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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO

ETTA JAMES FARMING LLC, a California
limited liability company;

Plaintiff,

v.

DEVASTATING PYROTECHNICS INC., a
California corporation; DEVASTATING
PYROTECHNICS LLC, a California limited
liability company; KENNETH CHEE, an
individual; BLACKSTAR FIREWORKS, a
Wyoming corporation; CRAIG CUTRIGHT, an
individual; SAM MACHADO, an individual;
and DOES 1 through 200, inclusive,

Defendants.

No. CV2025-2088

Unlimited Jurisdiction

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

Plaintiff ETTA JAMES FARMING LLC, a California limited liability company ("Plaintiff"),
by and through their undersigned counsel, hereby file the following complaint for damages
("Complaint") against Defendants DEVASTATING PYROTECHNICS INC., a California corporation;
DEVASTATING PYROTECHNICS LLC, a California limited liability company; KENNETH CHEE,
an individual; BLACKSTAR FIREWORKS, a Wyoming corporation; CRAIG CUTRIGHT, an
individual; SAM MACHADO, an individual; and DOES 1 through 200.

INTRODUCTION

1. Plaintiff is, and at all times relevant to this Complaint was, a California limited liability
company engaged in the business of farming/crop production in the area of Esparto, in Yolo County,

1 California. Among other business activities, Plaintiff farms approximately 74 acres of real property in
2 the area of Esparto, California, consisting of 24 acres of wheat and 50 acres of Canario beans (the
3 “Crops”). Plaintiff’s Crops, as well as other items of valuable farm equipment and infrastructure, were
4 destroyed as a result of the “Oakdale Fire,” which began on or about July 1, 2025.

5 2. The Oakdale Fire ignited at a warehouse facility owned, or reputed to be owned, by
6 Defendant SAM MACHADO (“Machado”), located near County Road 23 and County Road 86A,
7 Esparto, California (the “Fireworks Facility”). The Fireworks Facility was used by DEVASTATING
8 PYROTECHNICS INC (“DPI”), DEVASTATING PYROTECHNICS LLC (“DPL”), KENNETH
9 CHEE (“Chee”), BLACKSTAR FIREWORKS (“BlackStar”) and/or CRAIG CUTRIGHT (“Cutright”)
10 (collectively, together with Defendant Machado and DOES 1-200, “Defendants”) as part of an unlawful
11 and unpermitted commercial-grade fireworks operation that, upon information and belief, included the
12 storage and sale of illegal fireworks to members of the public.

13 3. Once ignited, the Oakdale Fire quickly caused a series of massive explosions at the
14 Fireworks Facility, killing seven people, injuring others, and causing widespread devastation in the area
15 of the explosion and fire, including the destruction of Plaintiff’s Crops and farming
16 equipment/infrastructure. Plaintiff seeks just compensation and damages as more particularly described
17 herein.



The Oakdale Fire – Photo from Natalie Neysa Alund, USA TODAY/The Stockton Record

4. The Oakdale Fire was not contained until approximately July 6, 2025. It burned more than 78 acres, destroyed multiple structures, resulted in multiple injuries and 7 fatalities, and catastrophically impacted the local community.

5. Among other acts and omissions, Defendants failed to comply with basic safety standards, instead conducting operations at the Fireworks Facility in a reckless manner that they knew or should have known caused an unreasonable risk of catastrophic explosion and fire.

6. Plaintiff is informed and believe, and thereon alleges, that Defendants, as well as other individual employees and/or agents of Defendants, or other persons or entities that supplied equipment or services for Defendants' use at the Fireworks Facility, whose identities are unknown to Plaintiff at this time (and who, therefore, are sued herein as DOES), are responsible for causing the Oakdale Fire.

7. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, Defendants, and each of them, were the agents and employees of each of the remaining defendants, and each, was acting within the purpose and scope of said agency and appointment. Plaintiff is informed and believes and thereon alleges that Defendants Chee, DPI, and DPL are alter egos of each other, and that BlackStar and Cutright are alter egos of each other, so that there exists and has existed a unity of ownership and interest between and among them such that any individuality and separateness between them has ceased, and that each such Defendant is the alter ego of the other. Defendants DPI and DPL, and each of them, are mere shells, instrumentalities and conduits through which Chee carried and carries on business, exercising complete control and dominance of such business to the extent that any individuality or separateness does not, and did not, exist. Defendant BlackStar is a mere shell, instrumentality and conduit through which Cutright carried and carries on business, exercising complete control and dominance of such business to the extent that any individuality or separateness does not, and did not, exist.

JURISDICTION AND VENUE

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

9. Venue is proper in Yolo County as Defendants Cutright and Machado are residents of Yolo County. Additionally, BlackStar is a foreign corporation, organized and existing under the laws of

1 the State of Wyoming, operating in California at 26454 County Road 23, in Esparto, California,
2 meaning venue is proper in any county in California.

3 10. Additionally, Venue is proper in Yolo County as Defendants DPI and DPL are California
4 entities, organized and existing under the laws of the State of California, that are doing business in and
5 throughout the State of California.

6 **PARTIES**

7 **A. PLAINTIFF**

8 11. Plaintiff is a California limited liability company with its principal place of business in
9 Knights Landing, California, which farmed properties that were destroyed or damaged by the Oakdale
10 Fire. The properties farmed by Plaintiff, or any of them, are collectively referred to herein as
11 “Plaintiff’s Properties” or “Plaintiff’s Property.”

12 12. The damages suffered by Plaintiff include, but are not limited to, the following: real
13 property damage; personal property damage; damage to, or loss of, possessions; out-of-pocket
14 expenses; damage to land under cultivation; tree, vegetation, and/or landscape damages; habitat
15 destruction; erosion damage; business losses; nuisance; annoyance, inconvenience, disturbance, and
16 loss of quiet enjoyment of property.

17 **B. DEFENDANTS**

18 13. Defendant DPI is, and was at all times relevant to this pleading, a California corporation
19 authorized to do business, and doing business, in California, with its headquarters in San Francisco,
20 California. Upon information and belief, at all times relevant to this pleading, DPI owned and operated
21 an unlawful and unpermitted commercial-grade fireworks operation at the Fireworks Facility that
22 included the storage and sale of illegal fireworks to members of the public.

23 14. Defendant DPL is, and was at all times relevant to this pleading, a California corporation
24 authorized to do business, and doing business, in California, with its headquarters in San Francisco,
25 California. Upon information and belief, at all times relevant to this pleading, DPL owned and
26 operated an unlawful and unpermitted commercial-grade fireworks operation at the Fireworks Facility
27 that included the storage and sale of illegal fireworks to members of the public.

28 15. Defendant Chee is, and was at all times relevant to this pleading, a resident of San

1 Francisco, California. Upon information and belief, at all times relevant to this pleading, Chee was and
2 is the owner of DPI and DPL and operated an unlawful and unpermitted commercial-grade fireworks
3 operation at the Fireworks Facility that included the storage and sale of illegal fireworks to members of
4 the public.

5 16. Defendant BlackStar is, and was at all times relevant to this pleading, a Wyoming
6 corporation authorized to do business, and doing business, in California, with its headquarters in San
7 Francisco, California. Upon information and belief, at all times relevant to this pleading, DPL owned
8 and operated an unlawful and unpermitted commercial-grade fireworks operation at the Fireworks
9 Facility that included the storage and sale of illegal fireworks to members of the public.

10 17. Defendant Cutright is, and was at all times relevant to this pleading, a resident of Yolo
11 County, California. Upon information and belief, at all times relevant to this pleading, Cutright was
12 and is the owner of BlackStar and operated an unlawful and unpermitted commercial-grade fireworks
13 operation at the Fireworks Facility that included the storage and sale of illegal fireworks to members of
14 the public.

15 18. Defendant Sam Machado is, and was at all times relevant to this pleading, a resident of
16 Yolo County, California. He lived at a residence located on the same property as the Fireworks Facility
17 and had actual knowledge that the other named Defendants were operating an unlawful and
18 unpermitted commercial-grade fireworks operation a the Fireworks Facility that included the storage
19 and sale of illegal fireworks to members of the public. Plaintiff is informed and believes that
20 Machado—a deputy with the Yolo County Sheriff Department and a former Assistant Chief of the
21 Madison Fire Protection District, as well as a close associate of Yolo County Sheriff and former Chief
22 of the Madison Fire Protection District, Tom Lopez—realized substantial financial benefits from
23 allowing the other named Defendants to operate a an unlawful and unpermitted commercial-grade
24 fireworks operation at the Fireworks Facility that included the storage and sale of illegal fireworks to
25 members of the public.

26 19. The true names and capacities of defendants DOES 1 through 200 are currently
27 unknown to Plaintiff who, therefore, sue these defendants under these fictitious names pursuant to Code
28 of Civil Procedure section 474. These defendants are each directly and/or vicariously responsible, in

1 some manner, for the harms alleged herein. If/when Plaintiff learns these defendants' true names and
2 capacities, Plaintiff will seek leave to amend this pleading accordingly.

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

13 **FACTUAL ALLEGATIONS**

14 21. Plaintiff allege the following facts on information and belief.

15 22. On or around July 1, 2025, the Oakdale Fire was started by Defendants and their
16 unlawful and unpermitted activities in connection with their commercial-grade fireworks operation at
17 the Fireworks Facility that included the storage and sale of illegal fireworks to members of the public at
18 the Fireworks Facility.

19 23. On July 1, 2025, and for many months and years prior thereto, Defendants knew that
20 their operations at the Fireworks Facility were being conducted in a reckless and dangerous manner.
21 The dangers inherent in the unlawful and unpermitted operations were, or should have been, open and
22 obvious to all Defendants for many months and years.

23 24. Among other things, as a result of Defendants' carelessness and financial self-interest,
24 Defendants failed to follow required safety protocols in connection with the operations at the Fireworks
25 Facility, including without limitation the use by Defendants of explosive materials and related
26 equipment that was not properly stored, maintained, inspected, or approved. Defendants also failed to
27 provide adequate notice to visitors and adjacent farmers and other landowners that the site of the
28 explosion was being used as a place to store explosives and build highly flammable and ultra-hazardous

1 fireworks. These conditions, as well as other dangerous conditions that existed at the Fireworks
2 Facility, resulted in a massive explosion that occurred at the Fireworks facility and ignited the Oakdale
3 Fire.

4 25. On July 1, 2025, as a direct result of the dangerous conditions described above, as well
5 as Defendants' failure to take reasonable measures to eliminate or mitigate the dangerous conditions
6 and the recklessness of the ongoing operations, which they knew were unlawful, a massive explosion
7 occurred at the Fireworks facility and ignited the Oakdale Fire.

8 26. In addition to allowing the dangerous conditions and unlawful operations at the
9 Fireworks Facility to continue despite the unreasonable risk of explosion and fire, Defendants were or
10 should have been aware of the hot, dry weather conditions that existed on July 1, 2025, and were or
11 should have been aware of the need to exercise even greater precautions to prevent the ignition and
12 spread of fire in the community, which they knew or should have known would quickly spread.

13 27. For each of the reasons stated above, potentially among many others, Defendants
14 breached their duty of reasonable care owed to Plaintiff and the general public. Defendants' failure to
15 exercise reasonable caution and prudence resulted in the explosion and the resulting Oakdale Fire and
16 caused Plaintiff to suffer substantial harms, including, but not limited to, destruction of and damage to
17 real property, destruction of and damage to structures, destruction of and damage to personal property
18 and equipment, loss of substantial crops and associated business income, and annoyance,
19 inconvenience, and loss of quiet enjoyment. The harms caused by Defendants are extensive and
20 ongoing.

21 **CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION**

23 **Negligence**

24 **(Against All Defendants)**

25 28. All previous paragraphs are incorporated into this cause of action.

26 29. Defendants, and each of them, had a duty to maintain their property and conduct their
27 businesses in a reasonably safe and prudent manner, and to take all precautions that a reasonably
28 prudent person in their position would take to prevent an explosion and the ignition and spread of a fire.

1 30. Defendants, and each of them, negligently breached the duty of care they owed to
2 Plaintiff, by, among other things:

- 3 a. Knowingly operating an unlawful and ultra-hazardous Fireworks Facility without the
4 appropriate governmental permissions and without implementing adequate safety
5 precautions to prevent the combustion of the explosives built and stores at the
6 Fireworks Facility;
- 7 b. Failing to maintain and operate the Fireworks Facility in a reasonably prudent
8 manner in order to avoid exposing neighboring properties to a risk of fire;
- 9 c. Failing to facilitate or allow reasonably prompt, proper, and frequent inspections of
10 the Fireworks Facility and the equipment and infrastructure used in the operations at
11 that facility;
- 12 d. Failing to reasonably monitor and maintain their property and operations in a manner
13 that avoids explosions and igniting fires, especially during fire-prone weather
14 conditions;
- 15 e. Failing to take steps reasonably necessary to prevent the explosion and resulting fire,
16 including the massive plume of toxic ash, that ignited at the Fireworks Facility and
17 spread onto the neighboring properties;
- 18 f. Failing to properly train and supervise Defendants' agents and/or employees
19 responsible for operations at the Fireworks Facility; and
- 20 g. Failing to implement and follow regulations and reasonably prudent practices to
21 avoid explosion, fire ignition and spread.

22 31. Defendants' negligence was a substantial factor in causing Plaintiff to suffer economic
23 and non-economic damages including, but not limited to, real property damage; personal property
24 damage; damage to, or loss of, possessions; out-of-pocket expenses; damage to land under cultivation;
25 tree, vegetation, and/or landscape damages; habitat destruction; erosion damage; business losses;
26 nuisance; annoyance, inconvenience, disturbance, and loss of quiet enjoyment of property. Plaintiff
27 seeks damages to be determined according to proof at trial.

28 32. As alleged herein, Defendants allowed ongoing operations at the Fireworks Facility to

1 occur in a reckless and dangerous manner that prioritized profits over safety. This is despicable,
2 malicious, and oppressive conduct. Plaintiff thus seeks punitive damages in an amount sufficient to
3 punish Defendants and to deter such conduct in the future.

4 **SECOND CAUSE OF ACTION**

5 **Strict Liability – Ultrahazardous Activity**

6 **(Against All Defendants)**

7 33. All previous paragraphs are incorporated into this cause of action.

8 34. In owning, constructing, operating, managing, and maintaining the Fireworks Facility, a
9 facility storing copious amounts of flammable, explosive fireworks with noxious odors, hazardous
10 gases, chemicals, pollutants, and contaminants, in a facility in close proximity to other structures,
11 properties, and farming operations, Defendants were engaged in an ultrahazardous activity.

12 35. Defendants' business of storing using, receiving, and providing fireworks with noxious
13 odors, hazardous gases, chemical, pollutants, and contaminants to other is inherently and unavoidably
14 dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable,
15 toxic, and repulsive qualities. These and all risks associated with Defendants' business persisted despite
16 any due care that might have been taken due to the aforesaid explosive, flammable and toxic nature of
17 fireworks storage.

18 36. Engaging in the foregoing ultrahazardous activity ultimately caused a massive explosion
19 and resulting fire, including without limitation eruptions, releases, emissions, and migration of noxious
20 odors, hazardous gases, chemicals, pollutants, and contaminants into Plaintiff's Property, resulting in
21 injury to Plaintiff's property and business operations.

22 37. The past, present, and ongoing injuries to Plaintiff, which are, were, and will be, directly
23 and proximately caused by Defendants, and each of them, by and through their officers, directors,
24 employees and/or managing agents, include destroyed crops and polluted land and air in and around
25 Plaintiff's Property and diminution in the value of Plaintiff's crops and Plaintiff's Property.

26 38. Defendants took the above-described acts and omissions with a willful, conscious,
27 disregard for the rights and safety of Plaintiff and their community, amounting to oppression, fraud, or
28 malice. Plaintiff should therefore be awarded punitive and exemplary damages under Civil Code

1 section 3294 sufficient to punish Defendants for engaging in this conduct and to deter similar conduct
2 in the future.

3 **THIRD CAUSE OF ACTION**

4 **Trespass**

5 **(Against All Defendants)**

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

7 40. Plaintiff was, on July 1, 2025, and currently is, an entity that farms approximately 74
8 acres of real property in close proximity to the Fireworks Facility, consisting of, among other things,
9 24 acres of wheat and 50 acres of Canario beans.

10 41. Defendants, and each of them, negligently and recklessly caused the explosion that
11 occurred at the Fireworks Facility and that ignited the Oakdale Fire to spread out of control, which
12 caused damage to Plaintiff's Property.

13 42. Plaintiff did not grant permission to Defendants to cause the Oakdale Fire to enter such
14 property.

15 43. This trespass was a substantial factor in causing Plaintiff to suffer economic and non-
16 economic damages including, but not limited to real property damage; personal property damage;
17 damage to, or loss of, possessions; out-of-pocket expenses; damage to land under cultivation; tree,
18 vegetation, and/or landscape damages; habitat destruction; erosion damage; business losses; nuisance;
19 annoyance, inconvenience, disturbance, and loss of quiet enjoyment of property. Plaintiff seeks
20 damages to be determined according to proof at trial.

21 44. Plaintiff suffered damage to Crops as a result of Defendants' trespass; accordingly,
22 Plaintiff seek treble or double damages for wrongful injuries to their property inclusive of timber, trees,
23 or underwood, on their property as permitted by Civil Code section 3346.

24 45. Defendants took the above-described acts and omissions with a willful, conscious,
25 disregard for the rights and safety of Plaintiff and their community, amounting to oppression, fraud, or
26 malice. Plaintiff should therefore be awarded punitive and exemplary damages under Civil Code
27 section 3294 sufficient to punish Defendants for engaging in this conduct and to deter similar conduct
28 in the future.

1 **FOURTH CAUSE OF ACTION**

2 **Nuisance**

3 **(Against All Defendants)**

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

5 47. Plaintiff was, on July 1, 2025, and currently is, an entity that farms approximately 74
6 acres of real property in close proximity to the Fireworks Facility, consisting of, among other things,
7 24 acres of wheat and 50 acres of Canario beans.

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

13 49. These conditions interfered with Plaintiff's quiet enjoyment of its respective properties
14 in a way unique to Plaintiff.

15 50. These conditions also affected a substantial number of people at the same time.

16 51. At no time did Plaintiff consent to Defendants' actions and inactions in creating these
17 conditions.

18 52. An ordinary person would be reasonably annoyed and disturbed by Defendants' actions
19 and inactions in creating these conditions.

20 53. Defendants' actions and inactions in creating these conditions were a substantial factor
21 in causing Plaintiff to suffer economic and non-economic damages unique to Plaintiff including, but
22 not limited to, real property damage; personal property damage; damage to, or loss of, possessions; out-
23 of-pocket expenses; damage to land under cultivation; tree, vegetation, and/or landscape damages;
24 habitat destruction; erosion damage; business losses; nuisance; annoyance, inconvenience, disturbance,
25 and loss of quiet enjoyment of property. Plaintiff seeks damages to be determined according to proof at
26 trial.

27 54. The seriousness of the harm Defendants caused Plaintiff to suffer outweighs any public
28 benefit that Defendants may provide.

55. As alleged herein, Defendants took the above-described acts and omissions with a willful, conscious, disregard for the rights and safety of Plaintiff and their community, amounting to oppression, fraud, or malice. Plaintiff should therefore be awarded punitive and exemplary damages under Civil Code section 3294 sufficient to punish Defendants for engaging in this conduct and to deter similar conduct in the future.

FIFTH CAUSE OF ACTION

Premises Liability

(Against Defendant Machado)

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

57. Defendants were, at all relevant times, the owner of at least some portion of the Fireworks Facility, which was the origin of explosion and the resulting Oakdale Fire.

58. Plaintiff was, on July 1, 2025, and currently is, an entity that farms approximately 74 acres of real property in close proximity to the Fireworks Facility, consisting of, among other things, 24 acres of wheat and 50 acres of Canario beans.

59. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in failing to properly maintain, control, manage and/or inspect the Fireworks Facility and its ongoing operations, allowing an unsafe set of conditions presenting a foreseeable risk of explosion and fire danger to exist on said property.

60. As a direct result of the wrongful acts and/or omissions of Defendants, Plaintiff suffered, and continues to suffer, the injuries and/or damages described herein.

61. As alleged herein, Defendants took the above-described acts and omissions with a willful, conscious, disregard for the rights and safety of Plaintiff and their community, amounting to oppression, fraud, or malice. Plaintiff should therefore be awarded punitive and exemplary damages under Civil Code section 3294 sufficient to punish Defendants for engaging in this conduct and to deter similar conduct in the future.

PRAYER FOR RELIEF

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

- (1) General and/or special damages determined on an individual basis according to proof;

- 1
- 2 (2) Loss of the use, benefit, goodwill, and enjoyment of Plaintiff's real and/or
- 3 personal property;
- 4 (3) Loss of wages, earning capacity, goodwill, and/or business profits or proceeds
- 5 and/or any related displacement expenses;
- 6 (4) Erosion damage to real property;
- 7 (5) Punitive and exemplary damages against Defendants in an amount sufficient
- 8 to punish Defendants' conduct and deter similar conduct in the future, as
- 9 allowed under applicable law;
- 10 (6) Prejudgment interest from July 1, 2025; and
- 11 (7) Any and all other and further such relief as the Court shall deem proper, all
- 12 according to proof.

13 **JURY TRIAL DEMAND**

14 Plaintiff hereby respectfully requests that this Court provide it with a jury trial on all causes of

15 action for which a jury trial is available under the law.

16 Dated: July 17, 2025

SINGLETON SCHREIBER, LLP

17 By: 

18 Christopher R. Rodriguez
19 Attorneys for Plaintiff
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