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10 Attorneys for Plaintiffs

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF ALAMEDA**

13 **UNLIMITED JURISDICTION**

14 BRIAN ROEDER; ANGIE ROEDER;
ATTICUS R., a minor, by and through their
15 guardian ad litem; SUSAN STRUBBE;
RICHARD STRUBBE; JASON STRUBBE;
16 ROBIN SHICK; ROBERT SHICK; EVELYN
ANDREWS; SHIREE RENE GOINS;
17 SUZANNE ALSUP; KERRY COLVIN;
MELISSA SCHMITT; DEVIN SCHMITT;
18 JAMIE S., a minor, by and through their
guardian ad litem; TONYA RIVERA;
19 NATHALIE HENDRICKS; CLINTON
HENDRICKS; ERIN MURPHY,
20 CHRISTOPHER BROADDUS; PERRY B., a
minor, by and through their guardian ad litem;
21 LAYTON B., a minor, by and through their
guardian ad litem; ANATUM WINERY;
22 JOY-ANNE STURM; ERIC STURM;
CHRISTOPHER RINK; ATHENA RINK;
23 CHRISTINA DAVIS; BRIAN DAVIS;
MAVERICK D, a minor, by and through their
24 guardian ad litem; SAVONA D, a minor, by
and through their guardian ad litem; CHERYL
25 ROBINSON; SCOTT ROBINSON; KAYLYN
ROBINSON; HAAKON FASTE; EVA
26 RORANDELLI; DEBRA SMITH;
CHRISTOPHER BASSETT; ROBIN
27 BASSETT; JENNIFER PENDERGAST;
MATTHEW McFAUL; GAYL EISNER;
28 DANIELLE LAISURE; MARK LAISURE;

Case No. **25CV114147**

COMPLAINT FOR DAMAGES:

**Strict Liability for Ultrahazardous
Activities**

Strict Product Liability

Inverse Condemnation

Private Nuisance

**Trespass To Real Property and Chattel
Civil Battery**

Medical Monitoring

Injunctive Relief

DEMAND FOR JURY TRIAL

1 IAN L., a minor, by and through their guardian
ad litem; MELANIE CORRELL; KELSEA
2 COTTAM; ERIC COTTAM; BROOKE C., a
minor, by and through their guardian ad litem;
3 HADLEY C., a minor, by and through their
guardian ad litem; RYDÉR C., a minor, by and
4 through their guardian ad litem; and JODY
PARKER

5
6 Plaintiffs,

vs.

7 MOSS LANDING POWER COMPANY,
LLC, a Delaware limited liability company;
8 MOSS LANDING ENERGY STORAGE 3,
LLC, a Delaware limited liability company;
9 VISTRA CORP., a Delaware corporation;
DYNEGY OPERATING COMPANY, a
10 Texas corporation; VISTRA CORPORATE
SERVICES COMPANY, a Texas corporation;
11 LG ENERGY SOLUTION, LTD., a South
Korean company; L.G. ENERGY GROUP,
12 LLC, a California limited liability company;
LG ENERGY SOLUTION ARIZONA, INC.,
13 a Delaware stock corporation; LG ENERGY
SOLUTION MICHIGAN, INC., a Delaware
14 corporation; LG ENERGY SOLUTION
VERTECH, INC., a Delaware corporation;
15 PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation; and
16 DOES 1 through 100, inclusive,

17 Defendants

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19 **I. PRELIMINARY STATEMENT**

20 1. The Vistra Fire released toxic smoke and heavy metals—nickel, manganese, cobalt, and copper
21 into the air, soil, and water at levels hundreds to thousands of times above normal, posing severe
22 health and environmental risks.

23 2. Plaintiffs seek not only full compensation for personal losses but also an injunction
24 permanently barring Defendants from using NMC batteries at the facility, requiring environmental
25 remediation, and mandating lifetime medical monitoring for those exposed. Defendants' disregard
26 for public safety demands accountability, remediation, and reform to prevent further toxic
27 catastrophe.
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2 **II. INTRODUCTION**

3 3. On or around January 16, 2025, a thermal runaway event occurred within a battery energy
4 storage system at the Moss Landing Power Plant, located at 7301 State Highway 1 in Moss Landing,
5 Monterey County, California 95039. This incident triggered a devastating fire, referred to here as the
6 “Vistra Fire.” Thermal runaway is a destructive process that can lead to intense heat, smoke, fire,
7 and explosions, and it cannot be effectively controlled using conventional firefighting techniques.
8 Although the term “fire” is used throughout, the Vistra Fire was both a fire and a thermal runaway
9 event.

10 4. The Vistra Fire broke out within Defendant Vista Corp.’s 300-megawatt (“MW”) Phase I
11 section of the Vistra Moss Landing Battery Energy Storage System (“BESS”) Facility (“Moss
12 Landing BESS”). The fire originated inside this enclosed, roofed facility, which housed a hazardous
13 lithium-ion battery storage system. The blaze spread rapidly, releasing toxic emissions that posed
14 serious health and safety risks to thousands in the surrounding areas.

15 5. The Vistra Fire impacted between 50,000 and 100,000 people in the surrounding regions
16 prompting officials to declare a local state of emergency. Approximately thousands of residents were
17 forced to evacuate, schools and major roads were shut down, and significant disruptions affected
18 daily life, commerce, and agricultural operations. The fire emitted a vast plume of toxic smoke and
19 particulate matter, which spread across Monterey County and beyond, depositing ash, soot, and
20 heavy metal-laden substances onto nearby communities, farms, and natural areas. Subsequent testing
21 of soil samples within a one-mile radius of the fire site revealed toxic metal concentrations 100 to
22 1,000 times higher than normal levels.

23 6. The Moss Landing BESS utilized lithium nickel manganese cobalt oxide (“NMC”) batteries,
24 which are more susceptible to thermal instability than newer alternatives, such as lithium iron
25 phosphate (“LFP”) batteries. Recognizing the safety advantages of LFP batteries, most energy
26 storage projects worldwide have transitioned to this alternative. NMC batteries are more prone to
27 thermal runaway because they break down at lower temperatures and release greater amounts of
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1 energy during decomposition, whereas LFP batteries can withstand higher temperatures before
2 undergoing thermal runaway. Storing NMC batteries within a confined, enclosed building made the
3 Defendants' design choices for the BESS especially dangerous.

4 7. Following the Vistra Fire, reports indicated that the facility's fire suppression system had
5 failed. Available information suggests that the Moss Landing BESS relied on a water-based heat
6 suppression system, which is ineffective in controlling thermal runaway or extinguishing lithium-ion
7 battery fires. Additionally, the facility contained an excessive number of lithium-ion batteries in a
8 single enclosed space, rather than utilizing modular battery containers equipped with proper safety
9 controls.

10 8. The Defendants were—or should have been—aware, when designing, maintaining, and
11 operating the Moss Landing BESS, that large-scale thermal runaway events, fires, and explosions at
12 similar energy storage facilities had occurred globally. Catastrophic BESS fires have resulted in
13 fatalities, injuries, and extensive property damage.

14 9. The Moss Landing BESS had previously experienced two fire-related incidents, one in
15 2021 and another in 2022. Internal investigations by Defendant Vistra identified serious deficiencies
16 in the facility's fire suppression system, yet no evidence exists that corrective actions were taken to
17 address these risks.

18 10. The Plaintiffs in this action are individuals who reside in communities surrounding the Moss
19 Landing BESS and were directly impacted by this disaster. They were exposed to toxic smoke, ash,
20 and hazardous airborne particulates, leading to health issues. Their properties and property rights
21 were also compromised. Many Plaintiffs were displaced due to mandatory evacuations and
22 hazardous conditions, preventing them from fully using and enjoying their homes and businesses.
23 Their real and personal properties were contaminated with soot, ash, and toxic heavy metals from the
24 fire. As a result, Plaintiffs have suffered—and will continue to suffer—economic losses, including
25 lost income from business closures, evacuation-related expenses, and the future costs of
26 environmental remediation. Through this lawsuit, they seek compensation for these damages.
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III. PARTIES

A. Plaintiffs

11. Plaintiffs are individuals and other legal entities who owned homes, rented, resided, occupied, or had property and/or businesses in areas of Monterey County affected by the Moss Landing BESS fire, as well as individuals who worked in or near the impacted areas.

12. Plaintiffs have suffered damages, losses, and harm from the Defendants' tortious actions and inactions. They have elected to join their individual lawsuits in a single action under rules of permissive joinder, seeking damages on an individual basis.

B. Defendants

13. Defendant MOSS LANDING POWER COMPANY, LLC ("MOSS LANDING POWER CO LLC") is a limited liability company organized under Delaware law, with a principal address at 6555 Sierra Drive, Irving, TX 75039, and is registered to do business in California. MOSS LANDING POWER CO LLC has a facility at 7301 State Highway 1, Moss Landing, Monterey County, California 95039, the location of the fire. It is a wholly owned subsidiary of Defendant VISTRA CORP. and operates the Moss Landing Power Plant, including the Moss Landing BESS.

14. Defendant MOSS LANDING ENERGY STORAGE 3, LLC ("MOSS LANDING ENERGY STORAGE 3 LLC") is a limited liability company incorporated under Delaware law with a principal address at 6555 Sierra Drive, Irving, TX 75039, and is registered to do business in California.

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

16. Defendant DYNEGY OPERATING COMPANY ("DYNEGY OPERATING CO") is a corporation incorporated under Texas law and is authorized to do business in California, with a principal address at 6555 Sierra Drive, Irving, TX 75039. DYNEGY OPERATING CO is a wholly owned subsidiary of Defendant VISTRA CORP. and is likely a managing entity of Defendant MOSS LANDING POWER CO LLC.

1 17. Defendant VISTRA CORPORATE SERVICES COMPANY ("VISTRA CORP. SERVICES
2 CO") is a corporation incorporated under Texas law and is registered to do business in California,
3 with a principal address at 6555 Sierra Drive, Irving, TX 75039. VISTRA CORP. SERVICES CO is
4 a wholly owned subsidiary of VISTRA CORP. and is likely a managing entity of Defendant MOSS
5 LANDING POWER CO LLC.

6 18. Defendants MOSS LANDING POWER CO LLC, MOSS LANDING ENERGY STORAGE
7 3 LLC, VISTRA CORP., DYNEGY OPERATING CO, and VISTRA CORPORATE SERVICES
8 COMPANY are collectively referred to as "VISTRA DEFENDANTS." The VISTRA
9 DEFENDANTS are a "public utility" under Public Utilities Code sections 216(a)(1), 216(c), and
10 218(a)(17).

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

14 20. Defendant L.G. ENERGY GROUP, LLC is a limited liability company incorporated under
15 California law, with a principal address at 1510 Fashion Island Blvd., Suite 240, San Mateo,
16 California 94404. Upon information and belief, it is a wholly owned subsidiary of Defendant LG
17 ENERGY SOLUTION, LTD.

18 21. Defendant LG ENERGY SOLUTION ARIZONA, INC. is a stock corporation incorporated
19 under Delaware law and registered to do business in California, with a principal address at 2540 N.
20 First Street, Suite 400, San Jose, California 95131. Upon information and belief, it is a wholly
21 owned subsidiary of Defendant LG ENERGY SOLUTION, LTD.

22 22. Defendant LG ENERGY SOLUTION MICHIGAN, INC. is a corporation incorporated under
23 Delaware law and registered to do business in California, with a principal address at 1 LG Way,
24 Holland, MI 49423. Upon information and belief, it is a wholly owned subsidiary of Defendant LG
25 ENERGY SOLUTION, LTD.

1 23. Defendant LG ENERGY SOLUTION VERTECH, INC. is a corporation incorporated under
2 Delaware law and registered to do business in California, with a principal address at 155 Flanders
3 Road, Westborough, MA 01581. Upon information and belief, it is a wholly owned subsidiary of
4 Defendant LG ENERGY SOLUTION, LTD.

5 24. LG ENERGY SOLUTION, LTD., L.G. ENERGY GROUP, LLC, LG ENERGY SOLUTION
6 ARIZONA, INC., LG ENERGY SOLUTION MICHIGAN, INC., and LG ENERGY SOLUTION
7 VERTECH, INC., are referred to collectively as "LG DEFENDANTS."

8 25. Defendant PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") is a California
9 corporation authorized to do business in California with its headquarters at 300 Lakeside Drive,
10 Oakland, California. PG&E provides electrical services to the public in California, including
11 residents of Monterey County. PG&E is a "public utility" under Public Utilities Code sections
12 216(a)(1) and 218(a). At all relevant times, VISTRA DEFENDANTS and PG&E provided utility
13 services, including electricity, to the public in California, including residents and businesses in
14 Monterey County. Customers in Monterey County and surrounding areas paid PG&E for electricity
15 supplied through its utility infrastructure, which consists of an extensive network of electrical
16 transmission and distribution lines.

17 26. On information and belief VISTRA defendants developed the Moss Landing BESS in
18 conjunction with PG&E and others. PG&E constructed the interconnection facility ("IF") on site for
19 the transmission energy from the Moss Landing BESS.

20 27. Upon information and belief, PG&E also controls the Moss Landing BESS. PG&E dictates the
21 type of equipment used at VISTRA'S Moss Landing facility; inspects the VISTRA'S Moss Landing
22 facility; requires installation of certain communications items at VISTRA'S Moss Landing facility;
23 coordinates operations at VISTRA'S Moss Landing facility. Also, PG&E established detailed safety
24 provisions and safety plan for the facility. The VISTRA DEFENDANTS and PG&E used the
25 lithium-ion batteries manufactured by the LG DEFENDANTS to store electricity as part of an
26 electrical transmission and distribution system serving Central, Coastal, and Northern California for
27 the benefit of the public.
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1 28. However, through their actions and omissions, as detailed further in this Complaint, PG&E
2 and the VISTRA DEFENDANTS created hazardous conditions that directly contributed to the Vistra
3 Fire, causing significant harm to the Plaintiffs.

4 29. The true names and capacities of defendants DOES 1 through 100 are currently unknown to
5 Plaintiffs who, therefore, sue these defendants under these fictitious names pursuant to Code of Civil
6 Procedure section 474. These defendants are each directly and/or vicariously responsible, in some
7 manner, for the harms alleged herein. When Plaintiffs learn the true names and capacities of DOES 1
8 through 100, Plaintiffs will seek leave to amend this pleading accordingly.

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

20 **IV. JURISDICTION AND VENUE**

21 31. Under Code of Civil Procedure sections 395(a), 395.5, and 410.10, this Court has jurisdiction
22 over the case because Defendant PG&E is a California-incorporated entity with its principal office in
23 Oakland, California. PG&E operates extensively in Alameda County, conducts the majority of its
24 business within the state, and holds substantial corporate assets in California. Additionally, the
25 VISTRA DEFENDANTS maintain a strong business presence in California, actively engage in
26 corporate operations within the state, and hold significant assets here. Furthermore, the LG
27 DEFENDANTS are authorized to operate in California and conduct business within the state. These
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1 factors establish that exercising jurisdiction over the Defendants aligns with principles of fair play
2 and substantial justice.

3 32. The Alameda County Superior Court has subject-matter jurisdiction over this unlimited civil
4 case and personal jurisdiction over each Defendant.

5 33. Venue is proper in Alameda County because PG&E's headquarters is in Oakland, California,
6 which is in Alameda County. Defendant PG&E also conducts business and owned and/or operated
7 utility infrastructure in Alameda County at all relevant times.

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9 **V. THE FACTS**

10 **A. The Moss Landing BESS**

11 34. The Moss Landing Power Plant, located at 7301 State Highway 1, was originally designed as
12 an electrical generation facility. Commissioned by Defendant PG&E it transitioned from oil to
13 natural gas and now operates as a 1,060 MW natural gas-fired station and the world's largest
14 commercial battery storage system.

15 35. The plant is located northeast of Highway 1 and Dolan Road, near PG&E's transmission
16 headquarters, the Moss Landing Business Park, and Moss Landing Harbor. Within two miles are
17 residential neighborhoods in Moss Landing and Elkhorn Slough, a protected wetland, as well as
18 businesses and agricultural operations. The plant is located near key transportation routes, including
19 State Highway 1, a major regional access point.



28 *IMAGE: LG Energy Solution.*

1
2 36. VISTRA CORP. acquired the plant in 2018 and operates both the power station and the Moss
3 Landing BESS. The Moss Landing BESS, is a large-scale lithium-ion battery storage facility owned
4 and operated by the VISTRA DEFENDANTS. Before the Vistra Fire, it had a capacity of 750
5 MW/3,000 MWh, making it the largest energy storage site in California. The BESS connects to the
6 electrical grid, allowing PG&E to distribute power to both local and distant areas, including San
7 Jose.

8 37. In 2018, VISTRA CORP. announced plans to develop a BESS at the Moss Landing Power
9 Plant using the retired turbine building and its existing grid interconnection. Commercial operations
10 were expected to begin by late 2020, pending the California Public Utilities Commission (CPUC)
11 approval.

12 38. The facility was developed in three phases by VISTRA DEFENDANTS and PG&E.
13 Phase I, involved in the Vistra Fire, had a capacity of 300 MW/1,200 MWh, capable of discharging
14 300 MW of power at peak and storing 1,200 MWh of energy.

15 39. Construction of Phase I included a battery storage system, power conversion system, and
16 substation, designed to receive energy from the grid, convert and store it, and discharge it during
17 peak demand.

18 40. Phase I contained thousands of LG DEFENDANT'S JH4 lithium-ion battery cells, designed
19 and supplied by the LG DEFENDANTS.

20 41. LG DEFENDANTS designed, manufactured, and supplied the racks used to store the batteries.
21 The batteries were contained in battery racks in two stories within the enclosed turbine building.
22 Unlike 99% of lithium-ion storage facilities, which are outdoors, Phase I was housed indoors—an
23 inherently dangerous design choice that the Defendants knew or should have known increased fire
24 risks. Defendants knew or should have known that the battery storage method used in Phase 1 was
25 unsafe.

26 42. LG DEFENDANTS also designed, sold and supplied the NMC lithium-ion batteries used to
27 store electricity for PG&E and the VISTRA DEFENDANTS. The electricity would then be sold to
28 utility customers in Monterey County and beyond.

1 43. The Moss Landing BESS connected to the power grid and began operating on December 11,
2 2020, with a capacity of 300 MW/1,200 MWh. VISTRA DEFENDANTS publicly announced Phase
3 I operational on January 6, 2021, and described Phase I as spanning nearly three football fields,
4 housing over 4,500 stacked battery racks. They claimed it could power approximately 225,000
5 homes during peak pricing periods by capturing excess grid electricity and releasing it when demand
6 was highest.

7 44. VISTRA DEFENDANTS publicly thanked PG&E for its “strong working relationship” and
8 long-term resource adequacy contracts approved by CPUC.

9 45. By August 2021, Phase II was completed, adding 100 MW/400 MWh and bringing total
10 capacity to 400 MW/1,600 MWh, making it the largest of its kind in the world.

11 46. On August 19, 2021, VISTRA DEFENDANTS, LG DEFENDANTS, and PG&E celebrated
12 the completion of Phase II with a ribbon-cutting ceremony.

13 47. On September 4, 2021, Phase I experienced an overheating incident involving multiple LG
14 batteries.

15 48. Construction of Phase III was completed in May 2023, adding 350 MW/1,400 MWh. Unlike
16 Phase I, Phase III was built outdoors. This expansion increased the facility’s total capacity to 750
17 MW/3,000 MWh.

18 **B. The Vistra Fire: Disaster, Response, and Environmental Impact**

19 49. On January 16, 2025, at approximately 3:00 p.m., a fire ignited in the Phase I building of the
20 Moss Landing BESS facility. Flames became visible on the roof by 5:35 p.m., and the fire rapidly
21 intensified, sending toxic smoke into the air. The facility's heat suppression system failed, allowing
22 the fire to spread uncontrollably through the tightly packed lithium-ion batteries inside the enclosed
23 space. As a result, the blaze caused widespread destruction and released massive amounts of smoke,
24 ash, and toxic emissions into the air.



IMAGE: KSBW, via Associated Press

50. Authorities quickly responded, closing roads at 6:04 p.m. and activating Level 2 emergency operations. By 6:32 p.m., an evacuation order was issued, affecting over 1,200 residents in Moss Landing and Elkhorn Slough. Firefighters struggled to contain the blaze as traditional suppression methods were ineffective against lithium-ion battery fires, which can reignite and release hazardous gases when exposed to water or foam. Due to the high explosion risk, responders allowed the fire to burn itself out over several days.

51. By 8:15 p.m., officials opened evacuation shelters and closed local schools. At 10:59 p.m., a health advisory was issued, urging residents to stay indoors. EPA personnel arrived by 2:00 a.m. on January 17, and by 8:00 a.m., additional evacuations expanded the affected zone to a two-mile radius. Highway 1 was closed until January 19, disrupting commuters and businesses. On January 17th, the remaining batteries combusted, prompting further air quality monitoring. Evacuation orders were lifted by 6:00 p.m., and the shelters closed that night. Officials issued another health advisory on January 18, warning of lingering air contamination. On January 20, the EPA demobilized, stating that their monitoring detected no immediate public health risk, though concerns remained.



Image: USA Today, January 16, 2025 screengrab obtained from social media video @picklevisonz VIA Instagram/Via REUTERS

52. The Vistra Fire released significant amounts of toxic smoke, particulate matter, and hazardous gases, including hydrogen fluoride (HF), carbon monoxide (CO), and heavy metals. Residents experienced respiratory distress, eye irritation, headaches, and nosebleeds, while businesses and schools faced prolonged disruptions.

53. Independent testing by San José State University’s Moss Landing Marine Laboratories (MLML) detected dangerous levels of nickel, manganese, and cobalt in marsh soils at Elkhorn Slough, hundreds to thousands of times above normal levels. Community-led wipe tests revealed nickel and cobalt concentrations up to 30 times higher in areas 20 miles from the BESS. California Department of Toxic Substances Control (DTSC) soil screenings confirmed contamination, with cobalt, nickel, copper, and manganese exceeding EPA safety limits for carcinogenic exposure. Environmental damage extended to residential properties and boats in Moss Landing Harbor, with cobalt levels reaching 580 µg/wipe. Contamination was also detected 7.5 miles away in Salinas, reinforcing concerns about the fire’s far-reaching toxic impact.

54. On February 21, 2025, Monterey County ordered the indefinite shutdown of the Vistra facility to disconnect remaining lithium-ion batteries. The long-term health and environmental risks from airborne toxins, heavy metal contamination, and soil pollution remain a major concern for affected communities and ecosystems.

1 55. Defendants knew or should have known of the serious hazards associated with large-scale
2 lithium-ion battery storage, including the risk of thermal runaway, uncontrollable fires, and toxic
3 emissions. Despite this, they failed to implement proper safety measures, fire prevention systems,
4 and emergency response protocols, leading to severe harm and damages suffered by the Plaintiffs.

5 56. The long-term environmental and public health impacts of the fire, including airborne
6 toxins, heavy metal contamination, and soil pollution, remain a serious concern for affected
7 communities.

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9 **VI. CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**
11 **STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITIES**
12 **Against All Defendants**

13 57. Operating a large-scale lithium-ion battery storage facility involves highly hazardous activities
14 that pose significant risks to public health and safety.

15 58. Facilities using NMC batteries, which are more prone to fire, create substantial risks to nearby
16 communities. The January 16, 2025, fire and chemical plume demonstrated that even minor
17 incidents can release toxic chemicals, endangering thousands in Moss Landing and surrounding
18 areas.

19 59. The fire caused severe health issues, property damage, and major disruptions to the lives of
20 affected individuals. Despite safety protocols, risks associated with lithium-ion battery facilities,
21 such as thermal runaway in NMC batteries, cannot be fully eliminated.

22 60. Operating such a facility near residential areas is inappropriate and dangerous. The Moss
23 Landing BESS facility's proximity to densely populated areas increased the risk to the community.

24 61. While BESS facilities serve a commercial purpose, the dangers they pose, as demonstrated by
25 the January 2025 event, outweigh any community benefits, resulting in health risks, evacuations,
26 business closures, and environmental damage.

27 62. Given the ultrahazardous nature of these activities, Defendants are strictly liable for any
28 resulting harm.

1 63. As a result of Defendants' actions, Plaintiffs have suffered injuries, damages, and losses,
2 including those previously described.

3 64. Plaintiffs seek damages to be determined individually, based on evidence presented at trial,
4 including, but not limited to, compensatory damages for medical expenses, pain and suffering,
5 emotional distress, damage to real and personal property, cleanup costs, loss of income, expenses
6 related to relocation and evacuation, significant interference with their ability to use and enjoy their
7 properties, and future medical monitoring.

8 **SECOND CAUSE OF ACTION**
9 **STRICT PRODUCTS LIABILITY**
10 **Against All Defendants**

11 65. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint as
12 if fully set forth herein.

13 66. The lithium-ion batteries designed, manufactured, and sold by the LG DEFENDANTS in this
14 case were defectively manufactured, leading to thermal runaway and resulting in the Vistra Fire on
15 January 16, 2025.

16 67. The lithium-ion batteries designed and sold by the LG DEFENDANTS in this case were
17 defectively designed, leading to thermal runaway and resulting in the Vistra Fire on January 16,
18 2025.

19 68. The lithium-ion batteries designed and sold by the LG DEFENDANTS in this case were
20 distributed without adequate instructions or warnings of the potential for harm for thermal runaway,
21 resulting in the Moss Landing BESS fire on January 16, 2025.

22 69. The lithium-ion batteries designed and sold by the LG DEFENDANTS in this case were
23 substantially the same at the time of the fire as when they left LG's possession. Furthermore,
24 Plaintiffs are informed and believe that the lithium-ion batteries were used or misused in a way that
25 was foreseeable—they were placed in battery racks at the Moss Landing BESS facility to store
26 electricity reserves for use during peak hours, per the facility design. Plaintiffs are further informed
27 and believe that the manufacture and design of the lithium-ion battery was a substantial factor in
28 causing the initial fire and subsequent harm experienced by Plaintiffs.

1 70. The VISTRA DEFENDANTS collaborated with LG DEFENDANTS in the manufacture and
2 design of the batteries responsible for the Vistra Fire. VISTRA DEFENDANTS purchased batteries
3 from LG DEFENDANTS for the Moss Landing BESS facility, and were in the unique position to
4 both benefit from the creation of the Moss Landing BESS facility AND to influence the
5 manufacturing and design of the batteries for the facility.

6 71. The VISTRA DEFENDANTS collaborated with LG DEFENDANTS and Defendant PG&E
7 in the defective facility design of the Moss Landing BESS facility, which included stacking
8 thousands of NMC lithium-ion batteries in an enclosed space, leading to thermal runaway and the
9 fire on January 16, 2025.

10 72. DEFENDANTS failed to offer adequate warning to the general public regarding the dangers
11 posed by a massive, enclosed NMC lithium-ion battery storage facility in a populated area.

12 73. Defendant PG&E collaborated with VISTRA and LG DEFENDANTS on the manufacture and
13 design of the batteries responsible for the Vistra Fire, as well as the design and creation of the Moss
14 Landing BESS facility.

15 74. Defendant PG&E is the sole purchaser and distributor of the power stored at the Moss Landing
16 BESS facility. As such, Defendant PG&E is in a unique position to financially benefit from the
17 faulty LG batteries. PG&E was integral to the design and existence of the Moss Landing BESS
18 battery storage facility and had a substantial ability to influence the battery manufacturing and
19 design and the facility design to ensure safety.

20 75. The risk of fire was reasonably foreseeable at an enclosed, massive battery storage facility
21 especially given Moss Landing BESS facility has previously experienced at least two fires or
22 “overheating” events since 2020.

23 76. Plaintiffs were injured by the defects in manufacturing and design when the batteries ignited,
24 emitting toxic metals and particulate matter into the air, and did not have warnings regarding the
25 risks of having a massive, enclosed BESS facility in a populated area.
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1 77. It was reasonably foreseeable that in the event of a fire at the Moss Landing BESS facility, that
2 residents in the surrounding area would be injured and their property would be damaged by toxins
3 and particulate matter released from the fire. The risks of catastrophic fire did not outweigh the
4 potential benefits.

5 78. Plaintiffs each seek damages to be determined, on an individual basis, according to proof at
6 trial, including, but not limited to, compensatory damages for medical care, pain and suffering,
7 emotional anguish, injury to real and personal property, remediation costs, loss of income, relocation
8 and evacuation expenses, substantial interference with their use and enjoyment of their properties
9 and future medical monitoring.

10
11 **THIRD CAUSE OF ACTION**
12 **INVERSE CONDEMNATION**
13 **Against Vistra and PG&E Defendants**

14 79. Plaintiffs hereby reallege and incorporate by reference each and every allegation in this
15 Complaint as though fully set forth herein in support of this cause of action.

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

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

23 82. Prior to and on January 16, 2025, Defendants knew that the battery storage and electrical
24 equipment within PG&E's and VISTRA's electrical-utility infrastructure could ignite a fire, go into
25 thermal runaway, destroy property, and/or cause toxic chemicals to inundate the surrounding
26 communities. Accordingly, VISTRA and PG&E knew the risks and dangers of their electrical
27 equipment and battery storage and the need for proper maintenance, upkeep, design, and battery
28 choice.

1 83. These inherent risks materialized on January 16, 2025, when the Vistra Fire broke out, leading
2 to the loss and destruction of Plaintiffs' real and personal property.

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

7 85. Plaintiffs have not received adequate compensation for the damage to and/or destruction of
8 their property, thus constituting a taking or damaging of Plaintiffs' property by Defendants
9 without just compensation.

10 86. As a direct and legal result of the actions and/or omissions of the Defendants, Plaintiffs
11 suffered damages to their real and/or personal property, including the loss of use, interference with
12 access, and/or diminution in value and/or marketability in an amount according to proof at trial.

13 87. As a direct and legal result of the actions and/or omissions of the Defendants and pursuant to
14 Article I, Section 19 of the California Constitution, Plaintiffs seek all just compensation for the
15 taking of their real and/or personal property according to proof at trial.

16 88. Plaintiffs seek to recover all reasonable costs and/or expenses incurred pursuant to Code of
17 Civil Procedure section 1036, including reasonable attorney, appraisal, engineering and/or other
18 expert fees in the trial and/or appellate court proceedings in which Plaintiffs prevail on any issue.

19
20 **FOURTH CAUSE OF ACTION**
21 **NEGLIGENCE**
22 **Against All Defendants**

23 89. Plaintiffs hereby reallege and incorporate by reference each and every allegation in this
24 Complaint as though fully set forth herein in support of this cause of action.

25 90. Defendants the operators of a large-scale lithium-ion battery storage facility having superior
26 knowledge of the dangers associated with lithium-ion battery fires, owed the Plaintiffs a non-
27 delegable duty to conduct their operations in a safe manner, including a duty to design, maintain and
28

1 operate their Moss Landing BESS facility safely, in a manner that protected the public, including the
2 Plaintiffs, from chemical exposure and environmental hazards.

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

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

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

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

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

13 a. Failing to design, operate, maintain, and/or repair the Phase I BESS so as to ensure
14 it was operating safely and properly;

15 b. Failing to replace the faulty NMC lithium-ion battery storage system contained
16 inside the Phase I BESS when it was clear that the system was not safe;

17 c. Failing to monitor and mitigate the risks attendant to usage of NMC lithium-ion
18 battery storage in an enclosed, concrete facility;

19 d. Failing to implement adequate safety protocols within the Phase I BESS building to
20 prevent the overheating of the NMC lithium-ion battery modules stored in close proximity to each
21 other, on racks stacked throughout the building;

22 e. Failing to maintain a functional fire suppression system, or repair the system that
23 that had already malfunctioned in 2020, as described above;

24 f. Failing to provide for proper safety procedures should the Phase I BESS' fire
25 suppression system fail;

26 g. Failing to prevent catastrophic thermal runaway from consuming the Phase I BESS'
27 building, escaping into the air in the form of toxic plumes of heavy metals and noxious gases;
28

1 h. Failing to adequately warn Plaintiffs and the public of the risks associated with
2 operating a facility full of dangerous NMC lithium-ion batteries; and

3 i. Any other negligent acts and/or omissions which may be discovered and proven at
4 the trial of this matter.

5 96. As the direct and proximate result of the Defendants' negligence, significant quantities of ash,
6 soot, smoke and toxic chemicals were released into the surrounding communities and harming the
7 Plaintiffs.

8 97. The harm to the Plaintiffs was reasonably foreseeable.

9 98. As a direct and legal result of Defendants' actions and/or omissions, Plaintiffs were injured
10 in their health, strength, and/or activity in an amount according to proof at trial.

11 99. As a further direct and legal result of Defendants' actions and/or omissions, Plaintiffs were
12 required to and/or continue to employ physicians and other healthcare providers to examine, treat,
13 and/or care for their injuries. Plaintiffs have incurred and will continue to incur medical and
14 incidental expenses in an amount according to proof at trial.

15 100. As a further direct and legal result of Defendants' actions and/or omissions, Plaintiffs
16 have suffered and/or continue to suffer great mental pain and suffering, including worry, emotional
17 distress, humiliation, embarrassment, anguish, anxiety, and nervousness. Plaintiffs are informed and
18 believe, and upon such information and belief allege, that such injuries have resulted in debilitating
19 injuries in an amount according to proof at trial.

20 101. As a further direct and legal result of the Defendants' actions and/or omissions,
21 Plaintiffs have suffered a loss of income, loss of earning capacity, loss of profits, increased expenses
22 due to displacement, and/or other consequential economic losses in an amount according to proof at
23 trial.

24 102. As a further direct and legal result of the Defendants' actions and/or omissions,
25 Plaintiffs have suffered damage to real property, including the loss of vegetation and trees, and a loss
26 of use, benefit, goodwill, diminution in value, and/or enjoyment of such property in an amount
27 according to proof at trial.
28

1 103. As a further direct and legal result of the Defendants’ actions and/or omissions,
2 Plaintiffs have suffered damage to and/or a loss of personal property, including but not limited to
3 items of peculiar value to Plaintiffs in an amount according to proof at trial.

4 104. As a further direct and legal result of the Defendants’ actions and/or omissions,
5 Plaintiffs have incurred and will continue to incur expenses and other economic damages related to
6 the damage to their property, including costs relating to storage, clean-up, disposal, repair,
7 depreciation, and/or replacement of their property, and/or other related consequential damages in an
8 amount according to proof at trial.

9 105. Plaintiffs have suffered injuries, damages and losses, including, but not limited to, those
10 damages previously described. Such harms were unique to each Plaintiff and different from damages
11 suffered by other Plaintiffs.

12 106. Accordingly, Plaintiffs each seek damages to be determined, on an individual basis,
13 according to proof at trial, including, but not limited to, compensatory damages for medical care, pain
14 and suffering, emotional anguish, injury to real and personal property, loss of income and relocation,
15 evacuation expenses and future medical monitoring.

16
17 **FIFTH CAUSE OF ACTION**
18 **PRIVATE NUISANCE**
19 **Against All Defendants**

20 107. Plaintiffs hereby reallege and incorporate by reference each and every allegation in this
21 Complaint as though fully set forth herein in support of this cause of action.

22 108. Defendants, and each of them, by their acts and/or omissions set forth above, directly
23 and legally caused an obstruction to the free use of Plaintiffs’ property, an invasion the Plaintiffs’
24 right to use their property, and/or an interference with the enjoyment of Plaintiffs’ property, resulting
25 in Plaintiffs’ suffering unreasonable harm and substantial actual damages constituting a nuisance
26 pursuant to Civil Code sections 3479 and 3481.

27 109. Defendants’ negligent, reckless, intentional and/or abnormally dangerous actions and
28 inactions created conditions and/or permitted conditions to exist that were harmful to health, offensive

1 to the senses, obstructed and/or entirely prevented free use of property, as to substantially interfere
2 with the comfortable use and enjoyment of property by persons of ordinary sensibilities.

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

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

9 112. In addition, to suffering personal injuries, Plaintiffs' mental health has been adversely
10 impacted because by the injury to the peaceful enjoyment of the property that they occupied, and
11 Plaintiffs have suffered fear, severe emotional distress, anxiety, and mental anguish.

12 113. At no time did the Plaintiffs consent to the Defendants' actions and inactions in creating
13 these conditions.

14 114. As a direct and proximate result of the Defendants' creation of the nuisance, Plaintiffs
15 have suffered injuries, damages and losses. Such harms were unique to each Plaintiff and different
16 from damages suffered by other Plaintiffs.

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

21 116. Plaintiffs seek an order from the Court declaring the operation of the 300-megawatt
22 "Phase I" portion of the Vistra Moss Landing Battery Energy Storage System ("Moss 300 BESS
23 Building") as currently configured to be a private nuisance, which has injuriously affected Plaintiffs'
24 properties and diminished their personal enjoyment of their homes.

25 117. Plaintiffs request that the Court enjoin and abate the nuisance, pursuant to California
26 Code of Civil Procedure § 731, by ordering Defendants to cease operation of the Moss 300 BESS
27 Building until such time as the fire suppression system has been completely redesigned and replaced
28 with technology specifically appropriate for lithium-ion battery fires, as the current water-based heat

1 suppression system is ineffective in stopping thermal runaway or extinguishing lithium-ion fires; the
2 NMC lithium-ion batteries have been replaced with safer batteries that are less prone to thermal
3 instability and can withstand higher temperatures before beginning the thermal runaway process; and
4 the facility has been reconfigured to utilize modular battery containers with proper controls and safety
5 equipment rather than housing too many lithium-ion batteries in one enclosed space.

6 **SIXTH CAUSE OF ACTION**
7 **TRESPASS TO REAL PROPERTY AND CHATTEL**
8 **Against All Defendants**

9 118. Plaintiffs hereby reallege and incorporate by reference each and every allegation in this
10 Complaint as though fully set forth herein in support of this cause of action.

11 119. Plaintiffs are in lawful possession of their properties.

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

15 121. The contaminants released by Defendants have intruded onto and into Plaintiffs'
16 properties, causing physical damage by contaminating soil, structures, fixtures, and other elements of
17 their land. Additionally, Defendants' trespass resulted in damage to Plaintiffs' personal property,
18 including fixtures and structures, through contamination. These harms were a direct consequence of
19 Defendants' actions and would not have occurred otherwise.

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

22 123. Plaintiffs have suffered and continue to suffer from inconvenience, annoyance, and
23 personal discomfort and have sought medical help for their symptoms.

24 124. Plaintiffs have suffered fear, emotional distress, anxiety, and mental anguish.

25 125. Defendants' trespass was the actual and proximate cause of the Plaintiffs' damages and
26 losses including, but not limited to, diminution of the value and marketability of their properties and
27 their property rights; the loss of use of their properties; the loss of use and enjoyment of their
28 properties; and discomfort, inconvenience and annoyance. Defendants are thus liable for the

1 compensatory damages to the Plaintiffs, to be determined on an individual basis, according to proof
2 at trial.

3 **SEVENTH CAUSE OF ACTION**
4 **CIVIL BATTERY**
5 **Against All Defendants**

6 126. The release of hazardous chemicals from the fire at the Moss Landing BESS resulted
7 in exposure, leading to harmful and offensive contact with the Plaintiffs.

8 127. Defendants knew, or should have known, that the chemicals released during the
9 lithium-ion battery fire were highly likely to result in bodily contact, injury, damage, or other harmful
10 and offensive contact with the Plaintiffs.

11 128. Plaintiffs did not consent to any bodily contact, injury, damage, or offensive contact.

12 129. Defendants acts or omissions that led to the harmful and offensive contact was either
13 intentional, grossly or recklessly negligent, or otherwise wanton and reckless. The unauthorized
14 actions of the Defendants have directly and reasonably offended the personal dignity of the Plaintiffs.

15 130. As a direct result of Defendants' actions, Plaintiffs have incurred damages.

16 131. Therefore, Defendants are liable for compensatory damages, to be determined based
17 on the evidence presented at trial, in addition to nominal and punitive damages.

18 **VII. MEDICAL MONITORING**

19 132. Plaintiffs reasonably require future medical monitoring to ensure early detection of any
20 and all cancers, diseases, or illnesses caused from exposure to hazardous chemicals, including nickel,
21 cobalt, manganese, and hydrogen fluoride, as a result of the Moss Landing BESS fire on January 16,
22 2025.

23 133. Plaintiffs face an elevated risk of conditions including, but not limited to, cancer, lung
24 disease, and neurological disorders. The toxic substances released are known to cause such conditions,
25 and medical monitoring is necessary to detect these diseases early.

26 134. Medical monitoring, including regular medical exams and diagnostic tests, is an
27 effective and necessary method for early detection of diseases caused by exposure to hazardous
28

1 substances. It is the only means to detect long-term health impacts from this exposure. The diseases
2 resulting from this exposure have a prolonged latency period, meaning they may not manifest for
3 years. Early detection through medical monitoring is essential for preventing severe health
4 complications.

5 135. Plaintiffs have no adequate remedy at law for these future health risks. Monetary
6 damages alone cannot address the need for early detection and intervention, which is why medical
7 monitoring is necessary.

8 136. Plaintiffs request that the Court order Defendants to provide medical monitoring,
9 including regular medical exams and diagnostic tests, to detect long-term health effects from the fire's
10 toxic emissions, and to cover the costs of such monitoring.

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1 **VIII. PRAYER FOR RELIEF**

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

- 4 a. For compensatory damages in an amount to be proven at trial;
- 5 b. For a permanent injunction ordering that Defendants, and each of them, implement
6 proper safety measures at the BESS facility, including but not limited to using safer
7 battery technologies, proper spacing of battery modules, adequate fire suppression
8 systems, and regular safety inspections and maintenance.
- 9 c. For future medical monitoring;
- 10 d. For punitive damages sufficient to deter future misconduct;
- 11 e. For an award of attorneys' fees and costs;
- 12 f. For pre- and post-judgment interest as allowed by law; and
- 13 g. For such other and further relief as this Court deems just and proper.
- 14

15 DATED: March 10, 2025

Respectfully submitted,

16 **FIGORE ACHERMANN**

17 

18 _____
Jennifer L. Fiore
Sophia Achermann
19 **DANKO MEREDITH**
Michael S. Danko
20 Kristine K. Meredith
21 *Attorneys for Plaintiffs*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs demand a jury trial on all issues and claims so triable.

3
4 DATED: March 10, 2025

Respectfully submitted,

5 **FIORE ACHERMANN**

6 

7 _____
Jennifer L. Fiore
Sophia Achermann
8 **DANKO MEREDITH**
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9 Kristine K. Meredith
Attorneys for Plaintiffs

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