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Consumer Protection Group, LLC

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CONSUMER PROTECTION GROUP,
LLC, in the public interest,

PLAINTIFF,

v.

SIGNAL BRANDS, LLC; ROSS STORES,
INC; GUESS?, INC; AND DOES 1 TO 50

DEFENDANTS.

CASE NO. **24STCV09608**

**PLAINTIFF CONSUMER
PROTECTION GROUP, LLC'S
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.*)

UNLIMITED CIVIL
(Demand exceeds \$25,000)

Plaintiff CONSUMER PROTECTION GROUP, LLC alleges a cause of action against
SIGNAL BRANDS, LLC; ROSS STORES, INC; GUESS?, INC (“DEFENDANTS”).

THE PARTIES

1. Plaintiff, CONSUMER PROTECTION GROUP LLC (“Plaintiff” or “CPG”), is
an organization qualified to do business in the State of California. CPG is a person within the
meaning of Health and Safety Code section 25249.11, subdivision (a). CPG, acting as a private

1 attorney general, brings this action in the public interest as defined under Health and Safety
2 Code section 25249.7, subdivision (d).

3 2. Defendant, SIGNAL BRANDS, LLC (“Defendant” or “SIGNAL BRANDS”) is
4 a California Corporation and doing business in the State of California at all relevant
5 times herein.

6 3. Defendant, ROSS STORES, INC (“Defendant” or “ROSS”) is a Delaware
7 Corporation, doing business in the State of California at all relevant times herein.

8 4. Defendant, GUESS?, INC. (“Defendant” or “GUESS”) is a Delaware
9 Corporation, doing business in the State of California at all relevant times herein.

10 5. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
11 under the fictitious names DOES 1 through 50 but will seek leave of this Court to amend the
12 complaint and serve such fictitiously named Defendants once their names and capacities
13 become known.

14 6. Plaintiff is informed and believes, and thereon alleges that Defendant at all times
15 mentioned herein has conducted business within the State of California.

16 7. Upon information and belief, at all times relevant to this action, Defendant was
17 an agent, servant, or employee of the Defendant. In conducting the activities alleged in this
18 Complaint, Defendant was acting within the course and scope of this agency, service, or
19 employment, and was acting with the consent, permission, and authorization of the Defendant.

20 8. Plaintiff is informed, believes, and thereon alleges that at all relevant times the
21 Defendant was a person doing business within the meaning of Health and Safety Code section
22 25249.11, subdivision (b), and that the Defendant had ten (10) or more employees at all relevant
23 times.

24 **JURISDICTION**

25 9. The Court has jurisdiction over this lawsuit pursuant to California Constitution
26 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except
27 those given by statute to other trial courts. This Court has jurisdiction over this action pursuant
28

1 to Health and Safety Code section 25249.7, which allows enforcement of violations of
2 Proposition 65 in any Court of competent jurisdiction.

3 10. This Court has jurisdiction over Defendant named herein because Defendant
4 either resides or is located in this State or are foreign corporations authorized to do business in
5 California, are registered with the California Secretary of State, or who do sufficient business
6 in California, have sufficient minimum contacts with California, or otherwise intentionally avail
7 themselves of the markets within California through their manufacture, distribution, promotion,
8 marketing, or sale of their products within California to render the exercise of jurisdiction by
9 the California courts permissible under traditional notions of fair play and substantial justice.

10 11. Venue is proper in the County of Los Angeles because one or more of the
11 instances of wrongful conduct occurred, and continues to occur, in the County of Los Angeles
12 and/or because Defendant conducted, and continues to conduct, business in the County of Los
13 Angeles with respect to the consumer product that is the subject of this action.

14 **BACKGROUND AND PRELIMINARY FACTS**

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

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

1 19. On or about June 13, 2022, Plaintiff gave notice of alleged violations of Health
2 and Safety Code section 25249.6, concerning consumer product exposures, subject to a private
3 action to SIGNAL BRANDS, ROSS, and to the California Attorney General, County District
4 Attorneys, and City Attorneys for each County containing a population of at least 750,000
5 people in whose jurisdiction the violations allegedly occurred, concerning a Nine West Wallet
6 containing high amounts of DINP.

7 20. Before sending the notices of alleged violations, Plaintiff investigated the
8 consumer products involved, the likelihood that such products would cause users to suffer
9 significant exposures to DINP, and the corporate structure of the Defendant.

10 21. Plaintiff's notices of alleged violations included a Certificate of Merit executed
11 by the attorney for the noticing party, CPG. The Certificate of Merit stated that the attorney for
12 Plaintiff who executed the certificate had consulted with at least one person with relevant and
13 appropriate expertise who reviewed data regarding the exposures to DINP, the subject
14 Proposition 65-listed chemicals of this action. Based on that information, the attorney for
15 Plaintiff who executed the Certificate of Merit believed there was a reasonable and meritorious
16 case for this private action. The attorney for Plaintiff attached to the Certificate of Merit served
17 on the Attorney General the confidential factual information sufficient to establish the basis of
18 the Certificate of Merit.

19 22. Plaintiff's notice of alleged violation also included a Certificate of Service and a
20 document titled "The Safe Drinking Water & Toxic Enforcement Act of 1986 (Proposition 65)
21 A Summary." *Health & Safety Code* § 25249.7(d).

22 23. Plaintiff is commencing this action more than sixty (60) days from the dates that
23 Plaintiff gave notices of the alleged violation to the Defendants and the public prosecutors
24 referenced in Paragraphs 18 and 19.

25 24. Plaintiff is informed, believes, and thereon alleges that neither the Attorney
26 General, nor any applicable district attorney or city attorney has commenced and is diligently
27 prosecuting an action against the Defendant.

1 **FIRST CAUSE OF ACTION**

2 (By CONSUMER PROTECTION GROUP, LLC against
3 SIGNAL BRANDS, LLC, GUESS? INC., and DOES 1-50
4 for Violations of Proposition 65,
5 The Safe Drinking Water and Toxic Enforcement Act of 1986
6 (*Health & Safety Code*, §§ 25249.5, *et seq.*)

7 **CLUTCH**

8 25. Plaintiff repeats and incorporates by reference paragraphs 1 through 24 of this
9 complaint as though fully set forth herein. The Defendants are and at all times mentioned
10 herein was a manufacturer and/or supplier of the Clutch (“Clutch”).

11 26. Plaintiff is informed, believes, and thereon alleges that the Clutch
12 contains DINP.

13 27. Defendant knew or should have known that Clutch has been identified by the
14 State of California as a chemical known to cause Cancer, developmental toxicity, female
15 reproductive toxicity, and male reproductive toxicity and therefore was subject to Proposition
16 65 warning requirements. Defendant was also informed of the presence of DINP in the Clutch
17 within Plaintiff’s notice of alleged violations further discussed above at Paragraph 18.

18 28. Plaintiff’s allegations regarding the Clutch concerning “[c]onsumer products
19 exposure[s],” 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 that
21 results from receiving a consumer service.” *Cal. Code Regs.* tit. 27, § 25602(b). The Clutch is
22 a consumer product, and, as mentioned herein, exposures to DINP took place as a result of such
23 normal and foreseeable consumption and use.

24 29. Plaintiff is informed, believes, and thereon alleges that between May 8, 2020,
25 and the present, Defendant knowingly and intentionally exposed California consumers and
26 users of the Clutch, which Defendant manufactured, distributed, or sold as mentioned above, to
27 DINP, without first providing any type of clear and reasonable warning of such to the exposed
28 persons before the time of exposure. Defendant has distributed and sold the Clutch in

1 California. Defendant knows and intends that California consumers will use and consume the
2 Clutch, thereby exposing them to DINP. Defendant thereby violated Proposition 65.

3 30. The principal routes of exposure with regard to the Clutch are and were through
4 dermal contact and ingestion. Persons sustain exposures by handling or otherwise using the
5 Clutch with bare skin, without wearing gloves, or by touching bare skin or mucous membranes
6 with the Clutch, as well as through direct and indirect hand to mouth contact, hand to food to
7 mouth, direct contact to food then to mouth, hand to mucous membrane.

8 31. Plaintiff is informed, believes, and thereon alleges that each of Defendant's
9 violations of Proposition 65 as to the Clutch have been ongoing and continuous to the date of
10 the signing of this complaint, as Defendant engaged and continue to engage in conduct which
11 violates Health and Safety Code section 25249.6, including the manufacture, distribution,
12 promotion, and sale of the Clutch, so that a separate and distinct violation of Proposition 65
13 occurred each and every time a person was exposed to DINP by the Clutch as mentioned herein.

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

17 33. Based on the allegations herein, Defendant is liable for civil penalties of up to
18 \$2,500.00 per day per individual exposure to DINP from the Clutch pursuant to Health and
19 Safety Code section 25249.7(b).

20 34. In the absence of equitable relief, the general public will continue to be
21 involuntarily exposed to Clutch that are contained in the Clutch, creating a substantial risk of
22 irreparable harm. Thus, by committing the acts alleged herein, Defendant has caused irreparable
23 harm for which there is no plain, speedy, or adequate remedy at law.

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

1 **SECOND CAUSE OF ACTION**

2 (By CONSUMER PROTECTION GROUP, LLC against
3 SIGNAL BRANDS, LLC, ROSS STORES, INC., and DOES 1-50
4 for Violations of Proposition 65,
5 The Safe Drinking Water and Toxic Enforcement Act of 1986
6 (*Health & Safety Code*, §§ 25249.5, *et seq.*)

7 **NINE WEST WALLET**

8 36. Plaintiff repeats and incorporates by reference paragraphs 1 through 35 of this
9 complaint as though fully set forth herein. The Defendants are and at all times mentioned
10 herein was a manufacturer and/or supplier of the Nine West Wallet (“Wallet”).

11 37. Plaintiff is informed, believes, and thereon alleges that the Wallet
12 contains DINP.

13 38. Defendant knew or should have known that Wallet has been identified by the
14 State of California as a chemical known to cause Cancer, developmental toxicity, female
15 reproductive toxicity, and male reproductive toxicity and therefore was subject to Proposition
16 65 warning requirements. Defendant was also informed of the presence of DINP in the Wallet
17 within Plaintiff’s notice of alleged violations further discussed above at Paragraph 18.

18 39. Plaintiff’s allegations regarding the Wallet concerning “[c]onsumer products
19 exposure[s],” 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 that
21 results from receiving a consumer service.” *Cal. Code Regs.* tit. 27, § 25602(b). The Wallet is
22 a consumer product, and, as mentioned herein, exposures to DINP took place as a result of such
23 normal and foreseeable consumption and use.

24 40. Plaintiff is informed, believes, and thereon alleges that between May 8, 2020,
25 and the present, Defendant knowingly and intentionally exposed California consumers and
26 users of the Wallet, which Defendant manufactured, distributed, or sold as mentioned above, to
27 DINP, without first providing any type of clear and reasonable warning of such to the exposed
28 persons before the time of exposure. Defendant has distributed and sold the Wallet in

1 California. Defendant knows and intends that California consumers will use and consume the
2 Wallet, thereby exposing them to DINP. Defendant thereby violated Proposition 65.

3 41. The principal routes of exposure with regard to the Wallet are and were through
4 dermal contact and ingestion. Persons sustain exposures by handling or otherwise using the
5 Wallet with bare skin, without wearing gloves, or by touching bare skin or mucous membranes
6 with the Wallet, as well as through direct and indirect hand to mouth contact, hand to food to
7 mouth, direct contact to food then to mouth, hand to mucous membrane.

8 42. Plaintiff is informed, believes, and thereon alleges that each of Defendant's
9 violations of Proposition 65 as to the Wallet have been ongoing and continuous to the date of
10 the signing of this complaint, as Defendant engaged and continue to engage in conduct which
11 violates Health and Safety Code section 25249.6, including the manufacture, distribution,
12 promotion, and sale of the Wallet, so that a separate and distinct violation of Proposition 65
13 occurred each and every time a person was exposed to DINP by the Wallet as mentioned herein.

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

17 44. Based on the allegations herein, Defendant is liable for civil penalties of up to
18 \$2,500.00 per day per individual exposure to DINP from the Wallet pursuant to Health and
19 Safety Code section 25249.7(b).

20 45. In the absence of equitable relief, the general public will continue to be
21 involuntarily exposed to Wallet that are contained in the Wallet, creating a substantial risk of
22 irreparable harm. Thus, by committing the acts alleged herein, Defendant has caused irreparable
23 harm for which there is no plain, speedy, or adequate remedy at law.

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

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1 **PRAYER FOR RELIEF**

2 Plaintiff demands against the Defendant as follows:

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

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10 Dated: April 16, 2024

BLACKSTONE LAW, APC

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13 By: 
14 Jonathan M. Genish
15 Attorneys for Plaintiff,
16 Consumer Protection Group, LLC
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