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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

VERONICA CHAVEZ, an individual on behalf
of herself, and all other persons similarly
situated, YESENIA VELASQUEZ, an
individual on behalf of herself, and all other
persons similarly situated

Plaintiffs,

vs.

GKN AEROSPACE TRANSPARENCY
SYSTEMS INC, a California Corporation, GKN
AEROSPACE SERVICES LIMITED, a United
Kingdom private limited company, and
MELROSE INDUSTRIES PLC, a United
Kingdom public limited company, and DOES 1
through 50, inclusive,

Defendants.

Case No.: 30-2026-01576096-CU-TT-CXC

CLASS ACTION COMPLAINT FOR:

- 1. NEGLIGENCE**
- 2. STRICT LIABILITY**
- 3. PUBLIC NUISANCE**
- 4. PRIVATE NUISANCE**

DEMAND FOR JURY TRIAL

Assigned for All Purposes:
Judge David A. Hoffer
Dept. CX103

1 Plaintiffs Veronica Chavez (“Chavez”) and Yesenia Velasquez (“Velasquez”) (collectively,
2 “Plaintiffs”), on behalf of themselves and all other similarly situated California citizens (the
3 “Class”), allege, based on their own personal knowledge as to themselves and upon information and belief
4 as to all other matters, as follows:

5 **INTRODUCTION**

6 1. This class action is brought against defendants GKN Aerospace Transparency Systems,
7 Inc., GKN Aerospace Services, Limited, Melrose Industries PLC and DOES 1 through 50, inclusive
8 (collectively, “Defendants”).

9 2. This case concerns the evacuation of tens of thousands of people because of the thermal
10 runaway of methyl methacrylate (“MMA”) in storage tanks operated by Defendants in Garden Grove,
11 California, beginning on May 21, 2026.

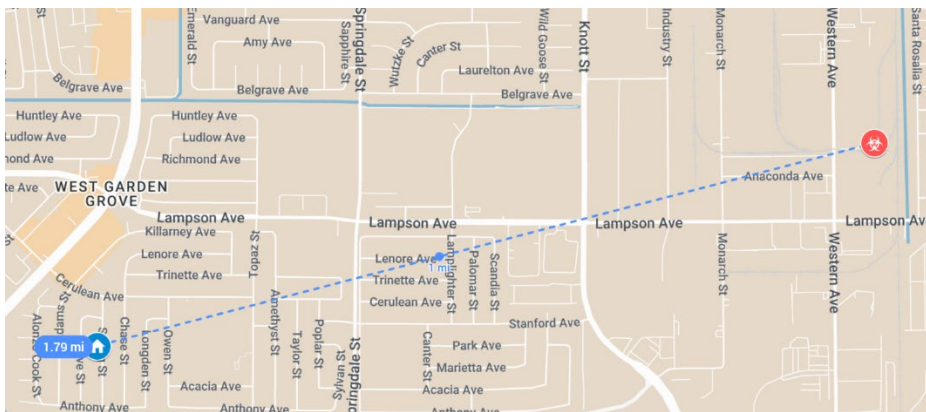
12 3. Plaintiffs, on behalf of themselves and the Class, seek to recover the economic loss
13 caused by the evacuation, including direct evacuation costs and other out-of-pocket expenses, and the
14 loss of use and enjoyment of property.

15 **PARTIES**

16 **A. Plaintiffs**

17 4. Plaintiff Veronica Chavez is the owner and resident of a home located at 12771
18 Spring Street in Garden Grove, California, in the County of Orange. She lives there with her two
19 sons, ages six and ten, as well as her 83-year-old father and her 80-year-old mother.

20 5. Plaintiff Chavez’s home is less than two miles from the MMA storage tank operated
21 by Defendants:



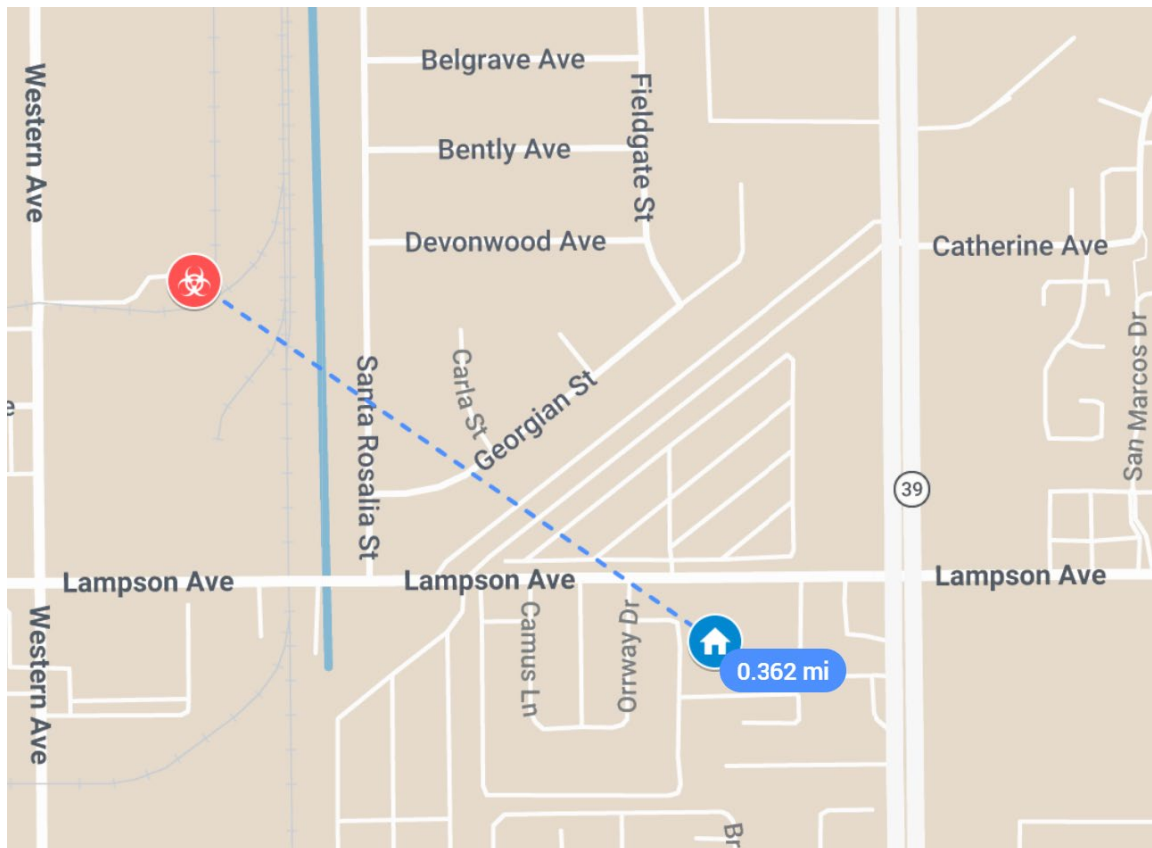
6. On Friday, May 22, 2026, Plaintiff Chavez and her family were required to evacuate from their home due to the thermal runaway of MMA in storage tanks at Defendants' facility in Garden Grove, California.

7. Plaintiff Chavez and her family were not permitted to return to their home until the evening of May 25, 2026.

8. Plaintiff Chavez incurred out-of-pocket expenses due to the mandatory evacuation, including the purchase of clothing, toiletries, and other items during the evacuation, as well as the re-purchase of groceries that had perished while she was evacuated. Plaintiff Chavez and her family further lost the use of their home during the mandatory evacuation.

9. Plaintiff Yesenia Velasquez is a renter and resident of an apartment located at 7932 Lampson Ave. in Garden Grove, California, located within the County of Orange. She lives there with her daughter, age 13, and her son, age 11.

10. Her home is less than 2,000 feet from the MMA storage tank operated by Defendants.



1 11. On Thursday, May 21, 2026, Plaintiff Velasquez learned while attending a meeting at
2 her daughter’s school that she would not be able to return to her home because it was in the official
3 evacuation zone.

4 12. Plaintiff Velasquez did not return to her home until Thursday, May 28, 2026.

5 13. Plaintiff Velasquez incurred out-of-pocket expenses due to the mandatory evacuation,
6 including the purchase of clothing, toiletries, and other items during the evacuation, as well as the re-
7 purchase of groceries that had perished while she was evacuated. Plaintiff Velasquez and her family
8 further lost the use of their apartment during the mandatory evacuation.

9 **B. Defendants**

10 14. Defendant GKN Aerospace Transparency Systems Inc. (“GKN”) is a California
11 corporation with its principal place of business at 12122 Western Avenue, Garden Grove, California
12 92841. Upon information and belief, GKN is an indirect wholly owned subsidiary of Defendant
13 Melrose Industries PLC, held through one or more intermediate GKN holding entities.

14 15. Defendant GKN Aerospace Services Limited (“GKN UK”) is a private limited company
15 organized under the laws of the United Kingdom, with its registered office at 11th Floor, The Colmore
16 Building, Colmore Circus Queensway, Birmingham, B4 6AT. Upon information and belief, GKN UK
17 is an indirect wholly owned subsidiary of Defendant Melrose Industries PLC. GKN UK's North
18 American operations are conducted through affiliated U.S. entities headquartered at 1301 Solana
19 Boulevard, Suite 1528, Westlake, Texas 76262.

20 16. Defendant Melrose Industries PLC (“Melrose Industries”) is a public limited company
21 organized under the laws of the United Kingdom, with its registered office at 11th Floor, The Colmore
22 Building, Colmore Circus Queensway, Birmingham, B4 6AT. Melrose Industries is the ultimate parent
23 company of GKN and GKN UK.

24 17. Upon information and belief, at all times relevant hereto, Defendants Melrose Industries
25 and GKN UK exercised management, direction, and control over the business and relevant operations
26 of Defendant GKN.

27 18. Plaintiffs are not aware of the true names, identities, or capacities of the defendants sued
28 herein as Does 1 through 50, inclusive, and therefore sue said defendants by such fictitious names.

1 Plaintiffs are informed and believe that, at various relevant times, said Doe defendants participated in,
2 or otherwise were in some manner responsible for, the harm that arose from the facts and occurrences
3 alleged in this complaint. Plaintiffs will seek leave of the court to amend this complaint to state the
4 true names of the fictitiously named defendants once they are discovered.

5 19. There is a unity of interest and ownership between Defendants, such that any
6 individuality and separateness between them has ceased, and each such entity is the alter ego of each
7 other entity.

8 20. Each Defendant committed, conspired to commit, and/or ratified each of the acts and
9 omissions alleged in this complaint. Defendants, and each of them, were the agents, servants,
10 employees, and/or joint venturers of each other and were acting within the course and scope of their
11 agency, service, employment, and joint venture. All acts performed by Defendants, and each of them,
12 while acting as an agent, servant, employee, and/or joint venturer, have been adopted and ratified by
13 all other Defendants, and each of them. Consequently, Defendants are jointly and severally liable to
14 the Plaintiffs and the Class for the injuries and damages sustained as a proximate result of their conduct.

15 21. All defendants are referred to herein collectively as “Defendants.”

16 **JURISDICTION AND VENUE**

17 22. Jurisdiction and venue are proper in this County because the facility at issue that caused
18 Plaintiffs' harm is in Garden Grove, Orange County, California, and the acts, events, and injuries alleged
19 herein occurred in this County.

20 23. Greater than two-thirds of the members of the Class in the aggregate are citizens of the
21 State of California.

22 24. Plaintiffs and the Class are seeking significant relief from GKN, which is the entity that
23 owns and operates the Garden Grove facility. GKN's conduct forms a significant basis for the claims
24 asserted by Plaintiffs and the Class. As a California corporation with its principal place of business in
25 Orange County, California, GKN is a citizen of the State of California.

26 25. The principal injuries resulting from the conduct of GKN and the other Defendants were
27 incurred in the State of California.

FACTUAL ALLEGATIONS

A. The Facility and Its Operations.

26. Defendants operate the GKN Aerospace facility in the 12000 block of Western Avenue in Garden Grove, Orange County, California, which manufactures cockpit windows and transparencies (canopies, windshields, and windows) for military and commercial aircraft.

27. Plaintiffs are informed and believe, and allege, that the facility is operated under the “GKN Aerospace” name, including through the entity GKN, and that it has been the subject of multiple workplace safety and health inspections.

28. The facility stores and uses MMA, a primary raw material in the manufacture of acrylic plastics, including the transparent aircraft components manufactured at the site.¹

29. MMA is a volatile, highly flammable compound and one of the most widely used chemicals in plastics manufacturing. The U.S. Department of Transportation classifies MMA as a Class 3 flammable liquid (UN 1247).²

30. Under certain conditions, MMA polymerizes—reacting with itself in a heat-generating reaction that builds pressure and can cause the liquid to vaporize, rupture its container, or ignite and release toxic gases.³

31. Short-term exposure to MMA can cause burning or watery eyes, irritation of the nose and throat, coughing, wheezing, chest tightness, shortness of breath, headache, dizziness, nausea, and skin irritation; high exposures can cause severe shortness of breath and a build-up of fluid in the lungs; and public-health authorities advise that pregnant persons minimize exposure because MMA can affect a developing fetus.⁴

¹ FOX 11 Los Angeles, *Former GKN employee speaks out on Garden Grove chemical threat* (May 26, 2026), <https://www.foxla.com/news/former-gkn-employee-speaks-out-garden-grove-chemical-theft>.

² QA Transport, *What is Methyl Methacrylate (MMA)? Hazard Classification, Uses, Risks, and Storage Guidelines*, <https://qatransport.com/en/knowledge/chemical-mma/>; U.S. Environmental Protection Agency, *Methyl Methacrylate (CAS 80-62-6) Hazard Summary*, <https://www.epa.gov/sites/default/files/2016-09/documents/methyl-methacrylate.pdf>.

³ ABC7 Los Angeles, *What is methyl methacrylate? Toxic chemical leak in Garden Grove tank at center of hazmat crisis poses health, fire risks* (May 2026), <https://abc7.com/post/what-is-methyl-methacrylate-toxic-chemical-leak-garden-grove-tank-center-hazmat-crisis/19152928/>.

⁴ California Department of Public Health, *Health Advisory: Information on Methyl Methacrylate (MMA)*, <https://www.cdph.ca.gov/Programs/CCDC/DEOD/CEH/CDPH%20Document%20Library/Health-Advisory-Information-on-Methyl-Methacrylate.pdf>; U.S. Environmental Protection Agency, *Methyl Methacrylate (CAS 80-62-6) Hazard Summary*, <https://www.epa.gov/sites/default/files/2016-09/documents/methyl-methacrylate.pdf>; ABC7 Los

32. The hazards of MMA are well known and long recognized. In 2015, the State of California banned the chemical from use in nail salons and cosmetology schools after workers reported effects on their lungs, skin, and eyes.

B. Defendants' History of Regulatory Non-Compliance.

33. Public records reflect a years-long pattern of regulatory non-compliance at the facility. The South Coast Air Quality Management District ("SCAQMD") determined that GKN had been out of compliance with multiple rules going back to 2017.

34. In 2020, SCAQMD inspected the facility and reviewed its records, finding that GKN had failed to maintain required emission records, had operated new equipment without permits, and had used equipment that did not match the description in its permits. SCAQMD issued a formal notice of violation in April 2021 and, in late 2024, signed a settlement requiring GKN to pay more than \$900,000 to resolve alleged violations.

35. The facility has also been the subject of multiple Cal/OSHA and federal OSHA workplace safety and health inspections before the incident.⁵

C. The May 21, 2026 Tank Failure and Emergency Response.

36. On or about Thursday, May 21, 2026, the Orange County Fire Authority ("OCFA") received a hazardous-materials call concerning the facility shortly before 3:40 p.m.⁶

37. A valve in the tank's cooling system had failed.

38. As the contents overheated, the MMA began a runaway polymerization reaction. The reaction was not stopped, in part, because the reaction had "gummed up" the valves needed to inject a neutralizing agent.

Angeles, *What is methyl methacrylate? Toxic chemical leak in Garden Grove tank at center of hazmat crisis poses health, fire risks* (May 2026), <https://abc7.com/post/what-is-methyl-methacrylate-toxic-chemical-leak-garden-grove-tank-center-hazmat-crisis/19152928/>.

⁵ U.S. Occupational Safety and Health Administration, *GKN Aerospace Transparency Systems – Garden Grove, Establishment Inspection Detail*, https://www.osha.gov/ords/imis/establishment.inspection_detail?id=1895488.015&id=1567673.015&id=1401742.015&id=1401520.015&id=1310856.015.

⁶ CBS Los Angeles, *Explosion risk gone for tank in Orange County chemical leak in California, but officials say "we still have a threat"* (May 27, 2026), <https://www.cbsnews.com/losangeles/news/california-chemical-incident-orange-county-evacuation-orders-removed/>.

39. Government officials feared the tank would rupture and spill thousands of gallons of the chemical or explode in a Boiling Liquid Expanding Vapor Explosion (“BLEVE”).

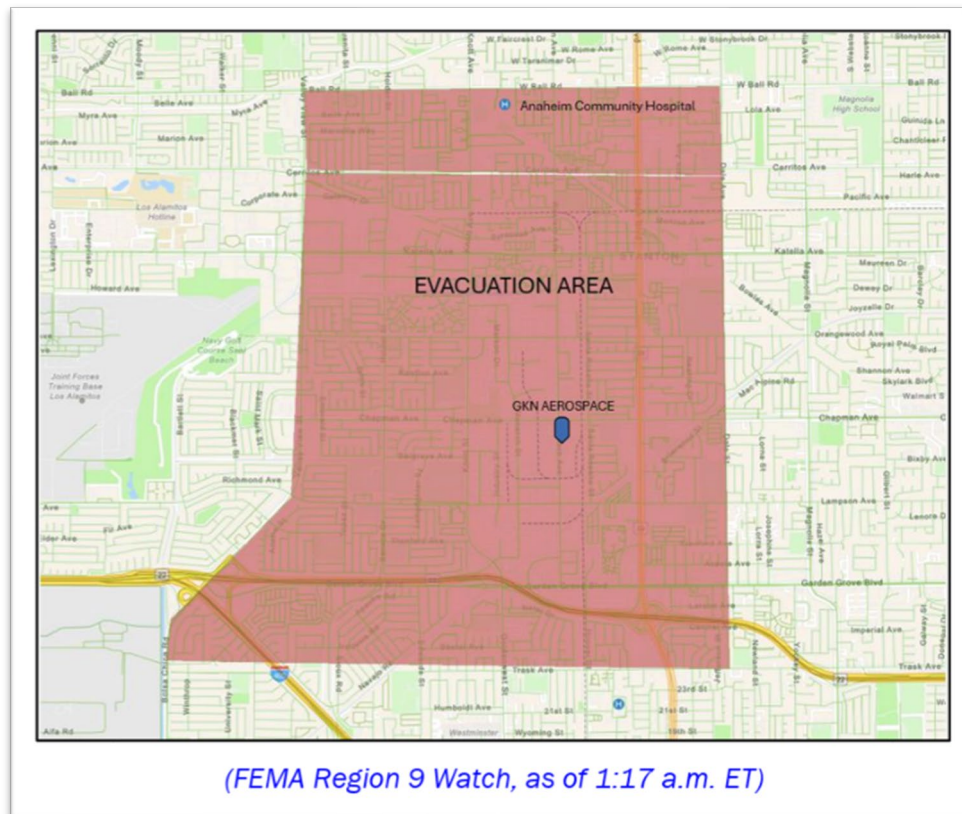
40. According to OCFA, the situation presented “two options: a spill or an explosion.” The tank held approximately 6,000 to 7,000 gallons of MMA.

41. First responders used drones to read the tank’s temperature from outside, set up an “unmanned ground monitor”—a portable water cannon—and used a deluge sprinkler system to continuously douse the tank to keep it cool and prevent ignition and/or explosion.

42. On or about Saturday, May 23, 2026, Governor Gavin Newsom proclaimed a state of emergency. The State deployed more than 700 personnel to Garden Grove.

43. President Donald Trump approved a federal emergency declaration on Monday, May 25, 2026, which the Orange County Board of Supervisors subsequently ratified.

44. As of the morning of May 23, 2026, the evacuation area was as follows:



1 45. On Saturday, crews discovered a crack in the tank that helped relieve pressure, and by
2 Monday morning, OCFA announced that the threat of a BLEVE was “off the table.”⁷

3 46. All evacuation orders were lifted by approximately 7:30 p.m. on Tuesday, May 26, 2026.

4 **D. The Evacuation and Its Impact.**

5 47. The emergency spanned approximately six days over the Memorial Day weekend and
6 required the evacuation of approximately 50,000 residents across Garden Grove, Stanton, Anaheim,
7 Cypress, Westminster, and Buena Park, California.⁸

8 48. Displaced residents sheltered at emergency sites, including the Elks Lodge in Garden
9 Grove, as well as in hotels and with family and friends, incurred costs for housing, transportation,
10 replacement medication, and other evacuation-related expenses.

11 49. Approximately 16,000 residents remained displaced until the final lifting of the
12 evacuation orders on the evening of May 26, 2026.

13 **E. Defendants’ Public Statements and Admissions.**

14 50. In a statement on or about Wednesday, May 27, 2026, GKN apologized, saying it was
15 “deeply grateful to the emergency personnel” and that it “apologize[d] for the disruption this incident
16 has caused,” and that it would “continue to work with local officials, community partners and non-
17 profit organizations to support affected residents, businesses and the wider community.”⁹

18 51. GKN Senior Vice President Steve Carlin, who oversees the Garden Grove site’s
19 programs, publicly acknowledged, “We recognize there is more work ahead.”

20 **F. Government Investigation and Response**

21 52. The Orange County District Attorney’s Office opened a criminal investigation into the
22 facility and sent letters ordering GKN to preserve—and not to destroy or manipulate—all records,
23 including maintenance logs, telemetry records, and internal communications, and established an
24

25
26
27 ⁸ FOX 11 Los Angeles, *Former GKN employee speaks out on Garden Grove chemical threat* (May 26, 2026),
<https://www.foxla.com/news/former-gkn-employee-speaks-out-garden-grove-chemical-theft>.

28 ⁹ NBC Los Angeles, *Criminal investigation expands into chemical tank crisis in Garden Grove* (May 26–27, 2026),
<https://www.nbclosangeles.com/news/local/garden-grove-gkn-chemical-tank-criminal-investigation-todd-spitzer/3895460/>.

anonymous tip line seeking information about the chemical release and the maintenance of the tanks and systems involved.

53. District Attorney Todd Spitzer publicly questioned how the company could have failed to maintain a backup for the cooling system that failed, noting that MMA “must be handled at 50 degrees or less in order for it to be stable.”

G. Damages to Residents

54. Tens of thousands of residents were subject to the mandatory evacuation.

55. As a result of Defendants causing a mandatory evacuation, Plaintiffs and the Class have suffered and may continue to suffer out-of-pocket costs, as well as loss of use and enjoyment of their property.

CLASS ACTION ALLEGATIONS

56. Plaintiffs bring this action pursuant to California Code of Civil Procedure § 382 on behalf of the following Class:

- a) All individuals who resided within the evacuation zone as defined by the OCFA during the mandatory evacuation period from May 21, 2026 to May 26, 2026 and who have not filed an individual lawsuit.
- b) Excluded from the proposed Class are any person(s) employed by Plaintiffs’ counsel and any judicial officers assigned to this case, as well as their staff. Also excluded from the Class are any claims for emotional distress or personal or bodily injury.
- c) Plaintiffs reserve the right to amend the class definition and class period(s).

57. **Numerosity:** Plaintiffs are informed and believe that the Class includes tens of thousands of residents of the evacuation area. Therefore, the Class is sufficiently numerous that joinder of all members of the Class in a single action is impracticable, and the resolution of their claims through a class action will be of benefit to the parties and the Court.

58. **Ascertainability:** The Class is ascertainable because its members can be readily identified using public or business records, including those within the control of the Class itself. Plaintiffs will provide appropriate notice to the Class as approved by the Court.

1 59. **Commonality:** Common questions of law and fact exist as to all members of the Class
2 and predominate over any issues solely affecting individual members. The common questions of law
3 and fact include, but are not limited to:

- 4 a) Whether the Defendants' acts or omissions caused or contributed to evacuation orders;
- 5 b) Whether Defendants were engaged in abnormally dangerous and/or ultrahazardous
6 activity by using, maintaining, storing, handling, disposing, processing, and/or releasing
7 hazardous materials, including MMA, in or about a residential community;
- 8 c) Whether Defendants were negligent in their maintenance, use, storage, handling,
9 disposal, and/or release of MMA;
- 10 d) Whether Defendants were negligent in response to issues concerning the MMA tanks
11 once problems arose;
- 12 e) Whether Defendants created any private nuisance through any act or omission;
- 13 f) Whether Defendants created any public nuisance through any act or omission;
- 14 g) Whether the Defendants' acts or omissions were grossly negligent or willful and wanton
15 concerning their maintenance, use, storage and handling of MMA;
- 16 h) Whether Defendants' acts and/or omissions caused Plaintiffs and/or the Class's economic
17 damage;

18 60. **Typicality:** Plaintiffs' claims are typical of the claims in the Class. As alleged herein,
19 Plaintiffs are residents who were subject to the mandatory evacuation and who, in fact, evacuated.

20 61. **Adequacy:** Plaintiffs will fairly and adequately represent and protect the interests of the
21 Class. Plaintiffs are adequate representatives of the Class because they have no interests that are
22 adverse to the interests of the members of the Class. Plaintiffs are committed to the vigorous
23 prosecution of this action and, to that end, Plaintiffs have retained counsel who are competent and
24 experienced in handling class action litigation like the present matter, and who will adequately represent
25 the Class.

26 62. **Superiority:** A class action is superior to all other available methods for the fair and
27 efficient adjudication of the claims asserted in this action because: (a) the expense and burden of
28 individual litigation make it economically unfeasible for members of the Class to seek redress of their

claims other than through the procedure of a class action; (b) if separate actions were brought by individual members of the Class, the resulting duplicity of lawsuits would risk inconsistent results; and/or (c) absent a class action, Defendants likely will retain the benefits of its wrongdoing, and there will be a failure of justice.

63. **Predominance:** Class action status is warranted because questions of law or fact common to the members of the Class predominate over any questions affecting only individual members. The interest of the members of the Class in individually controlling the prosecution of separate actions is theoretical and not practical. Prosecution of this action through a Class Representative would be superior to individual lawsuits, and Plaintiffs anticipate no difficulty in the management of this matter as a class action. Plaintiffs are not aware of any difficulty that will be encountered in the management of this litigation that should preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

NEGLIGENCE

64. Plaintiffs, individually and on behalf of the Class, reallege Paragraphs 1 through 63 of this Complaint as if fully set forth herein.

65. The mandatory evacuation described herein was caused by the negligence, carelessness, and/or recklessness of the Defendants.

66. Defendants knew or should have known that any uncontrolled increase in temperature of their MMA storage facilities would create a substantial risk of explosion or discharge that would require, at a minimum, large-scale evacuation of the surrounding community.

67. Defendants owed Plaintiffs and the Class a duty to use reasonable care to operate their MMA storage facilities in a manner that prevented this foreseeable harm.

68. Defendants breached their duty to exercise reasonable care by, among other things, failing to take sufficient precautions to prevent a thermal runaway in their MMA storage facilities and operating those facilities such that a large-scale evacuation was deemed necessary by the relevant authorities.

69. As a direct and proximate cause of Defendants' negligent acts or omissions and breaches of Defendants' duties, Plaintiffs and Class members suffered economic loss, including, without limit,

1 the out-of-pocket costs of evacuation, the loss of use and enjoyment of their residences, relocation
2 expenses, transportation costs, as well as additional food and childcare costs. Plaintiffs and the Class
3 will also suffer future loss for, at a minimum, the need for testing of water, soil, and air to ensure they
4 are safe.

5 70. Defendants acted with malice, oppression, or fraud, thereby entitling Plaintiffs and the
6 Class to punitive damages.

7 **SECOND CAUSE OF ACTION**

8 **STRICT LIABILITY**

9 71. Plaintiffs, individually and on behalf of the Class, reallege Paragraphs 1 through 70 of
10 this Complaint as if fully set forth herein.

11 72. The use, maintenance, storage, handling, disposal, and release of hazardous materials is
12 an abnormally dangerous and/or ultrahazardous activity under the definition set forth in Restatement
13 (Second) of Torts §§ 519 and 520. Defendants are strictly liable for the injuries and damages suffered
14 by Plaintiffs and the Class because the maintenance, storage, handling, and disposal of MMA is an
15 ultrahazardous activity, particularly when undertaken in a residential community.

16 73. As a direct and proximate result of the Defendants' abnormally dangerous and/or
17 ultrahazardous activity, Plaintiffs and Class Members presently suffer, and will continue to suffer,
18 economic loss, including out-of-pocket expenses for mandatory evacuation, personal property damage,
19 loss of use and enjoyment of property. Plaintiffs and the Class will also suffer future loss for, at a
20 minimum, the need for testing of water, soil, and air to ensure they are safe.

21 74. Defendants acted with malice, oppression, or fraud, thereby entitling Plaintiffs and the
22 Class to punitive damages.

23 **THIRD CAUSE OF ACTION**

24 **PUBLIC NUISANCE**

25 75. Plaintiffs, individually and on behalf of the Class, reallege Paragraphs 1 through 74 of
26 this Complaint as if fully set forth herein.

27 76. At all times relevant hereto, Defendants knew or should have known that MMA was
28 hazardous and harmful, and it was substantially certain that improper use, maintenance, storage,

1 handling, disposal, and/or release of this material was hazardous and harmful to people living in nearby
2 areas, and might result in, at a minimum, evacuation.

3 77. Plaintiffs and the Class Members have a common right to enjoy their real property free
4 of risk of evacuation, dangerous contamination, and without unreasonable risk of exposure to toxic
5 chemicals and to evacuations.

6 78. Defendants' improper use, maintenance, storage, handling, disposal, and release of
7 MMA substantially and unreasonably created an obstruction to the free use of property so as to interfere
8 with the comfortable enjoyment of life or property of a substantial number of people, including Plaintiffs
9 and the Class at approximately the same time.

10 79. Defendants' improper use, maintenance, storage, handling, disposal, and release of
11 MMA created conditions that an ordinary person would be reasonably annoyed or disturbed by.

12 80. Neither the Plaintiffs nor the Class consented to Defendants' conduct.

13 81. The Plaintiffs and the Class suffered economic harm that is different from the type of
14 harm suffered by the general public. Specifically, and without limit, Defendants' acts and/or omissions
15 interfered with Plaintiffs and Class members' real and personal property rights.

16 82. Defendants' acts and/or omissions are a substantial factor in causing the economic harm
17 suffered by Plaintiffs and the Class.

18 83. The seriousness of the harm imposed by Defendants outweighs the social utility of their
19 conduct.

20 84. As a direct and proximate result of Defendants' creation of a public nuisance and the
21 public's risk of exposure to toxic chemicals resulting therefrom, Plaintiffs and Class Members presently
22 suffer, and will continue to suffer, costs for mandatory evacuation and other out-of-pocket expenses,
23 personal property damage, loss of use and enjoyment of property, and diminution in property value.

24 85. Plaintiffs and the Class will also suffer future loss for, at a minimum, the need for testing
25 of water, soil, and air to ensure they are safe.

26 86. Defendants' conduct as alleged herein shows that Defendants acted with gross neglect,
27 willfully and wantonly, maliciously, with aggravated or egregious fraud, and/or intentionally
28

disregarded Plaintiffs' and the Class Members' rights so as to warrant the imposition of punitive damages.

FOURTH CAUSE OF ACTION

PRIVATE NUISANCE

87. Plaintiffs, individually and on behalf of the putative Class, reallege Paragraphs 1 through 86 of this Complaint as if fully set forth herein.

88. Defendants knew or should have known that MMA is hazardous and harmful, and it was substantially certain that its improper use, maintenance, storage, handling, disposal, and release would cause injury to Plaintiffs and the Class.

89. Defendants knew or should have known the manner of their MMA's use, maintenance, storage, handling, and disposal created or permitted to exist was the result of an abnormally dangerous activity.

90. Through Defendants' negligent, reckless, and/or other intentional acts, or omissions, Defendants created and/or will continue to create a condition that caused unreasonable interference with the rights of Plaintiffs and the Class to use and enjoy their life and property, causing them to suffer injuries different in kind and degree from others in surrounding areas.

91. This interference is substantial in nature. It has caused and is causing Plaintiffs and the Class to, among other things, refrain from occupying or using their real properties. This has, in turn, caused significant economic loss, including, without limit, out-of-pocket expenses, evacuation costs, loss of enjoyment, and inconvenience.

92. Plaintiffs and the Class have a right to enjoy their real property free of the risk of evacuation necessitated by Defendants' use, storage, and disposal of MMA, which poses an unreasonable risk of dangerous contamination and exposure to toxic chemicals.

93. Defendants' conduct has also substantially interfered with Plaintiffs' and the Class Members' ability to enjoy their property and to use their property in the manner that they so choose.

94. Defendants' negligent, reckless and/or intentional acts and omissions were unreasonable and constitute an invasion of the property rights of Plaintiffs and the Class.

95. An ordinary person would be reasonably annoyed or disturbed by Defendants' conduct.

1 7. Such other relief as this Court deems just and proper.

2 Dated: June 5, 2026

3
4 FRANK SIMS STOLPER, LLP

McNICHOLAS & McNICHOLAS, LLP

5 By: /s/ Jason M. Frank
JASON M. FRANK
6 Attorneys for Plaintiff

By: /s/ Patrick McNicholas
JOHN PATRICK MCNICHOLAS IV
Attorneys for Plaintiff

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8
9 **DEMAND FOR A JURY TRIAL**

10 Plaintiffs demand a jury trial on issues triable to a jury.

11
12 Dated: June 5, 2026

FRANK SIMS STOLPER, LLP

13 By: /s/ Jason M. Frank
14 JASON M. FRANK
Attorneys for Plaintiff