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ENDORSED  
FILED  
San Francisco County Superior Court

MAR 09 2018

CLERK OF THE COURT  
BY: ROSSALY DE LA VEGA  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURISDICTION

ANTHONY E. HELD, PH.D., P.E.,

Plaintiff,

v.

INFINITE INNOVATIONS, INC.; URIAH  
PRODUCTS, LLC; and DOES 1-15, inclusive,

Defendants.

CGC-18-564903

Case No. \_\_\_\_\_

COMPLAINT FOR CIVIL PENALTIES  
AND INJUNCTIVE RELIEF

(Health & Safety Code § 25249.5 *et seq.*)

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1 including, but not limited to the *Uriah Products Hi-Low Voltage Checker, UA663170, UPC No. 8*  
2 *05089 66317 3*. All such alligator clips with cover materials containing DEHP are referred to,  
3 collectively, hereinafter as the "PRODUCTS."

4 7. Defendants' failure to warn consumers in the State of California of the health  
5 hazards associated with exposures to DEHP in conjunction with defendants' sales of the  
6 PRODUCTS are violations of Proposition 65, and subject defendants, and each of them, to  
7 enjoinder of such conduct as well as civil penalties for each violation. Health & Safety Code  
8 §§ 25249.7(a) & (b)(1).

9 8. For defendants' violations of Proposition 65, plaintiff seeks preliminary and  
10 permanent injunctive relief to compel defendants to provide consumers of the PRODUCTS with  
11 the required warning regarding the health hazards associated with exposures to DEHP. Health  
12 & Safety Code § 25249.7(a).

13 9. Pursuant to Health and Safety Code § 25249.7(b), plaintiff also seeks civil  
14 penalties against defendants for their violations of Proposition 65.

### 15 PARTIES

16 10. Plaintiff ANTHONY E. HELD, PH.D., P.E. is a citizen of the State of California  
17 who is dedicated to protecting the health of California citizens through the elimination or  
18 reduction of toxic exposures from consumer products; and he brings this action in the public  
19 interest pursuant to Health and Safety Code § 25249.7(d).

20 11. Defendant INFINITE INNOVATIONS, INC. ("INFINITE INNOVATIONS") is  
21 a person in the course of doing business within the meaning of Health and Safety Code §§  
22 25249.6 and 25249.11.

23 12. INFINITE INNOVATIONS manufactures, imports, distributes, sells, and/or offers  
24 the PRODUCTS for sale or use in the State of California, or implies by its conduct that it  
25 manufactures, imports, distributes, sells, and/or offers the PRODUCTS for sale or use in the  
26 State of California.

1           13. Defendant URIAH PRODUCTS, LLC ("URIAH PRODUCTS") is a person in the  
2 course of doing business within the meaning of Health and Safety Code §§ 25249.6 and  
3 25249.11.

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

8           15. Defendants DOES 1-5 ("MANUFACTURER DEFENDANTS") are each a  
9 person in the course of doing business within the meaning of Health and Safety Code §§  
10 25249.6 and 25249.11.

11           16. MANUFACTURER DEFENDANTS, and each of them, research, test, design,  
12 assemble, fabricate, and manufacture, or each implies by its conduct that it researches, tests,  
13 designs, assembles, fabricates, and manufactures one or more of the PRODUCTS offered for  
14 sale or use in California.

15           17. Defendants DOES 6-10 ("DISTRIBUTOR DEFENDANTS") are each a person in  
16 the course of doing business within the meaning of Health and Safety Code §§ 25249.6 and  
17 25249.11.

18           18. DISTRIBUTOR DEFENDANTS, and each of them, distribute, exchange,  
19 transfer, process, and transport one or more of the PRODUCTS to individuals, businesses, or  
20 retailers for sale or use in the State of California, or each implies by its conduct that it  
21 distributes, exchanges, transfers, processes, and transports one or more of the PRODUCTS to  
22 individuals, businesses, or retailers for sale or use in the State of California.

23           19. Defendants DOES 11-15 ("RETAILER DEFENDANTS") are each a person in  
24 the course of doing business within the meaning of Health and Safety Code §§ 25249.6 and  
25 25249.11.

26           20. RETAILER DEFENDANTS, and each of them, offer the PRODUCTS for sale to  
27 individuals in the State of California.  
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21. At this time, the true names of defendants DOES 1 through 150, inclusive, are unknown to plaintiff, who, therefore, sues said defendants by their fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named defendants is responsible for the acts and occurrences alleged herein. When ascertained, their true names shall be reflected in an amended complaint.

22. INFINITE INNOVATIONS, URIAH PRODUCTS, MANUFACTURER DEFENDANTS, DISTRIBUTOR DEFENDANTS, and RETAILER DEFENDANTS shall hereinafter, where appropriate, be referred to collectively as the “DEFENDANTS.”

### VENUE AND JURISDICTION

23. Venue is proper in the Superior Court for the County of San Francisco pursuant to Code of Civil Procedure §§ 393, 395, and 395.5, because this Court is a court of competent jurisdiction, because plaintiff seeks civil penalties against DEFENDANTS, because one or more instances of wrongful conduct occurred, and continue to occur, in this county, and/or because DEFENDANTS conducted, and continue to conduct, business in San Francisco with respect to the PRODUCTS.

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

25. The California Superior Court has jurisdiction over DEFENDANTS based on plaintiff's information and good faith belief that DEFENDANTS are each a person, firm, corporation or association that is a citizen of the State of California, has sufficient minimum contacts in the State of California, and/or otherwise purposefully avails itself of the California market. DEFENDANTS' purposeful availment renders the exercise of personal jurisdiction by California courts consistent with traditional notions of fair play and substantial justice.

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1 under Proposition 65 to enforce the alleged violations that are the subject of plaintiff's notice of  
2 violation.

3 32. The PRODUCTS that DEFENDANTS manufacture, import, distribute, sell, and  
4 offer for sale or use in California cause exposures to DEHP as a result of the reasonably  
5 foreseeable use of the PRODUCTS. Such exposures caused by DEFENDANTS and endured by  
6 consumers in California are not exempt from the "clear and reasonable" warning requirements  
7 of Proposition 65, yet DEFENDANTS provide no clear & reasonable warning. DEFENDANTS  
8 violations as alleged herein have been ongoing since at least November 20, 2014.

9 33. DEFENDANTS knew or should have known that the PRODUCTS they  
10 manufacture, import, distribute, sell, and offer for sale in California contain DEHP.

11 34. DEHP is present in or on the PRODUCTS in such a way as to expose consumers  
12 through dermal contact and/or ingestion during reasonably foreseeable use.

13 35. The normal and reasonably foreseeable use of the PRODUCTS has caused, and  
14 continues to cause, consumer exposures to DEHP, as defined by title 27 of the California Code  
15 of Regulations, § 25602(b).

16 36. DEFENDANTS know that the normal and reasonably foreseeable use of the  
17 PRODUCTS exposes individuals to DEHP through dermal contact and/or ingestion.

18 37. DEFENDANTS intend that exposures to DEHP from the reasonably foreseeable  
19 use of the PRODUCTS will occur by their deliberate, non-accidental participation in the  
20 manufacture, importation, distribution, sale, and offering of the PRODUCTS for sale or use to  
21 consumers in California.

22 38. DEFENDANTS failed to provide a "clear and reasonable warning" to those  
23 consumers in California who have been, or who will be, exposed to DEHP through dermal  
24 contact and/or ingestion resulting from their use of the PRODUCTS.

25 39. Contrary to the express policy and statutory prohibition of Proposition 65 enacted  
26 directly by California voters, consumers exposed to DEHP through dermal contact and/or  
27 ingestion as a result of their use of the PRODUCTS that DEFENDANTS sold without a "clear  
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1 and reasonable" health hazard warning, have suffered, and continue to suffer, irreparable harm  
2 for which they have no plain, speedy, or adequate remedy at law.

3 40. Pursuant to Health and Safety Code § 25249.7(b), as a consequence of the above-  
4 described acts, DEFENDANTS, and each of them, are liable for a maximum civil penalty of  
5 \$2,500 per day for each violation.

6 41. As a consequence of the above-described acts, Health and Safety Code  
7 § 25249.7(a) also specifically authorizes the Court to grant injunctive relief against  
8 DEFENDANTS

9 **PRAYER FOR RELIEF**

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

11 1. That the Court, pursuant to Health and Safety Code § 25249.7(b), assess civil  
12 penalties against DEFENDANTS, and each of them, in the amount of \$2,500 per day for each  
13 violation;

14 2. That the Court, pursuant to Health and Safety Code § 25249.7(a), preliminarily  
15 and permanently enjoin DEFENDANTS from manufacturing, distributing, or offering the  
16 PRODUCTS for sale or use in California without first providing a "clear and reasonable  
17 warning" in accordance with title 27 of the California Code of Regulations, § 25601 *et seq.*,  
18 regarding the harms associated with exposures to DEHP;

19 3. That the Court, pursuant to Health and Safety Code § 25249.7(a), issue  
20 preliminary and permanent injunctions mandating that DEFENDANTS recall all PRODUCTS  
21 currently in the chain of commerce in California without a "clear and reasonable warning" as  
22 defined by California Code of Regulations title 27, § 25601 *et seq.*;

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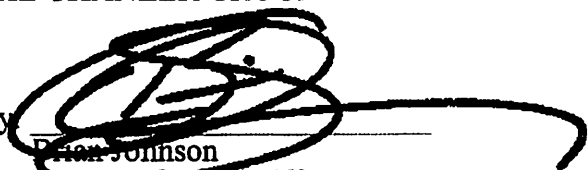


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4. That the Court grant plaintiff his reasonable attorneys' fees and costs of suit; and
5. That the Court grant such other and further relief as may be just and proper.

Dated: March 8, 2018

Respectfully submitted,  
THE CHANLER GROUP

By   
Brian Johnson  
Attorneys for Plaintiff  
ANTHONY E. HELD, PH.D., P.E.