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PLAINTIFF KALEY BLOOM

ELECTRONICALLY FILED
Superior Court of California,
County of Placer

~~ECB/DOCF~~
by: Marina Olivarez Fuentes, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

KALEY BLOOM,

Plaintiff,

v.

ALPINE MEADOWS SKI RESORT, LLC, and
DOES 1 to 10,

Defendants.

Case No.: S-CV-0046167

COMPLAINT FOR:

- 1. NEGLIGENCE**
- 2. GROSS NEGLIGENCE**
- 3. BREACH OF CONTRACT**

AND DEMAND FOR JURY TRIAL

Plaintiff KALEY BLOOM, by and through his counsel, alleges against Defendants Alpine Meadows Ski Resort, LLC, and DOES 1 to 10 as follows:

INTRODUCTION

1. Plaintiff Kaley Bloom brings this action for damages as a result of Defendant's actions resulting in his severe and ongoing bodily injury and suffering.
2. Plaintiff Kaley Bloom is, and was at all times herein relevant, an individual residing in Placer County, California.
3. On information and belief, Plaintiff thereon alleges that Defendant Alpine Meadows Ski Resort, LLC (hereinafter, "Defendant"), its successors, assigns, and affiliates – and other form(s) in and through which it does business and was at all times mentioned herein, a Delaware limited-liability

1 company licensed to do business in the State of California. Defendant's principal place of business is
2 located in Placer County, California.

3 4. Plaintiff is ignorant of the true names and capacities of the defendants sued herein under
4 the fictitious names DOES 1 to 10, and Plaintiff will seek leave to amend this Complaint to allege such
5 names and capacities as soon as they are ascertained. Upon information and belief, Plaintiff thereon
6 alleges that each of the Doe Defendants are responsible in some manner for the occurrences herein
7 alleged, and that Plaintiff's damages as herein alleged were proximately caused by those Doe
8 Defendants.
9

10 5. Plaintiff is informed and believes, and thereon alleges that Defendants, and each of
11 them, were the agents, principals, employers, employees, partners, joint venturers, affiliates, and/or
12 representatives of each other, and in doing the things herein alleged, were acting within the course and
13 scope of such agency, employment, venture, affiliation, or representation, with the permission,
14 authority, knowledge, affirmation, ratification, and/or consent of each other. As a result, Defendants,
15 and each of them, are jointly and severally liable for the acts alleged herein.
16

17 6. The instant action arose on a winter day after a large snowfall within the boundaries of
18 the Alpine Meadows ski resort, located in the State of California. Shortly after the opening of the
19 "Scott" chair lift, on the date of the accident, January 17, 2010, an avalanche caused serious injuries to
20 Plaintiff in the area between "Scott Chute" and "Promised Land" near the Scott chair lift within an
21 open area at an elevation of 7,000-8,000 feet within the resort's boundaries.
22

23 7. On information and belief, Plaintiff alleges the Alpine Meadows ski resort has been the
24 site of a high number of avalanche deaths. In-bounds avalanche deaths are rare; most ski fatalities
25 occur outside of ski resort boundaries. Plaintiff alleges the resort should not have opened this ski run
26 under the circumstances, including, but not limited to, the previous night's heavy snowfall, gusty
27 winds, an unstable snow pack, as well as inadequate and/or incomplete avalanche mitigation efforts.
28 Under these circumstances, Defendants increased the risk of injury and death beyond the risks

1 normally assumed by a knowledgeable skier because Plaintiff was skiing on what he believed was a
2 “mitigated” run that had been assessed as safe. Defendant’s mitigation measures not only did not
3 mitigate the risks, but, instead, increased the risks and turned a dangerous area into a deadly one.

4 JURISDICTION AND VENUE

5 8. Venue is proper in Placer County because the incident in question occurred in the
6 County of Placer, in the State of California, and Defendant’s principal place of business is also located
7 in Placer County.

8 9. Jurisdiction in the Superior Court is proper as Plaintiff alleges damages in excess of the
9 jurisdiction of this Court.
10

11 GENERAL ALLEGATIONS

12 10. On January 17, 2020, Plaintiff Kaylee Bloom was a paying guest and invitee of
13 Defendant at the Alpine Meadows Ski Resort located at 2600 Alpine Meadows Rd, Alpine Meadows,
14 CA 96146. He was skiing with his friend, Cole Comstock. Plaintiff and Comstock were lawfully
15 engaged in the activity of skiing with the consent and permission of Defendant, who received payment
16 from Plaintiff as consideration for Plaintiff’s recreational use of Defendant’s premises.
17

18 11. Plaintiff was skiing on an opened, inbound ski run located between Scott Chute and
19 Promised Land near Scott Chair at Alpine Meadows when the avalanche occurred, resulting in serious
20 injury to Kaylee and the death to his companion with whom he was skiing. Plaintiff watched as his
21 friend, Cole got caught up and overtaken in the avalanche. Shortly after, the avalanche caught up
22 Plaintiff himself. Plaintiff is informed and believes, and thereon alleges, that the area where the
23 avalanche occurred had been closed the day before, but had been unsuccessfully “bombed” earlier that
24 morning in an attempt to mitigate the known because of the known avalanche danger.
25

26 12. Plaintiff alleges that on the night prior to the avalanche, a snowstorm deposited
27 between 11 and 22 inches of snow on top of several days of heavy snow deposits; high winds were
28 frequent in the area.

13. Plaintiff is informed and believes and thereon alleges that as a result of the new and fresh snow, Defendant closed the run for some period of time so as to perform avalanche mitigation using controlled explosions in the area prior to opening the resort to skiers and riders for the day. These efforts were unsuccessful.

14. Plaintiff is informed and believes, and thereon alleges that Defendant was in a rush to open the ski runs on January 17, 2020, because it was a holiday weekend with new and fresh snow; Plaintiff is informed and believes, and thereon alleges, that Defendant failed to properly perform adequate avalanche mitigation, leaving the risk of avalanche, which occurred, and, as a result, Plaintiff suffered severe and permanent lower-body injuries after being caught in an avalanche.

FIRST CAUSE OF ACTION

(Negligence against All Defendants)

15. Plaintiff re-alleges and incorporates by reference, as if set forth in full, each and every allegation contained in paragraphs 1 through 16, inclusive.

16. Prior to opening the resort on January 17, 2020, Defendant operated, performed, managed, oversaw and supervised avalanche mitigation in the in-bounds ski area between Scott Chute and Promised Land near Scott Chair at Alpine Meadows.

17. Defendant owed a duty of care to Plaintiff to ensure that the avalanche mitigation performed in the area complied with the custom and standards in the industry to mitigate the risk of avalanche danger.

18. Defendant owed a duty of care to Plaintiff to ensure that the ski runs where it conducted avalanche mitigation had in fact been effectively mitigated and were safe prior to opening the areas to its customers, including Plaintiff.

19. Defendant failed to properly perform, supervise, manage, and/or oversee avalanche
These Eff mitigation in such a way as to cause an increased risk of avalanche in the area wherein the

1 Plaintiff was skiing, because opening the area led Plaintiff to believe that mitigation had been done
2 properly.

3 20. As a direct and foreseeable consequence of Defendant's failure to properly oversee,
4 perform, supervise and/or manage the avalanche mitigation work, the avalanche occurred in the area,
5 resulting in severe and ongoing injury to Plaintiff.

6 21. The meteorological conditions extant at the Alpine ski area (hereinafter "Resort")
7 increased the possibility of an avalanche to an unacceptable and unforeseeable level of risk for
8 recreational skiers skiing within Resort boundaries.

9 22. Defendant possesses extensive knowledge of the adverse meteorological conditions at
10 all times pertinent to the allegations in this case, nonetheless it deposited skiers on the Scott chair lift
11 to enable them to ski in ultra-hazardous, unstable terrain, thereby increasing the risk of serious bodily
12 injury or death.

13 23. The ski patrol and safety personnel failed to use their greater knowledge, skill, and
14 experience before deciding to open the Scott chair lift on the morning of the incident.

15 24. The Defendant Resort's contractual attempt to shift any and all risk to recreational
16 skiers breaches its duty under the circumstances, because its professionals undertook the responsibility
17 to close operations when, a foreseeable avalanche event threatened to occur at the precise ski run
18 within Resort boundaries.

19 25. The Plaintiff actually relied upon the professional competence of the ski patrol and
20 Defendant before deciding to ski in the area that day.

21 26. Defendant's failures to ensure the danger of avalanche was mitigated constituted a
22 breach of duty owed to Plaintiff under the circumstances existent and known to it at the time and
23 location of injury suffered by Plaintiff. Defendant's breach of its duties on Friday, January 17, 2020,
24 were the actual and proximate cause, and the substantial factor, of the injuries suffered by Plaintiff.

27. Defendant owed a duty of care to the public and to Plaintiff to close excessively dangerous runs, and to properly warn against their use, as they did in this area by closing on the day prior, but then reopening it on the day of the incident at issue. Defendant's failures to do so enhanced and increased the risk of danger to Plaintiff beyond what is acceptable to satisfy its duty of due care in the operation of the Resort.

28. Defendant failed to properly perform, supervise, manage, and/or oversee avalanche mitigation, and it, in fact, caused an increased risk of avalanche in the area where the Plaintiff was skiing.

29. As a direct and foreseeable consequence of Defendant's failure to properly oversee, perform, supervise and/or manage the avalanche mitigation work, the avalanche occurred in the area that the avalanche mitigation work was conducted resulting in severe and ongoing injury to Plaintiff.

30. As a result of Defendant's failures as aforesaid, Plaintiff has suffered severe injury.

SECOND CAUSE OF ACTION

(Gross Negligence against All Defendants and Does 1-10)

31. Plaintiff re-alleges and incorporates by this reference, as if set forth in full, each and every allegation contained in paragraphs 1 through 30, inclusive.

32. In circumstances where avalanche risks are present within Resort boundaries, and exclusively under the operation and control of Defendant, its designated safety personnel professionals and experts have an affirmative duty not to act recklessly.

33. Defendant's opening of the chair lift permitting access to the subject ski run in issue caused access by Plaintiff to an extremely dangerous situation, thereby constituting a reckless disregard for the lives of Plaintiff.

34. Defendant's reasonable caution under extreme conditions would have resulted in Plaintiff not being placed in a situation of extreme danger and injury.

35. It is alleged on information and belief that on the day before the avalanche, the ski run where the event occurred was closed due to excessive dangerous conditions and avalanche danger.

36. On the day of the incident, the ski patrol had engaged in mitigation efforts at the ski run in question.

37. On information and belief, the risk of harm to Plaintiff was increased by Defendant's unsuccessful mitigation methods at, or near, the avalanche.

38. The failure of Defendant to undertake effective safety precautions and mitigation efforts created a false sense of safety that Plaintiff relied upon in choosing to ski in the area of the avalanche on that day.

39. Plaintiff would not have skied in said area that day if it were closed, or if they had been aware that the avalanche mitigation, including the “bombing,” was inadequate, but Defendant created a false and reckless illusion of safety.

40. Defendant's premature opening of the subject run and the ski area was in response to public pressure and economic pressure to open that particular lift and callous disregard for the dangerous combination of conditions actually, and was a substantial factor in causing Plaintiff's injuries.

THIRD CAUSE OF ACTION

(Breach of Contract against All Defendants and Does 1-10)

41. Plaintiff re-alleges and incorporates by this reference, as if set forth in full herein, each and every allegation contained in paragraphs 1 through 40, inclusive.

42. Plaintiff did not knowingly assume the risk of an avalanche in an “in-bounds” area that had been mitigated by Defendant.

43. Plaintiff was an experienced skier.

44. Defendant Alpine Meadows is classified by the “USFS” as a “Class A” (most hazardous) avalanche area.

1 45. Alpine Meadows, through its malfeasance under the limited circumstances of the
2 instant case increased the risk to Plaintiff through its conduct in opening the run and leading Plaintiff
3 to believe that its mitigation efforts made the area sufficiently safe to be ski-worthy.

4 46. The injuries sustained by Plaintiff under the circumstances here, constituted a
5 nondelegable breach by Defendant of its duty to not increase the risk of danger to the public than
6 would otherwise exist.

7 47. Said failures were the actual and proximate cause of severe injuries to Plaintiff.
8

9 **PRAYER FOR RELIEF**

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

- 11 1. For general damages according to proof;
12 2. For special damages according to proof;
13 3. For cost of suit; and
14 4. For such other further relief as the court may deem proper.
15

16 Dated: February 1, 2021

17 ELLIS LAW GROUP, LLP

18
19
20 By 

21 Mark E. Ellis
22 Attorney for
23 Plaintiff KALEY BLOOM
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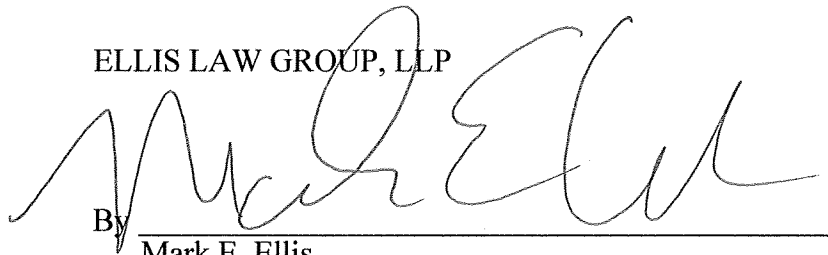
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury in this matter.

Dated: February 1, 2021

ELLIS LAW GROUP, LLP

A handwritten signature in black ink, appearing to read 'Mark E. Ellis', is written over a horizontal line.

By

Mark E. Ellis
Attorney for
Plaintiff KALEY BLOOM