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Classes

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

DANIEL COFFEY; MICHAEL E.
MONTOKA; CAROL BAUM; EMILY
BAUM; NEVIL DHABHAR; DADI
DHABHAR; JEFF GOLDFIELD;
AIDAN JEFFERY GOLDFIELD;
VICTOR BLANC; ZACHARY
BRANDT; JOSIP MILIC; MICHAEL
ESPOSITO; JOHN M. PESCE; and RZ
CAPITAL & DEVELOPMENT, LLC,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CHEVRON U.S.A. INC.; CHEVRON
CORPORATION; and DOES 1–10

Defendants.

CASE NO.:
2:25-cv-09699-SVW-BFM

**FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

- 1) Negligence;**
- 2) Premises Liability;**
- 3) Strict Liability;**
- 4) Private Nuisance;**
- 5) Public Nuisance;**
- 6) Trespass to Land; and**
- 7) Trespass to Chattels**

DEMAND FOR JURY TRIAL

(CLASS ACTION)

FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiffs Daniel Coffey, Michael E. Montoya, Carol Baum, Emily Baum, Nevil
Dhabhar, Dadi Dhabhar, Jeff Goldfield, Aidan Jeffery Goldfield, Victor Blanc,

1 Zachary Brandt, Josip Milic, Michael Esposito, John M. Pesce, and RZ Capital &
2 Development, LLC allege the following:

3
4 **INTRODUCTION**

5 1. At approximately 9:31 p.m. on October 2, 2025, a section of piping at the
6 top of an Isomax furnace at the El Segundo Refinery operated by Chevron U.S.A. Inc.
7 (the Refinery), thinned by corrosion that Chevron U.S.A. Inc. had never measured at
8 that location, ruptured and released flammable process material that ignited and burned
9 for approximately nine and one-half hours, into the morning of October 3, 2025 (the
10 Incident). The City of Manhattan Beach ordered residents of its Tree Section to shelter
11 in place with windows closed. On information and belief, the fire sent soot, ash, and
12 oily particulate residue over the surrounding South Bay communities. That residue
13 settled on Plaintiffs' homes, vehicles, and vessels in Manhattan Beach, Hermosa
14 Beach, Redondo Beach, and the [REDACTED] It coated windows, balconies,
15 decks, hulls, and vehicle finishes; its odors hung inside the residential Plaintiffs' homes
16 for days; it impaired the condition and use of their property; and it required cleaning
17 that, on much of that property, has not removed it. This is an action for that property
18 damage, for the interference with the use and enjoyment of property that it caused, and
19 for the abatement of what remains.

20 2. Chevron U.S.A. Inc. has already told the public how the piping failed. Its
21 own incident-investigation summary identifies the failed circuit, the piping from the F-
22 720 reboiler furnace to the C-720 Topping Column in Plant 7, and the mechanism,
23 localized hydrogen-free, low-sulfur sulfidation corrosion. It then catalogs the
24 inspection-program deficiencies its investigation found: no condition-monitoring
25 location at the point of failure or at similar locations on the header; an inspection
26 strategy selected for a different corrosion mechanism, when Chevron U.S.A. Inc.'s
27 own program contained a strategy for the mechanism actually at work; no assignment
28 of potential monitoring locations to the high-turbulence and mixed-phase-flow areas

1 that included the failure location; and two inspection readings at a monitored location
2 approximately three feet from the failure that met Chevron U.S.A. Inc.'s own definition
3 of an integrity threat and produced no integrity-threat recommendation. The summary
4 acknowledges that expanded inspection could have found the thinned piping; it stops
5 short of saying that it would have. Plaintiffs allege that it would have: had Chevron
6 U.S.A. Inc. applied the inspection strategy its own program contained for that
7 mechanism, placed monitoring locations where that mechanism attacks, or escalated
8 the integrity-threat data its own inspectors recorded approximately three feet away, the
9 thinning would have been found and the loss of containment and fire would not have
10 occurred. Plaintiffs allege that each of those deficiencies allowed the corrosion to run
11 undetected to rupture and was a substantial factor in the Incident.

12 3. None of this was new to Chevron. Sulfidation corrosion, the degradation
13 family that consumed this header, is the family that Chevron's own technology
14 organization warned Chevron's refineries about in 2009; that, in other alloys and other
15 units, ruptured piping and ignited a fire at Chevron's Richmond, California refinery in
16 2012 and was found by a metallurgical evaluation in this Refinery's own piping in
17 2013; and that a 2018 federal consent decree required Chevron U.S.A. Inc. to measure
18 for and remediate in designated piping. The industry guidance that Chevron U.S.A.
19 Inc.'s own summary cites addressed the specific hydrogen-free, low-sulfur variant that
20 caused this failure in 2019, and Chevron U.S.A. Inc. maintained in its own inspection
21 program a strategy specific to that exact variant. In the twelve months before the
22 Incident, the Refinery's air regulator issued it thirteen notices of violation, including
23 notices for failing to maintain equipment in a manner ensuring proper operation, which
24 Plaintiffs plead as notice of refinery-wide maintenance deficiencies rather than as
25 citations of the circuit that failed; and, on information and belief, in August 2025
26 Chevron told that regulator that deposits had built up in Refinery furnace tubes,
27 creating a risk of overheating and equipment failure, and asked for leniency. Sixteen
28 years of warnings, a prior catastrophe, a court-ordered Technical Authority Process

1 governing sulfidation inspection and integrity-threat resolution, a strategy in its own
2 inspection program for the very mechanism, and two integrity-threat readings
3 approximately three feet from the rupture gave Chevron U.S.A. Inc. every reason to
4 inspect that header for that mechanism. It never applied that strategy to that header.

5 4. Plaintiffs bring this action for themselves and for classes of persons and
6 entities holding real-property and personal-property interests in the surrounding area,
7 including commercially owned vehicles and vessels.

8 5. Plaintiffs seek the full measure of the property loss the Incident inflicted:
9 physical damage to real and personal property, reasonable inspection and restoration
10 expense, loss of use, incident-caused diminution in value, and compensable
11 interference with the use and enjoyment of residential premises. Plaintiffs also seek
12 abatement of the event-related deposits that remain on affected property, and punitive
13 damages on the corporate showing alleged below, because, as alleged, the fire followed
14 a sequence of inspection and operating choices that Chevron U.S.A. Inc.'s own
15 procedures required it to make differently.

16 6. The records that would establish Defendants' inspection and operating
17 decisions with precision, including their inspection, engineering, process-safety,
18 governance, and emergency-response records, are in Defendants' possession, not
19 Plaintiffs'. Allegations made on information and belief in this pleading concern either
20 matters peculiarly within Defendants' knowledge or matters reported publicly by
21 regulators, public officials, journalists, and community members that Plaintiffs have
22 not yet been able to test through discovery. Each such allegation is specifically
23 identified as likely to have evidentiary support after a reasonable opportunity for
24 further investigation or discovery, as Federal Rule of Civil Procedure 11(b)(3) permits.

25 26 **JURISDICTION AND VENUE**

27 7. This Court has subject-matter jurisdiction under the Class Action Fairness
28 Act, 28 U.S.C. § 1332(d). The proposed classes comprise persons and entities holding

1 real-property and personal-property interests in the communities surrounding one of
2 the largest refineries on the West Coast, where, on information and belief, tens of
3 thousands of people live or work within a few miles of the Refinery. On information
4 and belief, the proposed classes contain more than 100 members and place more than
5 \$5,000,000 in controversy in the aggregate, exclusive of interest and costs. That
6 allegation rests on the number of residential and nonresidential properties, vehicles,
7 and vessels within the proposed area, the reports of residue on multiple kinds of
8 property in multiple communities, and the combined inspection, cleaning, repair,
9 restoration, loss-of-use, diminution, abatement, and punitive relief sought.

10 8. At commencement of this action, Daniel Coffey (Mr. Coffey) was a
11 citizen of California. RZ Capital & Development, LLC is a California limited liability
12 company with its principal place of business in California and, under 28 U.S.C. §
13 1332(d)(10), a citizen of California. Chevron U.S.A. Inc. is incorporated in
14 Pennsylvania and, on information and belief, had its principal place of business in
15 Texas when this action commenced. Chevron Corporation is incorporated in Delaware
16 and, on information and belief, had its principal place of business in Texas at
17 commencement. Minimal diversity therefore exists under 28 U.S.C. § 1332(d)(2)(A):
18 a member of the proposed classes is a citizen of a State different from each named
19 Defendant.

20 9. This Court has specific personal jurisdiction over Chevron U.S.A. Inc.,
21 which operated the Refinery in California, controlled the operation, inspection,
22 maintenance, and corrosion management of the F-720/C-720 system there, and caused
23 the release that deposited material on California property; every claim arises from that
24 California conduct. Specific jurisdiction over Chevron Corporation rests on its own
25 conduct directed at California, alleged below on information and belief: establishing
26 and overseeing the enterprise-level corrosion and mechanical-integrity standards
27 applied at this California refinery, including the sulfidation inspection strategy
28 implicated in the Incident, and exercising oversight and verification of process safety,

1 reliability, and integrity at the Refinery through its technical center. Those California-
2 directed activities gave rise to the claimed injuries. Plaintiffs do not rest jurisdiction
3 over Chevron Corporation merely on its ownership of a subsidiary.

4 10. Venue is proper under 28 U.S.C. § 1391(b)(2). The Refinery, the
5 equipment that failed, the release, and the property on which the release deposited are
6 all in this District, in Los Angeles County within the Western Division. A substantial
7 part of the acts and omissions giving rise to the claims, including the operation and
8 inspection of the failed circuit, occurred here, and the property that is the subject of the
9 action is situated here.

10
11 **PARTIES AND PLAINTIFF-SPECIFIC PROPERTY INJURIES**

12 11. Mr. Coffey owned or lawfully possessed, during the Incident, a [REDACTED]
13 [REDACTED] regularly parked at his Redondo Beach residence and
14 a [REDACTED] sailing vessel berthed at [REDACTED] [REDACTED] [REDACTED]
15 [REDACTED] Redondo Beach. After the fire, soot, ash, and oily residue coated the
16 vehicle and the vessel, impaired their condition and use, and required inspection and
17 cleaning; deposits from the Incident remain on both (the Remaining Deposits described
18 below). Photographs taken in the days after the fire, including on October 9, 2025,
19 document the deposits. Mr. Coffey reported [REDACTED] [REDACTED] [REDACTED] and
20 [REDACTED] in the days after the Incident; Plaintiffs allege, on information and belief,
21 that he was in Redondo Beach during the Incident and its overnight combustion and
22 [REDACTED] from the fire. Those facts are pleaded
23 as evidence of the plume's reach; no personal-injury cause of action is asserted.
24 Plaintiffs further allege, on information and belief, that Mr. Coffey held a slip tenancy
25 at [REDACTED] during the Incident and occupied the vessel berthed there as his residence,
26 so that he also held a possessory interest in that berth. Mr. Coffey's property claims are
27 for his vehicle, his vessel, and, in the alternative, his possessory interest in the berth.
28

1 12. Michael E. Montoya owned, during the Incident, a [REDACTED] [REDACTED]
2 [REDACTED] sailing vessel moored at [REDACTED] [REDACTED] [REDACTED]
3 [REDACTED] Redondo Beach, and a [REDACTED] pickup truck. Soot, ash, and oily residue
4 from the Incident settled across the vessel's exterior, including its hull, deck, gelcoat,
5 canvas, rigging, and other exposed surfaces, and on the truck, impaired the condition
6 and use of both, and required cleaning and restoration. Mr. Montoya's vessel lay near
7 Mr. Coffey's, and the deposition on the two vessels was observed at the same location,
8 on the same dates, and from the same deposition event. Remaining Deposits persist on
9 his vessel and his truck. Plaintiffs further allege, on information and belief, that Mr.
10 Montoya held a slip tenancy at [REDACTED] during the Incident and occupied the vessel
11 berthed there as his residence, so that he also held a possessory interest in that berth.

12 13. Carol Baum held an ownership or lawful possessory interest in, and
13 occupied, her residential unit at [REDACTED] [REDACTED] Redondo Beach,
14 during the Incident. Soot and oily residue from the Incident settled on exterior surfaces
15 associated with the unit, including windows, the balcony, and outdoor areas, and on
16 the personal property she kept there, and the fire's odors intruded into the unit itself for
17 days. Those conditions interfered with her ordinary use and enjoyment of her home
18 and required cleaning, and Remaining Deposits persist on the exterior surfaces
19 associated with the unit. The contamination of her unit and of the other units at [REDACTED]
20 [REDACTED] came from a single, building-wide deposition event. Ms. Carol Baum
21 sues for the injury to her own property interest and her own loss of use and enjoyment,
22 not for damage belonging exclusively to a different owner or to an owners' association.
23 Ms. Carol Baum reports [REDACTED] an [REDACTED] [REDACTED] and
24 [REDACTED] following the explosion; Plaintiffs allege, on information and
25 belief, that she was at her Redondo Beach residence during the Incident and its
26 overnight combustion. Those facts are pleaded as evidence of the plume's reach; no
27 personal-injury cause of action is asserted.
28

1 14. Emily Baum lawfully occupied her residential unit at [REDACTED]
2 [REDACTED] Redondo Beach, during the Incident. Soot and oily residue from the
3 Incident settled on windows, the balcony, and exterior areas associated with the unit,
4 and on the personal property she kept there, and the fire's odors intruded into the unit
5 for days, impairing the condition and ordinary use of her home and requiring cleaning.
6 She bought an air purifier whose filters repeatedly registered poor air quality and had
7 to be replaced; her passenger vehicle, kept at the building, was repeatedly coated with
8 residue that impaired its condition and appearance; and the patio furniture she kept on
9 the balcony was so fouled that she discarded it and has not yet replaced it. Remaining
10 Deposits persist on the exterior surfaces associated with the unit. Her unit and Ms.
11 Carol Baum's unit were contaminated by the same single, building-wide deposition
12 event. Ms. Emily Baum sues for the injury to her own lawful possessory interest in the
13 unit, the personal property she kept there, including her vehicle and the discarded
14 furniture, and her own use and enjoyment of her home; she does not claim ownership
15 of the building.

16 15. Nevil Dhabhar lawfully occupied his residential unit at [REDACTED]
17 [REDACTED] Redondo Beach, during the Incident. Soot and oily residue from the
18 Incident settled on windows, the balcony, and exterior areas associated with the unit,
19 and on the personal property he kept there, and the fire's odors intruded into the unit
20 for days. The result was physical contamination of that property, interference with his
21 ordinary use and enjoyment of his home, and a need for cleaning; Remaining Deposits
22 persist on the exterior surfaces associated with the unit. The contamination of his unit
23 arose from the same single, building-wide deposition event that affected the other units
24 at [REDACTED] Mr. Dhabhar reports that he experienced [REDACTED] for
25 days after the Incident; Plaintiffs allege, on information and belief, that he was at his
26 Redondo Beach residence during the Incident and its overnight combustion. Those
27 facts are pleaded as evidence of the plume's reach; no personal-injury cause of action
28 is asserted.

1 16. Dadi Dhabhar lawfully occupied his residential unit at [REDACTED]
2 [REDACTED] Redondo Beach, during the Incident. Plaintiffs allege, on information
3 and belief, based on the single, building-wide deposition event at [REDACTED]
4 reported by the three co-plaintiffs who occupy units in that building, including the
5 adjoining [REDACTED] that soot and oily residue from the Incident settled on the
6 exterior surfaces associated with his unit and interfered with its ordinary use. Mr. Dadi
7 Dhabhar sues for the injury to his own lawful possessory interest in the unit and his
8 own use and enjoyment of his home; he does not claim ownership of the building.

9 17. Jeff Goldfield lawfully occupied a residential unit at [REDACTED]
10 [REDACTED] Redondo Beach, during the Incident. Soot and oily residue from the
11 Incident settled on the exterior surfaces associated with the unit and on personal
12 property he kept there, as he reported and photographed, and required cleaning. His
13 unit was contaminated by the same single, building-wide deposition event as the other
14 Plaintiff units at [REDACTED] Mr. Jeff Goldfield sues for the injury to his own
15 lawful possessory interest in the unit, the personal property he kept there, and his own
16 use and enjoyment of his home; he does not claim ownership of the building.

17 18. Aidan Jeffery Goldfield lawfully occupied the same unit, [REDACTED]
18 [REDACTED] [REDACTED] during the Incident, and sustained the same deposits on the
19 exterior surfaces associated with the unit. The unit's two lawful occupants each sue for
20 their own loss of use and enjoyment of their home and do not seek the same loss twice;
21 neither claims ownership of the building.

22 19. Victor Blanc lawfully occupied his residential unit at [REDACTED]
23 [REDACTED] Redondo Beach, during the Incident. Soot and oily residue from the
24 Incident settled on the exterior surfaces associated with the unit and on personal
25 property he kept there, as he reported, and required cleaning. Mr. Blanc sues for the
26 injury to his own lawful possessory interest in the unit, the personal property he kept
27 there, and his own use and enjoyment of his home; he does not claim ownership of the
28 building.

1 20. Zachary Brandt owned or lawfully possessed and occupied residential
2 premises at [REDACTED] Hermosa Beach, during the Incident, and during the
3 Incident possessed a sport utility vehicle kept at those premises. Soot from the Incident
4 settled on the vehicle and on the plants, windows, and outdoor furniture at the premises,
5 and severe odors intruded into the premises and prevented normal outdoor activity
6 there for several days; in his words, the smell was so bad that he could not walk outside
7 for several days, and there was soot all over his car, plants, windows, and outdoor
8 furniture. Remaining Deposits persist on his sport utility vehicle and at the premises.
9 He sues for the physical contamination of the premises and his sport utility vehicle, the
10 cost of cleaning, the impairment of the vehicle, and the interference with his residential
11 use and enjoyment. The delivery van kept at the premises is pleaded by RZ Capital &
12 Development, LLC below; Mr. Brandt asserts no claim for it.

13 21. Josip Milic owned or lawfully possessed and occupied residential
14 premises at [REDACTED] Manhattan Beach, within the area the City of Manhattan
15 Beach placed under its shelter-in-place order, during the Incident, and owned or
16 lawfully possessed a passenger vehicle kept there. Soot and debris from the Incident
17 settled on the vehicle and on the windows of the home, as the photographs and video
18 he provided in May 2026 show, impaired the vehicle's condition and appearance, and
19 required cleaning. Mr. Milic reports [REDACTED] that he attributes to the fumes
20 of the fire; Plaintiffs allege, on information and belief, that he was at the premises
21 during the Incident and its overnight combustion. Those facts are pleaded as evidence
22 of the plume's reach; no personal-injury cause of action is asserted. He sues for the
23 physical contamination of the premises and the vehicle, the cost of cleaning, the
24 impairment of the vehicle, and the interference with his residential use and enjoyment.

25 22. Michael Esposito owned or lawfully possessed a passenger vehicle that,
26 on the evening of October 2, 2025, was parked outdoors and charging at the [REDACTED]
27 [REDACTED] in Manhattan Beach, within the Area and near the Refinery.
28 Residue from the Incident settled on the vehicle, impaired its condition and appearance,

1 and required cleaning. Mr. Esposito's membership in the Personal Property Class turns
2 on where his vehicle was during the Incident, not on where he resides, and he asserts
3 no residential claim. He sues for the physical contamination and impairment of the
4 vehicle and the cost of cleaning it.

5 23. John M. Pesce owned or lawfully possessed, during the Incident, a vessel
6 berthed at [REDACTED] Redondo Beach. Soot, ash, and oily
7 residue from the Incident settled on the vessel's exposed surfaces, impaired its
8 condition and use, and required cleaning. Mr. Pesce, who [REDACTED] reports [REDACTED]
9 [REDACTED] following the explosion; Plaintiffs allege, on information and belief, that he
10 was in Redondo Beach during the Incident and its overnight combustion. Those facts
11 are pleaded as evidence of the plume's reach; no personal-injury cause of action is
12 asserted. His property claim is for the vessel; he asserts no residential claim.

13 24. RZ Capital & Development, LLC (RZ) is a California limited liability
14 company. During the Incident, RZ owned, used in its business, and had paid for a
15 delivery van kept at [REDACTED] Hermosa Beach, the premises Mr. Brandt
16 occupied; the van was registered in Mr. Brandt's name. Plaintiffs allege that RZ was
17 the van's owner and possessor and, in the alternative, that RZ was its beneficial owner
18 and possessor and Mr. Brandt its registered owner holding it for RZ. Soot from the
19 Incident settled on the van, impaired its condition and appearance, and required
20 cleaning. RZ later sold the van, and Plaintiffs allege, on information and belief, that
21 the Incident's impairment of the van's condition and appearance reduced the price RZ
22 obtained, as RZ's purchase and sale records will show. RZ sues for the physical
23 contamination and impairment of the van, the cost of cleaning, and the incident-
24 attributable loss in value realized on its sale; RZ and Mr. Brandt do not seek the same
25 loss twice.

26 25. Each Plaintiff's injury is concrete and particular: physical deposits on
27 property that Plaintiff owned or lawfully possessed, impaired use of that property,
28 cleaning and restoration that the deposits made necessary, and, for RZ Capital &

1 Development, LLC, the loss realized on the sale of its van. The deposits came from the
2 Refinery, as the plume and offsite deposition allegations in Section F below explain.
3 The fire began at approximately 9:31 p.m. on October 2, 2025 and burned through the
4 night; the smoke was observed; residue appeared on property in the surrounding
5 communities during and immediately after the fire; each Plaintiff's identified property
6 sat in Redondo Beach, including King Harbor, in Hermosa Beach, or in Manhattan
7 Beach, as alleged in Section F; and each Plaintiff's post-fire observations describe the
8 same event. The operational and inspection failures alleged below were a substantial
9 factor in causing that release, and the release was a substantial factor in causing each
10 Plaintiff's property injury.

11 26. Chevron U.S.A. Inc. (CUSA) is a Pennsylvania corporation. CUSA
12 owned or operated the El Segundo Refinery, possessed and controlled the Refinery
13 premises and the process equipment on them, and controlled the operation, inspection,
14 maintenance, and corrosion management of the F-720/C-720 system that failed,
15 including the selection of the condition-monitoring locations on that system and the
16 handling of the inspection readings taken at them. The inspection program that
17 governed that system was CUSA's own, administered, as alleged on information and
18 belief in the next two paragraphs, under Chevron Corporation's enterprise standards.
19 The incident summary referred to throughout this pleading is CUSA's account of its
20 own investigation. References to Chevron, the Refinery operator, or the inspection
21 program mean CUSA unless another actor is specifically identified.

22 27. Chevron Corporation is CUSA's parent and, Plaintiffs allege on
23 information and belief, a direct participant, through enterprise standard-setting and
24 oversight, in the inspection-strategy failure that produced the Incident. Chevron
25 Corporation publicly describes its Operational Excellence Management System, in
26 place since 2004 and updated in 2018, as a comprehensive and prescriptive system
27 whose focus areas include process safety, reliability, and integrity, and states that its
28 technical center sets that system's strategic direction and provides oversight and

1 verification of its effectiveness throughout the corporation. Plaintiffs allege, on
2 information and belief, that Chevron Corporation participated directly in establishing
3 and overseeing the enterprise-level corrosion and mechanical-integrity standards
4 applied at the Refinery, including the sulfidation inspection strategy implicated in the
5 Incident, and that the corrosion-management and mechanical-integrity program
6 applied at the Refinery operated under those enterprise standards. Those allegations
7 rest on Chevron Corporation's own public description of that system and will be tested
8 against its process-safety governance, delegation, and implementation records.
9 Plaintiffs do not rest Chevron Corporation's liability on ownership, branding, or
10 consolidated financial reporting. They name Chevron Corporation for its own alleged
11 conduct in setting and overseeing the standards under which the circuit that failed was
12 monitored for the wrong corrosion mechanism, and, alternatively, on the agency and
13 ratification bases alleged next.

14 28. Alternatively, Plaintiffs allege, on information and belief, that CUSA at
15 all relevant times operated the Refinery as Chevron Corporation's agent, under
16 enterprise process-safety standards that Chevron Corporation set and enforced; that
17 Chevron Corporation knew, actually or constructively, of the inspection strategy, the
18 integrity-threat handling, and the regulatory history alleged below, through the
19 oversight and verification functions it publicly claims, which by their described
20 purpose would surface that information; that Chevron Corporation ratified CUSA's
21 conduct by continuing to direct, fund, and benefit from the Refinery's operation in the
22 condition alleged; and that CUSA and Chevron Corporation operated the Refinery as
23 a single integrated refining enterprise for purposes of process-safety governance.
24 Chevron Corporation's process-safety governance, delegation, budgeting, and
25 implementation records will show the extent of that control and knowledge.

26 29. Does 1 through 10 are persons or entities, not yet identified, that
27 participated in the design, operation, inspection, maintenance, or safety management
28 of the circuit that failed. Plaintiffs will seek leave to name them when their identities

1 and conduct are learned. Each Defendant is charged with its own actionable conduct
2 or with conduct for which an established agency or other applicable legal relationship
3 makes it responsible.

4 5 **FACTUAL ALLEGATIONS**

6 **A. The Refinery, Its Setting Amid Residential and Commercial** 7 **Communities, and the Isomax Unit 7 Hydroprocessing System**

8 30. Chevron operates one of the largest refineries on the West Coast in the
9 middle of densely populated residential and commercial communities. The Refinery,
10 in El Segundo, has a crude capacity that, on information and belief, is approximately
11 285,000 barrels per day. Dense residential and commercial areas surround it, and, on
12 information and belief, tens of thousands of people live or work in the communities
13 within a few miles of its fence line. Chevron's own public statements after the Incident
14 placed the fire near the southeast corner of the Refinery site, adjacent to Rosecrans
15 Avenue. Plaintiffs allege, on information and belief, that Plant 7 and the Isomax
16 equipment sit toward that southeastern portion of the Refinery footprint, near public
17 roads and residential areas rather than near the center of the industrial parcel, as
18 Chevron's plot plans, permit records, and facility-siting analyses will show. On that
19 basis, Plaintiffs allege that Chevron operated high-hazard process equipment near the
20 Refinery's perimeter, adjacent to public roads and homes. Any release from that
21 equipment would foreseeably send flame, smoke, soot, and odor into the surrounding
22 communities, drive residents indoors, and foul their property. Those offsite
23 consequences were foreseeable to Defendants before October 2, 2025.

24 31. The Isomax Division is a hydrocracking complex that converts heavy gas
25 oil into jet fuel and other products. Plaintiffs allege, on information and belief, that the
26 hydrocracking reactors upstream of the failed circuit operate at high pressure and high
27 temperature in the presence of hydrogen. The F-720/C-720 circuit downstream of those
28 reactors carried the sulfur-bearing process material in which sulfidation occurs, under

1 its own operating pressure, temperature, sulfur content, phase, and flow conditions,
2 which are recorded in Defendants' operating records and are a matter for discovery.
3 Plaintiffs plead the reactor conditions as the setting in which the circuit operated, not
4 as the conditions of the failed transfer line itself.

5 32. Sulfidation corrosion was no mystery to Chevron. It is a well-documented
6 degradation mechanism, addressed in industry guidance Chevron knew, including
7 American Petroleum Institute Recommended Practice 939-C, in which sulfur
8 compounds in hydrocarbon process streams attack steel piping and vessel walls at
9 elevated temperatures and progressively thin the metal until it ruptures. The 2019
10 edition of API Recommended Practice 939-C, which CUSA's own incident summary
11 cites, addresses the hydrogen-free, low-sulfur variant of sulfidation that occurs in
12 hydroprocessing distillation sections, the very mechanism that consumed the header
13 that failed. CUSA's summary, citing that guidance, describes the variant as not widely
14 understood in the industry. Whatever the industry understood, CUSA understood it:
15 CUSA's own inspection program contained an inspection strategy specific to that
16 variant, and CUSA selected a different, general-sulfidation strategy for the circuit that
17 failed. CUSA knew the mechanism well enough to maintain a strategy for it and chose
18 not to use that strategy on the circuit that failed. Plaintiffs allege that choice was
19 decisive, because localized, hydrogen-free, low-sulfur sulfidation produces non-
20 uniform wall loss at points a general strategy will not find unless monitoring locations
21 are chosen for that mechanism.

22 **B. Sixteen Years of Notice: Chevron's Corrosion-Management History**
23 **before the Incident (2009 to 2025)**

24 33. Chevron's own technologists sounded the alarm on sulfidation in 2009.
25 That year, Chevron Energy Technology Company (ETC), an internal technology and
26 technical-services organization that the consent decree described below identifies as a
27 division of CUSA and that the United States Chemical Safety and Hazard Investigation
28 Board (CSB) has described as a business unit within Chevron Corporation providing

1 technical expertise across Chevron, circulated an internal Sulfidation Failure
2 Prevention Initiative report to the reliability managers and metallurgists at Chevron's
3 individual refineries. The report recommended one hundred percent component
4 inspection of high-temperature carbon-steel piping susceptible to sulfidation corrosion
5 and, as an alternative mitigation, upgrading that piping to higher-chromium steel for
6 better resistance to sulfidation corrosion. At Richmond, Chevron did not act on its own
7 warning. A federal investigation of the 2012 sulfidation-corrosion pipe failure and fire
8 at Chevron's Richmond, California refinery found that the initiative had not been
9 implemented at that refinery, that no manager with decision-making authority there
10 had been assigned responsibility for implementing it, and that Chevron's corporate
11 reliability programs did not track the implementation of ETC's recommendations.
12 Plaintiffs allege, on information and belief, that this history gave CUSA notice across
13 its refineries, since at least 2009, that sulfidation corrosion required sustained materials
14 and inspection vigilance. The header that failed in the Incident was chromium-alloy
15 steel, not carbon steel, and it failed through the distinct hydrogen-free, low-sulfur
16 variant described below. Plaintiffs plead the 2009 and 2012 history as notice of the
17 sulfidation family and of the need for sustained, mechanism-specific inspection, not as
18 an allegation that the same material or the same mechanism was involved in the
19 Richmond failure.

20 34. The cost of ignoring that warning arrived on August 6, 2012. That day a
21 sulfidation-corroded pipe in the crude unit of Chevron's Richmond refinery ruptured,
22 releasing a vapor cloud that ignited into a fire and a plume that, on information and
23 belief, sent approximately 15,000 Bay Area residents to seek [REDACTED] an
24 offsite consequence Chevron could not thereafter call unforeseeable. The CSB
25 investigated and found, in its final report, that Chevron had known the piping was
26 thinning from sulfidation corrosion and had delayed replacing it, and that Chevron's
27 inspection and maintenance practices were systemically deficient. The CSB
28 recommended company-wide corrective action. Thirteen years before the Incident,

1 Chevron's own piping had failed through sulfidation, and the federal investigation that
2 followed found that Chevron had known of the thinning and had let the pipe run until
3 it failed.

4 35. The lesson came home to El Segundo within a year. Following the 2012
5 Richmond event, piping from the Refinery's No. 4 Crude Unit was removed as a
6 precaution, and CUSA and the CSB submitted seven segments of eight-inch carbon-
7 steel piping for metallurgical evaluation. The resulting April 15, 2013 report identified
8 sulfidation corrosion and greater corrosion susceptibility associated with low silicon
9 content, and tested Refinery segments showed wall thickness as low as 0.128 inch
10 against a nominal 0.322 inch, a loss of approximately sixty percent. Those samples
11 came from the No. 4 Crude Unit and were carbon steel, a different unit and a different
12 alloy from the header that failed. Their significance is that, no later than 2013, CUSA
13 held facility-specific evidence that sulfidation was actively consuming Refinery
14 piping, and consuming it to less than half of its nominal wall. Plaintiffs plead the
15 evaluation as that notice, not as knowledge of the precise defect that later failed.
16 Plaintiffs further allege, on information and belief, that the inspection lesson of ETC's
17 initiative, the Richmond findings, and the 2013 evaluation, that piping in sulfidation
18 service demands sustained, mechanism-specific inspection, was never applied to the
19 chrome-alloy furnace-transfer circuits in sulfidation service at this Refinery. CUSA's
20 own post-Incident recommendation of an enterprise-wide review of exactly those
21 circuits supports the inference that they were not, and CUSA's inspection-program and
22 engineering records will show whether the lessons of 2009, 2012, and 2013 ever
23 reached the circuit that failed.

24 36. On information and belief, the Incident was not the Refinery's first
25 significant fire, malfunction, or process upset. Plaintiffs allege, on information and
26 belief, that the Refinery experienced such events in 2016, 2017, 2018, and 2022, and
27 that the units, mechanisms, and corrective actions associated with each are documented
28

1 in Defendants' incident-investigation and maintenance records, which will show what
2 the Refinery learned from each event, what was corrected, and what was not.

3 **C. The 2018 Federal Consent Decree and Chevron's Court-Ordered**
4 **Integrity Commitments**

5 37. Federal regulators had put process-safety findings arising at this Refinery
6 into a consent decree by October 2018, and a federal court entered that decree as its
7 order in March 2019. On October 24, 2018, the United States and the State of
8 Mississippi lodged in United States and State of Mississippi v. Chevron U.S.A. Inc.,
9 No. 3:18-cv-06506 (N.D. Cal.), a consent decree executed by CUSA resolving federal
10 Clean Air Act, risk-management-program, and related claims arising at four refineries
11 then owned and operated by CUSA, including the Refinery, and at a fifth refinery
12 CUSA had formerly owned. The court entered the decree on March 7, 2019, and it took
13 effect that day. The decree recited that the United States had issued Potential Findings
14 of Violation under the federal risk-management-program requirements governing
15 process hazard analysis, operating procedures, training, mechanical integrity, and
16 management of change, 40 C.F.R. §§ 68.65 through 68.75; Plaintiffs allege, on
17 information and belief, that twenty-four of those findings concerned the Refinery.
18 Those findings were resolved rather than adjudicated, and Plaintiffs plead them as
19 notice, no later than 2018, that federal regulators had identified deficiencies at the
20 Refinery under the very rules that govern mechanical integrity and process hazard
21 analysis, and that Chevron undertook, under a decree the court entered as its order, to
22 correct them.

23 38. The decree made damage-mechanism review, integrity-threat handling,
24 and sulfidation inspection at this Refinery matters of federal court order. It required
25 CUSA to maintain a Technical Authority Process, including a Technical Authority
26 Council that issues manufacturing directives designed to prevent high-consequence
27 loss-of-containment incidents at the covered refineries, among them existing directives
28 governing damage-mechanism review, fixed-equipment integrity-threat

1 recommendation and resolution, and sulfidation inspection; to complete one-time
2 thickness measurements of designated carbon-steel process piping susceptible to
3 sulfidation corrosion by December 31, 2025; to replace designated carbon-steel process
4 piping with chrome-alloy steel by December 31, 2028; to conduct a fired-heater pilot
5 study; to establish a written integrity-operating-window work process for designated
6 process units at each covered refinery, a list that for the Refinery included its
7 hydrocracker units, under which CUSA was to identify the damage mechanisms to be
8 addressed, set operating limits for the process variables affecting those mechanisms,
9 install automatic alerts to specified CUSA personnel for deviations outside those limits,
10 train console operators, and retain records of validated deviations; and to provide
11 fitness-for-service and emergency-response training. It required CUSA to pay a civil
12 penalty of \$2,950,000 and to fund \$10,000,000 in supplemental environmental
13 projects, and, on information and belief, Chevron publicly committed to spend
14 approximately \$150,000,000 on the safety measures the decree required. Having
15 accepted a court order requiring it to maintain directives on damage-mechanism
16 review, integrity-threat escalation, and sulfidation inspection, and to bound the
17 operating variables of its hydrocracker units, CUSA was on notice of exactly the
18 procedures that failed when an integrity threat approximately three feet from the
19 rupture went unescalated. Plaintiffs plead these court-ordered provisions as CUSA's
20 pre-Incident notice of the importance of corrosion-management, inspection, and
21 integrity-threat procedures at the Refinery.

22 39. No decree deadline explains or excuses the failure. The decree's
23 December 31, 2025 thickness-measurement deadline had not arrived when the circuit
24 failed on October 2, 2025, and the decree's measurement program concerned
25 designated carbon-steel piping, not the chrome-alloy header that failed. CUSA's duty
26 to find and fix sulfidation in that header never depended on the decree. That duty ran
27 continuously and independently under California's process-safety regulations, industry
28 practice, CUSA's own Technical Authority directives, and the common law, and it

1 required CUSA to identify and remediate the known sulfidation hazard in that circuit
2 irrespective of any decree deadline. CUSA's own summary establishes that no
3 thickness measurement had been taken at the failure location. Plaintiffs further allege,
4 on information and belief, that the temperature, flow, and phase conditions in the F-
5 720/C-720 circuit that drove localized sulfidation at the failure location were process
6 variables of the kind the decree's integrity-operating-window work process required
7 CUSA to bound, alert on, and record for the Refinery's hydrocracker units, and that
8 CUSA's integrity-operating-window records, deviation logs, and console-operator
9 training records for the circuit will show whether those conditions were identified,
10 bounded, monitored, or exceeded before the failure.

11 **D. Regulatory Citations and Warnings in the Years, Months, and Days**
12 **before the Incident (2018 to September 2025)**

13 40. The South Coast Air Quality Management District (the District) had cited
14 this Refinery under its public-nuisance rule, repeatedly, years before the Incident. The
15 District's public notice records reflect Notices of Violation issued to the Refinery under
16 District Rule 402 and Health and Safety Code § 41700, which prohibit discharges of
17 air contaminants that cause injury, detriment, nuisance, or annoyance to a considerable
18 number of persons, on September 21, 2018, October 19, 2018, and February 8, 2019,
19 the last of those for the discharge of air contaminants or other material causing injury,
20 detriment, or nuisance. Plaintiffs further allege, on information and belief, based on
21 published reporting, that on or about February 4, 2021 the District issued the Refinery
22 a further Rule 402 notice arising from hydrogen-sulfide odor complaints from the
23 surrounding community; the District's public export reviewed by Plaintiffs does not
24 list a notice on that date, and the District's complete notice file is the record expected
25 to confirm it. Chevron was therefore on specific regulatory notice, years before the
26 Incident, that what left its fence line was the subject of public-nuisance enforcement
27 and, on information and belief, that such enforcement was prompted on at least one
28 occasion by complaints from the very community that surrounds it.

1 41. The Refinery drew process-safety citations, including violations classified
2 as serious, in the years before the Incident, and was under a new Division investigation
3 in the weeks before it. The Division of Occupational Safety and Health's official
4 inspection record for the Refinery reflects a planned process-safety-management
5 inspection opened March 30, 2023 that produced fifteen initial violations, two of them
6 classified as serious, with citations issued September 27, 2023; ten of those violations,
7 including one serious violation, survived adjudication. Plaintiffs further allege, on
8 information and belief, based on published reporting, that the September 2023 citations
9 included a failure to conduct a thorough process hazard analysis of the kind required
10 to control fires, explosions, and chemical releases; that an October 2022 inspection
11 identified a serious violation of the standard requiring employers to develop,
12 implement, and maintain safe work practices to prevent or control leaks, spills,
13 releases, and discharges; that over the decade preceding the Incident the Division
14 opened at least eighteen accident and complaint inspections at the Refinery and issued
15 approximately two dozen violations, and federal inspectors examined the El Segundo
16 complex at least twelve times from 2020 forward; and that on September 11, 2025,
17 three weeks before the Incident, the Division opened a new investigation at the
18 Refinery. Plaintiffs plead those citations as notice of hazard-analysis and safe-work-
19 practice deficiencies in the Refinery's process-safety system, the same system that was
20 supposed to find and escalate a thinning header, rather than as citations directed to the
21 F-720/C-720 circuit itself. That history gave CUSA independent regulatory notice of
22 hazard-analysis and safe-work-practice deficiencies at the Refinery in the years and
23 weeks preceding the Incident.

24 42. In the twelve months before the Incident, the District cited the Refinery
25 thirteen times. Those Notices of Violation include a notice issued December 14, 2024
26 for an inaccurate quarterly emissions report; two issued March 11, 2025, one for
27 discharging visible emissions exceeding twenty percent opacity for more than three
28 minutes during a June 29, 2024 event and one for failure to maintain equipment in a

1 manner ensuring proper operation; one issued March 12, 2025 for failure to maintain
2 air-pollution-control equipment in good operation; one issued March 13, 2025 for self-
3 reported Title V permit deviations; one issued April 1, 2025 for failure to maintain
4 nitrogen-oxide concentrations below the permitted limit; three issued April 24, 2025
5 for component leaks exceeding 50,000 parts per million in light-gas and vapor service;
6 one issued June 27, 2025 for discharging air contaminants during a September 30, 2024
7 event; one issued July 30, 2025 for failure to operate a flare in a manner that minimizes
8 flaring during a May 31, 2025 event; one issued August 5, 2025 for self-reported permit
9 deviations; and one issued August 14, 2025 for failure to maintain equipment in a
10 manner ensuring proper operation during an October 5, 2024 event. Several of those
11 notices issued months, and in some instances more than a year, after the violation they
12 addressed, so that the Refinery's actual pattern of violations ran ahead of its public
13 citation record. A refinery cited three times in a single day for component leaks
14 exceeding 50,000 parts per million, and twice for failing to maintain equipment in a
15 manner ensuring proper operation, was, on information and belief, a refinery whose
16 equipment-maintenance system was failing in the months before that system let a
17 header thin to rupture. The District's public notice records reflect nineteen Notices of
18 Violation issued to the Refinery in the five years preceding the Incident, including
19 notices issued September 24 and 26, 2024 for leaks detected by District inspectors;
20 published reporting has described a larger number, approximately forty-six, which
21 Plaintiffs allege on information and belief.

22 43. On information and belief, the pattern reached the Isomax unit itself and
23 ran to within ten days of the Incident. The July 30, 2025 notice, No. P78836, cited a
24 violation of District Rule 1118 in the operation of flare C1749. Published reporting
25 described that notice as concerning the failure to properly control the burning of excess
26 gases at the Refinery's Isomax unit, and Plaintiffs allege, on information and belief,
27 that flare C1749 serves the Isomax processing block in which the Incident occurred
28 sixty-four days later, as the Refinery's flare-system and permit records will show.

1 Plaintiffs further allege, on information and belief, based on published reporting, that
2 on or about September 22, 2025, ten days before the Incident, the District cited the
3 Refinery for a large chemical leak and for failure to maintain equipment in proper
4 working condition; the District's public notice database does not reflect a notice issued
5 on that date, and Plaintiffs allege the citation on the basis of that reporting and identify
6 the District's complete notice file as the record expected to confirm it. The equipment
7 that citation concerned will appear from that file. Whatever the equipment, Plaintiffs
8 allege, on information and belief, that a citation for failure to maintain equipment in
9 proper working condition, issued ten days before a header ruptured at a point where no
10 monitoring location had been placed, evidences deficiencies in the same refinery-wide
11 equipment-maintenance and mechanical-integrity system that allowed the F-720
12 header to thin undetected.

13 44. Weeks before the Incident, on information and belief, Chevron told its air
14 regulator that furnace tubes at the Refinery were fouling and asked for leniency.
15 Plaintiffs allege, on information and belief, based on published reporting, that in
16 August 2025 Chevron acknowledged to its air regulator that deposits had built up in
17 Refinery furnace tubes, creating a risk of overheating and equipment failure, and asked
18 for compliance leniency while it attempted to address the buildup. Whether or not the
19 furnace in that submission was the one whose outlet header failed, the submission
20 placed Chevron on immediate, refinery-wide notice of furnace fouling and thermal
21 stress weeks before a furnace-outlet circuit failed and destroyed Plant 7 equipment.
22 Plaintiffs allege, on information and belief, that the District's correspondence file and
23 CUSA's furnace-maintenance and operating records will show the condition reported,
24 the relief requested, and the operating decisions made.

25 45. By October 2, 2025, Chevron had sixteen years of notice. Plaintiffs allege,
26 on information and belief, that by that date CUSA knew, from its own technology
27 organization in 2009, from the federal investigation of its own Richmond catastrophe,
28 from the 2013 metallurgical evaluation of its own piping, from the federal consent

1 decree it executed in 2018, from its regulators' citations through September 2025, and
2 from its own August 2025 communication to those regulators, that hot, sulfur-bearing
3 process piping at the Refinery was subject to sulfidation thinning requiring mechanism-
4 specific inspection, and that Refinery equipment had repeatedly been cited as out of
5 proper working condition. CUSA maintained an inspection strategy for the exact
6 corrosion mechanism that consumed the header, and it did not apply that strategy to
7 the circuit that failed. The failure was not unforeseeable. It was the foreseeable result
8 of a hazard Chevron had identified for itself, been warned about by its own experts
9 and, through the consent decree, by federal regulators, and chosen to manage with the
10 wrong inspection strategy.

11 **E. The October 2–3, 2025 Incident**

12 46. At approximately 9:31 p.m. on October 2, 2025, the F-720/C-720 circuit
13 in Plant 7, within the hydroprocessing-distillation section of the Isomax Division, lost
14 containment, and the released process material ignited into a major fire. On information
15 and belief, witnesses reported a fireball and flames shooting hundreds of feet into the
16 air that turned the night sky over the South Bay orange, and a shockwave that rattled
17 windows and shook buildings across Manhattan Beach, Redondo Beach, and other
18 nearby communities, and videos of the fireball spread rapidly online. By CUSA's own
19 account, emergency shutdown began within approximately forty-five seconds of the
20 loss of containment, and the fire nonetheless burned for approximately nine and one-
21 half hours, until it was extinguished at approximately 7:00 a.m. on October 3, 2025. A
22 shutdown begun within a minute did not contain the consequences; the fire burned
23 through the night beside occupied neighborhoods.

24 47. Shortly before 11:00 p.m. on October 2, 2025, the City of Manhattan
25 Beach ordered residents of its Tree Section to shelter in place with windows closed;
26 the order remained in effect until approximately 1:12 a.m. on October 3, 2025. On
27 information and belief, fire departments from El Segundo, Manhattan Beach, Redondo
28 Beach, and Hermosa Beach responded under mutual aid, and the California Governor's

1 Office of Emergency Services coordinated the response. Public officials treated the
2 fire, in real time, as a danger to persons and property beyond the Refinery's fence line:
3 a city government ordered its residents to close their windows, and, on information and
4 belief, four fire departments and the State's emergency-services office mobilized.

5 48. Plaintiffs allege, on information and belief, that residents did not receive
6 the first official emergency notification until approximately twenty-six minutes after
7 city officials became aware of the explosion, an interval during which the fireball
8 burned and the plume moved over occupied neighborhoods; that a Manhattan Beach
9 council member later publicly described those twenty-six minutes as terrifying; and
10 that the City's fire chief responded publicly that information could not be sent to the
11 public until responders knew what they were dealing with. What responders knew
12 depended in part on what Chevron told them, and Plaintiffs allege, on information and
13 belief, that CUSA's incident-notification and emergency-communication records will
14 show what Chevron told responding authorities about the nature, location, and scope
15 of the release, and when. The notification delay, the council member's description of
16 it, and the fire chief's explanation for it are pleaded because they bear directly on the
17 reasonableness of Chevron's emergency response.

18 49. In the hours after the Incident, on information and belief and based on
19 contemporaneous public reporting, CUSA stated publicly through a spokesperson that
20 all employees and contractors were accounted for and that no injuries had been
21 confirmed, and Chevron later publicly asserted that the fire's impacts did not extend
22 beyond the Refinery's fence line. That assertion was wrong. A city had already ordered
23 its residents to shelter in place; by the next morning, on information and belief, oily
24 ash lay on homes in Manhattan Beach, as alleged below; and event-related residue was
25 on each Plaintiff's property, as alleged above.

26 50. On October 8, 2025, a CUSA spokesperson stated publicly that the
27 Isomax unit, which remained shut down while the Refinery's other units continued
28 producing fuel, would not be restarted until Chevron could determine everything that

1 had happened and make sure it did not happen again. By its own account, then, Chevron
2 had not yet determined everything that had happened inside its own unit. On
3 information and belief, the failed unit remained offline for months while Chevron
4 investigated, as CUSA's operating records will show.

5 51. Regulators opened investigations; on information and belief, none has
6 produced a public root-cause finding. The Process Safety Management Unit of the
7 California Division of Occupational Safety and Health opened an investigation of the
8 Incident, and the District undertook a review of potential air-quality rule violations and
9 required the Refinery to submit, within thirty days, a report analyzing potential causes
10 and equipment breakdowns. On information and belief, the CSB, which ordinarily
11 investigates catastrophic refinery releases, undertook no investigation of the Incident,
12 and no governmental root-cause investigation has been completed or made public. The
13 only root-cause account in the public record is Chevron's own. That account, set out
14 in Section H below, identifies deficiencies in Chevron's own inspection program;
15 Plaintiffs allege that those deficiencies allowed the header to thin, undetected, to
16 failure.

17 **F. The Plume and Offsite Deposition**

18 52. For approximately nine and one-half hours, from the evening of October
19 2 into the morning of October 3, 2025, the fire generated dense smoke and airborne
20 combustion material. That material traveled beyond the Refinery and deposited on
21 Plaintiffs' identified property in Hermosa Beach and Redondo Beach, including King
22 Harbor, during and after the event. Plaintiffs' attribution of those deposits to the
23 Incident rests on convergent evidence: a source event of this magnitude and duration,
24 residue that appeared on their property during and after the fire, and the appearance
25 and location of the deposits themselves, not merely on distance. Plaintiffs further
26 allege, on information and belief, that nighttime offshore winds and the morning
27 reversal to onshore sea-breeze flow on October 3, 2025 carried smoke, odors, and
28 airborne combustion material over the coastal South Bay communities south of the

1 Refinery, and that fallout concentrated within a coastal corridor extending south-
2 southeast from the Refinery through Manhattan Beach, Hermosa Beach, and Redondo
3 Beach to and including the [REDACTED] complex, a distance of approximately
4 eight miles (the Downwind Impact Corridor). Every named Plaintiff's property lies
5 within that Corridor, including Mr. Milic's Manhattan Beach property and the
6 Manhattan Village location of Mr. Esposito's vehicle. The Corridor's boundaries are
7 alleged on information and belief; dispersion and deposition analysis of the Incident's
8 meteorological conditions, emission rates, and source characteristics, together with
9 discovery of Chevron's emissions and meteorological records, are expected to establish
10 the transport path and fix those boundaries.

11 53. On information and belief, based on contemporaneous public reporting,
12 the fallout was on the ground in Manhattan Beach by morning: on October 3, 2025,
13 residents of Manhattan Beach discovered oily ash on their homes, patios, plants, and
14 land, including a resident who found greasy ash flakes coating her patio and plants.
15 Offsite deposition on residential real property was thus reported the same morning the
16 fire went out.

17 54. The release was large enough to register on regional air monitors.
18 Plaintiffs allege, on information and belief, based on published reporting of regional
19 air-monitoring data, that monitors near the Refinery fence recorded volatile organic
20 compound concentrations of approximately 300 parts per billion during the event, and
21 that officials described those readings as a significant short-term increase associated
22 with the Incident. That reading is pleaded as evidence of the release's magnitude, not
23 as a permit exceedance; the underlying monitor data, analyte, averaging period, and
24 calibration records are in the possession of Chevron and the District. The monitoring
25 record is also incomplete: the District's Rule 1180 community-monitoring records
26 report that the Manhattan Beach automated gas chromatograph, one of the community
27 air-monitoring instruments for the Refinery, was unavailable for maintenance from
28 September 24, 2025 until October 5, 2025, and so was offline for the entire Incident.

1 Whatever the other instruments recorded, a community instrument in the city where
2 residents found oily ash the next morning was offline for the entire event. Plaintiffs’
3 allegation of unavailability concerns that instrument alone.

4 55. Chevron has publicly represented that fenceline monitors reported no
5 regulatory exceedances. Plaintiffs allege, on information and belief, that this
6 representation means only that fixed monitors did not record concentrations above the
7 numeric limits in Chevron’s permits or District Rule 1180 during the applicable
8 averaging periods. It does not mean that nothing left the Refinery. On information and
9 belief, the District itself cautioned the public that windblown ash particles from the fire
10 may be too large to be detected by air-quality instrumentation and are typically visible
11 to the naked eye, in the air or on outdoor surfaces, and health agencies advised residents
12 not to use leaf blowers or ordinary vacuums to clean up the ash because those methods
13 could re-suspend fine particulates, recommending damp-wiping and HEPA-filter
14 vacuums instead. The material Plaintiffs found on their property is the kind of material
15 that, by the District’s own caution, air-quality instrumentation may not detect, and
16 public-health agencies thought it worth telling residents how to clean it up without re-
17 suspending it.

18 56. Plaintiffs allege, on information and belief, that the smoke and fallout
19 from the Incident consisted of the products of incomplete combustion of petroleum-
20 process material under refinery-fire conditions, which typically include fine particulate
21 matter carrying adsorbed polycyclic aromatic hydrocarbons; volatile organic
22 compounds including benzene, toluene, ethylbenzene, xylenes, and 1,3-butadiene;
23 aldehydes including formaldehyde and acrolein; sulfur oxides and acidic combustion
24 residues; and heavy metals characteristic of refinery soot, including vanadium, nickel,
25 and iron. Plaintiffs allege, on information and belief, that residue of that composition
26 is corrosive; that unless promptly and professionally removed it etches automotive
27 clear-coat and marine gelcoat, corrodes metal, stains paint, pits glass, and degrades
28 fabrics, building materials, and finishes; that it bonds to paint and gelcoat and cannot

1 be removed by ordinary washing; and that the residue on Plaintiffs' property is
2 expected, upon testing, to prove consistent with that composition. Plaintiffs will
3 confirm the composition of the deposits on their property through testing; the
4 allegations of composition rest on the known products of petroleum combustion, are
5 made on information and belief, and are specifically identified as likely to have
6 evidentiary support after testing and after discovery of Chevron's process-stream,
7 emissions, and post-incident sampling records.

8 57. Homes, businesses, outdoor property, and marina uses in the surrounding
9 communities were the foreseeable receptors of any major uncontrolled release from the
10 Refinery, and Plaintiffs allege, on information and belief, that CUSA's own risk-
11 management-program hazard analyses and offsite-consequence analyses for the
12 Refinery address exactly that risk. An overnight fire of this magnitude, at a refinery
13 bordered by residential communities and within miles of a harbor, carried an obvious
14 risk of offsite physical deposition and substantial disruption of property use. That risk
15 materialized.

16 58. The residue physically coated property and impaired its condition and use.
17 For the residential Plaintiffs, residue and event-related odors also interfered with
18 normal enjoyment of their premises and outdoor areas. On information and belief, the
19 interference was community-wide: residents across the South Bay reported [REDACTED]
20 respiratory and eye irritation, throat irritation, and persistent odors in the hours and
21 days following the release. Those contemporaneous community accounts are pleaded
22 as evidence of how widely the plume interfered with the ordinary use and enjoyment
23 of property, and no personal-injury claim is asserted. On information and belief, the
24 Incident also had tangible economic consequences for the surrounding communities:
25 residents and businesses incurred direct costs for soot cleanup and temporary closures,
26 restaurants and shops near the Refinery lost business during and after the fire because
27 of public concern and restricted access, marina operations were disrupted, and
28 hundreds of households, businesses, and vessel owners suffered property damage.

1 Those consequences are pleaded as evidence that the Incident affected a considerable
2 number of persons at the same time, within the meaning of Civil Code § 3480.

3 59. Plaintiffs' property required reasonable inspection and cleaning to remove
4 event-related residue and restore its use. Plaintiffs seek repair, restoration, loss-of-use
5 expense, and legally recoverable diminution in value, each allocated to the Plaintiff
6 whose property interest sustained the loss and without duplicative recovery for the
7 same loss under different claims.

8 60. Event-related material that remains on affected property is referred to as
9 Remaining Deposits. Plaintiffs allege that Remaining Deposits persist on Mr. Coffey's
10 vehicle and vessel, on Mr. Montoya's vessel and vehicle, on Mr. Brandt's sport utility
11 vehicle and at the premises at [REDACTED] and on exterior surfaces associated
12 with the residential units at [REDACTED] Wherever they persist, Remaining
13 Deposits are an abatable condition: removal of the deposits and restoration of the
14 affected surfaces would end it. For deposits already removed and for interference
15 already completed or temporary, Plaintiffs seek the resulting property damages.

16 61. The Area defined in the Class Action Allegations fixes the outer boundary
17 of the proposed classes. Recovery by any Plaintiff or class member rests on proof of
18 event-related deposition or interference affecting that person's or entity's protected
19 property interest and the resulting loss; the Area is a class-definition boundary, not an
20 allegation that every property within it received fallout.

21 **G. Post-Incident Statements and Related Litigation (October 2025)**

22 62. Within days, a Refinery worker was alleging in court that basic safety
23 procedures had not been followed. On or about October 7, 2025, that worker filed suit
24 against Chevron in Harris County, Texas, Cause No. 2025-75709, alleging that he was
25 working at the Refinery when the explosion occurred, struggled to breathe, fell to the
26 ground, and ran to escape, and that basic safety procedures were not followed.

27 63. By October 14, 2025, the same counsel announced that it represented four
28 workers injured in the Incident, described as contract welders working approximately

1 fifty feet from the source of the blast, in litigation alleging that Chevron failed to
2 maintain its equipment and authorized dangerous work despite known risks. The filings
3 and statements in both actions are allegations by separate counsel in separate litigation,
4 not adjudicated facts, and Plaintiffs plead them as such. They are pleaded because,
5 within days of the failure, workers inside the fence line were publicly attributing it to
6 failures of equipment maintenance and safety practice, allegations consistent with the
7 inspection deficiencies CUSA's own summary later identified.

8 **H. CUSA's Investigation Findings and the March 3, 2026 Statements**

9 64. CUSA began investigating the Incident on October 3, 2025 and later
10 issued the written incident summary referred to above, which was made public through
11 the El Segundo Fire Department. The summary is CUSA's own account of its own
12 investigation, and Plaintiffs plead it as the statement of a party-opponent. It places the
13 failure in the piping that transfers material from the F-720 reboiler furnace outlet to the
14 C-720 Topping Column, a system that receives the combined first- and second-stage
15 hydrocracker effluent from a low-pressure separator. The failed line was a transfer line
16 downstream of a low-pressure separator, not the high-pressure hydrocracker reactors,
17 and Plaintiffs do not attribute reactor pressure or temperature to it.

18 65. The failed component was a sixteen-inch radiant outlet header of five-
19 chrome, one-half-molybdenum alloy, at a location opposite a six-inch furnace-pass
20 outlet connection. The summary identifies the failure mechanism as hydrogen-free,
21 low-sulfur sulfidation corrosion. That mechanism produces localized wall thinning
22 capable of progressing undetected when monitoring locations are chosen for a different
23 corrosion strategy, and CUSA's own inspection program contained a specific strategy
24 for it that CUSA did not apply to this header. The header was chrome-alloy piping, not
25 the carbon-steel piping involved in the earlier corrosion history described above; the
26 mechanism that consumed it was a variant of the sulfidation corrosion about which
27 Chevron's own technology organization had been warning its refineries since 2009.

1 66. The summary identifies three inspection-program deficiencies, and each
2 was a choice about where to look and what to look for. First, CUSA placed no
3 condition-monitoring location at the failure location or at similar locations on the
4 sixteen-inch header, so that localized higher corrosion rates there went unidentified.
5 Second, CUSA applied a general-sulfidation strategy instead of the hydrogen-free,
6 low-sulfur sulfidation strategy suited to the actual mechanism, a strategy its program
7 already contained, and the general strategy produced fewer monitoring locations.
8 Third, CUSA did not assign potential condition-monitoring locations to areas of high
9 turbulence or mixed-phase flow, which included the failure location. The point that
10 failed was, on the summary's own findings, the kind of location that called for a
11 monitoring location, and it carried none.

12 67. Three feet from the rupture, CUSA had the data in its own records. At a
13 monitored deadleg approximately three feet from the failure, two on-stream inspections
14 produced data meeting CUSA's own definition of an integrity threat. No integrity-
15 threat recommendation was written. Under CUSA's own criteria, data of that kind
16 called for a written recommendation, engineering review, expanded inspection, and, if
17 warranted, shutdown. CUSA's summary reports that no recommendation was written,
18 and it identifies no review, expanded inspection, or shutdown that followed either.
19 From that record, and from the circuit's continued operation to failure, Plaintiffs allege,
20 on information and belief, that none of those steps occurred. CUSA's own inspection
21 program produced the data, CUSA's own definition classified it as an integrity threat,
22 CUSA's own procedures prescribed the response, and no recommendation was written.
23 The circuit ran on with those readings unescalated until it failed.

24 68. CUSA's summary acknowledges that expanded inspection could have
25 found the thinned piping. Plaintiffs allege that it would have. Reasonable inspection-
26 location selection, application of the inspection strategy suited to the actual degradation
27 mechanism, escalation of the integrity-threat data recorded three feet from the failure,
28 and reasonable follow-up inspection and repair would have identified the localized

1 thinning and prevented the loss of containment. The failure to take each of those steps
2 was a substantial factor in the Incident.

3 69. The summary recommends enterprise-wide review of furnace-transfer
4 lines in sulfidation service, review of potential and actual monitoring locations and
5 historical inspection data, pre-restart thickness and remaining-life review of affected
6 Refinery units, clarification of sulfidation inspection strategy, and improved integrity-
7 threat procedures and assurance processes. Every one of those recommendations
8 describes a step available to CUSA before October 2, 2025, and the deficiencies they
9 address existed before the Incident. Plaintiffs allege, on information and belief, that
10 CUSA already held the information needed to act on the deficiencies that failed this
11 header: it knew before the Incident of the two qualifying integrity-threat readings,
12 which its own inspections produced and its own records held, and of the inspection
13 strategy it had selected for the circuit. The recommendations are pleaded to show that
14 the deficiencies existed before the Incident and that correcting them was feasible; they
15 confirm those deficiencies and are not the source of CUSA's knowledge of them.

16 70. On March 3, 2026, during public comment at a regular meeting of the
17 Manhattan Beach City Council, CUSA's El Segundo Refinery Director, Bryon Stock,
18 told the Council that a localized section of piping at the top of one of the Isomax
19 furnaces had become thin and failed through hydrogen-free, low-sulfur sulfidation
20 corrosion; that the closest location at which the Refinery had been conducting routine
21 thickness inspections was approximately three feet from the failure location, where the
22 piping was within acceptable thickness; that Chevron now knew the cause of the failure
23 and knew how to prevent it from happening again; and that Chevron had replaced the
24 failed piping with alloy piping, had added the failure location to the Refinery's
25 inspection program, and was applying the investigation's findings across its operations.
26 Those statements by CUSA's Refinery Director are admissions of a party-opponent.
27 They confirm the failure mechanism, the absence of any inspection location at the point
28 of failure, and the feasibility of the inspection that was never performed there:

Chevron's cure included inspecting the location it had not been inspecting. The post-Incident measures are pleaded to show that the inspection was feasible and within Chevron's control, not as an admission of negligence in themselves. Chevron has now given the public two accounts of inspection approximately three feet from the rupture. Mr. Stock characterized the piping at the nearest routine thickness-inspection point as acceptable; CUSA's written summary states that two on-stream inspections at a monitored location approximately three feet from the failure met CUSA's definition of an integrity threat and generated no recommendation. Plaintiffs allege, on information and belief, that both accounts describe the same monitored location, and that CUSA's inspection records for that location will resolve the discrepancy. On either account, the nearest inspection stopped approximately three feet short of the point that failed.

CLASS ACTION ALLEGATIONS

71. Plaintiffs bring this action on their own behalf and on behalf of the classes and subclasses defined below under Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(c)(5); alternatively, under Rule 23(c)(4) as to the common issues identified below; and under Rule 23(b)(2) for the common abatement relief described below. One event, one failed header, one inspection program, and one plume lie behind every claim in this action, and the questions that decide Defendants' liability are the same for every class member.

72. The Area means every location outside the Refinery within ten statute miles, measured horizontally, of the nearest point on the outer boundary of the Refinery property as it existed on October 2, 2025. The Area is not a ring around the Refinery: it extends in every direction from the Refinery boundary and includes the entire inner five-mile area, so that the communities closest to the Refinery are within it. The property-location period is October 2 through October 3, 2025. The ten-mile Area is a pleading-stage boundary drawn from the reported extent of deposition. Plaintiffs will

1 propose evidence-based refinement before certification, and the Court may narrow the
2 Area under Rule 23(c)(1)(C) without denying certification.

3 73. Real Property Class: All persons and entities that, during October 2–3,
4 2025, owned real property in the Area or held a leasehold or other lawful possessory
5 right to occupy real property in the Area. The Real Property Class includes residential
6 and nonresidential property interests alike.

7 74. Personal Property Class: All persons and entities that, during October 2–
8 3, 2025, owned or lawfully possessed a motor vehicle, marine vessel, or other tangible
9 personal property located outdoors in the Area, including vehicles, vessels, and
10 equipment that business entities owned or possessed for commercial use. Membership
11 turns on where the property was, not where its owner receives mail: a mailing address
12 or principal place of business outside the Area does not exclude a qualifying property
13 interest located within it.

14 75. Membership in any Class or Subclass does not depend on proof of
15 deposition, damage, or loss; those are common and individual merits questions
16 addressed at trial and at the claims stage.

17 76. Within these classes Plaintiffs propose four property-type subclasses: a
18 Real Property Ownership Subclass, a Residential Occupancy Subclass, a Vehicle
19 Subclass (including commercially owned vehicles), and a Vessel Subclass. Each is
20 defined by objective criteria—ownership, possession, residential occupancy,
21 commercial use, and property type—that can be applied from ordinary property,
22 registration, and marina records without a merits inquiry. Nonresidential premises are
23 within the Real Property Class; certification of those interests will require a qualified
24 representative and a showing that those claims are typical and manageable.

25 77. Downwind Impact Corridor Subclass: Alternatively to, or as a subclass
26 within, each class above, all persons and entities holding the corresponding property
27 interests within the Downwind Impact Corridor described above. The Corridor’s
28 boundaries will be fixed by dispersion and deposition analysis of the Incident and

1 depicted in an exhibit filed before certification. Membership will be determined
2 administratively, by overlaying onto the Corridor boundary assessor parcel maps,
3 DMV registration addresses, and marina berth assignments as of October 2–3, 2025,
4 without individualized merits inquiry. Each named Plaintiff holds property within the
5 Corridor, and each seeks to represent this subclass as to that Plaintiff’s property type.

6 78. Plaintiffs propose the following representatives. Mr. Coffey is proposed
7 as lead representative. No named Plaintiff is presently designated as representative of
8 the Real Property Ownership Subclass; Plaintiffs will move to add or substitute a
9 qualified owner representative before certification, anticipate proposing Mr. Brandt or
10 Mr. Milic upon confirmation of title, and request that any deficiency in representation
11 be addressed by substitution rather than denial. Ms. Carol Baum seeks to represent the
12 Residential Occupancy Subclass, whose members among the named Plaintiffs include
13 Ms. Emily Baum, Mr. Nevil Dhabhar, Mr. Dadi Dhabhar, Mr. Jeff Goldfield, Mr.
14 Aidan Goldfield, Mr. Blanc, Mr. Brandt, Mr. Milic, and, through their slip tenancies,
15 Mr. Coffey and Mr. Montoya. Mr. Coffey seeks to represent the Vehicle Subclass as
16 to vehicles owned or lawfully possessed for personal use; Mr. Montoya, Ms. Emily
17 Baum, Mr. Brandt, Mr. Milic, and Mr. Esposito hold corresponding interests. RZ
18 Capital & Development, LLC seeks to represent the Vehicle Subclass as to vehicles
19 owned or possessed by business entities for commercial use. Mr. Montoya seeks to
20 represent the Vessel Subclass; Mr. Coffey and Mr. Pesce hold corresponding interests.
21 Each representative seeks appointment for the property interest and type of injury
22 alleged in that Plaintiff’s individual allegations.

23 79. Excluded from the classes are Defendants; their officers and directors;
24 entities they control; the judicial officers assigned to this action and their immediate
25 families; persons who timely request exclusion from a damages class; and persons
26 whose particular asserted claims have already been finally adjudicated or validly
27 released. Inclusion in another proposed but uncertified class neither releases nor
28 adjudicates a claim. Plaintiffs will propose evidence-based geographic refinements,

1 additional property-type subclasses, and any additional representatives the record
2 warrants before certification.

3 80. The classes are so numerous that joinder of all members is impracticable.
4 On information and belief, the proposed classes contain hundreds of members at a
5 minimum: tens of thousands of people live or work in the communities within a few
6 miles of the Refinery; the Area holds numerous residences, businesses, outdoor
7 vehicles, and vessels, including the [REDACTED] complex; residue was reported
8 on multiple kinds of property in multiple communities; and hundreds of households,
9 businesses, and vessel owners suffered property damage. The precise number and
10 distribution of affected property will be fixed through investigation, ordinary property,
11 registration, and marina records, and discovery.

12 81. Every class member's claim turns on the same questions of law and fact,
13 and the questions that decide liability will be answered with common evidence for all:
14 (a) what failed and why—the identity of the sixteen-inch F-720 outlet header and the
15 hydrogen-free, low-sulfur sulfidation mechanism that consumed it; (b) whether CUSA
16 failed to exercise reasonable care when it selected a general-sulfidation inspection
17 strategy over the mechanism-specific strategy its own program contained, placed no
18 condition-monitoring location at the failure location or similar locations, assigned no
19 potential monitoring locations to high-turbulence and mixed-phase-flow areas, and
20 wrote no integrity-threat recommendation after two qualifying readings approximately
21 three feet from the failure; (c) whether the notice chronology alleged above, from
22 ETC's 2009 initiative through the 2012 Richmond failure, the 2013 evaluation of this
23 Refinery's own piping, the 2018 consent decree, the regulatory citations, and, on
24 information and belief, the August 2025 leniency request, made the failure foreseeable
25 to each Defendant; (d) each Defendant's role in those decisions, including whether
26 Chevron Corporation, as alleged on information and belief, set or oversaw the
27 enterprise-level corrosion and mechanical-integrity standards applied at the Refinery;
28 (e) whether operating the F-720/C-720 system in its actual configuration and setting

1 was an abnormally dangerous activity; (f) the nature, timing, duration, and quantity of
2 the release; (g) whether, and by what route, event-related material traveled offsite and
3 deposited on property in the Area; (h) whether the Incident created a public nuisance;
4 (i) whether the discharge from the Refinery violated Health and Safety Code § 41700
5 or District Rule 402, and which Defendant is answerable for it; (j) the standard for
6 determining whether deposits and interferences were substantial and unreasonable; (k)
7 the appropriate classwide methods of cleaning and restoration; (l) whether the conduct
8 of any officer, director, or managing agent of a Defendant satisfies Civil Code §
9 3294(b); and (m) the appropriate category-specific measures of loss.

10 82. Plaintiffs' claims are typical of the claims of the classes and subclasses
11 they seek to represent. Every claim arises from the same Incident, the same failed
12 header, and the same facility-side inspection and corrosion-management failures, and
13 every claim within each subclass rests on the same legal theories. Plaintiffs' injuries—
14 physical contamination, interference with use, cleaning and restoration needs, and, for
15 RZ Capital & Development, LLC, the incident-attributable loss in value that it alleges,
16 on information and belief, it realized on the sale of its van—are the same kinds of injury
17 sustained by class members holding the corresponding property interests and property
18 types. The proposed subclasses match each representative's own injury and requested
19 relief to the interests that representative represents.

20 83. Plaintiffs will fairly and adequately protect the interests of the classes. As
21 to each subclass a named Plaintiff seeks to represent, that Plaintiff holds the same kind
22 of property interest, sustained the same kind of injury, and seeks the same kind of relief
23 as the members of that subclass; Plaintiffs' interests are aligned with, not antagonistic
24 to, those of the members they seek to represent. Plaintiffs have retained counsel to
25 pursue these claims and will discharge their representative duties. Should any material
26 divergence of interest arise between owners and occupants, geographically distinct
27 groups, natural persons and entities, or property types, Plaintiffs will address it through
28

1 separate representatives, subclasses, and, where necessary, separate counsel. Plaintiffs
2 will move for appointment of class counsel under Rule 23(g).

3 84. Common questions predominate over any individual ones. Liability will
4 be proved with common evidence: CUSA's own incident summary; its inspection
5 records for the F-720/C-720 circuit and for the monitored deadleg approximately three
6 feet from the failure; its Technical Authority directives; the consent decree; the
7 District's and the Division's citation files; Chevron Corporation's process-safety
8 governance records; and the testimony of the Refinery personnel responsible for the
9 inspection strategy and for integrity-threat recommendations. Those records and
10 witnesses establish the source event, the equipment failure, the inspection program, the
11 regulatory and corporate history, and each Defendant's facility-side responsibility
12 once, for every class member. Transport and deposition can be proved through
13 common source, meteorological, and timing evidence and through property categories;
14 property-specific evidence then identifies the affected interest, the interference, the
15 necessary restoration, and the amount of loss. Plaintiffs will establish source-to-
16 receptor transport and deposition through Incident-specific atmospheric dispersion and
17 deposition analysis, the same analysis that fixes the Corridor boundary, applied
18 uniformly to every parcel, vehicle location, and berth in the Area. This action arises
19 from a single, discrete Incident at a single identified source, not from prolonged
20 contamination from multiple sources. Individualized damages do not defeat
21 predominance; they will be handled through standardized or tiered proof and ordinary
22 documentary proof of ownership, occupancy, berth location, and cleaning expense at
23 the claims stage. A class action is superior to any other method of adjudicating this
24 controversy. Many property-cleaning and loss-of-use claims are too small to litigate
25 individually, and individual suits would retry the same failure and operational evidence
26 again and again while risking inconsistent adjudications of a single event. This District
27 is the proper forum because the Refinery, the failed equipment, the conduct at issue,
28 and the affected property are all here. If a Rule 23(b)(3) class is certified, Plaintiffs

1 propose direct notice to last-known addresses identified through tax-roll, utility,
2 vehicle-registration, and marina records, supplemented by publication in South Bay
3 community media and digital notice. Plaintiffs will address manageability further,
4 including a trial plan, at certification. Concentration in this District is appropriate
5 because the source event and the property are here.

6 85. Should the Court find any element unsuited to classwide resolution,
7 Plaintiffs alternatively seek certification under Rule 23(c)(4) of the discrete issues
8 whose common resolution would materially advance the litigation: Defendants' duty;
9 the source-event mechanism; CUSA's breach; each Defendant's role; the fact and
10 geographic extent of offsite deposition; and Defendants' liability for punitive damages
11 under Civil Code § 3294. Each of those issues can be tried once, on common evidence,
12 with individual damages resolved in subsequent proceedings.

13 86. Plaintiffs seek certification under Rule 23(b)(2) of an Abatement Class for
14 the common abatement of Remaining Deposits. Abatement Class: All members of the
15 Real Property Class and the Personal Property Class. Membership is determined by the
16 same objective criteria that define those classes; whether Remaining Deposits are
17 present on a particular member's property is a matter for the remedy stage under the
18 classwide protocol described below, not a condition of membership. Alternatively, the
19 Abatement Class is limited to members holding the corresponding property interests
20 within the Downwind Impact Corridor. Defendants have acted or refused to act on
21 grounds that apply generally to that class: a single release deposited residue of the same
22 origin on affected property in the surrounding communities; Remaining Deposits
23 persist on the Plaintiffs' property identified above and, on information and belief, on
24 other affected property in those communities; and, on information and belief based on
25 contemporaneous public reporting, Chevron has publicly asserted that the fire's
26 impacts did not extend beyond the Refinery's fence line. Plaintiffs seek certification of
27 the Abatement Class on the two requirements for common abatement relief: a named
28 representative must have an existing injury that the requested removal or restoration

1 would redress, and the class must be able to receive a common, indivisible remedy.
2 Both requirements are satisfied here. Each named Plaintiff has a present injury that
3 removal and restoration would redress: Remaining Deposits persist on Mr. Coffey's
4 vehicle and vessel, on Mr. Montoya's vessel and vehicle, on Mr. Brandt's sport utility
5 vehicle and at his premises, and on exterior surfaces associated with the residential
6 units at [REDACTED]. And the relief sought is a single classwide order requiring
7 Defendants to establish and fund a program, under a uniform protocol, to investigate
8 affected property in the Area, remove Remaining Deposits, and restore affected
9 surfaces. That order is one indivisible remedy that benefits the class as a whole; the
10 property-by-property work performed under the protocol implements the remedy and
11 does not divide it. Compensation for completed cleaning and past loss of use is sought
12 through the damages claims.

13 87. The classes seek property-based relief: damages for physical
14 contamination, inspection, cleaning, restoration, loss of use, and incident-attributable
15 diminution in value; abatement of Remaining Deposits; and punitive damages on the
16 corporate showing alleged below.

17
18 **PARENT PARTICIPATION AND PUNITIVE-DAMAGES ALLEGATIONS**

19 88. Plaintiffs seek punitive damages under Civil Code § 3294 against each
20 Defendant as to which the clear-and-convincing showing and the corporate-
21 responsibility requirements of § 3294(b) are established. The Incident was not a
22 surprise that overtook a careful operator. It was the foreseeable end of a series of
23 choices made by persons who had the authority, the information, and the procedures to
24 choose otherwise. Plaintiffs allege, on information and belief, that the CUSA officers,
25 directors, and managing agents who exercised substantial discretionary authority over
26 the Refinery's inspection program and corrosion-management policy acted with malice
27 within the meaning of § 3294(c)(1): their conduct was despicable, and it was carried
28 out with a willful and conscious disregard of the safety and property of the people who

1 live, work, and keep their vehicles and vessels around the Refinery. They had recorded
2 integrity-threat data on the F-720/C-720 circuit. They had a sulfidation hazard that
3 Chevron's own technology organization had flagged sixteen years earlier and that a
4 2013 metallurgical evaluation had found thinning this Refinery's own piping. They had
5 a continuous stream of regulatory citations. And they had, in CUSA's own inspection
6 program, a strategy written for the exact corrosion mechanism at work in that circuit.
7 They did not apply that strategy to the circuit, did not place a monitoring location at
8 the failure point, and did not write the integrity-threat recommendation; and Plaintiffs
9 allege, on information and belief, that they did not conduct the engineering review, did
10 not expand the inspection, did not take corrective action on the circuit, and did not shut
11 the unit down, although CUSA's own procedures called for escalation, review,
12 expanded inspection, corrective action, and, where warranted, shutdown on data of that
13 kind. They kept the circuit running. Plaintiffs allege, on information and belief, that
14 they did so to maintain production throughput and to avoid the cost of a shutdown.

15 89. That allegation rests on a sixteen-year chronology of notice followed by
16 inaction. In 2009, CUSA's own technology organization, ETC, circulated its
17 Sulfidation Failure Prevention Initiative to the reliability managers and metallurgists
18 at Chevron's refineries, recommending one hundred percent component inspection of
19 high-temperature carbon-steel piping susceptible to sulfidation corrosion and, as an
20 alternative, upgrading that piping to higher-chromium steel; from that initiative, CUSA
21 was on notice across its refineries that sulfidation corrosion required sustained
22 inspection vigilance. In 2012, a sulfidation-corroded pipe ruptured at Chevron's
23 Richmond refinery, and the federal investigation of that failure found the initiative
24 unimplemented there, no manager with decision-making authority assigned to
25 implement it, and no corporate reliability program tracking whether ETC's
26 recommendations were carried out. In April 2013, a metallurgical evaluation of this
27 Refinery's own piping showed sulfidation wall loss of approximately sixty percent,
28 facility-specific notice that sulfidation was thinning piping at El Segundo. On March

1 7, 2019, a federal court entered a consent decree that CUSA had executed, requiring
2 CUSA to maintain a Technical Authority Process, identifying a fixed-equipment
3 integrity-threat recommendation and resolution directive among the existing directives
4 subject to the decree's notice provisions, and requiring written approval by the senior
5 CUSA manager responsible for the covered refineries, or that manager's delegate, for
6 any substantive deviation from a manufacturing directive. These provisions supplied
7 additional historical notice of the importance of integrity-threat review and escalation.
8 That same year, the industry guidance CUSA's own summary cites addressed the
9 hydrogen-free, low-sulfur variant of sulfidation that later consumed the header. Among
10 the thirteen Notices of Violation the District issued the Refinery in the twelve months
11 before the Incident, three cited the Refinery's failure to keep equipment in proper
12 working order: notices issued March 11, 2025 and August 14, 2025 for failure to
13 maintain equipment in a manner ensuring proper operation, and a notice issued March
14 12, 2025 for failure to maintain air-pollution-control equipment in good operation.
15 Plaintiffs further allege, on information and belief and based on published reporting,
16 that on or about September 22, 2025, ten days before the failure, the District cited the
17 Refinery for failure to maintain equipment in proper working condition, a citation the
18 District's notice file is expected to confirm. In August 2025, on information and belief
19 and based on published reporting, Chevron acknowledged to its air regulator that
20 deposits had built up in Refinery furnace tubes, creating a risk of overheating and
21 equipment failure, and asked for compliance leniency while it attempted to address the
22 buildup, continuing to operate the fouled equipment in the meantime. By the time of
23 the Incident, CUSA's own inspection program contained a strategy specific to
24 hydrogen-free, low-sulfur sulfidation; for the circuit that failed, CUSA selected the
25 general-sulfidation strategy instead and placed no monitoring location at the failure
26 point or at similar locations on the header. Before the Incident, two inspections at the
27 monitored deadleg approximately three feet from the failure produced data meeting
28 CUSA's own definition of an integrity threat. Those readings were recorded in CUSA's

1 inspection records and were available to the Refinery personnel responsible for
2 integrity-threat recommendations. No recommendation was written. On information
3 and belief, no engineering review followed and no expanded inspection was ordered.
4 Plaintiffs allege that expanded inspection, which CUSA's own criteria called for on
5 those readings, would have found the thinned header; CUSA's own summary concedes
6 that it could have. The circuit stayed in service with those readings unescalated until it
7 failed at approximately 9:31 p.m. on October 2, 2025.

8 90. Plaintiffs allege, on information and belief, that responsibility for acting
9 on integrity-threat data of that kind rested with Refinery personnel exercising
10 substantial discretionary authority over the Refinery's inspection program and, under
11 CUSA's procedures, with the Refinery management to whom that program reports,
12 including the El Segundo Refinery General Manager and the corporate refining
13 executive to whom that General Manager reports; that each of those persons is a
14 managing agent within the meaning of § 3294(b); that the inspection data reflecting the
15 integrity-threat readings and wall-thinning trends on the circuit were recorded in the
16 inspection program those managers oversaw, and that the August 2025 furnace-fouling
17 submission to the District was made on CUSA's behalf under their authority; that, on
18 information and belief, that information reached them before the Incident; that, with it,
19 they continued to operate the unit rather than shut it down for repair, did not expand or
20 accelerate inspection of the circuit, and did not apply the corrective measures
21 recommended after Richmond to the Refinery's furnace-transfer lines; and that each of
22 those choices was made with conscious disregard of the probability that continued
23 operation would end in a catastrophic release depositing combustion material on the
24 homes, vehicles, and vessels of the surrounding communities. Plaintiffs further allege,
25 on information and belief, that the Technical Authority Council and the Refinery
26 personnel administering its directives possessed the authority to require the escalation,
27 inspection, and shutdown that did not occur, and that their handling of the circuit is
28 chargeable to CUSA under § 3294(b). The regulatory history alleged above

1 corroborates the pattern, and the Refinery Director's March 3, 2026 statements
2 corroborate the inspection gap: by his own account, the nearest routine thickness
3 inspection was approximately three feet from the failure. The identities, actual
4 knowledge, authority, and decisions of the responsible officers, directors, and
5 managing agents appear from Defendants' organizational charts, delegations of
6 authority, budgets, meeting minutes, and inspection records, which Plaintiffs will
7 obtain in discovery.

8 91. Plaintiffs allege, on information and belief, that Chevron Corporation
9 participated directly in establishing and overseeing the enterprise-level corrosion and
10 mechanical-integrity standards under which those choices were made; that the
11 inspection strategy applied to the F-720/C-720 circuit was adopted under those
12 standards; and that Chevron Corporation's technical center, which by Chevron
13 Corporation's own public description sets the strategic direction of its Operational
14 Excellence Management System and provides oversight and verification of that
15 system's effectiveness throughout the corporation, exercised those oversight and
16 verification functions over process safety, reliability, and integrity at the Refinery.
17 Whether the sulfidation inspection strategy itself was authored at the Refinery, by
18 CUSA's technical organization, or by Chevron Corporation, Plaintiffs allege, on
19 information and belief, that it was adopted and applied under the enterprise standards
20 Chevron Corporation set and verified; its author will be identified from Chevron
21 Corporation's process-safety governance and implementation records. Plaintiffs
22 allege, on information and belief, that officers or managing agents of Chevron
23 Corporation, through those oversight and verification functions, authorized or ratified
24 the continued operation of the Refinery under an inspection program they knew, or
25 consciously avoided knowing, did not apply mechanism-specific sulfidation inspection
26 to the Refinery's furnace-transfer circuits, and did so with the Richmond findings and
27 the consent decree in hand. The federal investigation of the 2012 Richmond failure had
28 already found that Chevron's corporate reliability programs did not track whether

ETC's sulfidation recommendations were implemented at its refineries; Plaintiffs allege, on information and belief, that the Incident reflects the same failure of enterprise oversight thirteen years after Richmond, as Chevron Corporation's process-safety governance, delegation, and implementation records will show. Punitive damages are sought against Chevron Corporation on that basis, which Plaintiffs specifically identify as a matter expected to have evidentiary support after discovery of Chevron Corporation's process-safety governance, delegation, and implementation records.

92. Malice is alleged from a combination that no careful operator would have permitted: enterprise-wide and facility-specific knowledge of the sulfidation hazard accumulated over sixteen years; internal directives, maintained under the Technical Authority Process that a federal consent decree required CUSA to keep in place, requiring that integrity threats be written up, reviewed, and resolved; recorded inspection data on this circuit that triggered those directives; an inspection strategy for this exact mechanism in CUSA's own program, not applied to this circuit; and continued operation instead. Plaintiffs do not allege malice merely from the occurrence of a fire, a management title, a corporate relationship, or a post-incident recommendation. They allege it from what CUSA's managing agents knew, what their own procedures required them to do with that knowledge, and what they chose to do instead, and, as to Chevron Corporation, from the authorization and ratification alleged above.

FIRST CLAIM FOR RELIEF

NEGLIGENCE

(Against All Defendants)

93. Plaintiffs incorporate the allegations preceding the claims for relief. CUSA operated the F-720/C-720 system, possessed the Refinery premises, and controlled how that system would be inspected, monitored, and maintained. It therefore owed the owners and lawful possessors of surrounding property a duty to exercise

1 reasonable care in operating, inspecting, maintaining, and managing the safety of that
2 system so that flammable process material stayed inside the pipe and combustion
3 products stayed off neighboring property. Chevron Corporation, which on information
4 and belief undertook enterprise-level corrosion and mechanical-integrity standard-
5 setting and oversight for the Refinery, owed a duty of reasonable care in performing
6 that undertaking. On information and belief, the Refinery's corrosion-management and
7 mechanical-integrity program operated under those enterprise standards, so that the
8 standards Chevron Corporation set and verified were the standards on which the
9 Refinery's inspection program relied, and the failure to perform that undertaking with
10 reasonable care increased the risk of the very failure that occurred. Chevron
11 Corporation is charged, alternatively, on the agency and ratification bases alleged
12 above. Civil Code § 1714 supplies the general duty of ordinary care. The standard of
13 care is informed by the process-safety-management regulations at title 8, California
14 Code of Regulations, §§ 5189 and 5189.1, which require refinery operators to identify,
15 evaluate, and control process hazards, conduct damage-mechanism reviews, and
16 maintain the mechanical integrity of process equipment; by the federal risk-
17 management-program requirements at 40 C.F.R. §§ 68.65 through 68.75; by industry
18 practice for preventing sulfidation failures, including American Petroleum Institute
19 Recommended Practice 939-C; by the Technical Authority directives and internal
20 procedures alleged above; and by CUSA's own inspection-program criteria, which
21 contained a strategy for the very mechanism that consumed the header and a definition
22 of integrity threat that the readings approximately three feet from the failure satisfied.

23 94. CUSA breached that duty. It placed no thickness-monitoring location at
24 the failure location or at similar locations on the sixteen-inch header. It selected a
25 general-sulfidation inspection strategy for a circuit subject to hydrogen-free, low-sulfur
26 sulfidation, although its own program contained a strategy for that mechanism. It did
27 not assign potential monitoring locations to the high-turbulence, mixed-phase-flow
28 areas that included the point of failure. And when two inspections at a monitored

1 deadleg approximately three feet from the failure produced data meeting its own
2 definition of an integrity threat, it wrote no recommendation and, on information and
3 belief, based on its summary's silence as to any such step and on the circuit's continued
4 operation, undertook none of the engineering review or expanded inspection that its
5 own criteria required, or the shutdown those criteria called for if warranted; the circuit
6 stayed in service until it ruptured. Each of those choices departed from reasonable care,
7 and together they left the header to thin, unwatched, three feet from a reading that
8 called for action. Plaintiffs further allege, on information and belief, that CUSA did not
9 apply the sulfidation-inspection lessons of ETC's 2009 initiative, the Richmond
10 investigation, and the 2013 evaluation to the Refinery's furnace-transfer circuits, an
11 inference that CUSA's own post-Incident call for an enterprise-wide review of exactly
12 those circuits supports and that CUSA's inspection-program and Technical Authority
13 records will show. Plaintiffs further allege, on information and belief, that CUSA
14 continued to operate furnace equipment it had reported to its regulator as fouled and at
15 risk of overheating; operated the Refinery without the staffing, training, and
16 redundancy needed to identify and contain hazards promptly; and failed to implement
17 leak-detection, flare-management, isolation, and suppression systems adequate to limit
18 the duration and consequences of a release, as CUSA's staffing, training, alarm, and
19 emergency-response records will show. Chevron Corporation, on information and
20 belief, breached its duty by establishing or approving, for application at its subsidiaries'
21 refineries, the process-safety and mechanical-integrity standards under which the
22 inspection strategy and integrity-threat procedures that failed here were adopted, and
23 by failing to verify, through the oversight and verification functions it publicly claims,
24 that mechanism-specific sulfidation inspection was actually applied at the Refinery.

25 95. Those failures were substantial factors in the loss of containment, the
26 release, and the nine-and-one-half-hour fire. Had CUSA placed a monitoring location
27 in the high-turbulence, mixed-phase-flow area that included the failure location,
28 applied the strategy its own program contained, or acted on the two integrity-threat

1 readings approximately three feet from the rupture, it would have found the thinned
2 header and repaired it before it failed. CUSA's own summary acknowledges that
3 expanded inspection could have found the thinning; Plaintiffs allege that it would have.
4 Material from the fire traveled offsite and settled on Plaintiffs' identified property, and
5 that deposition was a substantial factor in the contamination, impaired use, restoration
6 expense, and loss in value described in their individual allegations. Those harms were
7 the natural and probable consequence of the breach. The burden of mechanism-specific
8 inspection, escalation of recorded integrity threats, and timely repair was small; the
9 gravity of an uncontrolled overnight refinery fire beside a densely populated coastal
10 corridor was extreme; and CUSA had, on information and belief, sixteen years of
11 notice, from its own technology organization, from a federal investigation of its own
12 prior catastrophe at Richmond, from a metallurgical evaluation of its own Refinery
13 piping, from a federal consent decree it executed, and from its regulators, that hot,
14 sulfur-bearing process piping at the Refinery was subject to sulfidation thinning
15 requiring mechanism-specific inspection, and CUSA's own program contained the
16 strategy for the mechanism that consumed this header.

17 96. Mr. Coffey and Mr. Montoya each seek recovery for their respective
18 vehicle and vessel interests, and Mr. Pesce for his vessel. Ms. Carol Baum, Ms. Emily
19 Baum, Mr. Nevil Dhabhar, Mr. Dadi Dhabhar, Mr. Jeff Goldfield, Mr. Aidan
20 Goldfield, Mr. Blanc, Mr. Brandt, and Mr. Milic seek recovery for their respective
21 residential possessory interests and the affected personal property identified in their
22 individual allegations, including the vehicles of Ms. Emily Baum, Mr. Brandt, and Mr.
23 Milic. Mr. Esposito seeks recovery for his vehicle. RZ Capital & Development, LLC
24 seeks recovery for the physical damage to its van and the incident-attributable
25 reduction in its value realized on its sale, without compensation twice for the same loss.
26 Each Plaintiff seeks recovery for that Plaintiff's own injury and loss.

Statutory Negligence Under Evidence Code § 669

97. Health and Safety Code § 41700 prohibits the discharge from any source of air contaminants or other material in quantities that cause injury, detriment, nuisance, or annoyance to the public, endanger the comfort, repose, health, or safety of the public, or cause injury or damage to business or property. South Coast Air Quality Management District Rule 402 prohibits the same discharges, and the District enforced both provisions against this Refinery in 2018 and 2019. The Incident discharged soot, ash, and oily particulate material beyond the Refinery boundary in quantities that physically contaminated surrounding property and substantially interfered with its use. That discharge violated § 41700 and Rule 402.

98. Every predicate of Evidence Code § 669 is met. The discharge from the Refinery violated § 41700 and Rule 402. The violation proximately caused Plaintiffs' property injuries. Offsite contamination of, and interference with, neighboring property is precisely the harm those provisions exist to prevent. Surrounding property owners, lawful possessors, and business-property owners are the class of persons they protect. Plaintiffs therefore invoke the presumption of negligence under § 669 within this claim, and the burden of proving that Defendants nonetheless did what a reasonably prudent person would have done under the circumstances rests with Defendants. As to Chevron Corporation, the presumption applies on the direct-participation and, alternatively, agency and ratification bases alleged above. Independently of the presumption, the ordinary-care claim rests on the operational and inspection failures alleged above.

SECOND CLAIM FOR RELIEF

PREMISES LIABILITY

(Against Chevron U.S.A. Inc.)

99. Plaintiffs incorporate the allegations preceding the claims for relief and plead this claim in the alternative to the ordinary-care theory of the First Claim. CUSA possessed and controlled the Refinery premises and the F-720/C-720 process

1 equipment on them, and it controlled the inspection and maintenance of the circuit
2 whose loss of containment caused the Incident. A possessor of land owes a duty of
3 reasonable care to persons and property outside the land that a dangerous condition on
4 it may foreseeably harm. CUSA owed that duty to Plaintiffs, whose homes, vehicles,
5 and vessels, as identified in their individual allegations, lay within the reach of an
6 uncontrolled overnight fire at the Refinery.

7 100. A dangerous condition existed on the premises. A sixteen-inch header
8 carrying hot, flammable process material was thinning through localized sulfidation,
9 with no condition-monitoring location at the point of failure, an inspection strategy
10 chosen for a different mechanism, and two integrity-threat readings approximately
11 three feet away for which no recommendation was written and, on information and
12 belief, on which no further action was taken. That condition presented an unreasonable
13 risk that flammable material would escape, ignite, and burn for hours, sending
14 combustion products onto neighboring property. CUSA knew of the two integrity-
15 threat readings approximately three feet from the failure, which its own inspections
16 produced, its own records held, and its own criteria classified as an integrity threat, and
17 it maintained in its own program an inspection strategy specific to the hydrogen-free,
18 low-sulfur mechanism that was in fact consuming the header. Through reasonable
19 inspection in response to that knowledge, CUSA should have discovered the thinning
20 header. Plaintiffs do not allege that CUSA knew the precise point of failure or the
21 remaining wall thickness there; the claim rests on what CUSA knew approximately
22 three feet away and on what reasonable inspection in response would have revealed.
23 CUSA therefore had notice of the dangerous condition on its land.

24 101. CUSA failed to use reasonable care to inspect, discover, and correct that
25 condition. It left the condition in place, unescalated and unrepaired, and kept the circuit
26 in operation until the header ruptured on October 2, 2025. That negligent management
27 and maintenance of the premises and the equipment on them was a substantial factor
28 in the release, the fire, and the physical injury to Plaintiffs' property. Plaintiffs seek the

1 resulting damages to their respective interests, without duplicative recovery for the
2 same loss under the First Claim.

3
4 **THIRD CLAIM FOR RELIEF**

5 **STRICT LIABILITY**

6 **(Against Chevron U.S.A. Inc.)**

7 102. Plaintiffs incorporate the allegations preceding the claims for relief and
8 plead this claim in the alternative. The activity is CUSA's operation of the particular
9 F-720/C-720 furnace-transfer system: heating flammable petroleum-process material
10 in the F-720 reboiler furnace and transferring it through the sixteen-inch radiant outlet
11 header to the C-720 Topping Column within Plant 7's hydroprocessing-distillation
12 section, under the system's actual operating conditions, in its actual configuration, and
13 at its actual location, on information and belief near the southeastern perimeter of the
14 Refinery footprint, adjacent to public roads and residential communities, and at the
15 head of the coastal corridor alleged above that runs south-southeast through Manhattan
16 Beach, Hermosa Beach, and Redondo Beach to King Harbor, with homes, vehicles,
17 vessels, and outdoor commercial and personal property along its length.

18 103. Plaintiffs plead this claim under the doctrine of strict liability for an
19 abnormally dangerous activity. Whether an activity is abnormally dangerous depends
20 on its place and circumstances, and the place and circumstances here were these: a
21 system carrying hot, flammable hydrocarbon at one of the largest refineries on the West
22 Coast, within a short distance of homes, at the head of a coastal corridor that ends at a
23 harbor, and near, on information and belief, tens of thousands of people who live or
24 work in the surrounding communities. Operation of that system in that setting carried
25 a high degree of risk of a major release and grave offsite harm to property. That risk
26 existed before October 2, 2025: the system carried hot, sulfur-bearing hydrocarbon
27 through a header subject to a localized wall-thinning mechanism that CUSA's own
28 summary characterizes as not widely understood in the industry. A loss of containment

1 could feed a prolonged fire and airborne deposition well beyond the Refinery
2 boundary, and the Incident showed exactly that: a shelter-in-place order in Manhattan
3 Beach and nine and one-half hours of combustion that put soot and oily residue on
4 homes, vehicles, and vessels in Hermosa Beach and Redondo Beach. Operation of a
5 specialized furnace-transfer circuit in hydroprocessing service is not a matter of
6 common usage; the public does not conduct it. And its location within a short distance
7 of homes and at the head of a corridor of homes, vehicles, and moored vessels was
8 inappropriate for an activity carrying that risk.

9 104. Alternatively to their preventable-failure theory, Plaintiffs allege that
10 operating this furnace-transfer system, which carried hot, flammable process material
11 through a header whose localized wall loss could not be fully observed while the unit
12 was in service, imposed a residual risk of catastrophic offsite release that reasonable
13 care could not eliminate. Plaintiffs allege, on information and belief, that hydrogen-
14 free, low-sulfur sulfidation of the kind CUSA's own summary identifies produces
15 localized, non-uniform wall loss at points that cannot all be individually monitored
16 during operation, so that some risk of undetected thinning and loss of containment
17 remained even under a properly designed inspection program. Line-specific
18 engineering discovery concerning inventory, containment, isolation, release, and
19 ignition, together with expert analysis of this unit's configuration and operating history,
20 will supply the particulars. This element does not depend on proof that CUSA's
21 inspections were negligent; it rests on the danger that remained when the activity was
22 conducted with care.

23 105. Fuel production has value to the community. But the value of conducting
24 this activity in this manner, with hot, flammable material in a header that could not be
25 fully monitored in service, near homes and a harbor, did not outweigh the residual
26 danger of doing so, and that danger was of a magnitude the surrounding community
27 should not be made to bear without compensation. The fire-related deposition and
28 resulting injury to neighboring real property, vehicles, vessels, and other tangible

1 property are exactly the kind of harm that made the activity dangerous. The activity
2 was a substantial factor in Plaintiffs' identified property injuries. Plaintiffs seek the
3 resulting damages under this alternative theory without proof of negligence.

4
5 **FOURTH CLAIM FOR RELIEF**

6 **PRIVATE NUISANCE**

7 **(Against All Defendants)**

8 106. Plaintiffs incorporate the allegations preceding the claims for relief. Ms.
9 Carol Baum, Ms. Emily Baum, Mr. Nevil Dhabhar, Mr. Dadi Dhabhar, Mr. Jeff
10 Goldfield, Mr. Aidan Goldfield, Mr. Blanc, Mr. Brandt, and Mr. Milic bring this claim
11 for the homes identified in their individual allegations, in which each held, during the
12 Incident, an ownership, lawful-occupancy, or possessory interest; Mr. Coffey and Mr.
13 Montoya bring it, in the alternative, for the possessory interests in the berths they
14 occupied as residences; and each brings it on behalf of class members holding
15 corresponding interests. A possessory interest, not ownership, is what this claim
16 requires. An overnight refinery fire that coats a home's windows and outdoor surfaces
17 in soot and whose odors intrude into the home for days is a nuisance to the people who
18 live there.

19 107. Defendants, each according to its participation alleged above, created or
20 assisted in creating a condition that substantially and unreasonably interfered with the
21 use and enjoyment of those homes within Civil Code § 3479: an uncontrolled refinery
22 fire that burned through the night and whose soot, ash, and oily residue settled on the
23 windows, balconies, plants, outdoor furniture, and other exterior surfaces of the homes,
24 as alleged for each premises above, while its odors intruded inside for days. The
25 deposits impaired ordinary use and required cleaning. At Mr. Brandt's premises, soot
26 on the windows, plants, and outdoor furniture came with odors so severe that normal
27 outdoor activity was prevented for several days. At Mr. Milic's Manhattan Beach
28 home, debris from the fire settled on the windows.

1 108. A normal person in the community would find that condition seriously
2 disturbing: the home's exterior coated in residue, the indoor air fouled for days, at Mr.
3 Brandt's premises outdoor space unusable for several days, and a cleanup burden
4 imposed by a neighbor's fire. This was not the ordinary inconvenience of living near
5 an industrial facility. It was the product of an uncontrolled release that public officials
6 treated, in real time, as a danger to persons and property beyond the Refinery's fence
7 line. The gravity and duration of the interference outweighed any utility in operating
8 the failed system in the condition alleged, and there was no utility at all in depositing
9 its combustion products on neighboring homes. That balance was not a close one for
10 Chevron: its own air regulator had already cited the Refinery under its public-nuisance
11 rule, in 2018 and 2019, for discharges affecting the surrounding community, so the
12 seriousness of an uncontrolled discharge to the people living around the Refinery was
13 known to Chevron before it chose to keep the failed system running.

14 109. None of the affected Plaintiffs consented to the deposits or the odors.
15 Defendants' negligent conduct concerning the failed system, and alternatively CUSA's
16 operation of the abnormally dangerous activity alleged in the Third Claim, was a
17 substantial factor in causing the interference with each affected Plaintiff's protected
18 property interest. The nuisance continues wherever Remaining Deposits persist, as they
19 do on exterior surfaces associated with the units of Ms. Carol Baum, Ms. Emily Baum,
20 and Mr. Nevil Dhabhar at [REDACTED] and at the premises at [REDACTED]

21 [REDACTED] The affected Plaintiffs and corresponding class members seek damages for
22 impairment and loss of use of their premises, reasonable cleaning and restoration, and
23 annoyance and discomfort in their own occupancy, and, where Remaining Deposits
24 continue substantially and unreasonably to interfere with use and enjoyment, removal
25 or restoration to abate that condition.

FIFTH CLAIM FOR RELIEF

PUBLIC NUISANCE

(Against All Defendants)

110. Plaintiffs incorporate the allegations preceding the claims for relief. The Incident was a public nuisance within Civil Code §§ 3479 and 3480. An overnight refinery fire, with, on information and belief, a fireball and a shockwave that witnesses reported feeling across Manhattan Beach and Redondo Beach, sent dense smoke, noxious odors, and airborne combustion material over the South Bay through the night. That condition substantially and unreasonably interfered with rights common to the public: public comfort, repose, and safety; the free use of public roads, beaches, and open spaces; and the air over the surrounding communities, which the smoke and odors fouled for a considerable number of persons at the same time. It forced Manhattan Beach to order residents of its Tree Section to shelter in place with windows closed, drew, on information and belief, the fire departments of four cities under mutual aid, and prompted public-health advisories about smoke and ash. Defendants, through their respective operational and safety-management conduct alleged above, created or assisted in creating that condition. An ordinary person in those communities would be reasonably annoyed and disturbed by an overnight refinery fire sending smoke, odors, and combustion products over their streets, beaches, and neighborhoods, and the seriousness of that harm far outweighed any social utility of continuing to run the failed system with two unescalated integrity-threat readings approximately three feet from the point of failure. The public interference and Plaintiffs' particular property injuries were the foreseeable consequence of the release, and Defendants' conduct was a substantial factor in bringing about both.

111. Each Plaintiff suffered special injury within Civil Code § 3493, different in kind from the injury to the public. The public's injury was the interference with public comfort, safety, sheltering, and the use of public roads, beaches, and spaces across the surrounding communities, shared by everyone kept indoors, kept from those

1 public spaces, or made to breathe the smoke. Each Plaintiff's injury was the physical
2 deposition of soot, ash, or oily residue from the Incident on a specific, identified item
3 of that Plaintiff's own private property, as alleged in that Plaintiff's individual
4 allegations, and the resulting cleaning, restoration, loss of use, or loss in value: Mr.
5 Coffey's Range Rover and Cheoy Lee sailing vessel; Mr. Montoya's Beneteau sailing
6 vessel and [REDACTED] the residential units of Ms. Carol Baum, Ms. Emily Baum,
7 Mr. Nevil Dhabhar, Mr. Dadi Dhabhar, Mr. Jeff Goldfield, and Mr. Aidan Goldfield at
8 [REDACTED] and the personal property kept there, including Ms. Emily Baum's
9 vehicle; Mr. Blanc's unit at [REDACTED] Mr. Brandt's premises at [REDACTED]
10 [REDACTED] and his sport utility vehicle; Mr. Milic's home at [REDACTED] and his
11 vehicle; Mr. Esposito's vehicle at Manhattan Village; Mr. Pesce's vessel at [REDACTED]
12 [REDACTED] and the van of RZ Capital & Development, LLC, which, on information and
13 belief, then sold at a reduced price. No Plaintiff consented to any of it. A vessel whose
14 gelcoat was fouled, a vehicle whose finish was impaired, or a home whose windows
15 and balcony had to be cleaned is an injury to a particular property interest that the
16 public did not share, not the public's injury in greater degree. The residential Plaintiffs
17 additionally assert this claim as persons whose private interests in land were interfered
18 with by the same condition.

19 112. Plaintiffs and corresponding class members seek damages for those
20 special injuries, and abatement wherever Remaining Deposits continue to constitute a
21 public nuisance and specially injure an affected Plaintiff or class member, subject to
22 the requirements for common abatement relief in the Class Action Allegations.

23 24 **SIXTH CLAIM FOR RELIEF**

25 **TRESPASS TO LAND**

26 **(Against All Defendants)**

27 113. Plaintiffs incorporate the allegations preceding the claims for relief. Ms.
28 Carol Baum, Ms. Emily Baum, Mr. Nevil Dhabhar, Mr. Dadi Dhabhar, Mr. Jeff

1 Goldfield, Mr. Aidan Goldfield, Mr. Blanc, Mr. Brandt, and Mr. Milic bring this claim
2 for trespass to land based on their own ownership or lawful possession and control of
3 the premises identified in their individual allegations; Mr. Coffey and Mr. Montoya
4 bring it, in the alternative, for the berths they lawfully possessed and occupied as
5 residences; and each brings it on behalf of class members holding corresponding
6 interests. A possessory interest, not ownership, is the interest this claim protects.

7 114. Defendants' negligent conduct concerning the failed system sent tangible
8 soot, ash, and oily particulate material from the Incident onto those premises, where it
9 settled on windows, balconies, plants, outdoor furniture, and other exterior surfaces.
10 Particulate matter that settles on another's land is a physical entry, and this entry was
11 unpermitted: none of the affected Plaintiffs consented to it. The entry harmed the
12 property. It physically impaired windows, exterior surfaces, plants, and outdoor areas
13 associated with each Plaintiff's premises, interfered with possession and ordinary use,
14 and required cleaning, removal, or restoration. Defendants' conduct was a substantial
15 factor in causing the intrusion and the resulting injury. Alternatively, Plaintiffs allege,
16 on information and belief, that the entry was substantially certain to result from
17 CUSA's continued operation of the circuit after two recorded integrity-threat readings
18 approximately three feet from the failure, as alleged in the Seventh Claim.

19 115. The trespass continues wherever Remaining Deposits persist, as they do
20 at the premises of Ms. Carol Baum, Ms. Emily Baum, Mr. Nevil Dhabhar, and Mr.
21 Brandt. The affected Plaintiffs and corresponding class members seek damages for the
22 physical intrusion, impaired use, and reasonable cleaning and restoration of their
23 respective property interests, or, in the alternative, nominal damages, and removal or
24 restoration of the Remaining Deposits that continue to occupy those interests.

25
26
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28

SEVENTH CLAIM FOR RELIEF

TRESPASS TO CHATTELS

(Against Chevron U.S.A. Inc.)

116. Plaintiffs incorporate the allegations preceding the claims for relief. Mr. Coffey owned or lawfully possessed the motor vehicle and vessel identified in his individual allegations. Mr. Montoya owned and possessed his identified vehicle and vessel. Ms. Emily Baum owned or lawfully possessed her identified vehicle. Mr. Brandt possessed his identified sport utility vehicle and outdoor personal property. Mr. Milic owned or lawfully possessed his identified vehicle. Mr. Esposito owned or lawfully possessed the vehicle located at Manhattan Village. Mr. Pesce owned or lawfully possessed his identified vessel. RZ Capital & Development, LLC owned, or in the alternative beneficially owned and possessed, the van identified in its individual allegations. Each brings this claim for that Plaintiff's own personal property and on behalf of class members holding corresponding interests.

117. Tangible soot, ash, and oily particulate material from the Incident physically contacted and adhered to each of those items, impaired its condition, appearance, and use, and, as to the van of RZ Capital & Development, LLC, on information and belief, reduced its value. None of the property holders consented to that contact. The impairment was actual, not nominal: Mr. Coffey and Mr. Montoya incurred the impairment and the cleaning and restoration needs described in their individual allegations, and Remaining Deposits persist on Mr. Coffey's vehicle and vessel, on Mr. Montoya's vessel and vehicle, and on Mr. Brandt's sport utility vehicle. Plaintiffs allege, on information and belief, that residue of the composition alleged above bonds to automotive paint and marine gelcoat and cannot be removed by ordinary washing, so that many affected vehicles and vessels in the Area require professional detailing, chemical decontamination, or clear-coat or gelcoat restoration, at costs to be established through class-member records.

118. CUSA's continued operation of the F-720/C-720 system after two qualifying integrity-threat readings approximately three feet from the failure, without a monitoring location at the failure area and without the inspection strategy suited to the identified corrosion mechanism, was an intentional act: CUSA chose to keep the circuit in service. That choice was a substantial factor in causing the loss of containment, the fire, and the contact with and impairment of each item of personal property identified above. Plaintiffs allege, on information and belief, that CUSA knew, through the risk-management-program hazard analyses, offsite-consequence analyses, and emergency-planning records it maintains for the Refinery, that a loss of containment from this furnace-transfer circuit would ignite and that combustion material from a fire of that kind would deposit on vehicles, vessels, and other personal property in the surrounding communities and harbor. Plaintiffs further allege, on information and belief, and without alleging that CUSA knew the precise failure location or the remaining wall thickness there, that the recorded integrity-threat data and CUSA's own remaining-life and risk assessments for the circuit gave CUSA knowledge that continued operation without corrective action made a loss of containment, and the resulting deposition on personal property in the surrounding communities, substantially certain to occur. CUSA's inspection, remaining-life, risk-assessment, hazard-analysis, and operating records will show what it knew. The same deposits independently support recovery under the negligence, nuisance, and strict-liability claims above, without proof of intent.

119. The affected Plaintiffs and corresponding class members seek damages for the impairment of their personal property, reasonable inspection, cleaning, and restoration, loss of use, and incident-attributable diminution in value, including the reduction in price RZ Capital & Development, LLC realized on the sale of its van, or, in the alternative, nominal damages, without duplicative recovery for the same loss under another claim.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, for themselves and the proposed classes, request judgment against Defendants according to their respective liability, without duplicative recovery, as follows:

- A. Certification of the proposed classes, subclasses, or issues under Rule 23; appointment of qualified class representatives and class counsel; and appropriate notice and opt-out protections;
- B. Compensatory damages for physical injury to real and personal property, reasonable inspection, cleaning, repair, and restoration, loss of use, incident-attributable diminution in value (including the reduction in price RZ Capital & Development, LLC realized on the sale of its van), and other property-related loss, or, on the trespass claims, nominal damages in the alternative;
- C. Damages for the annoyance and discomfort suffered by the residential Plaintiffs and qualifying class members in the use and enjoyment of their premises;
- D. An order abating the Remaining Deposits through investigation, removal, and restoration of affected property, subject to the requirements for common abatement relief in the Class Action Allegations;
- E. Punitive damages under Civil Code § 3294 against each Defendant as to which the required showing, including the corporate showing under § 3294(b), is made;
- F. Prejudgment and postjudgment interest as authorized by law;
- G. Costs of suit and attorneys' fees as authorized by law, including under Code of Civil Procedure § 1021.5 where its requirements are satisfied; and
- H. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable.

Respectfully submitted,

Dated: September 15, 2026

/s/ Anthony W. Trujillo

By: _____

Anthony W. Trujillo
Attorneys for Plaintiffs and the
Proposed Classes