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**FILED**

by Superior Court of California  
County of Los Angeles on

**01/25/17**

Sheri R. Carter, Executive Officer/Clerk

By *Kristina Vargas* Deputy  
Kristina Vargas

1 Bruce L. Schechter, Esq. [SBN: 101929]  
2 Khail A. Parris, Esq. [SBN: 307296]  
3 Brittney M. Schneider, Esq. [SBN: 306987]  
**PARRIS LAW FIRM**  
4 43364 10th Street West  
Lancaster, California 93534  
5 Telephone: (661) 949-2595  
Facsimile: (661) 949-7524

6 Attorneys for Plaintiffs

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

11 PETER ALFARO and SILVIA ALFARO,

12 Plaintiffs,

13 v.

14 WEYERHAEUSER COMPANY and  
15 DOES 1 through 50, inclusive,

16 Defendants.

CASE NO.: BC646685

**COMPLAINT FOR DAMAGES**

- 1. **Negligence**
- 2. **Negligent Hiring, Supervision and Retention**
- 3. **Loss of Consortium**

**DEMAND FOR TRIAL BY JURY**

25 COMES NOW plaintiffs, PETER ALFARO and SILVIA ALFARO, and allege as  
26 follows:

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**I.****PARTIES**

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3 1. At all relevant times, plaintiff PETER ALFARO (hereinafter referred to as  
4 “PETER”) was an individual residing in the City of Lancaster, County of Los Angeles, State of  
5 California.

6 2. At all relevant times, plaintiff SILVIA ALFARO (hereinafter referred to as  
7 “SILVIA”) was an individual residing in the City of Lancaster, County of Los Angeles, State of  
8 California.

9 3. At all relevant times, plaintiff PETER and SILVIA were, and are, husband and  
10 wife.

11 4. All relevant times, defendant WEYERHAEUSER COMPANY (hereinafter  
12 referred to as “WEYERHAEUSER”), is a corporation duly organized and existing under and by  
13 virtue of the laws of the State of Washington. WEYERHAEUSER is registered as a foreign  
14 corporation and is authorized to do business in the State of California by virtue of said  
15 Corporation Service Company registration.

16 5. WEYERHAEUSER owns timberland trees and manufactures wood and cellulose  
17 fiber products.

18 6. The true names or capacities, whether individual, corporate, associate, or  
19 otherwise, of defendant DOES 1 through 50, inclusive, are unknown to Plaintiffs, who therefore  
20 sue said Defendants by such fictitious names. Plaintiffs are informed and believe and thereon  
21 allege that each of the Defendants sued herein as a DOE is legally responsible in some manner  
22 for the events and happenings referred to herein, and Plaintiffs will ask leave of this court to  
23 amend this complaint to insert their true names when the same become known to him.

24 7. At all relevant times, herein, defendant DOES 1 through 50, and each of them,  
25 were duly appointed employees, officers and/or agents of Defendants and at all times mentioned  
26 herein were acting under color of law, to wit, under the color of the statutes, ordinances,  
27 regulations, policies, customs, and usages of said Defendants.

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**II.****FACTS COMMON TO ALL CAUSES OF ACTION**

8. On or about October 26, 2015, defendants WEYERHAEUSER and DOES 1-50 designed, owned, controlled, maintained and/or supervised the area at 27027 Weyerhauser Way (hereinafter referred to as "INCIDENT SITE"), in the City of Santa Clarita, County of Los Angeles, State of California.

9. On or about October 26, 2015, PETER was working as a truck driver for Gardner Trucking, Inc., which required PETER to pick up lumber from the INCIDENT SITE.

10. The lumber was loaded onto the truck by a WEYERHAEUSER employee.

11. This employee was not provided the proper training to perform the job safely, effectively, and properly.

12. Prior to leaving the INCIDENT SITE, PETER inspected his truck and trailer and prepared to strap down the load of lumber that had been placed on the trailer. As PETER inspected the trailer, the load of lumber fell onto him. PETER was helplessly trapped and pinned under the load of lumber for almost an hour before being discovered.

13. At the INCIDENT SITE, defendants WEYERHAEUSER and DOES 1-50, and its agents and employees, failed to properly secure the load of lumber, which would have prevented this incident.

**III.****FIRST CAUSE OF ACTION – NEGLIGENCE  
(BY PLAINTIFF PETER AGAINST ALL DEFENDANTS)**

14. Plaintiff PETER incorporates herein by reference each and every allegation contained in the preceding paragraphs as though the same were set forth in full herein.

15. At all times herein mentioned, Defendants, and each of them, owed a duty of care to Plaintiff to act in a reasonable, prudent, and careful manner in the ownership, operation, maintenance, and control of the INCIDENT SITE so as to avoid causing harm or creating a foreseeable risk of harm to others, including Plaintiff.

16. On or about October 26, 2015, PETER was working for Gardner Trucking, Inc. picking up a load of lumber at the INCIDENT SITE in a reasonable, careful, and prudent

1 manner. Defendants, and each of them, and their agents negligently and carelessly loaded the  
2 trailer in a manner that created a foreseeable risk of harm to the Plaintiff.

3 17. WEYERHAEUSER, and its agents were aware that lumber would fall off of the  
4 trailer if not properly loaded prior to October 26, 2015.

5 18. WEYERHAEUSER, and its agents had been informed of the safety risks caused  
6 by their negligence, negligent training, and careless actions prior to October 26, 2015.

7 19. WEYERHAEUSER, and its agents, at all times mentioned, acted with a willful  
8 disregard for the rights and safety of the Plaintiff and others.

9 20. As a proximate result of the negligence and carelessness of the Defendants,  
10 plaintiff PETER received sever injuries to his body. The injuries received by Plaintiff have  
11 greatly impaired his health, strength, and activity, and have caused and continue to cause him  
12 great mental, physical, and nervous pain and suffering, all to his damage in an amount according  
13 to proof.

14 21. As a further, direct and proximate result of the negligence of the Defendants,  
15 plaintiff PETER was required to and did employ, and continues to employ physicians and other  
16 for medical care of his injuries, and did incur medical and incidental expenses in an amount  
17 according to proof. Plaintiff PETER is informed and alleges that he will incur further medical  
18 and incidental expenses for the care and treatment of his injuries, all to his further damage in an  
19 amount according to proof.

20 22. As a further, direct and proximate result of the negligence of the Defendants,  
21 plaintiff PETER was prevented from performing his usual occupation and has suffered a  
22 reduction in his capacity to work, and as a result has damages in an amount according to proof.  
23 Plaintiff PETER is informed and believes, and on such information and belief alleges that as a  
24 result of the negligence of Defendants, he will, in the future, be prevented from attending his  
25 usual occupation and will have a reduced capacity to earn income all to his further damage in an  
26 amount according to proof.

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1 **IV.**  
2 **SECOND CAUSE OF ACTION - NEGLIGENT HIRING, SUPERVISION AND**  
3 **RETENTION**  
4 **(BY PLAINTIFF PETER AGAINST ALL DEFENDANTS)**

5 23. Plaintiff PETER incorporates herein by reference each and every allegation  
6 contained in the preceding paragraphs as though the same were set forth in full herein.

7 24. Plaintiff PETER is informed and believes, and thereupon alleges, that  
8 WEYERHAEUSER and DOES 1-50 owed a duty to plaintiff PETER to hire employees and  
9 contractors who are competent and specifically trained to properly secure a load of lumber on  
10 and upon the property owned, operated, maintained, and/or leased by defendants  
11 WEYERHAEUSER and DOES 1-50 and the property brought onto defendants  
12 WEYERHAEUSER and DOES 1-50's INCIDENT SITE in a safe and prudent manner and not  
13 to create a dangerous condition.

14 25. Plaintiff PETER is informed, believes, and alleges, that defendants  
15 WEYERHAEUSER and DOES 1-50 employment necessitated the proper protection of the  
16 public and workers at the INCIDENT SITE. At the time of the incident, defendants  
17 WEYERHAEUSER and DOES 1-50 failed to properly secure the load of lumber such that it  
18 would prevent an incident from occurring.

19 26. The failure of defendants WEYERHAEUSER and DOES 1-50 to secure the load  
20 of lumber was the substantial factor in the incident which then caused serious injuries to plaintiff  
21 PETER, as more fully set forth above.

22 27. Plaintiff PETER is informed and believes, and on such information and belief  
23 alleges, that defendants WEYERHAEUSER and DOES 1-50 were unfit and/or incompetent to  
24 perform the work for which they were hired and that their unfitness and/or incompetence created  
25 a particular risk to the Plaintiff.

26 28. Plaintiff PETER is informed and believes, and on such information and belief  
27 alleges, that defendants WEYERHAEUSER and DOES 1-50 unfitness and/or incompetence was  
28 the proximate cause of harm to plaintiff PETER.

29. Plaintiff PETER is informed and believes, and on such information and belief

1 alleges, that defendants WEYERHAEUSER and DOES 1-50, failed and refused to properly  
2 hire, screen, train, and/or supervise their employees and/or contractors who perform services on  
3 or upon the property owned, operated, maintained, or leased, in a competent manner.

4 30. As a direct and proximate result of the conduct of defendants WEYERHAEUSER  
5 and DOES 1-50's failure, plaintiff PETER was injured and suffered damages, and will suffer  
6 damages in the future as more fully set forth above.

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8 **V.**  
9 **THIRD CAUSE OF ACTION**  
10 **LOSS OF CONSORTIUM**  
11 **(BY PLAINTIFF SILVIA AS AGAINST ALL DEFENDANTS)**

12 1. Plaintiff SILVIA incorporates herein by reference each and every allegation  
13 contained in the preceding paragraphs as though the same were set forth in full herein.

14 2. Plaintiffs PETER and SILVIA were at all times herein relevant and are now  
15 husband and wife.

16 3. By reason of the conduct of the Defendants and each of them, plaintiff PETER  
17 was severely injured as more fully set forth herein.

18 4. By reason of the injuries suffered and sustained by plaintiff PETER, as more fully  
19 set forth herein, plaintiff SILVIA has been deprived of the work, services, duties,  
20 companionship, care, comfort, society, and consortium of her spouse.

21 5. By reason of the injuries suffered and sustained by plaintiff PETER, plaintiff  
22 SILVIA has been deprived of the services of her husband, plaintiff PETER, in that plaintiff  
23 PETER is no longer able to perform the services he had rendered as a husband and father to their  
24 children as he had done prior to the injuries herein alleged.

25 6. By reason of the conduct of the Defendants, and each of them, plaintiff SILVIA  
26 has sustained special and general damages according to proof.

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1 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
2 follows:

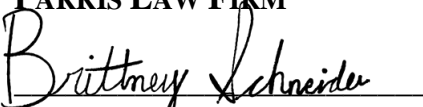
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4 **AS AND FOR THE FIRST AND SECOND CAUSE OF ACTION BY PLAINTIFF  
PETER ALFARO:**

- 5 1. For economic damages in an amount according to proof;
- 6 2. For non-economic damages according to proof;
- 7 3. For interest and prejudgment interest;
- 8 4. Costs of suit herein incurred; and
- 9 5. Such other and further relief as the court may deem proper.

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11 **AS AND FOR THE THIRD CAUSE OF ACTION BY PLAINTIFF SILVIA  
12 ALFARO:**

- 13 1. General damages for loss of consortium and services according to proof at trial;
- 14 2. Special damages for loss of consortium and services according to proof at trial;

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16 DATED: January 24, 2017

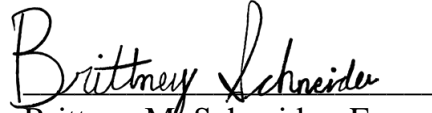
17 **PARRIS LAW FIRM**  
  
 18 Brittney M. Schneider, Esq.  
 19 Attorney for Plaintiffs

**DEMAND FOR TRIAL BY JURY**

Plaintiffs hereby demand trial by jury in this action.

DATED: January 24, 2017

**PARRIS LAW FIRM**



Brittney M. Schneider, Esq.  
Attorney for Plaintiffs

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FSC:07/11/18 TRIAL: 07/25/18 OSC : 01/27/20

E-SCANNED

CASE #:BC646685 RECEIPT #: 1170126D2951 DATE PAID : 01/26/17 3:22 PM TOTAL : 435.00 TYPE : EFT



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**COMPLAINT FOR DAMAGES**