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STACI HUNTER
COURT CLERK

IN THE DISTRICT COURT OF CUSTER COUNTY
STATE OF OKLAHOMA

ROBERT PHELAN, an individual,)
LUKE WILSON, an individual, and)
RONDA BUTLER, an individual, and)
DORIS WHALAN, an individual,)

Plaintiffs,)

v.)

Case No. CQ-25-143

AIRGAS SPECIALTY PRODUCTS, INC.,)
a foreign corporation, and)
AIRGAS, INC.,)
a foreign corporation,)
IHG HOTELS & RESORTS, PLC,)
a foreign corporation;)
IHG FRANCHISOR, LLC,)
a foreign limited liability company; and)
CHAMPION HOTELS AND)
DEVELOPMENTCOMPANY OF)
OKLAHOMA, LLC, an Oklahoma limited)
liability company; and)
and JOHN DOES 1-10)

Defendants.

PETITION

COME NOW Plaintiffs, by and through counsel, and for their causes of action against Defendants Airgas Specialty Products, Inc., Airgas, Inc., IHG Hotels & Resorts, PLC, IHG Franchisor, LLC, Champion Hotels and Development Company of Oklahoma, LLC, and John Does 1-10 (collectively "Defendants"), allege and state as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiffs LUKE WILSON, RONDA BUTLER, and DORIS WHALAN (collectively "Plaintiffs") are natural persons and residents of the City of Weatherford,

Oklahoma, who, at all times material hereto, resided and/or were present in or near Weatherford, Custer County, Oklahoma.

2. Plaintiff ROBERT PHELAN (collectively “Plaintiffs”) is a natural person and resident of Crossville, Tennessee, who, at all times material hereto, was present in Weatherford, Custer County, Oklahoma.

3. On or about November 12–13, 2025 (the “Incident”), Plaintiffs were present in and/or owned, occupied, or used property within the area affected by the release of anhydrous ammonia from a tanker truck in the parking lot of the Holiday Inn Express & Suites located at or near 1311 E. Main Street, Weatherford, Oklahoma (the “Hotel”).

4. Defendant Airgas Specialty Products, Inc. is a foreign corporation organized and existing under the laws of the state of Georgia and/or Delaware with its principal place of business located at 2530 Sever Road, Suite 300, Lawrenceville, Georgia, 30043. Airgas Specialty Products, Inc. is a wholly owned subsidiary of Airgas, Inc. and is engaged in the business of distributing toxic anhydrous ammonia and related industrial chemicals throughout the United States. The tanker truck involved in the incident was owned and operated by Airgas Specialty Products, Inc. and is authorized to do business in Oklahoma and does business in Custer County, Oklahoma.

5. Defendant Airgas, Inc. is a foreign corporation organized and existing under the laws of Delaware with its principal place of business at 259 North Radnor-Chester Road, Suite 100, Radnor, Pennsylvania 19087. Airgas, Inc. is the parent corporation of Airgas Specialty Products, Inc. and is a wholly owned subsidiary of Air Liquide, a French corporation. Airgas, Inc. exercises control over the operations, safety policies, training, and maintenance procedures of its subsidiary Airgas Specialty Products, Inc. Defendant Airgas,

Inc. is authorized to do business in Oklahoma and does business in Custer County, Oklahoma.

6. Defendant IHG Hotels & Resorts, PLC (“IHG Hotels”) is a foreign corporation, believed to be organized under the laws of England and Wales, with its principal place of business within the United States at Three Ravinia Drive, Suite 100, Atlanta, Georgia 30346, USA. At all relevant times, IHG Hotels owned, controlled, and/or operated the Holiday Inn Express brand and exercised control over the standards, policies, and practices at the Hotel through franchise, license, management, and/or brand agreements.

7. Defendant IHG Franchisor, LLC (“IHG Franchisor”) is a foreign limited liability company organized and existing under the laws of a state other than Oklahoma, with its principal place of business outside the State of Oklahoma. At all relevant times, IHG Franchisor franchised, licensed, managed, and/or otherwise controlled the Hotel, including its policies and procedures for safety, security, emergency response, and parking.

8. Defendant Champion Hotels and Development Company of Oklahoma, LLC (“Champion”) is an Oklahoma limited liability company with its principal place of business at 3048 N. Grand Boulevard, Oklahoma City, Oklahoma. At all relevant times, Champion owned, leased, operated, managed, and/or controlled the Hotel located at or near 1311 E. Main Street, Weatherford, Custer County, Oklahoma, including the parking lot where the tanker truck was parked.

9. Defendants JOHN DOES 1-10 are individuals or entities whose identities are currently unknown to Plaintiffs but who may have liability for the acts and omissions described herein, including but not limited to additional corporate entities, drivers,

maintenance personnel, and other responsible parties. Plaintiff will amend this Petition to identify these Defendants when their identities become known through discovery.

10. At all material times, Defendants acted by and through their agents, employees, servants, and/or representatives, including the tanker driver and Hotel staff and management, each of whom was acting within the course and scope of their agency or employment with their respective Defendants.

11. The amount in controversy as to each Plaintiff exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest, costs, and attorneys' fees, thus conferring subject-matter jurisdiction on this Court pursuant to Oklahoma law.

12. Venue is proper in Custer County, Oklahoma, pursuant to applicable Oklahoma statutes – 12 O.S. § 134, 12 O.S. § 137 and 18 O.S. § 471 – and the Oklahoma Constitution, including but not limited to Okla. Const. art. 9, § 43, because the Incident giving rise to these claims occurred in Custer County and Plaintiffs' injuries and damages were sustained in Custer County; one or more Defendants have agents and/or property in this county; and the majority of Plaintiffs reside in this county.

II. GENERAL ALLEGATIONS

13. On or about the evening of November 12, 2025, a tanker truck carrying approximately twenty-five thousand (25,000) pounds of anhydrous ammonia (the "Tanker Truck") was parked behind or adjacent to the Hotel in Weatherford, Custer County, Oklahoma.

14. The Tanker Truck, its anhydrous ammonia cargo, and all associated equipment, including valves, gaskets, seals, hoses, and related hardware, were at all material times owned, leased, supplied, operated, managed, and/or controlled by

Defendants Airgas Specialty Products, Inc. and Airgas, Inc. (collectively, the “Airgas Defendants”).

15. The Hotel premises, including the building, interior areas, and surrounding parking lots where the Tanker Truck was parked, were at all relevant times owned, leased, operated, managed, and/or controlled by Defendant Champion, and franchised, licensed, and/or managed under the Holiday Inn Express brand by Defendants IHG Hotels and IHG Franchisor (collectively with Champion, the “Premises Defendants”).

16. The Premises Defendants, jointly and individually, established and enforced policies and practices governing parking, safety, security, emergency procedures, and hazardous-material issues at the Hotel, including the use of the rear parking lot where the Tanker Truck was parked.

17. The driver of the Tanker Truck, acting in the course and scope of his employment and/or agency with the Airgas Defendants, parked the Tanker Truck on the Hotel premises purportedly to obtain lodging and rest. The Premises Defendants knew or should have known that the Tanker Truck was parked on their property and that it was carrying a hazardous substance.

18. In the late evening hours of November 12, 2025, and/or the early morning hours of November 13, 2025, a substantial release of anhydrous ammonia occurred from the Tanker Truck (the “Release” or “Leak”).

19. The Release was caused by, *inter alia*, mechanical failure, gasket failure, valve failure, faulty seal(s), improper maintenance, improper operation, and/or other defects and failures in the Tanker Truck and its component parts, for which the Airgas Defendants are responsible.

20. The Release generated a dense cloud or plume of anhydrous ammonia gas, which migrated across the Hotel property and into surrounding streets, residences, businesses, and public areas in Weatherford, Oklahoma.

21. The anhydrous ammonia fumes infiltrated the interior of the Hotel and spread into nearby homes, apartments, businesses, and other structures, exposing Plaintiffs and others to highly toxic and corrosive gas.

22. The Premises Defendants failed to implement and enforce reasonable policies and procedures regarding the presence and parking of hazardous-material vehicles on Hotel premises in a populated area, failed to adequately inspect or control the use of their parking lot for such purposes, failed to timely detect and respond to the Release, and failed to timely warn and protect guests, invitees, and neighbors, including Plaintiffs.

23. As a direct result of the Release and Defendants' acts and omissions, emergency responders-initiated evacuations and/or shelter-in-place orders for persons in the affected area in and around the Hotel, including Plaintiffs.

24. Plaintiffs were exposed to anhydrous ammonia fumes and/or forced to evacuate their homes, businesses, and/or temporary lodging, and suffered bodily injury, respiratory symptoms, chemical burns, irritation, pain and suffering, mental anguish, fear, emotional distress, and other harms.

25. Plaintiffs also sustained property damage and/or loss of use and enjoyment of their real and personal property, including contamination concerns, the costs of inspection and cleaning, and disruption of their daily lives and business operations.

26. The Release and all resulting injuries and damages were proximately caused by the combined acts and omissions of all Defendants, including but not limited to: the

Airgas Defendants' failure to properly design, inspect, maintain, operate, and control the Tanker Truck and its equipment; their failure to comply with applicable statutes, regulations, and safety standards; the Premises Defendants' decision to allow or permit the parking of a hazardous-material tanker on the Hotel property; and their failure to implement reasonable safety and emergency procedures and to warn and protect Plaintiffs and others.

27. The Release was not an unavoidable accident. It was a foreseeable and preventable consequence of Defendants' conduct as described herein.

III. CAUSES OF ACTION AGAINST DEFENDANTS

COUNT I – NEGLIGENCE (Against All Defendants Jointly and Severally)

28. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1–27 above as if fully set forth herein.

29. All Defendants owed Plaintiffs a duty to exercise reasonable care under the circumstances to avoid causing foreseeable harm to Plaintiffs, including harm from the Release of anhydrous ammonia and the presence of hazardous-material operations and equipment at or near the Hotel in a populated area.

30. The Airgas Defendants owed duties to Plaintiffs to properly design, inspect, maintain, repair, operate, and control the Tanker Truck and its anhydrous ammonia cargo; to train and supervise their drivers and personnel; and to comply with applicable statutes, regulations, and industry standards governing the transportation, handling, and parking of anhydrous ammonia.

31. The Premises Defendants owed duties to Plaintiffs as owners, occupiers, and controllers of the Hotel premises to use ordinary care to keep the premises in a reasonably safe condition; to refrain from creating or permitting unreasonably dangerous

conditions on the premises; to implement reasonable safety and emergency procedures; and to warn guests, invitees, and persons foreseeably affected by conditions on the premises of hazards not open and obvious to them, including the risk associated with parking a hazardous-material tanker on the property.

32. Defendants breached their duties of care, including but not limited to:

- a. Failing to properly design, inspect, maintain, repair, and/or replace the valves, gaskets, seals, hoses, and other components of the Tanker Truck and its systems;
- b. Allowing the Tanker Truck to be placed into service in an unsafe or defective condition;
- c. Failing to follow recognized industry standards, internal policies, and safe practices for the transport and temporary parking of large quantities of anhydrous ammonia;
- d. Parking, directing, permitting, or failing to prevent the parking of a tanker carrying a large quantity of anhydrous ammonia at or near a hotel and populated area, without adequate safeguards or risk assessment;
- e. Failing to adopt, implement, and enforce reasonable Hotel policies and procedures regarding hazardous materials, including the presence of hazardous-material vehicles on the premises;
- f. Failing to timely detect, stop, and mitigate the Release once it began;
- g. Failing to establish and follow adequate emergency-response and evacuation plans at the Hotel;
- h. Failing to adequately warn Plaintiffs and others in the area of the risk and presence of anhydrous ammonia; and
- i. Failing to otherwise act as reasonably prudent entities under the same or similar circumstances.

33. As a direct and proximate result of Defendants' negligence, Plaintiffs sustained injuries and damages, including bodily injuries, chemical burns, pain and suffering, mental anguish, emotional distress, medical expenses, property damage, loss of

use and enjoyment of property, economic loss, inconvenience, and other damages in an amount to be determined at trial.

34. Plaintiffs are entitled to recover all such damages allowed under Oklahoma law from Defendants jointly and severally.

**COUNT II – NEGLIGENCE PER SE
(Against All Defendants Where Applicable)**

35. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1–34 above as if fully set forth herein.

36. At all material times, the Airgas Defendants were subject to and responsible for complying with various federal and state statutes and regulations governing the transportation, handling, storage, and parking of hazardous materials, including anhydrous ammonia, including but not limited to applicable provisions of federal hazardous materials regulations and commercial motor carrier safety regulations, as well as applicable Oklahoma statutes, regulations, and fire-safety and environmental provisions.

37. At all material times, the Premises Defendants were subject to and responsible for complying with applicable building, fire, life-safety, and emergency-planning codes and regulations, including those relating to hazardous materials, evacuation, and protection of occupants and the public.

38. These statutes and regulations were designed and intended to protect the public, including Plaintiffs, from the risk of serious injury and harm arising from the improper transportation, handling, and release of hazardous substances and from unsafe conditions on premises open to guests and invitees.

39. Defendants violated one or more of these statutes and regulations, including but not limited to those pertaining to: safe condition and maintenance of the Tanker Truck

and its equipment; safe parking and securement of hazardous-material shipments; driver training and qualification; hazardous-material handling and emergency procedures; and building, fire, and emergency safety requirements applicable to the Hotel.

40. Plaintiffs are members of the class of persons intended to be protected by these statutes and regulations, and the injuries and damages sustained by Plaintiffs are of the type these statutes and regulations were designed to prevent.

41. Defendants' violations of these statutes and regulations constitute negligence per se, and such negligence per se was a direct and proximate cause of the Release and Plaintiffs' injuries and damages.

42. As a result, Plaintiffs are entitled to recover all damages allowed by Oklahoma law, including compensatory damages, from Defendants jointly and severally.

**COUNT III – STRICT LIABILITY FOR
ABNORMALLY DANGEROUS ACTIVITY
(Against Airgas Specialty Products, Inc. and Airgas, Inc.)**

43. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1–42 above as if fully set forth herein.

44. The Airgas Defendants were engaged in the bulk transportation of a large quantity of anhydrous ammonia, a highly toxic and corrosive substance that presents a significant risk of serious injury or death to persons and property in the event of a release.

45. The transportation, parking, and temporary storage of such a large quantity of anhydrous ammonia in or near a populated area, including at or near a hotel in Weatherford, Oklahoma, constitutes an abnormally dangerous activity which:

- a. presents a high degree of risk of harm to the person, land, and property of others;
- b. involves a likelihood that the harm that results from it will be great;

- c. cannot be eliminated by the exercise of reasonable care;
- d. is not a matter of common usage by the general public;
- e. is inappropriate to the place where it is carried on; and
- f. has a risk that outweighs its value to the community in the manner carried out by the Airgas Defendants.

46. As entities that carried on this abnormally dangerous activity, the Airgas Defendants are strictly liable, without proof of negligence, for all harm proximately caused by the Release.

47. The Release of anhydrous ammonia and the resulting injuries and damages to Plaintiffs were a direct and foreseeable result of the abnormally dangerous activity carried on by the Airgas Defendants.

48. Accordingly, the Airgas Defendants are strictly liable to Plaintiffs for all damages proximately caused by the Incident and the Release.

**COUNT IV – PREMISES LIABILITY /
NEGLIGENT FAILURE TO WARN AND PROTECT
(Against IHG Hotels & Resorts, PLC; IHG Franchisor, LLC;
and Champion Hotels and Development Company of Oklahoma, LLC –
the Premises Defendants)**

49. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1–48 above as if fully set forth herein.

50. At all relevant times, the Premises Defendants owned, leased, operated, managed, and/or controlled the Hotel premises and owed Plaintiffs and other guests, invitees, and persons foreseeably affected by conditions on the premises a duty to exercise ordinary care to keep the premises in a reasonably safe condition and to warn of and protect against unreasonably dangerous conditions not open and obvious to them.

51. The presence and parking of a tanker truck carrying a large quantity of anhydrous ammonia on the Hotel property in a populated area constituted an unreasonably dangerous condition that created an unreasonable risk of serious injury to guests, invitees, Hotel staff, and persons in the surrounding community.

52. The Premises Defendants knew or, in the exercise of reasonable care, should have known of the presence and hazardous nature of the Tanker Truck and the risk of serious harm in the event of a leak or release.

53. The Premises Defendants breached their duties by, including but not limited to:

- a. Allowing or failing to prevent the parking of a tanker carrying a large quantity of anhydrous ammonia on the Hotel property;
- b. Failing to adopt, implement, and enforce reasonable policies and procedures regarding hazardous materials and hazardous-material vehicles on the premises;
- c. Failing to adequately inspect, monitor, and control the use of the Hotel parking lot for hazardous-material vehicles;
- d. Failing to develop, implement, and follow adequate emergency-response, evacuation, and notification plans to protect guests, invitees, and neighbors from the risks associated with a release of hazardous substances on the premises;
- e. Failing to timely warn Plaintiffs and others of the Release and the danger posed by anhydrous ammonia;
- f. Failing to timely and properly facilitate evacuation and/or shelter-in-place protective actions for guests and others at or near the Hotel; and
- g. Otherwise failing to exercise ordinary care to make the premises reasonably safe and to protect Plaintiffs from foreseeable harm.

54. As a direct and proximate result of the Premises Defendants' premises liability breaches and negligent failures to warn and protect, Plaintiffs sustained the injuries and damages described above.

55. Plaintiffs are entitled to recover all such damages from the Premises Defendants in an amount to be determined by the jury.

**COUNT V – PUBLIC NUISANCE / PRIVATE NUISANCE
(Against All Defendants)**

56. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1–55 above as if fully set forth herein.

57. By causing or permitting the Release of anhydrous ammonia into the air and environment in and around Weatherford, Oklahoma, Defendants created and maintained a condition that unreasonably interfered with a right common to the general public, including public health, safety, comfort, and the use and enjoyment of public spaces and property (a public nuisance).

58. The Release and the resulting ammonia plume also substantially and unreasonably interfered with Plaintiffs' private use and enjoyment of their own property and/or living and working spaces, constituting a private nuisance as to each Plaintiff.

59. The nuisance created and maintained by Defendants caused Plaintiffs to suffer personal injuries, property damage, loss of use and enjoyment of property, discomfort, inconvenience, and other harms.

60. Plaintiffs are entitled to recover all damages proximately caused by the nuisance, as well as such other relief as the Court deems just and proper.

**COUNT VI – TRESPASS TO LAND
(Against All Defendants)**

61. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1–60 above as if fully set forth herein.

62. The Release caused anhydrous ammonia gas and/or residue to physically invade, intrude upon, settle upon, and/or otherwise enter Plaintiffs' real property and/or the interior of their homes, apartments, businesses, and/or other structures.

63. The intrusion of anhydrous ammonia and any associated residue onto Plaintiffs' real property and into their living and working spaces was a direct and foreseeable result of Defendants' conduct and occurred without Plaintiffs' consent.

64. Such invasion and intrusion constitutes a trespass to Plaintiffs' property.

65. As a direct and proximate result of this trespass, Plaintiffs suffered damages including property damage, costs of inspection and cleaning, loss of use and enjoyment of property, discomfort, and other harms.

66. Plaintiffs are entitled to recover all damages allowed under Oklahoma law for trespass from Defendants jointly and severally.

**COUNT VII – RESPONDEAT SUPERIOR
(Against All Defendants)**

67. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1–66 above as if fully set forth herein.

68. Under Oklahoma law, employers and these Defendants as employers were responsible for their employees acts of negligence while operating within the scope of their employment with each Defendant.

69. As a result, the Defendants are responsible for their respective employees acts of negligence that led to the catastrophic and toxic ammonia leak on November 12, 2025.

70. As a direct and proximate result of the negligence of Defendants' employees, Plaintiffs sustained injuries and damages, including bodily injuries, chemical

burns, pain and suffering, mental anguish, emotional distress, medical expenses, property damage, loss of use and enjoyment of property, economic loss, inconvenience, and other damages in an amount to be determined at trial.

71. Plaintiffs are entitled to recover all such damages allowed under Oklahoma law from Defendants jointly and severally.

**COUNT VIII – GROSS NEGLIGENCE AND
PUNITIVE DAMAGES
(Against All Defendants)**

72. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1–71 above as if fully set forth herein.

73. Defendants' acts and omissions as described herein were not mere inadvertence, but rather constituted gross negligence, a reckless disregard for the rights and safety of Plaintiffs and the public, and/or willful and intentional misconduct.

74. Defendants knew or should have known that:

- a. anhydrous ammonia is a highly dangerous substance capable of causing severe injury or death upon inhalation or contact;
- b. the failure of valves, gaskets, seals, or other components on a tanker carrying a large quantity of anhydrous ammonia could result in a catastrophic release;
- c. parking and/or allowing the parking of a tanker loaded with anhydrous ammonia at or near a hotel and populated area in Weatherford, Oklahoma, exposed numerous people to the risk of serious harm in the event of a release; and
- d. failure to properly maintain, inspect, monitor, and control the Tanker Truck and the Hotel premises, and to implement reasonable safety and emergency procedures, would greatly increase the risk of such a release and resulting harm.

75. Despite this knowledge, Defendants proceeded with willful and/or intentional misconduct, and/or a conscious indifference and reckless disregard of the likely

consequences of their conduct, thereby justifying an award of punitive damages under Oklahoma law.

76. Plaintiffs seek punitive and exemplary damages against Defendants in an amount sufficient to punish them for their conduct and to deter similar conduct in the future, in addition to all compensatory damages.

IV. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully pray that upon final trial of this cause, they have and recover judgment against Defendants Airgas Specialty Products, Inc., Airgas, Inc., IHG Hotels & Resorts, PLC, IHG Franchisor, LLC, Champion Hotels and Development Company of Oklahoma, LLC, and John Does 1-10, jointly and severally, as follows:

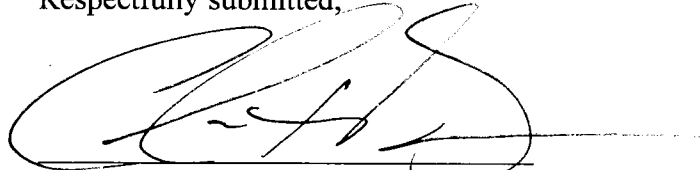
- A. For compensatory damages in an amount in excess of \$75,000.00, to be determined by the jury, for each Plaintiff, including but not limited to:
 - 1. Past and future medical expenses;
 - 2. Past and future physical pain and suffering;
 - 3. Past and future mental anguish and emotional distress;
 - 4. Past and future loss of enjoyment of life;
 - 5. Property damage and diminution in value of real and personal property;
 - 6. Loss of use and enjoyment of property;
 - 7. Economic losses, including lost wages, lost profits, and other pecuniary losses;
 - 8. And any and all other damages permitted under Oklahoma law;
- B. For punitive and exemplary damages against Defendants in an amount sufficient to punish and deter, as allowed by Oklahoma law;
- C. For pre-judgment and post-judgment interest as allowed by law;
- D. For Plaintiffs' costs of this action, including reasonable expert-witness fees as permitted by law; and

E. For such other and further legal and equitable relief as this Court deems just and proper.

V. JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,



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**ATTORNEY LIEN CLAIMED.
JURY TRIAL DEMANDED.**