

Electronically FILED by Superior Court of California, County of Los Angeles on 01/13/2022 01:16 PM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Lozano, Deputy Clerk

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

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14 PEOPLE OF THE STATE OF CALIFORNIA,
 ex. rel. Rodrigo A. Castro-Silva, the Los
 Angeles County Counsel; COUNTY OF LOS
 15 ANGELES, a political subdivision of the State
 of California; LOS ANGELES COUNTY
 FLOOD CONTROL DISTRICT, a special
 16 district; CONSOLIDATED FIRE
 PROTECTION DISTRICT OF LOS
 ANGELES COUNTY, a special district,

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Plaintiffs,

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v.

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PROLOGIS, INC., a Maryland corporation;
 21 LIBERTY PROPERTY LIMITED
 PARTNERSHIP, a Pennsylvania limited
 22 partnership; PROLOGIS, L.P., a Delaware
 limited partnership and trustee of the
 LIBERTY PROPERTY TRUST; DAY TO
 23 DAY IMPORTS INC., a California
 corporation; VIRGIN SCENT INC. d/b/a
 24 ARTNATURALS, a California corporation;
 AKIVA NOUROLLAH, an individual;
 25 YOSEF NOUROLLAH, an individual;
 26 YEHUDA NOUROLLAH, an individual;
 YAAKOV NOUROLLAH, an individual; and
 27 DOES 1-100, inclusive,

28

Defendants.

CASE NO. **22STCV01489**

**COMPLAINT FOR DAMAGES,
 PUNITIVE DAMAGES, EQUITABLE
 RELIEF, AND CIVIL PENALTIES FOR:**

1. PUBLIC NUISANCE
2. NEGLIGENCE
3. NEGLIGENCE PER SE
4. STRICT LIABILITY FOR ULTRA-
HAZARDOUS ACTIVITIES
5. TRESPASS
6. VIOLATION OF FLOOD
CONTROL DIST. CODE §§
19.07(A), 19.11, 21.07, 21.23
7. VIOLATION OF LOS ANGELES
COUNTY CODE § 20.94.040
8. HAZARDOUS MATERIALS
EMERGENCY RESPONSE COST
RECOVERY (LOS ANGELES
COUNTY CODE §§ 1.23.010, et seq.
and 12.56.050)
9. VIOLATION OF HEALTH &
SAFETY CODE § 13009, *ET SEQ.*
10. VIOLATION OF UNFAIR
COMPETITION LAW (BUS. &
PROF. CODE § 17200, *ET SEQ.*)

[Unlimited Civil Case]

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Demand for Jury Trial

Related cases: [21STCV38929;
21STCV40714; 21STCV40942;
21STCV41266; 21STCV41880;
21STCV45352]

Plaintiffs PEOPLE OF THE STATE OF CALIFORNIA, by and through Rodrigo A. Castro-Silva, County Counsel for the County of Los Angeles; COUNTY OF LOS ANGELES; LOS ANGELES COUNTY FLOOD CONTROL DISTRICT; and CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (collectively "Plaintiffs") allege herein on information and belief as follows:

INTRODUCTION

1. On the afternoon of September 30, 2021, millions of pounds of highly flammable hazardous materials (hand sanitizers, anti-bacterial wipes, and other commercial flammable products), illicitly stored in the outdoor yard of the warehouse distribution facility located at the property commonly known as 16325 South Avalon Boulevard, Carson, California 90248, and more particularly described by the Los Angeles County Assessor's parcel numbers 6125-013-060 and 6125-013-060 ("Property"), ignited, causing a massive fire on the Property ("Fire"). During the ensuing firefighting effort, which lasted several days, enormous quantities of these hazardous materials and waste discharged into the storm drains on and near the Property, and eventually flowed into the Dominguez Channel ("Channel"). The hazardous materials, which contained alcohol-based chemical substances, including, but not limited to, ethanol, isopropyl alcohol, benzoic acid, benzyl alcohol, and benzene, caused a chemical and biological reaction in the Channel waters releasing large amounts of hydrogen sulfide gas, and its characteristic foul odor, into the air. Within days of the Fire, thousands of residents in the city of Carson and surrounding areas sensed a pervasive foul odor, reminiscent of rotten eggs and sewage, causing those residents to feel sick, and to suffer from nausea, vomiting, irritation of the eyes, skin, and throat, and headaches. The foul odor lingered for weeks and created a public nuisance in a portion of the city of Carson and nearby areas, causing thousands of impacted residents and families to temporarily relocate from their homes.

1 their behalf pursuant to Code of Civil Procedure section 731 and Business and Professions Code
2 section 17204.

3 6. Plaintiff County is a political subdivision of the State of California and a charter
4 county existing under the constitution and laws of the State of California.

5 7. Plaintiff Flood Control District is a special district and body corporate and politic,
6 created by the California legislature through enactment of the Los Angeles County Flood Control
7 Act of 1915, which empowers the Flood Control District to provide flood protection, water
8 conservation, appurtenant recreation, and aesthetic enhancement within its 2,700 square-mile
9 jurisdiction in the county of Los Angeles. Pursuant to California Water Code Appendix section
10 28-3, the Flood Control District is governed by the County Board of Supervisors, its duties carried
11 out by and through the County Department of Public Works, and its legal representation provided
12 by the Office of the County Counsel. The Flood Control District owns or has an easement in,
13 operates, maintains, and exercises control over the Channel.

14 8. Plaintiff Fire Protection District is a special district created by and existing under
15 the laws of the County of Los Angeles and the State of California. The Fire Protection District is
16 responsible, among other things, for providing fire protection to four million residents living in 60
17 cities and all unincorporated areas of the county of Los Angeles. Additionally, it protects the
18 public health and the environment within its jurisdiction from accidental releases and improper
19 handling, storage, transportation, and disposal of hazardous materials and wastes through
20 coordinated efforts of inspections, emergency response, enforcement, and site mitigation
21 oversight. The Fire Protection District acts as a Certified Unified Program Agency for the City of
22 Carson, and the Property lies within its regulatory and enforcement jurisdiction.

23 **B. Defendants**

24 9. At all times material to this action, defendant PROLOGIS, INC. ("Prologis") was
25 and is a Maryland corporation with its principal place of business in San Francisco, California, and
26 the parent company of defendant LIBERTY PROPERTY, L.P. Prologis is a large, publicly-traded
27 company, which owns, invests in, and leases logistics facilities. Among its thousands of
28 properties, Prologis owns, manages, and exercises control over the Property.

1 10. At all times material to this action, defendant LIBERTY PROPERTY, L.P.
2 ("Liberty") was and is a Pennsylvania limited partnership with its principal place of business in
3 Pennsylvania and a subsidiary of Prologis. Liberty is the record owner of the Property and leases
4 it to defendant DAY TO DAY IMPORTS, INC. under a written lease agreement ("Lease
5 Agreement").

6 11. At all times material to this action, defendant PROLOGIS, L.P. ("Prologis LP")
7 was and is a Delaware limited partnership with its principal place of business in San Francisco,
8 California. Prologis LP is the trustee of Liberty Property Trust, which, in turn, is the general
9 partner of Liberty, and signor of the Lease Agreement.

10 12. At all times material to this action, defendant DAY TO DAY IMPORTS, INC.
11 ("Day to Day"), bearing California Secretary of State entity number C3278996, was and is a
12 corporation organized and existing under the laws of the state of California, with its principal
13 place of business in the county of Los Angeles, state of California, and lessee of the Property.

14 13. At all times material to this action, defendant VIRGIN SCENT INC. d/b/a
15 ArtNaturals ("Virgin Scent"), bearing California Secretary of State entity number C3520649, was
16 and is a corporation organized and existing under the laws of the state of California, with its
17 principal place of business in the county of Los Angeles, state of California, and the guarantor of
18 the Lease Agreement and sublessee of the Property.

19 14. At all times material to this action, defendant AKIVA NOUROLLAH ("Akiva
20 Nourollah") was and is the owner, shareholder, and/or responsible corporate officer of Day to Day
21 and Virgin Scent, who through his acts and/or omissions caused the Plaintiffs' injuries complained
22 herein.

23 15. At all times material to this action, defendant YOSEF NOUROLLAH ("Yosef
24 Nourollah") was and is the owner, shareholder, and/or responsible corporate officer of Day to Day
25 and Virgin Scent, who through his acts and/or omissions caused the Plaintiffs' injuries complained
26 herein.

27 16. At all times material to this action, defendant YEHUDA NOUROLLAH ("Yehuda
28 Nourollah") was and is the owner, shareholder, and/or responsible corporate officer of Day to Day

1 and Virgin Scent, who through his acts and/or omissions caused the Plaintiffs' injuries complained
2 herein.

3 17. At all times material to this action, defendant YAAKOV NOUROLLAH ("Yaakov
4 Nourollah") was and is the owner, shareholder, and/or responsible corporate officer of Day to Day
5 and Virgin Scent, who through his acts and/or omissions caused the Plaintiffs' injuries complained
6 here.

7 18. Defendants Akiva, Yosef, Yehuda, and Yaakov Nourollah are hereinafter
8 collectively referred to as ("the Nourollahs").

9 **C. Doe Defendants**

10 19. Plaintiffs are ignorant of the true names and capacities of the defendants sued here,
11 pursuant to Code of Civil Procedure section 474, as DOES 1 through 100, inclusive. Plaintiffs are
12 informed and believe, and on that basis allege, that each of the fictitiously named defendants is
13 responsible in some manner for the acts or omissions herein alleged, and that the Plaintiffs'
14 injuries were caused by such defendants. Plaintiffs will seek leave of the Court to amend this
15 Complaint to reflect the true names and capacities of the defendants designated herein as DOES
16 when such identities and capacities become known.

17 **D. Agency**

18 20. At all times material to this action, each of the Defendants is and was the agent,
19 servant, employee, and/or partner of each of the remaining Defendants named herein and were at
20 all times operating and acting within the purpose and scope of said agency, service, employment,
21 partnership, and/or conspiracy. Each Defendant has rendered substantial assistance and
22 encouragement to the other Defendants, acting in concert knowing that its conduct was wrongful
23 and/or unlawful, and each Defendants has ratified and approved the acts of each of the remaining
24 Defendants.

25 21. Each of the members of a joint venture, and the joint venture itself, are responsible
26 for the wrongful conduct of a member acting in furtherance of the venture.

27 22. At all times material to this action, defendants Prologis, Liberty Property, and
28 Prologis LP, as trustee of the Liberty Property Trust (collectively "Property Owner Defendants"),

1 were operating a single real estate investment company as a joint venture, and are jointly and
2 severally responsible for the wrongful conduct of each other's agents, employees, or members
3 acting in furtherance of the joint venture. Property Owner Defendants have rendered substantial
4 assistance and encouragement to each other, acting in concert knowing that its conduct was
5 wrongful and/or unlawful, and each of them have ratified and approved the acts of each other.

6 23. Similarly, at all times material to this action, Day to Day, Virgin Scent, and the
7 Nourollahs (collectively "Tenant Defendants") were operating a single company as a joint venture,
8 and are jointly and severally responsible for the wrongful conduct of each other's agents,
9 employees, or members acting in furtherance of the joint venture. Tenant Defendants have
10 rendered substantial assistance and encouragement to each other, acting in concert knowing that its
11 conduct was wrongful and/or unlawful, and each of them have ratified and approved the acts of
12 each other.

13 **E. Alter Ego Liability**

14 24. At all times material to this action, the Nourollahs were and are operating Day to
15 Day and Virgin Scent as mere alter egos and were personally involved in the wrongful conduct
16 alleged herein. There exists a unity of interest between the Nourollahs, Day to Day, and Virgin
17 Scent such that those companies are a mere shell, instrumentality, or conduit for the affairs of the
18 Nourollahs.

19 25. Moreover, Plaintiffs are informed and believe, and on that basis allege, that Day to
20 Day and Virgin Scent are inadequately capitalized and have failed to abide by the formalities of
21 corporate existence. In addition, the Nourollahs siphoned revenue from these business entities for
22 their personal enrichment and to keep them in a perpetual state of insolvency. To recognize the
23 separate existence of Day to Day Imports, Virgin Scent, and the Nourollahs and treat them as sole
24 actors will result in inequity and injustice in this action.

25 26. Additionally, Plaintiffs are informed and believe, and on that basis allege, the
26 Nourollahs are responsible corporate officers who actively participated in, directed, or authorized
27 and/or had knowledge of the wrongful conduct alleged herein, and are therefore, independently
28 personally liable.

1 27. Finally, Plaintiffs are informed and believe, and on that basis allege, that the
2 Nourollahs diverted assets from Day to Day and Virgin Scent to themselves, other persons, and/or
3 corporate entities in order to defraud creditors and avoid liability.

4 **JURISDICTION AND VENUE**

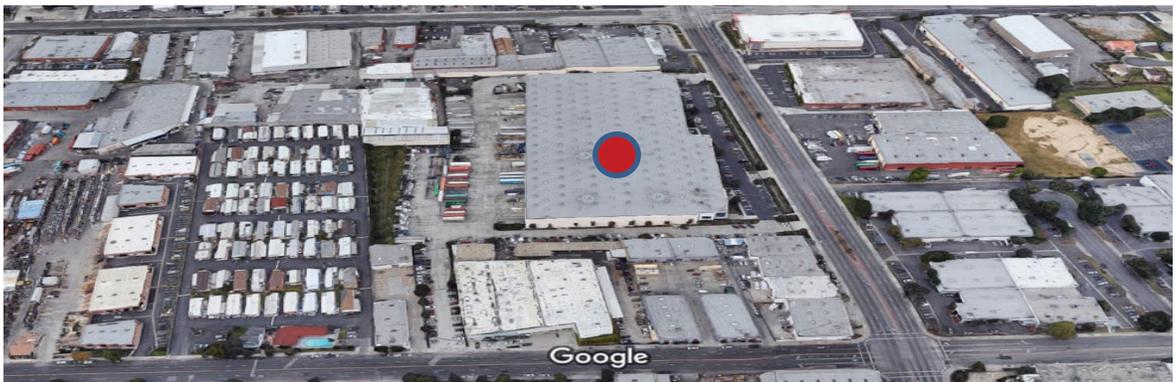
5 28. Pursuant to Code of Civil Procedure section 410.10, this action lies within the
6 general jurisdiction of this Court, because the causes of action arise under the California law,
7 Defendants reside and/or do business within California, and all or substantial part of the events,
8 acts, omissions, and transactions complained of herein occurred in and/or originated in the county
9 of Los Angeles. Moreover, the Plaintiffs' damages and civil penalties sought exceed the
10 jurisdictional minimum.

11 29. Pursuant to Code of Civil Procedure sections 392, 393, 395, 395.5, and Los
12 Angeles Superior Court local rule 2.3, venue is proper in the Superior Court of the State of
13 California for the County of Los Angeles, Central District.

14 **GENERAL ALLEGATIONS**

15 **A. The Property**

16 30. The Property is an industrial site consisting of two adjoining parcels – the northern
17 and southern parcel. The northern, 11-acre parcel contains a 210,710 square-foot warehouse
18 ("Warehouse"), and a large outdoor storage yard, loading dock, and stormwater retention basin on
19 the westerly side of the parcel. The southern, half-acre parcel is a paved driveway, which extends
20 south to Gardena Boulevard. The Property is situated in the northwestern portion of the city of
21 Carson, near the intersection of Avalon Boulevard to the east, and Gardena Boulevard to the south.



28 Source: Google Maps

1 31. The Warehouse is divided in two parts. The southern part, approximately 115,000
2 square-feet in size, is occupied by Day to Day and Virgin Scent. The smaller, northern portion of
3 the Warehouse, approximately 95,000 square-feet in size, is occupied by DGA Services, Inc. d/b/a
4 JIT Transportation, a trucking company ("JIT Transportation").

5 32. The area surrounding the Property is primarily industrial; however, large swaths of
6 residential and commercial properties, including, but not limited to, a mobile home park, single-
7 family and multi-family residences, businesses, schools, and parks, are located approximately one
8 half mile to the north, east, and south of the Property.

9 **B. Lease Agreement**

10 33. Liberty is the record owner of the Property. On or about February 4, 2020,
11 Prologis purchased Liberty Property Trust, including Liberty, for \$13 billion, in an all-stock
12 acquisition, with assumption of debt.

13 34. On or about October 5, 2020, Liberty leased the Property to Day to Day for use as a
14 distribution center and warehouse. The Lease Agreement describes the Property as the "South
15 Bay Distribution Center 30."

16 35. Virgin Scent executed a written guarantee of the Lease Agreement, in which it
17 committed to ensuring Day to Day's full compliance with the terms of the Lease Agreement.
18 Akiva Nourollah signed the Lease Agreement on behalf of Day to Day and the guarantee on behalf
19 of Virgin Scent. Prologis LP, as trustee of the Liberty Property Trust, the Liberty's general
20 partner, executed the Lease Agreement on behalf of Liberty. Liberty designated Prologis in the
21 Lease Agreement as the entity responsible for receiving notices related to the Lease Agreement,
22 while Day to Day designated Akiva and Yaakov Nourollah for that purpose.

23 36. Day to Day sublets the northern portion of the Warehouse to JIT Transportation.

24 37. In addition to being a guarantor, Virgin Scent is also a subtenant of Day to Day in
25 actual physical possession of the Property pursuant to a written sublease that it has with Day to
26 Day. Virgin Scent operates a warehouse distribution center on the Property and, through its dba
27 ArtNaturals, is a wholesaler of personal care and cosmetic consumer products.

1 41. It was not until August 2021, months after the Tenant Defendants were cited by the
2 Fire Protection District, that Mr. Saldana reported his observations of improper storage of
3 hazardous, flammable materials on the Property to the Fire Protection District.

4 42. It is the Tenant Defendants' regular business practice to operate its businesses in
5 violation of the hazardous materials laws. The Fire Protection District first learned about
6 existence of hazardous materials violations on the Property after inspecting another warehouse
7 leased and operated by the Tenant Defendants.

8 43. On or about May 12, 2021, in response to a complaint about a potential illicit
9 release of hazardous materials, Fire Protection District inspected a property located at 902 E. 59th
10 Street, Los Angeles, California 90001 (hereinafter referred to as "59th Street Property"). The 59th
11 Street Property was being leased by Day to Day and used for storage of various consumer
12 cosmetic and disinfectant products. Yaakov Nourollah was present during the inspection. While
13 at the 59th Street Property, the fire inspectors observed approximately 500 pallets stacked with
14 boxes, which were labeled "flammable liquid" and contained hand sanitizers in liquid and gel
15 form, alcohol-based sprays, and anti-bacterial wipes. Each pallet contained approximately 100
16 gallons of liquid, for a total of 50,000 gallons. The individual containers inside of the boxes were
17 labelled "Art Naturals" and had 70% alcohol content. The fire inspectors further observed gel
18 leaking from damaged bottles and wet cardboard boxes. The boxes and pallets were located at the
19 exterior, on the west, north, and east sides of the warehouse. As a result of these observations, the
20 Fire Protection District issued a notice of violation to Day to Day and Yaakov Nourollah for
21 numerous violations of the hazardous material storage laws and regulations. During the course of
22 its investigation of the 59th Street Property, the Fire Protection District learned that Tenant
23 Defendants may also be storing large amounts of hazardous and flammable products at the
24 Property.

25 44. On or about May 19, 2021, Fire Protection District inspected the Property. The fire
26 inspectors observed essential oils stored in 55-gallon drums and numerous pallets containing
27 boxes of hand sanitizer bottles containing alcohol compounds, such as isopropyl alcohol, stored in
28 the Warehouse. As a result of these observations, Fire Protection District issued a notice of

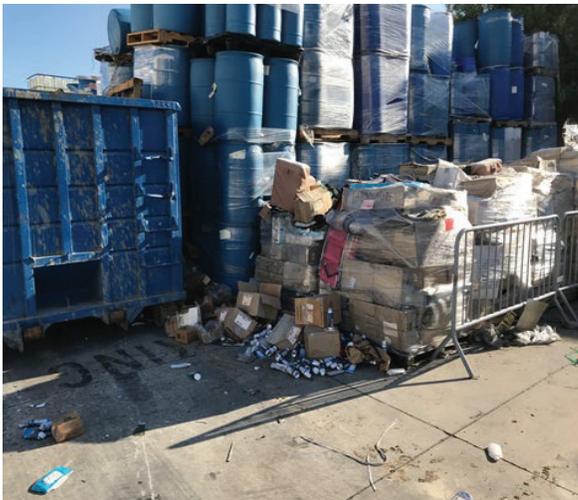
1 violation to Tenant Defendants for violations of Health and Safety Code sections 25505, 25507,
2 and 25508(a)(1) and ordered them to establish and implement a business plan for storing
3 hazardous materials at or above the reportable threshold quantities. The Defendants knew of the
4 existence of the aforementioned violations, but failed to correct them.



Source: Fire Protection District – 05/19/2021

13 45. On or about July 27 and 29, 2021, Fire Protection District re-inspected the Property
14 and observed that not only had Defendants failed to comply with the May 19, 2021 notice of
15 violation, they had also maintained much more extensive and serious hazardous materials
16 violations in the exterior storage yard of the Property. The Fire Protection District observed
17 millions of pounds of liquid flammable materials haphazardly stored in the exterior yard.
18 Specifically, many plastic containers, labeled "*ArtNaturals Hand Sanitizer*," containing clear
19 semi-liquid of 60 to 70 percent alcohol, were broken and leaking onto the ground; several aerosol
20 cans labeled "*Summer Glow Line Sunscreen*" were missing caps and scattered on the ground of the
21 driveway; and thousands of boxes, each containing cartons of twelve 16 fluid-ounce plastic bottles
22 of clear semi-liquid with a composition of 60 to 70 percent alcohol, were stacked on pallets 15 to
23 20 feet high. Many of the pallet stacks were leaning under their own weight, causing much of the
24 alcohol-containing product to fall, rupture, and spill flammable content on the ground and release
25 vapors into the air. Additionally, the fire inspectors observed eight one-gallon containers of
26 "*ArtNaturals Hand Sanitizer*" improperly discarded in a trash bin with other garbage. As a result,
27 Fire Protection District issued another notice of violation to the Tenant Defendants for violations
28 of: (1) Health and Safety Code sections 25505, 25507, and 25508(a)(1) (operating a hazardous

1 materials facility without a Hazardous Materials Business Plan); (2) Title 22 of the California
2 Code of Regulations ("CCR"), section 66262.34(d)(2) (failure to maintain and operate a facility to
3 minimize the possibility of fire, explosion, or any unplanned sudden or non-sudden release of
4 hazardous waste or hazardous waste constituents to air, soil, or surface water that could threaten
5 human health or environment; (3) 22 CCR section 66262.12 (failure to obtain an identification
6 number prior to treating, storing, transporting, or disposing of hazardous waste); (4) 22 CCR
7 section 66262.34(f) (failure to properly label hazardous waste accumulation containers and
8 portable tanks); (5) 22 CCR section 66262.11 (failure to determine if waste generated is
9 hazardous); (6) Health and Safety Code section 25189.5(a) (failure to properly dispose hazardous
10 waste); (7) Health and Safety Code section 25201.16(e) (failure to manage aerosol cans in a
11 manner that prevents fire, explosion, and unauthorized release); and (8) 22 CCR section
12 66262.34(d)(2)(failure to follow container storage requirements). The Tenant Defendants were
13 ordered to immediately abate the violation to prevent serious injury to life and property. The
14 Defendants knew of the aforementioned violations, but failed to correct them.



Source: Fire Protection District – 07/27/2021

24 46. On August 16, 2021, Fire Protection District inspected the Property once again and
25 observed additional violations. This time, in addition to all of the previous violations that
26 remained unabated, the fire inspectors observed that the fire apparatus access road was being
27 blocked on the sides and in the rear of the Warehouse by hundreds of pallets of hand sanitizer;
28 large amounts of flammable products were being stored less than 10 feet away from the exterior

1 walls of the Warehouse; and there were no informational placards regarding the presence of
2 hazardous materials on the Property. As a result, Fire Protection District cited Tenant Defendants
3 for operating a hazardous materials facility without a permit and violating: (1) Fire Code sections
4 902.2.1 and 902.2.2.1; (2) Fire Code section 7902.3.3.2; (3) Fire Code section 105.8; and (4) Fire
5 Code section 1103.2.1.2. The Tenant Defendants were ordered to immediately correct the
6 foregoing violations. Again, the Defendants knew of the violations, but failed to correct them.



Source: Fire Protection District – 08/16/2021

16 47. On September 29, 2021, Fire Protection District issued a Notice of Potential Filing
17 of an Administrative Enforcement Order to Tenant Defendants for failing to correct violations of:
18 (1) Health and Safety Code sections 25189.5(a), 25201(a), 25201.16(e), 25505, 25507, and
19 25508(a)(1); and (2) 22 CCR sections 66262.34(d)(2) and 66262.34(d)(2).

20 48. Additionally, in the early fall of 2021, the Food and Drug Administration issued a
21 nation-wide alert advising Americans not to use ArtNaturals hand sanitizers, because they
22 contained unacceptable levels of benzene, acetaldehyde, and acetal contaminants.

23 49. Despite having knowledge of the numerous Fire Code and hazardous materials
24 violations, the regulatory orders to comply, and the existence of a severe fire risk on the Property
25 months in advance of the Fire, and despite having the ability to abate those violations, Defendants
26 failed to take corrective actions. This unlawful conduct caused the massive and entirely
27 preventable Fire, which, in turn, proximately caused a foreseeable chain of events resulting in
28 disastrous consequences.



Source: Fire Protection District - 9/30/21

53. That same day, on September 30, 2021, Fire Protection District issued a notice of violation to Tenant Defendants directing them to clean all areas affected/impacted by the release of hazardous materials/waste; properly manage all hazardous waste generated; obtain a California registered clean-up contractor authorized to clean the Property, and to transport the hazardous waste off-site.

54. In order to ultimately extinguish the Fire, the Fire Protection District was required to expend tens of millions of gallons of water at the Property. This massive amount of water flushed with it enormous amounts of hand sanitizer products containing unsafe levels of alcohol and benzene, anti-bacterial wipes, and other alcohol-based products, as well as charred debris and other contaminants, into the Flood Control District's storm drains, and eventually into the Channel.

E. Post-Fire Nuisance Conditions and Violations on the Property

55. The Fire left the Property in a state of disaster, littered with thousands of pounds of hazardous waste. Soaked mounds of charred debris, including, but not limited to, hand sanitizer bottles, anti-bacterial wipes, and other alcohol based products were left in the outdoor yard and driveway of the Property. Toxic content of this hazardous waste continued to leak into the storm drains for days after the Fire was extinguished.

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8 Source: Fire Protection District

9 56. Instead of taking steps to abate the nuisance conditions on the Property, as ordered
10 by the Fire Protection District, on or about October 7, 2021, employees and/or contractors of the
11 Tenant Defendants were observed illegally discharging contaminated liquids from the Property
12 into the storm drain adjacent to the Property.



21 57. On October 19, 2021, Fire Protection District issued another notice of
22 violation/order to comply to Tenant Defendants, directing them to submit a clean-up/mitigation
23 plan, secure the Property, prevent any run-off water from the site, and provide the Fire Protection
24 District with Hazardous Waste Manifests documenting where and how the hazardous waste was
25 disposed of.

26 58. On October 20, 2021, the County Department of Public Works, Environmental
27 Programs Division ("EPD"), issued three notices of violation to Defendants directing them to
28 correct violations of Los Angeles County Code ("County Code"), Titles 12 and 20, Carson

1 Municipal Code, Article VIII, Chapter 5, Section 8505, and/or conditions and limitations of
2 Industrial Waste Disposal Permit, as follows: 1) cease the illegal discharge of waste material
3 pursuant to County Code sections 12.80.410, 12.80.440, 12.80.460, 20.36.010, 20.36.140,
4 20.36.470, and 20.94.040; 2) clean the parking lot, alley, street, and storm drain structures or other
5 areas on the Property that have been impacted by the illegal disposal of waste materials pursuant
6 to County Code sections 12.80.600, 12.80.620, and 20.36.140; 3) cease operating without an
7 industrial waste permit in violation of County Code sections 20.36.010, et seq. EPD also directed
8 Prologis to complete and sign the permit applications and pay the application fee to obtain the
9 necessary permit. The Defendants were also directed to provide EPD by no later than 10 days
10 from the date of the notice of violation with a written report as to the cause of the discharge,
11 corrective action taken, measures to prevent future discharges, and remediation steps taken
12 pursuant to County Code sections 12.80.490, 12.80.600, 12.80.620, and 20.36.140. The
13 Defendants were further directed to take the necessary steps to prevent any type of sheet flow or
14 discharge from the Property onto the road right of way or storm drain system, and to clean and
15 properly dispose of all contents within the on-site drainage system.

16 59. On October 24, 2021, Fire Protection District conducted an inspection of the
17 Property to ensure that it was properly secured to prevent any rainwater runoff from the impending
18 and forecasted rain. The fire inspectors observed an insufficient number of sandbags along
19 Gardena Boulevard, at the east side entrance to the Property, and along the western Property line,
20 adjacent to the business on Gardena Boulevard and the mobile home park. As a result, Fire
21 Protection District issued a notice of violation/order to comply to Defendants directing them to
22 contain and prevent all rainwater runoff from the Property and to immediately clean all areas
23 affected by the rainwater to cease illegal discharge of waste materials. Fire Protection District
24 further ordered the Defendants to test accumulated rainwater for hazardous waste characteristics
25 before an appropriate disposal.

26 60. On October 25, 2021, Fire Protection District issued another notice of
27 violation/order to comply to Defendants directing them to: 1) contain and prevent all rainwater
28 runoff from the Property; 2) immediately clean all the areas affected by the rainwater to cease the

1 illegal discharge of waste materials; 3) test all accumulated rainwater for hazardous waste
2 characteristics to determine the appropriate disposal; 4) submit a comprehensive
3 cleanup/mitigation plan for all fire damaged goods; 5) include a site safety plan, time, equipment,
4 labor requirements, waste characteristics of the fire damaged items, disposal facility destination,
5 and action steps to contain and remove the contaminated solid debris, liquid debris, accumulated
6 waste liquids, and any other contaminated waste from the property; 6) provide copies of the
7 manifests for the disposal of all hazardous waste generated at the facility; and 7) provide Fire
8 Protection District with a time schedule so that the duration of the cleanup can be monitored from
9 start to finish.

10 61. On November 23, 2021, Fire Protection District conducted an inspection of the
11 interior of the Warehouse on the Property occupied by Day to Day and Virgin Scent and observed
12 pallets of fire and/or water damaged products, including sanitizer, alcohol, and sanitizing wipes,
13 stored in various aisles and storage racks inside. Yaakov Nourollah was present during this
14 inspection and stated that approximately 150 pallets of fire and water damaged product had been
15 moved from the west side wall of the Warehouse to various aisles inside the building.

16 62. On December 27, 2021, Fire Protection District issued another notice of violation/
17 order to comply to Defendants Day to Day, Virgin Scent, Yaakov Nourollah, and Akiva
18 Nourollah, directing them to: 1) properly dispose of all fire/and or water damaged product
19 (sanitizer, alcohol, sanitizing wipes) stored inside the building; and 2) provide copies of the
20 manifests for all hazardous waste disposed.

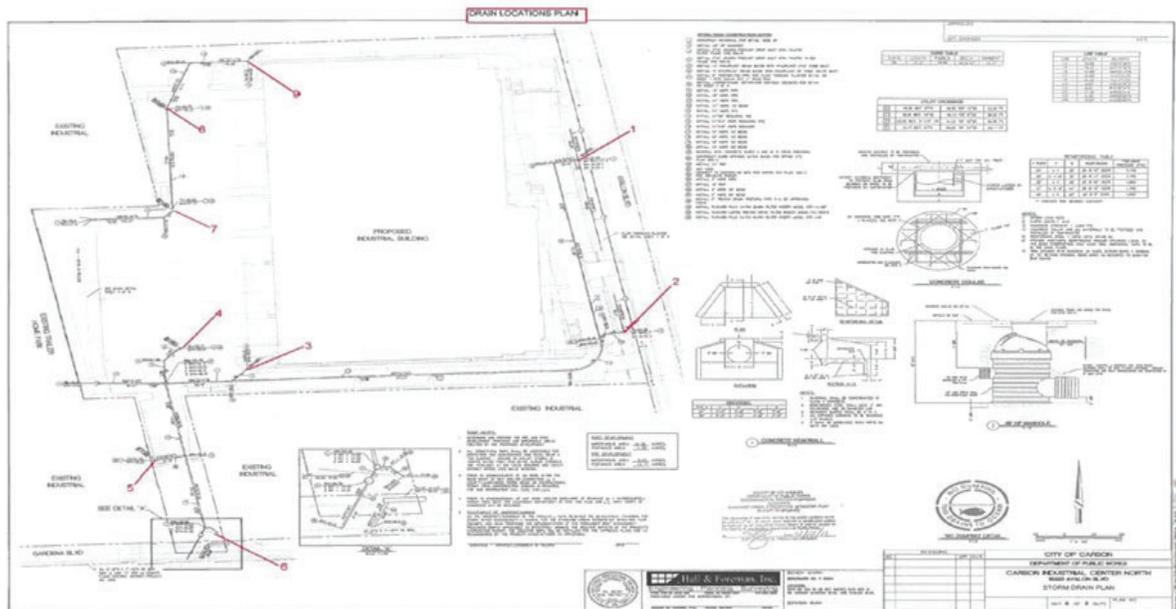
21 63. On January 4, 2022, Fire Protection District issued another notice of violation/
22 order to comply to Defendant Virgin Scent for: failure to report a release or threatened release of a
23 hazardous material to the Certified Unified Program Agency and the California Governor's Office
24 of Emergency Service; failure to electronically submit a hazardous material business plan site map
25 with all required content; failure to electronically submit a complete and accurate hazardous
26 material inventory accounting for all hazardous materials on site at or above reportable quantities;
27 failure to maintain and operate the Property to minimize the possibility of a fire, explosion, or any
28 unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to

1 air, soil, or surface water which could threaten human health or the environment; and failure to
2 dispose of hazardous waste at a facility which has a permit from the California Department of
3 Toxic Substances Control ("DTSC") or at an authorized point.

4 64. On January 4, 2022, Fire Protection District also issued a notice of violation/order
5 to comply to Defendants Prologis and Liberty for: failure to dispose of hazardous waste at a
6 facility which has a permit from DTSC or at an authorized point; and failure to maintain and
7 operate the facility to minimize the possibility of a fire, explosion, or any unplanned sudden or
8 non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface
9 water which could threaten human health or the environment.

10 **F. Storm Drains as Conduits for Defendants' Illicit Discharge of Hazardous**
11 **Materials and Waste and Contamination of Dominguez Channel**

12 65. The Property contains an onsite drainage system consisting of nine area drains,
13 including a storm water retention basin on the westerly side of the Property. These drains funnel
14 into a larger lateral connector pipe, which runs under the long driveway on the Property, and
15 discharges directly into the Flood Control District's underground storm drain system – Bond Issue
16 1206 ("BI 1206") – under Gardena Boulevard. The photo below depicts the onsite drainage
17 system.



Source: City of Carson Building Permit Files

1 66. BI 1206 is a storm drain system built, owned, and operated by the Flood Control
 2 District. It begins upstream of the Property, at approximately 15610 Avalon Boulevard, in the
 3 unincorporated community of West Rancho Dominguez, and runs in a general southwesterly
 4 direction through the city of Carson, until it eventually outfalls into the Channel, immediately
 5 south of 190th Street. BI 1206 starts as a 78-inch reinforced concrete pipe and transitions into
 6 reinforced concrete box, ranging in size from 5 foot, 10 inches by 7 feet to 11 feet, 9 inches by 12
 7 feet, from upstream to downstream. The following map shows the BI 1206 storm drain system
 8 from upstream to the outfall at the Channel. The location of the Property is marked by the red dot.



Source: Flood Control District

1 70. The concrete-lined portion of Channel, upstream of Vermont Avenue, is 6.7 miles
2 in length, extending from West 116th Street near interstate I-105 to Vermont Avenue near
3 interstate I-110. The unlined (natural or soft-bottom) portion of the Channel, commonly referred
4 to as the Dominguez Channel Estuary ("Channel Estuary") extends 8.2 miles in length
5 downstream from the lined portion of the channel, from Vermont Avenue to south of Anaheim
6 Street and west of interstate I-710 at the Port.

7 71. Unlike many other portions of the flood control channel network, the Channel
8 Estuary is subject to the ebb and flow of the Pacific Ocean tides and mixing of ocean and fresh
9 water. The tidal influence reduces the ability for the Channel Estuary stormwater runoff to flow
10 downstream to the ocean unimpeded as it is met with ocean water at each high tide. The Channel
11 Estuary and its banks also serve as a wildlife and plant ecosystem, as well as an important
12 community recreational resource. BI 1206 discharges directly into the Channel Estuary.



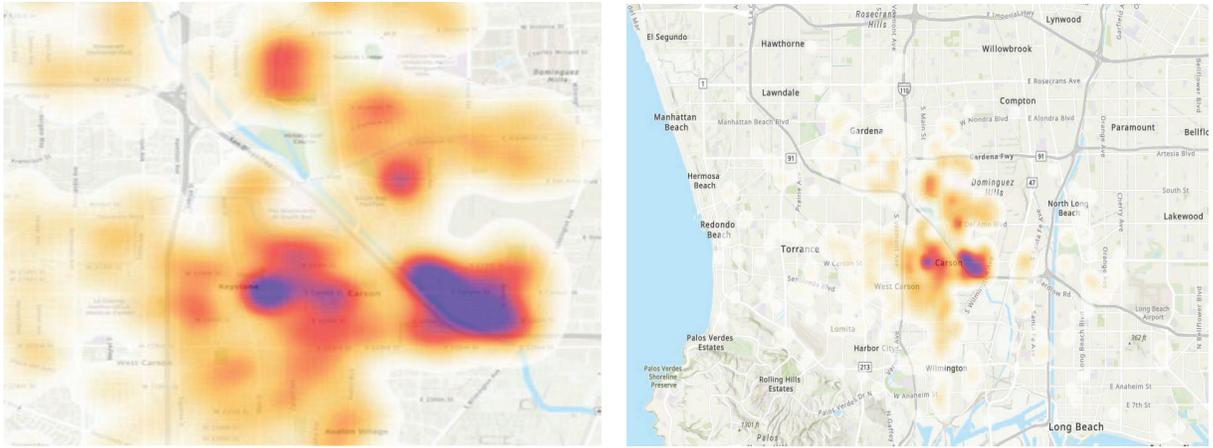
20 Channel Estuary: 1) from 190th St. looking downstream; 2) from Main St. looking downstream

21 **H. Unprecedented Release of Hydrogen Sulfide Gas Odor in South Bay Area**

22 72. On or about October 4, 2021, County and Flood Control District were informed of
23 the presence of a sulfur-like odor in the vicinity of the Channel Estuary near the city of Carson and
24 began investigating the source of the odor.

25 73. The pervasive foul odor, reminiscent of rotten eggs and sewage, caused residents of
26 Carson and surrounding communities to feel sick and suffer from nausea, vomiting, irritation of
27 the eyes, skin, and throat, and headaches. Public complaints started to pour in from a wider South
28

1 Bay region, including cities of Long Beach, Redondo Beach, Torrance, and Wilmington to various
2 County agencies, Flood Control District, and South Coast Air Management District ("AQMD").



11 Complaint Map 10/3-12/21; Source: Air Quality Management District: [complaint-map.pdf \(aqmd.gov\)](https://www.aqmd.gov/complaint-map.pdf)

12 74. Immediately after receiving odor complaints from the members of the public,
13 County, Flood Control District, Fire Protection District, and AQMD began investigating the
14 source of the odor, evaluating and monitoring hydrogen sulfide gas levels, identifying potential
15 solutions, and assessing ways to mitigate health and nuisance impacts.

16 75. The ambient air measurements taken by AQMD reflected very high levels of
17 hydrogen sulfide in the communities surrounding the Channel Estuary. Grab samples of ambient
18 air on various streets reflected hydrogen sulfide measurements as high as 272 parts per billion,
19 1,600 parts per billion, and 7,300 parts per billion. The California Ambient Air Quality Standard
20 nuisance standard for hydrogen sulfide is 30 parts per billion (30 ppb) over a one-hour exposure
21 period.

22 76. In the ensuing days, on or about October 8, 2021, County and Flood Control
23 District determined that the odors – unprecedented amounts of hydrogen sulfide (also known as
24 H₂S) gas – were being emitted from the Channel Estuary. Hydrogen sulfide is a colorless gas
25 known for its pungent "rotten egg" odor at low concentrations. It is extremely flammable and can
26 be highly toxic. Hydrogen sulfide gas is known to cause nausea, headaches, skin and eye
27 irritation, and other physical ailments.

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1 77. On or about October 11, 2021, sampling of the Channel Estuary waters disclosed
2 that the amount of dissolved oxygen in the Channel Estuary was severely reduced and unable to
3 support most existing living organisms (except for those that were able to survive without
4 oxygen). In this oxygen-poor environment, the presence of organic material, naturally occurring
5 sulfur-reducing bacteria, and sulfates produced hydrogen sulfide gas through a process called
6 anaerobic (non-oxygen based) digestion. The influx of hazardous materials, including alcohol
7 compounds from BI 1206 into the Channel Estuary provided an extraordinary, abundant supply of
8 food for the bacteria, and greatly accelerated the consumption of oxygen in the Channel Estuary,
9 causing a switch from an aerobic (oxygen-based) to an anaerobic digestion regime. The
10 consumption of all of the oxygen in the system killed off any existing living organisms that were
11 unable to survive without oxygen, leaving only sulfur-reducing bacteria. Sulfur-reducing bacteria
12 are able to thrive in the anaerobic environment by utilizing the abundant amounts of sulfur
13 provided by the sea water during tidal changes. These bacteria, fueled by the influx of hazardous
14 materials and sea water, and the presence of organic material, produce hydrogen sulfide gas as a
15 byproduct.

16 78. Massive amounts of the hazardous materials that entered the Channel Estuary as a
17 result of the Fire sat in the shallow, tidally-influenced waters of the Channel Estuary, causing
18 acute toxicity (i.e., kill-off of organic organisms in the Channel Estuary) and prompting an
19 unprecedented release of hydrogen sulfide and its characteristic foul odor into the air.

20 79. On or about October 11, 2021, the County Public Health Officer issued a public
21 health directive indicating that odors and elevated levels of hydrogen sulfide gas emanating from
22 the Channel Estuary were negatively impacting residents of South Bay area and causing those
23 residents to experience short-term adverse health symptoms, such as headaches, nausea, and/or
24 eye, nose, and throat irritation, which needed to be addressed urgently.

25 80. The County Public Health Officer concluded that the conditions were sufficiently
26 pervasive to be considered a "public nuisance" to residents, workers, and others nearby and
27 directed the County and Flood Control District to: (1) take all necessary actions to eliminate the
28 current odor nuisance, including mitigation and monitoring of outdoor air impacts, prioritizing

1 areas with the highest odor contribution for cleanup and abatement; (2) communicate to impacted
2 residents that reasonable expenses incurred for obtaining a certified portable HVAC High
3 Efficiency Particulate Air ("HEPA") air filter with activated carbon or a certified portable HEPA
4 indoor air filter with activated carbon to improve the air quality in the resident's home will be
5 reimbursed; and (3) provide residents with a reasonable, temporary relocation assistance to avoid
6 negative health impacts from the Channel odors. In response, County and Flood Control District
7 immediately began to assist the impacted residents, and have expended, and continue to expend,
8 millions of dollars doing so.

9 81. On or about October 11, 2021, the City of Carson declared a public health nuisance
10 due to the pervasive foul odor in the air.

11 82. Commencing on or about October 15, 2021, County and Flood Control District
12 began to mitigate and remediate the nuisance odor through various state-of-the-art measures,
13 including, but not limited to: 1) applying thousands of gallons of biodegradable odor-neutralizing
14 solution ("BON") over the Channel Estuary water surface on a daily basis; 2) aerating the Channel
15 Estuary by using nano-bubblers to increase the dissolved oxygen levels in the water, provide
16 oxidation of hydrogen sulfide gas, digest accumulated organic materials, reduce the Biological
17 Oxygen Demand (BOD) levels, and reduce the odor without disturbing the sediment at the bottom
18 of the Channel Estuary; 3) engaging drone sprayers to apply BON over the entire width of the
19 Channel from 223rd Street to Figueroa Avenue to increase its effectiveness; and 4) spraying BON
20 from a barge and along the side access roads to increase the coverage area.

21 83. Since County and Flood Control District began their mitigation and remediation
22 efforts, the hydrogen sulfide gas readings by AQMD have substantially decreased, and eventually
23 fell below the California Ambient Air Quality Standard nuisance threshold.

24 84. The odor nuisance alleged herein is an extraordinary event that was proximately
25 caused the Defendants' illicit discharge of hazardous materials into the Channel as a result of the
26 Fire they caused, which directly resulted in the excess and prolonged production of hydrogen
27 sulfide gas.

28 ///

1 89. From the exact date unknown, but at least since on or about March 31, 2021, the
2 Defendants, through their acts and omissions, created a condition, substantially contributed to
3 creation of a condition, and/or permitted a condition to exist on the Property that was unlawful,
4 harmful to health, offensive to the senses, a fire hazard, and obstruction to the free use of property,
5 so as to substantially and unreasonably interfere with the comfortable enjoyment of life or
6 property by the Plaintiffs and substantial number of persons living in the affected communities.
7 Plaintiffs did not consent to Defendants' wrongful conduct, which was substantial factor in causing
8 the Plaintiffs' harm.

9 90. For months, Defendants engaged in and/or permitted unlawful and dangerous
10 storage of enormous amounts of hazardous materials (hand sanitizers, anti-bacterial wipes, and
11 other commercial flammable products) on the Property despite the regulatory orders that those
12 conditions be immediately abated. The hazardous materials eventually ignited, causing a massive
13 fire. During the ensuing firefighting effort, enormous quantities of these hazardous materials
14 discharged into the storm drains on and near the Property, and eventually flowed into the Channel.
15 The hazardous materials, which contained alcohol-based chemical substances, including, but not
16 limited to, ethanol, isopropyl alcohol, benzoic acid, benzyl alcohol, and benzene, caused a
17 chemical reaction in the Channel waters prompting an unprecedented release of hydrogen sulfide
18 gas, and its characteristic foul odor, into the air. Within days of the Fire, thousands of residents in
19 the city of Carson and surrounding areas sensed a pervasive foul odor, reminiscent of rotten eggs
20 and sewage, causing those residents to feel sick and to suffer from nausea, vomiting, irritation of
21 the eyes, skin, and throat, and headaches. The foul odor lingered for weeks and rendered a
22 significant portion of the city of Carson and nearby areas nearly unlivable, forcing thousands of
23 residents and families to have to temporarily relocate from their homes.

24 91. The Property remains contaminated and littered with thousands of pounds of
25 hazardous waste.

26 92. The aforementioned unlawful storage of hazardous materials and waste on the
27 Property, illicit discharge of such materials into the public storm drains and the Channel, and the
28 resulting release of hydrogen sulfide gas into the air, constitute a public nuisance, as well as public

1 nuisance per se, pursuant to Los Angeles County Code sections 1.23.040, 12.80.619 and
2 20.36.010; Carson Municipal Code, article I, chapter 2, section 1200 and article V, chapter 8,
3 section 5810; and Flood Control District Code sections 19.11 and 21.23.

4 93. The Defendants' creation and maintenance of the public nuisance on the Property,
5 in the public storm drains, and in the Channel, causes the Plaintiffs to suffer and to be threatened
6 with great and irreparable injury, in that those conditions have resulted in and unless restrained by
7 this Court, will continue to result in, detriment to the health, safety, peace, comfort, and general
8 welfare of the Plaintiffs and persons residing and owning real property in the vicinity of the
9 Property and the Channel. The Plaintiffs cannot be adequately compensated in damages; the
10 Plaintiffs are without an adequate remedy at law. An injunction is required to prevent multiple
11 and repetitious unlawful acts occurring on the Property and other properties owned or leased by
12 the Defendants.

13 94. Additionally, as a direct and proximate result of Defendant's creation and
14 maintenance of the public nuisance, Plaintiffs have incurred substantial damages in an amount to
15 be determined at trial.

16 **SECOND CAUSE OF ACTION**

17 **(Negligence and *Respondent Superior*)**

18 **(Brought by Plaintiffs County, Flood Control District, and Fire Protection District Against**
19 **All Defendants and Does 1-100)**

20 95. Plaintiffs County, Flood Control District, and Fire Protection District hereby re-
21 allege and incorporate by reference each and every allegation contained above as though the same
22 were set forth herein in full.

23 96. At all times material to this action, Defendants and each of them, owned, operated,
24 inspected, controlled, managed, and/or maintained the Property.

25 97. At all times material to this action, Defendants and each of them, had a duty to
26 exercise the utmost care and diligence in the ownership, design, operation, management,
27 supervision, inspection, maintenance, repair, and/or control of the Property in compliance with
28 relevant regulations and industry standards, so as not to cause harm to individual persons, private

1 and public property, the environment, public resources, public health, and/or the comfortable use
2 and enjoyment of property and life by the public.

3 98. At all times material to this action, Defendants and each of them, negligently,
4 carelessly, recklessly, and/or unlawfully used, owned, operated, managed, supervised, maintained,
5 repaired, and/or controlled the Property, including but not limited to failing to properly and/or
6 legally store, remove, repair, or dispose of highly flammable and toxic chemicals on the Property,
7 allowing hazardous substances to enter the storm drain system, and failing to safely and timely
8 remove the large amounts of fire debris from the Property.

9 99. Defendants' wrongful acts and/or omissions proximately caused damage to the
10 County, Flood Control District, and Fire Protection District.

11 100. As a further direct and legal result of the negligence of Defendants and each of
12 them, County, Flood Control District, and Fire Protection have suffered and continue to suffer
13 significant and actual damages, as described herein and in an amount to be proven at trial,
14 including, but not limited to, investigation, enforcement, and administrative costs; emergency
15 response costs; firefighting costs; personal injury; property damage, environmental damage; loss
16 of recreational opportunities; and costs of public nuisance mitigation and remediation, including,
17 but not limited to, relocation of thousands of impacted residents away from the noxious odor.

18 101. As a direct and legal result of the wrongful acts or omissions of Defendants and
19 each of them, County, Flood Control District, and Fire Protection District have suffered and
20 continue to suffer the loss of the quiet use and enjoyment of their property, have suffered and will
21 continue to suffer the diminution of the value of their property, and/or have been or will be
22 required to expend monies to repair and/or restore the property to its prior condition, all in an
23 amount according to proof.

24 102. The wrongful acts and/or omissions of Defendants and each of them, were done
25 maliciously, oppressively, fraudulently, and/or in conscious disregard of the health and safety of
26 Plaintiffs and their community. Defendants, and each of them, had actual and/or constructive
27 knowledge of the severe fire risk and risk of environmental harm of storing enormous amounts of
28 highly flammable and toxic materials on the Property. Defendants and each of them knew, or

1 should have known, that failure to properly and/or legally maintain, inspect, replace, repair,
2 remove, or dispose of the flammable and hazardous materials on the Property would reasonably
3 increase the probability of a catastrophic event, such as an uncontrollable fire, which foreseeably
4 would lead to injuries and damage to Plaintiffs and the health of safety of the community,
5 generally. Furthermore, it was foreseeable that a fire at the Property would lead to hazardous
6 materials draining into storm drains on and near the Property, and into the Channel, thereby
7 damaging the environment and causing damage and injury to community members living in the
8 area.

9 103. Defendants and each of them knew, or should have known, that failure to have
10 established plans, processes, and/or protocols to address such an event and the subsequent clean-
11 up would reasonably increase the probability of a sustained catastrophic event, which foreseeably
12 would lead to and/or increase injuries to the health and safety of Plaintiffs and their community,
13 generally.

14 104. In failing to take protective measures to safeguard against the danger, Defendants
15 and each of them, created a substantial risk of injury to Plaintiffs and the community of residents
16 living near the Property generally. Plaintiffs County, Flood Control District, and Fire Protection
17 District are entitled to punitive and exemplary damages in an amount to be ascertained that is
18 appropriate to punish or set an example of Defendants and deter such behavior by Defendants and
19 others in the future.

20 105. As a direct and legal result of the wrongful acts and/or omissions of Defendants
21 and each of them, Plaintiffs suffered and continue to suffer damages.

22 **THIRD CAUSE OF ACTION**

23 **(Negligence Per Se)**

24 **(Brought by Plaintiffs County, Flood Control District, and Fire Protection District Against**
25 **All Defendants and Does 1 - 100)**

26 106. Plaintiffs County, Flood Control District, and Fire Protection District hereby re-
27 allege and incorporate by reference each and every allegation contained above as though the same
28 were set forth herein in full.

1 107. At all times material to this action, Defendants and each of them, had a duty to:
2 establish and implement a business plan for emergency response to a release or threatened release
3 of hazardous material in compliance with Health and Safety Code section 25507(a)(1); submit a
4 business plan for emergency response to a release or threatened release of hazardous materials to
5 the appropriate authorities and/or regulatory agency in compliance with Health and Safety Code
6 sections 25505 and 25508(a)(1); maintain and operate the Property to minimize the possibility of a
7 fire, explosion, or any unplanned sudden release of hazardous waste or hazardous waste
8 constituents to air, soil, or surface water that could threaten human health or the environment in
9 compliance with 22 CCR section 66262.34(d)(2); obtain an identification number prior to treating,
10 storing, disposing of or offering for transporting any hazardous waste in compliance with 22 CCR
11 section 66262.12; properly label hazardous waste accumulation containers and portable tanks in
12 compliance with 22 CCR section 66262.34(f); determine if wastes generated are hazardous by
13 using generator knowledge or applying testing methods in compliance with 22 CCR section
14 66262.11; dispose of waste at a facility that has a permit from the California Department of Toxic
15 Substances Control or other authorized point in compliance with Health and Safety Code section
16 25189; manage universal waste aerosol cans in a manner that prevents fire, explosion, and
17 unauthorized release of any universal waste or component of a universal waste to the environment
18 in compliance with Health and Safety Code section 25201.16(e); provide containers for holding
19 hazardous waste that are always closed during storage except when it is necessary to add or
20 remove waste in compliance with 22 CCR sections 66262.34(d)(2); allow fire department access
21 on sides and rear of building in compliance with Los Angeles County Fire Code ("Fire Code")
22 sections 503.1, et seq.; obtain permits to store hazardous materials on the Property in compliance
23 with Fire Code sections 105.6.20 and 22; obtain NFPA 704 Placards; comply with Fire Code
24 section 3205, General Housekeeping.

25 108. Defendants' violation of a legislative enactment or administrative regulation which
26 defines a minimum standard of conduct is unreasonable per se.

27 109. Defendants and each of them, violated the above in variety of ways, including, but
28 not limited to, by:

- 1 a. Failing to establish and implement a business plan for emergency response
2 to a release or threatened release of hazardous material.
- 3 b. Failing to submit a business plan for emergency response to a release or
4 threatened release of hazardous materials to the appropriate authorities and/or regulatory.
- 5 c. Failing to maintain and operate the Property to minimize the possibility of a
6 fire, explosion, or any unplanned sudden release of hazardous waste or hazardous waste
7 constituents to air, soil, or surface water that could threaten human health or the environment.
- 8 d. Failing to report to the Fire Protection District a release or threatened
9 release of hazardous materials.
- 10 e. Failing to obtain an identification number prior to treating, storing,
11 disposing of or offering for transporting any hazardous waste.
- 12 f. Failing to properly label hazardous waste accumulation containers and
13 portable tanks.
- 14 g. Failing to determine if wastes generated are hazardous by using generator
15 knowledge or applying lawfully appropriate testing methods.
- 16 h. Failing to dispose of waste at a facility that has a permit from the California
17 Department of Toxic Substances Control or other authorized point.
- 18 i. Failing to manage universal waste aerosol cans in a manner that prevents
19 fire, explosion, and unauthorized release of any universal waste or component of a universal waste
20 to the environment.
- 21 j. Failing to provide containers for holding hazardous waste that are always
22 closed during storage except when it is necessary to add or remove waste.
- 23 k. Failing to remove obstructions to fire department access on sides and rear of
24 the Property.
- 25 l. Failing to obtain permits to store hazardous materials on the Property.
- 26 m. Failing to obtain NFPA 704 Placards.
- 27 n. Failing to comply with General Property Housekeeping.
- 28

1 110. Defendants' violations of the above legislative enactments and/or administrative
2 regulations proximately and substantially caused the destruction, damage, and injury to Plaintiffs
3 County, Flood Control District, and Fire Protection District.

4 111. Defendants and each of them, are liable to Plaintiffs County, Flood Control
5 District, and Fire Protection District for all loss, damages, and injury caused by and result from
6 Defendants' violation(s) of the above legislative enactments and/or administrative regulations as
7 alleged herein according to proof.

8 112. Furthermore, the conduct alleged against Defendants and each of them in this
9 Complaint was despicable and subjected Plaintiffs County, Flood Control District, and Fire
10 Protection District to cruel and unjust hardship in conscious disregard of its rights, constituting
11 oppression, for which Defendants and each of them must be punished by punitive and exemplary
12 damages in an amount according to proof. Defendants' conduct was carried on with a willful and
13 conscious disregard of the rights and safety of Plaintiffs County, Flood Control District, and Fire
14 Protection District and the public at large, constituting malice, for which Defendants must be
15 punished by punitive and exemplary damages according to proof. On information and belief,
16 officers, directors, or managing agents of Defendants personally committed, authorized, and/or
17 ratified the despicable and wrongful conduct alleged in this Complaint. Furthermore, officers,
18 directors, or managing agents of Defendants had notice of the violations of the law on the Property
19 and the ability to correct them, but failed to do so.

20 **FOURTH CAUSE OF ACTION**

21 **(Strict Liability for Ultra-Hazardous Activities)**

22 **(Brought by Plaintiffs County, Flood Control District, and Fire Protection District Against**
23 **All Defendants and Does 1 - 100)**

24 113. Plaintiffs County, Flood Control District, and Fire Protection District hereby re-
25 allege and incorporate by reference each and every allegation contained above as though the same
26 were set forth herein in full.

27 114. At all times material to this action, Defendants were the owners and operators of
28 the Property.

1 115. At all times material to this action, Defendants had supervision, custody, and
2 control of the Property.

3 116. At all times material to this action, Defendants were under a continuing duty to
4 protect Plaintiffs County, Flood Control District, and Fire Protection District and the public at
5 large from the natural consequences of mishandling ultra-hazardous and flammable chemicals,
6 including, but not limited to, benzene, acetaldehyde, and ethanol, stored at the Property.

7 117. Plaintiffs County, Flood Control District, and Fire Protection District have suffered
8 harm as a result of the Fire at the Property, including, but not limited to, (1) investigation,
9 enforcement, and administrative costs; (2) firefighting costs; (3) personal injury; (4) property
10 damage; (5) community loss of vibrant estuarine ecosystem; and (6) public nuisance response and
11 abatement costs, including, but not limited to, restoration of the Channel waters to their previous
12 condition and relocation thousands of residents away from the noxious odor and supplying them
13 with air purification devices and air filters.

14 118. The injuries sustained by said Plaintiffs as a result of the Fire and the ensuing
15 public nuisance were the direct and proximate result of Defendants' activities.

16 119. The harm to Plaintiffs County, Flood Control District, and Fire Protection District
17 is the kind of harm that would be reasonably anticipated as a result of the risks created by the
18 improper production, handling, transportation, housing, and distribution of products that contain
19 hazardous chemicals, including, but not limited to, benzene, acetaldehyde, and ethanol.

20 120. Defendants' harm to Plaintiffs County, Flood Control District, and Fire Protection
21 District was foreseeable, because a fire of the type that occurred, which was also foreseeable,
22 would reasonably result in an environmental impact on the surrounding community.

23 121. Defendants' operation and use of the Property and resulting Fire was and remains a
24 substantial factor in causing the harm suffered by Plaintiffs County, Flood Control District, and
25 Fire Protection District.

26 122. Defendants and each of them, are liable to Plaintiffs County, Flood Control
27 District, and Fire Protection District for all damages arising from this ultra-hazardous activity,
28 including all compensatory damages, and punitive damages pursuant to Civil Code section 3294.

1 123. Defendants and each of them, are liable to Plaintiffs County, Flood Control
2 District, and Fire Protection District for all damages arising from Defendants' violation of Civil
3 Code section 3479 and California Health and Safety Code section 25510(a), including
4 compensatory and injunctive relief, punitive damages pursuant to Civil Code section 3294.

5 124. The wrongful acts, representations and/or omissions of Defendants, hereinabove set
6 forth, were made, adopted, approved, authorized, endorsed and/or ratified by their officers,
7 directors or managing agents, and were done maliciously, oppressively, fraudulently and/or with a
8 willful and knowing disregard of the probable dangerous consequences for the health and safety of
9 Plaintiffs and the public at large. The officers, directors and/or managing agents of Defendants
10 had advanced knowledge of the storing of products containing hazardous, harmful, and flammable
11 chemicals, including, but not limited to, benzene, acetaldehyde, and ethanol. The officers,
12 directors, and/or managing agents of Defendants also had advanced knowledge that a failure to
13 properly store, maintain, and/or inspect the condition of the Property and the products and
14 materials being stored on the Property containing harmful and flammable chemicals, including
15 benzene, acetaldehyde, and ethanol would result in the probability of a catastrophic event, which
16 foreseeably would lead to harm and/or injuries to the health and safety of Plaintiffs County, Flood
17 Control District, and Fire Protection District and the public at large. In failing to take protective
18 measures to safeguard against the danger, the officers, directors and/or managing agents of
19 Defendants acted with a willful and/or knowing disregard of the probable dangerous
20 consequences, and/or acted with an awareness of the probable dangerous consequences of their
21 conduct and deliberately failed to avoid those consequences, thereby creating a substantial risk of
22 injury to Plaintiffs County, Flood Control District, and Fire Protection District, and the public at
23 large.

24 125. Plaintiffs County, Flood Control District, and Fire Protection District are entitled to
25 punitive and exemplary damages in an amount to be ascertained, which is appropriate to punish or
26 set an example of Defendants and deter such behavior by Defendants and others in the future.

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1 **FIFTH CAUSE OF ACTION**

2 **(Trespass)**

3 **(Brought by Plaintiff Flood Control District Against All Defendants and Does 1-100)**

4 126. Plaintiff Flood Control District hereby re-alleges and incorporates by reference
5 each and every allegation contained above as though the same were set forth herein in full.

6 127. The Flood Control District has an ownership interest and/or easement in, and
7 control over the storm drains and the Channel.

8 128. Defendants have unlawfully interfered with the Flood Control District's possession
9 of its property by intentionally, recklessly, negligently, and/or through engagement in an ultra-
10 hazardous activity causing hazardous materials and waste to enter into the storm drains, and
11 eventually into the Channel.

12 129. The Flood Control District did not give Defendants permission for the entry.

13 130. The illicitly discharged hazardous materials and waste settled in the Channel and
14 changed the natural chemistry of the Channel water, creating a massive release of hydrogen
15 sulfide gas and a foul smelling odor that plagued a significant portion of the county of Los
16 Angeles for over a month.

17 131. The Flood Control District was harmed by Defendants' unlawful conduct. It has
18 incurred, and continues to incur, substantial damages.

19 132. The Defendants' conduct was a substantial factor in causing the Flood Control
20 District's harm.

21 **SIXTH CAUSE OF ACTION**

22 **(Violations of the Flood Control District Code)**

23 **(Brought by Plaintiff Flood Control District Against All Defendants and Does 1 - 100)**

24 133. Plaintiff Flood Control District hereby re-alleges and incorporates by reference
25 each and every allegation contained above as though the same were set forth herein in full.

26 134. Defendants have violated Flood Control District Code section 19.07(A)(3) by
27 placing, discharging and/or causing to be placed or discharged within or to the property or facility
28 owned by the Flood Control District or the property in which the Flood Control District has an

1 easement or fee title, including without limitation, storm drains and the Channel, solid, liquid,
2 and/or gaseous materials that impaired the quality of water flowing on or across such property or
3 facility or stored on such property or facility or within the water-bearing zones underground.

4 135. Defendants have further violated Flood Control District Code section 21.07,
5 subdivisions (A) and (B)(2) by placing, discharging, and/or causing to be placed or discharged
6 solid, liquid, and/or gaseous materials that impaired the quality of water flowing in the Flood
7 Control District's storm drains, without the required permits and approvals.

8 136. In such manner, Defendants have caused, permitted, and/or contributed to creation
9 of a public nuisance per se, as forth in Flood Control District Code sections 19.11 and 21.23.

10 137. As a result of the Defendants' unlawful conduct, the Flood Control District has
11 been harmed, and has incurred, and continues to incur, substantial damages.

12 **SEVENTH CAUSE OF ACTION**

13 **(Violations of the Los Angeles County Code Section 20.94.040)**

14 **(Brought by Plaintiffs County and Flood Control District Against All Defendants and Does 1**

15 **- 100)**

16 138. Plaintiffs County and Flood Control District hereby re-allege and incorporate by
17 reference each and every allegation contained above as though the same were set forth herein in
18 full.

19 139. Defendants have violated Los Angeles County Code section 20.94.040 by placing
20 and/or causing to be placed or discharged within or to the property or facility owned by the Flood
21 Control District or the property in which the Flood Control District has an easement, including
22 without limitation, storm drains and the Channel, solid, liquid, and/or gaseous materials that
23 deteriorated the quality of water flowing or stored on such property or facility or within the water-
24 bearing zones underground.

25 140. As a result of the Defendants' unlawful conduct, the County and Flood Control
26 District have been harmed, and has incurred, and continues to incur, substantial damages.

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EIGHTH CAUSE OF ACTION

(Violations of Los Angeles County Code §§ 1.23.010, et seq. and 12.56.010, et seq.)

(Brought by Plaintiffs County and Fire Protection District Against All Defendants and Does

1 - 100)

141. Plaintiffs County and Fire Protection District hereby re-allege and incorporate by reference each and every allegation contained above as though the same were set forth herein in full.

142. As alleged herein, Defendants were at all relevant times in charge and control of the Property. Defendants further had knowledge of violations of the law and threatened release of hazardous materials on the Property, but failed to report such threatened release to the Fire Protection District and take all the necessary steps to prevent it from occurring.

143. As a direct and legal result of the wrongful acts or omissions of Defendants and each of them, the Fire started on the Property and caused a discharge of large amounts of hazardous materials and waste into the storm drain system.

144. Defendants had knowledge that they were violating the law and had the ability to correct the violations, but failed to report them to the Fire Protection District and abate the violations.

145. In response to the Fire, the illicit discharge of hazardous materials and waste into public storm drains and the Channel, and the resulting release of hydrogen sulfide odor in the air, County and Fire Protection District have incurred substantial financial harm in seeking to abate such nuisance, including, but not limited to, investigative costs; fire suppression costs; costs of rescue and/or emergency medical services; administrative, accounting, and collection costs; restoration and rehabilitation costs of bringing Plaintiffs' properties to their pre-injured state; ecological and environmental damages; costs of relocation of impacted members of the public and mitigation of health effects; and emergency costs to confine, prevent, or mitigate the release of hazardous materials and waste from the Property, all of which are ongoing and continuing.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of Health & Safety Code § 13009, et seq.)**

3 **(Brought by Plaintiffs County, Flood Control District, and Fire Protection District Against**
4 **All Defendants)**

5 146. Plaintiffs County, Flood Control District, and Fire Protection District hereby re-
6 allege and incorporate by reference each and every allegation contained above as though the same
7 were set forth herein in full.

8 147. By engaging in the acts and omissions alleged in this Complaint, Defendants, and
9 each of them: (1) being in actual possession of the Property, failed or refused to correct, within the
10 time allotted for correction, despite having the right to do so, a fire hazard prohibited by law, for
11 which Fire Protection District properly issued a notice of violation respecting the hazard; and/or
12 (2) having an obligation under other provisions of law to correct a fire hazard prohibited by law,
13 for which Fire Protection District has properly issued a notice of violation respecting the hazard,
14 failed or refused to correct the hazard within the time allotted for correction, despite having the
15 right to do so, in violation of Health and Safety Code section 13009, et seq.

16 148. As a legal result of Defendants' violation of Health and Safety Code section 13009,
17 et seq., Plaintiffs Fire Protection District, Flood Control District, and County were forced to act to
18 protect the public from a real and imminent threat to health and safety.

19 149. As a legal result of Defendants' violation of Health and Safety Code section 13009,
20 et seq., Plaintiffs Fire Protection District, Flood Control District, and County suffered recoverable
21 damages, including, but not limited to, investigative costs; fire suppression costs; costs for rescue
22 and/or emergency medical services; administrative, accounting, and collection costs; restoration
23 and rehabilitation costs of bringing Plaintiffs' properties to their pre-injured state; ecological and
24 environmental damages; costs of relocation of impacted members of the public and mitigation of
25 health effects; and emergency costs to confine, prevent, or mitigate the release of hazardous
26 materials and waste from the Property.

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1 **TENTH CAUSE OF ACTION**

2 **(Unlawful Business Practices – Violation of Business and Professions Code § 17200, et seq.)**

3 **(Brought by The People Against All Defendants)**

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

6 151. Defendants, and each of them, have engaged in, and continue to engage in,
7 unlawful, unfair and/or fraudulent business acts, omissions, and/or practices that constitute unfair
8 competition within the meaning of Business and Professions Code sections 17200, et seq.,
9 including but not limited to, the acts, omissions and/or practices alleged in causes of action One
10 through Nine of this Complaint and further set forth below:

11 a. Causing, contributing to causation, and maintaining a public nuisance in
12 violation of Code of Civil Procedure section 731 and Civil Code section 3479, et seq.;

13 b. Causing, contributing to causation, and maintaining a public nuisance in
14 violation of Los Angeles County Code sections 1.23.040, 12.80.619 and 20.36.010; Carson
15 Municipal Code, article I, chapter 2, section 1200 and article V, chapter 8, section 5810; and Flood
16 Control District Code sections 19.11 and 21.23;

17 c. Failing to establish and implement a business plan for an emergency
18 response to a release or threatened release of hazardous material in violation of Health and Safety
19 Code section 25507(a)(1);

20 d. Failing to submit a business plan for an emergency response to a release or
21 threatened release of hazardous materials to the appropriate authorities and/or regulatory agency,
22 in violation of Health and Safety Code sections 25505 and 25508(a)(1);

23 e. Failing to maintain and operate the Property to minimize the possibility of a
24 fire, explosion, or any unplanned sudden release of hazardous waste or hazardous waste
25 constituents to air, soil, or surface water which could threaten human health or the environment, in
26 violation of Title 22 California Code of Regulations ("CCR") section 66262.34(d)(2);

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- 1 f. Failing to obtain an identification number prior to treating, storing,
2 disposing of or offering for transporting any hazardous waste, in violation of 22 CCR section
3 66262.12;
- 4 g. Failing to properly label hazardous waste accumulation containers and
5 portable tanks in violation of 22 CCR section 66262.34(f);
- 6 h. Failing to determine if wastes generated are hazardous by using generator
7 knowledge or applying testing methods in violation of 22 CCR section 66262.11;
- 8 i. Failing to dispose of waste at a facility that has a permit from the California
9 Department of Toxic Substances Control or other authorized point, in violation of Health and
10 Safety Code section 25189;
- 11 j. Failing to manage universal waste aerosol cans in a manner that prevents
12 fire, explosion, and unauthorized release of any universal waste or component of a universal waste
13 to the environment, in violation of Health and Safety Code section 25201.16(e);
- 14 k. Failing to provide containers for holding hazardous waste that are always
15 closed during storage except when it is necessary to add or remove waste, in violation of 22 CCR
16 section 66262.34(d)(2);
- 17 l. Failing to provide and maintain fire apparatus access roads in accordance
18 with Fire Code sections 503.1.1 through 503.1.3 on the sides and rear of building at the Property;
- 19 m. Exceeding combustible and flammable liquids storage limits adjacent to
20 buildings on the Property, in violation of Fire Code section 5704.4.2.4;
- 21 n. Failing to obtain an operational permit to use a building or portion thereof
22 on the Property for high-piled combustible storage, in violation of Fire Code section 105.6.22;
- 23 o. Failing to obtain an operational permit to store, transport on site, dispense,
24 use or handle hazardous materials in excess of amounts listed in Table 105.6.20, and failing to
25 obtain unified program facility permits as required by the Los Angeles County Code, in violation
26 of Fire Code section 105.6.20;
- 27 p. Failing to obtain National Fire Protection Association ("NFPA") 704
28 Placards;

- 1 q. Failing to comply with General House Keeping in violation of Fire Code
2 section 3205;
- 3 r. Placing, discharging and/or causing to be placed or discharged within or to
4 the property or facility owned by the Flood Control District or the property in which the Flood
5 Control District has an easement or fee title, including without limitation, storm drains and the
6 Channel, solid, liquid, and/or gaseous materials that impaired the quality of water flowing on or
7 across such property or facility or stored on such property or facility or within the water-bearing
8 zones underground, in violation of Flood Control District Code section 19.07(A)(3);
- 9 s. Placing, discharging, and/or causing to be placed or discharged solid, liquid,
10 and/or gaseous materials that impaired the quality of water flowing in the Flood Control District's
11 storm drains, without the required permits and approvals, in violation of Flood Control District
12 Code section 21.07, subdivisions (A) and (B)(2);
- 13 t. Placing and/or causing to be placed or discharged within or to the property
14 or facility owned by the Flood Control District or the property in which the Flood Control District
15 has an easement, including without limitation, storm drains and the Channel, solid, liquid, and/or
16 gaseous materials that impaired the quality of water flowing on or across such property or facility
17 or stored on such property or facility or within the water-bearing zones underground, in violation
18 of Los Angeles County Code section 20.94.040;
- 19 u. Failing to report and abate the threatened release of hazardous materials
20 from the Property despite having prior knowledge of the threatened release, charge and control of
21 the Property, and the ability to report and abate the threatened release of hazardous materials, in
22 violation of Los Angeles County Code sections 12.56.010, et seq.;
- 23 v. Failing or refusing to correct, within the time allotted for correction, despite
24 having the right to do so, a fire hazard prohibited by law, for which Fire Protection District
25 properly issued a notice of violation respecting the hazard; and/or (2) having an obligation under
26 other provisions of law to correct a fire hazard prohibited by law, for which Fire Protection
27 District has properly issued a notice of violation respecting the hazard, failing or refusing to
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1 correct the hazard within the time allotted for correction, despite having the right to do so, in
2 violation of Health and Safety Code sections 13009, et seq.;

3 w. Causing an illicit discharge to enter the storm drain system in violation of
4 Los Angeles County Code section 12.80.410 and Carson Municipal Code, article V, chapter 8,
5 section 5800, et seq.;

6 x. Causing an illicit discharge of waste material into, and accumulation of
7 pollutants in, the storm drain, inlet, catch basin, conduit, drainage structure, culvert, curb, gutter,
8 natural watercourse, flood control channel, and/or canal, in violation of Los Angeles County Code
9 section 12.80.440 and Carson Municipal Code, article V, chapter 8, section 5800, et seq.;

10 y. Causing an illicit discharge from industrial or commercial activities not in
11 compliance with a NPDES permit, in violation of Los Angeles County Code 12.80.460 and
12 Carson Municipal Code, article V, chapter 8, section 5800, et seq.;

13 z. Discharging, depositing, causing, suffering to be discharged or deposited,
14 and allowing the continued existence of a deposit of material which created a public nuisance, a
15 menace to the public health or safety, polluted underground and surface waters, caused damage to
16 the storm-drain channel and public and private property, in violation of Los Angeles County Code
17 section 20.36.010, as adopted by Carson Municipal Code, article VIII, chapter 5, section 8500, et
18 seq.;

19 aa. Maintaining, discharging, depositing, causing, and suffering to be
20 discharged or deposited, waste material and effluent in or upon unincorporated territory of the
21 county of Los Angeles, or into streams or bodies of surface or subsurface water, or storm drains,
22 or flood control channels, where the same is deposited upon or may be carried through or upon
23 unincorporated territory of the county, without first securing a permit from the county engineer to
24 do so, in violation of Los Angeles County Code section 20.36.470, as adopted by Carson
25 Municipal Code, article VIII, chapter 5, section 8500, et seq.; and

26 bb. Placing obstructions, refuse, and contaminating substances in the flood-
27 control channel, in violation of Los Angeles County Code section 20.94.040.

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1 DATED: January 13, 2022

Respectfully submitted,

2 RODRIGO A. CASTRO-SILVA
3 County Counsel

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5 By 
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9 Senior Deputy County Counsel
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13 PEOPLE OF THE STATE OF CALIFORNIA,
14 COUNTY OF LOS ANGELES, LOS ANGELES
15 COUNTY FLOOD CONTROL DISTRICT, and
16 CONSOLIDATED FIRE PROTECTION DISTRICT
17 OF LOS ANGELES COUNTY