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9 Attorneys for Plaintiff
10 Container Supply Company, Inc.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

11 CONTAINER SUPPLY COMPANY, INC. a
12 California corporation,

13 Plaintiff,

14 v.

15 GKN AEROSPACE TRANSPARENCY
16 SYSTEMS, INC.; GKN AEROSPACE
17 CAMARILLO, INC.; GKN AEROSPACE
18 CHEMTRONICS, INC.; and Does 1-20,
19 inclusive,

20 Defendants.

CASE NO. 30-2026-01575455-CU-NP-CJC

COMPLAINT FOR:

1. **PRIVATE NUISANCE;**
2. **PUBLIC NUISANCE; AND**
3. **NEGLIGENCE/GROSS NEGLIGENCE**

Assigned for All Purposes
Judge Thomas S McConville

21 Plaintiff Container Supply Company, Inc. alleges as follows:

22
23 1. Plaintiff Container Supply Company, Inc. (“CSC” and/or “Plaintiff”) is and at all
24 relevant times mentioned in this Complaint was a corporation organized and existing under the
25 laws of the State of California with its principal place of business in the County of Orange, State
26 of California.

27 2. CSC is informed and believes, and thereon alleges, that defendant GKN Aerospace
28 Transparency Systems, Inc. (“GKNA”) is and at all relevant times mentioned in this Complaint

1 was a corporation organized and existing under the laws of the State of California and doing
2 business in the State of California, County of Orange.

3 3. CSC is informed and believes, and thereon alleges, that defendant GKN Aerospace
4 Camarillo, Inc. (“GKNC”) is and at all relevant times mentioned in this Complaint was a
5 corporation organized and existing under the laws of the State of California and doing business in
6 the State of California, County of Orange.

7 4. CSC is informed and believes, and thereon alleges, that defendant GKN Aerospace
8 Chemtronics, Inc. (“GKNAC”, and collectively with GKNA and GNAC, “GKN Defendants”) is
9 and at all relevant times mentioned in this Complaint was a corporation organized and existing
10 under the laws of the State of California and doing business in the State of California, County of
11 Orange.

12 5. The true names and capacities, whether individual, corporate, associate or
13 otherwise, of defendants named herein as Does 1 through 20, inclusive, are unknown to Plaintiff,
14 who therefore sues such defendants by such fictitious names. Plaintiff will amend this Complaint
15 to show the true names and capacities of Does 1 through 20, inclusive, when such true names and
16 capacities are ascertained. Plaintiff is informed and believes, and thereon alleges that such
17 fictitiously named defendants were in some manner responsible for the acts and omissions alleged
18 herein and as a direct and proximate result thereof, incurred legal responsibility to Plaintiff for the
19 relief prayed for herein. The term “Defendants” hereinafter refers collectively to all named
20 defendants and Does.

21 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant,
22 whether named or unnamed, was the agent, servant, employee, alter ego, successor in interest,
23 and/or representative of each other defendant, and was, during the acts and omissions complained
24 of herein, acting within the course and scope of such agency, employment, representation,
25 successor in interest relationship, and/or alter ego relationship.

26 7. Upon information and belief Defendants, their subsidiaries and predecessors did
27 and do business in Garden Grove, California.

28 8. There is a unity of interest and ownership between Defendants, such that any

1 individuality and separateness between them has ceased, and each such entity is the alter ego of
2 each other entity.

3 9. The names of the other Defendants and/or their involvement in Plaintiff's situation
4 are unknown to Plaintiffs, who therefore sue such Defendant in this action by fictitious names,
5 identified as DOES 1-100. Each of the Defendants designated as a Doe is legally responsible in
6 some manner for the unlawful acts described above. Plaintiff will seek leave of the Court to
7 amend this complaint to reflect the true names and capacities of the Defendants designated as
8 Does 1-20 when their identities and/or involvement become known.

9 10. Each Defendant (including Does 1-20) was at all relevant times the co-conspirator,
10 employee, servant, partner, joint venturer, successor, assign, aider, and/or abettor of each other
11 Defendant with respect to the wrongful conduct alleged. Each was acting within the course and
12 scope of said conspiracy, agency, employment, unity of interest, and/or joint venture and with the
13 permission, knowledge, approval, ratification, and consent of each other, and each is responsible
14 and liable in some manner for the damages or injuries sustained or threatened to be sustained by
15 Plaintiff.

16 11. Whenever this complaint references acts of any Defendant or one of its unnamed
17 agents or co-conspirators, such allegation shall be deemed to mean the act of all other
18 Defendants, unless the reference is in a particular cause of action, and each of them acting,
19 individually, jointly, and severally.

20 12. Defendants aided and abetted each other in accomplishing the wrongful acts. In
21 doing so, Defendants acted with an awareness of their wrongdoing and realized that their conduct
22 would substantially assist the accomplishment of the wrongful schemes. Each Defendant
23 committed, conspired to commit, and/or ratified each of the acts and omissions alleged in this
24 complaint.

25 **INTRODUCTION**

26 13. Plaintiff brings this action against Defendants. GKN Aerospace's Garden Grove
27 facility ("Subject Facility") sits on 15.5 acres on Western Avenue in Garden Grove, CA, where it
28 designs, analyzes, tests and certifies military canopies, cockpit windows and passenger windows.

Defendants' negligent ownership, operation and maintenance of the Subject Facility has caused extremely unsafe conditions, including causing a failing tank of Methyl Methacrylate ("MMA"), to become a serious danger to the surrounding community, many of whom like Plaintiff have been forced to evacuate their businesses and workplaces. Plaintiff owns and operates manufacturing businesses and facilities located at 12571 Western Avenue, 7490 Lampson Avenue, 7382 Lampson Avenue and 12572 Monarch Street in Garden Grove, CA (collectively, "Plaintiff's Businesses"), all of four of which are a mere block from the Subject Facility. Plaintiff's Businesses were forcibly evacuated, damaged and harmed by the Defendants' chemical leak and failing tank, as further alleged herein.

VENUE

14. Venue in this Court is proper because the Subject Facility is located in the City of Garden Grove, County of Orange, State of California; the Defendants' tortious conduct occurred in the City of Garden Grove, County of Orange, State of California; and the damages sustained by Plaintiff and to Plaintiff's Businesses occurred in the City of Garden Grove, County of Orange, State of California.

GENERAL ALLEGATIONS

15. The GKN Defendants have been operating the Subject Facility since 1993. The Subject Facility designs, analyzes, tests, and certifies military canopies, cockpit windows, and passenger windows. The Subject Facility has undergone four inspections by the Occupational Safety and Health Administration since 2018, which resulted in 10 violations of safe workplace standards. In 2019, the California Department of Industrial Relations found that Defendants failed to ensure that all machinery and equipment in service were inspected or maintained as recommended by the manufacturer. South Coast Air Quality Management District (hereinafter "AQMD") inspected the Subject Facility in November 2020 and cited Defendants in 2021 for failing to maintain required emission records for volatile organic compounds, which included gases emitted from paints, coatings and solvents.

16. The inspection also found that Defendants had operated new equipment without obtaining a permit, operated existing equipment that did not match the description in a permit,

1 and modified permitted equipment without applying for a permit change, as required by the
2 AQMD. At that time, Defendants were using materials containing hexavalent chrome, a
3 dangerous carcinogen; using coatings containing toxic air contaminants; and exceeding facility-
4 wide volatile organic compound emissions. The plant was also found to have failed to conduct
5 portable analyzer tests, which are required to determine emissions of nitrogen oxides from
6 combustion equipment. Defendants paid approximately \$900,000 as part of the settlement for the
7 2021 violations.

8 17. In or around March 2025, AQMD issued additional notices to try and bring the
9 facility into legal compliance with AQMD's orders. On May 21, 2026, a chemical leak was
10 detected at the Subject Facility due to a failing tank. The tank contains approximately seven
11 thousand gallons of MMA, a highly toxic substance that can impact the respiratory system and
12 cause skin and eye irritation. MMA is also highly flammable. Starting on May 21, 2026, the
13 temperature rose about 1 degree per hour and reached over 90 degrees. Authorities initially
14 indicated that with increased pressure, the tank would either fail or explode.

15 18. Plaintiff's Businesses were forcibly evacuated on May 21, 2026 by City and
16 County Authorities as a direct and proximate result of the chemical leak at the Subject Facility,
17 which was determined to constitute an imminent threat of hazardous chemical exposure and/or
18 explosion. In so doing, the Orange County Fire Authority indicated that the Defendants' placed
19 its own firefighters and those in proximity of the Subject Facility – including CSC - in harm's
20 way.

21 19. Defendants acts and omissions proximately resulted in CSC's involuntary and
22 forced cessation of all business operations, thereby causing it to cancel hundreds of thousands of
23 dollars of work orders, incur a loss of inventory, lost profits, lost wages, payroll expense as a
24 result of its employees unable to work, loss of future income, loss of customers, damage to CSC's
25 business reputation, diminution in value and stigma damages.

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1 **FIRST CAUSE OF ACTION**

2 **(Private Nuisance Against All Defendants and Does 1-20, Inclusive)**

3 20. CSC re-alleges and incorporates by reference all allegations contained in paragraphs
4 1 through 19, inclusive, as though set forth herein.

5 21. The failing tank, currently leaking, which created the threat of an explosion, was
6 constructed, maintained, and/or operated by Defendants. Defendants' actions have obstructed
7 Plaintiff's use of their business and property so as to unreasonably interfere with its business and
8 comfortable enjoyment of life and/or property, including, but not limited to, causing Plaintiff's to
9 abandon and evacuate the Plaintiff's Businesses, thereby causing it to cancel hundreds of thousands
10 of dollars of work orders, incur a loss of inventory, lost profits, lost wages, payroll expense as a
11 result of its employees unable to work, loss of future income, loss of customers, damage to CSC's
12 business reputation, diminution in value and stigma damages.

13 22. Defendants owe and continue to owe a duty to Plaintiff to take positive action to
14 prevent and/or abate the interference with the public interest and/or the invasion of the private
15 interests of the Plaintiff.

16 23. By constructing, managing, and then failing to repair and/or maintain its facility
17 reasonably, Defendants have negligently created an unreasonable risk of foreseeable harm to
18 Plaintiff. As a foreseeable, direct, and proximate result of the foregoing conduct of Defendants,
19 Plaintiff suffered injuries and damages to the Plaintiff's Businesses, business and property as
20 alleged herein. The injuries and damages suffered by Plaintiff are specially injurious to itself as
21 compared with the general public. Defendants' substantial and unreasonable interference with
22 Plaintiff's use, and enjoyment of their business and property constitutes a nuisance for which
23 Defendants are liable to Plaintiff for all damages arising from such nuisance, including
24 compensatory, exemplary, injunctive, and punitive relief.

25 24. Defendants' actions were, and continue to be, intentional, willful, malicious and
26 made with a conscious disregard for the rights of Plaintiff, entitling Plaintiff to compensatory and
27 punitive damages, injunctive relief, and reasonable attorneys' fees.

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THIRD CAUSE OF ACTION

(Negligence/Gross Negligence As to All Defendants and Does 1-20, Inclusive)

30. CSC re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 29, inclusive, as though fully set forth herein.

31. Defendants negligently and improperly constructed, maintained, and/or operated the Subject Facility, causing the emission of noxious pollutants and air contaminants. After numerous citations from AQMD and other regulatory agencies, Defendants failed to comply with environmental regulations and industry standards.

32. As a direct and proximate result of Defendants' negligence and gross negligence in constructing, maintaining and/or operating the Subject Facility, Plaintiff was forced to abandon and evacuate the Plaintiff's Businesses, thereby causing it to cancel hundreds of thousands of dollars of work orders, incur a loss of inventory, lost profits, lost wages, payroll expense as a result of its employees unable to work, loss of future income, loss of customers, damage to CSC's business reputation, diminution in value and stigma damages

33. As further direct and proximate result of the foregoing conduct of Defendants, Plaintiff suffered damages to its property value as alleged herein.

34. The damages suffered by the Plaintiff were reasonably foreseeable by Defendants. By failing to properly construct, maintain and/or operate the Subject Facility, Defendants failed to exercise their duty of ordinary care and diligence. By failing to construct, maintain and/or operate the Subject Facility, Defendants have intentionally caused unsafe conditions in Garden Grove necessitating the evacuation of Plaintiff from its business location.

35. As a direct and proximate result of the failure of Defendants to exercise ordinary care, Plaintiff was forcibly evacuated from the business locations.

36. The conduct of Defendants in knowingly allowing conditions to exist which caused Plaintiff to be forced to evacuate from its property constitutes gross negligence as it demonstrated a substantial lack of concern for whether an injury resulted to Plaintiff.

37. Defendants' gross negligence was malicious and made with a conscious disregard for the rights and safety of Plaintiff, which entitles Plaintiff to an award of compensatory, exemplary, and punitive relief, along with reasonable attorneys' fees

PRAYER FOR RELIEF

Wherefore, CSC prays that the Court enter judgment in its favor and against Defendants for the following:

1. Judgment in favor of Plaintiff and against Defendants on all claims;
2. Injunctive relief against Defendants to prevent further harm to Plaintiff, including provisions for Defendants' remediation of the nuisance, ongoing monitoring of Plaintiff's business and property;
3. Compensatory and general damages to be proven at trial, but in any event, in excess of \$500,000.00, including diminution in value and stigma damages sustained to Plaintiff's Businesses;
4. An award of punitive and exemplary damages against Defendants;
5. An award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5; and any other appropriate source, and all other costs of suit;
6. An award of pre-judgment and post-interest; and
7. Any further relief the Court deems just and proper.

Dated: June 2, 2026

GREEN, STEEL & ALBRECHT, LLP

/s/ Scott R. Albrecht

By: Scott R. Albrecht
Attorneys for Plaintiff Container Supply Company