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14 *Attorneys for the Plaintiffs*

15 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

16 **COUNTY OF LOS ANGELES**

17 CHARIS CAUSLY, an individual, and  
18 TRINITY CAUSLY, an individual;

19 Plaintiffs,

20 v.

21 MADRE RESTAURANTS, a business entity  
22 form unknown, and DOES 1 through 100

23 Defendant.

Case No.:

**PLAINTIFFS' COMPLAINT FOR  
DAMAGES FOR:**

**1<sup>st</sup> Cause of Action: Strict Product Liability**

**2<sup>nd</sup> Cause of Action: Breach of Implied  
Warranty**

**3<sup>rd</sup> Cause of Action: Negligence**

**4<sup>th</sup> Cause of Action: Negligence *Per se***

**DEMAND FOR JURY TRIAL**

24 **PLAINTIFFS' COMPLAINT**

25 COME NOW Plaintiffs CHARIS and TRINITY CAUSLY, individually ("Plaintiffs")  
26 who, by and through their attorneys, QUIRK LAW FIRM, LLP and MARLER CLARK, INC.,  
27 PS (motion for *pro hac vice* forthcoming), allege upon information and belief as follows:  
28

1 **PARTIES**

2 1. Plaintiffs are residents of Altadena in Los Angeles County, California.

3 2. The Defendant, MADRE RESTAURANTS (hereinafter “Defendant” or “Madre”),  
4 is a California corporation company organized and existing under the laws of the State of  
5 California, with its principal place of business located at 10426 National Blvd, Los Angeles,  
6 California At all times relevant to this matter, Madre was the manufacturer, supplier, packager,  
7 distributor, and/or seller of the adulterated food products that are the subject of this action, and  
8 the owner and operator of the Madre Oaxacan Restaurant and Mezcaleria located at 27007  
9 McBean Parkway, Valencia, California in Los Angeles County.  
10  
11

12 **JURISDICTION AND VENUE**

13 3. Plaintiffs’ causes of action arose and accrued in Los Angeles County, California,  
14 and Defendant’s principal place of business is in Los Angeles County, California. Therefore,  
15 jurisdiction and venue are proper in this Court.  
16

17 **GENERAL ALLEGATIONS**

18 **The *Salmonella* bacteria**

19 4. *Salmonella* is an enteric bacterium, which means that it lives in the intestinal  
20 tracts of humans and other animals. *Salmonella* bacteria are usually transmitted to humans by  
21 eating foods contaminated with human or animal feces. Contaminated foods usually look and  
22 smell normal. Contaminated foods are often of animal origin, but all foods, including vegetables,  
23 may become contaminated. An infected food handler who neglects to wash his or her hands with  
24 soap and warm water after using the bathroom may also contaminate food.  
25

26 5. Once in the lumen of the small intestine, the bacteria penetrate the epithelium,  
27 multiply, and enter the blood within 6-72 hours. As few as 15-20 cells of *Salmonella* bacteria  
28

1 can cause salmonellosis or a more serious typhoid-like fever. Variables, such as the health and  
2 age of the host and virulence differences among the serotypes, affect the nature and extent of the  
3 illness. Infants, elderly, hospitalized, and immune suppressed persons are the populations that  
4 are most susceptible to disease and suffer the most severe symptoms.  
5

6 6. The acute symptoms of *Salmonella* gastroenteritis include the sudden onset of  
7 nausea, abdominal cramping, and diarrhea lasting several days. The diarrhea often turns bloody.  
8 There is no real cure for *Salmonella* infection, except treatment of the symptoms. Persons with  
9 severe diarrhea may require rehydration, often with intravenous fluids.  
10

11 7. Persons with diarrhea usually recover completely, although it may be several  
12 months before bowel habits return entirely to normal. A small number of persons who are  
13 infected with *Salmonella* will go on to develop pains in their joints, irritation of the eyes, and  
14 painful urination. This development is called reactive arthritis, and it can last for months or years,  
15 sometimes leading to chronic arthritis that is difficult to treat. Antibiotic treatment does not make  
16 a difference in whether the person later develops arthritis.  
17

### 18 **The 2024 *Salmonella* Outbreak**

19 8. A foodborne outbreak of *Salmonella* was investigated by the Los Angeles County  
20 Department of Public Health in September 2024 after several people began reporting symptoms  
21 of foodborne illness that were eventually confirmed to be *Salmonella* cases with exposure to  
22 food from Madre Oaxacan Restaurant and Mezcaleria in Santa Clarita. Public Health was first  
23 notified on September 17 and closed the restaurant that day.  
24

25 9. A total of over 30 cases have been identified as part of this outbreak as of  
26 September 24, 2024 with reported exposures that occurred between September 12 and 14, 2024.  
27 Many cases reported experiencing diarrhea (some bloody), abdominal pain, vomiting, and fever.  
28

1           10. An inspection of the restaurant by public health resulted in several Critical  
2 Violations and Good Practice Retail Violations which may have contributed to Plaintiffs'  
3 illnesses.

4 **Plaintiffs' *Salmonella* Illnesses**

5  
6           11. On September 14, 2024, Plaintiffs visited the Madre Oaxacan Restaurant and  
7 Mezcaleria located at 27007 McBean Parkway, Valencia, California, 91355. Plaintiff Charis  
8 Causly consumed chips with salsa and guacamole, and shrimp tacos (organic corn tortillas,  
9 cabbage, creamy cilantro sauce, beer battered, pico de gallo). Plaintiff Trinity Causly ate chips  
10 with salsa and guacamole, and Barbacoa De Res (Angus Beef, dried chiles, spices, avocado  
11 leaves, salsa verde, black bean paste).

12  
13           12. Both Plaintiffs' symptoms began in the evening of September 15, 2024. At around  
14 9 PM Plaintiff Trinity Causly started experiencing abdominal discomfort, which progressed to  
15 nausea, diarrhea, and severe abdominal pain. At around 9:30 PM Plaintiff Charis Causly  
16 developed nausea, chills, and abdominal pain.

17  
18           13. Plaintiff Trinity Causly's symptoms progressed so quickly and severely that she  
19 was taken to the emergency department at Huntington Hospital in Pasadena, California on  
20 September 15, 2024, where she was admitted to the intensive care unit. Blood and stool tests  
21 confirmed the presence of *Salmonella* bacteria, and Trinity remained hospitalized until  
22 September 20, 2024.

23  
24           14. Plaintiff Charis Causly's symptoms progressed in severity until she too was taken  
25 to the emergency department at Huntington Hospital on September 17, 2024, where she was  
26 admitted for significant symptoms including severe abdominal pain. A CT scan of Charis'  
27

1 abdomen showed renal injury because of *Salmonella* infection. Charis also remained hospitalized  
2 until September 20, 2024.

3 15. As of September 24, 2024, both Plaintiffs continue to suffer symptoms from their  
4 respective *salmonella* illnesses and are continuing to recover.  
5

6 **CAUSES OF ACTION**

7 **Strict Liability – County I**

8 16. Plaintiffs incorporate paragraphs 1 – 15 herein by reference.

9 17. At all times relevant hereto, the Defendant was the manufacturer, supplier,  
10 packager, distributor, and/or seller of the adulterated food product that is the subject of this  
11 action.  
12

13 18. The adulterated food product that the Defendant manufactured, supplied,  
14 packaged, distributed, and/or sold was, at the time it left the Defendant’s control, defective and  
15 unreasonably dangerous for its ordinary and expected use because it contained a deadly  
16 pathogen.  
17

18 19. The adulterated food product that the Defendant manufactured, supplied,  
19 packaged, distributed, and/or sold was delivered to Plaintiffs without any change in its defective  
20 condition. The adulterated food product that the Defendant manufactured, supplied, packaged,  
21 distributed, and/or sold was used in the manner expected and intended, and was consumed by  
22 Plaintiffs.  
23

24 20. The Defendant owed a duty of care to Plaintiffs to manufacture, supply, package,  
25 distribute and/or sell food that was not adulterated, that was fit for human consumption, that was  
26 reasonably safe in construction, and that was free of pathogenic bacteria or other substances  
27 injurious to human health. The Defendant breached this duty.  
28

1 21. The Defendant owed a duty of care to Plaintiffs to manufacture, supply, package,  
2 distribute, and/or sell food that was fit for human consumption and that was safe to consume to  
3 the extent contemplated by a reasonable consumer. The Defendant breached this duty.  
4

5 22. Plaintiffs suffered injury and damages as a direct and proximate result of the  
6 defective and unreasonably dangerous condition of the adulterated food product that the  
7 Defendant manufactured, supplied, packaged, distributed, and/or sold.  
8

#### **Breach of Warranty – Count II**

9 23. Plaintiffs incorporate paragraphs 1-22 herein by reference.  
10

11 24. The Defendant is liable to the Plaintiffs for breaching express and implied  
12 warranties that they made regarding the adulterated product that Plaintiffs purchased and  
13 consumed.  
14

15 25. These express and implied warranties include the implied warranties of  
16 merchantability and/or fitness for a particular use.  
17

18 26. Specifically, the Defendant expressly warranted, through its sale of food for  
19 consumption by the public and by the statements and conduct of its employees and agents, that  
20 the food they prepared and sold was fit for human consumption and not otherwise adulterated or  
21 injurious to health.  
22

23 27. The contaminated food that the Defendant sold, and Plaintiffs consumed, would  
24 not pass without exception in the trade and was therefore in breach of the implied warranty of  
25 merchantability.  
26

27 28. The contaminated food sold to Plaintiffs was not fit for the uses and purposes  
28 intended by Plaintiffs or the Defendant, i.e., human consumption; this product was therefore in  
breach of the implied warranty of fitness for its intended use.

1           29.    As a direct and proximate result of the Defendant's breach of warranties, as set  
2   forth above, Plaintiffs sustained injuries, and damages in an amount to be determined at trial.

3   **Negligence – Count III**

4           30.    Plaintiffs incorporate paragraphs 1-29 herein by reference.

5           31.    The Defendant owed to Plaintiffs a duty to use reasonable care in the  
6   manufacture, supply, packaging, distribution, and sale of its food products, which duty would  
7   have prevented or eliminated the risk that the Defendant's food products would become  
8   contaminated with any dangerous pathogen. The Defendant breached this duty and was therefore  
9   negligent.  
10

11           32.    The Defendant had a duty to comply with all federal, state, and local statutes,  
12   laws, regulations, safety codes, and provisions pertaining to the manufacture, distribution,  
13   storage, and sale of its food product, but failed to do so, and was therefore negligent. Plaintiffs  
14   were among the class of persons designed to be protected by these statutes, laws, regulations,  
15   safety codes, and provisions pertaining to the manufacture, distribution, storage, and sale of  
16   similar food products. The Defendant breached this duty and was therefore negligent.  
17

18           33.    The Defendant had a duty to properly supervise, train, and monitor its respective  
19   employees, and to ensure that its respective employees complied with all applicable statutes,  
20   laws, regulations, safety codes, and provisions pertaining to the manufacture, distribution,  
21   storage, and sale of similar food products. The Defendant breached this duty and was therefore  
22   negligent.  
23

24           34.    The Defendant had a duty to use ingredients, supplies, and other constituent  
25   materials that were reasonably safe, wholesome, and free of defects, and that otherwise complied  
26   with applicable federal, state, and local laws, ordinances, regulations, codes, and provisions and  
27  
28

1 that were clean, free from adulteration, and safe for human consumption. The Defendant  
2 breached this duty and was therefore negligent.

3 35. As a direct and proximate result of the Defendant's negligence, Plaintiffs  
4 sustained injuries and damages in an amount to be determined at trial.  
5

6 **Negligence *Per se* – Count IV**

7 36. Plaintiffs incorporate paragraphs 1-35 herein by reference.

8 37. The Defendant had a duty to comply with all applicable state and federal  
9 regulations intended to ensure the purity and safety of its food products, including the  
10 requirements of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301, et seq.), and similar  
11 California food and public health statutes which prohibit the manufacture and sale of any food  
12 that is adulterated or otherwise injurious to health.  
13

14 38. The Defendant breached that duty and, as a result, was negligent *per se* in the  
15 manufacture, distribution, and sale of food adulterated with a deadly pathogen.  
16

17 39. As a direct and proximate result of the negligent *per se* conduct by the Defendant,  
18 Plaintiffs sustained injury and damages in an amount to be determined at trial.  
19

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs pray as follows:

22 (1) For judgment against the Defendant on Count I of this Petition in an amount that  
23 is fair and reasonable, for their costs incurred, and for any other relief to which  
24 they may be entitled;

25 (2) For judgment against the Defendant on Count II of this Petition in an amount that  
26 is fair and reasonable, for their costs incurred, and for any other relief to which  
27 they may be entitled;  
28



1 (3) For judgment against the Defendant on Count III of this Petition in an amount  
2 that is fair and reasonable, for their costs incurred, and for any other relief to  
3 which they may be entitled;

4  
5 (4) For judgment against the Defendant on Count IV of this Petition in an amount  
6 that is fair and reasonable, for their costs incurred, and for any other relief to  
7 which they may be entitled;

8 (5) For costs of suit herein incurred; and

9 (6) For such other and further relief as this Court may deem proper.  
10

11 DATED: September 25, 2024

12 QUIRK LAW FIRM, LLP

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