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Attorneys for Plaintiffs

Assigned for All Purposes:
Judge William D. Cluster
Dept. CX101

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

DIANA GUADARRAMA, JIP KANG,
EDUARDO PATEYRO, and LINDA
RODRIGUEZ, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

GKN AEROSPACE TRANSPARENCY
SYSTEMS INC., GKN AEROSPACE
SERVICES LTD., MELROSE INDUSTRIES
PLC, and DOES 1-100, inclusive,

Defendants.

Case No.: 30-2026-01572329-CU-PO-CXC

CLASS ACTION COMPLAINT

- 1. Negligence
- 2. Premises Liability
- 3. Private Nuisance, Cal. Civil Code § 3479
- 4. Public Nuisance, Cal. Civil Code § 3480
- 5. Trespass
- 6. Strict Liability—Extrahazardous and/or Ultrahazardous Activity
- 7. Unlawful Business Practice, Cal. Bus. & Prof. Code § 17200 *et seq.*

JURY TRIAL DEMANDED

1 Plaintiffs Diana Guadarrama, Jip Kang, Eduardo Pateyro, and Linda Rodriguez, individually and
2 on behalf of all others similarly situated, bring this Class Action Complaint against Defendants GKN
3 Aerospace Transparency Systems Inc., GKN Aerospace Services Ltd., Melrose Industries PLC, and
4 Does 1–100 (collectively, “Defendants” or “GKN”), arising from the negligent storage, containment,
5 handling, monitoring, and release of a highly dangerous and toxic chemical, methyl methacrylate
6 (“MMA”), and other related hazardous chemical vapors from Defendants’ facility located at 12122
7 Western Ave., Garden Grove, California (the “Facility”). Plaintiffs allege as follows upon personal
8 knowledge as to themselves and their own acts and experiences and, as to all other matters, upon
9 information and belief, including investigation conducted by their attorneys.

10 I. INTRODUCTION

11 1. Towards the end of May 2026, 50,000 California residents were ordered to grab their
12 belongings, uproot their families, abandon their routines, and evacuate the area surrounding Defendants’
13 Facility located at 12122 Western Ave., Garden Grove, California. Residents who did not heed these
14 orders would face substantial risk of harm due to the release of the extremely flammable and highly
15 toxic chemical MMA.

16 2. The release of this chemical was entirely avoidable. Defendants are in the business of
17 manufacturing canopies, windows, and other transparencies for military aircraft. Defendants therefore
18 regularly purchased and stored MMA—a required chemical for the manufacture of acrylics, Plexiglass,
19 Luddite, and other polymers that make up Defendants’ products. Defendants knew of the inherent
20 dangers and risks associated with storing MMA, including the risks of explosion and the risks to human
21 health. Defendants nevertheless failed to follow best practices for storing this hazardous chemical.

22 3. As a result, on May 21, 2026, a 34,000-gallon storage vessel containing approximately
23 7,000 gallons of MMA at Defendants’ facility began to overheat and, as a result, gaseous MMA was
24 released into the surrounding community and atmosphere. First responders arrived at the scene, and after
25 spending days attempting to depressurize the storage tank, the outlook remained bleak. As explained by
26 fire officials:

27 This is not precautionary... this thing is gonna fail, and we don’t know
28 when. . . . We’re doing our best to figure out when or how we can prevent
it. There are literally two options left remaining. One, the tank fails and

1 spills a total of about 6,000 to 7,000 gallons of very bad chemicals into
2 the parking lot in that area. Or two, the tank goes into a thermal runaway
and blows up.¹

3 4. To protect the community, authorities ordered that 40,000 to 50,000 residents across
4 Anaheim, Cypress, Stanton, Westminster, and Buena Park evacuate.² The full-scale lasting impact on
5 the residents, their homes, and the community remains to be seen.

6 5. Had Defendants ensured the adequate maintenance and inspection of the storage tanks or
7 implemented adequate emergency protocols in the event the worst occurred, neither the evacuation nor
8 the harm to the surrounding community would have occurred.

9 6. Plaintiffs Diana Guadarrama, Jip Kang, Eduardo Pateyro, and Linda Rodriguez,
10 impacted residents of Orange County, therefore bring the instant class action on behalf of themselves
11 and others similarly situated to hold Defendants liable for negligence, premises liability, private and
12 public nuisance, strict liability for the handling of extra hazardous materials, trespass, and violations of
13 the Unfair Competition Law (“UCL”). Plaintiffs, on behalf of themselves and all other Class members,
14 bring the below common law tort claims and state statutory claims seeking declaratory and injunctive
15 relief, monetary damages including punitive damages, equitable relief, and all other relief authorized by
16 law.

17 **II. PARTIES**

18 **A. Plaintiffs**

19 7. Plaintiff **Diana Guadarrama** is a resident of Orange County, California, and a citizen of
20 the State of California. At all relevant times, Plaintiff Guadarrama rented and resided in a home located
21 in Orange County, approximately 1.5 miles from Defendants’ Facility.

22 8. Plaintiff Guadarrama has lived at this residence for approximately one year and resides
23 there with her children.

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27 ¹ Vivian Chow, *Thousands Evacuated as 34,000-Gallon Tank Spewing Toxic Chemicals in Garden Grove
Could Explode*, KTLA 5 (May 23, 2026), <https://tinyurl.com/2y77hdks>.

28 ² Bianca Buono et al., *OC Toxic Tank on Path to Spill or Explode; Crews Find Crack in Tank that Could
Be Relieving Pressure*, ABC 7 (May 24, 2026), <https://tinyurl.com/3ktszsfb>.

1 9. Plaintiff **Jip Kang** is a resident of Orange County, California, and a citizen of the State
2 of California. At all relevant times, Plaintiff Kang rented and resided in a home located in Orange
3 County, approximately 1.5 miles from Defendants' Facility.

4 10. Plaintiff Kang has lived at this residence for approximately three years and resides there
5 with his child.

6 11. Plaintiff **Eduardo Pateyro** is a resident of Orange County, California, and a citizen of
7 the State of California. At all relevant times, Plaintiff rented and resided in a home located in Orange
8 County, approximately 1.5 miles from Defendants' Facility.

9 12. Plaintiff Pateyro has resided at this residence with multiple family members, including
10 his father, siblings, and niece.

11 13. Plaintiff **Linda Rodriguez** is a resident of Orange County, California, and a citizen of
12 the State of California. At all relevant times, Plaintiff Rodriguez was the sole owner of a single-family
13 home located in Orange County, California, approximately 1.5 miles from Defendants' facility.

14 14. Plaintiff Rodriguez has owned and resided at this property since approximately 2010.

15 **B. Defendants**

16 15. Defendant **GKN Aerospace Transparency Systems Inc.** is a California Corporation
17 with its principal place of business at 12122 Western Ave., Garden Grove, CA.

18 16. Defendant **GKN Aerospace Services Ltd.** is a United Kingdom Private Limited
19 Company, with its principal place of business at 1301 Solana Blvd., Suite 1528, Westlake, Texas 76262.

20 17. Defendant **Melrose Industries PLC** is a United Kingdom Public Company, with its
21 principal place of business at 1301 Solana Boulevard, Suite 1528, Westlake, Texas 76262.

22 18. Defendants **Does 1 through 100** are the true names and capacities, whether individual,
23 plural, corporate, partnership, associate, or otherwise, of Defendants Does 1–100, inclusive, are
24 unknown to Plaintiffs who therefore sues said Defendants by such fictitious names. Defendants Does
25 1–100, inclusive, are each directly or vicariously responsible for the harms alleged in this Complaint.
26 Plaintiffs thus sues Defendants Does 1–100 pseudonymously under California Code of Civil Procedure
27 section 474. If and when Plaintiffs learn the Defendants' true names, capacities, and ways in which they
28 caused harm, Plaintiffs will seek leave to amend this Complaint.

1 **IV. FACTUAL ALLEGATIONS**

2 **A. The GKN Aerospace Facility**

3 26. GKN maintains 32 manufacturing locations across 12 countries,³ including three
4 facilities in the State of California.⁴ The focus of the instant action is GKN Aerospace – Garden Grove
5 located at 12122 Western Ave., Garden Grove, CA, 92841.

6 27. According to GKN:

7 GKN Aerospace’s site at Garden Grove is the world’s leading provider of
8 military transparency systems and commercial aircraft transparencies.
9 The site offers a full range of capabilities for design, analysis, testing and
10 certification of military canopies, cockpit windows and passenger
11 windows. GKN Aerospace manufactures the world-leading F-35 canopy
12 from its Garden Grove facility, as well as transparencies for the Boeing
13 787 Dreamliner and 737, the Airbus A350, HondaJet and Bombardier C-
14 Series.⁵

15 28. To manufacture these aircraft canopies, windows, and other transparencies, GKN
16 manufactures acrylic plastics, also known as polymethyl methacrylate (PMMA).

17 29. To manufacture PMMA, GKN injects Methyl Methacrylate (MMA) into a mold along
18 with a catalyst. GKN then shapes the PMMA into the various aircraft transparencies.⁶

19 30. Accordingly, in its regular course of business, GKN purchases massive amounts of
20 MMA, which it stores at its Garden Grove facility.

21 **B. Methyl Methacrylate (MMA)**

22 31. MMA is a colorless, liquid chemical primarily used to manufacture acrylics and plastics
23 and has been deemed a “hazardous substance” by both regulatory authorities and industry experts.⁷

24 32. This designation is for good reasons. MMA presents significant health hazards.

25 33. Indeed, according to industry experts “the principal hazard of methacrylic acid is its
26 corrosivity to tissue and mucous membranes. Direct skin contact causes severe burns if the acid is not
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28 ³ *Locations*, GKN Aerospace, <https://www.gknaerospace.com/locations/>.

⁴ *United States – Locations*, GKN Aerospace, <https://www.gknaerospace.com/locations/americas/usa/>.

⁵ *Garden Grove, California Location* GKN Aerospace, <https://tinyurl.com/m6nmuyym>.

⁶ *See What is PMMA?*, Acme Plastics, <https://tinyurl.com/y88narm3>; *Aircraft Transparency Construction Materials and Applications*, Def. Sys. Info. Analysis Ctr., <https://tinyurl.com/3rjpmjm7>.

⁷ *See, e.g.,* N.J. Dep’t of Health, *Methyl Methacrylate Hazardous Substance Fact Sheet*, <https://tinyurl.com/5xfajk6t>; Environmental Protection Agency, *Methyl Methacrylate*, (updated January 2022), <https://tinyurl.com/y7sf8kd9>; *see also* Emily Baumgaertner Nunn, *What Is Methyl Methacrylate, the Chemical at the Center of the Crisis?*, N.Y. Times (May 22, 2026), <https://tinyurl.com/4fwnwa5j>.

1 immediately and thoroughly removed. Inflammatory symptoms and blister formation can appear as late
2 as 24 hours after exposure. However, tissue destruction occurs within the first few minutes.”⁸

3 34. Furthermore, “inhalation of high concentrations of methacrylic acid vapors or mists
4 causes burns of the respiratory tract and the possibility of delayed formation of pulmonary edema.
5 Inhalation of lower concentrations produces strong nasal irritation accompanied by lachrymation.”⁹

6 35. Even beyond skin and lung irritation, contact with MMA can affect multiple organs,
7 leading to long-term health effects.¹⁰ Exposure without the appropriate personal protection equipment
8 is dire and requires an exposed individual to seek immediate medical attention.¹¹

9 36. MMA also presents substantial physical and fire hazards due to its highly flammable and
10 volatile nature.

11 37. At ambient temperatures, MMA transforms from a liquid into a highly flammable
12 vapor.¹² Because this vapor has a high density—more than three times heavier than air—the vapor can
13 settle and pool in low-lying structures, residences, and communities.¹³

14 38. As a result, MMA vapors can travel well beyond the point of release and accumulate in
15 confined or poorly ventilated spaces. Accidental releases therefore create widespread and foreseeable
16 dangers to nearby persons and property.

17 39. Accordingly, it is incumbent on those storing MMA in bulk to abide by certain best
18 practices.

19 40. First, when storing bulk quantities of MMA, the storer must pay utmost attention to the
20 temperature at which it is stored, and “[a]ll efforts should be made for control within the prescribed
21 limits of 18-40°C (64-104°F).”¹⁴

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24 ⁸ Petrochemistry Eur., *Safe Handling Manual*, <https://tinyurl.com/4byb5xk9>.

⁹ *Id.*

25 ¹⁰ Denise Dador, *What Is Methyl Methacrylate? Chemical Inside Garden Grove Tank and Its Effects on
Humans, Animals*, ABC7 (May 22, 2026), <https://tinyurl.com/ymh5y63m>.

26 ¹¹ *Safety Data Sheet: Methyl Methacrylate*, Restek Corp., <https://tinyurl.com/5n95nk37>.

27 ¹² *NIOSH Pocket Guide to Chemical Hazards: Methyl Methacrylate*, Ctrs. for Disease Control &
Prevention, <https://www.cdc.gov/niosh/npg/npgd0426.html>.

28 ¹³ Frank Fire, *Chemical Data Notebook Series #97: Methyl Methacrylate*, Fire Eng’g (Sept. 1, 1994),
<https://tinyurl.com/2u5mj58a>.

¹⁴ *Safe Handling Manual*, Petrochemistry Eur., <https://tinyurl.com/4byb5xk9>.

1 41. Likewise, the storer must ensure that MMA is stored in a low design pressure (API
2 atmospheric tank) outfitted with a functional conservation valve.¹⁵

3 42. Additionally, tanks storing MMA should be outfitted with functioning valves through
4 which, if pressure rises uncontrollably, a neutralizing agent can be injected to prevent explosion or
5 spillage.¹⁶

6 43. GKN failed to abide by any of these best practices, thereby causing a catastrophic failure
7 of its MMA storage tanks on May 21, 2026.

8 **C. GKN's Repeated Failures to Follow Manufacturing Best Practices**

9 44. GKN's failure to abide by chemical manufacturing best practices should come as no
10 surprise, as GKN has a demonstrated and longstanding pattern of failing to abide by industry best
11 practices and regulatory requirements at its Garden Grove facility.

12 45. In 2018, the California Department of Industrial Relations penalized GKN after
13 inspecting the Garden Grove facility and determining that GKN failed to inspect or maintain all
14 machinery and equipment in service. Specifically, GKN fabricated and added unapproved modifications
15 to one of its fabrication machines and failed to use the appropriate coolants.¹⁷

16 46. Similarly, in 2021 the South Coast Air Quality Management District ("AQMG")—the
17 regional agency responsible for regulating Southern California's air quality—cited GKN for failing to
18 maintain required emission records for volatile organic compounds, which are gases emitted from paints,
19 coatings, and solvents.¹⁸

20 47. In the same inspection, the AQMG found that GKN had operated new equipment without
21 obtaining a permit, operated existing equipment that did not match the description in a permit, and
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24 ¹⁵ *Id.*

25 ¹⁶ Rong-Gong Lin II et al., *Why Is Orange County Chemical Tank Crisis So Hard to Fix?*, L.A. Times
(May 23, 2026), <https://www.latimes.com/california/story/2026-05-23/why-is-orange-county-chemical-tank-crisis-so-hard-to-fix>.

26 ¹⁷ Tony Saavedra, *Company at Center of Garden Grove Chemical Threat Paid Nearly \$1 Million to*
Settle 2021 Environmental Violations, Whittier Daily News (May 23, 2026),
27 <https://tinyurl.com/2r9y43bt>.

28 ¹⁸ Soumya Karlamangla, *How a Chemical Tank in Southern California Came to the Brink of Disaster*,
N.Y. Times (May 22, 2026), <https://tinyurl.com/mryxr6wc>.

1 modified permitted equipment without applying for a permit change, as required by the AQMD.¹⁹ The
2 agency assessed GKN a \$900,000 civil penalty.²⁰

3 48. Still GKN continued to transgress. In March 2025, regulators issued GKN two additional
4 notices to comply by submitting operating records and applying to register certain equipment.²¹

5 **D. GKN's Storage Tank Failure**

6 49. On May 21, 2026, a preventable industrial failure began to unfold at GKN's Garden
7 Grove facility—one that escalated over the course of hours into a full-scale public safety crisis.

8 50. At approximately 3:30 p.m., a large chemical storage tank at GKN's facility containing
9 approximately 6,000 to 7,000 gallons of MMA began to overheat and leak vapors. The tank was not
10 empty or inert; it held thousands of gallons of a substance that poses serious respiratory and health risks
11 and to ignite under relatively low temperature conditions.

12 51. From the outset, the condition of the tank reflected a dangerous loss of control. As
13 internal temperatures rose, pressure within the vessel increased, placing the tank in an unstable and
14 deteriorating condition.²² Emergency responders quickly determined that the tank's internal
15 environment was actively worsening and that critical safety mechanisms—specifically, a pressure-
16 release valve—were malfunctioning.²³ Without a functioning valve, the tank could not relieve pressure,
17 could not be safely accessed, and could not be stabilized through ordinary mitigation techniques,
18 including off-loading or chemical neutralization.²⁴

19 52. As the tank continued to heat and vent vapors, authorities warned that it could either
20 rupture and spill thousands of gallons of toxic chemicals or enter a thermal runaway condition—an
21 uncontrollable, self-accelerating chemical chain reaction causing an already overheated system to
22 generate even more heat—resulting in a catastrophic explosion.²⁵

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24 ¹⁹ Saavedra, *supra* n.17.

25 ²⁰ Saavedra, *supra* n.17.

26 ²¹ Saavedra, *supra* n.17.

27 ²² Danielle Smith & Jonathan Lloyd, *Garden Grove Toxic Chemical Tank Will Likely Leak or Explode, Fire Officials Say*, NBC L.A. (May 2026), <https://tinyurl.com/5n8axvfv>.

28 ²³ *Id.*

²⁴ *Id.*

²⁵ Bianca Buono & Niku Kazori, *'It Fails' Or 'It Blows Up': 2 Options Left for Toxic Chemical Leak in Garden Grove, Officials Say*, ABC7 (May 22, 2026), <https://tinyurl.com/ykhvn8rm>.

1 53. Orange County Fire Authority crews endeavored to cool off the tank, spraying it with
2 hoses in hopes of dropping the internal temperatures and relieving the pressure.²⁶



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12 *Figure 1: Firefighters Cooling Tank*

13 54. As Orange County Fire Authority Division Chief and Unified Incident Commander Craig
14 Covey explained, the crews raced to attempt to stabilize the tank by cooling and neutralizing the MMA
15 in hopes that the chemical would solidify, thereby decreasing the pressure.²⁷

16 55. The endeavors proved unsuccessful. Despite emergency responders' best efforts, officials
17 reported that the tank's internal temperature continued to rise over time, increasing by approximately
18 one degree per hour and reaching dangerous levels.²⁸

19 56. As explained by incident commander Covey on the evening of May 22:

20 We're doing our best to figure out when or how we can prevent [a
21 catastrophic leak or explosion]. There are literally two options left
22 remaining. One, the tank fails and spills a total of about 6,000 to 7,000
gallons of very bad chemicals into the parking lot in that area. Or two, the
tank goes into a thermal runaway and blows up.²⁹

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24 ²⁶ Taylor Romine, et al., *Officials Race to Cool Down Tank Containing Toxic Chemicals as 50,000*
25 *Residents Remain Under Evacuation Order in California*, CNN US (May 2026),
<https://tinyurl.com/2w3hv63c>.

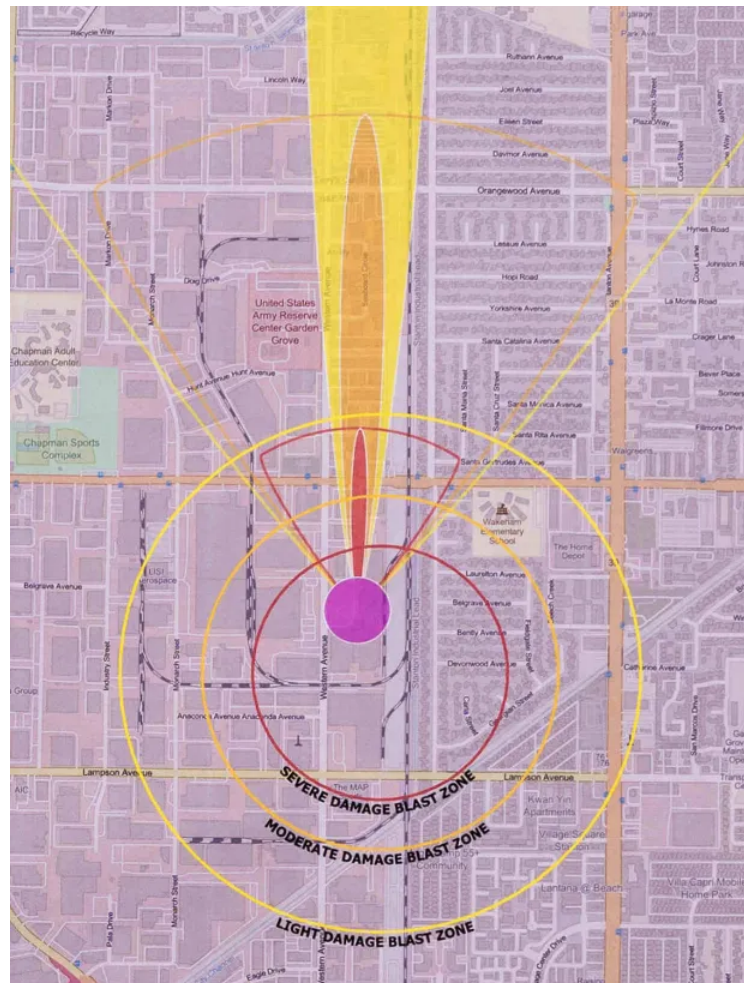
26 ²⁷ *Id.*

27 ²⁸ Austin Turner, et al., *California Gov. Nesom Declares State of Emergency for Orange County*
Chemical Leak as DA Launches Probe Into its Cause, CBS News (May 23, 2026),
<https://tinyurl.com/2mz45tjj>.

28 ²⁹ Will Conybeare, *Potentially Explosive Garden Grove Chemical Incident Continues to Evolve Sunday*,
KTLA (May 24, 2026), <https://tinyurl.com/3ujf4hyw>.

1 57. Incident commander Covey further explained: “[i]f you’ve ever seen videos of tank cars
2 on a railroad track blowing up—and that fireball it puts out—and it blows half the tank car half a mile
3 down the train track, that’s the incident potential we are dealing with if this suffers a catastrophic
4 failure.”³⁰

5 58. If an explosion were to occur, operational maps demonstrate that many businesses and
6 nearly 100 homes would face “severe damage,” while an additional 100 residences and an elementary



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23 *Figure 2: Damage Radius*

24 school would face “moderate damage” and, of course, any person within that range would likely be
25 killed or seriously injured.³¹

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27 ³⁰ Karlamangla, *supra* n.18.

28 ³¹ Sean Emery, *Map: Potential Garden Grove Tank Explosion Blast Zone Shows Where Homes, Businesses Could Be Damaged*, L.A. Daily News (May 23, 2026), <https://tinyurl.com/4s4capxj>.

1 59. Even beyond the blast radius, operational maps demonstrate a path of additional harm in
2 which “fires or flash fires” could be expected, alongside a release of a chemical at a concentration that
3 would pose serious risks to community health.³²

4 **E. Mandatory Evacuation of Orange County**

5 60. Beginning in the afternoon of Thursday, May 21, 2026, emergency authorities began
6 issuing evacuation orders in the area surrounding GKN’s facility.³³

7 61. Around 8:40 PM that same day, the evacuation orders were lifted because the response
8 teams believed the temperature inside the tank had fallen sufficiently and the greatest risk of danger had
9 passed.³⁴ Unfortunately, they were wrong.

10 62. At 6:30 AM on Friday, emergency management authorities ordered thousands of
11 residents to once again evacuate because failure was imminent.³⁵

12 63. The risk was real and immediate. “This thing is gonna fail, and we don’t know when,”
13 said incident commander Covey.³⁶

14 64. By Friday evening, Governor Newsom proclaimed a state of emergency in Orange
15 County, marshaling state resources to support the local government’s response to the crisis at GKN’s
16 facility.³⁷

17 65. The ordered evacuation affected 50,000 people and spanned a nine-square-mile area
18 across six cities—Garden Grove, Cypress, Stanton, Anaheim, Buena Park, and Westminster (the
19 “Evacuation Zone”).³⁸ These displaced community members were required to seek refuge in their cars
20 or in shelters opened to support residents, if space remained available.

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24 ³² *Id.*

25 ³³ Bianca Buono, et al., *Live Updates: Garden Grove Chemical Tank Emergency*, ABC7 (May 2026),
<https://tinyurl.com/5fmpdkv8>.

26 ³⁴ Chow, *supra* n.1.

27 ³⁵ *Id.*

28 ³⁶ *Id.*

³⁷ Press Release, Governor Gavin Newsom, Governor Newsom Proclaims State of Emergency in Orange
County in Response to Ongoing Chemical Incident in Garden Grove, Makes Additional Shelter Sites
Available, <https://tinyurl.com/fp9u26s>.

³⁸ Buono, *supra* n.33.

1 66. Community events, public roads, and local attractions were also forced to cancel or close.
2 The Garden Grove Unified School District has canceled all classes until further notice.³⁹ And resources
3 including a scheduled food bank distribution were forced to cancel.⁴⁰

4 67. In addition to evacuations and displacement, the community faced and continues to face
5 acute exposure risks associated with the release of, and potential further catastrophic release of, toxic
6 chemicals and an imminent explosion.⁴¹

7 68. Although the most recent public statements from on May 25, 2026, suggest that the risk
8 of a catastrophic explosion has decreased, authorities have acknowledged that a continuing risk of
9 explosion persists. Moreover, the continued risk of a slow, but no less catastrophic leak of MMA also
10 remains. Accordingly, evacuation orders remain in place, and residents within the evacuation zone,
11 including Plaintiffs, continue to be unable to safely return to their homes.

12 69. Tens of thousands of properties have been contaminated by the release of MMA, the
13 threat of further catastrophic release of MMA, and the threat of an imminent explosion.

14 70. Affected properties must be thoroughly cleaned to get rid of trace MMA including its
15 notoriously harsh, pungent, “fruity” odor including from porous materials like wood, fabric, carpet, and
16 drywall.

17 71. Moreover, because MMA is a powerful solvent, it dissolves, softens, and degrades
18 common household plastics and rubbers. It can permanently cloud acrylic glass and is highly reactive
19 and corrosive to other common household surfaces. Remediation, repair, and replacement of real
20 property, fixtures, and personal property touched by the leaking MMA will be necessary.

21 72. MMA is also highly toxic to plants. Exposure to MMA has and will continue to cause
22 irreparable harm to the land, landscaping, trees, and other foliage in the evacuation zone. Remediation
23 to control these harms will be necessary and extensive.

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26 _____
27 ³⁹ *Garden Grove Chemical Threat: 40,000 Evacuated as Overheated Tank Faces Explosion or Leak*,
FOX11 L.A. (May 2026), <https://tinyurl.com/ywkwfbcx>.

28 ⁴⁰ *Id.*

⁴¹ Meredith Deliso, et al., *Authorities Urgently Try to Stop California Chemical Tank Explosion; 50,000 Under Evacuation Orders*, ABC News (May 24, 2026), <https://tinyurl.com/2vh47c5f>.

1 **F. Plaintiffs’ Experiences**

2 73. Beginning on or about Thursday, May 21, 2026, Plaintiff **Diana Guadarrama** received
3 notice of a hazardous incident involving Defendants’ Facility. Initial communications—including an
4 Amber Alert and notices from Plaintiff Guadarrama’s apartment complex—warned of the situation but
5 did not immediately direct evacuation. On the following day, Friday, May 22, after receiving a formal
6 evacuation alert and hearing public announcements directing residents to evacuate, Plaintiff Guadarrama
7 left her home.

8 74. Since evacuating, Plaintiff Guadarrama has been displaced from her home and unable to
9 safely return. She initially secured temporary lodging at a hotel and is now currently residing with a
10 relative. As a result of the evacuation and ongoing conditions, Plaintiff Guadarrama has incurred and
11 continues to incur out-of-pocket expenses and other damages, including but not limited to: the cost of
12 temporary lodging, including hotel accommodations; increased food and living expenses, including
13 replacing recently purchased groceries that could not be used; the cost of purchasing clothing and
14 essential supplies that could not be retrieved at the time of evacuation; potential medical expenses
15 associated with evaluating and treating respiratory symptoms experienced by her family; and loss of the
16 use, enjoyment, and habitability of her residence.

17 75. Like other residents within the evacuation zone, Plaintiff Guadarrama’s home has
18 become temporarily unsafe, unusable, and unsuitable for normal residential occupancy.

19 76. Plaintiff Guadarrama has remained displaced from her home since approximately May
20 22, and continues to suffer damages as a result of Defendants’ conduct.

21 77. Beginning on or about Thursday, May 21, 2026, Plaintiff **Jip Kang** received notice of a
22 hazardous incident involving Defendants’ Facility. After receiving an Amber Alert text message advising
23 residents to evacuate, Plaintiff Kang evacuated his home on the morning of May 22, 2026.

24 78. Since evacuating, Plaintiff Kang has been displaced from his home and unable to safely
25 return. He initially secured temporary lodging at a hotel on Friday, May 22, the cost of which he paid
26 himself, and has since been residing with family in Anaheim, California. Finding shelter has been
27 difficult because Plaintiff Kang’s child has asthma and should not be lodged in close quarters with many
28 other people. As a result of the evacuation and ongoing conditions, Plaintiff Kang has incurred and

1 continues to incur out-of-pocket expenses and other damages, including but not limited to: the cost of
2 temporary lodging, including hotel accommodations; increased food and living expenses, including
3 meals purchased because his family has had to eat out; and the cost of paying family members for
4 lodging during this period of displacement.

5 79. Like other residents within the evacuation zone, Plaintiff Kang's home has become
6 temporarily unsafe, unusable, and unsuitable for normal residential occupancy.

7 80. Plaintiff Kang has remained displaced from his home since approximately May 22, and
8 continues to suffer damages as a result of Defendants' conduct.

9 81. Beginning on or about Thursday, May 21, 2026, Plaintiff **Eduardo Pateyro** received
10 notice of a hazardous incident involving Defendants' Facility. On that date, firefighters and law
11 enforcement officers entered Plaintiff Pateyro's neighborhood and instructed residents to evacuate. At
12 approximately 4:30 to 5:00 PM, Plaintiff was told to leave his home. Given the urgency of the situation,
13 Plaintiff and his family were not provided sufficient time to gather all necessary belongings before
14 evacuating.

15 82. Since evacuating, Plaintiff has been displaced from his home and unable to safely return.
16 He and his family have been staying with relatives and, while they have avoided hotel costs thus far,
17 have incurred other increased food costs associated with regularly eating meals outside the home.
18 Plaintiff has also suffered the loss of access to his residence, including the ability to rest comfortably
19 and maintain normal daily routines.

20 83. As a result of the evacuation and ongoing conditions, Plaintiff Pateyro has incurred and
21 continues to incur damages, including but not limited to: increased food and living expenses; the loss of
22 use and enjoyment of his home; disruption of this daily life and living conditions; and the inability to
23 access personal belongings left behind during the evacuation.

24 84. Like other residents within the evacuation zone, Plaintiff Pateyro's home has become
25 temporarily unsafe, unusable, and unsuitable for normal residential occupancy.

26 85. Plaintiff Pateyro has remained displaced from his home since approximately May 21,
27 2025 and continues to suffer damages as a result of Defendants' conduct.

1 92. Excluded from the above Class and Subclass are Defendants, including any entity in
2 which Defendants have a controlling interest, is a parent or subsidiary, or which is controlled by
3 Defendants, as well as the officers, directors, affiliates, legal representatives, heirs, predecessors,
4 successors, and assigns of Defendants. Also excluded are the judges and court personnel in this case and
5 any members of their immediate families

6 93. Collectively, members of the Evacuation Class are referred to as “Evacuation Class
7 Members” and members of the Property Damage Subclass are referred to as “Property Damage Subclass
8 Members.”

9 94. Plaintiffs reserve the right to amend the Class or Subclass definition if discovery and
10 further investigation reveal that the Class should be expanded or otherwise modified.

11 95. **Numerosity.** The members of the Class and Subclass are so numerous that the joinder of
12 all members is impractical. According to public information, approximately 50,000 people in the Orange
13 County community were under evacuation orders. While the exact number of Class Members is
14 unknown to Plaintiffs at this time, Plaintiffs believe that the Class includes thousands of members and
15 thousands of property owners. The disposition of the claims of Class Members in a single action will
16 provide substantial benefits to all parties and to the Court.

17 96. **Commonality.** There are questions of law and fact common to the Class and Subclass,
18 which predominate over any questions affecting only individual Class and Subclass Members. These
19 common questions of law and fact include, without limitation:

20 a. Whether Defendants breached their duty to exercise the utmost care and diligence
21 in the ownership, operation, management, supervision, inspection, maintenance, repair, and/or control
22 of their facility and the hazardous chemicals, so as to not cause harm to public property, the environment,
23 public resources, public health, and/or the comfortable use and enjoyment of life and liberty by the
24 public;

25 b. Whether Defendants acted unfairly and committed unfair business practices by
26 failing to implement reasonable practices concerning the safety of their facility and management of
27 hazardous chemicals;

1 c. Whether Defendants' negligence created a foreseeable risk of harm to those who
2 work, own property, reside, or otherwise are located around Defendants' facility;

3 d. Whether Plaintiffs in the Class and Subclass suffered an injury due to Defendants'
4 negligence and unfair business practices that prompted the evacuation orders;

5 e. Whether Defendants' breach was the legal and proximate cause of Plaintiffs'
6 damages;

7 f. Whether Defendants' acts or omissions as set forth herein have interfered with
8 Plaintiffs' property rights, privileges, and use and enjoyment of property so as to constitute a nuisance;

9 g. Whether Defendants were engaged in an extrahazardous and/or ultrahazardous
10 activity and/or intentionally, recklessly, and/or negligently caused an array of toxic substances, noise,
11 soot, ash, and/or dust to enter Plaintiffs' property;

12 h. Whether Defendants' activities in operating, controlling, managing, and/or
13 maintaining their facility and the hazardous chemicals located therein constitute an extrahazardous
14 and/or ultrahazardous and abnormally dangerous activity.

15 97. **Typicality.** Plaintiffs' claims are typical of those of other members of the Evacuation
16 Class and Property Owner Subclass. Specifically, all Plaintiffs and Evacuation Class Members suffered
17 injury and damages resulting from the mandatory evacuation orders that required them to vacate the
18 area where they resided in or were otherwise located. Additionally, the Plaintiffs who own property in
19 the evacuation area are typical of those Property Owner Subclass Members who had the value of their
20 property impaired by the significant threat and hazard caused by Defendants' negligence, unfair business
21 practices, and public nuisance.

22 98. **Adequacy of Representation.** All Plaintiffs will fairly and adequately represent and
23 protect the interests of the members of the Evacuation Class, and the Property Owner Plaintiffs will
24 fairly and vigorously represent the interests of the Property Owner Subclass Members. Plaintiffs have
25 retained competent counsel experienced in litigation of class actions, including actions relating to
26 chemical incidents, and Plaintiffs intend to prosecute this action vigorously. Plaintiffs' claims are typical
27 of the claims of other members of the Class and Subclass and Plaintiffs have the same non-conflicting
28

1 interests as the other Members of the Class and Subclass. The interest of the Class and Subclass will be
2 fairly and adequately represented by Plaintiffs and their counsel.

3 99. **Superiority of Class Action.** A class action is superior to other available methods for the
4 fair and efficient adjudication of this controversy since joinder of all the members of the Class is
5 impracticable, and questions of law and fact common to the class predominate over any questions
6 affecting only individual members of the class. Furthermore, the adjudication of this controversy
7 through a class action will avoid the possibility of inconsistent and potentially conflicting adjudication
8 of the asserted claims. There will be no difficulty in the management of this action as a class action.

9 100. Damages for any individual class member are likely insufficient to justify the cost of
10 individual litigation so that, in the absence of class treatment, Defendants' violations of law inflicting
11 substantial damages in the aggregate would go un-remedied.

12 **VI. CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **Negligence**

15 101. Plaintiffs reallege and incorporate the factual allegations set forth above.

16 102. Plaintiffs are informed and believe, and thereon allege, that at the time of the subject
17 incident, Defendants owned, operated, controlled, managed, and/or maintained the real property,
18 industrial facilities, equipment, piping, valves, appurtenances, and chemical storage systems located at
19 the Facility, as described above.

20 103. At all relevant times, Defendants stored, used, transferred, processed, and/or maintained
21 hazardous chemicals at the Facility, including but not limited to MMA, in one or more above-ground
22 storage tanks and related systems.

23 104. The storage, handling, and maintenance of hazardous chemicals in large quantities
24 created a high degree of risk of serious harm if tanks, valves, seals, lines, pressure-relief systems,
25 containment systems, monitoring systems, or associated equipment were not properly designed,
26 inspected, maintained, repaired, and operated.

27 105. At all relevant times, Defendants were required to exercise the utmost care and diligence
28 in the ownership, operation, management, supervision, inspection, maintenance, repair, and/or control

1 of the Facility, including the tank containing MMA and its valves, so as not to cause harm to public
2 property, the environment, public resources, public health, and/or the comfortable use and enjoyment of
3 life and liberty by the public.

4 106. That duty included, without limitation, duties to: properly inspect chemical tanks and
5 associated equipment; timely identify corrosion, degradation, leaks, over-pressurization risks, seal
6 failures, and other dangerous conditions; perform necessary maintenance and repairs; replace defective
7 or worn components; implement adequate leak-detection, secondary-containment, and emergency
8 shutoff systems; safely store hazardous chemicals; train personnel; comply with safety requirements;
9 and warn and protect nearby persons and property from unreasonable risks of harm.

10 107. Defendants breached their duties by, among other things, negligently owning, operating,
11 inspecting, maintaining, repairing, managing, monitoring, and controlling the tank system and
12 surrounding premises, so as to prevent overheating of the tank, uncontrolled release of MMA into the
13 air and the environment, and the potential explosion of the tank.

14 108. Defendants' negligence included, without limitation: (a) failing to adequately inspect the
15 tank and related equipment; (b) failing to discover and correct corrosion, deterioration, wear, or
16 structural weakness; (c) failing to timely repair or replace defective tank components, seals, lines, valves,
17 gauges, sensors, or alarms; (d) failing to implement adequate containment, ventilation, monitoring,
18 alarm, and shutdown systems; (e) failing to adopt and enforce adequate policies for hazardous materials
19 storage and leak prevention; (f) failing to properly supervise and train employees, agents, and
20 contractors; (g) storing hazardous chemicals in an unsafe manner and/or in unsafe quantities for the
21 location; (h) failing to warn nearby residents, workers, and the public of the danger; and (i) otherwise
22 failing to maintain and operate the Facility in a reasonably safe condition.

23 109. Defendants also breached their duty of reasonable care by, among other things, storing
24 and maintaining large quantities of hazardous chemical substances at the Facility in a densely populated
25 area, despite the foreseeable risk that any leak, release, fire, or explosion would endanger nearby
26 residents, businesses, and the surrounding community.

27 110. Defendants' conduct fell below the standard of care required of a reasonably careful
28 person or entity in similar circumstances.

1 111. Defendants further failed to comply with applicable federal, state, and local statutes,
2 regulations, ordinances, permits, safety requirements, industry standards, and internal safety protocols
3 governing hazardous materials storage, tank integrity, leak prevention, inspection, maintenance,
4 emergency planning, release reporting, and protection of the surrounding community.

5 112. Pursuant to California Evidence Code section 669 and applicable law, Defendants'
6 violation of such enactments gives rise to a presumption of negligence, except to the extent Defendants
7 can establish a valid excuse.

8 113. As a direct and proximate result of Defendants' breach of their duties, Plaintiffs and those
9 similarly situated were harmed. Defendants' breach of their duties was the direct and proximate cause
10 of the overheating of the MMA tank at the Facility and of the failure of the tank's valves, which caused
11 the release of hazardous substances and the interference with property rights of Plaintiffs.

12 114. As further direct and legal result of Defendants' breach of their duties, Plaintiffs have
13 suffered damages, including but not limited to, economic loss from evacuation-related expenses, lost
14 wages, disruption and inconvenience, exposure to hazardous conditions, and interference with property
15 rights.

16 115. Plaintiffs did not consent to Defendants' conduct, which has required Plaintiffs to
17 evacuate in order to avoid immediate harm. Plaintiffs have not been permitted to return to their homes
18 and businesses. Defendants' conduct has also created long-lasting and continuing harm.

19 116. The harms suffered by Plaintiffs were a direct, natural, and foreseeable consequence of
20 Defendants' conduct. Defendants knew or should have known that the failure to properly inspect,
21 maintain, repair, and monitor equipment used to store and handle hazardous chemicals created a
22 substantial risk of leaks, releases, fires, or explosions. Defendants further knew or should have known
23 that storing large quantities of such hazardous substances in a densely populated area would magnify
24 the consequences of any such failure, making widespread harm—including evacuation, displacement,
25 property damage, and economic loss to nearby residents and businesses—not only possible but likely.

26 117. Defendants knew or should have known of the dangerous condition of the chemical
27 tank(s) and related equipment, including because of one or more of the following: prior leaks, corrosion,
28 wear, inadequate maintenance, deferred repairs, alarm failures, inspection deficiencies, equipment age,

1 improper storage conditions, inadequate secondary containment, inadequate monitoring, and the well-
2 known hazardous properties of the chemicals being stored.

3 118. In light of these circumstances, the risk of a significant incident affecting the surrounding
4 community was plainly foreseeable, and the injuries alleged herein were the foreseeable result of
5 Defendants' acts and omissions.

6 SECOND CAUSE OF ACTION

7 Premises Liability

8 119. Plaintiffs reallege and incorporate the factual allegations set forth above.

9 120. At all relevant times, Defendants owned, leased, occupied, operated, maintained,
10 managed, and/or controlled the Facility, including the hazardous chemical tank system and related
11 equipment.

12 121. Defendants owed Plaintiffs and the Class a duty to use reasonable care in the ownership,
13 operation, inspection, maintenance, repair, and control of the Facility and to avoid exposing persons and
14 property to an unreasonable risk of harm.

15 122. The Facility was in a dangerous condition in that one or more chemical storage tanks and
16 associated systems were improperly maintained, inadequately inspected, defectively repaired,
17 insufficiently monitored, and/or otherwise unsafe, resulting in the release or threatened release of
18 hazardous chemicals.

19 123. This condition created a substantial and unreasonable risk of toxic exposure,
20 contamination, fire, explosion, evacuation, displacement, and other serious harm to persons and property
21 in the vicinity.

22 124. Defendants knew or, in the exercise of reasonable care, should have known of the
23 dangerous condition of the Facility, including because reasonable inspection, maintenance, and
24 monitoring would have revealed the condition and the risk of release of toxic chemicals and the failure
25 of the MMA tank.

26 125. Defendants had sufficient time to discover the dangerous condition and to repair, remedy,
27 contain, guard against, warn of, or otherwise prevent the harm.

1 126. Defendants negligently failed to inspect, maintain, repair, replace, monitor, contain, warn
2 of, and otherwise correct the dangerous condition.

3 127. Defendants further failed to comply with applicable safety requirements governing
4 hazardous chemical storage and tank integrity, which further rendered the Facility unsafe.

5 128. The failure to properly maintain a hazardous chemical tank at the Facility, especially in
6 or near a populated area, created a foreseeable risk of the type of harm suffered by Plaintiff and the
7 Class.

8 129. Defendants' negligence was a substantial factor in causing Plaintiff's and the Class's
9 injuries and damages.

10 130. As a direct and legal result of Defendants' conduct, Plaintiff and the Class suffered
11 damages according to proof.

12 **THIRD CAUSE OF ACTION**

13 **Private Nuisance, California Civil Code § 3479**

14 131. Plaintiffs reallege and incorporate the factual allegation set forth above.

15 132. At all relevant times, Plaintiffs owned, leased, occupied, possessed, and/or had the right
16 to use and enjoy real property (the "Property") located within the State of California.

17 133. Defendants' acts or omissions as set forth herein have interfered with Plaintiffs' property
18 rights, privileges, and use and enjoyment of property so as to constitute a nuisance.

19 134. Plaintiffs' interests in the use and enjoyment of their property was diminished by
20 Defendants' acts or omissions, which caused, among other things: the evacuation of Plaintiffs and all
21 others from the Evacuation Zone; inability to access, occupy, or use Plaintiffs' Property; the release of
22 hazardous and other substances into the air and onto Plaintiffs' Property; and exposure to noxious odors,
23 fumes, and/or safety risks.

24 135. The interference was of such a nature, duration, and severity that it would annoy, disturb,
25 and/or injure an ordinary reasonable person.

26 136. Plaintiffs did not consent to Defendants' actions as described herein.

27 137. Defendants' acts and omissions as alleged herein constitute an unreasonable interference
28 with the safety, peace, comfort, and convenience of the Plaintiffs and all others similarly situated.

1 138. Defendants' conduct in creating and/or permitting this condition was intentional and
2 unreasonable, or, alternatively, negligent, reckless, and/or the result of abnormally dangerous activities.

3 139. The condition created and maintained by Defendants was: injurious to health; offensive
4 and harmful to the senses; and an obstruction to the free use of property that interfered with the
5 comfortable enjoyment of life and property.

6 140. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and
7 continues to suffer harm, including but not limited to: loss of use and enjoyment of their Property;
8 diminution in the value of their Property; annoyance, discomfort, inconvenience, and disruption; and
9 other economic and non-economic damages according to proof.

10 141. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

11 142. The seriousness of the harm suffered by Plaintiffs outweighs any social utility of
12 Defendants' conduct.

13 143. Defendants were aware of the risks associated with their equipment, including the
14 likelihood of failure without proper inspection, maintenance, and repair, and knew that such failure could
15 result in the release of hazardous substances. Despite this knowledge, Defendants consciously failed to
16 take reasonable corrective action, including failing to repair or replace defective components and failing
17 to implement appropriate monitoring and safety systems, in conscious disregard of the foreseeable harm
18 to Plaintiffs.

19 144. Defendants further acted with conscious disregard by maintaining large quantities of
20 hazardous chemicals at a facility located in a densely populated area, where Defendants knew that any
21 release would likely result in widespread harm, including mass evacuations, displacement, property
22 damage, and exposure to toxic substances. The magnitude of the risk, coupled with Defendants' failure
23 to take reasonable steps to eliminate or reduce that risk, renders Defendants' conduct despicable and
24 warrants the imposition of punitive damages.

25 145. On information and belief, Defendants prioritized cost savings and operational efficiency
26 over safety by deferring maintenance, failing to upgrade aging equipment, and declining to implement
27 available safety measures that would have reduced the risk of a chemical release. This conscious
28

1 decision to place profits above the safety of the surrounding community constitutes despicable conduct
2 carried out in willful and conscious disregard of the rights and safety of others.

3 146. The foregoing conduct was authorized, ratified, and/or carried out by Defendants'
4 officers, directors, or managing agents within the meaning of California Civil Code Section 3294(b).

5 **FOURTH CAUSE OF ACTION**

6 **Public Nuisance, California Civil Code § 3480**

7 147. Plaintiffs incorporate the factual allegations set forth above.

8 148. Defendants created, caused, and/or permitted a condition to exist consisting of the
9 release, threatened release, storage, handling, and/or instability of hazardous chemicals and substances
10 that was: injurious to health; offensive to the senses; and/or an obstruction to the free use of property.

11 149. The condition described above affected a substantial number of people at the same time,
12 including residents, occupants, and members of the surrounding community and neighborhood.

13 150. The condition interfered with public rights, including but not limited to: the safe use and
14 enjoyment of homes and residential property; the use of public streets, infrastructure, and community
15 resources; and the public's right to health, safety, and comfort.

16 151. The condition was of such a nature that an ordinary reasonable person would be annoyed,
17 disturbed, and/or alarmed by its existence.

18 152. The seriousness of the harm to the public outweighs any social utility of Defendants'
19 conduct.

20 153. Plaintiffs have suffered harm that is different in kind, and not merely in degree, from that
21 suffered by the general public, including but not limited to: mandatory evacuation; interference with
22 Plaintiff's specific property; individualized loss of use and enjoyment of their Properties; and
23 particularized economic and non-economic damages.

24 154. Defendants' conduct was a substantial factor in causing Plaintiff's injuries.

25 155. Defendants' conduct was carried out with malice and oppression within the meaning of
26 California Civil Code section 3294, in that Defendants acted with conscious disregard of the rights and
27 safety of Plaintiffs and the surrounding community.

1 156. The foregoing conduct was authorized, ratified, and/or carried out by Defendants'
2 officers, directors, or managing agents within the meaning of section 3294(b).

3 **FIFTH CAUSE OF ACTION**

4 **Trespass**

5 157. Plaintiffs incorporate the factual allegations set forth above.

6 158. Defendants were engaged in an extrahazardous and/or ultrahazardous activity and
7 intentionally, recklessly, or negligently caused a physical invasion onto Plaintiffs' properties, including
8 but not limited to hazardous chemicals; toxic fumes, vapors, or particulate matter; and/or other physical
9 substances.

10 159. Plaintiffs did not give permission for this direct or indirect entry.

11 160. As a direct and proximate result of Defendants' conduct, Plaintiff suffered harm,
12 including: physical invasion of property; loss of use and enjoyment; property damage and/or
13 contamination; and related economic and non-economic damages.

14 161. An ordinary person of reasonable sensibility would reasonably be annoyed and/or
15 disturbed by the conditions created by Defendants.

16 162. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

17 163. Defendants' conduct was carried out with malice and oppression within the meaning of
18 California Civil Code section 3294, in that Defendants acted with conscious disregard of the rights and
19 safety of Plaintiffs and the surrounding community.

20 164. The foregoing conduct was authorized, ratified, and/or carried out by Defendants'
21 officers, directors, or managing agents within the meaning of section 3294(b).

22 **SIXTH CAUSE OF ACTION**

23 **Strict Liability–Extrahazardous and/or Ultrahazardous Activity**

24 165. Plaintiffs incorporate the factual allegations set forth above.

25 166. At all times relevant herein, Defendants' activities in operating, controlling, managing,
26 and/or maintaining the Facility, including the MMA tank, constitute an extrahazardous and/or
27 ultrahazardous and abnormally dangerous activity in that they: involve a high degree of risk of harm to
28 persons and property; create a likelihood that the harm resulting would be great; present risks that cannot

1 be eliminated through the exercise of reasonable care; are not matters of common usage; are
2 inappropriate to the location where they were conducted (including proximity to residential
3 communities); and have risks that outweigh any utility to the community.

4 167. As alleged herein, Plaintiffs were seriously harmed, as a direct result of Defendants'
5 extrahazardous and/or ultrahazardous and abnormally dangerous activities in operating and maintaining
6 the Facility.

7 168. Plaintiffs' harm, as outlined above, was the kind of harm that would be anticipated as a
8 result of the risk created by Defendants' extrahazardous and/or ultrahazardous and abnormally
9 dangerous activities, specifically the operation and maintenance of a facility with methyl methacrylate.

10 169. Defendants' extrahazardous and/or ultrahazardous and abnormally dangerous activities
11 resulted in a leak that emitted toxins into that air and was the direct cause of the evacuation that deprived
12 Plaintiffs of the enjoyment and use of their homes and their ability to operate businesses and work.

13 170. The harm caused by Defendants' activities is continuing and/or recurring in nature, and
14 unless abated is likely to continue to cause injury to Plaintiffs.

15 171. Defendants are strictly liable for Plaintiffs' injuries regardless of the level of care
16 exercised.

17 172. As a direct and legal cause of the wrongful acts herein set forth, Plaintiffs suffered
18 damages as described above in the preceding paragraphs.

19 **SEVENTH CAUSE OF ACTION**

20 **Unlawful Business Practice, Cal. Bus. & Prof. Code § 17200 et seq.**

21 173. Plaintiffs incorporate the factual allegations set forth above.

22 174. California's Unfair Competition Law ("UCL"), Business and Professions Code sections
23 17200 et seq., prohibits any "unlawful, unfair or fraudulent business act or practice."

24 175. Defendants have engaged in unlawful and/or unfair business acts and practices within
25 the meaning of the UCL by, among other things, owning, operating, maintaining, managing, and/or
26 controlling the Facility in a manner that caused or contributed to the release, leak, emission, discharge,
27 and/or threatened release of hazardous chemical substances, resulting in evacuation orders, shelter-in-
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1 place orders, road closures, business interruptions, and other harms to Plaintiffs and members of the
2 Class.

3 176. Defendants' conduct constitutes "unlawful" business acts or practices under Business and
4 Professions Code section 17200 because it violated, and continues to violate, underlying constitutional,
5 statutory, regulatory, and/or common-law duties, including but not limited to duties imposed by
6 California environmental, hazardous-materials, public-safety, and nuisance laws.

7 177. Defendants' unlawful conduct includes, without limitation: (a) failing to safely store,
8 contain, inspect, maintain, monitor, and/or operate hazardous chemicals and related equipment; (b)
9 failing to implement reasonable safety systems, mitigation measures, emergency protocols, and/or
10 release-prevention measures; (c) failing to exercise due care in the handling and management of
11 hazardous substances at the Facility; (d) creating, maintaining, and/or permitting conditions that
12 endangered the public and surrounding community and interfered with the comfortable enjoyment of
13 life or property; (e) violating applicable provisions of the California Health and Safety Code, California
14 Code of Regulations, local fire and safety codes, and other laws governing hazardous materials,
15 industrial safety, emergency preparedness, reporting, containment, and release prevention; and (f)
16 engaging in conduct constituting public and/or private nuisance under California law.

17 178. Each of the foregoing violations constitutes an independently actionable predicate
18 violation that may be borrowed and redressed through the UCL.

19 179. Defendants' acts and practices were also "unfair" within the meaning of the UCL.

20 180. Defendants' conduct offended established public policies embodied in California's
21 environmental protection, hazardous-materials management, workplace and community safety, and
22 nuisance laws.

23 181. Defendants' conduct was immoral, unethical, oppressive, unscrupulous, and substantially
24 injurious to Plaintiffs and the public because Defendants exposed nearby residents, workers, and
25 businesses to an unreasonable risk of chemical release, fire, explosion, toxic exposure, evacuation,
26 displacement, and property-related losses.

1 182. The gravity of the harm to Plaintiffs and the public far outweighs any utility associated
2 with Defendants' cost-cutting, inadequate maintenance, insufficient safety measures, failure to upgrade
3 aging equipment, and/or other acts or omissions that caused or contributed to the incident.

4 183. Defendants' conduct also caused substantial injury to consumers and members of the
5 public that they could not reasonably have avoided and that was not outweighed by any countervailing
6 benefits to consumers or competition.

7 184. As a direct and proximate result of Defendants' unfair competition, Plaintiffs suffered
8 injury in fact and lost money or property within the meaning of California Business and Professions
9 Code Section 17204.

10 185. Plaintiffs' economic injuries include, without limitation, out-of-pocket expenses for
11 emergency lodging, transportation, meals, medical evaluation, cleanup, and replacement of
12 contaminated or inaccessible property; lost wages and income; business interruption losses; and
13 diminution in the value, use, and/or enjoyment of their real and personal property.

14 186. These injuries were caused by Defendants' unlawful and/or unfair acts and practices as
15 alleged herein.

16 187. Defendants' misconduct is ongoing or there is a real and immediate threat that it will
17 recur unless enjoined by this Court. Plaintiffs and Class members lack an adequate remedy at law with
18 respect to the requested forward-looking relief because money damages alone will not ensure that
19 Defendants cease their unlawful and unfair practices, eliminate hazardous conditions, implement
20 appropriate safety reforms, and protect the surrounding community from future releases and
21 evacuations.

22 188. Pursuant to Business and Professions Code Sections 17203 and 17204, Plaintiffs seek
23 orders restoring to Plaintiffs and the Class money or property acquired or retained by Defendants by
24 means of their unfair competition, to the extent permitted by law.

25 189. Plaintiffs further seek public injunctive relief and such other equitable relief as the Court
26 deems proper, including but not limited to orders requiring Defendants to identify and abate hazardous
27 conditions, implement adequate inspection and maintenance protocols, improve containment and
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1 emergency shutdown systems, provide appropriate community warning and response measures, and
2 comply with all applicable hazardous-materials and public-safety requirements.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs individually and on behalf of all Class Members proposed in this
5 Complaint, respectfully request that the Court enter judgment in their favor and against Defendants as
6 follows:

7 a. For an Order certifying the Class, and appointing Plaintiffs and their Counsel to represent
8 the Class;

9 b. Awarding Plaintiffs actual damages, including remediation damages, loss of use
10 damages, diminution in value damages, evacuation/displacement damages, nuisance damages, and any
11 other compensatory and consequential damages, in an amount to be determined at trial;

12 c. Awarding Plaintiff general damages for fear, worry, annoyance, disturbance,
13 inconvenience, mental anguish, emotional distress, loss of quiet enjoyment of property, personal injury,
14 and for such other and further relief as the Court shall deem proper, all according to proof;

15 d. Awarding Plaintiff punitive damages;

16 e. Awarding Plaintiffs pre-judgment and post-judgment interest;

17 f. Awarding Plaintiffs such costs and disbursements as are incurred in prosecuting
18 this action, including reasonable attorneys' fees, as allowable by law; and

19 g. Granting Plaintiffs such other and further relief as this Court deems just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiffs demands a jury trial for all claims so triable.

22
23 **ZIMMERMAN REED LLP**

24 Date: May 25, 2026

By: /s/ Caleb Marker

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