

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
WINNEBAGO COUNTY**

**CHARLES K. GRASLEY, PAIGE
HOOPS, DIANE CONNELLY, AND ERIC
OSBERG**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

**CHEMTOOL INCORPORATED and,
HOLIAN INSULATION COMPANY,
INC.**

Defendants.

CASE NO. 2021-L-0000162

SECOND AMENDED CLASS ACTION COMPLAINT

Plaintiffs Charles K. Grasley, Paige Hoops, Diane Connelly, and Eric Osberg (“Named Plaintiffs” or “Plaintiffs”), individually and on behalf of all others similarly situated (the “Class,” as more fully defined below), by their undersigned counsel, bring this class action lawsuit against Defendants Chemtool Incorporated (“Chemtool”) and Holian Insulation Company, Inc. (“Holian”) for damages sustained as the result of a June 14, 2021 fire and explosions that occurred at Chemtool’s Rockton, Illinois chemical plant (“Chemtool Chemical Plant” or “the Plant”), and the “environmental nightmare”¹ created by the fire, explosions, and resulting massive toxic smoke and dust plume.

Chemtool failed to take the most basic steps to prevent the June 14, 2021 oil leak and resulting fire and explosions, despite numerous close calls at the Plant in the previous years, and

¹<https://www.nbcnews.com/news/us-news/video-shows-flames-engulfing-chemical-plant-northern-illinois-n1270729>

despite years of dire warnings from its own insurance carrier. In particular, and most egregiously, Chemtool repeatedly disregarded annual written warnings from its insurer and others that its Plant needed an automatic sprinkler system and other safety measures to reduce or eliminate the risk of catastrophic fire. After at least seven years of written warnings from its insurer about the need for an automatic sprinkler system, and the consequences of failing to install one, Chemtool had unmistakable actual knowledge of the specific hazards the Plant faced without such a system. Despite such actual knowledge, Chemtool willfully chose not to install any such system at the Plant. The foreseeable result of Chemtool's utter indifference and conscious disregard was the total destruction of the Chemtool Plant, the evacuation of thousands of nearby residents, and damage to thousands of neighboring properties. As a result of the preventable fire, explosions, and toxic smoke and dust plume, Plaintiffs and the other Class members suffered property damage, including but not limited to loss of use and enjoyment of their property; investigation, cleanup, and remediation of their property; diminution in the value of their property; and lost profits.

Chemtool's negligence, recklessness, and willful and wanton conduct, and Holian's negligence, caused and continues to cause harm to Plaintiffs and the other Class members. Plaintiffs make the following allegations upon personal knowledge as to Defendants' acts and/or omissions, upon information and belief, and upon Plaintiffs' attorneys' investigation as to all other matters:

I. GENERAL ALLEGATIONS

A. Parties

1. Plaintiff Charles K. Grasley is an Illinois citizen and a resident of Winnebago County, Illinois whose home was within a one-mile radius of Chemtool's Rockton, Illinois

Production Center, which is located at 1165 Prairie Hill Road, Rockton, Illinois 61072 (“Chemtool Chemical Plant”).

2. Plaintiff Charles K. Grasley evacuated his home pursuant to a mandatory evacuation order because of the June 14, 2021 fire and explosion at the Chemtool Chemical Plant.

3. Plaintiff Paige Hoops is an Illinois citizen and a resident of Winnebago County, Illinois whose home was within a one-mile radius of the Chemtool Chemical Plant.

4. Plaintiff Paige Hoops evacuated her home pursuant to a mandatory evacuation order because of the June 14, 2021 fire and explosion at the Chemtool Chemical Plant.

5. Plaintiff Diane Connelly is an Illinois citizen and a resident of Winnebago County, Illinois whose home was within a one-mile radius of the Chemtool Chemical Plant.

6. Plaintiff Eric Osberg is an Illinois citizen and a resident of Winnebago County, Illinois whose home was 1.75 miles from the Chemtool Chemical Plant.

7. Defendant Chemtool Incorporated is a Delaware corporation with its headquarters and principal place of business located at 801 West Rockton Road, Rockton, Illinois 61072.

8. Chemtool is an Illinois citizen and, at all relevant times, operated the Chemtool Chemical Plant.

9. Defendant Holian Insulation Company, Inc. is an Illinois corporation with its principal place of business in Spring Grove, Illinois.

B. Jurisdiction and Venue

10. This is an Illinois action directly affecting Illinois citizens who are residents of Winnebago County, Illinois.

11. This action is brought on behalf of Illinois citizens, for losses to property located in Winnebago County, Illinois, as a result of Chemtool’s willful and wanton conduct and acts of

negligence, nuisance, and trespass, and Holian's acts of negligence, that took place in Winnebago County, Illinois. No claims are asserted for personal injuries.

12. All of the proposed Class members are Illinois citizens.

13. The principal injuries of Plaintiffs and the other Class members were incurred in Illinois.

14. Plaintiffs and the other Class members' injuries directly resulted from Chemtool's and Holian's acts or omissions at and around the Chemtool Chemical Plant in Winnebago County, Illinois.

15. Plaintiffs, individually and on behalf of the other Class members, are seeking significant relief from Chemtool and Holian in the form of injunctive and monetary relief.

16. Jurisdiction is proper pursuant to 735 ILCS 5/2-209 because: (i) plaintiffs and the other Class members are Illinois citizens and reside in and around Rockton, Winnebago County, Illinois; (ii) the commission of the tortious act alleged occurred in Rockton, Winnebago County, Illinois; and (iii) the property at issue in this case is located in Rockton, Winnebago County, Illinois.

17. Venue is proper pursuant to 735 ILCS 5/2-101(1) and (2) because Chemtool is a resident of Winnebago County, Illinois and because the causes of action stated herein arose out of underlying transactions that occurred at the Chemtool Chemical Plant located in Rockton, Winnebago County, Illinois.

C. Background Facts

18. Chemtool has maintained a presence in northern Illinois since at least 1979.

19. Chemtool markets itself as “a premium manufacturer of lubricants and grease products in the Americas” offering products “that are used in a multitude of markets and applications.”²

20. In 2008, Chemtool built in whole or in part the Chemtool Chemical Plant in the Village of Rockton, Illinois.

21. At all relevant times, Chemtool operated the Chemtool Chemical Plant.

22. The Chemtool Chemical Plant produced lubricants, grease products, and other fluids.

23. Chemtool has a history of state and federal environmental violations.

24. In 2009, McHenry County, Illinois health authorities sued Chemtool for polluting soil and wetlands surrounding its 58-acre headquarters with sewage and other contaminants.³

25. The community of Rockton, Illinois has approximately 7,500 residents.

26. Numerous residential, commercial, and public properties are located within three miles of the Chemtool Chemical Plant. These properties include without limitation:

- a. Homes, schools, commercial buildings and stores, churches, and athletic fields;
- b. Rockton Middle School Grade School, located 0.2 miles from the Chemtool Chemical Plant;
- c. Whitman Post Elementary School, located 0.3 miles from the Chemtool Chemical Plant;
- d. Fatt Cat Café, located 0.4 miles from the Chemtool Chemical Plant;
- e. Taylor Company, located 0.5 miles from the Chemtool Chemical Plant;
- f. River Chapel, located 0.58 miles from the Chemtool Chemical Plant;

² <https://www.chemtool.com/>

³ <https://prev.dailyherald.com/story/?id=294766>

- g. Rockton United Methodist Church Parsonage, located 0.6 miles from the Chemtool Chemical Plant;
- h. Coral Cove Family Fun Center, located 0.82 miles from the Chemtool Chemical Plant;
- i. Catch the Wave Swim Club, located 0.83 miles from the Chemtool Chemical Plant;
- j. Hononegah Community High School, located 0.9 miles from the Chemtool Chemical Plant;
- k. Old Stone Congregational Church, located 0.94 miles from the Chemtool Chemical Plant;
- l. World of Dreams Daycare, located 1.14 miles from the Chemtool Chemical Plant;
- m. South Beloit High School, located 1.16 miles from the Chemtool Chemical Plant;
- n. Whitman Post Elementary, located 1.16 miles from the Chemtool Chemical Plant;
- o. St. Andrew Preschool, located 1.22 miles from the Chemtool Chemical Plant;
- p. Rockton Grade School, located 1.26 miles from the Chemtool Chemical Plant;
- q. Rockton Athletic Fields, located 1.55 miles from the Chemtool Chemical Plant;
- r. Unitarian Universalist Congregation of Rock Valley, located 1.66 miles from the Chemtool Chemical Plant;
- s. Riverview School, located 1.79 miles from the Chemtool Chemical Plant;
- t. Swedish American Stateline Clinic, located 1.87 miles from the Chemtool Chemical Plant;
- u. St. Peters Catholic School, located 1.96 miles from the Chemtool Chemical Plant;
- v. Prince of Peace Church, located 2 miles from the Chemtool Chemical Plant;
- w. Macktown Golf Course, located 2.09 miles from the Chemtool Chemical Plant;
- x. Pearl Lake RV Resort, located 2.16 miles from the Chemtool Chemical Plant;

- y. Blair's Farm & Fleet, located 2.23 miles from the Chemtool Chemical Plant;
 - z. ALDI, located 2.34 miles from the Chemtool Chemical Plant;
 - aa. Gaston Elementary School, located 2.34 miles from the Chemtool Chemical Plant;
 - bb. Walmart Supercenter, located 2.43 miles from the Chemtool Chemical Plant;
 - cc. Hackett Elementary School, located 2.55 miles from the Chemtool Chemical Plant;
 - dd. Stephen Mack Middle School, located 2.7 miles from the Chemtool Chemical Plant; and
 - ee. Beloit College, located 3 miles from the Chemtool Chemical Plant.
27. Figure 1, below, depicts a three-mile radius around the Chemtool Chemical Plant.

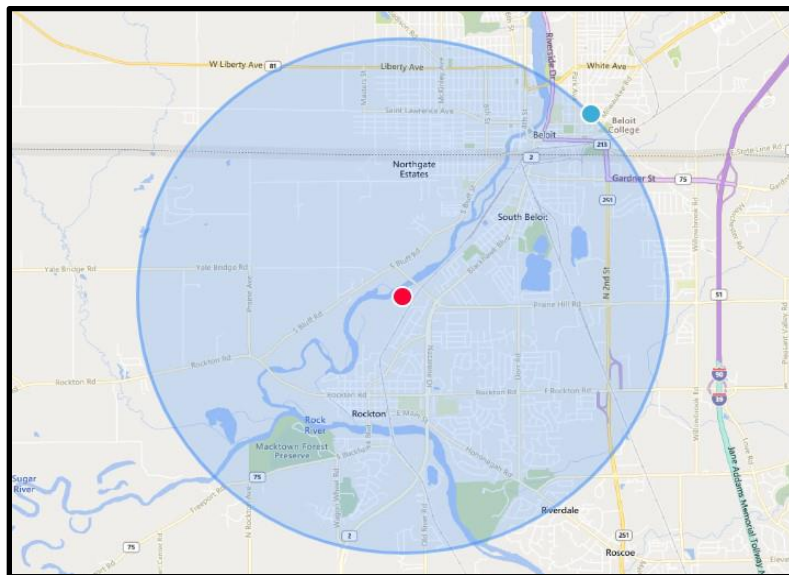


Figure 1

28. As of June 14, 2021, there were many thousands of individual combustible materials stored at the Chemtool Chemical Plant in drums, totes, tanks, kettles and other types of containers including lead, antifreeze, nitrogen, sulfuric acid, and other chemicals. Among these chemicals were numerous organic and organo-metal compounds, oils, greases, and lubricants. The quantity of chemicals and other flammable and combustible liquids stored at the Chemtool

Chemical Plant on June 14, 2021 exceeded one million gallons, corresponding to many millions of pounds.

29. At all relevant times, the risk of a chemical fire, explosions, and release of a toxic smoke and dust plume was reasonably foreseeable to Defendants.

30. At all relevant times, it was reasonably foreseeable to Defendants that the risk of a chemical fire, explosions, and release of a toxic smoke and dust plume could impact the properties of, and present a hazard to, Plaintiffs and the Class members.

D. The Explosion and the Ensuing “Environmental Nightmare”

31. On June 14, 2021, a fire and explosions occurred at the Chemtool Chemical Plant, resulting in a massive toxic smoke and dust plume. The plume was so large that it was reportedly detected by weather satellites and could be observed 56 miles away from the Chemtool Chemical Plant.

32. Figures 2, 3, 4, and 5, below, depict the smoke and dust plume.



Figure 2



Figure 3



Figure 4



Figure 5

33. The severity of the disaster was accurately captured by drone footage available at <https://www.youtube.com/watch?v=rX6zCDkMSRY>.

34. Nearly 90 fire departments and associated personnel and equipment were dispatched to the scene to assist in responding to the large, six-alarm fire.

35. Chemtool had not informed and did not inform the emergency responders of the type and amount of chemicals that were contained within the Chemtool Chemical Plant.

36. Chemtool had not consulted and did not consult with emergency responders to develop an emergency response plan to extinguish a fire at the Chemtool Chemical Plant without causing significant environmental damage to Class members' properties.

37. As a result of Chemtool's failure to plan for such an emergency, the emergency responders were not equipped with proper fire suppression systems and equipment to extinguish the fire.

38. As a result of Chemtool's failure to develop an appropriate emergency response plan, firefighting authorities were forced to allow the materials at the Chemtool Chemical Plant to burn before engaging in fire suppression activities.

39. An Emissions Estimate Report prepared for Chemtool by EHS Support estimates that the fire consumed more than 15 million pounds of product. Although all these chemicals and other materials were consumed by the fire, not all of them burned cleanly or with enough oxygen to ensure complete combustion. As a result, many millions of pounds of toxic and hazardous products of partial combustion, including carcinogenic polycyclic aromatic hydrocarbons (PAHs), were emitted into Class Plaintiffs' breathable ambient air and deposited on Class Plaintiffs' properties. Chemicals such as PAHs are persistent in the environment and could cause a range of adverse health impacts.

40. The fire at the Chemtool Chemical Plant continued to burn through June 23, 2021, when it was officially declared extinguished. Even after June 23, 2021, the Plant continued to be a source of odor and pollutants including particulate matter, ash, dust, and other contaminants.

41. Authorities in Winnebago County, Illinois issued an executive proclamation of disaster emergency in response to the fire, explosions, and resulting toxic smoke and dust plume and ordered residents within a one-mile radius of the Chemtool Chemical Plant to evacuate ("Evacuation Order").

42. The Evacuation Order displaced residents from more than 150 homes.

43. During the period of evacuation, evacuated residents were unable to return to their homes to obtain personal items and necessities, including medication, technology, and communication devices to inform loved ones of their well-being.

44. Winnebago County, Illinois authorities advised residents within a three-mile radius of the Chemtool Chemical Plant to wear masks to protect against inhalation of potentially toxic and harmful chemicals and to remain indoors.

45. Winnebago County, Illinois authorities advised residents not to use HVAC systems.

46. The Evacuation Order was lifted on the morning of June 18, 2021, but Winnebago County, Illinois authorities advised that “Residents should take precautions upon returning home as their environment has been impacted by the fire,”⁴ and directed residents to review a Guidance document entitled “Returning Home After a Chemical Fire” that was prepared by the Illinois Environmental Protection Agency, the Illinois Department of Public Health, and the Illinois Emergency Management Agency.

47. Among other things, that Guidance told residents:

- “Do not let children play in or with items covered by the ash or debris.”
- “While outside playing or working in the yard, avoid hand to mouth contact and wash hands upon returning indoors.”
- “When mowing wear respiratory protection.”
- “When performing activities that may disturb ash or debris, wear respiratory protection.”
- “Do not let pets drink water from puddles, or drink water or eat food that was outside during the incident.”
- “Take off your shoes so that you do not track particles into your home.”
- “When cleaning [air conditioner] filters wear a mask and gloves.”
- “If you have a window air conditioner, close the outdoor air damper.”
- “Clean interior floors and upholstery with high efficiency particulate air (HEPA-filter) vacuum cleaners.”

48. The fire and explosions deposited various debris on property as far as fifteen miles from the Chemtool Chemical Plant.

49. Winnebago County, Illinois authorities advised residents not to touch any of the debris that was deposited onto their properties “due to the potential [of] contaminated or hazardous

⁴ See <https://www.wchd.org/fire>

materials,”⁵ but to have it removed by professionals experienced in working with hazardous materials.

50. Winnebago County, Illinois authorities cautioned residents against using their lawn mowers due to concerns about the composition of particulates that settled on residents’ properties.

51. Although Chemtool hired a contractor to respond to requests for removal of large items of debris, this removal effort was wholly inadequate to remedy the harms to the properties of Plaintiffs and other Class members, as the contractor was only authorized to remove large items of debris, and the contractor stepped on smaller items of debris to force them into the ground.

52. Class members resorted to using magnetic rollers of the kind used to pick up nails at construction sites to try and remove metallic flakes from their properties.

53. Months after the fire was declared extinguished, Class members continued to experience nauseating odors at their properties.

54. Illinois Governor J.B. Pritzker activated personnel from numerous state agencies and departments, including the Illinois Emergency Management Association, State Police, the Illinois National Guard, and the Illinois Department of Public Health, to participate in the response to the fire.

55. Governor Pritzker activated the State Emergency Operation Center to help coordinate the response to the fire.

56. The Illinois Department of Transportation, the Illinois Environmental Protection Agency, the State Fire Marshal’s Office, the American Red Cross, and the Salvation Army were also mobilized to assist in the response.

⁵ See *id.*

57. Officials from the U.S. Environmental Protection Agency, the U.S. Department of Health and Human Services, and the Federal Emergency Management Agency also provided support to the response.⁶

58. On June 16, 2021, officials from the Illinois Environmental Protection Agency requested that the Illinois Attorney General take legal action against Chemtool to stop the release of pollutants from the chemical fire, including sulfuric acid, particulate matter, and other airborne contaminants.

59. On July 9, 2021, the Illinois Attorney General and the State's Attorney of Winnebago County filed a complaint in the Circuit Court of the Seventeenth Judicial Circuit, Winnebago County, Chancery Division, seeking preliminary injunctive relief to enjoin Chemtool from creating any further substantial endangerment to the environment and public health and welfare and from committing any further violations of the Illinois Environmental Protection Act resulting from the June 14, 2021 fire, *People of the State of Illinois, ex rel. Kwame Raoul, et al. v. Chemtool, Inc.*, No. 2021-CH-115.

60. On April 25, 2022, the court in the aforementioned case entered an Agreed Immediate and Preliminary Injunction Order that had been signed by the Illinois Attorney General, the Winnebago County State's Attorney, and Chemtool ("Preliminary Injunction"). Among other things, the Preliminary Injunction ordered Chemtool to: (a) "take all necessary actions to prevent the further discharge or release of wastewater, petroleum products, oils, chemicals, and other contaminants, as a result of the Fire, from the Site onto the land, air, sediment, surface water, and/or groundwater," (b) submit to the Plaintiff, for its review and approval, and thereafter

⁶ According to the U.S. Environmental Protection Agency, a private company hired by Chemtool was brought in to assist with extinguishing the massive chemical fire.

implement, a “Site Investigation Work Plan” for the investigation of all on- and off-Site impacts that may have been impacted by the fire; (c) reimburse the Illinois Environmental Protection Agency “for all reasonable and necessary past and future costs incurred by the Illinois EPA” in connection with its response to the Fire; (d) “reimburse the Illinois Emergency Management Agency for all reasonable response, oversight and review costs that it may incur relating to the Fire”; and (e) “reimburse Winnebago County for all reasonable response and oversight costs it incurred as a result of the Fire.”

E. Chemtool Had Actual Knowledge of the Risk of Fire and Recklessly Failed to Take Basic Precautions to Mitigate that Risk, including by Consciously Disregarding Recommendations to Install an Automatic Sprinkler System.

61. Day-in and day-out, Chemtool manufactured greases, lubricants, additives, and other chemical fluids, handling thousands of toxic and highly flammable chemicals. In the grease manufacturing area of the Plant, Chemtool cooked greases in large steel kettles heated by hot oil, which circulated in a piping network throughout the plant and around the kettles at over 500 degrees Fahrenheit.

62. In the months leading up to the June 14, 2021 fire, Chemtool engaged Holian, an outside contractor, to replace the insulation on the hot oil piping network in the Plant’s grease manufacturing area. This work had been recommended annually by Chemtool’s insurer, FM Global, since at least 2014 because the existing insulation was a fire hazard.

63. On the morning of June 14, 2021, a Holian employee caused a scissor lift to strike a pressure tap on a pressurized hot oil return pipe in the Plant, creating an opening through which hot oil escaped and began spraying. The hot oil ignited several minutes later.

64. June 14, 2021 was not the first time the Plant experienced a hot oil leak nor the first time that such a leak resulted in a fire. Several years earlier, on July 1, 2016, the Rockton Police

Department (“RPD”) and Rockton Fire Protection District (“RFPD”) responded to a fire caused by a leak of hot oil at the Plant, which required 500 gallons of water to extinguish. On July 11, 2017, hot oil again leaked at the Plant, this time when a Chemtool employee attempted to change a valve.

65. Notwithstanding the highly toxic and flammable materials stored and processed in the Plant and Chemtool’s knowledge of the risk of fire and damages to the Class Plaintiffs’ properties, Chemtool failed to exercise reasonable care to prevent these damages. In particular, Chemtool failed to take basic precautions and engage in basic preparation and planning that would have: (1) prevented the leaking and spraying of pressurized hot oil in the first place, (2) prevented ignition of the pressurized hot oil once the leaking and spraying began, and (3) prevented the pressurized hot oil from continuing to burn for days after it was ignited, resulting in the total destruction of the Plant and harm to the surrounding community including Plaintiffs and the Class.

Chemtool’s years-long failure to heed annual warnings to install automatic sprinklers

66. Most troublingly, Chemtool consciously disregarded annual warnings about the need to install an automatic sprinkler system in the area of the Plant where the fire began, despite its specific knowledge that the lack of such sprinklers could lead to the total destruction of the Plant by a fire. An August 31, 2020 Chemtool document acknowledges that “[t]he current fire protection system covers office areas but has no coverage in raw material, production, packaging, or warehouse areas.”

67. Every year from 2015 to 2020, Nelson Fire Protection (a fire safety contractor hired by Chemtool) conducted an annual fire safety inspection of the Plant and provided Chemtool with a written inspection report. Each of those inspection reports noted that the Plant was not

“completely sprinklered” and contained the same recommendation: “Sprinkler rest of building.”

The relevant portion of the 2015 inspection report is shown below:

1. GENERAL	YES	N.A.+	NO*
a. Is the building occupied according to information furnished by owner or owner's representative?	X	• • • • •	
b. Is occupancy same as previous inspection according to information furnished by owner or owner's representative?	X	• • • • •	
c. Are all systems in service?	X	• • • • •	
d. Are all fire protection systems same as last inspection according to information furnished by owner or owner's representative?	X	• • • • •	
e. Is building completely sprinklered?			X

22. Desirable improvements. Sprinkler rest of building

68. Similarly, FM Global, Chemtool’s property insurance carrier and an industrial risk expert, inspected the Plant annually beginning in 2014. In each resulting written report (“Risk Report”), FM Global presciently warned Chemtool that:

The most significant Facility Hazard is the lack of sprinkler protection in the production and warehouse areas where significant combustible materials and ignitable liquids are present. This could lead to a serious fire that could spread throughout the facility.

FM Global further advised Chemtool that:

Developed over 100 yr. ago, automatic sprinkler and water spray protection is the most reliable and effective means of controlling fires in industrial and commercial properties such as this.

And each year from 2014 and 2020, FM Global warned Chemtool that a failure to implement its fire safety recommendations, including the installation of automatic sprinklers, could result in Maximum Foreseeable Loss (*i.e.*, total destruction of the Plant). An excerpt from FM Global’s 2015 Risk Report provided to Chemtool is shown below:

14-07-006**Provide adequate automatic sprinkler protection throughout the plant.**

Part B.**Provide adequate automatic sprinkler protection throughout the production areas.**

Adequate automatic sprinkler protection should be provided for the production areas designed in accordance with FM Global guidelines and should include both roof-level protection, under tank protection, and under mezzanine protection, all balanced together. If this is pursued, contact FM Global for assistance.

Loss Expectancies (USD)	Exposure to Loss is approximately:	Redacted PD Redacted BI (About 548 days)
	Exposure to Loss if Completed is approximately:	Redacted PD Redacted BI (About 3 days)
	Cost Estimate:	Redacted
RiskMark Points	Completion of <u>only</u> this recommendation will result in a RiskMark score increase of less than one point. Completing this recommendation along with other risk improvement efforts can result in more significant improvements to the RiskMark score.	
Status	According to Mr. Jim Ganger, there are no current plans to complete the recommendation.	

Part C.**Provide automatic sprinkler protection throughout the warehouse areas.**

Adequate automatic sprinkler protection should be provided throughout the warehouse areas of the facility in accordance with FM Global guidelines. This will require the use of storage-type automatic sprinklers as well as in-rack sprinkler protection in some cases. FM Global should be contact for guidance if this protection is pursued.

Loss Expectancies (USD)	Exposure to Loss is approximately:	Redacted PD Redacted BI (About 548 days)
	Exposure to Loss if Completed is approximately:	Redacted PD Redacted BI (About 3 days)
	Cost Estimate:	Redacted

14-07-006C continued

RiskMark Points	Completion of <u>only</u> this recommendation will result in a RiskMark score increase of less than one point. Completing this recommendation along with other risk improvement efforts can result in more significant improvements to the RiskMark score.
Status	According to Mr. Jim Ganger, there are no current plans to complete the recommendation.

69. Nelson Fire Protection and FM Global were not the only expert companies that warned Chemtool of the need to install automatic sprinklers throughout the Plant and that warned Chemtool of the risks resulting from a failure to do so. Paratherm, the manufacturer of the

pressurized hot oil that ignited and started the fire, and a division of Chemtool’s corporate parent, The Lubrizol Corporation, published an article predating the fire, written by one of its fire safety experts, discussing fire safety precautions for hot oil systems. In the article, titled *Bolstering Fire Safety*, Paratherm warns of the need for sprinklers when operating a hot oil system precisely like the one at the Chemtool Chemical Plant, stating: “[a]utomated sprinkler systems are recommended for release at critical areas throughout the system, such as at the heat source, in control rooms, and around relief discharges and process users.”

70. Chemtool was aware that its fire suppression system did not meet fire code requirements. An internal company PowerPoint dated September 15, 2020 stated that the system “does not meet FM Global recommendations or fire code requirements for manufacturing, packaging, and warehouse areas”:

MOVE CLEANER
CREATE SMARTER
LIVE BETTER

Rockton North Fire Protection

Project Justification

- Current Rockton North fire suppression system does not meet FM Global recommendations or fire code requirements for manufacturing, packaging, and warehouse areas
 - Current system only covers core office area
- Continuing without a fire suppression system increases risk for property and personnel damage in case of a fire
 - Possible risk up to and including total facility/property loss, significant business interruption, and loss of life
- Bid package to be developed will allow for competitive FEL-3 bids from multiple contractors

Lubrizol

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71. During depositions in this case, a Chemtool employee testified that he thought sprinklers “should have been in [the Rockton Facility] to begin with” and he “questioned why they

didn't" already install sprinklers. Another Chemtool employee agreed that if Chemtool had been "told by numerous sources for years prior to the fire that a water suppression system that fully covered the production and grease area would greatly minimize any damage from a large-scale fire," then Chemtool should have installed sprinklers and that he did not know "why that would not have happened."

72. Keith Dooley, who was the Chemtool Plant Manager on the day of the fire, also testified in his deposition that automatic sprinklers would protect the facility and the community from a catastrophic event like that which occurred at the Plant:

Q. The reason to put the sprinklers in was twofold. I assume one was to protect the plant in case there was a fire, correct?

A. Correct.

Q. Another was to protect the workers in case there was a fire, correct?

A. Correct.

Q. Another was to protect the community in case there was a fire, correct?

A. It was to prevent any fire.

Q. To protect the community in part, correct?

A. Yes. Yes.

73. Despite these repeated warnings, over years from numerous fire safety experts, and in both utter indifference to and conscious disregard for the safety of its Plant and the surrounding community including Plaintiffs and the Class, Chemtool recklessly chose to operate the Plant without an automatic sprinkler system. The June 14, 2021 fire and resulting harm to Plaintiffs and the Class was a foreseeable consequence of Chemtool's failure to install an automatic sprinkler system.

Chemtool's conscious disregard of repeated warnings to replace its improper insulation

74. FM Global not only warned Chemtool to install an automated sprinkler system through the Plant, but it also warned Chemtool that it needed to replace insulation in critical areas

throughout the Plant, including around the hot oil piping system. An excerpt from FM Global's 2015 Risk Report provided to Chemtool is shown below. FM Global made provided identical warnings and recommendations annually:

14-07-003 Target	Replace the glass fiber insulation on process vessels and piping with foamed glass.
	The existing glass fiber insulation with a metal lath and plaster cover on the process vessels should be replaced with foamed glass or similar type non-wicking insulation. The glass fiber insulation with metallic shielding should also be replaced on the plant piping that handles heat transfer fluid, process liquid or raw material (it can be used on steam, chiller and cooling water piping, but not within 3 ft. of vessels, pumps or end use points). The order of importance should be vessels, piping within 3 ft. of flanges and pumps, and then the remaining pipe as funding permits.
The Hazard	Glass fiber insulation is a wicking type insulation that can allow leaks of process material to get trapped in. Once the material from a spill or leak gets inside the insulation, it can carbonize, which lowers the flash point of the material over time to the point that hot surfaces can ignite it. Although these fires initially tend to be small, over years of leaks and releases, the amount of material increases causing the potential fire to become larger, eventually getting to the point that it becomes a well-developed, shielded fire that can grow beyond incipient stages by the time the fire department can begin manual firefighting efforts.

75. In *Bolstering Fire Safety*, which was published prior to the fire, Paratherm explains the hazard created by wicking insulation and the importance of using non-wicking insulation:

It is well understood that a combustible fluid can ignite at temperatures below its published autoignition temperature, if spread in a thin film. The high surface area present in many types of insulation can promote this phenomenon when soaked with a thermal fluid. Open cell insulation, such as mineral fibre, can wick, leaking heat transfer fluid into its porous structure. The wicked fluid proceeds to oxidise, which can raise the temperature of the insulation above the fluid's autoignition temperature.

Foamed glass insulation is the standard recommended insulating material because it cannot absorb oil. Leaked oil will pool following the path of least resistance. Weep holes are sometimes drilled through the insulation to prevent excessive accumulation. Mineral wool or fibreglass insulation can be safely used on horizontal pipe runs where the potential for a leak is negligible. It is wise to consider installing a metal drip ring to separate the fibrous material from the closed-cell insulation. It is also recommended that the insulation be covered with aluminum cladding to protect from external hazards, and that the use of insulating flanges is avoided wherever possible, as they are potential leak points. If fluid-soaked insulation is

discovered, it should be addressed with haste and caution. Cladding and soaked insulation must be removed very carefully and slowly, preferably with the system cooled down.

76. Despite these repeated warnings, and in both utter indifference to and conscious disregard for the safety of the safety of its Plant and the surrounding community including Plaintiffs and the Class, Chemtool recklessly chose to operate the hot oil system with the improper type of insulation. The June 14, 2021 fire and resulting harm to Plaintiffs and the Class was a foreseeable consequence of Chemtool's failure to operate the hot oil system with the proper insulation.

**Chemtool's conscious disregard of recommendations to install
automatic shutoffs in the hot oil system**

77. Chemtool also failed to install automatic shutoffs that could have mitigated the risk that a leak of pressurized hot oil would result in a catastrophic fire. FM Global repeatedly warned Chemtool that, "[t]he lack of automatic shutoffs for the pumping systems for the base oils and the [heat transfer fluid] system could lead to an [ignitable liquid] being continuously supplied to a potential fire area." Paratherm echoed this warning, stating that, "fuel shut-off valves can go a long way in preventing a catastrophe."

78. Despite these repeated warnings, and in both utter indifference to and conscious disregard for the safety of the safety of its Plant and the surrounding community including Plaintiffs and the Class, Chemtool recklessly chose to operate the pressurized hot oil system without automatic shutoffs. The June 14, 2021 fire and resulting harm to Plaintiffs and the Class was a foreseeable consequence of Chemtool's failure to install automatic shutoffs in the hot oil system.

Chemtool's reckless failure to stop the flow of hot oil during Holian's repair work

79. Chemtool could have shut off the flow of pressurized hot oil and drained the pipes on which Holian was working on June 14, 2021, prior to allowing Holian to perform work on the pressurized hot oil piping system, which would have eliminated the risk of a hot oil leak and resulting fire. Chemtool employees have testified in this case that stopping and draining the hot oil from piping to and from a particular kettle would have taken mere minutes. Further, Chemtool employees testified that the reactor kettles in the grease manufacturing area were typically not all in simultaneous use due to maintenance or other issues. Accordingly, Chemtool could have drained hot oil from discrete sections of the piping system where contractors were working without disrupting production.

80. Chemtool employees believed it would have been safer for the outside contractors to perform work around reactors if there was no pressurized hot oil flowing to or from them. One employee stated “it would be a lot safer if the oil was not in [the hot oil piping]” while outside contractors were working around them. Another testified that it was his “understanding that it would be safer to work on [the hot oil] lines if they were not filled with hot oil and not pressurized.”

81. In both utter indifference to and conscious disregard for the safety of the Plant and the surrounding community including Plaintiffs and the Class, Chemtool recklessly chose to allow the flow of pressurized hot oil while Holian was performing its insulation replacement work on the piping system. The June 14, 2021 fire and resulting harm to Plaintiffs and the Class was a foreseeable consequence of Chemtool’s failure to shut off the flow of pressurized hot oil and its failure to drain the pipes of such oil prior to Holian commencing its insulation replacement work.

Chemtool’s reckless failure to supervise Holian

82. FM Global also warned Chemtool that it should properly supervise outside contractors like Holian. Specifically, FM Global wrote: “Facility personnel should closely

supervise all contractors involved in this project whenever present in the facility. Contractors should be advised of all regulations on smoking, hot work, flammable liquid handling and housekeeping before the start of any work.”

83. Chemtool was on notice of the risk that while operating a scissor lift to perform its insulation replacement work, Holian could cause a leak of pressurized hot oil. On at least two prior occasions, December 6, 2017 and January 17, 2020, fork lifts hit and triggered fire alarm pull stations in the Chemtool Chemical Plant.

84. Despite FM Global’s warning and notice of the risk that Holian’s operation of a scissor lift could cause a leak of pressurized hot oil, and in both utter indifference to and conscious disregard for the safety of the Plant and the surrounding community including Plaintiffs and the Class, Chemtool recklessly failed to supervise Holian’s insulation replacement work in the Plant on June 14, 2021. The leak of pressurized hot oil, ignition of the hot oil, fire, and resulting harm to Plaintiffs and the Class was a foreseeable consequence of Chemtool’s failure to supervise Holian’s insulation replacement work.

F. Community Impacts from the Chemtool Chemical Plant Fire and Explosion

85. Beginning on June 14, 2021 and continuing through the date of this Second Amended Complaint, Plaintiffs and the Class members have been unable to use and enjoy their indoor and outdoor property as a result of the debris and poor air quality caused by the fire, explosions, and toxic smoke and dust plume.

86. Rockton residents, as well as residents of neighboring towns, have reported that the debris, smoke, dust, and air quality resulting from the fire, explosions, and toxic smoke and dust plume have caused nuisance-level physiological harms, including respiratory difficulty, offensive

smells, nausea, and headaches, which have further impaired their ability to use and enjoy their properties.

87. The Illinois Environmental Protection Agency took wipe samples at locations close to the Chemtool Chemical Plant on June 17, 2021 and the publicly available results demonstrate that several chemical analytes were detected above the reporting limit, including aluminum, barium, boron, calcium, chromium, iron, magnesium, manganese, potassium, strontium, and zinc.⁷

88. At the time of the fire and explosions, Plaintiff Grasley and his family were residing at his home, which is within one mile of the Chemtool Chemical Plant. Plaintiff Grasley and his family evacuated his home on June 14, 2021 pursuant to the mandatory evacuation order.

89. At the time of the fire and explosions, Plaintiff Hoops was at her grandparents' home, which is within a mile of the Chemtool Chemical Plant. Plaintiff Hoops helped her grandparents evacuate their home on June 14, 2021 pursuant to the mandatory evacuation order.

90. Plaintiff Hoops' residence is within one mile of the Chemtool Chemical Plant. After helping her grandparents, Plaintiff Hoops and her husband also evacuated their home on June 14, 2021 pursuant to the mandatory evacuation order.

91. At the time of the fire and explosions, Plaintiff Connelly and her husband were in their residence, which is within one mile of the Chemtool Chemical Plant. For approximately one week following the fire and explosions, Plaintiff and her husband closed all windows and doors to their home, turned off the HVAC system, wore dust masks, and limited exposure to the outdoors.

92. At the time of the fire and explosions, Plaintiff Osberg was in his home, which is approximately 1.75 miles from the Chemtool Chemical Plant.

⁷ <https://www2.illinois.gov/epa/topics/community-relations/sites/Chemtool/Documents/ILEPA%20Wipe%20Samples%2021F0726%20Chemtool.pdf>.

93. As a result of the fire, explosions, and resulting toxic smoke and dust plume, toxic and harmful substances, smoke, debris, particulate matter, other dust, and other pollutants have been deposited in, on, and around Plaintiffs' properties.

94. As a result of the fire, explosions, and resulting toxic smoke and dust plume, Plaintiffs and the Class Members had and continue to have concerns about their own well-being and the well-being of their families because their residences were directly impacted by the plume, which has further interfered with their ability to use and enjoy their properties.

95. Plaintiffs and the Class Members and their families have not been able to use and enjoy their homes and properties as expected.

96. At all relevant times, Defendant Chemtool failed to exercise reasonable care and acted with utter indifference to and conscious disregard for the safety of Plaintiffs and the Class Members.

97. Chemtool failed to prevent the fire, explosions, and the resulting toxic smoke and dust plume and otherwise failed to exercise reasonable care and acted with utter indifference to and conscious disregard for the safety of Plaintiffs and the Class Members.

98. Chemtool, alternatively, failed to discover the hazards that resulted in the fire, explosions, and resulting toxic smoke and dust plume, where such hazards could have been discovered by the exercise of ordinary care.

99. Chemtool failed to exercise reasonable care to take sufficient precautions which would have prevented or mitigated the fire, explosions, and resulting toxic smoke and dust plume and acted with utter indifference to and conscious disregard for the safety of Plaintiffs and the Class Members.

100. Chemtool failed to act with reasonable or ordinary care to prevent toxic chemicals, dust, and hazardous by-products from being released into the environment and onto the properties of Plaintiffs and the other Class members and acted with utter indifference to and conscious disregard for the safety of Plaintiffs and the Class Members.

101. Chemtool failed to act with reasonable or ordinary care to contain the discharge of toxic smoke, dust, and hazardous by-products after the fire and explosions occurred and otherwise acted with utter indifference to and conscious disregard for the safety of Plaintiffs and the Class Members.

102. Holian failed to act with reasonable or ordinary care in preparing for and performing insulation replacement work on the pressurized hot oil piping system at the Chemtool Chemical Plant, including failing adequately to coordinate and communicate with Chemtool regarding such work, failing to ensure that Chemtool supervised such work, and failing to ensure that Chemtool drained or removed the pressurized hot oil from the portions of the hot oil piping system where Holian was performing its work prior to the commencement of such work.

103. At all relevant times, it was foreseeable to Defendants that their failures would seriously injure Plaintiffs and the other Class members.

II. CLASS ACTION ALLEGATIONS

104. Pursuant to Illinois Code of Civil Procedure 735 ILCS 5/2-801, Plaintiffs seek to certify and represent a class defined as:

- All current Illinois citizens who were, on June 14, 2021, owners or tenants of property located in Illinois within a three-mile radius of the Chemtool Chemical Plant.⁸

⁸ On October 10, 2022, the Court issued an order certifying a class against Chemtool for liability and injunctive relief pursuant to this definition.

105. Specifically excluded from the Class are Defendants, including any parent, subsidiary, affiliate, or controlled person of Defendants; Defendants' officers, directors, agents, or employees, the judicial officers assigned to this litigation and any members of their staff and immediate family, and any juror assigned to this action.

106. Plaintiffs reserve the right to amend or modify the Class definition with greater specificity or division after having had an opportunity to conduct discovery.

107. **Numerosity.** Upon information and belief, there are hundreds of members of the Class, making the members of the Class so numerous that joinder of all members is impracticable. Although the exact number of members of the Class is currently unknown to Plaintiffs, thousands of people live in Rockton alone and thousands of pieces of property were affected. Class members may be identified through objective means, including objective data available to the Parties regarding the persons and property present in the affected areas following the explosion and fire. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, social media and/or published notice. Thus, pursuant to Illinois Rule of Civil Procedure 735 ILCS 5/2-801(1), the large size of the Class renders the Class so numerous that joinder of all individual members is impracticable.

108. **Predominance of Common Questions of Law or Fact.** Common questions of law and fact predominate in this matter because Defendant's conduct towards Plaintiffs and the other Class members is uniform. These common questions of law or fact predominate over any questions affecting only individual Class members. Common questions include, but are not limited to the following:

- a. Whether Defendants engaged in the wrongful conduct alleged herein;

- b. Whether Defendants caused the fire at the Chemtool Chemical Plant in violation of rules, regulations, and customs;
- c. Whether Defendants caused the release of toxic particulate matter into the Rockton community resulting from the fire at the Chemtool Chemical Plant fire;
- d. Whether Defendants failed to use the appropriate standard of care in allowing the fire at the Chemtool Chemical Plant to occur;
- e. Whether Defendants omitted required, reasonable, or minimal safety measures resulting in the fire at the Chemtool Chemical Plant;
- f. Whether Defendants failed to follow required, reasonable, or minimal safety measures that would have mitigated the fire at the Chemtool Chemical Plant;
- g. Whether Defendants engaged in ultrahazardous activities;
- h. Whether Defendants were negligent;
- i. Whether Chemtool created a nuisance;
- j. Whether Plaintiffs and the other Class members suffered injury and damages as a result of Defendants' conduct; and
- k. Whether Plaintiffs and the other Class members are entitled to damages, equitable relief, and other relief.

109. Plaintiffs share a common interest with the other Class members in the objectives of the action and the relief sought.

110. Plaintiffs satisfy the commonality requirement of Illinois Rule of Civil Procedure 735 ILCS 5/2-801(2) because their claims arise from Defendant's course of conduct which led to the single incident affecting all of the Class members and are based on the same legal theories as all other Class members' claims.

111. **Adequacy.** Pursuant to Illinois Rule of Civil Procedure 735 ILCS 5/2-801(3), Plaintiffs can and will adequately represent the other Class members and their interests are common to and coincident with them. By proving their individual claims, Plaintiffs will

necessarily prove the other Class members' claims and prove Defendants' class-wide liability. Plaintiffs have no known conflicts of interest with any of the other Class members, their interests and claims are not antagonistic to those of any other Class member, nor are their claims subject to any unique defenses.

112. Moreover, Plaintiffs' claims are typical of the claims of all other Class members because all such claims arise from Defendants' conduct as alleged herein.

113. Plaintiffs and the other Class members' legal claims arise from the same single event, namely, the Chemtool Chemical Plant fire, followed by a series of explosions emitting debris and a toxic smoke and dust plume throughout the Rockton, Illinois area and beyond. The material facts underlying each Class member's claim are the same material facts as those supporting Plaintiffs' claims alleged herein and require proof of the same material facts.

114. Plaintiffs, therefore, can and will fairly and adequately protect and represent the other Class members' interests.

115. Plaintiffs' counsel—Foote, Mielke, Chavez & O'Neil, LLC, WilliamsMcCarthy LLP, Miner, Barnhill & Galland, P.C., The Collins Firm, Romanucci & Blandin, LLC, DiCello Levitt LLP, Hart McLaughlin & Eldridge, LLC, and Freiberg Law Offices—have extensive experience in environmental and toxic tort litigation and class actions, and have sufficient personnel and adequate financial resources to ensure that the interests of the Class will be adequately represented.

116. If appointed Class representatives, Plaintiffs are aware of, and are committed to, faithfully upholding their fiduciary duties to absent Class members.

117. Plaintiffs and their counsel are committed to the vigorous prosecution of this action and will allocate the appropriate time and resources to ensure that the Class is fairly represented.

118. Plaintiffs and their counsel will, therefore, fairly and adequately assert and protect the interests of the Class.

119. **Appropriateness.** Class treatment provides an appropriate method for adjudication of this controversy insofar as the class action can best secure the economics of time, effort, and expense and promote uniformity of decision. Indeed, the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for the party opposing the Class. As a result, separate actions brought by individual Class members would possibly lead to a situation where identical language is interpreted differently.

120. Resolution of the common issues of fact and law affecting Plaintiffs' and the other Class members' claims, including the common issues discussed above, in a single action will eliminate the chance of inconsistent and/or varying adjudications. Such resolution will further allow Class members to present their claims efficiently, share the costs of litigation, experts and discovery, and preserve judicial time and resources. A class action is thus superior to other available means for the fair and efficient adjudication of Plaintiffs' and the other Class members' claims.

121. In the alternative, the proposed classes may be certified because:

- a. The prosecution of separate actions by each individual Class member would create a risk of inconsistent adjudications, which could establish incompatible standards of conduct for Defendants;
- b. The prosecution of individual actions could result in adjudications that, as a practical matter, would be dispositive of the interests of non-party Class members or which would substantially impair their ability to protect their interests; and
- c. Defendants acted or refused to act on grounds generally applicable to the proposed classes, thereby making final and injunctive relief appropriate with respect to Class members.

III. CLAIMS ALLEGED

COUNT I Negligence (Against Chemtool)

122. Plaintiffs adopt and incorporate all previous paragraphs, as though fully set forth herein.

123. Chemtool knew or should have known of the risk of fire and explosion at the Chemtool Chemical Plant.

124. Chemtool knew of the risk that hot oil could leak from oil kettles at the Chemical Chemtool Plant and ignite to cause a fire;

125. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic substances into the surrounding neighborhood.

126. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful smoke into the surrounding neighborhood.

127. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful debris into the surrounding neighborhood.

128. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful particulate matter into the surrounding neighborhood.

129. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful dust into the surrounding neighborhood.

130. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful pollutants into the surrounding neighborhood.

131. Chemtool knew or should have known that the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants would pose a risk of serious damage to, diminution in the value of, and loss of use and enjoyment of the affected property.

132. Chemtool had a duty to Plaintiffs and the other Class members to exercise reasonable care to prevent the foreseeable interference with Class members' use and enjoyment of their properties that has resulted from the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants from the fire, explosion, and resulting smoke and dust plume.

133. Chemtool had a duty to prevent the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants from the Chemtool Chemical Plant.

134. Chemtool breached the duties that it owes to Plaintiffs and each of the other Class members, to exercise reasonable care, which has caused property damage, including but not limited to lost profits; loss of use and enjoyment of property; investigation, cleanup, and remediation of the property; and diminution of property value.

135. Specifically, Chemtool breached that duty by:

- a. Failing to comply with its regulatory obligations to take measures to identify and prevent the risk of fire and explosion at the Chemtool Chemical Plant;

- b. Failing to comply with their regulatory obligations to inform emergency responders of the hazards associated with responding to a fire and explosion at the Chemtool Chemical Plant;
- c. Failing to comply with their regulatory obligations to develop appropriate emergency response plans to minimize the catastrophic effect of a fire and explosion;
- d. Failing to prepare for and supervise properly the work of contractors at the Chemical Chemtool Plant;
- e. Failing to take sufficient precautions to prevent pressurized hot oil from leaking from the piping system where contractors were working and igniting;
- f. Choosing not to take sufficient precautions to prevent a fire;
- g. Choosing not to take sufficient precautions to prevent an explosion;
- h. Choosing not to take sufficient precautions to extinguish a fire;
- i. Allowing enormous amounts of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants to be deposited on Class members' properties;
- a. Otherwise failing to take sufficient precautions to control the emissions of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants from Class members' property; and/or
- j. Other acts of negligence which may be discovered in the course of this litigation.

136. As a direct and proximate cause of one or more of the aforementioned negligent acts or omissions, Plaintiffs and the other Class members have sustained, and continue to sustain, property damage.

137. As a direct and proximate cause of one or more of the aforementioned negligent acts or omissions, Plaintiffs and the other Class members have incurred, and will continue to incur, monetary damages arising from the property damage, including but not limited to lost profits; loss

of use and enjoyment of property; investigation, cleanup, and remediation of the property; and diminution of property value.

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that this Court enter judgment in their favor and against Chemtool in an amount in excess of \$50,000, which will adequately and fairly compensate them, plus the costs of this lawsuit, and an injunction requiring Chemtool to remediate the resulting harm at or threatening their residences and for other appropriate injunctive relief.

COUNT II
Willful and Wanton Conduct
(Against Chemool)

138. Plaintiffs adopt and incorporate all previous paragraphs, as though fully set forth herein.

139. Chemtool acted with utter indifference and conscious disregard for the safety of Plaintiffs and the other Class members in its negligent acts or omissions.

140. Chemtool knew of the risk that pressurized hot oil could leak from piping at the Chemical Chemtool Plant and ignite to cause a fire;

141. Chemtool knew or should have known that failing to supervise contractors performing insulation replacement work on its hot-oil system could lead to damage, including a leak and ignition of pressurized hot oil and fire;

142. Chemtool knew that allowing the pressurized flow of hot oil through its hot-oil piping while contractors performed insulation replacement work created an unreasonable risk and that cutting off the flow of hot oil to, and draining the hot oil from, the piping where such work was being performed would have eliminated the risk of a leak of hot oil from such piping;

143. Chemtool knew that failure to install automatic shutoffs in the hot oil system could supply a fire with continuous fuel;

144. Chemtool knew that its highly flammable insulation could contribute to the growth of a fire beyond incipient stages by the time the fire department could respond;

145. Chemtool knew that failure to install an automatic sprinkler system could result in catastrophic damage, including the destruction of the entire Plant and harm to the surrounding community including Plaintiffs and the Class;

146. Chemtool knew that a catastrophic a fire and explosions would result in the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants.

147. Chemtool consciously disregarded the risks of which it was aware, including the risks about which it had been informed repeatedly over the course of years prior to the fire.

148. Chemtool willfully failed to take any action to reduce, eliminate, or otherwise address those risks.

149. Chemtool was reckless by failing to inform emergency responders of the hazards associated with responding to the fire and explosion at the Chemtool Chemical Plant.

150. Chemtool was conscious of its reckless conduct and was conscious, from its knowledge of the surrounding circumstances and existing conditions, that its reckless conduct would naturally and foreseeably result in harm to the surrounding community, including Plaintiffs and the Class.

151. As a direct and proximate cause of one or more of Chemtool's aforementioned willful and wanton acts or omissions, Plaintiffs and the other Class members have incurred, and will continue to incur, monetary damages arising from the property damage, including but not

limited to lost profits; loss of use and enjoyment of property; investigation, cleanup, and remediation of the property; and diminution of property value.

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that this Court enter judgment in their favor and against Chemtool in an amount in excess of \$50,000, which will adequately and fairly compensate them, plus the costs of this lawsuit, and an injunction requiring Chemtool to remediate the resulting harm at or threatening their residences and for other appropriate injunctive relief.

COUNT III
Nuisance
(Against Chemtool)

152. Plaintiffs adopt and incorporate all previous paragraphs, as though fully set forth herein.

153. Chemtool knew or should have known of the risk of fire and explosion at the Chemtool Chemical Plant.

154. Chemtool knew or should have known of the risk that hot oil could leak from oil kettles at the Chemical Chemtool Plant and ignite to cause a fire.

155. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic substances into the surrounding neighborhood.

156. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful smoke into the surrounding neighborhood.

157. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful debris into the surrounding neighborhood.

158. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful particulate matter into the surrounding neighborhood.

159. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful dust into the surrounding neighborhood.

160. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful pollutants into the surrounding neighborhood.

161. The fire and explosions at the Chemtool Chemical Plant caused the uncontrolled discharge of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants, which invaded the Plaintiffs' and the other Class members' properties, and Plaintiffs and the other Class members did not consent to the entry of such materials onto their properties.

162. Chemtool knew or should have known that they caused the disposal and invasion of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants on the Plaintiffs' and the other Class members' properties but has failed to remove such material from the Plaintiffs' and the other Class members' properties.

163. Chemtool's uncontrolled discharge of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants and the disposal and invasion thereof onto the Plaintiffs' and the other Class members' properties is unreasonable and unlawful.

164. The discharge, disposal, and invasion of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants onto Plaintiffs' and the other Class members' properties have substantially interfered with the lawful rights of Plaintiffs and the other Class members to use and enjoy their properties, which constitutes a private nuisance.

165. The nuisance described above continues to this day and has adversely impacted the life of Plaintiffs and the other Class members.

166. The nuisance described above has unreasonably, negligently, and recklessly interfered with the comfortable use and enjoyment of life and property, has diminished Plaintiffs' and the Class members property values, and has thereby created a common law nuisance, for reasons of which Chemtool is liable to the Plaintiffs and the other members of the Class Plaintiffs represent.

167. As a direct and proximate result of this nuisance, Plaintiffs and the other Class members suffered unacceptable and unreasonable interference with their rights to use and enjoy their properties, interference they should not be required to suffer without compensation.

168. As a direct and proximate cause of the nuisance, Plaintiffs and the other Class members have incurred, and will continue to incur, monetary damages arising from the lost use and enjoyment of their property caused by Chemtool's conduct.

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that this Court enter judgment in their favor and against Chemtool in an amount in excess of \$50,000, which will adequately and fairly compensate them, plus the costs of

this lawsuit, and an injunction requiring Chemtool to remediate the resulting harm at or threatening their residences and for other appropriate injunctive relief.

COUNT IV
Trespass
(Against Chemtool)

169. Plaintiffs adopt and incorporate all previous paragraphs, as though fully set forth herein.

170. Chemtool knew or should have known of the risk of fire and explosion at the Chemtool Chemical Plant.

171. Chemtool knew or should have known of the risk that hot oil could leak from oil kettles at the Chemical Chemtool Plant and ignite to cause a fire.

172. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic substances into the surrounding neighborhood.

173. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful smoke into the surrounding neighborhood.

174. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful debris into the surrounding neighborhood.

175. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful particulate matter into the surrounding neighborhood.

176. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful dust into the surrounding neighborhood.

177. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful pollutants into the surrounding neighborhood.

178. Chemtool knew or should have known that the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants into the surrounding neighborhood would pose a risk of serious damage to, diminution in the value of, and loss of use and enjoyment of the affected property.

179. The fire and explosions at the Chemtool Chemical Plant caused the uncontrolled discharge of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants, which invaded the property in which Plaintiffs and the other Class members have an interest, and Plaintiffs and the other Class members did not consent to the entry of such materials onto these properties.

180. Chemtool is aware that it caused the disposal and invasion of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants on the Plaintiffs' and the Class members' properties but has failed to remove the toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants from the properties.

181. Chemtool's uncontrolled discharge of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants and the disposal and invasion thereof onto the Plaintiffs' and the other Class members' properties is unreasonable and unlawful, and such

discharge, disposal and invasion have substantially interfered with the lawful rights of Plaintiffs and the other Class members to use and enjoy their properties, constituting an unlawful trespass.

182. The trespass is continuing and ongoing.

183. Chemtool's interference with Plaintiffs' and Class members' possessory rights was unreasonable and foreseeable.

184. As a direct and proximate result of the trespass, Plaintiffs and Class members sustained and will continue to sustain a loss of ability to use and enjoy their properties.

185. As a direct and proximate cause of the trespass, Plaintiffs have incurred, and will continue to incur, monetary damages arising from the lost use and enjoyment of their property caused by Chemtool's conduct.

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that this Court enter judgment in their favor and against Chemtool in an amount in excess of \$50,000, which will adequately and fairly compensate them, plus the costs of this lawsuit, and an injunction requiring Chemtool to remediate the resulting harm at or threatening their residences and for other appropriate injunctive relief.

COUNT V
Trespass to Chattels
(Against Chemtool)

186. Plaintiffs adopt and incorporate all previous paragraphs, as though fully set forth herein.

187. Chemtool knew or should have known of the risk of fire and explosion at the Chemtool Chemical Plant.

188. Chemtool knew or should have known of the risk that hot oil could leak from oil kettles at the Chemical Chemtool Plant and ignite to cause a fire.

189. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic substances into the surrounding neighborhood.

190. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful smoke into the surrounding neighborhood.

191. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful debris into the surrounding neighborhood.

192. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful particulate matter into the surrounding neighborhood.

193. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful dust into the surrounding neighborhood.

194. Chemtool knew or should have known of the risk that a fire and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful pollutants into the surrounding neighborhood.

195. Chemtool knew or should have known that the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants would pose a risk of serious damage to, diminution in the value of, and loss of use and enjoyment of the affected property.

196. The explosions and fire at the Chemtool Chemical Plant caused the uncontrolled discharge of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants, which invaded the property in which the Plaintiffs and the other Class members have an interest, dispossessing and intermeddling them of a chattel.

197. Plaintiffs and the other Class members did not consent to the entry of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants onto their properties.

198. Chemtool is aware that it caused the disposal and invasion of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants on the Plaintiffs' and the other Class members' properties, dispossessing and intermeddling them of a chattel, but has failed to remove the smoke and particles from the properties.

199. Chemtool's uncontrolled discharge of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants and the disposal and invasion thereof onto the Plaintiffs' and the other Class members' properties is unreasonable and unlawful and has substantially interfered with the lawful rights of Plaintiffs and the other Class members to use and enjoy their properties.

200. The trespass is continuing and ongoing.

201. Chemtool's interference with Plaintiffs' and the other Class members' possessory rights was unreasonable and foreseeable.

202. As a direct and proximate result of the trespass, Plaintiffs and the other Class members sustained and will continue to sustain a loss of ability to use and enjoy their properties.

203. As a direct and proximate cause of the trespass, Plaintiffs and the other Class members have incurred, and will continue to incur, monetary damages arising from the lost use and enjoyment of their property caused by Chemtool's conduct.

204. WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that this Court enter judgment in their favor and against Chemtool in an amount in excess of \$50,000, which will adequately and fairly compensate them, plus the costs of this lawsuit, and an injunction requiring Chemtool to remediate the resulting harm at or threatening their residences and for other appropriate injunctive relief.

COUNT VI
Negligence
(Against Holian)

205. Plaintiffs adopt and incorporate all previous paragraphs, as though fully set forth herein.

206. Holian knew or should have known of the risk that its insulation replacement work on the pressurized hot oil piping system at the Chemtool Chemical Plant could result in a leak of pressurized hot oil and ignition to cause a fire and explosion.

207. Holian knew or should have known of the risk that a leak of pressurized hot oil, ignition of hot oil, fire, and explosion at the Chemtool Chemical Plant would result in the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants into the surrounding neighborhood.

208. Holian knew or should have known that the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants would pose a risk of serious damage to, diminution in the value of, and loss of use and enjoyment of the affected property.

209. Holian had a duty to Plaintiffs and the other Class members to exercise reasonable care to prevent the foreseeable harm to Class members' properties that has resulted from the release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants from the leak and ignition of hot oil, fire, explosion, and resulting smoke and dust plume.

210. Holian had a duty to prevent a leak of hot oil, ignition, fire, explosion, and release of toxic and harmful substances, smoke, debris, particulate matter, other dust, and/or other pollutants from the Chemtool Chemical Plant.

211. Holian breached the duties that it owes to Plaintiffs and each of the other Class members, to exercise reasonable care, which has caused property damage, including but not limited to lost profits; loss of use and enjoyment of property; investigation, cleanup, and remediation of the property; and diminution of property value.

212. Specifically, Holian breached that duty by:

- b. Failing to exercise reasonable care to ensure that its insulation replacement work on the pressurized hot oil piping system at the Chemtool Chemical Plant did not cause a leak of hot oil;
- c. Failing to exercise ordinary care when performing its insulation replacement work at the Chemtool Chemical Plant to ensure that the scissor lift it was operating did not strike a pressure tap on a pressurized hot oil return pipe, creating an opening through which hot oil would escape;
- d. Failing to take measures to identify and prevent the risk of leak and ignition of pressurized hot oil, fire, and explosion at the Chemtool Chemical Plant;
- e. Failing to develop an appropriate emergency response plan in the event of a leak of pressurized hot oil resulting from its insulation replacement work at the Chemtool Chemical Plant to minimize the catastrophic effect of ignition of hot oil, fire, and explosion;
- f. Failing to prepare for the insulation replacement work on the pressurized hot oil piping system at the Chemtool Chemical Plant, including failing adequately to coordinate and communicate with Chemtool regarding such work;

- g. Failing to ensure that Chemtool supervised its insulation replacement work on the pressurized hot oil piping system at the Chemtool Chemical Plant to avoid causing a leak of hot oil; and
- h. Failing to ensure that Chemtool drained or removed the pressurized hot oil from the portions of the hot oil piping system where it intended to perform insulation replacement work at the Chemtool Chemical Plant prior to commencement of that work to eliminate the risk of a leak of hot oil; and
- i. Other acts of negligence which may be discovered in the course of this litigation.

213. As a direct and proximate cause of one or more of the aforementioned negligent acts or omissions, combined with the one or more of Chemtool's negligent acts and willful and wanton conduct, Plaintiffs and the other Class members have sustained, and continue to sustain, property damage.

214. As a direct and proximate cause of one or more of the aforementioned negligent acts or omissions, Plaintiffs and the other Class members have incurred, and will continue to incur, monetary damages arising from the property damage, including but not limited to lost profits; loss of use and enjoyment of property; investigation, cleanup, and remediation of the property; and diminution of property value.

215. WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that this Court enter judgment in their favor and against Holian in an amount in excess of \$50,000, which will adequately and fairly compensate them, plus the costs of this lawsuit, and an injunction requiring Holian to remediate the resulting harm at or threatening their residences and for other appropriate injunctive relief.

IV. REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the other Class members, respectfully requests that this Court:

- a) Issue an order certifying this action as a class action pursuant to Illinois Code of Civil Procedure 735 ILCS 5/2-801 in the manner described above;
- b) Appoint Plaintiffs as Class representatives and their undersigned counsel as Class counsel;
- c) Issue a class-wide judgment holding Defendants liable for the reasons described above for their unlawful conduct causing Plaintiffs and the other Class members to sustain damages resulting therefrom;
- d) Enter a judgment declaring that Defendants has committed the violations of law alleged herein;
- e) Award Plaintiffs and the other Class members compensatory damages in an amount that is fair, just, and reasonable, to be determined at trial;
- f) Award Plaintiffs and the other Class members punitive damages against Chemtool in an amount to be determined at trial;
- g) Award pre-judgment and post-judgment interest to Plaintiffs and the other Class members as permitted by law;
- h) Award reasonable attorneys' fees and costs of suit, including expert witness fees, to the Plaintiffs and proposed Classes pursuant to 740 ILCS 23/5(c)(2); and
- i) Order equitable, injunctive, and declaratory relief requiring Defendants to:
 - i. Provide all class members with particulate masks;
 - ii. Provide all class members with high efficiency particulate air filters for their homes;
 - iii. Conduct immediate testing and sampling of the air and groundwater to detect the presence of toxins and other chemicals potentially hazardous to human health;
 - iv. Immediately and publicly disclose all information regarding the toxins and other compounds that comprised the plume;
 - v. Institute perimeter particulate matter monitoring at the fence line of the Chemtool Chemical Plant;
 - vi. Install additional air quality monitors in all affected areas;

- vii. Provide a full cleanup of all affected residences, businesses, and common areas;
- viii. Wash the exterior of buildings in all affected areas;
- ix. Wash the streets and sidewalks in all affected areas;
- x. Provide alternative housing for class members for the duration of the cleanup process;
- xi. Provide funds for an independent third-party assessor to evaluate and provide estimates to class member property owners regarding property damage and diminution in property value; and
- xii. Any and all additional relief that the Court deems just and proper.

V. JURY DEMAND

Plaintiffs, individually and on behalf of the other proposed Class members, demand a trial by jury on all issues herein so triable pursuant to Section 2-1105 of the Illinois Code of Civil Procedure.

VI. AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222(B)

Pursuant to Supreme Court Rule 222(B), counsel for the above-named plaintiffs certify that plaintiffs seek money damages in excess of Fifty Thousand and 00/100ths Dollars (\$50,000).

Dated: May 25, 2023

Respectfully submitted,

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