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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **SOUTHERN DIVISION**

15 BIG ROB’S PIZZERIA DBA JOSEPH
16 VIANO; AND FRUIT CABOOSE
17 CONCESSIONS, INC. a California
18 Corporation, individually and on behalf of a
19 class of similarly situated businesses,

20 Plaintiffs,

21 v.

22 MELROSE INDUSTRIES, PLC, a
23 Foreign corporation; GKN AEROSPACE
24 TRANSPARENCY SYSTEMS, INC. a
25 California Corporation; GKN AEROSPACE
26 SERVICES, LTD, a foreign corporation;
27 and DOES 1-100,

28 Defendants.

Case No.: 8-26-cv-01363

**CLASS ACTION COMPLAINT FOR
MONETARY DAMAGES**

1. Negligence
2. Negligence Per Se;
3. Strict Liability for Abnormally Dangerous Activity
4. Nuisance
5. Trespass
6. Premises Liability
7. Strict Liability – Design Defect
8. Strict Products Liability – Manufacturing Defect
9. Strict Products Liability – Failure to Warn
10. Negligence Against Product Defendants

DEMAND FOR JURY TRIAL

1 **I. INTRODUCTION**

2 1. Plaintiffs Big Rob’s Pizzeria and Fruit Caboose Concessions, Inc.,
3 individually and on behalf of itself and all others similarly situated within the proposed
4 Class and prospective subclasses (Collectively, “Plaintiffs”), hereby bring this action
5 against Defendant Melrose Industries, PLC, GKN Aerospace Transparency Systems, Inc.,
6 and GKN Aerospace Services, LTD., and DOES 1-50 (hereinafter known as
7 “Defendants”) arising out of a dangerous, foreseeable, preventable, and near-catastrophic
8 hazardous chemical emergency (the “Incident”) originating from Defendants’ aerospace
9 manufacturing facility located at 12122 Western Avenue in Garden Grove, California (the
10 “Facility”). This action arises from Defendants’ negligence, recklessness, and unlawful
11 design, ownership, operation, maintenance, inspection, monitoring, storage, containment,
12 cooling, pressure regulation, emergency planning, and control of a large-scale methyl
13 methacrylate (“MMA”) storage system, including a 34,000-gallon storage tank and
14 associated cooling systems, safety valves, monitoring systems, containment infrastructure,
15 alarms, and related industrial components.

16 2. MMA is a volatile, hazardous, and highly flammable industrial chemical that,
17 when stored in bulk, presents a known risk of self-heating, polymerization, temperature
18 escalation, pressure buildup, vapor release, thermal runaway, rupture, fire, and explosion
19 if it is not properly inhibited, cooled, monitored, vented, circulated, and controlled.

20 3. Upon information and belief, the Incident was not an unavoidable accident.
21 Rather, it arose from failures in Defendants’ hazardous-chemical systems and safety
22 management, including failures of cooling, failures of critical valve systems and/or access
23 mechanisms, failures of monitoring or alarm systems, failures of emergency mitigation
24 systems, and failures to implement adequate redundant and fail-safe protections despite
25 known industry warnings concerning runaway-reaction hazards in bulk MMA storage.

26 4. Long before the Incident, the dangers associated with large-scale MMA
27 storage—including runaway reaction risk, temperature escalation, vapor release, pressure
28 buildup, and catastrophic tank failure—were known or should have been known to entities

1 engaged in industrial chemical storage, aerospace manufacturing, hazardous-materials
2 handling, and industrial safety management.

3 5. Public reporting and industry information available before the Incident
4 warned that failures in cooling systems, circulation systems, relief-valve systems,
5 monitoring systems, and emergency access systems can rapidly escalate MMA storage
6 events into near-catastrophic emergencies, especially where redundancy, fail-safe
7 protections, and contingency planning are absent or inadequate.

8 6. Upon information and belief, Defendants knew or should have known that
9 safe bulk storage of MMA required robust cooling systems, continuous monitoring,
10 effective emergency access, reliable pressure relief, operable safety valves, and redundant
11 or fail-safe systems to prevent or mitigate catastrophic escalation if primary systems
12 failed.

13 7. Further, Defendants knew that these potentially catastrophic failure storage
14 tanks were situated in the middle and very close to homes, schools, freeways, businesses
15 and other vulnerable populations.

16 8. Despite these known dangers, Defendants failed to implement adequate
17 protective systems, failed to maintain and monitor critical infrastructure, failed to ensure
18 operational redundancy, failed to provide adequate fail-safe mechanisms, and failed to
19 protect the surrounding business community from a foreseeable hazardous materials
20 emergency.

21 9. As a direct and proximate result, there was a critical failure of these systems
22 resulting in the potential for immediate and potentially catastrophic harm to the
23 surrounding communities if immediate community protective measures were not taken.
24 To avoid a catastrophic incident involving MMA vapors and related hazardous conditions
25 emanating from the Facility potentially harming thousands, the actions by Defendants
26 caused mandatory evacuation orders, road closures, public safety restrictions, commercial
27 shutdowns, business interruption, employee disruption, inventory loss, spoilage,
28 restocking costs, loss of access, customer loss, commercial property interference, and

1 other damages affecting businesses, commercial tenants, employers, restaurants, retailers,
2 and other business entities in Garden Grove, Stanton, Cypress, Anaheim, Buena Park,
3 Westminster, and surrounding areas.

4 10. Plaintiffs seek damages, equitable relief, injunctive relief, punitive damage
5 where permitted, and all other available relief on behalf of themselves and the two
6 proposed business classes alleged herein.

7 **II. THE PARTIES**

8 11. Plaintiff Big Rob's Pizzeria is a DBA registered to owner and operator
9 Joseph Viano, and at all relevant times herein was, a California business with its principal
10 place of business at in Westminster, California, 92683, within the geographic area
11 impacted by the chemical release. Joseph Viano is a resident of Orange County,
12 California. Plaintiff was forced to cease business operations beginning on Thursday, May
13 21, 2026, through the extended holiday weekend, up until Monday, May 25, 2026,
14 resulting in substantial business interruption, operational disruption, and loss of business
15 revenue. Although the business reopened late on Monday, surrounding hazardous
16 conditions and community disruptions resulted in little to no customer activity. Plaintiff's
17 interruption to business caused significant economic harm.

18 12. Plaintiff Fruit Caboose Concessions, Inc. is, and at all relevant times herein
19 was, a corporation organized under the laws of the state of California with its principal
20 place of business in Orange County, California, operating a concession at the Garden
21 Grove Strawberry Festival within the geographic area impacted by a potential chemical
22 release and within one mile of the evacuation area. As a result of the Incident, Plaintiff
23 Fruit Caboose Concessions, Inc.'s, business was substantially interrupted during the
24 extended holiday weekend. Plaintiff suffered substantial business interruption damages,
25 including the loss of substantial revenue.

26 13. Defendant Melrose Industries PLC ("Melrose") is, and at all relevant times
27 herein was, a public limited company organized and existing under the laws of England
28 and Wales, with its registered office located at 20 Colmore Circus Queensway,

1 Birmingham, B4 6AT, United Kingdom, and engaged in global aerospace manufacturing,
2 industrial engineering, and related operational activities, including oversight and/or
3 ownership of entities involved in the aerospace manufacturing operations and hazardous
4 chemical systems alleged herein. Upon information and belief, Melrose exercised
5 ownership, oversight, operational control, and/or supervisory authority over the Facility
6 and the operations giving rise to the Incident alleged herein.

7 14. Defendant GKN Aerospace Transparency Systems, Inc. (“GKN ATS”) is,
8 and at all relevant times herein was, a corporation with its principal place of business and
9 headquarters at or near 12122 Western Avenue in Garden Grove (the “Facility”) and the
10 chemical storage systems involved in the Incident alleged herein. Based on information
11 and belief, GKN ATS is authorized to conduct business in the State of California and
12 engaged in aerospace manufacturing operations involving the handling, storage, and use
13 of industrial chemicals and hazardous materials. Upon information and belief, GKN ATS
14 owned, operated, managed, maintained, and/or controlled the Facility.

15 15. Defendant GKN Aerospace Services Ltd. (“GKN Services”) is, and at all
16 relevant times herein was, a corporation organized and existing under the laws of England
17 and Wales with its registered office and principal headquarters at 20 Colmore Circus
18 Queensway, Birmingham, B4 6AT, United Kingdom, and engaged in aerospace
19 manufacturing support, engineering, maintenance, operational management, inspection,
20 safety, and related industrial services associated with aerospace manufacturing operations
21 and hazardous chemical systems. Upon information and belief, GKN Services exercised
22 engineering oversight, maintenance responsibilities, inspection responsibilities, safety-
23 management authority, operational control, and/or supervisory authority over the Facility
24 and the systems involved in the Incident.

25 16. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through
26 20 were the designers, manufacturers, assemblers, distributors, suppliers, sellers,
27 installers, and/or component-part manufacturers of the 34,000-gallon MMA storage tank
28 and related tank components involved in the Incident.

1 17. Plaintiffs are informed and believe, and thereon allege, that DOES 21 through
2 40 were the designers, manufacturers, assemblers, distributors, suppliers, sellers,
3 installers, programmers, inspectors, repairers, and/or service providers for the cooling
4 systems, chillers, circulation systems, temperature-control systems, monitoring systems,
5 alarms, instrumentation, and sensors intended to regulate the MMA storage system and
6 prevent overheating, polymerization, or thermal runaway.

7 18. Plaintiffs are informed and believe, and thereon allege, that DOES 41 through
8 60 were the designers, manufacturers, assemblers, distributors, suppliers, sellers,
9 installers, inspectors, repairers, and/or service providers for the safety valves, relief valves,
10 venting systems, emergency shutoff systems, containment infrastructure, and related
11 safety hardware involved in the Incident.

12 19. Plaintiffs are informed and believe, and thereon allege, that DOES 61 through
13 100 were maintenance contractors, industrial service providers, engineers, consultants,
14 inspectors, monitoring vendors, installers, and/or other persons or entities who negligently
15 designed, manufactured, inspected, monitored, serviced, repaired, calibrated, maintained,
16 or controlled the tank, cooling system, safety valves, and associated hazardous-chemical
17 infrastructure that failed or contributed to the Incident.

18 20. Plaintiffs are presently unaware of the true names and capacities of said DOE
19 Defendants and will amend this Complaint when their true identities are ascertained.

20 21. At all times herein mentioned, each of the Defendants hereinabove was the
21 agent, servant employee, partner, alter ego, aider and abettor, co-conspirator and/or joint
22 venture of each of the remaining Defendants named herein and were at all times operating
23 and acting within the purpose and scope of said agency, service, employment, partnership,
24 conspiracy and/or joint venture, and each Defendant has ratified and approved the acts of
25 each of the remaining Defendants.

26 **III. JURISDICTION AND VENUE**

27 22. This Court has subject matter jurisdiction over this action pursuant to 28
28 U.S.C. §

1 1332(d), the Class Action Fairness Act (“CAFA”), because this action is a class
2 action in which: (a) the aggregate amount in controversy exceeds \$5,000,000, exclusive
3 of interest and costs; (b) the proposed classes consist in the aggregate of at least 100
4 members; and (c) minimal diversity exists because at least one Plaintiff and/or putative
5 class member is a citizen of a state different from at least one Defendant, including foreign
6 Defendants Melrose Industries PLC and GKN Aerospace Services Ltd.

7 23. In determining the amount in controversy under CAFA, the claims of the
8 individual class members are aggregated. Upon information and belief, the aggregate
9 amount in controversy exceeds \$5,000,000 because the Incident affected numerous
10 businesses, commercial tenants, employers, restaurants, retailers, and other business
11 entities across multiple Orange County communities during and around the Memorial Day
12 holiday weekend, causing widespread business interruption, lost profits, lost revenue,
13 employee-related losses, inventory loss, spoilage, restocking costs, loss of access,
14 customer loss, closure damages, and related commercial losses expected to total far in
15 excess of \$5,000,000.

16 24. Upon information and belief, the proposed classes include far more than 100
17 businesses and other business entities located within the mandatory evacuation zone and
18 the surrounding directly affected commercial areas.

19 25. CAFA jurisdiction is proper notwithstanding any contention that some class
20 members and one or more Defendants may share California citizenship because minimal
21 diversity, not complete diversity, is required under 28 U.S.C. § 1332(d), and at least one
22 Defendant is a foreign citizen and/or a citizen of a state different from at least one Plaintiff
23 or putative class member.

24 26. This Court has personal jurisdiction over Defendants because Defendants
25 conduct substantial business within the State of California, purposefully availed
26 themselves of the privilege of conducting business activities within California, and the
27 acts, omissions, conduct, and injuries alleged herein arose from and relate directly to
28 Defendants’ activities within this District, including the ownership, operation,

1 maintenance, management, supervision, and control of the aerospace manufacturing
2 facility and hazardous chemical systems located at or near 12122 Western Avenue in
3 Garden Grove, California, where the Incident alleged herein occurred.

4 27. This Court further has personal jurisdiction over Defendants Melrose
5 Industries PLC and GKN Aerospace Services Ltd. because, upon information and belief,
6 said Defendants exercised ownership, oversight, operational control, supervision,
7 management, maintenance responsibilities, and/or direction over the Facility, hazardous
8 chemical systems, safety procedures, maintenance protocols, and operations giving rise to
9 the Incident alleged herein, and purposefully directed business activities toward the State
10 of California such that the exercise of jurisdiction by this Court is consistent with
11 traditional notions of fair play and substantial justice.

12 28. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a
13 substantial part of the events, acts, omissions, and injuries giving rise to the claims asserted
14 herein occurred within this District, Defendants transact business within this District, and
15 the Facility that is the subject of this action is located within this District.

16 **IV. FACTS COMMON TO ALL CLAIMS**

17 29. On or before May 21, 2026, a 34,000-gallon chemical storage tank located at
18 Defendants' aerospace manufacturing facility at 12122 Western Avenue in Garden Grove
19 (the "Facility") entered a dangerous condition and began venting methyl methacrylate
20 ("MMA") vapor into the surrounding community (the "Incident").

21 30. MMA is a volatile, hazardous, and highly flammable industrial chemical used
22 in the production of acrylic resins and plastics for aerospace manufacturing and related
23 industrial applications. In bulk storage, it presents known hazards including self-heating,
24 polymerization, pressure buildup, vapor release, thermal runaway, rupture, fire, and
25 explosion.

26 31. The hazards associated with large-volume MMA storage were known or
27 should have been known to Defendants long before the Incident. Those dangers included
28 the risk that failure of cooling, circulation, pressure-relief, monitoring, inhibitor

1 management, and emergency access systems could rapidly escalate a tank upset into a
2 widespread public emergency.

3 32. Public reporting and industry information available prior to the Incident
4 described years of warnings about runaway chemical reactions, the importance of
5 effective cooling and relief systems, and the danger posed when facilities lack adequate
6 backup and redundant systems to prevent escalation.

7 33. Upon information and belief, Defendants knew or should have known that
8 storing tens of thousands of gallons of MMA in close proximity to businesses, commercial
9 corridors, public roadways, employers, restaurants, retailers, and surrounding business
10 communities required robust and redundant cooling systems, effective alarms, operable
11 safety valves, emergency response planning, and fail-safe engineering controls to ensure
12 safety.

13 34. Upon information and belief, one or more failures occurred in the tank system
14 and associated infrastructure, including but not limited to cooling-system failure, failure
15 of critical valves and/or valve access mechanisms, failure of monitoring or alarm systems,
16 failure of emergency mitigation measures, and failure to provide adequate redundancy and
17 fail-safe protections.

18 35. Upon information and belief, once the Incident began, the tank and associated
19 systems could not be safely and effectively controlled through ordinary internal means
20 because critical systems, including valves and/or control access, were unavailable,
21 impaired, or inoperable creating an immediate risk of catastrophic failure affecting the
22 health and safety in a significant area surrounding the tanks.

23 36. Publicly reported emergency response efforts indicated that responders were
24 required to cool the tank externally while the tank remained in a dangerous condition and
25 posed an ongoing threat of rupture, spill, or explosion.

26 37. Upon information and belief, Defendants failed to adequately inspect,
27 maintain, service, repair, monitor, test, calibrate, and safely operate the tank, cooling
28

1 systems, safety valves, pressure-relief systems, alarms, instrumentation, emergency-
2 response systems, and related infrastructure.

3 38. Upon information and belief, Defendants also failed to provide adequate
4 backup, redundant, or fail-safe systems sufficient to prevent or mitigate the foreseeable
5 consequences of primary-system failure.

6 39. Following the Incident, emergency response agencies and public officials
7 warned that the storage tank posed a substantial and ongoing danger to the surrounding
8 community, including the risk that the tank could rupture, spill thousands of gallons of
9 hazardous chemicals, and/or enter thermal runaway and explode.

10 40. By the morning of May 22, 2026, mandatory evacuation orders and related
11 public safety restrictions affected portions of Garden Grove, Stanton, Cypress, Anaheim,
12 Buena Park, Westminster, and surrounding areas.

13 41. On May 23, 2026, the Governor declared a State of Emergency in Orange
14 County in connection with the Incident.

15 42. The Incident occurred immediately before and during the Memorial Day
16 holiday weekend, a period during which restaurants, retailers, and other business entities
17 reasonably experience increased customer traffic and revenue.

18 43. Plaintiff Big Rob's Pizzeria was forced to suspend operations from
19 approximately May 21, 2026 through May 25, 2026 and suffered significant business
20 interruption and revenue losses.

21 44. Plaintiff Fruit Caboose Concessions, Inc. was allowed to continue business
22 in connection with Garden Grove Strawberry Festival, even though they were within 1
23 mile of the evacuation zone. However, less than 50% of the usual number of visitors and
24 customers attending the event specifically because of the danger and proximity to the
25 storage tanks.

26 45. Businesses both within and outside the formal evacuation perimeter were
27 directly affected by the dangerous conditions, including by evacuation orders, emergency
28 warnings, road closures, traffic restrictions, loss of access, interruption of operations,

1 customer loss, employee disruption, commercial property interference, inventory loss,
2 spoilage, restocking costs, and interference with commercial use and enjoyment of
3 property.

4 46. The precise cause of the Incident, including the design and condition of the
5 tank, the identity and specifications of the cooling system, the condition and operability
6 of the safety valves, the existence or absence of redundancy systems, the inspection
7 history, maintenance history, internal warnings, alarm history, prior incidents, regulatory
8 compliance history, and product failures involved, is presently within Defendants'
9 Government entities, and DOE Defendants' possession, custody, and control.

10 **V. CLASS ALLEGATIONS**

11 47. Plaintiffs bring this action to seek equitable non-monetary and monetary
12 relief as a class action pursuant to Rules 23(a), 23(b)(2), and/or 23(b)(3) of the Federal
13 Rules of Civil Procedure, on behalf of themselves and the following two proposed Classes:

14 **48. Evacuation Zone Business Class:**

15 All business entities operating within the mandatory evacuation zone that were
16 required to shut down their business.

17 **49. Surrounding Area Business Class:**

18 All business entities operating outside the formal mandatory evacuation zone but
19 within Garden Grove and the surrounding areas affected area who suffered business
20 interruption as a result of the Incident and emergency response measures.

21 50. Excluded from the Classes are Defendants, their officers and directors, any
22 entity in which Defendants have a controlling interest, governmental entities, the Court
23 and its staff, and immediate family members of judicial officers assigned to this action.

24 51. Numerosity is satisfied because the members of the proposed Classes are so
25 numerous that joinder is impracticable.

26 52. Common questions of law and fact exist as to both Classes and predominate
27 over individual questions, including without limitation:

- 1 a. whether Defendants owned, operated, managed, maintained, inspected,
2 monitored, repaired, and/or controlled the Facility and hazardous
3 chemical systems involved in the Incident;
- 4 b. whether Defendants knew or should have known of the risk of MMA
5 runaway reaction, vapor release, rupture, fire, explosion, and large-scale
6 commercial harm;
- 7 c. whether Defendants failed to implement adequate cooling, monitoring,
8 pressure-relief, containment, emergency access, and redundant safety
9 systems;
- 10 d. whether any tank, cooling system, valve, instrumentation, or related
11 component was defectively designed, manufactured, installed,
12 maintained, or serviced;
- 13 e. whether Defendants' acts or omissions caused or substantially contributed
14 to the Incident and resulting evacuations, shutdowns, and disruptions;
- 15 f. whether members of the Classes were required to close due to the incident
16 and evacuation order;
- 17 g. whether members of the Classes in the zone of impact, including located
18 in Garden Grove, had businesses which were materially impacted by the
19 incident and emergency response; and
- 20 h. the proper measure of class-wide relief.

21 53. Plaintiffs' claims are typical of the claims of the Classes because they arise
22 from the same course of conduct, the same Incident, and the same resulting hazardous
23 conditions and business losses.

24 54. Plaintiffs will fairly and adequately protect the interests of the Classes and
25 have retained counsel experienced in product liability, environmental harm, complex
26 litigation and class action matters.

27 55. A class action is superior to individual litigation because common issues
28 predominate, class treatment will conserve judicial resources, avoid duplicative litigation,

1 promote consistent adjudication, and provide an efficient mechanism for resolving the
2 claims of the many affected businesses arising from the same Incident and common course
3 of conduct.

4 **VI. PRODUCT-RELATED DOE ALLEGATIONS**

5 56. Plaintiffs are informed and believe, and thereon allege, that one or more DOE
6 Defendants designed, manufactured, marketed, distributed, sold, installed, inspected,
7 repaired, maintained, serviced, calibrated, and/or supplied the 34,000-gallon MMA tank,
8 the cooling and circulation systems, the temperature-control systems, the monitoring and
9 alarm systems, the safety valves, relief valves, venting systems, and related components
10 involved in the Incident.

11 57. Plaintiffs are further informed and believe that one or more of these
12 product-related DOE Defendants placed defective products into the stream of commerce,
13 including products that were defectively designed, defectively manufactured,
14 inadequately tested, improperly installed, insufficiently maintained, and/or sold without
15 adequate warnings or instructions concerning MMA runaway hazards, cooling-system
16 failure scenarios, valve-access failures, emergency-response limitations, and the need for
17 redundancy and fail-safe protections.

18 58. Plaintiffs are presently ignorant of the true names and capacities of the
19 product-related DOE Defendants and will amend this Complaint when discovery reveals
20 their identities.

21 59. To the extent any Defendant contends that the Incident was caused in whole
22 or in part by the failure of a tank, cooling system, valve, relief device, control system,
23 monitoring device, or other component, Plaintiffs allege in the alternative that such
24 failures were caused by the acts and omissions of the DOE Product Defendants.

25 **VII. CLAIMS FOR RELIEF**

26 **FIRST CLAIM FOR RELIEF**

27 **(Negligence)**

28 **(Against All Defendants)**

1 60. Plaintiffs incorporate by reference each preceding and succeeding paragraph
2 as though fully set forth at length herein.

3 61. Defendants owed Plaintiffs and the Classes a duty to exercise reasonable
4 care in the ownership, design, operation, inspection, maintenance, monitoring, storage,
5 cooling, containment, repair, supervision, and management of hazardous chemicals,
6 hazardous-chemical systems, industrial equipment, and related operations at the Facility.

7 62. Defendants breached those duties by, among other things, failing to properly
8 design, operate, inspect, maintain, monitor, cool, contain, repair, supervise, and manage
9 the hazardous chemical systems and operations at the Facility; failing to maintain operable
10 safety systems and critical valves; and failing to implement adequate backup, redundant,
11 and fail-safe protections despite the known danger of runaway reaction and catastrophic
12 escalation.

13 63. As a direct and proximate result of Defendants' negligence, Plaintiffs and
14 the Classes suffered damages including, without limitation, business interruption
15 damages, lost revenue, lost profits, lost opportunities, employee-related disruptions,
16 inventory spoilage, access-related losses, commercial property interference, loss of use,
17 and related economic damages.

18 **VIII. SECOND CLAIM FOR RELIEF**

19 **(Negligence Per Se)**

20 **(Against All Defendants)**

21 64. Plaintiffs incorporate by reference each preceding and succeeding paragraph
22 as though fully set forth at length herein.

23 65. At all relevant times, Defendants were subject to various statutes, regulations,
24 ordinances, safety requirements, environmental regulations, hazardous materials handling
25 requirements, fire codes, occupational safety standards, and industry safety obligations
26 governing the storage, handling, containment, monitoring, maintenance, and use of
27 hazardous chemicals and industrial chemical systems.

1 66. Upon information and belief, Defendants violated one or more statutes,
2 regulations, ordinances, and/or safety requirements, including but not limited to California
3 Health and Safety Code provisions, Cal/OSHA regulations, environmental regulations,
4 hazardous materials handling requirements, fire safety regulations, and other applicable
5 laws and regulations designed to protect the public from hazardous chemical releases and
6 toxic exposure.

7 67. Plaintiffs and the Class belong to the class of persons intended to be protected
8 by said statutes, regulations, ordinances, and safety requirements, and the harms suffered
9 by Plaintiffs and the Class are the type of harms those laws were intended to prevent.

10 68. Defendants' violations constituted negligence per se and were a direct and
11 proximate cause of Plaintiffs' damages.

12 **IX. THIRD CLAIM FOR RELIEF**
13 **(Strict Liability for Ultrahazardous Activity)**
14 **(Against All Defendants)**

15 69. Plaintiffs incorporate by reference each preceding and succeeding paragraph
16 as though fully set forth at length herein.

17 70. At all relevant times, Defendants engaged in ultrahazardous and/or
18 abnormally dangerous activities, including the storage, handling, maintenance,
19 containment, and use of large quantities of volatile, hazardous, and highly flammable
20 industrial chemicals, including methyl methacrylate, in close proximity to residential
21 communities, businesses, schools, and members of the public.

22 71. The risks associated with Defendants' hazardous chemical operations could
23 not be eliminated through the exercise of reasonable care and created a foreseeable and
24 substantial risk of catastrophic harm.

25 72. As a direct and proximate result of Defendants' breaches and conduct,
26 Plaintiffs and the Class suffered harms and losses including, but not limited to, business
27 interruption damages, operational shutdowns, loss of revenue, loss of profits, loss of
28 business opportunities, employee-related disruptions, loss of commercial use and access

1 to property, inventory spoilage and loss of perishable goods, contamination concerns,
2 property-related damages, loss of commercial desirability, reputational harm, restoration
3 and restocking expenses, and other economic and commercial damages. Defendants are
4 therefore strictly liable for the damages suffered by Plaintiffs and the Class.

5 **X. FOURTH CLAIM FOR RELIEF**
6 **(Nuisance)**
7 **(Against All Defendants)**

8 73. Plaintiffs incorporate by reference each preceding and succeeding paragraph
9 as though fully set forth at length herein.

10 74. Defendants, by and through their acts and omissions, created, caused,
11 permitted, contributed to, and/or maintained a condition that was harmful to health,
12 offensive to the senses, obstructive to the free use of property, and substantially interfered
13 with Plaintiffs' and the Class members' use and enjoyment of their homes, residences,
14 businesses, workplaces, schools, properties, and surrounding communities.

15 75. The chemical release, evacuation orders, hazardous vapors, odors,
16 contamination concerns, public safety threats, and ongoing risk of fire, explosion, thermal
17 runaway, and toxic exposure interfered with the comfort, safety, health, peace, occupancy,
18 use, and enjoyment of property throughout portions of Garden Grove, Cypress, Stanton,
19 Anaheim, Buena Park, Westminster, and surrounding impacted communities.

20 76. As a direct and proximate result of Defendants' conduct, Plaintiffs and the
21 Classes are entitled to recover all damages and other relief permitted under California law.

22 **XI. FIFTH CLAIM FOR RELIEF**
23 **(Trespass)**
24 **(Against All Defendants)**

25 77. Plaintiffs incorporate by reference each preceding and succeeding paragraph
26 as though fully set forth at length herein.

27 78. Defendants caused hazardous chemical vapors, fumes, particulates,
28 contaminants, and/or other toxic substances to physically invade, enter upon migrate onto,

1 and interfere with Plaintiffs' and the Class members' real property and possessory
2 interests.

3 79. The intrusion of hazardous chemicals and contaminants onto and into
4 Plaintiffs' and the Class members' businesses, workplaces, and properties was intentional,
5 negligent, reckless, and/or the natural and foreseeable consequence of Defendants'
6 conduct.

7 80. As a direct and proximate result of Defendants' trespass, Plaintiffs and the
8 Class suffered damages including, but not limited to, evacuation-related expenses,
9 displacement from businesses, loss of use and enjoyment of property, lost wages and
10 income, business interruption damages, property-related damages, diminished property
11 value, stigma-related damages, and other economic and non-economic damages.
12 Plaintiffs and the Class are entitled to recover all damages permitted under California law.

13 **XII. SIXTH CLAIM FOR RELIEF**

14 **(Premises Liability)**

15 **(Against All Defendants)**

16 81. Plaintiffs incorporate by reference each preceding and succeeding paragraph
17 as though fully set forth at length herein.

18 82. At all relevant times herein, Defendants owned, leased, operated, occupied,
19 controlled, managed, maintained, supervised, inspected, and/or were otherwise
20 responsible for the Facility, and the hazardous chemical storage systems, industrial
21 equipment, tanks, containment systems, and related operations located thereon.

22 83. Defendants owed Plaintiffs and the Class a duty to exercise reasonable care
23 in the ownership, maintenance, inspection, operation, supervision, repair, monitoring, and
24 control of the Facility so as to avoid exposing surrounding residents, renters, workers,
25 businesses, property owners, and members of the public to unreasonable risks of harm.

26 84. Defendants knew, or reasonably should have known, that the storage,
27 containment, and handling of large quantities of MMA and other hazardous chemicals at
28 the Facility created a dangerous condition on the property and posed a foreseeable risk of

1 chemical release, toxic exposure, fire, explosion, environmental contamination,
2 evacuation, bodily injury, property damage, and economic harm to surrounding
3 communities.

4 85. Defendants breached their duties by negligently, recklessly, and/or carelessly
5 owning, maintaining, inspecting, monitoring, supervising, repairing, operating, and
6 controlling the Facility and the hazardous chemical systems located thereon, thereby
7 allowing hazardous chemicals and toxic vapors to escape into the surrounding community.

8 86. As a direct and proximate result of Defendants' conduct and the dangerous
9 condition of the Facility, Plaintiffs and the Classes suffered damages including, but not
10 limited to, evacuation-related losses, displacement from businesses, business interruption
11 damages, loss of income and revenue, loss of use and enjoyment of property, and other
12 economic and non-economic damages.

13 **XIII. SEVENTH CLAIM FOR RELIEF**

14 **(Strict Products Liability – Design Defect)**

15 **(Against DOE Product Defendants)**

16 87. Plaintiffs incorporate by reference all preceding paragraphs as though fully
17 set forth herein.

18 88. The tank, cooling system, circulation system, pressure-relief system, safety
19 valves, monitoring systems, alarms, and/or related components involved in the Incident
20 were designed, manufactured, distributed, sold, installed, serviced, and/or supplied by
21 DOE Product Defendants.

22 89. Said products were defectively designed in that they failed to perform as
23 safely as an ordinary user would expect when used in an intended or reasonably
24 foreseeable manner, and/or the risks inherent in the design outweighed the benefits of the
25 design.

26 90. The design defects include, without limitation, inadequate cooling capacity,
27 inadequate redundancy, inadequate emergency access, inadequate pressure-relief
28 protection, inadequate monitoring functionality, inadequate fail-safe design, and/or

1 inadequate ability to safely control MMA in the event of system upset or temperature
2 escalation.

3 91. As a direct and proximate result of said design defects, Plaintiffs and the
4 Classes suffered the damages alleged herein.

5 **XIV. EIGHTH CLAIM FOR RELIEF**
6 **(Strict Products Liability – Manufacturing Defect)**
7 **(Against DOE Product Defendants)**

8 92. Plaintiffs incorporate by reference all preceding paragraphs as though fully
9 set forth herein.

10 93. The products described above contained one or more manufacturing defects
11 when they left the possession or control of DOE Product Defendants.

12 94. Said products differed from their intended design and/or from other
13 ostensibly identical units in a manner that rendered them unsafe for their intended or
14 reasonably foreseeable use.

15 95. As a direct and proximate result of said manufacturing defects, Plaintiffs and
16 the Classes suffered the damages alleged herein.

17 **XV. NINTH CLAIM FOR RELIEF**
18 **(Strict Products Liability – Failure to Warn)**
19 **(Against DOE Product Defendants)**

20 96. Plaintiffs incorporate by reference all preceding paragraphs as though fully
21 set forth herein.

22 97. DOE Product Defendants knew or should have known that the products
23 involved in the Incident posed significant dangers, including the risk of MMA
24 overheating, runaway reaction, valve/access failure, cooling-system failure, and
25 catastrophic escalation.

26 98. DOE Product Defendants failed to provide adequate warnings and
27 instructions regarding the dangers, limitations, maintenance requirements, emergency-
28

1 response limitations, and need for redundancy and fail-safe protections associated with
2 their products.

3 99. As a direct and proximate result of said failure to warn, Plaintiffs and the
4 Classes suffered the damages alleged herein.

5 **XVI. TENTH CLAIM FOR RELIEF**

6 **(Negligence Against Product Defendants)**

7 **(Against DOE Product Defendants)**

8 100. Plaintiffs incorporate by reference all preceding paragraphs as though fully
9 set forth herein.

10 101. DOE Product Defendants owed a duty to exercise reasonable care in the
11 design, manufacture, distribution, installation, inspection, servicing, maintenance, repair,
12 calibration, and warning of the products involved in the Incident.

13 102. DOE Product Defendants breached those duties by negligently designing,
14 manufacturing, installing, servicing, repairing, inspecting, calibrating, maintaining, and/or
15 warning regarding said products.

16 103. As a direct and proximate result of those breaches, Plaintiffs and the Classes
17 suffered the damages alleged herein.

18 **REQUEST FOR RELIEF**

19 **WHEREFORE**, Plaintiffs, on behalf of themselves and the Class, respectfully
20 request:

- 21 a. An Order certifying the proposed Class pursuant to Rule 23 of the Federal
22 Rules of Civil Procedure;
- 23 b. Damages in an amount to be determined at trial;
- 24 c. Compensatory, consequential, special, and economic damages, including
25 business interruption damages, lost profits, lost revenue, operational losses,
26 restoration and restocking costs, inventory losses, commercial losses, and
27 other damages according to proof;
- 28 d. Restitution and disgorgement as permitted by law;

- 1 e. Attorneys' fees, as the law allows.
- 2 f. An award of pre- and post-judgment interest on damages.
- 3 g. An award of costs of suit.
- 4 h. Punitive and/or exemplary damages, as the law allows.
- 5 i. Plaintiffs be granted any other appropriate relief this Court may determine as
- 6 just, equitable, and proper.
- 7 j. Injunctive and equitable relief requiring Defendants to implement and
- 8 maintain appropriate safety, inspection, monitoring, maintenance,
- 9 containment, remediation, and hazardous materials handling procedures
- 10 sufficient to protect businesses and commercial communities; and
- 11 k. Such other and further relief as the Court deems just and proper.

12
13
14 Dated: May 28, 2026

MCCUNE LAW GROUP, APC

15
16 By: /s/ Michele M. Vercoski
17 Richard D. McCune
18 Michele M. Vercoski
19 Joshua A. Genzuk
20 Yasmin N. Younessi
21 Attorneys for Plaintiff and Class
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JURY DEMAND

1
2 Plaintiffs and Class hereby demand a trial by jury on all issues so triable pursuant
3 to Rule 38 of the Federal Rules of Civil Procedure.
4

5 Dated: May 28, 2026

MCCUNE LAW GROUP, APC

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7 By: /s/ Michele M. Vercoski
8 Richard D. McCune
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