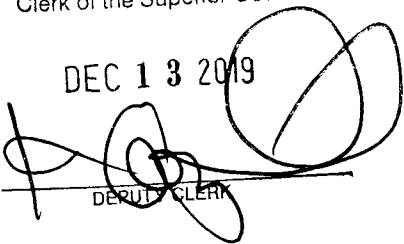


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6 Attorneys for Plaintiff
7 SF Florin LP

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SOLANO

11 SF FLORIN LP, a California limited
12 partnership,

13 Plaintiff,

14 v.

15 SOLANO IRRIGATION DISTRICT, a
16 California irrigation district; DOES 1
17 through 10, inclusive,

18 Defendant.

CASE NO. FCS054004

COMPLAINT FOR:

1. **Trespass**
2. **Negligence**
3. **Nuisance**
4. **Inverse Condemnation**
5. **Dangerous Condition of Public Property**
(Gov. Code., § 835)

BY FAX

21 Plaintiff SF FLORIN LP ("SF FLORIN" or "PLAINTIFF") alleges against Defendant
22 SOLANO IRRIGATION DISTRICT ("SID" or "DEFENDANT") and Does 1 through 10,
23 inclusive, (collectively "Defendants") as follows:

24 **PARTIES**

25 1. PLAINTIFF is, and at all relevant times herein was, a California limited
26 partnership that grows and sells almonds to buyers who process such almonds for sale to the
27 public.

28 2. PLAINTIFF is informed and believes that SID is, and all relevant times herein

1 was, a California irrigation district that distributes water to customers in Solano County,
2 California.

3 3. PLAINTIFF is informed and believes that SID may sue and be sued in all courts of
4 competent jurisdiction. (Water Code, § 22650.)

5 4. PLAINTIFF is unaware of the true names and capacities of Defendants sued
6 herein as DOES 1 through 10, inclusive, and therefore sues these Defendants by such fictitious
7 names. PLAINTIFF will amend this Complaint to allege their true names when ascertained.
8 PLAINTIFF is informed and believes and on that basis alleges that each fictitiously named
9 Defendant is responsible in some manner for the acts and/or omissions alleged in this Complaint,
10 that the damages as herein alleged were proximately caused by these Defendants' acts and/or
11 omissions, and that each of said Defendants is liable to PLAINTIFF upon the claims alleged
12 herein.

13 5. PLAINTIFF is informed and believes, and on that basis alleges, that the
14 Defendants, and each of them, including DOES 1 through 10, in doing the acts and/or omissions
15 alleged herein, were acting as the agents, representatives, servants, or employees of each of the
16 other Defendants, and were acting within the course and scope of their employment or agency
17 with the full knowledge and consent of the other Defendants.

18 **BACKGROUND ALLEGATIONS**

19 6. SF FLORIN owns property located at 5501 Meridian Avenue, in Vacaville, CA
20 95687 ("Property").

21 7. SF FLORIN grows almonds on the Property.

22 8. On or about February 13, 2019, SF FLORIN's Property was flooded by rain water.

23 9. SID failed to take out a seasonal plate from a ditch running through the Property
24 ("Ditch"). When it rained, the water became trapped in the Ditch, overflowed, and flooded the
25 Property.

26 10. The flooding affected nearly 400 acres of SF FLORIN's Property and about
27 24,000 to 35,000 almond trees were killed by the flooding.

28 11. SF FLORIN presented a claim, with supporting documentation, to SID on or about

1 May 3, 2019 (“Claim”) pursuant to Government Code, sections 910 et seq. A true and correct
2 copy of the Claim and supporting documentation is attached hereto as **Exhibit A**. The supporting
3 documentation included an expert report from Integral Ag., Inc. and several photos of the
4 flooding.

5 12. SID contends that it denied SF FLORIN’s Claim on May 21, 2019. The letter
6 notifying SF FLORIN its claim was denied is dated June 14, 2019 (“Claim Denial Letter”). A
7 true and correct copy of the Claim Denial Letter is attached hereto as **Exhibit B**.

8 13. SF FLORIN received the Claim Denial Letter several months after its purported
9 June 14, 2019 date.

10 **FIRST CAUSE OF ACTION**

11 **(Trespass)**

12 14. PLAINTIFF incorporates by reference the allegations contained in paragraphs 1
13 through 13 as though fully contained herein.

14 15. On or about February 13, 2019, Defendants caused water to overflow from SID’s
15 Ditch and flood the Property, which killed PLAINTIFF’s almond trees.

16 16. PLAINTIFF is informed and believes, and on that basis alleges, that but for
17 Defendants’ failure to remove a seasonal plate from SID’s Ditch, water running through SID’s
18 water conveyance facilities would not have overflowed SID’s Ditch and would not have flooded
19 the Property.

20 17. PLAINTIFF is informed and believes, and on that basis alleges, that SID removes
21 the seasonal plate from the Ditch at the close of the irrigation season to prevent flooding during
22 winter storms. PLAINTIFF is informed and believes, and on that basis alleges, that the end of the
23 irrigation season is typically sometime in or around November every year. PLAINTIFF is
24 informed and believes, and on that basis alleges, that the start of the irrigation season is typically
25 sometime in or around March every year.

26 18. PLAINTIFF was harmed by SID’s flooding the Property, which caused the death
27 of approximately 24,000 to 35,000 of PLAINTIFF’s almond trees.

28 19. PLAINTIFF did not give permission to SID to flood the Property.

1 20. SID had no right to flood the Property.

2 21. The flooding of the Property from SID's Ditch was a substantial factor in causing
3 PLAINTIFF's harm.

4 22. PLAINTIFF is entitled to recover its damages to the Property, its almond trees,
5 and its crop losses from SID in an amount to be proven at trial.

6 **SECOND CAUSE OF ACTION**

7 **(Negligence)**

8 23. PLAINTIFF incorporates by reference the allegations contained in paragraphs 1
9 through 22 as though fully contained herein.

10 24. On or about February 13, 2019, Defendants caused water to overflow from SID's
11 Ditch and flood the Property, which killed PLAINTIFF's almond trees.

12 25. PLAINTIFF is informed and believes, and on that basis alleges, that but for
13 Defendants' failure to remove a seasonal plate from SID's Ditch, water running through SID's
14 water conveyance facilities would not have overflowed SID's Ditch and would not have flooded
15 the Property.

16 26. PLAINTIFF is informed and believes, and on that basis alleges, that SID removes
17 the seasonal plate from the Ditch at the close of the irrigation season to prevent flooding during
18 winter storms. PLAINTIFF is informed and believes, and on that basis alleges, that the end of the
19 irrigation season is typically sometime in or around November every year. PLAINTIFF is
20 informed and believes, and on that basis alleges, that the start of the irrigation season is typically
21 sometime in or around March every year.

22 27. Defendants were negligent in not removing the seasonal plate from SID's Ditch at
23 the end of the 2018 irrigation season.

24 28. PLAINTIFF was harmed by SID's negligently flooding the Property, which
25 caused the death of approximately 24,000 to 35,000 of PLAINTIFF's almond trees.

26 29. The flooding of the Property from SID's Ditch due to Defendants' negligent
27 failure to remove the seasonal plate from the Ditch was a substantial factor in causing
28 PLAINTIFF's harm.

1 30. PLAINTIFF is entitled to recover its damages to the Property, its almond trees,
2 and its crop losses from SID in an amount to be proven at trial.

3 **THIRD CAUSE OF ACTION**

4 **(Nuisance)**

5 31. PLAINTIFF incorporates by reference the allegations contained in paragraphs 1
6 through 30 as though fully contained herein.

7 32. PLAINTIFF owns the Property.

8 33. Defendants, by failing to remove the seasonal plate from SID's Ditch, created a
9 condition or permitted a condition to exist that was a flood hazard, harmful to health, and was an
10 obstruction to the free use of property, so as to interfere with the comfortable enjoyment of that
11 property as an almond orchard.

12 34. Defendants' conduct in failing to act was unintentional but it was unreasonable
13 and negligent.

14 35. The condition created by Defendants' failure to remove the seasonal plate from
15 SID's Ditch substantially interfered with PLAINTIFF's use or enjoyment of its land and killed its
16 almond orchard.

17 36. An ordinary person would reasonably be annoyed or disturbed by Defendants'
18 failure to remove the seasonal plate from SID's ditch and the resulting flooding and damage.

19 37. PLAINTIFF did not give permission to SID to flood the Property.

20 38. SID had no right to flood the Property.

21 39. PLAINTIFF was harmed by SID's flooding the Property, which caused the death
22 of approximately 24,000 to 35,000 of PLAINTIFF's almond trees.

23 40. The flooding of the Property from SID's Ditch was a substantial factor in causing
24 PLAINTIFF's harm.

25 41. The seriousness of the harm outweighs the public benefit of Defendants' conduct,
26 because Defendants' unreasonable and negligent failure to remove the seasonal plate from SID's
27 Ditch did not benefit the public in any way.

28 42. PLAINTIFF is entitled to recover its damages to the Property, its almond trees,

1 and its crop losses from SID in an amount to be proven at trial.

2 **FOURTH CAUSE OF ACTION**

3 **(Inverse Condemnation)**

4 43. PLAINTIFF incorporates by reference the allegations contained in paragraphs 1
5 through 42 as though fully contained herein.

6 44. PLAINTIFF owns the Property.

7 45. SID owns the Ditch.

8 46. The Ditch is a work of public improvement.

9 47. SID damaged the Property by flooding it on or about February 13, 2019.

10 48. SID's Ditch was plugged by a seasonal plate that should have been removed
11 sometime in or around November 2018.

12 49. SID's Ditch overflowed with storm runoff, flooding the Property and killing
13 approximately 24,000 to 35,000 of PLAINTIFF's almond trees.

14 50. But for SID's Ditch being plugged with the seasonal plate, the Ditch would not
15 have overflowed and flooded the Property.

16 51. PLAINTIFF was harmed by SID's flooding the Property, which caused the death
17 of approximately 24,000 to 35,000 of PLAINTIFF's almond trees.

18 52. Defendants were unreasonable in causing the flooding of the Property from SID's
19 Ditch.

20 53. SID did not have permission to flood the Property.

21 54. SID had no right to flood the Property.

22 55. The flooding of the Property from SID's Ditch was a substantial factor in causing
23 PLAINTIFF's harm.

24 56. PLAINTIFF is entitled to recover its damages to the Property, its almond trees,
25 and its crop losses from SID in an amount to be proven at trial.

26 **FIFTH CAUSE OF ACTION**

27 **(Dangerous Condition of Public Property (Gov. Code., § 835))**

28 57. PLAINTIFF incorporates by reference the allegations contained in paragraphs 1

1 through 56 as though fully contained herein.

2 58. SID owns the Ditch.

3 59. PLAINTIFF is informed and believes, and on that basis alleges, that but for
4 Defendants' failure to remove a seasonal plate from SID's Ditch, water running through SID's
5 water conveyance facilities would not have overflowed SID's Ditch and would not have flooded
6 the Property.

7 60. PLAINTIFF is informed and believes, and on that basis alleges, that SID removes
8 the seasonal plate from the Ditch at the close of the irrigation season to prevent flooding during
9 winter storms. PLAINTIFF is informed and believes, and on that basis alleges, that the end of the
10 irrigation season is typically sometime in or around November every year. PLAINTIFF is
11 informed and believes, and on that basis alleges, that the start of the irrigation season is typically
12 sometime in or around March every year.

13 61. Defendants unreasonably and negligently failed to remove the seasonal plate from
14 SID's Ditch at the end of the irrigation season. Leaving the seasonal plate in SID's Ditch left it
15 dangerously susceptible to flooding during winter storms.

16 62. It was reasonably foreseeable to Defendants that leaving the seasonal plate in
17 SID's Ditch at the end of the irrigation season created a risk of flooding during winter storms that
18 would cause damage to surrounding agricultural lands.

19 63. PLAINTIFF's Property, on which it grew almonds, was flooded by SID's Ditch
20 when it overflowed during a winter storm. PLAINTIFF was harmed by SID's flooding the
21 Property, which caused the death of approximately 24,000 to 35,000 of PLAINTIFF's almond
22 trees.

23 64. Defendants were negligent in not removing the seasonal plate from SID's Ditch at
24 the end of the 2018 irrigation season.

25 65. The flooding of the Property from SID's Ditch due to Defendants' negligent
26 failure to remove the seasonal plate from the Ditch was a substantial factor in causing
27 PLAINTIFF's harm.

28 66. The harm suffered by PLAINTIFF was reasonably foreseeable to Defendants as

1 their failure to remove the seasonal plate from SID's Ditch created a reasonably foreseeable risk
2 of flooding and damage to surrounding agricultural lands during winter storms.

3 67. PLAINTIFF is entitled to recover its damages to the Property, its almond trees,
4 and its crop losses from SID in an amount to be proven at trial.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, SF FLORIN prays for judgment against Defendants as follows:

- 7 1. An award of monetary damages in an amount to be proven at trial;
8 2. Post-judgment interest;
9 3. For reasonable attorneys' fees and costs of suit incurred herein in an amount
10 according to proof;
11 4. For such other relief as the Court deems just and proper.

12 DATED: December 13, 2019

DOWNEY BRAND LLP

13
14 By: 

15 ANTHONY S. CHAVEZ
16 Attorney for Plaintiff
17 SF Florin LP
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