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ENDORSED  
FILED  
ALAMEDA COUNTY

SEP 06 2019

CLERK OF THE SUPERIOR COURT  
By DEBRA FURTADO  
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

RG 19034033

10 CONSUMER ADVOCACY GROUP, INC.,  
11 in the public interest,

12 Plaintiff,

13 v.

14 ROSS STORES, INC. dba DD's  
15 DISCOUNTS a Delaware Corporation;  
16 ROSS DRESS FOR LESS, INC., a Virginia  
17 Corporation;  
18 ROSS PROCUREMENT, INC., a Delaware  
19 Corporation;  
20 NAXA ELECTRONICS, INC., a California  
21 Corporation;  
22 PERFECT IMAGE, LLC, a New York  
23 Limited Liability Company;  
24 and DOES 1-20;

25 Defendants.

CASE NO.

COMPLAINT FOR PENALTY AND  
INJUNCTION

Violation of Proposition 65, the Safe  
Drinking Water and Toxic Enforcement  
Act of 1986 (*Health & Safety Code*, §  
25249.5, *et seq.*)

ACTION IS AN UNLIMITED CIVIL  
CASE (exceeds \$25,000)

26 Plaintiff CONSUMER ADVOCACY GROUP, INC. alleges a cause of action against  
27 defendants ROSS STORES, INC. dba DD's DISCOUNTS, ROSS DRESS FOR LESS, INC.,  
28 ROSS PROCUREMENT, INC., NAXA ELECTRONICS, INC., PERFECT IMAGE, LLC, and  
DOES 1-20 as follows:

**THE PARTIES**

1. Plaintiff CONSUMER ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") is an organization qualified to do business in the State of California. CAG is a person within the meaning of Health and Safety Code section 25249.11, subdivision (a). CAG, acting as a private attorney general, brings this action in the public interest as defined under Health and Safety Code section 25249.7, subdivision (d).
2. Defendant ROSS STORES, INC. dba DD's DISCOUNTS ("ROSS") is a Delaware Corporation, qualified to do business and doing business in the State of California at all relevant times herein.
3. Defendant ROSS DRESS FOR LESS, INC. ("ROSS DRESS") is a Virginia Corporation, qualified to do business and doing business in the State of California at all relevant times herein.
4. Defendant ROSS PROCUREMENT, INC. ("PROCUREMENT") is a Delaware Corporation, qualified to do business and doing business in the State of California at all relevant times herein.
5. Defendant NAXA ELECTRONICS, INC. ("NAXA") is a California Corporation, qualified to do business and doing business in the State of California at all relevant times herein.
6. Defendant PERFECT IMAGE, LLC ("PERFECT IMAGE") is a New York Limited Liability Company, doing business in the State of California at all relevant times herein.
7. Plaintiff is presently unaware of the true names and capacities of defendants DOES 1-20, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed, believes, and thereon alleges that each fictitiously named defendant is responsible in some manner for the occurrences herein alleged and the damages caused thereby.

- 1 8. At all times mentioned herein, the term "Defendants" includes ROSS, ROSS DRESS,  
2 PROCUREMENT, NAXA, PERFECT IMAGE, and DOES 1-20.
- 3 9. Plaintiff is informed and believes, and thereon alleges that each of the Defendants at all  
4 times mentioned herein have conducted business within the State of California.
- 5 10. Upon information and belief, at all times relevant to this action, each of the Defendants,  
6 including DOES 1-20, was an agent, servant, or employee of each of the other  
7 Defendants. In conducting the activities alleged in this Complaint, each of the Defendants  
8 was acting within the course and scope of this agency, service, or employment, and was  
9 acting with the consent, permission, and authorization of each of the other Defendants.  
10 All actions of each of the Defendants alleged in this Complaint were ratified and  
11 approved by every other Defendant or their officers or managing agents. Alternatively,  
12 each of the Defendants aided, conspired with and/or facilitated the alleged wrongful  
13 conduct of each of the other Defendants.
- 14 11. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each of the  
15 Defendants was a person doing business within the meaning of Health and Safety Code  
16 section 25249.11, subdivision (b), and that each of the Defendants had ten (10) or more  
17 employees at all relevant times.

### 18 JURISDICTION

- 19 12. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article  
20 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except  
21 those given by statute to other trial courts. This Court has jurisdiction over this action  
22 pursuant to Health and Safety Code section 25249.7, which allows enforcement of  
23 violations of Proposition 65 in any Court of competent jurisdiction.
- 24 13. This Court has jurisdiction over Defendants named herein because Defendants either  
25 reside or are located in this State or are foreign corporations authorized to do business in  
26 California, are registered with the California Secretary of State, or who do sufficient  
27 business in California, have sufficient minimum contacts with California, or otherwise  
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1 intentionally avail themselves of the markets within California through their manufacture,  
2 distribution, promotion, marketing, or sale of their products within California to render  
3 the exercise of jurisdiction by the California courts permissible under traditional notions  
4 of fair play and substantial justice.

- 5 14. Venue is proper in the County of Alameda because one or more of the instances of  
6 wrongful conduct occurred, and continues to occur, in the County of Alameda and/or  
7 because Defendants conducted, and continue to conduct, business in the County of  
8 Alameda with respect to the consumer product that is the subject of this action.

9 **BACKGROUND AND PRELIMINARY FACTS**

- 10 15. In 1986, California voters approved an initiative to address growing concerns about  
11 exposure to toxic chemicals and declared their right "[t]o be informed about exposures to  
12 chemicals that cause cancer, birth defects, or other reproductive harm." Ballot Pamp.,  
13 Proposed Law, Gen. Elec. (Nov. 4, 1986) at p. 3. The initiative, The Safe Drinking  
14 Water and Toxic Enforcement Act of 1986, codified at Health and Safety Code sections  
15 25249.5, *et seq.* ("Proposition 65"), helps to protect California's drinking water sources  
16 from contamination, to allow consumers to make informed choices about the products  
17 they buy, and to enable persons to protect themselves from toxic chemicals as they see  
18 fit.

- 19 16. Proposition 65 requires the Governor of California to publish a list of chemicals known to  
20 the state to cause cancer, birth defects, or other reproductive harm. *Health & Safety Code*  
21 § 25249.8. The list, which the Governor updates at least once a year, contains over 700  
22 chemicals and chemical families. Proposition 65 imposes warning requirements and  
23 other controls that apply to Proposition 65-listed chemicals.

- 24 17. All businesses with ten (10) or more employees that operate or sell products in California  
25 must comply with Proposition 65. Under Proposition 65, businesses are: (1) prohibited  
26 from knowingly discharging Proposition 65-listed chemicals into sources of drinking  
27 water (*Health & Safety Code* § 25249.5), and (2) required to provide "clear and  
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reasonable" warnings before exposing a person, knowingly and intentionally, to a Proposition 65-listed chemical (*Health & Safety Code* § 25249.6).

18. Proposition 65 provides that any person "violating or threatening to violate" the statute may be enjoined in any court of competent jurisdiction. *Health & Safety Code* § 25249.7.

"Threaten to violate" means "to create a condition in which there is a substantial probability that a violation will occur." *Health & Safety Code* § 25249.11(e).

Defendants are also liable for civil penalties of up to \$2,500.00 per day per violation, recoverable in a civil action. *Health & Safety Code* § 25249.7(b).

19. Plaintiff identified certain practices of manufacturers and distributors of DEHP products of exposing, knowingly and intentionally, persons in California to the Proposition 65-listed chemicals of such products without first providing clear and reasonable warnings of such to the exposed persons prior to the time of exposure. Plaintiff later discerned that Defendants engaged in such practice.

20. On January 1, 1988, the Governor of California added Di(2-ethylhexyl)phthalate ("DEHP") to the list of chemicals known to the State to cause cancer (*Cal. Code Regs.* tit. 27, § 27001(b)). Pursuant to Health and Safety Code sections 25249.9 and 25249.10, twenty (20) months after addition of DEHP to the list of chemicals known to the State to cause cancer, DEHP became fully subject to Proposition 65 warning requirements and discharge prohibitions.

21. On October 24, 2003, the Governor of California added DEHP to the list of chemicals known to the State to cause reproductive and developmental toxicity (*Cal. Code Regs.* tit. 27, § 27001(c)). Pursuant to Health and Safety Code sections 25249.9 and 25249.10, twenty (20) months after addition of DEHP to the list of chemicals known to the State to cause reproductive and developmental toxicity, DEHP became fully subject to Proposition 65 warning requirements and discharge prohibitions.

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**SATISFACTION OF PRIOR NOTICE**

22. On or about December 21, 2018, Plaintiff gave notice (AG# 2018-02327) of alleged violations of Health and Safety Code section 25249.6, concerning consumer products exposures, subject to a private action to ROSS, ROSS DRESS, PROCUREMENT, and to the California Attorney General, County District Attorneys, and City Attorneys for each city containing a population of at least 750,000 people in whose jurisdictions the violations allegedly occurred, concerning the product Planner Notebook.
23. On or about May 22, 2019, Plaintiff gave notice (AG#2019-01029) of alleged violations of Health and Safety Code section 25249.6, concerning consumer products exposures, subject to a private action to ROSS, ROSS DRESS, and to the California Attorney General, County District Attorneys, and City Attorneys for each city containing a population of at least 750,000 people in whose jurisdictions the violations allegedly occurred, concerning the product Backpack with Polymer Components.
24. On or about June 17, 2019, Plaintiff gave notice (AG#2019-01167) of alleged violations of Health and Safety Code section 25249.6, concerning consumer products exposures, subject to a private action to ROSS, NAXA, and to the California Attorney General, County District Attorneys, and City Attorneys for each city containing a population of at least 750,000 people in whose jurisdictions the violations allegedly occurred, concerning the product Headphones.
25. On or about June 17, 2019, Plaintiff gave notice (AG#2019-01166) of alleged violations of Health and Safety Code section 25249.6, concerning consumer products exposures, subject to a private action to ROSS, ROSS DRESS, PERFECT IMAGE, and to the California Attorney General, County District Attorneys, and City Attorneys for each city containing a population of at least 750,000 people in whose jurisdictions the violations allegedly occurred, concerning the product Dual Compartment Clear Handbag with Polymer Components.

1 26. Before sending the notices of alleged violation, Plaintiff investigated the consumer  
2 products involved, the likelihood that such products would cause users to suffer  
3 significant exposures to DEHP, and the corporate structure of each of the Defendants.

4 27. Plaintiff's notice of alleged violation included a Certificate of Merit executed by the  
5 attorney for the noticing party, CAG. The Certificate of Merit stated that the attorney for  
6 Plaintiff who executed the certificate had consulted with at least one person with relevant  
7 and appropriate expertise who reviewed data regarding the exposures to DEHP, the  
8 subject Proposition 65-listed chemical of this action. Based on that information, the  
9 attorney for Plaintiff who executed the Certificate of Merit believed there was a  
10 reasonable and meritorious case for this private action. The attorney for Plaintiff attached  
11 to the Certificate of Merit served on the Attorney General the confidential factual  
12 information sufficient to establish the basis of the Certificate of Merit.

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

16 29. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff  
17 gave notices of the alleged violations to ROSS, ROSS DRESS, PROCUREMENT,  
18 NAXA, PERFECT IMAGE, and the public prosecutors referenced in Paragraph 23-26.

19 30. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General, nor  
20 any applicable district attorney or city attorney has commenced and is diligently  
21 prosecuting an action against the Defendants.

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1 **FIRST CAUSE OF ACTION**

2 (By CONSUMER ADVOCACY GROUP, INC. and against ROSS, ROSS DRESS,  
3 ROSS PROCUREMENT, and DOES 1-5 for Violations of Proposition 65, The Safe  
4 Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code*, §§  
5 25249.5, *et seq.*))

6 **Office and School Supplies**

7 31. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
8 reference paragraphs 1 through 30 of this complaint as though fully set forth herein.  
9 Each of the alleged defendants are, and at all times mentioned herein was, a  
10 manufacturer, distributor, promoter, or retailer of Planner Notebook ("Notebook"),  
11 including but not limited to "Live Simply Love Generously Serve Faithfully Pray Daily";  
12 "2018-2019 Weekly Planner"; "SKU 400177795080"; Manufactured for and Distributed  
13 by EAI New York, NY 10016"; "Made in China."

14 32. Notebook contains DEHP.

15 33. Defendants knew or should have known that DEHP has been identified by the State of  
16 California as a chemical known to cause cancer and reproductive and developmental  
17 toxicity and therefore was subject to Proposition 65 warning requirements. Defendants  
18 were also informed of the presence of DEHP in Notebook within Plaintiff's notice of  
19 alleged violations further discussed above at Paragraph 22.

20 34. Plaintiff's allegations regarding Notebook concerns "[c]onsumer products exposure[s],"  
21 which "is an exposure that results from a person's acquisition, purchase, storage,  
22 consumption, or other reasonably foreseeable use of a consumer good, or any exposure  
23 that results from receiving a consumer service." *Cal. Code Regs.* tit. 27, § 25602(b).  
24 Notebook is a consumer product, and, as mentioned herein, exposures to DEHP took  
25 place as a result of such normal and foreseeable consumption and use.

26 35. Plaintiff is informed, believes, and thereon alleges that between December 21, 2015 and  
27 the present, each of the Defendants knowingly and intentionally exposed California  
28 consumers and users of Notebook, which Defendants manufactured, distributed, or sold  
as mentioned above, to DEHP, without first providing any type of clear and reasonable



1 warning of such to the exposed persons before the time of exposure. Defendants have  
2 distributed and sold Notebook in California. Defendants know and intend that California  
3 consumers will use and consume Notebook, thereby exposing them to DEHP.

4 Defendants thereby violated Proposition 65.

5 36. The principal routes of exposure are through dermal contact, ingestion and inhalation.

6 Persons sustain exposures by handling Notebook without wearing gloves or any other  
7 personal protective equipment, or by touching bare skin or mucous membranes with  
8 gloves after handling Notebook, as well as through direct and indirect hand to mouth  
9 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
10 Notebook.

11 37. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of

12 Proposition 65 as to Notebook have been ongoing and continuous to the date of the  
13 signing of this complaint, as Defendants engaged and continue to engage in conduct  
14 which violates Health and Safety Code section 25249.6, including the manufacture,  
15 distribution, promotion, and sale of Notebook, so that a separate and distinct violation of  
16 Proposition 65 occurred each and every time a person was exposed to DEHP by  
17 Notebook as mentioned herein.

18 38. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65

19 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
20 violations alleged herein will continue to occur into the future.

21 39. Based on the allegations herein, Defendants are liable for civil penalties of up to

22 \$2,500.00 per day per individual exposure to DEHP from Notebook, pursuant to Health  
23 and Safety Code section 25249.7(b).

24 40. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
25 filing this Complaint.

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1 **SECOND CAUSE OF ACTION**

2 **(By CONSUMER ADVOCACY GROUP, INC. and against ROSS, ROSS DRESS,**  
3 **and DOES 6-10 for Violations of Proposition 65, The Safe Drinking Water and**  
4 **Toxic Enforcement Act of 1986 (*Health & Safety Code*, §§ 25249.5, *et seq.*))**

5 **Backpack with Polymer Components**

- 6 41. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
7 reference paragraphs 1 through 40 of this complaint as though fully set forth herein.  
8 Each of the alleged defendants are, and at all times mentioned herein was, a  
9 manufacturer, distributor, promoter, or retailer of Backpacks with Polymer Components  
10 ("Backpacks"), including but not limited to "Black backpack with dual zippers. "SKU  
11 400191364972"; "Bottari USA"; "JH102-Black"; Designed in USA, Made in China."  
12 42. Backpacks contain DEHP.  
13 43. Defendants knew or should have known that DEHP has been identified by the State of  
14 California as a chemical known to cause cancer and reproductive and developmental  
15 toxicity and therefore was subject to Proposition 65 warning requirements. Defendants  
16 were also informed of the presence of DEHP in Backpack within Plaintiff's notice of  
17 alleged violations further discussed above at Paragraph 23.  
18 44. Plaintiff's allegations regarding Backpacks concerns "[c]onsumer products exposure[s],"  
19 which "is an exposure that results from a person's acquisition, purchase, storage,  
20 consumption, or other reasonably foreseeable use of a consumer good, or any exposure  
21 that results from receiving a consumer service." *Cal. Code Regs. tit. 27, § 25602(b)*.  
22 Backpacks are consumer products, and, as mentioned herein, exposures to DEHP took  
23 place as a result of such normal and foreseeable consumption and use.  
24 45. Plaintiff is informed, believes, and thereon alleges that between May 22, 2016 and the  
25 present, each of the Defendants knowingly and intentionally exposed California  
26 consumers and users of Backpacks, which Defendants manufactured, distributed, or sold  
27 as mentioned above, to DEHP, without first providing any type of clear and reasonable  
28 warning of such to the exposed persons before the time of exposure. Defendants have

distributed and sold Backpacks in California. Defendants know and intend that California consumers will use and consume Backpacks, thereby exposing them to DEHP. Defendants thereby violated Proposition 65.

46. The principal routes of exposure are through dermal contact, ingestion and inhalation. Persons sustain exposures by handling Backpacks without wearing gloves or any other personal protective equipment, or by touching bare skin or mucous membranes with gloves after handling Backpacks, as well as through direct and indirect hand to mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed from Backpacks.

47. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of Proposition 65 as to Backpacks have been ongoing and continuous to the date of the signing of this complaint, as Defendants engaged and continue to engage in conduct which violates Health and Safety Code section 25249.6, including the manufacture, distribution, promotion, and sale of Backpacks, so that a separate and distinct violation of Proposition 65 occurred each and every time a person was exposed to DEHP by Backpacks as mentioned herein.

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

49. Based on the allegations herein, Defendants are liable for civil penalties of up to \$2,500.00 per day per individual exposure to DEHP from Backpacks, pursuant to Health and Safety Code section 25249.7(b).

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

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1 **THIRD CAUSE OF ACTION**

2 **(By CONSUMER ADVOCACY GROUP, INC. and against ROSS, NAXA, and**  
3 **DOES 11-15 for Violations of Proposition 65, The Safe Drinking Water and Toxic**  
4 **Enforcement Act of 1986 (*Health & Safety Code*, §§ 25249.5, *et seq.*))**

5 **Headphones**

- 6 51. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
7 reference paragraphs 1 through 50 of this complaint as though fully set forth herein.  
8 Each of the alleged defendants are, and at all times mentioned herein was, a  
9 manufacturer, distributor, promoter, or retailer of Headphones, including but not limited  
10 to "naxa;" "THE NEW GENERATION IN TECHNOLOGY;" "METRO GO  
11 WIRELESS HEADPHONES;" "Bluetooth WIRELESS;" "dd's DISCOUNTS;"  
12 "400189585129;" "NAXA ELECTRONICS CORPORATION;" "MADE IN CHINA;"  
13 "M/D:3379-06-2017;" "NE-963 RED;" "www.naxa.com;" "8 40005 01203 1."  
14 52. Headphones contains DEHP.  
15 53. Defendants knew or should have known that DEHP has been identified by the State of  
16 California as a chemical known to cause cancer and reproductive and developmental  
17 toxicity and therefore was subject to Proposition 65 warning requirements. Defendants  
18 were also informed of the presence of DEHP in Headphones within Plaintiff's notice of  
19 alleged violations further discussed above at Paragraph 24.  
20 54. Plaintiff's allegations regarding Headphones concerns "[c]onsumer products  
21 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,  
22 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
23 exposure that results from receiving a consumer service." *Cal. Code Regs.* tit. 27, §  
24 25602(b). Headphones are consumer products, and, as mentioned herein, exposures to  
25 DEHP took place as a result of such normal and foreseeable consumption and use.  
26 55. Plaintiff is informed, believes, and thereon alleges that between June 17, 2016 and the  
27 present, each of the Defendants knowingly and intentionally exposed California  
28 consumers and users of Headphones, which Defendants manufactured, distributed, or

1 sold as mentioned above, to DEHP, without first providing any type of clear and  
2 reasonable warning of such to the exposed persons before the time of exposure.

3 Defendants have distributed and sold Headphones in California. Defendants know and  
4 intend that California consumers will use and consume Headphones, thereby exposing  
5 them to DEHP. Defendants thereby violated Proposition 65.

6 56. The principal routes of exposure are through dermal contact, ingestion and inhalation.

7 Persons sustain exposures by handling Headphones without wearing gloves or any other  
8 personal protective equipment, or by touching bare skin or mucous membranes with  
9 gloves after handling Headphones, as well as through direct and indirect hand to mouth  
10 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
11 Headphones.

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

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

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

25 60. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
26 filing this Complaint.  
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1 **FOURTH CAUSE OF ACTION**

2 **(By CONSUMER ADVOCACY GROUP, INC. and against ROSS, ROSS DRESS,**  
3 **PERFECT IMAGE and DOES 16-20 for Violations of Proposition 65, The Safe**  
4 **Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code*, §§**  
5 **25249.5, *et seq.*))**

6 **Dual Compartment Clear Handbags with Polymer Components**

7 61. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
8 reference paragraphs 1 through 60 of this complaint as though fully set forth herein.  
9 Each of the alleged defendants are, and at all times mentioned herein was, a  
10 manufacturer, distributor, promoter, or retailer of Dual Compartment Clear Handbag with  
11 Polymer Components ("Clear Handbags"), including but not limited to "Dual  
12 Compartment Clear Handbag with pink edging and straps. Dual compartment bag. SKU  
13 400188245062; "Perfect Image New York"; "Made in China."

14 62. Clear Handbags contain DEHP.

15 63. Defendants knew or should have known that DEHP has been identified by the State of  
16 California as a chemical known to cause cancer and reproductive and developmental  
17 toxicity and therefore was subject to Proposition 65 warning requirements. Defendants  
18 were also informed of the presence of DEHP in Clear Handbags within Plaintiff's notice  
19 of alleged violations further discussed above at Paragraph 25.

20 64. Plaintiff's allegations regarding Clear Handbag concerns "[c]onsumer products  
21 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,  
22 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
23 exposure that results from receiving a consumer service." *Cal. Code Regs.* tit. 27, §  
24 25602(b). Clear Handbags are consumer products, and, as mentioned herein, exposures  
25 to DEHP took place as a result of such normal and foreseeable consumption and use.

26 65. Plaintiff is informed, believes, and thereon alleges that between June 17, 2016 and the  
27 present, each of the Defendants knowingly and intentionally exposed California  
28 consumers and users of Clear Handbags, which Defendants manufactured, distributed, or  
sold as mentioned above, to DEHP, without first providing any type of clear and

1 reasonable warning of such to the exposed persons before the time of exposure.

2 Defendants have distributed and sold Clear Handbags in California. Defendants know  
3 and intend that California consumers will use and consume Clear Handbags, thereby  
4 exposing them to DEHP. Defendants thereby violated Proposition 65.

5 66. The principal routes of exposure are through dermal contact, ingestion and inhalation.

6 Persons sustain exposures by handling Clear Handbags without wearing gloves or any  
7 other personal protective equipment, or by touching bare skin or mucous membranes with  
8 gloves after handling Clear Handbags, as well as through direct and indirect hand to  
9 mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed  
10 from Clear Handbags.

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

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

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

24 70. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
25 filing this Complaint.

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

YERUSHALMI &amp; YERUSHALMI

Reuben Yeroushalmi  
Attorneys for Plaintiff,  
Consumer Advocacy Group, Inc.