

Cohen, Leder, Montalbano & Connaughton, LLC  
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*Attorneys for Plaintiffs*

	:	SUPERIOR COURT OF NEW JERSEY
TRAVIS COX, an individual and member	:	LAW DIVISION: BERGEN COUNTY
of LOCAL 701, IBT, MARIO AQUIJE, an	:	Docket No.
individual and member of LOCAL 701, IBT,;	:	
JABARI THOMPSON, an individual and	:	
member of LOCAL 701, IBT, JEFFERSON	:	
BARRAGAN, an individual and member	:	
of LOCAL 701, IBT, JOHN SHANE	:	
REYES, an individual and member of	:	
LOCAL 701, IBT, and LOCAL 701, IBT,	:	
Representative for its members	:	Civil Action
	:	
Plaintiffs,	:	<b>COMPLAINT</b>
	:	
v.	:	
	:	
AIRGAS USA, LLC, JOHN DOE 1, 2, and	:	
3 (fictitious individuals),	:	
CONTRACTOR DOE	:	
(fictitious party), BOB ROE 1, 2	:	
and 3 (fictitious individuals),, and	:	
CONTRACTOR ROE (fictitious party),,	:	
	:	
Defendants.	:	

### **PARTIES**

Travis Cox, an individual and member of Local 701, IBT, Mario Aquije, an individual and member of Local 701, IBT, Jabari Thompson, an individual and member of Local 701, International Brotherhood of Teamsters (or "IBT"), Jefferson Barragan, an individual and member

of Local 701, IBT, John Shane Reyes, an individual and member of Local 701, IBT and Local 701, IBT, on behalf of and as an agent of its members, by way of Civil Action Complaint does hereby state as follows:

1. Plaintiff Travis Cox residing at 347 Nesbit Terrace, Irvington, New Jersey 07111 is an employee of Airgas USA, LLC, working at the Airgas facility located at 1 Frassetto Way, Lincoln Park, New Jersey.
2. Plaintiff Mario Aquije residing at 37 Ridgewood Avenue, Lake Hiawatha, New Jersey 07034 is an employee of Airgas USA, LLC, working at the Airgas facility located at 1 Frassetto Way, Lincoln Park, New Jersey.
3. Plaintiff Jabari Thompson residing at 19 Post Street, Haledon, New Jersey 07508 is an employee of Airgas USA, LLC, working at the Airgas facility located at 1 Frassetto Way, Lincoln Park, New Jersey.
4. Plaintiff Jefferson Barragan residing at 39-24 Moriot Avenue, Fair Lawn, New Jersey 07410 is an employee of Airgas USA, LLC, working at the Airgas facility located at 1 Frassetto Way, Lincoln Park, New Jersey.
5. Plaintiff John Shane Reyes residing at 100 Home Place, Lodi, New Jersey 07644 is an employee of Airgas USA, LLC, working at the Airgas facility located at 1 Frassetto Way, Lincoln Park, New Jersey.
6. Local 701, IBT located at 2003 Route 130, North Brunswick, New Jersey, is a labor organization that serves as a representative for its members which include employees, Travis Cox, Mario Aquije, Jabari Thompson, Jefferson Barragan and John Shane Reyes.
7. Defendant Airgas USA, LLC (hereinafter "Airgas") is a Delaware Corporation engaged in the manufacture, sale and distribution of industrial and medical gases at various locations

throughout the United States, including facilities located at 1 Frassetto Way, Lincoln Park, New Jersey 07035, 5 Ironhorse Road, Oakland, New Jersey 07436, and 2706 SW Adams Street, Peoria, Illinois 61602.

8. Defendant John Doe 1, 2 and 3, by fictitious pleading, are employees of Airgas, and employed at the Airgas facility located at 5 Ironhorse Road, Oakland, New Jersey 07436.
9. Defendant Contractor Doe, by fictitious pleading, is an independent Vendor contracted by Airgas to perform work at the Airgas facility located at 5 Ironhorse Road, Oakland, New Jersey 07436.
10. Defendant Contractor Doe is an agent of Airgas.
11. Defendant Bob Roe 1, 2 and 3, by fictitious pleading, are employees of Airgas and employed at the Airgas facility located at 2706 SW Adams Street, Peoria, Illinois 61602.
12. Defendant Contractor Roe, by fictitious pleading, is an independent vendor contracted by Airgas to perform work at the Airgas facility located at 2706 SW Adams Street, Peoria, Illinois 61602.
13. Defendant Contractor Roe is an agent of Airgas.
14. Various affiliated Local Unions of the International Brotherhood of Teamsters have existing collective bargaining relationships with Airgas at multiple locations throughout the United States.
15. Several of the Local Unions of the International Brotherhood of Teamsters have been embroiled in a labor dispute with Airgas, which has resulted in concerted protected activity, including picketing at various Airgas facilities throughout the United States.

16. Some of the labor disputes between Airgas and the various Local Unions originally arose on an economic basis and subsequently the disputes were converted to and also became unfair labor practice protest-based disputes.
17. Plaintiffs, Mario Aquije, Jabari Thompson and Jefferson Barragan engaged in picketing and other concerted activity at the entranceway to the Airgas facility located at 5 Ironhorse Road, Oakland, New Jersey 07436.
18. Plaintiffs, Travis Cox and John Shane Reyes engaged in picketing and other concerted activity at the entranceway to the Airgas facility located at 2706 SW Adams Street, Peoria, Illinois 61602.
19. Plaintiffs Travis Cox, Mario Aquije, Jabari Thompson, Jefferson Barragan and John Shane Reyes, hereinafter referred to as "Plaintiff Employees."
20. The picketing and other concerted activity by the Plaintiff Employees at the two (2) Airgas facilities have at all times been peaceful and consistent with employee rights of concerted protected activity picketing and protests as established under the laws of New Jersey, laws of Illinois, and laws of the United States.

#### **COUNT I – NEGLIGENT BATTERY**

21. Plaintiff Employees repeat and realleges the allegations set forth in paragraphs 1 through 20 as fully set forth.
22. On July 8, 2025, Plaintiff Employees, Mario Aquije, Jabari Thompson and Jefferson Barragan engaged in picketing at the entrance gateway at the Airgas facility at 5 Ironhorse Road, Oakland, New Jersey 07436.

23. During the course of picketing on July 8, 2025, Defendant Airgas, either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe, released unknown hazardous gases into the atmosphere creating a dense white cloud plume which enveloped the area of picketing and a nearby public roadway at 5 Ironhorse Road, Oakland, New Jersey 07436 and surrounded, engulfed, and blanketed employees Mario Aquije, Jabari Thompson and Jefferson Barragan. The gases released by Airgas either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe made physical contact with the bodies of, and were ingested and inhaled by Plaintiff Employees Mario Aquije, Jabari Thompson and Jefferson Barragan.
24. On July 10, 2025, employees Travis Cox and John Shane Reyes, engaged in peaceful and lawful picketing activity at the Airgas facility located at 2706 SW Adams Street, Peoria, Illinois,.
25. During the course of picketing on July 10, 2025, Defendant Airgas, either directly by its employees Bob Roe 1, 2 and 3, and/or its vendor Contractor Roe, released unknown hazardous gases into the atmosphere, creating a dense white cloud plume which enveloped the area of picketing and nearby public roadway and surrounded, engulfed and blanketed employees Travis Cox and John Shane Reyes. The gases released by Airgas either directly by its employees Bob Roe 1, 2 and 3, and/or its vendor Contractor Roe made physical contact with the bodies of, and were ingested and inhaled by Plaintiff Employees Travis Cox and John Shane Reyes.
26. Airgas, in its conduct of operations, has a duty not to release hazardous and harmful gases into the atmosphere that exposes its employees and members of the public to such gases.

27. The releasing of gas by Airgas, either directly by its employees, John Doe 1, 2, and 3, and/or by Contractor Doe, and by Airgas, either directly by its employees by Bob Roe 1, 2 and 3 and/or by Contractor Roe were acts of negligence that violated Airgas' duty not to cause harm and alarm to the employees who were picketing and engaged in protected concerted activity.
28. Plaintiff Employees Mario Aquije, Jabari Thompson, and Jefferson Barragan did not consent to being exposed to gases released by Airgas, either directly by its employees John Doe 1, 2, and 3, and/or by its vendor Contractor Doe.
29. Plaintiff Employees Travis Cox and John Shane Reyes did not consent to being exposed to gases released by Airgas, either directly by its employees Bob Roe 1, 2 and 3, and/or its vendor Contractor Roe.
30. Plaintiff employees Mario Aquije, Jabari Thompson, and Jefferson Barragan each suffered injury, harm and damages as a result of the exposure to gas released by Airgas, either directly by its employees John Doe 1, 2, and 3, and/or by its vendor Contractor Doe.
31. Plaintiff Employees Travis Cox and John Shane Reyes each suffered injury, harm and damages as a result of the exposure to gas released by Airgas, either directly by its employees Bob Roe 1, 2 and 3, and/or its vendor Contractor Roe.

WHEREFORE, Plaintiff Employees respectfully request that this Court enter judgment against Defendant Airgas USA, LLC and award the following relief:

- a. Compensatory damages in an amount to be determined at trial for medical expenses, pain and suffering, physical damages, emotional distress, and alarm, and other actual losses resulting from the exposure to the hazardous gases.

- b. Injunctive relief pursuant to N.J.S.A. 2A:38A-5 requiring Defendant Airgas USA, LLC to implement appropriate safety measures to prevent similar incidents in the future.
- c. Pre-judgment and post-judgment interest as allowed by law.
- d. Attorneys' fees, court costs associated with bringing this action.
- e. Such other relief as the Court deems appropriate, just and proper.

### **COUNT II – INTENTIONAL TORT**

- 32. Plaintiff Employees repeat and realleges the allegations set forth in paragraphs 1 through 31 as fully set forth.
- 33. Defendant Airgas, either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe, acted intentionally to release hazardous gas into the atmosphere where Plaintiff Employees Mario Aquije, Jabari Thompson and Jefferson Barragan were lawfully present and to cause harm and mental alarm and have the gas make offensive contact with Plaintiff Employees Mario Aquije, Jabari Thompson and Jefferson Barragan at the Airgas facility located in Oakland, New Jersey.
- 34. Defendant Airgas, either directly by its employees Bob Roe 1, 2 and 3, and/or by its vendor Contractor Roe, acted intentionally to release hazardous gas into the atmosphere where Plaintiff Employees Travis Cox and John Shane Reyes were lawfully present and to cause harm and mental alarm and have the gas make offensive contact with Plaintiff Employees Travis Cox and John Shane Reyes at the Airgas facility located in Peoria, Illinois.
- 35. Defendant Airgas, either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe, intentionally exposed Plaintiff Employees Mario Aquije, Jabari Thompson and Jefferson Barragan to hazardous unknown gases on July 8, 2025 at the Oakland facility.

36. Defendant Airgas, either directly by its employees Bob Roe 1, 2 and 3, and/or by its vendor Contractor Roe, intentionally exposed Plaintiff Employees Travis Cox and John Shane Reyes to hazardous unknown gases on July 10, 2025 at the Peoria, Illinois facility.
37. Defendant Airgas, either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe, intentionally released and directed the gases towards Plaintiff Employees Mario Aquije, Jabari Thompson and Jefferson Barragan.
38. Defendant Airgas, either directly by its employees Bob Roe 1, 2 and 3, and/or by its vendor Contractor Roe, intentionally released and directed the gases towards Plaintiff Employees Travis Cox and John Shane Reyes.
39. Defendant Airgas, either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe, failed to warn, or take any action to warn, Plaintiff Employees Mario Aquije, Jabari Thompson and Jefferson Barragan about the release of the gases despite knowing Plaintiff Employees Mario Aquije, Jabari Thompson and Jefferson Barragan were present.
40. Defendant Airgas, either directly by its employees Bob Roe 1, 2, and 3, and/or by its vendor Bob Roe, failed to warn, or take any action to warn, Plaintiff Employees Travis Cox and John Shane Reyes about the release of the gases despite knowing Plaintiff Employees Travis Cox and John Shane Reyes were present.
41. Defendant Airgas, either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe, intended for the release of gas to make contact with Plaintiff Employees Mario Aquije, Jabari Thompson and Jefferson Barragan.



42. Defendant Airgas, either directly by its employees Bob Roe 1, 2 and 3, and/or by its vendor Contractor Roe, intended for the release of gas to make contact with Plaintiff Employees Travis Cox and John Shane Reyes.
43. The intentional release by Defendant Airgas, either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe, of the unknown hazardous gas was ingested and inhaled and made skin contact on all of the Plaintiff Employees, Mario Aquije, Jabari Thompson and Jefferson Barragan resulting in harmful physical effects due to the internal and external contact, as well as psychological alarm and mental distress due to the unknown nature of the gas or gases.
44. The intentional release by Defendant Airgas, either directly by its employees Bob Roe 1, 2, and 3, and/or by its vendor Bob Roe, of the unknown hazardous gas was ingested and inhaled and made skin contact on all of the Plaintiff Employees Travis Cox and John Shane Reyes, resulting in harmful physical effects due to the internal and external contact, as well as psychological alarm and mental distress due to the unknown nature of the gas or gases.
45. Plaintiff Employees Mario Aquije, Jabari Thompson, Jefferson Barragan and each suffered injury, harm and damages as a result of the exposure to gas released by Airgas, either directly by its employees John Doe 1, 2, and 3, and/or by its vendor Contractor Doe.
46. Plaintiff Employees Travis Cox and John Shane Reyes each suffered injury, harm and damages as a result of the exposure to gas released by Airgas, either directly by its employees Bob Roe 1, 2 and 3, and/or its vendor Contractor Roe.
47. As a direct and approximate result of Defendant Airgas' intentional actions, either directly by its employees John Doe 1, 2 and 3, and/or by its vendor Contractor Doe, Plaintiff

Employees Mario Aquije, Jabari Thompson, Jefferson Barragan suffered damages to their physical health and mental well-being.

48. As a direct and approximate result of Defendant Airgas' intentional actions, by its employees Bob Roe 1, 2 and 3 and/or its vendor Contractor Roe, and its employees Bob Roe 1, 2 and 3 or its vendor Contractor Bob Roe, Plaintiff Employees Travis Cox and John Shane Reyes suffered damages to their physical health and mental well-being.

WHEREFORE, Plaintiff Employees respectfully request that this Court enter judgment against Defendant Airgas USA, LLC and award the following relief:

- a. Compensatory damages in an amount to be determined at trial for medical expenses, pain and suffering, physical damages, emotional distress and other actual losses resulting from the exposure to the hazardous gases.
- b. Punitive damages against Defendant pursuant to N.J.S.A. 2A:15-5.12, and other New Jersey law, in an amount to be determined at trial.
- c. Injunctive relief pursuant to N.J.S.A. 2A:38A-5 requiring Defendant Airgas USA, LLC to implement appropriate safety measures to prevent similar incidents in the future.
- d. Pre-judgment and post-judgment interest as allowed by law.
- e. Attorneys' fees, court costs associated with bringing this action.
- f. Such other relief as the Court deems appropriate, just and proper.

### **COUNT III – GENERAL NEGLIGENCE**

49. Plaintiffs repeat and realleges the allegations set forth in paragraphs 1 through 48 as fully set forth.

50. Defendant Airgas owed a duty of care to Plaintiff Employees.

51. Defendant Airgas' handling of hazardous gases, whether industrial or medical, requires Defendant to exercise reasonable care to prevent harmful exposure to such gases to its employees and members of the public who are in or about the Defendant's facilities and to take affirmative action to prevent harmful exposure to such gases, as well as to immediately notify its employees and members of the public if there is an occurrence of a release of hazardous gas into the atmosphere.
52. Defendant Airgas, in handling of industrial and medical gases has a duty and is required to adhere to industrial standards for handling gases, applicable regulations, as well as Defendant's own safety protocols all of which establish a duty of care.
53. Defendant Airgas breached its duty of care to Plaintiff Employees by exposing each of the Plaintiff Employees to hazardous and unknown gases at both the Oakland, New Jersey and Peoria, Illinois facilities.
54. Defendant Airgas' breach of duty was a direct and proximate cause of the Plaintiff Employees' exposure to the hazardous gases, and resulting physical, mental and emotional harm, and alarm, and injuries.
55. Plaintiff Employees have suffered actual damages to their physical and mental health as a result of Defendant Airgas' negligence.

WHEREFORE, Plaintiff Employees respectfully request that this Court enter judgment against Defendant Airgas USA, LLC and award the following relief:

- a. Compensatory damages in an amount to be determined at trial for medical expenses, pain and suffering, physical damages, emotional distress and other actual losses resulting from the exposure to the hazardous gases.

- b. Injunctive relief pursuant to N.J.S.A. 2A:38A-5 requiring Defendant Airgas USA, LLC to implement appropriate safety measures to prevent similar incidents in the future.
- c. Pre-judgment and post-judgment interest as allowed by law.
- d. Attorneys' fees, court costs associated with bringing this action.
- e. Such other relief as the Court deems appropriate, just and proper.

#### **COUNT IV – STRICT LIABILITY FOR ABNORMALLY DANGEROUS ACTIVITIES**

56. Plaintiffs repeat and realleges the allegations set forth in paragraphs 1 through 55 as fully set forth.
57. Defendant Airgas' storage, transfer, and other handling of hazardous gases constitutes abnormally dangerous activity due to the high degree of risk involved and the likelihood of great harm to its employees, and to members of the public.
58. Airgas is responsible for the consequences caused by the release of industrial and medical gases, whether it acted intentionally, negligently, or by mistake or inadvertent error.
59. At the Oakland, New Jersey and Peoria, Illinois facilities, there were releases of hazardous gas in July 2025.
60. Plaintiff Employees suffered harm, alarm, and damages to their physical health and their mental and emotional well-being as a result of exposure to hazardous gases.
61. The injury which was suffered by Plaintiff Employees is demonstrative of the hazards associated with the handling of concentrated industrial and medical gases that are abnormally dangerous.

62. Defendant Airgas is strictly liable for the injury, harm and damages resulting from a hazardous gas release into the atmosphere which made contact with Plaintiff Employees.

WHEREFORE, Plaintiff Employees respectfully request that this Court enter judgment against Defendant Airgas USA, LLC and award the following relief:

- a. Compensatory damages in an amount to be determined at trial for medical expenses, pain and suffering, physical damages, emotional distress and other actual losses resulting from the exposure to the hazardous gases.
- b. Punitive damages against Defendant in an amount to be determined at trial.
- c. Injunctive relief pursuant to N.J.S.A. 2A:38A-5 requiring Defendant Airgas USA, LLC to implement appropriate safety measures to prevent similar incidents in the future.
- d. Pre-judgment and post-judgment interest as allowed by law.
- e. Attorneys' fees, court costs associated with bringing this action.
- f. Such other relief as the Court deems appropriate, just and proper.

COHEN, LEDER, MONTALBANO & CONNAUGHTON, LLC  
*Attorneys for Plaintiffs*

By:



Paul A. Montalbano, Esq.  
Attorney Id # 019161977



Brady M. Connaughton, Esq.  
Attorney Id# 01925-2006

Dated:

8/4/2025

**JURY DEMAND**

Plaintiff demand trial by jury on all issues so triable.

**DESIGNATION OF TRIAL ATTORNEY**

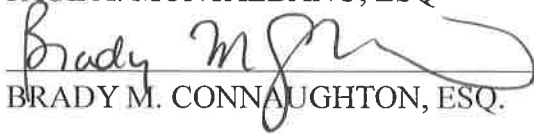
In accordance with R. 4:25-4, Paul A. Montalbano, Esq. and Brady M. Connaughton, Esq. of COHEN, LEDER, MONTALBANO & CONNAUGHTON, L.L.C., are hereby designated as trial counsel for the Plaintiffs in the above matter.

Date:

8/4/2025



PAUL A. MONTALBANO, ESQ



BRADY M. CONNAUGHTON, ESQ.