

1 Stephen T. Davies [SBN 196060]
TURNER LITIGATION SERVICES
2 2315 William St.
Eureka, California 95501
3 Tel. (707) 496-9666

FILED
NOV 01 2001
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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6 IN THE HUMBOLDT COUNTY SUPERIOR COURT,
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8 IN AND FOR THE STATE OF CALIFORNIA

9
10 ROBERT BUSCH, an individual, JANET
BUSCH, an individual,

11 Plaintiffs,

12 vs.

13
14 CHARLES E. HURWITZ, an individual,
ROGER RODONI, an individual, JOHANNA
RODONI, an individual, THE PACIFIC
15 LUMBER COMPANY, a Delaware
Corporation, SCOTIA PACIFIC HOLDING
16 COMPANY, a Delaware Limited Liability
Company, LANE RUSS, an individual, and
17 DOES 1 TO 50,

18 Defendants.

Case No.: _____

19
20 **COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF BASED ON:**

- 1 **Trespass;**
- 2 **Interference with the Natural Flow
of Surface Waters;**
- 3 **Wrongful Appropriation of
Riparian Waters;**
- 4 **Negligence;**
- 5 **Negligent Infliction of Emotional
Distress;**
- 6 **Intentional Infliction of Emotional
Distress;**
- 7 **Unfair Business Practices;**
- 8 **Nuisance; and,**
- 9 **Declaratory/Injunctive Relief**

21 **I. INTRODUCTION**

22 1. This action arises from the Defendants ongoing, deliberate, and chronic trespass upon
23 Plaintiffs' property, including the channel, streambed, and banks of the Upper North Fork of the
24 Mattole River at or near the confluence of Oil and Rattlesnake Creek and portions of Oil Creek
25 above the confluence with Rattlesnake Creek. The Defendants' intentional and/or reckless
26 conduct, including but not limited to the continual deposit of cattle manure on Plaintiff's
27 property, substantially interferes with Plaintiffs' ability to use or enjoy their property, including
28 gardens Plaintiffs use to sustain themselves. Defendants have consciously and/or with

1 reckless disregard, polluted the Upper North Fork of the Mattole River, rendering its waters
2 unfit for human consumption and other recreational uses.

3 2. The complaint alleges that the Defendants are jointly and severally liable to Plaintiffs for
4 grazing cattle on Plaintiffs' property, and, for damages to Plaintiffs caused by the grazing of
5 cattle on Plaintiff's property. Plaintiffs contend that the Defendants had common motives in
6 consciously or recklessly grazing cattle on Plaintiffs' property and that these motives constitute
7 unfair business practices. Defendants' unfair business practices are alleged to include, but not
8 be limited to, illegal and wrongful attempts to harvest timber on Plaintiffs' property in the North
9 Fork of the Mattole, force Plaintiffs to sell their property to Defendants, harass plaintiffs, and
10 wrongfully acquire prescriptive rights to Plaintiffs' property.

11 3. Plaintiffs contend that the trespass committed by the Defendants is outrageous, shocking,
12 morally reprehensible, and performed with malice in conscious or reckless disregard of
13 Plaintiffs rights; that the damage to Plaintiffs' home and gardens is insufferable and
14 irreparable; that the large amounts of cattle manure deposited on Plaintiffs property is
15 unsightly, a health hazard, offensive, that the Defendants consciously and/or recklessly cause
16 cows to enter Plaintiffs' property and to proximately cause extensive damage to Plaintiffs, their
17 property, and/or the obliteration of Plaintiffs' crops.

18 4. In addition to the damages sustained by Plaintiffs' and which Plaintiffs' continue to suffer
19 from the continuing nuisance of trespassing cattle, declaratory and other injunctive relief is
20 sought, including but not limited to the declaration of Plaintiff's rights to shoot cattle continuing
21 to trespass on Plaintiff's property, declaration of Defendants' rights, if any, to engage in
22 unmanaged commercial grazing activities on lands zoned for timber harvest production under
23 the Z'berg Njedley Forest Practices Act, prohibitory restraining orders preventing Defendants
24 from engaging in further trespass, and mandatory injunctive orders concerning the clean up
25 and abatement of damages to Plaintiff's property.

1 II. VENUE, PARTIES, & JURISDICTION

2 5. PLAINTIFFS have suffered in excess of twenty-five thousand dollars (\$25,000) in damages
3 to their persons and property, including irreparable damage to unique real property.

4 6. Plaintiffs ROBERT BUSCH and JANET BUSCH are a married couple residing in the State
5 of California, County of Humboldt, in a remote rural area on the headwaters of the Mattole
6 River near Honeydew and Petrolia, California.

7 7. Defendant THE PACIFIC LUMBER COMPANY is a wholly owned subsidiary of Maxxam
8 Group, Inc., an alleged alter-ego shell company of Defendant CHARLES E. HURWITZ.,
9 incorporated in the State of Delaware. PACIFIC LUMBER does virtually all of its business in
10 Humboldt County. PACIFIC LUMBER owns real property adjacent to, upstream, downstream,
11 and neighboring Plaintiffs' property.

12 8. Defendant SCOTIA PACIFIC COMPANY, LLC is a special purpose Delaware corporation,
13 Defendant HURWITZ caused to be created in or about 1998, as a wholly owned subsidiary of
14 PACIFIC LUMBER. During times material hereto, Defendant SCOTIA PACIFIC COMPANY,
15 LLC and/or it's predecessor, Scotia Pacific Holding Company, held title to approximately
16 189,000 acres of timber within Humboldt County.

17 9. Defendant CHARLES E. HURWITZ is a resident of the State of Texas and the Chairman of
18 the Board and Chief Executive Officer of Maxxam Group Inc. Defendant PACIFIC LUMBER is
19 an indirect wholly owned subsidiary of Maxxam Group Inc.. Maxxam Group Inc. is an indirect
20 wholly owned subsidiary of Maxxam, Inc.. Defendant HURWITZ, and members of his
21 immediate family, collectively own approximately 68.8% of the aggregate voting power of
22 Maxxam.

23 10. Defendants THE PACIFIC LUMBER COMPANY, SCOTIA PACIFIC COMPANY, LLC, and
24 CHARLES E. HURWITZ are hereinafter referred to as the "CORPORATE DEFENDANTS."

25 11. Defendants ROGER RODONI and JOHANNA RODONI (hereinafter "RODONI
26 Defendants") are a married couple residing in the State of California, County of Humboldt. The
27 RODONI Defendants lease lands owned by Defendant PACIFIC LUMBER COMPANY and/or
28

1 Defendant SCOTIA PACIFIC HOLDING COMPANY, LLC. neighboring and/or adjacent to
2 Plaintiff's property.

3 12. Defendant LANE RUSS leases and/or owns lands in Humboldt County neighboring or
4 adjacent to Plaintiffs' property. Defendant LANE RUSS owns, manages, permits, or is
5 otherwise involved with grazing cattle on lands regulated by the Forest Practices Act.

6 13. Plaintiffs are ignorant of the true names or capacities, whether individual, corporate or
7 otherwise, of the Defendants sued hereunder the fictitious names DOES 1 through 50,
8 inclusive. Plaintiffs will ask leave of the Court to amend the complaint to show the true names
9 of each such Defendant when their identities have been ascertained. Plaintiffs are informed,
10 believe and thereon allege, that each of the DOE Defendants is responsible in some manner
11 for the events, occurrences and injuries alleged in this complaint, and that each of said
12 Defendants was an agent of each of the other said Defendants.

13 14. Each of the Defendants was the agent, joint venturer, and employee of each of the
14 remaining Defendants, and in doing the things hereinafter alleged, each was acting within the
15 course and scope of said agency, employment and joint venture with the advance knowledge,
16 acquiescence or subsequent ratification of each and every remaining defendant.

17 15. Plaintiffs are informed, believe and thereon allege that, at all times mentioned herein,
18 each and every Defendant conspired with each of the remaining Defendants in that they had
19 common knowledge of and agreed to a plan to graze cattle in a manner injurious to the
20 Plaintiffs' persons and properties, and were aware of the wrongful acts herein alleged
21 committed pursuant to such agreement; and said acts caused the Plaintiffs' injuries as herein
22 alleged.

23 16. Plaintiffs are informed, believe and thereon allege that, at all times mentioned herein,
24 Defendants THE PACIFIC LUMBER COMPANY and SCOTIA PACIFIC COMPANY, LLC, in
25 addition to Maxxam Group, Inc. and Maxxam, Inc., are alter-ego's of Defendant CHARLES E.
26 HURWITZ. Defendant CHARLES E. HURWITZ impermissibly micromanages the business
27 operations of Defendants THE PACIFIC LUMBER COMPANY and SCOTIA PACIFIC
28 COMPANY, LLC.

1 17. Jurisdiction and Venue are proper in the Humboldt County Superior Court because all
2 parties reside or own property in Humboldt County, the acts complained of occurred in
3 Humboldt County, the real property that is the subject of this lawsuit is located in Humboldt
4 County, this court has jurisdiction to enforce the injunctive relief prayed for in this County, and,
5 the amount in controversy exceeds the jurisdictional minimum of this court.

6 III. COMMON ALLEGATIONS
7

8 18. Plaintiffs' property that is the subject of this dispute is located in Humboldt County,
9 California (hereinafter, the "BUSCH PROPERTY"). The North Fork of the Mattole river runs
10 approximately through Plaintiffs' property from north to south. At the North end of the BUSCH
11 PROPERTY, the upper North Fork of the Mattole River splits and becomes Oil Creek and
12 Rattlesnake Creek. Oil Creek continues up through plaintiff's property towards Rainbow
13 Ridge. Rattlesnake Creek continues up through the CORPORATE DEFENDANT'S property
14 towards Rainbow Ridge. The North Fork of the Mattole River terminates at the North end of
15 the BUSCH PROPERTY at the confluence of Oil and Rattlesnake Creeks.

16 19. Plaintiffs' legal property description is attached hereto as Exhibit A. The legal property
17 description of Plaintiffs' property described in Exhibit A is incorporated hereto in this complaint.

18 20. Defendant THE PACIFIC LUMBER COMPANY owns the real property adjoining the
19 BUSCH PROPERTY.

20 21. In approximately 1985, Plaintiffs sought to purchase property in a remote rural location
21 where they could farm, support themselves and their family, and otherwise live off the land.
22 Plaintiff Robert Busch, and to a lesser degree, Plaintiff Janet Busch, both have a similar
23 medical condition, or disease, preventing or limiting their ability to engage themselves in more
24 traditional occupations. Plaintiffs sought to find a suitable location in the country where they
25 could live peacefully off the land.

26 22. After an extensive search, Plaintiffs eventually purchased a property (hereinafter the
27 "BUSCH PROPERTY") in Southern Humboldt. Plaintiff's chose the BUSCH PROPERTY
28

1 because it had year round access to the clear running waters of Oil and Rattlesnake Creeks,
2 and the Upper North Fork of the Mattole River.

3 23. Plaintiffs do not belong to a Buddhist or Hindu religion, but they have deep felt personal
4 beliefs similar in outlook towards religious ideologies having pacifist or non-violent tendencies.
5 Plaintiffs believe that they have a duty to live in harmony with the land, not to exploit the lands
6 resources, and to take from the land only what Plaintiffs require to sustain themselves.
7 Plaintiffs do not believe their role on Earth contemplates the confinement, captivity, or
8 ownership of other living creatures. A significant reason why Plaintiffs determined to move to a
9 remote area in the country was to be able to live in harmony with wild animals. Plaintiffs derive
10 tremendous personal satisfaction from their daily interactions with wild animals on their
11 property, including black bears and raccoons. Plaintiffs also highly value wilderness in its
12 natural state, untrammelled by exploitative human interests.

13 24. At the time that Plaintiffs determined that the BUSCH PROPERTY would serve their
14 purposes of providing an environment where Plaintiffs could peaceably dwell with their beliefs,
15 Defendant THE PACIFIC LUMBER COMPANY was owned and operated by the Murphy
16 family. Under the Murphy family management, the Pacific Lumber Company engaged in
17 sound land management practices (based on the state of art at that time) and had a reputation
18 for being a good neighbor.

19 25. Shortly after Plaintiffs purchased their property, Defendant Charles E. Hurwitz leveraged a
20 hostile take-over of THE PACIFIC LUMBER COMPANY. To finance this takeover, and to
21 support Defendant HURWITZ's interest in supporting the nation of Israel and/or some of it's
22 citizens, Defendant Hurwitz dramatically increased the rate of production of timber beyond
23 previous levels.

24 26. Defendant HURWITZ began to micromanage THE PACIFIC LUMBER COMPANY,
25 placing himself and other persons previously under his control or employ, in managerial
26 positions at THE PACIFIC LUMBER COMPANY. Defendant HURWITZ not only manages the
27 corporate officers and directors of THE PACIFIC LUMBER COMPANY, but, he also makes
28

1 determinations concerning managerial and non-managerial *employees* of THE PACIFIC
2 LUMBER COMPANY. Defendant HURWITZ has little or no experience harvesting timber.

3 27. At the time that Defendant HURWITZ increased the rate of timber harvesting, there were
4 not sufficient employees at the PACIFIC LUMBER COMPANY to reasonably handle the
5 increased rate of production and eccentric production schedules mandated HURWITZ's
6 economic demands on the company. There were also not enough personnel at the California
7 Department of Forestry and Fire Protection to handle the increased amount of work being
8 generated at a higher rate by a smaller number of employees at THE PACIFIC LUMBER
9 COMPANY.

10 28. Defendant HURWITZ made a calculated decision to nevertheless increase the rate of
11 production of timber in part because he determined he could get away with effectively over-
12 harvesting timber for a sufficient period of years to re-pay the debts he incurred by borrowing
13 money to take control of THE PACIFIC LUMBER COMPANY.

14 29. As a result of economic pressures placed upon THE DEFENDANT PACIFIC LUMBER
15 COMPANY as a result of Defendants' HURWITZ takeover and micromanagement, THE
16 PACIFIC LUMBER COMPANY has undergone drastic changes in the operations and
17 management of the company. Employees who protested increased rates of production were
18 discouraged or terminated. Employees and non-employee management who effectively
19 circumvented laws and regulations were promoted or encouraged. At the time Plaintiffs
20 purchased their property, these changes were slightly felt, but, the changes have had a rippling
21 effect through the years, increasing in magnitude and effect upon THE PACIFIC LUMBER
22 COMPANY's attitude towards it's neighbors.

23 30. The change of THE PACIFIC LUMBER COMPANY's policies towards the environment
24 has been noted by State Government personnel. California Department of Forestry and Fire
25 Protection personnel, for example, have noted illegal or unfair patterns of conduct of THE
26 PACIFIC LUMBER COMPANY, including but not limited to:

- 27 (a) obtaining permission to harvest through lies and deceitful information which, had CDF
28 personnel known about, would not have granted permission to harvest timber;

- 1 (b) repeatedly harvesting more timber than permitted under regulations of Timber Harvest
- 2 Plans (THPs);
- 3 (c) refusing to correct problems causing environmental damage when problems have been
- 4 pointed out to the Defendants;
- 5 (d) interfering with CDF personnel in the performance of their duties, including but not
- 6 limited to misdirecting CDF personnel to other locations and refusing to co-operate with
- 7 inspections;
- 8 (e) and promoting their activities by hiring media publicists rather than scientists.

9 31. Now, sixteen years since the hostile take-over of THE PACIFIC LUMBER COMPANY, it is
10 common knowledge of those in the industry that THE PACIFIC LUMBER COMPANY's
11 compliance with regulations takes a secondary position to Defendant HURWITZ's personal
12 economic motives.

13 32. In furtherance of the Defendants' efforts to extract as much timber as possible through the
14 circumvention of laws, Defendants' determined to permit Defendant RODGER RODONI to
15 lease timber property from THE PACIFIC LUMBER COMPANY.

16 33. Defendant RODGER RODONI is a Humboldt County Supervisor for the second district.
17 The CORPORATE DEFENDANTS lease their property neighboring and adjoining Plaintiffs'
18 property to Defendant RODGER RODONI.

19 34. The CORPORATE DEFENDANTS lease their property in the "Rainbow Ridge" area to the
20 RODONI DEFENDANTS with knowledge that the RODONI DEFENDANTS use of the leased
21 property is inconsistent with the CORPORATE DEFENDANTS legal duties under the Forest
22 Practices Act.

23 35. The property leased to the RODONI DEFENDANTS is zoned for Timber Harvest
24 Production and is regulated by the Forest Practices Act. The Forest Practices Act is designed
25 to balance a commercial interest in *extracting timber* with the public trust interest in maintaining
26 the long term viability and aesthetic value of a healthy forest system.

27 36. The CORPORATE DEFENDANTS are not engaged in the business of livestock
28 management on their property. Their property is subject to and regulated by the zoning

1 provisions of the Forest Practices Act which does not expressly permit or authorize commercial
2 livestock activities that are unrelated to forest management on such lands.

3 37. The land leased to the RODONI DEFENDANTS comprises many acres of timberland and
4 buffer-zone surrounding the "Rainbow Ridge" area of Humboldt County where THE PACIFIC
5 LUMBER COMPANY is engaged in active timber harvest operations.

6 38. Commercial cattle ranching is inconsistent with the Forest Practices Act in the Defendants
7 manner of livestock ranching causes more environmental damage than it does to promote the
8 long term sustainability of timberlands.

9 39. During summer months, cattle enter into watercourse channels where it is cooler. Cattle
10 aggregate for many days in the most environmentally sensitive areas, defecating and polluting
11 the waters. Cattle trample soils softened by nearby watercourses, causing depressions or
12 ponding in their footprints. As cows aggregate in and near watercourses, the numerous
13 depressions of their footprints block, slow down, and spread the flow of waters. Waters seep
14 into the footprints, further softening soils, such that what was once a well-defined watercourse
15 with clear water becomes a wide expanse of mud pockmarked by tiny pools of stagnant and
16 polluted waters.

17 40. One of the most important factors in the California Department of Fire Protection's
18 determination of whether or not to grant permission to harvest timber on a plan area is
19 determined by evaluating the adverse cumulative impacts. The adverse cumulative impacts
20 determination is based, in part, upon a consideration of the conditions of watercourses,
21 including but not limited to the presence or absence of fish, amphibians, silt, rate of flow, and
22 canopy coverage.

23 41. The CORPORATE DEFENDANTS permit the RODONI DEFENDANTS to allow their
24 cattle to enter into watercourses -- including the water channels of Oil Creek and the Upper
25 North Fork of the Mattole River located on Plaintiffs' property -- for the purpose of interfering
26 with the accurate assessment of cumulative impacts from further upstream timber harvesting
27 activities. Defendants hope to achieve, by the degradation of lower reaches of the
28 watercourses, permission to harvest more timber from areas next to the upper reaches of the

1 watercourses, closer to the watercourses, and/or with a smaller buffer zone, based on findings
2 that the watercourses are already impacted by unregulated livestock activities such that further
3 timber harvesting activities would not cause significant new impacts from regulated harvesting
4 activities.

5 42. In permitting cattle the free range access of lands zoned for timber harvesting, defendants
6 hope to prevent the long term sustainability of such lands as viable timberlands, so as to be
7 able to sell or utilize such properties at some time in the future for non-timber production uses,
8 including but not limited to obtaining the re-zoning of lands the CORPORATE DEFENDANTS
9 are supposed to be maintaining forests on.

10 43. The RODONI DEFENDANTS do not take an active role in the management of livestock
11 on Defendants' property. They do not personally take part in the delivery or removal of
12 livestock from the Defendants property. While the RODONI DEFENDANTS do maintain a
13 house on Defendants' property, the house does not have electricity. It is a second home,
14 summer home, weekend home, or guesthouse. The primary residence of the RODONI
15 DEFENDANTS is located many miles, and many more minutes, further away. In fact,
16 RODGER RODONI rarely inspects the property. JOHANNA RODONI lives on the property for
17 periods of time separated by long or frequent absences.

18 44. At any given time, JOHANNA RODONI is unaware of the location of the RODONI
19 DEFENDANTS' livestock. JOHANNA RODONI requires assistance in rounding up cattle, and,
20 cannot, by herself, manage or control the livestock.

21 45. The RODONI DEFENDANTS' cattle are effectively unmanaged, unsupervised, and
22 permitted, for most of the year – including summer months – to travel wherever they wish to
23 go, irrespective of legal property boundaries.

24 46. The CORPORATE DEFENDANTS know that the RODONI DEFENDANT cattle are
25 unmanaged and that those cattle enter Oil Creek, Rattlesnake Creek, and the Upper North
26 Fork of the Mattole at locations on the BUSCH PROPERTY.

27 47. The CORPORATE DEFENDANTS knowingly permit the RODONI DEFENDANT cattle to
28 trespass upon the streambeds of the Oil Creek and upper North Fork of the Mattole River, and

1 to enter the watercourse of Rattlesnake Creek, for the purpose of hiding, concealing, or
2 minimizing adverse cumulative impacts to these watercourses caused by logging activities on
3 Rainbow Ridge and other upstream areas.

4 48. On several occasions Plaintiffs sent letters to THE PACIFIC LUMBER COMPANY and to
5 the RODONI DEFENDANTS requesting that they prevent cattle from entering Plaintiffs'
6 property from Defendants' property. THE PACIFIC LUMBER COMPANY and RODONI
7 DEFENDANTS denied that their cattle were trespassing on Plaintiffs' property, stated that the
8 trespassing cattle belonged to nearby ranchers Defendant RUSS, Chambers, and other
9 landowners in the area conducting livestock operations.

10 49. Each time Plaintiffs complained of trespassing cattle to Defendants, the Defendants
11 represented that they would take reasonable efforts to protect the BUSCH PROPERTY from
12 trespass. In connection with Plaintiff's prior complaints, Defendants informed third persons,
13 including State Government investigators, that Defendants had taken reasonable precautions
14 to prevent further trespass. In fact, Defendants did not take reasonable efforts to prevent
15 further trespass. Defendants made these false representations, and continue to make these
16 false representations, for the purpose of misleading Plaintiffs and Government Officials into
17 believing that the Defendant's trespass is not continuing, so that Defendants may then unfairly
18 and illegally continue their trespass.

19 50. Defendants hope to deceive Plaintiffs so that Plaintiffs will suffer further damages and be
20 forced off their property. In this manner, Defendants hope to acquire or purchase the BUSCH
21 PROPERTY to gain access to un-harvested standing timber which Defendants cannot
22 presently reach without significant expense or inconvenience. Defendants also hope to profit
23 from the development of this area for commercial uses unrelated to the maintenance of forests
24 under the Forest Practices Act.

25 51. Plaintiffs are forced to remain on their property at all times. When Plaintiffs leave their
26 property, cattle remain close to Plaintiffs' house, destroy structures, trample equipment, and
27 destroy personal property. Plaintiffs suffered extensive damage to their gardens in 1998 when
28 Plaintiff JANET BUSCH was undergoing medical treatment at Stanford University, Palo Alto,

1 CA for three months. At that time, cattle destroyed gardens, shattered PVC water pipers,
2 trampled agricultural equipment, and consumed or wasted all of Plaintiffs' produce, including
3 fruit trees.

4 52. Plaintiffs rely upon the produce from their garden for sustaining themselves on their
5 property. Their gardens are their primary source of produce throughout the entire year.
6 Plaintiffs spend a considerable amount of time gardening and cultivating vegetable foodstuff.
7 Plaintiffs attach an emotional value to their produce from the satisfaction of growing the food
8 they eat. Plaintiffs attach an emotional and aesthetic value to their organic produce, which
9 they consider more nutritious and aesthetically pleasing than store bought non-organic
10 produce.

11 53. The overwhelming and catastrophic destruction of Plaintiffs' gardens and orchards causes
12 Plaintiffs to suffer extreme humiliation, embarrassment, and distress. Plaintiffs' seven-year-old
13 houseguest helped to plant many of the trees in the orchard. She is a frequent guest at the
14 BUSH PROPERTY. She was emotionally upset when she returned to the BUSH PROPERTY
15 to discover that that many of the trees she planted were destroyed. Observing this pain and
16 suffering occur to this young person, and other frequent houseguests and/or relatives, whom
17 Plaintiffs have a close and personal relationship contributes to the anger, grief, and humiliation
18 suffered by Plaintiffs.

19 54. After Plaintiffs returned from surgery, therapy, and other medical treatment in or about
20 1998, Plaintiffs informed Defendants of their medical condition preventing Plaintiffs' from being
21 able to chase trespassing cattle from their property. Plaintiffs reasonably believed if the
22 Defendants were aware of the heartbreak, loss, physical injuries, and economic injuries they
23 sustained when cattle destroyed their gardens during Plaintiffs' absence, Defendants would
24 realize the seriousness of the trespass, and, like good neighbors, take whatever steps were
25 necessary to ensure that it never happened again.

26 55. Plaintiffs are not physically capable of chasing the cattle from their property. Plaintiffs
27 have chased cattle from their property, but, when herds gather in brush nearer to their garden,
28

1 the amount of effort required to herd the cattle a considerable distance off of their property
2 causes Plaintiffs to become debilitated.

3 56. Plaintiffs have hired persons to chase cattle off their property, but, when cattle are nearer
4 to their gardens, or at night, it has not always been possible to hire persons to continually
5 chase the cattle a safer distance away.

6 57. The CORPORATE DEFENDANTS and RODONI DEFENDANTS denied that their cattle,
7 or cattle under their control, had trespassed on Plaintiffs properties and/or destroyed Plaintiffs'
8 gardens. However, defendants represented that they would take reasonable precautions to
9 prevent further trespass to Plaintiffs and their properties. These representations were
10 however, false and fraudulent in that defendants had no intent to change their livestock
11 management practices, and in fact, intended to cause further injury to Plaintiffs.

12 58. The CORPORATE DEFENDANTS' employees, managers, and/or agents informed
13 Plaintiffs that they would or will make an effort to prevent the entry of cattle onto Plaintiffs'
14 property, but, rather than making an effort, Defendants merely forwarded correspondence to
15 Defendant RODGER RODONI without providing RODGER RODONI with instructions for
16 preventing cattle from entering Plaintiffs' property.

17 59. In reliance upon Defendants representations that they would prevent further trespass,
18 Plaintiffs left their property in 1999. During this time, Defendants' livestock entered Plaintiffs'
19 property, traveled to their gardens, and ate, trampled, wasted, or otherwise destroyed all of
20 Plaintiffs' gardens and produce. The cattle caused extensive physical property damage,
21 destroying water lines, tomato cages, pots, and other equipment. They broke down heavy
22 gage deer fencing, smashed through the door of his greenhouse, and trampled equipment
23 therein. The cattle defecated wherever they went, inside the greenhouse, on plant beds, and
24 around the immediate vicinity of Plaintiffs' home.

25 60. Following one occasion when extensive damage occurred to Plaintiffs' gardens and
26 personal property, Plaintiffs met with defendants on several occasions to see if there was
27 something that could be done to prevent further trespass to their property. During one of these
28 occasions, when Humboldt County Livestock Control personnel met with Defendant JOHANNA

1 RODONI and Plaintiff ROBERT BUSCH on the BUSCH PROPERTY, Plaintiff ROBERT
2 BUSCH stated that the only way to prevent the entry of cattle on his property would be if the
3 Defendants either ceased livestock operations on their property, erected a fence on
4 Defendants' property along the entire property line, or maintained their livestock within an
5 enclosure entirely on Defendants' property. Defendants stated that fencing might be an
6 adequate solution, but no promise or agreement was reached to construct a fence.

7 61. Cattle cross Oil Creek, Rattlesnake Creek, and the Upper North Fork of the Mattole River
8 during the summer months when the water level is low. Some cattle are and/or have been
9 stuck on the BUSCH property for the entire winter when early rains raise the water level before
10 Defendants have decided that it is convenient for Defendants to remove cattle from Plaintiffs'
11 property.

12 62. The threat the ongoing presence of cattle on Plaintiffs' property poses to Plaintiffs' ability
13 to live on their property, to enjoy, and use their property contributes to their emotional distress.

14 63. Plaintiffs continue to encountered cattle on their property. Cattle continue to defecate
15 and otherwise obstruct Plaintiffs' use of their property. Apart from the aesthetic unsightliness,
16 the presence of cow manure in the North Fork of the Mattole River has rendered such waters
17 unfit for human consumption and other recreational uses.

18 64. Plaintiffs were forced to run a water line from a spring on their property on the other side
19 of the Upper North Fork of the Mattole River from their home. Trespassing cattle smashed the
20 replacement water line on several occasions, requiring Plaintiffs to incur the additional
21 expense of burying their water line over a considerable distance of hard, stony, ground.

22 65. In the summer of 2001, Plaintiffs discovered a fence which Defendant JOHANNA
23 RODONI constructed partially on the BUSCH PROPERTY spanning the North Fork of the
24 Mattole River at or near the confluence of Oil Creek and Rattlesnake Creek. Spools of
25 discarded wire, tape, broken fencing materials, and unused posts had been left on the BUSCH
26 PROPERTY. This electric fence consists of two strands carrying a low voltage current
27 insufficiently hung on plastic stakes which will likely wash away further into Plaintiffs' property
28 during the rainy season.

1 66. The fence can easily be circumnavigated. Where the fence has been installed on
2 Plaintiffs' property, it blocks Plaintiffs' access to the path used by Plaintiffs to access the Oil
3 Creek portions of their property. Plaintiffs were not consulted about the construction of the
4 fence, did not give permission for the fence to be erected on their property, and fear the fence
5 could pose a danger to persons walking on Plaintiffs' property. The fence is similar to a an
6 electric fence the Defendants previously installed without Plaintiff's permission which washed
7 away and became an impediment to fish, including spawning salmon in the Upper North Fork
8 of the Mattole.

9 67. The fence does not prevent cattle from entering the BUSCH PROPERTY; cattle continue
10 to enter the BUSCH PROPERTY. One trail currently being used by cattle to enter Plaintiff's
11 property leads straight through the fence erected by the RODONI DEFENDANTS.

12 68. It is likely, if not certain, that the electric fence installed by Defendants during the summer
13 of 2001 will also wash away and become an impediment to salmon and other aquatic species
14 habitat.

15 69. Plaintiffs have repeatedly attempted to prevent the Defendants from trespassing on their
16 property. Yet, Defendants have acted with conscious disregard of Plaintiffs' rights. When
17 Plaintiffs' complain, Defendants frequently enter the BUSH PROPERTY without notice,
18 authorization, or consent from Plaintiffs. Defendants have on occasion, entered the Plaintiffs'
19 home, when Plaintiffs were not present, ostensibly to respond to Plaintiff ROBERT BUSCH's
20 written communications.

21 70. Plaintiffs are physically sickened by the complete absence of due care for Plaintiffs' rights
22 demonstrated by Defendants. Defendants are disrespectful of Plaintiffs' property rights and
23 enter Plaintiffs' property on whim, without knowledge, consent, or authorization. Defendants
24 have personally entered Plaintiffs' property on numerous occasions without permission,
25 including inside Plaintiffs' home when they are away.

26 71. Defendants invite other persons onto Plaintiffs' property and otherwise do not respect
27 Plaintiffs' rights in the absolute ownership, control, and possession of Plaintiffs' property.
28

1 72. Plaintiffs have suffered a tremendous amount of emotional distress at the loss of their
2 food supply, and, the constant, continuous callous disregard Defendants show towards
3 Plaintiffs. Plaintiffs live under continual fear that further catastrophic invasions will occur.
4 Plaintiffs are physically and mentally sickened by the fact that they, in their debilitated state,
5 are powerless to prevent cattle from destroying their gardens.

6 73. The bells of cattle trespassing on their property keep Plaintiffs awake at night, causing
7 sleeplessness. Plaintiffs continue to lose sleep on a regular basis due to the need to protect
8 their property near their home from damage caused by trespassing cattle that approach
9 Plaintiffs' home at night.

10 74. In addition to loss of sleep, the continual presence of cattle on Plaintiffs' property prevents
11 Plaintiffs from leaving their property for more than one or two days at a time.

12 75. The injuries to Plaintiffs and their unique real property are continuous, ongoing, and the
13 source of irreparable injury. Injunctive relief requiring the cessation of cattle ranching on lands
14 owned by THE PACIFIC LUMBER COMPANY, or fenced enclosure, is the only means
15 available to prevent further trespass or nuisance.

16 **A. First Cause of Action Based on Trespass**

17 76. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1 through
18 75 of this complaint.

19 77. The herein alleged conduct of Defendants constitutes trespass in that said Defendants
20 were aware that cattle under their control were substantially certain to, did, and continue to
21 enter Plaintiffs' properties.

22 78. The herein alleged conduct of Defendants constitutes trespass in that said Defendants
23 were aware that cattle under their control were substantially certain to deposit, did deposit, and
24 continue to deposit, manure on Plaintiffs' properties including in the watercourse of Oil Creek
25 and the Upper North Fork of the Mattole River.

26 79. The herein alleged conduct of Defendants constitutes trespass in that said Defendants,
27 acting with knowledge of each other defendant, in cooperation with, or in furtherance of the
28

1 same common purpose to harass, intimidate, and annoy Plaintiffs, deposited trash on plaintiffs
2 property.

3 80. The herein alleged conduct of Defendants constitutes trespass in that said Defendants,
4 acting with knowledge of each other defendant, in cooperation with, or in furtherance of the
5 same common purpose to harass, intimidate, and annoy Plaintiffs, have and continue to enter
6 onto Plaintiffs' property without permission, authorization, and consent, including but not
7 limited to entering Plaintiffs' home.

8 81. The herein alleged conduct of Defendants constitutes trespass to growing crops, including
9 but not limited to Plaintiffs' orchards and gardens.

10 82. As a legal result of the herein alleged conduct of said Defendants, Plaintiffs have suffered,
11 are suffering and will continue to suffer wage, business and rental loss, hospital and medical
12 expenses for their physical and emotional injuries specifically alleged above, loss of use of
13 property, general damage, diminution in real property value, moving and other incidental
14 expenses, loss of and damage to personal property, loss of earning capacity, destruction of
15 improvements on real property, and the cost of repairs.

16 83. The herein alleged conduct of said Defendants (i.e., any and all of the conduct alleged in
17 this cause of action including but not limited to any and all of the allegations incorporated into
18 this cause of action by the first paragraph of this cause of action) constitutes fraud, oppression
19 and/or malice as defined by California Civil Code section 3294.

20 84. Wherefore, Plaintiffs pray for relief as hereinafter set forth.

21 **B. Second Cause of Action Based on Interference with**
22 **the Natural Flow of Surface Waters**

23 85. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1 through
24 84 of this complaint.

25 86. In engaging in the conduct alleged herein, the Defendants, altered the natural flow of
26 surface waters on Plaintiffs' property in that:

- 27 a. virtually every tributary watercourse to the Upper North Fork of the Mattole and
28 Oil Creek located on Plaintiff's property has at one or more locations been

1 obliterated, replaced with wide expanses of flattened terrain interspersed with
2 pockets containing stagnant waters;

3 b. waters formerly flowing clearly in well defined watercourses are reduced to
4 seepages of percolating stagnant and polluted waters;

5 c. waters are no longer confined within clear channels but instead spread out over
6 Plaintiff's property in an unnatural manner; and,

7 d. the the rate and quantity of flow of surface waters on Plaintiffs' property is
8 otherwise substantially altered.

9 87. Defendants' conduct in altering the natural flow of surface waters in and onto the BUSCH
10 PROPERTY was not reasonable.

11 88. As a legal result of Defendants' herein alleged conduct, Plaintiffs suffered wage, business
12 and rental loss, hospital and medical expenses, loss of use of property, general damage,
13 diminution in real property value, moving and other incidental expenses, loss of and damage to
14 personal property, loss of earning capacity, destruction of improvements on real property, and
15 the cost of repairs.

16 89. Defendants' herein alleged conduct constituted fraud, oppression, and malice as defined
17 by California Civil Code section 3294.

18 90. Wherefore, Plaintiffs pray for relief as hereinafter set forth.

19 **C. Third Cause of Action Based on Unreasonable Interference with**
20 **Riparian Rights to Use of Water**

21 91. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1 through
22 90 of this complaint.

23 92. Plaintiffs' properties are riparian in that: (1) Plaintiffs own the land over which and through
24 which Oil Creek and the Upper North Fork of the Mattole River flow, (2) the land for which
25 Plaintiffs claim the right to the use of water is within the watershed of the watercourse, and (3)
26 the land for which Plaintiffs claim the right to the use of water is part of the smallest tract held
27 under one title in the chain of title leading to the present owner Plaintiffs.

1 93. Plaintiffs are entitled to a reasonable proportion and quality of water flowing in a
2 watercourse within the watershed as herein alleged, in an amount to be proven at trial.

3 94. Plaintiffs are entitled to prescriptive rights in the waters of Oil Creek, Rainbow Creek, and
4 the Upper North Fork of the Mattole River, including but not limited to the quality of waters.

5 95. Through their conduct as herein alleged, said Defendants have deprived Plaintiffs of their
6 rights to a certain quantity and quality of water in that: Said Defendants have polluted or
7 otherwise rendered Plaintiffs' waters unfit and unwholesome for their riparian enjoyment,
8 including but not limited to drinking and swimming.

9 96. As a legal result of the herein alleged conduct of said Defendants, Plaintiffs have suffered,
10 are suffering and will continue to suffer wage, business and rental loss, hospital and medical
11 expenses for their physical and emotional injuries specifically alleged above, loss of use of
12 property, general damage, diminution in real property value, moving and other incidental
13 expenses, loss of and damage to personal property, loss of earning capacity, destruction of
14 improvements on real property, and the cost of repairs.

15 97. The herein alleged conduct of said Defendants (i.e., any and all of the conduct alleged in
16 this cause of action including but not limited to any and all of the allegations incorporated into
17 this cause of action by the first paragraph of this cause of action) constitutes fraud, oppression
18 and/or malice as defined by California Civil Code section 3294.

19 98. Wherefore, Plaintiffs pray for relief as hereinafter set forth.

20 **E. Fourth Cause of Action Based on Negligence**

21 99. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1 through
22 97 of this complaint.

23 100. In conducting themselves as hereinabove alleged, Defendants failed to use the care a
24 reasonable person would employ when engaged in similar conduct under similar conditions.

25 101. In conducting themselves as hereinabove alleged, said Defendants failed to use the
26 extreme caution a reasonable person would employ when engaged in similar conduct under
27 similar conditions due to the peculiar susceptibilities of Plaintiffs.

1 102. Said Defendants failed to exercise reasonable care to prevent injury to Plaintiff's
2 persons and property.

3 103. Said Defendants' above alleged violations of laws respecting Plaintiffs' real property
4 rights to the exclusive and absolute possession of their property constitutes negligence per se
5 in that: (1) said laws were enacted to protect real property rights, (2) Plaintiffs are within the
6 general class of citizens protected by said laws, (3) Plaintiffs, as adjacent and nearby property
7 owners, were and are within the specific class of persons and properties which said laws were
8 designed to protect from immediate harm due to the conduct in which the Defendants were
9 engaged, and (3) the harm suffered by Plaintiffs, as herein alleged, was caused by the
10 Defendants' violations of said laws.

11 104. As a legal result of the herein alleged conduct of said Defendants, Plaintiffs have
12 suffered, are suffering and will continue to suffer wage, business and rental loss, hospital and
13 medical expenses for their physical and emotional injuries specifically alleged above, loss of
14 use of property, general damage, diminution in real property value, moving and other incidental
15 expenses, loss of and damage to personal property, loss of earning capacity, destruction of
16 improvements on real property, and the cost of repairs.

17 105. The herein alleged conduct of said Defendants (i.e., any and all of the conduct alleged
18 in this cause of action including but not limited to any and all of the allegations incorporated
19 into this cause of action by the first paragraph of this cause of action) constitutes fraud,
20 oppression and/or malice as defined by California Civil Code section 3294.

21 106. Wherefore, Plaintiffs pray for relief as hereinafter set forth.

22 **F. Fifth Cause of Action Based on Negligent Infliction of Emotional Distress**

23 107. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1 through
24 105 of this complaint.

25 108. By engaging in the conduct alleged herein, Defendants negligently inflicted emotional
26 distress upon Plaintiffs. At all times mentioned herein, said Defendants owed a duty to
27 Plaintiffs to act reasonably so as not to cause Plaintiffs to suffer unreasonable mental
28

1 suffering. Said Defendants breached this duty by causing foreseeable and reasonable distress
2 to Plaintiffs.

3 109. As a legal result of said Defendants' herein alleged conduct, Plaintiffs have suffered and
4 continue to suffer extreme and severe embarrassment, humiliation, annoyance, discomfort,
5 pain, apprehension, fright, tension, anxiety and emotional distress, all to their general damage
6 in an amount in excess of the minimum jurisdiction of this Court, the precise amount of which
7 will be determined at trial.

8 110. As a legal result of the herein alleged conduct of said Defendants, Plaintiffs have
9 suffered, are suffering and will continue to suffer wage, business and rental loss, hospital and
10 medical expenses for their physical and emotional injuries specifically alleged above, loss of
11 use of property, general damage, diminution in real property value, moving and other incidental
12 expenses, loss of and damage to personal property, loss of earning capacity, destruction of
13 improvements on real property, and the cost of repairs.

14 111. The herein alleged conduct of said Defendants (i.e., any and all of the conduct alleged
15 in this cause of action including but not limited to any and all of the allegations incorporated
16 into this cause of action by the first paragraph of this cause of action) constitutes fraud,
17 oppression and/or malice as defined by California Civil Code section 3294.

18 112. Wherefore, Plaintiffs pray for relief as hereinafter set forth.

19 **G. Sixth Cause of Action Based on Intentional Infliction of Emotional Distress**

20 113. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1
21 through 111 of this complaint.

22 114. The conduct of Defendants as herein alleged was extreme and outrageous. Such
23 conduct was done willfully, with the intent, and/or in reckless disregard of the fact, that
24 Plaintiffs would clearly and foreseeably suffer substantial and severe emotional distress.

25 115. As a legal result of said Defendants' herein alleged conduct, Plaintiffs have suffered
26 and continue to suffer extreme and severe embarrassment, humiliation, annoyance,
27 discomfort, pain, apprehension, fright, tension, anxiety and emotional distress, all to their
28

1 general damage in an amount in excess of the minimum jurisdiction of this Court, the precise
2 amount of which will be determined at trial.

3 116. As a legal result of the herein alleged conduct of said Defendants, Plaintiffs have
4 suffered, are suffering and will continue to suffer wage, business and rental loss, hospital and
5 medical expenses for their physical and emotional injuries specifically alleged above, loss of
6 use of property, general damage, diminution in real property value, moving and other incidental
7 expenses, loss of and damage to personal property, loss of earning capacity, destruction of
8 improvements on real property, and the cost of repairs.

9 117. The herein alleged conduct of said Defendants (i.e., any and all of the conduct alleged
10 in this cause of action including but not limited to any and all of the allegations incorporated
11 into this cause of action by the first paragraph of this cause of action) constitutes fraud,
12 oppression and/or malice as defined by California Civil Code section 3294.

13 118. Wherefore, Plaintiffs pray for relief as hereinafter set forth.

14 **H. Seventh Cause of Action Based on Unfair Business Practices**

15 119. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1
16 through 117 of this complaint.

17 120. Defendants engaged in a pattern of unlawful, unfair, and/or fraudulent business
18 practices in the commercial use of lands regulated under the Forest Practices Act for purposes
19 inconsistent with The Forest Practices Act in the manner as alleged hereinabove. These acts
20 and practices were related in their common objective, and/or were consistently repeated,
21 and/or are capable of further repetition.

22 121. As a result of defendant's fraud, deceit and concealment of the facts upon which this
23 cause of action is based Plaintiffs did not learn of the basis for this cause of action until a point
24 in time 4 years prior to the filing date of this complaint.

25 122. The benefits of Defendants' conduct as herein alleged were outweighed by the
26 resulting harm. The conduct as herein alleged was and is likely to deceive and/or injure the
27 public. Since the UBP borrows violations of other laws when committed pursuant to a
28 business activity, all conduct violative of law as herein alleged provides the factual basis for

1 the independently actionable unlawful business practices under the as California Business and
2 Professions Code Sections 17200 et seq.

3 123. Under California Business and Profession Code Section 17204, plaintiffs bring this
4 action for relief in the interests of themselves and/or the general public.

5 124. In conducting themselves as herein alleged, Defendants violated other California laws
6 and additionally violated California Business and Professions Code Sections 17200 et seq.

7 125. Under California Business and Profession Code Section 17203, Plaintiffs are entitled
8 to have the herein alleged conduct of said Defendants enjoined and to have said Defendants
9 disgorge the money and/or property, real and/or personal, which said Defendants acquired by
10 means of such violations, including but not limited to profits Defendants unfairly received
11 through their unauthorized and illegal practice of grazing cattle on Plaintiffs' property.

12 126. Wherefore, Plaintiffs pray for relief as hereinafter set forth.

13 **I. Eighth Cause of Action Based on Nuisance**

14 127. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1
15 through 125 of this complaint.

16 128. The herein alleged conduct of Defendants constitutes nuisance within the meaning of
17 California Civil Code sections 3479 and 3481, California Code of Civil Procedure section 731,
18 and at common law, in that their conduct was, is, and will continue to be, injurious to the health
19 of Plaintiffs, the government and others, and an obstruction of the free use of the property of
20 Plaintiffs, the government and others, and in that it did, does and will continue to interfere with
21 the comfortable enjoyment of the lives and property of Plaintiffs, the government and others.

22 129. The conduct of said Defendants in the manner herein alleged has created an
23 unhealthy condition on Plaintiffs' persons and property, interfering with Plaintiffs' comfortable
24 enjoyment of life and property constituting nuisance under CC § 3479.

25 130. The herein alleged conduct of said Defendants constitutes nuisance per se in that: (1)
26 the laws thereby violated were enacted to protect Plaintiffs' real property rights and/or the
27 public trust; (2) Plaintiffs are within the general class of citizens protected by said laws; (3)
28 Plaintiffs, as adjacent and nearby property owners, were and are within the specific class of

1 persons and properties which the said violated laws were designed to protect; and, (4) the
2 harm suffered by Plaintiffs was caused by said violations.

3 131. The conduct of said Defendants constitutes a public nuisance within the meaning of
4 California Civil Code section 3480 in that it, at the same time, affects the health and property
5 enjoyment of a number of people in the community and it causes special injury to Plaintiffs in
6 that Plaintiffs' gardens, structures, and properties were destroyed, damaged and/or devalued,
7 and Plaintiffs suffer special damages as herein alleged.

8 132. As a legal result of the herein alleged conduct of said Defendants, Plaintiffs have
9 suffered, are suffering and will continue to suffer wage, business and rental loss, hospital and
10 medical expenses for their physical and emotional injuries specifically alleged above, loss of
11 use of property, general damage, diminution in real property value, moving and other incidental
12 expenses, loss of and damage to personal property, sleeplessness, anxiety, loss of earning
13 capacity, destruction of improvements on real property, and the cost of repairs.

14 133. As a further result of the herein alleged conduct of said Defendants, the City of Eureka,
15 County of Humboldt, State of California, and United States Government suffered, are suffering
16 and will continue to suffer damages in the form of costs of investigation, clean-up, restoration
17 and other protection of government properties, and in the costs of services to persons
18 injuriously affected by said conduct. Plaintiffs are unsure of the exact amount of such
19 damages and will amend their complaint according to proof.

20 134. The herein alleged conduct of said Defendants (i.e., any and all of the conduct alleged
21 in this cause of action including but not limited to any and all of the allegations incorporated
22 into this cause of action by the first paragraph of this cause of action) constitutes fraud,
23 oppression and/or malice as defined by California Civil Code section 3294.

24 135. Wherefore, Plaintiffs pray for relief as hereinafter set forth.

25 **J. Ninth Cause of Action for Declaratory/Injunctive Relief**

26 136. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1 through
27 134 of this complaint.

1 137. As a result of the herein alleged conduct of the Defendants, Plaintiffs are presently
2 suffering from irreparable damages to their persons and property.

3 138. Plaintiffs continue to suffer damages to their persons and property due to the continued
4 presence of cattle on their property. The only way to prevent continuing damage caused by
5 cattle on Plaintiffs' property is the immediate removal or destruction of such cattle. Because
6 the burden to Plaintiffs in removing trespassing cattle is substantial, Plaintiffs' request for the
7 declaration of Plaintiff's right to shoot cattle trespassing on Plaintiff's property. Such
8 declaratory relief is necessary to compel Defendants to take appropriate and reasonable
9 efforts to prevent further trespass and interference with Plaintiffs' use and enjoyment of their
10 property.

11 139. Because of the ongoing, continuous, and chronic nature of Defendants' trespass, a
12 restraining order preventing further trespass and imposing civil or criminal penalties is
13 necessary to prevent Plaintiffs' persons and property from suffering further damage.

14 140. Defendants' cattle grazing activities are conducted on lands zoned for timber harvesting
15 under the Forest Practices Act in a manner inconsistent with the Forest Practices Act.
16 Defendants are conducting cattle grazing operations on their properties, and on Plaintiffs'
17 property, as a commercial enterprise rather than as a land management practice rationally or
18 reasonably related to the management of sustained timber production. Defendants do not
19 actively engage in the management of grazing cattle on their properties and their cattle grazing
20 activities are not managed, monitored, or otherwise regulated by the Forest Practices Act.
21 Because the Defendants' activities are outside the permitted use of Defendants' properties,
22 Plaintiffs seek a Judicial Determination of whether Defendant landowners have a right to lease
23 lands regulated by the Forest Practices Act to third parties for commercial grazing activities.

PRAYER

1. For compensatory damages according to proof;
2. For general damages according to proof;
3. For emotional distress damages according to proof;
4. For exemplary and punitive damages according to proof;
5. For disgorgement of the money or property, real or personal, which Defendants acquired by means of violating California Business and Professions Code Sections 17200 et seq
6. For prejudgment interest according to proof;
7. For reasonable attorney fees and costs of suit according to proof;
8. For temporary restraining, preliminary and permanent injunctive orders including but not limited to the following:
 - a. That Defendants immediately remove all cattle from the property of THE PACIFIC LUMBER COMPANY regulated under the Forest Practices Act;
 - b. That Defendants immediately remove all foreign objects, structures, trash, debris placed on Plaintiffs property;
 - c. That Defendants remove all cattle manure from Plaintiffs' property, including but not limited to the channel, banks, and bed of the Upper North Fork of the Mattole River;
 - d. An order enjoining, restraining, and/or prohibiting THE PACIFIC LUMBER COMPANY from leasing it's lands for the raising of cattle, or any other purpose inconsistent with the Forest Practices Act;
 - e. Declaratory relief respecting Plaintiffs' rights to shoot trespassing cattle.
 - f. An order enjoining, restraining, and/or prohibiting Defendants from trespassing on Plaintiffs property;
9. For such other and further relief as the Court may deem proper.

TURNER LITIGATION SERVICES

Dated: _____

By: _____
Stephen T. Davies
Attorney for Plaintiffs