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*Attorneys for Plaintiff*

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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF WYOMING**

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**WILLIAM JEROME RUTH**, individually, and  
as Wrongful Death Representative of the  
**ESTATE OF CYNTHIA SHOOK RUTH**,

Plaintiff,

v.

**BEARTOOTH ELECTRIC COOPERATIVE,  
INC.**, a Montana Corporation, and **ASPLUNDH  
TREE EXPERT, LLC**, a Pennsylvania Limited  
Liability Company,

Defendants.

Case No. 22-CV-\_\_\_\_\_

**COMPLAINT  
and  
JURY DEMAND**

Plaintiff, William Jerome Ruth (“Jerry”), individually and as the duly appointed Wrongful Death Representative of the Estate of Cynthia Shook Ruth, through his attorneys, states his causes of action against Defendants, Beartooth Electric Cooperative, Inc. (“Beartooth”), a Montana corporation, and Asplundh Tree Expert, LLC (“Asplundh”), a Pennsylvania limited liability corporation, as follows:

### **INTRODUCTION**

1. This is an action arising from fatal injuries Cynthia Shook Ruth (“Cindy”) suffered on November 16, 2021, in the “Clark Fire” near her home in Clark, Park County, Wyoming. Beartooth and Asplundh’s liability arises from their failure to properly trim a tree (“the tree”) growing within Beartooth’s right-of-way, which ignited the Clark Fire on November 15, 2021.

### **PARTIES**

2. Plaintiff Jerry Ruth is Cindy’s surviving husband, who was appointed Wrongful Death Representative of her Estate in Wyoming District Court, Fifth Judicial District, Park County, in Civil No. 30483.

3. At the time of Cindy’s death, Jerry and Cindy had been married for 38 years and both resided together in Park County.

4. Defendant Beartooth is a Montana electric cooperative, with its principal office in Red Lodge, Montana. It is authorized to do business in Park County and elsewhere. It provides electric services to its members.

5. Defendant Asplundh is a Pennsylvania limited liability company, with its principal office in Willow Grove, Pennsylvania. It is authorized to do business in Park County,

Wyoming, and elsewhere. It provides, among other things, tree-trimming public and private services to utility customers nationwide.

### **JURISDICTION AND VENUE**

6. This Court has original jurisdiction of this action under the authority of 28 U.S.C. § 1332. Plaintiff and Defendants are citizens of different states, and the matter in controversy exceeds the sum of \$75,000, exclusive of interests and costs.

7. Venue is appropriately before this Court under the authority of 28 U.S.C. § 1391. The United States District Court for the District of Wyoming is a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred. 28 U.S.C. § 1391(b)(2).

### **GENERAL ALLEGATIONS**

8. Defendant Beartooth owns and maintains easements and rights-of-way for its electric power transmission and distribution lines located in northwestern Wyoming and elsewhere, including its powerlines in and near Clark, Park County.

9. On May 26, 2021, Defendant Asplundh contracted (“Right-of-Way Clearing Contract” or “Contract”) with Beartooth to conduct vegetation management services on its power transmission and distribution lines in and near Clark, including Beartooth’s powerline at 197 Louis Lamour Lane, Clark.

10. On November 15, 2021, a tree growing within or near Beartooth’s right-of-way contacted Beartooth’s powerline and ignited a wildfire at 197 Louis Lamour Lane. The wildfire became known as the “Clark Fire.”

11. The Clark Fire spread to adjoining properties, including the residential property owned by Jerry and Cindy, at 1 Louis Lamour Lane.

12. As the Clark Fire approached the Ruths' home, Cindy, in her effort to flee its advancing flames, was trapped. She was overcome by the fire and died from her injuries.

13. Under standards of the industry, Wyoming law, and the Contract, the tree should have been trimmed to a distance that would have prevented its contact with Beartooth's powerline. Beartooth and Asplundh each failed to comply with these standards.

### ASPLUNDH'S DUTIES

14. The standards are stated in part, in the Contract which requires Asplundh, as "Contractor," to:

5. **Duties of Contractor.** The following conditions shall govern the Contractor while performing its duties and responsibilities pursuant to the terms of this Contract:

\* \* \*

- C. **Tree Limbing.** Trees which originate outside of the right-of-way easement but have branches encroaching into the right-of-way shall be felled, if agreed upon by a landowner, otherwise trimmed per Specification M1.30G and the National Electric Safety Code (NESC) C2-2002-2 I 8(AI) attached hereto as Exhibit "B". If the tree trunk diameter at conductor level is greater than 6 inches, the encroachment tree may be side trimmed.
- D. **Healthy Trees.** Healthy trees with no cat face, bug damage, dead top, or lightning [sic] damage with a trunk diameter of 12 inches or greater at conductor level and located inside the right-of-way, but no closer than 7.5 feet from the trunk to energized conductor of 20' corridor may be limbed as per Specification M 1.30G and the National Electric Safety Code (NESC) C2-2002-218(AI) attached hereto as Exhibit "B" should appearance be a material consideration.
- E. **Limbed Trees.** Trees that are limbed shall be limbed from ground level to 12 feet above conductor level. Limbs shall be cut as close to the trunk as reasonably possible.
- F. **Dead Trees.** All dead trees standing outside of the right-of-way which can reach the line conductors shall be felled, if agreed upon by landowner. No tree with signs of decay or physical damage will be trimmed. These trees must be felled. If a landowner refuses to agree that trees as described in this paragraph may be felled, the Contractor shall mark the location of any such tree in

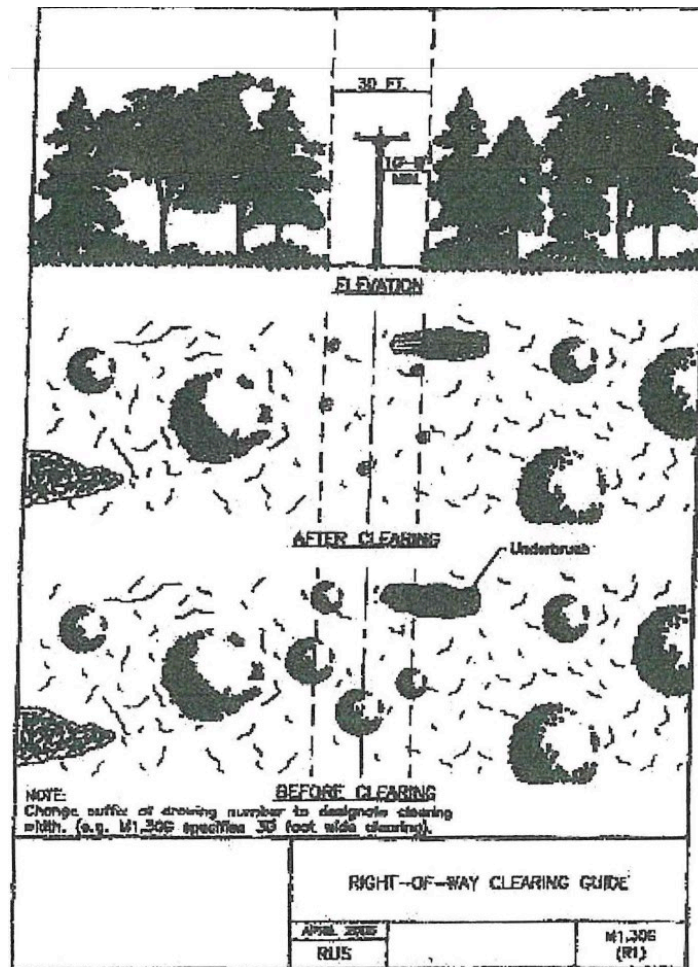
reference to the right-of-way and on the Project map and immediately notify BEC.

These provisions set the minimum standards by which Asplundh was to trim the tree at 197 Louis Lamour Lane, the ignition source of the Clark Fire.

15. In addition, Asplundh, as Contractor, was specifically required to trim the tree according to the standards expressed in Exhibit “B” of the Contract:

12. **Standard of Work.** All work performed under this Contract shall be done in a good and workmanlike manner and shall conform to the RUS Standards, attached as Exhibit “B”.

Below is the standard depicted in Exhibit “B” to the Contract:



Asplundh did not trim the subject tree according to the requirements of Exhibit “B.”

## BEARTOOTH'S DUTIES

16. Beartooth, as owner of the right-of-way and the powerline located at 197 Louis Lamour Lane, was also required to adhere to the standards of the industry, Wyoming law, and the Contract to ensure that the tree was properly trimmed.

17. Apart from entering the Contract with Asplundh for the performance of Asplundh's tree clearing and maintenance services, the work of trimming trees near powerlines requires of Beartooth the non-delegable duty to inspect Asplundh's work to ensure it was performed according to those standards. This non-delegable duty requires of Beartooth the care commensurate to the risk that may occur if its duty is done negligently—including the risk that a wildfire may be ignited if Asplundh's work is performed below applicable standards.

18. The Contract required Beartooth to inspect Asplundh's work and "withhold payment due for any portion of the work if the Contractor is in default of any provision of the Contract or which has been rejected by BEC and has not been corrected by Contractor to the satisfaction of BEC." (§ 10 of Contract).

19. In another example of Beartooth's non-delegable duty, it was required to inspect Asplundh's work to defect defective work:

14. **Work Defect.** The Contractor shall correct at his expense, all defects and deficiencies in the work or deficiencies caused by reason of the failure of the Contractor to follow the terms of this Contract. *BEC will provide the Contractor with a written notice of any defects or deficiencies in the work performed or failure to be performed.* Contractor will have ten (10) days from the date of mailing of the notice in which to correct or cure the deficiency or perform the requested work. If the defects or failed work are not performed within ten (10) days, BEC may proceed to cure such defects and deduct the costs thereof from any amounts owed to the Contractor at the time of the defect is cured.

Beartooth was negligent in its inspection of Asplundh's work because the tree limb which contacted the powerline did not meet the clearance standards as required by Exhibit "B."

21. Because Beartooth expressly reserved the right to inspect the quality of Asplundh's work and its compliance with the Contract, there is no reasonable basis that the tree was not properly trimmed. In "Exhibit B":

17. **Inspection of Work.** *BEC may inspect the work and may maintain inspectors on the job site to insure that work is performed in accordance with the terms of this Contract, provided, however, that any such inspectors or employees of BEC shall not have authority to direct or advise the Contractor or his employees or agents concerning the method or manner by which the work is to be performed.*

22. Beartooth and Asplundh each breached their duties owed to Jerry and the Estate as expressed by Wyoming law, standards of the industry, and the Contract.

23. As a direct, legal, and proximate cause of Beartooth and Asplundh's negligent acts, Jerry and the Estate suffered damages, as is set out in this Complaint:

**COUNT ONE:  
WRONGFUL DEATH  
NEGLIGENCE (COMMON LAW)  
(BEARTOOTH /ASPLUNDH)**

24. Plaintiff hereby incorporates Paragraphs 1 – 23.

25. Because of the dangers that may result from the negligent operation, inspection, and maintenance of a powerline, easement, and right-of-way, Beartooth and Asplundh are required to exercise a commensurate level of care to ensure their operations are performed according to applicable standards.

26. That is, Beartooth and Asplundh owed a duty to Jerry and the beneficiaries to exercise the reasonable care, skill, and vigilance commensurate with the danger associated with that ultrahazardous activity under all circumstances.

27. Beartooth's easement and right-of-way at the location in which the Clark Fire was ignited, is and was at the time of the ignition, under the sole and exclusive control and management of either Beartooth or Asplundh, or both.

28. Beartooth has a statutory duty to properly maintain its electric powerlines under W.S. § 37-3-114, which provides that any electric utility that constructs, operates, and/or maintains powerlines within the state of Wyoming has a duty to construct, operate, and maintain its powerlines according to the National Electrical Safety Code, the industry standards, and Defendants' own policies and procedures.

29. Beartooth failed to construct, operate, inspect, maintain, and/or trim its powerlines, easements, and right-of-way at the location the Clark Fire as required by the national Electrical Safety Code. In addition, Asplundh failed to trim Beartooth's easement and right-of-way at the location where the Clark Fire was ignited according to standards of the National Electrical Safety Code.

30. Beartooth and Asplundh, before November 15, 2021, were negligent in their failure to exercise reasonable care in the distribution, operation, inspection, trimming, and/or maintenance of Beartooth's powerlines, easements, and rights-of-way in and around Clark, in general, and in particular, at 197 Louis Lamour Lane.

31. Beartooth and Asplundh's negligent operation, inspection, maintenance, and trimming of Beartooth's powerlines, easements, and rights-of-way near 197 Louis Lamour Lane, caused the tree growing within or near Beartooth's easement and right-of-way to contact its energized conductor, providing the ignition source for the Clark Fire, which spread to property owned, possessed, and/or occupied by Jerry and Cindy.



32. Beartooth and Asplundh knew, or should reasonably have known, that fires may ignite as a result of negligently inspected, maintained, or trimmed trees and branches adjacent to conductors and energized powerlines.

33. As a direct, legal, and proximate result of the negligence of Beartooth and Asplundh, Jerry and other beneficiaries of Cindy's Estate suffered and will continue to suffer injuries, including economic and non-economic damages in an amount to be determined by a jury.

34. As a further direct, legal, and proximate result of the negligence of Beartooth and Asplundh, Cindy was fatally injured, leaving Jerry, as well as other beneficiaries to her Estate, all of whom have suffered and will continue to suffer grief, sorrow, and emotional distress. Jerry also lost and will continue to lose the love, care, comfort, companionship, society, advice, and assistance that Cindy provided him throughout her life. The beneficiaries of Cindy's Estate have, therefore, been harmed prior to the filing of this action, and will continue to be harmed in the future in an amount to be determined by a jury.

**COUNT TWO:  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS  
(BEARTOOTH / ASPLUNDH)  
(JERRY RUTH)**

35. Plaintiff hereby incorporates Paragraphs 1 – 34.

36. Beartooth and Asplundh's breach of their statutory and common law duties caused Jerry to suffer emotional distress as a result of being required to confirm Cindy's identity on or near the scene in which her body was discovered.

37. Beartooth and Asplundh's breach of both their statutory and common law duties caused Jerry to suffer great emotional distress. The shock caused by his perception of this horrendous event is the direct, legal, and proximate result of damages Jerry suffered, including

grief, sorrow, emotional distress, both past and future, as he will be without Cindy's love, care, comfort, companionship, society, advice and assistance. He has suffered both past and future damages in an amount to be determined by a jury.

**COUNT THREE:  
NUISANCE  
(BEARTOOTH / ASPLUNDH)**

38. Plaintiff hereby incorporates Paragraphs 1 – 37.

39. Beartooth and Asplundh's operations created a hazardous condition which interfered with the rights of residents living near Beartooth's powerlines, easements, and rights-of-way in the vicinity of 197 Louis Lamour Lane, on November 15, 2021.

40. Beartooth and Asplundh created the condition causing the nuisance.

41. The powerline, right-of-way, and easement were, at the time of the ignition of the Clark Fire, under the exclusive control and management of Beartooth and Asplundh or both.

42. As a direct, proximate, and legal cause of the nuisance created by the activities or inactivity of Beartooth and Asplundh, Jerry and other beneficiaries of Cindy's Estate suffered and continue to suffer injuries, including economic and non-economic damages in an amount to be determined by a jury.

43. As a further direct, legal, and proximate result of the nuisance created by the activities or inactivity of Beartooth and Asplundh, Cindy was fatally injured, leaving Jerry, as well as other beneficiaries to her Estate, all of whom have suffered and will continue to suffer grief, sorrow, and emotional distress. Jerry also lost and will continue to lose the love, care, comfort, companionship, society, advice, and assistance that Cindy provided him throughout her life. The beneficiaries of Cindy's Estate have, therefore, been harmed prior to the filing of this action, and will continue to be harmed in the future in an amount to be determined by a jury.

**COUNT FOUR:  
NEGLIGENT HIRING AND SUPERVISION  
(BEARTOOTH)**

44. Plaintiff hereby incorporates Paragraphs 1 – 43.

45. The distribution of electricity through powerlines is an abnormally dangerous and ultrahazardous activity.

46. Beartooth therefore had the duty to carefully review Asplundh's qualifications to conduct the work in the manner prescribed by the Contract.

47. In addition, Beartooth had the non-delegable duty to carefully inspect the work of Asplundh to ensure that it met the standards of the industry, including those required under applicable law.

48. Beartooth was negligent in supervising and inspecting Asplundh's work, particularly, its trimming of Beartooth's right-of-way near 197 Louis Lamour Lane.

49. Beartooth knew, or should have known, that the failure of Asplundh to carry out its duties and obligations as prescribed by the Contract and applicable law would create a dangerous and ultrahazardous condition, as established by the ignition of the Clark Fire.

50. As a direct, legal, and proximate result of the negligent hiring and supervision of Asplundh by Beartooth, Jerry and other beneficiaries of Cindy's Estate suffered and will continue to suffer injuries, including economic and non-economic damages in an amount to be determined by a jury.

51. As a further direct, legal, and proximate result of the negligent hiring and supervision of Asplundh by Beartooth, Cindy was fatally injured, leaving Jerry, as well as other beneficiaries to her Estate, all of whom have suffered and will continue to suffer grief, sorrow, and emotional distress. Jerry also lost and will continue to lose the love, care, comfort,

companionship, society, advice, and assistance that Cindy provided him throughout her life. The beneficiaries of Cindy's Estate have, therefore, been harmed prior to the filing of this action, and will continue to be harmed in the future in an amount to be determined by a jury.

**WHEREFORE**, Plaintiff prays for judgment against the Defendants:

1. For all past and future general and special damages allowed in a wrongful death action under Wyoming law, together with prejudgment interest to the extent allowed by law, in amounts to be determined;
2. For all past and future general and special damages allowed in wrongful death actions on behalf of Cindy's husband, Jerry, and all beneficiaries to her Estate, together with prejudgment interest to the extent allowed by the law, in amounts to be determined;
3. For his costs of this lawsuit, including attorneys' fees;
4. For an award of prejudgment and post-judgment interest as allowed under Wyoming law; and
5. For such other and further relief as may be just and equitable under the circumstances.

**DATED** and SIGNED this 7th day of November, 2022.

**BARKER LAW FIRM, LLC**

By: /s/Kenneth E. Barker  
Kenneth E. Barker (Wyo. Bar No. 6-3040)  
10956 SD Highway 34  
P.O. Box 100  
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**SANDEFER & WOOLSEY, TRIAL  
LAWYERS, LLC**

Ian K. Sandefer (WY Bar No. 6-4334)

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Tel: (307) 232-1977

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**THE ROBERT PAHLKE LAW GROUP**

Robert G. Pahlke (NSBA No. 13201)

To be Admitted Pro Hac Vice

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Scottsbluff, NE 69361

Telephone: (308) 633-4444

[rgp@pahlkelawgroup.com](mailto:rgp@pahlkelawgroup.com)

Attorneys for Plaintiff

**Demand for Jury Trial**

Plaintiff hereby demands a trial by a jury of six (6) persons of all issues so triable.

**DATED** and SIGNED this 7th day of November, 2022.

**BARKER LAW FIRM, LLC**

By: /s/Kenneth E. Barker  
Kenneth E. Barker (Wyo. Bar No. 6-3040)  
10956 SD Highway 34  
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Telephone: (308) 633-4444  
[rgp@pahlkelawgroup.com](mailto:rgp@pahlkelawgroup.com)

Attorneys for Plaintiff

AO 440 (Rev. 06/12) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No.

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



AO 440 (Rev. 06/12) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No.

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

**CLERK OF COURT**

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

JS 44 (Rev. 10/20)

### 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**

WILLIAM JEROME RUTH, individually, and as Wrongful Death Representative of the ESTATE OF CYNTHIA

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

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Kenneth E. Barker, Barker Law Firm, LLC  
PO Box 100, Belle Fourche, SD 57717  
(605) 723-8000

**DEFENDANTS**

BEARTOOTH ELECTRIC COOPERATIVE, INC., a Montana Corporation, and ASPLUNDH TREE EXPERT, LLC, a

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

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

Attorneys (If Known)  
Henry F. Bailey, Bailey Stock Harmon Cottam Lopez LLP  
6234 Yellowstone Road, Cheyenne, WY 82009  
(307) 638-7745

**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)**

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Injury <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**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 (specify)
- 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):  
28 U.S.C. § 1332

Brief description of cause:  
Cynthia Ruth received fatal injuries from 11/16/21 Clark Fire

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** \_\_\_\_\_ **JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 11-7-22 SIGNATURE OF ATTORNEY OF RECORD Kenneth E. Barker

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_