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Executive Officer/Clerk of Court,
By A. Zadorian, Deputy Clerk

Attorneys for Plaintiff ORTEGATI, INC.,
individually and on behalf of all others similarly situated.

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

ORTEGATI, INC., a California corporation,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

LINEAGE LOGISTICS, LLC; CHILL BUILD
LOS ANGELES I, LLC; LOS PALOS
STREET OPERATING, LLC; ALTUS
POWER, INC.; PEARCE SERVICES, LLC;
and DOES 1 through 20,

Defendants.

Case No.: **26STCV19901**

CLASS ACTION COMPLAINT FOR:

1. Negligence
2. Negligence Per Se (Evid. Code § 669)
3. Strict Liability for Ultrahazardous
4. Public Nuisance (Civ. Code § 3479)
5. Private Nuisance (Civ. Code § 3481)
6. Trespass
7. Unfair Business Practices (Bus. & Prof. Code § 17200)

DEMAND FOR JURY TRIAL

1. Plaintiff ORTEGATI, INC., a California corporation ("Plaintiff"), individually and on behalf of all others similarly situated brings this Class Action Complaint against Defendants LINEAGE LOGISTICS, LLC; CHILL BUILD LOS ANGELES I, LLC; LOS PALOS STREET OPERATING, LLC; ALTUS POWER, INC.; and PEARCE SERVICES, LLC, and DOES 1 through 20, inclusive (collectively, "Defendants"), and alleges as follows on information and belief, except as to those allegations that pertain to Plaintiff directly, which are alleged on personal knowledge.

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I. INTRODUCTION

2. On June 17, 2026, a fire ignited at the Lineage Logistics cold-storage warehouse at 1400 South Los Palos Street, Boyle Heights, California 90023 (the "Facility") while contractors from Defendant Pearce Services, LLC performed energized testing on the rooftop photovoltaic solar array. Plaintiff is informed and believes, and thereon alleges, that the fire spread through the Facility, compromised Lineage's anhydrous ammonia refrigeration system, and ignited stored lithium-ion forklift batteries, generating hydrogen fluoride and other toxic combustion byproducts. The fire burned for a week. The South Coast Air Quality Management District ("SCAQMD") reported hazardous air-quality conditions in the surrounding community during the Incident, including readings classified as "Hazardous." Governor Gavin Newsom declared a state of emergency on June 20, 2026. The Los Angeles Unified School District relocated students. Shelter-in-place orders were issued twice for the surrounding community.

3. Plaintiff is informed and believes, and thereon alleges, that Defendants' acts and omissions caused this catastrophe and that Defendants had advance notice it was coming. On information and belief, in or about 2024 a fire occurred on the same rooftop solar array at the same Facility. That prior fire placed every Defendant on actual notice that the combination of energized rooftop solar equipment and industrial anhydrous ammonia refrigeration constituted a dangerous condition capable of causing exactly the toxic release that occurred on June 17, 2026. Despite that actual notice, Defendants took no adequate steps to eliminate the hazard. They continued energized solar testing without implementing emergency shutdown protocols, without improving fire suppression at the array, and without updating the Facility's ammonia containment systems to account for the identified ignition risk.

4. The Incident released anhydrous ammonia and hydrogen fluoride into a densely populated residential and commercial corridor downwind of the Facility. Official SCAQMD advisories documented ground-level ash and particulate deposition across Boyle Heights, the Arts District, and adjacent neighborhoods. Plaintiff's property in Los Angeles, California, a few miles from the Facility, was physically contaminated by soot, ash, and combustion byproducts from the Incident.

5. This action is brought as a class action on behalf of all persons and entities that owned, leased, rented, or occupied real or personal property within the documented SCAQMD downwind impact corridor during the Incident. The Class seeks compensatory damages, abatement of ongoing contamination, punitive damages for Defendants' conscious disregard of the known risks, injunctive relief, and recovery of attorneys' fees under Code of Civil Procedure section 1021.5.

II. PARTIES

6. Plaintiff ORTEGATI, INC. is a California corporation with its principal place of business in Los Angeles, California. Plaintiff brings this action individually and as representative of the Class defined herein.

7. Defendant LINEAGE LOGISTICS, LLC is a limited liability company organized and existing under the laws of the State of Delaware, registered to do business in the State of California (California SOS No. 201305010155), with its principal place of business at 46500 Humboldt Drive, Novi, Michigan 48377. At all times relevant herein, Lineage Logistics, LLC was registered and in good standing with the California Secretary of State, the Franchise Tax Board, and the Victims of Corporate Fraud Compensation Fund. Lineage Logistics, LLC may be served through its registered California agent, CSC - Lawyers Incorporating Service, at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California. At all times relevant herein, Lineage Logistics, LLC operated the cold-storage warehouse facility located at 1400 South Los Palos Street, Los Angeles, California (the "Facility") as tenant-operator and was responsible for the operation, maintenance, safety, and emergency response systems of the Facility, including its industrial anhydrous ammonia refrigeration system and lithium-ion battery-powered forklift fleet.

8. Defendant CHILL BUILD LOS ANGELES I, LLC is a limited liability company organized and existing under the laws of the State of Delaware, registered to do business in the State of California (California SOS No. 201708010585), with its principal place of business at 6831 East 32nd Street, Suite 300, Indianapolis, Indiana 46226. At all times relevant herein, Chill Build Los Angeles I, LLC was registered and in good standing with the California Secretary of

1 State, the Franchise Tax Board, and the Victims of Corporate Fraud Compensation Fund. Chill
2 Build Los Angeles I, LLC may be served through its registered California agent, Cogency Global
3 Inc., at 1325 J Street, Suite 1550, Sacramento, California. At all times relevant herein, Chill Build
4 Los Angeles I, LLC owned the real property and building structure constituting the Facility. As
5 property owner and landlord, Chill Build Los Angeles I, LLC owed a non-delegable duty to
6 maintain the Facility in a reasonably safe condition. I was responsible for authorizing and
7 permitting the installation of the rooftop solar array by Altus Power, Inc., and Los Palos Street
8 Operating, LLC.

9 9. Defendant LOS PALOS STREET OPERATING, LLC is a limited liability company
10 organized and existing under the laws of the State of Delaware, registered to do business in the
11 State of California (California SOS No. 201911910020), with its principal place of business at
12 2200 Atlantic Street, Suite 600, Stamford, Connecticut 06902. At all times relevant herein, Los
13 Palos Street Operating LLC was registered and in good standing with the California Secretary
14 of State, the Franchise Tax Board, and the Victims of Corporate Fraud Compensation Fund. Los
15 Palos Street Operating LLC may be served through its registered California agent, Registered
16 Agent Solutions, Inc., at 555 Capitol Mall, Suite 1150, Sacramento, California. At all times
17 relevant herein, Los Palos Street Operating, LLC owned the rooftop solar array installed on the
18 Facility (the "Solar Array") and was responsible for the operation, maintenance, testing, and
19 safety protocols governing the Solar Array. Los Palos Street Operating LLC is the alter ego of
20 and/or acted as the agent of Defendant Altus Power, Inc., as alleged more fully in paragraph 10
21 below.

22 10. Defendant ALTUS POWER, INC. is a corporation organized and existing under
23 the laws of the State of Delaware, registered to do business in the State of California as a foreign
24 stock corporation (California SOS initial filing date November 16, 2023), with its principal place
25 of business at 2200 Atlantic Street, Suite 600, Stamford, Connecticut 06902. At all times relevant
26 herein, Altus Power, Inc. was registered and in good standing with the California Secretary of
27 State, the Franchise Tax Board, and the Victims of Corporate Fraud Compensation Fund. Altus
28 Power, Inc. may be served through its registered California agent, Registered Agent Solutions,

1 Inc., at 555 Capitol Mall, Suite 1150, Sacramento, California. At all times relevant herein, Altus
2 Power, Inc. was the parent company of and exercised ownership and control over Los Palos
3 Street Operating LLC in connection with the Solar Array installed on the Facility. Plaintiff is
4 informed and believes, and thereon alleges, that there exists such a unity of interest and
5 ownership between Altus Power, Inc. and Los Palos Street Operating, LLC that the separate
6 personalities of these entities have effectively ceased to exist. Plaintiff is informed and believes
7 that Altus Power, Inc. and Los Palos Street Operating, LLC share an identical principal business
8 address, 2200 Atlantic Street, Suite 600, Stamford, Connecticut 06902, and share an identical
9 registered agent for service of process in California, Registered Agent Solutions, Inc., at 555
10 Capitol Mall, Suite 1150, Sacramento, California. Plaintiff is further informed and believes, and
11 thereon alleges, that Altus Power, Inc. approves all material capital expenditures and operational
12 decisions of Los Palos Street Operating, LLC concerning the Solar Array; that Los Palos Street
13 Operating, LLC maintains no employees, payroll, or bank accounts independent of Altus Power,
14 Inc.; that the two entities share one or more common officers, directors, or managers; that the
15 contracts governing the Solar Array, including the contract with Pearce Services, LLC, were
16 entered under the Altus Power corporate umbrella; and that Los Palos Street Operating, LLC
17 was formed as a special-purpose entity for the sole purpose of holding the Solar Array asset and
18 possesses no independent business operations. Adherence to the fiction of Los Palos Street
19 Operating, LLC's separate existence under these circumstances would sanction fraud and
20 promote injustice by shielding Altus Power, Inc. from liability for the consequences of its own
21 operational decisions made through Los Palos Street Operating, LLC. Accordingly, Altus Power,
22 Inc. is liable for all obligations of Los Palos Street Operating, LLC, alleged herein.

23 11. Defendant PEARCE SERVICES, LLC is a limited liability company organized and
24 existing under the laws of the State of Delaware, registered to do business in the State of
25 California (California SOS No. 201417610239), with its principal place of business at 1222 Vine
26 Street, Paso Robles, California 93446. At all times relevant herein, Pearce Services LLC was
27 registered and in good standing with the California Secretary of State, the Franchise Tax Board,
28 and the Victims of Corporate Fraud Compensation Fund. Pearce Services, LLC may be served

1 through its registered California agent, C T Corporation System, at 330 North Brand Boulevard,
2 Glendale, California. At all times relevant herein, Pearce Services LLC was the contractor
3 retained by Altus Power, Inc. and/or Los Palos Street Operating LLC to perform testing and
4 maintenance work on the Solar Array. On June 17, 2026, employees and/or agents of Pearce
5 Services, LLC were present on the roof of the Facility conducting testing of the Solar Array when
6 the fire that is the subject of this action ignited.

7 12. Plaintiff is unaware of the true names and capacities of Defendants sued herein as
8 DOES 1 through 20, inclusive, and therefore sues those Defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege their true names and capacities when they are
10 ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously
11 named Defendants is responsible in some manner for the events and happenings herein alleged,
12 and that the acts and omissions of those Defendants proximately caused Plaintiff's injuries and
13 damages.

14 13. At all times relevant herein, each Defendant was the agent, employee, partner,
15 joint venturer, co-conspirator, alter ego, and/or co-participant of each other Defendant, and in
16 doing the things herein alleged, was acting within the course and scope of that agency,
17 employment, partnership, joint venture, conspiracy, or participation, with the advance
18 knowledge, acquiescence, or ratification of each other Defendant.

19 20 **III. JURISDICTION AND VENUE**

21 14. This Court has subject matter jurisdiction pursuant to the California Constitution,
22 Article VI, Section 10. This action is an unlimited civil case because the amount in controversy
23 exceeds \$35,000, exclusive of interest and costs. Code Civ. Proc., §§ 85, 88.

24 15. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
25 sections 395 and 395.5 because: (a) the tortious acts and omissions giving rise to this action
26 occurred in the County of Los Angeles; (b) the Facility is located in Boyle Heights, County of Los
27 Angeles; (c) Plaintiff's property is located in the County of Los Angeles; (d) each Defendant
28 conducts business in the County of Los Angeles; and (e) property damage suffered by Plaintiff

1 and the Class occurred in the County of Los Angeles.

2 16. This action qualifies for assignment to the Complex Litigation Program of the Los
3 Angeles Superior Court at the Spring Street Courthouse, given its scope, the number of parties
4 and anticipated claimants, and the complexity of the issues presented. Plaintiff concurrently files
5 a Notice of Complex Case Designation pursuant to California Rules of Court, Rule 3.402,
6 because this action involves (a) numerous anticipated claimants, (b) multiple defendants, (c)
7 novel legal issues including ultrahazardous activity doctrine and application of CalARP
8 regulations, and (d) anticipated coordination with regulatory proceedings before SCAQMD and
9 Cal/OSHA.

10 11 **IV. GENERAL FACTUAL ALLEGATIONS**

12 **A. The Facility and Defendants' Roles**

13 17. The Facility at 1400 South Los Palos Street, Boyle Heights, California, operates
14 as a large-scale commercial cold-storage and refrigeration warehouse with approximately
15 491,000 square feet of refrigerated space. The Facility is in a densely populated residential and
16 commercial corridor of Boyle Heights, immediately adjacent to multi-family residential housing
17 and light commercial uses.

18 18. Lineage Logistics, LLC operated the Facility at all relevant times. Lineage used
19 anhydrous ammonia as the primary industrial refrigerant for the cold-storage system. Anhydrous
20 ammonia is a toxic substance regulated under California Health and Safety Code sections 25531
21 et seq. (California Accidental Release Prevention Program, "CalARP") and California Code of
22 Regulations, title 19, sections 2735 et seq. An anhydrous ammonia system of the scale operated
23 at the Facility constitutes a "program 3" regulated process under CalARP. Lineage was required
24 to prepare, implement, and maintain a Risk Management Plan ("RMP") under Health and Safety
25 Code sections 25533 and 25534.

26 19. Chill Build Los Angeles I, LLC owned the real property and building at the Facility
27 at all relevant times and leased or licensed the Facility to Lineage Logistics, LLC. At all relevant
28 times, Chill Build Los Angeles I, LLC knew the nature of Lineage's operations, including the

1 storage and use of anhydrous ammonia at scale.

2 20. Los Palos Street Operating, LLC and its alter ego Altus Power, Inc. (collectively,
3 "Altus/Los Palos") owned and operated the rooftop photovoltaic solar array installed on the
4 Facility's roof (the "Solar Array"). The Solar Array generates substantial electrical current
5 independent of the Facility's main power supply. It continues to generate current during sunlight
6 hours even after the Facility's main circuit breakers are opened. This characteristic of
7 photovoltaic systems, known as "islanding," creates a known fire and arc-flash hazard that
8 complicates emergency response and increases the risk of fire spread.

9 21. Pearce Services, LLC performed installation, testing, and maintenance services
10 on the Solar Array under contract with Altus/Los Palos. On June 17, 2026, Pearce Services
11 personnel were present on the Facility's roof performing energized testing of the Solar Array at
12 the time the fire ignited.

13 **B. The Prior 2024 Rooftop Fire: Actual Notice**

14 22. Plaintiff is informed and believes, and thereon alleges, that in or about 2024 a fire
15 or overheating event occurred on the roof of the Facility (the "2024 Fire"), caused by or related
16 to the Solar Array installed on the Facility's roof. Plaintiff will amend to allege the specific incident
17 report and date as that information becomes available.

18 23. The 2024 Fire placed each Defendant on actual notice of a dangerous condition
19 at the Facility: the combination of an energized rooftop solar array with a large-scale anhydrous
20 ammonia refrigeration system beneath it created a specific, identifiable risk that a future ignition
21 event could compromise the refrigeration system and cause a mass toxic release into the
22 surrounding community.

23 24. Despite actual notice of the 2024 Fire and the dangerous condition it revealed,
24 none of the Defendants took adequate corrective action. Lineage failed to update its RMP as
25 required following the accidental release event identified by the 2024 Fire. Altus/Los Palos and
26 Pearce Services failed to implement rapid-shutdown safety systems, modify the Solar Array's
27 configuration to reduce ignition risk, or coordinate with Lineage and LAFD on fire suppression
28 protocols specific to the Solar Array's proximity to the ammonia system.

1 **C. The June 17, 2026 Incident**

2 25. On June 17, 2026, a fire ignited at the Facility while Pearce Services personnel
3 were performing energized testing of the Solar Array on the Facility's roof (the "Incident"). The
4 fire spread through the Facility's roof and building structure.

5 26. The fire caused or contributed to the failure of one or more components of
6 Lineage's anhydrous ammonia refrigeration system, resulting in the release of anhydrous
7 ammonia from the pressurized refrigeration lines and/or vessels. Plaintiff is informed and
8 believes, and thereon alleges, that on or about June 18, 2026, lithium-ion forklift batteries stored
9 at the Facility ignited, generating hydrogen fluoride and other toxic combustion byproducts. Both
10 anhydrous ammonia and hydrogen fluoride are acutely toxic substances that cause severe
11 respiratory injury, pulmonary edema, and property contamination upon release into the ambient
12 air.

13 27. The Incident burned for a week. SCAQMD air quality monitors recorded an Air
14 Quality Index ("AQI") of approximately 621 at the Facility perimeter during the Incident, a reading
15 classified as "Hazardous" and more than twice the 300 AQI threshold for that classification.
16 SCAQMD issued multiple official advisories identifying the downwind ash and particulate
17 deposition zone (the "SCAQMD Deposition Zone") covering Boyle Heights, the Arts District, and
18 adjacent neighborhoods.

19 28. The Los Angeles Fire Department and county emergency responders issued
20 shelter-in-place orders for the community surrounding the Facility, requiring residents and
21 businesses to remain inside with windows and doors sealed. The Los Angeles Unified School
22 District relocated students from schools within the impact zone. On June 20, 2026, Governor
23 Gavin Newsom declared a state of emergency in connection with the Incident, which is subject
24 to judicial notice under Evidence Code section 452, subdivision (c).

25 29. The Facility's refrigeration system failure caused the decomposition of stored food
26 products, generating additional ammonia, methane, and biological hazards that continued to
27 affect air quality in the surrounding area through and after the date of this filing.
28

1 **D. Impact on Plaintiff and the Class**

2 30. Plaintiff's property in Los Angeles, California, a few miles from the Facility, was
3 physically contaminated by soot, ash, and combustion byproducts from the Incident. The
4 contamination rendered portions of Plaintiff's property unusable, requiring professional
5 remediation and causing economic loss. Among the personal property contaminated,
6 approximately ten motor vehicles were located at Plaintiff's shop on the date of the Incident.
7 Most of those vehicles were owned by Plaintiff, and fewer than half were customer vehicles
8 entrusted to Plaintiff's care for service. Each was coated with soot, ash, and particulate matter
9 and required professional decontamination.

10 31. Members of the proposed Class, all persons and entities owning, leasing, renting,
11 or occupying real or personal property within the SCAQMD Deposition Zone during the Incident,
12 suffered similar physical contamination of their property. The contamination arose from a single
13 source and a common deposition mechanism, as documented by official government monitoring
14 data, so that Defendants' liability and the geographic footprint of deposition are provable on a
15 class-wide basis. The Class's damages are provable on a class-wide basis through SCAQMD
16 monitoring records, plume dispersion modeling, and property remediation records.

17
18 **V. CLASS ACTION ALLEGATIONS**

19 32. Plaintiff brings this action as a class action pursuant to Code of Civil Procedure
20 section 382 and California Rules of Court, rules 3.760 through 3.771, on behalf of the following
21 Class:

22 All persons and entities that, between June 17, 2026 and the full extinguishment
23 of the Incident, owned, leased, rented, possessed, or occupied real property, or
24 owned personal property located outdoors or in non-sealed structures, within the
25 Class Area, which is the geographic area identified in the official SCAQMD
26 advisories for the Incident.

1 Excluded from the Class are: (a) Defendants and their parents, subsidiaries,
2 affiliates, officers, directors, employees, and agents; (b) judicial officers assigned
3 to this matter and their immediate family members; and (c) any persons asserting
4 claims solely for personal injury or wrongful death arising from the Incident without
5 any property contamination.

6 Plaintiff also seeks to represent the following Subclasses, each limited to the
7 geographic area and time period described in the Class definition above: (a) a Real
8 Property Subclass of all members who owned, leased, rented, or occupied real
9 property; (b) a Business Subclass of all members who operated a business and
10 incurred cleaning, remediation, closure, or loss-of-use expenses; and (c) an
11 Outdoor Personal Property Subclass of all members who owned vehicles,
12 equipment, inventory, or other personal property located outdoors or in non-sealed
13 structures.

14
15 33. ASCERTAINABLE CLASS. The Class is ascertainable. Class membership can be
16 determined by objective criteria: ownership, occupancy, or leasing of real or personal property
17 within the geographic boundary established by the SCAQMD's official deposition zone
18 advisories during the Incident period. These government records provide an objective,
19 administratively manageable basis for identifying Class members without individualized inquiry
20 into each member's subjective experience. Plaintiff anticipates that a plume dispersion and
21 deposition modeling expert will confirm the geographic Class boundary and validate the
22 SCAQMD advisory zone as a dependable proxy for actual deposition.

23 34. NUMEROSITY. The Class is sufficiently numerous that joinder of all members is
24 impracticable within the meaning of the Code of Civil Procedure section 382. The SCAQMD
25 Deposition Zone encompasses densely populated residential neighborhoods, multi-family
26 dwellings, and commercial establishments in Boyle Heights, the Arts District, and adjacent
27 areas. On information and belief, the Class includes hundreds or thousands of property owners,
28 tenants, and occupants located within the SCAQMD Deposition Zone during the Incident.

1 35. COMMUNITY OF INTEREST. A well-defined community of interest exists among
2 Class members, satisfying the three-part test established in *Brinker Restaurant Corp. v. Superior*
3 *Court*, 53 Cal. 4th 1004, 1021 (Cal. 2012) and *Sav-On Drug Stores, Inc. v. Superior Court*, 34
4 Cal. 4th 319 (Cal. 2004):

5 (a) PREDOMINANT COMMON QUESTIONS. Common questions of law and fact
6 predominate over individual questions. The predominant common questions
7 include: (i) whether Defendants caused the Incident through their negligent acts
8 and omissions; (ii) whether Defendants had actual notice of the dangerous
9 condition at the Facility through the 2024 prior fire and failed to take adequate
10 corrective action; (iii) whether the Incident constituted a public nuisance, private
11 nuisance, and trespass; (iv) whether Defendants' anhydrous ammonia
12 refrigeration operation constitutes an ultrahazardous activity within the meaning of
13 *Luthringer v. Moore*, 31 Cal. 2d 489 (Cal. 1948); (v) whether Defendants violated
14 Health and Safety Code section 41700 and SCAQMD Rule 402; (vi) whether
15 Defendants' conduct, with actual notice from the 2024 fire, constitutes malice or
16 conscious disregard under Civil Code section 3294; and (vii) the geographic extent
17 of the SCAQMD Deposition Zone. These common issues are likely based on
18 evidence (SCAQMD monitoring data, government emergency declarations, LAFD
19 incident reports, and expert plume modeling) without individualized inquiry. That
20 individual Class members may have suffered differing amounts of property
21 damage does not defeat predominance, because the common questions of cause,
22 notice, breach, the release of hazardous combustion byproducts, and the
23 geographic deposition footprint are provable by common evidence and any
24 individualized damages may be determined in subsequent proceedings. *Sav-On*
25 *Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 327-329 (Cal. 2004).

26
27 (b) TYPICALITY. Plaintiff's claims are typical of the Class claims. Plaintiff's property
28 in Los Angeles, California, is located within the SCAQMD Deposition Zone and

1 suffered physical contamination from the same Incident that contaminated Class
2 members' property. Plaintiff asserts the same legal theories and seeks the same
3 remedies as the Class. Defendants' defenses to Plaintiff's claims are the same
4 defenses Defendants will assert against the Class.

5
6 (c) ADEQUACY. Plaintiff will fairly and adequately represent the interests of the Class.
7 Plaintiff has retained counsel with substantial experience in class action litigation,
8 toxic tort cases, and environmental contamination matters. Plaintiff has no
9 interests antagonistic to those of the Class.

10
11 (d) SUPERIORITY AND SUBSTANTIAL BENEFIT. A class action is superior to all
12 other available methods for the fair and efficient adjudication of this controversy. It
13 provides substantial benefit to both litigants and the judicial system as required by
14 *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429 (2000). Individual actions by each Class
15 member would be duplicative, inefficient, and would result in inconsistent
16 adjudications on common questions. The uniform nature of Defendants' conduct,
17 the single-incident cause, and the availability of common proof through
18 government monitoring data and expert modeling make class-wide resolution
19 overwhelmingly superior to individual litigation.

20 In the alternative, Plaintiff seeks certification of one or more issue classes under Code of
21 Civil Procedure section 382 on the common questions concerning Defendants' course of
22 conduct, including the cause and origin of the Incident, Defendants' notice of the dangerous
23 condition, Defendants' breach of the duties they owed the surrounding community, whether the
24 Incident released hazardous soot, ash, ammonia, and combustion byproducts, the geographic
25 footprint of particulate deposition, and Defendants' obligation to fund a reasonable remediation
26 protocol. Individual issues of eligibility and damages, if any, may be determined through a court-
27 supervised claims process after the common issues are adjudicated.

1 **FIRST CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(Against All Defendants)**

4 36. Plaintiff incorporates by reference all preceding paragraphs as though fully set
5 forth herein.

6 37. Each Defendant owed Plaintiff and the Class a duty of ordinary care to avoid
7 exposing them to unreasonable risk of harm from Defendants' respective activities at or
8 concerning the Facility. California Civil Code section 1714 imposes a general duty of care upon
9 all persons to avoid injuring others through negligent acts or omissions. *Kesner v. Superior*
10 *Court*, 1 Cal. 5th 1132 (2016) (landowner's duty of care extends to persons injured off the
11 premises by conditions on or activities conducted on the premises).

12 38. Lineage Logistics, LLC breached its duty of care by: (a) failing to maintain the
13 anhydrous ammonia refrigeration system in a safe condition; (b) failing to implement adequate
14 fire suppression systems at the Solar Array interface with the refrigeration system; (c) failing to
15 update its CalARP Risk Management Plan following the 2024 Fire as required by Health and
16 Safety Code section 25534 and California Code of Regulations, title 19, section 2745.10.5; (d)
17 failing to eliminate or adequately mitigate the specific ignition risk identified by the 2024 Fire;
18 and (e) failing to implement emergency protocols that would have isolated the ammonia system
19 from the rooftop fire hazard.

20 39. Chill Build Los Angeles I, LLC breached its duty of care as building owner by: (a)
21 failing to inspect for and remediate the dangerous condition created by the combination of the
22 Solar Array and the ammonia refrigeration system; (b) failing to require its tenant Lineage to
23 update the RMP and implement corrective action following the 2024 Fire; and (c) failing to
24 exercise its non-delegable duty of care as a property owner to prevent unreasonable off-site
25 harm.

26 40. Altus Power, Inc. and Los Palos Street Operating, LLC breached their duty of care
27 by: (a) failing to implement a rapid shutdown system on the Solar Array adequate to de-energize
28 the array during a fire emergency; (b) failing to coordinate with Lineage and LAFD regarding the

1 Solar Array's known islanding risk in proximity to the ammonia system; (c) continuing to authorize
2 and supervise energized testing of the Solar Array without implementing safeguards
3 commensurate with the identified ignition risk.

4 41. Pearce Services, LLC breached its duty of care by performing energized testing of
5 the Solar Array without implementing adequate fire safety protocols appropriate to the Solar
6 Array's proximity to an industrial anhydrous ammonia system.

7 42. Each Defendant's breach of duty was a substantial factor in causing the Incident
8 and the resulting physical contamination of Plaintiff's and Class members' property. Plaintiff does
9 not allege that every Defendant performed every act or omission described above; rather, each
10 Defendant is liable for the acts and omissions within its own ownership, operational,
11 maintenance, contractor, and control responsibilities, and for the foreseeable off-site
12 consequences of those acts and omissions. As a direct and proximate result of Defendants'
13 negligence, Plaintiff and the Class suffered property damage, cleanup and remediation costs,
14 loss of use of their property, economic loss, and other damages in amounts to be proven at trial.

15 43. Defendants' negligence was committed with conscious disregard of the rights and
16 safety of Plaintiff and the Class within the meaning of Civil Code section 3294, subdivision (c)(1).
17 Defendants possessed actual knowledge through the 2024 Fire that the specific combination of
18 the Solar Array and the ammonia refrigeration system at this Facility was dangerous, had already
19 resulted in a rooftop fire, and created a foreseeable risk of catastrophic toxic release. Defendants
20 deliberately failed to take adequate corrective action, continuing to authorize energized solar
21 testing without adequate safeguards. This conduct constitutes despicable conduct continued
22 with willful and conscious disregard of the rights and safety of others. "Despicable conduct" within
23 the meaning of section 3294 means conduct so base, vile, or contemptible that it would be looked
24 down upon and despised by ordinary decent people. *College Hospital, Inc. v. Superior Court*, 8
25 Cal. 4th 704, 725 (Cal. 1994). The despicable conduct alleged herein was authorized, directed,
26 and ratified by officers, directors, and managing agents of each corporate and limited liability
27 company Defendant within the meaning of Civil Code section 3294, subdivision (b). The
28 decisions to continue energized solar testing, to forgo emergency shutdown protocols, and to

1 leave the CalARP Risk Management Plan unrevised after the 2024 Fire were made and ratified
2 at the highest levels of management for each Defendant. On information and belief, the
3 managing agents responsible for facility safety and ammonia-process compliance received the
4 findings from the 2024 accidental release and approved continued energized solar operations
5 without implementing the corrective measures those findings identified. Plaintiff and the Class
6 are therefore entitled to exemplary and punitive damages under Civil Code section 3294.

8 **SECOND CAUSE OF ACTION**

9 **NEGLIGENCE PER SE**

10 **(Against All Defendants; Evidence Code § 669)**

11 44. Plaintiff incorporates by reference all preceding paragraphs as though fully set
12 forth herein.

13 45. Evidence Code section 669 provides that the failure to exercise due care is
14 presumed if (*Ramirez v. Nelson*, 44 Cal. 4th 908, 918 (Cal. 2008) (stating the four-element test
15 for a section 669 presumption)): (a) the defendant violated a statute, ordinance, or regulation of
16 a public entity; (b) the violation proximately caused death or injury to person or property; (c) the
17 death or injury resulted from an occurrence of the nature that the statute, ordinance, or regulation
18 was designed to prevent; and (d) the person suffering the death or injury was one of the class
19 of persons for whose protection the statute, ordinance, or regulation was adopted.

20 46. Defendants violated Health and Safety Code section 41700, which prohibits the
21 discharge from any source of air contaminants or other material that causes injury, detriment,
22 nuisance, or annoyance to any considerable number of persons or to the public, or that
23 endangers the comfort, repose, health, or safety of any such persons. The Incident discharged
24 anhydrous ammonia, hydrogen fluoride, soot, ash, and toxic combustion byproducts into densely
25 populated Boyle Heights and adjacent neighborhoods in violation of section 41700.

26 47. Defendants violated SCAQMD Rule 402, which prohibits discharge of air
27 contaminants in quantities that cause a nuisance or which are injurious to the health of any
28 person.

1 48. Lineage Logistics, LLC violated Health and Safety Code sections 25531 through
2 25545 (CalARP) and California Code of Regulations, title 19, sections 2735 et seq. by, on
3 information and belief, failing to update its Risk Management Plan within the time required by
4 section 2745.10.5 following the 2024 accidental release event, and by failing to implement
5 adequate prevention program measures identified as necessary after the 2024 Fire. These
6 statutes and regulations were enacted for the protection of persons in the position of Plaintiff
7 and Class members, specifically members of the public residing and working in the vicinity of
8 facilities handling toxic substances above threshold quantities.

9 49. Lineage Logistics, LLC further violated California Code of Regulations, title 8,
10 section 5189, the Process Safety Management standard for acutely hazardous materials, which
11 applies to any process involving anhydrous ammonia in a quantity at or above the threshold
12 quantity and requires the operator to perform and maintain a process hazard analysis, to
13 investigate accidental releases, and to maintain the mechanical integrity of the process
14 equipment. Section 5189 was adopted to prevent catastrophic releases of acutely hazardous
15 materials, a danger that extends beyond the facility to the surrounding community. Following the
16 2024 Fire, Lineage failed to conduct an adequate process hazard analysis of the interface
17 between the energized rooftop Solar Array and the anhydrous ammonia refrigeration system
18 and failed to implement the mechanical integrity and emergency response measures that would
19 have prevented or contained the June 17, 2026, release. The catastrophic release of anhydrous
20 ammonia into the surrounding residential and commercial community is precisely the harm
21 section 5189 was designed to prevent, and Plaintiff and Class members are among the persons
22 that the standard was designed to protect.

23 50. Defendants' violations of these statutes and regulations were a substantial factor
24 in causing the Incident and the resulting contamination of Plaintiff's and Class members'
25 property. Plaintiff alleges these violations against each Defendant whose ownership, operation,
26 maintenance, work, or control caused or contributed to the regulated process or the discharge
27 source; discovery will establish each Defendant's specific statutory responsibility. Pursuant to
28 Evidence Code section 669, the failure to exercise due care is presumed as to each such

1 Defendant. As a direct and proximate result, Plaintiff and the Class suffered damages in amounts
2 to be proven at trial.

3
4 **THIRD CAUSE OF ACTION**
5 **STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITY**
6 **(Against Lineage Logistics, LLC)**

7 51. Plaintiff incorporates by reference all preceding paragraphs as though fully set
8 forth herein.

9 52. California recognizes strict liability without fault for injuries and property damage
10 proximately caused by ultrahazardous activities—*Luthringer v. Moore*, 31 Cal. 2d 489 (Cal.
11 1948). Whether an activity is ultrahazardous is determined by the factors outlined in Restatement
12 (Second) of Torts sections 519 and 520, as adopted in California. Whether an activity is ultra-
13 hazardous is a question of law for the court.

14 53. Lineage’s operation of a large-scale industrial anhydrous ammonia refrigeration
15 system in the densely populated residential community of Boyle Heights satisfies the
16 Restatement section 520 factors. It constitutes an ultrahazardous activity as a matter of law:

- 17 (a) High degree of risk of harm to others. Industrial-scale anhydrous ammonia in
18 quantities above the CalARP threshold, stored under pressure in a system that
19 cannot be rapidly de-energized in an emergency, presents an extreme risk of
20 catastrophic release that can cause mass property contamination and community-
21 wide toxic exposure, as the June 17, 2026 Incident demonstrates.
- 22 (b) Likelihood that harm will be great. A large-scale ammonia release in a densely
23 populated urban neighborhood causes widespread property contamination,
24 requires community-wide shelter-in-place orders, and necessitates state
25 emergency declarations, as the Incident confirms.
- 26 (c) Inability to eliminate risk through reasonable care. Even with reasonable care, the
27 combination of high-pressure toxic refrigerant, an energized rooftop solar array
28 with known islanding characteristics, and lithium-ion battery storage in an urban

1 setting cannot eliminate the risk of catastrophic release from fire, seismic event, or
2 equipment failure. The 2024 Fire demonstrates that reasonable care failed to
3 prevent ignition even before the June 17, 2026 Incident.

4 (d) Not a matter of common usage. Large-scale industrial anhydrous ammonia cold
5 storage in a densely populated residential neighborhood is not a common practice.

6 (e) Inappropriateness to the location. The Facility is located immediately adjacent to
7 residential housing and within a densely populated urban neighborhood where a
8 catastrophic ammonia release presents a foreseeable risk of mass community
9 harm.

10 (f) Community value outweighed by danger. The commercial value of cold storage
11 does not outweigh the extreme and foreseeable risk of toxic contamination to
12 thousands of surrounding property owners and residents, particularly given the
13 2024 ignition event.

14 54. Lineage Logistics, LLC is strictly liable for all harm to Plaintiff and the Class
15 proximately caused by the storage and use of anhydrous ammonia at the Facility, regardless of
16 the presence or absence of negligence. As a direct and proximate result, Plaintiff and the Class
17 suffered damages in amounts to be proven at trial.

18 19 **FOURTH CAUSE OF ACTION**

20 **PUBLIC NUISANCE**

21 **(Against All Defendants)**

22 55. Plaintiff incorporates by reference all preceding paragraphs as though fully set
23 forth herein.

24 56. Civil Code section 3479 defines a nuisance as anything injurious to health,
25 including the obstruction of the free use of property, to interfere with the comfortable enjoyment
26 of life or property, by an entire community or neighborhood, or by any considerable number of
27 people. Civil Code section 3480 defines a public nuisance as one that affects at the same time
28 an entire community or neighborhood. *Orange County Water District v. Sabic Innovative Plastics*

1 *US, LLC*, 14 Cal. App. 5th 343, 393 (2017).

2 57. The Incident created a condition injurious to the health, safety, comfort, and
3 property of the entire community surrounding the Facility. The release of anhydrous ammonia,
4 hydrogen fluoride, soot, ash, and toxic combustion byproducts into a densely populated
5 residential neighborhood; the resulting shelter-in-place orders; the LAUSD student relocations;
6 the Governor's emergency declaration; and the ongoing contamination from decomposing food
7 products and residual hazardous materials collectively constitute a public nuisance within the
8 meaning of Civil Code sections 3479 and 3480.

9 58. The public nuisance is ongoing as of the date of this filing because of residual
10 hazardous material contamination at the Facility and the continued decomposition of stored food
11 product generating additional toxic gases.

12 59. Each Defendant's acts and omissions, as described in the General Factual
13 Allegations, were a substantial factor in causing and maintaining the public nuisance.

14 60. Plaintiff and Class members suffered harm different in kind from that suffered by
15 the public. While the general public experienced smoke and air quality advisories in a general
16 sense, Plaintiff and Class members suffered the specific, physical contamination of their real
17 and personal property by soot, ash, particulate matter, and toxic combustion byproducts
18 requiring remediation. This special injury, the physical contamination of specific, identifiable
19 property, is different in kind from the community's generalized air quality injury—Civil Code
20 section 3493.

21 61. Plaintiff and the Class are entitled to bring a civil action for public nuisance under
22 Code of Civil Procedure section 731 and Civil Code section 3493 (private person's action for
23 public nuisance) to recover damages and to compel abatement of the ongoing nuisance.

24 62. Defendants' creation and maintenance of the public nuisance, after actual notice
25 of the 2024 Fire identified the precise mechanism of harm, constitute despicable conduct carried
26 on with willful and conscious disregard of the rights and safety of Plaintiff and the Class,
27 satisfying the standard for punitive damages under Civil Code section 3294, subdivision (c)(1).
28 Plaintiff and the Class are entitled to exemplary and punitive damages.

1 **FIFTH CAUSE OF ACTION**

2 **PRIVATE NUISANCE**

3 **(Against All Defendants; Civil Code §§ 3479, 3481)**

4 63. Plaintiff incorporates by reference all preceding paragraphs as though fully set
5 forth herein.

6 64. Civil Code section 3481 provides that every nuisance not included in the definition
7 of public nuisance is a private nuisance. *San Diego Gas & Electric Co. v. Superior Court*, 13 Cal.
8 4th 893, 937-938 (Cal. 1996) (elements of private nuisance: (1) interference with plaintiff's use
9 and enjoyment of land; (2) that invasion is substantial; and (3) the interference is unreasonable).
10 The Incident constituted both a public nuisance and, as to Plaintiff and each Class member
11 individually, a private nuisance by invading their specific property rights.

12 65. Defendants' acts and omissions resulted in the physical invasion of Plaintiff's and
13 Class members' interests in the private use and enjoyment of their respective properties,
14 specifically through the deposition of soot, ash, anhydrous ammonia residue, particulate matter,
15 and toxic combustion byproducts directly onto their real and personal property.

16 66. The invasion was substantial and unreasonable. It was substantial in that it caused
17 actual physical contamination of property requiring professional remediation. It was
18 unreasonable in that Defendants had actual notice of the dangerous condition from the 2024
19 Fire and continued to operate and authorize activities at the Facility without eliminating or
20 adequately mitigating that risk.

21 67. The continuing presence of residual contamination and the ongoing decomposition
22 of stored food products at the Facility constitute a continuing private nuisance entitling Plaintiff
23 and the Class to continuing relief.

24 68. As a direct and proximate result of the private nuisance, Plaintiff and the Class
25 suffered property contamination, cleanup costs, loss of use, economic loss, and other damages
26 in amounts to be proven at trial.

27 69. For the same reasons stated in the Fourth Cause of Action, Defendants' conduct
28 constitutes despicable conduct with willful and conscious disregard of the rights and safety of

1 Plaintiff and the Class within the meaning of Civil Code section 3294(c)(1). Plaintiff and the Class
2 are entitled to exemplary and punitive damages.

3
4 **SIXTH CAUSE OF ACTION**

5 **TRESPASS**

6 **(Against All Defendants)**

7 70. Plaintiff incorporates by reference all preceding paragraphs as though fully set
8 forth herein.

9 71. Plaintiff and Class members have a right to exclusive possession and use of their
10 respective real and personal property.

11 72. As a direct and proximate result of the Incident, Defendants caused soot, ash,
12 anhydrous ammonia residue, hydrogen fluoride residue, and toxic combustion byproducts,
13 physical substances, to enter upon and physically contaminate Plaintiff's and Class members'
14 real and personal property without authorization. This physical entry of tangible substances
15 constitutes trespass. *Elton v. Anheuser-Busch Beverage Group, Inc.*, 50 Cal. App. 4th 1301
16 (1996) (particulate matter, lint, cement dust, and fire-derived deposits deposited on neighboring
17 property constitute trespass; fire negligently allowed to escape onto adjoining property
18 constitutes trespass); *San Diego Gas & Electric Co. v. Superior Court*, 13 Cal. 4th 893, 936-937
19 (1996) (distinguishing trespass, which requires actual physical, tangible invasion, from nuisance;
20 soot, ash, and particulate deposition constitutes physical invasion supporting trespass); *Wilson*
21 *v. Interlake Steel Co.*, 32 Cal. 3d 229, 233-234 (Cal. 1982) (trespass by deposit of particulate
22 matter is actionable where the invasion is damaging and results from intentional, negligent, or
23 reckless conduct). The chemical composition of the deposited residue, including any ammonia-
24 related or battery-combustion constituents, will be established through sampling, official
25 monitoring data, and expert analysis.

26 73. The trespass was caused by Defendants' intentional, negligent, and reckless acts
27 and omissions in igniting and failing to contain the Incident. The entry of physical substances
28 onto Plaintiff's and Class members' property was the direct, foreseeable, and proximate

1 consequence of Defendants' conduct.

2 74. The continuing presence of toxic residue on Plaintiff's and Class members'
3 property constitutes a continuing trespass that will not abate without professional remediation.
4 Plaintiff and the Class are entitled to damages for the continuing trespass, as well as injunctive
5 relief requiring Defendants to fund remediation of the affected properties.

6 75. As a direct and proximate result of the trespass, Plaintiff and the Class suffered
7 property contamination, cleanup and remediation costs, loss of use, economic loss, and other
8 damages in amounts to be proven at trial.

9
10 **SEVENTH CAUSE OF ACTION**

11 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**

12 **(Against All Defendants; Business and Professions Code § 17200 et seq.)**

13 76. Plaintiff incorporates by reference all preceding paragraphs as though fully set
14 forth herein.

15 77. Business and Professions Code section 17200 prohibits any 'unlawful, unfair or
16 fraudulent business act or practice.' Because section 17200 is written in the disjunctive, a single
17 prong is sufficient to state the claim. *Paulus v. Bob Lynch Ford, Inc.*, 139 Cal. App. 4th 659 (Cal.
18 Ct. App. 2006). Defendants' conduct violates both the unlawful and unfair prongs.

19 78. Defendants' violations of Health and Safety Code section 41700, SCAQMD Rule
20 402, and CalARP provisions of Health and Safety Code sections 25531 through 25545, as
21 alleged in the Second Cause of Action, constitute 'unlawful business acts or practices' within the
22 meaning of section 17200. The UCL borrows violations of these statutes and regulations and
23 independently makes them actionable as unfair competition.

24 79. Defendants' conduct is independently 'unfair' within the meaning of section 17200.
25 Defendants operated a facility known to present a specific, documented risk of toxic release, a
26 risk confirmed by the 2024 prior fire. They externalized that risk onto the surrounding community
27 without implementing adequate safeguards. Defendants derived commercial benefit from their
28 operations while forcing Plaintiff and Class members to bear the cleanup costs, property

damage, and remediation expenses resulting from Defendants' inadequate safety practices. The harm to Plaintiff and the Class substantially outweighs the utility of the particular conduct at issue, operating energized rooftop solar testing without adequate safety protocols at a facility with active large-scale ammonia refrigeration. A business act or practice is unfair within the meaning of section 17200 when the gravity of the harm it causes to its victims outweighs the utility of the defendant's conduct. *Camacho v. Automobile Club of Southern California*, 142 Cal. App. 4th 1394, 1403 (Cal. Ct. App. 2006); see also *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 187 (Cal. 1999).

80. As a result of Defendants' unfair and unlawful business practices, Plaintiff and Class members have suffered injury in fact and lost money or property within the meaning of Business and Professions Code section 17204. Plaintiff and Class members expended money for property remediation and cleanup, lost the use and enjoyment of their property, and suffered economic loss as a direct result of Defendants' unlawful and unfair practices.

81. Pursuant to Business and Professions Code section 17203, Plaintiff and the Class are entitled to: (a) an injunction requiring Defendants to cease the unlawful and unfair practices alleged herein and to fund remediation of contaminated properties within the Class area and to implement all required safety, containment, and emergency-response systems at the Facility; and (b) any other equitable relief the Court deems just and proper, including the funding of a court-supervised remediation protocol for affected properties within the Class area. Plaintiff does not seek restitution or other monetary relief under the Unfair Competition Law.

VI. PRAYER FOR RELIEF

82. WHEREFORE, Plaintiff ORTEGATI, INC., individually and on behalf of all others similarly situated, prays for judgment against Defendants, and each of them, as follows:

1. For general and special compensatory damages for property contamination, remediation costs, loss of use, economic loss, and other damages, in an amount to be proven at trial.
2. For a preliminary and permanent injunction pursuant to Civil Code section 3491

1 and Code of Civil Procedure section 731 requiring Defendants to: (a) fund
2 independent air quality and property contamination monitoring throughout the
3 Class area until conditions return to pre-Incident baseline; (b) fund professional
4 remediation of all Class members' contaminated real and personal property; (c)
5 provide timely notice to all Class members of monitoring results and remediation
6 progress; and (d) abate all ongoing sources of contamination at the Facility,
7 including residual hazardous materials and decomposing food product;

8 3. For injunctive relief pursuant to Business and Professions Code section 17203
9 requiring Defendants to cease the unlawful and unfair practices alleged herein and
10 to implement all required safety and containment systems at the Facility.

11 4. For exemplary and punitive damages against all Defendants pursuant to Civil Code
12 section 3294 in an amount sufficient to punish Defendants for their conscious
13 disregard of the known risks and to deter similar conduct in the future.

14 5. For reasonable attorneys' fees pursuant to Code of Civil Procedure section 1021.5
15 (private attorney general doctrine), because this action enforces an important right
16 affecting the public interest and confers a significant benefit on the general public.

17 6. For all costs of suit incurred herein.

18 7. For pre-judgment and post-judgment interest at the maximum rate permitted by
19 law; and

20 8. For such other and further relief as the Court deems proper.

21
22 **VII. DEMAND FOR JURY TRIAL**

23 83. Pursuant to Code of Civil Procedure section 631, Plaintiff hereby demands a trial
24 by jury on all issues so triable.

1 Dated: June 23, 2026,
2
3

Respectfully submitted,
TRUJILLO & WINNICK LLP

4 /s / Anthony W. Trujillo, Esq.

5 By: _____
6 Anthony W. Trujillo, Esq.
7 Attorneys for Plaintiff ORTEGATI, INC.,
8 individually and on behalf of all others
9 similarly situated.
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