

**SUMMONS
(CITACION JUDICIAL)**

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

LUCKY STORES, INCORPORATED

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

TRENT JASON

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

ENDORSED-FILED

NOV - 3 2010

CLERK OF MENDOCINO COUNTY
SUPERIOR COURT OF CALIFORNIA

KAREN CRUTCHER

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), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **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), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

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

SUPERIOR COURT OF CALIFORNIA - MENDOCINO COUNTY
100 NORTH STATE STREET, ROOM 107, UKIAH CA 95482

SCUK

CASE NUMBER:
(Número del Caso): **1057222**

SCUK CVG

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):
TRENT JASON (PLAINTIFF, IN PRO PER), P O BOX 981, LAYTONVILLE, CA 95454-0981

DATE: **NOV - 3 2010**
(Fecha)

Clerk, by **CARYN A. DOWNING** Deputy
(Secretario) **KAREN CRUTCHER** (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 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date): **AUGUST** _____, 2010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
TRENT JASON
P O BOX 981
LAYTONVILLE
CA 95454-0981
TELEPHONE NO.: (707) 984-6570 FAX NO.:
ATTORNEY FOR (Name): Plaintiff, in pro per

FOR COURT USE ONLY
ENDORSED-FILED
NOV - 3 2010
CLERK OF MENDOCINO COUNTY
SUPERIOR COURT
KAREN CRUTCHER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO
STREET ADDRESS: 100 NORTH STATE STREET
MAILING ADDRESS: 100 NORTH STATE STREET ROOM 107
CITY AND ZIP CODE: UKIAH CA 95482
BRANCH NAME: UKIAH

CASE NAME:
TRENT JASON VERSUS LUCKY STORES, INCORPORATED

CIVIL CASE COVER SHEET
 Unlimited
(Amount demanded exceeds \$25,000)
 Limited
(Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
SCUR CVG 1057222
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:
- | | | |
|--|---|---|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <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) <p>Non-PI/PD/WD (Other) Tort</p> <input checked="" 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 type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <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) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|

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 | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | 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 |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | 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): **PENALTIES AND INJUNCTIVE RELIEF**
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: **Nov. 03, 2010**
TRENT JASON, IN PRO PER
(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 collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ENDORSED-FILED

NOV - 3 2010

CLERK OF MENDOCINO COUNTY
SUPERIOR COURT OF CALIFORNIA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO

KAREN CRUTCHER

TRENT JASON

Plaintiff/Petitioner(s)

Case No. SC-UK-CV-G -10-0057222-000

VS.

**NOTICE OF CASE MANAGEMENT
CONFERENCE**

LUCKY STORES

Defendant/Respondent(s)

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD.

Notice is given that a Case Management Conference has been scheduled as follows:

Date: April 15, 2011

Time: 2:00 P.M.

Department: G

Location: Ukiah Superior Court

100 North State Street; Ukiah, CA 95482

The court will make every effort to ensure that this matter is brought to trial or otherwise disposed of within one year. **All parties must comply with the California Rules of Court.** The court will strictly monitor compliance and **will impose monetary penalties** and may dismiss a complaint or cross-complaint for repeated failures to comply.

1. You must:
 - a. **Serve** all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (CRC 3.110(b));
 - b. **Give notice** of this conference to any party not included in this notice and file proof of service;
 - c. **Meet and confer**, in person or by telephone, to consider each of the issues identified in CRC 3.724 no later than 30 calendar days before the date set for the Case Management Conference;
 - d. **File and serve** a completed Case Management Conference Statement (use of Judicial Council Form CM 110 is **mandatory**) at least 15 days before the Case Management Conference (CRC 3.725).
2. You are further ordered to appear in person at the Case Management Conference noticed above. You must be thoroughly familiar with the case and fully authorized to proceed. Telephonic appearances at Case Management Conference may be available, pursuant to Local Rule 11.1.
3. Each party must file a statement before the trial date indicating whether the party requests the presence of an official court reporter. Proceedings of less than one hour in duration will be reported without cost to any party.

Copy given to Cross-complainant

Caryn A. Downing
Interim Court Executive Officer

KAREN CRUTCHER

By: #####ENTPRI, Deputy Clerk

NOV - 3 2010

Dated: _____

COURTESY COPY PROVIDED TO PRESIDING JUDGE
LOCAL RULES OF COURT STRICTLY ENFORCED

1 TRENT JASON
Private Litigator, in pro per
2 P O BOX 981
LAYTONVILLE
3 CA 95454-0981
(707) 984-6570
4 trentjason@pacific.net

ENDORSED-FILED

NOV - 3 2010

CLERK OF MENDOCINO COUNTY
SUPERIOR COURT OF CALIFORNIA
KAREN CRITCHER

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF MENDOCINO

UKIAH MAIN BRANCH, 100 NORTH STATE STREET, ROOM 107, UKIAH, CALIFORNIA 95482

9)
10) TRENT JASON,
11) Plaintiff,
12) versus
13) LUCKY STORES, INCORPORATED,
14) Defendant.
15)

SCUK _____ '1057222
UNLIMITED MATTER
CASE NUMBER SCUK CVG-
COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES
(California Health and Safety Code, sections
25118, 25249.5, 25249.6, 25249.7, 25249.11, and
California Code of Civil Procedure, section 1021.5)
California State Attorney General's Number 2010-00284

16 Plaintiff TRENT JASON alleges as follows:

- 17 1. This Complaint seeks civil penalties and an injunction to remedy the continuing failure of Defendant Lucky
18 Stores, Incorporated, hereinafter identified as "Defendant," to give clear and reasonable warnings to those
19 residents of California who handle and consume farmed salmon, of which ingestion of this product causes those
20 residents to be exposed to polychlorinated biphenyls, hereinafter, collectively identified as "PCBs."
21 2. PCBs are known to the State of California to cause cancer and birth defects.
22 3. Defendant's products cause exposure to PCBs, which are chemicals known to the State of California to
23 cause cancer, birth defects and other reproductive harm.
24 4. Defendant is a business that distributes and/or markets, and sells farmed salmon.
25 5. When the farmed salmon which was sold by Defendant is ingested in its normally intended manner, it
26 exposed people to PCBs. Defendant continues to sell this PCB contaminated product to consumers.

1 6. In spite of knowing that residents of California were, and are, being exposed to PCBs when they ingested
2 farmed salmon, Defendant did not, and still does not, provide clear and reasonable warnings that their products
3 cause exposure to chemicals known to cause cancer, birth defects and other reproductive harm.

4 7. The California Safe Drinking Water and Toxic Enforcement Act of 1986 (, hereinafter identified as
5 "Proposition 65"), requires a company to provide warnings to consumers and employees if a product exposes
6 them to a chemical known to cause cancer or reproductive harm. The Office of Environmental and Hazard
7 Assessment (hereinafter known as "OEHHA") establishes maximum daily exposure levels for certain listed
8 chemicals known to cause cancer or reproductive harm. A company must provide a warning to consumers and/or
9 employees if a product exposes then to a chemical in excess of the maximum daily exposure level. A Proposition
10 65 warning notice is a notice that warns the California consumer to any one of the hundreds of chemicals that are
11 "known by the State of California" to cause cancer and/or birth defects.

12 8. Proposition 65 requires the California governor to list chemicals that are known to the State of California
13 to cause cancer, birth defects, or other reproductive harm. This list is updated at least once a year. Hundreds of
14 chemicals have been listed. Under Proposition 65, companies that produce, use, release, or otherwise engage in
15 activities involving those chemicals must warn a person before "knowingly and intentionally" exposing that person
16 to a listed chemical. The warning must be "clear and reasonable." The warning must clearly make known that the
17 chemical involved is known to cause cancer or birth defects or other reproductive harm, and it must be given in
18 such a way that it will effectively reach the person before he or she is exposed. Examples of warnings can be found
19 in the myriad consent decrees issued in the last quarter of a century.

20 9. Most salmon sold today is not wild. It is farmed. Farmed salmon are grown in floating net-cages and
21 impact wild salmon and other marine species by spreading disease and parasites.

22 10. Farmed salmon are given antibiotics that are also used to treat human illness. This contributes to the
23 dangerous increase of antibiotic-resistant disease worldwide. Farmed salmon receive more antibiotics by weight
24 than any other livestock. Farm salmon contain higher levels of unhealthy saturated fats and lower levels of
25 beneficial omega-3 fatty acids. A United States Agricultural Department study found farmed Atlantic salmon
26 contain seventy percent more fat than wild salmon because of the high fat content in their feed. Farmed salmon

1 contain two hundred percent more fat than wild Pacific pink or chum salmon, as per a 1999 World Health
2 Organization report.

3 11. Farmed salmon are also administered chemical dyes to color their flesh an appealing salmon pink color.
4 Without these dyes, the flesh would be grey colored.

5 12. Disease is spread by farmed salmon to wild salmon by farmed salmon escaping into the wild; wild fish
6 swimming near salmon farms; the flushing of salmon farm sewage into the marine environment; and, the flushing
7 of fish processing plant effluent into the marine environment.

8 13. Compared to natural conditions, salmon farming sets up an artificial environment in which fish are more
9 stressed in the wild. Densities of farmed salmon are typically from two to five adult salmon per cubic meter. This
10 year-round high density increases the stress above natural levels. When stressed, the fish produce certain
11 hormones which have been shown to suppress the farmed salmon's immune system, as per a 1991 report in
12 Barton. This provides a mechanism for rapid disease transmission once some farmed salmon become ill. Fish
13 sewage under the farmed salmon introduces other conditions which amplify pathogen populations, increasing
14 the risk of disease outbreaks. This sewage consists mainly of fish feces and uneaten food, and also contains
15 disease pathogens and drugs used by fish farmers when disease outbreaks occur. Decomposing sewage can
16 release large quantities of hydrogen sulfide and ammonia, which poison the fish.

17 14. Infectious salmon anemia ("ISA") is a contagious viral disease, first detected on Norway salmon farms in
18 1984. The virus is of a type that is known to be capable of frequently mutating (AFS 1999). There is no known cure
19 for ISA, which in salmon can cause hemorrhages in the kidney and spleen, leading to anemia and death. The rapid
20 spread of ISA, and its transmission from farmed to wild salmon can occur through contact with infected fish or with
21 water contaminated with particles shed by infected fish (AFS 1999). Since the blood and viscera of infected fish
22 are also very contagious, fish processing plant effluent can carry the disease.

23 15. High fish densities found in farmed salmon marine environments result in higher sea lice population
24 densities than normally found. Researchers in Norway have found that wild salmon found in areas where there is
25 fish farming have ten times the level of sea lice infestation that wild salmon have in areas where no such farming
26 occurs.

1 16. Defendant knows that its farmed fish are artificially colored, but Defendant's employees falsely
2 represented in writing in the prepared purchase document attached to that the product's wrapping at the time
3 the product is weighed, with a representation of "natural color added." This was provided in the receipt Plaintiff
4 obtained, which was attached to the product representing "Lucky Gen. Office Modesto, CA 95350 - FRESH
5 ATLANTIC SALMON STEAK **FARM RAISED, NATURAL COLOR ADDED.**" On the receipt it provides a warning notice
6 "SOME FOOD PRODUCTS MAY CONTAIN BACTERIA THAT COULD RESULT IN ILLNESS" Defendant's products
7 contain artificial color, not natural color. A separate complaint, still to be filed, will address this fraud.

8 17. California Health and Safety Code, section 110545 represents, "Any food is adulterated if it bears or
9 contains any poisonous or deleterious substance that may render it injurious to health of man or any other animal
10 that may consume it. Defendant's product maintains PCBs. PCBs have been determined to be poisonous and a
11 deleterious substance. Deleterious means that it is "harmful," often in a subtle or unexpected way, which renders
12 it injurious to health or man or any other animal that my consume Defendant's farmed salmon product. PCBs
13 which bioaccumulate and are bound to sediments are the most carcinogenic PCB mixtures. As a result, people
14 who ingest PCB-contaminated fish or other animal products and contact PCB-contaminated sediment may be
15 exposed to PCB mixtures that are even more toxic than the PCB mixtures concentrated by workers and released
16 into the environment.

17 18. Safe harbor levels may be based on risk assessments conducted outside OEHHA, as provided for in Title
18 22 of California Code of Regulations, section 12705(b), 12705 (c), and 12805. In some cases, these risk
19 assessments which are conducted outside of OEHHA can expedite safe harbor development. The January, 2005,
20 document by OEHHA provides the status of the development and adoption of intakes levels calculated for all
21 chemicals on the Proposition 65 list. In units of micrograms per day, shown as "ug/day," "Part A" of this 21 page
22 document, it reports the "no significant risk levels" also known as "NSLRs" adopted in regulation for carcinogens,
23 pursuant to Title 22 of the California Code of Regulations, at sections 12705 and 12709. These levels are intended
24 to provide "safe harbors" for persons subject to the Act, and do not preclude the use of alternative levels that can
25 be demonstrated by their users as being scientifically valid. At page 7 of this document, from the top of the page,
26 the 16th chemical is shown as follows:

1	Carcinogen	Level	22 CCR Section
2	Polychlorinated biphenyls	0.09	12705(c)

3 19. This carcinogen contaminant has been established to be in farmed salmon well above this level, such
4 that the food product mandates that the Proposition 65 warning notice be placed, so that consumers can make an
5 informed decision as to whether or not they should eat it. The large differences between the farmed salmon and
6 the wild salmon contaminant concentrations of polychlorinated biphenyls, commonly referred to as PCBs, is a
7 function of their diet, which is caused by human participation. The scientific community's methods used to
8 develop this consumption advice for PCBs is based on the potential cancer risks and on an assumption of risk
9 additivity. Those scientific studies have proven that the consumption of farmed salmon probably will result in
10 exposure to the persistent bio-accumulative of this contaminant with the potential for an elevation in health risks.
11 The scientific community declares that while the risk benefit computation is complicated, consumption of farmed
12 salmon pose risks which detract from the beneficial effects of the farmed salmon consumption. Pursuant to Title
13 22 of the California Code of Regulations, Division 2, Part 2, Subdivision 1, Chapter 3, Article 5, "Extent of Exposure,"
14 section 12501(a)(3), **"A chemical is naturally occurring only to the extent that the chemical did not result from**
15 **any human activity. Where food contains a chemical, in part naturally occurring and in part added as a result of**
16 **known human activity, 'exposure' [occurs] as to that portion of the chemical which resulted from such human**
17 **activity."**

18 20. In fiscal year 2003, the first ever tests of farmed salmon from the United States' grocery stores shows
19 that farmed salmon are likely the most PCB-contaminated protein source in the United States food supply.

20 21. Extensive scientific research has proven that PCBs present serious health risks, which include
21 neuro-developmental risks to unborn children from material consumption of PCB-contaminated fish. An expert
22 panel of the National Academy of Sciences, in 2003, at the National Institute of Medicine, Food and Nutrition
23 Board, Committee on the Implications of Dioxin in Food Supply, as published in the National Academies Press,
24 Washington, D. C., raised concerns as to the exposure of PCBs for girls and young women in the years well before
25 pregnancy, because they are linked to brain damage and immune deficiencies for exposure in the uterus and in
26 early childhood. Six of seven major epidemiology studies conducted from 1994 to 2003 show that infants and

1 children with higher PCB exposure during development score lower on numerous measures of neurology function,
2 ranging from decreased I. Q. scores to reduced hearing sensitivity, as seen in Environmental Health Perspective,
3 2003, volume 111 (3), at pages 357 to 576, authorized by Schantz, S.L., Widholm, J.J., and Rice, D.C. As to children
4 from these two studies, the Michigan study showed higher core blood levels of PCBs were also found to have
5 lower body weight at birth and/or later in childhood. Lower birth weight is recognized as a risk factor for insulin
6 resistance or Type II diabetes, high blood pressure, and cardiovascular disease later in life. Lower birth weight
7 which is then followed by an accelerated growth rate during childhood is a significant risk factor for high blood
8 pressure, stroke, insulin resistance and glucose intolerance. Overall, the human studies show that PCBs impair the
9 immune system, making people more susceptible to chicken pox or infections like those of the inner ear and
10 respiratory tract. In three independent studies, scientists tested 37 fishmeal supplies of farmed salmon and found
11 PCB contamination in almost every sample. (See the four science reports: Jacobs, M., Ferrriao, J., Bryne C., in
12 Chemosphere, April, 2002; 47(2), at pages 183-191; and Jacobs M.N., Covaci A., Shepens P., 2002b Investigation
13 seen in Environmental Science Technology, July 2002, 1: 36 (13), at pages 2797 to 2805; and Easton, M.D., Luszniak
14 D., Von der G., in Chemosphere, February 2002, 46 (7), pages 1053-1074; and Canadian Food Inspection Agency
15 CFIA 1999 - as seen online as of July 21, 2003 at www.inspection.gc.ca/english/animal/feebt/diox.shtml.

16 22. PCBs build up in salmon twenty to thirty times the levels in their environment and their feed, as per one
17 study written by Jackson I.J., Carpenter S.R., Manchester-Nesvig J., Stow C.A., as read in Environmental Science
18 Technology, March 2001, 1:35(5), at pages 856 to 862.

19 23. PCBs collect in fat, as opposed to muscle or other organs. And because farmed salmon are intentionally
20 fattened, they are more qualified than wild salmon to be able to absorb more PCBs, making them a significant
21 health hazard risk. The United States Environmental Agency's health standards are derived to protect the public
22 from cancer risks in excess of one in one hundred thousand (1 in 100,000), which means that normal expected
23 exposures to the carcinogen would result in no more than one additional incidence of cancer per 100,000 people
24 in the population. A cancer risk analysis published by Environmental Working Group, Incorporated, established
25 that 10.4 million adults exceed this risk threshold by consuming PCB-laden farmed salmon, and that 800,000
26 adults exceed this risk level by 10-fold.

1 24. The United States Environmental Protection Agency considers PCBs to be "probable" human
2 carcinogens. PCB levels in farmed salmon would have to drop about seventy-five to ninety percent, which is at
3 levels found in wild salmon, to protect heavy salmon eaters - assuming they consume two meals per week, from
4 unsafe exposure to PCBs.

5 25. In volume 13, Number 5, May 2005, edition of Environmental Health Perspectives, a research article
6 entitled "Risk-Based Consumption Advice for Farmed Atlantic and Wild Pacific Salmon Contaminated with Dioxins
7 and Dioxin-like Compounds," several experts prepared a highly detailed article proving that **"To achieve a cancer
8 risk of 1×10^{-5} (the middle of the U.S. EPA's acceptable risk range; U.S. EPA 2000), consumption of farmed
9 Atlantic salmon must be effectively eliminated Many farmed Atlantic salmon contain dioxin concentrations
10 that, when consumed at modest rates, pose elevated cancer and noncancer risks."**

11 26. In volume 135, at pages 2639 to 2643, of the November, 2005, issue of American Society of Nutrition's
12 Journal of Nutrition, exists a science article in relation to "Nutrient Interactions and Toxicity" entitled "Quantitative
13 Analysis of the Benefits and Risks of Consuming Farmed and Wild Salmon." The conclusion was that **"When
14 salmon are consumed at rates that provide 1g/d EPA+DHA, cumulative cancer risk for farmed salmon is 24 times
15 the acceptable cancer risk level."**

16 27. On May 24, 2010, a California Proposition 65 60-Day Notice of Violation is a legal document, was served
17 by Plaintiff to Defendant Lucky Stores, Incorporated, alleging violations of Proposition 65 warning requirements.
18 During the 60-Day notice period, the California Attorney General's office had the opportunity to review the
19 allegations and take over the proceedings at its discretion. At the end of the 60-Day period, Plaintiff was allowed
20 to initiate legal proceedings against the Defendants.

21 28. The farmed salmon to which this Complaint pertains are those referenced in the Product List that
22 accompanied the 60 Day Notice Letter, which is appended to and incorporated by reference in this Complaint.

23 29. For several months before Plaintiff served the 60-Day Notice, Defendant had the opportunity, capacity,
24 and resources to conduct a meaningful investigation to determine if the farmed salmon products required a
25 warning, and without the demand for penalties, to post the required warning notice. Defendant refused, and
26 made it clear that it does not care about its customers' well being. This is a major fraud upon its customers.

1 30. Proposition 65 does not require Plaintiff to allege that anyone has been harmed by the product in
2 question. It also does not require Plaintiff to allege that the product is defective or that it violates an existing
3 federal or state safety standard. Plaintiff could not prove it harmed anyone. However, as required, Plaintiff hired
4 one of the best toxicologists who is an expert witness on Proposition 65 matters, and after several months of
5 investigation, and reading and studying every available scientific article published as to PCBs and farmed salmon
6 is prepared to testify that Defendant was required to have posted the statutory Proposition 65 warning notice.

7 31. Defendant owns and operates seventy stores in the vicinity of the west-central California. In the past
8 three years, being 1,095 days, Defendant sold farmed salmon in each of its stores. Each store did about eleven
9 sales a day. This would amount to 843,150 sales. Each sale was a violation, and the violations were intentionally.
10 At \$2,500.00 as a penalty per sale, the penalties have accrued to two billion and one hundred million dollars.
11 Even of Defendant attempts to settle this matter, the penalties should not be less than one percent of the
12 maximum penalties that could be applied. At a minimum, this would mean that Defendant owes twenty-one
13 million dollars (\$21,000,000.00). This would be small fraction of Defendant's annual gross sales, and a about the
14 amount Defendant's sole owner, Robert M. Piccinini earned during the past four years.

15 32. The California court in a published opinion, has previously determined that the plaintiff does not have
16 the burden to prove "every particular violation." The court has held that a plaintiff could make "reasonable
17 inference that more violations occurred than were actually witnessed.

18 33. Defendant's risk manager and vice-president, James J. Pucci, Ph.D, informed Plaintiff that Defendant
19 would ignore the 60-Day Notice and do nothing to protect the consumers it sold the farmed salmon to. On May
20 27, 2010, upon receipt of the three hundred pages of the 60-Day Notice, which included extensive documentation
21 to scientifically prove Plaintiff's allegation that a Proposition 65 Warning Notice was required in relation to
22 Defendant's farmed salmon products, Mr. Pucci wrote to Plaintiff, in part, with: "Thank you for going through the
23 time and trouble in the preparation of your "Notice of Violation. Unfortunately, we cannot review your
24 entire document If you feel that you have been injured or that we have violated any laws then you need to
25 find the appropriate avenue of recourse which should be outside of your communications with this company.
26 Thank You. The anchor, a symbol of stability. James J. Pucci, Ph.D., Vice-President, Risk Management."

1 34. Plaintiff had no option but to seek a legal remedy in this matter. In California, as of August 09, 2001, in
2 relation to a Proposition 65 matter, the California Appellate court determined, in a published opinion of the court,
3 (Consumer Cause, Inc. v. Smilecare, et al,) that it is the Defendant who has the initial burden of production to
4 make a prima facie showing that an affirmative defense applies. Because Proposition 65 is a remedial statute
5 intended to protect the public, the statute must be construed broadly to accomplish that protective purpose. "The
6 people of California find that hazardous chemicals pose a threat to their health and well-being, that state
7 government agencies have failed to provide them with adequate protection, and that these failures have been
8 serious enough to lead to investigations by federal agencies of the administration of California's toxic protection
9 programs."

10 35. As to Defendant's knowledge, the law in California, as per the California court, is that "'knowingly' refers
11 only to knowledge of the fact that a discharge of, release of, or exposure to a chemical listed is occurring." The
12 "level in question" means "the chemical concentration of a listed chemical for the exposure in question."

13 36. Defendant was required to comply with California Code of Regulations, Title 22, section 12801,
14 subdivision (c), proving that "no observable effect level" or "NOEL," which is the "maximum dose level at which a
15 chemical has no observable reproductive effect." Defendant can only seek protection of the exposure exemption
16 by providing specified data about the effect of a reproductive toxin. Defendant failed to accomplish this. The
17 calculation of the NOEL involves a highly technical, scientific inquiry, "The determination of whether a level of
18 exposure to a chemical known to the state to cause reproductive toxicity has no observable effect [at 1,000 times
19 the level in question] shall be based on evidence and standards of comparable scientific validity to the evidence
20 and standards which form the scientific basis for the listing of a chemical as known to the state to cause
21 reproductive toxicity in compliance with California Code of Regulations, Title 22, section 12801, subdivision (a).
22 While other evidence and standards are permitted, **a defendant must still perform a "quantitative risk assessment"**
23 **regardless of the type of evidence or standard used, pursuant to California Code of Regulations, Title 22,**
24 **sections 12801, subdivision (a), (b)(1), 12801, subdivision (b)(2), 12803, and 12805. Defendant's risk assessment**
25 **director had made it clear in writing that Defendant refuses to do so and Plaintiff is entitled to summary**
26 **judgment in this matter before the court. The only issue before the court is the monetary amount of penalties**

1 **to be ordered against Defendant.** California Code of Regulations requires that the assessment has to be based on
2 studies producing the reproductive effect that provided the basis for listing the as a reproductive toxin in the first
3 place. The NOEL must be the highest dose level that results in no observable reproductive effect. The quality and
4 suitability of any epidemiological data must be examined in deciding whether the data is appropriate. Any
5 comparable animal studies must satisfy generally accepted scientific principals. The NOEL must be based on the
6 most sensitive study of sufficient quality and must be converted into a milligram per day dose level by multiplying
7 the NOEL by an assumed human body weight of 70 kilograms for a male and 58 kilograms for a female. The
8 exposure in question includes the exposure for which the person in the course of doing business is responsible.
9 The level of exposure to a reproductive toxin "shall be determined by multiplying the level in question (stated in
10 terms of a concentration of a chemical in a given medium) times the reasonably anticipated rate of exposure for an
11 individual to a given medium. The reasonably anticipated rate of exposure shall be based on the pattern and
12 duration of exposure that is relevant to the reproductive effect which provided the basis for the determination
13 that a chemical is known to the state to cause reproductive toxicity, pursuant to California Code of Regulations,
14 Title 22, section 12821, subdivision (b). Defendant has nine months from when Plaintiff first contacted Defendant
15 as to the Proposition 65 Warning Notice requirements until Plaintiff filed this complaint. Thus, summary judgment
16 is warranted in this matter, as Defendant made it clear it would continue to sell PCBs farmed salmon.

17 37. A defendant is exempt from warning others about a reproductive toxin if the level of exposure in
18 question is 1,000 times below the NOEL. **If the defendant is not exempt, it must provide a warning that is**
19 **"reasonably calculated, considering the alternative methods available under the circumstances, to make the**
20 **warning message available to the individual prior to exposure,"** pursuant to California Code of Regulations,
21 Title 22, section 12601, subdivision (a).

22 38. In California, as per the California Court, the defense that Plaintiff does not have any evidence to dispute
23 the applicability of the exposure exemption, as an affirmative defense is not permitted. Plaintiff does not have the
24 burden of proof of making a prima facie showing that the defense apply. The evidentiary burdens applicable to a
25 defense motion in a Proposition 65 case where the defendant invokes the exposure exemption requirements
26 (sections 25249.10, subdivision (c) and 25249.6) does not apply because Defendant does not seek to negate an

1 element of Plaintiff's claims, conclusively or otherwise. Rather, Defendant's simply alleges an affirmative defense
2 because Defendant has the burden of proof that the PCBs in the farmed salmon are not at the NOEL level. Under
3 the Act, a defendant relying on the exposure exemption at trial must prove the NOEL, the level of exposure in
4 question, and ultimately that the level of exposure was 1,000 times below the NOEL. Because Defendant fails to
5 meet that burden, "the plaintiff need not make any showing at all." Thus, Plaintiff is entitled to summary
6 judgment in this matter before the court. At one percent of the maximum accrued penalties allowed, the court
7 must order Defendant to pay a minimum monetary sum of twenty-four million dollars.

8 39. What is at issue in the exemption is not the safety of the product causing the exposure, but rather that
9 the exposure is one thousand times below the "no observable effect" level.

10 40. Plaintiff is entitled to lack sufficient information or knowledge and thus is not required, or even expected
11 to admit what the exposure level is, or to argue that it did not have any evidence that Defendant's farmed salmon
12 caused injury to anyone. The court has ruled that Plaintiff is not required to be in possession of these facts.
13 Instead, Plaintiff hired a toxicologist who determined that Defendant was required to provide the Proposition 65
14 warning notice. Plaintiff provided Defendant substantial information which informed Defendant that the warning
15 notice was required; or that Defendant was to prove otherwise, if Defendant disputed the allegations.

16 41. In California, in relation to a Proposition 65 claim, it is Defendant who has the initial burden to make a
17 prima facie showing that the exposure exemption applied. In California, in relation to a Proposition 65 claim, that
18 showing is not allowed to be based on Plaintiff's lack of evidence to disprove the applicability of the defense.
19 In California, the California Court has determined that Plaintiff does not have to offer any evidence disputing the
20 applicability of the exposure exemption until Defendant makes the requisite initial showing, all pursuant to the
21 very several applicable sections of California Code of Regulations.

22 42. Defendant has not formed an opinion or adopted a position regarding the specific level of exposure to
23 which individuals have actually been exposed. Plaintiff does not contend that Defendant exposed individuals to a
24 specific level of PCBs in the farmed salmon product. Instead, consistent with the burden of proof under the Act,
25 Plaintiff simply alleges that Defendant had knowingly and intentionally exposed consumers to PCBs in farmed
26 salmon. That allegation, placed the Defendant with the burden of proof to make a prima facie showing that the

1 level of exposure was within the limits set by the Act. In California, in relation to a Proposition 65 claim, Plaintiff is
2 not required, or expected, to fund scientific studies or collect medical data to establish the NOEL or to gauge the
3 level of exposure of PCBs from the farmed salmon. Under the Act, it is Defendant's strict liability to comply with
4 the scientific study and prove the NOEL level. In California, the court has ruled that a plaintiff has no evidentiary
5 burden. Plaintiff is not required to make any allegation during discovery responses regarding the level of PCBs in
6 Defendant's farmed salmon to which individuals had been exposed. During discovery, Plaintiff will not make any
7 allegations regarding the level of PCBs in the Defendant's farmed salmon. The California court has made it clear
8 that as long as Plaintiff makes no representations, Plaintiff need not prove anything, and, thereupon, Defendant
9 must have completed its required research in full and complete compliance as those mandated pursuant to
10 California Code of Regulations. Because Defendant's risk manager has made it clear that Defendant has not
11 accomplished this, Plaintiff is entitled to summary judgment in this matter. The California State Attorney General
12 supports these representations. It is the Defendant who must do three things: 1) present evidence to prove the
13 NOEL for PCBs in Defendant's farmed salmon; 2) present evidence to the exposure to PCBs from the farmed
14 salmon, and (3) to prove that the exposure to PCBs from Defendant's farmed salmon was one thousand times
15 below the NOEL. It is evident by Defendant's risk manager, as represented above, that Defendant has failed to
16 submit evidence to meet even a single element of the exemption. Defendant did not perform a quantitative risk
17 assessment, which Defendant has had nine months to do, but made it clear it would not comply with California
18 Code of Regulations; and Defendant has not attempted to provide any evidence whatsoever that established the
19 NOEL for the PCBs in Defendant's farmed salmon.

20 43. Plaintiff had made substantial efforts for Defendant to comply with the Proposition 65 warning notice
21 for the past nine months before Plaintiff filed this complaint. On November 27, 2009, Plaintiff first wrote to
22 Defendant's in-house counsel Michael Joseph Silveria. At that time, Plaintiff sent an article entitled "Farmed
23 Salmon Shows High Levels of Cancer-Causing PCBs - 'U.S. Adults Eat Enough PCBs From Farmed Salmon to Exceed
24 Allowable Lifetime Cancer Risk 100 Times Over,'" published by PSA Rising. Defendant failed to respond. On
25 December 05, 2009, Plaintiff again wrote to Defendant's counsel. Defendant's counsel then responded.
26 Thereafter Kendra Peracca, the Senior Director of Operations for the area contacted Plaintiff and represented she

1 would consult with the company's food specialists and food experts as to the PCBs in the farmed salmon.
2 Communications were on-going. An in-store meeting was to have occurred at 1:00 P.M. on December 08, 2009,
3 with Kendra Lee Peracca and Claudia L. Byl, Director of Compliance, also employed by Defendant, and "with a
4 background in the food safety area," such that Defendant's counsel represented they would "review what our
5 company does to comply with all of the relevant laws concerning this matter." On December 17, 2009, Plaintiff
6 wrote a letter to Defendant's in-house counsel and also to Defendant's risk manager. On December 17,
7 2009, J. Pucci, Ph.D., Vice President, Risk Management for Defendant wrote Plaintiff, in an e-mail,
8 representing, in part to Plaintiff: "If you have concerns regarding the product in question I invite you to meet with
9 [Mendocino County Environmental Health Department and register your complaint. I'm certain that the
10 authorities at that level will answer your questions. At this point any further communications would be
11 considered disruptive and I would ask that you refrain from contacting any of our stores or employees regarding
12 this matter either in person, by letter or by e-mail." On December 19, 2009, Plaintiff sent a seven page letter
13 informing Defendant's risk manager of the requirement of Proposition 65 and of the consequences of the Violation
14 of Proposition 65 if Defendant failed to comply. On December 21, 2009, Plaintiff sent a four page follow-up letter
15 to Defendant's in-house counsel and Defendant's risk manager again informing them of Defendant's
16 responsibilities and liability in these matters. Defendant has made it clear it will not comply with the Proposition
17 65 requirements and that it intends to defraud its customers of the right to know of the risks of consuming its
18 farm salmon products.

19 44. Defendant should pay the maximum penalties, as per section 25249.7(b)(2) in assessing the amount of a
20 civil penalty for a violation of this chapter, the court should consider all of the following:

- 21 (A) **The nature and extent of the violation.**
- 22 (B) **The number of, and severity of, the violations.**
- 23 (C) **The economic effect of the penalty on the violator.**
- 24 (D) **Whether the violator took good faith measures to comply with this chapter and the time these measures**
25 **were taken.**
- 26 (E) **The willfulness of the violator's misconduct.**

1 (F) The deterrent effect that the imposition of the penalty would have on both the violator and the regulated
2 community as a whole.

3 (G) Any other factor that justice may require.

4 45. Defendant failed to act in good faith. Defendant brought in three of its best employee-experts in relation
5 to this matter, and did nothing. Defendant was served over 250 pages of documents attached to the properly
6 served 60-Day Notice. Defendant was placed on full, complete, and accurate notice of each and every relevant
7 and applicable material fact related to this matter. Defendant did nothing to protect the consumers to which it
8 sold the PCB contaminated farmed salmon. Defendant continues to sell this food product after being served every
9 single relevant published article related to the health hazards of eating farmed salmon, as they were included in
10 Plaintiff's attachments to the 60-Day Notice.

11 46. Plaintiff seeks injunctive relief pursuant to California Health and Safety Code section 25249.7, to compel
12 Defendant to bring its business practices into compliance with section 25249.5 et seq., by providing a clear and
13 reasonable warning to each individual who has been and who in the future may be exposed to the above
14 mentioned toxic chemicals from the reasonably anticipated and intended use of Defendant's product.

15 47. In addition to injunctive relief, Plaintiff seeks civil penalties to remedy the failure of Defendant to provide
16 clear and reasonable warnings regarding exposure to chemicals known to cause cancer, birth defects, and other
17 reproductive harm.

18 48. Plaintiff also seeks an order that Defendant identifies and locates each individual person who in the past
19 has purchased Defendant's farmed salmon and to provide to each purchaser a clear and reasonable warning that
20 the farmed salmon causes exposure to chemicals known to cause cancer and birth defects and other reproductive
21 harm.

22 PARTIES

23 49. Plaintiff Trent Jason is an individual concerned about human health and environmental protection.
24 Plaintiff is a "person" pursuant to California Health and Safety Code Section 25118. Plaintiff brings this
25 enforcement action in the public interest pursuant to California Health and Safety Code section 25249.7(d).
26 Residents of California are regularly exposed to PCBs from farmed fish distributed, marketed, and sold by

1 Defendant and are intentionally exposed without a clear and reasonable Proposition 65 warning.

2 50. Defendant is a person doing business within the meaning of California Health Code Section 25249.11.
3 Defendant is a business that distributes, markets, and sells farmed salmon in California, including the County of
4 Mendocino. The distribution, marketing, and sale of the farmed salmon in the County of Mendocino and or to
5 people who live in Mendocino County, causes people to be intentionally exposed to PCBs while they are physically
6 present in the County of Mendocino. The alter-ego of Defendant is actually Robert M. Piccinini, who owns all of
7 Defendant's Lucky grocery stores, also owns most of the 245 Save Mart grocery stores, which was founded on
8 January 17, 1952, by his father, Mike Piccinini, and his uncle, Nick Tocco. Save Mart also owns distributor
9 Refrigerated Transport. Robert M. Piccinini purchased Save Mart Supermarkets in 1985, and, at that time, became
10 the chief operating officer. In 1986, he moved the corporate offices to its current location at 1800 Standiford
11 Avenue in Modesto, California. These third party business entities have not been named as defendants in this
12 matter. However, Robert M. Piccinini has a gross annual income of at least five million dollars, or about
13 \$100,000.00 a week. Save Mart has 21,000 employees and operate under the names of Save Mart Supermarkets,
14 S-Mart, Lucky, and Food Maxx names. Lucky Stores, Incorporated, is named as the sole Defendant in this matter.
15 In fiscal year 2007, Save Mart Supermarkets acquired Albertson stores in the metro Sacramento area, San
16 Francisco Bay Area, and northern Nevada, and converted those stores to Lucky and Save Mart Stores. Only the
17 70 Lucky Stores are incorporated into this civil complaint, all of which Robert M. Piccinini has owned at least for
18 the past three years. This complaint only asks for penalties since this three years period began, which is within the
19 scope of the statute of limitations for this matter, even though Lucky Stores, Incorporated, a Delaware
20 Corporation, first filed it corporation with the California Secretary of State, on November 26, 1986, file number
21 C1194426.

22 51. Plaintiff brings this enforcement action against Defendant pursuant to California Health and Safety Code
23 section 25249.7(d). Attached hereto and incorporated is a copy of the 60 Day Notice letter, which was also sent to
24 the California Attorney General. Letters identical in substance were sent to every County District Attorney and to
25 the City Attorneys of every California city with a population greater than 750,000.00, where Defendant operates
26 one, or more, of its seventy "Lucky" supermarkets in California. On the same date, Plaintiff sent an identical 60

1 Day Notice letter to Defendant, along with a courtesy copy to the sole owner of all 70 Lucky Supermarkets of
2 Defendant, being Robert M. Piccinini.

3 52. Attached to the 60 Day Notice Letter sent to Defendant was a summary of Proposition 65 which was
4 prepared by California's Office of Environmental Health Hazard Assessment.

5 53. In addition, the 60 Day Notice Letter Plaintiff sent was accompanied by a Certificate of Service attesting
6 to the service of the 60 Day Notice Letter on each entity which received it. Pursuant to California Health and
7 Safety Code Section 25249.7(d), a Certificate of Merit attesting to the reasonable and meritorious basis for the
8 action was also sent with the 60 Day Notice Letter. Factual information sufficient to establish the basis of the
9 Certificate of Merit was enclosed with the 60 Day Notice Letter Plaintiff sent to the California State Attorney
10 General.

11 54. Defendant is a business that employs more than ten people, which is a requirement of Proposition 65.

12 JURISDICTION

13 55. The Court has jurisdiction over this action pursuant to California Health and Safety Code Section 25249.7.
14 California Constitution, Article VI, section 10, grants the Superior Court "original jurisdiction in all causes except
15 those given by statute to other trial courts." Chapter 6.6 of the Health and Safety Code, which contains the
16 statutes under which this action is brought, does not grant jurisdiction to any other trial court.

17 56. This Court also has jurisdiction over Defendant because it is a business which has sufficient minimum
18 contacts in California and within the County of Mendocino. Defendant intentionally availed itself of the California
19 and Mendocino County markets for farmed salmon. It is thus consistent with traditional notions of fair play and
20 substantial justice for the Mendocino Superior Court to exercise jurisdiction over Defendant.

21 57. Venue is proper in this Court because Defendant markets its farmed salmon products in and around
22 Mendocino County and thus intentionally caused, and still causes, people to ingest PCBs while those people are
23 actually present in Mendocino County. Liability for Plaintiff's causes of action, or some parts thereof, has
24 accordingly arisen in Mendocino County during the times relevant to this Complaint and Plaintiffs accordingly seek
25 civil penalties and forfeitures imposed by statutes.

26 /

FIRST CAUSE OF ACTION FOR A CLAIM FOR INJUNCTIVE RELIEF

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58. Plaintiff re-alleges and incorporates by reference into this First Cause of Action, as those specifically set forth in the above paragraphs above.

59. The People of the State of California have declared by referendum under Proposition 65, as per California Health and Safety Code sections 25249.5, et seq., their right “[t]o be informed about exposures to chemicals that cause cancer, birth defects, and reproductive harm.”

60. To effectuate this goal, section 25249.6 of the California Health and Safety Code mandates that person who, in the course of doing business, knowingly and intentionally expose any individual to a chemical known to the State of California to cause cancer or birth defects, must first provide a clear and reasonable warning to such individual prior to the exposure.

61. For at least the past three years, Defendant has engaged in conduct that violates California Health and Safety sections 25249.6, et seq. This conduct includes knowingly and intentionally exposing to PCBs those California residents who consume farmed Salmon. The normally intended consumption of farmed salmon, causes people to ingest PCBs, which are chemicals known to the State of California to cause cancer, birth defects, and other reproductive harm. Defendant has not provided clear and reasonable warnings within the meaning of California Health and Safety Code sections 25249.6 and 25249.11.

62. At all times relevant to this action, Defendant knew that farmed salmon is distributed and/or marketed and sold were causing exposures to PCBs. Defendant intended that residents of California consume farmed salmon, thereby causing significant exposure to these chemicals.

63. By the above described acts, Defendant has violated California Health and Safety Code section 25249.6 and is, therefore, subject to an injunction ordering it to stop violating Proposition 65, to provide warnings to all present and future customers, and to provide warnings to their past customers who purchased Defendant’s products without receiving a clear and reasonable warning.

VERIFICATION OF COMPLAINT

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I, Trent Jason, declare, under penalty of perjury, pursuant to the laws of the State of California, that the above eighteen page civil complaint is true and correct to the best of my knowledge and belief, and as to those matters related to my belief, I do believe them to be true.

/

Dated: September 03, 2010

/ Trent Jason
Trent Jason
In pro per

Superior Court of California County of Mendocino



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) **must** include the ADR Information Packet with the complaint when serving the defendant. Cross complainants **must** serve the ADR Information Packet on any new parties named to the action.

The Court **strongly encourages** the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Contacting the ADR Coordinator;
- Indicating your preference on Case Management Form CM-110; or
- Agreeing to ADR at your Initial Case Management Conference.

ADR INFORMATION GUIDE

There are Alternatives to Going to Trial

Did you know that most of all civil cases filed in court are resolved without going to trial? Many people use processes other than trial to resolve their disputes. These alternative processes, known as Alternative Dispute Resolution or ADR, are typically less formal and adversarial than trial, and many use a problem-solving approach to help the parties reach agreement.

What are the ADR Options?

The most commonly used ADR processes are Mediation, Arbitration, Neutral Case Evaluation, and Settlement Conferences.

◆ Mediation

Mediation is a voluntary and confidential process where a trained impartial mediator helps parties in conflict to communicate respectfully and effectively with each other. The mediator facilitates communication by helping the parties define issues, remove communication obstacles, and explore potential solutions. Mediation empowers people to reach informed, acceptable, and realistic agreements.

Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can listen to the parties and help them communicate in an effective and non-confrontational manner.

◆ Arbitration

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed.

Arbitration may be either "binding" or "non-binding." Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator's decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

◆ Neutral Case Evaluation

In Neutral Case Evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how

the dispute could be resolved. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute. Even if not successful in resolving the case, Neutral Case Evaluation can lead to use of other ADR procedures, such as arbitration or mediation, especially when undertaken early in the litigation. Neutral Case Evaluation may be most useful in cases that involve technical issues that require special expertise to resolve or in cases that the only significant issue is the amount of damages.

◆ **Settlement Conferences**

In Settlement Conferences, the parties and their attorneys meet with the judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement Conferences are appropriate in any case where settlement is an option. Mandatory Settlement Conferences, ordered by the Court, are often held near the date a case is set for trial.

ADR Options Available at Mendocino Superior Court

Mediation

Parties may voluntarily participate in mediation at any stage of litigation, without court referral, by contacting the ADR Coordinator.

Court Referred Mediation

The Court may refer parties to mediation in any civil case, with the exception of family cases. Once the referral has been made, parties may opt to use a Court Panel Mediator or to hire a private mediator. If the parties elect to use a Court Panel Mediator, then a qualified Court Panel Mediator will be assigned through the ADR Coordinator. With Court Panel Mediations, there will be no charge to the parties for the first two hours. If the parties choose to continue the mediation after the two hours, the mediator may charge his or her fee.

Community Mediation

The Lake and Mendocino Superior Courts' Civil Mediation Program works in conjunction with local community mediation service providers to ensure that parties in conflict have the option for settling their disputes without resorting to litigation. Any type of "community dispute" can be resolved through mediation. Some examples include neighbor, employment, consumer, school, roommate or group conflicts.

What are the Advantages of Mediation?

Privacy - All discussions during the mediation are confidential.

The parties reach their own solution - The mediator will not impose a solution on the parties. The solution is based on the interests and needs of the parties.

No cost or reasonable cost - The cost of participating in mediation is minimal compared to the cost of litigation - or the cost of doing nothing. Mediations conducted by a member of the Court Civil Mediation Panel are no cost to the parties. If the parties opt to use a private mediator, the Civil Mediation Program Coordinator will help them find a mediator.

Flexible scheduling - Mediations can be scheduled to accommodate all parties and their attorneys.

Clear, respectful communication - Mediation can provide the opportunity for understanding or reconciliation.

Quicker resolution - Parties are often able to resolve their conflict in one session, though more sessions will be scheduled, if needed.

Effective - The parties know more about their conflict than anyone else does. Developing their own agreements offers satisfaction and success.

Agreement options - Any written agreement made in the course of litigation will be treated as a legally enforceable agreement.

What are the Disadvantages of Mediation?

You may go to court anyway - If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

For more information about the *Mendocino/Lake Superior Courts' Civil Mediation Program* contact:

Catherine D. Ward, J.D.
Civil Mediation Program Coordinator
Phone: 707.263.2264
Email: lakemendomediation@gmail.com

INFORMATION REGARDING RIGHTS AFTER ATTORNEY-CLIENT FEE ARBITRATION

1. RIGHTS AFTER NONBINDING ARBITRATION

A. What is a nonbinding attorney-client fee arbitration award?

An award is nonbinding if (1) the parties did not agree in writing to be bound by the award after the dispute over fees or costs arose; and (2) a party who did not willfully fail to appear at the arbitration hearing rejects the award and requests a trial within 30 days after notice of a nonbinding award is mailed.

B. What are my rights if I am not satisfied with a nonbinding attorney-client fee arbitration award?

If the arbitration award is nonbinding, you may have a right to a trial in court. If a request for trial is granted in small claims or superior court, the normal procedures for pretrial discovery, motions, court-connected alternative dispute resolution ("ADR"), and trial in that court will apply. If you want a trial in court, you should follow the instructions in this form to protect your rights.

C. What are my rights if I did not appear at the attorney-client fee arbitration hearing?

If you did not appear at your fee arbitration hearing in person or by counsel, you will have to prove to the court that you had a good reason for not being there. If a court determines that your failure to appear was willful, you may not be entitled to a trial after arbitration, and the other party may be able to enforce the arbitration award.

D. What must I do to get a trial in court?

You must file papers in the proper court within the required time limit.

E. How long do I have to act?

If you want a trial in court, you must file your papers in court within 30 days after the date that the arbitration award is mailed to you. The date the arbitration award was mailed is written at the end of the notice you received.

F. What papers must I file? In what court must I file them?

That depends. Has a lawsuit about the fees already been filed?

(1) YES—lawsuit already filed

If a lawsuit about the fees has already been filed, then you must file a request for a trial in the same court where the lawsuit was filed, under the same case number of the lawsuit that is pending, after serving a copy on all parties who have appeared in the action as provided by law. If the lawsuit is in small claims court, you can use Judicial Council forms SC-100 and SC-101 to request a trial after a nonbinding attorney-client fee arbitration. If the lawsuit is in superior court, you can use form ADR-104 to request a trial after a nonbinding attorney-client fee arbitration.

(2) NO—lawsuit not yet filed

If no lawsuit about the fees has been filed, you must file your own lawsuit in the proper court and request a trial in that court if you do not want the award to become binding. If the arbitration was held in California, you must file the lawsuit and request for trial in the small claims court or the superior court in the county where the arbitration was held, and then serve the complaint, summons, and request for trial on all named parties as provided by law.

- If the amount in dispute is \$5,000 or less, you may file your lawsuit in small claims court. You can use Judicial Council form SC-100 to file a lawsuit in small claims court and form SC-101 to request a trial in that action.
- If the amount in dispute is more than \$5,000, you must file a complaint in the superior court to begin your lawsuit. You may be able to use Judicial Council forms PLD-C-001 through PLD-C-001(3) to file a new superior court action, but you may need a lawyer's help to prepare an appropriate complaint. You can use form ADR-104 to reject the arbitration award and request a trial at the same time you file your complaint.

G. What if I am satisfied with the award?

If you are satisfied with the nonbinding arbitration award, do nothing until the award becomes binding or the other party requests a trial. The award will become binding if the other party does not file papers requesting a trial in court within the 30-day limit.

Information Regarding Rights After Attorney-Client Fee Arbitration (*continued*)

2. RIGHTS AFTER BINDING ARBITRATION

A. What is a binding attorney-client fee arbitration award?

An award is binding if either (1) the parties agreed in writing to be bound by the award after the dispute over fees or costs arose; or (2) no party rejects the award and requests a trial within 30 days after notice of a nonbinding award is mailed. (A trial after arbitration may not be granted, however, if the court determines that the party requesting the trial willfully failed to appear at the arbitration.)

B. What are my rights if I am not satisfied with a binding attorney-client fee arbitration award?

A court has the power to vacate (cancel) an arbitration award, but only for the limited reasons stated in Code of Civil Procedure section 1286.2. The fact that a party disagrees with the arbitrator's award or thinks it is wrong is not a basis for vacating the award. In general, the grounds for vacating an award are:

- (1) The award was obtained by corruption, fraud, or other unfair means.
- (2) One or more of the arbitrators was corrupt.
- (3) The misconduct of a neutral arbitrator substantially prejudiced a party's rights.
- (4) The arbitrator exceeded his or her authority and the award cannot be fairly corrected.
- (5) The arbitrator unfairly refused to postpone the hearing or to hear evidence useful to settling the dispute.
- (6) An arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.
- (7) An arbitrator should have disqualified himself or herself after a party made a demand to do so.

A court can also correct the following types of obvious mistakes in the award:

- (1) The amount of the award was not calculated correctly, or a person, a thing, or property was not described correctly.
- (2) The arbitrator exceeded his or her authority,
- (3) The award is imperfect as a matter of form.

If you think you are entitled to correct or vacate the arbitration award, please follow the instructions below to protect your rights.

C. What must I do to vacate or correct a binding arbitration award?

You must file a petition to vacate or correct the award in the proper court within the required time limit.

D. How long do I have to act?

If you want to correct or vacate the binding award, ordinarily you must file your petition within 100 days after the arbitration award was mailed to you. The date the award was mailed is at the end of the notice mailed with the award. If you receive notice from a court that the other side has filed a petition to confirm the award, however, you no longer have 100 days to file your petition. You then must respond by filing your petition to vacate or correct the award within the time stated on the notice from the court.

E. What papers must I file? In what court must I file them?

That depends. Has a lawsuit about the fees already been filed?

(1) YES—lawsuit already filed

If a lawsuit about the fees has already been filed, you must file your petition to vacate or correct the award with the same court where the lawsuit was filed, under the same case number as the lawsuit that is pending, after serving a copy on all parties who have appeared in the action as provided by law.

(2) NO—lawsuit not yet filed

If no lawsuit about the fees has been filed, you must file your petition to correct or vacate the award in the proper court. If the arbitration was held in California, you must file the petition in the small claims court or the superior court in the county where the arbitration was held, and then serve the petition and a summons on all named parties as provided by law.

- If the amount in dispute is \$5,000 or less, you can file your petition in the small claims court, using Judicial Council forms SC-100 and SC-101.
- If the amount in dispute is more than \$5,000, you must file your petition in the superior court. You can use Judicial Council form ADR-103 to do this. (You do not need to file a separate complaint with form ADR-103 when you are petitioning to vacate or correct a binding arbitration award.)

Information Regarding Rights After Attorney-Client Fee Arbitration (*continued*)

F. What if I am satisfied with the binding arbitration award?

If the arbitration award indicates or says that you owe money and you do not intend to petition to have the award corrected or vacated (canceled), you should pay the amount that you owe. If you do not pay it, the other party has a right to get court orders allowing him or her to collect the debt by taking and selling your property and by taking money from your paycheck and bank account.

If the arbitration award says that you are owed money, you should write the other party a letter and demand payment.

If you are not paid, you can seek to enforce the arbitration award. See item 3 below.

3. ENFORCEMENT OF BINDING ATTORNEY-CLIENT ARBITRATION AWARDS

There are two procedures for enforcing binding attorney-client fee arbitration awards.

A. If you are the client, you have the right to ask the State Bar to assist you in enforcing the arbitration award if the following is true:

- (1) Your arbitration request was filed on or after January 1, 1994; and
- (2) (a) 100 days have passed from service of the award and the award is binding for either of the reasons stated in paragraph 2A above, or
(b) The award has become a final judgment after a trial following arbitration or after a petition to vacate, correct, or confirm the award.

You can write or phone the State Bar and request the form *Request for Enforcement of an Award*.
Contact: Mandatory Fee Arbitration, 180 Howard Street, 6th Floor, San Francisco, CA 94105-1639
(telephone: 415-538-2020).

B. Any party who is owed money also has the right to request court orders allowing him or her to take property or money from the other party's paycheck and bank accounts. To get those court orders based on an attorney-client fee arbitration award, however, you must first make the arbitration award a judgment of the court. To do this, you must confirm the arbitration award in court.

(1) *What must I do to confirm the arbitration award?*

To confirm the arbitration award, you must file a petition to confirm award with the proper court within the required time limit.

(2) *How long do I have to act?*

You must file your petition to confirm award within four years after the date the arbitration award was mailed to you. That date appears at the end of the notice mailed with the award.

(3) *What papers must I file? In what court must I file them?*

That depends. Has a lawsuit about the fees already been filed?

(a) *YES—lawsuit already filed*

If a lawsuit about the fees has already been filed, you will file your petition with the same court where the lawsuit was filed, under the same case number as the lawsuit that is pending, after serving a copy of the petition on all parties who have appeared in the action as provided by law.

(b) *NO—lawsuit not yet filed*

If no lawsuit about the fees has been filed, then you must file your petition to confirm the award in the proper court. If the arbitration was held in California, you must file the petition in the small claims court or the superior court in the county where the arbitration was held, and then serve the petition and a summons on all named parties as provided by law.

- If the amount in dispute is \$5,000 or less, you can file your petition in the small claims court, using Judicial Council forms SC-100 and SC-101.

- If the amount in dispute is more than \$5,000, you must file your petition in the superior court. You can use Judicial Council form ADR-103 to do this. (You do not need to file a separate complaint with form ADR-103 when you are petitioning to confirm a binding arbitration award.)

(4) *What are my rights after the arbitration award is confirmed?*

When the arbitration award is confirmed, it becomes a judgment of the court. Once you have a judgment, you have a right to enforce the judgment. That means you can get court orders allowing you to collect your money. Enforcing judgments can be very technical and very complicated. The court has forms to use for this procedure.

MEDIATOR (Name and Address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO STREET ADDRESS: 100 NORTH STATE STREET MAILING ADDRESS: 100 NORTH STATE STREET, ROOM 107 CITY AND ZIP CODE: UKIAH, CALIFORNIA, 95482 BRANCH NAME: UKIAH MAIN BRANCH	
CASE NAME: TRENT JASON VERUS LUCKY STORES, INCORPORATED	
STATEMENT OF AGREEMENT OR NONAGREEMENT <input checked="" type="checkbox"/> First <input type="checkbox"/> Supplemental	CASE NUMBER: SCUJ CVG 10-0057222-000
NOTE: This form must be used by mediators in the Civil Action Mediation Program (Code Civ. Proc., § 1775 et seq.) and in the Early Mediation Pilot Program (Code Civ. Proc., § 1730 et seq.).	

1. This case was filed on (date if known): November 03, 2010
2. I was selected as the mediator in this matter on (date):
3. Mediation (check one):
 - a. did not take place.
 - (1) A party who was ordered to appear at the mediation did not appear.
 - (2) Other reason (please specify without disclosing any confidential information):
 - b. took place on (date or dates):
and lasted a total of _____ hours.
4. The mediation has not ended. I submit this form to comply with the court's requirement to do so by a specified date.
5. The mediation ended (check one):
 - a. in full agreement by all parties on (date):
 - b. in partial agreement
 - (1) in full agreement as to the following parties:
on (date):
 - (2) in full agreement as to limited issues on (date):
 - c. in nonagreement.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF MEDIATOR)

NOTE: Within 10 days of the conclusion of the mediation or, when applicable, by the deadline set by the court, the mediator must serve a copy of this statement on all parties and file the original, with proof of service, with the court clerk. The proof of service on the back of this form may be used.

CASE NAME:

TRENT JASON VERUS LUCKY STORES, INCORPORATED

CASE NUMBER:

SCUK CVG 10-0057222-000

PROOF OF SERVICE

Mail **Personal Service**

1. At the time of service I was at least 18 years of age and **not a party to this legal action.**

2. My residence or business address is (*specify*):

3. I mailed or personally delivered a copy of the *Statement of Agreement or Nonagreement* as follows (*complete either a or b*):

a. **Mail.** I am a resident of or employed in the county where the mailing occurred.

(1) I enclosed a copy in an envelope **and**

(a) **deposited** the sealed envelope with the United States Postal Service, with the postage fully prepaid.

(b) **placed** the envelope for collection and mailing on the date and at the place shown in items below, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

(2) The envelope was addressed and mailed as follows:

(a) Name of person served: James Robert Maxwell

(b) Address on envelope: Attorney at Law
Rogers Joseph O'Donnell
311 California St 10th Floor
San Francisco CA 94104

Trent Jason
Plaintiff in pro per
P O Box 981
Laytonville
CA 95454-0981

(c) Date of mailing:

(d) Place of mailing (*city and state*):

b. **Personal delivery.** I personally delivered a copy as follows:

(1) Name of person served:

(2) Address where delivered:

(3) Date delivered:

(4) Time delivered:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)