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LAURENCE VINOCUR

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**FILED**

Superior Court of California,  
County of San Francisco

**02/08/2022**  
**Clerk of the Court**  
BY: KAREN VALDES  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

**CGC-22-598060**

UNLIMITED CIVIL JURISDICTION

LAURENCE VINOCUR,  
Plaintiff,  
v.  
AMAZON.COM, INC,  
Defendant.

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

**COMPLAINT FOR CIVIL PENALTIES  
AND INJUNCTIVE RELIEF**

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

1 **NATURE OF THE ACTION**

2 1. This Complaint is a representative action brought by plaintiff Laurence Vinocur in  
3 the public interest of California citizens to enforce the People’s right to be informed of certain  
4 health hazards caused by exposures to lead, a toxic chemical found in solid ingots (sometimes  
5 referred to as “lead bars”) (the Products). The Products are repackaged, produced, stored,  
6 distributed, shipped and/or sold online (sold) to California citizens by defendant Amazon.com,  
7 Inc. through, among other programs, “Amazon Warehouse,” Fulfillment by Amazon and third-  
8 party marketplace.

9 2. By this Complaint, plaintiff seeks to remedy defendant’s continuing failure to warn  
10 consumers and businesses not covered by California’s Occupational Safety Health Act, Labor  
11 Code §§6300 *et seq.* about the risks of exposure to lead in the Products offered for sale or use  
12 throughout the State of California. Individuals, consumers and businesses not covered by  
13 California’s Occupational Safety Health Act, Labor Code §§6300 *et seq.* who purchase, use or  
14 handle the Products are referred to hereinafter as “consumers.”

15 3. Defendant has knowledge of the lead contents of the Products which were and  
16 continue to be offered for purchase and/or transacted through amazon.com.

17 4. Under the Safe Drinking Water and Toxic Enforcement Act of 1986, codified at  
18 California Health & Safety Code §§25249.6 *et seq.* (Proposition 65), “[n]o person in the course of  
19 doing business shall knowingly and intentionally expose any individual to a chemical known to  
20 the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning  
21 to such individual...” Health & Safety Code §25249.6.

22 5. Pursuant to Proposition 65, on February 27, 1987, California identified and listed  
23 lead as a chemical known to cause birth defects and other reproductive harm. Lead became  
24 subject to the “clear and reasonable warning” requirements of the act one year later on February  
25 27, 1988. 27 Cal. Code Regs. §27001(b); Health & Safety Code §25249.8 and §25249.10(b).

26 6. Defendant imports, distributes, facilitates and/or otherwise offers for sale the  
27 Products without the mandated health hazard warning in California. The Products at issue are  
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1 limited by the description in footnote 1 below.<sup>1</sup> Products include the list of exemplar items shown  
2 in column one on Exhibit A. The immediate packaging of one of the Products is shown on Exhibit  
3 B.

4 7. Defendant's failure to warn consumers of the health hazards associated with  
5 exposures to lead in conjunction with defendant's sales of the Products are violations of  
6 Proposition 65 which subject defendant to enjoinder of such conduct as well as civil penalties for  
7 each violation. Health & Safety Code §25249.7(a) and (b)(1).

8 8. For defendant's violations and threatened violations of Proposition 65, plaintiff  
9 seeks preliminary and permanent injunctive relief to compel it to provide purchasers and users of  
10 the Products with the required warning regarding specific health hazards associated with  
11 exposures to lead. Health & Safety Code §25249.7(a).

12 9. Pursuant to Health & Safety Code §25249.7(b), plaintiff also seeks civil penalties  
13 against defendant for their violations of Proposition 65, some of which are ongoing.

14 **PARTIES**

15 10. Plaintiff Laurence Vinocur is a citizen of the State of California who is dedicated to  
16 protecting the health of California citizens through the elimination or reduction of toxic exposures  
17 from consumer, and he brings this action in the public interest pursuant to Health & Safety Code  
18 §25249.7(d).

19 11. Defendant AMAZON.COM, INC. (AMAZON) is a person in the course of doing  
20 business within the meaning of Health & Safety Code §§25249.6 and 25249.11.

21 12. AMAZON imports, distributes, sells, facilitates, and/or offers the Products for sale  
22 or use in the State of California, or implies by its conduct that it imports, distributes, facilitates for  
23 sale, sells, and/or offers the Products for sale or use in the State of California. AMAZON has  
24 offered (and, in many instances, continues to offer) for sale Products supplied to it by entities that  
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27 <sup>1</sup> The specific products covered by paragraph 6 of this complaint are limited to those items which reference the toxicant  
28 "lead" in: (i) the product's name; (ii) the product description or information referenced on the online display for the  
item when sold through an e-commerce platform; (iii) the search "filter," if any, used to market the products online; or  
(iv) the immediate product packaging or container by use of the name of the heavy metal or its element symbol, Pb.

1 are not subject to enforcement under Proposition 65 because: (i) they have less than ten employees  
2 during all relevant periods; or (ii) do not have an agent for process of service in California.  
3 Further, in some instances, the Products are shipped to California consumers either directly (or  
4 indirectly through an AMAZON fulfilment center in the United States) by exporters located in  
5 foreign countries without offices in the United States, after purchase at amazon.com.

6 **VENUE AND JURISDICTION**

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

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

16 15. The California Superior Court has jurisdiction over AMAZON based on plaintiff’s  
17 information and good faith belief that AMAZON are each a person, firm, corporation has a  
18 principal office or association that is a citizen of the State of California, has sufficient minimum  
19 contacts in the State of California, and/or otherwise purposefully avails itself of the California  
20 market. AMAZON’s purposeful availment renders the exercise of personal jurisdiction (specific,  
21 limited or both) by California courts consistent with traditional notions of fair play and substantial  
22 justice.

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of Proposition 65)**

3 16. Plaintiff realleges and incorporates by reference, as if fully set forth herein,  
4 Paragraphs 1 through 15, inclusive.

5 17. In enacting Proposition 65, in the preamble to the Safe Drinking Water and Toxic  
6 Enforcement Act of 1986, the People of California expressly declared their right “[t]o be informed  
7 about exposures to chemicals that cause cancer, birth defects, or other reproductive harm.”

8 18. Proposition 65 states, “[n]o person in the course of doing business shall knowingly  
9 and intentionally expose any individual to a chemical known to the state to cause cancer or  
10 reproductive toxicity without first giving clear and reasonable warning to such individual...”  
11 Health & Safety Code §25249.6.

12 19. On December 6, 2021, plaintiff served a 60-Day Notice of Violation (the Notice),  
13 together with the requisite certificates of merit, on AMAZON, the California Attorney General’s  
14 Office, and the requisite public enforcement agencies alleging that, as a result of AMAZON’s  
15 sales of the Products, consumers in California are being exposed to lead resulting from their  
16 reasonably foreseeable use of the Products, without them first receiving a “clear and reasonable  
17 warning” regarding the reproductive and developmental harms associated with such exposures, as  
18 required by Proposition 65. The Notice is limited to lead ingots as set forth in footnote 1 above.

19 20. AMAZON manufacture, import, distribute, facilitate for sale, sells, and/or offer the  
20 Products for sale or use in violation of Health & Safety Code §25249.6, and AMAZON’s  
21 violations have continued well beyond their receipt of plaintiff’s Notices. As such, AMAZON’s  
22 violations are ongoing and continuous in nature and, unless enjoined will continue in the future  
23 without any information or written answers that they will cease and desist until compliance is  
24 ensured.

25 21. After receiving plaintiff’s Notices, no public enforcement agency has commenced  
26 and diligently prosecuted a cause of action against AMAZON under Proposition 65 to enforce the  
27 alleged violations that are the subject of plaintiff’s Notices.

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1           22.     The Products that AMAZON manufacture, import, distribute, or offer for sale  
2 throughout the State of California cause exposures to lead as a result of the reasonably foreseeable  
3 use of the Products. Such exposures caused by AMAZON and endured by consumers in  
4 California who purchase, use or handle the Products are not exempt from the “clear and  
5 reasonable” warning requirements of Proposition 65, yet AMAZON does not provide compliant  
6 warnings for the reproductive toxicity of lead.

7           23.     AMAZON has actual knowledge that the Products they manufacture, import,  
8 distribute, sell, facilitate for sale or offer for sale in California contain lead.

9           24.     Lead is present in or on the Products in such a way as to expose consumers through  
10 dermal contact and/or ingestion during reasonably foreseeable use.

11          25.     The normal and reasonably foreseeable use of the Products has caused, and  
12 continues to cause, consumer product exposures to lead as defined by 27 California Code of  
13 Regulations §25600.1(e).

14          26.     AMAZON knows that the normal and reasonably foreseeable use of the Products  
15 exposes individuals to lead through dermal contact and/or ingestion.

16          27.     AMAZON intends that exposures to lead from the reasonably foreseeable use of the  
17 Products will occur by their deliberate, non-accidental participation in the manufacture,  
18 importation, distribution, sale, and offering of the Products for sale or use to consumers and others  
19 in California.

20          28.     AMAZON failed to provide a “clear and reasonable warning” to those consumers in  
21 California who have been, or who will be, exposed to lead resulting from their use of the Products.

22          29.     Contrary to the express policy and statutory prohibition of Proposition 65 enacted  
23 directly by California voters, consumers exposed to lead as a result of their use of the Products  
24 that AMAZON sold without a “clear and reasonable” health hazard warning, have suffered, and  
25 continue to suffer, irreparable harm for which they have no plain, speedy, or adequate remedy at  
26 law.

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

4 31. As a consequence of the above-described acts, Health & Safety Code §25249.7(a)  
5 also specifically authorizes the Court to grant injunctive relief against AMAZON.

6 **PRAYER FOR RELIEF**

7 Wherefore, plaintiff prays for judgment against AMAZON as follows:

8 1. That the Court, pursuant to Health & Safety Code §25249.7(b), assess civil  
9 penalties against AMAZON in the amount of \$2,500 per day for each violation;

10 2. That the Court, pursuant to Health & Safety Code §25249.7(a), preliminarily and  
11 permanently enjoin AMAZON from manufacturing, importing, distributing, or offering the  
12 Products for sale or use in California including at amazon.com without first providing a “clear and  
13 reasonable warning” regarding the harms associated with exposures to lead;

14 3. That the Court, pursuant to Health & Safety Code §25249.7(a), issue preliminary  
15 and permanent injunctions mandating that AMAZON recall all Products currently in the chain of  
16 commerce in California without a “clear and reasonable warning” as defined by 27 California  
17 Code of Regulations §25600 *et seq.*;

18 4. That the Court grant plaintiff his reasonable attorneys’ fees and costs of suit; and

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

20 Dated: February 8, 2022

Respectfully submitted,

21 CHANLER, LLC

22  
23 By:   
24 Clifford A. Chanler

**EXHIBIT A**

<i><b>Products</b></i>	<i><b>ASIN/Part#</b></i>	<i><b>Vendor/Supplier</b></i>
Pure Soft Lead Ingot, 1.00 pound <i>as Illustrated in <b>Exhibit B</b></i>	B00FT9VYCK; 0852665926504	RotoMetals
Pure Soft Lead Ingot, 1.00 pound	B00FT9VYCK; 0852665926504	Nebu Bay Products
Pure Soft Lead Ingot, 1.00 pound	B00FT9VYCK; 0852665926504	Apollo Distributing
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468 <i>as Illustrated in <b>Exhibit B</b></i>	B000G36APA; 56468	RotoMetals
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468	B000G36APA; 56468	Gatzies
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468	B000G36APA; 56468	U First Logistics
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468	B000G36APA; 56468	Juniper's
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468	B000G36APA; 56468	Team FTO Store
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468	B000G36APA; 56468	Champion Values
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468	B000G36APA; 56468	VirVentures
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468	B000G36APA; 56468	Factory Hardware Store
Solder Lead Ingot 5# Bar by Alpha Metals MfrPartNo 56468	B000G36APA; 56468	Ami Ventures



<i>Products</i>	<i>ASIN/Part#</i>	<i>Vendor/Supplier</i>
Steve's Gift Shoppe - 19.1 Pounds Lead Ingots - Casting Lead for fishing sinkers, Bullets, jewelry	B00P35W9YC; LB20	Nebu Bay Products
Stellar Pure Soft Clean Lead Ingot 10 Pounds	B08T1WCR21; 0709402342601; 10#	Stellar Fishing
( pack of 50 ) Lead Ingot bar casting reloading sinkers Range Lead, reef Fishing Sinkers. Lead High Density Golf Lead Tape, for Tennis and Fishing - Applied to the Clubhead to adjust swing weight	B084TSLMV9	MIGE LIANDONG STORE
Stellar Pure Soft Clean Lead Ingot 5 Pounds	B08T1F13TY; 0709402342595	Stellar Fishing
50% Tin 50% Lead Bar Solder (1 Lb Bars)	B00HRFXRRY; 615	Stortz Tools
Jiayouy 66% Tin 34% Lead Solder Bar for Electrical Repair Soldering Silver	B08HRQD6FJ;	Jiayouy
Chip Quik BARSN60PB40 Super Low Dross Solder Bar Sn60/Pb40 1lb (454g)	B07NNY76ZR; BARSN60PB40	Chip Quik
Chip Quik BARSN63PB37 Super Low Dross Solder Bar Sn63/Pb37 1lb (454g)	B07NNRJ8VJ; BARSN63PB37	Chip Quik

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**EXHIBIT B**

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