

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

The Reroofing Specialists, Inc., 16:3 Inc., A1 Factory Direct Roofing Inc., A-1 All American Roofing Co., Inc., Academy Roofing Co., Inland Valley Roofing, Inc., Priority Roof Service, Inc., and DOES 1-500.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CONSUMER ADVOCACY GROUP, INC., in the interest of the Public,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**CONFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

JUL 31 2007

John A. Clarke, Clerk/Clerk
By D.M. Swain Deputy
D.M. Swain

COPY

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of the State of California for the County of Los Angeles
Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, California 90012

CASE NUMBER:
(Número del Caso):

BC375084

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
REUBEN YERUSHALMI, YERUSHALMI & ASSOCIATES, 3700 WILSHIRE BLVD., SUITE 480,
LOS ANGELES, CA 90010, 213-382-3183

DATE:
(Fecha)

JUL 31 2007

John A. Clarke

Clerk, by
(Secretario)

D.M. Swain

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

[SEAL]

1 REUBEN YERUSHALMI (SBN 193981)
2 DANIEL D. CHO (SBN 105409)
3 BEN YERUSHALMI (SBN 232540)
4 YERUSHALMI & ASSOCIATES
5 3700 WILSHIRE BLVD., SUITE 480
6 LOS ANGELES, CA 90010
7 Telephone: 213-382-3183
8 Facsimile: 213-382-3430
9 Email: lawfirm@yeroushalmi.com

10 Attorneys for Plaintiff,
11 Consumer Advocacy Group, Inc.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

14 CONSUMER ADVOCACY GROUP,)
15 INC., in the interest of the Public,)
16 Plaintiff,)
17 v.)
18 THE REROOFING SPECIALISTS, INC.,)
19 16:3 INC., A1 FACTORY DIRECT)
20 ROOFING INC., A-1 ALL AMERICAN)
21 ROOFING CO., INC., ACADEMY)
22 ROOFING CO., INLAND VALLEY)
23 ROOFING, INC., PRIORITY ROOF)
24 SERVICE, INC., and DOES 1-500,)
25 Defendants.)

Case No.

BC 375084

COMPLAINT

1. Violation of Proposition 65, the Safe
Drinking Water and Toxic Enforcement
Act of 1986 (Health & Safety Code §§
25249.5, et seq.)

Action is an Unlimited Civil Case
(Amount demand exceeds \$25,000)

26 BACKGROUND AND PRELIMINARY FACTS

- 27 1. In 1986, California voters approved an initiative to address growing concerns about
28 exposure to toxic chemicals. The initiative, The Safe Drinking Water and Toxic
Enforcement Act of 1986, codified at Health and Safety Code sections 25249.5 et seq.

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John A. Clark, Executive Officer/Clerk
By D.M. Swain Deputy

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1 ("Proposition 65"), helps to protect California's drinking water sources from
2 contamination, to allow consumers to make informed choices about the products they
3 buy, and to enable persons to protect themselves from toxic chemicals as they see fit.

- 4
- 5 2. Proposition 65 requires the Governor of California to publish a list of chemicals known to
6 the state to cause cancer, birth defects, or other reproductive harm ("Proposition 65-
7 Listed Chemicals"). (Health & Saf. Code, § 25249.8.) The list, which the Governor
8 updates at least once a year, contains over 550 chemicals. Proposition 65 imposes
9 warning requirements and other controls that apply to Proposition 65-Listed Chemicals.
- 10
- 11 3. All businesses with ten or more employees that operate or sell products in California
12 must comply with Proposition 65. Under Proposition 65, businesses are: (1) prohibited
13 from knowingly discharging Proposition 65-Listed Chemicals into sources of drinking
14 water (Health & Saf. Code, § 25249.5), and (2) required to provide "clear and
15 reasonable" warnings before exposing a person, knowingly and intentionally, to a
16 Proposition 65-Listed Chemical (Health & Saf. Code, § 25249.6). A business can satisfy
17 its obligations under Health and Safety Code section 25249.6 by the tendering the
18 requisite warnings through various means, e.g. labeling a consumer product, posting
19 signs, or publishing notices in a newspaper.

20

21

22 **THE PARTIES**

- 23 4. Plaintiff, Consumer Advocacy Group, Inc. ("Plaintiff"), is a non-profit corporation
24 qualified to do business in the State of California. It brings this action in the public
25 interest as defined under Health and Safety Code section 25249.7, subdivision (d).
- 26
- 27 5. Defendants The Reroofing Specialists, Inc., 16:3 Inc., A1 Factory Direct Roofing Inc.,
28 A-1 All American Roofing Co., Inc., Academy Roofing Co., Inland Valley Roofing, Inc.,

1 Priority Roof Service, Inc., and DOES 1-500, are and at all times mentioned herein have
2 been qualified to do business in the State of California. At all times mentioned herein,
3 such defendants have conducted business within the State of California.
4

5 6. Plaintiff is ignorant of the true names and capacities of defendants sued as Does 1-500.
6 Plaintiff therefore sues these defendants by such fictitious names. Plaintiff will amend
7 this complaint to allege their true names and capacities when ascertained. Plaintiff is
8 informed, believes, and thereon alleges that each fictitiously named defendant is
9 responsible in some manner for the occurrences and damages alleged herein.
10

11 7. At all times mentioned herein, "Defendants" include The Reroofing Specialists, Inc., 16:3
12 Inc., A1 Factory Direct Roofing Inc., A-1 All American Roofing Co., Inc., Academy
13 Roofing Co., Inland Valley Roofing, Inc., Priority Roof Service, Inc., and Does 1 through
14 500.
15

16 JURISDICTION AND VENUE

17 8. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article
18 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except
19 those given by statute to other trial courts. Plaintiff brings this lawsuit under statutes that
20 do not specify any other basis of jurisdiction.
21

22 9. In 2000 and 2001, and continuing thereafter, Plaintiff conducted research, from which it
23 identified an industry-wide practice among California companies, which install, repair, or
24 replace roofs, of exposing, knowingly and intentionally, persons to asphalt without first
25 providing clear and reasonable warnings of such to exposed persons prior to exposure.
26 Asphalt is extremely toxic, containing numerous Proposition 65-Listed Chemicals.
27
28

FIRST CAUSE OF ACTION

1
2 **By Plaintiff, CONSUMER ADVOCACY GROUP, INC., and against Defendants THE**
3 **REROOFING SPECIALISTS, INC., 16:3 INC., A1 FACTORY DIRECT ROOFING INC.,**
4 **A-1 ALL AMERICAN ROOFING CO., INC., ACADEMY ROOFING CO., INLAND**
5 **VALLEY ROOFING, INC., PRIORITY ROOF SERVICE, INC., and DOES 1-500, for**
6 **violation of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986**
7 **(Health and Safety Code sections 25249.5, et seq.)**
8

9
10 10. Plaintiff repeats and incorporates by reference the preceding paragraphs of this complaint
11 as though fully set forth herein.

12 11. Defendants are and at all times mentioned herein have been engaged in the business of
13 installing, repairing, and or replacing the roofs on residential and commercial structures.

14 12. Defendants have been exposing persons, knowingly and intentionally, by deliberately
15 using asphalt, to the constituent Proposition 65-Listed Chemicals of asphalt, without first
16 giving clear and reasonable warning of such to exposed persons before the time of
17 exposure. (Health & Saf. Code, § 25249.6.)
18

19 13. Plaintiff mailed a separate Proposition 65 60-day Notice of intent to sue to The Reroofing
20 Specialists, Inc., 16:3 Inc., A1 Factory Direct Roofing Inc., A-1 All American Roofing
21 Co., Inc., Academy Roofing Co., Inland Valley Roofing, Inc., and Priority Roof Service,
22 Inc., respectively. Such Notices stated that each respective defendant, by failing to warn
23 persons of exposures to Proposition 65-Listed Chemicals before exposing them to such
24 chemicals, violated Proposition 65. Plaintiff mailed copies of each notice to the Office of
25 the Attorney General, State of California, Department of Justice ("Attorney General"),
26 and the County District Attorneys for each county and City Attorneys for each city
27
28

1 containing a population of at least 750,000 people, within which each respective named
2 defendant violated Proposition 65.

3
4 14. On or about July 26, 2006, Plaintiff sent a Proposition 65 60-Day Notice of intent to sue
5 to The Reroofing Specialists, Inc., alleging the facts found in Paragraph 12 of this
6 pleading.

7
8 15. On or about February 22, 2006, Consumer Advocacy Group, Inc. sent a Proposition 65
9 60-Day Notice of intent to sue to 16:3 Inc., aka ARC Roofing, alleging the facts in
10 Paragraph 12 of this pleading.

11
12 16. On or about May 10, 2006, Consumer Advocacy Group, Inc. sent a Proposition 65 60-
13 Day Notice of intent to sue to A1 Factory Direct Roofing Inc. alleging the facts found in
14 Paragraph 12 of this pleading.

15
16 17. On or about June 5, 2006, Consumer Advocacy Group, Inc. sent a Proposition 65 60-Day
17 Notice of intent to sue to A-1 All American Roofing Co., Inc., alleging the facts found in
18 Paragraph 12 of this pleading.

19
20 18. On or about June 27, 2006, Consumer Advocacy Group, Inc. sent a Proposition 65 60-
21 Day Notice of intent to sue to Academy Roofing Co. alleging the facts found in
22 Paragraph 12 of this pleading.

23
24 19. On or about May 10, 2006, Consumer Advocacy Group, Inc. sent a Proposition 65 60-
25 Day Notice of intent to sue to Inland Valley Roofing, Inc., alleging the facts found in
26 Paragraph 12 of this pleading.

27
28 20. On or about May 10, 2006, Consumer Advocacy Group, Inc. sent a Proposition 65 60-
Day Notice of intent to sue to Priority Roof Service, Inc., alleging the facts found in
Paragraph 12 of this pleading.

1 21. Each Proposition 65 60-Day Notice of intent to sue listed above included a certificate of
2 merit executed by the attorney for the noticing party. The certificate of merit stated that
3 the attorney for the noticing party who executed the certificate had consulted with at least
4 one person with relevant and appropriate expertise who had reviewed data regarding the
5 exposure to the Proposition 65-Listed Chemicals subject to the action. Based on that
6 information, the attorney for the noticing party who executed the certificate believed
7 there was a reasonable and meritorious case for this private action. The attorney for the
8 noticing party attached to the certificate of merit served on the Attorney General
9 information sufficient to establish the basis of the certificate of merit.
10
11

12 22. Plaintiff is commencing this action more than sixty days (plus additional time for mailing
13 of notice pursuant to the Code of Civil Procedure) from the date Plaintiff gave notice of
14 the alleged violations of Proposition 65 to each named defendant, the Attorney General,
15 and applicable district attorneys and city attorneys in whose jurisdictions the violations
16 allegedly occurred.
17

18 23. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General, nor
19 any applicable district attorney or city attorney has commenced and is diligently
20 prosecuting an action against the violation.
21

22 24. Between three years before the sending of each respective Proposition 65 60-Day Notice
23 of intent to sue and the present, in the normal course of business, Defendants installed,
24 repaired, and or replaced roofs. Defendants have been exposing, knowingly and
25 intentionally, reasonably foreseeable members of the public, including occupants of the
26 structures serviced, neighbors of the same, passersby, motorists, and inspectors not
27 employed by Defendants, to Proposition 65-Listed Chemicals by using asphalt, including
28

1 hot asphalt, "cold" asphalt emulsions and adhesives, asphalt shingles, and inter-ply layers
2 of asphalt or coal tar. Defendants exposed such persons without providing "clear and
3 reasonable" warnings to affected persons before exposing such persons, knowingly and
4 intentionally, to Proposition 65-Listed Chemicals. In doing so, Defendants violated
5 Proposition 65.
6

7 ENVIRONMENTAL EXPOSURES

8 25. As to environmental exposures, Defendants failed to provide any warning that either (a)
9 appears on a sign in the affected area, (b) constitutes a posting of signs in the manner
10 described in Cal. Code Regs., tit. 3, § 6776(d), (c) is in a notice mailed or otherwise
11 delivered to each occupant in the affected area at least once in any three-month period, or
12 (d) is provided by public media announcements that targets the affected area at least once
13 in any three-month period.
14

15 OCCUPATIONAL EXPOSURES

16 26. As to Occupational Exposures, Defendants failed to provide an adequate warning.
17
18 27. Between three years before the sending of each respective Proposition 65 60-Day Notice
19 of intent to sue and the present, in the normal course of business, Defendants installed,
20 repaired, and or replaced roofs. Defendants have also been exposing, knowingly and
21 intentionally, their employees, including roofing contractors, drivers, roofing installers,
22 and workers otherwise involved in the installation, repair, and or replacement of roofs, to
23 Proposition 65-Listed Chemicals by using asphalt, including hot asphalt, "cold" asphalt
24 emulsions and adhesives, asphalt shingles, and inter-ply layers of asphalt or coal tar.
25 Defendants exposed such employees without providing "clear and reasonable" warnings
26
27
28

1 to affected employees before exposing such persons, knowingly and intentionally, to
2 Proposition 65-Listed Chemicals. In doing so, Defendants violated Proposition 65.

3
4 28. The sources of exposures are the constituent chemicals of asphalt, as listed in this
5 complaint. The locations of the exposures include:

- 6 a. Violators' principal places of business and areas within 50 feet of the same;
- 7 b. Areas along and within 50 feet of the routes traveled between said principal
8 places of business and where Defendants stored roofing materials, such as storage
9 facilities and garage areas, wherein Defendants also prepared and heated the
10 asphalt;
- 11 c. Areas along and within 50 feet of the routes traveled between said principal
12 places of business and where Defendants performed roofing work, including
13 roofing installations, removals, and replacements; and
- 14 d. Areas within 50 feet of where Defendants performed roofing work or established
15 staging grounds for the performance of such work.
16
17

18 32. These Environmental and Occupational Exposures occurred in the California counties
19 whose district attorneys received copies of the operative 60-Day Notices relevant to each
20 respective named defendant.
21

22 33. The route of exposure for Environmental Exposures is inhalation contact whereby
23 affected persons breathed in the ambient air, which contained asphalt, asphalt smoke, or
24 associated fumes, causing contact with their mouths, throats, esophagi, and lungs.
25 Defendants possessed sufficient control over the relevant areas to control the quality of
26 the ambient air.
27
28

1 34. The route of exposure for Occupational Exposures is inhalation contact whereby affected
 2 employees breathed in the ambient air, which contained asphalt, asphalt smoke, or
 3 associated fumes, causing contact with their mouths, throats, esophagi, and lungs.
 4 Defendants possessed sufficient control over the relevant areas to control the quality of
 5 the ambient air. Employees also sustained inhalation contact by inhaling particulate
 6 matter and other airborne constituents, including gaseous emissions released from "cold"
 7 asphalt emulsions and adhesives, asphalt shingles, and inter-ply layers of asphalt or coal
 8 tar, when they removed various roofing products from packaging and or tore out
 9 previously installed roofing products in preparation of re-roofing. The route of exposure
 10 for Occupational Exposures is also Dermal Contact, whereby employees allowed their
 11 bare skin to touch, intentionally or inadvertently, asphalt products, while mixing, heating,
 12 transporting, or applying the same. Dermal Contact also occurred when Employees, after
 13 allowing work gloves to touch asphalt, then touched their bare skin with the asphalt-
 14 impregnated work gloves. Said exposures occurred in the California counties whose
 15 district attorneys received copies of the operative notices.

19 35. For each type and means of exposure, Defendants have exposed and are exposing the
 20 above referenced persons to the Proposition 65-Listed Chemicals listed below.

22 **CARCINOGENS**

23 Benz[a]anthracene	Chrysene	Toluene diisocyanate	Formaldehyde (gas)
24 5-Methylchrysene	Nickel and Nickel Compounds	Dichloromethane (Methylene Chloride)	Benzene
25 Lead and Lead Compounds	Benzo[b]flouranthene	Benzo[k]flouranthene	Benzo[a]pyrene
26 Indeno[1,2,3-cd]pyrene	Acetaldehyde	Beryllium and Beryllium compounds	Arsenic (inorganic arsenic compounds)
28 Cadmium and Cadmium compounds	Chromium (hexavalent compounds)	Tetrachloroethylene (Perchloroethylene)	Trichloroethylene

1	Formaldehyde (gas)	Chrysene	Dibenz[a,h]anthracene	Carbazole
2	Dibenzo[a,i]pyrene	Dibenzo[a,e]pyrene	Dibenz[a,j]acridine	Dibenzo[a,h]p
3	Dibenzo[a,l]pyrene			

REPRODUCTIVE TOXINS

4	Toluene	Carbon Disulfide	Benzene	Lead
5	Mercury and Mercury compounds	Arsenic (inorganic oxides)	Cadmium	

36. Each Proposition 65-Listed Chemical listed above first appeared on the Governor's Proposition 65 list more than twenty months before the sending of a Proposition 65 60-Day Notice of intent to sue to each respective named defendant. Therefore, each Proposition 65-Listed Chemical was subject to Proposition 65 warning requirements at the times of the exposures alleged herein.

37. For the past several years, both the Attorney General and Plaintiff have investigated and prosecuted asphalt roofing entities as an industry for alleged violations of Proposition 65. Plaintiff and its counsel expended and continue to expend significant resources, including time, money, and energy, in trying to bring all members of the Asphalt Roofing Industry in compliance with Proposition 65. The Attorney General and Plaintiff co-litigated a previous action that resulted in a universal settlement reached with over 100 asphalt roofing entities. That settlement had an extensive opt-in period that allowed all roofing entities, including these defendants, to join the settlement and end not only their continual violations of Proposition 65, but also their potential liabilities for alleged violations of the statute. Accordingly, these defendants have had plenty of time and opportunities to end their violations of Proposition 65 and come into compliance with the law.

38. Instead, these defendants flouted the various opportunities they had to comply with Proposition 65, and chose instead not to participate in a win-win settlement agreement

1 offered by both the Attorney General and Plaintiff. The settlement these defendants
2 chose not to participate in would have benefited all parties involved, in that it would have
3 required defendants to significantly reduce both their employees' as well as the public's
4 exposures to deadly chemicals, and would have obligated these defendants to post the
5 required warnings. By choosing to continue their violations, these defendants have
6 significantly enlarged their potential liabilities for violating Proposition 65.
7

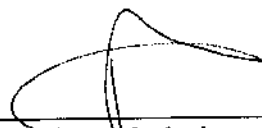
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff in the FIRST CAUSE OF ACTION demands against each defendant as
10 follows:
11

- 12 1. A permanent injunction pursuant to Health and Safety Code section 25249.7, subdivision (a)
13 and the equitable powers of the court;
- 14 2. Penalties pursuant to Health and Safety Code section 25249.7, subdivision (b) of \$2,500.00
15 per day per violation;
- 16 3. Costs of suit;
- 17 4. Reasonable attorney fees and costs; and
- 18 5. Any further relief that the court may deem just and equitable.
19

20 Dated: July 31, 2007

YEROUSHALMI & ASSOCIATES

21
22 
23 _____
24 Reuben Yeroushalmi
25 Attorney for Plaintiff,
26 Consumer Advocacy Group, Inc.
27
28