

EL DORADO CO. SUPERIOR CT.

FILED DEC 16 2020

BY **C. MAHAN**
Deputy

Assigned to
Judge Dylan Sullivan
For all purposes

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Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF EL DORADO

MARIA BARRAZA; MARILYN BARRAZA;
CODY BROOKS; MICHAEL BROOKS;
LYNETTE HALVORSON; LAUREN CANTU;
GARY JOHNSON; ROBERT CARPENTER;
TERESA UNDERWOOD; JOHN DAVIS;
CHRISTIAN DAVIS; KAREN DAVIS;
GEORGIA DICK; SANDRA DIMAGGIO;
JOEL ERICKSON; CYNTHIA SNEED; PATTI
HAMIC-CHRISTENSEN; WILLIAM
KNOWLES; JODY LEES; BRIANNA
MORRIS; MELINDA REDROBE; TREVOR
REDROBE; ELISHA SHOSHONE; FRANK
SHOSHONE; ALICIA VERNON; STEVE
VERNON;

Plaintiffs,

v.

LIBERTY UTILITIES CO. and DOES 1-200,
inclusive,

Defendants.

No.

**COMPLAINT FOR INJURIES AND
DAMAGES**

1. INVERSE CONDEMNATION;
2. TRESPASS;
3. NUISANCE;
4. PUBLIC UTILITIES CODE
SECTION 2106;
5. HEALTH & SAFETY CODE
SECTION 13007; and
6. NEGLIGENCE

JURY TRIAL DEMANDED

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BY FAX

I.

INTRODUCTION

1. On November 17, 2020, in Mono County, California, powerlines owned, operated and managed by Liberty Utilities Co. (a subsidiary of Algonquin Power & Utilities Corp.) ignited what is now known as the Mountain View fire.

2. The Mountain View Fire started when non-insulated electrical conductors owned and operated by Liberty Utilities slapped together, causing electrical arcing that ignited nearby vegetation. This occurred because: (1) Liberty Utilities' infrastructure (including, but not limited to, its electrical conductors) was intended, designed, and constructed to pass electricity through exposed, non-insulated powerlines in vegetated areas; and (2) Liberty Utilities negligently, recklessly, and willfully failed to properly, safely, and prudently inspect, repair, maintain and operate the electrical equipment in its utility infrastructure.

3. The Mountain View Fire burned more than 32 square miles (84 square kilometers), damaged or destroyed more than 80 structures, including homes, and resulted in multiple injuries and at least one fatality.



Mountain View Fire Burning in Walker (Mono County Sheriff's Office)

4. Liberty Utilities' website has acknowledged that, "on November 17, 2020, Liberty first received reports of a fire in Walker and quickly de-energized the grid in the communities of Walker and Coleville to mitigate any larger public safety risk" and that on "November 22, power was restored to

1 those impacted customers who were able to take service.” Liberty Utilities has also established a toll-free
2 number for “Claims related to the Mountain View Fire event” as well as a claims review process.¹

3 5. Plaintiffs are homeowners, renters, business owners, and other individuals and entities
4 whose property and lives were destroyed by the Mountain View Fire. They now sue Liberty Utilities Co.
5 and Does 1-200 for just compensation, damages, and all other available remedies arising from the takings
6 and harms caused by the Mountain View Fire.

7 **II.**

8 **JURISDICTION AND VENUE**

9 6. This Court, as a court of general jurisdiction, has subject-matter jurisdiction over this
10 unlimited civil case, as well as personal jurisdiction over each of Defendants.

11 7. Venue is proper in El Dorado County because Defendant has its principal place of business
12 in El Dorado County, California.

13 **III.**

14 **PARTIES**

15 **A. Plaintiffs**

16 8. Plaintiffs are individuals and other legal entities who were, at all times relevant to this
17 pleading, homeowners, renters, business owners, residents, occupants, and/or had property located in
18 Mono County, California.

19 9. Plaintiffs have elected to join their individual lawsuits in a single action under rules of
20 permissive joinder. Plaintiffs do not seek class certification or relief on any class-wide, collective, or
21 other group basis, but instead seek the damages and other remedies identified herein on an individual
22 basis according to proof at trial or through alternative dispute resolution efforts.

23 **B. Defendants**

24 10. Defendant Liberty Utilities Co. (Liberty Utilities) was, at all times relevant to this
25 pleading, a Delaware corporation with its principal business address in South Lake Tahoe, California. At
26 all times relevant to this pleading, Defendant acted to provide a utility, including electrical services, to
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28 ¹ <https://california.libertyutilities.com/coleville/residential/>

1 members of the public in California, including those Mono County.

2 11. Liberty Utilities is in the business of providing electricity to the residents of, among other
3 places, Mono County, through a utility infrastructure, including a network of electrical transmission and
4 distribution lines. Liberty Utilities is a “public utility” under Public Utilities Code sections 216(a)(1) and
5 218(a).

6 12. The true names and capacities of defendants Does 1 through 200 are currently unknown
7 to Plaintiffs who, therefore, sue these defendants under these fictitious names pursuant to Code of Civil
8 Procedure §474. These defendants are each directly and/or vicariously responsible, in some manner, for
9 the harms alleged herein. If and when Plaintiffs learn these defendants’ true names and capacities,
10 Plaintiffs will seek leave to amend this pleading accordingly.

11 13. “Defendants” refers collectively to Liberty Utilities and Does 1 through 200.

12 14. At all times relevant to this pleading, Defendants, and/or each of them, were the agents,
13 servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each of the
14 other Defendants and were operating within the purpose and scope of that agency, service, employment,
15 partnership, enterprise, conspiracy, and/or joint venture. Each Defendant has ratified and approved the
16 acts of each of the remaining Defendants. Each Defendant aided and abetted, encouraged, and rendered
17 substantial assistance to the other Defendants in breaching their obligations and duties to Plaintiffs, as
18 alleged herein. In taking action to aid and abet and substantially assist the commission of these wrongful
19 acts and other wrongdoings alleged herein, each Defendant acted with an awareness of his/her/its primary
20 wrongdoing and realized that his/her/its conduct would substantially assist the accomplishment of the
21 wrongful conduct, wrongful goals, and wrongdoing.

22 IV.

23 FACTS

24 15. The Mountain View Fire ignited on November 17, 2020, at around 12:15 p.m., in Walker,
25 California, County of Mono.

26 16. Liberty Utilities is the electrical provider to that area.

27 17. On November 17, 2020, at 9:00 a.m., the California Highway Patrol issued a “High-Wind
28 Advisory from the Inyo/Mono county line to the Nevada State Line.”

1 18. Plaintiffs are informed and believe that the Mountain Fire occurred because: (1) Liberty
2 Utilities' infrastructure was intended, designed, and constructed to pass electricity through exposed
3 powerlines in dry, vegetated areas; (2) Liberty Utilities negligently, recklessly, and willfully failed to
4 prudently and safely inspect, maintain, and operate the electrical equipment in its utility infrastructure
5 (including failing to de-energize its powerlines in times of high fire risk); and/or (3) Liberty Utilities
6 negligently, recklessly, and willfully failed to maintain the appropriate clearance area between the
7 electrical equipment in its utility infrastructure and surrounding vegetation.

8 19. The photographs depicted on the following page were taken shortly after the fire and
9 before the repairs undertaken by Liberty Utilities. They depict loose electrical wires dangling from two
10 utility poles, as well as a long piece of one of the wires, which was severed and laying on the ground.
11 Upon information and belief, high winds likely caused the electrical wires to slap together, which created
12 an explosion (or "arc") that ignited the fire and broke the wires.

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1 20. The conditions and circumstances surrounding the ignition of the Mountain View Fire,
2 including the nature and condition of Liberty Utilities’ electrical infrastructure, low humidity, strong
3 winds, and tinder-like dry vegetation were foreseeable by any reasonably prudent person and, therefore,
4 were certainly foreseeable to Defendants – those with special knowledge and expertise as electrical
5 services providers and their employees and agents.

6 21. This wildfire was not the result of an “act of God” or other *force majeure*. It occurred
7 because sparks from high-voltage transmission lines, distribution lines, appurtenances, and other
8 electrical equipment within Liberty Utilities’ infrastructure ignited the surrounding vegetation. Despite
9 knowing of an extreme fire risk, Defendants deliberately prioritized profits over safety. This recklessness
10 and conscious disregard for human safety was a substantial factor in bringing about the Mountain View
11 Fire.

12 22. The Mountain View Fire caused Plaintiffs to suffer substantial harms, including: damage
13 to and/or destruction of real property; damage to and/or loss of personal property (including cherished
14 possessions); out-of-pocket expenses directly and proximately incurred as a result of the fire; alternative
15 living expenses; evacuation expenses; personal injuries; medical bills; lost wages; loss of earning
16 capacity; loss of business income and/or goodwill; and various types of non-economic damages,
17 including emotional distress, annoyance, inconvenience, disturbance, mental anguish, and loss of quiet
18 enjoyment of property. The harms caused by Defendants are extensive and ongoing.



27 **Devastation from the Mountain View Fire – AP Photo / Noah Berger**
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V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

INVERSE CONDEMNATION

(Against Defendants Liberty Utilities and DOES 1-20)

23. All previous paragraphs are incorporated into this cause of action.

24. On November 17, 2020, Plaintiffs were the owners and/or lessees of real and/or personal property located within Mono County, California, which was affected by the Mountain View Fire.

25. Prior to and on November 17, 2020, Defendants had each designed, constructed, installed, operated, controlled, used, and/or maintained the facilities, lines, wires, and/or other electrical equipment within Liberty Utilities' infrastructure, including the transmission and distribution lines in and around the location of the Mountain View Fire, for the purpose of providing electrical services to large swaths of the public.

26. On November 17, 2020, Defendants were aware of the inherent dangers and risks that the electrical equipment within Liberty Utilities' electrical-utility infrastructure (as deliberately designed and constructed) would ignite a wildfire like the Mountain View Fire.

27. This inherent risk was realized on November 17, 2020, when electrical equipment within Liberty Utilities' infrastructure ignited the Mountain View Fire, which resulted in the taking of Plaintiffs' real property and/or private property.

28. This taking was legally and substantially caused by Defendants' actions and inactions in designing, constructing, installing, operating, controlling, using, and/or maintaining the facilities, lines, wires, and/or other electrical equipment within Liberty Utilities' infrastructure.

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

30. Pursuant to Article I, Section 19, of the California Constitution, Plaintiffs seek just compensation for this taking, according to individual proof at trial.

31. Plaintiffs further seek, pursuant to Code of Civil Procedure §1036, and any and all other relevant case and/or statutory law, to recover all reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of this proceeding in the

trial court and/or in any appellate proceeding in which Plaintiffs prevails on any issue.

SECOND CAUSE OF ACTION

TRESPASS

(Against All Defendants)

32. All previous paragraphs are incorporated into this cause of action.

33. On November 17, 2020, Plaintiffs were the owners, tenants, and/or lawful occupiers of real properties in the vicinity of the Mountain View Fire.

34. Defendants negligently and/or recklessly allowed the Mountain View Fire to ignite and/or spread out of control, which caused damage to Plaintiffs' property.

35. Plaintiffs did not grant permission for any fire to enter their property.

36. This trespass was a substantial factor in causing Plaintiffs to suffer economic and non-economic damages including, but not limited to, destruction of and/or damage to real property, destruction of and/or damage to structures, destruction of and/or damage to personal property, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according to proof at trial.

37. Those Plaintiffs whose real property was under cultivation or used for the raising of livestock have hired and retained counsel to recover compensation for their losses and damages caused by the Mountain View Fire. Thus, they also seek to recover all reasonable attorneys' fees, expert fees, consultant fees, and litigation costs and expense, as allowed under Code of Civil Procedure §1021.9 and related case and statutory law.

38. Defendants, including one or more Liberty Utilities officers, directors, and/or managers, acted recklessly and with conscious disregard to human life and safety, and this recklessness and conscious disregard was a substantial factor in bringing about the Mountain View Fire. This is despicable and oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter such conduct in the future.

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1 **THIRD CAUSE OF ACTION**

2 **NUISANCE**

3 **(Against All Defendants)**

4 39. All previous paragraphs are incorporated into this cause of action.

5 40. On November 17, 2020, Plaintiffs were the owners, tenants, and/or lawful occupiers of
6 real properties in the vicinity of the Mountain View Fire.

7 41. Defendants' actions and inactions created a condition and/or permitted a condition to exist
8 that was harmful to health; offensive to the senses; an obstruction to the free use of property, so as to
9 interfere with the comfortable enjoyment of life and property; unlawfully obstructed the free passage or
10 use, in the customary manner, of public streets and highways; and a completely predictable fire hazard.

11 42. These conditions interfered with Plaintiffs' quiet enjoyment of their properties in a way
12 unique to each Plaintiff.

13 43. These conditions also affected a substantial number of people at the same time.

14 44. At no time did Plaintiffs consent to Defendants' actions and inactions in creating these
15 conditions.

16 45. An ordinary person would be reasonably annoyed and disturbed by Defendants' actions
17 and inactions in creating these conditions.

18 46. Defendants' actions and inactions in creating these conditions were a substantial factor in
19 causing Plaintiffs to suffer economic and non-economic damages unique to each plaintiff (and different
20 from damages suffered by other plaintiffs) including, but not limited to, destruction of and damage to
21 real property, destruction of and damage to structures, destruction of and damage to personal property
22 and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet
23 enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis,
24 according to proof at trial.

25 47. The seriousness of the harm Defendants have caused Plaintiffs outweighs any public
26 benefit that Defendants may provide.

27 48. Defendants, including one or more Liberty Utilities officers, directors, and/or managers,
28 acted recklessly and with conscious disregard to human life and safety, and this recklessness and

conscious disregard was a substantial factor in bringing about the Mountain View Fire. This is despicable and oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter such conduct in the future.

FOURTH CAUSE OF ACTION

PUBLIC UTILITIES CODE § 2106

(Against Defendants Liberty Utilities and DOES 1-20)

49. All previous paragraphs are incorporated into this cause of action.

50. Liberty Utilities was on November 17, 2020, and is, a “public utility” for purposes of the California Public Utilities Code. Liberty Utilities was, therefore, required to comply with the Public Utilities Act.

51. Prior to and on November 17, 2020, Liberty Utilities was also required to obey and comply with every order, decision, direction, or rule made or prescribed by the Public Utilities Commission in the matters specified under the Public Utilities Act, and any other matter in any way relating to or affecting its business as a public utility. It was also required to do everything necessary or proper to secure compliance by all its officers, agents, and employees.

52. Defendants failed to furnish and maintain such adequate, efficient, just, and reasonable service, instrumentalities, equipment, and facilities as are necessary to promote the safety, health, comfort, and convenience of Liberty Utilities patrons and the public, as required by Public Utilities Code §451.

53. Defendants failed to comply with the requirements for overhead line design, construction, and maintenance, the application of which will ensure adequate service and secure safety to persons engaged in the construction, maintenance, operation or use of overhead lines and to the public in general, as required by Public Utilities Commission General Order 95, including Rules 31.2, 35, and 38, which set forth inspection, vegetation-management, and minimum-clearance requirements.

54. Defendants failed to comply with the requirements for electric distribution and transmission facilities regarding inspections in order to ensure safe and high-quality electrical service, as required by Public Utilities Commission General Order 165.

55. Defendants’ failure to comply with applicable provisions of the Public Utilities Act and

1 with applicable Public Utilities Commission orders and rules, was a substantial factor in causing Plaintiff
2 to suffer economic and non-economic damages including, but not limited to, destruction of and damage
3 to real property, destruction of and damage to structures, destruction of and damage to personal property
4 and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet
5 enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis,
6 according to proof at trial.

7 56. Defendants, including one or more Liberty Utilities officers, directors, and/or managers,
8 acted recklessly and with conscious disregard to human life and safety, and this recklessness and
9 conscious disregard was a substantial factor in bringing about the Mountain View Fire. This is despicable
10 and oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish
11 Defendants and deter such conduct in the future.

12 **FIFTH CAUSE OF ACTION**

13 **HEALTH & SAFETY CODE §13007**

14 **(Against all Defendants)**

15 57. All previous paragraphs are incorporated into this cause of action.

16 58. Defendants negligently, recklessly, and/or in violation of law, allowed the Mountain View
17 Fire to be set and allowed the Mountain View Fire to escape to Plaintiffs' properties.

18 59. Defendants' negligent, reckless, and/or illegal actions and inactions in allowing the
19 Mountain View Fire to be set and escape to Plaintiffs' properties was a substantial factor in causing
20 Plaintiffs to suffer economic and non-economic damages including, but not limited to, destruction of and
21 damage to real property, destruction of and damage to structures, destruction of and damage to personal
22 property and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet
23 enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis,
24 according to proof at trial.

25 60. Defendants, including one or more Liberty Utilities officers, directors, and/or managers,
26 acted recklessly and with conscious disregard to human life and safety, and this recklessness and
27 conscious disregard was a substantial factor in bringing about the Mountain View Fire. This is despicable
28 and oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish

Defendants and deter such conduct in the future.

SIXTH CAUSE OF ACTION

NEGLIGENCE

(Against All Defendants)

61. All previous paragraphs, except those falling under Plaintiffs' cause of action for inverse condemnation, are incorporated into this cause of action.

62. Defendants each have special knowledge and expertise far beyond that of a layperson regarding the safe design, engineering, construction, use, operation, inspection, repair, and maintenance of Liberty Utilities' electrical lines, infrastructure, equipment, and vegetation management efforts. The provision of electrical services involves a peculiar and inherent danger and risk of wildfires.

63. Prior to and on November 17, 2020, Defendants had a non-delegable duty to apply a level of care commensurate with, and proportionate to, the inherent dangers in designing, engineering, constructing, operating, and maintaining electrical transmission and distribution systems. This duty also required Defendants to maintain appropriate vegetation management programs, for the control of vegetation surrounding Liberty Utilities' exposed powerlines. This duty also required Defendants to consider the changing conditions surrounding Liberty Utilities' electrical transmission and distribution systems, as well as changing geographic, weather, and ecological conditions. This duty also required Defendants to take special precautions to protect adjoining properties from wildfires caused by Liberty Utilities' electrical equipment.

64. Defendants each breached these duties by, among other things:

- a. Failing to design, construct, operate, and maintain Liberty Utilities' high-voltage transmission and distribution lines and associated equipment, in a way that would withstand the foreseeable risk of wildfires in the area of the Mountain View Fire;
- b. Failing to prevent electrical transmission and distribution lines from improperly sagging or making contact with other metal;
- c. Failing to properly inspect and maintain vegetation within proximity to energized transmission and distribution lines to mitigate the risk of fire;

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- d. Failing to conduct reasonably prompt, proper, and frequent inspections of Liberty Utilities' powerlines and associated equipment;
- e. Failing to promptly de-energize exposed powerlines during fire-prone conditions and reasonably inspect powerlines before re-energizing them;
- f. Failing to properly train and supervise employees and agents responsible for maintenance and inspection of powerlines; and/or
- g. Failing to implement and follow regulations and reasonably prudent practices to avoid fire ignition.

65. Defendants' failure to comply with applicable provisions of the Public Utilities Act and Public Utilities Commission General Orders and Rules, as alleged herein, is negligence per se because these statutes, orders, and rules are aimed at preventing the exact type of harm that Plaintiffs suffered because of Defendants' failure to comply with these statutes, orders, and rules. That is, Plaintiffs are within the class of individuals these statutes, orders, and rules were implemented to protect.

66. Defendants' negligence, including Defendants' negligence per se, was a substantial factor in causing Plaintiffs to suffer economic and non-economic damages including, but not limited to, destruction of and damage to real property, destruction of and damage to structures, destruction of and damage to personal property and cherished possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according to proof at trial.

67. Defendants, including one or more Liberty Utilities officers, directors, and/or managers, acted recklessly and with conscious disregard to human life and safety, and this recklessness and conscious disregard was a substantial factor in bringing about the Mountain View Fire. This is despicable and oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish Defendants and deter such conduct in the future.

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1 **VI.**

2 **PRAYER FOR RELIEF**

3 68. Plaintiffs seek the following damages in an amount according to proof at the time of
4 trial:

5 **a. Inverse Condemnation:**

- 6 i. Repair, depreciation, and/or the replacement of damaged, destroyed, and/or lost
7 personal and/or real property;
8 ii. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
9 personal property;
10 iii. Loss of wages, earning capacity and/or business profits and/or any related
11 displacement expenses;
12 iv. Prejudgment interest from November 17, 2020;
13 v. Consistent with Code of Civil Procedure §1036 and all other applicable law, all
14 reasonable costs, disbursements, and expenses, including reasonable attorney,
15 appraisal, and engineering fees, actually incurred because of this proceeding in
16 the trial court and/or in any appellate proceeding in which Plaintiffs prevails on
17 any issue; and
18 vi. Such other and further relief as the Court shall deem proper, all according to
19 proof.

20 **b. All Other Claims:**

- 21 i. General and/or special damages determined on an individual basis according to
22 proof;
23 ii. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
24 personal property;
25 iii. Loss of wages, earning capacity, goodwill, and/or business profits or proceeds
26 and/or any related displacement expenses;
27 iv. Evacuation expenses and alternate living expenses;
28 v. Erosion damage to real property;

- 1 vi. Past and future medical expenses and incidental expenses;
- 2 vii. Economic and non-economic wrongful-death damages, including, but not
- 3 limited to, the loss of care, assistance, protection, affection, society and moral
- 4 support;
- 5 viii. Damages for personal injury, emotional distress, fear, annoyance, disturbance,
- 6 inconvenience, mental anguish, and loss of quiet enjoyment of property;
- 7 ix. Attorneys' fees, expert fees, consultant fees, and litigation costs and expense, as
- 8 allowed under Code of Civil Procedure §1021.9 and all other applicable law;
- 9 x. Prejudgment interest from November 17, 2020;
- 10 xi. For punitive and exemplary damages against Liberty Utilities in an amount
- 11 sufficient to punish Defendants' conduct and deter similar conduct in the future,
- 12 as allowed under Public Utilities Code §2106 and all other applicable law; and
- 13 xii. Any and all other and further such relief as the Court shall deem proper, all
- 14 according to proof.

15 **VII.**

16 **JURY TRIAL DEMAND**

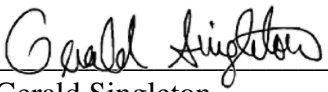
17 69. Plaintiffs demand a jury trial on all causes of action for which a jury trial is available

18 under the law.

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20 SINGLETON LAW FIRM, APC

21 Dated: December 16, 2020

22 By: 
Gerald Singleton
J. Ross Peabody
John C. Lemon
Amanda M. LoCurto
Attorneys for Plaintiffs

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