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11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO**

CGC-22-601908

14 JERRY BECHHOLD;
15 RON BELDING;
ALICIA CORREA;
16 MICHAEL DANIEL;
VIRGINIA DANIEL;
17 BARBARA GLOVER;
CARMEN GUERRERO;
18 RUBEN MENTABERRY;
NANCY HILL-MOLDOCH;
19 JATHAN JOHNSON;
LORI NIEVES;
20 JESSE RAMIREZ;
RAYMON SANTANA;
21 JOSEPH SIMPSON;
NICOLE SIMPSON; and
22 BROCK WILSON;

23 Plaintiffs,

24 v.

25 PG&E CORPORATION, a California
Corporation;
26 PACIFIC GAS AND ELECTRIC COMPANY,
a California Corporation;
27 DOES 1-200, inclusive,

28 Defendants.

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

09/21/2022

Clerk of the Court

BY: JEFFREY FLORES

Deputy Clerk

Case No.

Unlimited Jurisdiction

**COMPLAINT FOR DAMAGES AND
INJURIES**

JURY TRIAL DEMANDED

1
2 Plaintiffs JERRY BECHHOLD; RON BELDING; ALICIA CORREA; MICHAEL DANIEL;
3 VIRGINIA DANIEL; BARBARA GLOVER; CARMEN GUERRERO; RUBEN MENTABERRY;
4 NANCY HILL-MOLDOCH; JATHAN JOHNSON; LORI NIEVES; JESSE RAMIREZ; RAYMON
5 SANTANA; JOSEPH SIMPSON; NICOLE SIMPSON; and BROCK WILSON; (“Plaintiffs”), by and
6 through their undersigned counsel, hereby file the following complaint for damages and injuries
7 (“Complaint”) against all Defendants and DOES 1-200.

8 **I. INTRODUCTION**

9 1. This Complaint arises from a wildfire that PG&E’s power lines caused to ignite on
10 September 6, 2022—a wildfire now called the “Mosquito Fire.”



21 **Flames from the Mosquito Fire (El Dorado and Placer Counties) - Photo by Metro Fire of Sacramento via Reuters**

22 2. The Mosquito Fire started when electrical equipment within PG&E’s utility
23 infrastructure contacted, or caused sparks to contact, surrounding vegetation.

24 3. To date, the Mosquito Fire has been burning for approximately fourteen days. It has
25 destroyed approximately 76,290 acres, more than 78 structures, damaged another 13 structures, and has
26 significantly impacted the counties of El Dorado and Placer Counties. The Mosquito Fire is now the
27 largest wildfire this year.

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1 4. Plaintiffs are homeowners, renters, business owners, and other individuals and entities
2 whose property and lives were, literally and figuratively, burned to the ground by the Mosquito Fire.



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12 **Example of Destruction Caused by the Mosquito Fire (El Dorado and Placer County) - Photo by**
13 **Xavier Mascarenas via The Fresno Bee**

14 5. Plaintiffs now sue PG&E CORPORATION, PACIFIC GAS AND ELECTRIC
15 COMPANY, and DOES 1-200 for damages and all other available remedies arising from the harms
16 caused by the Mosquito Fire.

17 **II. JURISDICTION AND VENUE**

18 6. Venue is proper in San Francisco County as Defendant’s principal place of business is
19 located in San Francisco County. Plaintiffs are informed and believe, and thereon allege, that all
20 Defendants resided and/or conducted business in San Francisco County at the time they committed the
21 acts and omissions that give rise to this Complaint.

22 7. This Court has jurisdiction over this matter pursuant to Code of Civil Procedure sections
23 395(a) and 410.10 because Defendants are incorporated in California, have their headquarters in San
24 Francisco, California, reside in and do significant business in the County of San Francisco, engage in
25 the bulk of its corporate activities in California, and maintain the majority of its corporate assets in
26 California to render the exercise of jurisdiction over Defendants consistent with the traditional notions
27 of fair play and substantial justice.

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1 8. The Superior Court of San Francisco, as a court of general jurisdiction, has subject-
2 matter jurisdiction over this unlimited civil case, as well as personal jurisdiction over each of the
3 Defendants.

4 **III. PARTIES**

5 **A. Plaintiffs**

6 9. Plaintiffs are individuals and other legal entities who were, at all times relevant to this
7 pleading, homeowners, renters, business owners, and/or other individuals and legal entities who were
8 residents, occupants, and/or had property located in El Dorado and Placer Counties.

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

13 **B. Defendants**

14 11. Defendant PG&E CORPORATION was, at all times relevant to this pleading, a
15 California corporation authorized to do, and doing business, in California, with its headquarters in San
16 Francisco, California. At all times relevant to this pleading, PG&E Corporation acted to provide a
17 utility, including electrical services, to members of the public in California, including residents of San
18 Francisco County, Placer County, and El Dorado County. PG&E CORPORATION did so through its
19 agents and subsidiaries, including PACIFIC GAS AND ELECTRIC COMPANY.

20 12. Defendant PACIFIC GAS AND ELECTRIC COMPANY was, at all times relevant to
21 this pleading, a California corporation authorized to do, and doing business, in California, with its
22 headquarters in San Francisco, California. At all times relevant to this pleading, PACIFIC GAS AND
23 ELECTRIC COMPANY acted to provide a utility, including electrical services, to members of the
24 public in California, including residents of San Francisco County, Placer County, and El Dorado
25 County. PACIFIC GAS AND ELECTRIC COMPANY is a subsidiary or other entity wholly
26 controlled by PG&E CORPORATION.

27 13. PACIFIC GAS AND ELECTRIC COMPANY is one of the largest combination natural
28 gas and electric utilities in the United States. PG&E CORPORATION and PACIFIC GAS AND

1 ELECTRIC COMPANY are jointly and severally liable for each other’s wrongful acts and/or
2 omissions as alleged herein. These companies do not compete against one another but instead operate
3 as a single enterprise, integrating their resources to achieve a common business purpose. These
4 companies are so organized and controlled that one is a mere instrumentality, agent, and/or conduit of
5 the other. Officers, managers, and directors are intertwined and not fully independent of one another.
6 These companies share legal counsel, share unified policies and procedures, file consolidated financial
7 statements and regulatory documents. Thus, as used herein, “PG&E” refers collectively to defendants
8 PG&E CORPORATION and PACIFIC GAS AND ELECTRIC COMPANY.

9 14. PG&E is in the business of providing electricity to the residents of, among other places,
10 San Francisco County, Placer County, and El Dorado County through a utility infrastructure, including
11 a network of electrical transmission and distribution lines. PG&E is a “public utility” under Public
12 Utilities Code sections 216(a)(1) and 218(a).

13 15. The true names and capacities of defendants DOES 1 through 200 are currently
14 unknown to Plaintiffs who, therefore, sue these defendants under these fictitious names pursuant to
15 Code of Civil Procedure section 474. These defendants are each directly and/or vicariously responsible,
16 in some manner, for the harms alleged herein. If/when Plaintiffs learn these defendants’ true names
17 and capacities, Plaintiffs will seek leave to amend this pleading accordingly.

18 16. “Defendants” refers collectively to PG&E and DOES 1 through 200.

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

1 **IV. FACTS**

2 18. In an incident report to the California Public Utilities Commission (“Public Utilities
3 Commission”) dated September 8, 2022, PG&E reported that, “the Mosquito fire began on September
4 6, 2022, near OxBow Reservoir in Placer County...The USFS has placed caution tape around the base
5 of a PG&E transmission pole (60Kv) ...Our information reflects electrical activity occurred close in
6 time to the report time of the fire.”

7 19. By submitting the above-described report, PG&E has admitted its equipment may have
8 sparked the Mosquito Fire. Plaintiffs are thus informed and believe the Mosquito Fire was caused by
9 PG&E’s high-voltage distribution line. Moreover, the Mosquito Fire occurred because: (1) PG&E’s
10 utility infrastructure was intended, designed, and constructed to pass electricity through exposed power
11 lines in vegetated areas; (2) PG&E negligently, recklessly, and wantonly failed to maintain and operate
12 the electrical equipment in its utility infrastructure; and/or (3) PG&E negligently, recklessly, and
13 wantonly failed to maintain the appropriate clearance area between the electrical equipment in its utility
14 infrastructure and surrounding vegetation.

15 20. The conditions and circumstances surrounding the ignition of the Mosquito Fire,
16 including the nature and condition of PG&E’s electrical infrastructure, low humidity, strong winds, and
17 tinder-like dry vegetation were foreseeable by any reasonably prudent person and, therefore, were
18 certainly foreseeable to Defendants—those with special knowledge and expertise as electrical services
19 providers and their employees and agents.

20 21. The Mosquito Fire caused Plaintiffs to suffer substantial harms, including: damage to
21 and/or destruction of real property; damage to and/or loss of personal property, including cherished
22 possessions; out-of-pocket expenses directly and proximately incurred as a result of the fire; alternative
23 living expenses; evacuation expenses; personal injuries; medical bills; lost wages; loss of earning
24 capacity; loss of business income and/or goodwill; and various types of emotional distress, annoyance,
25 inconvenience, disturbance, mental anguish, and loss of quiet enjoyment of property. The harms
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1 caused by the Defendants are extensive and ongoing.



16 **Example of Devastation Caused by Mosquito Fire -Photo by Noah Berger Associated Press via KCRA 3**

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18 **V. PG&E’S PRIOR HISTORY**

19 22. At the time the Mosquito Fire ignited on September 6, 2022, Defendants were actually
20 aware that the nature and condition of its electrical equipment, along with geographic, weather,
21 ecological, and other conditions, gave rise to a high risk that PG&E’s electrical equipment would ignite
22 a wildfire like the Mosquito Fire.

23 23. Defendants’ awareness of this risk arose, in large part, from an extensive history of
24 PG&E’s electrical equipment causing devastating and deadly wildfires. There are numerous examples
25 of PG&E’s electrical equipment igniting wildfires over the years under conditions and circumstances
26 similar to those of the Mosquito Fire. Since 2013, PG&E’s electrical equipment has caused more than
27 1,500 wildfires across the state, including, but not limited to, the 2015 Butte Fire, the 2017 North Bay
28 Fires, the 2018 Camp Fire, the 2019 Kincade Fire, the 2020 Zogg Fire, and the 2021 Dixie Fire. The

1 Camp Fire is the state’s deadliest wildfire to date, killing 85 people, and one of the North Bay Fires
2 (namely, the Tubbs Fire) is currently the state’s fourth deadliest wildfire.

3 24. These previous wildfires put Defendants on actual notice that PG&E’s ineffective
4 vegetation management programs, unsafe equipment, and aging electrical infrastructure created a
5 predictable risk that PG&E’s electrical equipment would ignite a wildfire such as the Mosquito Fire.

6 25. These wildfires are not the result of an “act of God” or other *force majeure*. These
7 wildfires were started by sparks from high-voltage transmission lines, distribution lines, appurtenances,
8 and other electrical equipment within PG&E’s utility infrastructure that ignited surrounding vegetation.
9 Despite these previous wildfires, Defendants have deliberately, and repeatedly, prioritized profits over
10 safety. That is, Defendants have a history of acting recklessly and with conscious disregard to human
11 life and safety, and this history of recklessness and conscious disregard was a substantial factor in
12 bringing about the Mosquito Fire.

13 **VI. CAUSES OF ACTION**

14 Plaintiffs hereby allege the following causes of action.

15 **FIRST CAUSE OF ACTION**

16 **Inverse Condemnation**

17 **(Against All Defendants)**

18 26. All previous paragraphs are incorporated into this cause of action.

19 27. On September 6, 2022, Plaintiffs were the owners of real property and/or personal
20 property in the area of the Mosquito Fire.

21 28. Prior to and on September 6, 2022, Defendants had each designed, constructed,
22 installed, operated, controlled, used, and/or maintained the facilities, lines, wires, and/or other electrical
23 equipment within PG&E’s utility infrastructure, including the transmission and distribution lines in and
24 around the location of the Mosquito Fire, for the purpose of providing electrical services to large
25 swaths of the public.

26 29. On September 6, 2022, Defendants were actually aware of the inherent dangers and risks
27 that the electrical equipment within PG&E’s electrical-utility infrastructure (as deliberately designed
28 and constructed) would ignite a wildfire like the Mosquito Fire.

1 consultant fees, and litigation costs and expense, as allowed under Code of Civil Procedure section
2 1021.9.

3 40. Those of Plaintiffs who suffered damage to timber, trees, or underwood as a result of the
4 Mosquito Fire also seek treble or double damages for wrongful injuries to their property inclusive of
5 timber, trees, or underwood, as permitted by Civil Code section 3346.

6 41. Defendants, including one or more PG&E officers, directors, and/or managers, have
7 deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a history of acting
8 recklessly and with conscious disregard to human life and safety, and this history of recklessness and
9 conscious disregard was a substantial factor in bringing about the Mosquito Fire. This is despicable
10 and oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish
11 Defendants' long history of prioritizing profits over safety and to deter such conduct in the future.

12 **THIRD CAUSE OF ACTION**

13 **Nuisance**

14 **(Against All Defendants)**

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

16 43. On September 6, 2022, Plaintiffs were the owners, tenants, and/or lawful occupiers of
17 real properties in the area of the Mosquito Fire.

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

23 45. These conditions interfered with Plaintiffs' quiet enjoyment of their properties in a way
24 unique to each of Plaintiffs.

25 46. These conditions also affected a substantial number of people at the same time.

26 47. At no time did Plaintiffs consent to Defendants' actions and inactions in creating these
27 conditions.

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1 55. Defendants failed to furnish and maintain such adequate, efficient, just, and reasonable
2 service, instrumentalities, equipment, and facilities as are necessary to promote the safety, health,
3 comfort, and convenience of PG&E patrons and the public, as required by Public Utilities Code section
4 451.

5 56. Defendants failed to comply with the requirements for overhead line design,
6 construction, and maintenance, the application of which will ensure adequate service and secure safety
7 to persons engaged in the construction, maintenance, operation or use of overhead lines and to the
8 public in general, as required by Public Utilities Commission General Order 95, including Rules 31.2,
9 35, and 38, which set forth inspection, vegetation-management, and minimum-clearance requirements.

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

13 58. Defendants' failure to comply with applicable provisions of the Public Utilities Act and
14 with applicable Public Utilities Commission orders and rules, was a substantial factor in causing
15 Plaintiffs to suffer damages including, but not limited to, destruction of and damage to real property,
16 destruction of and damage to structures, destruction of and damage to personal property and cherished
17 possessions, discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and
18 emotional distress. Plaintiffs each seek damages to be determined, on an individual basis, according to
19 proof at trial.

20 59. Defendants, including one or more PG&E officers, directors, and/or managers, have
21 deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a history of acting
22 recklessly and with conscious disregard to human life and safety, and this history of recklessness and
23 conscious disregard was a substantial factor in bringing about the Mosquito Fire. Defendants' actions
24 were willful, and this is despicable and oppressive conduct. Plaintiffs thus seek punitive damages in an
25 amount sufficient to punish Defendants' long history of prioritizing profits over safety and to deter such
26 conduct in the future.

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1 **FIFTH CAUSE OF ACTION**

2 **Health & Safety Code § 13007**

3 **(Against all Defendants)**

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

5 61. Defendants negligently, recklessly, and/or in violation of law, allowed the Mosquito Fire
6 to be set and allowed the Mosquito Fire to escape to Plaintiffs' properties.

7 62. Defendants' negligent, reckless, and/or illegal actions and inactions in allowing the
8 Mosquito Fire to be set and escape to Plaintiffs' properties was a substantial factor in causing Plaintiffs
9 to suffer damages including, but not limited to, destruction of and damage to real property, destruction
10 of and damage to structures, destruction of and damage to personal property and cherished possessions,
11 discomfort, annoyance, inconvenience, mental anguish, loss of quiet enjoyment, and emotional distress.
12 Plaintiffs each seek damages to be determined, on an individual basis, according to proof at trial.

13 63. Those of Plaintiffs whose real property was under cultivation or used for the raising of
14 livestock have hired and retained counsel to recover compensation for their losses and damages caused
15 by the Mosquito Fire. Thus, they also seek to recover all reasonable attorneys' fees, expert fees,
16 consultant fees, and litigation costs and expense, as allowed under Code of Civil Procedure section
17 1021.9.

18 64. Defendants, including one or more PG&E officers, directors, and/or managers, have
19 deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a history of acting
20 recklessly and with conscious disregard to human life and safety, and this history of recklessness and
21 conscious disregard was a substantial factor in bringing about the Mosquito Fire. This is despicable and
22 oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish
23 Defendants' long history of prioritizing profits over safety and to deter such conduct in the future.

24 **SIXTH CAUSE OF ACTION**

25 **Negligence**

26 **(Against All Defendants)**

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

1 66. Defendants each have special knowledge and expertise far beyond that of a layperson
2 with regard to the safe design, engineering, construction, use, operation, inspection, repair, and
3 maintenance of PG&E's electrical lines, infrastructure, equipment, and vegetation management efforts.
4 The provision of electrical services involves a peculiar and inherent danger and risk of wildfires.

5 67. Prior to and on September 6, 2022, Defendants had a non-delegable duty to apply a level
6 of care commensurate with, and proportionate to, the inherent dangers in designing, engineering,
7 constructing, operating, and maintaining electrical transmission and distribution systems. This duty also
8 required Defendants to maintain appropriate vegetation management programs, for the control of
9 vegetation surrounding PG&E's exposed power lines. This duty also required Defendants to consider
10 the changing conditions PG&E's electrical transmission and distribution systems, as well as changing
11 geographic, weather, and ecological conditions. This duty also required Defendants to take special
12 precautions to protect adjoining properties from wildfires caused by PG&E's electrical equipment.

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

- 14 a. Failing to design, construct, operate, and maintain PG&E's high-voltage
15 transmission and distribution lines and associated equipment, in a way that
16 would withstand the foreseeable risk of wildfires in the area of the Mosquito
17 Fire;
- 18 b. Failing to prevent electrical transmission and distribution lines from
19 improperly sagging or making contact with other metal;
- 20 c. Failing to properly inspect and maintain vegetation within proximity to
21 energized transmission and distribution lines to mitigate the risk of fire;
- 22 d. Failing to conduct reasonably prompt, proper, and frequent inspections of
23 PG&E's power lines and associated equipment;
- 24 e. Failing to promptly de-energize exposed power lines during fire-prone
25 conditions;
- 26 f. Failing to properly train and supervise employees and agents responsible for
27 maintenance and inspection of power lines; and/or

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1 g. Failing to implement and follow regulations and reasonably prudent practices
2 to avoid fire ignition.

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

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

14 71. Defendants, including one or more PG&E officers, directors, and/or managers, have
15 deliberately, and repeatedly, prioritized profits over safety. That is, Defendants have a history of acting
16 recklessly and with conscious disregard to human life and safety, and this history of recklessness and
17 conscious disregard was a substantial factor in bringing about the Mosquito Fire. This is despicable
18 and oppressive conduct. Plaintiffs thus seek punitive damages in an amount sufficient to punish
19 Defendants' long history of prioritizing profits over safety and to deter such conduct in the future.

20 **VII. PRAYER FOR RELIEF**

21 Plaintiffs seek the following damages in an amount according to proof at the time of trial:

22 a. For Inverse Condemnation:

- 23 i. Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
24 personal and/or real property;
- 25 ii. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
26 personal property;
- 27 iii. Loss of wages, earning capacity and/or business profits and/or any related
28 displacement expenses;

- 1 iv. Prejudgment interest from September 6, 2022;
- 2 v. Pursuant to Code of Civil Procedure section 1036 and all other applicable law,
- 3 all reasonable costs, disbursements, and expenses, including reasonable
- 4 attorney, appraisal, and engineering fees, actually incurred because of this
- 5 proceeding in the trial court and/or in any appellate proceeding in which
- 6 Plaintiffs prevail on any issue; and
- 7 vi. Such other and further relief as the Court shall deem proper, all according to
- 8 proof.
- 9 b. For all other claims:
- 10 i. General and/or special damages determined on an individual basis according
- 11 to proof;
- 12 ii. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
- 13 personal property;
- 14 iii. Loss of wages, earning capacity, goodwill, and/or business profits or proceeds
- 15 and/or any related displacement expenses;
- 16 iv. Evacuation expenses and alternate living expenses;
- 17 v. Erosion damage to real property;
- 18 vi. Past and future medical expenses and incidental expenses;
- 19 vii. General damages for personal injury, emotional distress, fear, annoyance,
- 20 disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of
- 21 property;
- 22 viii. Attorneys' fees, expert fees, consultant fees, and litigation costs and expense,
- 23 as allowed under Code of Civil Procedure section 1021.9 and all other
- 24 applicable law;
- 25 ix. Prejudgment interest from September 6, 2022;
- 26 x. For punitive and exemplary damages against PG&E in an amount sufficient to
- 27 punish Defendants' conduct and deter similar conduct in the future, as allowed
- 28 under Public Utilities Code section 2106 and all other applicable law; and

1 xi. Any and all other and further such relief as the Court shall deem proper, all
2 according to proof.

3 **VII. JURY TRIAL DEMAND**

4 Plaintiffs hereby respectfully request that this Court provide them with a jury trial on all causes
5 of action for which a jury trial is available under the law.

6
7 Dated: September 21, 2022

SINGLETON SCHREIBER, LLP

8 By: Gerald Singleton
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