

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 VICTORVILLE DISTRICT
DEC 15 2011
 BY *Michelle Carter*
 MICHELLE CARTER DEPUTY

1 THE HOMAMPOUR LAW FIRM
 A Professional Law Corporation
 2 ARASH HOMAMPOUR (State Bar No. 165407)
 15303 Ventura Boulevard, Suite 1000
 3 Sherman Oaks, California 91403
 Phone (323) 658-8077 | Fax (323) 658-8477
 4

5 Attorneys for Plaintiffs KENNETH AARON SHINEDLING and ADDISON LEILANI
 SHINEDLING, ALEXIA CELESTE SHINEDLING, and AVA AREN SHINEDLING by and through
 6 their guardian ad litem, KENNETH AARON SHINEDLING
 7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF SAN BERNARDINO**
 10

11 KENNETH AARON SHINEDLING and)
 ADDISON LEILANI SHINEDLING, ALEXIA)
 12 CELESTE SHINEDLING, and AVA AREN)
 SHINEDLING by and through their guardian ad)
 13 litem, KENNETH AARON SHINEDLING)
)
 14 Plaintiffs,)
)
 15 vs.)
)
 16 SUNBEAM PRODUCTS, INC., a Delaware)
 Corporation; COUNTY OF SAN)
 17 BERNARDINO; PHELAN PINON HILLS)
 COMMUNITY SERVICES DISTRICT; and)
 18 DOES 1 through 90, inclusive,)
)
 19 Defendants.)

CASE NO.: CIVVS 1106075
COMPLAINT FOR DAMAGES FOR
 1. **NEGLIGENCE/STATUTORY LIABILITY**
 2. **STRICT PRODUCT LIABILITY**
 3. **NEGLIGENCE**
DEMAND FOR JURY TRIAL

21 Plaintiffs KENNETH AARON SHINEDLING and ADDISON LEILANI SHINEDLING,
 22 ALEXIA CELESTE SHINEDLING, and AVA AREN SHINEDLING by and through their guardian
 23 ad litem, KENNETH AARON SHINEDLING as and for their complaint against Defendants
 24 SUNBEAM PRODUCTS, INC., a Delaware Corporation; COUNTY OF SAN BERNARDINO;
 25 PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT; and DOES 1 through 90, inclusive,
 26 allege:

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THE HOMAMPOUR LAW FIRM
 A PROFESSIONAL LAW CORPORATION
 15303 VENTURA BOULEVARD - SUITE 1000
 SHERMAN OAKS, CALIFORNIA 91403
 TELEPHONE (323) 658-8077 • FACSIMILE (323) 658-8477

FILE COPY

GENERAL ALLEGATIONS

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2 1. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as
3 DOES 1 through 90, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs
4 will amend this complaint to allege their true names and capacities when ascertained. Plaintiffs are
5 informed and believe and thereon allege that each of these fictitiously named Defendants is
6 responsible in some manner for the occurrences herein alleged, and that Plaintiffs’ injuries as herein
7 alleged were proximately caused by the aforementioned Defendants.

8 2. Plaintiffs are informed and believes and thereon alleges that at all times material herein
9 each fictitiously named Defendant, was either the true defendant or the agent and employee of each
10 other Defendant and in doing the things alleged herein, was acting within the scope and purpose of
11 such agency and with the permission and consent of, and their actions were ratified by, the other
12 Defendants.

13 3. Plaintiff KENNETH AARON SHINEDLING, (hereinafter “KENNETH”) is the husband
14 of decedent Amy Celeste Shinedling.

15 4. Plaintiff ADDISON LEILANI SHINEDLING, a minor, (hereinafter “ADDISON”) is the
16 daughter of decedent Amy Celeste Shinedling.

17 5. Plaintiff ALEXIA CELESTE SHINEDLING, a minor, (hereinafter “ALEXIA”) is the
18 daughter of decedent Amy Celeste Shinedling.

19 6. Plaintiff AVA AREN SHINEDLING, a minor, (hereinafter “AVA”) is the daughter of
20 decedent Amy Celeste Shinedling.

21 7. Decedent Amy Celeste Shinedling died on January 5, 2011 in the manner described
22 herein below.

23 8. Plaintiffs KENNETH, ADDISON, ALEXIA, and AVA, are the lawful heirs of decedent
24 Amy Celeste Shinedling, and pursuant to Section 377.60 of the Code of Civil Procedure are the
25 persons entitled to bring an action for the death of the decedent Amy Celeste Shinedling.

26 9. Plaintiff ADDISON is a minor of the age of thirteen (13) years. Prior to or at the same
27 time as the filing of this action, the Superior Court of the State of California for the County of San
28 Bernardino, by its order duly made did appoint KENNETH, father of said minor child, as Guardian

1 ad Litem of said minor, for the purpose of appearing for her in this action.

2 10. Plaintiff ALEXIA is a minor of the age of ten (10) years. Prior to or at the same time as
3 the filing of this action, the Superior Court of the State of California for the County of San
4 Bernardino, by its order duly made did appoint KENNETH, father of said minor child, as Guardian
5 ad Litem of said minor, for the purpose of appearing for her in this action.

6 11. Plaintiff AVA is a minor of the age of four (4) years. Prior to or at the same time as the
7 filing of this action, the Superior Court of the State of California for the County of San Bernardino,
8 by its order duly made did appoint KENNETH, father of said minor child, as Guardian ad Litem of
9 said minor, for the purpose of appearing for her in this action.

10 12. At all times herein mentioned, Plaintiffs KENNETH, ADDISON, ALEXIA, and AVA
11 were residents of the County of San Bernardino.

12 13. Plaintiffs are informed, believe and thereon allege that at all relevant times hereto, that
13 Defendants COUNTY OF SAN BERNARDINO (hereinafter "COUNTY") and PHELAN PINON
14 HILLS COMMUNITY SERVICES DISTRICT (hereinafter "PHELAN") through various departments
15 and/or agencies, and Does 1 through 30, inclusive, owned, operated, managed, designed, planned,
16 engineered, maintained and inspected the fire hydrant systems, fire hydrant-related systems, and
17 water-related systems at or near Plaintiffs' home at 8270 Skyline Drive, Pinon Hills, County of San
18 Bernardino, California (hereinafter "FIRE HYDRANT").

19 14. Plaintiffs are informed, believe and thereon allege that at all relevant times hereto,
20 Defendant SUNBEAM PRODUCTS, INC., a Delaware Corporation, (hereinafter "SUNBEAM") and
21 DOES 31 through 90, inclusive, were in the business of designing, manufacturing, fabricating,
22 assembling, marketing, renting, leasing, and/or selling products, including the Holmes portable heater
23 (hereinafter "HEATER") which caused the fire, injury to Plaintiffs, death of Amy Celeste Shinedling
24 and burnt down Plaintiffs' home.

25 15. On or about January 5, 2011, Plaintiffs were at home sleeping in the early morning hours
26 when a fire started as a result of the HEATER in the master bedroom. As a result of the fire, Plaintiffs
27 were injured and Amy Celeste Shinedling died.

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1 16. At the time of the accident, Plaintiff KENNETH was present at the scene of the
2 injury-producing event at the time it occurred and was then aware that it caused injury to his wife and
3 daughters. As a direct and proximate result thereof, and of Defendants conduct as previously alleged,
4 Plaintiff KENNETH has suffered, and continues to suffer, severe, substantial and enduring emotional
5 distress.

6 17. At the time of the accident, Plaintiff ADDISON was present at the scene of the
7 injury-producing event at the time it occurred and was then aware that it caused injury to her mother,
8 father, and sisters. As a direct and proximate result thereof, and of Defendants conduct as previously
9 alleged, Plaintiff ADDISON has suffered, and continues to suffer, severe, substantial and enduring
10 emotional distress.

11 18. At the time of the accident, Plaintiff ALEXIA was present at the scene of the
12 injury-producing event at the time it occurred and was then aware that it caused injury to her mother,
13 father, and sisters. As a direct and proximate result thereof, and of Defendants conduct as previously
14 alleged, Plaintiff ALEXIA has suffered, and continues to suffer, severe, substantial and enduring
15 emotional distress.

16 19. At the time of the accident, Plaintiff AVA was present at the scene of the
17 injury-producing event at the time it occurred and was then aware that it caused injury to her mother,
18 father, and sisters. As a direct and proximate result thereof, and of Defendants conduct as previously
19 alleged, Plaintiff AVA has suffered, and continues to suffer, severe, substantial and enduring
20 emotional distress.

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22 **FIRST CAUSE OF ACTION - NEGLIGENCE/STATUTORY LIABILITY**

23 **(By Plaintiffs Against Defendants COUNTY, PHELAN, and Does 1-30, inclusive)**

24 20. Plaintiffs re-allege and incorporate by reference every allegation contained in this
25 Complaint as though set forth herein in full.

26 21. On January 5, 2011, Defendants COUNTY, PHELAN, and DOES 1 through 15,
27 inclusive, and/or their management, administrative, designers, planners, engineers, maintenance
28 personnel, inspectors and/or other employees, staff, agents or contractors, acting within the course and

1 scope of their duties and/or employment permitted the subject FIRE HYDRANT to constitute a
2 dangerous condition of public property in that it did not function and provide water at the time of the
3 fire. This was inherently dangerous and created a trap, peculiar risk and nuisance.

4 22. Defendants COUNTY, PHELAN, and DOES 1 through 15, inclusive, and/or their
5 management, administrative, designers, planners, engineers, maintenance personnel, inspectors and/or
6 other employees, staff, agents or contractors, acting within the course and scope of their duties and
7 through negligent or wrongful acts or omissions created, or allowed to be created, a dangerous
8 condition under *Gov. Code § 835*. The FIRE HYDRANT did not function and provide water as a
9 result of Defendants' failure to properly construct, inspect, maintain, supervise, and ensure proper
10 functionality which created a hazard, trap and dangerous condition under *Gov. Code § 835*.

11 23. Defendants COUNTY, PHELAN, and DOES 1 through 10, inclusive, are also liable for
12 Plaintiffs' damages under *Gov. Code § 815.4* in that a tortious act was caused by an independent
13 contractor, DOES 16 through 30, inclusive. Defendants COUNTY and PHELAN, are also liable
14 under *Gov. Code § 820* in that their employees were negligent as detailed above.

15 24. The incident was foreseeable to Defendants COUNTY, PHELAN, and DOES 1 through
16 30, inclusive, and, yet, they failed to maintain the subject FIRE HYDRANT.

17 25. The dangerous conditions and negligence created a reasonably foreseeable risk of the kind
18 of injuries which were sustained, and (a) a negligent or wrongful act or omission of an employee of
19 Defendants COUNTY, PHELAN, and DOES 1 through 30, inclusive, created the dangerous
20 conditions; and/or (b) they had actual or constructive notice of the dangerous conditions a sufficient
21 time prior to the injury to have taken measures to protect against the dangerous conditions. These
22 dangerous conditions created a substantial risk of injury when the subject FIRE HYDRANT was
23 necessary and used with due care by the public generally.

24 26. By reason of the foregoing Defendants COUNTY, PHELAN, and DOES 1 through 30,
25 inclusive, are liable to Plaintiffs for the loss of the love, companionship, care, comfort, support and
26 society of their mother and wife and are entitled to damages according to proof at trial.

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1 27. By reason of the foregoing, Defendants COUNTY, PHELAN, and DOES 1 through 30,
2 inclusive, and each of them, are liable for, and Plaintiffs are entitled to recover of them, their general,
3 special, actual and compensatory damages, including, but not limited to, their necessary medical and
4 related expenses, past, present and future lost earnings, loss of future earning capacity, as well as
5 mental, emotional and physical pain and suffering, as proven at time of trial. The total amount of
6 Plaintiffs' damages are presently unknown but is reasonably believed to be in excess of the minimum
7 jurisdictional limit of this Court.

8 28. Plaintiffs have timely complied with all government claim presentation requirements. On
9 or about June 2, 2011, Plaintiffs presented Defendant COUNTY by a written claim in compliance
10 with Defendant COUNTY's requirement. Said claim was rejected by Defendant on or about June 16,
11 2011.

12 29. Plaintiffs have timely complied with all government claim presentation requirements. On
13 or about June 2, 2011, Plaintiffs presented Defendant PHELAN by a written claim in compliance with
14 Defendant PHELAN's requirement. Said claim was rejected by Defendant on or about June 23, 2011.

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16 **SECOND CAUSE OF ACTION - STRICT PRODUCTS LIABILITY**

17 **(By Plaintiffs Against Defendants SUNBEAM PRODUCTS, INC., Does 31-60, inclusive)**

18 30. Plaintiffs re-allege and incorporate by reference every allegation contained in this
19 Complaint as though set forth herein in full.

20 31. At all times relevant to this complaint, Defendants SUNBEAM, and DOES 31 through
21 60, inclusive, were in the business of designing, manufacturing, fabricating, assembling, marketing,
22 renting, leasing, and selling devices, including the HEATER, and/or its component parts.

23 32. Defendants SUNBEAM, and DOES 31 through 60, inclusive, intended that the
24 HEATER would be used by members of the public and knew, or should have known, that members
25 of the public, would use the devices with the expectation and belief that it was safe for its intended
26 use and purpose and without inspecting it for defects.

27 33. Defendants SUNBEAM, and DOES 31 through 60, inclusive, knew or should have
28 known that the subject HEATER was dangerous and defective in that it would cause a fire.

1 34. Defendants SUNBEAM, and DOES 31 through 60, inclusive, failed to manufacture a
2 safety device to ensure that the HEATER does not cause a fire.

3 35. At the time that the devices, including the HEATER, and/or its component parts were
4 used, they were defective, unsafe and unreasonably dangerous in design and/or manufacture for their
5 intended use and purposes and they lacked warnings of these defects.

6 36. Defendants SUNBEAM, and DOES 31 through 60, inclusive, failed to warn consumers
7 and/or users of the HEATER that it could overheat, melt and cause a fire as a result of defective
8 component parts.

9 37. Defendants SUNBEAM, and DOES 31 through 60, inclusive, marketed and sold the
10 HEATER so that it was not reasonably safe for the use of an ordinary consumer.

11 38. As a direct and legal result of these defects, Defendants SUNBEAM, and DOES 31
12 through 60, inclusive, are liable to Plaintiffs for the loss of the love, companionship, care, comfort,
13 support and society of their mother and wife and are entitled to damages according to proof at trial.

14 39. As a direct and legal result of these defects, Defendants SUNBEAM, and DOES 31
15 through 60, inclusive, and each of them, are liable for, and Plaintiffs are entitled to recover of them,
16 their general, special, actual and compensatory damages, including, but not limited to, their necessary
17 medical and related expenses, past, present and future lost earnings, loss of future earning capacity,
18 as well as mental, emotional and physical pain and suffering, as proven at time of trial. The total
19 amount of Plaintiffs' damages are presently unknown but is reasonably believed to be in excess of
20 the minimum jurisdictional limit of this Court.

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THIRD CAUSE OF ACTION - NEGLIGENCE

23 **(By Plaintiffs Against Defendants SUNBEAM PRODUCTS, INC., Does 61-90, inclusive)**

24 40. Plaintiffs re-allege and incorporate by reference each and every allegation contained in
25 this complaint as though set forth herein in full.

26 41. Defendants SUNBEAM, and DOES 61 through 90, inclusive, negligently failed to
27 manufacture a safety device to ensure that the HEATER does not cause a fire, negligently designed
28 the subject devices and negligently failed to warn consumers and/or users of the HEATER that it was

1 defective and could cause a fire.

2 42. As a direct and legal result of these Defendants' negligence, Defendants SUNBEAM, and
3 DOES 61 through 90, inclusive, are liable to Plaintiffs for the loss of the love, companionship, care,
4 comfort, support and society of their mother and wife and are entitled to damages according to proof
5 at trial.

6 43. As a direct and legal result of these Defendants' negligence, Defendants SUNBEAM, and
7 DOES 61 through 90, inclusive, and each of them, are liable for, and Plaintiffs are entitled to recover
8 of them, their general, special, actual and compensatory damages, including, but not limited to, their
9 necessary medical and related expenses, past, present and future lost earnings, loss of future earning
10 capacity, as well as mental, emotional and physical pain and suffering, as proven at time of trial. The
11 total amount of Plaintiffs' damages are presently unknown but is reasonably believed to be in excess
12 of the minimum jurisdictional limit of this Court.

13 **REQUEST FOR JURY TRIAL**

14 44. Plaintiffs hereby request a trial by jury on all claims for relief alleged in, and on all issues
15 raised by this Complaint.

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THE HOMAMPOUR LAW FIRM
A PROFESSIONAL LAW CORPORATION
15303 VENTURA BOULEVARD - SUITE 1000
SHERMAN OAKS, CALIFORNIA 91403
TELEPHONE (323) 658-8077 • FACSIMILE (323) 658-8477

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PRAYER

WHEREFORE, Plaintiffs demand judgement against Defendants as follows:

1. For an award of Plaintiffs' general, special, actual and compensatory damages as proven at time of trial;
2. For interest on all economic damages in the legal amount from the date of decedent's death to the date of judgment;
3. For costs of suit herein incurred;
4. For such other and further relief as the court may deem proper.

DATED: December 14, 2011

THE HOMAMPOUR LAW FIRM,
A Professional Law Corporation

By:



Arash Homampour, Attorneys for
Plaintiff KENNETH AARON SHINEDLING
and ADDISON LEILANI SHINEDLING,
ALEXIA CELESTE SHINEDLING, and AVA
AREN SHINEDLING by and through their
guardian ad litem, KENNETH AARON
SHINEDLING