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KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: S. Hendryx, Deputy

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF MARIN
11 UNLIMITED CIVIL JURISDICTION

12 JOHN MOORE,

13 Plaintiff,

14 v.

15 BELL SPORTS, INC.; BELL SPORTS CORP.;
16 CAP BARBELL, INC.; CENTURY, LLC; CHI
HSIN IMPLEX, INC.; EASTON-BELL
17 SPORTS, INC.; GAIAM, INC.; GOFIT, L.L.C.;
ICON HEALTH & FITNESS, INC.;
18 MCCRANE, INC.; MOHAWK INDUSTRIES,
INC.; NATCO PRODUCTS CORPORATION;
19 RCR INTERNATIONAL INC.; SAP
ACQUISITION COMPANY, LLC; SPRI
20 PRODUCTS, INC.; SUPERIOR AMERICAN
PLASTICS, INC.; TARGET CORPORATION;
21 THE SPORTS AUTHORITY, INC.; TKO
SPORTS GROUP USA LIMITED; WAL-
22 MART STORES, INC.; W.J. DENNIS &
COMPANY; and DOES 1-150, inclusive,

23 Defendants.
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Case No. CIV1002842

**FIRST AMENDED COMPLAINT FOR
CIVIL PENALTIES AND INJUNCTIVE
RELIEF**

(Cal. Health & Safety Code § 25249.6 et seq.)

1 NATURE OF THE ACTION

2 1. This Complaint is a representative action brought by plaintiff JOHN MOORE, in
3 the public interest of the citizens of the State of California, to enforce the People’s right to be
4 informed of the presence of di(2-ethylhexyl)phthalate (“DEHP”), a toxic chemical found in vinyl
5 flooring, exercise/fitness mats, exercise balls, and weighted fitness/medicine balls sold in
6 California.

7 2. By this Complaint, plaintiff seeks to remedy defendants’ continuing failures to
8 warn California citizens about their exposure to DEHP, present in or on certain vinyl flooring,
9 exercise/fitness mats, exercise balls, and weighted fitness/medicine balls that defendants
10 manufacture, import, distribute and/or offer for sale to consumers throughout the State of
11 California.

12 3. High levels of DEHP are commonly found in and on the vinyl flooring,
13 exercise/fitness mats, exercise balls, and weighted fitness/medicine balls that defendants
14 manufacture, import, distribute and/or offer for sale to consumers throughout the State of
15 California.

16 4. Under California’s Safe Drinking Water and Toxic Enforcement Act of 1986,
17 California Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”), “No person in the course
18 of doing business shall knowingly and intentionally expose any individual to a chemical known
19 to the state to cause cancer or reproductive toxicity without first giving clear and reasonable
20 warning to such individual. . . .” (*Cal. Health & Safety Code § 25249.6.*)

21 5. On October 23, 2003, California identified and listed DEHP as a chemical known
22 to cause birth defects and other reproductive harm. DEHP became subject to the warning
23 requirement one year later and was, therefore, subject to the “clear and reasonable warning”
24 requirements of Proposition 65, beginning on October 23, 2004. (*27 CCR § 27001 (c); Cal.*
25 *Health & Safety Code § 25249.8.*)

26 6. DEHP shall be referred to hereinafter as the “Listed Chemical.”

27 7. Defendants manufacture, import, distribute, and/or sell vinyl flooring,
28 exercise/fitness mats, exercise balls, and weighted fitness/medicine balls containing the Listed

1 Chemical as follows:

2 a. Defendants BELL SPORTS, INC., BELL SPORTS CORP.,
3 EASTON-BELL SPORTS, INC., and TARGET CORPORATION manufacture,
4 import, distribute, and/or sell exercise/fitness mats containing the Listed Chemical
5 including, but not limited to, *Embark Folding Vinyl Mat*, #082 02 0265,
6 *ID109483-0265-RP* (#0 35011 90124 4);

7 b. Defendant CAP BARBELL, INC. manufactures, imports,
8 distributes, and/or sells exercise/fitness mats containing the Listed Chemical
9 including, but not limited to, *Cap Fitness Premium Folding Mat*, MT-9362 (#7
10 *02556 04315 8*);

11 c. Defendant CENTURY, LLC manufactures, imports, distributes,
12 and/or sells weighted fitness/medicine balls containing the Listed Chemical
13 including, but not limited to, *Century Medicine Ball*, #2484-6/8/10 (#0 14215
14 *26340 2*);

15 d. Defendant CHI HSIN IMPLEX, INC. manufactures, imports,
16 distributes, and/or sells exercise/fitness mats containing the Listed Chemical
17 including, but not limited to, *Marcy Classic Connecting Mat*, MAT 28 (#0 96362
18 *98880 3*);

19 e. Defendant GOFIT, L.L.C. manufactures, imports, distributes,
20 and/or sells exercise/fitness mats containing the Listed Chemical including, but
21 not limited to, *GoFit.net Aerobic Mat*, #GF-AM6 (#6 87339 30200 7);

22 f. Defendants GAIAM, INC. and SPRI PRODUCTS, INC.
23 manufacture, import, distribute, and/or sell exercise/fitness mats containing the
24 Listed Chemical including, but not limited to, *SPRI Folding Mat*, TFM-1R (#7
25 *59026 46197 4*);

26 g. Defendants ICON HEALTH & FITNESS, INC. and TARGET
27 CORPORATION manufacture, import, distribute, and/or sell exercise balls
28 containing the Listed Chemical including, but not limited to, *Reebok Anti-Burst*

1 *StayBall, #RSB5508 (#0 74345 85016 3);*

2 *h.* Defendant MCCRANE, INC. manufactures, imports, distributes,
3 and/or sells exercise/fitness mats containing the Listed Chemical including, but
4 not limited to, *Harbinger 3-Part Folding Mat (#0 00751 50500 7);*

5 *i.* Defendants MOHAWK INDUSTRIES, INC. and WAL-MART
6 STORES, INC. manufacture, import, distribute, and/or sell vinyl flooring
7 containing the Listed Chemical including, but not limited to, *Mainstays Vinyl*
8 *Runner, MS011-003-13-19 Clear (#0 860923 24094 3);*

9 *j.* Defendant NATCO PRODUCT CORPORATION manufactures,
10 imports, distributes, and/or sells vinyl flooring containing the Listed Chemical
11 including, but not limited to, *The Gold Label Collection Vinyl (#0 38698 00136*
12 *8);*

13 *k.* Defendants SAP ACQUISITION COMPANY, LLC and
14 SUPERIOR AMERICAN PLASTICS, INC. manufacture, import, distribute,
15 and/or sell vinyl flooring containing the Listed Chemical including, but not
16 limited to, *Vinyl Runner (#0 46696 35280 1);*

17 *l.* Defendant THE SPORTS AUTHORITY, INC. manufactures,
18 imports, distributes, and/or sells exercise/fitness mats containing the LISTED
19 CHEMICAL including, but not limited to, *Body Fit by Sports Authority Gym Mat,*
20 *SKU 24998266, Style #MG26 (#6 942259 00120 0);*

21 *m.* Defendant TKO SPORTS GROUP USA LIMITED manufactures,
22 imports, distributes, and/or sells exercise/fitness mats containing the Listed
23 Chemical including, but not limited to, *TKO Exercise Mat, Model 513-26 (#7*
24 *08650 00092 9);* and

25 *n.* Defendants W.J. DENNIS & COMPANY and RCR
26 INTERNATIONAL INC. manufacture, import, distribute, and/or sell vinyl
27 flooring containing the Listed Chemical including, but not limited to, *Crystal*
28 *Clear Vinyl Carpet Protector, VPCLP06 (#0 59494 00713 2).*

1 16. Defendant BELL CORP. manufactures, imports, distributes, and/or offers the
2 PRODUCTS for sale or use in the State of California or implies by its conduct that it
3 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
4 California.

5 17. Defendant CAP BARBELL, INC. ("CAP") is a person doing business within the
6 meaning of California Health & Safety Code § 25249.11.

7 18. Defendant CAP manufactures, imports, distributes, and/or offers the PRODUCTS
8 for sale or use in the State of California or implies by its conduct that it manufactures, imports,
9 distributes, and/or offers the PRODUCTS for sale or use in the State of California.

10 19. Defendant CENTURY, LLC ("CENTURY") is a person doing business within the
11 meaning of California Health & Safety Code § 25249.11.

12 20. Defendant CENTURY manufactures, imports, distributes, and/or offers the
13 PRODUCTS for sale or use in the State of California or implies by its conduct that it
14 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
15 California.

16 21. Defendant CHI HSIN IMPLEX, INC. ("CHI HSIN") is a person doing business
17 within the meaning of California Health & Safety Code § 25249.11.

18 22. Defendant CHI HSIN manufactures, imports, distributes, and/or offers the
19 PRODUCTS for sale or use in the State of California or implies by its conduct that it
20 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
21 California.

22 23. Defendant EASTON-BELL SPORTS, INC. ("EASTON") is a person doing
23 business within the meaning of California Health & Safety Code § 25249.11.

24 24. Defendant EASTON manufactures, imports, distributes, and/or offers the
25 PRODUCTS for sale or use in the State of California or implies by its conduct that it
26 manufactures, distributes, imports, and/or offers the PRODUCTS for sale or use in the State of
27 California.

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1 25. Defendant GAIAM, INC. (“GAIAM”) is a person doing business within the
2 meaning of California Health & Safety Code § 25249.11.

3 26. Defendant GAIAM manufactures, imports, distributes, and/or offers the
4 PRODUCTS for sale or use in the State of California or implies by its conduct that it
5 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
6 California.

7 27. Defendant GOFIT, L.L.C. (“GOFIT”) is a person doing business within the
8 meaning of California Health & Safety Code § 25249.11.

9 28. Defendant GOFIT manufactures, imports, distributes, and/or offers the
10 PRODUCTS for sale or use in the State of California or implies by its conduct that it
11 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
12 California.

13 29. Defendant ICON HEALTH & FITNESS, INC. (“ICON”) is a person doing
14 business within the meaning of California Health & Safety Code § 25249.11.

15 30. Defendant ICON manufactures, imports, distributes, and/or offers the PRODUCTS
16 for sale or use in the State of California or implies by its conduct that it manufactures, imports,
17 distributes, and/or offers the PRODUCTS for sale or use in the State of California.

18 31. Defendant MCCRANE, INC. (“MCCRANE”) is a person doing business within
19 the meaning of California Health & Safety Code § 25249.11.

20 32. Defendant MCCRANE manufactures, imports, distributes, and/or offers the
21 PRODUCTS for sale or use in the State of California or implies by its conduct that it
22 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
23 California.

24 33. Defendant MOHAWK INDUSTRIES, INC. (“MOHAWK”) is a person doing
25 business within the meaning of California Health & Safety Code § 25249.11.

26 34. Defendant MOHAWK manufactures, imports, distributes, and/or offers the
27 PRODUCTS for sale or use in the State of California or implies by its conduct that it
28 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of

1 California.

2 35. Defendant NATCO PRODUCTS CORPORATION (“NATCO”) is a person doing
3 business within the meaning of California Health & Safety Code § 25249.11.

4 36. Defendant NATCO manufactures, imports, distributes, and/or offers the
5 PRODUCTS for sale or use in the State of California or implies by its conduct that it
6 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
7 California.

8 37. Defendant W.J. DENNIS & COMPANY (“W.J. DENNIS”) is a person doing
9 business within the meaning of California Health & Safety Code § 25249.11.

10 38. Defendant W.J. DENNIS manufactures, imports, distributes, and/or offers the
11 PRODUCTS for sale or use in the State of California or implies by its conduct that it
12 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
13 California.

14 39. Defendant RCR INTERNATIONAL INC. (“RCR”) is a person doing business
15 within the meaning of California Health & Safety Code § 25249.11.

16 40. Defendant RCR manufactures, imports, distributes, and/or offers the PRODUCTS
17 for sale or use in the State of California or implies by its conduct that it manufactures, imports,
18 distributes, and/or offers the PRODUCTS for sale or use in the State of California.

19 41. Defendant SAP ACQUISITION COMPANY LLC (“SAP”) is a person doing
20 business within the meaning of California Health & Safety Code § 25249.11.

21 42. Defendant SAP manufactures, imports, distributes, and/or offers the PRODUCTS
22 for sale or use in the State of California or implies by its conduct that it manufactures, imports,
23 distributes, and/or offers the PRODUCTS for sale or use in the State of California.

24 43. Defendant SPRI PRODUCTS, INC. (“SPRI”) is a person doing business within the
25 meaning of California Health & Safety Code § 25249.11.

26 44. Defendant SPRI manufactures, imports, distributes, and/or offers the PRODUCTS
27 for sale or use in the State of California or implies by its conduct that it manufactures, imports,
28 distributes, and/or offers the PRODUCTS for sale or use in the State of California.

1 45. Defendant SUPERIOR AMERICAN PLASTICS, INC. (“SUPERIOR
2 PLASTICS”) is a person doing business within the meaning of California Health & Safety Code
3 § 25249.11.

4 46. Defendant SUPERIOR PLASTICS manufactures, imports, distributes, and/or
5 offers the PRODUCTS for sale or use in the State of California or implies by its conduct that it
6 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
7 California.

8 47. Defendant TARGET CORPORATION (“TARGET”) is a person doing business
9 within the meaning of California Health & Safety Code § 25249.11.

10 48. Defendant TARGET manufactures, imports, distributes, and/or offers the
11 PRODUCTS for sale or use in the State of California or implies by its conduct that it
12 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
13 California.

14 49. Defendant THE SPORTS AUTHORITY, INC. (“SPORTS AUTHORITY”) is a
15 person doing business within the meaning of California Health & Safety Code § 25249.11.

16 50. Defendant SPORTS AUTHORITY manufactures, imports, distributes, and/or
17 offers the PRODUCTS for sale or use in the State of California or implies by its conduct that it
18 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
19 California.

20 51. Defendant TKO SPORTS GROUP USA LIMITED (“TKO SPORTS”) is a person
21 doing business within the meaning of California Health & Safety Code § 25249.11.

22 52. Defendant TKO SPORTS manufactures, imports, distributes, and/or offers the
23 PRODUCTS for sale or use in the State of California or implies by its conduct that it
24 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
25 California.

26 53. Defendant WAL-MART STORES, INC. (“WAL-MART”) is a person doing
27 business within the meaning of California Health & Safety Code § 25249.11.

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1 54. Defendant WAL-MART manufactures, imports, distributes, and/or offers the
2 PRODUCTS for sale or use in the State of California or implies by its conduct that it
3 manufactures, imports, distributes, and/or offers the PRODUCTS for sale or use in the State of
4 California.

5 55. Defendants DOES 1-50 (“MANUFACTURER DEFENDANTS”) are each persons
6 doing business within the meaning of California Health & Safety Code § 25249.11.

7 56. MANUFACTURER DEFENDANTS engage in the process of research, testing,
8 designing, assembling, fabricating and/or manufacturing, or imply by their conduct that they
9 engage in the process of research, testing, designing, assembling, fabricating and/or
10 manufacturing, e.g. by engaging in private labeling one or more of the PRODUCTS for sale or
11 use in the State of California.

12 57. Defendants DOES 51-100 (“DISTRIBUTOR DEFENDANTS”) are each persons
13 doing business within the meaning of California Health & Safety Code § 25249.11.

14 58. DISTRIBUTOR DEFENDANTS distribute, exchange, transfer, process and/or
15 transport one or more of the PRODUCTS to individuals, businesses or retailers for sale or use in
16 the State of California.

17 59. Defendants DOES 101-150 (“RETAIL DEFENDANTS”) are each persons doing
18 business within the meaning of California Health & Safety Code § 25249.11.

19 60. RETAIL DEFENDANTS offer the PRODUCTS for sale to individuals in the State
20 of California and, in some circumstances, may also be manufacturers and/or distributors.

21 61. At this time, the true names of Defendants DOES 1 through 150, inclusive, are
22 unknown to plaintiff, who therefore sues said defendants by their fictitious name pursuant to
23 Code of Civil Procedure § 474. Plaintiff is informed and believes, and on that basis alleges, that
24 each of the fictitiously named defendants is responsible for the acts and occurrences herein
25 alleged. When ascertained, their true names shall be reflected in an amended complaint.

26 62. BELL SPORTS, BELL CORP., CAP, CENTURY, CHI HSIN, EASTON,
27 GAIAM, GOFIT, ICON, MCCRANE, MOHAWK, NATCO, W.J. DENNIS, RCR, SAP, SPRI,
28 SUPERIOR PLASTICS, SPORTS AUTHORITY, TARGET, TKO SPORTS, WAL-MART,

1 MANUFACTURER DEFENDANTS, DISTRIBUTOR DEFENDANTS, and RETAIL
2 DEFENDANTS shall, where appropriate, collectively be referred to hereinafter as
3 “DEFENDANTS.”

4 **VENUE AND JURISDICTION**

5 63. Venue is proper in the Marin County Superior Court, pursuant to Code of Civil
6 Procedure §§ 394, 395, 395.5, because this Court is a court of competent jurisdiction, because
7 one or more instances of wrongful conduct occurred, and continues to occur, in the County of
8 Marin and/or because DEFENDANTS conducted, and continue to conduct, business in this
9 County with respect to the PRODUCTS.

10 64. The California Superior Court has jurisdiction over this action pursuant to
11 California Constitution Article VI, § 10, which grants the Superior Court “original jurisdiction in
12 all causes except those given by statute to other trial courts.” The statute under which this action
13 is brought does not specify any other basis of subject matter jurisdiction.

14 65. The California Superior Court has jurisdiction over DEFENDANTS based on
15 plaintiff’s information and good faith belief that each defendant is a person, firm, corporation or
16 association that either are citizens of the State of California, have sufficient minimum contacts in
17 the State of California, or otherwise purposefully avail themselves of the California market.
18 DEFENDANTS’ purposeful availment renders the exercise of personal jurisdiction by California
19 courts consistent with traditional notions of fair play and substantial justice.

20 **FIRST CAUSE OF ACTION**

21 **(Violation of Proposition 65 - Against All Defendants)**

22 66. Plaintiff realleges and incorporates by reference, as if fully set forth herein,
23 Paragraphs 1 through 65, inclusive.

24 67. The citizens of the State of California have expressly stated in the Safe Drinking
25 Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5, *et seq.*
26 (“Proposition 65”) that they must be informed “about exposures to chemicals that cause cancer,
27 birth defects and other reproductive harm.” (*Cal. Health & Safety Code § 25249.6.*)

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1 68. Proposition 65 states, “[n]o person in the course of doing business shall knowingly
2 and intentionally expose any individual to a chemical known to the state to cause cancer or
3 reproductive toxicity without first giving clear and reasonable warning to such individual....”

4 (*Id.*)

5 69. On or about February 12, 2010, a sixty-day notice of violation, together with the
6 requisite certificate of merit, was provided to SPORTS AUTHORITY and various public
7 enforcement agencies stating that as a result of the DEFENDANTS’ sales of the PRODUCTS,
8 purchasers and users in the State of California were being exposed to DEHP resulting from the
9 reasonably foreseeable uses of the PRODUCTS, without the individual purchasers and users first
10 having been provided with a “clear and reasonable warning” regarding such toxic exposures.

11 70. On or about March 19, 2010, a sixty-day notice of violation, together with the
12 requisite certificate of merit, was provided to BELL SPORTS, BELL CORP., CENTURY,
13 EASTON, GAIAM, ICON, NATCO, SPRI, TARGET, TKO SPORTS and various public
14 enforcement agencies stating that as a result of the DEFENDANTS’ sales of the PRODUCTS,
15 purchasers and users in the State of California were being exposed to DEHP resulting from the
16 reasonably foreseeable uses of the PRODUCTS, without the individual purchasers and users first
17 having been provided with a “clear and reasonable warning” regarding such toxic exposures.

18 71. On or about April 9, 2010, a sixty-day notice of violation, together with the
19 requisite certificate of merit, was provided to CAP, CHI HSIN, GOFIT, MCCRANE,
20 MOHAWK, W.J. DENNIS, RCR, SAP, SUPERIOR PLASTICS, WAL-MART and various
21 public enforcement agencies stating that as a result of the DEFENDANTS’ sales of the
22 PRODUCTS, purchasers and users in the State of California were being exposed to DEHP
23 resulting from the reasonably foreseeable uses of the PRODUCTS, without the individual
24 purchasers and users first having been provided with a “clear and reasonable warning” regarding
25 such toxic exposures.

26 72. DEFENDANTS have engaged in the manufacture, importation, distribution and/or
27 offering of the PRODUCTS for sale or use in violation of California Health & Safety Code §
28 25249.6 and DEFENDANTS’ manufacture, importation, distribution and/or offering of the

1 PRODUCTS for sale or use in violation of California Health & Safety Code § 25249.6 has
2 continued to occur beyond DEFENDANTS' receipt of plaintiff's sixty-day notices of violation.
3 Plaintiff further alleges and believes that such violations will continue to occur into the future.

4 73. After receipt of the claims asserted in the February 12, 2010, March 19, 2010, and
5 April 9, 2010 sixty-day notices of violation, the appropriate public enforcement agencies have
6 failed to commence and diligently prosecute a cause of action against DEFENDANTS under
7 Proposition 65.

8 74. The PRODUCTS manufactured, imported, distributed, and/or offered for sale or
9 use in California by DEFENDANTS contained the Listed Chemical above the allowable state
10 limits.

11 75. DEFENDANTS knew or should have known that the PRODUCTS manufactured,
12 imported, distributed, and/or offered for sale or use by DEFENDANTS in California contained
13 the Listed Chemical.

14 76. The Listed Chemical was present in or on the PRODUCTS in such a way as to
15 expose individuals to the Listed Chemical through dermal contact, ingestion and/or inhalation
16 during the reasonably foreseeable use of the PRODUCTS.

17 77. The normal and reasonably foreseeable use of the PRODUCTS has caused and
18 continues to cause consumer and workplace exposures to the Listed Chemical, as such exposure
19 is defined by 27 California Code of Regulations ("CCR") § 25602(b).

20 78. DEFENDANTS had knowledge that the normal and reasonably foreseeable use of
21 the PRODUCTS would expose individuals to the Listed Chemical through dermal contact,
22 ingestion and/or inhalation.

23 79. DEFENDANTS intended that such exposures to the Listed Chemical from the
24 reasonably foreseeable use of the PRODUCTS would occur by their deliberate, non-accidental
25 participation in the manufacture, importation, distribution and/or offer for sale or use of
26 PRODUCTS to individuals in the State of California.

27 80. DEFENDANTS failed to provide a "clear and reasonable warning" to those
28 consumers and/or other individuals in the State of California who were or who could become

1 exposed to the Listed Chemical through dermal contact, ingestion, and/or inhalation during the
2 reasonably foreseeable use of the PRODUCTS.

3 81. Contrary to the express policy and statutory prohibition of Proposition 65, enacted
4 directly by California voters, individuals exposed to the Listed Chemical through dermal contact
5 ingestion, and/or inhalation resulting from the reasonably foreseeable use of the PRODUCTS,
6 sold by DEFENDANTS without a “clear and reasonable warning,” have suffered, and continue
7 to suffer; irreparable harm, for which harm they have no plain, speedy or adequate remedy at
8 law.

9 82. As a consequence of the above-described acts, DEFENDANTS are each liable for
10 a maximum civil penalty of \$2,500 per day for each violation pursuant to California Health &
11 Safety Code § 25249.7(b).

12 83. As a consequence of the above-described acts, California Health & Safety Code
13 § 25249.7(a) also specifically authorizes the Court to grant injunctive relief against
14 DEFENDANTS.

15 **PRAYER FOR RELIEF**

16 Wherefore, plaintiff prays for judgment against DEFENDANTS as follows:

17 1. That the Court, pursuant to California Health & Safety Code § 25249.7(b), assess
18 civil penalties against DEFENDANTS in the amount of \$2,500 per day for each violation alleged
19 herein;

20 2. That the Court, pursuant to California Health & Safety Code § 25249.7(a),
21 preliminarily and permanently enjoin DEFENDANTS from manufacturing, importing,
22 distributing, and/or offering the PRODUCTS for sale or use in California, without providing
23 “clear and reasonable warnings” as defined by 27 CCR § 25601, as to the harms associated with
24 exposures to the Listed Chemical;

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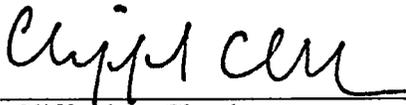
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- 3. That the Court grant plaintiff his reasonable attorneys' fees and costs of suit; and
- 4. That the Court grant such other and further relief as may be just and proper.

Dated: July 2, 2010

Respectfully Submitted,

THE CHANLER GROUP

By: 
Clifford A. Chanler
Attorneys for Plaintiff
JOHN MOORE