

STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

AMY BATES, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

HEALTHCARE SC, LLC d/b/a MLILY
USA, HEALTHCARE US CO., LTD., and
HEALTHCARE CO., LTD.,

Defendants.

C.A. No. 2026-CP-20-_____

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, as the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

s/Richard A. Harpootlian

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ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED**

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**CLASS ACTION COMPLAINT
(Jury Trial Demanded)**

Defendant Healthcare SC, LLC d/b/a MLily USA, which is owned and controlled by its Chinese-owned parent company, Defendant Healthcare Co., Ltd., operated a flexible polyurethane memory foam mattress manufacturing facility in Winnsboro, South Carolina. The property whereupon the facility sat is owned by another subsidiary of Defendant Healthcare Co., Healthcare US Co., Ltd. On or around August 16, 2026, a fire ignited in the facility. It was initially contained, but then reignited later that day, spread throughout the facility and ultimately destroyed the entire 650,000-square-foot structure over the course of nearly 48 hours. The fire consumed substantial quantities of petroleum-derived, combustible foam-manufacturing materials and finished foam products, producing thick plumes of black smoke, charred debris, ash, and fine particulate matter that were carried by wind and weather for miles beyond the facility's boundaries and into the surrounding community.

Plaintiff Amy Bates owns and farms approximately one acre of land in Fairfield County, roughly 10 miles from the facility. Beginning on August 18, 2026, charred foam debris and fine particulate matter began falling from the sky onto Bates' land and crops and into the creek bordering her property forcing her to cancel her crop orders to prominent Columbia restaurants

like The War Mouth, Terra, Bourbon, Motor Supply Company, Lula Drake Wine Parlor, Spotted Salamander, and di Vino Rosso, and to begin manually removing debris from her land while wearing protective gloves and a mask.

Plaintiff, individually and on behalf of a class of all others similarly situated whose property has likewise been invaded by ash, debris, and other emissions and byproducts of the fire, brings this action against the Defendants for trespass, private nuisance, strict liability, and negligence/gross negligence/reckless conduct, and would respectfully show the Court as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Amy Bates is a resident of Fairfield County and a citizen of the State of South Carolina. She owns and resides on approximately one acre of real property located at 472 Carolina Drive, Ridgeway, South Carolina, together with her husband and three minor children. Bates farms her land and sells the crops she grows to local restaurants.

2. The proposed Class consists of all persons or entities who, beginning on or about August 16, 2026, have had or continue to have any ownership, leasehold, or other possessory interest in real property located within the geographic area affected by ash, charred debris, particulate matter, or other emissions or byproducts of the fire at Defendants' Winnsboro manufacturing facility that has invaded the Class's land. The precise geographic boundaries of the Class remain subject to refinement following discovery and any necessary expert modeling of the fire's smoke plume, debris field, and particulate dispersal. Excluded from the Class are Defendants' officers, directors, and employees; the immediate family members of Defendants' officers and directors; Defendants' legal representatives, heirs, successors, and assigns; any entity in which Defendants have or have had a controlling interest; any federal, state, or local

governmental agencies; any judges assigned to this case and their staff; and persons who elect to be excluded from the Class.

3. Defendant Healthcare SC, LLC, doing business as MLily USA (“MLily USA”), is a South Carolina limited liability company with its principal place of business in Fairfield County, South Carolina. At all relevant times, MLily USA has owned and/or operated the flexible polyurethane memory foam mattress manufacturing facility located at 1 Mlily Way, Winnsboro, Fairfield County, South Carolina (the “Facility”), the site of the fire described here.

4. Defendant Healthcare Co., Ltd. (“Healthcare Co.”) is believed to be a foreign corporation based in China. Healthcare Co. is believed to be the parent company and owner of MLily USA with control over the manufacturing operations, product design, material sourcing, and/or safety practices employed at the Facility.

5. Defendant Healthcare US Co., Ltd. (“Healthcare US Co.”) is a Tennessee corporation that is registered to do business with the South Carolina Secretary of State, and it is listed as the owner of record of the land whereupon the Facility sat. Upon information and belief, Healthcare US Co. is also owned and controlled by Defendant Healthcare Co.

6. This Court has subject matter jurisdiction over this action because the Court of Common Pleas is a court of general jurisdiction and Plaintiff’s claims arise under the common law of the State of South Carolina. *See* S.C. Const. art. V § 11. This Court has personal jurisdiction over Defendant MLily USA because it is a South Carolina limited liability company that owns and operates the Facility in Fairfield County, South Carolina. The Court likewise has jurisdiction over Defendants Healthcare Co. and Healthcare US Co. because, through their ownership and control of the Facility, they have transacted business within, and caused tortious injury within, South Carolina, pursuant to S.C. Code Ann. § 36-2-803.

7. Venue is proper in Fairfield County pursuant to S.C. Code Ann. § 15-7-30(E) because Defendant MLily USA is a South Carolina limited liability company with its principal place of business in Fairfield County, and because the most substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in Fairfield County. Plaintiff also resides in Fairfield County, South Carolina.

FACTS

The Facility and Its Manufacturing Operation

8. MLily USA operated a 650,000 square foot facility manufacturing flexible polyurethane memory foam mattress at 1 MLily Way, off U.S. Highway 321, in Winnsboro, South Carolina beginning sometime in 2019 (the "Facility"). The Facility is believed to have manufactured finished mattresses, springs, and proprietary memory foam.

9. Healthcare Co. is believed to have invested approximately \$45–50 million to develop the Facility while promising to create 250 jobs in Fairfield County.

10. Flexible polyurethane memory foam uses petroleum-derived liquid chemical ingredients, including: (a) polyols, alcohol-based petroleum compounds that form the soft, flexible polymer backbone of the foam; (b) diisocyanates, reactive chemical agents that bind with polyols to create the solid polyurethane structure; (c) various additives and agents, including blowing agents, catalysts, and surfactants; and (d) cooling gels infused into certain memory foam products.

11. Polyurethane foam products of the type manufactured at the Facility can emit formaldehyde and a range of volatile organic compounds ("VOCs") and semi-volatile organic compounds, including phthalates, isocyanates, and flame retardants.

12. When polyurethane foam burns or combusts, it releases carbon monoxide and hydrogen cyanide gas. The combustion of polyurethane foam also generates fine particulate matter, including particulate matter 2.5 micrometers or smaller in diameter (“PM2.5”).

13. At all times relevant here, the Defendants knew or should have known that their large-scale manufacturing, processing, and storage of substantial quantities of polyols, diisocyanates, and other petroleum-derived, combustible chemical compounds and finished foam products at the Facility created a foreseeable risk that, in the event of a fire, would result in combustion byproducts, charred debris, ash, and fine particulate matter being released into the surrounding environment and community.

14. In fact, safety concerns were known to the Defendants, who chose to do nothing to protect the community.

15. After the fire, Verdan Glover, a groundskeeper at MLily since March 2026, told WIS 10 TV, “I knew it was going to happen. Eventually. I knew it was going to happen[.]” WIS reported that “Glover said that the factory’s equipment was constantly breaking down and that employees had suggested shutting down the plant temporarily to make necessary repairs, but management patched over the issues instead.” Deric Rush, “Fire destroys mattress factory in Winnsboro, puts jobs on hold,” WIS 10 (Aug. 17, 2026), <https://www.wistv.com/2026/08/17/winnsboro-factory-fire-puts-jobs-hold-closes-roads/>.

The Facility Fire

16. On or about Sunday, August 16, 2026, shortly before 10:00 a.m., a fire broke out in the Facility.

17. Fairfield County Administrator Vic Carpenter has stated publicly that the fire began when foam came into contact with a conveyor within the Facility.

18. Emergency responders, including the Fairfield County Fire Service and hazmat teams, responded after reports of a fire alarm and a chemical smell at the Facility.

19. Firefighters believed they had the fire contained by approximately 6:00 p.m. on Sunday; however, at approximately 11:30 p.m. that night, the fire reignited and spread throughout the Facility.

20. The fire burned for close to 48 hours, and by Monday morning, August 17, 2026, it had destroyed the entire Facility.

21. Between 150 and 200 firefighters were mobilized to fight the blaze.

22. The fire produced massive plumes of thick, black smoke visible for miles.

23. Beginning at approximately 2:30 p.m. on Monday, August 17, 2026, the U.S. Environmental Protection Agency (“EPA”) began monitoring air quality in the vicinity of the Facility, testing for substances including hydrogen sulfide and carbon monoxide.

24. The South Carolina Department of Environmental Services (“DES”) is believed to also have begun testing local water for fire suppressant chemical runoff.

25. Officials advised property owners in the surrounding area that debris landing on their properties should be handled while wearing gloves and washing hands after handling it.

26. The cause of the fire is believed to be under investigation.



Figure 1: Fairfield Cty. photo, published by Caleb Bozard, “Building a total loss after Midlands mattress factory reignited. Cause under investigation,” POST AND COURIER (Aug. 17, 2026), https://www.postandcourier.com/columbia/news/mlily-mattress-factory-fire-winnsboro-fairfield-columbia/article_fb971cb8-b521-4abe-a3f9-cca5e561de12.html.

Impact on Plaintiff Amy Bates

27. Plaintiff Amy Bates resides in Fairfield County, South Carolina, at 472 Carolina Drive, Ridgeway, South Carolina 29130, together with her husband and three minor children, on approximately one acre of land that she owns, located approximately 10 miles from the Facility.

28. Bates farms her land and sells the crops she grows to local restaurants, including Columbia restaurants The War Mouth, Terra, Bourbon, Motor Supply Company, Lula Drake Wine Parlor, Spotted Salamander, and di Vino Rosso. Bates also raises chickens and bees which, like her crops, are susceptible to pollutants and contaminants in the air and ground water.

29. Beginning on Tuesday, August 18, 2026, and continuing up to and including this filing, charred foam debris and fine particulate matter from the fire at the Facility began falling like snow from the sky onto Bates' property, including onto her land, her crops, and into the creek bordering her property.

30. Bates used well water as a source of water for her home and crops.

31. Upon discovering the debris, Bates contacted her local Clemson University Cooperative Extension Service representative for guidance.

32. Bates was instructed by her Clemson Extension representative to immediately cancel all of her outstanding crop orders and to begin removing the debris from her land by hand while wearing protective gloves and a mask.

33. Bates cancelled her crop orders as instructed and has spent three consecutive days removing debris from her land by hand.

34. Bates has removed several garbage bags of large, charred foam from her crops and land. However, despite her efforts, Bates has been unable to remove the fine layer of dust and particulate matter that has fallen and continues to fall on her land.

35. Examples of the debris that Bates was able to remove are depicted below:



Figure 2: photos of debris from Facility fire from Plaintiff

36. It is unknown whether, or when, Bates will be able to resume selling crops grown on her property.

37. On Thursday, August 20, 2026, rain fell on Bates' property, washing some of the accumulated particulate matter and debris into the soil of her land and into the creek bordering her property, further spreading the contamination on and around her land.

38. As a direct and proximate result of Defendants' conduct described herein, Bates and the proposed Class of persons similarly situated have suffered damages, including (but not limited to) property contamination, loss of use and enjoyment of their property, the cost and burden of debris removal and remediation, economic losses arising from cancelled crop sales and lost business, the devaluation of their property, and substantial annoyance and inconvenience.

CLASS ACTION ALLEGATIONS

39. Plaintiff realleges and incorporates by reference each of the allegations set forth above as though fully set forth herein.

40. Plaintiff brings this action as a class action pursuant to Rule 23 of the South Carolina Rules of Civil Procedure, on behalf of herself and the Class described above.

41. Plaintiff reserves the right to revise the Class definition based on facts learned in the course of litigating this matter, including through discovery and expert modeling of the fire's smoke plume, debris field, and particulate dispersal.

42. **Ascertainability.** The Class is ascertainable because it relies on objective criteria, namely ownership or possession of real property within the geographic area affected by ash, debris, or particulate matter from the Facility fire.

43. **Numerosity.** Given the scale of the Facility fire and its extended duration, and the impact on Bates' property approximately 10 miles away, and the wide geographic area over which smoke, ash, and particulate matter were reported and observed, the Class is believed to consist of hundreds if not thousands of property owners and possessors, such that joinder of all Class members is impracticable.

44. **Commonality.** Common questions of law and fact predominate, including, among others: (a) the cause and origin of the fire; (b) whether Defendants' manufacture, processing, and storage of combustible, petroleum-derived chemical compounds and finished foam products at the Facility created an unreasonable risk of harm to the surrounding community; (c) whether Defendants adequately designed, implemented, and maintained fire prevention, detection, containment, and suppression measures at the Facility; (d) the composition of the chemical compounds and combustion byproducts released as a result of the fire; (e) the geographic area and degree to which ash, debris, smoke, and particulate matter were dispersed as a result of the fire; (f) whether Defendants' conduct constitutes trespass, private nuisance, or an abnormally dangerous

activity subject to strict liability; and (g) whether Defendants' conduct warrants an award of punitive damages.

45. **Typicality.** Plaintiff's claims are typical of those of the Class because Plaintiff and other Class members were affected by the same Facility fire and the same course of conduct by the same Defendants and have sustained the same types of injury, including property contamination and interference with the use and enjoyment of their property.

46. **Adequacy.** Plaintiff has no interests that conflict with or are antagonistic to those of the Class and will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel experienced in complex and class action litigation.

47. **Predominance and Superiority.** Common questions of law and fact predominate over any questions affecting only individual Class members, which relate primarily to the amount of damages sustained by individual Class members. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, given the number of potentially affected property owners and the common nucleus of operative facts.

48. **Amount in Controversy.** Because the relief primarily sought in this action is not injunctive or declaratory with respect to the Class as a whole, the amount in controversy exceeds One Hundred Dollars (\$100.00) for each member of the Class, as required to maintain a class action under Rule 23(a) of the South Carolina Rules of Civil Procedure. The property contamination, remediation and debris-removal costs, diminution in property value, and economic losses suffered by Plaintiff and each Class member as a result of the Facility fire each independently exceed that amount.

49. Accordingly, the prerequisites for maintaining a class action under Rule 23 are satisfied, as questions of law or fact common to the Class predominate over any questions affecting

only individual members; a class action is superior to other available methods for fairly and efficiently adjudicating this controversy; and the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications and incompatible standards of conduct for Defendants, and might be dispositive of the interests of other Class members not parties to such individual actions.

FOR A FIRST CAUSE OF ACTION
Trespass
(All Defendants)

50. Plaintiff realleges and incorporates by reference each of the allegations above as though fully set forth here.

51. Defendants caused charred foam debris, ash, combustion byproducts, and fine particulate matter to enter onto, invade, and physically settle upon Plaintiff's and Class members' real and personal property, including their land, crops, and the waterways bordering their properties. Defendants affirmatively undertook these acts which caused the invasion of Plaintiff's and the Class member's properties.

52. The invasion of Plaintiff's and Class members' property was unauthorized and substantially and unreasonably interfered with Plaintiff's and Class members' possessory interests in their land, crops, and personal property.

53. As a direct and proximate result of Defendants' conduct, Plaintiff and the Class have suffered the injuries and damages alleged herein, including the cost and burden of removing debris and particulate matter from their property, contamination of their land and crops, lost use and enjoyment of their property, and the devaluation of the property.

FOR A SECOND CAUSE OF ACTION
Private Nuisance
(All Defendants)

54. Plaintiff realleges and incorporates by reference each of the allegations above as though fully set forth here.

55. By causing and/or permitting hazardous, combustible chemical compounds and finished foam products to catch fire and burn uncontrolled for multiple days, and by allowing ash, charred debris, and fine particulate matter to be released into the surrounding community, Defendants substantially and unreasonably interfered with Plaintiff's and Class members' use and enjoyment of their homes, land, and agricultural operations.

56. The interference was substantial, unreasonable, and offensive to persons of ordinary sensibilities, and continues to affect Plaintiff's property and is believed to continue to affect the Class members' properties.

57. As a direct and proximate result of Defendants' conduct, Plaintiff and the Class have suffered damages including the cost and burden of removing debris and particulate matter from their property, contamination of their land and crops, lost use and enjoyment of their property, and the devaluation of the property.

FOR A THIRD CAUSE OF ACTION
Strict Liability
(All Defendants)

58. Plaintiff realleges and incorporates by reference each of the allegations above as though fully set forth here.

59. The manufacture, processing, and large-scale storage of substantial quantities of polyols, diisocyanates, and other petroleum-derived, flammable and combustible chemical compounds and finished foam products at the Facility constituted an abnormally dangerous activity.

60. Defendants' activities presented a high degree of risk of harm to the persons, land, and chattel of Plaintiff and other members of the proposed Class.

61. Defendants' activities presented a high likelihood that, if harm occurred, the resulting harm would be great, as demonstrated by the scale, intensity, and duration of the Facility fire, which reignited after having been contained and ultimately destroyed the entire 650,000-square-foot Facility over the course of the nearly 48-hour blaze.

62. Defendants possessed an inability to eliminate the risk of such harm through the exercise of reasonable care, as evidenced by the volume of combustible foam present at the Facility, which officials described as making the fire unusually difficult to extinguish notwithstanding the response of nearly 150 to 200 firefighters and substantial firefighting apparatus over the course of nearly 48 hours.

63. Defendants' large-scale manufacture, processing, and storage of combustible, petroleum-derived chemical compounds and finished foam products at an industrial facility of this scale is not a matter of common usage.

64. Defendants' activities were inappropriate for the location in which they were carried on, given the Facility's proximity to residential and agricultural communities, including Plaintiff's farm.

65. Any value that Defendants' activities present to the community is outweighed by their dangerous attributes, as demonstrated by the harm caused by the Facility fire.

66. As a proximate result of Defendants' activities, Plaintiff and the Class have suffered damages, including property contamination, loss of use and enjoyment of property, economic loss, and annoyance and inconvenience, and the devaluation of the properties, and Defendants should be held strictly liable for the resulting harm.

**FOR A FOURTH CAUSE OF ACTION
Negligence/Gross Negligence/Recklessness
(All Defendants)**

67. Plaintiff realleges and incorporates by reference each of the allegations above as though fully set forth here.

68. Defendants owed Plaintiff and the Class a duty to exercise reasonable care in the manufacture, processing, handling, and storage of combustible chemical compounds and finished foam products at the Facility, and in maintaining fire prevention, detection, and suppression systems adequate to the Facility's contents, size, and proximity to a residential and agricultural community.

69. Defendant Healthcare Co. owed an independent duty of reasonable care to Plaintiff and the Class by virtue of its ownership and control over MLily USA's manufacturing operations, product design, material sourcing, and safety practices at the Facility.

70. Defendants breached their duty of care by, among other things:

- a. Failing to maintain adequate safeguards to prevent combustible foam from coming into contact with sources of heat or combustion;
- b. Manufacturing, processing, and storing substantial quantities of flammable, petroleum-derived chemical compounds and finished foam products without fire prevention, detection, and suppression measures sufficient to prevent uncontrolled combustion and reignition;
- c. Failing to prevent the fire from reigniting and spreading throughout the Facility after it had been contained;
- d. Failing to adequately contain, capture, or otherwise prevent ash, charred debris, and other combustion byproducts from being released and

dispersed into the surrounding community and onto Plaintiff's and Class members' properties;

e. Ignoring safety warnings from employees who urged management to take greater safety precautions to avoid a fire; and

f. In other such ways as may be shown in discovery or at trial.

71. As a proximate result of Defendants' breach of their duty of care, Plaintiff and the Class have suffered damages, including property contamination, loss of use and enjoyment of property, the cost and burden of remediation, economic loss, the devaluation of their properties, and annoyance and inconvenience.

72. Punitive damages are appropriate because Defendants' conduct was grossly negligent, willful, wanton, and/or reckless in their disregard for the safety of Plaintiff, the Class, and the surrounding community. Upon information and belief, Defendants were aware of the risks that led to this conflagration and mass contamination event, but chose not to address those risks in an effort to avoid the costs of making their Facility safe, thereby conferring upon themselves unreasonable financial gain at the expense of the surrounding community.

JURY DEMAND

73. Plaintiff, individually and on behalf of the Class, demands a trial by jury on all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Amy Bates, individually and on behalf of all others similarly situated, respectfully prays for judgment against Defendants, jointly and severally, as follows:

- (i) Certifying this action as a class action under Rule 23 of the South Carolina Rules of Civil Procedure, appointing Plaintiff as Class Representative, and appointing Plaintiff's counsel as Class Counsel;
- (ii) Awarding Plaintiff and the Class compensatory and consequential damages, including damages for property contamination, diminution in property value, loss of use and enjoyment of property, remediation and clean-up costs, and economic and business losses, in an amount to be determined by a jury;
- (iii) Awarding Plaintiff and the Class punitive damages;
- (v) Awarding pre- and post-judgment interest;
- (vi) Awarding reasonable attorneys' fees and costs; and
- (vii) Granting such other and further relief as the Court deems just and proper.

[Signature on following page]

Respectfully submitted,

s/Richard A. Harpootlian

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