to have a facility located at 7301 State Highway 1, Moss
11 Landing, Monterey County, California 95039, the location of “the fire.” MOSS LANDING
12 POWER CO LLC is a wholly owned subsidiary of Defendant VISTRA CORP., and operates the
13 Moss Landing Power Plant, including the Moss Landing BESS on behalf of Defendant VISTRA
14 CORP.

15 13. Defendant MOSS LANDING ENERGY STORAGE 3, LLC, (“MOSS LANDING
16 ENERGY STORAGE 3 LLC”) is a limited liability company incorporated and existing under
17 Delaware law with a principal address at 6555 Sierra Drive, Irving, TX 75039, and is registered to
18 do business as a foreign limited liability company in California.

19 14. Defendant VISTRA CORP. is a publicly traded stock corporation incorporated and
20 existing under Delaware law, with a principal address at 6555 Sierra Drive, Irving, TX 75039.
21 VISTRA CORP. is the owner of the Moss Landing Power Plant, including the Moss Landing BESS
22 facility.

23 15. Defendant DYNEGY OPERATING COMPANY (“DYNEGY OPERATING
24 CO”), is a corporation incorporated and existing under Texas Law and is a foreign company
25 authorized to do business in California, with a principal address at 6555 Sierra Drive, Irving, TX
26 75039. DYNEGY OPERATING CO is a wholly owned subsidiary of Defendant VISTRA CORP.
27 and is likely a managing entity of Defendant MOSS LANDING POWER CO LLC.

28 16. Defendant VISTRA CORPORATE SERVICES COMPANY (“VISTRA CORP.

SERVICES CO”) is a corporation incorporated and existing under Texas Law and is registered as a foreign corporation authorized to do business in California, with a principal address at 6555 Sierra Drive, Irving, TX 75039. VISTRA CORP. SERVICES CO is a wholly owned subsidiary of VITRA CORP. and is likely a managing entity of Defendant MOSS LANDING POWER CO LLC.

17. Defendants MOSS LANDING POWER CO LLC, MOSS LANDING ENERGY STORAGE 3 LLC; VISTRA CORP., DYNEGY OPERATING CO, and VISTRA CORPORATE SERVICES COMPANY are collectively referred to as “VISTRA DEFENDANTS.” The VISTRA DEFENDANTS are a “public utility” under Public Utilities Code sections 216(a)(1), 216(c), and 218(a)(17).

18. Defendant GRANITE CONSTRUCTION COMPANY (“GRANITE”) was, at all times relevant to this pleading, a California company authorized to do and doing business in California with its headquarters at 585 West beach Street, Watsonville, CA. GRANITE is a heavy civil construction contractor.

19. Defendant LG ENERGY SOLUTION, LTD. is a battery company headquartered in Seoul, South Korea. Upon information and belief, LG Energy Solutions, Ltd. supplied and installed the lithium-ion batteries at Moss Landing BESS.¹

20. Defendant LG ENERGY SOLUTION ARIZONA, INC. is a stock corporation incorporated and existing under Delaware Law and registered as an out-of-state stock corporation authorized to do business in California, at the time of the Vistra Fire, LG ENERGY SOLUTION ARIZONA, INC., had a principal address at 2540 N. First Street, Suite 400, San Jose, California 95131. On March 5, 2025, LG ENERGY SOLUTION ARIZONA, INC., filed a Statement of Information for Corporation changing the principal address to 335 E. Pecos Road, Queen Creek, Arizona 85140. Upon information and belief, LG ENERGY SOLUTION ARIZONA, INC. is a wholly owned subsidiary of Defendant LG ENERGY SOLUTION, LTD.

21. Defendant LG ENERGY SOLUTION MICHIGAN, INC. is a corporation

¹ [LG Energy Solution and Vistra Corp. Celebrate the Installation of the World's Largest Battery Energy Storage System at Moss Landing Media Day Event](#) (last accessed Jan. 31, 2025).

1 incorporated and existing under Delaware Law and registered to do business in California, with a
2 principal address at 1 LG Way, Holland, MI 49423. Upon information and belief, LG ENERGY
3 SOLUTION MICHIGAN, INC. is a wholly owned subsidiary of Defendant LG ENERGY
4 SOLUTION, LTD.

5 22. Defendant LG ENERGY SOLUTION VERTECH, INC. is a corporation
6 incorporated and existing under Delaware Law and registered to do business in California, with a
7 principal address at 155 Flanders Road, Westborough, MA 01581. Upon information and belief,
8 LG ENERGY SOLUTION VERTECH, INC. is a wholly owned subsidiary of Defendant LG
9 ENERGY SOLUTION, LTD.

10 23. LG ENERGY SOLUTIONS, LTD., LG ENERGY SOLUTION ARIZONA, INC.,
11 LG ENERGY SOLUTION MICHIGAN, INC., and LG ENERGY SOLUTION VERTECH, INC.,
12 are referred to collectively as “LG DEFENDANTS.”

13 24. Defendant PACIFIC GAS AND ELECTRIC COMPANY (“PG&E”) was, at all
14 times relevant to this pleading, a California corporation authorized to do and doing business in
15 California with its headquarters at 300 Lakeside Drive, Oakland, California. At all times relevant
16 to this pleading, PG&E acted to provide a utility, including electrical services, to members of the
17 public in California, including residents of Monterey County. PG&E is one of the largest
18 combination natural gas and electric utilities in the United States.

19 25. Residents and businesses in Monterey County and other places pay PG&E to
20 provide electricity through a utility infrastructure, including a network of electrical transmission
21 and distribution lines. PG&E is a “public utility” under Public Utilities Code sections 216(a)(1)
22 and 218(a).

23 26. On information and belief, VISTRA DEFENDANTS planned, built, operated, and
24 continue to operate the Moss Landing BESS facility along and in concert with the PG&E and
25 others. VISTRA DEFENDANTS’ and PG&E’s acts and omissions, as more particularly described
26 below, resulted in the Vistra Fire that harmed the Plaintiffs.

27 27. At all times relevant to this pleading, VISTRA DEFENDANTS and PG&E acted
28 to provide a utility, including electrical services, to members of the public in California, including

1 residents of Monterey County. The VISTRA DEFENDANTS and PG&E used the lithium-ion
 2 batteries manufactured by the LG DEFENDANTS to store electricity as part of an electrical
 3 distribution system serving Central, Coastal, and Northern California for the benefit of the public.

4 28. The Moss Landing BESS is connected to PG&E through an interconnection facility
 5 (“IF”) on site. As agreed, PG&E was responsible for the construction of the IF. Upon information
 6 and belief, PG&E also controls most of the Moss Landing BESS. For instance, PG&E is expressly
 7 authorized to: (1) control the type of equipment used at VISTRA’S Moss Landing facility; (2)
 8 review specifications for VISTRA’s Moss Landing facility; (3) inspect VISTRA’S Moss Landing
 9 facility; (4) require installation of certain communications items at VISTRA’S Moss Landing
 10 facility; (5) dictate operations at VISTRA’S Moss Landing facility; and (6) set VISTRA’S
 11 minimum insurance coverage at the Moss Landing facility. Also, PG&E and VISTRA have agreed
 12 to indemnify, defend, and hold the other Party harmless from acts such as those alleged in the
 13 Complaint. PG&E’s agreement with VISTRA further requires creation of a Joint Operating
 14 Committee to coordinate operating and technical considerations of Interconnection Service.

15 29. Comments by PG&E also reflect its close partnership with VISTRA. For example,
 16 PG&E stated it was “ushering in a new era of electric system reliability and delivering a vision
 17 into the future for our customers with the commissioning of the Vistra Moss Landing energy
 18 storage facility,” adding “[p]rojects like this require great partners, such as Vistra, and PG&E will
 19 continue to seek out and work with the best and brightest to provide breakthrough clean energy
 20 solutions for our customers.”

21 30. Upon information and belief, GRANITE worked in conjunction with the VISTRA
 22 DEFENDANTS as an integral part of the Moss 300 BESS Building retrofit, Moss 300 BESS
 23 design, Moss 300 BESS construction, and Moss 300 BESS battery installation.² GRANITE’s
 24 scope of work included but was not limited to: structural updates, former cooling system
 25 abandonment, elevated concrete storage decks for battery modules, fire barriers, fire water
 26

27
 28 ² <https://www.graniteconstruction.com/newsroom/moss-landing-project-offers-flexible-power-solutions> (last accessed March 27, 2025)

1 systems, electrical duct banks.³

2 31. LG DEFENDANTS are collectively one of the largest battery manufacturers in the
3 world. In 2021, their revenues were \$27.2 Billion.

4 32. The LG DEFENDANTS have one plant in Michigan and one joint venture with
5 General Motors. They are building a \$5.5 billion stand-alone battery manufacturing complex in
6 Arizona. The LG DEFENDANTS are registered to do business in California. Plaintiffs are
7 informed and believe that the LG DEFENDANTS directly and purposefully conducted business
8 with the other Defendants in California by selling, distributing, delivering, designing, and
9 installing the lithium-ion batteries at issue here to the other Defendants and coordinating and
10 planning with them.

11 33. Defendants are each jointly and severally liable to the Plaintiffs for the damages
12 Plaintiffs sustained as a direct and proximate result of Defendants' conduct, as alleged in this
13 Complaint. Plaintiffs are informed and believe and thereon allege that each of the Defendants
14 were, at all pertinent times, the agents, servants, employees, officers, directors, joint venturers,
15 and/or partners, parents, affiliates, subsidiaries, successor-in-interests, related entities, of each of
16 the other Defendants, and are each liable for their own actions and inactions.

17 34. At all times relevant to this pleading, Defendants, individually and/or jointly, were
18 the agents, servants, employees, partners, aiders and abettors, co-conspirators, and/or joint
19 venturers of each of the other Defendants; and were operating within the purpose and scope of said
20 agency, service, employment, partnership, enterprise, conspiracy, and/or joint venture; and each
21 of Defendants has ratified and approved the acts of each of the remaining Defendants. Each of
22 Defendants aided and abetted, encouraged, and rendered substantial assistance to the other
23 Defendants in breaching their obligations and duties to Plaintiffs, as alleged here. In acting to aid
24 and abet and substantially assist the commission of these wrongful acts and other wrongdoings
25 alleged here, each of Defendants acted with an awareness of his/her/its primary wrongdoing and
26 realized that his/her/its conduct would substantially assist the accomplishment of the wrongful

27
28 ³ *Id.*

1 conduct, wrongful goals, and wrongdoing or was willfully ignorant of those wrongdoings.

2 35. The names of other Defendants and/or their involvement in the events giving rise
3 to the claims alleged herein are unknown to Plaintiffs. Plaintiffs, therefore, sue such Defendants
4 by fictitious names, identified as DOES 1 through 50, inclusive. Plaintiffs will seek leave of Court
5 to amend this Complaint to reflect the true names and capacities of Defendants designated as
6 DOES 1 through 50, inclusive, when their identities and/or involvement become known.

7 **III. JURISDICTION, VENUE AND DIVISIONAL ASSIGNMENT**

8 36. Venue is proper in Alameda County because the headquarters of PG&E is in
9 Oakland, California, which is in Alameda County. Defendants also conducted business and owned
10 and/or operated utility infrastructure in Alameda County. Plaintiffs are informed and believe, and
11 thereon allege, that PG&E conducted business in Alameda County at the time it committed the
12 negligent acts and omissions that give rise to this Complaint, and Alameda County is where the
13 liability arises.

14 37. Code of Civil Procedure sections 395(a), 395.5, and 410.10 give this Court
15 jurisdiction over this matter because Defendant PG&E is incorporated in California, has its
16 headquarters in Oakland, California, resides in and does significant business in the County of
17 Alameda, engages in most of its corporate activities in California, and maintains the majority of
18 its corporate assets in California. Defendant GRANITE has its headquarters in Watsonville,
19 California, transacts the majority of its business in California, and holds significant assets in
20 California. In addition, the VISTRA DEFENDANTS reside in and do significant business in
21 California, engage in significant corporate activities in California, and maintain significant
22 corporate assets in California. Finally, the LG DEFENDANTS are licensed to do business in
23 California and do business in California. These facts render the exercise of jurisdiction over
24 Defendants consistent with the traditional notions of fair play and substantial justice.

25 38. The Alameda County Superior Court is a court of general jurisdiction and has
26 subject-matter jurisdiction over this unlimited civil case, as well as personal jurisdiction over each
27 of the Defendants.

28 ///

1 **IV. FACTS APPLICABLE TO ALL COUNTS**

2 **A. Moss Landing Power Plant**

3 39. The Moss Landing Power Plant, located in Moss Landing, California, was first
 4 designed as an electrical generation plant, and was once the largest powerplants in California with
 5 a generation capacity of 2560 MW, before its two large supercritical steam units were retired in
 6 2016. Originally commissioned in 1950, the plant has evolved over the decades and currently
 7 operates as a natural gas-fired power station with a capacity of 1,060 megawatts. In recent years,
 8 it has expanded to include two separate battery energy storage facilities: the Vistra Moss Landing
 9 BESS, and the Elkhorn Battery Facility which is owned by PG&E. Moss Landing Power Plant is
 10 the world's largest commercial electric battery energy storage site.

11 40. VISTRA ENERGY acquired the Moss Landing Power Plant in 2018 and operates
 12 both the power generating plant and the Vistra Moss Landing BESS.

13 41. The Moss Landing BESS has power lines and interconnections that allow power to
 14 flow to far-away regions. The plant is also connected to local loads and the San Jose region by
 15 transmission lines.

16 42. The Moss Landing BESS facility is co-located with the Moss Landing Power Plant,
 17 in Moss Landing's industrial area, northeast of the Highway 1 and Dolan Road intersection.
 18 Adjoining the property to the north is PG&E'S electric transmission operations and maintenance
 19 headquarters, and to the south is Dolan Road and the Moss Landing Business Park. Moss Landing
 20 Harbor lies west of the property on the other side of Highway 1.

21 43. The Moss Landing BESS facility is situated close to residential, commercial,
 22 agricultural and public properties. Residential neighborhoods, including Moss Landing and
 23 portions of Elkhorn Slough, where thousands of residents live, are located within a two-mile radius
 24 of the facility. The facility is also adjacent to businesses and agricultural operations.

25 44. The Elkhorn Slough Reserve, a protected wetland area of ecological significance,
 26 is located less than one mile from the facility. The Reserve is home to diverse wildlife and serves
 27 as a vital recreational and educational resource for the community and visitors.

28 ///

1 45. Public institutions, such as the North Monterey County Unified School District
2 campuses, are also situated within a short distance of the facility. The District serves more than
3 4,500 K-12 students, and covers a 70 square-mile area, including neighborhoods in Castroville,
4 Prunedale, Moss Landing, Aromas and parts of Salinas, California.

5 46. The area surrounding the Moss Landing Facility includes critical transportation
6 routes, including State Highway 1, which provides vital access to the region.

7 **B. The Vistra Moss Landing BESS Facility**

8 47. The Vistra Moss Landing BESS facility, located at 7301 State Highway 1, Moss
9 Landing, Monterey County, California 95039, is a large-scale lithium-ion battery storage facility
10 owned and operated by the VISTRA DEFENDANTS. Before the Vistra Fire, it had a capacity of
11 750/3,000 megawatt-hours (“MWh”), making it one of the largest energy storage sites in the world,
12 and the largest one in California.

13 48. In 2018, VISTRA ENERGY announced plans for the energy storage system at the
14 site of Moss Landing Power Plant, using the existing turbine building and existing interconnection
15 from retired steam units 6 and 7, connecting to the 500 kV grid. VISTRA ENERGY expected the
16 energy storage system to begin commercial operation by the end of 2020, pending receipt of
17 approval from the California Public Utilities Commission (CPUC).

18 49. The Moss Landing BESS facility was built by the VISTRA DEFENDANTS,
19 PG&E, GRANITE and others, in three phases.

20 50. Phase I (involved in the Vistra Fire) has a capacity of 300 MW/1,200 MWh,
21 meaning that the system can discharge up to 300 megawatts (MW) of power at its peak, and can
22 store 1,200 MWh of energy in total.

23 51. Construction of Phase I commenced in December 2019 and was completed in 2020.
24 The Phase I project had three major components: a battery energy storage system; a power
25 conversion system; and a substation. The substation would first receive energy from the electrical
26 grid; next, the energy current was converted through the power conversion system; the energy was
27 then stored within the battery energy storage until it was used during peak demand. When needed,
28 stored energy was to be routed out from the batteries through the power conversion system and

1 substation and into the electrical transmission grid.

2 52. Phase I's battery storage consisted of thousands of LG JH4 lithium-ion battery cells
3 manufactured, provided, and designed by the LG DEFENDANTS, contained in battery racks in
4 two stories of the preexisting, enclosed and roofed turbine building.

5 **Figure 1: Indoor Battery Packs at Moss Landing BESS⁴**



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20 ///

21 ///

22 ///

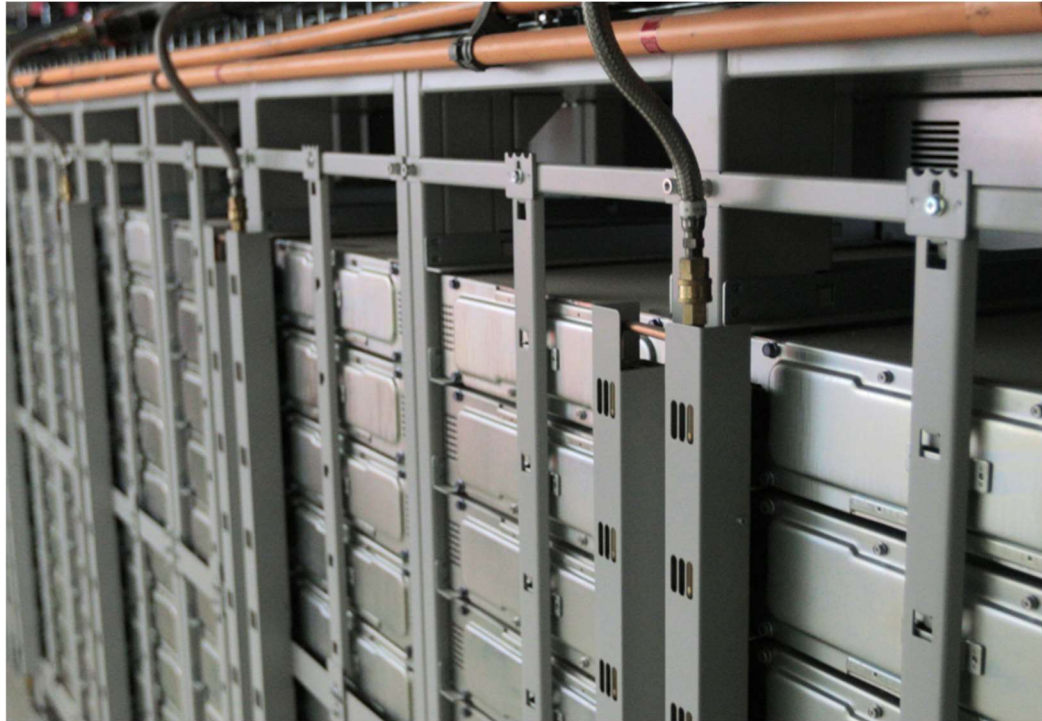
23 ///

24 ///

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26
27 ⁴ News Release, Vistra Corp., August 19, 2021, https://investor.vistracorp.com/2021-08-19-Vistra-Completes-Expansion-of-Battery-Energy-Storage-System-at-its-Flagship-California-Facility#assets_43_196-3:10 (last accessed Feb. 4, 2025 at 9:35 am PST).
28

1 **Figure 2: Backside of Indoor Battery Packs at Moss Landing BESS⁵**



15 53. Phase I is dangerously unique as one of only 1% of lithium-ion storage facilities
16 are indoors. The remaining 99% of lithium-ion storage facilities are outdoors. Placing a lithium-
17 ion storage facility indoors, like the Defendants did at Phase 1, is dangerous, a fact that the
18 Defendants knew or should have known.

19 54. The LG DEFENDANTS designed, sold and provided the NMC lithium-ion
20 batteries used to store electricity for the VISTRA DEFENDANTS and Defendant PG&E. The
21 stored electricity would then be sold to utility customers in Monterrey County and beyond.

22 55. The NMC batteries used at the Moss Landing BESS Facility, as all Defendants
23 knew or should have known, were far more dangerous and volatile than LFP batteries, particularly
24 when contained in enclosed spaces like at Moss Landing Phase I.

25 56. In fact, on September 4, 2021, nine months after coming fully online, Phase I
26

27 ⁵ News Release, Vistra Corp., August 19, 2021, [https://investor.vistracorp.com/2021-08-19-](https://investor.vistracorp.com/2021-08-19-Vistra-Completes-Expansion-of-Battery-Energy-Storage-System-at-its-Flagship-California-Facility#assets_43_196-3:10)
28 [Vistra-Completes-Expansion-of-Battery-Energy-Storage-System-at-its-Flagship-California-](https://investor.vistracorp.com/2021-08-19-Vistra-Completes-Expansion-of-Battery-Energy-Storage-System-at-its-Flagship-California-Facility#assets_43_196-3:10)
[Facility#assets_43_196-3:10](https://investor.vistracorp.com/2021-08-19-Vistra-Completes-Expansion-of-Battery-Energy-Storage-System-at-its-Flagship-California-Facility#assets_43_196-3:10) (last accessed Feb. 4, 2025 at 9:35 am PST).

1 suffered an overheating incident with multiple the LG batteries.

2 57. The Moss Landing BESS facility connected to the power grid and began operating
3 on December 11, 2020, with a capacity of 300 MW/1200 MWh. Defendants announced that Phase
4 I was operational on January 6, 2021.

5 58. In their announcement, Defendants described Phase I as follows:

6 Housed inside the power plant's completely refurbished former
7 turbine building and spanning the length of nearly three football
8 fields, Phase I of the battery system can power approximately
9 225,000 homes during peak electricity pricing periods. The system
10 is made up of more than 4,500 stacked battery racks or cabinets,
11 each containing 22 individual battery modules, which capture
12 excess electricity from the grid, largely during high solar-output
13 hours, and can release the power when energy demand is at its
14 highest and solar electricity is declining, usually early morning and
15 late afternoon.⁶

16 59. At that time, the VISTRA DEFENDANTS also thanked Defendant PG&E for the
17 "strong working relationship" backed by long-term resource adequacy contracts, which had been
18 approved by CPUC.

19 60. By August 2021, the Defendants had completed Phase II of the Moss Landing
20 BESS, which included a 100-megawatt expansion, bringing the facility's total capacity to 400
21 MW/1,600 MWh, making it the largest of its kind in the world.

22 61. On August 19, 2021, VISTRA DEFENDANTS, LG DEFENDANTS, and
23 Defendant PG&E along with federal, state, and local elected officials and business leaders attended
24 the opening of the Moss Landing BESS Phase II as guests and speakers for a ribbon-cutting
25 ceremony, news conference, and site tours.

26 62. Construction of Phase III was completed in May of 2023, and with another 350
27 MW/1,400 MWh brought the Moss Landing BESS facility's total capacity to 750 MW/3,000
28 MWh. Phase III, unlike Phase I, was constructed outside.

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⁶ News Release, Vistra Corp., January 6, 2021, <https://investor.vistracorp.com/2021-01-06-Vistra-Brings-Worlds-Largest-Utility-Scale-Battery-Energy-Storage-System-Online> (last accessed Feb. 4, 2025 at 9:38 a.m. PST).

1 **C. Dangers of Utilizing NMC Lithium-Ion Batteries for Energy Storage.**

2 63. The Moss Landing BESS facility stores power using a lithium-ion battery system,
3 using NMC technology from LG Energy Solutions. A system utilizing NMC batteries is more
4 dangerous than a system utilizing LFP batteries.

5 64. LFP batteries, unlike NMC batteries do not contain cobalt, making them less prone
6 to overheating, and thus less likely to experience thermal runaway.

7 65. Lithium-ion BESSs have the potential to pose a new and emerging threat to public
8 health and safety. Lithium batteries can overheat, creating thermal runaway, causing fire and
9 explosions, releasing hazardous materials in the form of toxic plumes and toxic runoff due to fire
10 suppression tactics. Lithium-ion batteries will overheat, catch on fire, and even explode when they
11 are damaged, improperly used, charged, or stored.

12 66. Thermal runaway is one of the primary risks related to lithium-ion batteries. It is a
13 phenomenon in which the lithium-ion cell enters an uncontrollable, self-heating state. In ideal
14 conditions, the heat can dissipate from the cell. But in thermal runaway, the lithium-ion cell
15 generates heat at a rate several times higher than the rate at which heat dissipates from the cell.

16 67. Thermal runaway is a self-accelerating reaction that can occur when the battery is
17 defective, overcharged, short-circuited, or physically damaged. Thermal runaway is the primary
18 failure mechanism for lithium-ion batteries. When oxygen mixes with the toxic flammable gases,
19 the battery cell may ignite, causing surrounding cells to do the same, leading to catastrophic
20 conditions.

21 68. If the pressure within the cell reaches a critical point, the cell can rupture, releasing
22 flammable gases and in some examples, projectiles at high speeds. These gases can combine with
23 oxygen in the air and form an explosive mixture.

24 69. Lithium-ion battery fires generate intense heat and considerable amounts of gas and
25 smoke. The gas released from BESSs is highly flammable and toxic. The type of gas released
26 depends on the battery chemistry involved but typically includes gases such as hydrogen fluoride
27 ("HF"), phosphoryl fluoride ("POF₃"), carbon monoxide ("CO"), carbon dioxide ("CO₂"),
28

1 hydrogen (“H₂”), methane (“CH₄”), ethylene (“C₂H₄”), ethylene oxide (“C₂H₄O”), and other
2 hydrocarbons.

3 70. Massive quantities of water over an extended period is the only established means
4 of preventing continuous thermal runaway in a lithium-ion battery. This can result in hazardous
5 runoff.

6 71. Lithium-ion battery-related fires generate unique and highly toxic emissions
7 compared to other types of fires. The release of toxic gases, such as HF and CO, is one of the most
8 critical concerns in lithium-ion battery related fires. HF is especially dangerous, with an
9 immediate danger to life or health (IDLH) concentration of 0.025 g/m (30 parts per million [ppm])
10 and a lethal 10-minute toxicity level (AEGL-3) of 0.0139 g/m (170 ppm). Acute exposure to HF
11 can lead to severe respiratory damage, burns, and systemic toxicity. Other gases, including CO
12 and HCN, have been detected in concentrations exceeding occupational safety thresholds,
13 emphasizing the health risks.

14 72. Particulate matter (PM) released during lithium-ion battery-related fires contains
15 harmful metals such as cobalt, aluminum, copper, lithium, manganese, nickel, and zinc. These
16 metals can contaminate the surrounding environment, including soil and water. Ambient PM is
17 linked to respiratory and cardiovascular diseases, and its inhalation represents a significant health
18 risk. In addition, the release of polycyclic aromatic hydrocarbons (PAHs) poses long-term health
19 concerns due to their carcinogenic nature.

20 73. Fires at facilities like the Moss Landing BESS raise concerns about potential
21 environmental contamination. Toxic substances such as HF, CO, smoke, and fine PM can affect
22 air quality and pose significant risks to nearby residents. Wet and dry deposition of the gases,
23 chemicals, and heavy metals in these plumes, can infiltrate soil and water bodies, leading to further
24 environmental degradations. Contaminants from the fire are persistent and pose long-term risks
25 to ecosystems and public health.

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1 **D. The Vistra Fire and Its Immediate Impacts**

2 74. On January 16, 2025, at or around 3:00 p.m., the Vistra Fire broke out at the 300-
3 MW Phase I portion of the Moss Landing BESS facility. By 5:35 p.m., flames were reported on
4 the roof of the facility. The fire burned through the night and flared up again the next day.

5 **Figure 3 – Moss Landing Lithium Battery Facility Fire⁷**



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⁷ Credit: CBS News Bay Area

Figure 4 – Moss Landing Lithium Battery Facility Fire⁸



75. Despite the presence of a built-in heat suppression system, the system failed to prevent thermal runaway in the battery system and the resulting fire spread uncontrollably.

76. The failure of the Moss Landing BESS's heat and fire suppression system significantly hindered efforts to contain the fire. Designed to prevent such catastrophic incidents, the system's malfunction, in conjunction with the facility design that placed thousands of batteries prone to thermal runaway close together in an enclosed space, allowed the fire to spread rapidly, causing extensive damage and releasing large quantities of smoke, ash and toxic emissions.

77. Firefighters faced significant challenges in addressing the blaze due to the unique hazards posed by lithium-ion battery fires. Lithium-ion batteries contain flammable electrolytes that, when overheated, can cause thermal runaway. Traditional firefighting methods, such as applying water or foam, were deemed ineffective because they can react with the chemicals in the batteries, producing toxic gases like HF or potentially causing explosions. Additionally, lithium-

⁸ Credit: Monterey County

1 ion battery fires generate extreme heat and can reignite even after appearing extinguished, making
2 them particularly difficult to control.

3 78. These conditions were exacerbated by the Defendants use of NMC batteries that
4 are more volatile than newer alternatives LFP batteries as well as the batteries being stored in an
5 enclosed structure as opposed to safer modular battery containers.

6 79. Responding firefighters did not engage the blaze directly due to the high risk of
7 explosion and the toxicity of the emissions, opting instead to let the fire burn itself out over several
8 days.

9 **Figure 5 – Moss Landing Lithium Battery Facility Fire⁹**



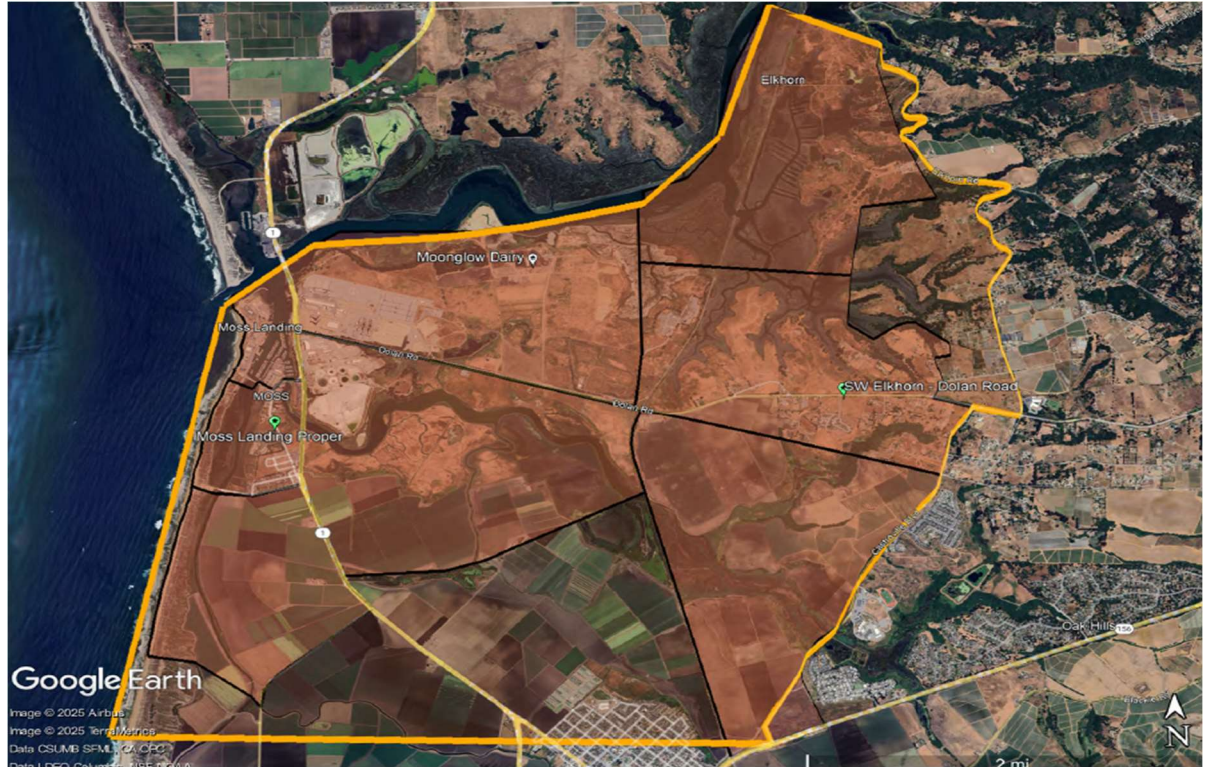
23
24 80. The Vistra Fire released significant amounts of smoke, PM, toxic gases, including
25 HF, CO, and other hazardous compounds associated with lithium-ion battery combustion.

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27
28 ⁹ Credit: KPIX

81. The fire and the associated toxic chemical plume had a catastrophic effect on communities surrounding the facility, disrupting life and business.

Figure 6 – Moss Landing Two-Mile Evacuation Zone



82. On January 16, 2025, around 10:30 p.m., Monterey County authorities issued evacuation orders for approximately 1,200 to 1,500 residents in the Moss Landing and the Elkhorn Slough communities.

83. Residents were instructed to leave their homes immediately due to the toxic smoke emanating from the Moss Landing BESS. Additional evacuation orders were issued on January 17, 2025, at 8:00 a.m., expanding the evacuation zone to include areas within a two-mile radius of the Moss Landing BESS facility. These orders caused significant disruption to residents and businesses, forcing many to seek temporary shelter, arrange emergency accommodations, and incur unexpected expenses.

84. The North Monterey County Unified School District announced closures early on January 17, 2025, citing concerns over air quality and safety for students and staff.

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1 85. The Elkhorn Slough Reserve was closed from January 17-21, 2025, due to the
2 evacuation order and subsequent potential risks from the Vistra Fire.

3 86. On January 16, 2025, residents in surrounding counties, including Santa Cruz and
4 San Benito, were advised to stay indoors, close windows and doors, and turn off ventilation
5 systems to minimize exposure to hazardous air. This advisory was reiterated on January 17, 2025,
6 as smoke and toxic emissions persisted.

7 87. Due to safety concerns from toxic smoke and limited visibility, at or around 5:52
8 p.m. on January 16, 2025, officials closed State Highway 1. The Highway was not reopened until
9 January 19, 2025, at 5:00 p.m. These disruptions significantly impacted commuters and transport-
10 dependent businesses, leading to delays, rerouting of freight traffic, and compounding economic
11 losses for local enterprises. The closures also heightened logistical challenges for emergency
12 services and residents attempting to access essential resources.

13 88. Residents of nearby communities, including the Plaintiffs, were exposed to smoke
14 and toxic emissions. Many experienced respiratory distress, eye and skin irritation, headaches,
15 nose bleeds, and other physical symptoms due to the exposure.

16 89. Defendants knew or should have known of the significant risks posed by the storage
17 and operation of large-scale lithium-ion batteries, including the potential for thermal runaway,
18 catastrophic fires and toxic emissions.

19 90. Defendants failed to implement adequate safety measures, fire prevention
20 protocols, and emergency response plans to mitigate the known risks associated with lithium-ion
21 battery storage, causing substantial damage to the Plaintiffs.

22 91. As of the time of filing of this Complaint, local and state environmental agencies
23 are still assessing the immediate and the long-term impacts of the Vistra Fire.

24 **E. Deposition of Heavy Metals Caused by the Vistra Fire**

25 92. Research scientists at San José State University's Moss Landing Marine
26 Laboratories (MLML) have detected unusually high concentrations of heavy-metal nanoparticles
27
28

1 in marsh soils at Elkhorn Slough Reserve following the recent fire at the nearby Vistra Power
2 Plant's lithium-ion battery storage facility.¹⁰

3 93. The media advisory stated that "[a]s part of a decade-long monitoring program of
4 the Elkhorn Slough estuary ... field surveys, conducted within a radius of approximately two miles
5 from the power plant, measured a dramatic increase in marsh soil surface concentration (hundreds
6 to thousand-fold) of the three heavy metals Nickel, Manganese and Cobalt. These nanoparticles
7 are used in cathode materials for lithium-ion batteries, ... "NMC" ... , clearly connecting the
8 occurrence of the heavy metals to airborne cathode material from the Vistra battery fire. These
9 heavy metals will chemically transform as they move through the environments and potentially
10 through the food web, affecting local aquatic and terrestrial ecosystems."¹¹

11 94. Monterey County issued an update related to soil screening stating that
12 "[p]reliminary soil screening of specific sites near the Moss Landing Vistra Power Plant Fire area
13 was conducted by the California Department of Toxic Substances Control (DTSC) on January 24,
14 2025, in consultation with County of Monterey officials. DTSC personnel used an X-Ray
15 Fluorescence Spectrometer (XRF) instrument to screen surface soils for heavy metals, specifically
16 cobalt, nickel, copper, and manganese.¹² XRF Scans showed elevated levels of Cobalt, Nickel,
17 Copper, and Manganese at all locations except XRF Site 3 where only Nickel and Copper and
18 XRF 5 where Nickel was not detected."¹³

19 95. The County's preliminary XRF scans for Cobalt exceeded United States
20 Environmental Protection Agency (EPA) carcinogenic target risk from inhalation screening levels
21
22
23

24 ¹⁰ San Jose State University, Media Advisory. January 27, 2025

25 ¹¹ *Id.*

26 ¹² Moss Landing Fire Update: Soil Screening Data Summary County of Monterey Health
27 Department, Environmental Health Bureau January 31, 2025. [Moss Landing Fire Update: Soil
Screening Data Summary County of Monterey Health Department, Environmental Health
Bureau January 31, 2025 | County of Monterey, CA](#) (last accessed Feb. 3, 2025).

28 ¹³ DTSC has not thoroughly analyzed or validated these results, which should not be interpreted
as final or conclusive.

1 for residential soil at XRF Sites 7 and 8; and XRF Sites 1, 2, 4, and 5 exceeded EPA
2 noncarcinogenic target hazard index screening level for children in residential soil.^{14,15}

3 96. Preliminary XRF scans for Nickel and Copper exceeded EPA carcinogenic target
4 risk from inhalation screening levels for residential soil at XRF Site 8.¹⁶

5 97. Preliminary XRF scans for Manganese exceeded EPA noncarcinogenic target
6 hazard index screening level for children in residential soil at XRF Site 8.¹⁷

7 98. Independent wipe testing of Plaintiff Schmidt's boat which was docked in slip B137
8 in Moss Landing Harbor, (upon which her family including minor children reside), showed
9 elevated levels Aluminum, Cobalt, Copper, Lead, Lithium, Manganese, and Nickel.¹⁸

10 99. The levels of Cobalt in the wipe samples collected from Plaintiff Schmidt's boat
11 are of significant concern, with a range of 68 to 580 µg/wipe reported from samples collected on
12 January 29, 2025, twelve days after the Vistra Fire was contained.

13 100. Independent soil testing of Plaintiff Davidson's property located at 9150 Holly Hill
14 Drive, Salinas, California, approximately 7.5-miles east of the Vistra Fire, showed elevated levels
15 Aluminum, Copper, Lead, Lithium, Manganese, and Nickel.¹⁹ Soil samples were collected on
16 January 29, 2025, twelve days after the Vistra Fire was contained.

17 101. Independent wipe testing of Plaintiff Davidson's property showed elevated levels
18 Aluminum, Cobalt, Copper, Lead, Lithium, Manganese, and Nickel.²⁰ Wipe samples were
19 collected on January 29, 2025, twelve days after the Vistra Fire was contained.

20 102. The levels of Cobalt in the wipe samples collected from Plaintiff Davidson's
21 property are of significant concern, with a range of 13 to 260 µg/wipe reported.

22 _____
23 ¹⁴ Moss Landing Fire Update, *supra* note 7.

24 ¹⁵ Note: parts per million (ppm) = milligrams per kilogram (mg/kg).

25 ¹⁶ Moss Landing Fire Update, *supra* note 7.

26 ¹⁷ Moss Landing Fire Update, *supra* note 7.

27 ¹⁸ LA Testing Analytical Report, Moss Landing – Moss Landing Harbor Slip B137 “Lady
28 Munroe.” January 31, 2025.

¹⁹ LA Testing Analytical Report, Moss Landing – Moss Landing – 9150 Holly Hill Dr, Salinas.
January 31, 2025.

²⁰ LA Testing Analytical Report, Moss Landing – Moss Landing – 9150 Holly Hill Dr, Salinas.
January 31, 2025.

1 **F. Damages to Plaintiffs Caused by Defendants' Acts and Omissions**

2 103. Defendants' tortious conduct has caused the Plaintiffs to suffer harm, injuries, and
3 damages including, but not limited to, those identified below.

4 104. The fire resulted in the release of massive plumes of smoke, ash and toxic chemicals
5 into the surrounding communities. Those exposed to these emissions have suffered, and continue
6 to suffer from inconvenience, annoyance, and personal discomfort. That inconvenience, personal
7 discomfort, and annoyance is including, but not limited to, nasal and eye irritation, difficulty
8 breathing, headaches, nosebleeds, sore/scratchy throat, lung congestion, fatigue, runny nose/nasal
9 drip, burning lungs, dizziness, shortness of breath, unexplained discharge of blood, sores, metal
10 taste, inability to focus, unusual smells, lung irritation, and skin irritation. Many have sought
11 medical help for their symptoms. Those with respiratory disorders have seen these conditions
12 exacerbated.

13 105. In addition, Plaintiffs' mental health has been adversely impacted because by the
14 injury to the peaceful enjoyment of the property that they occupied, and Plaintiffs have suffered
15 fear, severe emotional distress, anxiety, and mental anguish.

16 106. Due to the fire, approximately 1,500 residents of Monterey County were abruptly
17 ordered to evacuate from their homes. Some Plaintiffs were among these evacuees. Many have
18 had to leave their homes for considerable periods of time. In addition to suffering the trauma and
19 inconvenience associated with a sudden evacuation from their homes, Plaintiffs have incurred
20 evacuation and alternative living expenses as well as cleanup costs.

21 107. With schools closing on January 17, 2025, parents were forced to take time off from
22 work to care for their children, losing wages and/or having to use their vacation and sick time.

23 108. Plaintiffs that work in the areas affected by the fire and the chemical plume have
24 been unable to work or derive income during the event and its aftermath.

25 109. Soot, ash, debris, PM, heavy metals and other substances from the fire deposited
26 on real and personal property of the Plaintiffs, and have caused staining, damage to paint and
27 exterior surfaces, soil, and contamination of HVAC systems, necessitating costly repairs, cleaning
28 and remediation of the properties.

1 110. Plaintiffs have suffered and continue to suffer from heavy metal deposition from
2 the fire onto their property.

3 111. Gardens, agricultural fields, and outdoor amenities were similarly impacted. Due
4 to the hazardous nature of the chemicals associated with lithium-ion battery fires, soil testing will
5 be required to assess and mitigate contamination. Those Plaintiffs with groundwater wells will
6 require long-term groundwater testing and monitoring as the heavy metals that were deposited on
7 structures, foliage, vehicles, etc. from the Vistra Fire can be redeposited via washing and
8 precipitation to soil and can migrate through the soil causing groundwater contamination.

9 **V. CLAIMS ALLEGED**

10 **A. Count I: Strict Liability for Ultrahazardous Activities**
11 **(Against All Defendants)**

12 112. Plaintiffs adopt and incorporate Paragraphs 1-111 as if fully set forth here.

13 113. The operation of a large-scale lithium-ion battery storage facility involves
14 ultrahazardous activities that pose significant risks to public health and safety.

15 114. Operation of a large-scale lithium-ion battery storage facility, especially one
16 utilizing NMC batteries which are more prone to catch fire, creates a high degree of risk to the
17 surrounding community. As shown by the January 16, 2025, fire and chemical plume, even a
18 small incident at the facility had the potential to result in widespread harm, including the release
19 of toxic chemicals that endangered the health of thousands of residents in Moss Landing and other
20 surrounding areas.

21 115. The harm caused by the lithium-ion battery fire includes severe health effects,
22 property damage, and prolonged disruption to the lives and livelihoods of those affected.

23 116. Despite safety protocols and fire suppression systems, risks associated with the
24 operation of a large-scale lithium-ion battery storage facility cannot be fully eliminated through
25 the exercise of reasonable care. The inherent risks of chemical reactions, especially in NMC
26 batteries, including thermal runaway, remain present even with the implementation of safety
27 measures.

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1 117. Operation of a large-scale lithium-ion battery storage facility, that is enclosed and
 2 utilizes NMC batteries, near residential neighborhoods and businesses is not a common or
 3 appropriate activity. The Moss Landing BESS facility was near a densely populated area,
 4 increasing the potential harm to the community in the event of an incident.

5 118. While BESS facilities may serve a commercial purpose, the extreme danger posed
 6 by these facilities, as demonstrated by the catastrophic event on January 16, 2025, far outweighs
 7 any value it may provide to the community. The resulting health hazards, evacuations, business
 8 closures, and environmental damage underscore the ultrahazardous nature of Defendants'
 9 operations.

10 119. Because the operation of a large-scale lithium-ion battery storage facility is an
 11 ultrahazardous activity, Defendants are strictly liable for any harm proximately resulting from
 12 these activities.

13 120. As a direct and proximate result of Defendants' engagement in ultrahazardous
 14 activities, Plaintiffs suffered injuries, damages and losses, including, but not limited to, those
 15 damages previously described.

16 121. Accordingly, Plaintiffs each seek damages to be determined, on an individual basis,
 17 according to proof at trial, including, but not limited to, compensatory damages for medical care,
 18 pain and suffering, emotional anguish, injury to real and personal property, remediation costs, loss
 19 of income, relocation and evacuation expenses, and substantial interference with their use and
 20 enjoyment of their properties.

21 **B. Count II: Strict Product Liability**
 22 **(Against All Defendants)**

23 122. Plaintiffs adopt and incorporate Paragraphs 1-111 as if fully set forth here.

24 123. Plaintiffs are informed and believe that the lithium-ion batteries designed,
 25 manufactured, and sold by the LG Defendants in this case were defectively manufactured, leading
 26 to thermal runaway and resulting in the Moss Landing BESS facility fire on January 16, 2025.

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1 124. Plaintiffs are informed and believe that the lithium-ion batteries designed and sold
2 by LG Defendants in this case were defectively designed, leading to thermal runaway and resulting
3 in the Vistra Fire on January 16, 2025.

4 125. Plaintiffs are informed and believe that the lithium-ion batteries designed and sold
5 by the LG DEFENDANTS were distributed without adequate instructions or warnings of the
6 potential for harm for thermal runaway, resulting in the Moss Landing BESS facility fire on
7 January 16, 2025.

8 126. Plaintiffs are informed and believe that the lithium-ion batteries designed and sold
9 by the LG DEFENDANTS were substantially the same at the time of the fire as when they left
10 LG's possession. Furthermore, Plaintiffs are informed and believe that the lithium-ion batteries
11 were used or misused in a way that was foreseeable—they were placed in battery racks at the Moss
12 Landing BESS facility to store electricity reserves for use during peak hours, per the facility
13 design. Plaintiffs further are informed and believe that the manufacture and design of the lithium-
14 ion battery was a substantial factor in causing the initial fire and subsequent harm experienced by
15 Plaintiffs.

16 127. Plaintiffs are informed and believe that VISTRA DEFENDANTS collaborated with
17 LG DEFENDANTS in the manufacture and design of the batteries responsible for the Vistra Fire.
18 VISTRA DEFENDANTS purchased 110,000 batteries from LG DEFENDANTS for the Moss
19 Landing BESS facility, and were in the unique position to both benefit from the creation of the
20 Moss Landing BESS facility AND to influence the manufacturing and design of the batteries for
21 the facility.

22 128. Plaintiffs are informed and believe that VISTRA DEFENDANTS collaborated with
23 GRANITE, LG DEFENDANTS, Defendant PG&E and others in the defective facility design and
24 construction of the Moss Landing BESS facility, which included stacking thousands of NMC
25 lithium-ion batteries in racks in an enclosed space, without adequate heat shielding, nor fire safety
26 mechanisms, leading to thermal runaway and the fire on January 16, 2025.

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1 129. Plaintiffs are informed and believe that VISTRA DEFENDANTS failed to offer
2 adequate warning to the general public regarding the dangers posed by a massive, enclosed NMC
3 lithium-ion battery storage facility in a populated area.

4 130. Plaintiffs are informed and believe that Defendant PG&E collaborated with
5 VISTRA and LG DEFENDANTS on the manufacture and design of the batteries responsible for
6 the Vistra Fire, as well as the design and creation of the Moss Landing BESS facility.

7 131. Plaintiffs allege that Defendant PG&E failed to provide adequate warnings to the
8 community regarding the risks of having a massive, enclosed NMC lithium-ion BESS facility in a
9 populated area.

10 132. Defendant PG&E is the sole purchaser and distributor of the power stored at the
11 Moss Landing BESS facility. As such, Defendant PG&E is in a unique position to financially
12 benefit from the faulty LG batteries. PG&E was integral to the design and existence of the Moss
13 Landing BESS battery storage facility, and had a substantial ability to influence the battery
14 manufacturing and design and the facility design to ensure safety.

15 133. The risk of fire was reasonably foreseeable at an enclosed, massive battery storage
16 facility. Lithium-ion batteries are well known to have issues with thermal runaway, resulting in
17 ignition. In fact, the Moss Landing BESS facility has previously experienced at least two fires or
18 “overheating” events since 2020.

19 134. Plaintiffs allege that they were injured by the defects in manufacturing and design
20 when the batteries caught fire, spewing toxins and PM into the air, and that there were inadequate
21 warnings regarding the risks of having a massive, enclosed BESS facility in a populated area.

22 135. It was reasonably foreseeable that in the event of a fire at the Moss Landing BESS
23 facility, that residents in the surrounding area would be injured and their property would be
24 damaged by toxins and particulate matter released from the fire. The risks of catastrophic fire did
25 not outweigh the potential benefits.

26 136. Accordingly, Plaintiffs each seek damages to be determined, on an individual basis,
27 according to proof at trial, including, but not limited to, compensatory damages for medical care,
28 pain and suffering, emotional anguish, injury to real and personal property, remediation costs, loss

1 of income, relocation and evacuation expenses, and substantial interference with their use and
2 enjoyment of their properties.

3 **C. Count III: Inverse Condemnation**

4 **(Against Vistra and PG&E Defendants Only)**

5 137. Plaintiffs adopt and incorporate Paragraphs 1-111 as if fully set forth here.

6 138. On January 16, 2025, Plaintiffs were the owners of real property and personal
7 property in the area of the Moss Landing BESS facility.

8 139. Prior to and on January 16, 2025 the VISTRA DEFENDANTS and PG&E had each
9 designed, constructed, installed, operated, controlled, used, and/or maintained the facilities, lines,
10 wires, battery storage, and/or other electrical equipment within PG&E's and VISTRA's utility
11 infrastructure, including the transmission and distribution lines in and around the location of Moss
12 Landing, to provide electrical services to large swaths of the public.

13 140. Prior to and on January 16, 2025, Defendants knew that the battery storage and
14 electrical equipment within PG&E's and VISTRA's electrical-utility infrastructure (as deliberately
15 designed and constructed) could ignite a fire, go into thermal runaway, destroy property, and cause
16 toxic chemicals to inundate the surrounding communities. Accordingly, VISTRA AND PG&E
17 knew the risks and dangers of their electrical equipment and battery storage and the need for proper
18 maintenance, upkeep, design, and battery choice.

19 141. These inherent risks were realized on January 16, 2025, when the Vistra Fire
20 erupted, which resulted in the taking of Plaintiffs' real property and/or private property.

21 142. This taking was legally and substantially caused by Defendants' actions and
22 inactions in designing, constructing, installing, operating, controlling, using, and/or maintaining
23 the facilities, lines, wires, battery storage, and/or other electrical equipment within PG&E's and
24 VISTRA's utility infrastructure.

25 143. Plaintiffs have not been adequately compensated, if at all, for this taking.

26 144. Plaintiffs also seek, under Code of Civil Procedure section 1036, to recover all
27 reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and
28 engineering fees, incurred because of this proceeding in the trial court and/or in any appellate

proceeding in which Plaintiffs prevail on any issue.

D. Count IV: Negligence
(Against All Defendants)

145. Plaintiffs adopt and incorporate Paragraphs 1-111 as if fully stated here.

146. As operators large-scale lithium-ion battery storage facility, Defendants, who have superior knowledge of the dangers associated with lithium-ion battery fires, owed the Plaintiffs a non-delegable duty to conduct their operations in a safe manner, including a duty to design, maintain and operate their Moss Landing BESS facility safely, in a manner that protected the public, including the Plaintiffs, from chemical exposure and environmental hazards.

147. Defendants' duties included but were not limited to a duty to ensure proper safety protocols, fire prevention measures, and storage and handling procedures to mitigate the risk of chemical reactions, explosions and harmful emissions of toxic substances.

148. Defendants knew or should have known that NMC batteries can overheat, creating thermal runaway, can cause fire and explosions, and can cause releases of hazardous materials in the form of toxic plumes.

149. Defendants knew or should have known that NMC batteries were prone to fires.

150. Defendants knew or should have known that storing NMC batteries in an enclosed structure was dangerous.

151. Defendants breached duties owed to the Plaintiffs by, among other things:

- a. Failing to design, operate, maintain, and/or repair their Moss Landing BESS facility in such a way as to ensure its safe and proper operation;
- b. Failing to monitor and mitigate risks associated with NMC lithium-ion battery storage;
- c. Failing to implement adequate safety protocols to prevent overheating and fires;
- d. Failing to maintain a functional fire suppression system;
- e. Failing to construct a functional/sufficient fire suppression system;
- f. Falling below industry standards in designing, constructing, and operating a BESS.

1 g. Failing to ensure proper procedures or systems for timely identifying any
2 malfunctions or limitations of the facility's fire suppression system;

3 h. Failing to ensure proper safety procedures in the event of a fire suppression
4 system malfunction;

5 i. Failing to prevent runaway chemical reactions at their facility;

6 j. Failing to warn Plaintiffs and the public of the risks associated with the facility;

7 k. Igniting large volumes of chemicals in such a way that tens of thousands of
8 people were likely to be exposed; and

9 l. Any other negligent acts and/or omissions which may be discovered and proven
10 at the trial of this matter.

11 152. As the direct and proximate result of the Defendants' negligence, significant
12 quantities of ash, soot, smoke and toxic chemicals were released into the surrounding communities
13 and harmed the Plaintiffs.

14 153. The harm to the Plaintiffs was reasonably foreseeable.

15 154. Plaintiffs have suffered injuries, damages and losses, including, but not limited to,
16 those damages previously described. Such harms were unique to each Plaintiff and different from
17 damages suffered by other Plaintiffs.

18 155. Accordingly, Plaintiffs each seek damages to be determined, on an individual basis,
19 according to proof at trial, including, but not limited to, compensatory damages for medical care,
20 pain and suffering, emotional anguish, injury to real and personal property, loss of income and
21 relocation and evacuation expenses.

22 **E. Count V: Private Nuisance**
23 **(Against All Defendants)**

24 156. Plaintiffs adopt and incorporate Paragraphs 1-111 as if fully stated here.

25 157. Plaintiffs are in lawful possession of their property.

26 158. Defendants owned, constructed, designed, maintained, operated, and otherwise
27 controlled the Moss Landing BESS facility.

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1 159. Defendants' negligent, reckless, intentional and/or abnormally dangerous actions
2 and inactions created conditions and/or permitted conditions to exist that were harmful to health,
3 offensive to the senses, obstructed and/or entirely prevented free use of property, as to substantially
4 interfere with the comfortable use and enjoyment of property by persons of ordinary sensibilities.

5 160. These conditions, including, but not limited to, soot, smoke, ash, debris, particulate
6 matter, and other toxic chemicals materially and significantly interfered with Plaintiffs' right of
7 use and quiet enjoyment of their property in a way unique to each Plaintiff.

8 161. Plaintiffs' enjoyment of life and property has been rendered materially
9 uncomfortable and annoying. As the result of the fire Plaintiffs were subjected to noxious fumes,
10 toxic chemicals, and unsafe air quality, which rendered their homes and properties unfit for
11 occupancy and use.

12 162. Those exposed to these emissions have suffered, and continue to suffer damages
13 from inconvenience, annoyance, and personal discomfort. That inconvenience, personal
14 discomfort, and annoyance is including, but not limited to, nasal and eye irritation, difficulty
15 breathing, headaches, nosebleeds, sore/scratchy throat, lung congestion, fatigue, runny nose/nasal
16 drip, burning lungs, dizziness, shortness of breath, unexplained discharge of blood, sores, metal
17 taste, inability to focus, unusual smells, lung irritation, and skin irritation. Many have sought
18 medical help for their symptoms. Those with respiratory disorders have seen these conditions
19 exacerbated.

20 163. In addition, Plaintiffs' mental health has been adversely impacted because by the
21 injury to the peaceful enjoyment of the property that they occupied, and Plaintiffs have suffered
22 fear, severe emotional distress, anxiety, and mental anguish.

23 164. At no time did the Plaintiffs consent to the Defendants' actions and inactions in
24 creating these conditions.

25 165. As a direct and proximate result of the Defendants' creation of the nuisance,
26 Plaintiffs have suffered injuries, damages and losses. Such harms were unique to each Plaintiff
27 and different from damages suffered by other Plaintiffs.

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1 166. Accordingly, Plaintiffs each seek damages to be determined, on an individual basis,
 2 according to proof at trial, including, but not limited to compensatory damages for injury to
 3 property and interference with its use and enjoyment, and damages for physical discomfort, loss
 4 of peace of mind, unhappiness and annoyance caused by the nuisance.

5 **F. Count VI: Trespass To Real Property and Chattel**
 6 **(Against All Defendants)**

7 167. Plaintiffs adopt and incorporate Paragraphs 1-111 as if fully set forth here.

8 168. Plaintiffs are in lawful possession of their properties.

9 169. As a result of the conduct and activities of the Defendants, contaminants from the
 10 fire have and continue to physically intrude onto and wrongfully enter Plaintiffs' properties,
 11 thereby interfering with the Plaintiffs' possessory interests in their properties without Plaintiffs'
 12 permission.

13 170. The physical intrusion of the contaminants emitted by Defendants onto and into the
 14 Plaintiffs' properties has physically injured and damaged Plaintiffs' properties by contaminating
 15 the soil, fixtures, structures and other physical aspects of Plaintiffs' properties. Also, Defendants'
 16 trespass to Plaintiffs' personal property physically injured and damaged Plaintiffs' personal
 17 properties by contaminating the properties, fixtures, structures, and other physical aspects of
 18 Plaintiffs' personal properties This would not have occurred but for the actions of the Defendants.

19 171. The physical intrusion of the contaminants onto and into the properties owned by
 20 the Plaintiffs diminished the value of Plaintiffs' real properties.

21 172. The trespass caused Plaintiffs to suffer, and continue to suffer, from inconvenience,
 22 annoyance, and personal discomfort. That inconvenience, personal discomfort, and annoyance is
 23 including, but not limited to, nasal and eye irritation, difficulty breathing, headaches, nosebleeds,
 24 sore/scratchy throat, lung congestion, fatigue, runny nose/nasal drip, burning lungs, dizziness,
 25 shortness of breath, unexplained discharge of blood, sores, metal taste, inability to focus, unusual
 26 smells, lung irritation, and skin irritation. Many have sought medical help for their symptoms.
 27 Those with respiratory disorders have seen these conditions exacerbated.

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1 173. In addition, Plaintiffs' mental health has been adversely impacted by the injury to
2 the peaceful enjoyment of the property that they occupied, and Plaintiffs have suffered fear, severe
3 emotional distress, anxiety, and mental anguish.

4 174. Defendants' trespass was the actual and proximate cause of the Plaintiffs' damages
5 and losses including, but not limited to, diminution of the value and marketability of their
6 properties and their property rights; the loss of use of their properties; the loss of use and enjoyment
7 of their properties; and discomfort, inconvenience and annoyance. Defendants are thus liable for
8 the compensatory damages to the Plaintiffs, to be determined on an individual basis, according to
9 proof at trial.

10 **G. Count VII: Civil Battery**
11 **(Against All Defendants)**

12 175. Plaintiffs adopt and incorporate Paragraphs 1-111 as if fully set forth here.

13 176. The release of the harmful chemicals from the Moss Landing BESS fire caused
14 exposure and therefore harmful and offensive contact with the Plaintiffs.

15 177. Defendants knew or should have known that the chemicals released from the
16 lithium-ion battery fire were substantially certain to cause bodily contact, injury, damage, or
17 harmful and offensive contact with the Plaintiffs.

18 178. Plaintiffs did not consent to the bodily contact, injury, damage, or harmful and
19 offensive contact.

20 179. Defendants' conduct that caused the harmful and offensive contact was intentional,
21 or at least grossly or culpably negligent conduct, or wanton and reckless conduct. Defendants'
22 unauthorized contact has actually and reasonably offended a sense of personal dignity of the
23 Plaintiffs.

24 180. As a direct and proximate result of Defendants' battery, Plaintiffs have suffered
25 damages.

26 181. Defendants are thus liable for the compensatory damages to Plaintiffs, to be
27 determined, according to individual proof at trial, as well as nominal and punitive damages.

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1 **VI. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor
3 and against Defendants as follows:

- 4 a. For compensatory damages in an amount to be proven at trial;
5 b. For punitive damages sufficient to deter future misconduct;
6 c. For an award of attorneys' fees and costs;
7 d. For pre- and post-judgment interest as allowed by law; and
8 e. For such other and further relief as this Court deems just and proper.

9 **VII. DEMAND FOR JURY TRIAL**

10 Plaintiffs demand a trial by jury on all issues so triable.

11 Dated: April 9, 2025

SINGLETON SCHREIBER, LLP

12 By: /s/ Knut S. Johnson

13 Knut S. Johnson (SBN 125725)

14 Marianna Sarkisyan (*Pro Hac Vice*)

15 *Attorneys for Plaintiffs*
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