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Superior Court of California
County of Los Angeles

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Sherril R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF LOS ANGELES

BC 581 214

11 DARLENE DOTSON, an individual; DAVID)
12 DOTSON, an individual; and DANIEL)
13 DOTSON, an individual;)
14 Plaintiffs,)
15 v.)
16 EDP RENEWABLES NORTH AMERICA,)
17 LLC, a Delaware Limited Liability Company;)
18 HORIZON WIND ENERGY COMPANY,)
19 LLC, a Delaware limited liability entity;)
20 RISING TREE WIND FARM, LLC, a Delaware)
21 Limited Liability Company; CVE)
22 CONTRACTING GROUP, INC., a California)
23 Corporation; RENEWABLE LAND, LLC, a)
24 California Limited Liability Company; and)
25 DOES 1-100;)

CASE NO.

COMPLAINT FOR DAMAGES FOR:

- 1) TRESPASS TO LAND;
- 2) VIOLATION OF BANE CIVIL RIGHTS ACT (CIVIL CODE § 52.1)
- 3) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- 4) CONVERSION;
- 5) NUISANCE;
- 6) UNFAIR BUSINESS PRACTICES;
- 7) NEGLIGENCE

26 DEMAND FOR JURY TRIAL

27 Defendants.

28 **COME NOW**, Plaintiffs DARLENE DOTSON, DAVID DOTSON, and DANIEL DOTSON
("Plaintiffs" or the "Dotson Family"), who complain and allege as follows:

GENERAL STATEMENT OF THE CASE

1. Plaintiffs in this action are the victims of a multinational energy developer who refused to accept "No" for an answer. Plaintiff Darlene Dotson is the owner of a single family home situated in Kern County. Defendants are developers and contractors seeking to develop and operate

1 a wind energy farm in Kern County for profit. The proposed wind farm development would extend
2 over and across several parcels in the unincorporated area of Mojave, including Mrs. Dotson's land.
3 Beginning in 2009, Defendants began a campaign to acquire the rights to develop on these parcels
4 from Mrs. Dotson and her neighbors. By January 2015, all of the surrounding parcel owners had
5 either sold or leased their land to Defendants – all but Mrs. Dotson. Realizing that Mrs. Dotson
6 would not sell her land because of the sentimental and historical value her home represented,
7 Defendants unlawfully and illegally conspired to intimidate and coerce Mrs. Dotson and her family
8 in order to force a sale. In furtherance of this conspiracy, Defendants unlawfully entered onto Mrs.
9 Dotson's property and physically demolished Mrs. Dotson's home, and all of its precious and
10 irreplaceable contents. Defendants do not deny their actions; rather, they seek to disguise their
11 unlawful conduct as mere accident and continue to pressure Mrs. Dotson to sell the property now
12 that her home has been destroyed.

13 THE PARTIES

14 2. At all times mentioned herein, Plaintiff DARLENE DOTSON ("Mrs. Dotson") was a
15 resident of the County of Kern, State of California. Mrs. Dotson is the owner of a single family
16 home situated on a 5-acre parcel of real property located in Kern County, A.P.N.: 237-141-19 ("the
17 Dotson Family Home" or simply "the Home").

18 3. At all times mentioned herein, Plaintiff DAVID DOTSON ("David Dotson") was a
19 resident of the County of Kern, State of California. David Dotson is the son of Mrs. Dotson and the
20 brother of Plaintiff DANIEL DOTSON.

21 4. At all times mentioned herein, Plaintiff DANIEL DOTSON ("Daniel Dotson") was a
22 resident of the County of Kern, State of California. Daniel Dotson is the son of Mrs. Dotson and the
23 brother of David Dotson.

24 5. Plaintiffs allege that at all times mentioned herein, Defendant EDP RENEWABLES
25 NORTH AMERICA, LLC ("EDP"), a Delaware Limited Liability Company, was qualified to do
26 business and was doing business in the State of California, County of Kern. Plaintiffs are informed
27 and believe and based thereon allege that Defendant EDP is engaged in the business of developing,
28

1 operating, and managing various energy projects both in California and throughout the United
2 States and Canada for profit.

3 6. Plaintiffs allege that all times mentioned herein, Defendant HORIZON WIND
4 ENERGY COMPANY, LLC (“Horizon”), a Delaware Limited Liability Company, was qualified to
5 do business and was doing business in the State of California, County of Kern. Plaintiffs are
6 informed and believe and based thereon allege that Defendant Horizon is engaged in the business of
7 developing, constructing, owning and operating wind farms throughout North America for profit.
8 Plaintiffs are further informed and believe that Defendant Horizon is or was a subsidiary- or sister-
9 entity of Defendant EDP.

10 7. Plaintiffs allege that at all times mentioned herein, Defendant RISING TREE WIND
11 FARM, LLC (“Rising Tree”), a Delaware Limited Liability Company, was qualified to do business
12 and was doing business in the State of California, County of Kern. Plaintiffs are informed and
13 believe and based thereon allege that Defendant Rising Tree is engaged in the business of
14 developing a wind farm in Kern County, known as “Rising Tree Wind Farm” (the “Wind Farm”)
15 and is the owner of certain real property adjacent to the Dotson Family Home. Upon information
16 and belief, Defendant Rising Tree is a wholly-owned subsidiary of Defendant EDP.

17 8. Plaintiffs allege that at all times mentioned herein, Defendant CVE CONTRACTING
18 GROUP, INC. (“CVE”), a California Corporation, was qualified to do business and was doing
19 business in the State of California, County of Kern. Plaintiffs are informed and believe and based
20 thereon allege that Defendant CVE is a licensed general contracting entity that provides
21 construction and demolition services in Kern County.

22 9. Plaintiffs allege that at all times mentioned herein, Defendant RENEWABLE LAND,
23 LLC (“Renewable Land”), a California Limited Liability Company, is the owner of certain real
24 property located in the State of California, County of Kern, which is situated adjacent to the Dotson
25 Family Home. Defendant Renewable Land is a resident of the County of Los Angeles, State of
26 California.

27 10. Defendants DOES 1-100 inclusive, and each of them, are sued under said fictitious
28 names. Plaintiffs are ignorant as to the true names and capacities of DOE Defendants 1-100

1 inclusive, and each of them, and therefore sue said Defendants by such fictitious names. Plaintiffs
2 will request leave of Court to amend this Complaint to state their true names and capacities when
3 the same have been ascertained.

4 11. Plaintiffs are informed, believe, and based thereon allege that, at all times mentioned
5 herein, each fictitiously named Defendant is responsible in some way or capacity for the
6 occurrences herein alleged, and that Plaintiffs' damages, as herein alleged, were proximately caused
7 by all of said DOE Defendants (hereinafter "DOE Defendants").

8 12. Plaintiffs are informed, believe, and based thereon allege that, at all times mentioned
9 herein, there existed a unity of interest and ownership between the specifically named Defendants
10 and DOE Defendants, and each of them, were the successors-in-interest and/or alter egos of the
11 other defendants, and each of them, in that they purchased, controlled, dominated and operated each
12 other without any separate identity, observation of formalities, or other manner of division.
13 Additionally, Plaintiffs allege that to continue maintaining the facade of a separate and individual
14 existence between the specifically named Defendants and DOE Defendants, and each of them, does
15 not serve the interests of justice.

16 13. Plaintiffs, upon information and belief, allege that, at all times mentioned herein, each
17 of the Defendants were the agents, representatives and/or employees of each of the other
18 Defendants. Moreover, that in doing the things hereinafter alleged, each of the Defendants were
19 acting within the course and scope of said alternative personality, capacity, identity, agency,
20 representation and/or employment and were within the scope of their authority whether actual or
21 apparent.

22 14. Plaintiffs, upon information and belief, allege that, at all times mentioned herein, the
23 Defendants were the trustees, partners, servants, joint venturers, shareholders, contractors, and/or
24 employees of their co-Defendants, and each of them, and the acts and omissions herein alleged were
25 done by them, acting individually and jointly, through such capacity and within the scope of their
26 authority, either actual or apparent, and with the permission and consent of their co-Defendants or
27 that said conduct was thereafter ratified by each of the co-Defendants, and that each of the
28 Defendants are jointly and severally liable to Plaintiffs.

1 15. Each reference in this Complaint to “Defendant,” “Defendants,” “DOE Defendants” of
2 any kind, and/or a specifically named Defendant also refers to every other Defendant whether
3 specifically or fictitiously named herein.

4 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 16. The allegations of this Complaint stated on information and belief are likely to have
6 evidentiary support after a reasonable opportunity for further investigation and discovery.

7 **The Dotson Family Home**

8 17. Mrs. Dotson is the owner of the Dotson Family Home and the underlying real property,
9 which is located in Kern County, California, Assessor’s Parcel Number 237-141-19.

10 18. Mrs. Dotson has continuously owned the Home since 1987, when she purchased it from
11 a family friend. Mrs. Dotson’s decision to purchase the Home was due, in part, to the fact that the
12 Home and the property it sits on hold particular historical significance and sentimental value to
13 Mrs. Dotson and her family.

14 19. The Dotson Family Home sat on one of the original parcels of land obtained and
15 developed by African American homesteaders during the early 20th century. Mrs. Dotson and her
16 family, who are African American, take great pride in the historical significance that the Home and
17 the underlying property represent and had intended to keep the Home in their family for this reason.

18 20. The Dotson Family Home was used by Mrs. Dotson and her children to stage various
19 family gatherings and reunions over the years and was also used for annual family vacations,
20 seasonal hunting trips, family celebrations, barbeques, and birthdays. Plaintiffs David Dotson and
21 Daniel Dotson, as well as Mrs. Dotson’s other children, spent a significant amount of their
22 childhood playing in and around the Home and, in recent years, both men had begun taking their
23 own children to the Home so that they may enjoy it in much the same way that David and Daniel
24 had as children. As a result of the numerous fond memories involving the Home over the last 28
25 years and the historical significance it represented, the Home was hallowed ground to Mrs. Dotson
26 and her family.

27 21. Within the Home, the Dotson Family kept numerous family photographs including
28 photographs of Mrs. Dotson, her children, her grandchildren, and various other family members,

1 both living and deceased. Many of these photographs were originals, copies of which do not exist.
2 With respect to several of Mrs. Dotson's deceased family members, the photographs which had
3 been in the Home were the only photographs Mrs. Dotson had to remember them by. The Home
4 also contained several unique antiques which Mrs. Dotson intended to pass on to her children as
5 family heirlooms as well as numerous other items of personal property that the Dotson Family
6 cherished and held dear.

7 **Defendants' Efforts to Acquire the Dotson Family Home**

8 22. In approximately December 2009, Mrs. Dotson and her family were approached by
9 agents of Defendants and/or their respective predecessors in interest, relative to the Dotson Family
10 Home. At that time, Defendants indicated that they intended to develop a wind energy farm (the
11 "Wind Farm") which would extend over and across many of the parcels in the area, including the
12 parcel of land which the Home sat on.

13 23. Like the infamous Daniel Plainview from Paul Thomas Anderson's film, "There Will
14 Be Blood," Defendants held themselves out as friends to the local community and a source of
15 prosperity for its residents. Among other things, Defendants promised Mrs. Dotson and her
16 neighbors that the Wind Farm would stimulate the local economy and generate energy revenue for
17 cooperating landowners. All that Mrs. Dotson and her neighbors had to do was to sign over the
18 rights to their homes.

19 24. Despite Defendants' initial sales pitch, Mrs. Dotson declined to sell or lease the Dotson
20 Family Home, explaining that she did not want or need the money that Defendants were offering;
21 rather, she and her family cherished the Home and the history of the underlying property and, for
22 those reasons, wished to keep them in the family.

23 25. Over the course of the next several years, however, Defendants reached agreements to
24 purchase or lease the land of each of the surrounding parcels. Throughout this period of time,
25 Defendants persisted in their efforts to acquire the rights to the Dotson Family Home. Each
26 advance, however, was respectfully declined by Mrs. Dotson and her family. Indeed, during this
27 period of time, the Dotson Family re-iterated on numerous occasions that they were not interested in
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1 Defendants' money; rather it was the sentimental and historical value of their Home and the
2 underlying property which they cared about.

3 26. Defendants, realizing that the Dotsons were not won over by their advances, grew more
4 aggressive in their dealings with Mrs. Dotson. In fact, on several occasions, Defendants and/or their
5 agents became hostile, insulting, and disrespectful toward Mrs. Dotson, causing Mrs. Dotson to
6 become extremely upset. Indeed, during one of these incidents, Defendants' agents were openly
7 condescending and insulting to the Dotson Family regarding the Home, telling them that the Home
8 was worthless and that the Dotsons should take the money because it was the best they would ever
9 get for the land. Following this incident, Mrs. Dotson advised Defendants that she would no longer
10 communicate with them regarding their efforts to acquire the Home, or for any other reason.
11 Undeterred, Defendants then began re-directing their efforts to acquire the Home toward Mrs.
12 Dotson's sons, David and Daniel Dotson.

13 27. Just as they had with Mrs. Dotson, Defendants engaged in a pattern of hostility,
14 condescension, and coercive tactics in their dealings with David Dotson and Daniel Dotson.
15 Indeed, Defendants threatened Daniel and David that if they did not convince their mother to sell
16 them the Dotson Family Home, Defendants would surround the Home on all sides with the Wind
17 Farm, restricting the Dotsons' access to the Home and causing the Home's property value to
18 plummet. Defendants' statements were intended to, and did, intimidate the Dotson Family and were
19 made for the purpose of coercing the Dotson Family into giving Defendants the right to develop on
20 Mrs. Dotson's land. Despite Defendants' threats, the Dotson Family stood their ground and refused
21 to sell their Home.

22 28. Defendants, however, would not be refused and, in fact, became near-militant in their
23 efforts to acquire the Home. Indeed, at some point after the Dotson Family reiterated their refusal to
24 sell their Home, they began noticing numerous and uncharacteristic acts of vandalism to the Home.
25 On numerous occasions, and with increasing frequency, the Dotsons would arrive Home to find
26 numerous broken windows as well as damage to patio furnishings and other items of personal
27 property. In essence, the Dotsons were being terrorized in their own Home. Upon information and
28

1 belief, these incidents of vandalism were carried out by or at the direction of Defendants and/or
2 their agents for the purpose of intimidating the Dotson Family into selling their Home.

3 29. Astoundingly, however, Defendants tactics did not stop there. Indeed, at or around this
4 same time, in what can only be described as Orwellian in nature, Defendants began secretly
5 engaging the Dotsons' neighboring property owners and pressuring them to provide personal
6 information about the Dotsons that could be used to further Defendants' efforts to coerce the
7 Dotsons to sell their Home.

8 30. Ironically, throughout the period of time that Defendants were privately attempting to
9 coerce, intimidate, and bully the Dotson Family, Defendants were publicly touting themselves (via
10 Internet marketing materials)¹ as supportive of the local economy and highly cooperative with local
11 landowners. As the Dotson Family can attest, nothing could be further from the truth.

12 31. As of February 2015, Mrs. Dotson and her family were the sole landowners in or around
13 the proposed development area that had declined Defendants' offers to buy or lease.

14 **Defendants' Destruction of the Dotson Family Home**

15 32. Beginning in approximately late February 2015, the Dotson Family came to learn that
16 demolition work would commence on several of the adjacent parcels in furtherance of the
17 development of the Wind Farm.

18 33. On approximately March 25, 2015, David Dotson went to visit the Dotson Family
19 Home in order to perform routine monthly maintenance, as was his custom and practice. In recent
20 years, David Dotson and his brother, Daniel Dotson, have assumed responsibility for maintaining
21 the Home between family visits as a favor to their mother.

22 34. Upon his arrival, however, David Dotson would find that the Dotson Family Home was
23 gone. It was literally wiped off the face of the Earth. Its contents were, likewise, nowhere to be
24 found – either stolen or destroyed. Where the Home, once a symbol of love, family, and courage,
25
26

27 ¹ Indeed, the website for the Wind Farm proudly broadcasts that “Over 125
28 supportive landowners will participate in the project...” The website contains no
warning of how “unsupportive” landowners can expect to be treated.

1 had stood was merely an empty lot with only the structure's foundation remaining. The furniture,
2 family photographs, and antiques that had been within the Home were simply eviscerated.

3 35. As David remained, frozen, staring at the area where the Dotson Family Home once
4 stood, he noticed an unknown middle-aged female kneeling down on the property and examining
5 something on the ground. The unknown woman was kneeling approximately 20 feet away from
6 David and was wearing what appeared to be a construction name tag around her neck.

7 36. Before he could say anything, the unknown woman became aware of David's presence,
8 looked up at him, and then immediately sprinted off Mrs. Dotson's property and toward the parcel
9 to the east. David observed the unknown woman sprint onto the adjacent parcel and into a sub
10 station that had been recently erected thereon by Defendants. Upon information and belief, this
11 woman was an employee or agent of Defendants and had entered onto Mrs. Dotson's property at
12 Defendants' direction.

13 37. Stunned, horrified, and confused, David immediately contacted his brother, Daniel, to
14 share with him what he had found. David asked that Daniel join him at the Home site and also to
15 inform their mother, Mrs. Dotson. Daniel arrived shortly thereafter, at which point he called Mrs.
16 Dotson to inform her that the Dotson Family Home had, inexplicably, been destroyed.

17 38. Upon information and belief, the contracting entity which destroyed the Home was
18 Defendant CVE. Upon information and belief, CVE was retained by Defendants for the purpose of
19 performing general contracting services in furtherance of the development of the Wind Farm,
20 including demolition services.

21 **Defendants Admit Responsibility for the Destruction of the Dotson Family Home**

22 39. After Daniel arrived at the Home site, David used his cell phone to research who was in
23 charge of construction activities for the Wind Farm in order to gather some information about what
24 had happened to the Dotson Family Home. Based on the previous correspondence the Dotson
25 Family had received relative to Defendants' campaign to acquire the Home, David knew that the
26 Wind Farm was called "Rising Tree Wind Farm."

27 40. David visited the "Rising Tree Wind Farm" website, where he found the telephone
28 contact information for the project representative. David called the phone number listed on the

1 website and left a voicemail requesting information regarding what had happened to the Dotson
2 Family Home.

3 41. Receiving no response from the “Rising Tree Wind Farm” project contact, David then
4 contacted the Kern County Planning Department to obtain the name and phone number of the
5 person in charge of construction activities for the Wind Farm. Representatives of the Kern County
6 Planning Department advised David that the individual in charge of construction was a man named
7 Toby Butterfield. Upon information and belief, Toby Butterfield is an agent or employee of
8 Defendant EDP and/or of a parent or subsidiary entity of Defendant EDP.

9 42. Ultimately, David was able to make contact with Mr. Butterfield and advise him of the
10 situation. After David shared with him what had happened, Mr. Butterfield coldly told David that
11 he would have to make some phone calls and would get back to him regarding the incident.

12 43. After David made contact with Mr. Butterfield, he and other members of the Dotson
13 Family, including Mrs. Dotson, began receiving phone calls and written correspondence from
14 Defendants, and various agents thereof, regarding the destruction of the Dotson Family Home.

15 44. In the ensuing days, the Dotson Family had several telephone calls with, and received
16 several voicemail messages from, among other people, Defendant EDP’s Director of Project
17 Management, Leslie Freiman, and Executive Vice President, Kris Cheney, regarding the destruction
18 of the Dotson Family Home.

19 45. During these telephone calls and in the related voicemail messages, Ms. Freiman and
20 Mr. Cheney admit that Defendants were responsible for the destruction of the Dotson Family Home
21 and express their desire to meet with the Dotson Family to discuss a possible resolution. Plaintiffs
22 are informed and believe and based thereon allege that Defendants deliberately destroyed the
23 Dotson Family Home in order to force Mrs. Dotson to return to the negotiating table regarding a
24 possible sale of her land.

25 **Defendants’ Alteration of the Natural Topography**

26 46. In addition to the destruction of the Dotson Family Home, Mrs. Dotson’s property has
27 been damaged and will be further damaged in that the natural topography of the neighboring parcel,
28 A.P.N.: 237-141-20 (the “Altered Parcel”), and/or other adjacent parcels have been altered such that

1 rainflow and water run-off from the nearby Mojave Mountains will now flow onto a portion of Mrs.
2 Dotson's property in far greater quantities than the natural topography of the land previously
3 allowed.

4 47. The altered terrain creates an unreasonable increased risk of flooding onto Mrs.
5 Dotson's land, which, in turn, complicates the prospect of rebuilding any improvement thereon.
6 Upon information and belief, the Altered Parcel is owned by Defendant Renewable Land. Plaintiffs
7 are informed and believe and based thereon allege that Defendant Renewable Land has entered into
8 an agreement with Defendants EDP, Horizon, and/or Rising Tree for lease of the Altered Parcel.
9 Plaintiffs are further informed, believe, and based thereon allege that the modifications to the
10 Altered Parcel were done at the direction of and/or with the ratification of Defendants EDP,
11 Horizon, Rising Tree, and/or Renewable Land. Upon information and belief, the contractor which
12 was retained to, and did, physically alter the topography of the Altered Parcel was Defendant CVE.

13 48. If the Altered Parcel is not returned to its natural condition or some other
14 accommodations are made, the natural drainage and water runoff of the adjacent Mojave Mountains
15 will cause flooding and increased risk of damage to Mrs. Dotson's property and any possible future
16 improvement thereto.

17 49. In addition to the negative impact that the changes to the Altered Parcel will have on
18 Mrs. Dotson's land, Defendants have also caused physical alterations to Mrs. Dotson's property,
19 itself. Significantly, these alterations were made by Defendants without the Dotson Family's
20 consent.

21 50. Among other things, Defendants have altered and damaged the original access point to
22 Mrs. Dotson's property, thereafter unilaterally electing to cut a new road into the property for access
23 purposes. In the course of cutting the new road, however, Defendants destroyed various trees and
24 other flora that are geographically distinct to the local environment.

25 51. Defendants' construction activities both on and around Mrs. Dotson's property have
26 also resulted in a substantial decrease in the amount of local animal life that had previously existed
27 on the land. This has, in turn, had a significant, detrimental impact on the Dotson Family's ability to
28 make use of their property for hunting purposes.

1 **Defendants' Illegal Restriction of the Dotson Family's Access to the Home**

2 52. Defendants' construction activities have also caused the Dotson Family to experience
3 significant difficulty in even accessing their property. Indeed, Defendants have seen fit to erect
4 numerous fences and post signs restricting access not only to the adjacent parcels being used to
5 develop the Wind Farm, but also restricting and preventing access to the Home (when the Home
6 still existed) as well as to Mrs. Dotson's land, itself. Upon information and belief, Defendants have
7 made use of such signs and fencing as a tool in their continued efforts to coerce the Dotson Family
8 into selling or leasing their property to Defendants for use in the development of the Wind Farm.
9 Plaintiffs have requested that Defendants remove these signs and fencing so that they can more
10 easily access their land, however, Defendants refuse.

11 **Defendants' Conspiracy to Force The Dotsons to Sell Their Home**

12 53. Plaintiffs are informed and believe and based thereon allege that Defendants, and each
13 of them, agreed that it would be in their mutual and best interest to obtain the rights to Mrs.
14 Dotson's land in order to further the development of the Wind Farm.

15 54. Plaintiffs are further informed and believe and based thereon allege that Defendants, and
16 each of them, were aware that Plaintiffs would not sell or lease their property to Defendants due to
17 the particular historical and sentimental value which the property and, in particular, the Dotson
18 Family Home, represented to the Dotson Family.

19 55. Plaintiffs are informed and believe and based thereon allege that, recognizing that the
20 Dotson Family would not sell or lease their property due to the emotional value that they attached to
21 the Dotson Family Home, and further recognizing that the Wind Farm's productivity, effectiveness,
22 and profitability would be greatly increased were Defendants to acquire the rights to Mrs. Dotson's
23 land, Defendants conspired to devise a means of forcing the Dotson Family to sell.

24 56. Upon information and belief, Defendants, in furtherance of their goal to acquire
25 Mrs. Dotson's property, conspired to, and did, engage in the acts described hereinabove for the
26 purpose of intimidating and coercing Mrs. Dotson to sell her Home. When Defendants' more
27 pedestrian efforts to intimidate the Dotson Family proved unsuccessful, Defendants conspired to
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1 and did unlawfully enter onto Mrs. Dotson's property, destroyed her Home, and attempted to
2 disguise the intentional destruction as an accident.

3 57. Defendants' unmistakable intention in carrying out the aforementioned acts was to
4 divorce the land of the historical significance and sentimental value which it represented to the
5 Dotson Family and, in turn, make it more likely that Mrs. Dotson would return to the negotiating
6 table regarding a potential sale.

7 58. Upon information and belief, Defendants devised this plan after weighing the cost of
8 destroying the Dotson Family Home (and settling any ensuing legal claim brought by the Dotson
9 Family) against the profit that Defendants, and each of them, stood to gain in utilizing Mrs.
10 Dotson's land in developing and operating the Wind Farm.

11 59. Plaintiffs are thus informed and believe and based thereon allege that Defendants made
12 a calculated business decision to destroy the Dotson Family Home, and engage in the other conduct
13 alleged herein, in order to further their own financial interests in operating the Wind Farm.

14 60. All of Defendants' acts as alleged herein were in furtherance of their conspiracy to force
15 Mrs. Dotson to sell her Home. Indeed, in furtherance of their conspiracy, Defendants entered onto
16 Mrs. Dotson's property and physically demolished the Dotson Home, and all of its contents. In
17 furtherance of the conspiracy, Defendants also entered onto Mrs. Dotson's property for the purpose
18 of physically altering the land, including, without limitation, destroying trees and other plant life
19 located thereon. Defendants' conduct as alleged herein was, thus, a series of actions intended to
20 further Defendants' conspiracy to force Mrs. Dotson to sell or lease the rights to her land.

21 61. As a direct and proximate result of Defendants' conspiracy and the actions Defendants
22 have taken in furtherance of that conspiracy, Plaintiffs have suffered substantial injury in the form
23 of, among other things, property damage and emotional distress.

24 62. Plaintiffs are informed and believe and based thereon allege that, by virtue of this
25 conspiracy, Defendants are each legally responsible for the damages Plaintiffs have sustained,
26 regardless of whether each Defendant actually carried out the unlawful acts which have given rise to
27 this Complaint. Rather, by virtue of knowingly and voluntarily participating in a conspiracy to force
28

1 the Dotson Family to sell or lease the Home to Defendants, each Defendant is jointly and severally
2 liable of the acts which have been carried out in furtherance of the aforementioned conspiracy.

3 63. As a direct result of the conduct of Defendants, the Dotson Family has suffered injury in
4 the form of a complete and utter trampling of their rights in and to their property, and, further,
5 suffered injury in the form of emotional distress at the loss of the Dotson Family Home – which
6 was a symbol of countless family memories and represented a point of pride to the Dotson Family
7 by reason of its historical significance.

8 64. As a further direct result of Defendants' conduct, the entire contents of the Dotson
9 Family Home have been destroyed. Significantly, a great number of the items contained within the
10 Dotson Home represent immeasurable sentimental value to the Dotson Family. Most of these items,
11 and in particular the family photographs and antiques (particularly those of deceased relatives),
12 cannot adequately be replaced. Thus, as a result of Defendants' decision to place its own financial
13 interests above the property rights of the Dotson Family, the Dotson Family has not simply been
14 deprived of their property but also of irreplaceable tokens of their own family history.

15 CAUSES OF ACTION

16 **FIRST CAUSE OF ACTION – TRESPASS TO LAND**

17 **(Brought by Plaintiff DARLENE DOTSON Against All Defendants)**

18 65. Plaintiffs reallege and incorporate by reference herein each and every allegation
19 contained hereinabove as though fully set forth and brought hereat.

20 66. Mrs. Dotson is the sole legal owner of the Dotson Family Home and the underlying real
21 property.

22 67. Upon information and belief, Defendants, and each of them, intentionally, recklessly,
23 and/or negligently entered onto Mrs. Dotson's property on numerous occasions since 2009.

24 68. Neither Mrs. Dotson nor any member of the Dotson Family gave permission to
25 Defendants, or any of them, to enter onto Mrs. Dotson's property. Even if Mrs. Dotson or her
26 family had given Defendants permission, Defendants greatly exceeded the scope of that permission,
27 if any.

28 69. While trespassing on Mrs. Dotson's land, Defendants caused the destruction of the

1 Dotson Family Home, and all of the contents thereof. While trespassing on Mrs. Dotson’s property,
2 Defendants also cut down and carried away trees and other local plant life which had previously
3 existed on Mrs. Dotson’s property. While trespassing on Mrs. Dotson’s property, Defendants also
4 caused damage to the Dotson Family Home in the form of broken windows and damaged personal
5 property.

6 70. As a direct and proximate result of Defendants’ entry onto Mrs. Dotson’s land, Mrs.
7 Dotson has been harmed in that, while on the her property, Defendants physically demolished the
8 improvements – specifically, the Dotson Family Home – as well as trees and other plant life on
9 Mrs. Dotson’s property. Further, as a result of Defendants’ unlawful entry onto her property, Mrs.
10 Dotson has been further injured in that the point of access to her property has been physically
11 altered without her permission, and Defendants have caused additional alterations to the land which
12 will greatly increase the risk of flooding to Mrs. Dotson’s property.

13 71. Defendants, by and through their agents, have admitted to unlawfully entering onto the
14 Mrs. Dotson’s property and causing the destruction of the Dotson Family Home. Indeed, rather than
15 deny their actions, Defendants attempt to construe their actions as accidental in nature.

16 72. Plaintiff is informed and believes and based thereon alleges that Defendants’ conduct in
17 entering onto Mrs. Dotson’s property and destroying the Dotson Family Home was done
18 intentionally, maliciously, and/or recklessly. Upon information and belief, Defendants chose to
19 enter onto Mrs. Dotson’s land and destroy the Dotson Family Home as a negotiating ploy in an
20 attempt to acquire the rights to Mrs. Dotson’s property. Plaintiffs are therefore entitled to recover
21 punitive damages pursuant to Code of Civil Procedure Section 3294, *et seq.*

22 73. As a result of Defendants’ intentional and unlawful entry onto Mrs. Dotson’s property
23 and their unauthorized and illegal cutting and carrying away of the trees and plant life which had
24 previously existed on the property, Plaintiffs are entitled to an award of double and/or treble
25 damages pursuant to Code of Civil Procedure Section 733, Code of Civil Procedure Section 735,
26 and Civil Code Section 3346.

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1 **SECOND CAUSE OF ACTION - VIOLATION OF BANE CIVIL RIGHTS ACT**

2 **(CIVIL CODE § 52.1)**

3 **(Brought by All Plaintiffs Against All Defendants)**

4 74. Plaintiffs reallege and incorporate by reference herein each and every allegation
5 contained hereinabove as though fully set forth and brought hereat.

6 75. Pursuant to California Civil Code § 52.1(b): “Any individual whose exercise or
7 enjoyment of rights secured by the Constitution or laws of the United States, or of rights secured by
8 the Constitution or laws of this state, has been interfered with, or attempted to be interfered with, as
9 described in subdivision (a), may institute and prosecute in his or her own name and on his or her
10 own behalf a civil action for damages, including, but not limited to, damages under Section 52,
11 injunctive relief, and other appropriate equitable relief to protect the peaceable exercise or
12 enjoyment of the right or rights secured.”

13 76. Pursuant to California Civil Code § 52(b): “Whoever denies the right provided by
14 Section 51.7 or 51.9, or aids, incites, or conspires in that denial, is liable for each and every offense
15 for the actual damages suffered by any person denied that right and, in addition, the following: (1)
16 An amount to be determined by a jury, or a court sitting without a jury, for exemplary damages...(3)
17 Attorney’s fees as may be determined by the court.”

18 77. Pursuant to California Civil Code § 51.7(a): “All persons within the jurisdiction of this
19 state have the right to be free from any violence, or intimidation by threat of violence, committed
20 against their persons or property because of political affiliation, or on account of any characteristic
21 listed or defined in subdivision (b) or (e) of Section 51...”

22 78. Pursuant to California Civil Code § 51 (b): “All persons within the jurisdiction of this
23 state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin,
24 disability, medical condition, genetic information, marital status, or sexual orientation are entitled to
25 the full and equal accommodations, advantages, facilities, privileges, or services in all business
26 establishments of every kind whatsoever.”

27 79. The Dotson Family are the only African-American landowners within the proposed
28 development area for the Wind Farm.

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1 80. Defendants, and each of them, conspired to and did, threaten, coerce, and intimidate the
2 Dotson Family in the manner described herein because the Dotson Family is African-American.
3 Indeed, as set forth hereinabove, the Defendants sought to acquire the rights to all of the properties
4 in the proposed development area, yet it was only the Dotson Family – the only African-American
5 family within the proposed development area – that were subjected to the type of threats, coercion,
6 and intimidation tactics described herein above.

7 81. As set forth herein above, Defendants vandalized, damaged, and ultimately destroyed
8 the Dotson Family Home as part of their ongoing efforts to intimidate Mrs. Dotson and her family.
9 This pattern of intimidation also included insulting and verbally threatening both Mrs. Dotson and
10 her children. Further, in what can only be described as Orwellian in nature, Defendants secretly
11 engaged the Dotsons' neighboring property owners and pressured them to provide information
12 about the Dotsons that could be used to further Defendants' scheme of intimidating and coercing
13 them into selling their land.

14 82. Defendants' conduct as alleged hereinabove was done for the purpose of preventing the
15 Dotson Family from lawfully exercising their rights in and to the Dotson Family Home and/or to
16 retaliate against Mrs. Dotson for refusing to sell the Dotson Family Home to Defendants.

17 83. As a direct and proximate result of Defendants' unlawful conduct as set forth above, the
18 Dotson Family has suffered overwhelming property damage and severe emotional distress, among
19 other things.

20 84. Pursuant to California Civil Code § 52.1(h), Plaintiffs are entitled to recover their
21 attorneys' fees from Defendants by virtue of Defendants' illegal conduct alleged hereinabove.

22 **THIRD CAUSE OF ACTION - INTENTIONAL INFLICTION OF EMOTIONAL**
23 **DISTRESS**

24 **(Brought by All Plaintiffs Against All Defendants)**

25 85. Plaintiffs reallege and incorporate by reference herein each and every allegation
26 contained hereinabove as though fully set forth and brought hereat.

27 86. The conduct of Defendants, as described herein, was outrageous and extreme.

28 87. A reasonable person would not expect that the developers, contractors, and owners of

1 adjacent real property would enter onto the land of another and physically demolish the
2 improvements erected thereon as a negotiating ploy. A reasonable person would also not expect that
3 the developers, contractors, and owners of adjacent real property would enter onto the land of
4 another and vandalize and otherwise damage their home and personal property in an attempt to
5 intimidate the owner thereof to sell their land. In this case, that is precisely what occurred.

6 88. Upon information and belief, Defendants intentionally entered onto Mrs. Dotson's land
7 for the purpose of demolishing the Dotson Family Home. Upon information and belief, Defendants'
8 intent in demolishing the Dotson Family Home was to destroy the sentimental and historical value
9 which the land held to Mrs. Dotson and her family in order to make it more likely that Defendants
10 could thereafter acquire the property from Mrs. Dotson to utilize in the course of developing and
11 operating the Wind Farm.

12 89. Defendants, and each of them, were aware of the fact that Mrs. Dotson's property, and
13 the Dotson Family Home, in particular, represented significant sentimental and cultural meaning for
14 the Dotson Family. Defendants were further aware that it was the connection to the Dotson Family
15 Home, and the memories the Dotson Family Home represented, that caused Mrs. Dotson to refuse
16 to sell or lease her property to Defendants.

17 90. With full knowledge of the significance of the Dotson Family Home to the Plaintiffs,
18 and indeed for this very reason, Defendants, and each of them, nevertheless chose to enter onto Mrs.
19 Dotson's property and intentionally destroy the Dotson Family Home.

20 91. Defendants, and each of them, in the course of attempting to purchase and/or acquire the
21 rights to Mrs. Dotson's property over the last several years, knew that Plaintiffs David Dotson and
22 Daniel Dotson were and are the sons of Mrs. Dotson and were further aware that they made regular
23 use of their mother's property and the Dotson Family Home, in particular.

24 92. In fact, for several years leading up to the destruction of the Dotson Family Home,
25 Defendants and their agents/representatives had primarily dealt with either Daniel Dotson or David
26 Dotson in their efforts to acquire Mrs. Dotson's property. Defendants knew that David Dotson and
27 Daniel Dotson made regular use of the Dotson Family Home and also knew that they would
28 continue making use of the property for, among other things, hunting purposes and vacations.

1 93. Defendants knew that destroying the Dotson Family Home would deprive David Dotson
2 and Daniel Dotson of continued use and enjoyment of the property in that they would no longer
3 have a place to stay during hunting trips and, further, would be deprived of the source of numerous
4 memories generated in the Dotson Family Home. Defendants also knew that Mrs. Dotson's
5 property and the Dotson Family Home had been in the Dotson Family for nearly thirty (30) years
6 and, thus, that David Dotson and Daniel Dotson attached significant emotional and sentimental
7 value to the property. Defendants were, thus, aware that the destruction of the Dotson Family Home
8 would cause Plaintiffs David Dotson and Daniel Dotson to experience severe emotional distress.

9 94. Defendants' extreme and outrageous conduct as stated herein above was directed at
10 Plaintiffs, in particular. Defendants and their agents were interacting directly with Plaintiffs in the
11 course of negotiating to acquire Mrs. Dotson's property and, thus, knew that the property and the
12 Dotson Family Home were the property of Plaintiffs. Based on the discussions between Defendants
13 and Plaintiffs beginning in 2009, Defendants were fully aware of the significance that the Dotson
14 Family attributed to their property and the Dotson Family Home, in particular. Nevertheless, and
15 indeed for this very reason, Defendants chose to enter onto Mrs. Dotson's land and destroy the
16 Dotson Family Home.

17 95. As a direct and proximate result of Defendants' failures to satisfy their respective duties
18 as stated herein above, Plaintiffs have sustained damages and injuries as described herein.
19 Particularly, Plaintiffs have experienced significant emotional distress as a result of the destruction
20 of the Dotson Family Home and the other damage to Mrs. Dotson's property. Based on the
21 despicable, malicious, and oppressive nature of Defendants' conduct as alleged herein, Plaintiffs are
22 entitled to punitive damages pursuant to California Civil Code Section 3294.

23 **FOURTH CAUSE OF ACTION - CONVERSION**

24 **(Brought by All Plaintiffs Against All Defendants)**

25 96. Plaintiffs reallege and incorporate by reference herein each and every allegation
26 contained hereinabove as though fully set forth and brought hereat.

27 97. Plaintiffs were the legal owners of all of the items of personal property that were within
28 the Dotson Family Home prior to its destruction. By way of illustration and not limitation, the items

1 of personal property within the Dotson Family Home at the time of its destruction included the
2 following: family photographs, furniture, family antiques, and hunting equipment.

3 98. Plaintiffs are informed, and believe, and based thereon allege that Defendants
4 intentionally and substantially interfered with the items of personal property that were within the
5 Dotson Family Home at the time of its destruction. Specifically, Plaintiffs are informed that
6 Defendants destroyed each of these items of personal property at the time that they destroyed the
7 Dotson Family Home, itself.

8 99. Plaintiffs did not consent to Defendants' entry upon Mrs. Dotson's land or to
9 Defendants' destruction of the Dotson Family Home and the items of personal property contained
10 therein.

11 100. As a direct and proximate result of Defendants' unlawful entry onto Mrs. Dotson's land
12 and their destruction of the Dotson Family Home, Plaintiffs have been harmed in that many of the
13 items that had been contained in the Dotson Family Home – which are now also destroyed – were
14 irreplaceable. For example, the Dotson Family Home contained numerous family photographs of
15 the Dotson Family including, but not limited to Mrs. Dotson, her children, grandchildren and other
16 extended family members. Many of these photographs are originals and depict now-deceased
17 relatives, copies of which do not exist.

18 101. In addition to family photographs, the Dotson Family Home contained several antique
19 items which were intended to be kept within the Dotson Family. These items, along with the family
20 photographs, are irreplaceable and represented significant sentimental and emotional value to the
21 Dotson Family. As a result of Defendants' acts and/or omissions as alleged herein, all of these items
22 were destroyed.

23 102. As alleged hereinabove, Defendants, and each of them, illegally and intentionally
24 entered onto the land of Mrs. Dotson for the purpose of demolishing the Dotson Family Home.
25 Upon information and belief, Defendants' intent in demolishing the Dotson Family Home was to
26 destroy the sentimental and historical value which the land represented to Mrs. Dotson and her
27 family in order to make it more likely that Defendants could thereafter acquire the property from
28 Mrs. Dotson to utilize in the course of developing and operating the Wind Farm.

1 103. Defendants, and each of them, were aware of the fact that Mrs. Dotson's property, and
2 the Dotson Family Home and its contents, in particular, represented significant sentimental and
3 cultural meaning for the Dotson Family. Defendants were further aware that it was the connection
4 to the Dotson Family Home, the items of personal property therein, and the memories the Dotson
5 Family Home represented, that caused Plaintiffs to refuse to sell or lease their land to Defendants.

6 104. With full knowledge of the significance of the Dotson Family Home and its contents to
7 the Plaintiffs, and indeed for this very reason, Defendants, and each of them, nevertheless chose to
8 enter onto Mrs. Dotson's property and intentionally destroy the Dotson Family Home and all of the
9 items inside.

10 105. Upon information and belief, Defendants weighed the cost of intentionally destroying
11 the Dotson Family Home and its contents (and thereafter reaching a settlement with the Dotson
12 Family) against the profit they stood to gain in utilizing Mrs. Dotson's land for purposes of
13 developing the Wind Farm.

14 106. Upon information and belief, Defendants concluded that it would be in their financial
15 interest to destroy the Dotson Family Home and thereafter acquire Mrs. Dotson's property in a
16 settlement agreement with the Dotson Family. In other words, Defendants made a business decision
17 to destroy the Dotson Family Home as a means of increasing their ultimate profitability.

18 107. As a direct and proximate result of Defendants' failures to satisfy their respective duties
19 as stated herein above, Plaintiffs have sustained damages and injuries as described herein.
20 Particularly, Plaintiffs have experienced significant emotional distress as a result of the destruction
21 of the Dotson Family Home, all of the contents thereof, and the damage to Mrs. Dotson's property.
22 Based on the despicable, malicious, and oppressive nature of Defendants' conduct as alleged herein,
23 Plaintiffs are entitled to punitive damages pursuant to California Civil Code Section 3294.

24 **FIFTH CAUSE OF ACTION - NUISANCE**

25 **(Brought by Plaintiff DARLENE DOTSON Against All Defendants)**

26 108. Plaintiffs reallege and incorporate by reference herein each and every allegation
27 contained hereinabove as though fully set forth and brought hereat.
28

1 109. Mrs. Dotson was the sole legal owner of the Dotson Family Home and is the sole legal
2 owner of the underlying real property.

3 110. Defendants, and/or their agents, by altering the natural topography of both Mrs.
4 Dotson's property and of several adjacent parcels of land, created a condition that was and is
5 harmful to Mrs. Dotson's property in that said alterations have substantially increased the risk of
6 flooding thereon.

7 111. Defendants, and/or their agents, by erecting fencing and signage around Mrs. Dotson's
8 property have also created a condition whereby Plaintiffs are restricted in their ability to enter onto
9 and make use of their land.

10 112. Defendants, and/or their agents, by altering the entry and access points to Mrs. Dotson's
11 property have also destroyed substantial local plant life. The destruction of local plant life has
12 caused a condition whereby the presence of local wildlife on Mrs. Dotson's property has also been
13 substantially reduced.

14 113. Defendants' actions in creating the foregoing conditions have caused an obstruction to
15 the free use of Mrs. Dotson's property, so as to interfere with the Dotson Family's comfortable
16 enjoyment of their property.

17 114. Neither Mrs. Dotson nor any other member of the Dotson Family consented to
18 Defendants' entry onto Mrs. Dotson's land, Defendants' physical alterations of Mrs. Dotson's land,
19 or the physical alterations Defendants made to the adjacent parcels which have impacted and will
20 continue to impact Mrs. Dotson's land.

21 115. Plaintiffs are informed and believe and based thereon allege that an ordinary person
22 would be reasonably annoyed or disturbed by the foregoing conditions and the effect that those
23 conditions have had on Mrs. Dotson's property and the Plaintiffs' ability to freely and comfortably
24 make use of that property.

25 116. Mrs. Dotson, her family, and their property have been and will continue to be harmed by
26 the foregoing conditions.

27 117. Indeed, as a direct and proximate result of Defendants' physical alterations of Mrs.
28 Dotson's land and that of the surrounding parcels, Plaintiffs have been and will continue to be

1 damaged in that Mrs. Dotson's property is now (1) substantially more susceptible to flooding than it
2 had been prior to the time that Defendants caused the alteration of the natural topography (2)
3 Plaintiff has been restricted in her very ability to enter onto and make use of her property,
4 and (3) the property's use for hunting purposes has been seriously damaged due to the
5 substantial reduction in local wildlife caused by Defendants' actions.

6 118. Plaintiffs are informed and believe and based thereon allege that there is no public
7 benefit to Defendants' actions which outweighs the harm that Defendants' actions have caused to
8 Mrs. Dotson and her land.

9 119. As a direct and proximate result of Defendants' failures to satisfy their respective duties
10 as stated herein above, Plaintiffs have sustained damages and injuries as described herein.
11 Particularly, Plaintiffs have experienced significant emotional distress as a result of the destruction
12 of the Dotson Family Home and the damage to Mrs. Dotson's property. Based on the despicable,
13 malicious, and oppressive nature of Defendants' conduct as alleged herein, Plaintiffs are entitled to
14 punitive damages pursuant to California Civil Code Section 3294.

15 **SIXTH CAUSE OF ACTION - UNFAIR BUSINESS PRACTICES**
16 **(Brought by Plaintiff DARLENE DOTSON Against All Defendants)**

17 120. Plaintiffs reallege and incorporate by reference herein each and every allegation
18 contained hereinabove as though fully set forth and brought hereat.

19 121. As alleged hereinabove, Defendants, and each of them, illegally and intentionally
20 entered onto Mrs. Dotson's land for the purpose of demolishing the Dotson Family Home. Upon
21 information and belief, Defendants' intent in demolishing the Dotson Family Home was to destroy
22 the sentimental and historical value which the land represented to Mrs. Dotson and her family in
23 order to make it more likely that Defendants could thereafter acquire the property from Mrs. Dotson
24 to utilize in the course of developing and operating the Wind Farm.

25 122. Defendants, and each of them, were aware of the fact that Mrs. Dotson's property, and
26 the Dotson Family Home, in particular, represented significant sentimental and cultural meaning for
27 the Dotson Family. Defendants were further aware that it was the connection to the Dotson Family
28

1 Home, and the memories the Dotson Family Home represented, that caused Plaintiffs to refuse to
2 sell or lease their property to Defendants.

3 123. With full knowledge of the significance of the Dotson Family Home to the Plaintiffs,
4 and indeed for this very reason, Defendants, and each of them, nevertheless chose to enter onto Mrs.
5 Dotson's property and intentionally destroy the Dotson Family Home. Defendants also chose to
6 make physical alterations to both Mrs. Dotson's property and the surrounding parcels in order to
7 make Mrs. Dotson's property less appealing to the Dotson Family and in a direct effort to force the
8 Dotson Family to sell their land.

9 124. Upon information and belief, Defendants weighed the cost of intentionally destroying
10 the Dotson Family Home (and thereafter reaching a settlement with the Dotson Family) against the
11 profit they stood to gain in utilizing Mrs. Dotson's property for purposes of developing the Wind
12 Farm.

13 125. Upon information and belief, Defendants concluded that it would be in their financial
14 interest to destroy the Dotson Family Home and thereafter acquire Mrs. Dotson's property in a
15 settlement agreement with the Dotson Family. In other words, Defendants made a business decision
16 to destroy the Dotson Family Home as a means of increasing their ultimate profitability.

17 126. By reason of Defendants' fraudulent, deceptive, unfair, and/or otherwise unlawful
18 conduct as herein alleged, said Defendants have violated California Business and Professions Code
19 Section 17200, *et seq.*, by consummating an unlawful, unfair, and fraudulent business practice,
20 designed to deprive the Dotson Family of their rights to their property. Based on the despicable,
21 malicious, and oppressive nature of Defendants' conduct as alleged herein, Plaintiffs are entitled to
22 punitive damages pursuant to California Civil Code Section 3294.

23 127. By reason of the foregoing, Plaintiffs have suffered and continue to suffer damages in a
24 sum which is, as yet, unascertained.

25 SEVENTH CAUSE OF ACTION - NEGLIGENCE

26 **(Brought by Plaintiff DARLENE DOTSON Against All Defendants)**

27 128. Plaintiffs reallege and incorporate by reference herein each and every allegation
28 contained hereinabove as though fully set forth and brought hereat.

1 129. As the developers, contractors, and adjacent property owners, Defendants, and each of
2 them, owed a duty to Plaintiffs as owners of the Dotson Family Home and the underlying real
3 property.

4 130. As developers, contractors, and adjacent property owners, Defendants, and each of
5 them, owe a duty to adjacent property owners to act in a reasonable manner and in such a way as to
6 avoid damage to said neighboring property. In this context, Defendants owed a duty to perform their
7 work and make use of their adjacent property in such a way as not to cause harm or injury to
8 Plaintiffs' property or to the improvements thereon.

9 131. Defendants, and each of them, were aware of the fact that Mrs. Dotson's property, and
10 the Dotson Family Home, in particular, represented significant sentimental and cultural meaning for
11 the Dotson Family. Defendants were further aware that it was, in part, the connection to the Dotson
12 Family Home, and the memories the Dotson Family Home represented, that caused Plaintiffs to
13 refuse to sell or lease their land to Defendants.

14 132. Upon information and belief, Defendants were aware that if the Dotson Family Home
15 were to be damaged or destroyed that Plaintiffs would suffer extreme emotional distress.

16 133. Notwithstanding the duty owed to Plaintiffs, Defendants, and each of them, through
17 their acts and/or omissions, entered onto Mrs. Dotson's land without permission from Plaintiffs
18 and, among other things, caused the destruction of the Dotson Family Home, and all of the contents
19 thereof.

20 134. As a direct and proximate result of Defendants, and each of their, breaches of duty,
21 tortious acts, omissions, and wrongful conduct, Plaintiff has suffered substantial economic injury
22 including damage to property, loss of use, all to Plaintiff's general, special, and consequential
23 damage at an amount to be proven at the time of trial, but in no event less than the minimum
24 jurisdictional amount of this Court. Based on the despicable, malicious, and oppressive nature of
25 Defendants' conduct as alleged herein, Plaintiffs are entitled to punitive damages pursuant to
26 California Civil Code Section 3294.

27 135. As a further direct and proximate result of Defendants' failures to satisfy their
28 respective duties as stated herein above, Plaintiffs have experienced extreme emotional distress.

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WHEREFORE, Plaintiffs pray for a jury trial and for judgment against Defendants as follows:

FOR ALL CAUSES OF ACTION

1. For past, present, and future general damages in an amount to be determined at trial;
2. Any appropriate statutory damages;
3. For costs of suit;
4. For interest as allowed by law;
5. Any appropriate punitive or exemplary damages against Defendants;
6. For attorneys' fees as allowable by law; and
7. For such other and further relief as the court may deem proper.

Dated: May 5, 2015

MANLY, STEWART & FINALDI

By: 

MORGAN A. STEWART
TIMOTHY A. BURNETT
Attorneys for Plaintiffs
DARLENE DOTSON, DAVID DOTSON, and
DANIEL DOTSON