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7 Attorneys for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

8
9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ALAMEDA

12 CENTER FOR ENVIRONMENTAL HEALTH,)
13 a non-profit corporation,)

14 Plaintiff,)

15 v.)

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

18 Defendants.)

19 _____)
20 And Consolidated Cases.)
21 _____)

ENDORSED
FILED
ALAMEDA COUNTY

JUL 26 2011

CLERK OF THE SUPERIOR COURT
BY *Patricia Cooper*

Lead Case No. RG 09-459448

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

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

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

(Other)

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

4 INTRODUCTION

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

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

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

24 PARTIES

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

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

8 5. Defendant 1092369 ONTARIO INC DBA ESPE is a person in the course
9 of doing business within the meaning of Health & Safety Code §25249.11. 1092369 Ontario Inc
10 dba ESPE manufactures, distributes and/or sells the Products for sale or use in California.

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

14 7. Defendant AMERICAN PROCUREMENT CO., INC. is a person in the
15 course of doing business within the meaning of Health & Safety Code §25249.11. American
16 Procurement Co., Inc. manufactures, distributes and/or sells the Products for sale or use in
17 California.

18 8. Defendant BAEKGAARD LTD. OF INDIANA INC. is a person in the
19 course of doing business within the meaning of Health & Safety Code §25249.11. Baekgaard
20 Ltd. of Indiana Inc. manufactures, distributes and/or sells the Products for sale or use in
21 California.

22 9. Defendant BIG BUDDHA, INC. is a person in the course of doing
23 business within the meaning of Health & Safety Code §25249.11. Big Buddha, Inc.
24 manufactures, distributes and/or sells the Products for sale or use in California.

25 10. Defendant THE CALIFORNIA BAG, LLC is a person in the course of
26 doing business within the meaning of Health & Safety Code §25249.11. The California Bag,
27 LLC manufactures, distributes and/or sells the Products for sale or use in California.

28 11. Defendant CALIFORNIA DREAM CO., INC. is a person in the course of

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

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

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

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

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

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

18 17. Defendant GEORGIU DESIGN STUDIOS, INC. is a person in the
19 course of doing business within the meaning of Health & Safety Code §25249.11. Georgiou
20 Design Studios, Inc. manufactures, distributes and/or sells the Products for sale or use in
21 California.

22 18. Defendant GEORGIU STUDIO, INC. is a person in the course of doing
23 business within the meaning of Health & Safety Code §25249.11. Georgiou Studio, Inc.
24 manufactures, distributes and/or sells the Products for sale or use in California.

25 19. Defendant GRAND HORIZON, LTD. is a person in the course of doing
26 business within the meaning of Health & Safety Code §25249.11. Grand Horizon, Ltd.
27 manufactures, distributes and/or sells the Products for sale or use in California.

28 20. Defendant HSN, INC. is a person in the course of doing business within

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

3 21. Defendant INDONESIA IMPORTS, INC. is a person in the course of
4 doing business within the meaning of Health & Safety Code §25249.11. Indonesian Imports, Inc.
5 manufactures, distributes and/or sells the Products for sale or use in California.

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

9 23. Defendant JC FASHION GROUP CORPORATION is a person in the
10 course of doing business within the meaning of Health & Safety Code §25249.11. JC Fashion
11 Group Corporation manufactures, distributes and/or sells the Products for sale or use in
12 California.

13 24. Defendant JC FASHION INT'L ENTERPRISE INC. is a person in the
14 course of doing business within the meaning of Health & Safety Code §25249.11. JC Fashion
15 Int'l Enterprise Inc. manufactures, distributes and/or sells the Products for sale or use in
16 California.

17 25. Defendant KATHY VAN ZEELAND, LLC is a person in the course of
18 doing business within the meaning of Health & Safety Code §25249.11. Kathy Van Zeeland,
19 LLC manufactures, distributes and/or sells the Products for sale or use in California.

20 26. Defendant LA JOLLA SPORT U.S.A., INC. is a person in the course of
21 doing business within the meaning of Health & Safety Code §25249.11. La Jolla Sport U.S.A.,
22 Inc. manufactures, distributes and/or sells the Products for sale or use in California.

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

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

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

4 30. Defendant MM COMPOUND, INC. is a person in the course of doing
5 business within the meaning of Health & Safety Code §25249.11. MM Compound, Inc.
6 manufactures, distributes and/or sells the Products for sale or use in California.

7 31. Defendant THE NEIMAN MARCUS GROUP, INC. is a person in the
8 course of doing business within the meaning of Health & Safety Code §25249.11. The Neiman
9 Marcus Group, Inc. manufactures, distributes and/or sells the Products for sale or use in
10 California.

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

14 33. Defendant OAKLEY DIRECT, INC. is a person in the course of doing
15 business within the meaning of Health & Safety Code §25249.11. Oakley Direct, Inc.
16 manufactures, distributes and/or sells the Products for sale or use in California.

17 34. Defendant OAKLEY SALES CORP. is a person in the course of doing
18 business within the meaning of Health & Safety Code §25249.11. Oakley Sales Corp.
19 manufactures, distributes and/or sells the Products for sale or use in California.

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

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

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

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

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

7 40. Defendant RUSTY LICENSING, INC. is a person in the course of doing
8 business within the meaning of Health & Safety Code §25249.11. Rusty Licensing, Inc.
9 manufactures, distributes and/or sells the Products for sale or use in California.

10 41. Defendant SANTA FE LEATHER CORP. is a person in the course of
11 doing business within the meaning of Health & Safety Code §25249.11. Santa Fe Leather Corp.
12 manufactures, distributes and/or sells the Products for sale or use in California.

13 42. Defendant SCHIFTER + PARTNERS, LLC is a person in the course of
14 doing business within the meaning of Health & Safety Code §25249.11. Schifter + Partners,
15 LLC manufactures, distributes and/or sells the Products for sale or use in California.

16 43. Defendant SHIEKH ELIJAH DBA SHIEKH ELLAHI is a person in the
17 course of doing business within the meaning of Health & Safety Code §25249.11. Shiekh Elijah
18 dba Shiekh Ellahi manufactures, distributes and/or sells the Products for sale or use in California.

19 44. Defendant SHIEKH LLC is a person in the course of doing business
20 within the meaning of Health & Safety Code §25249.11. Shiekh LLC manufactures, distributes
21 and/or sells the Products for sale or use in California.

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

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

28 47. Defendant TOSS DESIGNS, INC. is a person in the course of doing

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

3 48. Defendant VIDA SHOES INTERNATIONAL, INC. is a person in the
4 course of doing business within the meaning of Health & Safety Code §25249.11. Vida Shoes
5 International, Inc. manufactures, distributes and/or sells the Products for sale or use in California.

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

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

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

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

18 53. Defendant ZAPPOS.COM, INC. is a person in the course of doing
19 business within the meaning of Health & Safety Code §25249.11. Zappos.com, Inc.
20 manufactures, distributes and/or sells the Products for sale or use in California.

21 54. DOES 1 through 500 are each a person in the course of doing business
22 within the meaning of Health & Safety Code §25249.11. DOES 1 through 500 manufacture,
23 distribute and/or sell the Products for sale or use in California.

24 55. The true names of DOES 1 through 500 are unknown to CEH at this time.
25 When their identities are ascertained, the Complaint shall be amended to reflect their true names.

26 56. The defendants identified in paragraphs 5 through 53 and DOES 1 through
27 500 are collectively referred to herein as "Defendants."
28

1 the developing fetus, "female reproductive toxicity," which means harm to the female
2 reproductive system, and "male reproductive toxicity," which means harm to the male
3 reproductive system. 27 California Code of Regulations ("C.C.R.") §27001(c). On February 27,
4 1988, one year after it was listed as a chemical known to cause reproductive toxicity, lead
5 became subject to the clear and reasonable warning requirement regarding reproductive toxicants
6 under Proposition 65. 27 C.C.R. §27001(c); Health & Safety Code §25249.10(b).

7 63. On October 1, 1992, the State of California officially listed lead and lead
8 compounds as chemicals known to cause cancer. On October 1, 1993, one year after they were
9 listed as chemicals known to cause cancer, lead and lead compounds became subject to the clear
10 and reasonable warning requirement regarding carcinogens under Proposition 65. 27 C.C.R.
11 §27001(c); Health & Safety Code §25249.10(b).

12 64. Some of the Products are designed for and marketed to children. Young
13 children are also exposed to Lead from the Products when they touch or play with Products that
14 are owned or used by their parents or caretakers. In addition, young children are exposed to Lead
15 from the Products when they eat food that is stored or carried in the Products or touch or play
16 with non-food items that are stored or carried in the Products. Additional childhood exposures to
17 Lead occur when children touch their hands to their mouths after their hands have touched the
18 Products or items stored or carried in the Products.

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

1 66. There is no safe level of exposure to Lead and even minute amounts of
2 Lead exposure have been shown to permanently reduce mental capacity. Davis, J.M.,
3 Svendgaard, D.J., "Lead and Child Development," *Nature* 329:297-300, 1987. One study on the
4 effect of childhood Lead exposure declared that even the smallest detectable amount of blood
5 Lead levels in children can mean the difference between an A or B grade in school. Lanphear,
6 B.P., Dietrich, K., Auinger, P., Cox, C., "Subclinical Lead Toxicity in U.S. Children and
7 Adolescents," *Neurodevelopmental Disabilities II Platform*, 2000. Another study followed
8 children into adulthood and found a sevenfold increase in the risk for developing a reading
9 disability among children exposed to sufficient levels of Lead as toddlers. Needleman, H.L.,
10 Schell, A., Bellinger, D., Leviton, A., Allred, E.N., "The Long-Term Effects of Exposure to Low
11 Doses of Lead in Childhood: An 11-Year Follow-up Report," *New England Journal of Medicine*
12 322:83-88, 1990.

13 67. Lead exposures for pregnant women are also of particular concern in light
14 of evidence that even short term Lead exposures *in utero* may have long-term harmful effects.
15 Hu, H., *et al.*, "Fetal Lead Exposure at Each State of Pregnancy as a Predictor of Infant Mental
16 Development," *Environmental Health Perspectives* 114:11, 2006; Schnaas, L., *et al.*, "Reduced
17 Intellectual Development in Children with Prenatal Lead Exposure," *Environmental Health*
18 *Perspectives* 114:5, 2006.

19 68. Lead is found in the fabric and/or material from which many of the
20 Products are made. Lead is found in the Products as a stabilizer in the vinyl or imitation leather
21 materials, as a chemical ingredient in some of the dyes, paints and other coloring agents used in
22 the Products and in the chemicals used in the leather tanning process. Lead is also found in the
23 metallic components such as zippers and zipper pulls used on some of the Products.

24 69. Defendants' Products contain sufficient quantities of Lead such that
25 consumers, including pregnant women and children, who use, touch and/or handle the Products
26 are exposed to Lead through the average use of the Products. The route of exposure for the
27 violations is direct ingestion when consumers place the Products or items that have been stored
28 in the Products in their mouths; ingestion via hand-to-mouth contact after consumers use, touch

1 and/or handle the Products or items that have been stored in the Products; and dermal absorption
2 directly through the skin when consumers use, touch and/or handle the Products or items that
3 have been stored in the Products.

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

8 71. More than sixty days prior to naming each Defendant in this lawsuit, CEH
9 provided a 60-Day “Notice of Violation of Proposition 65” to the California Attorney General,
10 the District Attorneys of every county in California, the City Attorneys of every California city
11 with a population greater than 750,000 and to each of the named Defendants. In compliance with
12 Health & Safety Code §25249.7(d) and 27 C.C.R. §25903(b), each Notice included the following
13 information: (1) the name and address of each violator; (2) the statute violated; (3) the time
14 period during which violations occurred; (4) specific descriptions of the violations, including (a)
15 the routes of exposure to Lead from the Products, and (b) the specific type of products sold and
16 used in violation of Proposition 65; and (5) the name of the specific Proposition 65-listed
17 chemical that is the subject of the violations described in each Notice.

18 72. CEH also sent a Certificate of Merit for each Notice to the California
19 Attorney General, the District Attorneys of every county in California, the City Attorneys of
20 every California city with a population greater than 750,000 and to the named Defendants. In
21 compliance with Health & Safety Code §25249.7(d) and 11 C.C.R. §3101, each of the
22 Certificates certified that CEH’s counsel: (1) has consulted with one or more persons with
23 relevant and appropriate experience or expertise who reviewed facts, studies or other data
24 regarding the exposures to Lead alleged in each of the Notices; and (2) based on the information
25 obtained through such consultations, believes that there is a reasonable and meritorious case for a
26 citizen enforcement action based on the facts alleged in each of the Notices. In compliance with
27 Health & Safety Code §25249.7(d) and 11 C.C.R. §3102, each of the Certificates served on the
28 Attorney General included factual information – provided on a confidential basis – sufficient to

1 establish the basis for the Certificate, including the identity of the person(s) consulted by CEH's
2 counsel and the facts, studies or other data reviewed by such persons.

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

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

9 75. Under Proposition 65, an exposure is "knowing" where the party
10 responsible for such exposure has:

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

14 27 C.C.R. §25102(n). This knowledge may be either actual or constructive. *See, e.g.*, Final
15 Statement of Reasons Revised (November 4, 1988) (pursuant to former 22 C.C.R. Division 2,
16 §12201).

17 76. No clear and reasonable warning is provided with the Products regarding
18 the carcinogenic or reproductive hazards of Lead.

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

21 78. Nevertheless, Defendants continue to expose consumers, including
22 pregnant women and children, to Lead without prior clear and reasonable warnings regarding the
23 carcinogenic and/or reproductive hazards of Lead.

24 79. CEH has engaged in good-faith efforts to resolve the claims alleged herein
25 prior to filing this Complaint.

26 80. Any person "violating or threatening to violate" Proposition 65 may be
27 enjoined in any court of competent jurisdiction. Health & Safety Code §25249.7. "Threaten to
28 violate" is defined to mean "to create a condition in which there is a substantial probability that a

1 violation will occur.” Health & Safety Code §25249.11(e). Proposition 65 provides for civil
2 penalties not to exceed \$2,500 per day for each violation of Proposition 65.

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

5 81. CEH realleges and incorporates by reference as if specifically set forth
6 herein Paragraphs 1 through 80, inclusive.

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

9 83. Lead is a chemical listed by the State of California as known to cause
10 cancer and birth defects or other reproductive harm.

11 84. Defendants know that average use of the Products will expose users of the
12 Products to Lead. Defendants intend that the Products be used in a manner that results in users
13 of the Products being exposed to Lead contained in the Products.

14 85. Defendants have failed, and continue to fail, to provide prior clear and
15 reasonable warnings regarding the carcinogenicity and reproductive toxicity of Lead to users of
16 the Products.

17 86. By committing the acts alleged above, Defendants have at all times
18 relevant to this Complaint violated Proposition 65 by knowingly and intentionally exposing
19 individuals to Lead without first giving clear and reasonable warnings to such individuals
20 regarding the carcinogenicity and reproductive toxicity of Lead.

21 Wherefore, CEH prays for judgment against Defendants, as set forth hereafter.

22 **PRAYER FOR RELIEF**

23 Wherefore, CEH prays for judgment against Defendants as follows:

24 1. That the Court, pursuant to Health & Safety Code §25249.7(b), assess civil
25 penalties against each Defendant in the amount of \$2,500 per day for each violation of
26 Proposition 65 according to proof;

27 2. That the Court, pursuant to Health & Safety Code §25249.7(a),
28 preliminarily and permanently enjoin Defendants from offering the Products for sale in

1 California without providing prior clear and reasonable warnings, as CEH shall specify in further
2 application to the Court;

3 3. That the Court, pursuant to Health & Safety Code §25249.7(a), order
4 Defendants to take action to stop ongoing unwarned exposures to Lead resulting from use of
5 Products sold by Defendants, as CEH shall specify in further application to the Court;

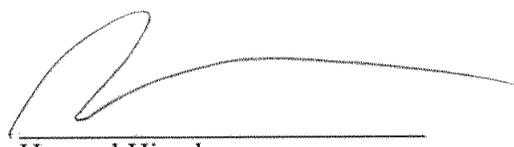
6 4. That the Court, pursuant to Code of Civil Procedure §1021.5 or any other
7 applicable theory, grant CEH its reasonable attorneys' fees and costs of suit; and

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

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11 Dated: July 26, 2010

Respectfully submitted,

12 LEXINGTON LAW GROUP

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16 Howard Hirsch
17 Attorneys for Plaintiff
18 CENTER FOR ENVIRONMENTAL HEALTH
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