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ENHANCED
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By Molly Kautz

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA

10
11 CENTER FOR ENVIRONMENTAL HEALTH,)
a non-profit corporation,)

12 Plaintiff,)

13 v.)

14)
15 LULU NYC LLC, *et al.*, and Defendant DOES 1)
through 500, inclusive,)

16 Defendants.)

17)
18 _____)
And Consolidated Cases.)
19 _____)

Lead Case No. RG 09-459448

[Consolidated with Case No. RG 10-494289; Case No. RG 10-494513; and Case No. RG 10-494517]

**FIRST AMENDED COMPLAINT –
CENTER FOR ENVIRONMENTAL
HEALTH V. BAG BAZAAR, LTD.;
CASE NO. RG 10-494517**

Health & Safety Code §25249.6, *et seq.*

(Other)

1 Plaintiff Center for Environmental Health, in the public interest, based on
2 information and belief and investigation of counsel, except for information based on knowledge,
3 hereby makes the following allegations:

4 **INTRODUCTION**

5 1. This First Amended Complaint seeks to remedy Defendants' continuing
6 failure to warn individuals in California that they are being exposed to lead and lead compounds
7 (collectively, "Lead"), chemicals known to the State of California to cause cancer and birth
8 defects and other reproductive harm. Such exposures have occurred, and continue to occur,
9 through the manufacture, distribution, sale and/or use of Defendants' wallets, handbags, purses
10 and clutches made with leather, vinyl or imitation leather materials (the "Products"). Consumers,
11 including pregnant women, are exposed to Lead when they use, touch or handle the Products.

12 2. Under California's Proposition 65, Health and Safety Code §25249.5, *et*
13 *seq.*, it is unlawful for businesses to knowingly and intentionally expose individuals in California
14 to chemicals known to the State to cause cancer, birth defects or other reproductive harm without
15 providing clear and reasonable warnings to individuals prior to their exposure. Defendants
16 introduce Products contaminated with significant quantities of Lead into the California
17 marketplace, exposing consumers of their Products, many of whom are pregnant women, to
18 Lead.

19 3. Despite the fact that Defendants expose pregnant women, children and
20 other people who come into contact with the Products to Lead, Defendants provide no warnings
21 whatsoever about the carcinogenic or reproductive hazards associated with these Lead exposures.
22 Defendants' conduct thus violates the warning provision of Proposition 65. Health & Safety
23 Code §25249.6.

24 **PARTIES**

25 4. Plaintiff CENTER FOR ENVIRONMENTAL HEALTH ("CEH") is a
26 non-profit corporation dedicated to protecting the public from environmental health hazards and
27 toxic exposures. CEH is based in Oakland, California and incorporated under the laws of the
28 State of California. CEH is a "person" within the meaning of Health & Safety Code

1 §25249.11(a) and brings this enforcement action in the public interest pursuant to Health &
2 Safety Code §25249.7(d). CEH is a nationally recognized non-profit environmental advocacy
3 group that has prosecuted a large number of Proposition 65 cases in the public interest. These
4 cases have resulted in significant public benefit, including the reformulation of thousands of
5 products to remove toxic chemicals to make them safer. CEH also provides information to
6 Californians about the health risks associated with exposure to hazardous substances, where
7 manufacturers and other responsible parties fail to do so.

8 5. Defendant A-LIST, INC. is a person in the course of doing business within
9 the meaning of Health & Safety Code §25249.11. A-List, Inc. manufactures, distributes and/or
10 sells the Products for sale or use in California.

11 6. Defendant ACCESSORY EXCHANGE LLC is a person in the course of
12 doing business within the meaning of Health & Safety Code §25249.11. Accessory Exchange
13 LLC manufactures, distributes and/or sells the Products for sale or use in California.

14 7. Defendant ADIDAS AMERICA, INC. is a person in the course of doing
15 business within the meaning of Health & Safety Code §25249.11. Adidas America, Inc.
16 manufactures, distributes and/or sells the Products for sale or use in California.

17 8. Defendant ADIDAS PROMOTIONAL RETAIL OPERATIONS, INC. is a
18 person in the course of doing business within the meaning of Health & Safety Code §25249.11.
19 Adidas Promotional Retail Operations, Inc. manufactures, distributes and/or sells the Products
20 for sale or use in California.

21 9. Defendant AE RETAIL WEST LLC is a person in the course of doing
22 business within the meaning of Health & Safety Code §25249.11. AE Retail West LLC
23 manufactures, distributes and/or sells the Products for sale or use in California.

24 10. Defendant AMAZON.COM, INC. is a person in the course of doing
25 business within the meaning of Health & Safety Code §25249.11. Amazon.com, Inc.
26 manufactures, distributes and/or sells the Products for sale or use in California.

27 11. Defendant AMERICAN EAGLE OUTFITTERS, INC. is a person in the
28 course of doing business within the meaning of Health & Safety Code §25249.11. American

1 Eagle Outfitters, Inc. manufactures, distributes and/or sells the Products for sale or use in
2 California.

3 12. Defendant AMERICAN PROCUREMENT CO., INC. is a person in the
4 course of doing business within the meaning of Health & Safety Code §25249.11. American
5 Procurement Co., Inc. manufactures, distributes and/or sells the Products for sale or use in
6 California.

7 13. Defendant AMICI ACCESSORIES, LTD. is a person in the course of
8 doing business within the meaning of Health & Safety Code §25249.11. Amici Accessories, Ltd.
9 manufactures, distributes and/or sells the Products for sale or use in California.

10 14. Defendant AMITY/ROLFS, INC. is a person in the course of doing
11 business within the meaning of Health & Safety Code §25249.11. Amity/Rolfs, Inc.
12 manufactures, distributes and/or sells the Products for sale or use in California.

13 15. Defendant AUDIGIER BRAND MANAGEMENT GROUP, LLC is a
14 person in the course of doing business within the meaning of Health & Safety Code §25249.11.
15 Audigier Brand Management Group, LLC manufactures, distributes and/or sells the Products for
16 sale or use in California.

17 16. Defendant BAEKGAARD LIMITED OF INDIANA is a person in the
18 course of doing business within the meaning of Health & Safety Code §25249.11. Baekgaard
19 Limited of Indiana manufactures, distributes and/or sells the Products for sale or use in
20 California.

21 17. Defendant BAG BAZAAR, LTD. is a person in the course of doing
22 business within the meaning of Health & Safety Code §25249.11. Bag Bazaar, Ltd.
23 manufactures, distributes and/or sells the Products for sale or use in California.

24 18. Defendant BATH & BODY WORKS LLC is a person in the course of
25 doing business within the meaning of Health & Safety Code §25249.11. Bath & Body Works
26 LLC manufactures, distributes and/or sells the Products for sale or use in California.

27 19. Defendant BATH & BODY WORKS DIRECT, INC. is a person in the
28 course of doing business within the meaning of Health & Safety Code §25249.11. Bath & Body

1 Works Direct, Inc. manufactures, distributes and/or sells the Products for sale or use in
2 California.

3 20. Defendant BEBE STORES, INC. is a person in the course of doing
4 business within the meaning of Health & Safety Code §25249.11. Bebe Stores, Inc.
5 manufactures, distributes and/or sells the Products for sale or use in California.

6 21. Defendant BENETTON USA CORPORATION DBA UNITED COLORS
7 OF BENETTON is a person in the course of doing business within the meaning of Health &
8 Safety Code §25249.11. Benetton USA Corporation dba United Colors of Benetton
9 manufactures, distributes and/or sells the Products for sale or use in California.

10 22. Defendant THE BETESH GROUP HOLDING CORPORATION is a
11 person in the course of doing business within the meaning of Health & Safety Code §25249.11.
12 The Betesh Group Holding Corporation manufactures, distributes and/or sells the Products for
13 sale or use in California.

14 23. Defendant BILLABONG RETAIL, INC. is a person in the course of doing
15 business within the meaning of Health & Safety Code §25249.11. Billabong Retail, Inc.
16 manufactures, distributes and/or sells the Products for sale or use in California.

17 24. Defendant BILLABONG USA HOLDINGS PTY LTD. is a person in the
18 course of doing business within the meaning of Health & Safety Code §25249.11. Billabong
19 USA Holdings PTY Ltd. manufactures, distributes and/or sells the Products for sale or use in
20 California.

21 25. Defendant BILLABONG USA INVESTMENTS PTY LTD. is a person in
22 the course of doing business within the meaning of Health & Safety Code §25249.11. Billabong
23 USA Investments PTY Ltd. manufactures, distributes and/or sells the Products for sale or use in
24 California.

25 26. Defendant BLOOMINGDALE'S, INC. is a person in the course of doing
26 business within the meaning of Health & Safety Code §25249.11. Bloomingdale's, Inc.
27 manufactures, distributes and/or sells the Products for sale or use in California.

28 27. Defendant BROWN SHOE COMPANY, INC. is a person in the course of

1 doing business within the meaning of Health & Safety Code §25249.11. Brown Shoe Company,
2 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

3 28. Defendant THE BUCKLE, INC. is a person in the course of doing
4 business within the meaning of Health & Safety Code §25249.11. The Buckle, Inc.
5 manufactures, distributes and/or sells the Products for sale or use in California.

6 29. Defendant BURLEIGH POINT, LTD. is a person in the course of doing
7 business within the meaning of Health & Safety Code §25249.11. Burleigh Point, Ltd.
8 manufactures, distributes and/or sells the Products for sale or use in California.

9 30. Defendant C. & J. CLARK AMERICA, INC. is a person in the course of
10 doing business within the meaning of Health & Safety Code §25249.11. C. & J. Clark America,
11 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

12 31. Defendant C. & J. CLARK RETAIL, INC. is a person in the course of
13 doing business within the meaning of Health & Safety Code §25249.11. C. & J. Clark Retail,
14 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

15 32. Defendant CALIFORNIA ONAX is a person in the course of doing
16 business within the meaning of Health & Safety Code §25249.11. California Onax
17 manufactures, distributes and/or sells the Products for sale or use in California.

18 33. Defendant CALVIN KLEIN, INC. is a person in the course of doing
19 business within the meaning of Health & Safety Code §25249.11. Calvin Klein, Inc.
20 manufactures, distributes and/or sells the Products for sale or use in California.

21 34. Defendant CBI DISTRIBUTING CORP. is a person in the course of doing
22 business within the meaning of Health & Safety Code §25249.11. CBI Distributing Corp.
23 manufactures, distributes and/or sells the Products for sale or use in California.

24 35. Defendant CHARLOTTE RUSSE, INC. is a person in the course of doing
25 business within the meaning of Health & Safety Code §25249.11. Charlotte Russe, Inc.
26 manufactures, distributes and/or sells the Products for sale or use in California.

27 36. Defendant CHARLOTTE RUSSE HOLDING, INC. is a person in the
28 course of doing business within the meaning of Health & Safety Code §25249.11. Charlotte

1 Russe Holding, Inc. manufactures, distributes and/or sells the Products for sale or use in
2 California.

3 37. Defendant CHENSON INDUSTRIAL CO. LTD., INC. is a person in the
4 course of doing business within the meaning of Health & Safety Code §25249.11. Chenson
5 Industrial Co. Ltd., Inc. manufactures, distributes and/or sells the Products for sale or use in
6 California.

7 38. Defendant CHRISTIAN AUDIGIER, INC. is a person in the course of
8 doing business within the meaning of Health & Safety Code §25249.11. Christian Audigier, Inc.
9 manufactures, distributes and/or sells the Products for sale or use in California.

10 39. Defendant CLAIRE'S BOUTIQUES, INC. is a person in the course of
11 doing business within the meaning of Health & Safety Code §25249.11. Claire's Boutiques, Inc.
12 manufactures, distributes and/or sells the Products for sale or use in California.

13 40. Defendant CLAIRE'S STORES, INC. is a person in the course of doing
14 business within the meaning of Health & Safety Code §25249.11. Claire's Stores, Inc.
15 manufactures, distributes and/or sells the Products for sale or use in California.

16 41. Defendant COLDWATER CREEK, INC. is a person in the course of
17 doing business within the meaning of Health & Safety Code §25249.11. Coldwater Creek, Inc.
18 manufactures, distributes and/or sells the Products for sale or use in California.

19 42. Defendant COLDWATER CREEK U.S. INC. is a person in the course of
20 doing business within the meaning of Health & Safety Code §25249.11. Coldwater Creek U.S.
21 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

22 43. Defendant COLE HAAN is a person in the course of doing business
23 within the meaning of Health & Safety Code §25249.11. Cole Haan manufactures, distributes
24 and/or sells the Products for sale or use in California.

25 44. Defendant COLE HAAN COMPANY STORE is a person in the course of
26 doing business within the meaning of Health & Safety Code §25249.11. Cole Haan Company
27 Store manufactures, distributes and/or sells the Products for sale or use in California.

28 45. Defendant COMECO, INC. is a person in the course of doing business

1 within the meaning of Health & Safety Code §25249.11. Comeco, Inc. manufactures, distributes
2 and/or sells the Products for sale or use in California.

3 46. Defendant COMECO, LLC is a person in the course of doing business
4 within the meaning of Health & Safety Code §25249.11. Comeco, LLC manufactures,
5 distributes and/or sells the Products for sale or use in California.

6 47. Defendant CVS CAREMARK CORPORATION is a person in the course
7 of doing business within the meaning of Health & Safety Code §25249.11. CVS Caremark
8 Corporation manufactures, distributes and/or sells the Products for sale or use in California.

9 48. Defendant CVS PHARMACY, INC. is a person in the course of doing
10 business within the meaning of Health & Safety Code §25249.11. CVS Pharmacy, Inc.
11 manufactures, distributes and/or sells the Products for sale or use in California.

12 49. Defendant DIESEL U.S.A., INC. is a person in the course of doing
13 business within the meaning of Health & Safety Code §25249.11. Diesel U.S.A., Inc.
14 manufactures, distributes and/or sells the Products for sale or use in California.

15 50. Defendant DISTEX, INC. is a person in the course of doing business
16 within the meaning of Health & Safety Code §25249.11. Distex, Inc. manufactures, distributes
17 and/or sells the Products for sale or use in California.

18 51. Defendant THE DRESS BARN, INC. is a person in the course of doing
19 business within the meaning of Health & Safety Code §25249.11. The Dress Barn, Inc.
20 manufactures, distributes and/or sells the Products for sale or use in California.

21 52. Defendant EASTBAY, INC. is a person in the course of doing business
22 within the meaning of Health & Safety Code §25249.11. Eastbay, Inc. manufactures, distributes
23 and/or sells the Products for sale or use in California.

24 53. Defendant EBAGS, INC. is a person in the course of doing business
25 within the meaning of Health & Safety Code §25249.11. eBags, Inc. manufactures, distributes
26 and/or sells the Products for sale or use in California.

27 54. Defendant ECKO DIRECT, LLC is a person in the course of doing
28 business within the meaning of Health & Safety Code §25249.11. Ecko Direct, LLC

1 manufactures, distributes and/or sells the Products for sale or use in California.

2 55. Defendant EFASHION SOLUTIONS, LLC is a person in the course of
3 doing business within the meaning of Health & Safety Code §25249.11. eFashion Solutions,
4 LLC manufactures, distributes and/or sells the Products for sale or use in California.

5 56. Defendant ELEMENT SKATEBOARDS, INC. is a person in the course of
6 doing business within the meaning of Health & Safety Code §25249.11. Element Skateboards,
7 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

8 57. Defendant ETIENNE AIGNER, INC. is a person in the course of doing
9 business within the meaning of Health & Safety Code §25249.11. Etienne Aigner, Inc.
10 manufactures, distributes and/or sells the Products for sale or use in California.

11 58. Defendant EXPRESS, LLC is a person in the course of doing business
12 within the meaning of Health & Safety Code §25249.11. Express, LLC manufactures, distributes
13 and/or sells the Products for sale or use in California.

14 59. Defendant FASHION BUG OF CALIFORNIA, INC. is a person in the
15 course of doing business within the meaning of Health & Safety Code §25249.11. Fashion Bug
16 of California, Inc. manufactures, distributes and/or sells the Products for sale or use in California.

17 60. Defendant FASHION BUG RETAIL COMPANIES, INC. is a person in
18 the course of doing business within the meaning of Health & Safety Code §25249.11. Fashion
19 Bug Retail Companies, Inc. manufactures, distributes and/or sells the Products for sale or use in
20 California.

21 61. Defendant FASHION SHOE LICENSING LLC is a person in the course
22 of doing business within the meaning of Health & Safety Code §25249.11. Fashion Shoe
23 Licensing LLC manufactures, distributes and/or sells the Products for sale or use in California.

24 62. Defendant FOOT LOCKER, INC. is a person in the course of doing
25 business within the meaning of Health & Safety Code §25249.11. Foot Locker, Inc.
26 manufactures, distributes and/or sells the Products for sale or use in California.

27 63. Defendant FOREIGN EXCHANGE, INC. is a person in the course of
28 doing business within the meaning of Health & Safety Code §25249.11. Foreign Exchange, Inc.

1 manufactures, distributes and/or sells the Products for sale or use in California.

2 64. Defendant FOX HEAD, INC. is a person in the course of doing business
3 within the meaning of Health & Safety Code §25249.11. Fox Head, Inc. manufactures,
4 distributes and/or sells the Products for sale or use in California.

5 65. Defendant FRENCH CONNECTION GROUP, INC. is a person in the
6 course of doing business within the meaning of Health & Safety Code §25249.11. French
7 Connection Group, Inc. manufactures, distributes and/or sells the Products for sale or use in
8 California.

9 66. Defendant FRENCH CONNECTION GROUP PLC is a person in the
10 course of doing business within the meaning of Health & Safety Code §25249.11. French
11 Connection Group PLC manufactures, distributes and/or sells the Products for sale or use in
12 California.

13 67. Defendant FURMIR, LLC is a person in the course of doing business
14 within the meaning of Health & Safety Code §25249.11. Furmir, LLC manufactures, distributes
15 and/or sells the Products for sale or use in California.

16 68. Defendant GLOBAL BRAND HOLDINGS, LLC is a person in the course
17 of doing business within the meaning of Health & Safety Code §25249.11. Global Brand
18 Holdings, LLC manufactures, distributes and/or sells the Products for sale or use in California.

19 69. Defendant GUESS?, INC. is a person in the course of doing business
20 within the meaning of Health & Safety Code §25249.11. Guess?, Inc. manufactures, distributes
21 and/or sells the Products for sale or use in California.

22 70. Defendant GUESS? RETAIL, INC. is a person in the course of doing
23 business within the meaning of Health & Safety Code §25249.11. Guess? Retail, Inc.
24 manufactures, distributes and/or sells the Products for sale or use in California.

25 71. Defendant HARDY LIFE, LLC is a person in the course of doing business
26 within the meaning of Health & Safety Code §25249.11. Hardy Life, LLC manufactures,
27 distributes and/or sells the Products for sale or use in California.

28 72. Defendant HENRI BENDEL, INC. is a person in the course of doing

1 business within the meaning of Health & Safety Code §25249.11. Henri Bendel, Inc.
2 manufactures, distributes and/or sells the Products for sale or use in California.

3 73. Defendant HOT TOPIC, INC. is a person in the course of doing business
4 within the meaning of Health & Safety Code §25249.11. Hot Topic, Inc. manufactures,
5 distributes and/or sells the Products for sale or use in California.

6 74. Defendant HOT TOPIC MERCHANDISING, INC. is a person in the
7 course of doing business within the meaning of Health & Safety Code §25249.11. Hot Topic
8 Merchandising, Inc. manufactures, distributes and/or sells the Products for sale or use in
9 California.

10 75. Defendant HSN, INC. is a person in the course of doing business within
11 the meaning of Health & Safety Code §25249.11. HSN, Inc. manufactures, distributes and/or
12 sells the Products for sale or use in California.

13 76. Defendant ICONIX BRAND GROUP, INC. is a person in the course of
14 doing business within the meaning of Health & Safety Code §25249.11. Iconix Brand Group,
15 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

16 77. Defendant INDONESIAN IMPORTS, INC. is a person in the course of
17 doing business within the meaning of Health & Safety Code §25249.11. Indonesian Imports, Inc.
18 manufactures, distributes and/or sells the Products for sale or use in California.

19 78. Defendant JILL STUART, INC. is a person in the course of doing business
20 within the meaning of Health & Safety Code §25249.11. Jill Stuart, Inc. manufactures,
21 distributes and/or sells the Products for sale or use in California.

22 79. Defendant JILL STUART INTERNATIONAL, LLC is a person in the
23 course of doing business within the meaning of Health & Safety Code §25249.11. Jill Stuart
24 International, LLC manufactures, distributes and/or sells the Products for sale or use in
25 California.

26 80. Defendant JOE'S JEANS INC. is a person in the course of doing business
27 within the meaning of Health & Safety Code §25249.11. Joe's Jeans Inc. manufactures,
28 distributes and/or sells the Products for sale or use in California.

1 81. Defendant KEMISTRE 8, LLC is a person in the course of doing business
2 within the meaning of Health & Safety Code §25249.11. Kemistre 8, LLC manufactures,
3 distributes and/or sells the Products for sale or use in California.

4 82. Defendant KENNETH COLE PRODUCTIONS, INC. is a person in the
5 course of doing business within the meaning of Health & Safety Code §25249.11. Kenneth Cole
6 Productions, Inc. manufactures, distributes and/or sells the Products for sale or use in California.

7 83. Defendant KMART CORPORATION is a person in the course of doing
8 business within the meaning of Health & Safety Code §25249.11. Kmart Corporation
9 manufactures, distributes and/or sells the Products for sale or use in California.

10 84. Defendant LANE BRYANT, INC. is a person in the course of doing
11 business within the meaning of Health & Safety Code §25249.11. Lane Bryant, Inc.
12 manufactures, distributes and/or sells the Products for sale or use in California.

13 85. Defendant LIMITED STORES, LLC is a person in the course of doing
14 business within the meaning of Health & Safety Code §25249.11. Limited Stores, LLC
15 manufactures, distributes and/or sells the Products for sale or use in California.

16 86. Defendant LODIS ACCESSORIES, INC. is a person in the course of
17 doing business within the meaning of Health & Safety Code §25249.11. Lodis Accessories, Inc.
18 manufactures, distributes and/or sells the Products for sale or use in California.

19 87. Defendant LOEHMANN'S, INC. is a person in the course of doing
20 business within the meaning of Health & Safety Code §25249.11. Loehmann's, Inc.
21 manufactures, distributes and/or sells the Products for sale or use in California.

22 88. Defendant LONG RAP INC. is a person in the course of doing business
23 within the meaning of Health & Safety Code §25249.11. Long Rap Inc. manufactures,
24 distributes and/or sells the Products for sale or use in California.

25 89. Defendant MANGO NY, INC. is a person in the course of doing business
26 within the meaning of Health & Safety Code §25249.11. Mango NY, Inc. manufactures,
27 distributes and/or sells the Products for sale or use in California.

28 90. Defendant MARC ECKO ENTERPRISES ACCESSORIES, LLC is a

1 person in the course of doing business within the meaning of Health & Safety Code §25249.11.
2 Marc Ecko Enterprises Accessories, LLC manufactures, distributes and/or sells the Products for
3 sale or use in California.

4 91. Defendant MARC JACOBS INTERNATIONAL, L.L.C. is a person in the
5 course of doing business within the meaning of Health & Safety Code §25249.11. Marc Jacobs
6 International, L.L.C. manufactures, distributes and/or sells the Products for sale or use in
7 California.

8 92. Defendant MAURICES INCORPORATED is a person in the course of
9 doing business within the meaning of Health & Safety Code §25249.11. Maurices Incorporated
10 manufactures, distributes and/or sells the Products for sale or use in California.

11 93. Defendant MAXX ACCESSORIES, INC. is a person in the course of
12 doing business within the meaning of Health & Safety Code §25249.11. Maxx Accessories, Inc.
13 manufactures, distributes and/or sells the Products for sale or use in California.

14 94. Defendant ME & YOU ACCESSORIES INC. is a person in the course of
15 doing business within the meaning of Health & Safety Code §25249.11. Me & You Accessories
16 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

17 95. Defendant MELIE BIANCO ACCESSORIES, INC. is a person in the
18 course of doing business within the meaning of Health & Safety Code §25249.11. Melie Bianco
19 Accessories, Inc. manufactures, distributes and/or sells the Products for sale or use in California.

20 96. Defendant METROPARK USA, INC. is a person in the course of doing
21 business within the meaning of Health & Safety Code §25249.11. Metropark USA, Inc.
22 manufactures, distributes and/or sells the Products for sale or use in California.

23 97. Defendant MIAS FASHION MANUFACTURING COMPANY, INC. is a
24 person in the course of doing business within the meaning of Health & Safety Code §25249.11.
25 Mias Fashion Manufacturing Company, Inc. manufactures, distributes and/or sells the Products
26 for sale or use in California.

27 98. Defendant MICHAEL KORS (USA), INC. is a person in the course of
28 doing business within the meaning of Health & Safety Code §25249.11. Michael Kors (USA),

1 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

2 99. Defendant MICHAEL KORS STORES (CALIFORNIA), INC. is a person
3 in the course of doing business within the meaning of Health & Safety Code §25249.11. Michael
4 Kors Stores (California), Inc. manufactures, distributes and/or sells the Products for sale or use in
5 California.

6 100. Defendant MODE PLUS is a person in the course of doing business within
7 the meaning of Health & Safety Code §25249.11. Mode Plus manufactures, distributes and/or
8 sells the Products for sale or use in California.

9 101. Defendant MONDANI HANDBAGS & ACCESSORIES, INC. is a person
10 in the course of doing business within the meaning of Health & Safety Code §25249.11.
11 Mondani Handbags & Accessories, Inc. manufactures, distributes and/or sells the Products for
12 sale or use in California.

13 102. Defendant NAKAJIMA USA, INC. is a person in the course of doing
14 business within the meaning of Health & Safety Code §25249.11. Nakajima USA, Inc.
15 manufactures, distributes and/or sells the Products for sale or use in California.

16 103. Defendant NICOLE, INC. is a person in the course of doing business
17 within the meaning of Health & Safety Code §25249.11. Nicole, Inc. manufactures, distributes
18 and/or sells the Products for sale or use in California.

19 104. Defendant NORDSTROM, INC. is a person in the course of doing
20 business within the meaning of Health & Safety Code §25249.11. Nordstrom, Inc. manufactures,
21 distributes and/or sells the Products for sale or use in California.

22 105. Defendant OVERSTOCK.COM, INC. is a person in the course of doing
23 business within the meaning of Health & Safety Code §25249.11. Overstock.com, Inc.
24 manufactures, distributes and/or sells the Products for sale or use in California.

25 106. Defendant PACIFIC SUNWEAR OF CALIFORNIA, INC. is a person in
26 the course of doing business within the meaning of Health & Safety Code §25249.11. Pacific
27 Sunwear of California, Inc. manufactures, distributes and/or sells the Products for sale or use in
28 California.

1 107. Defendant PACIFIC SUNWEAR STORES CORP. is a person in the
2 course of doing business within the meaning of Health & Safety Code §25249.11. Pacific
3 Sunwear Stores Corp. manufactures, distributes and/or sells the Products for sale or use in
4 California.

5 108. Defendant PACIFIC WORLDWIDE, INC. is a person in the course of
6 doing business within the meaning of Health & Safety Code §25249.11. Pacific Worldwide, Inc.
7 manufactures, distributes and/or sells the Products for sale or use in California.

8 109. Defendant PAYLESS SHOESOURCE, INC. is a person in the course of
9 doing business within the meaning of Health & Safety Code §25249.11. Payless Shoesource,
10 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

11 110. Defendant PERLINA HANDBAGS, INC. is a person in the course of
12 doing business within the meaning of Health & Safety Code §25249.11. Perlina Handbags, Inc.
13 manufactures, distributes and/or sells the Products for sale or use in California.

14 111. Defendant PHAT FASHIONS, INC. is a person in the course of doing
15 business within the meaning of Health & Safety Code §25249.11. Phat Fashions, Inc.
16 manufactures, distributes and/or sells the Products for sale or use in California.

17 112. Defendant PHAT FASHIONS, LLC is a person in the course of doing
18 business within the meaning of Health & Safety Code §25249.11. Phat Fashions, LLC
19 manufactures, distributes and/or sells the Products for sale or use in California.

20 113. Defendant PHILLIPS-VAN HEUSEN CORPORATION is a person in the
21 course of doing business within the meaning of Health & Safety Code §25249.11. Phillips-Van
22 Heusen Corporation manufactures, distributes and/or sells the Products for sale or use in
23 California.

24 114. Defendant PHOENIX LEATHER GOODS LLC is a person in the course
25 of doing business within the meaning of Health & Safety Code §25249.11. Phoenix Leather
26 Goods LLC manufactures, distributes and/or sells the Products for sale or use in California.

27 115. Defendant RAY ENTERPRISES OF CHESAPEAKE WALK, INC. DBA
28 HOBO INTERNATIONAL is a person in the course of doing business within the meaning of

1 Health & Safety Code §25249.11. Ray Enterprises of Chesapeake Walk, Inc. dba Hobo
2 International manufactures, distributes and/or sells the Products for sale or use in California.

3 116. Defendant ROBERT TALBOTT, INC. is a person in the course of doing
4 business within the meaning of Health & Safety Code §25249.11. Robert Talbott, Inc.
5 manufactures, distributes and/or sells the Products for sale or use in California.

6 117. Defendant ROC APPAREL GROUP LLC is a person in the course of
7 doing business within the meaning of Health & Safety Code §25249.11. Roc Apparel Group
8 LLC manufactures, distributes and/or sells the Products for sale or use in California.

9 118. Defendant RUE21, INC. is a person in the course of doing business within
10 the meaning of Health & Safety Code §25249.11. rue21, Inc. manufactures, distributes and/or
11 sells the Products for sale or use in California.

12 119. Defendant RUN ATHLETICS INTERNATIONAL, LLC is a person in the
13 course of doing business within the meaning of Health & Safety Code §25249.11. Run Athletics
14 International, LLC manufactures, distributes and/or sells the Products for sale or use in
15 California.

16 120. Defendant THE SAK is a person in the course of doing business within the
17 meaning of Health & Safety Code §25249.11. The Sak manufactures, distributes and/or sells the
18 Products for sale or use in California.

19 121. Defendant SAKS & COMPANY is a person in the course of doing
20 business within the meaning of Health & Safety Code §25249.11. Saks & Company
21 manufactures, distributes and/or sells the Products for sale or use in California.

22 122. Defendant SAKS INCORPORATED is a person in the course of doing
23 business within the meaning of Health & Safety Code §25249.11. Saks Incorporated
24 manufactures, distributes and/or sells the Products for sale or use in California.

25 123. Defendant SAKS DIRECT, LLC is a person in the course of doing
26 business within the meaning of Health & Safety Code §25249.11. Saks Direct, LLC
27 manufactures, distributes and/or sells the Products for sale or use in California.

28 124. Defendant SANRIO, INC. is a person in the course of doing business

1 within the meaning of Health & Safety Code §25249.11. Sanrio, Inc. manufactures, distributes
2 and/or sells the Products for sale or use in California.

3 125. Defendant SCCA STORE HOLDINGS, INC. is a person in the course of
4 doing business within the meaning of Health & Safety Code §25249.11. SCCA Store Holdings,
5 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

6 126. Defendant SHARIF DESIGNS, LTD. is a person in the course of doing
7 business within the meaning of Health & Safety Code §25249.11. Sharif Designs, Ltd.
8 manufactures, distributes and/or sells the Products for sale or use in California.

9 127. Defendant SHARIF VISION, INC. is a person in the course of doing
10 business within the meaning of Health & Safety Code §25249.11. Sharif Vision, Inc.
11 manufactures, distributes and/or sells the Products for sale or use in California.

12 128. Defendant SIGNATURE STYLES, LLC is a person in the course of doing
13 business within the meaning of Health & Safety Code §25249.11. Signature Styles, LLC
14 manufactures, distributes and/or sells the Products for sale or use in California.

15 129. Defendant SILHOUETTE, LLC is a person in the course of doing business
16 within the meaning of Health & Safety Code §25249.11. Silhouette, LLC manufactures,
17 distributes and/or sells the Products for sale or use in California.

18 130. Defendant SILHOUETTE CLOTHING, INC. is a person in the course of
19 doing business within the meaning of Health & Safety Code §25249.11. Silhouette Clothing,
20 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

21 131. Defendant SOUTH CONE, INC. is a person in the course of doing
22 business within the meaning of Health & Safety Code §25249.11. South Cone, Inc.
23 manufactures, distributes and/or sells the Products for sale or use in California.

24 132. Defendant SPIEGEL CATALOG HOLDINGS CORPORATION is a
25 person in the course of doing business within the meaning of Health & Safety Code §25249.11.
26 Spiegel Catalog Holdings Corporation manufactures, distributes and/or sells the Products for sale
27 or use in California.

28 133. Defendant SUPER TRADER, INC. is a person in the course of doing

1 business within the meaning of Health & Safety Code §25249.11. Super Trader, Inc.
2 manufactures, distributes and/or sells the Products for sale or use in California.

3 134. Defendant TANDY BRANDS ACCESSORIES, INC. is a person in the
4 course of doing business within the meaning of Health & Safety Code §25249.11. Tandy Brands
5 Accessories, Inc. manufactures, distributes and/or sells the Products for sale or use in California.

6 135. Defendant TANDY BRANDS HANDBAGS ACCESSORIES, INC. is a
7 person in the course of doing business within the meaning of Health & Safety Code §25249.11.
8 Tandy Brands Handbags Accessories, Inc. manufactures, distributes and/or sells the Products for
9 sale or use in California.

10 136. Defendant TED BAKER LIMITED is a person in the course of doing
11 business within the meaning of Health & Safety Code §25249.11. Ted Baker Limited
12 manufactures, distributes and/or sells the Products for sale or use in California.

13 137. Defendant TED BAKER NEW YORK, INC. is a person in the course of
14 doing business within the meaning of Health & Safety Code §25249.11. Ted Baker New York,
15 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

16 138. Defendant T.J. MAXX OF CA, LLC is a person in the course of doing
17 business within the meaning of Health & Safety Code §25249.11. T.J. Maxx of CA, LLC
18 manufactures, distributes and/or sells the Products for sale or use in California.

19 139. Defendant THE TJX COMPANIES, INC. is a person in the course of
20 doing business within the meaning of Health & Safety Code §25249.11. The TJX Companies,
21 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

22 140. Defendant TORY BURCH LLC is a person in the course of doing
23 business within the meaning of Health & Safety Code §25249.11. Tory Burch LLC
24 manufactures, distributes and/or sells the Products for sale or use in California.

25 141. Defendant TREBBIANNO, LLC is a person in the course of doing
26 business within the meaning of Health & Safety Code §25249.11. Trebbianno, LLC
27 manufactures, distributes and/or sells the Products for sale or use in California.

28 142. Defendant TUMI, INC. is a person in the course of doing business within

1 the meaning of Health & Safety Code §25249.11. Tumi, Inc. manufactures, distributes and/or
2 sells the Products for sale or use in California.

3 143. Defendant TUMI STORES, INC. is a person in the course of doing
4 business within the meaning of Health & Safety Code §25249.11. Tumi Stores, Inc.
5 manufactures, distributes and/or sells the Products for sale or use in California.

6 144. Defendant VANS, INC. is a person in the course of doing business within
7 the meaning of Health & Safety Code §25249.11. Vans, Inc. manufactures, distributes and/or
8 sells the Products for sale or use in California.

9 145. Defendant VF OUTDOOR, INC. is a person in the course of doing
10 business within the meaning of Health & Safety Code §25249.11. VF Outdoor, Inc.
11 manufactures, distributes and/or sells the Products for sale or use in California.

12 146. Defendant V.F. CORPORATION is a person in the course of doing
13 business within the meaning of Health & Safety Code §25249.11. V.F. Corporation
14 manufactures, distributes and/or sells the Products for sale or use in California.

15 147. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT,
16 LLC is a person in the course of doing business within the meaning of Health & Safety Code
17 §25249.11. Victoria's Secret Direct Brand Management, LLC manufactures, distributes and/or
18 sells the Products for sale or use in California.

19 148. Defendant VICTORIA'S SECRET STORES, LLC is a person in the
20 course of doing business within the meaning of Health & Safety Code §25249.11. Victoria's
21 Secret Stores, LLC manufactures, distributes and/or sells the Products for sale or use in
22 California.

23 149. Defendant VIEWMARK USA, INC. is a person in the course of doing
24 business within the meaning of Health & Safety Code §25249.11. Viewmark USA, Inc.
25 manufactures, distributes and/or sells the Products for sale or use in California.

26 150. Defendant VOLCOM, INC. is a person in the course of doing business
27 within the meaning of Health & Safety Code §25249.11. Volcom, Inc. manufactures, distributes
28 and/or sells the Products for sale or use in California.

1 151. Defendant VOLCOM RETAIL, INC. is a person in the course of doing
2 business within the meaning of Health & Safety Code §25249.11. Volcom Retail, Inc.
3 manufactures, distributes and/or sells the Products for sale or use in California.

4 152. Defendant WESTPORT CORPORATION is a person in the course of
5 doing business within the meaning of Health & Safety Code §25249.11. Westport Corporation
6 manufactures, distributes and/or sells the Products for sale or use in California.

7 153. Defendant THE WET SEAL, INC. is a person in the course of doing
8 business within the meaning of Health & Safety Code §25249.11. The Wet Seal, Inc.
9 manufactures, distributes and/or sells the Products for sale or use in California.

10 154. Defendant THE WET SEAL RETAIL, INC. is a person in the course of
11 doing business within the meaning of Health & Safety Code §25249.11. The Wet Seal Retail,
12 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

13 155. Defendant WILSONS LEATHER DIRECT, INC. is a person in the course
14 of doing business within the meaning of Health & Safety Code §25249.11. Wilsons Leather
15 Direct, Inc. manufactures, distributes and/or sells the Products for sale or use in California.

16 156. Defendant WILSONS LEATHER HOLDINGS INC. is a person in the
17 course of doing business within the meaning of Health & Safety Code §25249.11. Wilsons
18 Leather Holdings Inc. manufactures, distributes and/or sells the Products for sale or use in
19 California.

20 157. Defendant WITH YOU, INC. is a person in the course of doing business
21 within the meaning of Health & Safety Code §25249.11. With You, Inc. manufactures,
22 distributes and/or sells the Products for sale or use in California.

23 158. Defendant WORLDWIDE DREAMS LLC is a person in the course of
24 doing business within the meaning of Health & Safety Code §25249.11. Worldwide Dreams
25 LLC manufactures, distributes and/or sells the Products for sale or use in California.

26 159. Defendant WORLDWIDE DYNASTY, INC. is a person in the course of
27 doing business within the meaning of Health & Safety Code §25249.11. Worldwide Dynasty,
28 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

1 violations arise in the County of Alameda.

2 **BACKGROUND FACTS**

3 169. The People of the State of California have declared by initiative under
4 Proposition 65 their right “[t]o be informed about exposures to chemicals that cause cancer, birth
5 defects, or other reproductive harm.” Proposition 65, §1(b).

6 170. To effectuate this goal, Proposition 65 prohibits exposing people to
7 chemicals listed by the State of California as known to cause cancer, birth defects or other
8 reproductive harm without a “clear and reasonable warning” unless the business responsible for
9 the exposure can prove that it fits within a statutory exemption. Health & Safety Code §25249.6
10 states, in pertinent part:

11 No person in the course of doing business shall knowingly and
12 intentionally expose any individual to a chemical known to the
13 state to cause cancer or reproductive toxicity without first giving
14 clear and reasonable warning to such individual. . .

15 171. On February 27, 1987, the State of California officially listed lead as a
16 chemical known to cause reproductive toxicity. Lead is specifically identified as a reproductive
17 toxicant under three subcategories: “developmental reproductive toxicity,” which means harm to
18 the developing fetus, “female reproductive toxicity,” which means harm to the female
19 reproductive system, and “male reproductive toxicity,” which means harm to the male
20 reproductive system. 27 California Code of Regulations (“C.C.R.”) §27001(c). On February 27,
21 1988, one year after it was listed as a chemical known to cause reproductive toxicity, lead
22 became subject to the clear and reasonable warning requirement regarding reproductive toxicants
23 under Proposition 65. 27 C.C.R. §27001(c); Health & Safety Code §25249.10(b).

24 172. On October 1, 1992, the State of California officially listed lead and lead
25 compounds as chemicals known to cause cancer. On October 1, 1993, one year after they were
26 listed as chemicals known to cause cancer, lead and lead compounds became subject to the clear
27 and reasonable warning requirement regarding carcinogens under Proposition 65. 27 C.C.R.
28 §27001(c); Health & Safety Code §25249.10(b).

173. Some of the Products are designed for and marketed to children. Young

1 children are also exposed to Lead from the Products when they touch or play with Products that
2 are owned or used by their parents or caretakers. In addition, young children are exposed to Lead
3 from the Products when they eat food that is stored or carried in the Products or touch or play
4 with non-food items that are stored or carried in the Products. Additional childhood exposures to
5 Lead occur when children touch their hands to their mouths after their hands have touched the
6 Products or items stored or carried in the Products.

7 174. Young children are especially susceptible to the toxic effects of Lead.
8 Children show a greater sensitivity to Lead's effects than do adults. Adverse health impacts from
9 Lead exposure generally occur in children at lower blood Lead levels than in adults. Children
10 absorb and retain more Lead in proportion to their weight than do adults. Young children also
11 show a greater prevalence of iron deficiency, a condition that can increase gastrointestinal
12 absorption of Lead. The body accumulates Lead over a lifetime and releases it slowly, so even
13 small doses received in childhood, over time, can cause adverse health impacts, including but not
14 limited to reproductive toxicity, later in life. For example, in times of physiological stress, such
15 as pregnancy, the body can mobilize accumulated stores of Lead in tissue and bone, thereby
16 increasing the level of Lead in the blood and increasing the risk of harm to the fetus.

17 175. There is no safe level of exposure to Lead and even minute amounts of
18 Lead exposure have been shown to permanently reduce mental capacity. Davis, J.M.,
19 Svendgaard, D.J., "Lead and Child Development," *Nature* 329:297-300, 1987. One study on the
20 effect of childhood Lead exposure declared that even the smallest detectable amount of blood
21 Lead levels in children can mean the difference between an A or B grade in school. Lanphear,
22 B.P., Dietrich, K., Auinger, P., Cox, C., "Subclinical Lead Toxicity in U.S. Children and
23 Adolescents," *Neurodevelopmental Disabilities II Platform*, 2000. Another study followed
24 children into adulthood and found a sevenfold increase in the risk for developing a reading
25 disability among children exposed to sufficient levels of Lead as toddlers. Needleman, H.L.,
26 Schell, A., Bellinger, D., Leviton, A., Alled, E.N., "The Long-Term Effects of Exposure to Low
27 Doses of Lead in Childhood: An 11-Year Follow-up Report," *New England Journal of Medicine*
28 322:83-88, 1990.

1 176. Lead exposures for pregnant women are also of particular concern in light
2 of evidence that even short term Lead exposures *in utero* may have long-term harmful effects.
3 Hu, H., *et al.*, “Fetal Lead Exposure at Each State of Pregnancy as a Predictor of Infant Mental
4 Development,” *Environmental Health Perspectives* 114:11, 2006; Schnaas, L., *et al.*, “Reduced
5 Intellectual Development in Children with Prenatal Lead Exposure,” *Environmental Health*
6 *Perspectives* 114:5, 2006.

7 177. Lead is found in the fabric and/or material from which many of the
8 Products are made. Lead is found in the Products as a stabilizer in the vinyl or imitation leather
9 materials, as a chemical ingredient in some of the dyes, paints and other coloring agents used in
10 the Products and in the chemicals used in the leather tanning process. Lead is also found in the
11 metallic components such as zippers and zipper pulls used on some of the Products.

12 178. Defendants’ Products contain sufficient quantities of Lead such that
13 consumers, including pregnant women and children, who use, touch and/or handle the Products
14 are exposed to Lead through the average use of the Products. The route of exposure for the
15 violations is direct ingestion when consumers place the Products or items that have been stored
16 in the Products in their mouths; ingestion via hand-to-mouth contact after consumers use, touch
17 and/or handle the Products or items that have been stored in the Products; and dermal absorption
18 directly through the skin when consumers use, touch and/or handle the Products or items that
19 have been stored in the Products.

20 179. Any person acting in the public interest has standing to enforce violations
21 of Proposition 65 provided that such person has supplied the requisite public enforcers with a
22 valid 60-Day Notice of Violation and such public enforcers are not diligently prosecuting the
23 action within such time. Health & Safety Code §25249.7(d).

24 180. More than sixty days prior to naming each Defendant in this lawsuit, CEH
25 provided a 60-Day “Notice of Violation of Proposition 65” to the California Attorney General,
26 the District Attorneys of every county in California, the City Attorneys of every California city
27 with a population greater than 750,000 and to each of the named Defendants. In compliance with
28 Health & Safety Code §25249.7(d) and 27 C.C.R. §25903(b), each Notice included the following

1 information: (1) the name and address of each violator; (2) the statute violated; (3) the time
2 period during which violations occurred; (4) specific descriptions of the violations, including (a)
3 the routes of exposure to Lead from the Products, and (b) the specific type of products sold and
4 used in violation of Proposition 65; and (5) the name of the specific Proposition 65-listed
5 chemical that is the subject of the violations described in each Notice.

6 181. CEH also sent a Certificate of Merit for each Notice to the California
7 Attorney General, the District Attorneys of every county in California, the City Attorneys of
8 every California city with a population greater than 750,000 and to the named Defendants. In
9 compliance with Health & Safety Code §25249.7(d) and 11 C.C.R. §3101, each of the
10 Certificates certified that CEH's counsel: (1) has consulted with one or more persons with
11 relevant and appropriate experience or expertise who reviewed facts, studies or other data
12 regarding the exposures to Lead alleged in each of the Notices; and (2) based on the information
13 obtained through such consultations, believes that there is a reasonable and meritorious case for a
14 citizen enforcement action based on the facts alleged in each of the Notices. In compliance with
15 Health & Safety Code §25249.7(d) and 11 C.C.R. §3102, each of the Certificates served on the
16 Attorney General included factual information – provided on a confidential basis – sufficient to
17 establish the basis for the Certificate, including the identity of the person(s) consulted by CEH's
18 counsel and the facts, studies or other data reviewed by such persons.

19 182. None of the public prosecutors with the authority to prosecute violations
20 of Proposition 65 has commenced and/or is diligently prosecuting a cause of action against
21 Defendants under Health & Safety Code §25249.5, *et seq.*, based on the claims asserted in the
22 Notice.

23 183. Defendants both know and intend that individuals, including pregnant
24 women and children, will use, touch and/or handle the Products, thus exposing them to Lead.

25 184. Under Proposition 65, an exposure is “knowing” where the party
26 responsible for such exposure has:

27 knowledge of the fact that a[n] . . . exposure to a chemical listed
28 pursuant to [Health and Safety Code §25249.8(a)] is occurring. No
 knowledge that the . . . exposure is unlawful is required.

1 27 C.C.R. §25102(n). This knowledge may be either actual or constructive. *See, e.g.*, Final
2 Statement of Reasons Revised (November 4, 1988) (pursuant to former 22 C.C.R. Division 2,
3 §12201).

4 185. No clear and reasonable warning is provided with the Products regarding
5 the carcinogenic or reproductive hazards of Lead.

6 186. Defendants have been informed of the Lead in their Products by the 60-
7 Day Notice of Violation and accompanying Certificate of Merit served on them by CEH.

8 187. Nevertheless, Defendants continue to expose consumers, including
9 pregnant women and children, to Lead without prior clear and reasonable warnings regarding the
10 carcinogenic and/or reproductive hazards of Lead.

11 188. CEH has engaged in good-faith efforts to resolve the claims alleged herein
12 prior to filing this complaint.

13 189. Any person “violating or threatening to violate” Proposition 65 may be
14 enjoined in any court of competent jurisdiction. Health & Safety Code §25249.7. “Threaten to
15 violate” is defined to mean “to create a condition in which there is a substantial probability that a
16 violation will occur.” Health & Safety Code §25249.11(e). Proposition 65 provides for civil
17 penalties not to exceed \$2,500 per day for each violation of Proposition 65.

18 **FIRST CAUSE OF ACTION**
19 **(Violations of the Health & Safety Code §25249.6)**

20 190. CEH realleges and incorporates by reference as if specifically set forth
21 herein Paragraphs 1 through 189, inclusive.

22 191. By placing the Products into the stream of commerce, each Defendant is a
23 person in the course of doing business within the meaning of Health & Safety Code §25249.11.

24 192. Lead is a chemical listed by the State of California as known to cause
25 cancer and birth defects or other reproductive harm.

26 193. Defendants know that average use of the Products will expose users of the
27 Products to Lead. Defendants intend that the Products be used in a manner that results in users
28 of the Products being exposed to Lead contained in the Products.

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5. That the Court grant such other and further relief as may be just and proper.

Dated: May 28, 2010

Respectfully submitted,

LEXINGTON LAW GROUP



Eric S. Somers
Attorneys for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH