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Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
12/31/2024 1:11 PM  
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17 **SUPERIOR COURT OF CALIFORNIA**  
18 **COUNTY OF LOS ANGELES**

19 RAUL ALVARADO and MARIA RAMIREZ

20 Plaintiffs,

21 vs.

22  
23 CAESARSTONE USA, INC., FRANCINI,  
24 INC., NATURAL STONE RESOURCES,  
25 INC., VERONA QUARTZ, INC., and DOES 1  
through 100, inclusive,

26 Defendants.  
27  
28

CASE NO. **24STCV34734**

**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,
5. BREACH OF IMPLIED WARRANTIES
6. LOSS OF CONSORTIUM

**JURY TRIAL DEMANDED**

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

THE PARTIES.....4  
    PLAINTIFFS.....4  
    DEFENDANTS.....4  
    DOE DEFENDANTS.....5  
    AGENCY.....5  
STONE SLAB PRODUCTS.....5  
IDENTIFICATION OF TOXIC PRODUCTS.....7  
GENERAL ALLEGATIONS.....9  
TOLLING OF STATUTE OF LIMITATIONS.....10  
HISTORY OF SILICOSIS.....11  
ARTIFICIAL STONE.....11  
CAESARSTONE.....13  
FIRST CAUSE OF ACTION [NEGLIGENCE].....18  
SECOND CAUSE OF ACTION [PRODUCT LIABILITY FAILURE TO WARN].....27  
THIRD CAUSE OF ACTION [PRODUCT LIABILITY DESIGN DEFECT].....30  
FOURTH CAUSE OF ACTION [FRAUDULENT CONCEALMENT].....34  
FIFTH CAUSE OF ACTION [BREACH OF IMPLIED WARRANTIES].....42  
SIXTH CAUSE OF ACTION [LOSS OF CONSORTIUM].....44  
PRAYER FOR RELIEF.....44  
DEMAND FOR JURY TRIAL.....45

1 COMES NOW Plaintiffs Raul Alvarado and Maria Ramirez complaining of Defendants  
2 Caesarstone USA, Inc., Francini, Inc., Natural Stone Resources, Inc., Verona Quartz, Inc., and DOES  
3 1 through 100, inclusive (hereinafter collectively “Defendants”), and for a cause of action alleges as  
4 follows:

5 **THE PARTIES**

6 **Plaintiffs**

7 1. Plaintiffs are and at all material times were residents of the State of California.

8 **Defendants**

9 2. Plaintiffs Raul Alvarado and Maria Ramirez are informed and believe and thereon  
10 allege that Defendant, Caesarstone USA, Inc., is a California corporation, which at all material times  
11 hereto, has had its principal place of business at 1401 West Morehead St., Suite 100, Charlotte, NC  
12 28208 and has was doing business in the County of Los Angeles, CA at 11312 Penrose St., Sun  
13 Valley, CA 91352, and which at all material times hereto was doing business in the County of Los  
14 Angeles, State of California.

15 3. Plaintiffs Raul Alvarado and Maria Ramirez are informed and believe and thereon  
16 allege that Defendant, Francini, Inc., is a California corporation, which at all material times hereto,  
17 has had its principal place of business at 11796 Sheldon St. Sun Valley, California 91352, and was  
18 doing business in the County of Los Angeles, State of California.

19 4. Plaintiffs Raul Alvarado and Maria Ramirez are informed and believe and thereon  
20 allege that Defendant, Natural Stone Resources, Inc., is a California corporation, which at all material  
21 times hereto had its principal place of business at 1800 E Via Burton Anaheim, California 92806 and  
22 which at all material times hereto was doing business in the County of Los Angeles, State of  
23 California.

24 5. Plaintiffs Raul Alvarado and Maria Ramirez are informed and believe and thereon  
25 allege that Defendant, Verona Quartz, Inc., is a California corporation, which at all material times  
26 hereto, has had its principal place of business at 9415 Telfair Ave Sun Valley, California 91352, and  
27 was doing business in the County of Los Angeles, State of California.

1 **Doe Defendants**

2 6. The true names and capacities of Defendants Does 1 through 100 are unknown to  
3 plaintiff, who therefore sues said defendants by such fictitious names. Plaintiffs will amend this  
4 complaint to state the true names and capacities of said fictitious defendants when they have been  
5 ascertained. Plaintiffs are informed and believe and thereon allege that Defendants Does 1 through  
6 100 are in some manner responsible, negligently or in some other actionable manner, for the  
7 occurrences herein alleged, and that Plaintiff’s injury and damages as herein alleged were  
8 proximately caused by their conduct.

9 **Agency**

10 7. Plaintiffs are informed and believe and based thereon alleges that, at all times material  
11 hereto, each of the Defendants, including the fictitiously named Defendants, was acting in an  
12 individual, corporate, partnership, associate, conspiratorial or other capacity or as the agent,  
13 employee, co-conspirator, and/or alter ego of its co-defendants, and in doing the acts herein alleged,  
14 was acting within the course and scope of its authority as such partner, associate, agent, employee,  
15 co-conspirator, or alter ego, and with the permission, consent, knowledge, authorization, ratification  
16 and direction of its co-defendants, including all fictitiously named defendants.

17 **STONE SLAB PRODUCTS**

18 8. Defendants named herein were and/or are the manufacturers, suppliers, distributors,  
19 importers, brokers, and/or contractors of industrial stone products, which are hereinafter called  
20 “stone products,” “stone slabs,” “stone blocks,” “artificial stone,” “natural stone,” “silica-containing  
21 stone,” and “treated natural stone.” In accordance with *Bockrath v. Aldrich Chemical Co.* (1999) 21  
22 Cal.4th 71, the industrial stone products, including all definitions and synonyms thereof as set forth  
23 above, are all products that caused the pulmonary and other injuries of the exposed worker and  
24 injured Plaintiff Raul Alvarado.

25 9. Stone slabs are mineral products made from natural or artificial stone. Stone products  
26 (in slabs or blocks) are made from natural stone, including granite, limestone, marble, onyx,  
27 porcelain, quartzite, sandstone, serpentine, and travertine.

1           10. Stone products are also made from artificial stone, which is also called engineered  
2 stone, manufactured stone, quartz, reconstituted stone, and synthetic stone.

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

5           12. Stone slabs or blocks are commercial products that require fabrication before  
6 installation for a consumer.

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

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

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

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

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

1 **IDENTIFICATION OF TOXIC PRODUCTS**

2 18. Under *Bockrath v. Aldrich Chemical 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 19. 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 Raul Alvarado therefore identifies those stone slab products of which he  
11 is presently aware that he fabricated that caused his medical conditions and injuries and provides  
12 notice that Plaintiff Raul Alvarado will identify additional stone slab products that caused his medical  
13 conditions and injuries in the course of discovery.

14 20. 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’s medical  
16 conditions and injuries, the identities of which products are presently unknown to Plaintiffs given  
17 the large quantity of stone slabs the Plaintiff Raul Alvarado worked with throughout his career.  
18 Additional information can likely be discovered during the discovery process.

19 21. Plaintiffs identify the following products which Plaintiff Raul Alvarado fabricated and  
20 to which he was injuriously exposed in his work as a stone cutter, which caused his injuries:

21 **Caesarstone USA, Inc.**

- 22 Caesarstone Clasico
- 23 Caesarstone Concetto
- 24 Caesarstone Motivo
- 25 Caesarstone Supernatural
- 26 Caesarstone Metropolitan

27 **Francini, Inc.**

- 28 Engineered Stone

- 1 Granite
- 2 Limestone
- 3 Lucastone Quartz by Francini
- 4 Marble
- 5 Natural Stone
- 6 Onyx
- 7 Porcelain
- 8 Quartz
- 9 Quartzite
- 10 Sandstone
- 11 Soapstone
- 12 Serpentine
- 13 Travertine
- 14 Vetrinite

15 **Natural Stone Resources, Inc.**

- 16 Granite
- 17 Limestone
- 18 Marble
- 19 Onyx
- 20 Porcelain
- 21 Quartz
- 22 Quartzite
- 23 Sandstone
- 24 Soapstone
- 25 Serpentine
- 26 Travertine

27 **Verona Quartz, Inc.**

- 28 Verona Quartz

1 **GENERAL ALLEGATIONS**

2 22. Plaintiff Raul Alvarado worked as a fabricator and installer of stone, including the  
3 Defendants' stone products, from 2014 to 2024 in San Fernando, California.

4 23. During his fabrication work, from approximately 2014 through 2024, Plaintiff Raul  
5 Alvarado cut, ground, drilled, edged, polished, fabricated, and installed Defendants' stone products  
6 to become countertops in kitchens and bathrooms. Plaintiffs are informed and believe and thereon  
7 allege that the injuries from which he suffers that are the subject of this action were sustained in the  
8 course of his work in California, cutting, fabricating, and/or installing stone products.

9 24. While working as a fabricator, Plaintiff Raul Alvarado worked with inherently  
10 hazardous stone products manufactured, imported, supplied, distributed, contracted, and/or brokered  
11 by the named Defendants and Does 1-100. Plaintiff Raul Alvarado was thereby exposed to and  
12 inhaled stone dust containing silica and other toxins and carcinogens, as well as artificial stone dust  
13 containing respirable crystalline silica (including quartz and cristobalite).

14 25. As a direct and proximate result of his exposure to silica, metals, and other toxins  
15 within said stone products manufactured, distributed, supplied, contracted, and/or brokered by  
16 Defendants, Plaintiff Raul Alvarado developed lung disease characterized by silicosis and other  
17 forms of lung damage, and therefore has a significantly increased risk of developing other silica-  
18 related diseases such as lung cancer, chronic kidney disease, and autoimmune disorders such as  
19 rheumatoid arthritis, systemic lupus erythematosus, and systemic sclerosis (scleroderma).

20 26. As a direct and proximate result of his exposure to silica, metals, and other toxins  
21 within said stone products manufactured, distributed, supplied, contracted, and/or brokered by  
22 Defendants, Plaintiff Raul Alvarado has had to receive substantial medical treatment and will likely  
23 require lung transplantation.

24 27. Each of the stone products manufactured, imported, distributed, contracted, brokered,  
25 and/or supplied by the named defendants and Does 1-100 were used by Plaintiff Raul Alvarado as  
26 intended by Defendants in the course of his work as a fabricator of stone countertops. The foregoing  
27 intended use of said products by Plaintiff Raul Alvarado resulted in the generation and release of  
28 toxic airborne dust and particulates to which Plaintiff Raul Alvarado was exposed during his work.



1 28. As a result of his use of and exposure to, the stone products of Defendants and Does  
2 1-100 throughout his work in Los Angeles and other locations in California, Plaintiff Raul Alvarado  
3 inhaled silica, metal dust, and other toxins from said products that were generated and released during  
4 the intended use of said toxic mineral products manufactured, distributed, contracted, brokered  
5 and/or supplied by the named Defendants and Does 100.

6 **TOLLING OF STATUTE OF LIMITATIONS**

7 29. Plaintiff Raul Alvarado was first diagnosed with Silicosis on or about June 2024.  
8 Before his diagnosis, Plaintiff Raul Alvarado did not discover and could not have reasonably  
9 discovered that he had been injured, was suffering from Silicosis, the toxic nature of his injuries, or  
10 that the Defendants caused the injuries. It was not until June 2024 that Plaintiff Raul Alvarado  
11 became aware of any appreciable injury.

12 30. Before his diagnosis in June 2024, Plaintiff Raul Alvarado, no doctor had ever told  
13 Plaintiff Raul Alvarado that the Defendants caused his lung disease, that he had Silicosis, what was  
14 the cause of the lung disease, or that there was a specific cause.

15 31. The first time that Plaintiff Raul Alvarado suspected that his Silicosis was related to  
16 his work as a fabricator was on or about June 2024, when he was diagnosed with Silicosis.

17 32. At no time did Plaintiff Raul Alvarado personally ascertain any ingredients or  
18 contaminants of the stone products to which he was exposed in the course of his work that caused  
19 his lung disease; Plaintiff Raul Alvarado personally remains ignorant of the identity of those  
20 hazardous substances to which he was exposed at work that caused his lung disease.

21 33. Additionally, Defendants fraudulently concealed from Plaintiff Raul Alvarado the  
22 toxic hazards of their stone products, the hazards Plaintiff Raul Alvarado was being exposed to, and  
23 the fact that Plaintiff Raul Alvarado was inhaling toxic particles, including Silica, that cause lung  
24 disease.

25 34. Defendants were required to disclose these material facts to Plaintiff.

26 35. Defendants' concealment was sufficiently complete that Plaintiff Raul Alvarado did  
27 not know and could not have known about the Defendants' culpability or his injuries before June  
28 2024.

1 **HISTORY OF SILICOSIS**

2 36. The stone industry, including all Defendants, has known about the health risks of  
3 crystalline silica dust for decades.

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

8 38. Then, in 1996, the Secretary of Labor began a new campaign to raise awareness and  
9 encourage safer work practices called “It’s Not Just Dust,” and initiated a Special Emphasis Program  
10 (SEP) on Silicosis to provide guidance to “reduce and eliminate the workplace incidence of silicosis  
11 from exposure to crystalline silica.” In addition, OSHA, NIOSH, and the American Lung Association  
12 held a conference, “The Campaign to End Silicosis.”

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

17 40. OSHA has created regulations to protect workers in several industries from the known  
18 risks of silica exposure.

19 41. Given the long history of silica dangers, the stone products industry and all the named  
20 Defendants were aware of the toxic and fibrogenic hazards of their stone products. Given this  
21 awareness, they were legally required to warn workers of the hazards and provide instructions on  
22 using the products to reduce the risk of silicosis and lung disease.

23 **ARTIFICIAL STONE**

24 42. Artificial stone is manufactured and contains a significantly higher level of silica,  
25 making it even more toxic than traditional stone.

26 43. Artificial stone is also called engineered stone, quartz, or synthetic stone.

27 44. Artificial stone is sold in slabs that must be cut into the correct size for installation as  
28 bathroom and kitchen countertops.

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

4 46. Studies have found that respirable crystalline silica levels associated with artificial  
5 stone fabrication are many times higher than California's permissible exposure limit (PEL).

6 47. Plaintiff Raul Alvarado was responsible for this work and installing the slabs in  
7 kitchens and bathrooms around California.

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

11 49. In 2023, researchers from California published a study describing clinical,  
12 socioeconomic, and occupational characteristics of patients diagnosed with silicosis associated with  
13 engineered stone in California. This case series included reported cases of silicosis associated with  
14 the fabrication of engineered stone countertops, as identified by statewide surveillance by the  
15 California Department of Public Health (2019-2022). Data analysis was performed from October  
16 2022 to March 2023. Patient interviews and medical record abstractions were used to assess  
17 occupational exposure to respirable crystalline silica, including duration of work tenure and  
18 preventive measures undertaken. Demographics, clinical characteristics, health care utilization, and  
19 clinical outcomes were obtained, including vital status, hypoxia, and lung transplant. This case series  
20 identified 52 male patients meeting inclusion criteria; the median (IQR) age was 45 (40-49) years,  
21 and 51 were Latino immigrants. Ten (19%) were uninsured, and 20 (39%) had restricted-scope Medi-  
22 Cal; 25 (48%) presented initially to an emergency department. A delay in diagnosis occurred in 30  
23 (58%) patients, most commonly due to alternative initial diagnoses of bacterial pneumonia (9 [30%])  
24 or tuberculosis (8 [27%]). At diagnosis, 20 (38%) patients had advanced disease (progressive  
25 massive fibrosis) with severely or very severely reduced forced expiratory volume in 1 second in 8  
26 (18%) and 5 (11%), respectively. Of the cases, 10 (19%) were fatal; the median age at death was 46  
27 years, and 6 patients (12%) were alive with chronic resting hypoxia. Eleven were referred for lung  
28 transplant: 3 underwent transplant with 1 fatality; 7 were declined transplant with 6 fatalities; and 1

1 died prior to listing. Median work tenure was 15 years; 23 (45%) reported use of water suppression  
2 for dust mitigation, and 25 (48%) continued to fabricate stone after being diagnosed with silicosis.  
3 The researchers concluded silicosis associated with occupational exposure to dust from engineered  
4 stone primarily occurred among young Latino immigrant men; many patients presented with severe  
5 disease, and some cases were fatal. Fazio JC, et al., "Silicosis Among Immigrant Engineered Stone  
6 (Quartz) Countertop Fabrication Workers in California," *JAMA Intern. Med.* 2023; 183(9):991-998.

7 50. Given the reported illnesses and deaths resulting from exposure to silica in artificial  
8 stone, Australia has banned the import and use of artificial stone.

9 51. California has also created safety regulations to help address the dangers of silica  
10 exposure from artificial stone. In December 2023, California's Occupational Safety and Health  
11 Standards Board issued an emergency temporary standard to address workers in the stone fabrication  
12 industry being exposed to toxic, respirable crystalline silica.

### 13 CAESARSTONE

14 52. At the time that Caesarstone first began producing and exporting its artificial stone  
15 product in 1987, the officers, directors, and managing agents of the company knew that Caesarstone  
16 was an extremely toxic and dangerous product because it contained extremely high concentrations  
17 of crystalline silica and the product had to be fabricated and installed by workmen, which involved  
18 cutting, grinding, drilling, edging, and polishing the product with electric-powered saws and tools  
19 that generate huge amounts of respirable crystalline silica dust.

20 53. Starting in 1987, Caesarstone's officers and directors were aware that the product  
21 presented extraordinary risks of silicosis because their product contained approximately 95%  
22 crystalline silica, which presented much higher silicosis risks compared to natural materials like  
23 marble (5% silica) and granite (35% silica).

24 54. Their primary product was marketed under the name "Caesarstone®," consisting of  
25 about 93% crystalline silica and 7% polymeric resin, plus small amounts of additives.

26 55. Caesarstone was the first company that exported artificial stone slabs to the United  
27 States market, with their products specifically designed for fabrication and installation as countertops  
28

1 in American homes and businesses. Caesarstone® dominated the U.S. market as essentially the only  
2 artificial stone product generally available for such applications until 2010.

3 56. Researchers at Israel’s National Lung Transplantation Center documented the first  
4 occurrence of artificial stone-induced silicosis in 1997. The affected individual, who had  
5 occupational exposure to Caesarstone, developed silicosis and subsequently required a lung  
6 transplant. The researchers at the Israeli center reportedly concluded that this worker's silicosis  
7 resulted from their occupational exposure to Caesarstone’s engineered stone product.

8 57. In the 14-year period after this initial case, medical professionals in Israel identified  
9 silicosis in 25 additional workers who had occupational exposure to Caesarstone®. The diagnoses  
10 relied on detailed work histories, and all but two cases were confirmed through histologic  
11 examination. Among these patients, 15 (60%) were identified as candidates for lung transplantation.  
12 The study's authors noted that all patients worked primarily with Caesarstone, which testing showed  
13 contained at least 85% crystalline silica. The patients reported that Caesarstone® comprised over  
14 90% of their work activities, with less than 10% involving other silica sources, mainly natural  
15 granite. Kramer MR, et al., “Artificial Stone Silicosis: Disease Resurgence Among Artificial Stone  
16 Workers,” *Chest* 2012; 142(2):419-424.

17 58. The findings from this Israeli research study, documenting 25 Caesarstone®-exposed  
18 workers with silicosis (60% requiring lung transplants), were reportedly known to Caesarstone’s  
19 leadership. The publication initially included the term “Caesarstone silicosis” in its title, reflecting  
20 the company’s dominant position in Israel's engineered stone market. However, Caesarstone  
21 challenged this usage, threatening legal action against the American College of Chest Physicians  
22 unless the term was removed. In their 2012 letter, the company argued that using their trademark to  
23 name a disease would cause “significant damage” and harm their reputation. The journal’s editor-in-  
24 chief, Dr. Richard S. Irwin, explained that he removed the term because the described silicosis wasn’t  
25 unique to Caesarstone but was common to engineered stone products generally. The study’s lead  
26 researcher, Dr. Kramer, noted that Caesarstone held approximately 99% of the market share in Israel  
27 and mentioned that the company had faced numerous worker injury lawsuits.

1           59. In 2023, Caesarstone provided an “Opening Statement” to Australian regulators  
2 addressing their questions. When asked about the silica levels in their 1987 engineered stone,  
3 Caesarstone responded that “at that time, the silica content was in the vicinity of 90%.” When the  
4 regulators inquired about when Caesarstone first learned that people working with their product were  
5 becoming ill, the company answered: “2010.”

6           60. In April 2023, in its position statement to Safe Work Australia regarding a proposed  
7 ban on engineered stone, Caesarstone indicated support for “prohibition on the use of engineered  
8 stone containing 40% or more crystalline silica.” This position effectively suggested their own  
9 product, containing over 90% crystalline silica, was defectively designed and should be removed  
10 from the market.

11           61. In February 2012, Caesarstone Sdot-Yam Ltd. filed a Form F-1 Registration Statement  
12 with the SEC, listing Caesarstone USA, Inc. in Van Nuys, California as its service agent. In this  
13 document, Caesarstone admits that “Silicosis and related claims could have a material adverse effect  
14 on our business, operating results and financial condition.” In its Form F-1 Registration Statement,  
15 Caesarstone said:

16           “Silicosis and related claims could have a material adverse effect on our business, operating  
17 results and financial condition. Since 2008, fourteen lawsuits have been filed against us or  
18 named us as third party defendants in Israel and we have received a number of additional  
19 letters threatening lawsuits on behalf of certain fabricators of our products in Israel or their  
20 employees in Israel alleging that they contracted illnesses, including silicosis, through  
21 exposure to fine silica particles when cutting, polishing, sawing, grinding, breaking, crushing,  
22 drilling, sanding or sculpting our products. Each of the lawsuits which has been filed names  
23 defendants in addition to us, including, in certain cases, fabricators that employed the plaintiff,  
24 the Israeli Ministry of Industry, Trade and Employment, distributors of our products and  
25 insurance companies. Silicosis is an occupational lung disease that is progressive and  
26 sometimes fatal, and is characterized by scarring of the lungs and damage to the breathing  
27 function. Inhalation of dust containing fine silica particles as a result of not well protected and  
28 not well controlled, or unprotected and uncontrolled, exposure while processing quartz,

1 granite, marble and other materials can cause silicosis. Various types of claims are raised in  
2 these lawsuits and in the letters submitted to us, including product liability claims such as  
3 claims related to failure to provide warnings regarding the risks associated with silica dust.  
4 We believe that we have valid defenses to the lawsuits pending against us and to potential  
5 claims and intend to contest them vigorously. Damages totaling \$6.1 million are specified in  
6 the lawsuits currently filed; however, the amount of general damages, which includes items  
7 such as pain and suffering and loss of future earnings, has not yet been specified in most of  
8 the lawsuits. As a result, there is uncertainty regarding the total amount of damages that may  
9 ultimately be sought. At present, we do not believe that it is reasonably possible that the  
10 lawsuits filed against us to date will have a material adverse effect on our financial position,  
11 results of operations, or cash flows, in part due to the current availability of insurance  
12 coverage. Nevertheless, all but one of the lawsuits are at a preliminary stage and no material  
13 determinations, including those relating to attribution of fault or amount of damages, have  
14 been made. There can also be no assurance that our insurance coverage will be adequate or  
15 that we will prevail in these cases. We are party to a settlement agreement that is pending  
16 court approval with respect to one of the lawsuits filed. In that instance, the total settlement  
17 is for NIS 275,000 (\$71,970) of which we have agreed to pay NIS 10,000 (\$2,617) without  
18 admitting liability. Substantially all of the balance is payable by the fabricator that employed  
19 the individual in question and insurance companies. We can provide no assurance that other  
20 lawsuits will be settled in this manner or at all.

21 Our current liability insurance provider renewed our product liability insurance policy in  
22 October 2011 through November 2012. However, there is no assurance that we will be able  
23 to obtain product liability insurance in the future on the same terms, including with the  
24 premium under our current policy, or at all. If our current insurance provider does not renew  
25 our product liability insurance policy in the future, it is uncertain at this time whether we will  
26 be able to obtain insurance coverage from other insurance providers in the future. We are not  
27 currently subject to any claims from our employees related to silicosis; however, we may be  
28 subject to such claims in the future. Our employer liability insurance policy excludes silicosis

1 claims by our employees and, to the extent we become subject to any such claims, we may be  
2 liable for claims in excess of the portion covered by the National Insurance Institute of Israel.  
3 If our insurance providers refuse to renew our insurance, we are unable to obtain coverage  
4 from other providers, our policy is terminated early or we become subject to silicosis claims  
5 excluded by our employer liability insurance policy, we may incur significant legal expenses  
6 and become liable for damages, in each case, that are not covered by insurance, and our  
7 management could expend significant time addressing such claims. These events could have  
8 a material adverse effect on our business and results of operations.

9 Consistent with the experience of other companies involved in silica-related litigation, there  
10 may be an increase in the number of asserted claims against us. Such claims could be asserted  
11 by claimants in jurisdictions other than Israel, including the United States where we recently  
12 acquired our former U.S. third-party distributor, Canada where we recently established a joint  
13 venture for the distribution of products there and Australia and could result in significant legal  
14 expenses and damages. Existing or future claimants against us, in Israel or elsewhere, may  
15 seek to have their claims certified as class actions on behalf of a defined group. We believe  
16 that claimants in future silica-related claims involving us, if any, should be limited to persons  
17 involved in the fabrication of our products, including, but not limited to, cutting, polishing,  
18 sawing, grinding, breaking, crushing, drilling, sanding or sculpting, and those in the  
19 immediate vicinity of fabrication activities, but may potentially include our employees. Any  
20 pending or future litigation, including any future litigation in the United States, where in May  
21 2011 we acquired our former third-party distributor, Caesarstone USA, formerly known as  
22 U.S. Quartz Products, Inc., is subject to significant uncertainty. We cannot determine the  
23 amount of potential damages, if any, in the event of an adverse development in a pending or  
24 future case, in part because the defendants in these types of lawsuits are often numerous, the  
25 claims generally do not specify the amount of damages sought, our product's involvement  
26 may be speculative, and the degree to which our product may have caused the alleged illness  
27 may be unclear. In addition, punitive damages may be awarded in certain jurisdictions.



1 Furthermore, we may face future engineering and compliance costs to enhance our  
2 compliance with existing standards relating to silica, or to meet new standards if such  
3 standards are heightened. Such costs may adversely impact our profitability.”

4 62. Throughout the time that Caesarstone manufactured and sold its artificial stone  
5 products, exposing fabricators and installers to crystalline silica from its products, Caesarstone’s  
6 officers and directors were aware that its artificial stone products were defective because they  
7 contained extremely high concentrations of crystalline silica, were aware that the use instructions  
8 that it provided were inadequate to prevent silicosis and would actually cause silicosis in exposed  
9 workers, and were aware that fabrication companies could not protect fabricators and installers from  
10 the lethal silicosis hazard presented by its defective artificial stone products

11 **FIRST CAUSE OF ACTION**

12 **(Negligence by Plaintiff Raul Alvarado Against All Defendants and Does 1 through 100)**

13 63. Plaintiff Raul Alvarado incorporates by reference all of the foregoing paragraphs of  
14 this Complaint.

15 64. As manufacturers, importers, distributors, suppliers, brokers, and/or contractors of  
16 stone slab and block products, Defendants owed Plaintiff Raul Alvarado a legal duty to exercise due  
17 care in manufacturing, importing, producing, supplying, brokering, contracting, and/or distributing  
18 stone products to which Plaintiff Raul Alvarado was exposed in his work as a countertop fabricator  
19 and installer.

20 65. Defendants negligently and carelessly manufactured, imported, produced, sold, tested,  
21 failed to test, supplied, contracted, brokered and/or distributed the foregoing stone slab and block  
22 products to which Plaintiff Raul Alvarado was exposed in his work as a countertop fabricator and  
23 installer.

24 66. Defendants failed to adequately warn Plaintiff Raul Alvarado of the toxic hazards of  
25 their stone slab and block products. They failed to provide adequate instructions to Plaintiff Raul  
26 Alvarado regarding how to safely use their products to prevent him from developing and suffering  
27 from silicosis.

1           67. California law requires that everyone use ordinary care in their activities to prevent  
2 injuries from their conduct and omissions.

3           68. At all times herein mentioned, defendants, singularly and jointly, failed to use ordinary  
4 care to prevent harm to themselves or to others, negligently acted or failed to act, negligently did  
5 something that a reasonably careful person would not do in the same situation, negligently failed to  
6 do something that a reasonably careful person would do in the same situation, negligently and  
7 carelessly researched or failed to research, manufactured, fabricated, designed, modified, tested or  
8 failed to test, warned or failed to warn of the health hazards, labeled or failed to label, assembled,  
9 distributed, bought, offered for sale, supplied, sold, inspected or failed to inspect, marketed,  
10 warranted, rebranded, manufactured for others, packaged and advertised, and/or failed to recall the  
11 stone products, in that said product proximately caused personal injuries to users, bystanders, family  
12 members, and others, including Plaintiffs herein (hereinafter collectively called “exposed persons”),  
13 while being used in a manner that was reasonably foreseeable, thereby rendering said substance  
14 unsafe and dangerous for use by “exposed persons.”

15           69. Defendants had a duty to exercise due care in the pursuance of the activities mentioned  
16 above, and Defendants breached said duty of due care.

17           70. Defendants’ negligence includes failing to undertake appropriate system failure  
18 analysis and/or root cause analysis when information about adverse events involving the products  
19 became available to the public and/or known to Defendants.

20           71. Defendants’ negligence includes choosing to ignore and/or failing to properly  
21 investigate past complaints and/or notices of safety issues and/or defects concerning this category of  
22 products.

23           72. Defendants were also negligent in disregarding and ignoring generally accepted  
24 principles of hazard control (“design, guard and warn”).

25           73. Consistent with the duty of due care that those who manufacture and supply highly  
26 toxic chemical products must exercise, Defendants owed Plaintiff and others duties of due care  
27 consistent with industrial standards of care of responsible chemical manufacturers and suppliers.

1           74. By the mid-1990s, the industrial standard of care among manufacturers and suppliers  
2 of highly toxic chemical products, including solid chemical products that emitted toxic, fibrogenic,  
3 and carcinogenic dust when fabricated, required such companies to monitor the use of their toxic  
4 chemical products by their customers, to assure that their customers were using their products safely  
5 and in a manner that would not endanger the health and safety of their employees and other persons  
6 exposed to their toxic chemical products, to counsel customers who were observed not to be using  
7 their products safely, and to cease selling their products to customers who persisted in using their  
8 products unsafely, endangering the health and safety of their employees and others.

9           75. Defendants breached these industrial standards of care by failing to monitor the use of  
10 their toxic stone products by customers, by failing to assure that customers were using their products  
11 safely, by failing to counsel customers who were not using their products safely, and by failing to  
12 cease selling their products to customers who persisted in using their products unsafely, thereby  
13 endangering the health and safety of their employees and others exposed to their products.

14           76. Defendants knew, or should have known, and intended that the products, when used  
15 as intended and/or foreseeably misused, resulted in the indiscriminate release of toxic and  
16 carcinogenic dust and exposure to “exposed persons,” including Plaintiff Raul Alvarado.

17           77. Plaintiff Raul Alvarado used or has been otherwise exposed to stone products referred  
18 to herein in a reasonably foreseeable manner consistent with the intended use of the product.

19           78. Labor Code § 6390.5 is a health and safety statute enacted to protect, among others,  
20 employees in the position of Plaintiff Raul Alvarado. It imposes on manufacturers and distributors  
21 of any hazardous substance the duty to label each container of a hazardous substance consistent with  
22 the Hazard Communication Standard. (8 C.C.R. § 5194).

23           79. The Hazard Communication Standard (8 C.C.R. § 5194) is a health and safety  
24 regulation promulgated to protect, among others, employees in the position of Plaintiff Raul  
25 Alvarado. It imposes on manufacturers, suppliers, brokers, and distributors of chemical products the  
26 duty to, among other things:

27                   (a) evaluate their products to determine if they are hazardous [8 C.C.R. § 5194(d)(1)];  
28

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

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

5 (d) consider as carcinogenic a product containing at least 0.1% of a component which  
6 has been determined under 8 C.C.R. § 5194(d)(4) to be a carcinogen [8 C.C.R. §  
7 5194(d)(5)(B)];

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

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

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

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

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

25 (j) include on the material safety data sheet the health hazards of the hazardous  
26 substance, including signs and symptoms of exposure, and any medical conditions which are  
27 generally recognized as being aggravated by exposure to the substance [8 C.C.R. §  
28 5194(g)(2)(D)];

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

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

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

10 (n) include on the material safety data sheet generally applicable precautions for safe  
11 handling and use known to defendants, including appropriate hygienic practices, protective  
12 measures during repair and maintenance of contaminated equipment, and procedures for  
13 clean-up of spills and leaks [8 C.C.R. § 5194(g)(2)(H)];

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

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

20 (q) ensure that the information contained on material safety data sheets accurately  
21 reflects the scientific evidence used in making the hazard determination [8 C.C.R. §  
22 5194(g)(5)];

23 (r) update material safety data sheets with newly-discovered significant information  
24 regarding the hazards of products and/or their components within three months [8 C.C.R. §  
25 5194(g)(5)]; and,

26 (s) ensure that material safety data sheets complying with the Hazard Communication  
27 Standard are provided to employers, directly or via a distributor [8 C.C.R. § 5194(g)(6) & (7).  
28

1 80. Defendants are manufacturers, suppliers, importers, producers, brokers, contractors,  
2 and/or distributors of stone products to which Plaintiff Raul Alvarado was exposed in the course of  
3 employment and/or work, and were obligated to comply with California Labor Code § 6390.5 and  
4 the Hazard Communication Standard (8 C.C.R. § 5194).

5 81. Defendants violated California Labor Code § 6390.5 and the Hazard Communication  
6 Standard (8 C.C.R. § 5194) in the manufacture, importation, supply, brokering, contracting,  
7 production, and distribution of their toxic stone products to which Plaintiff Raul Alvarado was so  
8 exposed by:

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

12 (b) failing and refusing to identify and consider the available scientific evidence to  
13 determine if the toxic chemicals contained in their products presented a health hazard of  
14 causing silicosis to employees using or exposed to their products [8 C.C.R. § 5194(d)(2) et  
15 seq.];

16 (c) failing and refusing to identify their products as presenting a health hazard of  
17 causing silicosis even though the toxic chemicals contained in their products presented a  
18 health hazard of causing silicosis to employees using or exposed to their products [8 C.C.R.  
19 § 5194(d)(5)];

20 (d) failing and refusing to ensure that each container of their products was labeled,  
21 tagged or marked to (i) identity the toxic chemicals contained in their products and (ii)  
22 appropriately warn that the toxic chemicals contained in their products presented a health  
23 hazard of causing silicosis to employees using or exposed to their products [8 C.C.R. §  
24 5194(f)(1)];

25 (e) failing and refusing to obtain or develop a material safety data sheet for the toxic  
26 chemicals contained in their products [8 C.C.R. § 5194(g)(1)];  
27  
28

1 (f) failing and refusing to include on the material safety data sheet the chemical and  
2 common names for the toxic chemicals contained in their products [8 C.C.R. §  
3 5194(g)(2)(A)];

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

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

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

15 (j) failing and refusing to include on the material safety data sheet whether the toxic  
16 chemicals contained in their products is listed in the National Toxicology Program (NTP)  
17 Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen  
18 in the International Agency for Research on Cancer (IARC) Monographs (latest editions), or  
19 by OSHA [8 C.C.R. § 5194(g)(2)(G)];

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

24 (l) failing and refusing to include on the material safety data sheet generally applicable  
25 control measures known to Defendants for the toxic chemicals contained in their products in  
26 respect of preventing the health hazard of causing silicosis to employees using or exposed to  
27 their products [8 C.C.R. § 5194(g)(2)(I)];  
28

1 (m) failing and refusing to include on the material safety data sheet or otherwise the  
2 specific potential health risks posed by the toxic chemicals contained in their products in  
3 respect of causing silicosis to employees using or exposed to their products [8 C.C.R. §  
4 5194(g)(2)(M)];

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

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

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

18 82. Plaintiff Raul Alvarado was exposed to each of Defendants' products, including those  
19 products manufactured, distributed, contracted, brokered, and supplied by Doe Defendants as alleged  
20 above, and to silica, metals, and other toxins contained therein and released therefrom as alleged  
21 above.

22 83. Plaintiff Raul Alvarado is a member of the class of persons designed to be protected  
23 by Labor Code § 6390.5 and the Hazard Communication Standard (8 C.C.R. § 5194).

24 84. As a result of Plaintiff Raul Alvarado's exposure to each of Defendants' stone  
25 products, silica, metals and other toxins entered Plaintiff's body and caused Plaintiff Raul Alvarado  
26 to suffer from specific illnesses, to wit, silicosis and related medical conditions, as outlined herein.  
27  
28



1           85. Each of the Defendants' stone products contained silica and toxic metals that entered  
2 Plaintiff's body and were a substantial factor in causing, prolonging, and aggravating his silicosis  
3 and his related and consequential injuries.

4           86. As a direct and proximate result of Defendants' negligence as alleged herein, Plaintiff  
5 Raul Alvarado suffers from silicosis and related injuries as outlined herein.

6           87. As a direct and proximate result of the conduct or omissions of the defendants, as  
7 aforesaid, Plaintiff's exposure caused severe and permanent injury, damage, loss, or harm to the  
8 Plaintiff, all to his general damage in a sum over the jurisdictional limits of a limited civil case. This  
9 action is an Unlimited Civil Case as defined in Code of Civil Procedure § 88.

10           88. As a direct and proximate result of said negligent acts and omissions of Defendants,  
11 Plaintiff Raul Alvarado has been required to spend money and/or incur obligations for medical and  
12 related expenses and will incur in the future, in an amount that is more than the jurisdictional  
13 minimum of the Court, and he has been unable to attend to his usual work and activities.

14           89. As a direct and proximate result of the defective warnings and use instructions of  
15 Defendants' stone products, the need for future medical monitoring is reasonably certain. Plaintiff  
16 will suffer loss for the cost of future medical monitoring in a sum to be established according to  
17 proof.

18           90. As a further direct and proximate result of the negligent acts and omissions of  
19 defendants resulting in his severe toxic injuries, Plaintiff Raul Alvarado has suffered lost income,  
20 wages, profits, commissions, diminishment of earning potential, loss of earning capacity, loss of the  
21 ability to provide household services, and other pecuniary losses, and will continue to suffer such  
22 future losses, all to Plaintiff's damage in a sum to be established according to proof.

23           91. As a further direct and proximate result of the negligent acts and omissions of  
24 Defendants, Plaintiff Raul Alvarado has suffered past and will likely continue to suffer future  
25 physical pain, mental suffering, diminished quality of life, loss of enjoyment of life, disfigurement,  
26 physical impairment, inconvenience, grief, anxiety, humiliation, emotional distress, fear of  
27 developing cancer or other serious illness, fear of death, and other damages.

1 92. In their negligent conduct in exposing Plaintiff Raul Alvarado to their toxic and  
2 fibrogenic products, Defendants consciously disregarded Plaintiff's safety despite knowledge of the  
3 probable dangerous consequences of their products, and willfully and deliberately failed to avoid  
4 said dangerous consequences befalling Plaintiff. Defendants were either aware of, or culpably  
5 indifferent to, unnecessary risks of injury to Plaintiff Raul Alvarado and failed and refused to take  
6 steps to eliminate or adequately reduce the risk of said dangerous consequences to Plaintiff.  
7 Defendants concealed known toxic hazards of their stone products from Plaintiff, specifically by  
8 failing to warn Plaintiff Raul Alvarado of adverse toxic effects of their stone products, and such  
9 hazards were known by and such concealment was ratified by the corporate officers and managers  
10 of each of the defendants. Defendants consciously decided to market their stone products with  
11 knowledge of their harmful effects and without remedying the toxic effects of their stone products,  
12 and such marketing, despite knowledge of the foregoing toxic hazards of Defendants' products, was  
13 ratified by the corporate officers and managers of each of the defendants. Defendants also  
14 misrepresented the nature of their stone products by withholding information from Plaintiff Raul  
15 Alvarado regarding toxic and fibrogenic chemicals, including silica and metals, released from their  
16 products during their anticipated or reasonably foreseeable uses, and such misrepresentation and  
17 withholding of information was ratified by the corporate officers and managers of each of the  
18 Defendants.

19 93. Defendants' conduct in exposing Plaintiff Raul Alvarado to said toxic and fibrogenic  
20 stone products was despicable, malicious, oppressive, and perpetrated in conscious disregard of the  
21 rights and safety of Plaintiff, entitling Plaintiff Raul Alvarado to punitive and exemplary damages.

22 **SECOND CAUSE OF ACTION**

23 **(Products Liability – Failure to Warn – by Plaintiff Raul Alvarado Against All Defendants**  
24 **and Does 1 through 100)**

25 94. Plaintiff Raul Alvarado incorporates by reference all of the foregoing paragraphs of  
26 this Complaint.

27 95. At all times mentioned herein, Defendants were the manufacturers, importers,  
28 producers, suppliers, contractors, brokers, and/or distributors of inherently hazardous stone slab and

1 block products to which Plaintiff Raul Alvarado was exposed in fabricating and installing stone  
2 countertops.

3 96. The stone products which Defendants manufactured, imported, produced, contracted,  
4 supplied, brokered and distributed, and to which Plaintiff Raul Alvarado was exposed, were  
5 defective, because they lacked warnings adequate to apprise Plaintiff of their toxic hazards and their  
6 serious effects upon the human body, and they lacked instructions for handling and use adequate to  
7 prevent exposure to Plaintiff causing serious injury and disease, to wit, silicosis and other disease as  
8 set forth herein.

9 97. Plaintiff Raul Alvarado was occupationally exposed to all of Defendants' toxic stone  
10 products.

11 98. Each toxic stone product to which Plaintiff was exposed was manufactured,  
12 distributed, contracted, brokered and/or supplied by Defendants, including the Doe Defendants.

13 99. From his use of the foregoing toxic stone products, Plaintiff was exposed to  
14 Defendants' toxic stone products, including artificial stone products, as well as natural stone  
15 products, including granite, marble, and other natural stone products.

16 100. Each toxic stone product to which Plaintiff was exposed was manufactured, contracted,  
17 brokered, and/or supplied by Defendants.

18 101. As a result of Plaintiff's exposure to the foregoing toxic stone products, silica, metals,  
19 and other toxins within said stone products entered Plaintiff's body.

20 102. Plaintiff suffers from a specific illnesses, to wit, silicosis as well as other related and  
21 consequential injuries as set forth herein.

22 103. Each of the foregoing toxic stone products caused Plaintiff's silicosis and his related  
23 and consequential injuries as set forth herein.

24 104. Each toxin, including silica and metals, that entered Plaintiff's body was a substantial  
25 factor in bringing about, prolonging, and aggravating Plaintiff's silicosis and his related and  
26 consequential injuries.

1           105. As a direct and proximate result of the defective warnings and use instructions of  
2 Defendants' stone products, Plaintiff suffers from silicosis and other related and consequential  
3 medical conditions.

4           106. As a direct and proximate result of the defective warnings and use instructions of  
5 Defendants' stone products, Plaintiff has been and will be required to expend money and incur  
6 obligations for medical and related expenses in an amount not yet determined but which is well more  
7 than the jurisdictional minimum of the Court, and Plaintiff has been unable to attend to his usual  
8 work and activities.

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

13           108. As a further direct and proximate result of the defective warnings and use instructions  
14 of Defendants' stone products, Plaintiff has suffered lost income and will continue to suffer loss of  
15 future income, loss of the ability to provide household services, support and maintenance, and lost  
16 earning capacity, all to Plaintiffs damage in a sum to be established according to proof.

17           109. As a further direct and proximate result of defective warnings and use instructions of  
18 Defendants' chemical products, Plaintiff has suffered past and will likely continue to suffer future  
19 physical pain, mental suffering, diminished quality of life, loss of enjoyment of life, disfigurement,  
20 physical impairment, inconvenience, grief, anxiety, humiliation, emotional distress, fear of  
21 developing cancer or other serious illness, fear of death, and other damages.

22           110. As a further direct and proximate result of defective warnings and use instructions of  
23 Defendants' chemical products, Plaintiff has suffered and will continue to suffer general damages,  
24 according to proof at trial.

25           111. In exposing Plaintiff Raul Alvarado to said toxic and fibrogenic stone products,  
26 Defendants failed to warn Plaintiff of known dangers, consciously disregarded Plaintiff's safety  
27 despite knowledge of the probable dangerous consequences of their products, and willfully and  
28 deliberately failed to avoid said dangerous consequences befalling Plaintiff. Defendants were either

1 aware of, or culpably indifferent to, unnecessary risks of injury to Plaintiff and failed and refused to  
2 take steps to eliminate or adequately reduce the risk of said dangerous consequences to Plaintiff.  
3 Defendants concealed known hazards of their stone products from Plaintiff, specifically by failing  
4 to warn Plaintiff of adverse toxic effects of their stone products, and such hazards were known by  
5 and such concealment was ratified by the corporate officers and managers of each of the defendants.

6 112. Defendants consciously decided to market their stone products with knowledge of their  
7 harmful effects, without remedying the toxic effects of their stone products, and without providing  
8 use instructions adequate to prevent silicosis, despite knowledge of the foregoing toxic hazards of  
9 Defendants' products was ratified by the corporate officers and managers of each of the defendants.  
10 Defendants also misrepresented the nature of their stone products, by withholding information from  
11 Plaintiff regarding toxic and fibrogenic chemicals released from their products during their  
12 anticipated or reasonably foreseeable uses, and such misrepresentation and withholding of  
13 information was ratified by the corporate officers and managers of each of the defendants.

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

19 **THIRD CAUSE OF ACTION**

20 **(Products Liability – Design Defect – by Plaintiff Raul Alvarado Against All Defendants and**  
21 **Does 1 through 100)**

22 114. Plaintiff Raul Alvarado incorporates by reference all of the foregoing paragraphs of  
23 this Complaint.

24 115. At all times mentioned herein, Defendants were the manufacturers, importers,  
25 suppliers, producers, brokers, contractors, and/or distributors of stone slab and block products to  
26 which Plaintiff Raul Alvarado was exposed in the course of his work as a countertop fabricator and/or  
27 installer. Defendants defectively designed stone slab and block product and failed to adequately warn  
28 of potential safety hazards of such products.

1 116. Defendants’ stone products were defective in their design because they did not perform  
2 as safely as an ordinary consumer and/or worker would expect when used or misused in an intended  
3 or reasonably foreseeable way.

4 117. Defendants’ stone products were defective in their design because they failed to  
5 perform as safely as an ordinary user would expect when used in an intended or reasonably  
6 foreseeable manner. The risks inherent in said design outweighed the benefits.

7 118. Defendants knew and intended that their products would be used without inspection  
8 for defects and without knowledge of the hazards involved in such use. Said products were defective  
9 and unsafe for their intended purpose because exposure to stone dust causes serious disease and  
10 death.

11 119. Said design defects existed in Defendants’ stone products when said stone products  
12 left Defendants’ possession.

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

20 121. As a direct and proximate result of said design defects, while using Defendants’ stone  
21 products in a manner that was reasonably foreseeable and intended by Defendants, Plaintiff was  
22 exposed to said stone products in the course of his work and has suffered serious injuries and disease,  
23 including silicosis and other related and consequential medical conditions as set forth herein.

24 122. Each toxic stone product to which Plaintiff was exposed was manufactured, contracted,  
25 brokered, and/or supplied by Defendants, including the Doe Defendants.

26 123. As a result of Plaintiff’s exposure to Defendants’ stone products, silica, metals, and  
27 other toxins within said stone products entered Plaintiff’s body.

1           124. Plaintiff suffers from specific illnesses, including silicosis and other related and  
2 consequential medical conditions as set forth herein.

3           125. Each of Defendants' stone products caused Plaintiff's silicosis and other related and  
4 consequential injuries.

5           126. Each toxin, including silica and metals, that entered Plaintiff's body was a substantial  
6 factor in bringing about, prolonging, and aggravating Plaintiff's silicosis and related and  
7 consequential injuries.

8           127. As a direct and proximate result of the defective design of Defendants' stone products,  
9 Plaintiff suffers from silicosis and other related and consequential medical conditions as set forth  
10 herein.

11           128. As a direct and proximate result of the defective design of Defendants' stone products,  
12 as aforesaid, Plaintiff's exposure caused severe and permanent injury, damage, loss, or harm to the  
13 Plaintiff, all to his general damage in a sum over the jurisdictional limits of a limited civil case. This  
14 action is an Unlimited Civil Case as defined in Code of Civil Procedure § 88.

15           129. As a direct and proximate result of the defective design of Defendants' stone products,  
16 Plaintiff has been required to spend money and/or incur obligations for medical and related expenses,  
17 and will incur in the future, in an amount which is more than the jurisdictional minimum of the Court,  
18 and he has been unable to attend to his usual work and activities.

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

23           131. As a direct and proximate result of the defective design of Defendants' stone products,  
24 resulting in his severe toxic injuries, Plaintiff has suffered lost income, wages, profits, commissions,  
25 diminishment of earning potential, loss of earning capacity, loss of the ability to provide household  
26 services, and other pecuniary losses, and will continue to suffer such future losses, all to Plaintiffs  
27 damage in a sum to be established according to proof.

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

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

15           134. Defendants consciously decided to market their stone products with knowledge of their  
16 harmful effects and without remedying the toxic effects of their stone products, and such marketing,  
17 despite knowledge of the foregoing toxic hazards of Defendants' products, was ratified by the  
18 corporate officers and managers of each of the defendants.

19           135. Defendants also misrepresented the nature of their stone products by withholding  
20 information from Plaintiff regarding toxic and fibrogenic chemicals, including silica and metals,  
21 released from their products during their anticipated or reasonably foreseeable uses, and each of the  
22 Defendants' corporate officers and managers ratified such misrepresentation and withholding of  
23 information.

24           136. Defendants' conduct in exposing Plaintiff to said toxic and fibrogenic stone products  
25 without adequate warnings of their toxic hazards and without adequate instructions for safe handling  
26 and use to prevent disabling lung disease was despicable, malicious, oppressive, and perpetrated in  
27 conscious disregard of the rights and safety of Plaintiff, entitling Plaintiff to punitive damages.

28



1 **FOURTH CAUSE OF ACTION**

2 **(Fraudulent Concealment – by Plaintiff Raul Alvarado Against All Defendants and Does 1**  
3 **through 100)**

4 137. Plaintiff Raul Alvarado incorporates by reference all of the foregoing paragraphs of  
5 this Complaint.

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

8 Less specificity is required of a complaint when it appears from the nature of the  
9 allegations that the defendant must necessarily possess full information concerning the  
10 facts of the controversy; even under the strict rules of common law pleading, one of  
11 the canons was that less particularity is required when the facts lie more in the  
12 knowledge of the opposite party.

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

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

20 Not every fraud arises from an affirmative misstatement of material fact. ‘The principle  
21 is fundamental that “[deceit] may be negative as well as affirmative; it may consist of  
22 suppression of that which it is one’s duty to declare as well as of the declaration of that  
23 which is false.” [Citations.] Thus section 1709 of the Civil Code provides: “One who  
24 wilfully deceives another with intent to induce him to alter his position to his injury or  
25 risk, is liable for any damage which he thereby suffers.” Section 1710 of the Civil Code  
26 in relevant part provides: “A deceit, within the meaning of the last section, is either: ...  
27 3. The suppression of a fact, by one who is bound to disclose it, or who gives  
28 information of other facts which are likely to mislead for want of communication of

1 that fact....”” (Lovejoy v. AT&T Corp. (2001) 92 Cal.App.4th 85,95, 111 Cal.Rptr.2d  
2 711.) “[T]he elements of a cause of action for fraud based on concealment are:  
3 “(1) the defendant must have concealed or suppressed a material fact, (2) the  
4 defendant must have been under a duty to disclose the fact to the plaintiff, (3) the  
5 defendant must have intentionally concealed or suppressed the fact with the  
6 intent to defraud the plaintiff, (4) the plaintiff must have been unaware of the fact  
7 and would not have acted as he did if he had known of the concealed or suppressed  
8 fact, and (5) as a result of the concealment or suppression of the fact, the plaintiff  
9 must have sustained damage.”” (Kaldenbach v. Mutual of Omaha Life Ins. Co.  
10 (2009) 178 Cal.App.4th 830, 850, 100 Cal.Rptr.3d 637.).

11 The Joneses respond that, “[g]enerally speaking, manufacturers have a duty to warn  
12 consumers about the hazards inherent in their products. [Citation.] The requirement’s  
13 purpose is to inform consumers about a product’s hazards and faults of which they are  
14 unaware, so that they can refrain from using the product altogether or evade the danger  
15 by careful use.” (Johnson v. American Standard, Inc. (2008) 43 Cal.4th 56, 64-65, 74  
16 Cal.Rptr.3d 108, 179 P.3d 905, citing Anderson v. Owens-Corning Fiberglas Corp.  
17 (1991) 53 Cal.3d 987, 1003, 281 Cal.Rptr. 528, 810 P.2d 549; accord, Pannu v. Land  
18 Rover North America, Inc. (2011) 191 Cal.App.4th 1298, 1316, 120 Cal.Rptr.3d 605.)  
19 Thus, the Joneses argue, defendants owed a duty to share information about the toxicity  
20 of their products with those who could be expected to use those products, namely  
21 employees like Carlos, and they as plaintiffs should be permitted to explore the extent  
22 of defendants’ knowledge of these hazards in discovery without first identifying  
23 specific acts by defendants, precisely because defendants alone know when they  
24 became aware of the particular hazards associated with their products. Requiring  
25 specificity at this juncture, they assert, is neither realistic nor mandated by case law.  
26 As one court has aptly observed, “it is harder to apply [the requirement of specificity]  
27 to a case of simple nondisclosure. ‘How does one show “how” and “by what means”  
28 something didn’t happen, or “when” it never happened, or “where” it never

1 happened?”” (*Alfaro v. Community Housing Improvement System & Planning Assn.,*  
2 *Inc.* (2009) 171 Cal.App.4th 1356, 1384, 124 Cal.Rptr.3d 271 (Alfaro ); see also  
3 *Committee on Children’s Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d  
4 197,217, 197 Cal.Rptr. 783, 673 P.2d 660 [“ ‘[e]ven under the strict rules of common  
5 law pleading, one of the canons was that less particularity is required when the facts  
6 lie more in the knowledge of the opposite party ...”].)

7 These principles are equally pertinent to the scope of defendants’ duty to disclose.  
8 Although, typically, a duty to disclose arises when a defendant owes a fiduciary duty  
9 to a plaintiff (see, e.g., *Goodman v. Kennedy* (1976) 18 Cal.3d 335, 346-347, 134  
10 Cal.Rptr. 375, 556 P.2d 737), a duty to disclose may also arise when a defendant  
11 possesses or exerts control over material facts not readily available to the plaintiff.  
12 (See, e.g., *Magpali v. Farmers Group, Inc.* (1996) 48 Cal.App.4th 471,482, 55  
13 Cal.Rptr.2d 225 [“[t]he duty to disclose may arise without any confidential  
14 relationship where the defendant alone has knowledge of material facts which are not  
15 accessible to the plaintiff”].) In *LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 60  
16 Cal.Rptr.2d 539, a decision relied upon by defendants, each of the circumstances cited  
17 by the court in which a duty to disclose may exist absent the presence of a fiduciary  
18 relationship concerns the defendant’s exertion of control over material facts that were  
19 not disclosed to the plaintiff, that is, “when the defendant ha[s] exclusive knowledge  
20 of material facts not known to the plaintiff”; “when the defendant actively conceals a  
21 material fact from the plaintiff”; or “when the defendant makes partial representations  
22 but also suppresses some material facts.” (*Id.* at p. 336, 60 Cal.Rptr.2d 539.)

23 Here, the amended complaint alleges defendants were “aware of the toxic nature of  
24 their products” and “owed a duty to disclose the toxic properties of their products to  
25 [Carlos] because [they] alone had knowledge of material facts, to wit the toxic  
26 properties of their products, which were not available to [Carlos].” It also alleges  
27 defendants owed a duty to disclose because they “made representations regarding their  
28 products, but failed to disclose additional facts which materially qualify the facts

1 disclosed, and/or which rendered the disclosures made likely to mislead [Carlos].”  
2 These conclusory allegations are supplemented with respect to the single compound,  
3 DMF. The Joneses cite studies published as early as 1969 attesting to DMF’s toxicity,  
4 several years before Carlos began working at Goodyear where he was exposed to the  
5 Dow product containing DMF.

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

11 On balance, we conclude the amended complaint does provide adequate notice to the  
12 remaining defendants of the material facts they allegedly concealed from Carlos. Based  
13 upon the existing allegations, each defendant has received notice of the particular  
14 product it made that was used at the Goodyear and Upjohn plants at which Carlos  
15 worked. The pleading further alleges these products “contained significant  
16 concentrations of organic solvents ... and other toxic chemicals” and “[t]he toxicity of  
17 various organic solvents to the liver and kidney has long been recognized.” Each  
18 defendant is therefore on notice that it allegedly concealed or failed to disclose the  
19 toxic properties of the product it sold to Goodyear and Upjohn during the course of  
20 Carlos’s employment. Although sparse, nothing more is required at this early stage of  
21 the litigation.

22 141. At all times mentioned herein, Defendants were the manufacturers, suppliers,  
23 contractors, brokers, importers, producers and/or distributors of stone products which Plaintiff used  
24 and to which he was exposed in his work as a countertop cutter, fabricator and/or installer.

25 142. Defendants’ stone products are toxic and fibrogenic to the human lungs.

26 143. Before Plaintiff’s exposure to Defendants’ stone products, Defendants were aware of  
27 the toxic and fibrogenic nature of their stone products and that exposure to them causes silicosis.

1           144. Under the Hazard Communication Standard, Defendants were under a legal duty to  
2 disclose by labels to Plaintiff and by Safety Data Sheets to his employers both the toxic and  
3 fibrogenic properties of their products and use instructions that were adequate to prevent silicosis.

4           145. Under California common law, Defendants were legally obliged to fully disclose their  
5 products' toxic and fibrogenic properties directly to Plaintiff.

6           146. Defendants also owed a duty to disclose the toxic hazards of their stone products to  
7 Plaintiff because Defendants alone knew material facts, to wit the toxic properties of their products,  
8 which were not accessible to Plaintiff.

9           147. Defendants also owed a duty to disclose the toxic hazards of their stone products to  
10 Plaintiff because Defendants made representations regarding their products but failed to disclose  
11 additional facts that materially qualify the facts disclosed and/or which rendered the disclosures made  
12 likely to mislead Plaintiff.

13           148. Defendants also owed a duty to disclose the toxic hazards of their stone products to  
14 Plaintiff because a transactional relationship existed between Plaintiff and Defendants inasmuch as  
15 Plaintiff purchased and/or received toxic stone products from Defendants.

16           149. Notwithstanding their knowledge of the toxic and fibrogenic hazards of their stone  
17 products, at all material times hereto, Defendants concealed said toxic hazards from Plaintiff so that  
18 he would use Defendants' stone products in his work.

19           150. Before Plaintiff's exposure to Defendants' stone slab and block products, Defendants  
20 were aware that their artificial stone products contained extremely high concentrations of crystalline  
21 silica (approximately 95%), which produced extremely high levels of respirable crystalline silica in  
22 their ordinary and expected use, when fabricators and/or installers fabricate, cut, grind, drill, edge,  
23 and/or polish the products, so their products presented extreme hazards and risks to the health of  
24 exposed workers, in comparison with natural stone products such as granite (which contains about  
25 35% crystalline silica) and marble (which only contains about 5% crystalline silica).

26           151. Before Plaintiff's exposure to Defendants' stone products, Defendants were aware that  
27 commonly used and recommended protective measures (e.g., wet processing methods and air  
28 purifying respirators) were inadequate to prevent fabricators and installers from getting silicosis.

1           152. Before Plaintiff's exposure to Defendants' stone products, Defendants were aware that  
2 Plaintiff's employer lacked knowledge of the extreme toxic hazards of Defendants' stone products  
3 and that Plaintiff's employers were unaware of the extreme protective measures that are necessary  
4 to prevent fabricators and installers from getting silicosis from exposure to Defendants' stone  
5 products.

6           153. At all times before Plaintiff's exposure to Defendants' stone products, Defendants  
7 nevertheless concealed from Plaintiff and his employers the extreme protective measures necessary  
8 to prevent fabricators and installers from getting silicosis from exposure to Defendants' stone  
9 products.

10           154. At all times before Plaintiff's exposure to Defendants' stone products, Defendants  
11 failed to check and monitor the use of Defendants' stone products to determine whether Plaintiff's  
12 employers were using the products in such a manner so as not to endanger the health and safety of  
13 their employees, or whether Plaintiff's employers were endangering the health and safety of their  
14 employees by using Defendants' products in such a manner as would cause silicosis, other diseases,  
15 and death.

16           155. At all times before Plaintiff's exposure to Defendants' stone products, Defendants  
17 failed to cease selling their toxic and lethal stone products to Plaintiff's employers who, even with  
18 best efforts and intentions, were incapable of using Defendants' stone products safely, were  
19 incapable of protecting fabricators and installers from the respiratory and lethal hazards of  
20 Defendants' stone products, and, although they attempted to use Defendants' stone products as  
21 directed and intended, were nevertheless endangering the health and safety of their employees by  
22 exposing them to the toxic and lethal hazards of Defendants' stone products.

23           156. Notwithstanding their knowledge of the carcinogenic, toxic, and fibrogenic hazards of  
24 their stone products, at all material times hereto, Defendants concealed said hazards from Plaintiff  
25 so he would use Defendants' stone products in his work.

26           157. Plaintiff was unaware of the toxic and fibrogenic of Defendants' products and would  
27 not have acted as he did had he known of said hazards.

28

1 158. Defendants had a duty to disclose the toxic hazards of their products to Plaintiff's  
2 employers; Defendants concealed significant health hazards from Plaintiff; Defendants intended that  
3 Plaintiff use their products; and therefore intended and had reason to expect that their concealment  
4 of toxic hazards and health risks would be acted upon by Plaintiff who otherwise would not have  
5 used Defendants' stone products. In using Defendants' stone products, Plaintiff acted in justifiable  
6 reliance that Defendants had not concealed material facts of the toxic hazards of their stone products.

7 159. As a direct and proximate result of Defendants' fraudulent concealment of the toxic  
8 and fibrogenic hazards of their stone products, Plaintiff was exposed to Defendants' stone products  
9 in the course of his work as a countertop fabricator and installer, and he has sustained serious injuries  
10 and disease, including silicosis, and other conditions.

11 160. Each toxic stone product to which Plaintiff was exposed was manufactured,  
12 distributed, contracted, brokered and/or supplied by Defendants, including the Doe Defendants.

13 161. As a result of Plaintiff's exposure to Defendants' toxic stone products, toxins,  
14 including silica, metals, and other toxic substances, within said stone products entered Plaintiff's  
15 body.

16 162. Plaintiff suffers from specific illnesses, including silicosis and other related and  
17 consequential medical conditions as set forth herein.

18 163. Each of the foregoing toxic stone products caused Plaintiff's silicosis as well as his  
19 other related and consequential injuries as set forth herein.

20 164. Each toxin, including silica and every metal, that entered Plaintiff's body was a  
21 substantial factor in bringing about, prolonging, and aggravating Plaintiff's silicosis, and related and  
22 consequential injuries as set forth herein.

23 165. As a direct and proximate result of Defendants' fraudulent concealment of the toxic  
24 hazards of their stone products, Plaintiff suffers from silicosis and other related and consequential  
25 medical conditions as set forth herein.

26 166. As a direct and proximate result of Defendants' fraudulent concealment of the toxic  
27 hazards of their stone products, Plaintiff has been and will in the future be required to expend money  
28 and incur obligations for medical and related expenses in an amount not yet determined but which is

1 well more than the jurisdictional minimum of the Court, and Plaintiff has been unable to attend to  
2 his usual work and activities.

3 167. As a direct and proximate result of the defective warnings and use instructions of  
4 Defendants' stone products, the need for future medical monitoring is reasonably certain, and  
5 Plaintiff will suffer loss for the cost of future medical monitoring in a sum to be established according  
6 to proof.

7 168. As a further direct and proximate result of Defendants' fraudulent concealment of the  
8 toxic hazards of their stone products, Plaintiff has suffered lost income and will continue to suffer  
9 loss of future income, support, wages, and maintenance, lost earning capacity, loss of the ability to  
10 provide household services, and other pecuniary losses, all to Plaintiff's damage in a sum to be  
11 established according to proof.

12 169. As a further direct and proximate result of Defendants' fraudulent concealment of the  
13 toxic hazards of their stone products, Plaintiff has suffered past and will likely continue to suffer  
14 future physical pain, mental suffering, diminished quality of life, loss of enjoyment of life,  
15 disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation, emotional distress,  
16 fear of developing cancer or other serious illness, fear of death, and other damages.

17 170. As a further direct and proximate result of Defendants' fraudulent concealment of the  
18 toxic hazards of their stone products, Plaintiff has suffered and will continue to suffer general  
19 damages, according to proof at trial.

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



1 172. Defendants consciously decided to market their stone products with knowledge of their  
2 harmful effects and without remedying the toxic effects of their stone products, and such marketing,  
3 despite knowledge of the foregoing toxic hazards of Defendants' products, was ratified by the  
4 corporate officers and managers of each of the defendants. Defendants also misrepresented the nature  
5 of their stone products, by withholding information from Plaintiff regarding toxic and fibrogenic  
6 substances, including silica and metals, released from their products during their anticipated or  
7 reasonably foreseeable uses, and such misrepresentation and withholding of information was ratified  
8 by the corporate officers and managers of each of the Defendants.

9 173. Defendants' conduct in exposing Plaintiff to said toxic and fibrogenic stone products  
10 without adequate warnings of their toxic hazards and without adequate instructions for safe handling  
11 and use necessary to prevent disabling lung disease was despicable, malicious, oppressive, and  
12 perpetrated in conscious disregard of the rights and safety of Plaintiff.

13 **FIFTH CAUSE OF ACTION**

14 **(Breach of Implied Warranties – by Plaintiff Raul Alvarado Against All Defendants and Does**  
15 **1 through 100)**

16 174. Plaintiff Raul Alvarado incorporates by reference all of the foregoing paragraphs of  
17 this Complaint.

18 175. At all times mentioned herein, Defendants were the manufacturers, suppliers,  
19 contractors, brokers, importers, producers, and distributors of inherently hazardous stone products  
20 that were purchased by Plaintiff's employers and/or hirers and delivered to Plaintiffs employers  
21 and/or hirers' facilities, where Plaintiff, was exposed to Defendants' toxic stone products.

22 176. Defendants' stone products to which Plaintiff was exposed are toxic and fibrogenic.

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

1 178. Defendants, and each of them, breached said implied warranties, because their  
2 inherently hazardous stone products were not reasonably fit for their intended uses, were not of  
3 merchantable quality, were defective, and failed to function as safely as an ordinary user would  
4 expect when used in an intended or reasonably foreseeable manner, and caused serious injuries to  
5 Plaintiff to wit, silicosis, other injuries and disease.

6 179. From his use of the inherently hazardous stone products mentioned above, Plaintiff  
7 was exposed to toxins, including silica, metals, and other toxins in Defendants' stone products.

8 180. Each of the inherently toxic stone products to which Plaintiff was exposed was  
9 manufactured, contracted, brokered, and/or supplied by Defendants, including the Doe Defendants.

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

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

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

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

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

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

26 187. 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

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

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

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

13 **SIXTH CAUSE OF ACTION**

14 **(Loss of Consortium – by Plaintiff Maria Ramirez Against All Defendants and Does 1**  
15 **through 100)**

16 190. Plaintiff Maria Ramirez incorporates by reference all of the foregoing paragraphs of  
17 this Complaint.

18 191. Plaintiffs Raul Alvarado and Maria Ramirez have been living together as husband and  
19 wife at all material times.

20 192. As a direct and proximate result of Defendants' above-described conduct and  
21 Defendants' defective products, Plaintiff Maria Ramirez has lost and been deprived of the services,  
22 love, companionship, comfort, care, assistance, protection, affection, society, moral support, sexual  
23 relations, and solace of Plaintiff Raul Alvarado, all to the special and general damage of Plaintiff  
24 Maria Ramirez. Plaintiff anticipates further loss of consortium in the future.

25 ///

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs demand judgment against Defendants, and each of them, jointly  
3 and severally, for the following:

- 4 1. For general damages in the sum according to proof;  
5 2. For special damages in the sum according to the proof;  
6 3. Sums incurred and to be incurred for services of hospitals, physicians, surgeons,  
7 nurses and other medical supplies and services and monitoring;  
8 4. For costs of suit herein incurred;  
9 5. For punitive damages according to proof;  
10 6. For past and future loss of consortium;  
11 7. For pre-judgment interest and post-judgment interest according to law; and  
12 8. For such other and further relief as the court may deem just and proper.

13  
14 DATED: December 31, 2024

THE AMMONS LAW FIRM LLP

15  
16 By: /s/ Adam Milasincic

17 ADAM MILASINCIC

18 Attorney for Plaintiffs

19  
20 **DEMAND FOR JURY TRIAL**

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

22  
23 DATED: December 31, 2024

THE AMMONS LAW FIRM LLP

24  
25 By: /s/ Adam Milasincic

26 ADAM MILASINCIC

27 Attorney for Plaintiffs