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9 Attorneys for Plaintiffs  
10 REGENT INSURANCE COMPANY and  
GENERAL CASUALTY COMPANY OF WISCONSIN

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13

14 REGENT INSURANCE COMPANY, a  
Wisconsin Corporation; GENERAL  
15 CASUALTY COMPANY OF  
16 WISCONSIN, a Wisconsin Corporation,

17 Plaintiff,

18 vs.

19 CAMBRIA ENTERPRISES, an entity  
of unknown form/domicile; CAMBRIA  
20 ENTERPRISES LLC; a Minnesota  
Limited Liability Company; CAMBRIA  
21 COMPANY LLC; a Minnesota Limited  
Liability Company and DOES 1-50  
22 inclusive,

23 Defendants.  
24

Case No.: 2:25-cv-4142  
**COMPLAINT**

25 Comes now for their Complaint, Plaintiffs REGENT INSURANCE  
26 COMPANY and GENERAL CASUALTY COMPANY OF WISCONSIN  
27 (collectively "Plaintiffs") and allege:

28 ///

**NATURE OF ACTION**

1  
2 1. Plaintiffs bring this action pursuant to 28 U.S.C. §§ 1332, 2201, and 2202  
3 for declaratory judgment regarding the parties rights and obligations in connection  
4 with written commercial general liability policies, both primary and/or  
5 umbrella/excess, issued by one or both Plaintiffs in successive years from November  
6 1, 2005 to March 1, 2014 (the “Policies”) to named insured Defendant CAMBRIA  
7 ENTERPRISES, an entity of unknown form/domicile. At various times between 2005  
8 and 2014, the Policies also included as named insureds CAMBRIA ENTERPRISES  
9 LLC; a Minnesota Limited Liability Company; CAMBRIA COMPANY, LLC., a  
10 Minnesota Limited Liability Company, and DOES 1-50 (collectively “Defendants”).  
11 Defendants have been or may be sued in California by a number of individuals, estates,  
12 and/or trusts which seek damages against Defendants for alleged illness, injuries and,  
13 in some cases, deaths of individuals, and damages arising from the alleged use of  
14 products designed, manufactured, marketed, and sold by Defendants due to alleged  
15 hazardous materials contained in those products (“California Silica Lawsuits”). The  
16 injuries and damages alleged in the California Silica Lawsuits are alleged to have been  
17 principally caused by the inhalation or ingestion of silica dust and/or silica dust mixed  
18 with other materials. A true and correct copy of the case names, numbers, and venues  
19 of each of the California Silica Lawsuits filed as of the time of the filing of the instant  
20 Complaint is attached hereto as **Exhibit 1**. It is anticipated that additional lawsuits  
21 will be filed alleging the same general facts and circumstances as alleged in those  
22 actions described in **Exhibit 1**. Plaintiffs will disclose the identifying information of  
23 these later-filed actions by providing an updated **Exhibit 1** from time to time in this  
24 action.

25 2. Defendants tendered the California Silica Lawsuits to Plaintiffs under the  
26 Policies for defense and/or indemnity coverage.

**JURISDICTION AND VENUE**

27  
28 3. This Court has subject matter jurisdiction over this action pursuant to 28

1 U.S.C. § 1332(a)(1). There is complete diversity of citizenship between Plaintiffs and  
2 Defendants, and the amount in controversy exceeds the sum of \$75,000, exclusive of  
3 costs and interests.

4 4. This Court has personal jurisdiction over each of the Defendants in this  
5 matter.

6 5. Venue is proper pursuant to 28 U.S.C. § 1391(a)(2) because a substantial  
7 part of the events giving rise to the claims at issue in this action occurred in this  
8 District.

9 6. An actual controversy within the meaning of 28 U.S.C. §2201 exists  
10 between the parties in that Plaintiffs contend there is no coverage under any of the  
11 Policies issued by Plaintiffs to Defendants for the claims asserted in the California  
12 Silica Lawsuits, while Defendants contend there is coverage under those Policies.

13 7. Further, Plaintiffs contend that, because there is no coverage afforded by  
14 their Policies, there is no duty to provide a defense to Defendants against the claims  
15 asserted in the California Silica Lawsuits. Defendants contend the opposite – that there  
16 is a potential for coverage under the Policies and as to the primary Policies there is an  
17 immediate duty to defend Defendants against the claims asserted in the California  
18 Silica Lawsuits.

19 **PARTIES**

20 8. Plaintiff REGENT INSURANCE COMPANY is a corporation organized  
21 under the laws of Wisconsin, with its principal place of business in New York.

22 9. Plaintiff GENERAL CASUALTY COMPANY OF WISCONSIN is a  
23 corporation organized under the laws of Wisconsin, with its principal place of business  
24 in New York.

25 10. Defendant CAMBRIA ENTERPRISES is an entity of unknown form and  
26 domicile. It is identified as a named insured on the Policies. Plaintiffs are informed  
27 and believe, and thereon allege, that this defendant is, or may be, named in California  
28 Silica Lawsuits which are currently pending or which may be filed in the future.

1 Plaintiffs are further informed and believe, and thereon allege, that this defendant  
2 currently asserts or will assert that it is entitled to benefits under one or more of the  
3 Policies, including provision of a defense against one or more California Silica  
4 Lawsuits and/or for indemnification of damages awarded against it in one or more  
5 California Silica Lawsuits.

6 11. Plaintiffs are informed and believe and thereon allege that CAMBRIA  
7 ENTERPRISES LLC is a Minnesota Limited Liability Company and all of its  
8 members are citizens of Minnesota. It is identified as a named insured on the Policies.  
9 Plaintiffs are informed and believe and thereon allege that this defendant is or may be  
10 named in California Silica Lawsuits which are currently pending or which may be filed  
11 in the future. Plaintiffs are further informed and believe and thereon allege that this  
12 defendant currently asserts or will assert that it is entitled to benefits under one or more  
13 of the Policies, including provision of a defense against one or more California Silica  
14 Lawsuits and/or for indemnification of damages awarded against it in one or more  
15 California Silica Lawsuits.

16 12. Plaintiffs are informed and believe and thereon allege that CAMBRIA  
17 COMPANY LLC is a Minnesota Limited Liability Company and all of its members  
18 are citizens of Minnesota. “Cambria Company” is identified as a named insured on the  
19 Policies. Plaintiffs are informed and believe and thereon allege that this defendant is  
20 or may be named in California Silica Lawsuits which are currently pending or which  
21 may be filed in the future. Plaintiffs are further informed and believe and thereon  
22 allege that this defendant currently asserts or will assert that it is entitled to benefits  
23 under one or more of the Policies including provision of a defense against one or more  
24 California Silica Lawsuits and/or for indemnification of damages awarded against it  
25 in one or more California Silica Lawsuits.

26 13. Plaintiffs are informed and believe and thereon allege that all Defendants  
27 named herein were and/or are the manufacturers, distributors, suppliers, sellers,  
28 importers, brokers, and/or contractors of industrial stone products or otherwise

participated in some fashion in placing these products into the stream of commerce, including within the State of California. All Defendants were named as insureds in one or more of the Policies and are therefore named herein to allow this Court to afford complete relief to all parties to the insurance contracts at issue herein.

### **FACTUAL ALLEGATIONS**

#### **A. The Insurance Policies At Issue**

14. Plaintiffs issued the following Policies to one or more Defendants:

Insurer	Policy	Policy Type	Policy	Limit
Regent Insurance Company	11/1/2005 to 11/1/2006	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	11/1/2005 to 11/1/2006	Umbrella/Excess	CCU039958	\$10M
Regent Insurance Company	11/1/2006 to 11/1/2007	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	11/1/2006 to 11/1/2007	Umbrella/Excess	CCU039958	\$10M
Regent Insurance Company	11/1/2007 to 11/1/2008	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	11/1/2007 to 11/1/2008	Umbrella/Excess	CCU039958	\$10M
Regent Insurance Company	11/1/2008 to 11/1/2009	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	11/1/2008 to 11/1/2009	Umbrella/Excess	CCU039958	\$10M
Regent Insurance Company	11/1/2009 to 11/1/2010	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	11/1/2009 to 11/1/2010	Umbrella/Excess	CCU039958	\$10M
Regent Insurance Company	11/1/2010 to 12/31/2011	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	11/1/2010 to 12/31/2011	Umbrella/Excess	CCU039958	\$10M

Regent Insurance Company	12/31/2011 to 12/31/2012	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	12/31/2011 to 12/31/2012	Umbrella/Excess	CCU039958	\$10M
Regent Insurance Company	12/31/2012 to 3/1/2013	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	12/31/2012 to 3/1/2013	Umbrella/Excess	CCU039958	\$10M
Regent Insurance Company	3/1/2013 to 3/1/2014	General Liability/ Package	CCI 0399958	\$1M/\$1M
General Casualty Company of Wisconsin	3/1/2013 to 3/1/2014	Umbrella/Excess	CCU039958	\$10M

15. The most significant provisions of the primary and excess Policies identified above are set forth, *in haec verba*, below.

16. Each of the Regent Insurance Company primary Policies issued to Defendants were issued with Commercial General Liability Coverage forms CG 00011001, CG 0011204, and CG 00011207. The Commercial General Liability forms contain the same or similar language regarding the insuring agreement as provided below:

## **SECTION I – COVERAGES**

### **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

#### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty

1 to defend the insured against any "suit" seeking damages for  
2 "bodily injury" or "property damage" to which this insurance  
3 does not apply. We may, at our discretion, investigate any  
4 "occurrence" and settle any claim or "suit" that may result.  
5 But:

- 6 (1) The amount we will pay for damages is limited as  
7 described in Section III – Limits Of Insurance; and  
8 (2) Our right and duty to defend end when we have used  
9 up the applicable limit of insurance in the payment of  
10 judgments or settlements under Coverages A or B or  
11 medical expenses under Coverage C.

12 No other obligation or liability to pay sums or perform acts or  
13 services is covered unless explicitly provided for under  
14 Supplementary Payments – Coverages A and B.

15 **b.** This insurance applies to "bodily injury" and "property  
16 damage" only if:

- 17 (1) The "bodily injury" or "property damage" is caused by  
18 an "occurrence" that takes place in the "coverage  
19 territory"; and  
20 (2) The "bodily injury" or "property damage" occurs  
21 during the policy period.

22 17. Each of the primary Policies includes same or similar language regarding  
23 relevant definitions applied to various policy terms. These definitions include:

- 24  
25 3. "Bodily injury" means bodily injury, sickness or disease sustained  
26 by a person, including mental anguish, injury or illness or emotional  
27 distress and/or death resulting from any of these at any time.

28 \* \* \*

1           **13.**    “Occurrence” means an accident, including continuous or repeated  
2                   exposure to substantially the same general harmful conditions.

3   \* \* \*

4           **18.**    “Suit” means a civil proceeding in which damages because of bodily  
5                   injury, property damage or personal and advertising injury to which  
6                   this insurance applies are alleged. “Suit” includes:

- 7                   **a.**     an arbitration proceeding in which such damages are claimed  
8                                   and to which the insured must submit or does submit with our  
9                                   consent; or  
10                  **b.**     any other alternative dispute resolution proceeding in which  
11                                   such damages are claimed and to which the insured submits  
12                                   with our consent.

13           18.    Each of the primary Policies includes a Silica or Silica-Related Dust  
14   Exclusion endorsement which provides, in part:

15  
16                                   **SILICA OR SILICA-RELATED DUST EXCLUSION**

17   This endorsement modifies insurance provided under the following:

18                                   **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

19   **A.**    The following exclusion is added to **Paragraph 2., Exclusions of**  
20           **Section I – Coverage A – Bodily Injury And Property Damage**  
21           **Liability:**

22                   **2.    Exclusions**

23                                   This insurance does not apply to:

24                                   Silica Or Silica-Related Dust

- 25                   **a.**     "Bodily injury" arising, in whole or in part, out of the  
26                                   actual, alleged, threatened or suspected inhalation of,  
27                                   or ingestion of, "silica" or "silica-related dust".  
28                   **b.**     "Property damage" arising, in whole or in part, out of



1 the actual, alleged, threatened or suspected contact  
2 with, exposure to, existence of, or presence of, "silica"  
3 or "silica-related dust".

- 4 c. Any loss, cost or expense arising, in whole or in part,  
5 out of the abating, testing for, monitoring, cleaning up,  
6 removing, containing, treating, detoxifying,  
7 neutralizing, remediating or disposing of, or in any way  
8 responding to or assessing the effects of, "silica" or  
9 "silica-related dust", by any insured or by any other  
10 person or entity.

11 B. The following exclusion is added to Paragraph 2., Exclusions of  
12 Section I – Coverage B – Personal And Advertising Injury Liability:

13 **2. Exclusions**

14 This insurance does not apply to:

15 **Silica Or Silica-Related Dust**

- 16 a. "Personal and advertising injury" arising, in whole or in part,  
17 out of the actual, alleged, threatened or suspected inhalation  
18 of, ingestion of, contact with, exposure to, existence of, or  
19 presence of, "silica" or "silica-related dust".
- 20 b. Any loss, cost or expense arising, in whole or in part, out of  
21 the abating, testing for, monitoring, cleaning up, removing,  
22 containing, treating, detoxifying, neutralizing, remediating or  
23 disposing of, or in any way responding to or assessing the  
24 effects of, "silica" or "silica-related dust", by any insured or  
25 by any other person or entity.

26 C. The following definitions are added to the Definitions Section:

- 27 1. "Silica" means silicon dioxide (occurring in crystalline,  
28 amorphous and impure forms), silica particles, silica dust or

1 silica compounds.

2 2. "Silica-related dust" means a mixture or combination of silica and  
3 other dust or particles.

4 19. Each of the primary Policies also includes an exclusion for "expected or  
5 intended injury" which provides:

6  
7 **2. Exclusions**

8 This insurance does not apply to:

9 **a. Expected Or Intended Injury**

10 "Bodily injury" or "property damage" expected or intended  
11 from the standpoint of the insured. This exclusion does not  
12 apply to "bodily injury" resulting from the use of reasonable  
13 force to protect persons or property.

14 20. Each of the primary Policies is also subject to a Pollution exclusion that  
15 excludes coverage for:

16  
17 **f. Pollution**

18 (1) "Bodily injury" or "property damage" arising out of the actual, alleged  
19 or threatened discharge, dispersal, seepage, migration, release or escape of  
20 "pollutants":

21 (a) At or from any premises, site or location which is or was at any  
22 time owned or occupied by, or rented or loaned to, any insured.

23 However, this subparagraph does not apply to:

24 (i) "Bodily injury" if sustained within a building and caused  
25 by smoke, fumes, vapor or soot from equipment used to heat  
26 that building;

27 (ii) "Bodily injury" or "property damage" for which you may  
28 be held liable, if you are a contractor and the owner or lessee

1 of such premises, site or location has been added to your  
2 policy as an additional insured with respect to your ongoing  
3 operations performed for that additional insured at that  
4 premises, site or location and such premises, site or location  
5 is not and never was owned or occupied by, or rented or  
6 loaned to, any insured, other than that additional insured; or  
7 **(iii)** "Bodily injury" or "property damage" arising out of heat,  
8 smoke or fumes from a "hostile fire";

9 **(b)** At or from any premises, site or location which is or was at any  
10 time used by or for any insured or others for the handling, storage,  
11 disposal, processing or treatment of waste;

12 **(c)** Which are or were at any time transported, handled, stored,  
13 treated, disposed of, or processed as waste by or for:

14 **(i)** Any insured; or

15 **(ii)** Any person or organization for whom you may be legally  
16 responsible; or

17 **(d)** At or from any premises, site or location on which any insured  
18 or any contractors or subcontractors working directly or indirectly  
19 on any insured's behalf are performing operations if the "pollutants"  
20 are brought on or to the premises, site or location in connection with  
21 such operations by such insured, contractor or subcontractor.

22 However, this subparagraph does not apply to:

23 **(i)** "Bodily injury" or "property damage" arising out of the  
24 escape of fuels, lubricants or other operating fluids which are  
25 needed to perform the normal electrical, hydraulic or  
26 mechanical functions necessary for the operation of "mobile  
27 equipment" or its parts, if such fuels, lubricants or other  
28 operating fluids escape from a vehicle part designed to hold,

1 store or receive them. This exception does not apply if the  
2 "bodily injury" or "property damage" arises out of the  
3 intentional discharge, dispersal or release of the fuels,  
4 lubricants or other operating fluids, or if such fuels, lubricants  
5 or other operating fluids are brought on or to the premises,  
6 site or location with the intent that they be discharged,  
7 dispersed or released as part of the operations being  
8 performed by such insured, contractor or subcontractor;

9 (ii) "Bodily injury" or "property damage" sustained within a  
10 building and caused by the release of gases, fumes or vapors  
11 from materials brought into that building in connection with  
12 operations being performed by you or on your behalf by a  
13 contractor or subcontractor; or

14 (iii) "Bodily injury" or "property damage" arising out of heat,  
15 smoke or fumes from a "hostile fire".

16 (e) At or from any premises, site or location on which any insured  
17 or any contractors or subcontractors working directly or indirectly  
18 on any insured's behalf are performing operations if the operations  
19 are to test for, monitor, clean up, remove, contain, treat, detoxify or  
20 neutralize, or in any way respond to, or assess the effects of,  
21 "pollutants".

22 \* \* \*

23 21. Each of the umbrella/excess Policies were issued with Commercial  
24 General Liability Coverage Form CU 00011204 providing the following insuring  
25 agreement:

26  
27 **SECTION I — COVERAGES**

28 **1. Insuring Agreements**

**Coverage A. — Bodily Injury and Property Damage Liability**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **2.**

**Defense, Settlement and Supplementary Payments.**

b. This insurance applies to “bodily injury” and “property damage” only if:

(1) The “bodily injury” or “property damage” is caused by an “occurrence”.

(2) The “bodily injury” or “property damage” occurs during the policy period.

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II — Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.

The “occurrence” may take place anywhere in the world.

22. Each of the umbrella/excess Policies include same or similar language regarding relevant definitions applied to various policy terms. These definitions

include:

4. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, disability, mental injury, mental anguish or shock resulting from any of these at any time.

\* \* \*

14. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

\* \* \*

19. “Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage”, or “personal and advertising injury” to which this insurance applies are alleged. “Suit” includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

\* \* \*

23. Each of the umbrella/excess Policies includes a Silica or Silica-Related Dust Exclusion endorsement which provides, in part:

- A. The following exclusion is added to **Paragraph 3. Exclusions of SECTION I — COVERAGES:**

**3. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- (1) Any liability of the insured arising, in whole or in part,

1 out of the actual, alleged, threatened or suspected  
2 inhalation of, ingestion of, contact with, exposure to,  
3 existence of, or presence of, "silica" or "silica-related  
4 dust".

5 (2) Any loss, cost or expense arising, in whole or in part,  
6 out of the abating, testing for, monitoring, cleaning up,  
7 removing, containing, treating, detoxifying,  
8 neutralizing, remediating or disposing of, or in any way  
9 responding to or assessing the effects of, "silica" or  
10 "silica-related dust", by any insured or by any other  
11 person or entity.

12 **B. The following definition is added to SECTION V —**  
13 **DEFINITIONS:**

14 "Silica" means silicon dioxide (occurring in crystalline, amorphous  
15 and impure forms), silica particles, silica dust or silica compounds.

16 "Silica-related dust" means a mixture or combination of silica and  
17 other dust or particles."

18 24. In addition, each of the umbrella/excess Policies includes an exclusion  
19 for expected or intended injuries which provides:

20  
21 **2. Exclusions**

22 This insurance does not apply to:

23 **a. Expected Or Intended Injury**

24 "Bodily injury" or "property damage" expected or intended  
25 from the standpoint of the insured. This exclusion does not  
26 apply to "bodily injury" resulting from the use of reasonable  
27 force to protect persons or property.

28 25. Each of the umbrella/excess Policies is also subject to certain Total

Pollution exclusions, including, but not limited to, the following representative exclusion contained in an endorsement to the umbrella/excess Policies:

**TOTAL POLLUTION EXCLUSION WITH A BUILDING  
HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT  
EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion i. under Paragraph 2. Exclusions of Section I - Coverage A -  
Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:



(i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

For the purposes of this insurance, hose tile fire means one that becomes uncontrollable or breaks out from where it is intended to be.

(2) "Pollution cost or expense".

26. All of the Policies contain other exclusions which eliminate or limit the coverage afforded by the Policies for the California Silica Lawsuits.

27. With one exception, upon tender of the various claims asserted in the California Silica Lawsuits for defense and/or indemnity, Plaintiffs have declined coverage based on the terms, conditions, limitations, and exclusions in their respective policies.

28. That lone exception is the California Silica Lawsuit styled *Cesar Manuel Gonzalez Quiroz v. American Marble & Onyx Company, Inc., et al*, Los Angeles County Superior Court Case No. 24STCV01477 (the "*Gonzalez Quiroz Action*"). In that case, Regent Insurance Company initially denied coverage, but made a business decision to provide a defense to the Defendants named in that action pursuant to a full reservation of rights in that one lawsuit, where no other insurer had agreed to provide a defense, even though Regent Insurance Company believes there is no potential for

1 coverage under the Policies it issued to Defendants relevant to that action.

2 **B. The California Silica Lawsuits**

3 29. One or more of the Defendants herein are named in over 150 California  
4 Silica Lawsuits which allege the same or similar factual circumstances. A spreadsheet  
5 identifying each of the California Silica Lawsuits pending as of April 22, 2025 is  
6 hereto attached as **Exhibit 1**. Several new lawsuits asserting the same allegations and  
7 claims against Cambria are filed each week.

8 30. The Gonzalez Quiroz Action is representative of the claims and  
9 allegations asserted in the other California Silica Lawsuits. A true and correct copy of  
10 the Third Amended Complaint in the Gonzalez Quiroz Action is attached hereto as  
11 **Exhibit 2** (“3AC”) and incorporated herein.

12 31. In the 3AC, Gonzalez Quiroz alleges, *inter alia*:

13  
14 [3AC] 93. All stone products contain crystalline silica in varying  
15 concentrations from the lowest concentration of about 3-5% in marble to  
about 93-95% in traditional artificial stone.

16 94. Stone slabs or blocks are commercial products that require  
17 fabrication prior to installation for a consumer.

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

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

26 97. In addition to crystalline silica, pulmonary fibrosis (scarring of  
27 the lung tissue) is caused by many metals that are constituents of artificial  
28 stone, including aluminum, antimony, arsenic, chromium, cobalt, copper,

1 iron, manganese, nickel, titanium, tungsten, and vanadium. Some of these  
2 metals also cause an immunologic lung disease called hypersensitivity  
3 pneumonitis characterized by granulomas in lung tissue that also causes  
4 pulmonary fibrosis.

(Exhibit 2, p. 31-32.)

5 32. The 3AC also alleges that:

6  
7 [3AC] 99. Workers fabricating artificial stone products often develop  
8 progressive massive fibrosis due to high concentrations of crystalline silica  
9 and other toxic constituents of artificial stone.

10 100. The defendants named herein were and/or are the  
11 manufacturers, distributors, suppliers, sellers, importers, brokers, and/or  
12 contractors of industrial stone products. As stated above, these industrial  
13 stone products include “stone products,” “stone slabs,” “stone block,”  
14 “artificial stone,” “natural stone,” “silica-containing stone,” “treated  
15 natural stone,” which, after being fabricated and installed in consumers’  
16 homes and businesses would become “kitchen countertops,” “bathroom  
17 countertops,” and/or “stone countertops,” at which time and only then  
18 would they become consumer products. Pursuant to *Bockrath v. Aldrich  
19 Chemical Co.* (1999) 21 Cal.4th 71, these stone products, including all the  
20 definitions and variants thereof, as alleged above, are the products that  
21 caused Plaintiff’s injuries and occupational disease.

22 \*

23 105. While not required by *Bockrath*, in addition to the above terms  
24 for the defendants’ stone products, the following is a list further specifying  
25 the named Defendants’ stone products at issue in this case, named as they  
26 are named and/or marketed in the industry including by the defendants  
27 themselves, which Plaintiff cut, drilled, polished, fabricated and/or  
28 installed and to which he was injuriously exposed in his work as a cutter,  
fabricator, and installer:

\* \* \*

CAMBRIA COMPANY LLC  
Engineered Stone  
Quartz  
Cambria Quartz Surfaces

1 (Exhibit 2, p. 32-34, 39.)

2  
3 33. The 3AC further alleges:

4  
5 [3AC] 482. On January 5, 2001, Cambria issued a Material Safety Data  
6 Sheet for a product that it identified as “Quartz Surfaces.” In Section II of  
7 this document Cambria provided false and misleading information by  
8 identifying the product as a “Non Hazardous- Quartz Surfacing Product”  
9 and by stating that “exposure limits may be applicable . . . when cutting or  
10 grinding of the product is performed” because of its crystalline silica  
(quartz) content. The latter statement is false and misleading, because  
11 exposure limits for crystalline silica *always apply* when it is cut or ground.

12 483. Section VI of Cambria’s January 5, 2001 Material Safety Data  
13 Sheet, regarding Health Hazards, began with the misleading statements  
14 that “this product is not hazardous as shipped,” and that “grinding and  
15 cutting may generate dust containing crystalline silica.” The former  
16 statement is misleading because the product is extremely hazardous when  
17 used as intended; the latter statement is false and misleading, because dust  
18 containing crystalline silica is *always generated* when the material is  
19 ground or cut. This section states that “continued overexposure to  
20 respirable crystalline silica can cause silicosis, a chronic and progressively  
21 debilitating disease, created by the silica-containing scar tissue which  
22 forms in the lungs.” This statement is also false and misleading, because it  
23 indicates that only “continued overexposure” to respirable crystalline silica  
24 can cause silicosis, even though exposure to crystalline silica within  
25 occupational exposure limits (which is not an “overexposure”) likewise  
26 causes silicosis. In this section of the Material Safety Data Sheet, Cambria  
27 also misrepresented the carcinogenicity of the product by stating that “this  
28 product is not considered to be a carcinogen as shipped, only when dust  
containing crystalline silica is produced.” This statement is false, because  
the product is almost 100% crystalline silica and is therefore, by definition,  
carcinogenic to humans, the risk of harm depending on the nature and  
extent of exposure.

26 (Exhibit 2, p. 173-74 (emphasis in original).)

27 34. The 3AC also alleges:

1 [3AC] 106. From about 2008 to 2009, Plaintiff, CESAR MANUEL  
2 GONZALEZ QUIROZ, worked as a laborer at the Bernardino Sanchez  
3 fabrication shop on Arroyo Street in San Fernando, California, during  
4 which period he inhaled silica-containing dust from Defendants' stone  
products.

5 107. From about 2009 to 2015, Plaintiff, CESAR MANUEL  
6 GONZALEZ QUIROZ, worked as a cutter at the Bernardino Sanchez  
7 fabrication shop on Arroyo Street in San Fernando, California, during  
8 which period he inhaled silica-containing dust from Defendants' stone  
products.

9 108. From about 2015 to 2021, Plaintiff, CESAR MANUEL  
10 GONZALEZ QUIROZ, worked as a cutter at the Bernardino Sanchez  
11 fabrication shop on First Street in San Fernando, California, during which  
12 period he inhaled silica-containing dust from Defendants' stone products.

13 109. From about 2022 to mid-December 2023, Plaintiff, CESAR  
14 MANUEL GONZALEZ QUIROZ, worked as a cutter at 3 Bro Marble,  
15 located at 4547 W. 154th Street, Lawndale, CA 90260, during which  
period he inhaled silica-containing dust from Defendants' stone products.

16 110. From about 2008 to mid-December 2023, Plaintiff, CESAR  
17 MANUEL GONZALEZ QUIROZ, cut, ground, drilled, edged, polished,  
18 fabricated and/or installed Defendants' artificial stone and natural stone  
19 products to become countertops in kitchens and bathrooms. Plaintiff is  
20 informed and believes and thereon alleges that the injuries from which he  
21 suffers that are the subject of this action, were sustained in the course of  
his work in Los Angeles County, California, cutting, fabricating, and/or  
installing stone products.

22 111. Throughout the course of his work, Plaintiff, CESAR  
23 MANUEL GONZALEZ QUIROZ, worked with inherently hazardous  
24 stone products manufactured, imported, supplied, distributed, contracted,  
25 and/or brokered, by the named Defendants and Does 1-100. Plaintiff,  
CESAR MANUEL GONZALEZ QUIROZ, was thereby exposed to and  
inhaled stone dust containing silica and other toxins and carcinogens ....

26 112. As a direct and proximate result of his exposure to silica, metals  
27 and other toxins within said stone products manufactured, distributed,  
28 supplied, contracted, and/or brokered by Defendants, Plaintiff, CESAR

MANUEL GONZALEZ QUIROZ, developed lung disease characterized by pulmonary nodules, silicosis, pulmonary fibrosis, progressive massive fibrosis, and other forms of lung damage, and therefore has a significantly increased risk of developing other silica-related diseases such as lung cancer, chronic kidney disease, and autoimmune disorders such as rheumatoid arthritis, systemic lupus erythematosus, and systemic sclerosis (scleroderma).

113. As a direct and proximate result of his exposure to silica, metals and other toxins within said stone products manufactured, distributed, supplied, contracted, and/or brokered by Defendants, Plaintiff, CESAR MANUEL GONZALEZ QUIROZ, has had to receive substantial medical treatment, including hospitalizations and he will require surgeries, including a lung biopsy and lung transplantation.

(Exhibit 2, p. 56-57.)

35. Finally, the 3AC also alleges Gonzalez Quiroz suffered damages and other harm as a result of his exposure to silica and silica-related dust. For example:

[3AC] 1309. As a direct and proximate result of the conduct or omissions of the defendants, as aforesaid, plaintiff's exposure caused severe and permanent injury, damage, loss, or harm to the plaintiff, all to his general damage in a sum in excess of the jurisdictional limits of a limited civil case.

(Exhibit 2, p. 449.)

### **C. The Tender Of The Silica Lawsuits**

36. Each of the Silica Lawsuits listed in **Exhibit 1** have been tendered by one or more Defendants to Regent Insurance Company and/or General Casualty Company of Wisconsin for coverage. Plaintiffs declined coverage and Regent Insurance Company declined to defend the California Silica Lawsuits based on, among other terms, conditions, exclusions and definitions, the Silica Or Silica-Related Dust Exclusion included as part of each of Plaintiff's Policies issued to Defendants, with the exception of the *Gonzalez Quiroz* Action which, because of circumstances unique to that Action, Plaintiff Regent Insurance Company made a business decision to

1 provide a defense for Cambria Company LLC. This defense was provided subject to a  
2 full and complete reservation of rights under its Policies, at law and in equity,  
3 including the right to withdraw from the defense of Cambria Company LLC, the right  
4 to file an action for declaratory relief and/or to seek reimbursement from Cambria  
5 Company LLC for any sums Regent Insurance Company paid or may pay for legal  
6 expense on behalf of Cambria Company LLC in the *Gonzalez Quiroz* Action for  
7 claims which had/have no potential for coverage under the Regent Insurance Company  
8 Policies and/or withdraw coverage and seek reimbursement pursuant to the Insuring  
9 Agreement, the Silica Or Silica-Related Dust Exclusion, and the Total Pollution  
10 Exclusion, amongst other grounds.

11  
12 **FIRST CAUSE OF ACTION**

13 (Declaratory Relief – Claims Outside the Scope of the Insuring Agreement)

14 37. Plaintiffs incorporate paragraphs 1 through 36 herein as though fully set  
15 forth at length hereat.

16 38. Plaintiffs have complied with all of their obligations and duties under  
17 their respective Policies, except those duties which have been excused by the breach  
18 or nonperformance of Defendants, and/or each of them.

19 39. An actual controversy exists between Plaintiffs, on the one hand, and  
20 Defendants, on the other hand, relating to their respective rights and obligations under  
21 the Policies.

22 40. Plaintiffs contend the California Silica Lawsuits do not fall within the  
23 basic scope of coverage under the Policies including but not limited to the fact that the  
24 California Silica Lawsuits are not predicated upon an “occurrence” within the meaning  
25 of the Policies because no “accident” is alleged, and the California Silica Lawsuits  
26 also allege that Defendants named as defendants in each action knew prior to the  
27 Policies’ respective policy periods that the “bodily injuries” alleged in the California  
28 Silica Lawsuits had occurred. Accordingly, Plaintiffs contend that the California Silica



1 Lawsuits do not fall within the scope of coverage of the Insuring Agreements at issue  
2 in each of the Policies.

3 41. Defendants, and each of them, dispute these contentions.

4 42. A declaratory judgment is necessary to determine the rights and  
5 obligations of the parties under the Policies as to this issue.

6  
7 **SECOND CAUSE OF ACTION**

8 (Declaratory Relief – Silica Or Silica-Related Dust Exclusions)

9 43. Plaintiffs incorporate paragraphs 1 through 42 herein as though fully set  
10 forth at length hereat.

11 44. Plaintiffs have complied with all of their obligations and duties under  
12 their respective Policies, except those duties which have been excused by the breach  
13 or nonperformance of Defendants, and/or any of them.

14 45. An actual controversy exists between Plaintiffs on the one hand and  
15 Defendants on the other hand relating to their respective rights and obligations under  
16 the Policies.

17 46. Plaintiffs contend that the California Silica Lawsuits are precluded from  
18 coverage because they fall within the Silica Or Silica-Related Dust Exclusion in each  
19 of the Policies issued to Defendants, as the California Silica Lawsuits clearly arise in  
20 whole or part out of the “actual, alleged, threatened or suspected inhalation of, or  
21 ingestion of, ‘silica’ or ‘silica-related dust’” as they all allege facts relating to silica  
22 exposure and plaintiffs’ manifesting silica or silica-related dust caused health  
23 conditions, including silicosis. Accordingly, Plaintiffs contend coverage for the  
24 California Silica Lawsuits is excluded from coverage.

25 47. Defendants, and each of them, dispute these contentions.

26 48. A declaratory judgment is necessary to determine the rights and  
27 obligations of the parties under the Policies as to this issue.



**THIRD CAUSE OF ACTION**

(Declaratory Relief – Pollution Exclusion)

49. Plaintiffs incorporate paragraphs 1 through 48 herein as though fully set forth at length hereat.

50. Plaintiffs have complied with all of their obligations and duties under their respective Policies, except those duties which have been excused by the breach or nonperformance of Defendants, and/or any of them.

51. An actual controversy exists between Plaintiffs, on the one hand, and Defendants, on the other hand, relating to their respective rights and obligations under the Policies.

52. Plaintiffs contend that the California Silica Lawsuits are precluded from coverage because they fall within the pollution exclusions in each of the Policies issued to Defendants, as the California Silica Lawsuits as the Silica Lawsuits allege “Bodily injury” which “would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of ‘pollutants.’” Accordingly, Plaintiffs contend that coverage for the Silica Lawsuits is excluded from coverage.

53. Defendants, and each of them, dispute these contentions.

54. A declaratory judgment is necessary to determine the rights and obligations of the parties under the Policies as to this issue.

**FOURTH CAUSE OF ACTION**

(Defendant Cambria Company LLC Is Not An Insured Under Multiple Policies)

55. Plaintiffs incorporate paragraphs 1 through 54 herein as though fully set forth at length hereat.

56. Plaintiffs are informed and believe, and thereon allege that Cambria Company LLC was formed on or about December 7, 2009 by its original filing with the Secretary of State of the State of Minnesota as a domestic limited liability

1 company.

2 57. While Defendant Cambria Company LLC is named as a defendant in  
3 many of the personal injury/wrongful death actions identified in **Exhibit 1** hereto, it is  
4 not an insured under any of the Policies which may have been in effect prior to  
5 November 1, 2010.

6 58. As Defendant Cambria Company LLC is not identified as an insured  
7 under these Policies, there is no coverage for Defendant Cambria Company LLC under  
8 those Policies.

9 59. Plaintiffs have complied with all of their obligations and duties under  
10 their respective Policies, except those duties which have been excused by the breach  
11 or nonperformance of Defendants, and/or any of them.

12 60. An actual controversy exists between Plaintiffs, on the one hand, and  
13 Defendant Cambria Company LLC, on the other hand, relating to their respective  
14 rights and obligations under these Policies.

15 61. Plaintiffs contend, and/or reserves all rights to contend that there is no  
16 coverage for the California Silica Lawsuits owed to Defendant Cambria Company  
17 LLC because it is not an insured under the Policies.

18 62. Defendants, and each of them, dispute these contentions.

19 63. A declaratory judgment is necessary to determine the rights and  
20 obligations of the parties under the Policies as to this issue.

21  
22 **FIFTH CAUSE OF ACTION**

23 (Declaratory Relief – Other Policy Terms, Conditions, and Exclusions)

24 64. Plaintiffs incorporate paragraphs 1 through 63 herein as though fully set  
25 forth at length hereat.

26 65. Plaintiffs have complied with all of their obligations and duties under  
27 their respective Policies, except those duties which have been excused by the breach  
28 or nonperformance of Defendants, and/or any of them.

66. An actual controversy exists between Plaintiffs, on the one hand, and Defendants, on the other hand, relating to their respective rights and obligations under the Policies.

67. Plaintiffs contend, and/or reserves all rights to contend that there is no coverage for the California Silica Lawsuits due to the application of other terms, conditions, and exclusions of the Policies, including in light of new or additional information as it is obtained.

68. Defendants, and each of them, dispute these contentions.

69. A declaratory judgment is necessary to determine the rights and obligations of the parties under the Policies as to this issue.

## SIXTH CAUSE OF ACTION

(Reimbursement of Defense Costs and Expenses)

70. Plaintiffs incorporate paragraphs 1 through 69 herein as though fully set forth at length hereat.

71. Plaintiff Regent Insurance Company will pay attorney fees and costs incurred for the defense of the California Silica Lawsuits in excess \$75,000.

72. Because no potential for coverage has ever existed for the California Silica Lawsuits, Plaintiff Regent Insurance Company is entitled to reimbursement from Defendants for all amounts it has paid for uncovered defense expenses as to that Defendant on whose behalf such sums were expended.

73. Plaintiff Regent Insurance Company has fully reserved the right to reimbursement, hereby demands reimbursement, has received no reimbursement, and if no reimbursement is forthcoming is entitled to a judgment awarding such reimbursement of all amounts incurred by Regent Insurance Company in providing a defense to any Defendant as to claims for which there was no potential for coverage afforded under the Policies, Defendant will be unjustly enriched.

**PRAYER**

Wherefore, Plaintiffs Regent Insurance Company and General Casualty Company of Wisconsin each pray for the following relief:

A. A judicial declaration that no coverage is afforded for the California Silica Lawsuits on the grounds that the California Silica Lawsuits do not fall within the scope of the Insuring Agreement;

B. A judicial declaration that coverage is precluded by the Silica Or Silica-Related Dust Exclusions in the Policies because the California Silica Lawsuits allege “bodily injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, “silica” or “silica- related dust.”

C. A judicial declaration that coverage is precluded by the Pollution Exclusions in the Policies because the California Silica Lawsuits allege “bodily injury” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants.”

D. A judicial declaration that there is no coverage for the California Silica Lawsuits due to the application of other terms, conditions, and exclusions of the Policies.

E. For reimbursement to Plaintiff Regent Insurance Company of all sums paid by Regent Insurance Company for defense costs and expenses in connection with the California Silica Lawsuits as to claims for which there was no potential for coverage under the Policies from any Defendant as to whom Regent Insurance Company undertook the defense in a California Silica Lawsuit;

F. Costs of Suit;

G. Prejudgment interest, and

H. All other relief as the Court may deem appropriate, just and proper.

///

///

///

1 Dated: May 8, 2025

HINSHAW & CULBERTSON LLP

2  
3 By: /s/ David T. Hayek

John DeLascio (*Pro Hac Vice*  
*Forthcoming*)

4 David T. Hayek

Attorneys for Plaintiffs

5 REGENT INSURANCE COMPANY

and GENERAL CASUALTY

6 COMPANY OF WISCONSIN