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14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**  
16 **SOUTHERN DIVISION**

17 MIGUEL SERRANO, individually and  
18 on behalf of others similarly situated,

19 Plaintiffs,

20 vs.

21 MELROSE INDUSTRIES, PLC; GKN  
22 AEROSPACE SERVICES, LTD.; GKN  
23 AEROSPACE TRANSPARENCY  
24 SYSTEMS, INC., and DOES 1-10,

25 Defendants.

Case No.

26 **CLASS ACTION COMPLAINT**  
27 **FOR DAMAGES**

1. Public Nuisance
2. Private Nuisance
3. Negligence
4. Trespass
5. Strict Liability – Extrahazardous and/or Ultrahazardous Activity
6. Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*)

28 **DEMAND FOR JURY TRIAL**

**ACTION SEEKING STATEWIDE  
OR NATIONWIDE RELIEF**

1 Plaintiff Miguel Serrano (“Plaintiff”), individually and on behalf of all others  
2 similarly situated, brings this Class Action Complaint against Defendants Melrose  
3 Industries, PLC, GKN Aerospace Services, Ltd., GKN Aerospace Transparency  
4 Systems, Inc. (collectively “GKN Aerospace”), and DOES 1-10. Plaintiff alleges as  
5 follows upon personal knowledge as to himself and his own acts and experiences  
6 and, as to all other matters, upon information and belief, including investigation  
7 conducted by his attorneys.

### 8 **INTRODUCTION**

9 1. On or about May 21, 2026, at a Garden Grove, California, site owned,  
10 operated, controlled and/or maintained by the GKN Aerospace Defendants, located  
11 at 12122 Western Avenue in Garden Grove, California (the “Site”), an industrial  
12 tank containing approximately 7,000 gallons of methyl methacrylate (“MMA”), an  
13 extremely hazardous and dangerous chemical, became pressurized and began  
14 releasing gas as it overheated (the “Incident”). The subject tank was reported to be  
15 bulging dangerously, demonstrating signs that it may rupture or possibly explode.

16 2. As a result of the foregoing unfortunate event, and on that same date,  
17 Garden Grove City authorities immediately began issuing evacuation orders in the  
18 areas surrounding the Site. As authorities realized the increasing hazardous nature of  
19 the Incident, the evacuation orders were expanded on May 22, 2016, to include an  
20 estimated 40,000 people.

21 3. Plaintiff now brings this action to hold Defendants accountable for,  
22 among other things, their failure to exercise due care in operating the Site, leading to  
23 the release and potential explosion of toxic substances, forcing the evacuation of  
24 Plaintiffs and other residents from their homes, workplaces, and businesses.

### 25 **PARTIES**

26 4. Plaintiff Miguel Serrano is an individual who resides in Garden Grove,  
27 California. On May 21, 2026, Plaintiff Serrano, his wife, and their three children  
28 received mandatory evacuation orders as a direct result of the release and potential

1 explosion of toxic substances at the Site. Plaintiff Serrano suffered damages  
2 including, but not limited to, the loss of his home, economic loss from evacuation-  
3 related expenses, lost wages, disruption and inconvenience, and interference with  
4 property rights.

5       5. Melrose Industries, PLC is a company registered in England with an  
6 address of The Colmore Building, 20 Colmore Circus Queensway, Birmingham, B4  
7 6AT, United Kingdom.

8       6. GKN Aerospace Services, Ltd. is a company registered in England with  
9 an address of 11th Floor, The Colmore Building, 20 Colmore Circus Queensway,  
10 Birmingham, B4 6AT, United Kingdom, Company number 00355922.

11       7. GKN Aerospace Transparency Systems, Inc., is a California registered  
12 corporation with its principal place of business located at 12122 Western Avenue,  
13 Garden Grove, California 92841.

14       8. Plaintiff is informed and believes and, based on such information and  
15 belief, alleges that Melrose Industries PLC, GKN Aerospace Services Limited,  
16 GKN Aerospace Transparency Systems, inclusive, and each of them, are and at all  
17 material times have been, the owners, agents, servants or employees of each other,  
18 purporting to act within the scope of said agency, service or employment in  
19 performing the acts and omitting to act as averred herein. Each of the Defendants  
20 named herein are believed to, and are alleged to have been acting in concert with, as  
21 owner, employee, agent, co-conspirator or member of a joint venture of, each of the  
22 other Defendants, and are therefore alleged to be jointly and severally liable for any  
23 and/or all claims set forth herein, except as otherwise alleged.

24       9. Plaintiff is ignorant of the true names and capacities of the defendants  
25 sued herein as DOES 1 through 10 and, therefore, sues these defendants by such  
26 fictitious names. Plaintiff will amend this Complaint to allege the true names and  
27 capacities of the Doe defendants when their identities have been ascertained.  
28 Plaintiff is informed and believes, and on that basis alleges, that each of the

1 fictitiously named defendants is responsible in some manner for the occurrences  
2 herein alleged, and that Plaintiff's damages as herein alleged were proximately  
3 caused by their conduct.

#### 4 **JURISDICTION AND VENUE**

5 10. This Court has subject matter jurisdiction pursuant to the Class Action  
6 Fairness Act, 28 U.S.C. § 1332(d)(2), because the amount in controversy exceeds \$5  
7 million, given that tens of thousands of people were forced to evacuate; there are  
8 more than 100 putative class members; Plaintiff and any putative class members are  
9 citizens of a state different from the GKN Aerospace Defendants; and Plaintiff and  
10 any putative class members are citizens of a state while Defendant GKN Aerospace  
11 is a citizen of a foreign state.

12 11. This Court has personal jurisdiction over Defendants because  
13 Defendants conduct substantial business in the State of California and this lawsuit  
14 arises out of Defendants' acts alleged herein which originated in this District.  
15 Additionally, the GKN Aerospace Defendants are registered to do business in  
16 California.

17 12. Venue is proper in this District because: (a) putative class members are  
18 residents and citizens of this District; (b) Defendants are subject to the Court's  
19 personal jurisdiction with respect to this action and are therefore considered  
20 residents of this District for venue purposes; and (c) pursuant to 28 U.S.C. §  
21 1391(b), a substantial part of the events or omissions giving rise to the harm of the  
22 putative class members occurred in this District, and a substantial part of the  
23 property that is the subject of this action is situated in this District. Finally, to the  
24 extent the GKN Aerospace Defendants are not considered residents of this District,  
25 they may be sued in any judicial district, including this District, under 28 U.S.C. §  
26 1391(c)(3).

#### 27 **COMMON FACTUAL ALLEGATIONS**

##### 28 **I. Background on the GKN Aerospace Site**

1           13. GKN Aerospace claims to be a leading global tier one supplier of  
2 airframe and engine structures, landing gear, electrical interconnection systems,  
3 transparencies, and aftermarket services. It claims to supply products and services to  
4 a wide range of commercial and military aircraft and engine prime contractors, and  
5 other tier one suppliers.

6           14. At all relevant time periods, GKN Aerospace owned, operated,  
7 controlled and/or maintained the Site located in Garden Grove, California, and  
8 claims that they are “the world’s leading provider of military transparency systems  
9 and commercial aircraft transparencies.”

10           15. The Site purportedly offers a full range of capabilities for design,  
11 analysis, testing and certification of military canopies, cockpit windows and  
12 passenger windows, as well as manufacturing the world-leading F-35 canopy, and  
13 transparencies for the Boeing 787 Dreamliner and 737, the Airbus A350, HondaJet  
14 and Bombardier C-Series.

15           16. Defendants use, handle, and store explosive, flammable, and hazardous  
16 substances at the Site. These substances include, but are not limited to, MMA,  
17 which are used in the manufacturing of methacrylate resins and plastics.

18           17. MMA is extremely hazardous and dangerous. Exposure can occur  
19 through inhalation and skin contact. This chemical can, among other harms,  
20 permanently damage eyes, skin, nose, throat, and respiratory system.

21           18. Organizations such as the United States Environmental Protection  
22 Agency (“EPA”) have identified certain health hazards associated with exposure to  
23 MMA including, but not limited to, dermal, eye and mucus membrane irritation,  
24 respiratory symptoms, and neurological symptoms.

25           19. If released, MMA can become airborne and form a toxic gas cloud, or  
26 become extremely explosive, threatening all persons in proximity to such an event.

## 27 **II. The GKN Aerospace Incident**

28           20. On May 21, 2026, the Incident initially occurred when Firefighters

1 responded to the Site located in Garden Grove, California, bearing the address  
2 12122 Western Avenue, Garden Grove, California 92841, where an industrial tank  
3 containing approximately 7,000 gallons of MMA was becoming pressurized and  
4 releasing gas as it overheated. The tank was bulging dangerously, demonstrating  
5 signs that the subject tank could eventually explode.

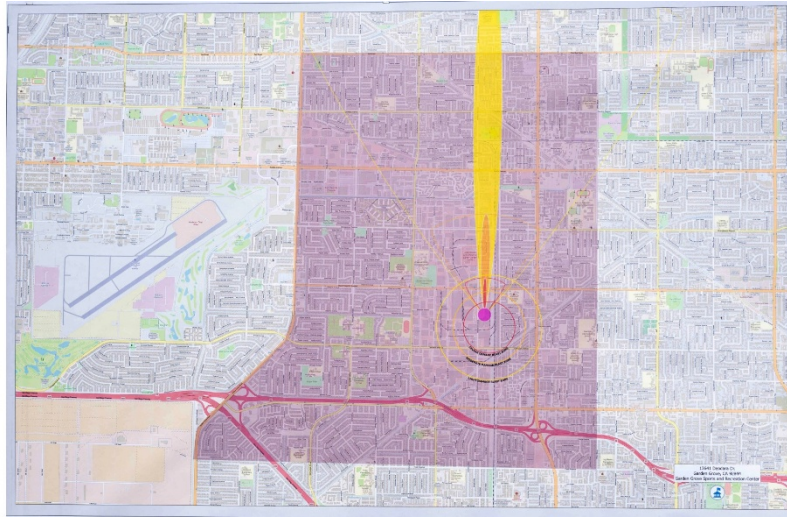
6 21. Division Chief Nick Freeman of the Orange County Fire Authority  
7 stated that “[MMA] is a respiratory irritant, so it can start off very mild, but it can  
8 progress to a point where, yes, you would probably require hospitalization, if not  
9 more.”

10 22. Based upon information and belief, Firefighters responding to the Site  
11 attempted to cool the subject tank by shooting water on its exterior so as to allow  
12 GKN Aerospace’s response team to get close enough to the tank to inject a  
13 neutralizing agent into the tank to reduce the chemical’s volatility. However, Orange  
14 County Fire Authority (OCFA) Division Chief Craig Covey stated that when the  
15 response team arrived, it found that the tank’s valves were “gummed up” and  
16 inoperable, making the interior to the tank inaccessible.

17 23. At that point, Chief Covey stated that “[t]here are literally two options  
18 left remaining. One, the tank fails and spills a total of about 6,000 to 7,000 gallons of  
19 very bad chemicals into the parking lot in that area, or two, the tank goes into a  
20 thermal runaway and blows up, affecting the tanks that are around them that have fuel  
21 or the chemicals in them as well.”  
22  
23  
24  
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28



24. As a result of the foregoing, on May 21, 2016, City authorities began issuing evacuation orders in the areas surrounding the Site (the “Evacuation Zone”), which were expanded on May 22, 2016 to include an estimated 40,000 people. The Evacuation Zone is set forth below:



25. Realizing the severity of the situation, on May 23, 2026, Governor Gavin Newsom declared a state of emergency stating, “I’m proclaiming a state of emergency in Orange County as California continues to respond to the hazardous chemical incident in Garden Grove.” *See* [https://x.com/CAgovernor/status/2058264096131469475?ref\\_src=twsrc%5Etfw%7Ctwcamp%5Etweetembed%7Ctwterm%5E2058264096131469475%7Ctwgr%5E798bf2c54bfea9f752bb611b1602d3745228b0bc%7Ctwcon%5Es1\\_&ref\\_url=https%3A%2F%2Fabc7news.com%2Fpost%2Fnewsom-declares-state-emergency-orange-due-chemical-leak-garden-grove-makes-additional-shelter-sites-available%2F19157616%2F](https://x.com/CAgovernor/status/2058264096131469475?ref_src=twsrc%5Etfw%7Ctwcamp%5Etweetembed%7Ctwterm%5E2058264096131469475%7Ctwgr%5E798bf2c54bfea9f752bb611b1602d3745228b0bc%7Ctwcon%5Es1_&ref_url=https%3A%2F%2Fabc7news.com%2Fpost%2Fnewsom-declares-state-emergency-orange-due-chemical-leak-garden-grove-makes-additional-shelter-sites-available%2F19157616%2F) (last visited May 26, 2026).

### **III. Significant Impact of the Incident on the residents of Garden Grove**

26. As of the date of the filing of this Complaint, GKN Aerospace has surprisingly, and shockingly, done little to address the Incident, much less assist the tens of thousands of Garden Grove residents that have been affected as a result of its actions.

27. Needless to say, the Incident has been one of the largest disasters the

1 Garden Grove community has ever seen or experienced.

2 28. The evacuation orders forced people living and working in the  
3 Evacuation Zone, spanning more than 10 square miles, to flee.

4 29. Gridlock stalled traffic throughout the City of Garden Grove. Residents  
5 received reverse 911 telephone calls, police officers knocked on their front doors,  
6 they were advised to immediately pack their personal belongings and flee to safety,  
7 and they faced imminent danger.

8 30. Needless to say, significant concerns about pollution and contamination  
9 resulting from the Incident continue to worry Garden Grove residents and business  
10 owners.

11 31. Surprisingly, Defendants have made no attempts to reimburse residents  
12 or business owners for expenses related to the Incident, such as accommodation,  
13 food, and transportation costs, much less the businesses that have suffered loss as a  
14 result of the evacuation orders.

15 **PLAINTIFF'S FACTUAL ALLEGATIONS**

16 32. Plaintiff and his family reside in Garden Grove, near the Site of the  
17 Incident and inside the initial Evacuation Zone. On May 21, 2026, Plaintiff and his  
18 family were advised to evacuate their home due to the Incident. They were told that  
19 needed to evacuate the premises immediately.

20 33. Plaintiff and his family had nowhere to go, and by the time they  
21 reached the local shelter it was full. Plaintiff was forced to pay for a hotel room for  
22 his family while they were mandatorily evacuated.

23 34. Plaintiff also missed three days of work, and lost wages as a result.

24 **CLASS ACTION ALLEGATIONS**

25 35. Plaintiff brings this action on his own behalf and under Federal Rules  
26 of Civil Procedure Rule 23(a) and (b)(3). Plaintiff seeks certification of a class  
27 ("Class") initially defined as follows:  
28



1 All persons and entities who/which on May 21,2026 were residents of,  
2 present in, employed in, or maintained a place of business in the  
3 Evacuation Zone.”

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

10 37. Collectively, members of the Class are referred to as “Class Members.”

11 38. Plaintiff reserves the right to amend the Class definition if discovery  
12 and further investigation reveal that the Class should be expanded or otherwise  
13 modified.

14 39. **Numerosity.** Fed. R. Civ. P. 23(a)(1). The members of the Class are so  
15 numerous that the joinder of all members is impractical. According to public  
16 information, approximately 50,000 individuals were subject to the relevant  
17 evacuation orders for several days. The disposition of the claims of Class Members  
18 in a single action will provide substantial benefits to all parties and to the Court.

19 40. **Commonality.** Fed R. Civ. P. 23(a)(2) and (b)(3). There are questions  
20 of law and fact common to the Class, which predominate over any questions  
21 affecting only individual Class Members. These common questions of law and fact  
22 include, without limitation:

23 a. Whether Defendants, by acting or failing to act, caused the  
24 Incident;

25 b. Whether Defendants owed a duty to Plaintiff and other Class  
26 Members to exercise due care in the operation of the Site;

27 c. Whether Defendants breached their duty to exercise the ordinary  
28 care and diligence in the ownership, operation, management, supervision,

1 inspection, maintenance, repair, and/or control of the Site, so as to not cause harm to  
2 public property, the environment, public resources, public health, and/or the  
3 comfortable use and enjoyment of life and liberty by the public.

4 d. Whether Defendants' acts or omissions were the legal and  
5 proximate cause of Plaintiffs' damages.

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

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

12 g. Whether Defendants' activities in operating, controlling,  
13 managing, and/or maintaining the Site constitute an extrahazardous and/or  
14 ultrahazardous and abnormally dangerous activity.

15 41. **Typicality.** Fed. R. Civ. P. 23(a)(3). Plaintiffs' claims are typical of  
16 those of other Class Members because Plaintiff and Class Members all suffered  
17 damages resulting from the Evacuation Orders that were issued as a direct result of  
18 the Site Incident.

19 42. **Adequacy of Representation.** Fed. R. Civ. P. 23(a)(4). Plaintiff will  
20 fairly and adequately represent and protect the interests of the members of the Class.  
21 Plaintiff has retained competent counsel experienced in litigation of class actions,  
22 including actions relating to chemical incidents, and Plaintiff intends to prosecute  
23 this action vigorously. Plaintiff's claims are typical of the claims of other members  
24 of the Class and Plaintiff has the same non-conflicting interests as the other  
25 Members of the Class. The interest of the Class will be fairly and adequately  
26 represented by Plaintiff and his counsel.

27 43 **Superiority of Class Action.** Fed R. Civ. P. 23(b)(3). A class action is  
28 superior to other available methods for the fair and efficient adjudication of this

1 controversy since joinder of all the members of the Class is impracticable, and  
2 questions of law and fact common to the class predominate over any questions  
3 affecting only individual members of the class. Furthermore, the adjudication of this  
4 controversy through a class action will avoid the possibility of inconsistent and  
5 potentially conflicting adjudication of the asserted claims. There will be no  
6 difficulty in the management of this action as a class action.

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

## 11 **CAUSES OF ACTION**

### 12 **Count I**

#### 13 **(Public Nuisance)**

14 45. Plaintiff incorporates the factual allegations contained in the preceding  
15 paragraphs of this Complaint.

16 46 Defendants' acts and omissions related to the Incident, including the  
17 negligent storage, containment, maintenance, monitoring, supervision, and control  
18 of MMA, created dangerous conditions that were harmful to health and substantially  
19 and unreasonably interfered with rights common to the surrounding public,  
20 including public health, public safety, public peace, public comfort, public  
21 convenience, property rights, and the safe use of public and private property  
22 throughout the surrounding communities.

23 47. The hazardous conditions created by Defendants resulted in widespread  
24 emergency response measures, including evacuation orders, shelter-in-place  
25 directives, road closures, emergency perimeters, hazardous materials response  
26 operations, public safety warnings, and substantial disruption to residential  
27 neighborhoods and surrounding communities in Garden Grove, Stanton, Cypress,  
28 Anaheim, Buena Park, Westminster, and nearby areas.



1 causing the Incident.

2 55. The Incident substantially interfered with Plaintiff's use of enjoyment  
3 of his residence, like other Class members.

4 56. The seriousness of the harm caused by the Incident outweighs any  
5 public benefit of Defendants' attendant conduct.

6  
7 56. Plaintiff did not consent to Defendants' actions as described herein.

8 57. Defendants' act and omissions have caused harm to Plaintiff and other  
9 Class members.

10  
11 **Count III**  
12 **(Negligence)**  
13

14 58. Plaintiff incorporates the factual allegations contained in the preceding  
15 paragraphs of this Complaint.

16 59. Plaintiff is informed and believes, and thereon alleges, that at the time  
17 of the Incident, Defendants owned, operated, controlled, managed, and/or  
18 maintained the Site, as described above.

19 60. At all relevant times, Defendants were required to exercise the utmost  
20 care and diligence in the ownership, operation, management, supervision,  
21 inspection, maintenance, repair, and/or control of the Site, so as not to cause harm to  
22 public property, the environment, public resources, public health, and/or the  
23 comfortable use and enjoyment of life and liberty by the public.

24 61. Defendants failed to exercise due care in the maintenance and  
25 monitoring of the Site so as to prevent fires, explosions, and/or the uncontrolled  
26 release of hazardous substances, odors, and wastes into the environment.

27 62. As a direct and proximate result of Defendants' breach of their duties,  
28 Plaintiff and those similarly situated were harmed. Defendants' breach of their

1 duties was the direct and proximate cause of the Site Incident that caused the release  
2 of hazardous substances, odors, and wastes, and interfered with Plaintiff's property  
3 rights.

4 63. As further direct and legal result of Defendants' breach of their duties,  
5 Plaintiff suffered damages, including but not limited to, economic loss from  
6 evacuation-related expenses, lost wages, fear and anxiety, disruption and  
7 inconvenience, and interference with property rights.

8 64. Plaintiff did not consent to Defendants' conduct, which required Class  
9 members to evacuate for over 72 hours to avoid immediate harm and has created  
10 long-lasting and continuing harm.

11 65. In addition to the negligence stated above, and in the alternative, the  
12 injuries and damages suffered by Plaintiff and others were caused by acts or  
13 omissions of Defendants, which acts or omissions may be beyond proof by Plaintiff  
14 herein, but which were within the knowledge and control of Defendants such that  
15 there are no other possible conclusions than that the Site Incident resulted from the  
16 negligence of Defendants. Furthermore, the Site Incident would not have occurred  
17 had the Defendants exercised the high degree of care imposed on them and Plaintiffs  
18 therefore plead the doctrine of *res ipsa loquitur*.

19  
20 **Count IV**

21 **(Trespass)**

22 66. Plaintiff incorporates the factual allegations contained in the preceding  
23 paragraphs of this Complaint.

24 67. Plaintiff and other Class members are owners, occupants, and/or  
25 tenants of real property.

26 68. Defendants caused MMA to be released near the real properties of  
27 Plaintiff and the Class, which in turn caused or threatened to cause MMA to travel  
28 to those properties.



1 || 69. Plaintiff did not give permission for this direct and/or indirect entry.

70. Plaintiff, along with numerous others in the Evacuation Zone, has been  
harmed by Defendants' conduct, as Plaintiff suffered the loss of the use and  
enjoyment of his property.

71. An ordinary person of reasonable sensibilities would reasonably be annoyed and/or disturbed by the conditions created by Defendants.

7            72. As a direct and legal cause of the wrongful acts set forth herein,  
8 Plaintiff suffered damages as described in the preceding paragraphs.

## Count V

**(Strict Liability – Extrahazardous and/or Ultrahazardous Activity)**

73. Plaintiff incorporates the factual allegations contained in the preceding paragraphs of this Complaint.

74. At all times relevant herein, Defendants' activities in operating, controlling, managing, and/or maintaining the Site constitute an extrahazardous and/or ultrahazardous and abnormally dangerous activity, as the operation and maintenance of a refinery using hydrogen fluoride in a populated area poses serious risk of harm, regardless of the amount of care exercised.

75. As alleged herein, Plaintiff was seriously harmed, as a direct result of Defendants' extrahazardous and/or ultrahazardous and abnormally dangers activities in operating and maintaining the Site.

76. Plaintiff's harm, as outlined above, was the kind of harm that would be anticipated as a result of the risk created by Defendants' extrahazardous and/or ultrahazardous and abnormally dangerous activities, specifically the operation and maintenance of a facility with MMA in a populated area.

25            77. Defendants' extrahazardous and/or ultrahazardous and abnormally  
26 dangerous activities was the direct cause of the evacuation that deprived Plaintiffs of  
27 the enjoyment and use of their homes and their ability to operate businesses and  
28 work.

78. As a direct and legal cause of the wrongful acts herein set forth, Plaintiff suffered damages as described above in the preceding paragraphs.

## Count VI

**(Violation of Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*)**

79. Plaintiff incorporates the factual allegations contained in the preceding paragraphs of this Complaint.

80. Plaintiff brings this claim individually and on behalf of the Class.

81. Plaintiff brings this cause of action pursuant to California’s Unfair Competition Law, codified in California Business and Professions Code § 17200, *et seq.* (“the UCL”).

82. The UCL defines unfair competition as any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Cal. Bus. & Prof. Code § 17500.

83. Defendants, at all relevant time periods, caused Plaintiffs, and those Class Members Plaintiff seeks to represent, excessive, injury-in-fact damages as a result of their actions as alleged herein.

84. Defendants' actions are unlawful, unfair and/or fraudulent as alleged herein, which resulted in the Incident.

85. As a direct and proximate result of Defendants' violation of the UCL, Plaintiff and members of the Class have suffered injury-in-fact, and have lost money in the form of unreimbursed economic loss and/or loss of enjoyment/use of their property and/or business.

## PRAYER FOR RELIEF

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

a. For an Order certifying the Class, and appointing Plaintiff and his Counsel to represent the Class;

- b. Awarding Plaintiff actual damages, including compensatory and consequential damages, in an amount to be determined at trial;
- c. Awarding Plaintiff pre-judgment and post-judgment interest;
- d. Awarding Plaintiff such costs and disbursements as are incurred in prosecuting this action, including reasonable attorneys' fees, as allowable by law; and
- e. Granting Plaintiff such other and further relief as this Court deems just and proper.

### **DEMAND FOR JURY TRIAL**

Based on the foregoing, Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a jury trial for all claims so triable.

DATED: May 26, 2026

Respectfully submitted,

/s/ Tina Wolfson

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