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10 Attorneys for Plaintiff,
11 REAM HOLDINGS, LLC

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **EASTERN DIVISION**

15 REAM HOLDINGS, LLC, an Arizona
16 limited liability company,

17 Plaintiff,

18 v.

19 3R INTERNATIONAL GROUP, INC., a
20 California corporation dba E-Waste
21 Recovery Center; ALL E WASTE, INC., a
22 California corporation; ATTAN
23 RECYCLING CORP., a California
24 corporation; CEC ELECTRONIC WASTE
25 RECYCLING, INC., a California
26 corporation; DEBRI-TECH, INC., a
27 California corporation; EWASTE
28 CENTER, INC., a California corporation;
GLOBAL SURPLUS SOLUTIONS, INC.,
a California corporation; GREENVIEW
RESOURCE MANAGEMENT INC., a
California corporation; KYO COMPUTER
INC., a California corporation; WEST
COAST RECYCLING, LLC dba
MISSION RECYCLING, a California
limited liability company,

Defendants.

Case No.

Case Type: Civil

COMPLAINT FOR:

1. **Negligence**
2. **Trespass**
3. **Private Nuisance**
4. **Public Nuisance**
5. **Violation of Business & Professions Code §§ 17200, et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff REAM HOLDINGS, LLC (hereinafter referred to as “REAM” or “Plaintiff”)
2 hereby alleges upon information and belief as follows:
3

4 **THE PARTIES**

5 1. Plaintiff is and was at all relevant times an Arizona limited liability company
6 doing business in the State of Arizona, County of Yuma. Plaintiff is the legal owner of
7 two parcels of property located in Yuma, Arizona which are the subject of this lawsuit
8 (collectively, the “Property”):
9

10 PARCEL 1: THAT PORTION OF LOT 21, SECTION 1, TOWNSHIP 9
11 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE
12 AND MERIDIAN, YUMA COUNTY, ARIZONA, LYING EASTERLY
13 OF THAT CERTAIN EASEMENT FOR RAILROAD PURPOSES
14 RECORDED IN DOCKET 212, PAGE 254; EXCEPT THE EAST 33
15 FEET; AND EXCEPT THE SOUTH 475 FEET THEREOF.

16 PARCEL 2: THE SOUTH 475 FEET OF THE EAST 458 FEET OF LOT
17 21, SECTION 1, TOWNSHIP 9 SOUTH, RANGE 23 WEST OF THE
18 GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY,
19 ARIZONA, BEING A PART OF FARM UNIT H ACCORDING TO THE
20 FARM UNIT PLAT; EXCEPT THE EAST 33 FEET THEREOF FOR A
21 ROADWAY.

22 2. Defendant 3R INTERNATIONAL GROUP, INC. dba E-WASTE
23 RECOVERY CENTER (“3R”) is and at all relevant times was a California corporation
24 headquartered in Pomona, California and doing business in the County of Los Angeles,
25 State of California.

26 3. Defendant 3R is and at all relevant times was engaged in the business of
27 electronic waste recycling and disposal and authorized to collect, treat, and recycle
28 universal waste—electronic devices (EDs), cathode ray tubes (CRTs), and CRT glass.

4. Defendant 3R is and was at all relevant times a participant in the State of
California’s Covered Electronic Waste Recovery and Recycling Program (“CEW

1 Program”) under which it received payment from the State of California as an approved
2 collector and/or recycler of electronic hazardous waste.

3 5. Defendant 3R is a “person” as defined in California Health and Safety Code
4 section 25118 as well as an “owner or operator” as defined in California Code of
5 Regulations, title 22, section 66260.10.

6 6. Defendant ALL E WASTE, INC. (“ALL E WASTE”) is and at all relevant
7 times was a California corporation headquartered in Sun Valley, California and doing
8 business in the County of Los Angeles, State of California.

9 7. Defendant ALL E WASTE is and at all relevant times was engaged in the
10 business of electronic waste recycling and disposal and authorized to collect, treat, and
11 recycle universal waste—EDs, CRTs, and CRT glass.

12 8. Defendant ALL E WASTE is and was at all relevant times a participant in
13 the CEW Program under which it received payment from the State of California as an
14 approved collector and/or recycler of electronic hazardous waste.

15 9. Defendant ALL E WASTE is a “person” as defined in California Health and
16 Safety Code section 25118 as well as an “owner or operator” as defined in California
17 Code of Regulations, title 22, section 66260.10.

18 10. Defendant ATTAN RECYCLING CORP. (“ATTAN”) is and at all relevant
19 times was a California corporation headquartered in Chino, California and doing business
20 in the County of San Bernardino, State of California.

21 11. Defendant ATTAN is and at all relevant times was engaged in the business
22 of electronic waste recycling and disposal and authorized to collect, treat, and recycle
23 universal waste—EDs, CRTs, and CRT glass.

24 12. Defendant ATTAN is and was at all relevant times a participant in the CEW
25 Program under which it received payment from the State of California as an approved
26 collector and/or recycler of electronic hazardous waste.

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1 13. Defendant ATTAN is a “person” as defined in California Health and Safety
2 Code section 25118 as well as an “owner or operator” as defined in California Code of
3 Regulations, title 22, section 66260.10.

4 14. Defendant CEC ELECTRONIC WASTE RECYCLING, INC. (“CEC”) is
5 and at all relevant times was a California corporation headquartered in Arroyo Grande,
6 California and doing business in the County of Luis Obispo, State of California.

7 15. Defendant CEC is and at all relevant times was engaged in the business of
8 electronic waste recycling and disposal and authorized to collect, treat, and recycle
9 universal waste—EDs, CRTs, and CRT glass.

10 16. Defendant CEC is and was at all relevant times a participant in the CEW
11 Program under which it received payment from the State of California as an approved
12 collector and/or recycler of electronic hazardous waste.

13 17. Defendant CEC is a “person” as defined in California Health and Safety
14 Code section 25118 as well as an “owner or operator” as defined in California Code of
15 Regulations, title 22, section 66260.10.

16 18. Defendant DEBRI-TECH, INC. (“DEBRI-TECH”) is and at all relevant
17 times was a California corporation headquartered in Pacheco, California and doing
18 business in the County of Contra Costa, State of California.

19 19. Defendant DEBRI-TECH is and at all relevant times was engaged in the
20 business of electronic waste recycling and disposal and authorized to collect, treat, and
21 recycle universal waste—EDs, CRTs, and CRT glass.

22 20. Defendant DEBRI-TECH is and was at all relevant times a participant in the
23 CEW Program under which it received payment from the State of California as an
24 approved collector and/or recycler of electronic hazardous waste.

25 21. Defendant DEBRI-TECH is a “person” as defined in California Health and
26 Safety Code section 25118 as well as an “owner or operator” as defined in California
27 Code of Regulations, title 22, section 66260.10.

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1 22. Defendant EWASTE CENTER, INC. (“EWASTE”) is and at all relevant
2 times was a California corporation headquartered in Commerce, California and doing
3 business in the County of Los Angeles, State of California.

4 23. Defendant EWASTE is and at all relevant times was engaged in the business
5 of electronic waste recycling and disposal and authorized to collect, treat, and recycle
6 universal waste—EDs, CRTs, and CRT glass.

7 24. Defendant EWASTE is and was at all relevant times a participant in the
8 CEW Program under which it received payment from the State of California as an
9 approved collector and/or recycler of electronic hazardous waste.

10 25. Defendant EWASTE is a “person” as defined in California Health and
11 Safety Code section 25118 as well as an “owner or operator” as defined in California
12 Code of Regulations, title 22, section 66260.10.

13 26. Defendant GLOBAL SURPLUS SOLUTIONS, INC. (“GLOBAL”) is and
14 at all relevant times was a California corporation headquartered and doing business in
15 the County of San Bernardino, State of California.

16 27. Defendant GLOBAL is and at all relevant times was engaged in the business
17 of electronic waste recycling and disposal and authorized to collect, treat, and recycle
18 universal waste—EDs, CRTs, and CRT glass.

19 28. Defendant GLOBAL is and was at all relevant times a participant in the
20 CEW Program under which it received payment from the State of California as an
21 approved collector and/or recycler of electronic hazardous waste.

22 29. Defendant GLOBAL is a “person” as defined in California Health and
23 Safety Code section 25118 as well as an “owner or operator” as defined in California
24 Code of Regulations, title 22, section 66260.10.

25 30. Defendant GREENVIEW RESOURCE MANAGEMENT INC.
26 (“GREENVIEW”) is and at all relevant times was a California corporation headquartered
27 in San Marino, California and doing business in the County of Los Angeles, State of
28 California.

1 31. Defendant GREENVIEW is and at all relevant times was engaged in the
2 business of electronic waste recycling and disposal and authorized to collect, treat, and
3 recycle universal waste—EDs, CRTs, and CRT glass.

4 32. Defendant GREENVIEW is and was at all relevant times a participant in the
5 CEW Program under which it received payment from the State of California as an
6 approved collector and/or recycler of electronic hazardous waste.

7 33. Defendant GREENVIEW is a “person” as defined in California Health and
8 Safety Code section 25118 as well as an “owner or operator” as defined in California
9 Code of Regulations, title 22, section 66260.10.

10 34. Defendant KYO COMPUTER INC. (“KYO”) is and at all relevant times
11 was a California corporation headquartered in Hayward, California and doing business
12 in the County of Los Angeles, State of California.

13 35. Defendant KYO is and at all relevant times was engaged in the business of
14 electronic waste recycling and disposal and authorized to collect, treat, and recycle
15 universal waste—EDs, CRTs, and CRT glass.

16 36. Defendant KYO is and was at all relevant times a participant in the CEW
17 Program under which it received payment from the State of California as an approved
18 collector and/or recycler of electronic hazardous waste.

19 37. Defendant KYO is a “person” as defined in California Health and Safety
20 Code section 25118 as well as an “owner or operator” as defined in California Code of
21 Regulations, title 22, section 66260.10.

22 38. Defendant WEST COAST RECYCLING, LLC dba MISSION
23 RECYCLING (“WEST COAST”) is and at all relevant times was a California
24 corporation headquartered in Pomona, California and doing business in the County of
25 Los Angeles, State of California.

26 39. Defendant WEST COAST is and at all relevant times was engaged in the
27 business of electronic waste recycling and disposal and authorized to collect, treat, and
28 recycle universal waste—EDs, CRTs, and CRT glass.

1 40. Defendant WEST COAST is and was at all relevant times a participant in
2 the CEW Program under which it received payment from the State of California as an
3 approved collector and/or recycler of electronic hazardous waste.

4 41. Defendant WEST COAST is a “person” as defined in California Health and
5 Safety Code section 25118 as well as an “owner or operator” as defined in California
6 Code of Regulations, title 22, section 66260.10.

7 42. Defendants 3R, ALLE WASTE, ATTAN, CEC, DEBRI-TECH, EWASTE,
8 GLOBAL, GREENVIEW, KYO, and WEST COAST are collectively referred to
9 hereinafter as “Defendants”.

10
11 **OVERVIEW OF CALIFORNIA’S COVERED ELECTRONIC WASTE**
12 **RECOVERY AND RECYCLING PROGRAM**

13 43. The Electronic Waste Recycling Act of 2003 (the “Act”), as amended and
14 as codified in the Public Resources Code (PRC) 42460, *et seq.*, established a funding
15 mechanism to improve the proper end-of-life management of certain hazardous
16 electronic products, which frequently contain such materials as lead and mercury. The
17 program is funded through a fee paid by consumers of covered electronic devices (CED)
18 at the time of retail purchase. Collected fees are remitted by retailers to the State of
19 California and deposited into an account. Subsequently, payments are made to approved
20 collectors and recyclers of covered electronic waste (CEW) to offset the average net cost
21 of appropriate waste recovery, processing, and recycling activities.

22 44. The California Department of Toxic Substances Control (“DTSC”)
23 regulates and enforces the Act and the Department of Resources Recycling and Recovery
24 (“CalRecycle”) manages the payment system.

25 45. In order for an approved collector and/or recycler to submit a payment claim
26 for the recycling of CEW that contains CRTs, derived residual CRTs or CRT glass must
27 have been shipped to a destination authorized to receive and further treat that material.

1 51. After shipment to the intermediate facilities, Defendants, and each of them,
2 submitted payment claims to CalRecycle for which CalRecycle made CEW recycling
3 payments to Defendants, and each of them.

4 52. DOW Management, LLC (“DOW”) was one such intermediate facility with
5 whom Defendants made contractual arrangements to further manage, process, and treat
6 the CRTs and CRT glass they would collect.

7 53. DOW processed and treated the CRTs and CRT glass it received from
8 Defendants at the Property pursuant to a commercial lease DOW entered into with the
9 prior owner of the Property on October 1, 2012.

10 54. At least as of April 2013, shortly after Plaintiff’s purchase of the Property
11 closed, DOW had abandoned its operations, leaving the Property stockpiled with several
12 million pounds of CRT and CRT glass stored in Gaylord pallets (or other containers),
13 many of which were and remain unlabeled and open. At least as of this time, DOW was
14 no longer engaged in the processing and treatment of CRTs and CRT glass or the
15 downstream shipment of generated CRT glass. In August 2013, DOW filed certificates
16 of cancellation and dissolution.

17 55. Defendants, and each of them, were and are under a continuing duty to
18 ensure that all CRTs and CRT glass they collected and shipped to DOW were properly
19 recycled pursuant to the HWCL and implementing regulations, including California
20 Code of Regulations, title 22, section 66273.72(c)(3)(A).

21 56. Defendants, and each of them, breached this duty by failing to ensure the
22 CRTs and generated CRT glass included in their CalRecycle payment claims that DOW
23 failed to process and/or treat or from which DOW failed to send for further recycling as
24 described above were properly reclaimed and recycled as required by the DTSC
25 regulations and corresponding California law, including California Code of Regulations,
26 title 22, section 66273.72(c)(3)(A).

27 57. Over three million pounds of CRTs and generated CRT glass originating
28 from Defendants remain abandoned on Plaintiff’s Property, impairing Plaintiff’s ability

1 to rent and/or sell the Property and constituting a nuisance, trespass, and interference
2 with Plaintiff's prospective economic relations. Plaintiff hereby seeks damages and
3 injunctive relief against Defendants, and each of them, for the above-described conduct.
4

5 **JURISDICTION AND VENUE**

6 58. This Court has original jurisdiction over this action under 28 U.S.C. § 1332
7 in that the amount in controversy exceeds Seventy-Five Thousands Dollars (\$75,000.00)
8 and Plaintiff is domiciled in a state which is different from the states where Defendants
9 are domiciled.

10 59. Venue is proper in this district pursuant to 28 U.S.C. § 1331 in that certain
11 of the Defendants' principal offices are located in Riverside and/or San Bernardino
12 County, State of California.

13 60. California has a significant contact or aggregation of contacts to the claims
14 at issue herein. Defendants conduct substantial and regular business in California, their
15 headquarters and principal offices are located in California, and the wrongful acts alleged
16 herein emanated from and were effectuated in California.
17

18 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

19 61. From approximately 2009 to 2013, Defendants participated in the CEW
20 Program as approved collectors and/or recyclers, collecting and cancelling CRTs and/or
21 CRT-containing CEWs and dismantling them to bare CRT.

22 62. Beginning in or before 2012, DOW represented itself as an end-use
23 destination business duly authorized to receive and further treat, or legally dispose of,
24 CRT treatment residuals at a purported recycling facility in Yuma, Arizona.

25 63. DOW's recycling facility is located on Plaintiff's Property. Plaintiff's
26 Property consists of approximately 90,312 square feet of commercial warehouse space.
27 At the time DOW abandoned its operations, it occupied 61,812 square feet or
28 approximately 68% of the total rental space available on the Property.

1 64. DOW solicited and received business from approved recyclers, including
2 Defendants, and each of them, and provided them with documentation intended or
3 reasonably expected to support their respective CEW recycling payment claims to
4 CalRecycle. By October 2012, Defendants had shipped approximately five million
5 pounds of treatment residual CRTs to DOW's warehouse facility.

6 65. In April 2012, Defendants began submitting CEW recycling payment
7 claims to CalRecycle that identified DOW as one of the downstream processors to whom
8 Defendants shipped CRT for further processing and treatment.

9 66. Shortly after Plaintiff's purchase of the Property closed, the Arizona
10 Department of Environmental Quality ("ADEQ") informed CalRecycle that DOW had
11 abandoned its operations, leaving the Property stockpiled with several million pounds of
12 CRT and CRT glass stored in Gaylord pallets (or other containers), many of which were
13 and remain unlabeled and open. By this time, DOW was no longer engaged in the
14 processing and treatment of CRTs and CRT glass or the downstream shipment of
15 generated CRT glass. In August 2013, DOW filed certificates of cancellation and
16 dissolution.

17 67. The DTSC advised Defendants, and each of them, by letter that despite
18 DOW's abandonment of CRTs on Plaintiffs' Property and its subsequent dissolution,
19 Defendants were responsible for making other arrangements that would ensure the CRTs
20 and generated CRT glass they shipped to DOW which had not yet been treated by DOW
21 or sent by DOW for further recycling as described above were reclaimed and/or recycled
22 for CRT glass manufacture or at a lead smelter, as required by the DTSC's universal
23 waste regulations and corresponding California law, including California Code of
24 Regulations, title 22, section 66273.72(c)(3)(A).

25 68. The DTSC further requested that Defendants, and each of them, inform the
26 DTSC of the new arrangements and provide it with the information required by
27 California Code of Regulations, title 22, section 66273.72(c)(3)(A). The DTSC
28 reiterated that Defendants were responsible for ensuring that all conditions and

1 requirements for filing a payment claim must be fulfilled, including the proper
2 management of treatment residuals, and that it is incumbent upon Defendants to ensure
3 that the management of treatment residuals complies with all applicable laws and
4 regulations.

5 69. True and correct copies of letters sent by the DTSC to Defendants 3R and
6 EWASTE, as examples, are attached hereto as **Exhibits “1” and “2”**, respectively.

7 70. Defendants, and each of them, have refused and continue to refuse to reroute
8 the CRTs and CRT glass they shipped to DOW to another or other end-use destinations.
9 The DTSC has informed CalRecycle of Defendants’ refusal. CalRecycle initiated audits
10 of the DOW claims made by Defendants and determined that it had overpaid Defendants
11 hundreds of thousands of dollars. CalReycle, along with other California state agencies,
12 have commenced civil lawsuits against Defendants for violations of the Act, intentional
13 and negligent misrepresentation, and restitution, for payments it made on invalid claims
14 under the Act.

15 71. A hazardous waste inspection was conducted of DOW’s facility at
16 Plaintiff’s Property by the ADEQ. The purpose of the inspection was to determine
17 compliance with applicable hazardous waste rules and regulations. The ADEQ identified
18 over three million pounds of abandoned CRTs and CRT glass and concluded the facility
19 was in violation of the applicable hazardous waste rules and regulations. A true and
20 correct copy of the ADEQ inspection report is attached here to as **Exhibit “3”**.

21
22 **ENVIRONMENTAL RISKS POSED BY CRTs**

23 72. CRTs are commonly found in old television sets and computer monitors and
24 must be managed as hazardous waste due to their content of lead, mercury, toxic
25 phosphors, cadmium, barium, and other hazardous chemicals when the products no
26 longer are used for their intended purpose. Each of the foregoing has been classified as
27 a solid toxic waste by the United States Environmental Protection Agency. (See 40 CFR
28 § 261.)

1 Indeed, approved collectors and recyclers are not eligible for CEW recycling payments
2 if treatment residuals are not properly managed and recycled in compliance and/or
3 conformance with applicable law.

4 79. At all times relevant herein, Defendants, and each of them, participated in
5 the CEW Program as approved collectors and/or recyclers, collecting and cancelling
6 CRTs and/or CRT-containing CEWs and dismantling them to bare CRT, and
7 subsequently shipping them to DOW's recycling facility located on Plaintiff's Property.
8 By October 2012, Defendants had shipped approximately five million pounds of
9 treatment residual CRTs to DOW's warehouse facility.

10 80. In April 2012, Defendants began submitting CEW recycling payment
11 claims to CalRecycle that identified DOW has one of the downstream processors to whom
12 Defendants shipped CRT for further processing and treatment.

13 81. The ADEQ informed CalRecycle that DOW had abandoned its operations,
14 leaving the Property stockpiled with several million pounds of CRT and CRT glass stored
15 in Gaylord pallets (or other containers), many of which were and remain unlabeled and
16 open. By this time, DOW was no longer engaged in the processing and treatment of
17 CRTs and CRT glass or the downstream shipment of generated CRT glass.

18 82. The DTSC has advised Defendants, and each of them, by letter that despite
19 DOW's abandonment of CRTs on Plaintiffs' Property and its subsequent dissolution,
20 Defendants were responsible for making other arrangements that would ensure the CRTs
21 and generated CRT glass they shipped to DOW which had not yet been treated by DOW
22 or sent by DOW for further recycling as described above were reclaimed and/or recycled
23 for CRT glass manufacture or at a lead smelter, as required by the DTSC's universal
24 waste regulations and corresponding California law, including California Code of
25 Regulations, title 22, section 66273.72(c)(3)(A).

26 83. The DTSC further advised Defendants they were responsible for ensuring
27 that all conditions and requirements for filing a payment claim must be fulfilled,
28 including the proper management of treatment residuals, and that it is incumbent upon

1 Defendants to ensure the management of treatment residuals complies with all applicable
2 laws and regulations.

3 84. The duty imposed upon Defendants, and each of them, by California Code
4 of Regulations, title 22, section 66273.72(c)(c)(3)(A), to ensure the CRTs they collect
5 and ship to intermediate facilities for further processing, treatment, and disposal are
6 properly recycled in accordance with all federal, state, and local rules extends to Plaintiff
7 as the legal owner of the Property.

8 85. Defendants, and each of them, had a continuing duty to Plaintiff to ensure
9 that the CRTs shipped to DOW did not remain at or on Plaintiff's Property. This duty
10 was not discharged by DOW's abandonment of its operations or its subsequent
11 dissolution.

12 86. Defendants, and each of them, have breached this duty owed to Plaintiff by
13 (1) negligently failing to make arrangements to ensure the CRTs and generated CRT
14 glass shipped to DOW which had not yet been treated by DOW or sent by DOW for
15 further recycling as described above were reclaimed and/or recycled for CRT glass
16 manufacture or at a lead smelter, as required by the DTSC's universal waste regulations
17 and corresponding California law, including California Code of Regulations, title 22,
18 section 66273.72(c)(3)(A); and (2) negligently refusing to reroute the CRTs and CRT
19 glass they shipped to DOW to another or other end-use destinations.

20 87. Defendants knew or should have known of the reasonable and foreseeable
21 effects of their breaches as described above.

22 88. A reasonably prudent collector and/or recycler of CRTs in Defendants'
23 position would have undertaken reasonable action in compliance with all federal, state,
24 and local rules and regulations in carrying out their responsibilities and obligations to
25 ensure the proper recycling of CRTs so as to avoid the foreseeable harm caused to
26 Plaintiff.

27 89. As a direct and proximate result of Defendants' breaches of their duty under
28 California law as described above, Plaintiff has suffered and continues to suffer physical

1 harm to the Property and economic harm, including, but not limited to, loss of rent,
2 diminution in value of real property, loss of economic relations, loss of business
3 opportunity, and the cost to clean up and remove the abandoned hazardous waste from
4 the Property in an amount according to proof at the time of trial.

5 90. As a direct and proximate result of Defendants' breaches of their duty under
6 California law as described above, the hazardous waste which remains abandoned on
7 Plaintiff's Property has created and continues to create a nuisance, exposing Plaintiff and
8 the public to the risk of inhalation of hazardous and toxic waste.

9 91. Defendants' breaches as described above were a substantial factor in
10 causing harm to Plaintiff.

11
12 **SECOND CAUSE OF ACTION**

13 **For Trespass**

14 **(By Plaintiff and Against All Defendants)**

15 92. Plaintiff realleges and incorporates by this reference, as though fully set
16 forth herein, paragraphs 1 through 91 of this complaint.

17 93. A trespass may be committed by the continued presence on the land of a
18 structure, chattel, or other thing which the actor has tortiously placed there, whether or
19 not the actor has the ability to remove it. Here, it is alleged 'tortious conduct' by
20 Defendants, and each of them, which includes an act or omission, caused the toxic
21 materials to be abandoned on Plaintiff's Property without consent.

22 94. As of June 2013, Plaintiff became the legal owner of the Property.

23 95. Defendants, and each of them, intentionally, recklessly, and/or negligently
24 caused over three million pounds of abandoned CRTs and CRT residuals to remain on
25 Plaintiff's Property without Plaintiff's permission and/or consent. If permission and/or
26 consent was originally conferred upon Defendants, and each of them, by Plaintiff and/or
27 the prior owner of the Property, such permission and/or consent terminated when
28 Defendants failed to make other arrangements that would ensure the CRTs and generated

1 CRT glass shipped to DOW which had not yet been treated by DOW or sent by DOW
2 for further recycling as described above were reclaimed and/or recycled for CRT glass
3 manufacture or at a lead smelter, as required by the DTSC's universal waste regulations
4 and corresponding California law, including California Code of Regulations, title 22,
5 section 66273.72(c)(3)(A) and/or refused to reroute the CRTs and CRT glass they
6 shipped to DOW to another or other end-use destinations after DOW abandoned the
7 Property.

8 96. Plaintiff provided express notice to Defendants, and each of them, of the
9 need to immediately remove the hazardous waste from the Property. Said notice was
10 ignored by Defendants, and each of them, and the hazardous waste remains abandoned
11 on the Property without permission or consent and over the objection made by Plaintiff.

12 97. As a direct and proximate result of Defendants' acts and omissions as
13 described in paragraph 95, above, Plaintiff has suffered and continues to suffer physical
14 harm to the Property and economic harm, including, but not limited to, loss of rent,
15 diminution in value of real property, loss of economic relations, loss of business
16 opportunity, and the cost to clean up and remove the abandoned hazardous waste from
17 the Property in an amount according to proof at the time of trial.

18 98. As a direct and proximate result of Defendants' acts and omissions as
19 described in paragraph 95, above, the hazardous waste which remains abandoned on
20 Plaintiff's Property has created and continues to create a nuisance, exposing Plaintiff and
21 the public to the risk of inhalation of hazardous and toxic waste.

22 99. Defendants' acts and omissions as described in paragraph 95, above, were
23 a substantial factor in causing harm to Plaintiff.

24 100. The acts and omissions of Defendants, and each of them, as described in
25 paragraph 95, above, and throughout this complaint, in intentionally and/or recklessly
26 causing dangerous and hazardous materials and substances into the Property with
27 knowledge of the close proximity of Plaintiff's persons and the public and intentionally
28 and/or recklessly allowing and continuing to allow emissions of these hazardous

1 materials and substances into Plaintiff's Property was and is intended to cause injury to
2 Plaintiff or, in the alternative, was and is willful, wanton and despicable conduct carried
3 out with a conscious disregard of Plaintiff's rights and well-being and continues to
4 subject Plaintiff to cruel and unjust hardship so as to justify an award of exemplary and
5 punitive damages in a sum according to proof at the time of trial.

6
7 **THIRD CAUSE OF ACTION**

8 **For Private Nuisance**

9 **(By Plaintiff and Against All Defendants)**

10 101. Plaintiff realleges and incorporates by this reference, as though fully set
11 forth herein, paragraphs 1 through 100 of this complaint.

12 102. The abandonment of hazardous materials on Plaintiff's Property constitutes
13 a condition injurious to health and further constitutes an obstruction to the free use of the
14 Property, so as to interfere with the comfortable enjoyment of life or property, and/or
15 unlawfully obstructs the free passage or use, in the customary manner, of Plaintiff's
16 Property.

17 103. At all materials times, Defendants, and each of them, created or assisted in
18 the creation of the nuisance.

19 104. As of June 2013, Plaintiff became the legal owner of the Property.

20 105. Defendants' failure to make other arrangements that would ensure the CRTs
21 and generated CRT glass shipped to DOW which had not yet been treated by DOW or
22 sent by DOW for further recycling as described above were reclaimed and/or recycled
23 for CRT glass manufacture or at a lead smelter, as required by the DTSC's universal
24 waste regulations and corresponding California law, including California Code of
25 Regulations, title 22, section 66273.72(c)(3)(A) and/or refusal to reroute the CRTs and
26 CRT glass shipped to DOW to another or other end-use destinations after DOW
27 abandoned the Property caused over three million pounds of CRTs and CRT residuals to
28 remain on Plaintiff's Property abandoned which such hazardous waste is injurious and

1 harmful to Plaintiff's and the public's health, offensive to Plaintiff's senses, and an
2 obstruction to the free use of Plaintiff's Property so as to interfere with the safe and
3 comfortable enjoyment of life and property.

4 106. Defendants' acts and omissions as described herein in causing over three
5 million pounds of CRTs and CRT residuals to remain abandoned on Plaintiff's Property
6 has interfered and continues to interfere with Plaintiff's use and enjoyment of the
7 Property, causing a substantially dangerous condition to remain on and/or at Plaintiff's
8 Property.

9 107. Plaintiff, and the DTSC on behalf of the State of California, have repeatedly
10 requested that Defendants, and each of them, remove the hazardous waste in the form of
11 CRTs and CRT residuals from Plaintiff's Property and Defendants, and each of them,
12 have intentionally, recklessly, and/or negligently refused to comply with Plaintiff's and
13 DTSC's request in conformance with their legal obligations under California law,
14 thereby continuing to cause damage to Plaintiff as herein alleged as a private nuisance.

15 108. Defendants, and each of them, have continued to maintain the nuisance and
16 continue the acts and omissions complained of herein, and each and every act and
17 omission has been without the consent, against the will, and in violation of the rights of
18 Plaintiff.

19 109. An ordinary person would be reasonably annoyed and/or disturbed by
20 Defendants' acts and omissions as described in paragraph 105, above.

21 110. As a direct and proximate result of Defendants' acts and omissions as
22 described in paragraph 105, above, Plaintiff has suffered and continues to suffer physical
23 harm to the Property and economic harm, including, but not limited to, loss of rent,
24 diminution in value of real property, loss of economic relations, loss of business
25 opportunity, and the cost to clean up and remove the abandoned hazardous waste from
26 the Property in an amount according to proof at the time of trial.

27 111. As a direct and proximate result of Defendants' acts and omissions as
28 described in paragraph 105, above, the hazardous waste which remains abandoned on

1 Plaintiff's Property has created and continues to create a nuisance, exposing Plaintiff and
2 the public to the risk of inhalation of hazardous and toxic waste and interfering with
3 Plaintiff's use and enjoyment of its Property.

4 112. Defendants' acts and omissions as described in paragraph 108, above, were
5 a substantial factor in causing harm to Plaintiff.

6 113. The seriousness of the harm to Plaintiff outweighs the public benefit, if any,
7 of Defendants' conduct as detailed herein this complaint.

8 114. The acts and omissions of Defendants, and each of them, as described in
9 paragraph 105, above, and throughout this complaint, in intentionally and/or recklessly
10 causing dangerous and hazardous materials and substances into the Property with
11 knowledge of the close proximity of Plaintiff's persons and the public and intentionally
12 and/or recklessly allowing and continuing to allow emissions of these hazardous
13 materials and substances into Plaintiff's Property was and is intended to cause injury to
14 Plaintiff or, in the alternative, was and is willful, wanton and despicable conduct carried
15 out with a conscious disregard of Plaintiff's rights and well-being and continues to
16 subject Plaintiff to cruel and unjust hardship so as to justify an award of exemplary and
17 punitive damages in a sum according to proof at the time of trial.

18
19 **FOURTH CAUSE OF ACTION**

20 **For Public Nuisance**

21 **(By Plaintiff and Against All Defendants)**

22 115. Plaintiff realleges and incorporates by this reference, as though fully set
23 forth herein, paragraphs 1 through 114 of this complaint.

24 116. The abandonment of hazardous materials on Plaintiff's Property constitutes
25 a condition injurious to health and further constitutes an obstruction to the free use of the
26 Property, so as to interfere with the comfortable enjoyment of life or property, and/or
27 unlawfully obstructs the free passage or use, in the customary manner, of Plaintiff's
28 property.

1 117. Defendants, and each of them, have created a public nuisance which affects
2 at the same time the community, neighborhood and/or a considerable number of persons
3 surrounding Plaintiff's Property.

4 118. At all material times, Defendants, and each of them, created or assisted in
5 the creation of the nuisance.

6 119. As of June 2013, Plaintiff became the legal owner of the Property.

7 120. Defendants' failure to make other arrangements that would ensure the CRTs
8 and generated CRT glass shipped to DOW which had not yet been treated by DOW or
9 sent by DOW for further recycling as described above were reclaimed and/or recycled
10 for CRT glass manufacture or at a lead smelter, as required by the DTSC's universal
11 waste regulations and corresponding California law, including California Code of
12 Regulations, title 22, section 66273.72(c)(3)(A) and/or refusal to reroute the CRTs and
13 CRT glass shipped to DOW to another or other end-use destinations after DOW
14 abandoned the Property caused over three million pounds of CRTs and CRT residuals to
15 remain on Plaintiff's property abandoned which such hazardous waste has and continues
16 to affect all persons residing within the community and neighboring communities, and
17 therefore constitutes a public nuisance within the meaning of California Civil Code
18 sections 3479, *et seq.* and 3490, *et seq.* in that the waste is injurious and harmful to the
19 public's health, offensive to the public's senses, and an obstruction to the free use of
20 property so as to interfere with the safe and comfortable enjoyment of life and property
21 within the community and throughout the neighboring communities.

22 121. Defendants' acts and omissions as described herein in causing over three
23 million pounds of CRTs and CRT residuals to remain abandoned on Plaintiff's Property
24 has interfered and continues to interfere with the public's use and enjoyment of property
25 and the public health of the people of the State of California.

26 122. The DTSC on behalf of the State of California have repeatedly requested
27 that Defendants, and each of them, remove the hazardous waste in the form of CRTs and
28 CRT residuals from Plaintiff's Property and Defendants, and each of them, have

1 intentionally, recklessly, and/or negligently refused to comply with the DTSC's request
2 in conformance with their legal obligations under California law, thereby continuing to
3 cause damage to Plaintiff as herein alleged.

4 123. Defendants, and each of them, have continued to maintain the nuisance and
5 continue the acts and omissions complained of herein, and each and every act and
6 omission has been without the consent, against the will, and in violation of the rights of
7 Plaintiff.

8 124. An ordinary person would be reasonably annoyed and/or disturbed by
9 Defendants' acts and omissions as described in paragraph 120, above.

10 125. As a direct and proximate result of Defendants' acts and omissions as
11 described in paragraph 120, above, Plaintiff has suffered and continues to suffer physical
12 harm to the Property and economic harm, including, but not limited to, loss of rent,
13 diminution in value of real property, loss of economic relations, loss of business
14 opportunity, and the cost to clean up and remove the abandoned hazardous waste from
15 the Property in an amount according to proof at the time of trial.

16 126. As a direct and proximate result of Defendants' acts and omissions as
17 described in paragraph 120, above, the hazardous waste which remains abandoned on
18 Plaintiff's Property has created and continues to create a public nuisance, exposing
19 Plaintiff and the public to the risk of inhalation of hazardous and toxic waste and
20 interfering with Plaintiff's use and enjoyment of its Property.

21 127. Plaintiff has suffered and continues to suffer harm different from the type
22 of harm suffered and continued to be suffered by the general public in that the hazardous
23 waste has entered Plaintiff's Property and caused Plaintiff to suffer and continue to suffer
24 physical harm to the Property and economic harm, including, but not limited to, loss of
25 rent, diminution in value of real property, loss of economic relations, loss of business
26 opportunity, and the cost to clean up and remove the abandoned hazardous waste from
27 the Property in an amount according to proof at the time of trial.

28

1 128. Defendants' acts and omissions as described in paragraph 120, above, were
2 a substantial factor in causing harm to Plaintiff.

3 129. The seriousness of the harm to Plaintiff outweighs the social utility, if any,
4 of Defendants' conduct as detailed herein this complaint.

5 130. The acts and omissions of Defendants, and each of them, as described in
6 paragraph 120, above, and throughout this complaint, in intentionally and/or recklessly
7 causing dangerous and hazardous materials and substances into the Property with
8 knowledge of the close proximity of Plaintiff's persons and the public and intentionally
9 and/or recklessly allowing and continuing to allow emissions of these hazardous
10 materials and substances into Plaintiff's Property was and is intended to cause injury to
11 Plaintiff or, in the alternative, was and is willful, wanton and despicable conduct carried
12 out with a conscious disregard of Plaintiff's rights and well-being and continues to
13 subject Plaintiff to cruel and unjust hardship so as to justify an award of exemplary and
14 punitive damages in a sum according to proof at the time of trial.

15
16 **FIFTH CAUSE OF ACTION**

17 **For Violation of California Business & Professions Code §§ 17200, *et seq.***

18 **California Unfair Competition Law ("UCL")**

19 **(By Plaintiff and Against All Defendants)**

20 131. Plaintiff realleges and incorporates by this reference, as though fully set
21 forth herein, paragraphs 1 through 130 of this complaint.

22 132. Plaintiff brings this cause of action on behalf of itself and the general public,
23 seeking restitution and injunctive relief for Defendants' failure to make other
24 arrangements that would ensure the CRTs and generated CRT glass shipped to DOW
25 which had not yet been treated by DOW or sent by DOW for further recycling as
26 described above were reclaimed and/or recycled for CRT glass manufacture or at a lead
27 smelter, as required by the DTSC's universal waste regulations and corresponding
28 California law, including California Code of Regulations, title 22, section

1 66273.72(c)(3)(A) and/or refusal to reroute the CRTs and CRT glass shipped to DOW to
2 another or other end-use destinations after DOW abandoned the Property which has
3 caused over three million pounds of CRTs and CRT residuals to remain on Plaintiff's
4 Property abandoned which such hazardous waste has and continues to harm Plaintiff and
5 the general public.

6 133. By committing the acts alleged herein this complaint in violation of federal,
7 state, and local rules, regulations, and laws, Defendants have engaged and continue to
8 engage in unlawful, unfair, and/or fraudulent business practices within the meaning of
9 California Business and Professions Code sections 17200, *et seq.*

10 134. Defendants, and each of them, have profited from their unlawful, unfair,
11 and/or fraudulent business practices in that they received CEW recycling payments by
12 the State of California for CRT treatment residuals not properly managed and/or recycled
13 in compliance or conformance with applicable law for which they agreed to properly
14 manage and/or recycle as approved collectors and/or recyclers under the CEW Program.

15 135. Defendants, and each of them, have obtained profits from their unlawful,
16 unfair, and/or fraudulent business practices which they should be ordered to disgorge and
17 Defendants, and each of them, have obtained an unfair advantage by failing to incur the
18 costs of compliance with all federal, state, and local rules, regulations, and laws which
19 are incurred by Defendants' competitors.

20 136. The unlawful, unfair, and/or fraudulent business practices of Defendants,
21 and of them, continue to incur unabated in violation of California law.

22 137. Plaintiff has standing to pursue this claim under the UCL as Plaintiff has
23 suffered injury to its real property, including physical damage to the Property and loss of
24 use of the Property, as a result of Defendants' failure to make other arrangements that
25 would ensure the CRTs and generated CRT glass shipped to DOW which had not yet
26 been treated by DOW or sent by DOW for further recycling as described above were
27 reclaimed and/or recycled for CRT glass manufacture or at a lead smelter, as required by
28 the DTSC's universal waste regulations and corresponding California law, including

1 California Code of Regulations, title 22, section 66273.72(c)(3)(A) and/or refusal to
2 reroute the CRTs and CRT glass shipped to DOW to another or other end-use
3 destinations after DOW abandoned the Property which has caused over three million
4 pounds of CRTs and CRT residuals to remain on Plaintiff's Property abandoned which
5 such hazardous waste has and continues to harm Plaintiff.

6 138. As relief for Defendants' violation of the UCL, Plaintiff hereby seeks an
7 Order enjoining Defendants from engaging in the unlawful, unfair, and/or fraudulent
8 business practices violating the UCL as herein alleged, an Order directing Defendants,
9 and each of them, to affirmatively remove all CRTs and CRT residuals from Plaintiff's
10 Property derived from their shipment of same to DOW, restitution, and restitutionary
11 disgorgement of Defendants' ill-gotten gains from the unlawful, unfair, and/or fraudulent
12 business practices as herein alleged.

13
14 **PRAYER FOR RELIEF**

15 WHEREFOR, Plaintiffs prays for judgment against Defendants, and each of them,
16 jointly and severally, as follows:

17 **FIRST CAUSE OF ACTION**

- 18 1. Compensatory damages for economic harm caused by Defendants'
19 negligence, according to proof;
20 2. General and special damages, according to proof;

21 **SECOND CAUSE OF ACTION**

- 22 3. Compensatory damages caused by Defendants' trespass, according to proof;
23 4. General and special damages, according to proof;
24 5. Punitive damages;

25 **THIRD CAUSE OF ACTION**

- 26 6. Compensatory damages caused by Defendants' nuisance, according to
27 proof;
28 7. General and special damages, according to proof;

1 8. Punitive damages;

2 **FOURTH CAUSE OF ACTION**

3 9. Compensatory damages caused by Defendants’ nuisance, according to
4 proof;

5 10. General and special damages, according to proof;

6 11. Punitive damages;

7 **FIFTH CAUSE OF ACTION**

8 12. An order temporarily, preliminarily, and permanently enjoining and
9 restraining Defendants, and each of them, from continuing to engage in the unlawful,
10 unfair, and/or fraudulent conduct as herein alleged;

11 13. An order directing Defendants, and each of them, to remove to affirmatively
12 remove all CRTs and CRT residuals from Plaintiff’s Property derived from their
13 shipment of same to DOW;

14 14. Restitution;

15 15. Restitutionary disgorgement of Defendants’ ill-gotten gains into a fluid fund
16 for restitution of the sums incidental to Defendants’ violations of California law,
17 including the UCL, due Plaintiff;

18 **ON ALL CAUSES OF ACTION**

19 16. Attorneys’ fees pursuant to California Code of Civil Procedure section
20 1021.5;

21 17. An award of interest, including prejudgment interest at the legal rate;

22 18. Costs of suit reasonably incurred in prosecuting this action;

23 19. Injunctive relief; and

24 20. Such other and further relief as the Court may deem equitable and proper.

25 Dated: April 27, 2017

MORRIS, SULLIVAN & LEMKUL LLP

26

27

28

By: /s/ Chase M. Stern
Joseph L. Oliva
Chase M. Stern
Attorneys for Plaintiff, REAM HOLDINGS, LLC

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues triable to a jury.

Dated: April 27, 2017

MORRIS, SULLIVAN & LEMKUL LLP

By: /s/ Chase M. Stern
Joseph L. Oliva
Chase M. Stern
Attorneys for Plaintiff, REAM HOLDINGS, LLC

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