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Electronically FILED by
Superior Court of California,
County of Los Angeles
11/20/2024 12:10 PM
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11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 **LEONEL H. ZAMORA MADRID and**)
14 **MARIA DEL ROSARIO TINTI**)
15 **MARROQUIN DE ZAMORA,**)
16)
17 Plaintiffs,)
18)
19 vs.)
20)
21 **CAESARSTONE USA, INC. f/k/a U.S.**)
22 **QUARTZ PRODUCTS, INC. and f/k/a**)
23 **CAESAR STONE U.S.A., INC., a corporation;**)
24 **COLOR MARBLE INC., a corporation;**)
25 **and DOES 1-100 INCLUSIVE.**)
26)
27 Defendants.)
28)

Case No. **24STCV30612**
COMPLAINT FOR PERSONAL INJURY
(Strict Liability; Negligence; Misrepresentation;
Intentional Tort/Intentional Failure To
Warn/Concealment; Loss of Consortium)
DEMAND FOR JURY TRIAL

GENERAL ALLEGATIONS AND PARTIES

COME NOW Plaintiffs LEONEL H. ZAMORA MADRID and MARIA DEL ROSARIO TINTI MARROQUIN DE ZAMORA (collectively, Plaintiffs) who complain and allege as follows:

1. Plaintiffs bring this toxic tort claim against multiple defendants. The defendants whose true names and capacities are known to Plaintiffs at this time include CAESARSTONE USA, INC. *f/k/a* U.S. QUARTZ PRODUCTS, INC. and *f/k/a* CAESAR STONE U.S.A., INC., a corporation, and COLOR MARBLE INC., a corporation.

2. As to defendants DOES 1 through 100 inclusive, the true names and capacities, whether individual, corporate, associate, governmental or otherwise, are unknown to Plaintiffs at this time, who therefore sue said defendants by such fictitious names. When the true names and capacities of said defendants have been ascertained, Plaintiffs will amend this complaint accordingly. Henceforth, the defendants whose true names and capacities are known to Plaintiffs at this time, and defendants DOES 1 through 100, shall collectively be called Defendants.

3. From approximately 2002 to 2021, Plaintiff LEONEL H. ZAMORA MADRID cut, fabricated, and polished stone products into countertops, which he installed in residences across Los Angeles County. The stone products Plaintiff cut, fabricated, polished, and installed as finished countertops are identified in Exhibit A (collectively, Exhibit A Products). The Exhibit A Products contained toxins including silica and aluminum trihydrate, and each Exhibit A Product caused injury to Plaintiff.

4. The process of transforming Exhibit A Products into finished countertops exposed Plaintiff to toxins, including silica and aluminum trihydrate, on a near-daily basis. As a result of the exposures, said toxins entered LEONEL H. ZAMORA MADRID's body via inhalation. The Exhibit A Products and the toxins absorbed by LEONEL H. ZAMORA MADRID were manufactured or supplied by the Defendants.

5. The toxins that entered LEONEL H. ZAMORA MADRID's body were each substantial factors in bringing about, prolonging, or aggravating the specific illnesses from which LEONEL H. ZAMORA MADRID suffers, including silicosis, pulmonary fibrosis, and lung damage. Plaintiff was diagnosed with said illnesses on or about October 13, 2021.

1 6. Plaintiffs hereby invoke the discovery rule. Plaintiffs similarly allege that Defendants are
2 estopped from asserting the defense of statute of limitations, as supported by the facts asserted herein.
3 Plaintiff LEONEL H. ZAMORA MADRID was not aware at the time of the exposures that toxins,
4 including silica and aluminum trihydrate, presented any risk of injury or disease. Moreover, to no fault of
5 their own, Plaintiffs did not discover their causes of action because they did not know, and could not have
6 known, of the wrongful conduct at issue until on or about September 26, 2024, when their daughter learned
7 through a work colleague that her father’s silicosis and pulmonary fibrosis may be due to wrongdoing
8 involving a defect in the products with which he worked. Shortly after speaking with their daughter,
9 Plaintiffs consulted the attorneys who now represent Plaintiffs in this action, who had knowledge of said
10 wrongdoing and of facts previously concealed from Plaintiffs and the public, as discussed at length in this
11 complaint. Upon discovery of such essential facts, Plaintiffs diligently filed the instant action.

12 7. At all times herein mentioned, each Defendant was the agent, servant, employee and/or
13 joint venturer of each of its co-Defendants, and each Defendant acted in the full course and scope of said
14 agency, service, employment and/or joint venture.

15 8. At all times herein mentioned, Defendants, and each of them, were the successors to entities
16 engaged in the business of researching, manufacturing, fabricating, designing, modifying, labeling,
17 assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing,
18 installing, contracting for installation, repairing, marketing, warranting, re-branding, importing, exporting,
19 manufacturing for others, packaging, and advertising Exhibit A Products, and said entities shall
20 collectively be called Alternate Entities. Said Alternate Entities are set forth in Exhibit B, which Plaintiffs
21 attached hereto and incorporate as if fully set forth herein. Defendants, and each of them, are liable for the
22 acts of Alternate Entities because Defendants, and each of them, expressly and/or impliedly agreed to
23 assume the liabilities of Alternate Entities; because the transaction between Defendants, and each of them,
24 and Alternate Entities amounted to a consolidation or merger; because Defendants, and each of them, are
25 mere continuations of Alternate Entities, in that Defendants, and each of them, continued the management,
26 personnel, physical location, assets, and/or general business operations of Alternate Entities; and/or
27 because there occurred a transfer of assets from Alternate Entities to Defendants, and each of them, for
28 the fraudulent purpose of escaping liability for the debts of Alternate Entities. Moreover, there has been a

1 virtual destruction of Plaintiffs’ remedies against Alternate Entities, caused by the acquisition of the
2 business of Alternate Entities by Defendants, and each of them. Defendants, and each of them, have the
3 ability to assume Alternate Entities’ risk-spreading role. Defendants, and each of them, acquired Alternate
4 Entities’ goodwill, and Defendants, and each of them, continue to produce the same product line, rendering
5 the assumption by Defendants, and each of them, of Alternate Entities’ responsibility for defective
6 products fair.

7 FIRST CAUSE OF ACTION

8 (Strict Liability – Failure to Warn/Design Defect)

9 PLAINTIFFS COMPLAIN OF DEFENDANTS, THEIR ALTERNATE ENTITIES, AND EACH OF
10 THEM, AND FOR A CAUSE OF ACTION FOR STRICT LIABILITY ALLEGE AS FOLLOWS:

11 9. At all times herein mentioned, Defendants, their Alternate Entities, and each of them
12 engaged in the business of researching, manufacturing, fabricating, designing, modifying, labeling,
13 assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing,
14 installing, contracting for installation, repairing, marketing, warranting, re-branding, importing, exporting,
15 manufacturing for others, packaging, and advertising the Exhibit A Products.

16 10. Defendants, their Alternate Entities, and each of them, knew the Exhibit A Products would
17 be purchased and used without inspection for defects. Each Exhibit A Product was defective in that each
18 releases respirable toxins, including silica and aluminum tri-hydrate, causing serious illness and/or death,
19 and each Exhibit A Product was defective when it left the control of Defendants, their Alternate Entities,
20 and each of them. Each Exhibit A Product, at the time of injury, was being used in the manner intended
21 by, or used in a manner reasonably foreseeable by, Defendants, their Alternate Entities, and each of them,
22 as involving a substantial danger not readily apparent to purchasers, users, and bystanders to the use of
23 Exhibit A Products. Adequate warnings of the danger were not given to said purchasers, users, and
24 bystanders.

25 11. Plaintiff LEONEL H. ZAMORA MADRID was a purchaser, user, and/or bystander to the
26 use of each Exhibit A Product.

27 12. As a proximate result of the aforementioned conduct of Defendants, their Alternate
28 Entities, and each of them, Plaintiff LEONEL H. ZAMORA MADRID suffered severe and permanent

1 injuries, including silicosis, pulmonary fibrosis, and other lung damage, mental and emotional stress
2 attendant to such injuries, and future increased risk of injuries. Moreover, he has incurred, and will
3 continue to incur, loss of income, wages, support, and earning potential, as well as medical and related
4 expenses, the true and exact cost thereof being unknown to Plaintiff at this time. Plaintiff prays leave to
5 amend accordingly when the true exact cost thereof is ascertained.

6 WHEREFORE, Plaintiff prays for judgment against Defendants, their Alternate Entities, and each
7 of them, as hereinafter set forth.

8 SECOND CAUSE OF ACTION

9 (Negligence)

10 AS AND FOR A SECOND, SEPARATE, FURTHER AND DISTINCT CAUSE OF ACTION FOR
11 NEGLIGENCE, PLAINTIFF COMPLAINS OF DEFENDANTS, THEIR ALTERNATE ENTITIES,
12 AND EACH OF THEM, AND ALLEGE AS FOLLOWS:

13 13. Plaintiff incorporates herein by reference, as though fully set forth therein, the allegations
14 contained in the First Cause of Action herein.

15 14. At all times herein mentioned, Defendants, their Alternate Entities, and each of them,,
16 singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed,
17 modified, tested or failed to test, warned or failed to warn of the health hazards, labeled, assembled,
18 distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for
19 installation, repaired, marketed, warranted, re-branded, imported, exported, manufactured for others,
20 packaged, and advertised the Exhibit A Products, in that said Exhibit A Products proximately caused
21 injuries to Plaintiff LEONEL H. ZAMORA MADRID while being used in a manner that was reasonably
22 foreseeable, thereby rendering Exhibit A Products unsafe and dangerous for use.

23 15. Defendants, their Alternate Entities, and each of them, had a duty to exercise due care in
24 the pursuance of the activities mentioned above. Defendants, their Alternate Entities, and each of them,
25 breached said duty of due care.

26 16. Defendants, their Alternate Entities, and each of them, knew, or should have known, and
27 intended that the Exhibit A Products be cut, fabricated, polished, and installed, or used to accomplish such
28 tasks, resulting in the release of airborne toxins, including silica and aluminum trihydrate, and that through
such foreseeable use, LEONEL H. ZAMORA MADRID would be exposed to said toxins.

1 17. As a direct and proximate result of the actions and conduct outlined herein, Plaintiff
2 suffered the injuries and damages alleged herein.

3 WHEREFORE, Plaintiff prays for judgment against Defendants, their Alternate Entities, and each
4 of them, as hereinafter set forth.

5 THIRD CAUSE OF ACTION

6 (Misrepresentation Under Restatement of Torts Section 402-B)

7 AS AND FOR A FURTHER, THIRD, SEPARATE AND DISTINCT CAUSE OF ACTION FOR
8 FALSE REPRESENTATION UNDER RESTATEMENT OF TORTS SECTION 402-B, PLAINTIFF
9 COMPLAINS OF DEFENDANTS, THEIR ALTERNATE ENTITIES, AND EACH OF THEM, AND
ALLEGES AS FOLLOWS:

10 18. Plaintiff hereby incorporates by reference, as though fully set forth herein, each and every
11 allegation contained in the First and Second Causes of Action.

12 19. At the aforementioned time Defendants, their Alternate Entities, and each of them,
13 researched, manufactured, fabricated, designed, modified, tested or failed to test, inadequately warned or
14 failed to warn, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected,
15 serviced, installed, contracted for installation, repaired, marketed, warranted, re-branded, imported,
16 exported, manufactured for others, packaged and advertised the Exhibit A Products, Defendants, their
17 Alternate Entities, and each of them, affirmatively represented to members of the general public, including
18 the purchasers and users of said products like Plaintiff LEONEL H. ZAMORA MADRID, that the Exhibit
19 A Products were of merchantable quality, and safe for the use for which they were intended.

20 20. Plaintiff LEONEL H. ZAMORA MADRID justifiably relied upon said representations of
21 Defendants, their Alternate Entities, and each of them, in the selection, purchase, and use of the Exhibit
22 A Products.

23 21. Said representations by Defendants, their Alternate Entities, and each of them, were
24 material and false. The Exhibit A Products were not safe for their intended use, nor were they of
25 merchantable quality. Rather, the Exhibit A Products cause silicosis, pulmonary fibrosis, and other lung
26 damages to the users of and bystanders to the use of said products, including Plaintiff LEONEL H.
27 ZAMORA MADRID.

28 22. As a direct and proximate result of the false representations by Defendants, their Alternate

1 Entities, and each of them, Plaintiff sustained the injuries and damages alleged herein.

2 WHEREFORE, Plaintiff prays for judgment against Defendants, their Alternate Entities, and
3 each of them, as hereinafter set forth.

4 FOURTH CAUSE OF ACTION

5 (Intentional Tort/Intentional Failure to Warn/Concealment)

6 AS AND FOR A FURTHER, FOURTH, SEPARATE AND DISTINCT CAUSE OF ACTION FOR AN
7 INTENTIONAL TORT UNDER CIVIL CODE SECTIONS 1708 THROUGH 1710, PLAINTIFF
8 COMPLAINS OF DEFENDANTS, THEIR ALTERNATE ENTITIES, AND EACH OF THEM, AND
ALLEGES:

9 23. Plaintiff hereby incorporates by reference, as though fully set forth herein, each allegation
10 contained in the First, Second, and Third Causes of Action herein, excepting allegations pertaining to
11 negligence.

12 24. At all times pertinent hereto, Defendants, their Alternate Entities, and each of them, owed
13 Plaintiff a duty, as set forth in section 1708 of the Civil Code of the State of California, to abstain from
14 injuring his person or property, or infringe upon any of his rights. In violation of that duty, Defendants,
15 their Alternate Entities, and each of them, willfully deceived Plaintiff with the intent to induce him to alter
16 his position to his injury or risk and are therefore liable for the damages suffered by Plaintiff, as set forth
17 herein. Defendants, their Alternate Entities, and each of them, willfully deceived Plaintiff by suggesting
18 as fact that which was not true, and which they did not believe to be true; by asserting as fact that which
19 was not true, and which they had no reasonable ground for believing to be true; and/or by suppressing
20 facts they were bound to disclose, or giving information of other facts likely to mislead for want of
21 communication of those facts. Such deception, which Plaintiff expands upon in the following paragraphs,
22 falls squarely within sections 1709 and 1710 of the Civil Code of the State of California and gives rise to
23 this claim.

24 25. The stone industry has known of the fibrogenic hazards of stone for millennia, and such
25 hazards have been sentient to modern stone industry since at least the early 20th century. The industrial
26 workplace that emerged with the turn of the century exacerbated workers' exposure to stone dust through
27 the introduction of high-speed drills and power tools that replaced hand instruments like chisels. By 1917,
28 the United States Public Health Service called attention to the prevalence of silicosis in foundry workers.

1 (Watkins, J., U.S. Bureau of Mines, Bulletin No. 1, Air Hygiene Foundation of America (1917).) By 1938,
2 the federal government and Secretary of Labor Francis Perkins held a National Silicosis Conference and
3 initiated a campaign to “Stop Silicosis,” emphasizing that methods of controlling silica dust hazards are
4 known and the need to put them in practice. By 2014, a case report of pulmonary fibrosis-induced death
5 caused by the inhalation of aluminum trihydrate dust was published in medical literature but publicly
6 denied by Defendants and their Alternate Entities. Thus, Defendants, their Alternate Entities, and each of
7 them, knew and possessed medical and scientific data that clearly indicated Exhibit A Products were and
8 are hazardous to the health and safety of Plaintiff LEONEL H. ZAMORA MADRID, and others in
9 Plaintiff’s position working in close proximity with such materials. With intent to deceive purchasers and
10 users of Exhibit A Products, Defendants, their Alternate Entities, and each of them, committed the
11 following acts or omissions, ensuring Plaintiff remain ignorant of the hazards of Exhibit A Products,
12 thereby altering his position to his injury:

13 (a) Defendants, their Alternate Entities, and each of them, did not label Exhibit A
14 Products regarding their hazards to the health and safety of Plaintiff and others in Plaintiff’s
15 position. By not labeling Exhibit A Products as to their hazards, Defendants, their Alternate
16 Entities, and each of them, suggested as fact to Plaintiff that it was safe for Plaintiff LEONEL H.
17 ZAMORA MADRID to work with and in close proximity to Exhibit A Products, when in fact it
18 was not safe, and Defendants, their Alternate Entities, and each of them, did not believe it to be
19 safe.

20 (b) Defendants, their Alternate Entities, and each of them, suppressed information
21 relating to the hazardous nature and dangers of Exhibit A Products by threatening scientists,
22 medical professionals, and their publications against the release of such information to the public,
23 though Defendants, their Alternate Entities, and each of them, were bound to disclose such
24 information. In one such instance, Defendants, their Alternate Entities, and each of them,
25 suppressed the information and contents of *Chest* magazine, a leading medical journal. Defendants,
26 their Alternate Entities, and each of them, influenced Dr. Richard S. Irwin, the publication’s Editor
27 in Chief, to change the article, the altered version of which was published in *Chest*
28 (2012;142[2]:419-424) in August 2012, thereby causing users of Exhibit A Products, like Plaintiff,

1 and physicians involved in the diagnosis and treatment of Plaintiff, to remain ignorant of the
2 association between the Exhibit A Products and the information within the article. The suppression
3 of such information altered Plaintiff's position to his injury directly and indirectly; Plaintiff
4 remained ignorant of the hazards of Exhibit A Products, and the medical community responsible
5 for the diagnosis and treatment of silicosis and pulmonary fibrosis remained ignorant of the
6 relationship between Exhibit A Products and such injuries.

7 (c) Defendants, their Alternate Entities, and each of them, sold the Exhibit A Products
8 to Plaintiff LEONEL H. ZAMORA MADRID and the public without advising of the dangers of
9 using Exhibit A Products, though Defendants, their Alternate Entities, and each of them, knew of
10 the dangers and had a duty to disclose such dangers. In doing so, Defendants, their Alternate
11 Entities, and each of them, positively asserted to Plaintiff LEONEL H. ZAMORA MADRID that
12 which was not true and that which Defendants, their Alternate Entities, and each of them, had no
13 reasonable ground for believing to be true: that it was safe for Plaintiff LEONEL H. ZAMORA
14 MADRID to use the Exhibit A Products;

15 (d) After the Exhibit A Products caused silicosis and/or pulmonary fibrosis in their
16 employees, Defendants, their Alternate Entities, and each of them, induced their employees and
17 their employees' relatives to sign confidentiality agreements and/or clauses to suppress and
18 conceal the true hazards of the Exhibit A Products.

19 (e) Defendants, their Alternate Entities, and each of them, disseminated false and
20 misleading information through material safety data sheets, corporate webpages, written
21 statements to users, as well as public radio announcements and newspapers, regarding the danger
22 to users of Exhibit A Products, asserting as fact the untrue message that Exhibit A Products are
23 safe to use, though they had no reasonable ground for believing that to be true.

24 (f) Defendants, their Alternate Entities, and each of them, through material safety data
25 sheets and technological information associated with Exhibit A Products, gave information of
26 other facts likely to mislead for want of communication of the true dangers of Exhibit A Products
27 and the required precautions necessary to protect users from said dangers.

28 (g) Defendants, their Alternate Entities, and each of them, failed to warn Plaintiff

1 LEONEL H. ZAMORA MADRID and others of the nature of toxins, including silica and
2 aluminum trihydrate, which were dangerous when breathed and cause pathological effects without
3 noticeable trauma, despite the fact that Defendants, their Alternate Entities, and each of them,
4 possessed knowledge and were under a duty to disclose the true nature of said toxins;

5 (h) Defendants, their Alternate Entities, and each of them, failed to provide Plaintiff
6 LEONEL H. ZAMORA MADRID with information concerning adequate protective measures
7 devised to be taken when cutting, fabricating, polishing, installing, and/or otherwise using Exhibit
8 A Products, despite knowing that such protective measures were necessary to prevent injury to
9 Plaintiff.

10 26. Defendants, their Alternate Entities, and each of them, were under a duty to disclose the
11 dangers of Exhibit A Products because they had exclusive knowledge of the dangers of Exhibit A
12 Products, a material fact not known to Plaintiff. In having the aforementioned knowledge and the duty to
13 inform Plaintiff LEONEL H. ZAMORA MADRID of said facts, Defendants, their Alternate Entities, and
14 each of them, acted falsely, fraudulently, and with full intent to cause Plaintiff LEONEL H. ZAMORA
15 MADRID to remain unaware of the facts and to induce Plaintiff LEONEL H. ZAMORA MADRID to use
16 Exhibit A Products and work in a dangerous environment, all in violation of Sections 1708, 1709, and
17 1710 of the Civil Code of the State of California. Plaintiff justifiably relied on the representations of
18 Defendants, their Alternate Entities, and each of them. Had Plaintiff been aware of the dangers of Exhibit
19 A Products, Plaintiff would have altered his actions accordingly. The herein-described conduct of said
20 Defendants, their Alternate Entities, and each of them, was willful, malicious, fraudulent, outrageous, and
21 in conscious disregard and indifference to the safety and health of Plaintiff.

22 27. As a direct and proximate result of such intentional conduct by Defendants, their Alternate
23 Entities, and each of them, Plaintiff LEONEL H. ZAMORA MADRID sustained the injuries and damages
24 alleged herein. Plaintiff, for the sake of example and by way of punishing said Defendants, their Alternate
25 Entities, and each of them, seeks punitive damages according to proof. Plaintiffs allege Defendants, their
26 Alternate Entities, and each of them, were guilty of malice, fraud, and/or oppression as defined in Civil
27 Code section 3294, and Plaintiffs should recover, in addition to actual damages, damages to make an
28 example of and to punish Defendants, their Alternate Entities, and each of them.

1 WHEREFORE, Plaintiff prays for judgment against Defendants, their Alternate Entities, and each
2 of them, as is hereinafter set forth.

3 FIFTH CAUSE OF ACTION

4 (Loss of Consortium)

5 AS AND FOR A FURTHER, FIFTH SEPARATE, AND DISTINCT CAUSE OF ACTION FOR
6 LOSS OF CONSORTIUM, PLAINTIFF MARIA DEL ROSARIO TINTI MARROQUIN DE
7 ZAMORA COMPLAINS OF DEFENDANTS, THEIR ALTERNATE ENTITIES, AND EACH OF
8 THEM, AND ALLEGES AS FOLLOWS:

9 28. Plaintiff MARIA DEL ROSARIO TINTI MARROQUIN DE ZAMORA incorporates by
10 reference each and every paragraph of the First through Fourth Causes of Action herein.

11 29. Plaintiff LEONEL H. ZAMORA MADRID and Plaintiff MARIA DEL ROSARIO TINTI
12 MARROQUIN DE ZAMORA were married December 23, 1988, and at all times relevant to this action
13 were, and are now, husband and wife.

14 30. Prior to the aforementioned injuries suffered by Plaintiff LEONEL H. ZAMORA
15 MADRID, he performed duties as a spouse. Subsequent to the injuries, Plaintiff LEONEL H. ZAMORA
16 MADRID has been unable to perform the care, maintenance, and management of the family home, and
17 will be unable to do so in the future. The injuries suffered by Plaintiff LEONEL H. ZAMORA MADRID
18 have permanently impaired the conjugal relationship between Plaintiffs LEONEL H. ZAMORA
19 MADRID and MARIA DEL ROSARIO TINTI MARROQUIN DE ZAMORA. Plaintiff MARIA DEL
20 ROSARIO TINTI MARROQUIN DE ZAMORA's discovery of this cause of her loss of consortium, as
21 herein alleged, first occurred within one year of the date this Complaint was filed.

22 31. As a direct and proximate result of the acts of Defendants, their Alternate Entities, and each
23 of them, and the severe injuries caused thereby to Plaintiff LEONEL H. ZAMORA MADRID, as set forth
24 in this complaint, Plaintiff MARIA DEL ROSARIO TINTI MARROQUIN DE ZAMORA has suffered,
25 and will continue to suffer, loss of consortium, including, but not limited to, loss of services, marital
26 relations, society, comfort, companionship, love and affection of said spouse, and has suffered severe
27 mental and emotional distress and general nervousness as a result thereof, all to her damages, in an amount
28 presently unknown but which will be proved at the time of trial.

WHEREFORE, Plaintiff prays for judgment against Defendants, their Alternate Entities, and each

1 of them, in an amount to be proved at trial in each individual case, as follows:

2 Plaintiff LEONEL H. ZAMORA MADRID:

- 3 1. For Plaintiff’s general damages according to proof;
- 4 2. For Plaintiff’s loss of income, wages, support, and earning potential according to proof;
- 5 3. For Plaintiff’s medical and related expenses according to proof;

6 Plaintiff MARIA DEL ROSARIO TINTI MARROQUIN DE ZAMORA:

- 7 4. For Plaintiff’s damages for loss of consortium and/or society according to proof.

8 Plaintiffs LEONEL H. ZAMORA MADRID and MARIA DEL ROSARIO TINTI
9 MARROQUIN DE ZAMORA:

- 10 5. For Plaintiffs’ cost of suit herein;
- 11 6. For exemplary or punitive damages according to proof;
- 12 7. For damages for fraud according to proof; and
- 13 8. For such other and further relief as the Court may deem just and proper, including costs
- 14 and prejudgment interest as provided in Code of Civil Procedure sections 998 and 1032,
- 15 and related provisions of law.

16 DATED: November 19, 2024

WATERS, KRAUS PAUL & SIEGEL

17
18 By: Camille Hunt
19 M. CAMILLE HUNT, ESQ.
20 KEVIN M. LOEW, ESQ.
21 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury as to all issues so triable.

DATED: November 19, 2024

WATERS, KRAUS PAUL & SIEGEL

By: Camille Hunt
M. CAMILLE HUNT, ESQ.
KEVIN M. LOEW, ESQ.
Attorneys for Plaintiffs

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EXHIBIT A

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2 1. Plaintiffs allege that as to each Defendant, its alternate entities, and each of them, Plaintiff
3 LEONEL H. ZAMORA MADRID was exposed to the following toxic products:

4

<u>DEFENDANT</u>	<u>PRODUCT(S)</u>
CAESARSTONE USA, INC. <i>f/k/a</i> U.S. QUARTZ PRODUCTS, INC. <i>and f/k/a</i> CEASAR STONE U.S.A., INC.	Caesarstone quartz surfaces
COLOR MARBLE INC.	Colorquartz quartz surfaces Marble slabs Granite slabs Quartz slabs Travertine slabs

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EXHIBIT B

<u>DEFENDANT</u>	<u>ALTERNATE ENTITIES</u>
CAESARSTONE USA, INC. <i>f/k/a</i> U.S. QUARTZ PRODUCTS, INC. <i>and f/k/a</i> CEASAR STONE U.S.A., INC.	CAESARSTONE CAESARSTONE US U.S. QUARTZ
COLOR MARBLE INC.	

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