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7 Attorneys for the United States Department of Agriculture
Cleveland National Forest

8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 CALIFORNIA FAIR PLAN
11 ASSOCIATION,

12 Plaintiff,

13 v.

14 UNITED STATES DEPARTMENT
15 OF AGRICULTURE; CLEVELAND
16 NATIONAL FOREST; CALIFORNIA
17 DEPARTMENT OF FORESTRY
AND FIRE PROTECTION; and DOES
1-30 Inclusive.

18 Defendants.

Case No.: '21CV2099 JAH KSC

**NOTICE OF REMOVAL OF A
CIVIL ACTION**

[28 U.S.C. §§ 1442, 1446]

(Removed from Superior Court of
California, County of San Diego, Case
No. 37-2021-00045018-CU-EI-CLT)

19
20 **TO: THE CLERK OF THE ABOVE-ENTITLED COURT**

21 **PLEASE TAKE NOTICE** that the United States United States Department of
22 Agriculture and Cleveland National Forest, hereby remove to this Court the above-
23 captioned civil action from the Superior Court of California, County of San Diego, Case
24 No. 37-2021-00045018-CU-EI-CLT to the United States District Court for the Southern
25 District of California. The grounds for this removal include the following:

- 26 1. On or about October 21, 2021, plaintiff initiated this action as Case No. 37-
27 2021-00045018-CU-EI-CLT in the Superior Court of California, County of San Diego.
28

1 This action alleges a claims of inverse condemnation, premises liability/dangerous
2 condition, trespass, private nuisance, and public nuisance against the United States United
3 States Department of Agriculture and Cleveland National Forest.

4 2. The United States Department of Agriculture is a United States agency. *See*
5 *e.g.*, *Horne v. U.S. Dep't of Agric.*, 494 F. App'x 774, 775 (9th Cir. 2012). The Cleveland
6 National Forest is a part of the United States National Forest System which “consists of
7 units of federally owned forest, range, and related lands throughout the United States and
8 its territories, united into a nationally significant system dedicated to the long-term benefit
9 for present and future generations.” 16 U.S.C. § 1609(a); *see also e.g.*, *Cleveland v. United*
10 *States*, 546 F. Supp. 2d 732, 738–39 (N.D. Cal. 2008).

11 3. To effectuate service on a United States agency, a party must serve the agency
12 as well as the United States by delivering “a copy of the summons and of the complaint to
13 the United States attorney for the district where the action is brought” and serve the
14 Attorney General. *See* Fed. R. Civ. P. 4 (i)(2) (“To serve a United States agency . . . , a
15 party must serve the United States and also send a copy of the summons and of the
16 complaint . . . to the agency”); Fed. R. Civ. P. 4(i)(1) (“To serve the United States, a
17 party must: . . . deliver a copy of the summons and of the complaint to the United States
18 attorney for the district where the action is brought . . . [and] “send a copy of each by
19 registered or certified mail to the Attorney General of the United States.”). Plaintiff has
20 failed to serve the United States Attorney for the Southern District of California and
21 Plaintiff has failed to serve the Attorney General. *See* Ex. A, Wiggins Decl. at ¶¶ 1-5.
22 Therefore, the United States United States Department of Agriculture and Cleveland
23 National Forest have not been adequately served.

24 4. On November 1, 2021, a copy of the summons and complaint were delivered
25 to an office of the U.S. Forest Service in the Cleveland National Forest. *See* *Murphy Bros.,*
26 *Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354-56 (1999) (holding that the deadline
27 for removal does not begin to run until after the defendant is formally served); *Quality*
28

1 *Loan Serv. Corp. v. 24702 Pallas Way, Mission Viejo, CA 92691*, 635 F.3d 1128, 1133 (9th
2 Cir. 2011) (“[A]ctual notice of the action is insufficient; rather, the defendant must be
3 notified of the action, and brought under a court’s authority, by formal process, before the
4 removal period begins to run.”) (quotations omitted).

5 5. Removal of this case is appropriate under 28 U.S.C. §§ 1442 and 1446
6 because the United States Department of Agriculture is a defendant in the action. Section
7 1442(a)(1) provides for removal in cases commenced in a state court against a United
8 States agency. Accordingly, this suit is properly subject to removal, without bond, under
9 28 U.S.C. § 1442(a)(1). This is so because the action to be removed is pending in a state
10 court located within this judicial district.

11 6. In compliance with 28 U.S.C. § 1446(a), a copy of the Civil Case Cover Sheet,
12 Summons, Complaint for Damages, Notice of Case Assignment and Case Management
13 Conference, Notice of E-Filing Requirements and Imaged Documents, Alternative Dispute
14 Resolution (ADR) Information, and Stipulation to Use of Alternative Dispute Resolution
15 are attached as Exhibit B. The United States Department of Agriculture has received no
16 other pleadings or orders in connection with this matter.

17 **WHEREFORE**, Case No. 37-2021-00045018-CU-EI-CLT, now pending in the
18 Superior Court of California, County of San Diego, is removed therefrom to this Court.

19 Dated: December 17, 2021

20 Respectfully submitted,
21 RANDY S. GROSSMAN
22 United States Attorney

23 *s/Rebecca G. Church*
24 Rebecca G. Church
25 Assistant U.S. Attorney

26 Attorneys for United States Department of
27 Agriculture and Cleveland National Forest
28

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

California Fair Plan Association

(b) County of Residence of First Listed Plaintiff San Diego (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Mark A. Walsh, Watkins & Letofsky, LLP 2900 S. Harbor Blvd., Suite 240, Santa Ana, CA 92704

DEFENDANTS

United States Department of Agriculture et al

County of Residence of First Listed Defendant San Diego (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) '21CV2099 JAH KSC AUSA Rebecca Church, 880 Front Street, San Diego, CA 92101 (619) 546-7721

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Property Damage, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): inverse condemnation, premises liability/dangerous condition, trespass, private nuisance, public nuisance, vehicle code violation. Brief description of cause: property damage

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 52,791.59 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 12/17/2021 SIGNATURE OF ATTORNEY OF RECORD s/Rebecca G. Church

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Exhibit A

1 RANDY S. GROSSMAN
United States Attorney
2 REBECCA G. CHURCH
Assistant U.S. Attorney
3 California Bar No. 259652
Office of the U.S. Attorney
4 880 Front Street, Room 6293
San Diego, CA 92101
5 Tel: (619) 546-7721
Fax: (619) 546-7751
6 Email: Rebecca.church@usdoj.gov

7 Attorneys for the United States Department of Agriculture
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8
9 **UNITED STATES DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA

10
11 CALIFORNIA FAIR PLAN
ASSOCIATION,

12 Plaintiff,

13 v.

14 UNITED STATES DEPARTMENT OF
15 AGRICULTURE; CLEVELAND
NATIONAL FOREST; CALIFORNIA
16 DEPARTMENT OF FORESTRY AND
FIRE PROTECTION; and DOES 1-30
17 Inclusive.

18 Defendants.

Case No.: '21CV2099 JAH KSC

**DECLARATION OF MARY C.
WIGGINS**

19
20 I, Mary C. Wiggins, hereby state and declare:

21 1. I am employed as the Civil Process clerk for the Civil Division of the
22 Office of the United States Attorney for the Southern District of California. I have
23 been so employed since March, 1990. I am the only civil docket clerk for this Office.

24 2. As the civil docket clerk, I am authorized to accept service of process on
25 behalf of the United States Attorney for matters within the cognizance of the Civil
26 Division.

27 3. All summonses and complaints which are personally served on the Civil
28 Division of this Office, or are received by mail, or otherwise left with this Office,

1 come directly to me for docketing. All incoming mail for the Civil Division is routed
2 to me for necessary receipt processing, docketing (if necessary), and distribution.

3 4. On December 17, 2021, I made a thorough, careful and diligent search of
4 the records, suits, complaints, and documents under my care, custody, and control.
5 My diligent search, as just described, indicated that the United States Attorney's
6 Office for the Southern District of California, San Diego, California, has not been
7 served with a summons and complaint in the above-entitled matter.

8 5. Also, I contacted the United States Attorney General's office in
9 Washington, D.C. by email. On December 17, 2021, I received an email in response to
10 my inquiry informing me they have not been served with a summons and complaint in
11 the above-entitled matter.

12 I declare under penalty of perjury that the foregoing is true and correct,
13 and, if called to testify, would be able to do so as to the information set forth above.

14 Executed this 17th day of December 2021, at San Diego, California.

15
16 s/Mary Wiggins
17 MARY C. WIGGINS
18
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Exhibit B

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): UNITED STATES DEPARTMENT OF AGRICULTURE;
CLEVELAND NATIONAL FOREST; CALIFORNIA DEPARTMENT
OF FORESTRY AND FIRE PROTECTION; and DOES 1-30, Inclusive,
YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
CALIFORNIA FAIR PLAN ASSOCIATION,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/21/2021 at 04:13:51 PM
Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

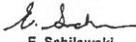
Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego County Superior Court
Hall of Justice
330 West Broadway, San Diego, CA 92101

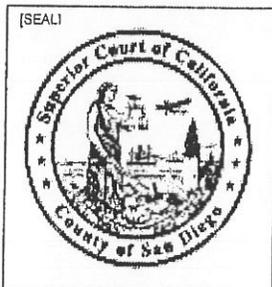
CASE NUMBER:
37-2021-00045018-CU-EI-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Watkins & Letofsky, LLP 2900 S Harbor Blvd., Suite 240 Santa Ana, CA 92704 949-476-9400

DATE: 10/22/2021
(Fecha)

Clerk, by  , Deputy
(Secretario) E. Schilawski *(Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).*



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of *(specify):*
3. on behalf of *(specify):* Cleveland National Forest
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other *(specify):* Public Entity
4. by personal delivery on *(date):* 11/17/21

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mark A. Walsh (SBN 201550) Watkins & Letofsky, LLP 2900 S Harbor Blvd., Suite 240 Santa Ana, CA 92704 TELEPHONE NO.: 949-476-9400 FAX NO.: 949-476-9407 ATTORNEY FOR (Name): Plaintiff, California Fair Plan Association	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 10/21/2021 at 04:13:51 PM Clerk of the Superior Court By Emily Schilawski, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Hall of Justice	CASE NUMBER: 37-2021-00045018-CU-EI-CTL
CASE NAME: CA Fair Plan v. United States Department of Agriculture, et al.	JUDGE: Judge Gregory W Pollack DEPT:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	Complex Case Designation Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

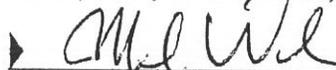
Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input checked="" type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **SIX**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 21, 2021
 Mark A. Walsh


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Product Liability (not asbestos or toxic/environmental) (24)	Collection Case—Seller Plaintiff	Enforcement of Judgment
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (non-domestic relations)
Other PI/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	Real Property	Miscellaneous Civil Complaint
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Non-PI/PD/WD (Other) Tort	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Intellectual Property (19)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Professional Negligence (25)	Unlawful Detainer	Miscellaneous Civil Petition
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (not medical or legal)	Residential (32)	Other Petition (not specified above) (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
Employment	Judicial Review	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS:	330 W Broadway
MAILING ADDRESS:	330 W Broadway
CITY AND ZIP CODE:	San Diego, CA 92101-3827
DIVISION:	Central
TELEPHONE NUMBER:	(619) 450-7071
PLAINTIFF(S) / PETITIONER(S):	California Fair Plan Association
DEFENDANT(S) / RESPONDENT(S):	United States Department of Agriculture et.al.
CALIFORNIA FAIR PLAN ASSOCIATION VS UNITED STATES DEPARTMENT OF AGRICULTURE (IMAGED)	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)	CASE NUMBER: 37-2021-00045018-CU-EI-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Gregory W Pollack

Department: C-71

COMPLAINT/PETITION FILED: 10/21/2021

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	03/25/2022	01:30 pm	C-71	Gregory W Pollack

Due to the COVID-19 pandemic, all Case Management Conferences (CMCs) are being conducted virtually unless there is a court order stating otherwise. Prior to the hearing date, visit the "virtual hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2021-00045018-CU-EI-CTL

CASE TITLE: California Fair Plan Association vs United States Department

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and*
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): California Fair Plan Association	
DEFENDANT(S): United States Department of Agriculture et.al.	
SHORT TITLE: CALIFORNIA FAIR PLAN ASSOCIATION VS UNITED STATES DEPARTMENT OF AGRICULTURE [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2021-00045018-CU-EI-CTL

Judge: Gregory W Pollack

Department: C-71

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| <input type="checkbox"/> Mediation (court-connected) | <input type="checkbox"/> Non-binding private arbitration |
| <input type="checkbox"/> Mediation (private) | <input type="checkbox"/> Binding private arbitration |
| <input type="checkbox"/> Voluntary settlement conference (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 10/22/2021

JUDGE OF THE SUPERIOR COURT

1 Mark A. Walsh (SBN 201550)
2 WATKINS & LETOFSKY, LLP
2900 S Harbor Blvd., Suite 240
Santa Ana, CA 92704
3 Office: (949) 476-9400; Fax: (949) 476-9407
4 Attorney for Plaintiff, CALIFORNIA
FAIR PLAN ASSOCIATION

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/21/2021 at 04:13:51 PM
Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO COUNTY, CENTRAL COURTHOUSE**

10 CALIFORNIA FAIR PLAN
11 ASSOCIATION,
12 Plaintiff,

13 vs.

14 UNITED STATES DEPARTMENT OF
15 AGRICULTURE; CLEVELAND
16 NATIONAL FOREST; CALIFORNIA
17 DEPARTMENT OF FORESTRY AND
18 FIRE PROTECTION; and DOES 1-30,
Inclusive,

19 Defendants.

Case No.: 37-2021-00045018-CU-EI-CTL
Assigned for all Purposes to Dept.
The Honorable
[Unlimited Civil Case]

COMPLAINT FOR DAMAGES

1. Inverse Condemnation
2. Premises Liability/Dangerous Condition - Govt. Code §§835 and 835.2
3. Trespass - CA Civil Code §3479; Govt. Code §§815.2(a) and 820(a)
4. Private Nuisance
5. Public Nuisance - CA Civil Code §3479; Govt. Code §§815.2(a) and 820(a)
6. Violation of California Vehicle Code §17001

TRIAL DATE: Not Yet Assigned

23 COMES NOW PLAINTIFF, CALIFORNIA FAIR PLAN ASSOCIATION ("Plaintiff"),
24 who is informed and believes and thereon alleges against the Defendants and Does 1-30,
25 Inclusive, and each of them as follows:

- 26 1. Plaintiff is a corporation organized and existing under the laws of the State of
27 California, and is and was at all times mentioned herein, qualified to do business in the State of
28

1 California.

2 2. Defendant, UNITED STATES DEPARTMENT OF AGRICULTURE, is a public
3 entity organized and existing under the laws of the State of California, and at all times mentioned
4 herein was authorized to conduct business in the State of California.

5 3. Defendant, CLEVELAND NATIONAL FOREST, is a public entity organized and
6 existing under the laws of the State of California, and is and was at all times mentioned herein,
7 qualified to conduct business in the State of California.

8 4. Defendant, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
9 PROTECTION, is a public entity organized and existing under the laws of the State of California,
10 and is and was at all times mentioned herein, qualified to conduct business in the State of
11 California.

12 5. Plaintiff is ignorant of the true names and capacities of the defendants sued herein
13 as DOES 1-30, Inclusive, and therefore sues these defendants by fictitious names. Plaintiff will
14 amend this complaint to allege their true names and capacities when ascertained. Plaintiff is
15 informed and believes and thereon alleges that at all times mentioned herein, each of the
16 fictitiously named defendants is negligently or otherwise responsible in some manner, along with
17 the named defendants, for the occurrences herein alleged, and Plaintiff's damages as herein
18 alleged were legally and proximately caused by that negligence or other wrongful acts and/or
19 omissions and the negligence or other acts and/or omissions of both the named and fictitiously
20 named defendants.

21 6. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, the defendants named in this action, as well as the fictitiously named defendants, and
23 each of them, were agents and employees of the remaining defendants, and in doing the things
24 hereinafter complained of, were acting within the course and scope of such agency and/or
25 employment and with the knowledge and consent of the remaining defendants.

26 7. Jurisdiction of this court is proper because all acts and omissions alleged herein
27 took place within the city of Alpine, County of San Diego, State of California.

1 8. At the time of the subject fire, on or about September 9, 2020, Plaintiff is
2 informed and believes and alleges thereon that Plaintiff's Insureds, Karen, and Robert Wood
3 (collectively "Insureds"), were the owners of residential home and water well adjacent to their
4 property located at 19509 Japatul Road, Alpine, California 91901. ("subject property").

5 9. On or about September 9, 2020, a wildfire incident occurred, also known as the
6 Valley Fire (herein "fire loss incident") in an area close to the subject property of Plaintiff's
7 Insureds. Due to the fact that Plaintiff's Insureds' water well held a substantial amount of water
8 and to avoid damages in the event of water leakage, Plaintiff's Insureds' water well was located
9 on a water easement near the subject property, approximately one quarter of a mile away from
10 their residence. The land where the water easement lies is owned by Mary Hicks, but Plaintiff's
11 Insureds retained responsibility for maintaining their water well, the pipeline running from their
12 water well to their residence and a 50 x 50 square foot area surrounding their water well. The
13 land/water easement area is on, nearby, and/or adjacent to the Cleveland National Forest.

14 10. The fire loss incident that occurred on or about September 9, 2020, continued
15 spreading on a course in the direction of Plaintiff's Insureds' property and land/water easement
16 where the insureds' water well was located (herein "land/water easement"). During the fire loss
17 incident, Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
18 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
19 FIRE PROTECTION, and DOES 1-30, Inclusive, administered the use of a bulldozer ("subject
20 bulldozer") to create a fire break in the vegetation. The subject bulldozer, while creating the fire
21 break, bulldozed into the path of the land/water easement and ran over Plaintiff's Insureds' water
22 well, destroying the water pump, its accessory piping, and its electrical conduit (herein referred
23 to as "subject water well") and resulted in extensive losses and damages.

24 11. Experts, upon a thorough inspection of the fire loss incident, determined that
25 when the subject bulldozer ran over the subject water well, the pump motor fell into the well,
26 got entangled in tree roots and was prevented from being recovered. Also, the accessory piping
27 and its electrical conduit also were destroyed and needed replacement with a new well pump,
28

1 power pole and electrical hookup. Additionally, new construction of a well, in the location of
2 the original well, was not accessible by rigs, so the new well construction had to be drilled in an
3 adjacent area in proximity to Plaintiff's Insureds' subject property. Additionally, the
4 Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND
5 NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
6 PROTECTION, and DOES 1-30, Inclusive, had not provided a spotter or person to walk in front
7 of the bulldozer operator to advise of any obstacles while creating the fire break.

8 12. On or about December 4, 2020, CALIFORNIA FAIR PLAN ASSOCIATION
9 hired a Construction expert ("expert") to perform a visual site inspection of the residence and
10 surrounding area of the above-described fire loss incident. During the inspection, the expert also
11 interviewed Plaintiff's Insureds. They determined the following: 1. The well was
12 approximately 400 total depth and contained a pump at approximately 200 feet. 2. A large blue
13 pressure tank was located on the North side of the well head approximately 12 feet from the well.
14 3. The fire break was cut through the location of the damaged well head. 4. The pump fell to
15 the bottom of the well when he attempted to retrieve it. 5. The fire ultimately stopped short of
16 the fire break, the line of which was still observable on the hillside. 6. The owner summarized
17 some of the expenses incurred in bringing in temporary water and in replacing the well, but the
18 work remained in process. The expert then concluded the well was open and obvious by virtue
19 of the large blue pressure tank and the short run pipes running on the surface from the wellhead.
20 There was room to adjust the path slightly to the South in order to avoid the destruction of the
21 well. The equipment operators caused the damage to the well and as a result, the owners were
22 forced to incur significant expense in bringing in temporary water immediately following the
23 damage to the well and replacing the well.

24 13. Plaintiff is informed and believes that on or about September 9, 2020, Plaintiff's
25 Insureds sustained damage to their subject water well. As a result of the unlawful acts and/or
26 omissions of Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
27 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
28

1 FIRE PROTECTION, and DOES 1-30, Inclusive, while in process of creating a fire break,
2 administered the use of the subject bulldozer, which resulted in the damages to Plaintiff's
3 insured's water well.

4 14. Plaintiff's Insureds maintained property insurance with Plaintiff at the time of the
5 above-described subject fire loss incident. Plaintiff fulfilled its obligations pursuant to the
6 insurance agreement ("the Policy") between Plaintiff and its Insureds and reimbursed its Insureds
7 for the damages from this fire loss incident.

8 15. Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
9 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
10 FIRE PROTECTION, and DOES 1-30, Inclusive, were aware of the problematic and dangerous
11 conditions in utilizing the subject bulldozer to create a fire break in the area of the subject water
12 well. Defendants, knowingly aware of these dangers and problems, refused and/or failed to take
13 reasonable steps by providing a spotter or person to walk in front of the bulldozer operator to
14 advise on any obstacles while creating the fire break. This avoidable outcome resulted in the
15 losses and damages to Plaintiff's Insureds' subject water well.

16 16. Plaintiff, CALIFORNIA FAIR PLAN ASSOCIATION, is informed and believes,
17 and thereon alleges, that the fire loss incident resulted in damage to Plaintiff's Insureds' property
18 and was the result of the illegal and improper acts and/or omissions of Defendants, UNITED
19 STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST,
20 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30,
21 Inclusive.

22 17. Pursuant to the California Government Code, Plaintiff, on behalf of Plaintiff's
23 Insureds, submitted Government Claims to Defendant, UNITED STATES DEPARTMENT OF
24 AGRICULTURE, Standard Form 95, "Claim for Damage, Injury, or Death" form submitted on
25 March 3, 2021, and such Government claim was wrongfully rejected on March 10, 2021.

26 18. Pursuant to the California Government Code, Plaintiff, on behalf of Plaintiff's
27 Insureds, submitted Government Claims to Defendant, CALIFORNIA DEPARTMENT OF
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1 FORESTRY AND FIRE PROTECTION, DGS ORIM 006 (Rev. 08/19) Form "Claim California
2 Department of General Services Offices of Risk and Insurance Management" submitted on
3 March 3, 2021, and such Government claim was wrongfully rejected on September 2, 2021.

4 **FIRST CAUSE OF ACTION – INVERSE CONDEMNATION**

5 **[Against Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
6 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION, and DOES 1-30, Inclusive]**

7 19. Plaintiff incorporates by reference paragraphs 1 through 18 as though fully set
8 forth herein.

9 20. At all times herein mentioned, Defendants, UNITED STATES DEPARTMENT
10 OF AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT
11 OF FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, owned, maintained,
12 serviced, repaired, controlled, investigated, and/or managed the land/water easement area and
13 subject bulldozer used to create a fire break during the fire loss incident on, nearby and/or adjacent
14 to Plaintiff's Insureds' property, on or about September 9, 2020.

15 21. Plaintiff's Insureds' property was extensively damaged when Defendants,
16 UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL
17 FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and
18 DOES 1-30, Inclusive, administered the use of the subject bulldozer to create a fire break during
19 the fire loss incident. Plaintiff's Insureds' water well was located in the pathway of the subject
20 bulldozer that Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
21 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
22 FIRE PROTECTION, and DOES 1-30, Inclusive, owned, maintained, serviced, repaired,
23 controlled, investigated and/or managed. The resulting fire loss incident directly and legally
24 resulted in the unlawful taking, without just compensation, of Plaintiff's Insureds' subject water
25 well.

26 22. The damages that occurred to Plaintiff's Insureds' property was the result of the
27 acts of Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND
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1 NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
2 PROTECTION, and DOES 1-30, Inclusive, who owned, maintained, serviced, repaired,
3 controlled, investigated, and/or managed, during the fire loss incident, the land/water easement
4 and subject bulldozer.

5 23. During the fire loss incident, the land/water easement and subject bulldozer that
6 was owned, maintained, serviced, repaired, controlled, investigated, and/or managed by
7 Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND
8 NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
9 PROTECTION, and DOES 1-30, Inclusive, on or about September 9, 2020, caused damage to
10 Plaintiff's Insureds' subject water well. The fire loss incident resulted in the use of the subject
11 bulldozer to create a fire break on the land/water easement where Plaintiff's Insureds' water well
12 was located and subsequently created unsafe conditions owned, maintained, serviced, repaired,
13 controlled, investigated, and/or managed by Defendants, UNITED STATES DEPARTMENT OF
14 AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF
15 FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive. The acts and omissions of
16 Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND
17 NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
18 PROTECTION, and DOES 1-30, Inclusive, amounted to the unlawful taking of Plaintiff's
19 Insureds' property without just compensation.

20 24. The unlawful taking of the insureds' property has resulted in damages suffered by
21 Plaintiff and Plaintiff's Insureds for which they have not received just compensation from
22 Defendants pursuant to the California Constitution, Article I, section 19.

23 25. Article I, section 19, of the California Constitution provides: "Private property
24 may be taken or damaged for public use only when just compensation, ascertained by a jury unless
25 waived, has first been paid to, or into court for, the owner. . ." just compensation." An inverse
26 condemnation action is comparable to an eminent domain proceeding but is initiated by the
27 property owner rather than the condemner, to recover for loss and damage to his or her property.
28

1 26. As a direct and proximate result of the wrongful conduct of Defendants, UNITED
2 STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST,
3 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30,
4 Inclusive, and as more fully stated in this Complaint, there has been physical damage to the
5 insureds' property, including but not limited to, structures, personal property, and loss of use.
6 Plaintiff's Insureds sustained extensive damage to their property as a result of this fire loss
7 incident and were without water for an extended period of time, having to outsource for water at
8 a costly sum.

9 27. The Court rendering judgment in favor of Plaintiff shall determine an award to
10 Plaintiff, its reasonable costs and fees incurred, including attorneys' fees and expert fees, for
11 having to proceed with this action. Plaintiff has incurred and will continue to incur reasonable
12 costs, attorneys' fees at \$400 per hour, and experts' fees according to proof, all of which are
13 compensable to Plaintiff.

14 28. The Court rendering judgment for the Plaintiff by awarding compensation shall
15 determine and award or allow to the Plaintiff, as a part of that judgment or settlement, a sum that
16 will, in the opinion of the court, reimburse Plaintiff's reasonable costs, disbursements, and
17 expenses, including reasonable attorney, appraisal, and engineering fees actually incurred because
18 of that proceeding in a trial court or in any appellate proceeding in which the Plaintiff prevails on
19 any issue in that proceeding (California Code of Civil Procedure Section 1036). Plaintiff was
20 required to retain the services of Watkins & Letofsky, LLP to investigate and file the notices of
21 claim and now this Complaint after the denial of the claim by Defendants, UNITED STATES
22 DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA
23 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, who
24 failed to pay for the property damages that arose out of the subject fire incident, either to
25 Plaintiff's Insureds or to Plaintiff. Plaintiff has incurred and will continue to incur reasonable
26 attorneys' fees, all of which are compensable to Plaintiff pursuant to California Code of Civil
27 Procedure Section 1036. Plaintiff is entitled to reimbursement for all costs and for pre-judgment
28

1 interest from the date of each payment made after the loss.

2 29. As a result of the unlawful taking of property by Defendants, Plaintiff's Insureds
3 sustained at least \$52,791.59 in damages, and the damage amount is continuing and will further be
4 pled at the time of trial. Plaintiff indemnified its insureds for remediation, repairs, replacement, and
5 loss of use of property and paid on behalf of its insureds the total amount of \$41,761.68, to date, and
6 further monetary damages are expected and will be according to proof. Plaintiff paid the amount of
7 \$39,608.00 for the property damage to the residential property. This sum includes Plaintiff's Insureds
8 \$2,500.00 deductible, which is recoverable under the insureds' respective policy of insurance.
9 Plaintiff paid its insureds \$37,319.00 for dwelling extension losses under Coverage A and \$1,690.00
10 for water source replacement under Coverage D. In addition, Plaintiff shall be seeking approximate
11 litigation costs of \$600.00 to date for filing and service of this Complaint, \$2,153.68 for *Stearman*
12 costs on behalf of Plaintiff's Insureds, Karen and Robert Wood and pre-judgment interest from the
13 date of each insurance payment through November 1, 2021, in an amount of \$2,429.91, to date and
14 increasing at a rate of 7 percent (7%) per annum. Plaintiff is seeking pre-judgment interest on this
15 matter as a result of clear liability against the Defendants, who via their own entity or insurance
16 carrier could have handled the claims of Plaintiff's Insureds, but instead required Plaintiff's Insureds
17 to file first-party insurance claims with their own insurance carrier, Plaintiff CALIFORNIA FAIR
18 PLAN ASSOCIATION. Additionally, as a result of Defendants not handling the Plaintiff's
19 Insureds' claims on its own, Plaintiff CALIFORNIA FAIR PLAN ASSOCIATION was required to
20 retain the services of Watkins & Letofsky, LLP to pursue this matter in litigation. Thus, Plaintiff
21 seeks recovery of attorneys' fees specifically under this cause of action for Inverse Condemnation
22 for approximately twenty (20) hours of time to date at \$400 per hour for a total of \$8,000.00 and
23 continuing. Thus, Plaintiff's damage claim to date is at least \$52,791.59 and increasing daily.
24 Plaintiff fulfilled its obligation pursuant to the insurance agreements between Plaintiff and Plaintiff's
25 Insureds, for the property damage losses. Plaintiff now seeks recovery, by way of a subrogation
26 claim, for all damages Plaintiff paid to or on behalf of its insureds plus other miscellaneous damages,
27 costs, expert fees, attorneys' fees, and pre-judgment interest from the date of each payment,
28

1 according to proof at trial.

2 **SECOND CAUSE OF ACTION — PREMISES LIABILITY/DANGEROUS CONDITION**

3 (Govt. Code §§835 and 835.2)

4 **[Against Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,**
5 **CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY**
6 **AND FIRE PROTECTION, and DOES 1-30, Inclusive]**

7 30. Plaintiff incorporates by reference paragraphs 1 through 29 as though fully set forth
8 herein.

9 31. Government Code Section 835, states: “Except as provided by statute, a public entity
10 is liable for injury caused by a dangerous condition of its property if the plaintiff establishes that the
11 property was in a dangerous condition at the time of the injury, that the injury was proximately caused
12 by the dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the
13 kind of injury which was incurred, and that either:

14 (a) A negligent or wrongful act or omission of an employee of the public entity within the
15 scope of his employment created the dangerous condition; or

16 (b) The public entity had actual or constructive notice of the dangerous condition under
17 Section 835.2 a sufficient time prior to the injury to have taken measures to protect against the
18 dangerous condition.”

19 32. **Government Code Section 835.2 states:**

20 “(a) A public entity had actual notice of a dangerous condition within the meaning of
21 subdivision (b) of Section 835 if it had actual knowledge of the existence of the condition and knew
22 or should have known of its dangerous character.

23 (b) A public entity had constructive notice of a dangerous condition within the meaning of
24 subdivision (b) of Section 835 only if the plaintiff establishes that the condition had existed for such
25 a period of time and was of such an obvious nature that the public entity, in the exercise of due care,
26 should have discovered the condition and its dangerous character. On the issue of due care, admissible
27 evidence includes but is not limited to evidence as to:

28 (1) Whether the existence of the condition and its dangerous character would have been
discovered by an inspection system that was reasonably adequate (considering the practicability and

1 cost of inspection weighed against the likelihood and magnitude of the potential danger to which
2 failure to inspect would give rise) to inform the public entity whether the property was safe for the
3 use or uses for which the public entity used or intended others to use the public property and for uses
4 that the public entity actually knew others were making of the public property or adjacent property.

5 (2) Whether the public entity maintained and operated such an inspection system with due
6 care and did not discover the condition.”

7 33. Plaintiff was harmed because of the way Defendants, UNITED STATES
8 DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA
9 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, owned,
10 maintained, serviced, repaired, controlled, investigated, and/or managed, during the fire loss
11 incident, the land/water easement and subject bulldozer located on, nearby and/or adjacent to
12 Plaintiff’s Insureds’ property on or about September 9, 2020.

13 34. Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
14 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
15 FIRE PROTECTION, and DOES 1-30, Inclusive, owned, maintained, serviced, repaired,
16 controlled, investigated, and/or managed, during the fire loss incident, the land/water easement,
17 and the subject bulldozer. Defendants, UNITED STATES DEPARTMENT OF
18 AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF
19 FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, were negligent in their
20 ownership, maintenance, service, repair, control, investigation and/or management, during the fire
21 loss incident, when the subject bulldozer bulldozed into the path of the land/water easement,
22 running over and subsequently destroying Plaintiff’s Insureds’ water well, on or about September
23 9, 2020, resulting in a dangerous condition. Defendants allowed unsafe conditions during the fire
24 loss incident by assigning use of the subject bulldozer without providing a spotter or person to
25 walk in front of the bulldozer operator to advise on any obstacles while creating the fire break.
26 Plaintiff and Plaintiff’s Insureds were harmed when Defendants, UNITED STATES
27 DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA
28

1 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive,
2 allowed these dangerous conditions and causing harm to Plaintiff's Insureds and Plaintiff.

3 35. Plaintiff is informed and believes and alleges that Defendants, UNITED STATES
4 DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA
5 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, knew
6 or had constructive notice of the dangerous conditions ongoing that were located on, nearby or
7 adjacent to Plaintiff's Insureds' property.

8 36. Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
9 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
10 FIRE PROTECTION, and DOES 1-30, Inclusive, were negligent in their ownership, maintenance,
11 service, repair, control, investigation and/or management, during the fire loss incident, the subject
12 bulldozer bulldozed into the path of the land/water easement, running over and subsequently
13 destroying the subject water well, thus creating an unreasonable risk of harm to Plaintiff's Insureds
14 and Plaintiff. Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
15 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
16 FIRE PROTECTION, and DOES 1-30, Inclusive, knew or, through the exercise of reasonable
17 care, should have known, about the harm and/or the potential for harm. Defendants, UNITED
18 STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST,
19 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30,
20 Inclusive, failed to protect against the harm created by their acts and/or omissions in the creation
21 of the ongoing dangerous and unsafe conditions and/or failure to give adequate warning(s) of the
22 dangerous conditions.

23 37. As a result of the premises liability/dangerous conditions created by Defendants,
24 Plaintiff's Insureds sustained at least \$52,791.59 in damages, and the damage amount is continuing
25 and will further be pled at the time of trial. Plaintiff indemnified its insureds for remediation, repairs,
26 replacement, and loss of use of property and paid on behalf of its insureds the total amount of
27 \$41,761.68, to date, and further monetary damages are expected and will be according to proof.

1 Plaintiff paid the amount of \$39,608.00 for the property damage to the residential property. This sum
 2 includes Plaintiff's Insureds \$2,500.00 deductible, which is recoverable under the insureds'
 3 respective policy of insurance. Plaintiff paid its insureds \$37,319.00 for dwelling losses under
 4 Coverage A and \$1,690.00 for water source replacement under Coverage D. In addition, Plaintiff
 5 shall be seeking approximate litigation costs of \$600.00 to date for filing and service of this
 6 Complaint, \$2,153.68 for *Stearman* costs on behalf of Plaintiff's Insureds, Karen and Robert Wood
 7 and pre-judgment interest from the date of each insurance payment through November 1, 2021, in
 8 an amount of \$2,429.91 to date and increasing at a rate of 7 percent (7%) per annum. Thus,
 9 Plaintiff's damage claim to date is at least \$52,791.59 and increasing daily. Plaintiff fulfilled its
 10 obligation pursuant to the insurance agreements between Plaintiff and Plaintiff's Insureds, for the
 11 property damage losses. Plaintiff now seeks recovery, by way of a subrogation claim, for all
 12 damages Plaintiff paid to or on behalf of its insureds plus other miscellaneous damages, costs, expert
 13 fees, attorneys' fees, and pre-judgment interest from the date of each payment, according to proof at
 14 trial.

15 **THIRD CAUSE OF ACTION –TRESPASS**

16 (CA Civil Code §3479; Govt. Code §§815.2(a) and 820(a))

17 [Against Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
 18 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY
 19 AND FIRE PROTECTION, DOES 1-30]

20 38. Plaintiff incorporates by reference paragraphs 1 through 37 as though fully set
 21 forth herein.

22 39. California Government Code Section 815.2 states in pertinent part: "(a) A public
 23 entity is liable for injury proximately caused by an act or omission of an employee of the public
 24 entity within the scope of his employment if the act or omission would, apart from this section,
 25 have given rise to a cause of action against that employee or his personal representative."

26 40. California Government Code Section 820 states in pertinent part: "(a) Except as
 27 otherwise provided by statute (including Section 820.2), a public employee is liable for injury
 28 caused by his act or omission to the same extent as a private person."

41. The liability of Defendants UNITED STATES DEPARTMENT OF

1 AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF
2 FORESTRY AND FIRE PROTECTION, DOES 1-30, Inclusive, is predicated on California Civil
3 Code §3479, which gives Plaintiff a statutory basis for governmental liability against a
4 governmental entity and avoids a defense of sovereign immunity under the Torts Claims Act.
5 *Nestle v. City of Santa Monica*, (1972) 6 Cal.3d 920.

6 42. California Civil Code §3479 states: "Anything which is injurious to health,
7 including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive
8 to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable
9 enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary
10 manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square,
11 street, or highway, is a nuisance." When the subject bulldozer bulldozed into the path of the
12 land/water easement, running over and subsequently destroying the subject water well,
13 Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND
14 NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
15 PROTECTION, DOES 1-30, Inclusive, obstructed Plaintiff's Insureds' free use of their property.

16 43. Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
17 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
18 FIRE PROTECTION, DOES 1-30, Inclusive, unlawfully and improperly allowed a dangerous
19 condition by failing to legally and properly own, maintain, repair, service, control, investigate,
20 and/or manage, during the fire loss incident, the subject bulldozer bulldozed into the path of the
21 land/water easement, running over and subsequently destroying Plaintiff's Insureds' water well.
22 This created and/or permitted a condition to exist that was an obstruction to the free use of
23 property, which interfered with the comfortable enjoyment of life and/or property, within the
24 meaning of California Civil Code §3479.

25 44. At all times herein mentioned, Plaintiff's Insureds retained responsibility for the
26 maintenance and care of the subject water well, the pipeline running from the water well to their
27 residence and a 50 x 50 square foot area surrounding the subject water well.

1 45. The condition of Plaintiff's Insureds' property after the fire loss incident interfered
2 with Plaintiff's Insureds' use and/or enjoyment of their property, in that the property was
3 extensively damaged, which falls within the meaning of *California Civil Code* §3479.

4 46. As a result of failing to own, maintain, service, repair, control, investigate, and or/
5 manage, during the fire loss incident, the land water easement, and the subject bulldozer, on or
6 about September 9, 2020, by Defendants, UNITED STATES DEPARTMENT OF
7 AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF
8 FORESTRY AND FIRE PROTECTION, DOES 1-30, Inclusive, a fire loss incident occurred and
9 resulted in damages to Plaintiff's Insureds' property. As a result of Defendants, UNITED
10 STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST,
11 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, DOES 1-30,
12 Inclusive, wrongful acts described above, Plaintiff's Insureds' water well was damaged.
13 Plaintiff's Insureds were responsible for care and maintenance for their water well, the pipeline
14 running from the water well to their residence and a 50 x 50 square foot area surrounding the
15 subject water well.

16 47. Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
17 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
18 FIRE PROTECTION, DOES 1-30, Inclusive, although not intending to do so, negligently entered
19 Plaintiff's Insureds' property, without permission for the entry and the entry by Defendants,
20 UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL
21 FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, DOES
22 1-30, Inclusive, exceeded their permission and was a substantial factor in causing Plaintiff's
23 Insureds and Plaintiff's harm.

24 48. Plaintiff's Insureds did not consent to the conduct of Defendants, UNITED
25 STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST,
26 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, DOES 1-30,
27 Inclusive, nor did they consent, during the fire loss incident, to allow entrance of the bulldozer
28

1 into the pathway of the land/water easement nor give permission for the subject bulldozer to run
2 over the subject water well and destroy it.

3 49. As a result of the Trespass by Defendants, Plaintiff's Insureds sustained at least
4 \$52,791.59 in damages, and the damage amount is continuing and will further be pled at the time of
5 trial. Plaintiff indemnified its insureds for remediation, repairs, replacement, and loss of use of
6 property and paid on behalf of its insureds the total amount of \$41,761.68, to date, and further
7 monetary damages are expected and will be according to proof. Plaintiff paid the amount of
8 \$39,608.00 for the property damage to the residential property. This sum includes Plaintiff's Insureds
9 \$2,500.00 deductible, which is recoverable under the insureds' respective policy of insurance.
10 Plaintiff paid its insureds \$37,319.00 for dwelling losses under Coverage A and \$1,690.00 for water
11 source replacement under Coverage D. In addition, Plaintiff shall be seeking approximate litigation
12 costs of \$600.00 to date for filing and service of this Complaint, \$2,153.68 for *Stearman* costs on
13 behalf of Plaintiff's Insureds, Karen and Robert Wood and pre-judgment interest from the date of
14 each insurance payment through November 1, 2021, in an amount of \$2,429.91 to date and
15 increasing at a rate of 7 percent (7%) per annum. Thus, Plaintiff's damage claim to date is at least
16 \$52,791.59 and increasing daily. Plaintiff fulfilled its obligation pursuant to the insurance
17 agreements between Plaintiff and Plaintiff's Insureds, for the property damage losses. Plaintiff now
18 seeks recovery, by way of a subrogation claim, for all damages Plaintiff paid to or on behalf of its
19 insureds plus other miscellaneous damages, costs, expert fees, attorneys' fees, and pre-judgment
20 interest from the date of each payment, according to proof at trial.

21 **FOURTH CAUSE OF ACTION – PRIVATE NUISANCE**

22 **[Against Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,**
23 **CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY**
24 **AND FIRE PROTECTION, and DOES 1-30, Inclusive]**

25 50. Plaintiff incorporates by reference paragraphs 1 through 49 as though fully set
26 forth herein.

27 51. At all times herein mentioned, Plaintiff's retained responsibility for the
28 maintenance and care of their water well, the pipeline running from the water well to their

1 residence and a 50 x 50 square foot area surrounding the subject water well, in Alpine, California
2 that was damaged when unlawful and negligent bulldozing in the pathway of the land/water
3 easement resulted in damage to their water well. Plaintiff's Insureds suffered extensive property
4 damage when developments occurred during the fire loss incident that damaged their property.

5 52. At all times herein mentioned, Plaintiff's Insureds retained responsibility for the
6 maintenance and care of the subject water well, the pipeline running from the water well to their
7 residence and a 50 x 50 square foot area surrounding their water well.

8 53. The condition of Plaintiff's Insureds' water well after the fire loss incident
9 interfered with Plaintiff's Insureds' use and/or enjoyment of their property and their ability to
10 access fresh water.

11 54. Plaintiff's Insureds did not consent to Defendants' conduct.

12 55. An ordinary person would be reasonably annoyed or disturbed by the conduct of
13 Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND
14 NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
15 PROTECTION, DOES 1-30, Inclusive, because the fire loss incident caused extensive damage
16 to the insureds' water well.

17 56. Plaintiff's Insureds were harmed by the damages to their property, and Plaintiff
18 was harmed by having to reimburse the insureds for the losses from the fire loss incident.

19 57. Defendants' conduct was a substantial factor in causing Plaintiff insureds' and
20 Plaintiff's harm. If Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
21 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND
22 FIRE PROTECTION, DOES 1-30, Inclusive, had properly controlled, during the fire loss
23 incident, the subject bulldozer creating a fire break in the pathway of the land/water easement,
24 the dangerous, unlawful, and negligent, damage to the subject water well would not have
25 occurred.

26 58. The seriousness of the harm outweighs the public benefit of the conduct of
27 Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND
28

1 NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
2 PROTECTION, DOES 1-30, Inclusive, as there is no public benefit in the failure to maintain and
3 control, the subject bulldozer while creating a fire break in the pathway of the land/water
4 easement. The harm resulted in a dangerous, unlawful, and negligent outcome.

5 59. As a result of private nuisance by Defendants, Plaintiff's Insureds sustained at least
6 \$52,791.59 in damages, and the damage amount is continuing and will further be pled at the time of
7 trial. Plaintiff indemnified its insureds for remediation, repairs, replacement, and loss of use of
8 property and paid on behalf of its insureds the total amount of \$41,761.68, to date, and further
9 monetary damages are expected and will be according to proof. Plaintiff paid the amount of
10 \$39,608.00 for the property damage to the residential property. This sum includes Plaintiff's Insureds
11 \$2,500.00 deductible, which is recoverable under the insureds' respective policy of insurance.
12 Plaintiff paid its insureds \$37,319.00 for dwelling losses under Coverage A and \$1,690.00 for water
13 source replacement under Coverage D. In addition, Plaintiff shall be seeking approximate litigation
14 costs of \$600.00 to date for filing and service of this Complaint, \$2,153.68 for *Stearman* costs on
15 behalf of Plaintiff's Insureds, Karen and Robert Wood and pre-judgment interest from the date of
16 each insurance payment through November 1, 2021, in an amount of \$2,429.91 to date and
17 increasing at a rate of 7 percent (7%) per annum. Thus, Plaintiff's damage claim to date is at least
18 \$52,791.59 and increasing daily. Plaintiff fulfilled its obligation pursuant to the insurance
19 agreements between Plaintiff and Plaintiff's Insureds, for the property damage losses. Plaintiff now
20 seeks recovery, by way of a subrogation claim, for all damages Plaintiff paid to or on behalf of its
21 insureds plus other miscellaneous damages, costs, expert fees, attorneys' fees and pre-judgment
22 interest from the date of each payment, according to proof at trial.

23 **FIFTH CAUSE OF ACTION – PUBLIC NUISANCE**

24 (CA Civil Code §3479; Govt. Code §§815.2(a) and 820(a))

25 [Against Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE,
26 CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION, and DOES 1-30, Inclusive]

27 60. Plaintiff incorporates by reference paragraphs 1 through 59 as though fully set
28 forth herein.

1 61. At all times herein mentioned, Plaintiff's Insureds retained responsibility for the
2 maintenance and care of the subject water well, the pipeline running from the water well to their
3 residence and a 50 x 50 square foot area surrounding the subject water well.

4 62. California Government Code Section 815.2 states in pertinent part: "(a) A public
5 entity is liable for injury proximately caused by an act or omission of an employee of the public
6 entity within the scope of his employment if the act or omission would, apart from this section,
7 have given rise to a cause of action against that employee or his personal representative."

8 63. California Government Code Section 820 states in pertinent part: "(a) Except as
9 otherwise provided by statute (including Section 820.2), a public employee is liable for injury
10 caused by his act or omission to the same extent as a private person."

11 64. Liability for Public Nuisance by Defendants, UNITED STATES DEPARTMENT
12 OF AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT
13 OF FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, is predicated on
14 California Civil Code §3479, which gives Plaintiff a statutory basis for governmental liability and
15 avoids a defense of sovereign immunity under the Torts Claims Act. *Nestle v. City of Santa*
16 *Monica*, (1972) 6 Cal.3d 920. California Civil Code §3479 states: "Anything which is injurious
17 to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or
18 offensive to the senses, or an obstruction to the free use of property, so as to interfere with the
19 comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the
20 customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public
21 park, square, street, or highway, is a nuisance." When the subject bulldozer bulldozed into the
22 path of the land/water easement, running over and subsequently destroying the subject water well,
23 Defendants obstructed Plaintiff's Insureds' free use of their property.

24 65. As a result of failing to own, maintain, service, repair, control, investigate, and/or
25 manage the subject bulldozer bulldozing into the path of the land/water easement, running over
26 and subsequently destroying Plaintiff's Insureds' water well on, at or adjacent to Plaintiff's
27 Insureds' property, on or about September 9, 2020, by Defendants, UNITED STATES
28

1 DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA
2 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive,
3 damage occurred. The fire loss incident developed and extended onto Plaintiff's Insureds'
4 property and thus created and/or permitted a condition to exist that was an obstruction to the free
5 use of property, which interfered with the comfortable enjoyment of life and/or property, within
6 the meaning of California Civil Code §3479.

7 66. Failure during the fire loss incident negatively affected a substantial number of
8 people and property at the same time, including Plaintiff's Insureds and Plaintiff.

9 67. An ordinary person would be reasonably annoyed or disturbed by the conduct of
10 Defendants, UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND
11 NATIONAL FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
12 PROTECTION, and DOES 1-30, Inclusive, because the fire loss incident damaged the insureds'
13 property.

14 68. The seriousness of the harm to Plaintiff's Insureds and Plaintiff outweighs the
15 social utility of the conduct of Defendants, UNITED STATES DEPARTMENT OF
16 AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF
17 FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, who failed to control the
18 subject bulldozer bulldozing into the pathway of the land/water easement, running over and
19 destroying the subject water well. The harm resulted in a dangerous, unlawful and negligent
20 outcome.

21 69. Plaintiff's Insureds did not consent to Defendants' conduct.

22 70. Plaintiff's Insureds were harmed by damages to their water well and Plaintiff was
23 harmed by having to reimburse its insureds for the losses from the fire loss incident.

24 71. The conduct of Defendants, UNITED STATES DEPARTMENT OF
25 AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA DEPARTMENT OF
26 FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, was a substantial factor in
27 causing Plaintiff and Plaintiff's Insureds' harm. If Defendants, UNITED STATES
28

1 DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST, CALIFORNIA
2 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30, Inclusive, had
3 lawfully and competently maintained and/or controlled the subject bulldozer while creating a fire
4 break in the pathway of the land/water easement, Plaintiff's Insureds' water well would not have
5 sustained damages.

6 72. As a proximate and legal result of the public nuisance created by Defendants,
7 UNITED STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL
8 FOREST, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and
9 DOES 1-30, Inclusive, Plaintiff suffered damages as a result by reimbursing its insureds for
10 damages.

11 73. As a result of the public nuisance by Defendants, Plaintiff's Insureds sustained at
12 least \$52,791.59 in damages, and the damage amount is continuing and will further be pled at the
13 time of trial. Plaintiff indemnified its insureds for remediation, repairs, replacement, and loss of use
14 of property and paid on behalf of its insureds the total amount of \$41,761.68, to date, and further
15 monetary damages are expected and will be according to proof. Plaintiff paid the amount of
16 \$39,608.00 for the property damage to the residential property. This sum includes Plaintiff's Insureds
17 \$2,500.00 deductible, which is recoverable under the insureds' respective policy of insurance.
18 Plaintiff paid its insureds \$37,319.00 for dwelling losses under Coverage A and \$1,690.00 for water
19 source replacement under Coverage D. In addition, Plaintiff shall be seeking approximate litigation
20 costs of \$600.00 to date for filing and service of this Complaint, \$2,153.68 for *Stearman* costs on
21 behalf of Plaintiff's Insureds, Karen and Robert Wood and pre-judgment interest from the date of
22 each insurance payment through November 1, 2021, in an amount of \$2,429.91 to date and
23 increasing at a rate of 7 percent (7%) per annum. Thus, Plaintiff's damage claim to date is at least
24 \$52,791.59 and increasing daily. Plaintiff fulfilled its obligation pursuant to the insurance
25 agreements between Plaintiff and Plaintiff's Insureds, for the property damage losses. Plaintiff now
26 seeks recovery, by way of a subrogation claim, for all damages Plaintiff paid to or on behalf of its
27 insureds plus other miscellaneous damages, costs, expert fees, attorneys' fees and pre-judgment
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1 interest from the date of each payment, according to proof at trial.

2 **SIXTH CAUSE OF ACTION – VIOLATION OF CALIFORNIA VEHICLE**

3 **CODE § 17001**

4 **[Against Defendants, CLEVELAND NATIONAL FOREST, DOES 11-20, Inclusive]**

5 74. Plaintiff incorporates by reference paragraphs 1 through 73 as though fully set
6 forth herein.

7 75. Defendants, CLEVELAND NATIONAL FOREST, and DOES 11-20, Inclusive,
8 had a duty to properly maintain, service, repair, control, investigate and/or manage, during the
9 fire loss incident, the subject bulldozer bulldozing to create a fire break in the pathway of the
10 land/water easement. Plaintiff's Insureds' subject water well would not have been run over and
11 the damages would not have occurred.

12 76. Defendants, CLEVELAND NATIONAL FOREST, and DOES 11-20, Inclusive,
13 breached their duty of due care on or about Sept 9, 2020, when the fire loss incident occurred.
14 Defendants, CLEVELAND NATIONAL FOREST, and DOES 11-20, Inclusive, did not take
15 proper safety measures to reduce or avoid the danger during their dangerous, unlawful, and
16 negligent use of the subject bulldozer, while creating the fire break, when it bulldozed into the
17 path of the land/water easement and ran over and destroyed Plaintiff's Insureds' subject water
18 well.

19 77. Plaintiff is informed and believes and based thereon, alleges that Defendants,
20 CLEVELAND NATIONAL FOREST, and DOES 11-20, Inclusive, were subject to laws and
21 safety regulations pertaining to vehicle safety, specifically *California Vehicle Code* Section
22 17001 which defines reckless driving as driving a vehicle in a willful and wanton disregard for
23 the safety of persons and property. The afore-described laws and regulations were intended to
24 prevent property damage and bodily injury to persons traveling on public U.S. roadways.

25 78. As a result of the negligence of Defendants, CLEVELAND NATIONAL
26 FOREST, and DOES 11-20, Inclusive, Plaintiff's Insureds' subject water well was extensively
27 damaged during the fire loss incident when the land/water easement and bulldozer that was
28 maintained, serviced, repaired, controlled, investigated and/or managed by Defendants,

1 CLEVELAND NATIONAL FOREST, and DOES 11-20, Inclusive, bulldozed into the path of
2 the land/water easement and ran over the subject water well.

3 79. Plaintiff is informed and believes and based thereon, that Plaintiff and Plaintiff's
4 Insured suffered the same type of harm that the afore-described laws and regulations were designed
5 to prevent, resulting in, without limitation, financial harm in the form of property damages, from the
6 conduct of Defendants, CLEVELAND NATIONAL FOREST, and DOES 11-20, Inclusive,
7 which was a substantial factor in causing said harm.

8 80. The afore-described improper acts and/or omissions to act of Defendants,
9 CLEVELAND NATIONAL FOREST, and DOES 11-20, Inclusive, were the legal and proximate
10 cause of damages to Plaintiff's Insured and to Plaintiff.

11 81. The afore-described improper acts and/or omissions to act of Defendants,
12 CLEVELAND NATIONAL FOREST, and DOES 11-20, Inclusive, were a substantial factor in
13 causing harm to Plaintiff's Insured and to Plaintiff.

14 82. As a result of the violation of California Vehicle Code §17000 by Defendants,
15 Plaintiff's Insureds sustained at least \$52,791.59 in damages, and the damage amount is continuing
16 and will further be pled at the time of trial. Plaintiff indemnified its insureds for remediation, repairs,
17 replacement, and loss of use of property and paid on behalf of its insureds the total amount of
18 \$41,761.68, to date, and further monetary damages are expected and will be according to proof.
19 Plaintiff paid the amount of \$39,608.00 for the property damage to the residential property. This sum
20 includes Plaintiff's Insureds \$2,500.00 deductible, which is recoverable under the insureds'
21 respective policy of insurance. Plaintiff paid its insureds \$37,319.00 for dwelling losses under
22 Coverage A and \$1,690.00 for water source replacement under Coverage D. In addition, Plaintiff
23 shall be seeking approximate litigation costs of \$600.00 to date for filing and service of this
24 Complaint, \$2,153.68 for *Stearman* costs on behalf of Plaintiff's Insureds, Karen and Robert Wood
25 and pre-judgment interest from the date of each insurance payment through November 1, 2021, in
26 an amount of \$2,429.91 to date and increasing at a rate of 7 percent (7%) per annum. Thus,
27 Plaintiff's damage claim to date is at least \$52,791.59 and increasing daily. Plaintiff fulfilled its
28

1 obligation pursuant to the insurance agreements between Plaintiff and Plaintiff's Insureds, for the
 2 property damage losses. Plaintiff now seeks recovery, by way of a subrogation claim, for all
 3 damages Plaintiff paid to or on behalf of its insureds plus other miscellaneous damages, costs, expert
 4 fees, attorneys' fees, and pre-judgment interest from the date of each payment, according to proof at
 5 trial.

6 **PRAYER**

7 WHEREFORE, Plaintiff prays for judgment against Defendants, Defendants, UNITED
 8 STATES DEPARTMENT OF AGRICULTURE, CLEVELAND NATIONAL FOREST,
 9 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, and DOES 1-30,
 10 Inclusive, as follows:

11 1. All damages Plaintiff paid to or on behalf of its insureds in the amount of \$52,791.59
 12 continuing and according to proof, including costs, expert fees, attorneys' fees, and pre-judgment
 13 interest and continuing as follows:

14	Insurance benefits to date:	\$ 41,761.68
15	Coverage A:	\$ 37,918.00
16	(\$2,500 Insureds' deductible included in Cov: A)	
17	Coverage D:	\$ 1,690.00
18	<i>Steaman's Costs:</i>	\$ 2,153.68
19	Approximate Litigation Cost to Date	\$ 600.00
20	Reasonable Attorneys' Fees (20 hrs. x \$400.00/hr.)	\$ 8,000.00
21	Add 7% Pre-judgment interest as of 11/01/21:	<u>\$ 2,429.91</u>
22	Total to date:	\$ 52,791.59

- 23 2. For costs of suit incurred by Plaintiff herein;
 24 3. For *Stearman* expert fee according to proof;
 25 4. For Reasonable Attorneys' Fees according to proof;
 26 5. For expert fees;
 27 6. For pre-judgment interest at 7% per annum; and
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7. For any and all such relief as the court may deem just and proper.

DATED: October 21, 2021

Respectfully Submitted,
WATKINS & LETOFSKY, LLP

By: 
MARK A. WALSH
Attorney for Plaintiff,
CALIFORNIA FAIR PLAN
ASSOCIATION

CFP. 139 CALIFORNIA FAIR PLAN v. UNITED STATES DEPARTMENT OF AGRICULTURE; CLEVELAND NATIONAL FOREST;
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PREVENTION \\Complaint.doc

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7 Attorneys for the United States Department of Agriculture
8 Cleveland National Forest

9 **UNITED STATES DISTRICT COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 CALIFORNIA FAIR PLAN
ASSOCIATION,

12 Plaintiff,

13 v.

14 UNITED STATES DEPARTMENT OF
15 AGRICULTURE; CLEVELAND
16 NATIONAL FOREST; CALIFORNIA
17 DEPARTMENT OF FORESTRY AND
FIRE PROTECTION; and DOES 1-30
Inclusive.

18 Defendants.

Case No.: '21CV2099 JAH KSC

CERTIFICATE OF SERVICE

19
20 I Rebecca Church, hereby declare as follows. I am a citizen of United States and
21 am at least eighteen years of age. My business address is 880 Front Street, Room 6293,
22 San Diego, CA 92101-8893. I am not a party to the above-entitled action. I have caused
23 service of:

24 **NOTICE OF REMOVAL OF A CIVIL ACTION**

25 **EXHIBITS A AND B**

26 **CIVIL COVER SHEET**
27
28

1 On the following parties by regular U.S. Mail postage prepaid to:

2
3 Superior Court of California
4 Central Division
5 1100 Union St,
6 San Diego, CA 92101
7 (619) 844-2761

8
9 California Fair Plan Association
10 Mark A. Walsh
11 Watkins & Letofsky, LLP
12 2900 S. Harbor Blvd., Suite 240
13 Santa Ana, CA 92704

14 I declare under penalty of perjury that the foregoing is true and correct.

15 DATED: December 17, 2021

16 s/ Rebecca G. Church
17 REBECCA G. CHURCH
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