

MAY 06 2010

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By SHAUNYA WESLEY, Deputy

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9 Consumer Advocacy Group, Inc.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

12 CONSUMER ADVOCACY GROUP, INC.,  
13 in the public interest,

14 Plaintiff,

15 v.

16 99 CENTS ONLY STORES, a business  
17 entity, form unknown; DELUXE IMPORTS,  
18 a business entity, form unknown; and DOES  
19 1-50;

20 Defendants.

CASE NO.

**BC 437195**

COMPLAINT FOR PENALTY,  
INJUNCTION, AND RESTITUTION

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 (exceeds \$25,000)

21 Plaintiff Consumer Advocacy Group, Inc. alleges a cause of action against defendants as  
22 follows:

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THE PARTIES

1. Plaintiff Consumer Advocacy Group, Inc. ("Plaintiff" OR "CAG") is a non-profit corporation qualified to do business in the State of California. CAG is a person within the meaning of Health and Safety Code section 25249.11, subdivision (a). CAG, acting as a private attorney general, brings this action in the public interest as defined under Health and Safety Code section 25249.7, subdivision (d).
2. Defendant 99 Cents Only Stores is a business entity, form unknown, qualified to do business and doing business in the State of California at all relevant times herein.
3. Defendant Deluxe Imports is a business entity, form unknown, qualified to do business and doing business in California.
4. Plaintiff is presently unaware of the true names and capacities of defendants Does 1-50, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed, believes, and thereon alleges that each fictitiously named defendant is responsible in some manner for the occurrences herein alleged and the damages caused thereby.
5. At all times mentioned herein, the term "Defendants" includes 99 Cents Only Stores, Deluxe Imports, and Does 1-50.
6. Plaintiff is informed and believes, and thereon alleges that each of the Defendants at all times mentioned herein have conducted business within the State of California.
7. At all times relevant to this action, each of the Defendants, including Does 1-50, was an agent, servant, or employee of each of the other Defendants. In conducting the activities alleged in this Complaint, each of the Defendants was acting within the course and scope of this agency, service, or employment, and was acting with the consent, permission, and authorization of each of the other Defendants. All actions of each of the Defendants alleged in this Complaint were ratified and approved by every other Defendant or their officers or managing agents. Alternatively, each of the Defendants aided, conspired with and/or facilitated the alleged wrongful conduct of each of the other Defendants.

1 8. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each of the  
2 Defendants was a person doing business within the meaning of Health and Safety Code  
3 section 25249.11, subdivision (b), and that each of the Defendants had ten (10) or more  
4 employees at all relevant times.

5  
6 **JURISDICTION**

7 9. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article  
8 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except  
9 those given by statute to other trial courts. This Court has jurisdiction over this action  
10 pursuant to Health and Safety Code section 25249.7, which allows enforcement of  
11 violations of Proposition 65 in any Court of competent jurisdiction.

12 10. This Court has jurisdiction over Defendants named herein because Defendants either  
13 reside or are located in this State or are foreign corporations authorized to do business in  
14 California, are registered with the California Secretary of State, or who do sufficient  
15 business in California, have sufficient minimum contacts with California, or otherwise  
16 intentionally avail themselves of the markets within California through their manufacture,  
17 distribution, promotion, marketing, or sale of their products within California to render  
18 the exercise of jurisdiction by the California courts permissible under traditional notions  
19 of fair play and substantial justice.

20 11. Venue is proper in the County of Los Angeles because one or more of the instances of  
21 wrongful conduct occurred, and continues to occur, in the County of Los Angeles and/or  
22 because Defendants conducted, and continue to conduct, business in the County of Los  
23 Angeles with respect to the consumer product that is the subject of this action.

24 **BACKGROUND AND PRELIMINARY FACTS**

25 12. In 1986, California voters approved an initiative to address growing concerns about  
26 exposure to toxic chemicals and declared their right “[t]o be informed about exposures to  
27 chemicals that cause cancer, birth defects, or other reproductive harm.” Ballot Pamp.,  
28 Proposed Law, Gen. Elec. (Nov. 4, 1986) at p. 53. The initiative, The Safe Drinking

1 Water and Toxic Enforcement Act of 1986, codified at Health and Safety Code sections  
2 25249.5, *et seq.* ("Proposition 65"), helps to protect California's drinking water sources  
3 from contamination, to allow consumers to make informed choices about the products  
4 they buy, and to enable persons to protect themselves from toxic chemicals as they see  
5 fit.

6 13. Proposition 65 requires the Governor of California to publish a list of chemicals known to  
7 the state to cause cancer, birth defects, or other reproductive harm. *Health & Safety Code*  
8 § 25249.8. The list, which the Governor updates at least once a year, contains over 700  
9 chemicals and chemical families. Proposition 65 imposes warning requirements and  
10 other controls that apply to Proposition 65-listed chemicals.

11 14. All businesses with ten (10) 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 & Safety 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 & Safety Code* § 25249.6).

17 15. Proposition 65 provides that any person "violating or threatening to violate" the statute  
18 may be enjoined in any court of competent jurisdiction. *Health & Safety Code* § 25249.7.  
19 "Threaten to violate" means "to create a condition in which there is a substantial  
20 probability that a violation will occur." *Health & Safety Code* § 25249.11(e).  
21 Defendants are also liable for civil penalties of up to \$2,500.00 per day per violation,  
22 recoverable in a civil action. *Health & Safety Code* § 25249.7(b).

23 16. Through research and investigation, Plaintiff identified certain practices of Defendants of  
24 exposing , knowingly and intentionally, persons in California to the Proposition 65-listed  
25 chemicals in the consumer products discussed below without first providing clear and  
26 reasonable warnings of such to the exposed persons prior to the time of exposure.

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**SATISFACTION OF PRIOR NOTICE**

1  
2 17. Plaintiff has given Defendants notice of alleged violations of Health and Safety Code  
3 section 25249.6 concerning a variety of their products with certain carcinogenic or  
4 teratogenic qualities. Defendants have had notice that they have violated Proposition 65  
5 with regard to many products.

6 18. On or about May 27, 2009, Plaintiff gave notice of alleged violations of Health and  
7 Safety Code section 25249.6, concerning consumer products exposures, occupational  
8 exposures, and environmental exposures subject to a private action to 99 Cents Only  
9 Stores, Deluxe Imports, and to the California Attorney General, County District  
10 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
11 people in whose jurisdictions the violations allegedly occurred, concerning Regent  
12 Garden Tool Transplant Trowel.

13 19. On or about November 2, 2009, Plaintiff gave notice of alleged violations of Health and  
14 Safety Code section 25249.6, concerning consumer products exposures, occupational  
15 exposures, and environmental exposures subject to a private action to 99 Cents Only  
16 Stores, Deluxe Imports, and to the California Attorney General, County District  
17 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
18 people in whose jurisdictions the violations allegedly occurred, concerning Regent  
19 Garden Tool Regular Trowel.

20 20. On or about November 20, 2009, Plaintiff gave notice of alleged violations of Health and  
21 Safety Code section 25249.6, concerning consumer products exposures, occupational  
22 exposures, and environmental exposures, subject to a private action to 99 Cents Only  
23 Stores, Deluxe Imports, and to the California Attorney General, County District  
24 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
25 people in whose jurisdictions the violations allegedly occurred. concerning Regent  
26 Garden Tool Cultivator, Power +Plus 16ft Measuring Tape (#MU-34345), Power +Plus  
27 Screwdriver and Sockets Tools Set (#RGD-14), and 24" Christmas Tree (#151090) with  
28 "Flame Resistance" and "Tarnish Proof."

1 21. On or about December 18, 2009, Plaintiff gave notice of alleged violations of Health and  
2 Safety Code section 25249.6, concerning consumer products exposures, occupational  
3 exposures, and environmental exposures, subject to a private action to 99 Cents Only  
4 Stores, and to the California Attorney General, County District Attorneys, and City  
5 Attorneys for each city containing a population of at least 750,000 people in whose  
6 jurisdictions the violations allegedly occurred, concerning Small Silver Plastic Flashlight  
7 with Black Rubber Grip Handle (6" in length and 1 1/2" in lens diameter).

8 22. Before sending the notices of alleged violations, Plaintiff investigated the consumer  
9 products involved, the likelihood that such products would cause users to suffer  
10 significant exposures to the relevant Proposition 65-listed chemicals at issue.

11 23. Plaintiff's notices of alleged violations each included a Certificate of Merit executed by  
12 the attorney for the noticing party, CAG. The Certificates of Merit stated that the  
13 attorney for Plaintiff who executed the Certificate had consulted with at least one person  
14 with relevant and appropriate expertise who reviewed data regarding the exposures to  
15 Lead and lead compounds, the subject Proposition 65-listed chemicals of this action.  
16 Based on that information, the attorney for Plaintiff who executed each Certificate of  
17 Merit believed there was a reasonable and meritorious case for this private action. The  
18 attorney for Plaintiff attached to each Certificate of Merit served on the Attorney General  
19 the confidential factual information sufficient to establish the bases of the Certificate of  
20 Merit.

21 24. Plaintiff's notices of alleged violations also included a Certificate of Service and a  
22 document entitled "The Safe Drinking Water & Toxic Enforcement Act of 1986  
23 (Proposition 65) A Summary." *Health & Safety Code* § 25249.7(d).

24 25. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff  
25 gave notice of the alleged violations to 99 Cents Only Stores and Deluxe Imports, and to  
26 the public prosecutors referenced in Paragraphs 17-20.

1 26. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General, nor  
2 any applicable district attorney or city attorney has commenced and is diligently  
3 prosecuting an action against the Defendants.

4  
5 **GENERAL RECITATIONS**

6 27. On October 1, 1992, the Governor of California added Lead and lead compounds to the  
7 list of chemicals known to the State to cause cancer (*Cal. Code Regs.* tit. 27, § 27001(b)).  
8 Pursuant to Health and Safety Code sections 25249.9 and 25249.10, twenty (20) months  
9 after addition of Lead and lead compounds to the list of chemicals known to the State to  
10 cause cancer, Lead and lead compounds became fully subject to Proposition 65 warning  
11 requirements and discharge prohibitions.

12 28. On February 27, 1987, the Governor of California added Lead to the list of chemicals  
13 known to the State to cause reproductive toxicity (*Cal. Code Regs.* tit. 27, § 27001(c)).  
14 Lead is known to the State to cause developmental, female, and male reproductive  
15 toxicity. Pursuant to Health and Safety Code sections 25249.9 and 25249.10, twenty (20)  
16 months after addition of Lead to the list of chemicals known to the State to cause  
17 reproductive toxicity, Lead became fully subject to Proposition 65 warning requirements  
18 and discharge prohibitions.

19 29. Plaintiff's allegations concern "[c]onsumer products exposure[s]," which "is an exposure  
20 that results from a person's acquisition, purchase, storage, consumption, or other  
21 reasonably foreseeable use of a consumer good, or any exposure that results from  
22 receiving a consumer service." *Cal. Code Regs.* tit. 27, §25602(b).

23 30. Plaintiff's allegations concern "[o]ccupational exposure[s]," which are exposures "to any  
24 employees in his or her employer's workplace." *Cal. Code Reg.* tit. 27, § 25602(f).

25 31. Plaintiff's allegations concern "[e]nvironmental exposure[s]." which are exposures "that  
26 may foreseeably occur as a result of contact with an environmental medium, including,  
27 but not limited to, ambient air, indoor air, drinking water, standing water, running water,  
28 soil, vegetation, or manmade or natural substances, either through inhalation, ingestion,

1 skin contact, or otherwise. Environmental exposures include all exposures that are not  
2 consumer products exposures. or occupational exposures.” *Cal. Code Reg. tit. 27, §*  
3 *25602(c)*.

4  
5 **FIRST CAUSE OF ACTION**

6 **(By Consumer Advocacy Group, Inc. and against 99 Cents Only Stores, Deluxe Imports,**  
7 **and Does 1-50 for Violations of Proposition 65, The Safe Drinking Water and Toxic**  
8 **Enforcement Act of 1986 (*Health & Safety Code, §§ 25249.5, et seq.*))**

9 **Regent Garden Tool Transplant Trowel**

10 32. Plaintiff Consumer Advocacy Group, Inc. repeats and incorporates by reference  
11 paragraphs 1 through 31 of this Complaint as though fully set forth herein.

12 33. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
13 distributor, promoter, or retailer of Regent Garden Tool Transplant Trowel (hereinafter  
14 “Garden Trowel”), a consumer product which is designed as a tool for use in gardening,  
15 including within the home environment.

16 34. Plaintiff is informed, believes, and thereon alleges that Garden Trowel contains Lead.

17 35. Defendants knew or should have known that Lead has been identified by the State of  
18 California as a chemical known to cause cancer and reproductive toxicity and therefore  
19 was subject to Proposition 65 warning requirements. Defendants were also informed of  
20 the presence of Lead in the Garden Trowel within Plaintiff's notice of alleged violations  
21 further discussed above at Paragraph 17.

22 36. Garden Trowel is a consumer product, and, as mentioned in herein, exposures to Lead  
23 took place as a result of such normal and foreseeable consumption and use. As a result,  
24 Defendant caused consumer exposures.

25 37. Defendants employees were exposed to Lead in their employer's workplace as a result of  
26 handling Garden Trowel, in conjunction with packaging, shipping, distributing and/or  
27 selling Garden Trowel. among other activities, without having first been given clear and  
28 reasonable warnings that such handling would cause exposures to Lead. As a result,  
Defendants caused occupational exposures.



1 38. Defendants failed to provide clear and reasonable warnings at their facilities, and other  
2 locations where exposures to lead would foreseeably occur to persons who could  
3 foreseeably come into contact with Garden Trowel through environmental mediums. As a  
4 result, Defendants caused environmental exposures.

5 39. Plaintiff is informed, believes, and thereon alleges that between November 20, 2006 and  
6 the present, and continuing thereafter each of the Defendants knowingly and intentionally  
7 exposed their employees and California consumers and users of Garden Trowel, which  
8 Defendants manufactured, distributed, or sold as mentioned above, to Lead, without first  
9 providing any type of clear and reasonable warning of such to the exposed persons before  
10 the time of exposure. Defendants have distributed and sold Garden Trowel in California.  
11 Defendants know and intend that California consumers will use and consume Garden  
12 Trowel thereby exposing them to Lead. Defendants thereby violated Proposition 65.

13 40. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
14 Persons sustain exposures by handling Garden Trowel without wearing gloves or by  
15 touching bare skin or mucous membranes with gloves after handling the Garden Trowel,  
16 as well as hand to mouth contact (*e.g.*, by inserting surfaces, such as hands, that have  
17 contacted Garden Trowel into their mouths), hand to mucous membrane, or breathing in  
18 particulate matter released or emanating from Garden Trowel during use in gardening and  
19 landscaping activities, or as to Defendants' employees, in the course of their employment  
20 handling, distributing, and selling Garden Trowel.

21 41. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
22 Proposition 65 as to Garden Trowel have been ongoing and continuous to the date of the  
23 signing of this Complaint, as Defendants engaged and continue to engage in conduct  
24 which violates Health and Safety Code section 25249.6, including the manufacture,  
25 distribution, promotion, and sale of Garden Trowel, so that a separate and distinct  
26 violation of Proposition 65 occurred each and every time a person was exposed to Lead  
27 by Garden Trowel as mentioned herein.

1 42. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
2 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
3 violations alleged herein will continue to occur into the future.

4 43. Based on the allegations herein, Defendants are liable for civil penalties of up to  
5 \$2,500.00 per day per individual exposure to Lead from Garden Trowel, pursuant to  
6 Health and Safety Code section 25249.7(b).

7 44. In the absence of equitable relief, California consumers, the general public, and  
8 Defendants' employees will continue to be involuntarily exposed to Lead that is  
9 contained in Garden Trowel, creating a substantial risk of irreparable harm. Thus, by  
10 committing the acts alleged herein, Defendants have caused irreparable harm for which  
11 there is no plain, speedy, or adequate remedy at law.

12 45. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
13 filing this Complaint.

14  
15 **Regent Garden Tool Regular Trowel**

16 46. Plaintiff Consumer Advocacy Group, Inc. repeats and incorporates by reference  
17 paragraphs 1 through 31 of this Complaint as though fully set forth herein.

18 47. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
19 distributor, promoter, or retailer of Regent Garden Tool Regular Trowel (hereinafter  
20 "Regular Trowel"), a consumer product which is designed as a tool for use in gardening.

21 48. Plaintiff is informed, believes, and thereon alleges that Regular Trowel contains Lead.

22 49. Defendants knew or should have known that Lead has been identified by the State of  
23 California as a chemical known to cause cancer and reproductive toxicity and therefore  
24 was subject to Proposition 65 warning requirements. Defendants were also informed of  
25 the presence of Lead in the Regular Trowel within Plaintiff's notice of alleged violations  
26 further discussed above at Paragraph 18.

1 50. Regular Trowel is a consumer product, and, as mentioned in herein. exposures to Lead  
2 took place as a result of such normal and foreseeable consumption and use. As a result,  
3 Defendants caused consumer exposures.

4 51. As mentioned in herein, employees were exposed to Lead in their employer's workplace  
5 as a result of handling Regular Trowel, in conjunction with packaging, shipping,  
6 distributing and/or selling Regular Trowel, among other activities, without having first  
7 been given clear and reasonable warnings that such handling would cause exposures to  
8 Lead. As a result, defendants caused occupational exposures.

9 52. Defendants failed to provide clear and reasonable warnings at their facilities, and other  
10 locations where such exposures would foreseeably occur to persons who could  
11 foreseeably come into contact with Regular Trowel through environmental mediums. As  
12 a result, Defendants caused environmental exposures.

13 53. Plaintiff is informed, believes, and thereon alleges that between November 2, 2006 and  
14 the present, and continuing thereafter, each of the Defendants knowingly and  
15 intentionally exposed their employees and California consumers and users of Regular  
16 Trowel, which Defendants manufactured, distributed, or sold as mentioned above, to  
17 Lead, without first providing any type of clear and reasonable warning of such to the  
18 exposed persons before the time of exposure. Defendants have distributed and sold  
19 Regular Trowel in California. Defendants know and intend that California consumers  
20 will use and consume Regular Trowel thereby exposing them to Lead. Defendants  
21 thereby violated Proposition 65.

22 54. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
23 Persons sustain exposures by handling Regular Trowel without wearing gloves or by  
24 touching bare skin or mucous membranes with gloves after handling the Regular Trowel  
25 as well as hand to mouth contact (e.g., by inserting surfaces, such as hands, that have  
26 contacted Regular Trowel into their mouths), hand to mucous membrane, or breathing in  
27 particulate matter released or emanating from Regular Trowel during use in gardening  
28

1 and landscaping activities, or as to Defendants' employees, in the course of their  
2 employment handling, distributing, and selling Regular Trowel.

3 55. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
4 Proposition 65 as to Regular Trowel have been ongoing and continuous to the date of the  
5 signing of this Complaint, as Defendants engaged and continue to engage in conduct  
6 which violates Health and Safety Code section 25249.6, including the manufacture,  
7 distribution, promotion, and sale of Regular Trowel, so that a separate and distinct  
8 violation of Proposition 65 occurred each and every time a person was exposed to Lead  
9 by Regular Trowel as mentioned herein.

10 56. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
11 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
12 violations alleged herein will continue to occur into the future.

13 57. Based on the allegations herein, Defendants are liable for civil penalties of up to  
14 \$2,500.00 per day per individual exposure to Lead from Regular Trowel, pursuant to  
15 Health and Safety Code section 25249.7(b).

16 58. In the absence of equitable relief, California consumers, the general public, and  
17 Defendants' employees will continue to be involuntarily exposed to Lead that is  
18 contained in Regular Trowel, creating a substantial risk of irreparable harm. Thus, by  
19 committing the acts alleged herein, Defendants have caused irreparable harm for which  
20 there is no plain, speedy, or adequate remedy at law.

21 59. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
22 filing this Complaint.

23  
24 **Regent Garden Tool Cultivator**

25 60. Plaintiff Consumer Advocacy Group, Inc. repeats and incorporates by reference  
26 paragraphs 1 through 31 of this complaint as though fully set forth herein.

27 61. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
28 distributor, promoter, or retailer of Regent Garden Tool Cultivator (hereinafter

1 "Cultivator"), a consumer product which is designed as a tool for use in gardening,  
2 including within the home environment.

3 62. Plaintiff is informed, believes, and thereon alleges that Cultivator contains Lead.

4 63. Defendants knew or should have known that Lead has been identified by the State of  
5 California as a chemical known to cause cancer and reproductive toxicity and therefore  
6 was subject to Proposition 65 warning requirements. Defendants were also informed of  
7 the presence of Lead in the Cultivator within Plaintiff's notice of alleged violations  
8 further discussed above at Paragraph 19.

9 64. Cultivator is a consumer product, and, as mentioned in herein, exposures to Lead took  
10 place as a result of such normal and foreseeable consumption and use. As a result,  
11 Defendants caused consumer exposures.

12 65. As mentioned in herein, employees were exposed to Lead in their employer's workplace  
13 as a result of handling Cultivator, in conjunction with packaging, shipping, distributing  
14 and/or selling Cultivator, among other activities, without having first been given clear  
15 and reasonable warnings that such handling would cause exposures to Lead. As a result,  
16 Defendants caused occupational exposures.

17 66. As mentioned in herein, failed to provide clear and reasonable warnings at their facilities,  
18 and other locations where such exposures would foreseeably occur to persons who could  
19 foreseeably come into contact with Cultivator through environmental mediums. As a  
20 result, Defendants caused environmental exposures.

21 67. Plaintiff is informed, believes, and thereon alleges that between November 20, 2006 and  
22 the present, and continuing thereafter, each of the Defendants knowingly and  
23 intentionally exposed their employees and California consumers and users of Cultivator,  
24 which Defendants manufactured, distributed, or sold as mentioned above, to Lead,  
25 without first providing any type of clear and reasonable warning of such to the exposed  
26 persons before the time of exposure. Defendants have distributed and sold Cultivator in  
27 California. Defendants know and intend that California consumers will use and consume  
28 Cultivator thereby exposing them to Lead. Defendants thereby violated Proposition 65.

1 68. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
2 Persons sustain exposures by handling Cultivator without wearing gloves or by touching  
3 bare skin or mucous membranes with gloves after handling the Cultivator, as well as  
4 hand to mouth contact (*e.g.*, by inserting surfaces, such as hands, that have contacted  
5 Cultivator into their mouths), hand to mucous membrane, or breathing in particulate  
6 matter released or emanating from Cultivator during use in gardening and landscaping  
7 activities, or as to Defendants' employees, in the course of their employment handling,  
8 distributing, and selling Cultivator.

9 69. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
10 Proposition 65 as to Cultivator have been ongoing and continuous to the date of the  
11 signing of this Complaint, as Defendants engaged and continue to engage in conduct  
12 which violates Health and Safety Code section 25249.6, including the manufacture,  
13 distribution, promotion, and sale of Cultivator, so that a separate and distinct violation of  
14 Proposition 65 occurred each and every time a person was exposed to Lead by Cultivator  
15 as mentioned herein.

16 70. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
17 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
18 violations alleged herein will continue to occur into the future.

19 71. Based on the allegations herein, Defendants are liable for civil penalties of up to  
20 \$2,500.00 per day per individual exposure to Lead from Cultivator, pursuant to Health  
21 and Safety Code section 25249.7(b).

22 72. In the absence of equitable relief, California consumers, the general public, and  
23 Defendants' employees will continue to be involuntarily exposed to Lead that is  
24 contained in Cultivator, creating a substantial risk of irreparable harm. Thus, by  
25 committing the acts alleged herein, Defendants have caused irreparable harm for which  
26 there is no plain, speedy, or adequate remedy at law.

27 73. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
28 filing this Complaint.

1 74. Plaintiff Consumer Advocacy Group, Inc. repeats and incorporates by reference  
2 paragraphs 1 through 23 of this Complaint as though fully set forth herein.

3  
4 **Power +Plus 16ft Measuring Tape**

5 75. Plaintiff Consumer Advocacy Group, Inc. repeats and incorporates by reference  
6 paragraphs 1 through 31 of this complaint as though fully set forth herein.

7 76. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
8 distributor, promoter, or retailer of Power +Plus 16ft Measuring Tape (hereinafter  
9 “Measuring Tape”), a consumer product which is designed as for home repair and handy  
10 work.

11 77. Plaintiff is informed, believes, and thereon alleges that Measuring Tape contains Lead.

12 78. Defendants knew or should have known that Lead has been identified by the State of  
13 California as a chemical known to cause cancer and reproductive toxicity and therefore  
14 was subject to Proposition 65 warning requirements. Defendants were also informed of  
15 the presence of Lead in the Measuring Tape within Plaintiff's notice of alleged violations  
16 further discussed above at Paragraph 18.

17 79. Measuring Tape is a consumer product, and, as mentioned in herein, exposures to Lead  
18 took place as a result of such normal and foreseeable consumption and use. As a result,  
19 Defendants caused consumer exposures.

20 80. Defendants' employees were exposed to Lead in their employer's workplace as a result  
21 of handling Measuring Tape, in conjunction with packaging, shipping, distributing and/or  
22 selling Measuring Tape, among other activities, without having first been given clear and  
23 reasonable warnings that such handling would cause exposures to Lead. As a result,  
24 Defendants caused occupational exposures.

25 81. Environmental exposures include all exposures that are not consumer products exposures,  
26 or occupational exposures.” Cal. Code Reg. tit. 27, § 25602(c). As mentioned in herein.  
27 Defendants failed to provide clear and reasonable warnings at their facilities, and other  
28 locations where such exposures would foreseeably occur to persons who could

1 foreseeably come into contact with Measuring Tape through environmental mediums. As  
2 a result. Defendants caused environmental exposures.

3 82. Plaintiff is informed, believes, and thereon alleges that between November 20, 2006 and  
4 the present, and continuing thereafter, each of the Defendants knowingly and  
5 intentionally exposed their employees and California consumers and users of Measuring  
6 Tape, which Defendants manufactured, distributed, or sold as mentioned above, to Lead,  
7 without first providing any type of clear and reasonable warning of such to the exposed  
8 persons before the time of exposure. Defendants have distributed and sold Measuring  
9 Tape in California. Defendants know and intend that California consumers will use and  
10 consume Measuring Tape thereby exposing them to Lead. Defendants thereby violated  
11 Proposition 65.

12 83. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
13 Persons sustain exposures by handling Measuring Tape without wearing gloves or by  
14 touching bare skin or mucous membranes with gloves after handling the Measuring Tape,  
15 as well as hand to mouth contact (e.g., by inserting surfaces, such as hands, that have  
16 contacted Measuring Tape into their mouths), hand to mucous membrane, or breathing in  
17 particulate matter released or emanating from Measuring Tape during use in home repair,  
18 or as to Defendants' employees, in the course of their employment handling, distributing,  
19 and selling Measuring Tape.

20 84. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
21 Proposition 65 as to Measuring Tape have been ongoing and continuous to the date of the  
22 signing of this Complaint, as Defendants engaged and continue to engage in conduct  
23 which violates Health and Safety Code section 25249.6, including the manufacture,  
24 distribution, promotion, and sale of Measuring Tape, so that a separate and distinct  
25 violation of Proposition 65 occurred each and every time a person was exposed to Lead  
26 by Measuring Tape as mentioned herein.



1 85. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
2 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
3 violations alleged herein will continue to occur into the future.

4 86. Based on the allegations herein, Defendants are liable for civil penalties of up to  
5 \$2,500.00 per day per individual exposure to Lead from Measuring Tape, pursuant to  
6 Health and Safety Code section 25249.7(b).

7 87. In the absence of equitable relief, California consumers, the general public, and  
8 Defendants' employees will continue to be involuntarily exposed to Lead that is  
9 contained in Measuring Tape, creating a substantial risk of irreparable harm. Thus, by  
10 committing the acts alleged herein, Defendants have caused irreparable harm for which  
11 there is no plain, speedy, or adequate remedy at law.

12 88. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
13 filing this Complaint.

14  
15 **Power +Plus Screwdriver and Sockets Tools Set (#RGD-14)**

16 89. Plaintiff Consumer Advocacy Group, Inc. repeats and incorporates by reference  
17 paragraphs 1 through 31 of this Complaint as though fully set forth herein.

18 90. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
19 distributor, promoter, or retailer of Power +Plus Screwdriver and Sockets Tools Set  
20 (#RGD-14) (hereinafter "Screwdriver and Sockets Set"), a consumer product which is  
21 designed for use in home repair and handy work.

22 91. Plaintiff is informed, believes, and thereon alleges that Screwdriver and Sockets Set  
23 contains Lead.

24 92. Defendants knew or should have known that Lead has been identified by the State of  
25 California as a chemical known to cause cancer and reproductive toxicity and therefore  
26 was subject to Proposition 65 warning requirements. Defendants were also informed of  
27 the presence of Lead in the Screwdriver and Sockets Set within Plaintiff's notice of  
28 alleged violations further discussed above at Paragraph 19.

1 93. Screwdriver and Sockets Set is a consumer product, and, as mentioned in herein,  
2 exposures to Lead took place as a result of such normal and foreseeable consumption and  
3 use. As a result, Defendants caused consumer exposures.

4 94. As mentioned in herein, employees were exposed to Lead in their employer's workplace  
5 as a result of handling Screwdriver and Sockets Set, in conjunction with packaging,  
6 shipping, distributing and/or selling Screwdriver and Sockets Set, among other activities,  
7 without having first been given clear and reasonable warnings that such handling would  
8 cause exposures to Lead. As a result, Defendants caused occupational exposures.

9 95. Defendants failed to provide clear and reasonable warnings at their facilities, and other  
10 locations where such exposures would foreseeably occur to persons who could  
11 foreseeably come into contact with Screwdriver and Sockets Set through environmental  
12 mediums. As a result, Defendants caused environmental exposures.

13 96. Plaintiff is informed, believes, and thereon alleges that between November 20, 2006 and  
14 the present, and continuing thereafter, each of the Defendants knowingly and  
15 intentionally exposed their employees and California consumers and users of Screwdriver  
16 and Sockets Set, which Defendants manufactured, distributed, or sold as mentioned  
17 above, to Lead, without first providing any type of clear and reasonable warning of such  
18 to the exposed persons before the time of exposure. Defendants have distributed and sold  
19 Screwdriver and Sockets Set in California. Defendants know and intend that California  
20 consumers will use and consume Screwdriver and Sockets Set thereby exposing them to  
21 Lead. Defendants thereby violated Proposition 65.

22 97. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
23 Persons sustain exposures by handling Screwdriver and Sockets Set without wearing  
24 gloves or by touching bare skin or mucous membranes with gloves after handling the  
25 Screwdriver and Sockets Set, as well as hand to mouth contact (e.g., by inserting  
26 surfaces, such as hands, that have contacted Screwdriver and Sockets Set into their  
27 mouths), hand to mucous membrane, or breathing in particulate matter released or  
28 emanating from Screwdriver and Sockets Set during use in home repair, or as to

1 Defendants' employees, in the course of their employment handling, distributing, and  
2 selling Screwdriver and Sockets Set.

3 98. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
4 Proposition 65 as to Screwdriver and Sockets Set have been ongoing and continuous to  
5 the date of the signing of this Complaint, as Defendants engaged and continue to engage  
6 in conduct which violates Health and Safety Code section 25249.6, including the  
7 manufacture, distribution, promotion, and sale of Screwdriver and Sockets Set, so that a  
8 separate and distinct violation of Proposition 65 occurred each and every time a person  
9 was exposed to Lead by Screwdriver and Sockets Set as mentioned herein.

10 99. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
11 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
12 violations alleged herein will continue to occur into the future.

13 100. Based on the allegations herein, Defendants are liable for civil penalties of up to  
14 \$2,500.00 per day per individual exposure to Lead from Screwdriver and Sockets Set,  
15 pursuant to Health and Safety Code section 25249.7(b).

16 101. In the absence of equitable relief, California consumers, the general public, and  
17 Defendants' employees will continue to be involuntarily exposed to Lead that is  
18 contained in Screwdriver and Sockets Set, creating a substantial risk of irreparable harm.  
19 Thus, by committing the acts alleged herein, Defendants have caused irreparable harm for  
20 which there is no plain, speedy, or adequate remedy at law.

21 102. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein  
22 prior to filing this Complaint.

23  
24 **Christmas Tree (#151090) with "Flame Resistance" and "Tarnish Proof"**

25 103. Plaintiff Consumer Advocacy Group, Inc. repeats and incorporates by reference  
26 paragraphs 1 through 31 of this complaint as though fully set forth herein.

27 104. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
28 distributor, promoter, or retailer of Christmas Tree (#151090) with "Flame Resistance"

1 and "Tarnish Proof" (hereinafter "Christmas Tree"), a consumer product which is  
2 designed for in home and office decoration.

3 105. Plaintiff is informed, believes, and thereon alleges that Christmas Tree contains  
4 Lead.

5 106. Defendants knew or should have known that Lead has been identified by the State  
6 of California as a chemical known to cause cancer and reproductive toxicity and therefore  
7 was subject to Proposition 65 warning requirements. Defendants were also informed of  
8 the presence of Lead in the Christmas Tree within Plaintiff's notice of alleged violations  
9 further discussed above at Paragraph 19.

10 107. Christmas Tree is a consumer product, and, as mentioned in herein, exposures to  
11 Lead took place as a result of such normal and foreseeable consumption and use. As a  
12 result, Defendants caused consumer exposures.

13 108. Defendants' employees were exposed to Lead in their employer's workplace as a  
14 result of handling Christmas Tree, in conjunction with packaging, shipping, distributing  
15 and/or selling Christmas Tree, among other activities, without having first been given  
16 clear and reasonable warnings that such handling would cause exposures to Lead. As a  
17 result, Defendants caused occupational exposure.

18 109. As mentioned in herein, Defendants failed to provide clear and reasonable  
19 warnings at their facilities, and other locations where such exposures would foreseeably  
20 occur to persons who could foreseeably come into contact with Christmas Tree through  
21 environmental mediums. As a result, Defendants caused environmental exposures.

22 110. Plaintiff is informed, believes, and thereon alleges that between November 20,  
23 2006 and the present, and continuing thereafter, each of the Defendants knowingly and  
24 intentionally exposed their employees and California consumers and users of Christmas  
25 Tree, which Defendants manufactured, distributed, or sold as mentioned above, to Lead,  
26 without first providing any type of clear and reasonable warning of such to the exposed  
27 persons before the time of exposure. Defendants have distributed and sold Christmas  
28 Tree in California. Defendants know and intend that California consumers will use and

1 consume Christmas Tree thereby exposing them to Lead. Defendants thereby violated  
2 Proposition 65.

3 111. The principal routes of exposure are through dermal contact, ingestion and  
4 inhalation. Persons sustain exposures by handling Christmas Tree without wearing  
5 gloves or by touching bare skin or mucous membranes with gloves after handling the  
6 Christmas Tree, as well as hand to mouth contact (e.g., by inserting surfaces, such as  
7 hands, that have contacted Christmas Tree into their mouths), hand to mucous membrane,  
8 or breathing in particulate matter released or emanating from Christmas Tree from  
9 placing and manipulating the Christmas Tree, or as to Defendants' employees, in the  
10 course of their employment handling, distributing, and selling Christmas Tree.

11 112. Plaintiff is informed, believes, and thereon alleges that each of Defendants'  
12 violations of Proposition 65 as to Christmas Tree have been ongoing and continuous to  
13 the date of the signing of this Complaint, as Defendants engaged and continue to engage  
14 in conduct which violates Health and Safety Code section 25249.6, including the  
15 manufacture, distribution, promotion, and sale of Christmas Tree, so that a separate and  
16 distinct violation of Proposition 65 occurred each and every time a person was exposed to  
17 Lead by Christmas Tree as mentioned herein.

18 113. Plaintiff is informed, believes, and thereon alleges that each violation of  
19 Proposition 65 mentioned herein is ever continuing. Plaintiff further alleges and believes  
20 that the violations alleged herein will continue to occur into the future.

21 114. Based on the allegations herein, Defendants are liable for civil penalties of up to  
22 \$2,500.00 per day per individual exposure to Lead from Christmas Tree, pursuant to  
23 Health and Safety Code section 25249.7(b).

24 115. In the absence of equitable relief, California consumers, the general public, and  
25 Defendants' employees will continue to be involuntarily exposed to Lead that is  
26 contained in Christmas Tree, creating a substantial risk of irreparable harm. Thus, by  
27 committing the acts alleged herein, Defendants have caused irreparable harm for which  
28 there is no plain, speedy, or adequate remedy at law.

1 116. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein  
2 prior to filing this Complaint.

3  
4 **(By Consumer Advocacy Group, Inc. and against 99 Cents Only Stores, and Does 1-50**  
5 **for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act**  
6 **of 1986 (Health & Safety Code, §§ 25249.5, et seq.))**

7 **Small Silver Plastic Flashlight with Black Rubber Grip Handle (6" in length and 1 ½"**  
8 **in lens diameter)**

9 117. Plaintiff Consumer Advocacy Group, Inc. repeats and incorporates by reference  
10 paragraphs 1 through 31 of this Complaint as though fully set forth herein.

11 118. Defendants 99 Cents Only Stores, and Does 1-50 (hereinafter "Defendants") are,  
12 and at all times mentioned herein was, a manufacturer, distributor, promoter, or retailer of  
13 Small Silver Plastic Flashlight with Black Rubber Grip Handle (6" in length and 1 ½" in  
14 lens diameter) (hereinafter "Flashlight"), a consumer product which is designed to be  
15 used as a personal luminary device.

16 119. Plaintiff is informed, believes, and thereon alleges that Flashlight contains Lead.

17 120. Defendants knew or should have known that Lead has been identified by the State  
18 of California as a chemical known to cause cancer and reproductive toxicity and therefore  
19 was subject to Proposition 65 warning requirements. Defendants were also informed of  
20 the presence of Lead in the Flashlight within Plaintiff's notice of alleged violations  
21 further discussed above at Paragraph 20.

22 121. Flashlight is a consumer product, and, as mentioned in herein, exposures to Lead  
23 took place as a result of such normal and foreseeable consumption and use. As a result,  
24 Defendants caused consumer exposures.

25 122. Defendants' employees were exposed to Lead in their employer's workplace as a  
26 result of handling Flashlight, in conjunction with importing, distributing, packaging,  
27 promoting and selling Flashlight, among other activities, without having first been given  
28 clear and reasonable warnings that such handling would cause exposures to Lead. As a  
result. Defendants caused occupational exposure.

1 123. Defendants failed to provide clear and reasonable warnings at their facilities, and  
2 other locations where such exposures would foreseeably occur to persons who could  
3 foreseeably come into contact with Flashlight through environmental mediums. As a  
4 result, Defendants caused environmental exposures.

5 124. Plaintiff is informed, believes, and thereon alleges that between December 18,  
6 2006 and the present, and continuing thereafter, Defendants knowingly and intentionally  
7 exposed their employees and California consumers and users of Flashlight, which  
8 Defendants manufactured, distributed, or sold as mentioned above, to Lead, without first  
9 providing any type of clear and reasonable warning of such to the exposed persons before  
10 the time of exposure. Defendants have distributed and sold Flashlight in California.  
11 Defendants know and intend that California consumers will use and consume Flashlight  
12 thereby exposing them to Lead. Defendants thereby violated Proposition 65.

13 125. The principal routes of exposure are through dermal contact, ingestion and  
14 inhalation. Persons sustain exposures by handling Flashlight without wearing gloves or  
15 any other personal protective equipment, or by touching bare skin or mucous membranes  
16 with gloves after handling the Flashlight, as well as hand to mouth contact (e.g., by  
17 inserting surfaces, such as hands, that have contacted Flashlight into their mouths), hand  
18 to mucous membrane, or breathing in particulate matter dispersed from Flashlight from  
19 placing and manipulating the Flashlight. or as to Defendants' employees, in the course of  
20 their employment handling, distributing, and selling Flashlight.

21 126. Plaintiff is informed, believes, and thereon alleges that each of Defendants'  
22 violations of Proposition 65 as to Flashlight have been ongoing and continuous to the  
23 date of the signing of this Complaint, as Defendants engaged and continue to engage in  
24 conduct which violates Health and Safety Code section 25249.6. including the  
25 manufacture, distribution, promotion, and sale of Flashlight, so that a separate and  
26 distinct violation of Proposition 65 occurred each and every time a person was exposed to  
27 Lead by Flashlight as mentioned herein.  
28

1 127. Plaintiff is informed, believes, and thereon alleges that each violation of  
2 Proposition 65 mentioned herein is ever continuing. Plaintiff further alleges and believes  
3 that the violations alleged herein will continue to occur into the future.

4 128. Based on the allegations herein, Defendants are liable for civil penalties of up to  
5 \$2,500.00 per day per individual exposure to Lead from Flashlight, pursuant to Health  
6 and Safety Code section 25249.7(b).

7 129. In the absence of equitable relief, California consumers, the general public, and  
8 Defendants' employees will continue to be involuntarily exposed to Lead that is  
9 contained in Flashlight, creating a substantial risk of irreparable harm. Thus, by  
10 committing the acts alleged herein, Defendants have caused irreparable harm for which  
11 there is no plain, speedy, or adequate remedy at law.

12 130. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein  
13 prior to filing this Complaint.

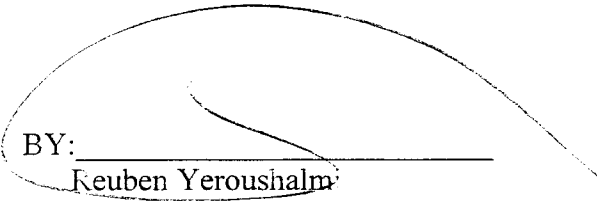
14  
15 **PRAYER FOR RELIEF**

16 Plaintiff demands against each of the Defendants as follows:

- 17 1. A permanent injunction mandating Proposition 65-compliant warnings;  
18 2. Penalties pursuant to Health and Safety Code section 25249.7, subdivision (b);  
19 3. Costs of suit;  
20 4. Reasonable attorney fees and costs; and  
21 5. Any further relief that the court may deem just and equitable.

22  
23  
24 Dated: May 4, 2010

YEROUSHALMI & ASSOCIATES

25  
26  
27 BY:   
28 Reuben Yeroushalmi



Attorneys for Plaintiff.  
Consumer Advocacy Group, Inc.

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>REUBEN YEROUSHALMI (SBN 193981)</b> <b>YEROUSHALMI &amp; ASSOCIATES</b> 3700 Wilshire Blvd., Suite 480 Los Angeles, CA 90010 TELEPHONE NO: 213-382-3183 FAX NO: 213-382-3430 ATTORNEY FOR (Name): <b>Consumer Advocacy Group, Inc.</b>		<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b> STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: <b>Consumer Advocacy Group v. Deluxe Imports, et al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER:  JUDGE:  DEPT:

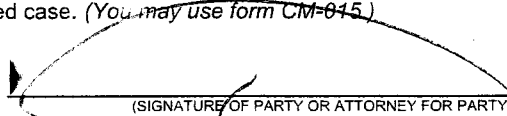
Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): One
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 4, 2010  
 Reuben Yeroushalmi  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collection case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SHORT TITLE: Consumer Advocacy Group v. 99 Cents Only Stores, et al.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL<sup>5</sup> \_\_\_\_\_  HOURS/  DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Class Actions must be filed in the County Courthouse, Central District.</li> <li>2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> </ol> |
|---|--|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/  
 Wrongful Death Tort (Cont'd.)  
 Employment  
 Contract  
 Real Property  
 Unlawful Detainer  
 Judicial Review

SHORT TITLE: Consumer Advocacy Group v. 99 Cents Only Stores, et al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Consumer Advocacy Group v. 99 Cents Only Stores, et al.	CASE NUMBER
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Judicial Review (Cont'd.)

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.

Provisionally Complex  
Litigation

Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input checked="" type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.

Enforcement  
of Judgment

Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
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Miscellaneous Civil  
Complaints

RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.

Miscellaneous Civil Petitions

Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

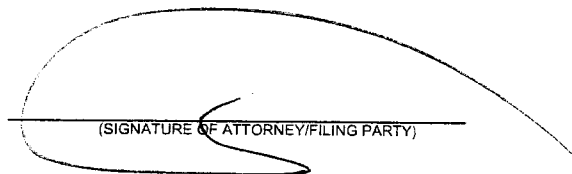
SHORT TITLE: Consumer Advocacy Group v. 99 Cents Only Stores, et al.	CASE NUMBER
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Item II. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item I., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 601 S. Fairfax Ave
CITY: Los Angeles	STATE CA	ZIP CODE: 90036

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: May 4, 2010

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**SUMMONS**  
**(CITACION JUDICIAL)**

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

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

99 CENTS ONLY STORES, a Business Entity, Form Unknown;  
DELUXE IMPORTS, a Business Entity, Form Unknown; and Does 1-50

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

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

CONSUMER ADVOCACY GROUP, INC., in the public interest

**MAY 06 2010**

**John A. Clarke, Executive Officer/Clerk**  
**By: SHAUNYA WESLEY, Deputy**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

*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.sucorte.ca.gov](http://www.sucorte.ca.gov)), 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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:  
*(El nombre y dirección de la corte es):* Stanley Mosk Courthouse  
Superior Court of California for the County of Los Angeles  
111 North Hill Street, Los Angeles, California 90012

CASE NUMBER:  
*(Número del caso)* DC 437195

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 Yeroushalmi (SBN193981), 3700 Wilshire Blvd #480, L.A., CA 90010; (213) 382-3183

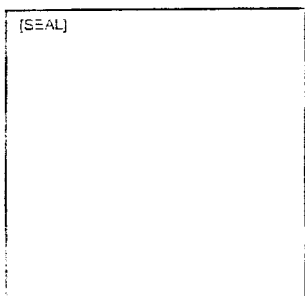
DATE: May 6, 2010  
*(Fecha)*

**MAY 06 2010**

Clerk, by  
*(Secretario)* JOHN A. CLARKE, CLERK

S. WESLEY, 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

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of *(specify)*:

3.  on behalf of *(specify)*:

- under:
- CCP 416.10 (corporation)
  - CCP 416.20 (defunct corporation)
  - CCP 416.40 (association or partnership)
  - other *(specify)*:
  - CCP 416.60 (minor)
  - CCP 416.70 (conservatee)
  - CCP 416.90 (authorized person)

4.  by personal delivery on *(date)*: