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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF DESCHUTES

RONALD DEES and DEBRA DEES  
(individually and doing business as “The  
RiverD”);

Plaintiffs,

v.

CENTRAL ELECTRIC  
COOPERATIVE, INC., an Oregon  
cooperative,

Defendant.

CASE NO. [Case #]

**COMPLAINT—PERSONAL  
INJURY AND PROPERTY  
DAMAGE**

**NEGLIGENCE; TRESPASS;  
NUISANCE; AND NEGLIGENT  
INFLICTION OF EMOTIONAL  
DISTRESS**

**DEMAND FOR JURY TRIAL**

Amount Claimed: More than  
\$10,000,000

FILING FEE AUTHORITY (ORS  
21.160(1)(e): \$1,178

Plaintiffs, by and through their undersigned counsel, hereby file the following complaint for damages (“Complaint”) against Defendant Central Electric Cooperative, Inc., an Oregon cooperative and registered electric utility (“Defendant” or “CEC”):

**INTRODUCTION**

1. This Complaint arises from the Cram Fire, a catastrophic wildfire that ignited on July 13, 2025, in Jefferson County, Oregon. The Cram Fire was caused by an energized powerline and related infrastructure owned, operated, and managed by Defendant CEC. The Cram Fire was

1 ignited when a 12 kilovolt (kV) power line belonging to CEC became downed and ignited nearby  
2 brush and vegetation

3         2. Aided by hot and dry conditions and by strong winds for which multiple red flag  
4 warnings were issued, the fire quickly spread to become the largest fire in the Pacific Northwest  
5 in 2025, burning nearly 100,000 acres over several weeks, displacing more than 1,300 residents,  
6 including Plaintiffs, from three different counties (Jefferson, Wasco, and Crook), forcing the  
7 closure of sections of U.S. Highway 97, and destroying residences, structures, and grazing land  
8 needed for family farms and other businesses. Heroic efforts to respond to and fight the fire  
9 involved nearly 1,000 firefighters, close to 100 fire engines, 19 hand crews, and 8 aircraft.  
10 Ultimately, through heroic effort, firefighters were able to achieve containment, reaching 100%  
11 containment on or about July 27, 2025, though the fire continued burning from within its  
12 containment for several more days.



21  
22 *The Cram Fire burns a forested area in Central Oregon, Photo from Official Information*  
23 *Page for Cram Fire, July 18, 2025, <https://www.facebook.com/CramFire2025>*

24         3. Despite the high risk of wildfires, Defendant CEC negligently and recklessly failed  
25 to appropriately maintain its equipment, including power lines, utility poles, and/or related  
26 infrastructure that Defendant CEC kept energized despite the risk of fire, leading to the downing  
27 of the energized power line that ignited the Cram Fire. The photograph below, which was taken

1 very shortly after CEC's powerlines ignited the fire, depicts the downed line along with flames  
2 spreading from CEC's utility pole to nearby brush and vegetation.



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16 *The start of the Cram fire, burning near U.S. Highway 97 and NE Pony Butte Road in*  
17 *Willowdale, Oregon. [https://www.facebook.com/CentralOregonDaily/posts/cram-fire-update-](https://www.facebook.com/CentralOregonDaily/posts/cram-fire-update-a-transformer-is-the-cause-of-the-cram-fire-north-of-madras-tha/1370208625111181/)*  
18 *[a-transformer-is-the-cause-of-the-cram-fire-north-of-madras-tha/1370208625111181/](https://www.facebook.com/CentralOregonDaily/posts/cram-fire-update-a-transformer-is-the-cause-of-the-cram-fire-north-of-madras-tha/1370208625111181/)*

19 4. Plaintiffs are residents of the area, whose property was damaged and destroyed by  
20 the Cram Fire. Plaintiffs saw the downed powerline and observed that their power went out  
21 immediately before they observed the fire, which was approaching their home and buildings.  
22 Plaintiffs now sue Defendant CEC for just compensation, damages, and all other available  
23 remedies arising from the takings and harms caused by the Cram Fire. Plaintiffs make the  
24 allegations in this Complaint based on personal knowledge, information and belief, and/or the  
25 investigation and research of counsel.



*The Cram Fire burns and smokes brushland adjacent to U.S. Highway 97, Photo from Official Information Page for Cram Fire, July 14, 2025, <https://www.facebook.com/CramFire2025>*

### **JURISDICTION & VENUE**

5. This Court has jurisdiction pursuant to Oregon Revised Statutes (ORS) 14.030, because Defendant CEC resides in Deschutes County.

6. Venue is proper in this Court pursuant to ORS §§ 14.080 and 14.050 because Defendant CEC is headquartered and operates in Deschutes County and because some part of part of the events and omissions giving rise to Plaintiffs' claims occurred in Deschutes County.

### **PARTIES**

7. Plaintiffs Ronald and Debra Dees are married individuals (collectively referred to as "Plaintiffs"). Plaintiffs are residents of the State of Oregon. Plaintiffs own and operate a ranching business, the RiverD, which operates in and around Central Oregon.

8. At all times relevant to this Complaint, Plaintiffs were residents and occupants of real property located in Jefferson County, Oregon, and had a property interest located therein. The

1 Cram Fire interfered with their personal rights and interests in property and destroyed or damaged  
2 their personal and real property.

3 9. Defendant CEC is an Oregon cooperative doing business as a public utility in  
4 Oregon. CEC's primary place of business is at 2098 NW 6th Street, Redmond, Deschutes County,  
5 Oregon, 97756. CEC conducts regular, sustained business in Jefferson County, and owns and  
6 operates an electric utility infrastructure in Oregon to transmit, supply, and provide electricity to  
7 public and private consumers.

### 8 **FACTUAL BACKGROUND**

#### 9 **A. Defendant Had a Duty to Safely Maintain and Operate Its Electric Utility 10 Infrastructure**

11 10. Defendant supplies electricity in central Oregon, including in Jefferson County,  
12 Oregon. Defendant owns, operates, maintains, and repairs utility infrastructures that transmit  
13 electricity to utility customers and to residents, businesses, schools, and industries in Oregon,  
14 including in and around the ignition point of origin of the Cram Fire.

15 11. Operating high-voltage electrical equipment as part of an electric utility  
16 infrastructure carries inherent dangers. The inherent and heightened danger associated with the  
17 transmission and distribution of electricity through overhead powerlines in vegetated areas  
18 requires Defendant to exercise care to protect the public and the communities in which its electric  
19 utility infrastructures operate. Moreover, Defendant has a level of expertise about the operation  
20 of electric utility infrastructure far beyond that of a layperson.

21 12. Oregon lawmakers recognize that Defendant's electric utility infrastructures pose  
22 real and significant fire threats. As Governor Kate Brown's Wildfire Council stated in its  
23 Recommendations on Utility Preparedness: "As the frequency, intensity, and duration of wildfires  
24 has increased in the West, there is a need to have electrical companies take measures to reduce the  
25 risk of these events. For example, powerline fires are on average ten (10) times larger than fires  
26 from other causes."

27 13. Defendant had a duty to adequately operate, monitor, maintain, and repair its

1 electric utility infrastructures to ensure that they did not cause fires. This duty included, but is not  
2 limited to, deenergizing powerlines during periods of critical fire risk, to adequately maintain,  
3 inspect, repair, and operate powerlines, utility poles, and other infrastructure so as to prevent  
4 energized powerlines from becoming downed, and to prevent fires. Defendant's duty also included  
5 not allowing anything around its infrastructure and equipment (including land, vegetation, objects,  
6 and structures) to exist, develop, or grow, such that it was likely to come into contact with its  
7 electric utility infrastructure in such a way as to cause a fire or otherwise endanger the public.

8 **B. Defendant knew or should have known of the risk of wildfire in Central Oregon and**  
9 **Jefferson County in July 2025**

10 14. CEC knew that the combination of near constant winds, the "high-desert" climate,  
11 rangeland/scrub forest vegetation, and hot, dry summer conditions created a high risk of wildfires  
12 in Central Oregon, including in Jefferson and the surrounding counties. In fact, nearly every year,  
13 Central Oregon, including Jefferson County, Wasco County, Crook County, and other counties  
14 neighboring Jefferson County, experience devastating wildfires each summer that have burned  
15 hundreds of thousands of acres of rangeland and scrub forest in Central Oregon, invariably  
16 exacerbated by summer conditions and the high desert climate of Central Oregon.

17 15. For example, in July 2012, the Lava Fire, ignited by lightning, burned more than  
18 21,500 acres of rangeland and scrub forest in northern Lake County in central Oregon.

19 16. In early August 2017, the Cinder Butte Fire, determined to be human caused,  
20 burned more than 52,000 acres of primarily rangeland in northern Lake County and Harney County  
21 in central Oregon. The fire quickly spread due to a combination of hot-dry weather and gusty  
22 winds, which created dangerous fire conditions across central Oregon.

23 17. In July 2017, the Whitewater Fire, ignited by a lightning strike, burned  
24 approximately 14,500 acres in the Mount Jefferson Wilderness area in central Oregon, in  
25 neighboring Marion County, Oregon.

26 18. In August 2017, the Milli Fire, ignited by a lightning strike, burned more than 24,000  
27 acres in Deschutes County near Sisters, Oregon, a little over 30 miles from the ignition point of

1 the Cram Fire.

2 19. In June, July, and August 2018 multiple wildfires destroyed hundreds of thousands  
3 of acres of land in Central Oregon, including in the counties impacted by the Cram Fire. For  
4 example, in June 2018, the Boxcar Fire, ignited by a lightning strike, burned more than 100,000  
5 acres in neighboring Wasco County, central Oregon. In June and July 2018, the Graham Fire,  
6 ignited by a lightning strike, burned more than 2,000 acres of rangeland and scrub forest near  
7 Culver in Jefferson County, Oregon. In June and July 2018, the Jack Knife Fire, ignited by a  
8 lightning strike, burned more than 15,000 acres of rangeland in neighboring Sherman County,  
9 central Oregon. In July 2018, the Long Hollow Fire, ignited by farm equipment, burned more than  
10 33,000 acres of land near Dufur, in neighboring Wasco County, central Oregon. In July and August  
11 2018, the Substation Fire, believed to have been human caused, burned more than 75,000 acres of  
12 land near The Dalles, in neighboring Wasco County, central Oregon. In August 2018, the South  
13 Valley Fire, concluded to have been human caused, burned more than 20,000 acres of land near  
14 Dufur, in neighboring Wasco County, central Oregon.

15 20. In June, July, and August 2021, multiple wildfires destroyed hundreds of thousands  
16 of acres of land in Central Oregon, including the counties impacted by the Cram Fire. For example,  
17 the S-503 and Wrenthem Market Fires each burned approximately 7,000 acres in June and July  
18 2021 in Wasco County. In July-August, the Rattlesnake Fire burned more than 5,000 acres of land  
19 in Jefferson and Wasco Counties. In June and July, the Ryegrass 0444 RS Fire burned more than  
20 1,000 acres of land in Crook County. In July the Grandview Fire burned more than 6,000 acres of  
21 land in Jefferson and Deschutes Counties. In July-August, the Deep Creek 0685 RN Fire, ignited  
22 by lightning, burned more than 1,200 acres.

23 21. In August 2022, the Cedar Creek Fire, ignited by lightning, burned more than  
24 112,000 acres of land in Deschutes and Lane Counties. The Miller Road Fire, cause unknown,  
25 burned more than 10,000 acres of land in Wasco County.

26 22. In July 2023, the Alder Creek Fire, cause undetermined, burned more than 1,500  
27 acres of land in neighboring Wheeler County in central Oregon. That same year, the Simnasho

1 Fire, cause undetermined, burned more than 1,200 acres of land in Wasco County.

2 23. In June, July, August, and September 2024 multiple wildfires destroyed hundreds  
3 of thousands of acres of land in Central Oregon, including in the counties impacted by the Cram  
4 fire. For example, in June 2024, the Lond Bend Fire burned more than 1,000 acres of land in Wasco  
5 County. In July 2024, the Larch Creek Fire, determined to have been human caused, burned more  
6 than 18,000 acres of land near Friend, Oregon in Wasco County. Between July and September  
7 2024, the Crazy Creek Fire, ignited by a lightning strike, burned more than 86,000 acres of land in  
8 Crook and Wheeler Counties in central Oregon. In August 2024, the Elk Lane Fire, ignited by  
9 lightning, burned more than 5,000 acres of land in Jefferson County.

10 24. Prior to the Cram fire, multiple wildfires have burned thousands of acres in Central  
11 Oregon in 2025. In June 2025, the Alder Springs Fire, determined to have been human caused,  
12 burned more than 3,000 acres of land in Jefferson County, Oregon. In June 2025, the Ferry Fire,  
13 the cause of which is still under investigation, burned more than 10,000 acres of land in Gilliam  
14 and Sherman Counties in central Oregon. The Rowena Fire, which started in June 2025 and  
15 destroyed several homes and properties in the Dalles, burned approximately 3,000 acres in Wasco  
16 County, and is believed to have been ignited by sparks from a Union Pacific train. In July 2025,  
17 the Willow Fire, ignited by lightning, burned more than 4,400 acres of land in Crook County,  
18 central Oregon.

19 **C. CEC's Powerlines and related infrastructure Ignited the Cram Fire on July 13, 2025.**

20 25. The combination of strong and gusty winds, low relative humidity, and hot  
21 temperatures resulted in extreme wildfire risk prior to and on July 13, 2025, Jefferson, Wasco, and  
22 Crook Counties, Oregon.

23 26. Despite the extreme risk of wildfires in Jefferson County and the surrounding area,  
24 Defendant CEC continued to operated its utility lines in an area with dry, overgrown vegetation.

25 27. Eyewitnesses observed power outages in the area where the fire ignited and almost  
26 immediately thereafter observed a downed CEC powerline from which sparks and/or other  
27

1 materials ignited the Cram fire. Fueled by high temperatures, dry conditions, and powerful wind  
2 gusts of at least 20 miles per hour, the Cram Fire quickly spread and grew to nearly 100,000 acres,  
3 becoming one of the largest fires in the Northwest United States in 2025. As the fire continued to  
4 spread, the Jefferson County Sheriff's Office made public statements indicating that the Cram Fire  
5 was caused by electrical equipment.<sup>1</sup> Based on information and belief, this electrical equipment is  
6 owned and operated by Defendant CEC.

7 **D. Plaintiffs have suffered substantial harms as a result of Cram Fire.**

8 28. The Cram Fire caused Plaintiffs to evacuate and be displaced from their home and  
9 property. Due to the Cram Fire, Plaintiffs suffered, and will continue to suffer, substantial harms,  
10 including, but not limited to, the following:

- 11 a. Damage to, destruction of, and loss of real and personal property, including  
12 property that was unique and/or had peculiar personal value to Plaintiffs;
- 13 b. Annoyance, inconvenience, disturbance, and loss of use and enjoyment of  
14 property;
- 15 c. Diminution in the fair market value of their property;
- 16 d. Loss of business income and business goodwill;
- 17 e. Out-of-pocket expenses directly and proximately incurred because of the  
18 fire;
- 19 f. Evacuation and additional living expenses;
- 20 g. Lost wages;
- 21 h. Physical injury;
- 22 i. Discomfort, fear, upset, mental and emotional distress; and
- 23 j. Investigation costs, litigation costs, and attorney fees.

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27 <sup>1</sup> The Cram Fire burns a forested area in Central Oregon, Photo from Official Information Page  
for Cram Fire, July 18, 2025, <https://www.facebook.com/CramFire2025>



Property damage caused by Cram Fire in Jefferson, County, Oregon. See <https://ktvz.com/news/fire-alert/2025/07/18/community-members-say-a-home-and-barn-have-been-lost-in-ashwood-as-the-cram-fire-rages-on/>

## **CLAIMS FOR RELIEF**

### **FIRST CLAIM FOR RELIEF**

#### **(Negligence)**

29. Plaintiffs reallege and incorporate by reference the foregoing allegations as if fully set forth herein.

30. Electricity is a dangerous instrumentality that poses an inherent risk to people and property. The provision of electrical services involves a peculiar and inherent risk of wildfire and requires the exercise of care and precaution commensurate with and proportionate to that increased risk, so as to make the transport of electricity through an electric utility infrastructure safe under all circumstances and exigencies.

31. Defendant CEC has special knowledge and expertise far beyond that of a layperson about the safe operation, maintenance, and repair of electric utility infrastructures including vegetation management efforts.

32. Prior to and on July 13, 2025, Defendant CEC had a duty to apply a level of care

1 commensurate with, and proportionate to, the inherent dangers in operating, maintaining, and  
2 repairing an electric utility infrastructure. This duty also required CEC to maintain an appropriate  
3 vegetation management program for the control of vegetation surrounding CEC's exposed power  
4 lines and utility poles. This duty also required CEC to consider the changing conditions of its  
5 electric utility infrastructure, as well as changing geographic, weather, and ecological conditions.  
6 This duty also required CEC to take special precautions to protect nearby properties from wildfires  
7 caused by CEC's electric utility infrastructure.

8 33. CEC breached its duties by negligently, carelessly, and/or recklessly:

9 a. Operating and maintaining its electric utility infrastructure in a manner that  
10 was inadequate to withstand the foreseeable risk of wildfires;

11 b. Maintaining and inspecting vegetation within proximity of its energized  
12 powerlines in a manner that did not adequately mitigate the foreseeable risk of fire;

13 c. Conducting inspections that were not sufficiently prompt, proper, or  
14 frequent to protect its electric utility infrastructure;

15 d. Keeping breakers closed during extremely dangerous wildfire conditions;

16 e. Keeping breakers set on automatic reclose during extremely dangerous  
17 wildfire conditions;

18 f. Energizing its electric utility infrastructure despite the extreme fire risk on  
19 the afternoon of July 13, 2025;

20 g. Providing inadequate training and supervision of employees and agents  
21 responsible for maintenance and inspection of its electric utility infrastructure and the  
22 surrounding vegetation;

23 h. Developing and implementing a wildfire mitigation plan;

24 i. Failing to timely implement an emergency response plan in the event of fire  
25 ignition on or near its utility poles;

26 j. Failing to contain the spread of fire on or near CEC's utility poles and  
27 powerlines; and/or

1 k. Choosing to delay implementation and compliance with regulations and  
2 reasonably prudent practices to avoid fire ignition.

3 34. CEC knew of the extreme fire danger that the conditions on July 13, 2025, created,  
4 and it breached its duty of reasonable care to the Plaintiffs by acting unreasonably in light of that  
5 knowledge. As a result of CEC's breaches of duty, its energized electricity line became downed  
6 and thereby ignited a fire, which spread rapidly out of control. Consequently, the Cram Fire was a  
7 direct and legal result of CEC's breach of its duties of reasonable care to the Plaintiffs.

8 35. As a direct, proximate, and foreseeable result of Defendant's negligence as  
9 described above, Plaintiffs have suffered, and will continue to suffer substantial harms.

10 36. But for Defendant's negligent operation and maintenance of its energized electrical  
11 lines, utility poles, and related infrastructure, the Cram Fire would not have occurred, and Plaintiffs  
12 would not have suffered their injuries and damages.

13 37. The property damage, displacement, personal injuries, and emotional distress  
14 suffered by Plaintiffs were a foreseeable consequence of Defendant's negligent operation and  
15 maintenance of its energized electrical lines, utility poles, and related infrastructure in high-risk  
16 fire conditions with inadequate vegetation management and maintenance.

17 38. Defendant knew or should have known that its negligent conduct would create an  
18 unreasonable risk of wildfire that could spread and cause harm to persons and property like  
19 Plaintiffs.

20 39. Plaintiffs have suffered, and will continue to suffer substantial harms, including,  
21 but not limited to, damage to, destruction of, and loss of real and personal property, and the other  
22 injuries and damages alleged herein.

23 40. Plaintiffs each seek damages on an individual basis in amounts as shall be proven  
24 at trial. Plaintiffs also seek damages equal to twice the amount of their property and economic  
25 damages to the extent allowed under ORS 477.089(2)(b).  
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1 **SECOND CLAIM FOR RELIEF**

2 ***(Res Ipsa Loquitur)***

3 41. Plaintiffs reallege and incorporate by reference the foregoing allegations as if fully  
4 set forth herein.

5 42. At the time the Cram Fire ignited, Defendant CEC's energized electrical lines,  
6 utility poles, and related infrastructure operated in the general area of origin of the fire.

7 43. There is no information or evidence that any individual or entity other than  
8 Defendant CEC caused or contributed to the release or emission of sparks or other materials that  
9 ignited the Cram Fire.

10 44. The wildfire was not caused by any voluntary action or contribution by Plaintiffs.

11 45. After a reasonable opportunity for further investigation or discovery, Plaintiffs will  
12 likely have additional evidentiary support to establish an inference that Defendant CEC's  
13 negligence caused Plaintiffs' injuries.

14 46. One or more wrongful acts or omissions of Defendant CEC amounted to a breach  
15 of its duty of care to Plaintiffs caused the release of superheated particles or sparks that ignited dry  
16 grasses and vegetation on or near its electrical lines, causing the Cram Fire.

17 47. As a direct and proximate result of Defendant's acts and omissions that caused the  
18 Cram Fire, Plaintiffs suffered, and will continue to suffer substantial harms, including, but not  
19 limited to, the injuries and damages alleged herein.

20 48. Plaintiffs each seek damages on an individual basis in amounts as shall be proven  
21 at trial. Plaintiffs also seek damages equal to twice the amount of their property and economic  
22 damages to the extent allowed under ORS 477.089(2)(b).

23 **THIRD CLAIM FOR RELIEF**

24 ***(Intentional Trespass)***

25 49. Plaintiffs reallege and incorporate by reference the foregoing allegations as if fully  
26 set forth herein.

27 50. On July 13, 2025, Plaintiffs were residents and occupants of real and personal

1 property in the Cram Fire area and thus had an exclusive possessory interest in such property.  
2 Plaintiffs held the exclusive right to possession of their real and personal property, including the  
3 right to exclude others and prevent unwanted intrusions upon their property.

4 51. Defendant CEC negligently, recklessly, and/or intentionally allowed fire to ignite  
5 and/or spread out of control, which damaged Plaintiffs' interests, and properties. Flames, smoke,  
6 embers, ash, odors, gases, and airborne particles came into contact with, were deposited on,  
7 damaged, destroyed, and/or otherwise trespassed on Plaintiffs' real and personal property.

8 52. CEC knew that a trespass would result from its actions. CEC's actions in setting in  
9 motion the unauthorized entry and trespass were undertaken knowing that a trespass would result,  
10 and a trespass resulted from those actions and inactions.

11 53. Defendant CEC had knowledge from prior incidents, including from other regional  
12 wildfires in Central Oregon over the past decade, that negligent or reckless electrical operations  
13 under dry, windy conditions create a high risk of fire spread to adjacent properties.

14 54. As described above, Defendant owed Plaintiffs numerous duties regarding the  
15 operation, inspection, maintenance, and repair of its energized electrical lines, utility poles, and  
16 related infrastructure, to ensure that these were in proper condition and safe to operate on July 13,  
17 2025, without causing unnecessary peril to life and limb and/or without igniting a wildfire.

18 55. Defendant CEC also owed Plaintiffs numerous duties regarding the inspection and  
19 maintenance of its energized electrical lines, utility poles, and related infrastructure, including  
20 managing and controlling vegetation on or near its energized electrical lines, utility poles, and  
21 related infrastructure, so as to ensure that its energized electrical lines, utility poles, and related  
22 infrastructure were in proper condition and safe to operate high energy electrical lines on July 13,  
23 2025, without causing unnecessary peril to life and limb and/or without igniting a wildfire.

24 56. Defendant intentionally, negligently, carelessly, and/or recklessly breached these  
25 duties, causing the Cram Fire to ignite and spread out of control, and to intrude onto and into  
26 Plaintiffs' real and personal property.

27 57. The fire, smoke, ash, hot debris, and other materials from Defendant's energized

1 electrical operations physically entered upon and invaded Plaintiffs' real and personal property  
2 without authorization.

3 58. Plaintiffs did not grant permission for any fire, smoke, ash, hot debris, or other  
4 materials to enter their properties.

5 59. Defendant's conduct resulted in a direct, unlawful interference with Plaintiffs'  
6 exclusive possessory interests in their property.

7 60. As a direct and proximate result of Defendant's intentional trespass, Plaintiffs  
8 presently suffer, and will continue to suffer substantial harms, including, but not limited to, the  
9 damages alleged herein.

10 61. Plaintiffs each seek damages on an individual basis in amounts as shall be proven  
11 at trial. Plaintiffs also seek damages equal to twice the amount of their property and economic  
12 damages to the extent allowed under ORS 477.089(2)(b).

13 **FOURTH CLAIM FOR RELIEF**

14 **(Negligent Trespass)**

15 62. Plaintiffs reallege and incorporate by reference the foregoing allegations as if fully  
16 set forth herein.

17 63. As set forth in detail above, Defendant owed Plaintiffs a duty of care in the  
18 operation, maintenance, and inspection of its energized electrical lines, utility poles, and related  
19 infrastructure to prevent harm to persons and property in the vicinity of its electrical operations.

20 64. Defendant had a duty to exercise reasonable care in the operation of its energized,  
21 electrical lines, utility poles, and related infrastructure to prevent fire, smoke, debris, and other  
22 materials from its operations from entering upon Plaintiffs' property without permission.

23 65. This duty arose from Defendant's knowledge that electrical operations in central  
24 Oregon under dry, windy conditions create substantial risks of fire spread to adjacent properties.

25 66. Defendant breached its duty of care through the negligent acts and omissions  
26 described above in the First Claim for Relief, including but not limited to:

27 a. Failing to properly inspect, maintain, and repair its energized electrical

1 lines, utility poles, and related infrastructure to prevent the emission of sparks;

2 b. Failing to manage vegetation on or near its energized electrical lines, utility  
3 poles, and related infrastructure to prevent fire hazards;

4 c. Operating its energized electrical lines, utility poles, and related  
5 infrastructure under extreme fire conditions without adequate precautions;

6 d. Failing to implement and follow proper wildfire mitigation protocols;

7 e. Failing to use appropriate detection and warning systems; and

8 f. Failing to promptly respond to and contain the fire once ignited.

9 67. As a direct and proximate result of Defendant's negligent conduct, fire, smoke, ash,  
10 hot debris, and other materials from Defendant's electrical operations entered upon and invaded  
11 Plaintiffs' real and personal property without authorization or permission.

12 68. The entry of fire and related materials onto Plaintiffs' property constituted a  
13 trespass that was caused by Defendant's negligence in the operation and maintenance of its  
14 energized electrical lines, utility poles, and related infrastructure.

15 69. Plaintiffs did not consent to the entry of fire, smoke, ash, or other materials onto  
16 their property, and Defendant had no right or privilege to cause such materials to enter Plaintiffs'  
17 property.

18 70. The trespass was reasonably foreseeable as a natural and probable consequence of  
19 Defendant's negligent electrical operations under the extreme fire conditions present on July 13,  
20 2025.

21 71. Defendant knew or should have known that its negligent conduct would reasonably  
22 and foreseeably result in the spread of fire and related materials to adjacent properties, including  
23 Plaintiffs' property.

24 72. As a direct and proximate result of Defendant's trespass, Plaintiffs presently suffer,  
25 and will continue to suffer substantial harms, including, but not limited to, the damages alleged  
26 herein.

27 73. Plaintiffs each seek damages on an individual basis in amounts as shall be proven

1 at trial. Plaintiffs also seek damages equal to twice the amount of their property and economic  
2 damages to the extent allowed under ORS 477.089(2)(b).

3 **FIFTH CLAIM FOR RELIEF**

4 **(Nuisance)**

5 74. Plaintiffs reallege and incorporate the foregoing allegations as if fully set forth  
6 herein.

7 75. On July 13, 2025, Plaintiffs were the owners and lawful occupiers of real properties  
8 in the area to which the Cram Fire spread. Plaintiffs had a possessory interest in real property that  
9 the Cram Fire damaged and destroyed, including the right to quiet use and enjoyment.

10 76. As more fully described above, on July 13, 2025, under hazardous weather  
11 conditions, Defendant CEC negligently, recklessly, and unlawfully operated its energized  
12 electrical lines, utility poles, and related infrastructure in Jefferson County, including in violation  
13 of Oregon law.

14 77. Defendant CEC owned, maintained, controlled, and/or operated the electric utility  
15 infrastructure that caused the Cram Fire.

16 78. Defendant's negligent, reckless, and/or intentional actions with respect to its  
17 electric utility infrastructure, which resulted in the Cram Fire, created conditions and/or permitted  
18 conditions to exist that:

- 19 a. Were harmful to health;
- 20 b. Offended the senses;
- 21 c. Obstructed the free use of property, so as to substantially interfere with the  
22 comfortable enjoyment of life and property; and
- 23 d. Obstructed the free passage or use, in the customary manner, of public  
24 streets and highways.

25 79. These conditions, including flames, smoke, embers, ash, odors, gases, and airborne  
26 particles, substantially interfered with Plaintiffs' right to quiet enjoyment of their property in a  
27 way unique to each Plaintiff.

1           80.     An ordinary person of reasonable sensibility would be substantially annoyed and  
2 disturbed by these conditions.

3           81.     These conditions affected a substantial number of people at the same time, but  
4 interfered with Plaintiffs' right to quiet enjoyment of their property in a way that was unreasonable  
5 under the circumstances.

6           82.     At no time did Plaintiffs consent to Defendant CEC's actions in creating these  
7 conditions.

8           83.     Defendant realized or should have realized that the objectionable conditions posed  
9 an unreasonable risk of fire that could spread and cause harm to Plaintiffs' persons, interests, and  
10 property.

11          84.     The gravity and duration of the harm caused to Plaintiffs substantially outweighed  
12 the utility of Defendant's conduct.

13          85.     Whatever benefit Defendant realized by its behavior was outweighed by the harm  
14 its operations imposed on Plaintiffs.

15          86.     Defendant could have avoided or reduced the harm to Plaintiffs by implementing  
16 reasonable fire prevention measures, proper vegetation management, and appropriate operational  
17 restrictions during extreme fire conditions.

18          87.     Defendant's negligence, recklessness, and/or unlawful behavior substantially  
19 interfered with Plaintiffs' use and enjoyment of their real and personal property.

20          88.     The harms caused by Defendant CEC were unique to each Plaintiff and different  
21 from damages suffered by other members of the general public.

22          89.     Plaintiffs suffered particular harm to their property and possessory interests that  
23 was different in kind from the general inconvenience and concern felt by the broader community.

24          90.     Defendant's culpable conduct was the direct and proximate cause of the substantial  
25 and unreasonable interference with Plaintiffs' use and enjoyment of their property.

26          91.     As a direct and proximate result of Defendant's creation of private nuisance,  
27 Plaintiffs suffered, and will continue to suffer damages, including, but not limited to, the injuries

1 and damages as herein alleged.

2 92. Plaintiffs each seek damages on an individual basis in amounts as shall be proven  
3 at trial. Plaintiffs also seek damages equal to twice the amount of their property and economic  
4 damages to the extent allowed under ORS 477.089(2)(b).

5 **SIXTH CLAIM FOR RELIEF**

6 **(Negligent Infliction of Emotional Distress)**

7 93. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth  
8 herein.

9 94. As set forth above, Defendant CEC owed Plaintiffs a duty of care in the operation,  
10 maintenance, and inspection of its energized electrical lines, utility poles, and related  
11 infrastructure.

12 95. Defendant had a duty to operate its energized electrical lines, utility poles, and  
13 related infrastructure in a manner that would not create unreasonable risks of harm to persons and  
14 property in the vicinity of its energized electrical lines, utility poles, and related infrastructure  
15 operations.

16 96. Defendant breached its duty of care through the negligent acts and omissions  
17 described above, which directly caused the Cram Fire.

18 97. Defendant's negligent conduct included, but was not limited to, the failures alleged  
19 in the First Claim for Relief, including inadequate inspection and maintenance of energized  
20 electrical lines, utility poles, and related infrastructure, failure to manage vegetation, and operation  
21 under extreme fire conditions without adequate precautions.

22 98. As a direct and proximate result of Defendant's negligence, Plaintiffs suffered  
23 serious emotional distress, including but not limited to:

- 24 a. Severe fear and panic during the fire evacuation;
- 25 b. Anxiety and terror from witnessing the approaching fire and fearing for their  
26 lives and safety;
- 27 c. Distress from witnessing the destruction of their property and community;

1           d.     Ongoing mental anguish from displacement and loss of their home and  
2           personal belongings;

3           e.     Post-traumatic stress disorder and flashbacks related to the fire experience;

4           f.     Depression and grief from the loss of personal property with sentimental  
5           value;

6           g.     Anxiety and fear about future fire risks;

7           h.     Sleep disturbances and nightmares related to the traumatic experience;

8           i.     Difficulty concentrating and performing daily activities; and

9           j.     Strain on family relationships and social functioning.

10          99.     Plaintiffs' emotional distress has been severe and of such intensity and duration that  
11          no reasonable person could be expected to endure it without suffering lasting psychological harm.

12          100.    The emotional distress has substantially interfered with Plaintiffs' ability to carry  
13          out their normal daily activities, maintain employment, and enjoy life.

14          101.    The emotional trauma has required and continues to require professional mental  
15          health treatment and counseling, including, but not limited to:

16               a.     Smoke inhalation and respiratory distress;

17               b.     Headaches and physical symptoms related to stress and trauma; and

18               c.     Other physical manifestations of the emotional distress, including but not  
19               limited to sleep disorders, loss of appetite, and stress-related physical ailments.

20          102.    Defendant knew or should have known that its negligent operation of energized  
21          electrical lines, utility poles, and related infrastructure in extreme fire conditions would  
22          foreseeably cause severe emotional distress to nearby residents like Plaintiffs.

23          103.    It was reasonably foreseeable that igniting a wildfire through negligent operation  
24          of energized electrical lines, utility poles, and related infrastructure would cause severe emotional  
25          trauma to persons forced to evacuate their homes and witness the destruction of their property and  
26          community.

27          104.    The type of emotional distress suffered by Plaintiffs was a natural and probable

1 consequence of Defendant's negligent conduct.

2 105. The type of emotional distress suffered by Plaintiffs was a natural and probable  
3 consequence of Defendant's negligent conduct.

4 106. Alternatively, Plaintiffs' emotional distress arose from Defendant's breach of  
5 duties specifically designed to protect persons like Plaintiffs from the type of harm that occurred,  
6 creating a special relationship sufficient to support direct recovery for emotional distress.

7 107. As a direct and proximate result of Defendant CEC's negligent infliction of  
8 emotional distress, Plaintiffs have suffered and will continue to suffer damages, including but not  
9 limited to:

- 10 a. Past and future medical expenses for psychological and psychiatric  
11 treatment;
- 12 b. Past and future costs of counseling and therapy;
- 13 c. Loss of enjoyment of life and normal activities;
- 14 d. Pain and suffering related to the emotional trauma;
- 15 e. Loss of consortium and impairment of family relationships;
- 16 f. Medication costs for treatment of depression, anxiety, and related  
17 conditions;
- 18 g. Lost wages and diminished earning capacity due to inability to work; and
- 19 h. Other economic and non-economic damages related to the emotional  
20 distress.

21 108. Plaintiffs seek damages for their severe emotional distress, including compensation  
22 for mental health treatment, therapy costs, and pain and suffering, in amounts to be proven at trial.

23 109. Plaintiffs each seek damages on an individual basis in amounts as shall be proven  
24 at trial. Plaintiffs also seek damages equal to twice the amount of their property and economic  
25 damages to the extent allowed under ORS 477.089(2)(b).

26 **PRAYER FOR RELIEF**

27 Plaintiffs seek the following:

1 (1) Just and adequate monetary compensation for all injuries and damages suffered in  
2 amounts to be proven at trial;

3 (2) Reasonable attorney's fees and costs to the extent permitted under ORCP 68B  
4 and/or any other statutory, legal, or equitable basis;

5 (3) Twice the amount of their economic and property damages, to the extent permitted  
6 under ORS 477.089(2)(b); and

7 (4) Any other relief as the Court shall deem just and proper, either in law or equity, all  
8 according to proof.

9 **DEMAND FOR JURY TRIAL**

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

11  
12 DATED: February 23, 2026

Respectfully submitted,

13 /s/ Zachary Pangares

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