

1 Devin Bolton (State Bar No. 290037)

WEITZ & LUXENBERG, P.C.

2 1880 Century Park East, Suite 700

Los Angeles, CA 90067

3 Phone: (212) 558-5500

Fax: (212) 344-5461

4 dbolton@weitzlux.com

5 Diana Gjonaj (*pro hac vice* application forthcoming)

WEITZ & LUXENBERG, P.C.

6 3011 W. Grand Blvd, 24th Floor

Detroit, MI 48202

7 Phone: (313) 800-4167

Fax: (212) 344-5461

8 dgjonaj@weitzlux.com

Assigned for All Purposes:

Judge Melissa R. McCormick

Dept. CX105

9 *Attorneys for Plaintiffs*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ORANGE**

13 MICHELLE MARISCAL and JOSE CRUZ,
14 individually and on behalf of all others
similarly situated,

CASE NO. 30-2026-01572486-CU-TT-CXC

16 Plaintiffs,

**CLASS ACTION COMPLAINT FOR
DAMAGES**

17 vs.

18 GKN AEROSPACE TRANSPARENCY
19 SYSTEMS INC., a California Corporation;
20 MELROSE INDUSTRIES PLC, a Foreign
Corporation; DOES 1 through 100, inclusive.

1. Negligence
2. Private Nuisance
3. Public Nuisance
4. Strict Liability for Ultrahazardous Activities
5. Negligent Infliction of Emotional Distress

21 Defendants.

JURY TRIAL DEMANDED

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1 Plaintiffs Michelle Mariscal and Jose Cruz, on behalf of themselves and all others similarly
2 situated, bring this class action complaint against Defendants GKN Aerospace Transparency
3 Systems Inc., Melrose Industries, and Does 1–100. Upon personal knowledge and on the
4 investigation and information and belief of counsel, Plaintiffs allege the following:

5 **I. NATURE OF THE CASE**

6 1. On May 21, 2026, Defendant GKN Aerospace Transparency Systems Inc. (“GKN
7 Aerospace”) lost control of an aboveground chemical storage tank at its manufacturing facility
8 located at 12122 Western Avenue in Garden Grove, California (the “GKN Aerospace Facility” or
9 “Garden Grove Facility”). Defendant used three tanks, with a combined capacity of 40,000 gallons,
10 to store thousands of gallons of methyl methacrylate (“MMA”), a highly volatile, flammable, and
11 reactive chemical that carries a well-known risk of exothermic runaway polymerization, pressure
12 escalation, toxic vapor release, fire, and catastrophic tank failure if the system is not properly
13 designed, monitored, maintained, and controlled. As Defendants’ tank overheated and pressure
14 conditions escalated, emergency responders feared a catastrophic explosion and mass release of
15 hazardous chemicals and ordered 50,000 residents to evacuate. The crisis triggered widespread
16 emergency response measures, road closures, shelter and evacuation concerns, business disruptions,
17 and substantial fear and distress among residents and workers, many whom were forced to flee their
18 homes.

19 2. This incident was not an unavoidable accident or unforeseeable event, but rather the
20 foreseeable consequence of Defendants’ failure to implement and maintain adequate chemical
21 process safety systems, overpressure protection, temperature monitoring, inspection protocols,
22 maintenance procedures, integrity management practices, emergency planning, and other critical
23 safeguards required for the safe storage and handling of large quantities of MMA. Defendants knew
24 or should have known that MMA storage presents a recognized danger of uncontrolled
25 polymerization and thermal runaway, including the potential for rapidly escalating internal tank
26 pressure, vapor releases, fire, and explosion, particularly where proper inhibitor management,
27 venting systems, pressure-relief protections, and operational controls are inadequate, improperly
28 maintained, or allowed to fail.

1 3. As a direct and proximate results of Defendants’ conduct, Plaintiffs and members of
2 the surrounding community suffered evacuation, displacement, interference with the use and
3 enjoyment of their homes and businesses, exposure to noxious odors and hazardous substances,
4 emotional distress, economic loss, property damage, and other injuries and damages according to
5 proof.

6 **II. JURISDICTION AND VENUE**

7 4. This Court has jurisdiction pursuant to California Code of Civil Procedure §§ 395
8 and 395.5 because Defendant GKN Aerospace is headquartered in California and Defendants do
9 business in the County of Orange, California. Additionally, Plaintiffs’ damages exceed the
10 jurisdictional minimum for this Court.

11 5. Venue is proper in the County of Orange because Defendants are located and/or
12 perform business in this County, and a substantial part of the events, acts, omissions, and
13 transactions complained of herein occurred in and/or originated within Orange County.

14 6. This Court has personal jurisdiction over Defendant GKN Aerospace Transparency
15 Systems Inc. because GKN Aerospace is incorporated in California and maintains its principal place
16 of business at 12122 Western Avenue, Garden Grove, California.

17 7. This Court has personal jurisdiction over Defendant Melrose Industries plc pursuant
18 to California Code of Civil Procedure section 410.10. Melrose has purposefully directed activities
19 at California through the conduct alleged in Section III(C) below, including Melrose’s adoption and
20 imposition of Group-level health, safety, and environment governance over the Garden Grove
21 Facility; Melrose’s holding-out of the Garden Grove Facility’s F-35 canopy production as a
22 Melrose-level achievement; and Melrose’s consolidation of revenue from the Garden Grove
23 operations into Melrose plc’s consolidated income statement. Plaintiffs’ claims arise out of and
24 relate to those California-directed activities. The exercise of personal jurisdiction over Melrose is
25 reasonable.

26 8. The MMA storage tank failure and release at the Garden Grove Facility on May 21,
27 2026 is a single, discrete event that occurred at a single physical location within the State of
28 California, and all claims pleaded in this Complaint arise from that single event. All injuries alleged

1 were sustained in the State of California.

2 **III. THE PARTIES**

3 **A. Plaintiff**

4 9. Plaintiff Michelle Mariscal is a resident of Stanton, California, who lives in the
5 vicinity of the GKN Aerospace Facility. Ms. Mariscal was ordered by Orange County Fire Authority
6 to evacuate her residence on Friday, May 22, 2026.

7 10. Plaintiff Jose Cruz is a resident of Anaheim, California, who both lives and works in
8 the vicinity of the GKN Aerospace Facility. Mr. Cruz had to evacuate from his place of work on
9 Friday, May 22, 2026.

10 11. Plaintiffs are individuals and California residents who at all times relevant to this
11 action resided in the areas affected by the MMA storage tank failure at the GKN Aerospace Facility.

12 12. Plaintiffs have all suffered damage, loss and/or harm as a result of the MMA storage
13 tank failure at the GKN Aerospace Facility, specifically including, but not limited to, personal
14 injury, emotional distress, annoyance, inconvenience, and discomfort, harm to real and personal
15 property, loss of use and interference with the peaceful enjoyment of the property, and economic
16 loss.

17 **B. Defendants**

18 13. Defendant GKN Aerospace Transparency Systems Inc. (“GKN Aerospace”) is a
19 California corporation with its principal place of business in Garden Grove, California.

20 14. Defendant Melrose Industries PLC (“Melrose”) is a public limited company
21 organized under the laws of England and Wales, United Kingdom Companies House Company No.
22 09800044, with its registered office at 11th Floor, The Colmore Building, Colmore Circus
23 Queensway, Birmingham B4 6AT, United Kingdom. Melrose is publicly traded on the London
24 Stock Exchange under ticker symbol MRO. Melrose is the ultimate parent of GKN Aerospace.

25 15. DOES 1 through 100 are individuals and/or entities whose true names and capacities
26 are currently not known to Plaintiffs. DOES 1 through 100 are legally responsible and liable to
27 Plaintiffs to the extent of the liability of the named Defendants. Plaintiffs will seek leave of the
28

1 Court to amend this Complaint to reflect the true names and capacities of the Defendants designated
2 herein as DOES when such identities and capacities become known.

3 16. At all times herein mentioned, each of the Defendants was the agent, servant,
4 employee, joint venturer, partner and/or alter ego of each of the remaining Defendants named herein
5 and were at all times operating and acting within the purpose and scope of said agency, service,
6 employment, joint venture, partnership and/or alter ego. Each Defendant has rendered substantial
7 assistance and encouragement to the other Defendants, acting in concert knowing that its conduct
8 was wrongful and/or unlawful, and each Defendants has ratified and approved the acts of each of
9 the remaining Defendants.

10 **IV. FACTUAL BASIS FOR THE CLAIMS ASSERTED**

11 **A. Background**

12 17. Garden Grove is a densely populated and diverse Orange County community,
13 comprised of neighborhoods, schools, parks, churches, and small businesses existing alongside
14 commercial and industrial operations. Plaintiffs live in the vicinity of the GKN Aerospace Facility,
15 a fact that was well known to Defendants. It was at all times foreseeable that in the event of a release
16 of chemicals from Defendants' Facility, Plaintiffs would suffer harm, including personal injury and
17 property damage, due to their proximity to Defendants' Facility.

18 18. Defendant GKN Aerospace is one of the nation's leading manufacturers of aircraft
19 transparency systems and aerospace components, including military canopies, cockpit windows,
20 passenger windows, and advanced transparencies used in commercial and defense aircraft.¹
21 Defendants' design and manufacture these transparency systems at the GKN Aerospace Facility
22 located at 12122 Western Avenue in Garden Grove, California. Defendant GKN Aerospace has
23 owned and operated this facility for decades.

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27 ¹ GKN Aerospace website, [https://www.gknaerospace.com/markets-solutions/niche-](https://www.gknaerospace.com/markets-solutions/niche-technologies/transparencies/)
28 [technologies/transparencies/](https://www.gknaerospace.com/markets-solutions/niche-technologies/transparencies/) (last accessed May 25, 2026).

1 19. Aircraft transparencies, including windows and canopies, are commonly
2 manufactured using stretched sheet materials composed of polymethyl methacrylate (“PMMA”),
3 polycarbonate, glass, or a combination thereof.²

4 20. PMMA is a synthetic, acrylic polymer known by brand names such as Plexiglas®
5 and Lucite®.³ It is produced using methyl methacrylate (“MMA”) and an initiator through
6 polymerization, a chemical process where small molecules combine to form large molecules.⁴ Upon
7 information and belief, these materials are mixed, poured into a mold, and cured in specialized
8 ovens.

9 21. MMA is a highly volatile, flammable, and reactive chemical that carries a dangerous
10 and well-known risk of runaway polymerization. Polymerization of MMA is an exothermic
11 chemical reaction capable of generating substantial heat, vapor, and pressure. Runaway
12 polymerization occurs when MMA starts rapidly reacting with itself, generating increasing amounts
13 of heat and pressure in a self-accelerating cycle. It is a dangerous chain reaction that can result in
14 chemical release, catastrophic tank failure, fire, and/or explosion.⁵

15 22. These hazards are well known within the chemical and aircraft transparency
16 manufacturing industries and are extensively documented in material safety data sheets and
17 chemical process safety guidance applicable to the storage and handling of bulk MMA.

18
19 ² US Department of Transportation Federal Aviation Administration, Advisory Circular on
20 Windows and Windshields, AC No. 25.775-1, 2023, available at
21 https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_25_775-1.pdf; Defense
22 Systems Information Analysis Center (DSIAC), *Department of Defense (DOD) and Commercial
Aircraft Transparency Construction, Materials, and Applications*, 2018, available at
[https://dsiac.dtic.mil/technical-inquiries/notable/aircraft-transparency-construction-materials-and-
applications/](https://dsiac.dtic.mil/technical-inquiries/notable/aircraft-transparency-construction-materials-and-applications/) (last accessed May 25, 2026).

23 ³ *Id.*

24 ⁴ Cui, et al., *Probe into effect of the initiator on the thermal runaway hazards of methyl
methacrylate bulk polymerization*, J. Loss Prev. Process Ind., 83 (2023) 105074, 2.

25 ⁵ Methacrylate Producers Association, Inc. (MPA) and Methacrylates Sector Group of the
26 European Chemical Industry Council (CEFIC), *Methacrylate Esters: Safe Handling Manual*
27 (2019), available at [https://www.dow.com/en-us/document-
viewer.html?randomVar=827447954441048533&docPath=/content/dam/dcc/documents/745/745-
00140-01-mpa-methacrylic-esters-safe-handling-guide.pdf](https://www.dow.com/en-us/document-viewer.html?randomVar=827447954441048533&docPath=/content/dam/dcc/documents/745/745-00140-01-mpa-methacrylic-esters-safe-handling-guide.pdf); Cui, et al., J. Loss Prev. Process Ind.,
28 at 2.

1 23. In addition to being highly reactive and flammable, exposure to MMA is known to
2 cause irritation of the skin, eyes, nose, throat, and/or lungs. Respiratory symptoms following acute
3 exposure can include chest tightness, dyspnea, coughing, and wheezing.⁶

4 24. According to the Methacrylate Producers Association (MPA) and Methacrylates
5 Sector Group of the European Chemistry Council (CEFIC), to prevent unintended polymerization,
6 MMA is stabilized using a combination of dissolved oxygen and inhibitor additives. The amount of
7 inhibitor needed to reduce the risk of unintended polymerization depends on the climate and length
8 of storage.⁷

9 25. The main causes of unintended MMA polymerization are known and identified in
10 industry safety literature; they include: (a) inhibitor depletion caused by high temperatures; (b)
11 inhibitor depletion caused by long storage duration; (c) destabilization caused by lack of oxygen;
12 (d) reaction initiated by corrosion products; and (e) reactions initiated by other contaminants.⁸

13 26. Because of the catastrophic hazards associated with handling and storing MMA,
14 there exist well-established industry standards, engineering controls, and safety practices designed
15 to reduce the risk of uncontrolled polymerization, loss of containment, and resulting harm to people
16 and property. These safeguards include, but are not limited to, temperature monitoring systems and
17 alarms, properly functioning pressure-relief and emergency venting systems, access to shortstop
18 inhibitors, emergency response plans, risk assessment and mitigation plans, corrosion control, and
19 adequate inspection and maintenance protocols.⁹

20 27. On information and belief, Defendant GKN Aerospace uses MMA to fabricate
21 aircraft transparencies, which it stores onsite in a tank farm at the Garden Grove Facility.
22 Defendants' MMA storage tank farm consists of three tanks: two with 15,000-gallon storage

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24 ⁶ National Institutes of Health PubChem Profile on Methyl Methacrylate,
<https://pubchem.ncbi.nlm.nih.gov/compound/Methyl-Methacrylate> (last accessed May 25, 2026).

25 ⁷ Methacrylate Producers Association, Inc. (MPA) and Methacrylates Sector Group of the
26 European Chemical Industry Council (CEFIC), *Methacrylate Esters: Safe Handling Manual*
(2019), at 24.

27 ⁸ *Id.* at 24-26.

28 ⁹ *Id.* at 30, 40-45.

1 capacity and one with 10,000-gallon storage capacity. On information and belief, Defendants'
2 storage tanks were installed prior to 1980, and have remained substantially unchanged since.

3 28. As a condition of permits issued by the South Coast Air Quality Management District
4 (“SCAQMD”) regulating air emissions from the Garden Grove Facility, Defendants were required
5 to properly install, operate, and maintain the MMA storage tanks and associated equipment, to keep
6 those tanks and equipment in good operating condition at all times, to comply with SCAQMD Rule
7 402 (which prohibits the discharge of air contaminants causing nuisance or annoyance to a
8 considerable number of persons), and to operate the Facility in compliance with all permit
9 conditions. Plaintiffs are informed and believe and thereon allege, and will establish through public
10 records and through discovery, that the permit history governing the GKN Aerospace Facility
11 includes specific conditions on storage tank integrity, leak prevention, vapor control, and emergency
12 reporting that were breached or violated in connection with the May 21, 2026 MMA storage tank
13 failure and release.

14 29. Because MMA is and has been integral to Defendants' business for decades,
15 Defendants knew or should have known: (1) of the risk of unintended polymerization associated
16 with the bulk storage, handling, transfer, and processing of MMA, and (2) that a consequence of
17 unintended polymerization is catastrophic tank failure and loss of containment. Defendants also
18 knew or should have known that mitigating this foreseeable danger required not only routine
19 inspections and maintenance, but also adequate and operational safety systems and emergency
20 response plans.

21 30. On information and belief, Defendants had long been aware of the unsafe and/or
22 vulnerable condition of its MMA storage tanks, which posed a probable serious risk of harm or
23 injury to its employees and the surrounding community in the event of unintended polymerization.
24 Yet despite the knowledge of Defendants' officers, directors or managing agents of the probable
25 dangerous consequences of a storage tank failure, on information and belief, Defendants deliberately
26 chose to neglect routine inspections, delay maintenance and repairs, and/or avoid installing an
27 adequate safety system for the sole purpose of improving the company's financial performance.

1 31. At all relevant times, Defendants were subject to mandatory statutory and regulatory
2 duties governing the storage, handling, and operation of bulk methyl methacrylate at the Garden
3 Grove Facility, including: (a) California Health & Safety Code Section 41700, which prohibits the
4 discharge from any source of quantities of air contaminants or other material that cause injury,
5 detriment, nuisance, or annoyance to any considerable number of persons or to the public, or that
6 endanger the comfort, repose, health, or safety of any of those persons or the public; (b) South Coast
7 Air Quality Management District Rule 402, which prohibits the discharge of air contaminants in
8 quantities that cause injury, detriment, nuisance, or annoyance to any considerable number of
9 persons or to the public; and (c) California Health & Safety Code sections 25500–25520, the
10 California Hazardous Materials Business Plan program, which requires businesses handling
11 hazardous materials at or above threshold quantities (including the bulk MMA stored at the Garden
12 Grove Facility) to establish, implement, and maintain a Hazardous Materials Business Plan,
13 maintain a current inventory of hazardous materials, and develop and maintain emergency-response
14 procedures. These statutes and regulations were adopted to protect the public and any considerable
15 number of persons (including Plaintiffs and Class Members) against the discharge of air
16 contaminants, the unplanned release of hazardous materials, and the consequent injuries to the
17 health, safety, comfort, and property of the surrounding community. Plaintiffs and Class Members
18 are within the class of persons each of these statutes and regulations was adopted to protect.

19 32. At all relevant times, Defendants knew or should have known that the safe storage
20 and handling of bulk MMA required compliance with established industry standards, including, but
21 not limited to, the industry-recognized good engineering practices for the safe handling and bulk
22 storage of methyl methacrylate published by the Methacrylate Producers Association (“MPA”) and
23 the Methacrylates Sector Group of the European Chemical Industry Council (“CEFIC”), which sets
24 out specific guidance on inhibitor management, dissolved-oxygen control, and polymerization
25 prevention. Compliance with these standards required, at minimum: (a) internal temperature
26 measurement instruments with continuous readout and alarm capabilities; (b) a short stopping
27 system for the remote injection of a neutralizing agent; (c) properly maintained pressure relief
28 devices with routine inspections for polymer blockage; (d) functioning valves capable of being

1 accessed to off-load or neutralize the tank contents in an emergency; and (e) adequate emergency
2 response procedures.

3 33. Upon information and belief, Defendants failed to comply with these industry
4 standards by, including but not limited to: (a) failing to maintain a continuous temperature
5 monitoring system; (b) failing to maintain an adequate cooling system; (c) failing to maintain a
6 functioning tank valve; (d) failing to have a pre-installed short stopping system capable of delivering
7 a neutralizing agent immediately after the reaction was discovered; and (e) failing to implement
8 adequate emergency response procedures.

9 **B. The Inevitable MMA Storage Tank Failure**

10 34. On the afternoon of Thursday, May 21, 2026, GKN Aerospace employees contacted
11 the local fire department to report an exothermic reaction in one of its storage tanks at the GKN
12 Aerospace Facility. The employee told the California Office of Emergency Services Warning Center
13 (“Cal OES”) that “the storage tank began to bulge, and fumes released for approximately 5 minutes”
14 before they activated the manual fire suppression system.

15 35. At approximately 3:30 p.m., first responders with the Orange County Fire Authority
16 (“OCFA”) arrived at the GKN Aerospace Facility and determined that an industrial storage tank
17 containing approximately 6,000 to 7,000 gallons of methyl methacrylate (“MMA”), a volatile, toxic,
18 and highly flammable liquid, was overheating inside and “off-gassing” from the tank. Fire crews
19 sprayed the exterior of the tank with water to cool its contents.

20 36. Approximately four hours after arriving at the Facility, OCFA determined that the
21 temperature inside the tank was still rising and issued initial mandatory evacuation orders for a
22 three-mile radius around the facility. The initial evacuation order was lifted at approximately 8:00
23 p.m. Thursday evening, but road closures closest to the Facility remained in place.

24 37. During the evening hours, conditions continued to deteriorate as the temperature
25 inside Defendants’ tank continued to rise and it was discovered that a valve on the tank that was
26 needed to mitigate the crisis was damaged and “gummed up.” OCFA used a department drone to
27 continually check the temperature of the tank because, on information and belief, Defendants did
28 not have a remote temperature monitoring system installed at its tank farm.

1 38. On Friday, May 22, 2026, at around 9:00 a.m., OCFA reissued evacuation orders to
2 approximately 40,000 nearby residents because, as OCFA Division Chief Craig Covey explained,
3 the conditions left two options: "One, the tank fails and spills a total of about 6,000 to 7,000 gallons
4 of very bad chemicals into the parking lot in that area, or two, the tank goes into a thermal runaway
5 and blows up, affecting the tanks that are around them that have fuel or the chemicals in them as
6 well." The Garden Grove Police Department conducted reverse 911 calls and posted on social media
7 urging residents to evacuate.

8 39. Alongside the mandatory evacuation, twelve schools in the Garden Grove Unified
9 School District were also closed on Friday. Three of the twelve schools, Alamitos Intermediate,
10 Lawrence Elementary and Wakeham Elementary, will remain closed through May 27th, the end of
11 the school year, due to the ongoing tank containment efforts.

12 40. On Friday evening, May 22, 2026, the Freedom Hall shelter in Fountain Valley
13 reached capacity while the American Red Cross worked to open additional shelter facilities.

14 41. During the overnight hours of Friday, May 22, into Saturday, May 23, 2026, OCFA
15 sent a crew inside the tank farm to read the failing tank's internal temperature gauge. It was
16 discovered that the internal temperature of the tank had risen from 77°F to 90°F and was continuing
17 to climb at approximately one degree per hour.

18 42. At approximately 12:00 p.m. on Saturday, May 23, 2026, Governor Gavin Newsom
19 declared a state of emergency for Orange County. The proclamation directed Cal OES and all state
20 government agencies to support Orange County and impacted local jurisdictions to address the tank
21 crisis.

22 43. That same afternoon, the evacuated population was revised upward to approximately
23 50,000 residents across Garden Grove, Stanton, Cypress, West Anaheim, Buena Park, and
24 Westminster. Two of the four operational emergency shelters reached capacity.

25 44. In late hours of Saturday, May 23, 2026, OCFA sent a team onsite to visually inspect
26 the tank for the first time. The team identified a crack in the tank, which OCFA stated could
27 potentially be relieving some of the internal pressure. On information and belief, the crack in the
28 tank also caused the release of MMA and other harmful substances into public and residential areas,

1 causing personal injury and harm to real property. The physical injuries and impact to real property
2 were corroborated by unpleasant odors, and acute eye, nose, and throat irritation symptoms in
3 residents.

4 45. By Sunday, May 24, 2026, the internal temperature of the tank had reached at least
5 100°F, which was the maximum reading capacity of Defendant GKN Aerospace's internal
6 temperature gauge, leaving authorities unable to determine the precise internal temperature.

7 46. On Sunday, May 24, 2026, the Governor's Office reported that more than 785 first
8 responders and emergency personnel had been deployed to Orange County, supporting around-the-
9 clock public safety, evacuations, traffic management, sheltering operations, environmental
10 monitoring, and community assistance efforts.

11 47. On the morning of Monday, May 25, 2026, Interim Fire Chief TJ McGovern and
12 Incident Commander Division Chief Craig Covey announced that the threat of a Boiling Liquid
13 Expanding Vapor Explosion ("BLEVE") at the GKN Aerospace Facility had been eliminated. Chief
14 McGovern stressed, however, that the crisis was "not over." OCFA explained that the temperature
15 inside the tank was still elevated at 93°F, the risk of a smaller-scale rupture, vapor release, or
16 contained explosion remained, and that the MMA remaining inside Defendants' storage tank had
17 not yet been off-loaded or neutralized.

18 48. Also on Monday, May 25, 2026, Governor Newsom announced that President
19 Donald Trump had approved California's request for a Presidential Emergency Declaration in
20 support of the ongoing emergency response to the MMA tank crisis. The Declaration authorizes the
21 Federal Emergency Management Agency (FEMA) to provide federal assistance to impacted
22 residents.

23 49. Effective Monday, May 25, 2026, at 6 p.m., OCFA reduced the evacuation zone to
24 reflect the decreased risk of a massive explosion. Approximately 16,000 residents remained under
25 mandatory evacuation until further notice.

26 50. Despite what was currently viewed by officials as a reduced risk of a massive
27 explosion, both emergency officials and Governor Newsom stressed that significant public health
28

1 and environmental risks remain. Thousands of residents remained displaced from their homes, and
2 many more were and are in fear over their health and safety and the safety of the community.

3 51. On Tuesday, May 26, 2026, at approximately 7:30 p.m., OCFA lifted evacuation
4 orders for all residents. Road closures continue and officials have set an “exclusion zone” to allow
5 hazardous materials teams to continue monitoring the tank.

6 52. The OCFA’s mandatory evacuation orders, the closure of Garden Grove Unified
7 School District campuses, the suspension of commercial operations across the evacuation zone, and
8 the public-safety response described in the foregoing paragraphs were the direct and proximate
9 consequence of Defendants’ loss of control over the MMA storage tank at the GKN Aerospace
10 Facility. The evacuation orders, school closures, and business disruption would not have been issued
11 or required but for Defendants’ conduct. Defendants’ conduct was a substantial factor in producing
12 the public-safety threat that compelled the official emergency response and in producing the
13 consequential damages to Plaintiffs and the surrounding community.

14 **C. Plaintiffs’ Experience**

15 ***Plaintiff Michelle Mariscal***

16 53. Plaintiff Michelle Mariscal is, and at all relevant times was, a resident of Stanton,
17 California. She resides with her parents in a home located in the vicinity of the GKN Aerospace
18 Facility.

19 54. On Friday, May 22, 2026, Plaintiff and her parents received emergency text alerts
20 directing them to evacuate their home. The messages were immediately followed by emergency
21 responders arriving at her door, advising them of the need to evacuate right away. While outside,
22 Plaintiff and her family observed a misty, vapor-like cloud at Defendants’ facility. Plaintiff also
23 experienced a distinct, musty odor outside her home. She and her parents have pre-existing
24 respiratory conditions and grew fearful that exposure to emissions from the GKN Aerospace Facility
25 was going to trigger respiratory distress. Plaintiff and her mother experience lightheadedness both
26 during and immediately following the evacuation.

27 55. She and her family first took refuge in a public parking lot to figure out what they
28 should do and where they should go. They stayed the night at a hotel in Anaheim, paying \$160.00,

1 which was the lowest cost option in the area. Unfortunately, the hotel did not have space the
2 following day, and they were forced to find lodging elsewhere. Plaintiff and her family were
3 displaced from their home from Friday, May 22, 2026 to Wednesday, May 27, 2026, and incurred
4 substantial out-of-pocket expenses for temporary lodging. She was also deprived of the use, comfort,
5 and quiet enjoyment of her home.

6 ***Plaintiff Jose Cruz***

7 56. Plaintiff Jose Cruz is, and at all relevant times was, a resident of Anaheim,
8 California. He resides in the vicinity of the GKN Aerospace Facility.

9 57. Mr. Cruz was under a mandatory evacuation order from Friday, May 22, 2026 though
10 Tuesday, May 26, 2026. The evacuation started while he was at work, when his employer was told
11 the store had to close. His residence also fell within the mandatory evacuation zone set Friday, and
12 it is within the reduced evacuation zone set Monday, May 25, 2026. During this time, he incurred
13 substantial out-of-pocket expenses for temporary lodging. He was also deprived of the use, comfort,
14 and quiet enjoyment of his residence.

15 **D. Corporate Structure and Basis for Defendants' Joint Liability**

16 ***1. The GKN Aerospace corporate chain***

17 58. Melrose is, in its own words, "a multi-technology manufacturer of high-quality
18 precision-engineered components and assemblies" operating "[t]hrough our business, GKN
19 Aerospace."

20 59. Melrose has no operating business other than GKN Aerospace. In March 2023,
21 Melrose completed the demerger of its automotive and powder metallurgy operations. Since that
22 demerger, GKN Aerospace has been Melrose's sole operating business.

23 60. Melrose acquired GKN plc, the predecessor parent of the GKN Aerospace business,
24 in April 2018 following a £8.1 billion hostile takeover offer that GKN's shareholders accepted on
25 March 29, 2018, and UK Government clearance. Operations at the Garden Grove Facility at 12122
26 Western Avenue have been part of the Melrose corporate group continuously since April 2018.¹⁰

27 _____
28 ¹⁰ Melrose Industries plc, Annual Report 2018; GKN plc Form 425 filings with the U.S. Securities
and Exchange Commission, available at <https://www.sec.gov/cgi-bin/browse->

1 61. Melrose describes itself as “a focused aerospace and defence company.”¹¹

2 ***2. Common officers, directors, and shared registered office***

3 62. Peter Dilnot serves simultaneously as the Chief Executive Officer of Melrose
4 Industries plc and as the Chief Executive Officer of GKN Aerospace. The Melrose Industries plc
5 “Leadership” page and the GKN Aerospace “Executive Committee” page each identify Mr. Dilnot
6 as the Chief Executive Officer of the respective entity. Mr. Dilnot is one individual holding both
7 Chief Executive Officer titles concurrently, not a single individual who has moved between roles.

8 63. Matthew Gregory served as Chief Financial Officer of Melrose Industries plc
9 through May 5, 2026, and previously served as Chief Financial Officer of GKN Aerospace. UK
10 Companies House records establish that Mr. Gregory simultaneously served as a director of GKN
11 Aerospace Services Limited (UK Company No. 00355922) from September 19, 2022 through May
12 5, 2026, holding the Melrose plc Chief Financial Officer title and the GKN Aerospace United
13 Kingdom intermediate-holding-entity directorship concurrently.

14 64. Effective May 5, 2026, Ross McCluskey assumed the position of Chief Financial
15 Officer of Melrose Industries plc and, simultaneously, the position of Chief Financial Officer of
16 GKN Aerospace. The Melrose Industries plc “Leadership” page and the GKN Aerospace “Executive
17 Committee” page each identify Mr. McCluskey as the Chief Financial Officer of the respective
18 entity. Mr. McCluskey, like Mr. Dilnot, is one individual holding both Chief Financial Officer titles
19 concurrently.

20 65. The “Leadership” team published on the Melrose Industries plc website and the
21 “Executive Committee” published on the GKN Aerospace website are identical. As of the filing of
22 this Complaint, both rosters identify the same ten individuals: Peter Dilnot (Chief Executive
23 Officer), Ross McCluskey (Chief Financial Officer), Warren Fernandez (Group General Counsel
24 and Company Secretary), Joakim Andersson (President Engines), John Pritchard (President Civil
25 Airframe), Shawn Black (President Defence), Amanda Nelson (Chief Human Resources Officer),

26 _____
[edgar?action=getcompany&CIK=0000800566](https://www.edgar.com/SEC/edgar?action=getcompany&CIK=0000800566).

27 ¹¹ Melrose Industries plc, 2025 Audited Final Results, dated 27 February 2026, available at
28 <https://www.melroseplc.net/media/5oujl04m/melrose-plc-rns-2025.pdf>

1 Russ Dunn (Chief Technology Officer), Nathalie Ferretti (Interim Chief of Staff), and Lilit
2 Mughalyan (Chief of Staff). There is no separate Melrose Industries plc senior management team
3 and no separate GKN Aerospace senior management team; the same ten individuals hold their
4 named senior management roles at both entities concurrently. Prior published rosters of the GKN
5 Aerospace senior management team identified David Paja (former Chief Executive Officer of GKN
6 Aerospace), Gwen Rouy-Poirier (former Chief Financial Officer of GKN Aerospace), Julie Smyth
7 (former General Counsel of Legal, Risk and Compliance for GKN Aerospace), Holly Clarke (former
8 Head of Legal, Defense for GKN Aerospace), and Brian Clary (former Chief Financial Officer of
9 the GKN Aerospace Defense division), each of whom held one or more named senior management
10 positions in the GKN Aerospace operating chain prior to the current roster.¹²

11 66. UK Companies House records and related public corporate records establish that
12 Garry Elliot Barnes, Jonathon Colin Fyfe Crawford, and Geoffrey Damien Morgan have served as
13 directors of Melrose Industries plc and simultaneously as directors of GKN Aerospace Services
14 Limited (UK Company No. 00355922), and Plaintiffs are informed and believe and thereon allege
15 that the same three individuals served on the board of GKN Aerospace US Holdings LLC through
16 at least October 2020. Three common directors across the parent and the intermediate United
17 Kingdom and United States holding entities is evidence of integrated board-level management of
18 the GKN Aerospace corporate chain.

19 67. Melrose Industries plc (UK Company No. 09800044) and GKN Aerospace Services
20 Limited (UK Company No. 00355922) share the same registered office address: 11th Floor, The
21 Colmore Building, Colmore Circus Queensway, Birmingham B4 6AT, United Kingdom. The shared
22 registered office address is independently confirmed by the UK Companies House register entries
23 for both companies and is evidence that Melrose and the GKN Aerospace operating chain are
24 administered as a single corporate enterprise at the same physical location.

25
26 ¹² GKN Aerospace, Executive Leadership page (last accessed May 25, 2026), available at
27 <https://www.gknaerospace.com/about-us/executive-leadership/>; Melrose Industries plc, Board and
28 Leadership page (last accessed May 25, 2026), available at
<https://www.melroseplc.net/governance/board-leadership/>.

1 68. On October 16, 2025, in a press release published on the GKN Aerospace website,
2 Melrose announced the appointment of Amanda Nelson as Chief Human Resources Officer. The
3 press release begins: “Melrose Industries PLC, which operates as GKN Aerospace, has announced
4 that Amanda Nelson will join the business as Chief Human Resources Officer.” Mr. Dilnot is quoted
5 in his Melrose capacity speaking on behalf of the GKN Aerospace business. The appointment was
6 made by Melrose and announced by Melrose, not by any GKN Aerospace operating entity.¹³

7 ***3. Centralization of corporate functions and Melrose’s direct involvement at the GKN***
8 ***Aerospace Garden Grove Facility***

9 69. Melrose centralizes the corporate functions of the GKN Aerospace business at the
10 Melrose plc level, including health, safety and environment, legal, finance, human resources, and
11 quality.

12 70. Melrose maintains a single Code of Ethics that applies to all employees of Melrose
13 and of each GKN Aerospace operating entity, including GKN Aerospace. The Code of Ethics is
14 reviewed and updated by the Melrose Group Company Secretariat and approved by the Melrose
15 Board.¹⁴

16 71. Melrose maintains a single Group Health, Safety and Environment Policy applicable
17 to all GKN Aerospace operating sites, including the Garden Grove Facility. Melrose’s own
18 published disclosures admit that the Melrose officers hold ultimate responsibility for the Health,
19 Safety and Environment policy governing all GKN Aerospace operations.

20 72. Melrose’s own published disclosures admit that the Melrose Chief Executive Officer
21 is “[t]he highest management position accountable for health and safety” across all GKN Aerospace
22 operations, including the Garden Grove Facility.¹⁵

23 _____
24 ¹³GKN Aerospace press release, “Melrose strengthens executive team with new CHRO,” dated
25 October 16, 2025, published on the GKN Aerospace website, available at
<https://www.gknaerospace.com/news-insights/news/melrose-strengthens-executive-team-with-new-chro/>.

26 ¹⁴Melrose Industries plc, Sustainability Report 2024, available at
27 https://www.melroseplc.net/media/3nufhkh1/melrose_sustainability_report_2024.pdf.

28 ¹⁵Melrose Industries plc, Sustainability Report 2024, available at
https://www.melroseplc.net/media/3nufhkh1/melrose_sustainability_report_2024.pdf.

1 73. Melrose’s own published disclosures establish that a Group-level Senior Vice
2 President of Safety and Corporate Compliance, reporting to the Melrose Chief Executive Officer,
3 discharges day-to-day responsibility for health-and-safety governance across all GKN Aerospace
4 operations.

5 74. Melrose imposes Group-wide health-and-safety standards on all GKN Aerospace
6 operating sites, including the Garden Grove Facility.

7 75. Melrose imposes the GKN Aerospace Environment Standard (2023) on all GKN
8 Aerospace operating sites, including the Garden Grove Facility. That Standard sets minimum
9 requirements for chemical and hazardous-materials handling and for submission of annual
10 regulatory returns.¹⁶

11 76. Melrose conducts a Corporate Health and Safety internal audit program that audits
12 operations at the Garden Grove Facility against the Melrose Group safety standards. Melrose Group
13 Health, Safety and Environment Directors validate, on a monthly basis, the health-and-safety
14 metrics reported by the Garden Grove Facility.

15 77. Melrose collects, on a quarterly basis, the Group-wide health-and-safety key
16 performance indicators, including Major Accident Frequency, Lost Time Accident Frequency, and
17 Accident Severity Rate, covering all GKN Aerospace operating sites including the Garden Grove
18 Facility. Those indicators are reported quarterly to the Melrose Board.

19 78. Melrose has expressly committed to direct parent-level intervention in serious
20 incidents at operating sites. The Sustainability Report 2024 states that “in the unfortunate
21 circumstance of a very serious incident, the Melrose senior management team will engage directly
22 with the relevant divisional executive management team and report any actions taken directly to the
23 Board.”

24 79. Melrose imposes its “Brilliant Basics” lean operating model on all GKN Aerospace
25 sites, cascading operating metrics including “safety, quality, delivery, inventory and productivity”
26

27 _____
28 ¹⁶Melrose Industries plc, Sustainability Report 2024, at 17, available at
https://www.melroseplc.net/media/3nufhkh1/melrose_sustainability_report_2024.pdf.

1 from the shop floor “up through every management layer to the boardroom.” Plaintiffs are informed
2 and believe and thereon allege that Melrose received, through its quarterly Group Major Accident
3 Frequency reporting and through the operation of the “Brilliant Basics” Safety-Quality-Delivery-
4 Inventory-Productivity metric cascade, real-time and trend data regarding chemical-handling
5 incidents, near misses, and Cal/OSHA citation activity at the Garden Grove Facility prior to May
6 21, 2026.¹⁷

7 *4. Consolidated treasury and financial reporting*

8 80. Melrose reports the financial results of GKN Aerospace and of all other Group
9 entities on a consolidated basis at the Melrose plc level.

10 81. Plaintiffs are informed and believe and thereon allege, based on Melrose’s
11 consolidated financial-reporting model and on the absence of separately reported operating-entity
12 financial data, that Group treasury, cash management, intercompany lending, refinancing, and debt-
13 issuance activities are conducted at the Melrose plc level on behalf of GKN Aerospace operating
14 entities, including the Garden Grove Facility.

15 82. Melrose’s 2025 Half-Year Results, dated August 1, 2025, reports Group net debt and
16 Group-level dividend and refinancing decisions without reference to separate operating-entity
17 financial planning.¹⁸

18 83. Plaintiffs are informed and believe and thereon allege that GKN Aerospace North
19 America Inc., a Delaware corporation with its principal office in Irving, Texas, identified by Melrose
20 as the United States headquarters of the GKN Aerospace business, receives all revenues from the
21 United States GKN Aerospace operating subsidiaries, including, on information and belief, the
22

23 ¹⁷Melrose Industries plc, Annual Report 2024, available at
24 https://www.melroseplc.net/media/i32ndact/melrose_ar24.pdf.

25 ¹⁸Melrose Industries plc, 2025 Half-Year Results, dated 1 August 2025, available at
26 [https://www.melroseplc.net/media/aaupr1hr/melrose-2025-half-year-results-announcement-](https://www.melroseplc.net/media/aaupr1hr/melrose-2025-half-year-results-announcement-final.pdf)
27 [final.pdf](https://www.melroseplc.net/media/5tynk1kc/hy2025-results-presentation-final.pdf); accompanying 2025 Half-Year Results Presentation, dated 1 August 2025, available at
28 <https://www.melroseplc.net/media/5tynk1kc/hy2025-results-presentation-final.pdf>; 2025 Half-
Year Results Transcript, dated 1 August 2025, available at
[https://www.melroseplc.net/media/wxefq0tp/melrose-2025-half-year-results-1-august-2025-](https://www.melroseplc.net/media/wxefq0tp/melrose-2025-half-year-results-1-august-2025-transcript.pdf)
transcript.pdf.

1 Garden Grove Facility, and in turn distributes funds to those operating subsidiaries on terms set by
2 Melrose. As a structural consequence, the United States operating subsidiaries hold little or no cash
3 and are dependent on continued upstream transfers from GKN Aerospace North America Inc. for
4 ongoing operation.

5 ***5. Holding out as a single enterprise***

6 84. Melrose holds out the operations at the Garden Grove Facility as its own. Melrose's
7 2024 Audited Final Results highlighted "over £100 million of customer investment to double our F-
8 35 canopy production capacity in Garden Grove, California." Melrose's 2025 Audited Final Results
9 reported that "[o]ur Garden Grove facility in the USA achieved a number of production milestones,
10 as well as moving the project to double F-35 canopy production into the execution phase." Plaintiffs
11 are informed and believe and thereon allege that the £100 million F-35 canopy expansion at Garden
12 Grove was approved, funded, and overseen at the Melrose plc level, and that the financial returns
13 from that expansion accrue to Melrose's consolidated income statement.^{19,20}

14 85. In March 2025, Mr. Dilnot, in his capacity as Chief Executive Officer of Melrose
15 Industries plc, personally announced in Melrose's 2024 Audited Final Results that Melrose had
16 "secur[ed] over £100 million of customer investment to double our F-35 canopy production capacity
17 in Garden Grove, California." The Garden Grove F-35 canopy expansion was, by Melrose's own
18 attribution, approved and announced at the Melrose plc Chief Executive Officer level.

19 86. By Melrose's own admission, since the implementation of its "One Aerospace"
20 transformation, individual GKN Aerospace manufacturing sites (including the Garden Grove
21

22 ¹⁹Melrose Industries plc, 2024 Audited Final Results, at 5, available at
<https://www.melroseplc.net/media/mvepvccp/melrose-plc-rns-2024-final-05032025.pdf>; Melrose
23 Industries plc, 2025 Audited Final Results, at 6, 10, available at
24 <https://www.melroseplc.net/media/5oujl04m/melrose-plc-rns-2025.pdf>.

25 ²⁰Melrose Industries plc, 2025 Annual Report, dated 23 March 2026 (the most recent annual report
published prior to the filing of this Complaint, 28.17 MB), available at
26 <https://www.melroseplc.net/media/qc0eu5o1/melrose-annual-report25.pdf>; accompanying RNS
announcement dated 23 March 2026, available at
27 <https://www.melroseplc.net/media/qfnf3dmd/rns-annual-report-and-notice-of-annual-general-meeting.pdf>; full Melrose Industries plc results, reports and presentations page, available at
28 <https://www.melroseplc.net/investors/results-reports-and-presentations/>.

1 Facility) no longer operate as separate companies and are instead, in Melrose’s words, “fully
2 integrated, one face to customers and suppliers.”²¹

3 ***6. Inequitable result***

4 87. The May 21, 2026 MMA storage tank failure and release will produce damages of a
5 magnitude that is established by the public record: more than 50,000 residents ordered to evacuate
6 across six Orange County municipalities; closure of multiple Garden Grove Unified School District
7 campuses; suspension of commercial operations across the evacuation zone; a state of emergency
8 declared by Governor Gavin Newsom for Orange County on May 23, 2026; a criminal investigation
9 opened by the Orange County District Attorney; and contingent property, personal injury, and
10 business-interruption claims that may exceed any reasonable estimate of GKN Aerospace’s stand-
11 alone resources.

12 88. Plaintiffs are informed and believe and thereon allege that GKN Aerospace lacks
13 resources sufficient to satisfy a judgment of that magnitude. According to publicly available U.S.
14 Government federal-contracting records, as of the trailing twelve-month window ending May 25,
15 2026, USASpending reports net direct federal contract obligations to GKN Aerospace Transparency
16 Systems Inc. of negative \$697,304 across 16 transactions, all awarded by the U.S. Department of
17 Defense through the Defense Logistics Agency under Product Service Code 1560 (Airframe
18 Structural Components). USASpending categorizes GKN Aerospace as “Foreign Owned.” While
19 the F-35 canopy revenue stream flows substantially through Lockheed Martin Corporation as prime
20 contractor (and is reported only at the Melrose plc consolidated level), the limited direct federal
21 contracting record for GKN Aerospace, combined with the absence of publicly available stand-alone
22 financial statements for GKN Aerospace, supports the inference that GKN Aerospace’s stand-alone
23 resources are inadequate to satisfy a judgment arising from the May 21, 2026 MMA storage tank
24 failure.²²

25 _____
26 ²¹ Melrose Industries plc, GKN Aerospace Capital Markets Day Presentation, dated 8 June 2022,
available at <https://www.melroseplc.net/media/lmwlcgh2/cmd-gkn-aerospace-june-2022.pdf>.

27 ²²U.S. Government federal contract data for GKN Aerospace Transparency Systems Inc.,
USASpending.gov, Recipient Profile UEI PJF3H5DP5FF9 (Legacy DUNS 009578162), pulled
28 May 25, 2026, available at <https://www.usaspending.gov/recipient/f4d06916-a4dd-8b36-5f86->

89. Melrose has reported and continues to report GKN Aerospace Garden Grove Facility's operations and financial results as Melrose's own. Permitting Melrose to retain the consolidated benefit of those operations while leaving Plaintiffs to seek recovery only from the operating subsidiary that publicly identifies as an instrument of Melrose would sanction a fraud and promote injustice.

90. Plaintiffs are informed and believe and thereon allege that Melrose has structured and maintained the GKN Aerospace corporate chain in a manner designed to capture for Melrose plc the financial benefits of California-located operations at the Garden Grove Facility while insulating Melrose plc from the operational liabilities of those operations. The pattern of corporate housekeeping among the GKN Aerospace California-registered entities, the use of intermediate United Kingdom and United States holding entities through which GKN Aerospace is held, the recordation of intercompany security interests, and the public-facing unitary “operates as GKN Aerospace” identification, taken together, reflect a structural strategy designed to channel the financial return of California-located operations upward to Melrose plc while structurally limiting the liability exposure of any individual operating subsidiary.

7. Joint and several liability

91. Each Defendant is jointly and severally liable with each other Defendant, and with the DOE Defendants, for the acts, omissions, harms, and damages alleged in this Complaint. The May 21, 2026 MMA storage tank failure and release at the Garden Grove Facility, the displacement of more than 50,000 residents across six Orange County municipalities, the closure of Garden Grove Unified School District campuses, the suspension of commercial operations across the evacuation zone, the property damage and contamination, the personal-injury exposures, the lost income constitute a single, indivisible harm to a single, identifiable community caused by the joint and unified conduct of the Defendants.

92. Defendants acted in concert with one another in the operation, oversight, governance, audit, and management of the Garden Grove Facility and of the bulk storage of MMA at that Facility;

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1 ratified each other's conduct; and acted as principals, agents, alter egos, single-enterprise members,
2 and direct operators of one another, all as alleged above. As a result, each Defendant is jointly and
3 severally liable for the entirety of the harm alleged in this Complaint.

4 93. To the extent that any portion of Plaintiffs' damages constitutes non-economic
5 damages within the meaning of Civil Code section 1431.2, Plaintiffs allege that each Defendant
6 bears the maximum apportioned share of fault that may be imposed under that section consistent
7 with the conduct alleged in this Complaint, and Plaintiffs expressly reserve the right to plead and
8 prove the apportionment of fault among Defendants as the evidence may require.

9 **V. CLASS ACTION ALLEGATIONS**

10 94. Plaintiffs bring this case as a class action pursuant to California Code of Civil
11 Procedure Section 382.

12 95. Plaintiffs define the class as follows:

13 All natural persons who, on May 21, 2026, resided at a residential address located within the
14 evacuation zone designated by the Orange County Fire Authority in response to the
15 emergency at the GKN Aerospace Facility at 12122 Western Avenue, Garden Grove,
16 California, and who were ordered to evacuate their residences as a result.

17 Excluded from the class set forth above are: (a) Defendants, any entity or division in which
18 Defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and
19 successors; (b) the Judge, Magistrate Judge, and other judicial officer to whom this case is assigned
20 and such Judges' staff, and members of their family; (c) any class counsel or their immediate family
21 members; and (d) the legal representatives, successors, and assigns of any such excluded persons.

22 96. Plaintiffs reserve the right to amend the class definition set forth above if discovery
23 and/or further investigation reveals that any class should be expanded, divided into subclasses or
24 modified in any way.

25 97. This action should be maintained as a class action under C.C.P. Section 382 as it
26 satisfies the class action prerequisites of numerosity, commonality, typicality, and adequacy
27 because:
28

1 98. Numerosity: Class Members are so numerous that joinder of all members is
2 impracticable. Upon information and belief, there are tens of thousands of individuals in the Class
3 as described above who have been damaged by Defendants' conduct.

4 99. Commonality: A well-defined community of interest in the questions of law or fact
5 involving and affecting all members of the Class exists, and common questions of law or fact are
6 substantially similar and predominate over questions that may affect only individual Class members.
7 This action is amenable to a class-wide calculation of damages through expert testimony applicable
8 to anyone in the Class. The questions of law and fact common to Plaintiffs and the Class members
9 include, among others, the following:

10 98.1 Whether Defendants were negligent in their construction, maintenance, and
11 operation of the tanks at the GKN Aerospace Facility;

12 98.2 Whether Defendants owed any duties to Class Members;

13 98.3 Whether Defendants breached one or more duties to Class Members;

14 98.4 Whether Defendants' actions or inactions were a substantial factor in causing
15 harm to Class Members;

16 98.5 Whether Defendants have engaged in an ultra-hazardous activity;

17 98.6 Whether Defendants violated any California Statutes or federal statutes or
18 regulations;

19 98.7 Whether Defendants knew or should have known of the risk of harm to Class
20 Members caused by their conduct;

21 98.8 What is the proper measure of damages incurred by the Class Members.
22

23 100. Typicality: Plaintiffs are members of the Class. Plaintiffs' claims are typical of the
24 claims of each Class Member in that every member of the Class was harmed by Defendants'
25 conduct. Plaintiffs are entitled to relief under the same causes of action as the other Class Members.

26 101. Adequacy: Plaintiffs are adequate Class representatives because their interests do not
27 conflict with the interests of the Class Members they seek to represent, they have a strong interest
28 in vindicating their rights and the rights of the Class, they have retained counsel competent and

1 experienced in complex class action litigation, and counsel intends to vigorously prosecute this
2 action and has the financial resources to do so. Neither Plaintiffs nor their counsel have interests
3 adverse to the classes.

4 102. Predominance: The common issues of law and fact identified above predominate
5 over any other questions that may affect only individual members of the Class. The facts and the
6 legal theories regarding Defendants' wrongful conduct are substantially the same for Plaintiffs and
7 all of the Class members.

8 103. Superiority: A class action is superior to the other available methods for the fair and
9 efficient adjudication of this controversy because:

10 102.1 The joinder of thousands of individual Class Members is impracticable,
11 cumbersome, unduly burdensome, and a waste of judicial and/or litigation
12 resources;

13 102.2 The individual claims of the Class Members may be relatively modest
14 compared with the expense of litigating the claims, thereby making it
15 impracticable, unduly burdensome, and expensive – if not totally impossible
16 – to justify individual actions;

17 102.3 When Defendants' liability has been adjudicated, all Class Members' claims
18 can be determined by the Court and administered efficiently in a manner far
19 less burdensome and expensive than if it were attempted through filing,
20 discovery, and trial of all individual cases;

21 102.4 This class action will promote orderly, efficient, expeditious, and appropriate
22 adjudication and administration of Class claims;

23 102.5 Plaintiffs know of no difficulty to be encountered in the management of this
24 action that would preclude its maintenance as a class action;

25 102.6 This class action will assure uniformity of decisions among Class Members;

26 102.7 The Class is readily definable and prosecution of this action as a class action
27 will eliminate the possibility of repetitious litigation;
28

1 102.8 Class Members' interests in individually controlling the prosecution of
2 separate actions is outweighed by their interest in efficient resolution by
3 single class action; and

4 102.9 It would be desirable to concentrate in this single venue the litigation of all
5 Class Members who were harmed by Defendants' conduct.

6 104. Accordingly, this action is properly brought and should be maintained as a class
7 action because questions of law or fact common to Class Members predominate over any questions
8 affecting only individual members, and because a class action is superior to other available methods
9 for fairly and efficiently adjudicating this controversy.

10 **VI. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**
12 **NEGLIGENCE**
 (Against All Defendants)

13 105. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as
14 though fully set forth herein.

15 106. At all relevant times, Defendants, and each of them, owned, operated, inspected,
16 controlled, managed, and/or maintained the MMA tanks at the GKN Aerospace Facility.

17 107. At all relevant times prior to this incident, Defendants, and each of them, had the
18 duty to exercise the utmost care and diligence in the ownership, design, operation, management,
19 supervision, inspection, maintenance, repair, and/or control of the MMA tanks at the GKN
20 Aerospace Facility in compliance with relevant regulations, permits, and industry standards, so as
21 not to cause harm to individual persons, private and public property, the environment, public
22 resources, public health, and/or the comfortable use and enjoyment of property and life by the
23 public.

24 108. At all relevant times, Defendants, and each of them, carelessly, recklessly, and/or
25 unlawfully used, operated, managed, supervised, maintained, repaired, and/or controlled the MMA
26 tanks at the GKN Aerospace Facility. Defendants, and each of them, breached the aforementioned
27 duty by: (a) failing to implement reasonable safety and chemical release prevention practices; (b)
28 failing to implement reasonable and adequate safety systems at the MMA tank farm; (c) failing to

1 properly inspect, assess, and/or evaluate the integrity of the MMA tanks in compliance with
2 applicable safety standards and regulations; and/or (c) failing to have an adequate and appropriate
3 response plan to timely, adequately, promptly and properly respond to and contain unintended
4 polymerization in the MMA tanks.

5 109. Defendants' acts and omissions alleged herein constituted violations of the
6 mandatory statutory and regulatory duties alleged above. Plaintiffs and Class Members are within
7 the class of persons each of these statutes and regulations was adopted to protect. Further, those
8 violations were a substantial factor in causing Plaintiffs' and Class Members' injuries and damages,
9 and therefore give rise to a presumption of negligence pursuant to California Evidence Code section
10 669.

11 110. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and
12 each of them, Plaintiffs have suffered damages, including but not limited to inhalation of noxious
13 and toxic chemicals, vapors and/or fumes resulting in personal injuries and/or other harms.

14 111. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and
15 each of them, Plaintiffs have incurred, and will continue to incur, a loss of income and out-of-pocket
16 costs incurred as a result of being displaced from their homes, all in amounts according to proof.

17 112. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and
18 each of them, Plaintiffs have suffered and will continue to suffer the loss of the quiet use and
19 enjoyment of their property, as well as public properties located in the area, and/or have been or will
20 be required to expend monies to repair and/or restore the property to its condition prior to the MMA
21 tank failure, all in an amount according to proof.

22 113. The wrongful acts of Defendants, hereinabove set forth, were made, adopted,
23 approved, authorized, endorsed and/or ratified by their officers, directors or managing agents, and
24 were done maliciously, oppressively, fraudulently and/or with a willful and knowing disregard of
25 the probable dangerous consequences for the health and safety of Plaintiffs and their community.
26 The officers, directors and/or managing agents of Defendants had advanced knowledge of aging
27 infrastructure and the lack of an effective safety system on the MMA tank farm to mitigate the risk
28 caused by unintended polymerization. The officers, directors and/or managing agents of Defendants

1 also had advanced knowledge that a failure to maintain, inspect, assess, replace, and/or repair
2 infrastructure would result in a catastrophic tank failure and loss of containment, which foreseeably
3 would lead to harm and/or injuries to the health and safety of Plaintiffs and their community,
4 generally. Defendants intentionally chose not to allocate resources to ensuring the mechanical
5 integrity of the MMA tanks and installing reasonable and necessary safety systems, and instead
6 allocated funds in a manner designed to improve the company's financial performance. Further,
7 officers, directors and/or managing agents of Defendants were aware that their failure and/or
8 disregard for having established plans, processes, and/or protocols to address infrastructure failures
9 would lead to the probable dangerous consequence of a catastrophic event, which would result in
10 harm or injury to the health and safety of Plaintiffs and their community, generally. In failing to take
11 protective measures to safeguard against the danger, the officers, directors and/or managing agents
12 of Defendants acted with a willful and/or knowing disregard of the probable dangerous
13 consequences of their conduct, and/or acted with an awareness of the probable dangerous
14 consequences of their conduct and deliberately failed to avoid those consequences, thereby creating
15 a substantial risk of injury to Plaintiffs and the community of residents living near the Facility
16 generally. Plaintiffs are entitled to punitive and exemplary damages in an amount to be ascertained,
17 which is appropriate to punish or set an example of Defendants and deter such behavior by
18 Defendants and others in the future.

19 **SECOND CAUSE OF ACTION**
20 **PRIVATE NUISANCE - CONTINUING**
(Against All Defendants)

21 114. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as
22 though fully set forth herein.

23 115. Plaintiffs occupy property at or near the exposed area and were subject to mandatory
24 evacuation orders due to Defendants' conduct. At all relevant times, Plaintiffs had a right to occupy,
25 enjoy, and/or use their property without interference by Defendants.

26 116. Defendants, and each of them, by reason of their wrongful acts and/or omissions
27 created a condition that (a) was harmful to Plaintiffs' health; (b) was indecent and/or offensive to
28 Plaintiffs' senses; (c) was an obstruction of Plaintiffs' free use and enjoyment of their property, so

1 as to interfere with their comfortable enjoyment of life and/or property; and/or (d) unlawfully
2 obstructed Plaintiffs' free passage or use, in the customary manner, of public parks, squares, streets,
3 and/or highways in the exposed area.

4 117. Plaintiffs did not consent to Defendants' conduct.

5 118. An ordinary person of reasonable sensibilities would reasonably be annoyed and/or
6 disturbed by the conduct of Defendants, and each of them.

7 119. The seriousness of Plaintiffs' injuries outweighs any public benefit from the conduct
8 of Defendants, and each of them.

9 120. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and
10 each of them, Plaintiffs have suffered, and will continue to suffer, discomfort, annoyance, anxiety,
11 fear, worries, and stress attendant to the interference with Plaintiffs' occupancy, possession, use,
12 and/or enjoyment of their property, as alleged above.

13 121. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and
14 each of them, Plaintiffs suffered and continue to suffer damages as herein above set forth.

15 **THIRD CAUSE OF ACTION**
16 **PUBLIC NUISANCE – CONTINUING**
(Against All Defendants)

17 122. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set
18 forth herein.

19 123. Defendants, and each of them, by reason of their wrongful acts and/or omissions
20 created a condition that has affected a substantial number of people at the same time in the form of
21 (a) exposure to MMA and other harmful substances, (b) the smell of noxious vapors and fumes
22 permeating homes, schools, churches, retail and service business establishments in the area where
23 they live and raise their families; (c) the ability to access public spaces and roads in the area where
24 they live and raise their families.

25 124. The condition that Defendants, and each of them, created and/or permitted to exist
26 affected a substantial number of people within the general public, including Plaintiffs, causing
27 closure of schools, businesses and other places of public property relied upon by the public for use
28 and enjoyment of everyday living.

125. An ordinary person of reasonable sensibilities would reasonably be annoyed and/or disturbed by the condition created by Defendants, and each of them.

126. The seriousness of the harm outweighs the social utility of the conduct of Defendants, and each of them.

127. Plaintiffs did not consent to the conduct of Defendants, and each of them.

128. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and each of them, Plaintiffs suffered harm that is different from the type of harm suffered by the general public. Specifically, Plaintiffs have lost the occupancy, possession, use, and/or enjoyment of their land, real property, and/or personal property, including but not limited to, a reasonable and rational fear that the area is still dangerous, and/or exposure to MMA and other harmful substances on their property or in public spaces.

129. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and each of them, Plaintiffs suffered and continue to suffer damages as described above and in an amount according to proof at trial.

FOURTH CAUSE OF ACTION
STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITIES
(Against All Defendants)

130. Plaintiffs incorporate and re-allege each of the paragraphs above as though fully set forth herein.

131. Defendants engage in the business of manufacturing aircraft transparencies. In furtherance of the business, Defendants store thousands of gallons of MMA, a highly reactive, toxic, and flammable material with a well-known risk of runaway polymerization, in tanks with a combined capacity of 40,000 gallons on land sited next to residential and commercial property.

132. Bulk MMA storage carries the known and dangerous hazard of unintended, runaway polymerization, which carries with it the risk of fire, explosion, catastrophic tank failure, and loss of containment.

133. An MMA tank at Defendants' Facility suffered unintended polymerization and loss of containment, causing mass evacuations and the release MMA into the surrounding community.

1 134. The MMA tank failure caused health issues, property damage, evacuations, and
2 major disruptions to the lives of Plaintiffs and the surrounding community. Defendants' onsite bulk
3 MMA storage was a substantial factor in causing Plaintiffs' harm.

4 135. Operating such a facility near residential areas is inappropriate and dangerous. The
5 GKN Aerospace Facility's proximity to densely populated areas increased the risk to the
6 community. Despite safety protocols, risks associated with bulk MMA storage, such as unintended
7 polymerization, cannot be fully eliminated,

8 136. Although aircraft transparency manufacturing serves a commercial purpose, the
9 dangers it poses, as demonstrated by the GKN Aerospace MMA tank crisis, outweigh any
10 community benefits, and result in personal injury, property damage, evacuations, and business and
11 school closures.

12 137. The harm to Plaintiffs was and is the kind of harm that would reasonably be
13 anticipated as a result of the risks created by the kind of activities engaged in by Defendants, and
14 each of them, in close proximity to residential areas.

15 138. Defendants, and each of them, are liable to Plaintiffs for all damages arising from
16 this ultrahazardous activity, including all compensatory damages, punitive damages pursuant to Cal.
17 Civ. Code § 3294, and attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

18 **FIFTH CAUSE OF ACTION**
19 **NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS**
 (Against All Defendants)

20 139. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
21 herein.

22 140. As a result of Defendants' conduct and negligence, Plaintiffs continue to live in a
23 cloud of fear and uncertainty. Plaintiffs were told that a nearby storage tank containing a toxic
24 chemical was either going to fail and spill the chemical or explode. They were subject to an
25 emergency evacuation from their homes, school were closed, and MMA and other harmful
26 substances was and continues to be released into their community, all with no end in sight.

1 141. As a result of Defendants' actions, Plaintiffs have and continue to suffer serious
2 emotional distress, including fear, nervousness, anxiety, and worry. Defendants' conduct was a
3 substantial factor in causing Plaintiffs' harm.

4 142. As a direct and legal result of the wrongful acts and/or omissions of Defendants, and
5 each of them, Plaintiffs suffered and continue to suffer damages as described above and in an amount
6 according to proof at trial.

7 **VII. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs request relief against all Defendants as follows:

- 9 a. a judgment in favor of Plaintiffs on all claims;
- 10 b. for compensatory and general damages according to proof;
- 11 c. an award to Plaintiffs for the amount of damages, including personal injuries
12 and property damage according to proof;
- 13 d. loss of the use and benefit of Plaintiffs' real and/or personal property;
- 14 e. past and future medical expenses and incidental expenses according to proof;
- 15 f. loss of wages, business profits or proceeds, and/or any related displacement
16 expenses, according to proof.
- 17 g. general damages for fear, worry, annoyance, discomfort, disturbance,
18 inconvenience, mental anguish, emotional distress, and loss of quiet
19 enjoyment of property;
- 20 h. an award to Plaintiffs for punitive and exemplary damages according to
21 proof;
- 22 i. all costs of suit, including for reasonable attorneys' fees pursuant to
23 California Code of Civil Procedure, section 1021.5;
- 24 j. for pre- and post-judgment interest at the legal rate on all amounts awarded;
25 and
- 26 k. for all other relief as this Court may deem just and proper.
- 27
- 28

1 DATED: May 27, 2026

WEITZ & LUXENBERG, P.C.

2
3 By: Davin Bolton

4 Devin Bolton (State Bar No. 290037)
5 WEITZ & LUXENBERG, P.C.
6 1880 Century Park East, Suit 700
7 Los Angeles, CA 90067
8 Phone: (212) 558-5500
9 Fax: (212) 344-5461

10 Diana Gjonaj (*pro hac vice* application
11 forthcoming)
12 WEITZ & LUXENBERG, P.C.
13 3011 W. Grand Blvd, 24th Floor
14 Detroit, MI 48202
15 Phone: (313) 800-4167
16 Fax: (212) 800-5461

17 *Counsel for Plaintiffs*

1 **VIII. JURY TRIAL DEMAND**

2 Plaintiffs demand a trial by jury on all of the triable issues within this Complaint.

3
4 DATED: May 27, 2026

WEITZ & LUXENBERG, P.C.

5
6 By: 

7 Devin Bolton (State Bar No. 290037)
8 WEITZ & LUXENBERG, P.C.
9 1880 Century Park East, Suit 700
10 Los Angeles, CA 90067
11 Phone: (212) 558-5500
12 Fax: (212) 344-5461

13 Diana Gjonaj (*pro hac vice* application
14 forthcoming)
15 WEITZ & LUXENBERG, P.C.
16 3011 W. Grand Blvd, 24th Floor
17 Detroit, MI 48202
18 Phone: (313) 800-4167
19 Fax: (212) 344-5461

20 *Counsel for Plaintiffs*