



RECEIVED
FAIR POLITICAL
PRACTICES COMMISSION

17 FEB 16 AM 10:37

FW: Dow

From: joe egan
Sent: Thursday, February 16, 2017 9:55 AM
To:
Subject: Fwd: Dow

Attached is the original complaint. I would hope someone on the commission would ask at the meeting some fairly obvious questions like:

Which facts in the complaint were determined to be untrue leading to a determination that there was no evidence of a conflict of interest?

If this was simply a erroneously file 700 form how could it take 32+ months to investigate?

Who gave direction to the staff to bury this complaint, requiring me to send 100+ emails to force the issue?

Sent from my iPhone

Begin forwarded message:

From: "joe egan"
To: "'Jesse D. Claypool'"
Subject: Fwd: Dow

Sent from my iPhone

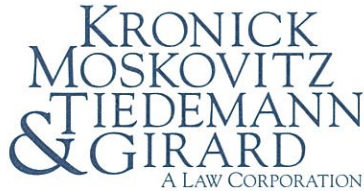
Begin forwarded message:

From: "joe egan"

Subject: Dow

Attached is the original complaint, sent 6/25/2014.

Can you advise if there is any public information available and if the complaint is still open?



William T. Chisum

916.321.4500
wchisum@kmtg.com

June 25, 2014

BY PERSONAL DELIVERY

Willis Dow, Chair, and District Board Members
Honey Lake Valley Resource Conservation District
2950 Riverside Drive
Susanville, CA 96130

Re: Potential Honey Lake Valley RCD Liability

Dear Chair Dow and Board Members:

I am writing on behalf of the Lassen Irrigation Company ("LIC") to alert you to several recent activities and actions which may result in Honey Lake Valley Resource Conservation District ("HLVRCD") incurring additional liability. As Directors of the HLVRCD, a public agency, and therefore as stewards of the public interest, I urge you to take immediate action.

Director Dow's Conflict of Interest

The first issue concerns the participation of Board Chairman Willis Dow in closed session proceedings despite a conflict of interest. As you are aware, LIC has filed the case of *Lassen Irrigation Company v. Honey Lake Valley Resource Conservation District*, Lassen County Superior Court Case No. 58261 ("2014 Litigation"). Among other things, the 2014 Litigation challenges the HLVRCD's recently formulated position that LIC's storage rights are 26,500 acre feet rather than 31,500 acre feet. The 31,500 acre foot storage right is taken from the 1940 Decree in *Fleming v. Bennett*, Lassen County Superior Court Case No. 4573 ("1940 Decree"), and has been the controlling measure of storage for over 70 years until the HLVRCD's Deputy Water Master devised the reduced standard last year. If LIC were unable to capture the disputed 5,000 acre feet of water, that water would likely flow down the Susan River and potentially be available to those users below the Willow Creek confluence. One primary beneficiary of increased flows in the Lower Susan River would be the Dow Ranch.

It is our understanding the HLVRCD's prior counsel had advised Chairman Dow that he should recuse himself from any discussions involving the 2014 Litigation due to his actual or potential conflict of interest. However, for whatever reason, Chairman Dow participated in the May 28, 2014, closed session regarding the 2014 Litigation and has apparently participated in other discussions involving the 2014 Litigation since that time. The basis for this

change of positions is unclear, but may stem from comments by Chairman Dow at the May 28, 2014, Board meeting disclaiming he worked for Dow Ranch.

Public records demonstrate Chairman Dow's alleged association with Dow Ranch. On or about September 26, 2014, Chairman Dow filed the case of *Willis Dow v. Jay Dow*, Lassen County Superior Court Case No. 57786 ("Dow Litigation"). A copy of the Complaint in the Dow Litigation is attached to this letter at Exhibit A and is incorporated into this letter. A recent review of the Court docket indicates that the case remains active. Among other things, Chairman Dow, as Plaintiff, alleges that:

- "Plaintiff and Defendant have been partners, joint venturers and/or business associates for approximately in excess of the past 10 years . . . and shared in profits from business operations." (Complaint, 3:10-13);
- Plaintiff is "a partner in the Dow Ranch business operations . . ." (Complaint, 4:12);
- "Plaintiff and Defendant have been partners, joint venturers and/or business associates in connection with the Dow Ranch business operations." (Complaint, 4:16-17);
- "Plaintiff and defendant entered into an oral contract to carry on a business, specifically, the Dow Ranch operations located in Wendel, Lassen County, California, as a partnership. The terms of the agreement were, among other things, that Plaintiff and Defendant would enter lease agreements and crop production contracts, share profits and losses, and would share equally in the management of the Dow Ranch business operations." (Complaint, 6:1-5);
- "Defendant made clear and unambiguous promises to Plaintiffs that that [sic] Plaintiff and Defendant would share profits and losses and would share equally in the management of the Dow Ranch business operations." (Complaint, 9:8-10).

Additionally, Director Dow alleges that he holds a leasehold interest in property known as the "Toscani Ranch" (Complaint, 7:19-20 & Ex. B), and the Toscani Ranch obtains, in part, water from the Susan River below LIC's points of diversion.

California Law expressly mandates that: "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." (Gov. Code § 87100; *see also* Cal. Code of Regs, tit. 2, § 18700(a) ["No public official at any level of state or local government may make, participate in making or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she has reason to know he/she has a disqualifying conflict of interest."].) Through his pleadings, Chairman Dow has confirmed his position that he is a partner in Dow Ranch and expects to receive a share of the Ranch's profits. He has also confirmed that he is a lessee of

Toscani Ranch. The Board's decisions regarding the 2014 Litigation and the scope of LIC's storage rights, which is a key issue in that litigation, could significantly impact the water available to Dow Ranch and the Toscani Ranch and the profits generated by such ranches. Given Chairman Dow's financial interests in these ranches, it is imperative that he immediately recuse himself from any current or future Board discussions involving the 2014 Litigation.

Impermissible Retaliatory Action Against LIC And Its Representative

The second issue concerns the retaliatory action taken by the Board, and its members, in response to LIC seeking to protect its legal rights. As you are aware, the HLVRCD has enacted Susan River Watermaster Rules and Regulations ("Watermaster Rules"). Article III of the Watermaster Rules establishes a "Water Advisory Committee." Rule 3.2 specifies that: "The membership of the Advisory Committee shall consist of seven (7) members as follows: (a) Five (5) members to be appointed by a majority vote of the Watermaster Board with input from the water users for their respective User Areas. Each of these members shall be appointed from and represent a User Area; (b) One (1) member from the Watermaster Board appointed by a majority vote of the Board; and (c) One (1) member appointed by the Farm Bureau." Rule 1.1(n) states that "'User Area' means a user area of the Service Area. The five User Areas are the Upper Susan River, Lower Susan River, Baxter Creek, Willow Creek, and Lassen Irrigation Company." As for the member's term of office, Rule 3.3 provides that: "Members of the Advisory Committee appointed pursuant to section 3.2(a) shall serve four (4) year terms. All other members may be removed from office by their appointing authority at anytime for any or no reason."

LIC constitutes one of the User Areas and John Richards was the duly appointed representative of LIC on the Water Advisory Committee according to Rule 3.2(a). However, on May 28, 2014, the Board purported to remove Mr. Richards from the Advisory Committee for the stated reason that he had a conflict of interest. While a legitimate conflict of interest, assuming one in fact exists, may require a member to recuse himself or herself from participation in a particular matter, it does not provide a basis for removal from the Committee. Under Rule 3.3, a member of the Watermaster Board or the Farm Bureau can be removed at anytime for any or no reason, but a member appointed pursuant to Rule 3.2(a), such as Mr. Richards, is entitled to serve a four year term.

The Board's action of May 28th removing Mr. Richards was arbitrary, capricious and contrary to its own rules. The only basis for removal appears to be the Board's desire to punish and retaliate against LIC for exercising its legal rights. Such a motive does not constitute a legitimate basis for action by a public agency, and LIC demands that the Board rescind its improper and baseless action.

It is also LIC's understanding that the Board and its members, possibly upon recommendation of and in cooperation with its staff, intends to further retaliate against and punish LIC for exercising its legal rights by entirely removing LIC from the Water Advisory

Committee. The exact action the Board proposes to take is uncertain since, contrary to the provisions of the Brown Act, HLVRCD did not post a copy of its agenda on its website at least 72 hours prior to the June 25th meeting. (Gov. Code § 54954.2.) To the extent the Board does proceed with this matter, LIC strongly objects to any such arbitrary and capricious action. Representatives of all User Areas, including LIC, have an interest in assisting the watermaster in making sure the subject water is administered in compliance with all legal requirements. No basis exists for singling out and retaliating against the representative of any User Area simply because he or she disagrees with the watermaster or its deputy.

These are obviously serious concerns and will hopefully be subject to serious consideration by HLVRCD. We also remain hopeful that these matters can be cooperatively resolved without the need for further litigation against the Board, its members or anyone acting in concert with it. In the meantime, please let LIC President John Richards or me know if you have any questions or if you require any additional information.

Sincerely,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation



William T. Chisum

Attachment

cc: Mary Wheeler, HLVRCD Executive Secretary (via email)
Dale Bacigalupi, HLVRCD Counsel (via email)
Randall Harr, HLVRCD Counsel (via email)
Stacey Montgomery, Lassen County District Attorney (via U.S. Mail)
Teri Rindahl, California Fair Political Practices Commission (via U.S. Mail)
John Richards, LIC President (via email)

FILED

2013 SEP 26 AM 9:43

WILLIS DOW
A. ASHLEY, CLERK
BY *JF* CLERK

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Fax : (530) 402-4752
5 Email : dwright@ctsclaw.com

6 Attorneys for Plaintiff,
7 **WILLIS DOW**

8
9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF LASSEN

11 WILLIS DOW,

12 Plaintiff,

13 v.

14
15 JAY DOW, and
and DOES 1 to 10, Inclusive

16 Defendants.

Case No.: 57786

Unlimited Civil Case

COMPLAINT FOR:

1. DECLARATORY RELIEF
2. CONSTRUCTIVE TRUST
3. CONVERSION
4. BREACH OF CONTRACT
5. BREACH OF FIDUCIARY DUTY
6. ACCOUNTING
7. BREACH OF LEASE
8. BREACH OF LEASE
9. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
10. PROMISSORY ESTOPPEL
11. INTENTIONAL INTERFERENCE WITH CONTRACT - INJUNCTIVE RELIEF
12. FAILURE TO PAY MINIMUM WAGES
13. FAILURE TO PAY OVERTIME WAGES
14. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED OR QUITTING EMPLOYEE
15. FAILURE TO PROVIDE MEAL PERIODS
16. FAILURE TO PROVIDE REST PERIODS
17. FAILURE TO MAINTAIN REQUIRED RECORDS
18. FAILURE TO FURNISH ACCURATE

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CTSCLaw
CALLAHAN THOMPSON SHERMAN & CAUDILL LLP

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ITEMIZED WAGE STATEMENT
19. FAILURE TO REIMBURSE FOR
BUSINESS EXPENSES
20. UNLAWFUL BUSINESS PRACTICES
IN VIOLATION OF CALIFORNIA
BUSINESS & PROFESSIONS CODES
SECTION 17200 ET SEQ.
21. UNJUST ENRICHMENT
22. FORCIBLE DETAINER

JUDGE:
DEPARTMENT:
COMPLAINT DATE:

DISCOVERY CUT OFF: NONE
MOTION CUT OFF: NONE
MSC DATE: NONE
TRIAL DATE: NONE

Plaintiff Willis Dow ("Plaintiff") hereby alleges as follows:

PARTIES

- 1. Plaintiff Willis Dow is, and all times relevant herein has been a resident of Lassen County, State of California.
- 2. Defendant Jay Dow ("Defendant") is, and all times relevant herein has been a resident of Lassen County, State of California.
- 3. Plaintiff is unaware of the true names and capacities of Defendants named Does 1 through 10 and such fictitious Defendants are sued pursuant to the provisions of Code of Civil Procedure section 474. Each of the Doe Defendants is and was responsible or liable in whole or in part for the acts and omissions alleged in this Complaint.
- 4. At all times mentioned herein, doe defendants, and each of them, were the agents, servants, officers, directors, shareholders, and/or employees of each of the Defendants and were, in doing the things complained of, acting within the scope of their agency and/or employment, and acting with the full knowledge or subsequent ratification of their principals or employers.

JURISDICTION AND VENUE

- 5. The Superior Court of the State of California has jurisdiction over this action pursuant to California Constitution Article VI, section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts."
- 6. This Superior Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10.

1 7. This Superior Court has jurisdiction over Defendants, and each of them, because each
2 defendant has sufficient minimum contacts with the State of California so as to render the exercise
3 of jurisdiction over the Defendants by the California courts consistent with traditional notion of
4 fair play and substantial justice.

5 8. This Superior Court has jurisdiction over Defendants, and each of them, because the acts
6 and omissions complained of herein occurred in the State of California, County of Lassen.

7 9. Venue is proper in the Superior Court of Shasta County pursuant to Code of Civil
8 Procedure sections 395 because one or more of the violations alleged in this Complaint arose in the
9 State of California, County of Lassen.

10 **FACTUAL BACKGROUND**

11 10. Plaintiff and Defendant have been partners, joint venturers and/or business associates for
12 approximately in excess of the past 10 years. Among other things, Plaintiff and Defendant have
13 also owned joint tools and equipment used in joint business operations, shared and operated joint
14 business accounts, and shared in profits from business operations.

15 **FIRST CAUSE OF ACTION**

16 **DECLARATORY RELIEF**

17 **(By Plaintiff against All Defendants)**

18 11. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
19 above in this Complaint as fully set forth herein.

20 12. An actual controversy has arisen and now exists between Plaintiff and Defendant
21 concerning their respective rights regarding, among other things, ownership of certain tools and
22 equipment located at the Dow Ranch identified in **Exhibit A** attached hereto and incorporated
23 herein by reference.

24 13. Among other things, Plaintiff claim he owns certain tools and equipment identified in
25 **Exhibit A** and is entitled to possession, and while Defendant claims he owns the above mentioned
26 tools and equipment and is entitled to retain possession.

27 14. A declaration is necessary and appropriate at this time under the circumstances in order
28 that, among other things, Plaintiff may ascertain immediately that Plaintiff is the owner of the tools
and equipment identified in **Exhibit A**.

1 15. Plaintiff requests a determination and a declaration that Plaintiff owns the tools and
2 equipment identified in **Exhibit A**.

3 **SECOND CAUSE OF ACTION**

4 **IMPOSITION OF CONSTRUCTIVE TRUST**

5 **(By Plaintiff against All Defendants)**

6 16. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
7 above in this Complaint as fully set forth herein.

8 17. Plaintiff currently resides at 726-425 Mapes Lane, Wendel, CA which consists of a single
9 family residence and approximately forty (40) acres of agricultural property (the "Premises").

10 18. The Premises was originally purchased with Dow Ranch funds. After purchase, the
11 residence was uninhabitable so Plaintiff expended a substantial amount of his personal financial
12 resources, Dow Ranch financial resources, Plaintiff's labor and time improving the Premises.
13 Furthermore, as both an individual and a partner in the Dow Ranch business operations, Plaintiff
14 maintained an equitable ownership interest in the Premises.

15 19. As an equitable owner of the Premises, Plaintiff resides at the Premises as his primary
16 residence.

17 20. At all times mentioned herein, Plaintiff and Defendant have been partners, joint venturers
18 and/or business associates in connection with the Dow Ranch business operations.

19 21. On August 29, 2013, Defendant filed a verified complaint for unlawful detainer against
20 Plaintiff with Lassen County Superior Court with Case No. JD57591.

21 22. Despite Plaintiff's equitable ownership interest in the Premises, Defendant now has failed
22 and refused, and continues to fail and refuse, to acknowledge that the Plaintiff is a partner, joint
23 venturer and/or business associates of the Dow Ranch business operations or an equitable owner of
24 the Premises.

25 23. Plaintiff is informed and believes and on that basis alleges that Defendant made the
26 representations and promises to Plaintiff that Plaintiff was a partner, joint venture and/or business
27 associate in connection with the Dow Ranch business operations to induce Plaintiff to expend his
28 resources and time without any intention to ever recognize Plaintiff as an owner of, among other
things, the Premises.

1 24. By virtue of Defendant's fraudulent acts and inequitable conduct, Defendant holds the
2 Premises as a constructive trustee for the Plaintiff's benefit.

3 **THIRD CAUSE OF ACTION**

4 **CONVERSION**

5 **(By Plaintiffs against All Defendants)**

6 25. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
7 above in this Complaint as fully set forth herein.

8 26. At all times mentioned herein, Plaintiff maintained an ownership interest in bank accounts,
9 and certain tools and equipment located at the Dow Ranch identified in **Exhibit A** attached hereto
10 and incorporated herein by reference.

11 27. Defendant intentionally and substantially interfered with Plaintiff's property by, among
12 other things, preventing Plaintiffs' access to the bank accounts and the certain tools and equipment
13 located at the Dow Ranch identified in **Exhibit A** attached hereto.

14 28. Plaintiff did not consent to Defendant preventing access to the property.

15 29. As a direct and proximate result, Plaintiffs were harmed and damaged in an amount to be
16 determined at trial.

17 30. That Defendant's conduct was a substantial factor in causing Plaintiff's harm because
18 Defendant intentionally and substantially interfered with Plaintiffs' property by, among other
19 things, preventing Plaintiffs' access to the bank accounts and certain tools and equipment located
20 at the Dow Ranch identified in **Exhibit A** attached hereto.

21 31. Furthermore, Defendant's action and conduct in this regard was done with extreme malice
22 and oppression and with conscious disregard of Plaintiffs' rights and Defendant's egregious
23 conduct in this regard justifies an award of exemplary and punitive damages.

24 **FOURTH CAUSE OF ACTION**

25 **BREACH OF CONTRACT**

26 **(By Plaintiff against All Defendants)**

27 32. Plaintiffs hereby restate, re-allege, and incorporate by reference herein the paragraphs
28 above in this Complaint as fully set forth herein.

1 33. Plaintiff and defendant entered into an oral contract to carry on a business, specifically, the
2 Dow Ranch operations located in Wendel, Lassen County, California, as a partnership. The terms
3 of the agreement were, among other things, that Plaintiff and Defendant would enter lease
4 agreements and crop production contracts, share profits and losses, and would share equally in the
5 management of the Dow Ranch business operations.

6 34. Plaintiff has performed all conditions, covenants, and promises required to be performed on
7 his part in accordance with the terms and conditions of the contract.

8 35. On or about June 1, 2013, Defendant breached the contract by repudiating the existence of
9 the partnership and denying Plaintiff's interest in the partnership business and partnership assets,
10 and by converting partnership assets to his own use, those assets consisting of among other things,
11 bank accounts, and tools and equipment identified in **Exhibit A** attached hereto.

12 36. As a proximate result of defendant's breach of the partnership contract, Plaintiff suffered
13 damage in an amount according to proof. Plaintiff also lost profits that would have been earned by
14 the partnership but for defendant's breach, in a sum of according to proof.

15 **FIFTH CAUSE OF ACTION**

16 **BREACH OF FIDUCIARY DUTY**

17 **(By Plaintiff against All Defendants)**

18 37. Plaintiff hereby restates, re-allege, and incorporates by reference herein the paragraphs
19 above in this Complaint as fully set forth herein.

20 38. By intentionally repudiating the existence of the partnership and denying Plaintiff's interest
21 in the partnership business, and by converting partnership assets to his/her own use, Defendant has
22 breached the duty of care imposed by Corporations Code Section 16404(c) to the partnership and
23 to Plaintiff.

24 39. As a proximate result of Defendant's breach of his duty of care to the partnership and to
25 Plaintiff, Plaintiff suffered damages according to proof at trial. Plaintiff also lost profits that
26 would have been earned by the partnership but for defendant's breach, in an amount according to
27 proof at trial.

28 40. As a direct and proximate result of Defendant's breach of fiduciary duty to Plaintiff,
Plaintiff has suffered damages in an amount to be determined at trial.

1 SIXTH CAUSE OF ACTION

2 ACCOUNTING

3 (By Plaintiffs against All Defendants)

4 41. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
5 above in this Complaint as fully set forth herein.

6 42. Defendant is in possession of, among other things, the Dow Ranch bank accounts, funds
7 and profits, and other financial information to which Defendant has wrongfully denied Plaintiff
8 access.

9 43. As members of the Dow Ranch partnership, the parties owe each other a fiduciary duty
10 with regard to its business and operations. Defendant has and continues to refuse Plaintiff access
11 to the Dow Ranch books, financial information, funds, profits, and assets.

12 44. Consequently, Plaintiff is entitled to, and requests that entry of an order for a full
13 accounting of the books and records of the Dow Ranch business operations and/or all monies
14 and/or property belonging to the Dow Ranch operations, including those held by Defendants.

15 SEVENTH CAUSE OF ACTION

16 BREACH OF LEASE

17 (By Plaintiff against All Defendants)

18 45. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
19 above in this Complaint as fully set forth herein.

20 46. Plaintiff and Defendant entered into the Lease as provided herein and attached as **Exhibit**
21 **B**.

22 47. Plaintiff did all, or substantially all of the significant things that the contract required him
23 to do, and was excused from his performance.

24 48. All conditions required by the Lease for Defendant remained as required conditions.

25 49. Defendant breached the Lease attached as **Exhibit B** by preventing Plaintiff access to the
26 real property subject to the Lease.

27 50. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered actual and
28 consequential damages in an amount to be determined at trial.

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EIGHTH CAUSE OF ACTION

BREACH OF LEASE

(By Plaintiff against All Defendants)

51. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs above in this Complaint as fully set forth herein.

52. Plaintiff and Defendant entered into the Lease as provided herein and attached as **Exhibit C**.

53. Plaintiff did all, or substantially all of the significant things that the contract required him to do, or was excused from his performance.

54. All conditions required by the Lease for Defendant remained as required conditions.

55. Defendant breached the Lease attached as **Exhibit C** by preventing Plaintiff access to the real property subject to the Lease.

56. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered actual and consequential damages in an amount to be determined at trial.

NINTH CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(By Plaintiff against All Defendants)

57. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs above in this Complaint as fully set forth herein.

58. Every contract and contract negotiation carries with it a covenant of good faith and fair dealing by the parties so as not to deprive them of the benefits of their agreement. The implied covenant imposes upon Defendant the duty to refrain from doing anything to render performance impossible, to do everything the agreement requires him to do to carry out the contract, and to deal fairly and honestly with Plaintiff throughout the duration of the contract.

59. Defendant breached the covenant of good faith and fair dealing in the contracts attached as **Exhibits B and C** by preventing Plaintiff access to the real property subject to the Leases and preventing Plaintiff's performance of certain contracts associated with those Leases.

60. Through Defendant's actions and conduct described herein, Defendant breached the implied covenant of good faith and fair dealing.

1 61. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered actual and
2 consequential damages in an amount to be determined at trial.

3 **TENTH CAUSE OF ACTION**

4 **PROMISSORY ESTOPPEL**

5 **(By Plaintiff against All Defendants)**

6 62. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
7 above in this Complaint as fully set forth herein.

8 63. At all relevant times mentioned herein, Defendant made clear and unambiguous promises
9 to Plaintiffs that that Plaintiff and Defendant would share profits and losses and would share
10 equally in the management of the Dow Ranch business operations.

11 64. Plaintiff has performed all conditions, covenants, and promises required to be performed on
12 his part in accordance with the terms and conditions of the contract.

13 65. On or about June 1, 2013, Defendant breached his promises by repudiating the existence of
14 the partnership and denying Plaintiff's interest in the partnership business and partnership assets,
15 and by converting partnership assets to his own use, those assets consisting of among other things,
16 bank accounts, and tools and equipment identified in **Exhibit A** attached hereto.

17 66. Plaintiff relied on Defendant's promises, and such reliance was reasonable on Plaintiff's
18 part and foreseeable on Defendant's part.

19 67. Plaintiff suffered substantial detriment as result of Defendant's unfulfilled promises
20 because Plaintiff expended substantial time, labor and financial resources in the Dow Ranch
21 business operations based on Defendant's promises.

22 68. As a direct and proximate result of Defendant's promises and Plaintiffs reliance thereon,
23 Plaintiffs seek specific performance of Defendant's promises, or in the alternative, Plaintiff seeks
24 the actual and consequential damages suffered in an amount to be determined at trial.

25 **ELEVENTH CAUSE OF ACTION**

26 **INTENTIONAL INTERFERENCE WITH ECONOMIC RELATIONSHIP**

27 **(By Plaintiff against All Defendants)**

28 69. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
above in this Complaint as fully set forth herein.

1 70. Over the course of the past several years, Plaintiff has entered into several agricultural
2 production agreements, as well as other NRCS and EQIP contracts to be performed on Dow Ranch
3 properties, including real property parcels leased pursuant to **Exhibits B and C**.

4 71. At all relevant times mentioned herein, Plaintiff performed on his agricultural agreements,
5 as well as the NRCS and EQIP contracts, and contributed the profits to, among other things, the
6 Dow Ranch business accounts.

7 72. Defendant knew of the above described contracts existing between Plaintiff and these third
8 parties, in that Defendant signed the leases attached as **Exhibit B and C** consenting to such
9 contracts.

10 73. Plaintiff can no longer perform on the contracts due to Defendant's interference with his
11 possession of the Dow Ranch properties and those identified in **Exhibits B and C**.

12 74. As a result of Defendant's conduct, Plaintiff has suffered damages in an amount according
13 to proof.

14 75. The aforementioned acts of Defendant was willful and malicious malicious. Plaintiff is
15 therefore entitled to punitive damages.

16 76. Defendant threaten to and unless restrained, will continue to disrupt the Plaintiff's contracts
17 and business relationships with third parties, to Plaintiff's great irreparable injury, for which
18 damages would not afford adequate relief, in that they would not completely compensate for the
19 injury to Plaintiff's business reputation and goodwill.

20 **TWELVTH CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 **(By Plaintiff against All Defendants)**

23 77. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
24 above in this Complaint as fully set forth herein.

25 78. Pursuant to California Labor Code sections 1194 and 1197, payment to an employee of less
26 than the applicable minimum wage for all hours worked in a payroll period is unlawful.

27 79. Defendant failed to pay Plaintiff minimum wages for all hours worked by, among other
28 things: requiring, permitting or suffering Plaintiff to work off the clock; requiring, permitting or
suffering Plaintiff to work through meal and rest breaks; illegally and inaccurately recording time

1 in which Plaintiff worked; failing to properly maintain Plaintiff's records; failing to provide
2 accurate itemized wage statements to Plaintiff for each pay period; and other methods to be
3 discovered.

4 80. Defendant's conduct described herein violates California Labor Code sections 1194 and
5 1197, among other things. As a proximate result of the aforementioned violations, Plaintiff has
6 been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor
7 Code sections 200, 203, 226, 558, 1194, 1194.2, 1197.1, and other applicable provisions under the
8 Labor Code and IWC Wage Orders, Plaintiff is entitled to recover the unpaid balance of wages
9 owed to them by Defendant, plus interest, penalties, attorneys' fees, expenses and costs of suit.

10 **THIRTEENTH CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME WAGES**

12 **(By Plaintiff against All Defendants)**

13 81. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
14 above in this Complaint as fully set forth herein.

15 82. Pursuant to California Labor Code sections 510 and 1194, Defendant is required to
16 compensate Plaintiff for all overtime, which is calculated at one and one-half (1 ½) times the
17 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours
18 per week, and for the first eight (8) hours on the seventh consecutive work day and for all hours
19 worked in excess of twelve (12) hours in any work day and for all hours worked in excess of eight
20 (8) hours on the seventh consecutive day of work in any workweek.

21 83. Plaintiff is non-exempt and entitled to the protections of California Labor Code sections
22 510 and 1194. Defendant failed to compensate Plaintiff for all overtime hours worked as required
23 under the foregoing provisions of the Labor Code by, among other things: failing to pay overtime
24 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code
25 sections 510 and 1194; requiring or permitting or suffering Plaintiff to work off the clock;
26 requiring, permitting or suffering Plaintiff to work through meal and rest breaks; illegally and
27 inaccurately recording time in which Plaintiff worked; failing to properly maintain Plaintiffs'
28 records; failing to provide accurate itemized wage statements to Plaintiffs for each pay period; and
other methods to be discovered.

1 84. In violation of California law, Defendant has knowingly and willfully refused to perform
2 its obligations to compensate Plaintiff for all wages earned and all hours worked. As a proximate
3 result, Plaintiff has suffered and continues to suffer, substantial losses related to the use and
4 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
5 to compel Defendant to fully perform its obligations under state law, all to their respective
6 damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

7 85. Defendant's conduct described herein violates California Labor Code section 510, 1194
8 and 1198. Therefore, pursuant to California Labor Code sections 200, 203, 226, 558, 194, 1194.2,
9 1197.1, and other applicable provisions under the California Labor Code, Plaintiff is entitled to
10 recover the unpaid balance of wages owed to him by Defendant, plus interest, penalties, attorneys'
11 fees, expenses and costs of suit.

12 **FOURTEENTH CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES DUE UPON DISCHARGED OR QUITTING EMPLOYEE**

14 **(By Plaintiff against All Defendants)**

15 86. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
16 above in this Complaint as fully set forth herein.

17 87. Pursuant to California Labor Code sections 201, 202, and 203, Defendant is required to pay
18 all earned and unpaid wages to an employee who is discharged. California Labor Code section
19 201 mandates that if an employer discharges an employee, the employee's wages accrued and
20 unpaid at the time of discharge are due and payable immediately.

21 88. Furthermore, pursuant to California Labor Code section 202, an employer is required to
22 pay all accrued wages due to an employee no later than seventy two (72) hours after the employee
23 quits his employment, unless the employee provides seventy two (72) hours notice of his intention
24 to quit, in which case the employee is entitled to his wages at the time of quitting.

25 89. California Labor Code section 203 provides that if any employer willfully fails to pay, in
26 accordance with California Labor Code sections 201 and 202, any wages of an employee who is
27 discharged or quits, the employer is liable for waiting time penalties in the form of continued
28 compensation to the employee at the same rate for up to thirty (30) work days.

1 90. Defendant has willfully failed to pay accrued wages and other compensation to Plaintiff in
2 accordance with California Labor code sections 201 and/or 202.

3 91. As a proximate result of Defendant's unlawful actions and conduct, Plaintiff has been
4 deprived of compensation in an amount according to proof at the time of trial, but in excess of the
5 jurisdiction of this Court, and is entitled to recovery of such amounts, plus interest thereon, and
6 attorneys' fees and costs pursuant to California Labor Code sections 194 and 2699.

7 **FIFTEENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**

9 **(By Plaintiff against All Defendants)**

10 92. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
11 above in this Complaint as fully set forth herein.

12 93. As part of Defendant's illegal payroll policies and practices to deprive Plaintiff all wages
13 earned and due, Defendant required, permitted or otherwise suffered Plaintiffs to take less than the
14 thirty (30) minute meal periods, or to work through them, and have failed to otherwise provide the
15 required meal periods to Plaintiff pursuant to California Labor Code sections 226.7 and 512.

16 94. Defendant further violated California Labor Code section 226.7 by willfully failing to
17 compensate Plaintiff for all hours worked during his meal periods.

18 95. Defendant further violated California Labor Code section 226.7 by failing to pay Plaintiff,
19 who was not provided with a meal period, one additional hour of compensation at Plaintiff's
20 regular rate of pay for each work day that a meal period was not provided.

21 96. Defendant further violated California Labor Code sections 226.7, 510, 1194 and 1197, by
22 failing to compensate Plaintiff for all hours worked during his meal breaks.

23 97. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an
24 amount according to proof at trial, and he is entitled to recover all wages earned and due, interest,
25 penalties, attorneys' fees, expenses and costs of suit.

26 **SIXTEENTH CAUSE OF ACTION**

27 **FAILURE TO PROVIDE REQUIRED REST PERIODS**

28 **(By Plaintiff against All Defendants)**

1 98. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs
2 above in this Complaint as fully set forth herein.

3 99. As part of Defendant's illegal payroll policies and practices to deprive Plaintiff all wages
4 earned and due, Defendant failed to rest periods to Plaintiff as required by California Labor Code
5 sections 226.7 and 512.

6 100. Defendant further violated California Labor Code section 226.7 by willfully failing
7 to compensate Plaintiff for all hours worked during his rest periods, or one additional hour of
8 compensation at Plaintiff's rate of pay for each work day that a rest period was not provided.

9 101. As a proximate result of the aforementioned violations, Plaintiff has been damaged
10 in an amount according to proof at trial, and he is entitled to recover all wages earned and due,
11 interest, penalties, attorneys' fees, expenses and costs of suit

12 **SEVENTEENTH CAUSE OF ACTION**

13 **FAILURE TO MAINTAIN REQUIRED RECORDS**

14 **(By Plaintiff against All Defendants)**

15 102. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the
16 paragraphs above in this Complaint as fully set forth herein.

17 103. As part of Defendant's illegal payroll policies and practices to deprive Plaintiff of
18 all wages earned and due, Defendant knowingly and intentionally failed to maintain records as
19 required under California Labor Code sections 226 and 1174, including but not limited to the
20 following records: totally daily hours worked by Plaintiff, applicable rates of pay, all deductions,
21 meal periods, time records showing when Plaintiff begins and ends each work period, and accurate
itemized statements.

22 104. As a proximate result of Defendant's unlawful actions and omissions, Plaintiffs
23 have been damaged in an amount according to proof at trial, and seeks all wages earned and due,
24 plus interest thereon. Additionally, Plaintiffs are entitled to all available statutory penalties,
25 including but not limited to civil penalties pursuant to California Labor Code section 226(e),
26 226.3 and 174.5, and an award of costs, expenses and reasonable attorneys' fees, including but not
27 limited to those provided in California Labor Code sections 226(e), as well as other available
28 remedies.

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EIGHTEENTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(By Plaintiff against All Defendants)

105. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs above in this Complaint as fully set forth herein.

106. Defendant routinely failed to provide Plaintiff with timely, accurate and itemized wage statements in writing showing his gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the employer, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate in violation of California Labor Code section 226.

107. As a proximate result of Defendant's unlawful actions and conduct, Plaintiff has been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff is entitled to all available statutory penalties pursuant to Labor Code sections 226(e), 226.3 and 174.5, and an award of costs, expenses, and reasonable attorney's fees, including but not limited to those provided in California Labor Code section 226(e), as well as other available remedies.

NINETEENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(By Plaintiff against All Defendants)

108. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs above in this Complaint as fully set forth herein.

109. California Labor Code section 2802 provides that an employer shall indemnify his employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his duties, or his obedience of the directions of the employer.

110. Defendant routinely failed to reimburse Plaintiff for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his duties in violation of California Labor Code section 2802.

111. As a proximate result of Defendant's unlawful actions and conduct, Plaintiff has been damaged in an amount according to proof at trial, and seek all wages earned and due, plus

1 interest thereon. Additionally, Plaintiff is entitled to all available statutory penalties pursuant to
2 Labor Code sections 2802, and an award of costs, expenses, and reasonable attorney's fees.

3 **TWENTIETH CAUSE OF ACTION**

4 **UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS &**
5 **PROFESSIONS CODE SECTION 17200 ET SEQ.**

6 **(By Plaintiff against All Defendants)**

7 112. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the
8 paragraphs above in this Complaint as fully set forth herein

9 113. Each and every one of Defendant's acts and omissions in violation of, among other
10 things, the California Labor Code alleged herein constitutes an unfair and unlawful business
11 practice under California Business & Professions Code section 17200 et seq.

12 114. As a result of Defendant's unfair and unlawful business practices, Defendant has
13 reaped unfair and illegal profits at the expense of Plaintiff. Defendant should be made to disgorge
14 his ill-gotten gains and to restore them to Plaintiff.

15 115. Defendant's unfair and unlawful business practices entitle Plaintiff to seek
16 preliminary and injunctive relief, including but not limited to order that Defendant account for,
17 disgorge, and restore to Plaintiff the wages and other compensation unlawfully withheld from him.
18 Plaintiff seeks restitution of all monies to be disgorged from Defendant in an amount according to
19 proof at the time of trial, but in excess of the jurisdiction of this Court.

20 **TWENTY-FIRST CAUSE OF ACTION**

21 **UNJUST ENRICHMENT**

22 **(By Plaintiff against All Defendants)**

23 116. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the
24 paragraphs above in this Complaint as fully set forth herein.

25 117. At the relevant times mentioned herein, Plaintiff conferred a benefit upon
26 Defendant by, among other things, contributing profits as a result of his management of the Dow
27 Ranch business operations, as well as possession of certain tools and equipment identified in
28 **Exhibit A.**

1 118. Defendant knowingly received, accepted and retained such benefits and has
2 retained the benefits for his own use.

3 119. Defendant has been unjustly enriched by the receipt of the profits, tools and
4 equipment, and has unlawfully retained the benefits conferred by Plaintiff.

5 120. It would be unjust and unconscionable to permit Defendant to be enriched at the
6 expense of Plaintiff by the retention of benefits that were wrongfully and unlawfully obtained from
7 Plaintiff.

8 121. Therefore, the Court is justified to order Defendant to refund the ill-gotten gains to
9 Plaintiff.

10 **TWENTY-SECOND CAUSE OF ACTION**

11 **FORCIBLE DETAINER**

12 **(By Plaintiff against All Defendants)**

13 122. On or about May 31, 2013, Plaintiff was in peaceful possession of the real property
14 parcels subject to **Exhibits B and C**.

15 123. On or about that same day, Defendant forcibly prevented Plaintiff from regaining
16 possession of the real property described herein. By such forcible detainer, Plaintiff has been
17 deprived of possession of the real property parcels.

18 124. Defendant has remained and continues to remain, without Plaintiff's consent, in
19 possession of the real property parcels up to and including the date of the verification of this
20 complaint and is threatening to remain permanently in possession of the premises and its contents.

21 125. The reasonable value of use of the real property parcels has been in excess of a
22 daily amount according to proof. Damages have accrued at that daily rate since the date of the
23 forcible detainer and will continue to accrue to Plaintiff at that rate until possession of the premises
24 is restored to the Plaintiff.

25 126. Defendant, fully knowing and consequence of its actions, acted intentionally and
26 with malice to forcibly detain and deprive the Plaintiff of the Premises and its contents and
27 therefore Plaintiff is entitled to statutory damages of up to \$600.00 pursuant to California Code of
28 Civil Procedure, section 1174(b).

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

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With respect to the first cause of action:

1. A declaration regarding the ownership of the tools.

With respect to the second cause of action:

1. For an order declaring that Defendant holds the Premises in trust for Plaintiff.

With respect to the third causes of action:

1. For damages according to proof;
2. For punitive damages.

With respect to the fourth and fifth causes of action:

1. For damages according to proof.

With respect to the sixth cause of action:

1. For an order demanding an accounting.

With respect to the seventh, eighth and ninth causes of action:

1. For damages according to proof.

With respect to the tenth cause of action:

1. For an order requiring performance on the promises alleged herein, or in the alternative, damages according to proof.

With respect to the eleventh cause of action;

1. For an order requiring Defendant(s), and each of them, to show cause, if any they have, why they should not be enjoined as set forth below, during the pendency of this action;
2. For a temporary restraining order, a preliminary injunction, and a permanent injunction, all enjoining Defendant from preventing or interfering with Plaintiff's Leases and contracts alleged herein.

With respect to the twelfth through nineteenth causes of action:

1. Damages according to proof;
2. Statutory damages and/or penalties;
3. Restitution of all monies due to Plaintiff;
4. Liquidated damages;

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- 5. Preliminary and injunctive relief enjoining Defendant from violating the relevant provisions of the California Labor Code;
- 6. For Interest;
- 7. For punitive damages;
- 8. For Attorney's fees.

With respect to the twentieth cause of action:

- 1. For an order disgorging ill-gotten gains and restoring said ill-gotten gains to Plaintiff;
- 2. For order enjoining Defendant from any further unlawful business practices;

With respect to the twenty-first cause of action:

- 1. For an order restoring ill-gotten gains;

With respect to the twenty-second cause of action:

- 1. For possession of the Premises;
- 2. For damages according to proof for each day Defendant has continued in possession of the premises;
- 3. For \$600.00 statutory damages;

With respect to all causes of action:

- 2. For costs of suit herein incurred; and
- 3. For such other and further relief as the court may deem proper.

DATED: September 25, 2013

CALLAHAN, THOMPSON, SHERMAN & CAUDILL, LLP

By

DOUGLAS A. WRIGHT
Attorneys for Plaintiff
WILLIS DOW

	A
1	CIH 9150 Tractor
2	Miskin SPC scraper #1 #2
3	Laser system GCS 21
4	Laser transmitter tripod stick receiver
5	New Holland 1085 Harrowbed
6	Rail Road Iron Drag w/tires
7	rail road iron drag w/cables Toscani Ranch
8	14' brush rake yellow
9	16' dozer blade w/rams and controls
10	CAT 30 tractor w/blade
11	CAT D2 tractor
12	Minneapolis Moline ZB tractor
13	IH 544 Hydro
14	Case VAC
15	IH TD6
16	Fordson steel wheel
17	Cockshut 40
18	46 Chevy flat bed truck
19	WW2 Army Jeep
20	Disc plow
21	IH corn planter 800 6 row
22	Clamco fertilizer boxes 3
23	650 gal. fuel tank on wheels yellow
24	spools of cable at feed lot
25	Kenworth Cabover w/ fertilizer box CA plate #GM07163
26	Wild Cat compose turner and new parts
27	550 tank silver
28	Tool box for truck bed 3 total ALU
29	model 30 1/2 ton chain winch
30	Skeloton bucket cat 950
31	Rock screen
32	Spare tires and rims for scrapers
33	2000 gal. fuel tank silver
34	6' disc
35	Post hole auger Zack has
36	Sears tool set
37	CIH 9150 Draw Bar black
38	Strathmore dics 8' #6330
39	Red fuel tank
40	Flotation tires 6 total
41	Pull cables
42	Mine truck tires 28 total
43	Honda ATV green
44	Dodge axle Dana 60
45	Fuel tank 100 gal on wheels
46	Siphion pipe 4" 6" and some 3"

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47	Miller disc 18'
48	4 dully wheels 245 75 16 tires
49	Milwaukee Band saw 678C49730-384
50	KEM Plot seeder #SO9996
51	2001 Dodge truck
52	Land pride 120 seeder
53	Honda XR250 motorcycle
54	Barrel Dolly and Stand red
55	Laser valve
56	Dodge truck parts
57	Some oil filters
58	2" water valve and couplers
59	300 gal. tank and trailer #0149849
60	oil tanks 6, stand, pump
61	Cabinet rack and tools chains file cabinet united rentals
62	ATV tires
63	Loader tires 20.5 x 25
64	Fire suppression water gun
65	JD weed eater
66	Huscauarna chain saw
67	tractor top link CAT #1
68	Chains and binders painted white
69	Border disc at Toscani Ranch #4
70	Brush rake for 450 JD CAT
71	*Miller disc2XG4205 Broken front axle, support and bearring
72	* Cat D6B #3 #44A1961 Left side will not drive
73	*Laser power cable broken
74	*Miskin scraper #2 broken apron & bucket hinge
75	Power broom sweeper w/100 gal. tank
76	McFariane blanket harrow 5/8 and tool bar
77	Chevy flat bed 30 blue
78	Chevy 1978 Black 4x4 ca plate #3AU1188
79	Chevy truck 2wd brown
80	Melrow 14' grain drill
81	4 black steek rims 10x15 five lug
82	18 used truck tires 11R 24.5
83	refrigerator white @ Elliots house
84	Air Compressor black with koler motor
85	Tye pasture pleaser seeder
86	Tire chains 3 sets for backhoe front and rear
87	Case wayn roy attachment
88	4 axles from bullseye
89	tow/ lifting cables from bullseye
90	Sisu Yard goat truck #2FE4LH0501AA2007
91	JD 16' platform header #H00915P625620
92	US motor and VF drive for toscani ranch

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93	4" brass valve
94	Parts cleaner red
95	oil cans, porta power, trash can, floor matts, power snake
96	Goodall antifreeze recycler
97	Fuel Stand white
98	5 metal pipe feeders
99	2 metal tables 15'
100	propane tank silver
101	Wood stove w/water heater
102	MF 1100 tractor parts tractor goes back to bullseye
103	New holland 2 row corn header
104	Hay tedder 3 pt orange
105	GMC Fuel truck #EM5640V C8847E
106	24' foot harrow pipe
107	Joker M15 speed disc #15010018
108	Nitrogen gas tank
109	A/C tool box and ac oil
110	Truck air compressor from IH
111	Delta truck boxes 2
112	Miskin scraper bushing and draw bar plate
113	Laser valves RexRoth hoses and cables
114	Hyd valve and cyl for 16' dozer
115	Cat 30 brush rake
116	22' flatbed w/ ca plate #6M07163
117	4 super single tires 22.5" rim size
118	Isiu pup truck
119	Toscani Dam #50 dam uprights
120	Boarder disc parts
121	*= needs repair to be paid by DOW RANCH

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1	JCB backhoe 1700B
2	Kenworth truck T600
3	Kenworth truck red
4	Peterbilt truck brown 318
5	Cattle trailers
6	Hay Trailers
7	8000-12000gal Fuel tanks w/honda pump #1 -#6
8	Case IH MxM 140 tractor
9	MF 285 tractor
10	IH 584 tractor
11	Allis Chalmers Forklift #111544
12	Ford 9N forklift
13	CAT D6B #1
14	Austin western grader P 300 #1
15	Drag line
16	JD combine 7700
17	IH combine 1460 #17002314032119
18	Kubota RTV 900
19	Kubota 105 x tractor #M105X50215
20	Great Plains 1300 F drill w/ alfalfa press wheels
21	Towner drag disc #1
22	JD drag disc 14'
23	Kirby feed box #1 #2
24	Chevy C70 truck w/feed box 420
25	Brillion rolling Harrow
26	IH 400 tractor HI crop
27	Case 430 tractor
28	Garlic bulker
29	CAT D7 #1 #2 - #2 shared ownership w/Don Dow
30	CAT D8 2U
31	Michagan loader forks and bucket
32	AC ripper
33	JD combine 95 #1 #2
34	Drad Scraper 10' on wheels
35	Old Ford welding truck
36	Border disc #1 #3
37	Spreder boxes #1 #2 white
38	Heard 3 pt spreder box
39	Gearmore 3pt cement mixer
40	Ace 1000 gal. sprayer
41	240 gal. 3 pt sprayer
42	60 gal. 3 pt sprayer hand gun
43	Marvin 90' land plane
44	Old IH dump trucks L200 #1blue & #2green
45	IH 400 tractor HI crop
46	ONC Dry vantrailer

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47	Freeman bailer 370 #1
48	MF 245 tractor #9A326052
49	IH TD6 dozer #1 #2
50	Dodge truck green 1996
51	Ford truck Diesel F350 2wd blue/white
52	Bear Cat roller mill
53	Rail road iron drag with ancr chain
54	New house C5000 big bale chopper #1 #0027
55	Grain ark w/ diesel motor
56	Minneapolis Moline tractor Z model
57	Yellow gooseneck flatbed trailer 3 axle
58	40" furrowing out bar
59	15' ring roller
60	12' ring roller
61	15' smooth roller
62	Post hole auger
63	Crisafulli Ditch pump #1 #11132
64	IH Ditch pump orange
65	Manure spreder
66	JD field cultivator Broken
67	Cotton trailer Feed wagons #1, 2, 3, 4
68	Railroad ties behind shop
69	Sprinkler pipe hand line/main line 8", 10" 12" Wheel lines
70	Shop tools
71	Miller welder 250 #1
72	Lincon welder
73	Cattle loading shute portable
74	Honda pressure washer #1
75	Grain cart Yellow
76	Yale Hay squeeze
77	Water Winch 45
78	6' ring roller
79	Haun 40" furrowing Bar w/ markers
80	Latorno Cable scrapers #1 #2
81	5 fuel pumps behind shop
82	7 junk diesel motors
83	Ford F250 Brown 4x4
84	Concret pipe 10" -36"
85	Ford booster pump
86	Towner drag disc 10'
87	Disc trailer
88	Woods 14' mower on wheels
89	Brush Hog wood spliter
90	Water measuring parshalls #1 #2
91	JD section harrows #1 #2
92	JD single bottom plow

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93	MF two botttom plow
94	Lowboy traler yellow two axle #6-3892
95	Lowboy traler yellow single axle
96	Band Saw metal
97	Press
98	Old Press
99	Drill Press
100	Meatal break
101	Leathe
102	Battery/ alt tester
103	Air powered greese gun
104	tractor books and manuals
105	Air Blast tank
106	Ford 9N long forks
107	Pipe trailer #1
108	Metal bins 4x4 seed boxes
109	Calf chute
110	Dodge flatbed yellow 4x4
111	forklift forks for Yale
112	Fertlizer tank on wheels 10,000gal
113	Nurse tank 2600 gal
114	Ford f100 red
115	Ford F350 2wd white flatbed
116	10"mainline w/clamps est 85 joints
117	Melrow 388 pickup header
118	JD 430 tractor
119	Teco cattle chute #1 #2
120	Rail road ties behind shop
121	smooth roller 11'

	A	B
1	BOTH	JD8760 tractor #2 #RW8760P001395
2	WD	Colt Pup trailer for dump truck #293S3329YS0700001
3	WD	JD 714 Chisle plow #N00714X002441
4	WD	Miskin Sp 313 laser scraper #21751
5	WD	CAT D7 #3
6	BOTH	MF tractor 1105 9B-43138
7	WD	Porter Laser tower #3
8	JD	Mitsubishi MS 120 excavator #9211 with WD motor#354U376280L
9	WD	John Deer 6200 tractor #L06200M116627
10	BOTH	CAT 938G Loader #6WS00M116627
11	JD	Gooseneck stock trailer white
12	WD	JD 450 dozer #2897717
13	JD	76 GMC 2wd TCT1462515539
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1	WD	18' Rubber tire roller
2	WD	tub grinder #861185
3	WD	Lilliston no till drill #1, #6359 #2 w/hitch
4	WD	MacDon 972Harvest Header #122559
5	WD	Unverterth Header cart #07-393
6	WD	JD pickup header #H00200X582969
7	WD	IH corn planter parts 9+ pallets
8	WD	Grerat Plains 1500 drill #GP-11550C
9	WD	CIH corn planter 955 #JAG1010271
10	WD	IH 1900 water truck #1HTLDZ5P1K4642374 CA plate #3T34896
11	WD	IH 1210 2wd truck #3H2L0CHB57967
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1	WD	CIH Mx 120 tractor #1 #DEG0022G88
2	BOTH	CIH Mx 120 tractor #2
3	WD	JCB 426 Loader # SLP42600VE0531367
4	WD	Komatsu PC120-6 excavator #51909
5	JD	Komatsu 140 Backhoe # 140F10887
6	WD	Komatsu/Gallion road grader # 1FDPF80CX SUA68796
7	JD	IH dump truck 2600S # 1HTZVFHR9AHHA19924 CA plate 5905B1
8	JD	Lowboy trailer 20HALX Eager beaver #112H5V305WL051193
9	BOTH	CIH 8940 tractor #JJA0078234
10	JD	CIH 9250 tractor #JEE0034064
11	JD	JCB 940 forklift #SPL9402WE0663690
12	BOTH	CIH 7110 tractor w/loader # JJA0025694
13	JD	CIH 7230 tractor #JJA0069036
14	BOTH	JD 8760 tractor #1 #RW8760P002291
15	BOTH	16 Marvin Laser Drag scraper w/laser EQ #512-52
16	BOTH	David Koenig 450 ripper #97110
17	WD	1986 Dodge 3500 4X4 flatbed
18	BOTH	Fertilizer auger for dump truck
19	JD	JD 350 grain elevator
20	BOTH	Luck Now Feed mixer
21	JD	JD 8870 combine #1 #415353
22	BOTH	JD 8820 combine #2, #3
23	JD	New house big bale chopper C5000 #2 #0376
24	WD	New holland TM 140 tractor
25	BOTH	MacDon 9352 Swather #3 # 144992 trade from WD MacDon 9000
26	BOTH	CIH 770 Disc 12' #CCF0007793
27	BOTH	Porter welding drag scraper #HDS101043
28	WD	3pt Box Scraper yellow
29	JD	Grain silo from Zinn
30	BOTH	CAT D6B #2
31	JD	1991 Ford F350 flatbed #1FDKF38MXMKA98315
32	BOTH	Kuhn rake 701
33	JD	Darwt wheel rake #1, #2
34	BOTH	Darwt wheel rake #3
35	BOTH	MF big bailer w/accumalator #AGCM21700CHB04669
36	JD	Challenger big bailer w/accumalator # AGCCLB34BCHB04176
37	BOTH	Pro AG 12SR bale scoop
38	JD	McCormick tractor 115
39	WD	Garlic planter # 1994-044
40	WD	Woods 14' mower
41	JD	Ford 800 dump truck #2FDPF80CX SVA68796 CA plate 8J94017
42	JD	Ford Ranger #1
43	WD	Ford Ranger #2 lumber rack
44	JD	Chevy 3500
45	WD	Ford Ranger # 3 4X4 WD ranch truck
46	BOTH	Great Northern 26' flatbed trailer

	A	B
47	JD	CAT 216 bobcat & attachments
48	JD	Polaris Ranger ATV 6X6
49	BOTH	Y&J ditcher 300-A #5761 #1
50	WD	JD 440 Disc #010109
51	BOTH	Hardi sprayer
52	BOTH	Crisafulli Ditch pump #2 #14922 #3
53	WD	Schultz Batwing mower
54	BOTH	Equipment mover green w/5th wheel plate
55	WD	Corrals at Toscani Ranch
56	WD	V Ditcher #2
57	JD	Feeder box 4 aguer white
58	BOTH	Alfa Gold RV trailer
59	BOTH	Power river gate and estimated 25 pannles
60	BOTH	Disc furrowing bar with marker arms red #941
61	BOTH	Fuel tanks 2000gal- 6000gal #1 #2 #3 #4
62	BOTH	Miskin 512 Laser scraper #20693
63	WD	CIH 4240 tractor w/loader and mower
64	BOTH	Seed alfalfa planter w/JD 71 bottoms 4Gandy box
65	JD	Fuel tank 1000 gal w/ stand
66	JD	JD corn planter 71 6 row
67	JD	Clamco fertilizer box on tool bar
68	WD	Fertitizer belt
69	BOTH	Honda ATV's 1-15 maby 16?
70	BOTH	Clipper seed cleaners #1 super 57 BD ,#2 super 57 parts , #3 D29
71	BOTH	938 G loader bucket GP
72	JD	Komatsu 120 bucket 42"
73	JD	Komatsu 120 bucket smooth ditch
74	WD	Komatsu 120 packer wheel
75	BOTH	Ditch pump Berkeley propane motor
76	BOTH	Towner Drag Disc #2
77	BOTH	Great Plains discovator
78	BOTH	CIH Ecolotiger disc ripper # ET530JFH0024411
79	JD	JD spring tooth 30'
80	JD	Red Dragon flamer Propane tank on trailer
81	JD	New Holland PT? Clumper? roller
82	JD	JD 7410 tractor #RW7410H039006
83	JD	GPS tractor systems #1,#2,#3
84	BOTH	Chandler fertilizer Spreder # 22963
85	BOTH	MacDon 9352 swathers #A #151426 #B #151427
86	BOTH	Kirby feed box w/out axles #1 #2
87	JD	2006 Dodge 3500 4X4 white
88	JD	Dodge 1500 4x4 2003 or 2004 black
89	JD	VW Jetta car blue
90	JD	LinconRanger 250 welder portable trailer
91	JD	Miller tiltbed trailer
92	JD	Ditch lining Material pond liner

	A	B
93	BOTH	Siphon pipe 6" estimated 35+
94	BOTH	Wheel Line Mallery Ranch #1 to #8
95	BOTH	JD booster pump #1,#2
96	BOTH	JD Engines #1 #2 #3
97	JD	CIH engines #1 one is new #2 #3
98	BOTH	6" ALU mainline Mallery Ranch
99	JD	Bonder disc #2
100	BOTH	Pipe 24", 18" 30" concrete structures and head gates
101	JD	Miller 250 Welder #2
102	BOTH	Plasma cutter
103	BOTH	Shop tools
104	JD	Coats Tire changer
105	BOTH	Chains and binders
106	JD	Cat pumps Pressure washer #2
107	JD	Honda generator #1 - #5
108	JD	Snap on battery charger
109	BOTH	Dave Koenig 16' roller #03131289
110	WD	Marvin Land plane 14' x40' #052-647
111	BOTH	Laser tower #1 #2 blue
112	WD	Komatsu 24" bucket
113	WD	Komatsu 17" bucket
114	BOTH	Best way sprayer #28091-11
115	JD	Fuel tank 550 gal and stand
116	BOTH	Furrowing out bar 3row 60"
117	BOTH	Richardton Dump wagon
118	BOTH	Kirby big bale feeder
119	JD	Blanket Harrow
120	WD	CIH JX 1075c tractor #HJH013444
121	BOTH	Murphy 16' platform scale
122	BOTH	CAT squeeze 225 #70Y00712
123	BOTH	Freeman Forklift & squeeze clamp
124	WD	Semi trailer for bridge crossings #1,2,3
125	WD	Bridge lumber for decks
126	BOTH	Steel building #1,#2 unassembled
127	WD	Trimble laser system GS21
128	BOTH	CAT D2 Don's old CAT
129	JD	Toyota truck white #5TENL42N93Z230590
130	JD	Berkely PTO pump 6" #G160699
131	BOTH	Lilliston 4row 40" cultivator #1
132	BOTH	Lilliston 4row 40" cultivator #2
133	BOTH	Lillaston cultivator parts
134	BOTH	Matthews flail mower
135	BOTH	3pt Tool bar green
136	WD	2 New tires 19.5x24
137	JD	Alfalfa Seed Round up Ready 2250lbs
138	JD	Triticale Seed from Messerli Farms

	A	B
139	JD	LV6 24-D Barrels
140	JD	Copper Wire for 2 AG wells conversion to electric
141	JD	Fertilizer 11/52
142	JD	Fertilizer Urea
143	JD	Fertilizer Sulfer
144	JD	Ag Bagger
145	BOTH	Polly tank for truck and pump 300gal
146	WD	pesticides in SCN tote
147	JD	Honcho plus tote
148	JD	Prowl H2o tote
149	BOTH	Hay stack tarps #1- #5
150	BOTH	4 new tractor tires AGRIMAX 20.8x42
151	JD	Jumping Jack wacker
152	JD	Weed wiper
153	JD	CIH 710 loader
154	JD	2 Good year 18.4x42 tires and rims
155	BOTH	Freeman baler pressure kit
156	JD	Austin Western graders #2 #514
157	BOTH	2 new tractor tires 18.4x42 AGRIMAX
158	WD	Berkely pump and hyd drive motor
159	BOTH	Buzz saw w/extra blades
160	BOTH	CIH magnum tractor weights
161	JD	Kubota weights
162	WD	New Holland Weights
163	BOTH	CIH MX weights
164	BOTH	Wayn roy ditch cleaning bucket
165	BOTH	Pump Screens
166	WD	JCB loader pallet forks
167	WD	JCB loader hay fork
168	JD	Dave Koenig ripper draw bar
169	BOTH	Tye drill 15' and parts
170	JD	Gearheads #1- #6 behind shop
171	JD	Electric motor for wells behind shop #1- #5
172	JD	Detroit Diesel 8v71
173	JD	Detroit Diesel 8v71 yellow
174	BOTH	Perkins 354 don's well
175	JD	Perkins 354 #2-#3
176	JD	Ford motor
177	BOTH	New Holland Motor
178	BOTH	Polly tanks 2100 gal #1 #2
179	JD	Forks for Cat lift
180	JD	Forks for Yale lift
181	BOTH	2 tires and wheels 14.9x46
182	BOTH	Bazooka grain aguer on wheels
183	JD	Big Baler roller chute
184	JD	6 Used tractor tires 20.8x38

	A	B
185	BOTH	Bale fork for JCB forklift
186	BOTH	8 new 12' gates
187	BOTH	New Holland 892 corn chopper w/ pickup header
188	BOTH	7 Yellow jacket water control gates for Toscani ranch
189	JD	4 Bazooka aguers broken
190	BOTH	Misc oil, air, hyd, fuel filters
191	BOTH	Ladders #1-#5
192	JD	Baling twine Bridon 3+ pallets
193	WD	Dozer for Komatsu road grader
194	JD	Para Shot 3.0 Defoilant tote
195	BOTH	Ford F 250 white 4x4
196	JD	Trailer dolly Blue
197	BOTH	Rubber Matting 7+ rolls
198	WD	Gilmore Tatge auger w/ hyd motor
199	JD	1000gal fuel tanks #1-#4
200	JD	550gal fuel tanks #1- #5
201	BOTH	Waterman headgates Used #1- #8
202	BOTH	Siphon pipe 1" 2" 3" 4" 5" estimated 150+
203	WD	MacDon 922 extra header w/ conditioner #151924
204	JD	David Bradley Wagon
205	JD	JD wagon
206	JD	4 wheeled cotton wagon #1-#3
207	JD	Freeman 370 baler #2
208	JD	CF dry vans #1-#6
209	JD	2 Dry vans @JD house
210	JD	Leaf cutter bees
211	JD	Bee trailers
212	JD	Bee huts
213	BOTH	Bee Dry Vans
214	JD	Clean Bee boards
215	JD	used Bee boards
216	JD	1500 gal nurse tank
217	BOTH	Air compressor Green preator 420
218	JD	ATV ramps #1-#3
219	JD	Floor Jacks #1 #2
220	BOTH	Napa compressor 2 stage
221	JD	Torch set #1 #2
222	WD	A/C freon 134 tanks
223	BOTH	Shop vac #1 #2 #3
224	JD	Chop saw
225	JD	Welding table w/ vice
226	BOTH	Bulk oil tanks w/ pumps
227	JD	Cheeta Air blast
228	BOTH	tire iron hammer and tools
229	JD	solvent tank
230	JD	Air compressor from feedlot

	A	B
231	BOTH	Snap on hand tools and tool box
232	JD	Bolts bin metric
233	JD	bolts bin SAE
234	BOTH	Bottlejacks 10+
235	BOTH	Power hand tools
236	JD	Puller set
237	BOTH	air impack tools
238	JD	HYD porta power
239	JD	HYD testing tool box
240	BOTH	fork lift extensions
241	JD	electric fence chargers
242	JD	electric fence posts
243	JD	electric fence wire
244	JD	5 old Shop lights
245	JD	Chemical storage inventory
246	BOTH	back pack sprayers
247	BOTH	honda pumps and hoses
248	JD	Round up power max tote
249	JD	24-D LOV 6 ester totes
250	BOTH	oil shed oil inventory
251	JD	New Car trailer???
252	BOTH	1500gal tank and wood stand
253	BOTH	auger attachment at feedlot
254	BOTH	semi flatbed trailer white
255	JD	Rail Road ties at feedlot
256	BOTH	Alum pipe at feedlot
257	JD	wood polls at feedlot
258	BOTH	Seed cleaner augers
259	JD	Air compressor w/ honda ROL-AIR #1 #2
260	BOTH	Air compressor IR
261	JD	Pro Air Compressor
262	JD	AIRCO welder
263	WD	Chemical mixing cone
264	BOTH	3000 gal polly tank
265	BOTH	4000+ gal polly tank
266	WD	IH truck yellow
267	WD	blanket harrow 12'
268	BOTH	semi trailer for fertilizer storage
269	JD	Border roller nickle iron works???
270	BOTH	12" PVC pipe
271	BOTH	Pipe trailer #2
272	WD	Ground assphalt 30+ yards
273	WD	pipe rollers for cattle
274	BOTH	old well pulled out at toscani ranch
275	JD	Allice Charmers Diesel motor
276	BOTH	pipe 8" w/ headgates at Mallery ranch

	A	B
277	BOTH	Pipe 12" w/ slide gates for Toscani Ranch but used at Home Ranch
278	BOTH	5 squarl traps
279	WD	10+ 4" flex hose for wheel lines
280	BOTH	4" ALUM drag pipe for wheel lines
281	BOTH	CIH PT crumbler JFH0024649
282	BOTH	1000gal fuel tank on trailer Mallery
283	JD	550 fuel tank Mallery
284	BOTH	2000gal fuel tank Mallery
285	BOTH	Reinke pivot #1 0910-C45715
286	BOTH	Reinke pivot #2 1011-649246
287	JD	Johnston V Ditcher #3
288	BOTH	ALL new electric motors at all ranches
289	BOTH	Double wide trailer Hunters Lodge

LANDOWNER AGREEMENT

I/We, JAY S DOW JR

Owner (s) of Farm # 1110 Tract # 220, 229 and /or APN _____

Address: _____ Phone# _____

give permission to allow (participant name) Willis Dow

to install, operate and maintain structural and/or vegetative conservation practices on the land described above. This permission is granted for the expected life span of the conservation practice(s), as defined in the EQIP contract.



Owners Signature
JAY DOW

3/19/12

Date

Owners Signature

Date