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17
18 **SUPERIOR COURT OF CALIFORNIA**
19 **COUNTY OF LOS ANGELES**

20 IGNACIO LADINO CASTILLO,

21 Plaintiff,

22 vs.

23
24 AGOURA HILLS MARBLE AND GRANITE INC.,
25 ARTISAN TILE & STONWORK, BELLA
STONE & TILE, CAESARSTONE USA, INC.,
26 CISTONES, INC., CLASSIC STONE, LLC,
COMPAC QUARTZ, INC., COMPAC (USA) INC.,
27 FRANCINI, INC., G & B MARBLE & QUARTS,
28 INC, GEM INTERNATIONAL, INC., GIALLO

CASE NO. **24STCV29112**

**COMPLAINT FOR TOXIC
INJURIES ASSERTING CAUSES
OF ACTION FOR:**

1. NEGLIGENCE;
2. PRODUCTS LIABILITY
– FAILURE TO WARN;
3. PRODUCTS LIABILITY
– DESIGN DEFECT
4. FRAUDULENT
CONCEALMENT,

1 STONE, INC., GMG STONE, INC., INTER
 2 STONE SUPPLIES, LLC, INTERNATIONAL
 3 GRANITE & MARBLE SUPPLY, INC.,
 4 INTERSTONE, INC., LYONS MARBLE, INC.,
 5 MAJESTIC GRANITE, INC., MAJESTIC
 6 MARBLE & GRANITE INC., MARBLE &
 7 GRANITE SERVICES, S.R.L. (DBA MGS),
 8 MOHAWK INDUSTRIES, INC., M S
 9 INTERNATIONAL, INC., M S
 10 INTERNATIONAL, LLC, NATURAL STONE
 11 RESOURCES, INC., PACIFIC SHORE STONES,
 12 LLC, PACIFICA TILE & STONE, INC.,
 13 PARAGON INDUSTRIES, INC., QORTSTONE,
 14 INC., STONE MART CORP., STONEVILLE USA,
 15 INC., UNIVERSAL GRANITE & MARBLE, INC.,
 16 and DOES 1 through 100, inclusive,

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 28
 Defendants.

5. BREACH OF IMPLIED
 WARRANTIES

JURY TRIAL DEMANDED

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5
6 COMES NOW Plaintiff Ignacio Ladino Castillo complaining of Defendants Agoura Hills
7 Marble and Granite Inc., Artisan Tile & Stonework, Bella Stone & Tile, Caesarstone USA, Inc.,
8 Cistones, Inc., Classic Stone, LLC, Compac Quartz, Inc., Compac (USA) Inc., Francini, Inc., GEM
9 International, Inc., Giallo Stone, Inc., GMG Stone, Inc., Inter Stone Supplies, LLC, International
10 Granite & Marble Supply, Inc., Interstone, Inc., Lyons Marble, Inc., Majestic Granite, Inc., Majestic
11 Marble & Granite Inc., Marble & Granite Services, S.R.L. (dba MGS), Mohawk Industries, Inc., M
12 S International, Inc., M S International, LLC, Natural Stone Resources, Inc., Pacific Shore Stones,
13 LLC, Pacifica Tile & Stone, Inc., Paragon Industries, Inc., Qortstone, Inc., Stone Mart Corp.,
14 Stoneville USA, Inc., Universal Granite & Marble, Inc., and DOES 1 through 100, inclusive
15 (hereinafter collectively “Defendants”), and for a cause of action alleges as follows:

16 **THE PARTIES**

17 **Plaintiff**

18 1. Plaintiff Ignacio Ladino Castillo is and at all material times was a resident of the State
19 of California.

20 **Defendants**

21 2. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
22 Defendant, Agoura Hills Marble and Granite Inc., is a California Corporation, which at all material
23 times hereto had its principal place of business at 2640 Lavery Ct Newbury Park, CA 91320, and
24 which at all material times hereto was doing business in the County of Los Angeles, State of
25 California.

26 3. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
27 Defendant, Artisan Tile & Stonework, is a sole proprietorship, which at all material times hereto was
28 doing business at 5843 Fairhaven Avenue, Woodland Hills, CA 91367 and which at all material
times hereto was doing business in the County of Los Angeles, State of California.

1 4. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
2 Defendant, Bella Stone & Tile / Bella Stones, is a California corporation, which at all material times
3 hereto had its principal place of business at 1201 E. Ball Rd., Unit T, Anaheim, California 92805
4 and which at all material times hereto was doing business in the County of Los Angeles, State of
5 California.

6 5. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
7 Defendant, Caesarstone USA, Inc., is a California corporation, which at all material times hereto,
8 has had its principal place of business at 1401 West Morehead Street, Suite 100, Charlotte, NC 28208
9 and has was doing business in the County of Los Angeles, CA at 11312 Penrose St., Sun Valley, CA
10 91352, and which at all material times hereto was doing business in the County of Los Angeles, State
11 of California.

12 6. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
13 Defendant, Cistones, Inc. is a California corporation, which at all material times hereto had its
14 principal place of business at 1624 Sherwood Village Cir Placentia, CA 92870, and which at all
15 material times hereto was doing business in the County of Los Angeles, State of California.

16 7. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
17 Defendant, Classic Stone, LLC, is a California limited liability company, which at all material times
18 hereto had its principal place of business at 7620 Beeman Ave North Hollywood, CA 91605, and
19 which at all material times hereto was doing business in the County of Los Angeles, State of
20 California.

21 8. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
22 Defendant, Compac Quartz, Inc., is a California corporation, which at all material times hereto, was
23 doing business at 700 E. Katella Ave., Anaheim, CA 92805, and which at all material times hereto
24 was doing business in the County of Los Angeles, State of California.

25 9. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
26 Defendant, Compac (USA) Inc., is a California corporation, which at all material times hereto had
27 its principal place of business at 1561 Commerce Street Corona, CA 92880, and which at all material
28 times hereto was doing business in the County of Los Angeles, State of California.

1 10. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
2 Defendant, Francini, Inc., is a California corporation, which at all material times hereto, has had its
3 principal place of business at 11796 Sheldon St. Sun Valley, California 91352, and was doing
4 business in the County of Los Angeles, State of California.

5 11. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
6 Defendant, GEM International, Inc., is a California corporation, which at all material times hereto,
7 has had its principal place of business at 12922 Raymer St. North Hollywood, California 91605, and
8 was doing business in the County of Los Angeles, State of California.

9 12. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
10 Defendant, Giallo Stone, Inc., is a California corporation, which at all material times hereto had its
11 principal place of business at 1919 N. San Fernando Rd Los Angeles, California 90065 and which
12 at all material times hereto was doing business in the County of Los Angeles, State of California.

13 13. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
14 Defendant, GMG Stone, Inc., is a California corporation, which at all material times hereto, has had
15 its principal place of business at 165 Denny Way El Cajon, California 92020, and was doing business
16 in the County of Los Angeles, State of California.

17 14. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
18 Defendant International Granite & Marble Supply, Inc., is a California corporation, which at all
19 material times hereto, was doing business in the County of Los Angeles, State of California.

20 15. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
21 Defendant, Inter Stone Supplies, LLC, is a California limited liability company, which at all material
22 times hereto, has had its principal place of business at 12621 Sherman Way North Hollywood,
23 California 91605, and was doing business in the County of Los Angeles, State of California.

24 16. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
25 Defendant, Interstone, Inc., is a California corporation, which at all material times hereto, has had its
26 principal place of business at 535 N. Brand Blvd. Suit 265 Glendale, California 91204, and was
27 doing business in the County of Los Angeles, State of California.

28 17. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
Defendant, Lyons Marble, Inc., is a California corporation, which at all material times hereto, has

1 had its principal place of business at 128 Encinal Street Santa Cruz, California 95060, and was doing
2 business in the County of Los Angeles, State of California.

3 18. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
4 Defendant, Majestic Granite, Inc., is a California corporation, which at all material times hereto, has
5 had its principal place of business at 9009 Laurel Canyon Blvd Sun Valley, California 91352, and
6 was doing business in the County of Los Angeles, State of California.

7 19. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
8 Defendant, Majestic Marble & Granite Inc., is a California corporation, which at all material times
9 hereto, has had its principal place of business at 16626 Roscoe Place North Hills, California 91343,
10 and was doing business in the County of Los Angeles, State of California.

11 20. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
12 Defendant, Mohawk Industries, Inc., is a California corporation, which at all material times hereto,
13 has had its principal place of business at 27561 Hyssop Ln Santa Clarita, California 91350, and was
14 doing business in the County of Los Angeles, State of California.

15 21. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
16 Defendant, M S International, Inc., is a California corporation, which at all material times hereto,
17 has had its principal place of business in California at 2095 N. Batavia St., Orange, CA 92865 and
18 was doing business in the County of Los Angeles, State of California.

19 22. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
20 Defendant, M S International, LLC is a California limited liability company, which at all material
21 times hereto, was doing business in the County of Los Angeles, State of California.

22 23. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
23 Defendant, Natural Stone Resources, Inc., is a California corporation, which at all material times
24 hereto had its principal place of business at 1800 E Via Burton Anaheim, California 92806 and which
25 at all material times hereto was doing business in the County of Los Angeles, State of California.

26 24. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
27 Defendant, Pacific Shore Stones, LLC, is a California limited liability company, which at all material
28 times hereto, was doing business at 13148 Raymer Street, North Hollywood, CA 91605, and which
at all material times hereto was doing business in the County of Los Angeles, State of California.

1 25. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
2 Defendant, Pacifica Tile & Stone, Inc., is a California corporation, which at all material times hereto,
3 was doing business at 157128 York Dr. Highland, California 92346, and which at all material times
4 hereto was doing business in the County of Los Angeles, State of California.

5 26. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
6 Defendant, Paragon Industries, Inc. (DBA Bedrosians Tile & Stone), is a California corporation,
7 which at all material times hereto, has had its principal place of business in the State of California,
8 where is has been doing business as Bedrosians Tile & Stone, and was doing business in the County
9 of Los Angeles, State of California.

10 27. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
11 Defendant, Qortstone, Inc., is a California limited liability company, which at all material times
12 hereto, has had its principal place of business at 14545 Keswick St. Van Nuys, California 91405, and
13 was doing business in the County of Los Angeles, State of California.

14 28. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
15 Defendant, Stone Mart Corp., is a California corporation, which at all material times hereto, has had
16 its principal place of business at 13425 Sherman Way North Hollywood, California 91605, and was
17 doing business in the County of Los Angeles, State of California.

18 29. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
19 Defendant, Stoneville USA, Inc., is a California corporation, which at all material times hereto, has
20 had its principal place of business at 12906 Saticoy Street, North Hollywood, CA 91605, and was
21 doing business in the County of Los Angeles, State of California.

22 30. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
23 Defendant, United Marble & Tile, Inc., is a California corporation, which at all material times hereto,
24 has had its principal place of business at 7814 Jellico Ave Northridge, California 91325, and was
25 doing business in the County of Los Angeles, State of California.

26 31. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
27 Defendant, Universal Granite & Marble, Inc., is a California corporation, which at all material times
28 hereto, has had its principal place of business at 12300 Branford Street Sun Valley, California 91352,
and was doing business in the County of Los Angeles, State of California.

1 32. Plaintiff Ignacio Ladino Castillo is informed and believes and thereon alleges that
2 Defendant, Verona Quartz, Inc., is a California corporation, which at all material times hereto, has
3 had its principal place of business at 9415 Telfair Ave Sun Valley, California 91352, and was doing
4 business in the County of Los Angeles, State of California.

5 **Doe Defendants**

6 33. The true names and capacities of Defendants Does 1 through 100 are unknown to
7 Plaintiff Ignacio Ladino Castillo, who therefore sues said defendants by such fictitious names.
8 Plaintiff Ignacio Ladino Castillo will amend this complaint to state the true names and capacities of
9 said fictitious defendants when they have been ascertained. Plaintiff Ignacio Ladino Castillo is
10 informed and believes and thereon alleges that Defendants Does 1 through 100 are in some manner
11 responsible, negligently or in some other actionable manner, for the occurrences herein alleged, and
12 that Plaintiff Ignacio Ladino Castillo's injury and damages as herein alleged were proximately
13 caused by their conduct.

14 **Agency**

15 34. Plaintiff Ignacio Ladino Castillo is informed and believes and based thereon alleges
16 that, at all times material hereto, each of the Defendants, including the fictitiously named Defendants,
17 was acting in an individual, corporate, partnership, associate, conspiratorial or other capacity or as
18 the agent, employee, co-conspirator, and/or alter ego of its co-defendants, and in doing the acts herein
19 alleged, was acting within the course and scope of its authority as such partner, associate, agent,
20 employee, co-conspirator, or alter ego, and with the permission, consent, knowledge, authorization,
21 ratification and direction of its co-defendants, including all fictitiously named defendants.

22 **STONE SLAB PRODUCTS**

23 35. Defendants named herein were and/or are the manufacturers, suppliers, distributors,
24 importers, brokers, and/or contractors of industrial stone products, which are hereinafter called
25 "stone products," "stone slabs," "stone blocks," "artificial stone," "natural stone," "silica-containing
26 stone," and "treated natural stone." In accordance with *Bockrath v. Aldrich Chem. Co.* (1999) 21
27 Cal.4th 71, the industrial stone products, including all definitions and synonyms thereof as set forth
28 above, are all products that caused the pulmonary and other injuries of the exposed worker and
injured Plaintiff Ignacio Ladino Castillo.

1 36. Stone slabs are mineral products made from natural or artificial stone. Stone products
2 (in slabs or blocks) are made from natural stone, including granite, limestone, marble, onyx,
3 porcelain, quartzite, sandstone, serpentine, and travertine.

4 37. Stone products are also made from artificial stone, which is also called engineered
5 stone, manufactured stone, quartz, reconstituted stone, and synthetic stone.

6 38. All stone products contain crystalline silica in varying concentrations, from the lowest
7 concentration of about 3-5% in marble to about 93-95% in traditional artificial stone.

8 39. Stone slabs or blocks are commercial products that require fabrication before
9 installation for a consumer.

10 40. Cutting, grinding, drilling, chipping, edging, and/or polishing (collectively
11 “fabricating”) certain stone products produces large amounts of respirable crystalline silica dust,
12 which stone fabrication workers inhale, typically causing chronic silicosis as well as lung cancer and
13 various other silica-related diseases.

14 41. Fabrication workers who cut, grind, drill, chip, edge, and/or polish artificial stone
15 products are not only exposed to high concentrations of respirable crystalline silica but are also
16 exposed to other toxic substances in artificial stone, including metals used as pigments and polymeric
17 resins as binders.

18 42. In addition to crystalline silica, pulmonary fibrosis (scarring of the lung tissue) is
19 caused by many metals that are constituents of artificial stone, including aluminum, antimony,
20 arsenic, chromium, cobalt, copper, iron, manganese, nickel, titanium, tungsten, and vanadium. Some
21 of these metals also cause an immunologic lung disease called hypersensitivity pneumonitis, which
22 is characterized by granulomas in lung tissue that also causes pulmonary fibrosis.

23 43. Fabricating artificial stone products also produces volatile organic compounds
24 (VOCs), the predominant species being styrene but also including phthalic anhydride, benzene,
25 ethylbenzene, and toluene. Styrene and phthalic anhydride are respiratory irritants that cause various
26 pulmonary effects, including asthma, bronchiolitis obliterans, decreased lung function, sclerosis, and
27 fibrosis.

28 44. Workers fabricating artificial stone products often develop progressive massive
fibrosis due to high concentrations of crystalline silica and other toxic constituents of artificial stone.

1 **IDENTIFICATION OF TOXIC PRODUCTS**

2 45. Under *Bockrath v. Aldrich Chem. Company* (1999) 21 Cal.4th 71, “[i]n conformity
3 with the rule that a complaint in a personal injury case is a statement of the facts constituting the
4 cause of action in ordinary and concise language, plaintiffs may, and should, allege the ... facts
5 succinctly, and may do so in a conclusory fashion if their knowledge of the precise cause of injury
6 is limited.” *Id.* at 80.

7 46. The *Bockrath* court held that “[i]f the plaintiff does not believe the requisite evidence
8 exists, but does actually believe that it is likely to be discovered later, ‘after a reasonable opportunity
9 for further investigation or discovery’ (Code Civ. Proc., § 128.7, subd. (b)(3)), the complaint must
10 so state.” *Id.* at 82. Plaintiff Ignacio Ladino Castillo therefore identifies those stone slab products of
11 which he is presently aware that he fabricated that caused his medical conditions and injuries and
12 provides notice that Plaintiff Ignacio Ladino Castillo will identify additional stone slab products that
13 caused his medical conditions and injuries in the course of discovery.

14 47. The products identified below do not include all of the products containing crystalline
15 silica, metals and other fibrogenic substances that caused and/or contributed to Plaintiff Ignacio
16 Ladino Castillo’s medical conditions and injuries, the identities of which products are presently
17 unknown to Plaintiff Ignacio Ladino Castillo given the large quantity of stone slabs that he worked
18 with throughout his career. Additional information can likely be discovered during the discovery
19 process.

20 48. Plaintiff Ignacio Ladino Castillo identifies the following products which he fabricated
21 and to which he was injuriously exposed in his work as a stone cutter, which caused his injuries:

22 **Agoura Hills Marble and Granite Inc.**

- 23 Engineered Stone
- 24 Granite
- 25 Limestone
- 26 Marble
- 27 Natural Stone
- 28 Onyx
- Quartz

- 1 Quartzite
- 2 Sandstone
- 3 Soapstone
- 4 Serpentine
- 5 Travertine

Ankur International, Inc.

- 7 Engineered Stone
- 8 Granite
- 9 Limestone
- 10 Marble
- 11 Natural Stone
- 12 Onyx
- 13 Quartz
- 14 Quartzite
- 15 Sandstone
- 16 Soapstone
- 17 Serpentine
- 18 Travertine

Artisan Tile & Stonework

- 19 Engineered Stone
- 20 Granite
- 21 Limestone
- 22 Marble
- 23 Natural Stone
- 24 Onyx
- 25 Quartz
- 26 Quartzite
- 27 Sandstone
- 28 Soapstone

1 Serpentine

2 Travertine

3 **Bella Stone & Tile**

4 Engineered Stone

5 Granite

6 Limestone

7 Marble

8 Natural Stone

9 Onyx

10 Quartz

11 Quartzite

12 Sandstone

13 Soapstone

14 Serpentine

15 Travertine

16 **Caesarstone USA, Inc.**

17 Caesarstone Clasico

18 Caesarstone Concetto

19 Caesarstone Motivo

20 Caesarstone Supernatural

21 Caesarstone Metropolitan

22 **Cistones, Inc.**

23 Engineered Stone

24 **Classic Stone, LLC**

25 Basalt

26 Granite

27 Limestone

28 Marble

Onyx

1 Quartz

2 Quartzite

3 Travertine

4 **Compac Quartz, Inc., Compac (USA) Inc.**

5 Quartz

6 Technological Quartz

7 Terrazzo

8 **Francini, Inc.**

9 Engineered Stone

10 Granite

11 Limestone

12 Lucastone Quartz by Francini

13 Marble

14 Natural Stone

15 Onyx

16 Porcelain

17 Quartz

18 Quartzite

19 Sandstone

20 Soapstone

21 Serpentine

22 Travertine

23 Vetrite

24 **GEM International, Inc.**

25 Engineered Stone

26 Granite

27 Limestone

28 Marble

Natural Stone

- 1 Onyx
- 2 Porcelain
- 3 Quartz
- 4 Quartzite
- 5 Sandstone
- 6 Soapstone
- 7 Serpentine
- 8 Travertine

Giallo Stone, Inc.

- 9
- 10 Engineered Stone
- 11 Granite
- 12 Limestone
- 13 Marble
- 14 Natural Stone
- 15 Onyx
- 16 Porcelain
- 17 Quartz
- 18 Quartzite
- 19 Sandstone
- 20 Soapstone
- 21 Serpentine
- 22 Travertine

GMG Stone, Inc.

- 23 Engineered Stone
- 24 Granite
- 25 Limestone
- 26 Marble
- 27 Natural Stone
- 28 Onyx

- 1 Porcelain
- 2 Quartz
- 3 Quartzite
- 4 Sandstone
- 5 Soapstone
- 6 Serpentine
- 7 Travertine

Inter Stone Supplies, LLC

- 8 Engineered Stone
- 9 Granite
- 10 Limestone
- 11 Marble
- 12 Natural Stone
- 13 Onyx
- 14 Porcelain
- 15 Quartz
- 16 Quartzite
- 17 Sandstone
- 18 Soapstone
- 19 Serpentine
- 20 Travertine

Interstone, Inc.

- 22 Engineered Stone
- 23 Granite
- 24 Limestone
- 25 Marble
- 26 Natural Stone
- 27 Onyx
- 28 Porcelain

- 1 Quartz
- 2 Quartzite
- 3 Sandstone
- 4 Soapstone
- 5 Serpentine
- 6 Travertine

Lyons Marble, Inc.

- 8 Granite
- 9 Limestone
- 10 Marble
- 11 Onyx
- 12 Porcelain
- 13 Quartz
- 14 Quartzite
- 15 Sandstone
- 16 Soapstone
- 17 Serpentine
- 18 Travertine

Mohawk Industries, Inc.,

- 19 Engineered Stone
- 20 Granite
- 21 Limestone
- 22 Marble
- 23 Natural Stone
- 24 Onyx
- 25 Quartz
- 26 Quartzite
- 27 Sandstone
- 28 Soapstone

1 Serpentine

2 Travertine

3 **M S International, Inc. / M S International, LLC**

4 Granite

5 Limestone

6 Marble

7 Onyx

8 Porcelain

9 Quartz

10 Quartzite

11 Sandstone

12 Soapstone

13 Serpentine

14 Travertine

15 **Majestic Granite, Inc. / Majestic Marble & Granite Inc.**

16 Granite

17 Limestone

18 Marble

19 Onyx

20 Porcelain

21 Quartz

22 Quartzite

23 Sandstone

24 Soapstone

25 Serpentine

26 Travertine

27 **Natural Stone Resources, Inc.**

28 Granite

Limestone

- 1 Marble
- 2 Onyx
- 3 Porcelain
- 4 Quartz
- 5 Quartzite
- 6 Sandstone
- 7 Soapstone
- 8 Serpentine
- 9 Travertine

Pacific Shore Stones, LLC

- 10 Engineered Stone
- 11 Granite
- 12 Limestone
- 13 Marble
- 14 Onyx
- 15 Porcelain
- 16 Quartz
- 17 Quartzite
- 18 Sandstone
- 19 Soapstone
- 20 Serpentine
- 21 Travertine

Pacifica Tile & Stone, Inc.

- 23 Engineered Stone
- 24 Granite
- 25 Limestone
- 26 Marble
- 27 Metroquartz
- 28 Onyx

- 1 Porcelain
- 2 Quartz
- 3 Quartzite
- 4 Sandstone
- 5 Soapstone
- 6 Serpentine
- 7 Travertine
- 8 Vicostone (Pentalquartz)

9 **Paragon Industries, Inc.**

- 10 Engineered Stone
- 11 Granite
- 12 Limestone
- 13 Marble
- 14 Onyx
- 15 Porcelain
- 16 Quartz
- 17 Quartzite
- 18 Sandstone
- 19 Soapstone
- 20 Serpentine
- 21 Travertine

21 **Qortstone, Inc.**

- 22 Engineered Stone
- 23 Qortstone

24 **Stone Mart Corp.**

- 25 Engineered Stone
- 26 Granite
- 27 Limestone
- 28 Marble

- 1 Onyx
- 2 Porcelain
- 3 Quartz
- 4 Quartzite
- 5 Sandstone
- 6 Soapstone
- 7 Serpentine
- 8 **Stoneville USA, Inc.**
- 9 Caesarstone
- 10 Cambria
- 11 Corian
- 12 Dekton
- 13 Engineered Stone
- 14 Granite
- 15 Hanex
- 16 HanStone Quartz
- 17 Marble
- 18 Onyx
- 19 Porcelain
- 20 Premium Natural Quartz from MSI
- 21 Quartz
- 22 Quartzite
- 23 Sandstone
- 24 Soapstone
- 25 Silestone
- 26 **United Marble & Tile, Inc.**
- 27 Engineered Stone
- 28 Granite
- 29 Limestone

1 Marble
2 Onyx
3 Porcelain
4 Quartz
5 Quartzite
6 Sandstone
7 Soapstone
8 Serpentine

9 **Universal Granite & Marble, Inc.**

10 Engineered Stone
11 Granite
12 Limestone
13 Marble
14 Onyx
15 Porcelain
16 Quartz
17 Quartzite
18 Sandstone

19 **Verona Quartz, Inc.**

20 Verona Quartz

21 **GENERAL ALLEGATIONS**

22 49. Plaintiff Ignacio Ladino Castillo worked as a fabricator and installer of stone, including
23 Defendants' stone products, from 2000 to 2024 in Pacoima, Los Angeles County, California.

24 50. During his fabrication work, from approximately 2000 through 2024, Plaintiff Ignacio
25 Ladino Castillo cut, ground, drilled, edged, polished, fabricated, and installed Defendants' stone
26 products to become countertops in kitchens and bathrooms. Plaintiff Ignacio Ladino Castillo is
27 informed and believes and thereon alleges that the injuries from which he suffers that are the subject
28 of this action were sustained in the course of his work in California, cutting, fabricating, and/or
installing stone products.

1 reasonably discovered that he had been injured, was suffering from Silicosis, the toxic nature of his
2 injuries, or that Defendants caused the injuries. It was not until May 2024 that Plaintiff Ignacio
3 Ladino Castillo became aware of any appreciable injury.

4 57. Before his diagnosis in May 2024, Plaintiff Ignacio Ladino Castillo, no doctor had ever
5 told Plaintiff Ignacio Ladino Castillo that Defendants caused his lung disease, that he had Silicosis,
6 what was the cause of the lung disease, or that there was a specific cause.

7 58. The first time that Plaintiff Ignacio Ladino Castillo suspected that his Silicosis was
8 related to his work as a fabricator was on or about May 2024, when he was diagnosed with Silicosis.

9 59. At no time did Plaintiff Ignacio Ladino Castillo personally ascertain any ingredients or
10 contaminants of the stone products to which he was exposed in the course of his work that caused
11 his lung disease; Plaintiff Ignacio Ladino Castillo personally remains ignorant of the identity of those
12 hazardous substances to which he was exposed at work that caused his lung disease.

13 60. Additionally, Defendants fraudulently concealed from Plaintiff Ignacio Ladino
14 Castillo the toxic hazards of their stone products, the hazards Plaintiff Ignacio Ladino Castillo was
15 being exposed to, and the fact that Plaintiff Ignacio Ladino Castillo was inhaling toxic particles,
16 including Silica, that cause lung disease.

17 61. Defendants were required to disclose these material facts to Castillo.

18 62. Defendants' concealment was sufficiently complete that Plaintiff Ignacio Ladino
19 Castillo did not know and could not have known about Defendants' culpability or his injuries before
20 May 2024.

HISTORY OF SILICOSIS

21 63. The stone industry, including all Defendants, has known about the health risks of
22 crystalline silica dust for decades.

23 64. In 1937, the United States Department of Labor hosted a National Silicosis
24 Conference, at which several occupations were identified as being at high risk of exposure to silica
25 and resulting lung disease. National Silicosis Conference, Report on Medical Control, U.S.
26 Department of Labor, Bulletin 21, Part 2B (1938).

27 65. Then, in 1996, the Secretary of Labor began a new campaign to raise awareness and
28 encourage safer work practices called "It's Not Just Dust," and initiated a Special Emphasis Program

1 (SEP) on Silicosis to provide guidance to “reduce and eliminate the workplace incidence of silicosis
2 from exposure to crystalline silica.” In addition, OSHA, NIOSH, and the American Lung Association
3 held a conference, “The Campaign to End Silicosis.”

4 66. In 2007, OSHA estimated that more than two million employees are exposed to silica
5 in general industry, construction, and maritime industries. NIOSH acknowledges that an unknown
6 number of the 3.7 million workers in 2002 engaged in agriculture had exposure to silica from dust-
7 generating activities.

8 67. OSHA has created regulations to protect workers in several industries from the known
9 risks of silica exposure.

10 68. Given the long history of silica dangers, the stone products industry and all the named
11 Defendants were aware of the toxic and fibrogenic hazards of their stone products. Given this
12 awareness, they were legally required to warn workers of the hazards and provide instructions on
13 using the products to reduce the risk of silicosis and lung disease.

14 **ARTIFICIAL STONE**

15 69. Artificial stone is manufactured and contains a significantly higher level of silica,
16 making it even more toxic than traditional stone.

17 70. Artificial stone is also called engineered stone, quartz, or synthetic stone.

18 71. Artificial stone is sold in slabs that must be cut into the correct size for installation as
19 bathroom and kitchen countertops.

20 72. Workers fabricate these stone slabs before installation. The jobs include cutting the
21 stone with a saw to make it the right size for the job, making holes in the slab for facets and sinks,
22 grinding the edge of the slab to get a smooth surface, and polishing the stone.

23 73. Studies have found that respirable crystalline silica levels associated with artificial
24 stone fabrication are many times higher than California’s permissible exposure limit (PEL).

25 74. Plaintiff Ignacio Ladino Castillo was responsible for this work and installing the slabs
26 in kitchens and bathrooms around California.

27 75. Since the early 2010s, countries including the United States, Israel, Australia, China,
28 and Spain have linked silicosis diagnoses to individuals who have worked as fabricators with
artificial stone.

1 76. In 2023, researchers from California published a study describing clinical,
2 socioeconomic, and occupational characteristics of patients diagnosed with silicosis associated with
3 engineered stone in California. This case series included reported cases of silicosis associated with
4 the fabrication of engineered stone countertops, as identified by statewide surveillance by the
5 California Department of Public Health (2019-2022). Data analysis was performed from October
6 2022 to March 2023. Patient interviews and medical record abstractions were used to assess
7 occupational exposure to respirable crystalline silica, including duration of work tenure and
8 preventive measures undertaken. Demographics, clinical characteristics, health care utilization, and
9 clinical outcomes were obtained, including vital status, hypoxia, and lung transplant. This case series
10 identified 52 male patients meeting inclusion criteria; the median (IQR) age was 45 (40-49) years,
11 and 51 were Latino immigrants. Ten (19%) were uninsured, and 20 (39%) had restricted-scope Medi-
12 Cal; 25 (48%) presented initially to an emergency department. A delay in diagnosis occurred in 30
13 (58%) patients, most commonly due to alternative initial diagnoses of bacterial pneumonia (9 [30%])
14 or tuberculosis (8 [27%]). At diagnosis, 20 (38%) patients had advanced disease (progressive
15 massive fibrosis) with severely or very severely reduced forced expiratory volume in 1 second in 8
16 (18%) and 5 (11%), respectively. Of the cases, 10 (19%) were fatal; the median age at death was 46
17 years, and 6 patients (12%) were alive with chronic resting hypoxia. Eleven were referred for lung
18 transplant: 3 underwent transplant with 1 fatality; 7 were declined transplant with 6 fatalities; and 1
19 died before listing. Median work tenure was 15 years; 23 (45%) reported use of water suppression
20 for dust mitigation, and 25 (48%) continued to fabricate stone after being diagnosed with silicosis.
21 The researchers concluded silicosis associated with occupational exposure to dust from engineered
22 stone primarily occurred among young Latino immigrant men; many patients presented with severe
23 disease, and some cases were fatal. Fazio JC, et al., “Silicosis Among Immigrant Engineered Stone
(Quartz) Countertop Fabrication Workers in California,” *JAMA Intern. Med.* 2023; 183(9):991-998.

24 77. Given the reported illnesses and deaths resulting from exposure to silica in artificial
25 stone, Australia has banned the import and use of artificial stone.

26 78. California has also created safety regulations to help address the dangers of silica
27 exposure from artificial stone. In December 2023, California’s Occupational Safety and Health
28

1 Standards Board issued an emergency temporary standard to address workers in the stone fabrication
2 industry being exposed to toxic, respirable crystalline silica.

3 **FIRST CAUSE OF ACTION**

4 **(Negligence by Plaintiff Ignacio Ladino Castillo Against All Defendants and Does 1 through**
5 **100)**

6 79. Plaintiff Ignacio Ladino Castillo incorporates by reference all of the foregoing
7 paragraphs of this Complaint.

8 80. As manufacturers, importers, distributors, suppliers, brokers, and/or contractors of
9 stone slab and block products, Defendants owed Plaintiff Ignacio Ladino Castillo a legal duty to
10 exercise due care in manufacturing, importing, producing, supplying, brokering, contracting, and/or
11 distributing stone products to which Plaintiff Ignacio Ladino Castillo was exposed in his work as a
12 countertop fabricator and installer.

13 81. Defendants negligently and carelessly manufactured, imported, produced, sold, tested,
14 failed to test, supplied, contracted, brokered and/or distributed the foregoing stone slab and block
15 products to which Plaintiff Ignacio Ladino Castillo was exposed in his work as a countertop
16 fabricator and installer.

17 82. Defendants failed to adequately warn Plaintiff Ignacio Ladino Castillo of the toxic
18 hazards of their stone slab and block products. They failed to provide adequate instructions to
19 Plaintiff Ignacio Ladino Castillo regarding how to safely use their products to prevent him from
20 developing and suffering from silicosis.

21 83. California law requires that everyone use ordinary care in their activities to prevent
22 injuries from their conduct and omissions.

23 84. At all times herein mentioned, defendants, singularly and jointly, failed to use ordinary
24 care to prevent harm to themselves or to others, negligently acted or failed to act, negligently did
25 something that a reasonably careful person would not do in the same situation, negligently failed to
26 do something that a reasonably careful person would do in the same situation, negligently and
27 carelessly researched or failed to research, manufactured, fabricated, designed, modified, tested or
28 failed to test, warned or failed to warn of the health hazards, labeled or failed to label, assembled,
distributed, bought, offered for sale, supplied, sold, inspected or failed to inspect, marketed,

1 warranted, rebranded, manufactured for others, packaged and advertised, and/or failed to recall the
2 stone products, in that said product proximately caused personal injuries to users, bystanders, family
3 members, and others, including Plaintiff Ignacio Ladino Castillo herein (hereinafter collectively
4 called “exposed persons”), while being used in a manner that was reasonably foreseeable, thereby
5 rendering said substance unsafe and dangerous for use by “exposed persons.”

6 85. Defendants had a duty to exercise due care in the pursuance of the activities mentioned
7 above, and Defendants breached said duty of due care.

8 86. Defendants’ negligence includes failing to undertake appropriate system failure
9 analysis and/or root cause analysis when information about adverse events involving the products
10 became available to the public and/or known to Defendants.

11 87. Defendants’ negligence includes choosing to ignore and/or failing to properly
12 investigate past complaints and/or notices of safety issues and/or defects concerning this category of
13 products.

14 88. Defendants were also negligent in disregarding and ignoring generally accepted
15 principles of hazard control (“design, guard and warn”).

16 89. Consistent with the duty of due care that those who manufacture and supply highly
17 toxic chemical products must exercise, Defendants owed Plaintiff Ignacio Ladino Castillo and others
18 duties of due care consistent with industrial standards of care of responsible chemical manufacturers
19 and suppliers.

20 90. By the mid-1990s, the industrial standard of care among manufacturers and suppliers
21 of highly toxic chemical products, including solid chemical products that emitted toxic, fibrogenic,
22 and carcinogenic dust when fabricated, required such companies to monitor the use of their toxic
23 chemical products by their customers, to assure that their customers were using their products safely
24 and in a manner that would not endanger the health and safety of their employees and other persons
25 exposed to their toxic chemical products, to counsel customers who were observed not to be using
26 their products safely, and to cease selling their products to customers who persisted in using their
27 products unsafely, endangering the health and safety of their employees and others.

28 91. Defendants breached these industrial standards of care by failing to monitor the use of
their toxic stone products by customers, by failing to assure that customers were using their products

1 safely, by failing to counsel customers who were not using their products safely, and by failing to
2 cease selling their products to customers who persisted in using their products unsafely, thereby
3 endangering the health and safety of their employees and others exposed to their products.

4 92. Defendants knew, or should have known, and intended that the products, when used
5 as intended and/or foreseeably misused, resulted in the indiscriminate release of toxic and
6 carcinogenic dust and exposure to “exposed persons,” including Plaintiff Ignacio Ladino Castillo.

7 93. Plaintiff Ignacio Ladino Castillo used or has been otherwise exposed to stone products
8 referred to herein in a reasonably foreseeable manner consistent with the intended use of the product.

9 94. Labor Code § 6390.5 is a health and safety statute enacted to protect, among others,
10 employees in the position of Plaintiff Ignacio Ladino Castillo. It imposes on manufacturers and
11 distributors of any hazardous substance the duty to label each container of a hazardous substance
12 consistent with the Hazard Communication Standard. (8 C.C.R. § 5194).

13 95. The Hazard Communication Standard (8 C.C.R. § 5194) is a health and safety
14 regulation promulgated to protect, among others, employees in the position of Plaintiff Ignacio
15 Ladino Castillo. It imposes on manufacturers, suppliers, brokers, and distributors of chemical
16 products the duty to, among other things:

17 (a) evaluate their products to determine whether they are hazardous [8 C.C.R. §
18 5194(d)(1)];

19 (b) identify and consider the available scientific evidence concerning such hazards [8
20 C.C.R. § 5194(d)(2) et seq.];

21 (c) consider a product containing at least one percent of a component as presenting the
22 same health hazard as that component [8 C.C.R. § 5194(d)(5)(B)];

23 (d) consider as carcinogenic a product containing at least 0.1% of a component
24 determined under 8 C.C.R. § 5194(d)(4) to be a carcinogen [8 C.C.R. § 5194(d)(5)(B)];

25 (e) consider as hazardous a product which contains a component in a concentration of
26 less than one percent which could be released in concentrations which would exceed the
27 established OSHA permissible exposure limit or ACGIH Threshold Limit Value, or could
28 present a health hazard to employees in those concentrations [8 C.C.R. § 5194(d)(5)(D)];

1 (f) consider as carcinogenic a product which contains a component determined under
2 8 C.C.R. § 5194(d)(4) to be carcinogenic in a concentration of less than .1% which could be
3 released in concentrations which would exceed the established OSHA permissible exposure
4 limit or ACGIH Threshold Limit Value, or could present a health hazard to employees in
5 those concentrations [8 C.C.R. § 5194(d)(5)(D)];

6 (g) ensure that each container of hazardous chemicals leaving their facilities is labeled,
7 tagged or marked with the (i) identity of the hazardous chemical(s); (ii) appropriate hazard
8 warnings; and (iii) the name and address of the chemical manufacturer or other responsible
9 party [8 C.C.R. § 5194(f)(1)];

10 (h) obtain or develop a material safety data sheet for each hazardous substance they
11 produced [8 C.C.R. § 5194(g)(1)];

12 (i) include on the material safety data sheet the chemical and common names of each
13 hazardous substance [8 C.C.R. § 5194(g)(2)(A)];

14 (j) include on the material safety data sheet the health hazards of the hazardous
15 substance, including signs and symptoms of exposure, and any medical conditions which are
16 generally recognized as being aggravated by exposure to the substance [8 C.C.R. §
17 5194(g)(2)(D)];

18 (k) include on the material safety data sheet the primary routes of entry [8 C.C.R. §
19 5194(g)(2)(E)];

20 (l) include on the material safety data sheet the OSHA permissible exposure limit,
21 ACGIH Threshold Limit Value, and any other exposure limit used or recommended by
22 defendants [8 C.C.R. § 5194(g)(2)(F)];

23 (m) include on the material safety data sheet whether the hazardous chemical is listed
24 in the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or
25 has been found to be a potential carcinogen in the International Agency for Research on
26 Cancer (IARC) Monographs (latest editions), or by OSHA [8 C.C.R. § 5194(g)(2)(G)];

27 (n) include on the material safety data sheet generally applicable precautions for safe
28 handling and use known to defendants, including appropriate hygienic practices, protective

1 measures during repair and maintenance of contaminated equipment, and procedures for
2 clean-up of spills and leaks [8 C.C.R. § 5194(g)(2)(H)];

3 (o) include on the material safety data sheet generally applicable control measures
4 known to defendants, such as appropriate engineering controls, work practices, or personal
5 protective equipment [8 C.C.R. § 5194(g)(2)(I)];

6 (p) include on the material safety data sheet a description in lay terms, if not otherwise
7 provided, of the specific potential health risks posed by the hazardous substance intended to
8 alert the person reading the information [8 C.C.R. § 5194(g)(2)(M)];

9 (q) ensure that the information contained on material safety data sheets accurately
10 reflects the scientific evidence used in making the hazard determination [8 C.C.R. §
11 5194(g)(5)];

12 (r) update material safety data sheets with newly-discovered significant information
13 regarding the hazards of products and/or their components within three months [8 C.C.R. §
14 5194(g)(5)]; and,

15 (s) ensure that material safety data sheets complying with the Hazard Communication
16 Standard are provided to employers, directly or via a distributor [8 C.C.R. § 5194(g)(6) & (7).

17 96. Defendants are manufacturers, suppliers, importers, producers, brokers, contractors,
18 and/or distributors of stone products to which Plaintiff Ignacio Ladino Castillo was exposed in the
19 course of employment and/or work and were obligated to comply with California Labor Code §
20 6390.5 and the Hazard Communication Standard (8 C.C.R. § 5194).

21 97. Defendants violated California Labor Code § 6390.5 and the Hazard Communication
22 Standard (8 C.C.R. § 5194) in the manufacture, importation, supply, brokering, contracting,
23 production, and distribution of their toxic stone products to which Plaintiff Ignacio Ladino Castillo
24 was so exposed by:

25 (a) failing and refusing to evaluate their products to determine whether toxic chemicals
26 contained in their products presented a health hazard of causing silicosis and lung disease to
27 employees using or exposed to their products [8 C.C.R. § 5194(d)(1)];

28 (b) failing and refusing to identify and consider the available scientific evidence to
determine whether the toxic chemicals contained in their products presented a health hazard

1 of causing silicosis to employees using or exposed to their products [8 C.C.R. § 5194(d)(2) et
2 seq.];

3 (c) failing and refusing to identify their products as presenting a health hazard of
4 causing silicosis even though the toxic chemicals contained in their products presented a
5 health hazard of causing silicosis to employees using or exposed to their products [8 C.C.R.
6 § 5194(d)(5)];

7 (d) failing and refusing to ensure that each container of their products was labeled,
8 tagged or marked to (i) identify the toxic chemicals contained in their products and (ii)
9 appropriately warn that the toxic chemicals contained in their products presented a health
10 hazard of causing silicosis to employees using or exposed to their products [8 C.C.R. §
11 5194(f)(1)];

12 (e) failing and refusing to obtain or develop a material safety data sheet for the toxic
13 chemicals contained in their products [8 C.C.R. § 5194(g)(1)];

14 (f) failing and refusing to include on the material safety data sheet the chemical and
15 common names for the toxic chemicals contained in their products [8 C.C.R. §
16 5194(g)(2)(A)];

17 (g) failing and refusing to include on the material safety data sheet that the toxic
18 chemicals contained in their products presented a health hazard of causing silicosis to
19 employees using or exposed to their products [8 C.C.R. § 5194(g)(2)(D)];

20 (h) failing and refusing to include on the material safety data sheet the primary routes
21 of entry for the toxic chemicals contained in their products in respect of the health hazard of
22 causing silicosis to employees using or exposed to their products [8 C.C.R. § 5194(g)(2)(E)];

23 (i) failing and refusing to include on the material safety data sheet the OSHA
24 permissible exposure limit, ACGIH Threshold Limit Value, and any other exposure limit used
25 or recommended by defendants for the toxic chemicals contained in their products in respect
26 of the health hazard of causing interstitial lung disease to employees using or exposed to their
27 products [8 C.C.R. § 5194(g)(2)(F)];

28 (j) failing and refusing to include on the material safety data sheet whether the toxic
chemicals contained in their products is listed in the National Toxicology Program (NTP)

1 Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen
2 in the International Agency for Research on Cancer (IARC) Monographs (latest editions), or
3 by OSHA [8 C.C.R. § 5194(g)(2)(G)];

4 (k) failing and refusing to include on the material safety data sheet generally applicable
5 precautions for safe handling and use known to Defendants for the toxic chemicals contained
6 in their products in respect of preventing the health hazard of causing silicosis to employees
7 using or exposed to their products [8 C.C.R. § 5194(g)(2)(H)];

8 (l) failing and refusing to include on the material safety data sheet generally applicable
9 control measures known to Defendants for the toxic chemicals contained in their products in
10 respect of preventing the health hazard of causing silicosis to employees using or exposed to
11 their products [8 C.C.R. § 5194(g)(2)(I)];

12 (m) failing and refusing to include on the material safety data sheet or otherwise the
13 specific potential health risks posed by the toxic chemicals contained in their products in
14 respect of causing silicosis to employees using or exposed to their products [8 C.C.R. §
15 5194(g)(2)(M)];

16 (n) failing and refusing to ensure that the information contained on material safety data
17 sheets accurately reflects the scientific evidence of the health risks posed by the toxic
18 chemicals contained in their products in respect of causing silicosis to employees using or
19 exposed to their products [8 C.C.R. § 5194(g)(5)];

20 (o) failing and refusing to update material safety data sheets with newly-discovered
21 significant information regarding the hazards of the toxic chemicals contained in their
22 products in respect of causing silicosis to employees using or exposed to their products [8
23 C.C.R. § 5194(g)(5)];

24 (p) failing and refusing to ensure that material safety data sheets complying with the
25 Hazard Communication Standard (including specifying the potential health risks posed by the
26 toxic chemicals contained in their products in respect of causing silicosis to employees using
27 or exposed to their products) were provided to Plaintiff Ignacio Ladino Castillo's employers,
28 directly or via a distributor. [8 C.C.R. § 5194(g)(6) & (7)]

1 98. Plaintiff Ignacio Ladino Castillo was exposed to each of Defendants' products,
2 including those products manufactured, distributed, contracted, brokered, and supplied by Doe
3 Defendants as alleged above, and to silica, metals, and other toxins contained therein and released
4 therefrom as alleged above.

5 99. Plaintiff Ignacio Ladino Castillo is a member of the class of persons designed to be
6 protected by Labor Code § 6390.5 and the Hazard Communication Standard (8 C.C.R. § 5194).

7 100. As a result of Plaintiff Ignacio Ladino Castillo's exposure to each of Defendants'
8 stone products, silica, metals and other toxins entered Plaintiff's body and caused Plaintiff Ignacio
9 Ladino Castillo to suffer from specific illnesses, including silicosis and related medical conditions,
10 as outlined herein.

11 101. Each Defendants' stone products contained silica and toxic metals that entered
12 Plaintiff Ignacio Ladino Castillo's body and were a substantial factor in causing, prolonging, and
13 aggravating his silicosis and his related and consequential injuries.

14 102. As a direct and proximate result of Defendants' negligence as alleged herein, Plaintiff
15 Ignacio Ladino Castillo suffers from silicosis and related injuries as outlined herein.

16 103. As a direct and proximate result of the conduct or omissions of the defendants, as
17 aforesaid, Plaintiff Ignacio Ladino Castillo's exposure caused severe and permanent injury, damage,
18 loss, or harm to the Plaintiff Ignacio Ladino Castillo, all to his general damage in a sum over the
19 jurisdictional limits of a limited civil case. This action is an Unlimited Civil Case as defined in Code
20 of Civil Procedure § 88.

21 104. As a direct and proximate result of said negligent acts and omissions of Defendants,
22 Plaintiff Ignacio Ladino Castillo has been required to spend money and/or incur obligations for
23 medical and related expenses and will incur in the future, in an amount that is more than the
24 jurisdictional minimum of the Court, and he has been unable to attend to his usual work and activities.

25 105. As a direct and proximate result of the defective warnings and use instructions of
26 Defendants' stone products, the need for future medical monitoring is reasonably certain. Plaintiff
27 Ignacio Ladino Castillo will suffer loss for the cost of future medical monitoring in a sum to be
28 established according to proof.

1 106. As a further direct and proximate result of the negligent acts and omissions of
2 defendants resulting in his severe toxic injuries, Plaintiff Ignacio Ladino Castillo has suffered lost
3 income, wages, profits, commissions, diminishment of earning potential, loss of earning capacity,
4 loss of the ability to provide household services, and other pecuniary losses, and will continue to
5 suffer such future losses, all to Plaintiff Ignacio Ladino Castillo's damage in a sum to be established
6 according to proof.

7 107. As a further direct and proximate result of the negligent acts and omissions of
8 Defendants, Plaintiff Ignacio Ladino Castillo has suffered past and will likely continue to suffer
9 future physical pain, mental suffering, diminished quality of life, loss of enjoyment of life,
10 disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation, emotional distress,
11 fear of developing cancer or other serious illness, fear of death, and other damages.

12 108. In their negligent conduct in exposing Plaintiff Ignacio Ladino Castillo to their toxic
13 and fibrogenic products, Defendants consciously disregarded Plaintiff Ignacio Ladino Castillo's
14 safety despite knowledge of the probable dangerous consequences of their products, and willfully
15 and deliberately failed to avoid said dangerous consequences befalling Plaintiff Ignacio Ladino
16 Castillo. Defendants were either aware of, or culpably indifferent to, unnecessary risks of injury to
17 Plaintiff Ignacio Ladino Castillo and failed and refused to take steps to eliminate or adequately
18 reduce the risk of said dangerous consequences to Plaintiff Ignacio Ladino Castillo. Defendants
19 concealed known toxic hazards of their stone products from Plaintiff Ignacio Ladino Castillo,
20 specifically by failing to warn Plaintiff Ignacio Ladino Castillo of adverse toxic effects of their stone
21 products, and such hazards were known by and such concealment was ratified by the corporate
22 officers and managers of each of the Defendants. Defendants consciously decided to market their
23 stone products with knowledge of their harmful effects and without remedying the toxic effects of
24 their stone products, and such marketing, despite knowledge of the foregoing toxic hazards of
25 Defendants' products, was ratified by the corporate officers and managers of each of the Defendants.
26 Defendants also misrepresented the nature of their stone products by withholding information from
27 Plaintiff Ignacio Ladino Castillo regarding toxic and fibrogenic chemicals, including silica and
28 metals, released from their products during their anticipated or reasonably foreseeable uses, and such

1 misrepresentation and withholding of information was ratified by the corporate officers and
2 managers of each of the Defendants.

3 109. Defendants' conduct in exposing Plaintiff Ignacio Ladino Castillo to said toxic and
4 fibrogenic stone products was despicable, malicious, oppressive, and perpetrated in conscious
5 disregard of the rights and safety of Plaintiff Ignacio Ladino Castillo, entitling him to punitive and
6 exemplary damages.

7 **SECOND CAUSE OF ACTION**

8 **(Products Liability – Failure to Warn – by Plaintiff Ignacio Ladino Castillo Against All**
9 **Defendants and Does 1 through 100)**

10 110. Plaintiff Ignacio Ladino Castillo incorporates by reference all of the foregoing
11 paragraphs of this Complaint.

12 111. At all times mentioned herein, Defendants were the manufacturers, importers,
13 producers, suppliers, contractors, brokers, and/or distributors of inherently hazardous stone slab and
14 block products to which Plaintiff Ignacio Ladino Castillo was exposed in fabricating and installing
15 stone countertops.

16 112. The stone products which Defendants manufactured, imported, produced, contracted,
17 supplied, brokered and distributed, and to which Plaintiff Ignacio Ladino Castillo was exposed, were
18 defective, because they lacked warnings adequate to apprise Plaintiff Ignacio Ladino Castillo of their
19 toxic hazards and their serious effects on the human body, and they lacked instructions for handling
20 and use adequate to prevent exposure to Plaintiff Ignacio Ladino Castillo causing serious injury and
21 disease, including silicosis and other disease as set forth herein.

22 113. Plaintiff Ignacio Ladino Castillo was occupationally exposed to all of Defendants'
23 toxic stone products.

24 114. Each toxic stone product to which Plaintiff Ignacio Ladino Castillo was exposed was
25 manufactured, distributed, contracted, brokered and/or supplied by Defendants, including the Doe
26 Defendants.

27 115. From his use of the foregoing toxic stone products, Plaintiff Ignacio Ladino Castillo
28 was exposed to Defendants' toxic stone products, including artificial stone products, as well as
natural stone products, including granite, marble, and other natural stone products.

1 116. Each toxic stone product to which Plaintiff Ignacio Ladino Castillo was exposed was
2 manufactured, contracted, brokered, and/or supplied by Defendants.

3 117. As a result of Plaintiff Ignacio Ladino Castillo's exposure to the foregoing toxic stone
4 products, silica, metals, and other toxins within said stone products entered Plaintiff Ignacio Ladino
5 Castillo's body.

6 118. Plaintiff Ignacio Ladino Castillo suffers from a specific illnesses, including silicosis as
7 well as other related and consequential injuries as set forth herein.

8 119. Each of the foregoing toxic stone products caused Plaintiff Ignacio Ladino Castillo's
9 silicosis and his related and consequential injuries as set forth herein.

10 120. Each toxin, including silica and metals, that entered Plaintiff Ignacio Ladino Castillo's
11 body was a substantial factor in bringing about, prolonging, and aggravating Plaintiff Ignacio Ladino
12 Castillo's silicosis and his related and consequential injuries.

13 121. As a direct and proximate result of the defective warnings and use instructions of
14 Defendants' stone products, Plaintiff Ignacio Ladino Castillo suffers from silicosis and other related
15 and consequential medical conditions.

16 122. As a direct and proximate result of the defective warnings and use instructions of
17 Defendants' stone products, Plaintiff Ignacio Ladino Castillo has been and will be required to expend
18 money and incur obligations for medical and related expenses in an amount not yet determined but
19 which is well more than the jurisdictional minimum of the Court, and Plaintiff Ignacio Ladino
20 Castillo has been unable to attend to his usual work and activities.

21 123. As a direct and proximate result of the defective warnings and use instructions of
22 Defendants' stone products, the need for future medical monitoring is reasonably certain. Plaintiff
23 Ignacio Ladino Castillo will suffer loss for the cost of future medical monitoring in a sum to be
24 established according to proof.

25 124. As a further direct and proximate result of the defective warnings and use instructions
26 of Defendants' stone products, Plaintiff Ignacio Ladino Castillo has suffered lost income and will
27 continue to suffer loss of future income, loss of the ability to provide household services, support
28 and maintenance, and lost earning capacity, all to Plaintiff Ignacio Ladino Castillo's damage in a
sum to be established according to proof.

1 125. As a further direct and proximate result of defective warnings and use instructions of
2 Defendants' chemical products, Plaintiff Ignacio Ladino Castillo has suffered past and will likely
3 continue to suffer future physical pain, mental suffering, diminished quality of life, loss of enjoyment
4 of life, disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation, emotional
5 distress, fear of developing cancer or other serious illness, fear of death, and other damages.

6 126. As a further direct and proximate result of defective warnings and use instructions of
7 Defendants' chemical products, Plaintiff Ignacio Ladino Castillo has suffered and will continue to
8 suffer general damages, according to proof at trial.

9 127. In exposing Plaintiff Ignacio Ladino Castillo to said toxic and fibrogenic stone
10 products, Defendants failed to warn Plaintiff Ignacio Ladino Castillo of known dangers, consciously
11 disregarded Plaintiff Ignacio Ladino Castillo's safety despite knowledge of the probable dangerous
12 consequences of their products, and willfully and deliberately failed to avoid said dangerous
13 consequences befalling Plaintiff Ignacio Ladino Castillo. Defendants were either aware of, or
14 culpably indifferent to, unnecessary risks of injury to Plaintiff Ignacio Ladino Castillo and failed and
15 refused to take steps to eliminate or adequately reduce the risk of said dangerous consequences to
16 Plaintiff Ignacio Ladino Castillo. Defendants concealed known hazards of their stone products from
17 Plaintiff Ignacio Ladino Castillo, specifically by failing to warn Plaintiff Ignacio Ladino Castillo of
18 adverse toxic effects of their stone products, and such hazards were known by and such concealment
19 was ratified by the corporate officers and managers of each of the Defendants.

20 128. Defendants consciously decided to market their stone products with knowledge of their
21 harmful effects, without remedying the toxic effects of their stone products, and without providing
22 use instructions adequate to prevent silicosis, despite knowledge of the foregoing toxic hazards of
23 Defendants' products was ratified by the corporate officers and managers of each of the Defendants.
24 Defendants also misrepresented the nature of their stone products, by withholding information from
25 Plaintiff Ignacio Ladino Castillo regarding toxic and fibrogenic chemicals released from their
26 products during their anticipated or reasonably foreseeable uses, and such misrepresentation and
27 withholding of information was ratified by the corporate officers and managers of each of the
28 Defendants.

1 129. Defendants' conduct in exposing Plaintiff Ignacio Ladino Castillo to said toxic and
2 fibrogenic stone products without adequate warnings of their toxic hazards and without adequate
3 instructions for safe handling and use of their toxic and lethal products was despicable, malicious,
4 oppressive, and perpetrated in conscious disregard of the rights and safety of Plaintiff Ignacio Ladino
5 Castillo, entitling him to punitive and exemplary damages.

6 **THIRD CAUSE OF ACTION**

7 **(Products Liability – Design Defect – by Plaintiff Ignacio Ladino Castillo Against All**
8 **Defendants and**
9 **Does 1 through 100)**

10 130. Plaintiff Ignacio Ladino Castillo incorporates by reference all of the foregoing
11 paragraphs of this Complaint.

12 131. At all times mentioned herein, Defendants were the manufacturers, importers,
13 suppliers, producers, brokers, contractors, and/or distributors of stone slab and block products to
14 which Plaintiff Ignacio Ladino Castillo was exposed in the course of his work as a countertop
15 fabricator and/or installer. Defendants defectively designed stone slab and block product and failed
16 to adequately warn of potential safety hazards of such products.

17 132. Defendants' stone products were defective in their design because they did not perform
18 as safely as an ordinary consumer and/or worker would expect when used or misused in an intended
19 or reasonably foreseeable way.

20 133. Defendants' stone products were defective in their design because they failed to
21 perform as safely as an ordinary user would expect when used in an intended or reasonably
22 foreseeable manner. The risks inherent in said design outweighed the benefits.

23 134. Defendants knew and intended that their products would be used without inspection
24 for defects and without knowledge of the hazards involved in such use. Said products were defective
25 and unsafe for their intended purpose because exposure to stone dust causes serious disease and
26 death.

27 135. Said design defects existed in Defendants' stone products when said stone products
28 left Defendants' possession.

1 136. Said products did, in fact, cause personal injuries, including to Plaintiff Ignacio Ladino
2 Castillo as set forth herein, while being used in a reasonably foreseeable manner, thereby rendering
3 the same defective, unsafe and dangerous for use. Moreover, said products failed to be designed, as
4 required by California law, to account for foreseeable risks, even if they arise from the conduct of
5 others. (*Collins v. Navistar, Inc.* (2013) 214 Cal.App.4th 1486, 1511.) “Exposed persons” did not
6 know of the substantial danger of using said products. Said dangers were not readily recognizable
7 by “exposed persons.”

8 137. As a direct and proximate result of said design defects, while using Defendants’ stone
9 products in a manner that was reasonably foreseeable and intended by Defendants, Plaintiff Ignacio
10 Ladino Castillo was exposed to said stone products in the course of his work and has suffered serious
11 injuries and disease, including silicosis and other related and consequential medical conditions as set
12 forth herein.

13 138. Each toxic stone product to which Plaintiff Ignacio Ladino Castillo was exposed was
14 manufactured, contracted, brokered, and/or supplied by Defendants, including the Doe Defendants.

15 139. As a result of Plaintiff Ignacio Ladino Castillo’s exposure to Defendants’ stone
16 products, silica, metals, and other toxins within said stone products entered Plaintiff Ignacio Ladino
17 Castillo’s body.

18 140. Plaintiff Ignacio Ladino Castillo suffers from specific illnesses, including silicosis and
19 other related and consequential medical conditions as set forth herein.

20 141. Each of Defendants’ stone products caused Plaintiff Ignacio Ladino Castillo’s silicosis
21 and other related and consequential injuries.

22 142. Each toxin, including silica and metals, that entered Plaintiff Ignacio Ladino Castillo’s
23 body was a substantial factor in bringing about, prolonging, and aggravating Plaintiff Ignacio Ladino
24 Castillo’s silicosis and related and consequential injuries.

25 143. As a direct and proximate result of the defective design of Defendants’ stone products,
26 Plaintiff Ignacio Ladino Castillo suffers from silicosis and other related and consequential medical
27 conditions as set forth herein.

28 144. As a direct and proximate result of the defective design of Defendants’ stone products,
as aforesaid, Plaintiff Ignacio Ladino Castillo’s exposure caused severe and permanent injury,

1 damage, loss, or harm to Plaintiff Ignacio Ladino Castillo, all to his general damage in a sum over
2 the jurisdictional limits of a limited civil case. This action is an Unlimited Civil Case as defined in
3 Code of Civil Procedure § 88.

4 145. As a direct and proximate result of the defective design of Defendants' stone products,
5 Plaintiff Ignacio Ladino Castillo has been required to spend money and/or incur obligations for
6 medical and related expenses, and will incur in the future, in an amount which is more than the
7 jurisdictional minimum of the Court, and he has been unable to attend to his usual work and activities.

8 146. As a direct and proximate result of the defective warnings and use instructions of
9 Defendants' stone products, the need for future medical monitoring is reasonably certain. Plaintiff
10 Ignacio Ladino Castillo will suffer loss for the cost of future medical monitoring in a sum to be
11 established according to proof.

12 147. As a direct and proximate result of the defective design of Defendants' stone products,
13 resulting in his severe toxic injuries, Plaintiff Ignacio Ladino Castillo has suffered lost income,
14 wages, profits, commissions, diminishment of earning potential, loss of earning capacity, loss of the
15 ability to provide household services, and other pecuniary losses, and will continue to suffer such
16 future losses, all to Plaintiff Ignacio Ladino Castillo's damage in a sum to be established according
17 to proof.

18 148. As a direct and proximate result of the defective design of Defendants' stone products,
19 Plaintiff Ignacio Ladino Castillo has suffered past and will likely continue to suffer future physical
20 pain, mental suffering, diminished quality of life, loss of enjoyment of life, disfigurement, physical
21 impairment, inconvenience, grief, anxiety, humiliation, emotional distress, fear of developing cancer
22 or other serious illness, fear of death, and other damages.

23 149. In exposing Plaintiff Ignacio Ladino Castillo to their toxic and fibrogenic stone
24 products, Defendants failed to warn Plaintiff Ignacio Ladino Castillo of known dangers, consciously
25 disregarded Plaintiff Ignacio Ladino Castillo's safety despite knowledge of the probable dangerous
26 consequences of their products, and willfully and deliberately failed to avoid said dangerous
27 consequences befalling Plaintiff Ignacio Ladino Castillo. Defendants were either aware of, or
28 culpably indifferent to, unnecessary risks of injury to Plaintiff Ignacio Ladino Castillo and failed and
refused to take steps to eliminate or adequately reduce the risk of said dangerous consequences to

1 Plaintiff Ignacio Ladino Castillo. Defendants concealed known toxic hazards of their stone products
2 from Plaintiff Ignacio Ladino Castillo, specifically by failing to warn Plaintiff Ignacio Ladino
3 Castillo of adverse toxic effects of their stone products, and such hazards were known by and such
4 concealment was ratified by the corporate officers and managers of each of the Defendants.

5 150. Defendants consciously decided to market their stone products with knowledge of their
6 harmful effects and without remedying the toxic effects of their stone products, and such marketing,
7 despite knowledge of the foregoing toxic hazards of Defendants' products, was ratified by the
8 corporate officers and managers of each of the Defendants.

9 151. Defendants also misrepresented the nature of their stone products by withholding
10 information from Plaintiff Ignacio Ladino Castillo regarding toxic and fibrogenic chemicals,
11 including silica and metals, released from their products during their anticipated or reasonably
12 foreseeable uses, and each of the Defendants' corporate officers and managers ratified such
13 misrepresentation and withholding of information.

14 152. Defendants' conduct in exposing Plaintiff Ignacio Ladino Castillo to said toxic and
15 fibrogenic stone products without adequate warnings of their toxic hazards and without adequate
16 instructions for safe handling and use to prevent disabling lung disease was despicable, malicious,
17 oppressive, and perpetrated in conscious disregard of the rights and safety of Plaintiff Ignacio Ladino
18 Castillo, entitling Plaintiff Ignacio Ladino Castillo to punitive damages.

19 **FOURTH CAUSE OF ACTION**

20 **(Fraudulent Concealment – by Plaintiff Ignacio Ladino Castillo Against All Defendants and**
21 **Does 1 through 100)**

22 153. Plaintiff Ignacio Ladino Castillo incorporates by reference all of the foregoing
23 paragraphs of this Complaint.

24 154. Per *Tenet Healthsystem Desert, Inc. v. Blue Cross of California* (2016) 245
25 Cal.App.4th 821, 838:

26 Less specificity is required of a complaint when it appears from the nature of the
27 allegations that the defendant must necessarily possess full information concerning the
28 facts of the controversy; even under the strict rules of common law pleading, one of

1 the canons was that less particularity is required when the facts lie more in the
2 knowledge of the opposite party.

3 155. Per *Jones v. ConocoPhillips* (2011) 198 Cal.App.4th 1187, the Second Appellate
4 district held that allegations of fraudulent concealment far less than what are stated herein are
5 sufficient to state a cause of action for fraudulent concealment.

6 156. The question of which corporate officer was responsible for the alleged concealment,
7 or ought to have been responsible for disclosure, is a fact which “lie[s] more in the knowledge” of
8 Defendants, and thus need not be pleaded with specificity. *Id.* As the *Jones* court wrote, beginning
9 on pages 1198-1200 of the court’s decision (emphasis added):

10 Not every fraud arises from an affirmative misstatement of material fact. ‘The principle
11 is fundamental that “[deceit] may be negative as well as affirmative; it may consist of
12 suppression of that which it is one’s duty to declare as well as of the declaration of that
13 which is false.” [Citations.] Thus section 1709 of the Civil Code provides: “One who
14 wilfully deceives another with intent to induce him to alter his position to his injury or
15 risk, is liable for any damage which he thereby suffers.” Section 1710 of the Civil Code
16 in relevant part provides: “A deceit, within the meaning of the last section, is either: ...
17 3. The suppression of a fact, by one who is bound to disclose it, or who gives
18 information of other facts which are likely to mislead for want of communication of
19 that fact...”” (*Lovejoy v. AT&T Corp.* (2001) 92 Cal.App.4th 85,95, 111 Cal.Rptr.2d
20 711.) “[T]he elements of a cause of action for fraud based on concealment are:
21 ““(1) the defendant must have concealed or suppressed a material fact, (2) the
22 defendant must have been under a duty to disclose the fact to the plaintiff, (3) the
23 defendant must have intentionally concealed or suppressed the fact with the
24 intent to defraud the plaintiff, (4) the plaintiff must have been unaware of the fact
25 and would not have acted as he did if he had known of the concealed or suppressed
26 fact, and (5) as a result of the concealment or suppression of the fact, the plaintiff
27 must have sustained damage.”” (*Kaldenbach v. Mutual of Omaha Life Ins. Co.*
28 (2009) 178 Cal.App.4th 830, 850, 100 Cal.Rptr.3d 637.).

1 The Joneses respond that, “[g]enerally speaking, manufacturers have a duty to warn
2 consumers about the hazards inherent in their products. [Citation.] The requirement’s
3 purpose is to inform consumers about a product’s hazards and faults of which they are
4 unaware, so that they can refrain from using the product altogether or evade the danger
5 by careful use.” (*Johnson v. American Standard, Inc.* (2008) 43 Cal.4th 56, 64-65, 74
6 Cal.Rptr.3d 108, 179 P.3d 905, citing *Anderson v. Owens-Corning Fiberglas Corp.*
7 (1991) 53 Cal.3d 987, 1003, 281 Cal.Rptr. 528, 810 P.2d 549; accord, *Pannu v. Land*
8 *Rover North America, Inc.* (2011) 191 Cal.App.4th 1298, 1316, 120 Cal.Rptr.3d 605.)
9 Thus, the Joneses argue, defendants owed a duty to share information about the toxicity
10 of their products with those who could be expected to use those products, namely
11 employees like Carlos, and they as plaintiffs should be permitted to explore the extent
12 of defendants’ knowledge of these hazards in discovery without first identifying
13 specific acts by defendants, precisely because defendants alone know when they
14 became aware of the particular hazards associated with their products. Requiring
15 specificity at this juncture, they assert, is neither realistic nor mandated by case law.
16 As one court has aptly observed, “it is harder to apply [the requirement of specificity]
17 to a case of simple nondisclosure. ‘How does one show “how” and “by what means”
18 something didn’t happen, or “when” it never happened, or “where” it never
19 happened?’” (*Alfaro v. Community Housing Improvement System & Planning Assn.,*
20 *Inc.* (2009) 171 Cal.App.4th 1356, 1384, 124 Cal.Rptr.3d 271 (Alfaro); see also
21 *Committee on Children’s Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d
22 197,217, 197 Cal.Rptr. 783, 673 P.2d 660 [“ ‘[e]ven under the strict rules of common
23 law pleading, one of the canons was that less particularity is required when the facts
24 lie more in the knowledge of the opposite party ...’”].)
25 These principles are equally pertinent to the scope of defendants’ duty to disclose.
26 Although, typically, a duty to disclose arises when a defendant owes a fiduciary duty
27 to a plaintiff (see, e.g., *Goodman v. Kennedy* (1976) 18 Cal.3d 335, 346-347, 134
28 Cal.Rptr. 375, 556 P.2d 737), a duty to disclose may also arise when a defendant
possesses or exerts control over material facts not readily available to the plaintiff.

1 (See, e.g., *Magpali v. Farmers Group, Inc.* (1996) 48 Cal.App.4th 471,482, 55
2 Cal.Rptr.2d 225 [“[t]he duty to disclose may arise without any confidential
3 relationship where the defendant alone has knowledge of material facts which are not
4 accessible to the plaintiff”].) In *LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 60
5 Cal.Rptr.2d 539, a decision relied upon by defendants, each of the circumstances cited
6 by the court in which a duty to disclose may exist absent the presence of a fiduciary
7 relationship concerns the defendant’s exertion of control over material facts that were
8 not disclosed to the plaintiff, that is, “when the defendant ha[s] exclusive knowledge
9 of material facts not known to the plaintiff”; “when the defendant actively conceals a
10 material fact from the plaintiff”; or “when the defendant makes partial representations
11 but also suppresses some material facts.” (*Id.* at p. 336, 60 Cal.Rptr.2d 539.)

12 Here, the amended complaint alleges defendants were “aware of the toxic nature of
13 their products” and “owed a duty to disclose the toxic properties of their products to
14 [Carlos] because [they] alone had knowledge of material facts, to wit the toxic
15 properties of their products, which were not available to [Carlos].” It also alleges
16 defendants owed a duty to disclose because they “made representations regarding their
17 products, but failed to disclose additional facts which materially qualify the facts
18 disclosed, and/or which rendered the disclosures made likely to mislead [Carlos].”
19 These conclusory allegations are supplemented with respect to the single compound,
20 DMF. The Joneses cite studies published as early as 1969 attesting to DMF’s toxicity,
21 several years before Carlos began working at Goodyear where he was exposed to the
22 Dow product containing DMF.

23 At a minimum, the amended complaint states a viable claim for fraudulent concealment
24 against Dow Chemical, the manufacturer of the product Polymide 2080-D/DHV,
25 which allegedly contained DMF. The Joneses have alleged DMF was known to be
26 hazardous as early as 1969, and Dow Chemical concealed the toxic properties of their
27 product, which Carlos would not have used had he been fully advised of its toxicity....

28 On balance, we conclude the amended complaint does provide adequate notice to the
remaining defendants of the material facts they allegedly concealed from Carlos. Based

1 upon the existing allegations, each defendant has received notice of the particular
2 product it made that was used at the Goodyear and Upjohn plants at which Carlos
3 worked. The pleading further alleges these products “contained significant
4 concentrations of organic solvents ... and other toxic chemicals” and “[t]he toxicity of
5 various organic solvents to the liver and kidney has long been recognized.” Each
6 defendant is therefore on notice that it allegedly concealed or failed to disclose the
7 toxic properties of the product it sold to Goodyear and Upjohn during the course of
8 Carlos’s employment. Although sparse, nothing more is required at this early stage of
9 the litigation.

10 157. At all times mentioned herein, Defendants were the manufacturers, suppliers,
11 contractors, brokers, importers, producers and/or distributors of stone products which Plaintiff
12 Ignacio Ladino Castillo used and to which he was exposed in his work as a countertop cutter,
13 fabricator and/or installer.

14 158. Defendants’ stone products are toxic and fibrogenic to the human lungs.

15 159. Before Plaintiff Ignacio Ladino Castillo’s exposure to Defendants’ stone products,
16 Defendants were aware of the toxic and fibrogenic nature of their stone products and that exposure
17 to them causes silicosis.

18 160. Under the Hazard Communication Standard, Defendants were under a legal duty to
19 disclose by labels to Plaintiff Ignacio Ladino Castillo and by Safety Data Sheets to his employers
20 both the toxic and fibrogenic properties of their products and use instructions that were adequate to
21 prevent silicosis.

22 161. Under California common law, Defendants were legally obliged to fully disclose their
23 products' toxic and fibrogenic properties directly to Plaintiff Ignacio Ladino Castillo.

24 162. Defendants also owed a duty to disclose the toxic hazards of their stone products to
25 Plaintiff Ignacio Ladino Castillo because Defendants alone knew material facts, to wit the toxic
26 properties of their products, which were not accessible to Plaintiff Ignacio Ladino Castillo.

27 163. Defendants also owed a duty to disclose the toxic hazards of their stone products to
28 Plaintiff Ignacio Ladino Castillo because Defendants made representations regarding their

1 products but failed to disclose additional facts that materially qualify the facts disclosed and/or which
2 rendered the disclosures made likely to mislead Plaintiff Ignacio Ladino Castillo.

3 164. Defendants also owed a duty to disclose the toxic hazards of their stone products to
4 Plaintiff Ignacio Ladino Castillo because a transactional relationship existed between Plaintiff
5 Ignacio Ladino Castillo and Defendants inasmuch as Plaintiff Ignacio Ladino Castillo purchased
6 and/or received toxic stone products from Defendants.

7 165. Notwithstanding their knowledge of the toxic and fibrogenic hazards of their stone
8 products, at all material times hereto, Defendants concealed said toxic hazards from Plaintiff Ignacio
9 Ladino Castillo so that he would use Defendants' stone products in his work.

10 166. Before Plaintiff Ignacio Ladino Castillo's exposure to Defendants' stone slab and
11 block products, Defendants were aware that their artificial stone products contained extremely high
12 concentrations of crystalline silica (approximately 95%), which produced extremely high levels of
13 respirable crystalline silica in their ordinary and expected use, when fabricators and/or installers
14 fabricate, cut, grind, drill, edge, and/or polish the products, so their products presented extreme
15 hazards and risks to the health of exposed workers, in comparison with natural stone products such
16 as granite (which contains about 35% crystalline silica) and marble (which only contains about 5%
17 crystalline silica).

18 167. Before Plaintiff Ignacio Ladino Castillo's exposure to Defendants' stone products,
19 Defendants were aware that commonly used and recommended protective measures (e.g., wet
20 processing methods and air purifying respirators) were inadequate to prevent fabricators and
21 installers from getting silicosis.

22 168. Before Plaintiff Ignacio Ladino Castillo's exposure to Defendants' stone products,
23 Defendants were aware that Plaintiff Ignacio Ladino Castillo's employer lacked knowledge of the
24 extreme toxic hazards of Defendants' stone products and that Plaintiff Ignacio Ladino Castillo's
25 employers were unaware of the extreme protective measures that are necessary to prevent fabricators
26 and installers from getting silicosis from exposure to Defendants' stone products.

27 169. At all times before Plaintiff Ignacio Ladino Castillo's exposure to Defendants' stone
28 products, Defendants nevertheless concealed from Plaintiff Ignacio Ladino Castillo and his

1 employers the extreme protective measures necessary to prevent fabricators and installers from
2 getting silicosis from exposure to Defendants' stone products.

3 170. At all times before Plaintiff Ignacio Ladino Castillo's exposure to Defendants' stone
4 products, Defendants failed to check and monitor the use of Defendants' stone products to determine
5 whether Plaintiff Ignacio Ladino Castillo's employers were using the products in such a manner so
6 as not to endanger the health and safety of their employees, or whether Plaintiff Ignacio Ladino
7 Castillo's employers were endangering the health and safety of their employees by using Defendants'
8 products in such a manner as would cause silicosis, other diseases, and death.

9 171. At all times before Plaintiff Ignacio Ladino Castillo's exposure to Defendants' stone
10 products, Defendants failed to cease selling their toxic and lethal stone products to Plaintiff Ignacio
11 Ladino Castillo's employers who, even with best efforts and intentions, were incapable of using
12 Defendants' stone products safely, were incapable of protecting fabricators and installers from the
13 respiratory and lethal hazards of Defendants' stone products, and, although they attempted to use
14 Defendants' stone products as directed and intended, were nevertheless endangering the health and
15 safety of their employees by exposing them to the toxic and lethal hazards of Defendants' stone
16 products.

17 172. Notwithstanding their knowledge of the carcinogenic, toxic, and fibrogenic hazards of
18 their stone products, at all material times hereto, Defendants concealed said hazards from Plaintiff
19 Ignacio Ladino Castillo so he would use Defendants' stone products in his work.

20 173. Plaintiff Ignacio Ladino Castillo was unaware of the toxic and fibrogenic of
21 Defendants' products and would not have acted as he did had he known of said hazards.

22 174. Defendants had a duty to disclose the toxic hazards of their products to Plaintiff Ignacio
23 Ladino Castillo's employers; Defendants concealed significant health hazards from Plaintiff Ignacio
24 Ladino Castillo; Defendants intended that Plaintiff Ignacio Ladino Castillo use their products; and
25 therefore intended and had reason to expect that their concealment of toxic hazards and health risks
26 would be acted on by Plaintiff Ignacio Ladino Castillo who otherwise would not have used
27 Defendants' stone products. In using Defendants' stone products, Plaintiff Ignacio Ladino Castillo
28 acted in justifiable reliance that Defendants had not concealed material facts of the toxic hazards of
their stone products.

1 175. As a direct and proximate result of Defendants' fraudulent concealment of the toxic
2 and fibrogenic hazards of their stone products, Plaintiff Ignacio Ladino Castillo was exposed to
3 Defendants' stone products in the course of his work as a countertop fabricator and installer, and he
4 has sustained serious injuries and disease, including silicosis, and other conditions.

5 176. Each toxic stone product to which Plaintiff Ignacio Ladino Castillo was exposed was
6 manufactured, distributed, contracted, brokered and/or supplied by Defendants, including the Doe
7 Defendants.

8 177. As a result of Plaintiff Ignacio Ladino Castillo's exposure to Defendants' toxic stone
9 products, toxins, including silica, metals, and other toxic substances, within said stone products
10 entered Plaintiff Ignacio Ladino Castillo's body.

11 178. Plaintiff Ignacio Ladino Castillo suffers from specific illnesses, including silicosis and
12 other related and consequential medical conditions as set forth herein.

13 179. Each of the foregoing toxic stone products caused Plaintiff Ignacio Ladino Castillo's
14 silicosis as well as his other related and consequential injuries as set forth herein.

15 180. Each toxin, including silica and every metal, that entered Plaintiff Ignacio Ladino
16 Castillo's body was a substantial factor in bringing about, prolonging, and aggravating Plaintiff
17 Ignacio Ladino Castillo's silicosis, and related and consequential injuries as set forth herein.

18 181. As a direct and proximate result of Defendants' fraudulent concealment of the toxic
19 hazards of their stone products, Plaintiff Ignacio Ladino Castillo suffers from silicosis and other
20 related and consequential medical conditions as set forth herein.

21 182. As a direct and proximate result of Defendants' fraudulent concealment of the toxic
22 hazards of their stone products, Plaintiff Ignacio Ladino Castillo has been and will in the future be
23 required to expend money and incur obligations for medical and related expenses in an amount not
24 yet determined but which is well more than the jurisdictional minimum of the Court, and Plaintiff
25 Ignacio Ladino Castillo has been unable to attend to his usual work and activities.

26 183. As a direct and proximate result of the defective warnings and use instructions of
27 Defendants' stone products, the need for future medical monitoring is reasonably certain, and
28 Plaintiff Ignacio Ladino Castillo will suffer loss for the cost of future medical monitoring in a sum
to be established according to proof.

1 184. As a further direct and proximate result of Defendants' fraudulent concealment of the
2 toxic hazards of their stone products, Plaintiff Ignacio Ladino Castillo has suffered lost income and
3 will continue to suffer loss of future income, support, wages, and maintenance, lost earning capacity,
4 loss of the ability to provide household services, and other pecuniary loses, all to Plaintiff Ignacio
5 Ladino Castillo's damage in a sum to be established according to proof.

6 185. As a further direct and proximate result of Defendants' fraudulent concealment of the
7 toxic hazards of their stone products, Plaintiff Ignacio Ladino Castillo has suffered past and will
8 likely continue to suffer future physical pain, mental suffering, diminished quality of life, loss of
9 enjoyment of life, disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation,
10 emotional distress, fear of developing cancer or other serious illness, fear of death, and other
11 damages.

12 186. As a further direct and proximate result of Defendants' fraudulent concealment of the
13 toxic hazards of their stone products, Plaintiff Ignacio Ladino Castillo has suffered and will continue
14 to suffer general damages, according to proof at trial.

15 187. In exposing Plaintiff Ignacio Ladino Castillo to said toxic and fibrogenic stone
16 products via their fraudulent concealment, Defendants consciously disregarded Plaintiff Ignacio
17 Ladino Castillo's safety despite knowledge of the probable dangerous consequences of their products
18 and willfully and deliberately failed to avoid said dangerous consequences befalling Plaintiff Ignacio
19 Ladino Castillo. Defendants were either aware of, or culpably indifferent to, unnecessary risks of
20 injury to Plaintiff Ignacio Ladino Castillo and failed and refused to take steps to eliminate or
21 adequately reduce the risk of said dangerous consequences to Plaintiff Ignacio Ladino Castillo.
22 Defendants concealed known hazards of their stone products from Plaintiff Ignacio Ladino Castillo,
23 specifically by failing to warn Plaintiff Ignacio Ladino Castillo of adverse toxic effects of their stone
24 products, and such hazards were known by and such concealment was ratified by the corporate
25 officers and managers of each of the Defendants.

26 188. Defendants consciously decided to market their stone products with knowledge of their
27 harmful effects and without remedying the toxic effects of their stone products, and such marketing,
28 despite knowledge of the foregoing toxic hazards of Defendants' products, was ratified by the
corporate officers and managers of each of the Defendants. Defendants also misrepresented the

1 nature of their stone products, by withholding information from Plaintiff Ignacio Ladino Castillo
2 regarding toxic and fibrogenic substances, including silica and metals, released from their products
3 during their anticipated or reasonably foreseeable uses, and such misrepresentation and withholding
4 of information was ratified by the corporate officers and managers of each of the Defendants.

5 189. Defendants' conduct in exposing Plaintiff Ignacio Ladino Castillo to said toxic and
6 fibrogenic stone products without adequate warnings of their toxic hazards and without adequate
7 instructions for safe handling and use necessary to prevent disabling lung disease was despicable,
8 malicious, oppressive, and perpetrated in conscious disregard of the rights and safety of Plaintiff
9 Ignacio Ladino Castillo.

10 **FIFTH CAUSE OF ACTION**

11 **(Breach of Implied Warranties – by Plaintiff Ignacio Ladino Castillo Against All Defendants**
12 **and Does 1 through 100)**

13 190. Plaintiff Ignacio Ladino Castillo incorporates by reference all of the foregoing
14 paragraphs of this Complaint.

15 191. At all times mentioned herein, Defendants were the manufacturers, suppliers,
16 contractors, brokers, importers, producers, and distributors of inherently hazardous stone products
17 that were purchased by Plaintiff Ignacio Ladino Castillo's employers and/or hirers and delivered to
18 Plaintiff Ignacio Ladino Castillo's employers and/or hirers' facilities, where Plaintiff Ignacio Ladino
19 Castillo, was exposed to Defendants' toxic stone products.

20 192. Defendants' stone products to which Plaintiff Ignacio Ladino Castillo was exposed are
21 toxic and fibrogenic.

22 193. By placing their inherently hazardous stone products in the stream of commerce,
23 Defendants impliedly warranted that their stone products were reasonably fit for their intended uses,
24 that their stone products were of merchantable quality, that they were not defective, that they would
25 function as safely as ordinary users would expect when used in an intended or reasonably foreseeable
26 manner, and that they would not cause serious disease, harm, or death.

27 194. Defendants, and each of them, breached said implied warranties, because their
28 inherently hazardous stone products were not reasonably fit for their intended uses, were not of
merchantable quality, were defective, and failed to function as safely as an ordinary user would

1 expect when used in an intended or reasonably foreseeable manner, and caused serious injuries to
2 Plaintiff Ignacio Ladino Castillo including silicosis, other injuries and disease.

3 195. From his use of the inherently hazardous stone products mentioned above, Plaintiff
4 Ignacio Ladino Castillo was exposed to toxins, including silica, metals, and other toxins in
5 Defendants' stone products.

6 196. Each of the inherently toxic stone products to which Plaintiff Ignacio Ladino
7 Castillo was exposed was manufactured, contracted, brokered, and/or supplied by Defendants,
8 including the Doe Defendants.

9 197. As a result of Plaintiff Ignacio Ladino Castillo's exposure to Defendants' stone
10 products, toxins, including silica, metals, and other toxic substances, within said stone products
11 entered his body.

12 198. Plaintiff Ignacio Ladino Castillo suffers from specific illnesses, including silicosis and
13 other related and consequential medical conditions as set forth herein.

14 199. Each of Defendants' inherently hazardous stone products caused Plaintiff Ignacio
15 Ladino Castillo's silicosis and other injuries as set forth herein.

16 200. Each toxin, including silica and metals, that entered Plaintiff Ignacio Ladino Castillo's
17 body was a substantial factor in bringing about, prolonging, and aggravating Plaintiff Ignacio Ladino
18 Castillo's silicosis and other related and consequential injuries as set forth herein.

19 201. As a direct and proximate result of Defendants' breaches of implied warranties,
20 Plaintiff Ignacio Ladino Castillo has suffered serious injuries and disease, including silicosis and
21 other related and consequential medical conditions as set forth herein.

22 202. As a direct and proximate result of Defendants' breaches of implied warranties,
23 Plaintiff Ignacio Ladino Castillo has been required and will in the future be required to expend money
24 and incur obligations for medical and related expenses in an amount not yet determined but well over
25 the jurisdictional minimum of the Court, and Plaintiff Ignacio Ladino Castillo has been unable to
26 attend to his usual employment and activities.

27 203. As a direct and proximate result of the defective warnings and use instructions of
28 Defendants' stone products, the need for future medical monitoring is reasonably certain, and

1 Plaintiff Ignacio Ladino Castillo will suffer loss for the cost of future medical monitoring in a sum
2 to be established according to proof.

3 204. As a further direct and proximate result of Defendants' breaches of implied warranties
4 resulting in his severe toxic injuries, Plaintiff Ignacio Ladino Castillo has suffered lost income and
5 will continue to suffer loss of future income, support, wages, and maintenance, lost earning capacity,
6 loss of the ability to provide household services, and other pecuniary loses, all to Plaintiff Ignacio
7 Ladino Castillo's damage in a sum to be established according to proof.

8 205. As a further direct and proximate result of Defendants' breaches of implied warranties,
9 Plaintiff Ignacio Ladino Castillo has suffered past and will likely continue to suffer future physical
10 pain, mental suffering, diminished quality of life, loss of enjoyment of life, disfigurement, physical
11 impairment, inconvenience, grief, anxiety, humiliation, emotional distress, fear of developing cancer
12 or other serious illness, fear of death, and other damages.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff Ignacio Ladino Castillo demands judgment against Defendants,
15 and each of them, jointly and severally, for the following:

- 16 1. For general damages in the sum according to proof;
- 17 2. For special damages in the sum according to the proof;
- 18 3. Sums incurred and to be incurred for services of hospitals, physicians, surgeons,
19 nurses and other medical supplies and services and monitoring;
- 20 4. For costs of suit herein incurred;
- 21 5. For punitive damages according to proof;
- 22 6. For past and future loss of consortium;
- 23 7. For prejudgment interest and post-judgment interest according to law; and
- 24 8. For such other and further relief as the court may deem just and proper.

25 DATED: November 6, 2024

THE AMMONS LAW FIRM LLP

26 By: /s/ Adam Milasincic
27 ADAM MILASINCIC
28 Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff Ignacio Ladino Castillo hereby demands a trial by jury on all issues so triable.

DATED: November 6, 2024

THE AMMONS LAW FIRM LLP

By: /s/ Adam Milasincic
ADAM MILASINCIC
Attorney for Plaintiff

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