



San Diego Office
591 Camino de la Reina, Suite 1025, San Diego, CA 92108
(619) 771-3473 | singletonschreiber.com

November 7, 2024

VIA PERSONAL SERVICE

Clerk of the Board of Supervisors
400 W. Civic Center Drive, 6th Floor
Santa Ana, CA 92701

Re: Airport Fire 2024 (origin – Trabuco Canyon)
Date of Incident: September 9, 2024

Dear Clerk,

We represent Ms. Desiree Morrison and family, The Morrison Family Trust dated June 11, 2024, Morrison Enterprise, and Ms. Tyra Evans and family in their claims against the County of Orange, California, for harm caused to them by the Airport Fire. As such, please find the relevant Government Claims forms for each of our clients as well as a draft complaint that will be filed against the County of Orange should the attached claims be denied or deemed denied.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Starita".

Paul Starita

Enclosures:

- (1) Claim form, spreadsheet, and complaint for Ms. Desiree Morrison and family, The Morrison Family Trust dated June 11, 2024, and Morrison Enterprise.
- (2) Claim form, spreadsheet, and complaint for Ms. Tyra Evans and family.

M24-1224ms

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2024 NOV -7 PM 2:13

RECEIVED

HAND DELIVERED OVER THE COUNTER
Initial PS Date 11/7/24



**CLAIM FOR MONEY OR DAMAGES
AGAINST THE COUNTY OF ORANGE**
(Pursuant to Govt. Code section 910 et seq.)

Received by _____ via:

☐ Mail

☐ Over the Counter

☐ Pony Mail

☐ Other

*** COB USE ONLY***

Completed and signed forms must be mailed or delivered to: Clerk of the Board of Supervisors
400 W. Civic Center Drive, 6th Floor
Santa Ana, CA 92701

INSTRUCTIONS: Claims related to personal injury or damage to personal property must be presented within six (6) months from the date of loss. Claims related to any other loss must be presented not later than one (1) year from the date of loss. (See Government Code Section 911.2)
Please answer all items fully and to the best of your ability. Failure to do so may be grounds for deeming your claim insufficient. If more space is needed, please attach additional pages.

CLAIMANT INFORMATION

1. Claimant's Name: Morrison Family (see spreadsheet) 2. Date of Birth: See spreadsheet

3. Claimant's Address: 32543 Los Padres Rd. Lake Elsinore, CA 92530
Street (or P.O. Box) City State Zip Code

4. Phone Number: 619-771-3473 (Singleton Schreiber)
Home Work Other

5. Name and address where correspondence should be sent (if different from above):
Singleton Schreiber 591 Camino de la Reina, Ste 1025, San Diego, CA 92108
Name Street (or P.O. Box) City State Zip Code

CLAIM INFORMATION

6. Exact date (including year) of the accident/incident/loss: September 09, 2024

7. Exact location of the accident/incident/loss (Be as specific as possible; Example: On the southeast corner of 6th and Broadway in the City of Santa Ana):
32543 Los Padres Rd. Lake Elsinore, CA 92530

8. Describe the circumstances of how the accident/incident/loss occurred including the reason you believe the County of Orange is liable for your damages:
Orange County Public Works ignited the airport Fire when its equipment created a spark and when it let overgrown dry brush remain on the property. The Airport Fire burned nearly 24,000 acres and several structures, including my primary residence. The County's conduct amounts to inverse condemnation, negligence, trespass, private nuisance, public nuisance and dangerous condition of public property. See attached complaint.

9. Jail Booking Number: N/A Police Agency/Report Number: N/A

10. Describe the damage/injury/loss incurred so far as is known as of the time of this claim:

Claimant suffered economic and non-economic damages, including but not limited to loss of personal property, general damages for personal injury (emotional distress, fear, annoyance, loss of quiet enjoyment), loss of use of personal property, and medical and incidental expenses, among others. See attached spreadsheet.

11. Name(s) of County employee(s) causing damage/injury/loss, if known: Specific County
employee(s) names are unknown. Employees were part of Orange County Public Works.

12. License number of County vehicle (if applicable): N/A

13. Name, address and phone number of any and all witnesses known: Desiree Denene Morrison
and Richard Michael Morrison. They may be contacted through counsel, at Singleton Schreiber.

14. Any additional information that may assist us in evaluating your claim: Please find the attached spreadsheet listing each family member and/or household member and the harms suffered.
Also, please find the attached draft complaint.

DAMAGES CLAIMED

15. a. If the amount claimed is less than \$10,000:

Amount claimed to present: \$ _____

Estimated amount of any prospective damage/injury/loss: \$ _____

TOTAL AMOUNT CLAIMED: \$ 10,000,000.00

b. If the amount claimed exceeds \$10,000, would the case be a limited civil case (\$25,000 or less)?

Check one: Yes ☐ No ☒

c. Basis of computation of the amount of damages (Please attach any estimates and/or receipts): Damages are based on estimate of the total value of lost of personal and real property and other

economic harm as well as non-economic harm.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM (PENAL CODE § 72)

I have read the matters and statements in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information and belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.



Signature of Claimant/Claimant's Representative

11/07/2024

Date

THIS CLAIM FORM MUST BE SIGNED!!

Claimant Name	Date of Birth	Claimant's Address
Desiree Denene Morrison	8/25/1958	32543 Los Padres Road Lake Elsinore, CA 92530

Describe Injury

Ms. Desiree Morrison owned and maintained real property and personal property that was damaged and/or destroyed by the Airport Fire including the total loss of the primary residence, total loss of storage structures, partial loss to several other structures, total loss to several fruit trees and other landscaping, loss of unique family heirlooms, and other personal property. Ms. Morrison's real and personal property has also been damaged and/or destroyed by soot and ash, the lingering smell of smoke, and exposure to firefighting materials.

Ms. Morrison was forced to evacuate the Airport Fire and suffered personal injuries including smoke inhalation, fear for her life, mental suffering, emotional distress, annoyance, disturbance, mental anguish, and loss of quiet enjoyment. Ms. Morrison has incurred significant expenses from being displaced, has incurred significant expenses to inspect, clean, repair, and/or restore her property to its original condition, and was required to expend notable uncompensated time on recovery efforts.

Ms. Morrison has been denied of the right to occupy, possess, and use the property, and has suffered from a substantial interference with the right to occupy, possess, and use the property without interference by representatives of Orange County. Ms. Morrison has also suffered from substantial interference to her normal and usual activities, as well as an ongoing interference with the use and enjoyment of the property.

Ms. Morrison has also suffered personal income loss due to the Airport Fire.

Richard Michael Morrison	3/13/1951	32543 Los Padres Road Lake Elsinore, CA 92530
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Mr. Richard Morrison owned and maintained real property and personal property that was damaged and/or destroyed by the Airport Fire including the total loss of the primary residence, total loss of storage structures, partial loss to several other structures, total loss to several fruit trees and other landscaping, loss of unique family heirlooms, and other personal property. Mr. Morrison's real and personal property has also been damaged and/or destroyed by soot and ash, the lingering smell of smoke, and exposure to firefighting materials.

Mr. Morrison was forced to evacuate the Airport Fire and suffered personal injuries including smoke inhalation, fear for his life, mental suffering, emotional distress, annoyance, disturbance, mental anguish, and loss of quiet enjoyment. Mr. Morrison has incurred significant expenses from being displaced, has incurred significant expenses to inspect, clean, repair, and/or restore his property to its original condition, and was required to expend notable uncompensated time on recovery efforts.

Mr. Morrison has been denied of the right to occupy, possess, and use the property, and has suffered from a substantial interference with the right to occupy, possess, and use the property without interference by representatives of Orange County. Mr. Morrison has also suffered from substantial interference to his normal and usual activities, as well as an ongoing interference with the use and enjoyment of the property.

Mr. Morrison has also suffered personal income loss due to the Airport Fire.

Desiree Morrison, as Trustee of the Morrison Family Trust Dated June 11, 2024	N/A	32543 Los Padres Road Lake Elsinore, CA 92530
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The Morrison Family Trust owned and maintained real and personal property that was damaged and/or destroyed by the Airport Fire including a the total loss of the primary residence, total loss of storage structures, partial loss to several other structures, total loss to several fruit trees and other landscaping, loss of unique family heirlooms, and other personal property. The Morrison Family Trust has been denied use of its property, has incurred costs to inspect, clean, repair, replant, and/or restore it to its original condition, and was required to expend notable uncompensated time on recovery efforts. In addition, the market value of its real property has been significantly reduced.

Richard M. Morrison and Desiree D. Morrison, on behalf of Morrison Enterprise, a California Partnership	N/A	32543 Los Padres Road Lake Elsinore, CA 92530
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The Morrison Enterprise is California Partnership engaged in the business of Antique & Classic Automotives. At the time of the Airport Fire, The Morrison Enterprise's principal place of business was 32543 Los Padres Road Lake Elsinore, CA 92530. The Morrison Enterprise owned and maintained personal property that was damaged and/or destroyed by the Airport Fire including, but not limited to, antique automobiles, mechanical equipment, and other personal property. The Morrison Enterprise has been denied use of its property and has incurred costs to inspect, clean, repair, replace, and/or restore the property to its original condition. The Morrison Enterprise continues to suffer business income loss arising out of its property damage due to the Airport Fire.

1 SINGLETON SCHREIBER, LLP
2 Gerald Singleton (SBN 208783)
3 *gsingleton@singletonschreiber.com*
4 John C. Lemon (SBN 175847)
5 *jlemon@singletonschreiber.com*
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7 San Diego, CA 92108
8 Telephone: (619) 771-3473

9
10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**
13

14 Plaintiffs,

15 v.

16 COUNTY OF ORANGE, ORANGE COUNTY
17 PUBLIC WORKS, AND DOES 1 THROUGH 100
18 inclusive.

Case No.

COMPLAINT

19 Plaintiffs (hereinafter collectively referred to as "Plaintiffs") bring the following Complaint
20 for damages against County of Orange ("County"), inclusive of Orange County Public Works
21 department ("OCPW") and other as of yet unknown entities and individuals, Does 1 through 100
22 (collectively, the "Defendants"), as a result of the damages that Plaintiffs sustained in the wildfire
23 known as the "Airport Fire."

THE AIRPORT FIRE

24 1. This Complaint arises from a wildfire that ignited on September 9, 2024, and has
25 burned across two counties in Southern California called the Airport Fire.

26 //

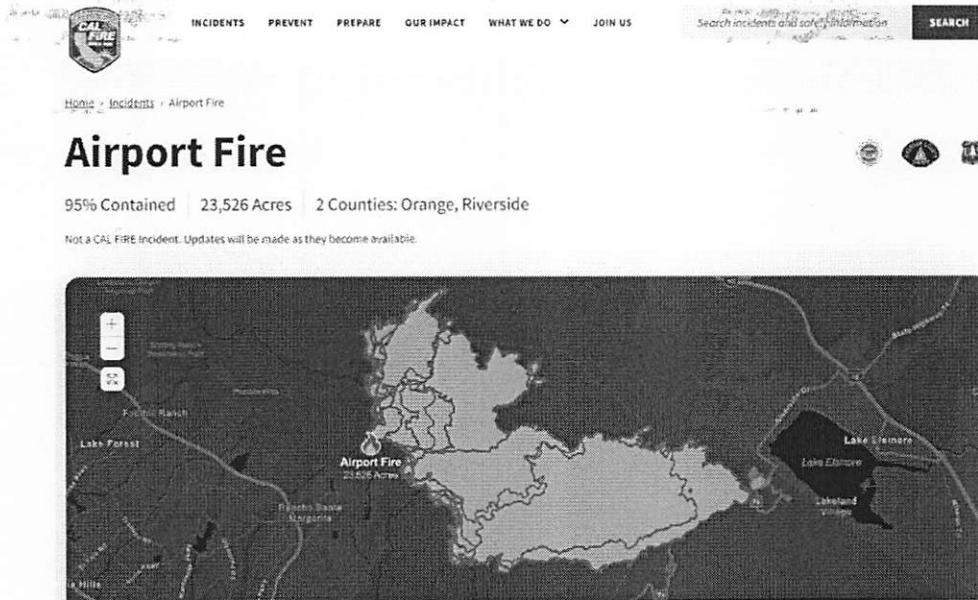
27 //

2. Defendants caused the Airport Fire when they used steel machinery to move boulders during an excessive heat warning due to a triple-digit heat wave and dry conditions. Defendants, aware of the fire risk, were moving the boulders to block access to unmaintained vegetation susceptible to wildfires when its steel machinery sparked the blaze.



Photo from The Orange County Register Article: 'Reckless and stupid,' 'incompetent': OC work that started Airport fire questioned, blasted by Teri Sforza

1 3. The Airport Fire ignited at approximately 1:21 p.m. on September 9, 2024, near
2 Trabuco Canyon in Orange County, California. The fire quickly spread into Riverside County
3 destroying structures, cabins, homes, and vegetation along the way. The following image depicts
4 the Airport Fire perimeter.¹



15 4. To date, the Airport Fire burned 23,526 acres, injured 21 people, destroyed over
16 160 structures, and damaged another 34 structures. The Airport Fire prompted numerous
17 evacuations, forcing Plaintiffs and other Orange County and Riverside County residents to flee
18 their homes.

19 5. And in its wake, Plaintiffs returned to find their homes, all their personal
20 belongings, and cherished possessions, completely destroyed.

21 6. Plaintiffs now sue for damages and all other available remedies arising from the
22 harms caused by the Airport Fire.

23 **JURISDICTION AND VENUE**

24 7. This Court has subject matter jurisdiction over this matter pursuant to California
25 Code of Civil Procedure section 395(a) because, at all times relevant, Defendants have conducted
26 significant business in the County of Orange, State of California, so as to render the exercise of
27

28 ¹ See [Airport Fire | CAL FIRE](#).

1 jurisdiction over Defendants by California courts consistent with the traditional notions of fair play
2 and substantial justice.

3 8. The claims asserted in this complaint arise out of acts, omissions, transactions, and
4 conduct that occurred within the County of Orange, and therefore this action is properly venued in
5 the Superior Court for the County of Orange.

6 9. The amount in controversy exceeds the jurisdictional minimum of this Court.

7 **PLAINTIFFS**

8 10. Plaintiffs (see attached claimant forms).

9 **DEFENDANTS**

10 11. Plaintiffs, upon information and belief, allege that Defendant County is, and was at
11 all relevant times, a political subdivision and/or entity of the State of California. Orange County
12 Public Works (OCPW) is a governmental agency in and for the County of Orange.

13 12. County provides services to approximately three million residents, including
14 Plaintiffs. County owns, operates, and controls public property and infrastructure. County is
15 comprised of several departments, including OCPW. The OCPW, in turn, is responsible for
16 planning, constructing, operating, and maintaining the County's property and infrastructure: public
17 roads, transportation systems, bridges, equipment maintenance, water, and vegetation
18 management, among others.

19 13. County is a public entity pursuant to California Government Code section 811.2.

20 14. At all times relevant to this complaint, County is and was vested by law with
21 authority to acquire property through the power of eminent domain pursuant to the provisions of
22 California Constitution Article I, section 19 and California Code of Civil Procedure sections
23 1230.010, 1235.190, 1240.040, et seq.

24 15. At all times mentioned herein, County planned, installed, operated, constructed,
25 built, and maintained its infrastructure for the benefit of the general public, including but not
26 limited to the use of heavy equipment to move boulders.

1 16. At all times mentioned herein, County provided pre-fire management and fire
2 prevention services in Orange County, including but not limited to vegetation management of its
3 State Responsibility Areas and open space lands and/or districts.

4 17. The true names and capacities, whether individual, corporate, associate, or
5 otherwise of the Defendants Does 1 through 100, inclusive, are unknown to Plaintiffs who sue said
6 Defendants by such fictitious names pursuant to Code of Civil Procedure section 474. The term
7 "Defendants" used throughout this complaint refers collectively to the County, including OCPW,
8 and Does 1 through 100, and each of them.

9 18. Plaintiffs are informed and believe that Defendants, and/or each of them, were the
10 servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each of
11 the other Defendants and were operating within the purpose and scope of said agency, service,
12 employment, partnership, enterprise, conspiracy, and/or joint venture; and each of Defendants has
13 ratified and approved the acts of each of the remaining Defendants.

14 19. Plaintiffs are informed and believe that Defendants install, own, maintain,
15 construct, manage, build, and/or operate infrastructure for the benefit of the general public,
16 including but not limited to the use of heavy equipment to move boulders.

17 20. Plaintiffs are informed and believe that Defendants perform pre-fire management
18 and fire prevention services, including but not limited to vegetation management for the benefit of
19 the general public.

20 21. Plaintiffs further allege that Defendants are in some manner responsible for the acts
21 and occurrences set forth in this Complaint. Plaintiffs may amend or seek to amend this Complaint
22 to allege the true names, capacities, and responsibility of these Doe Defendants once they are
23 ascertained, and to add additional facts and/or legal theories. Plaintiffs make all allegations
24 contained in this Complaint against all Defendants, including Does 1 through 100 pursuant to
25 Code of Civil Procedure section 474. Some or all of the Doe Defendants may be residents of the
26 State of California. At all times mentioned herein, Defendants, and/or each of them, are
27 responsible in some manner for the conduct alleged herein, including, without limitation,
28 furnishing the means and or acting in capacities that create agency, respondent superior, co-

1 venturer, and/or predecessor- or successor-in-interest relationships with the Defendants. The Doe
2 Defendants are private individuals, associations, partnerships, corporations, or otherwise that
3 actively assisted and participated in the negligent and wrongful conduct alleged herein in ways
4 that are currently unknown to Plaintiffs.

5 **COMPLIANCE WITH GOVERNMENT CODE**

6 22. On or around September 30, 2024, prior to the filing of Plaintiffs' complaint,
7 presented a claim on behalf of themselves to Defendant County of Orange and OCPW pursuant to
8 Government Code section 910, et seq. Defendant County of Orange and OCPW failed to act on
9 Plaintiffs' claim within 45 days after it was presented, thus it was deemed rejected pursuant to
10 Government Code section 912.4.

11 **FACTS**

12 **A. County's knowledge of drought conditions, wildfire risks and actions are below the**
13 **standard of care**

14 23. County owns, operates, and controls property and infrastructure, including public
15 roads, canyons, parks, and other property. County controls and maintains the County's
16 infrastructure, including public roads, bridges, open space conservation districts, and equipment.
17 County, through OCPW and OCFA, also performs vegetation management, fire prevention, and
18 fire suppression or reduction efforts.

19 24. Orange County had been under an Excessive Heat Warning, which means high fire
20 danger due to extreme temperatures and low humidity.² The Excessive Heat Warning began on
21 September 4, 2024 and lasted through September 10, 2024.
22

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24
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27 ² The Orange County Register 'Reckless and stupid,' 'incompetent': OC work that started Airport fire
28 questioned, blasted by Teri Sforza; <https://www.ocregister.com/2024/09/12/reckless-and-stupid-incompetent-oc-work-that-started-airport-fire-questioned-blasted/>

1 25. Orange County experienced two wet winters that fueled growth in the wildlands. ..
2 Followed by an Excessive Heat Warning, this overgrown foliage becomes quite dry, brittle and
3 receptive to ignition.³

4 26. County knew or should have known about the significant risk of wildfires in the
5 area posed by the ongoing and immediate climate, weather, and drought conditions in and around
6 its service territory, including but not limited to Trabuco Canyon ("Canyon") in Orange County,
7 California, and the substantially elevated risk of fire ignition resulting from these known and
8 foreseeable conditions. Defendants knew, prior to the Airport Fire's ignition, that hot, dry weather
9 conditions create an elevated risk of wildfires and that Southern California, including Orange
10 County, faced record highs throughout 2024.⁴ Defendants also knew that surrounding counties,
11 like Riverside County, faced significant drought having recorded the driest August over the past
12 130 years.⁵

13 27. According to CAL FIRE's Hazard Severity Zones in Orange County, the Airport
14 Fire's general area of origin was located in a red zone; also referred to as a "Very High Fire
15 Hazard Severity Zone" ("Red Zone").⁶ This classification put Defendants on notice to use
16 heightened safety measures and increased precautions when operating their equipment.
17 Additionally, CAL FIRE continuously updates its Fire Hazard Severity Zone Viewer. This viewer
18 has the Airport Fire's General Area of Origin labeled with an overlay as "VHFHSZ" standing for
19 Very High Fire Hazard Severity Zone.⁷ The following screenshot was taken of CAL FIRE's Fire
20 Hazard Severity Viewer, and the red dot depicts the Airport Fire's general area of origin in the
21 VHFHSZ zone:

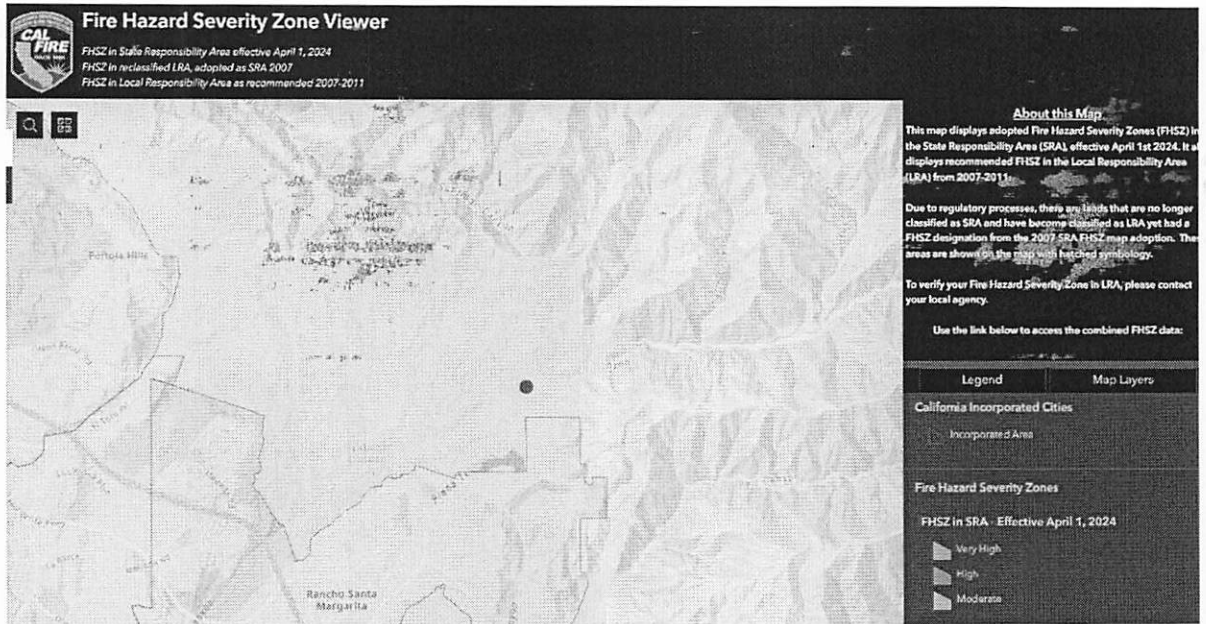
22
23
24 ³ *Id.* quoting Alex Tardy of the National Weather Service

25 ⁴ See Powerful heat wave hits Southern California starting Tuesday, but how hot will it be? - ABC7 Los Angeles; Triple-digit heat wave continues to broil Southern California - Los Angeles Times (latimes.com).

26 ⁵ See Riverside County Conditions | Drought.gov.

27 ⁶ See Fire Hazard Severity Zone Viewer | CAL FIRE Hub (arcgis.com).

28 ⁷ *Id.*



28. Despite the known risks, Defendants allowed the Canyon to become overgrown and filled with dry brush. Given the high fire danger this overgrown dry brush presented, County operated steel machinery to move, crush, and/or place boulders—creating the foreseeable risk of sparking—in a forested canyon. Defendants had a duty to properly maintain its infrastructure and equipment to ensure its safe operation by adequately planning, constructing, and operating its systems and services. However, Defendants violated these duties by using its machinery in a manner that posed a significant risk of and in fact, did cause a wildfire.

29. Defendants were aware that its operations, including but not limited to the use of heavy machinery to move, crush, and/or place boulders, is an inherently dangerous and ultrahazardous activity given its proximity to forested areas filled with dry brush and the significant threat of wildfire. Indeed, Defendants were placing the boulders to prevent access to vegetation susceptible to wildfires. Defendants are required to exercise an increased level of care commensurate with and proportionate to the increased risk of danger associated with their conduct. The conditions and circumstances existing at the time of the Airport Fire's ignition were reasonably foreseeable by Defendants.

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1 **COUNTY'S EQUIPMENT IGNITES THE AIRPORT FIRE**

2 30. On September 9, 2024, during the Excessive Heat Warning and high fire danger,
3 County employees operated County equipment to move and place large boulders as barriers on
4 Trabuco Creek Road. The boulders were to act as a fire prevention barrier to part of the canyon
5 filled with dry brush. During this work, the employees noticed smoke from their equipment and
6 called 911.



21 A burnt truck sits on Trabuco Creek Road in Trabuco Canyon, CA, on Wednesday, Sept. 11,
22 2024. (Photo by Jeff Gritchen, Orange County Register/SCNG)

23 31. Plaintiffs are informed and believe, consistent with the OCFA Deputy Chief's
24 comments, that the Airport Fire was caused by County's machinery and/or failure to maintain
25 public property in a safe condition.⁸

26
27
28 ⁸ See Airport Fire in Orange County's Trabuco Canyon area spreads to more than 23,000 acres, homes
 destroyed near Lake Elsinore - ABC7 Los Angeles.

32. First, Defendants were present and utilized heavy machinery to move, crush, and/or place boulders to create a barrier restricting access to vegetation. The County's conduct occurred in a Very High Fire Hazard Severity Zone where there was an increased risk of wildfire due to hot machinery and boulders connecting with one another.

33. ~~Second, and in the alternative, Defendants negligently, recklessly, and willfully~~
~~failed to properly, safely, and prudently inspect, repair, maintain, and operate the machinery~~
~~within its infrastructure, ultimately leading to the catastrophic Airport Fire.~~

34. Third, and in the alternative, Defendants negligently, recklessly, and willfully failed to properly, safely, and prudently maintain its property in a safe condition by failing to comply with vegetation management and other fire prevention policies, regulations, and requirements.

35. The conditions and circumstances surrounding the ignition of the Airport Fire, including the nature of Defendants' services, dry conditions, and a prolonged heatwave were foreseeable by any reasonably prudent person and, therefore, were certainly foreseeable to Defendants—which have a special knowledge and expertise as to their services.

36. The Airport Fire was not the result of an “act of God” or other *force majeure*. This wildfire was started Defendants’ machinery, which was intentionally used to move, crush, and/or place boulders—boulders that would create a spark when contact was initiated with the machinery.

37. As a result of the Airport Fire, Plaintiffs suffered substantial harm, including damage to and/or destruction of real and personal property, lost business income, and evacuation expenses. The harms caused by the Defendants are extensive and ongoing.

FIRST CAUSE OF ACTION

INVERSE CONDEMNATION

By Plaintiffs for Inverse Condemnation Against County

38. Plaintiffs incorporate and reallege each of the paragraphs above as though fully set forth herein.

1 39. On September 9, 2024, Plaintiffs are the owners of real and/or personal property
2 located within Riverside County that was damaged, destroyed, or affected by the Airport Fire,
3 which ignited in Orange County.

4 40. Prior to and on September 9, 2024, County, controlled, operated, maintained,
5 constructed, used and/or serviced equipment, infrastructure, and public property within Orange
6 County, including performing fire hardening, fire suppression, fire prevention, and vegetation
7 management in and around the Airport Fire's location or origin. County's conduct was for the
8 benefit of the general public.

9 41. On September 9, 2024, County was aware of the inherent dangers and risks
10 associated with allowing dry brush to become overgrown during extreme fire conditions. County
11 was also aware of the inherent dangers and risks associated with the use of heavy, steel machinery
12 to move, crush, and/or place boulders in a Red Zone. Indeed, the boulders were being moved,
13 crushed, and/or placed to block access to this overgrown dry brush that was susceptible to
14 wildfires for the benefit of the general public.

15 42. This inherent risk was realized on September 9, 2024, when the steel machinery
16 and boulders connected, created a spark that ignited the dry brush in the Canyon causing the
17 Airport Fire and resulted in the taking and/or damaging of Plaintiffs' real and/or personal property.

18 43. This taking was legally and substantially caused by County's actions and inactions
19 in constructing, installing, operating, controlling, using, servicing, and/or maintaining its property,
20 equipment, and infrastructure, including the placement of boulders with steel machinery.

21 44. Plaintiffs have not been adequately compensated, if at all, for this taking.

22 45. Pursuant to Article 1, Section 19 of the California Constitution, Plaintiffs seek just
23 compensation for this taking, according to individual proof at trial.

24 46. Plaintiffs further seek, pursuant to Code of Civil Procedure section 1036, to recover
25 all litigation costs, expense, and interest with regard to the compensation of damage to their
26 property, including attorneys' fees, expert fees, consulting fees, and litigation costs.

27 ///

28 ///

1 **SECOND CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **By Plaintiffs for Negligence Against County**

4 47. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
5 contained above as though the same were set forth herein in full.

6 48. Under Government Code section 820, public employees are liable for torts like
7 private people. Under Government Code section 815.2, public entities are liable for torts of public
8 employees done in the course and scope of their employment.

9 49. County employees acting within the course and scope of their employment in
10 controlling, operating, and maintaining County equipment, property, and infrastructure were
11 under a duty codified in Civil Code section 1714(a), which states, in pertinent part:

12 Everyone is responsible, not only for the result of his or her willful
13 acts, but also for an injury occasioned to another by his or her want
14 of ordinary care or skill in the management of his or her property or
15 person, except so far as the latter has, willfully or by want of ordinary
care, brought the injury upon himself or herself.

16 50. County and its employees have a nondelegable duty to apply a level of care
17 commensurate with and proportionate to the danger of constructing, controlling, operating, and
18 maintaining its property and infrastructure, inclusive of its equipment, services performed, and
19 vegetation management.

20 51. County and its employees have a nondelegable duty of vigilant oversight in the
21 maintenance, repair, operation, installation, management, and supervision, appropriate to the
22 changing conditions and circumstances of their property, infrastructure, equipment, and services.

23 52. County and its employees have a nondelegable duty to maintain its property in a
24 safe condition, including performing vegetation management, fire suppression, fire hardening, and
25 fire prevention activities.

26 53. County and its employees have special knowledge and expertise far beyond that of a
27 layperson, that they were obligated and required to use in the construction, use, operation, repair,
28 and maintenance of their infrastructure, property, equipment, and services to assure safety under

1 the local conditions of the service area, including, but not limited to, the equipment used, the
2 activity untaken, and operation of equipment, all of which were prone to ignite sparks in the
3 service area given local conditions, including unprecedented heatwaves, dry conditions, and
4 susceptible vegetation, which was left unmaintained.

5 54. County and its employees breached their duties in negligently controlling,
6 operating, and maintaining County equipment and infrastructure in a manner that was foreseeable
7 to start a fire. County employees failed to utilize appropriate fire safety methods to prevent County
8 equipment from igniting dry brush in the Canyon.

9 55. It was foreseeable that a massive wildfire would destroy personal and real property,
10 force residents in the fire area to evacuate, and prevent customers of businesses located within the
11 fire area from patronizing those businesses. Notwithstanding the above, County employees failed to
12 take reasonable precautions to protect adjoining property owners against the foreseeable risk of
13 harm created by their activities. The Airport Fire was a direct and legal result of the negligence,
14 carelessness, recklessness, and/or unlawfulness of County employees who breached their respective
15 duties owed to Plaintiffs, and each of them, including but not limited to: (1) failing to comply with
16 the applicable statutory, regulatory, and/or professional standards of care; (2) failing to take
17 necessary precautions given conditions and circumstances in service area; (3) failing to construct,
18 monitor, operate, and/or maintain its machinery in a manner that avoids the potential to ignite a
19 fire; (4) failing to implement procedures based upon service conditions, including procedures for
20 using machinery to move objects prone to ignite fires; (5) failing to adequately maintain vegetation
21 in public property; (6) failing to properly train and supervise employees and agents responsible for
22 maintenance, inspection, and operation of the machinery, services provided, and vegetation
23 management; and/or (7) violating Health and Safety Code section 13007 by allowing fire to be set
24 to the property of another.

25 56. As a direct and legal result of County and its employees' actions and/or omissions,
26 Plaintiffs suffered damages, which were clearly and certainly caused by the Airport Fire, including
27 the cost to repair and replace the damaged and/or destroyed real and personal property, personal
28

1 injuries, evacuation expenses, medical expenses, lost wages, emotional distress, and other
2 damages

3 57. Public policy supports finding a duty of care in this circumstance due to County
4 and its employees' violation of California Civil Code sections 3479 and 3480.

5 **THIRD CAUSE OF ACTION**

6 **By Plaintiffs For Trespass Against County and Does 1-100**

7 58. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
8 forth herein at length.

9 59. At all times relevant herein, Plaintiffs were the owners and/or lawful occupants of
10 real property damaged or destroyed by the Airport Fire.

11 60. Defendants, including County, had a duty to use reasonable care not to enter,
12 intrude on, or invade Plaintiffs' real properties. Defendants, including County through the acts of
13 its employees as established above, negligently allowed the Airport Fire to ignite and/or spread out
14 of control, causing injury to Plaintiffs. The spread of a negligently caused fire to wrongfully
15 occupy land of another constitutes a trespass.

16 61. Plaintiffs did not grant permission for Defendants to cause the Airport Fire to their
17 property.

18 62. As a direct, proximate and substantial cause of the trespass, Plaintiffs have suffered
19 and will continue to suffer damages, including but not limited to damage to property, discomfort,
20 annoyance, and emotional distress in an amount to be proven at trial.

21 63. As a further direct and proximate result of the conduct of Defendants, Plaintiffs have
22 hired and retained counsel to recover compensation for loss and damage and are entitled to recover
23 all attorney's fees, expert fees, consultant fees, and litigation costs and expenses, as allowed under
24 California Code of Civil Procedure section 1029.1.

25 64. As a further direct and proximate result of the conduct of Defendants, Plaintiffs seek
26 the reasonable cost of repair or restoration of their property to its original condition and/or loss of
27 use damages, as allowed by California Civil Code section 3334.

28 65. Defendants' conduct was willful and wanton, and with a conscious disregard for the

1 disastrous consequences that Defendants knew would occur as a result of their dangerous conduct.
2 Accordingly, Defendants acted with malice towards Plaintiffs, which is an appropriate predicate fact
3 for an award of exemplary damages in an amount according to proof.

4 **FOURTH CAUSE OF ACTION**

5 **By Plaintiffs For Private Nuisance Against County and Does 1-100**

6 66. Plaintiffs incorporate and re-allege by this reference each of the paragraphs set forth
7 as though fully set forth herein.

8 67. Plaintiffs own and/or occupy real property in the fire area. At all times relevant
9 herein, Plaintiffs had a right to occupy, enjoy, and/or use their property without interference by
10 Defendants.

11 68. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act
12 resulted in a fire and foreseeable obstruction to the free use of Plaintiffs' property, invaded the right
13 of Plaintiffs to use their property, and interfered with Plaintiffs' enjoyment of their property, causing
14 Plaintiffs unreasonable harm and substantial actual damages constituting a nuisance pursuant to
15 *Civil Code* § 3479.

16 69. As a direct and proximate result of the conduct of Defendants, Plaintiffs seek the
17 reasonable cost of repair or restoration of their property to its original condition and/or loss-of-use
18 damages, as allowed under Civil Code section 3334.

19 **FIFTH CAUSE OF ACTION**

20 **By Plaintiffs For Public Nuisance Against County and Does 1-100**

21 70. Defendants owed a duty to the public, including Plaintiffs, to conduct their business
22 in a manner that did not cause harm to the public welfare.

23 71. Defendants in maintaining public property in a dangerous condition and, by its
24 employees acting and/or failing to act, as alleged herein above, created a condition that was harmful
25 to the health of the public, including Plaintiffs, and created a fire which damaged and interfered with
26 the quite use and enjoyment of their property. This interference is both substantial and unreasonable.

27 72. Plaintiffs do not consent, expressly or impliedly, to the wrongful conduct of
28 Defendants.

1 73. The Airport Fire which was created by Defendants affected a substantial number of
2 people at the same time within the general public, including Plaintiffs, and constituted a public
3 nuisance under Civil Code sections 3479 and 3480 and Public Resources Code sections 4170 and
4 4171.

5 74. The damaging effects of Defendants' creation of a fire hazard and the resulting
6 Airport Fire are ongoing and affect the public at large.

7 75. As a direct and legal result of the Defendants' conduct, Plaintiffs have suffered harm
8 that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have
9 lost the occupancy, possession, use, and/or enjoyment of their land, real, and/or personal property,
10 including, but not limited to a diminution of value of their real property; an impairment of the ability
11 to sell their property; property exposed to chemical retardant agents dropped from airborne
12 firefighting aircraft; and lingering smell of smoke, soot, ash and dust in the air.

13 76. As a further direct and legal result of the conduct of Defendants, Plaintiffs have
14 suffered, and will continue to suffer, discomfort, anxiety, fear, worry, annoyance, and/or stress
15 attendant to the interference with the occupancy, possession, use and/or enjoyment of their property.

16 77. A reasonable, ordinary person would be annoyed or disturbed by the conditions
17 caused by Defendants, and the resulting Airport Fire.

18 78. Defendants' conduct is unreasonable and the seriousness of the harm to the public,
19 including Plaintiffs, outweighs the social utility of Defendants' conduct. There is little to no social
20 utility associated with causing wildfires to destroy the property of the Plaintiffs.

21 79. The unreasonable conduct of Defendants is a direct and legal cause of the harm,
22 injury, and/or damage to the public, including Plaintiffs.

23 80. Defendants have failed to maintain its property, equipment, or infrastructure in a safe
24 condition. Defendants failed to comply with its fire hardening and vegetation management policies,
25 failed to trim and/or remove vegetation on public property, and/or remediate the potential for
26 harmful contact between Defendants' equipment and boulders thereby creating a spark, and
27 Defendants' failure to do so exposed every member of the public to a foreseeable danger of personal
28 injury, death, and/or a loss or destruction of real and personal property.

81. Defendants' conduct set forth above constitutes a public nuisance within the meaning of Civil Code sections 3479 and 3480, Public Resources Code sections 4104 and 4170, and Code of Civil Procedure section 731. Under Civil Code section 3493, Plaintiffs have standing to maintain an action for public nuisance because the nuisance is especially injurious to Plaintiffs, because, as described above, it is injurious and/or offensive to the senses of the Plaintiffs, unreasonably interferes with their comfortable enjoyment of their property, and/or unlawfully obstructs the free use, in the customary manner, of their property.

82. For these reasons, Plaintiffs seek an order directing Defendants to abate the existing and continuing nuisance described above.

FIFTH CAUSE OF ACTION

By Plaintiffs For Dangerous Condition of Public Property Against County and Does 1-100

83. Plaintiffs incorporate and re-allege by this reference, each of the paragraphs set forth as though fully set forth herein.

84. Defendants owned, controlled, or maintained the public road and adjacent canyon, an open space conservation district, in the area of the origin of the Airport Fire.

85. Defendants acted wantonly, unlawfully, carelessly, recklessly, and/or negligently in failing to properly manage and maintain its property allowing an unsafe condition presenting a foreseeable risk of fire danger to exist on public property.

86. In its role of providing fire prevention services, Defendants have superior knowledge and experience in dealing with fire hazards. Defendants also had actual and constructive notice of the dangerous condition. Defendants were aware of the high fire risk and dry brush that acted as a fire hazard.

87. Defendants also created a dangerous condition that caused the Airport Fire when they used heavy, steel machinery to move boulders during a triple-digit heat wave and dry conditions. Defendants, aware of the fire risk, were moving the boulders to block access to vegetation susceptible to wildfires when its steel machinery sparked the blaze.

88. The dangerous condition Defendants maintained or otherwise created on its public property ignited the Airport Fire, which rapidly spread to Plaintiffs properties causing them harm

1 and damages.

2 89. As a direct and legal result of the wrongful acts and/or omissions of Defendants,
3 Plaintiffs suffered, and continues to suffer, the injuries and damages as set forth above.

4 90. As a further direct and legal result of the wrongful acts and/or omissions of
5 Defendants, Plaintiffs seek the recovery of punitive and exemplary damages against Defendants as
6 set forth above.

7 **PRAYER FOR RELIEF**

8 Plaintiffs pray for judgment against the County and Does 1 through 100, and each of them
9 as follows:

- 10 1. For monetary damages in an amount to be proven at trial, which exceeds the
11 jurisdictional minimum of this Court;
 - 12 2. Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
13 personal property;
 - 14 3. Loss of wages, earning capacity, goodwill, and/or business profits or proceeds
15 and/or any related displacement expenses;
 - 16 4. Out of pocket costs;
 - 17 5. Damage to real and personal property;
 - 18 6. Past and future medical expenses and incidental expenses;
 - 19 7. General damages for personal injury, emotional distress, fear, annoyance,
20 disturbance, inconvenience, mental anguish, and loss of quiet enjoyment of
21 property;
 - 22 8. For prejudgment interest in accordance with California Civil Code section 3287
23 and the California Constitution;
 - 24 9. For attorneys' fees and cost of suit to the extent allowed by California law,
25 including California Code of Civil Procedure sections 1021.9 and 1036; and
 - 26 10. For such other relief as the Court deems just and proper.
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JURY TRIAL DEMAND

Plaintiffs hereby demand a jury trial on all causes of action for which a jury is available under the law.

SINGLETON SCHREIBER, LLP

Dated: November 4, 2024

By: _____
Paul Starita

Attorneys for Plaintiffs