

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

KIN, INC.; KOHL'S, INC.; and DOES 1 to 50

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CA CITIZEN PROTECTION GROUP, LLC

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
06/27/2024

Chad Finke, Executive Officer / Clerk of the Court

By: A. Kargbo Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

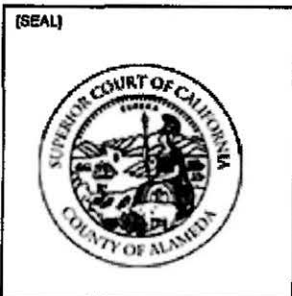
The name and address of the court is:
(El nombre y dirección de la corte es): Alameda County Superior Court
Oakland, Rene C. Davidson Alameda County Courthouse
1225 Fallon Street, Oakland, California 94612

CASE NUMBER:
(Número del Caso): 24CV081564

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Andre A. Khansari, Khansari Law Corp., 16133 Ventura Blvd. Suite 1200, Encino, CA 91436; (818) 650-6444

DATE: 06/27/2024 Chad Finke, Executive Officer / Clerk of the Court Clerk, by A. Kargbo Deputy
(Fecha) (Secretario) A. Kargbo (Adjunto)


(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1221 Oak Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 06/27/2024 Clad Flake, Executive Officer / Clerk of the Court By:  Deputy
PLAINTIFF(S): CA CITIZEN PROTECTION GROUP, INC.	
DEFENDANT(S): KIN, INC. et al	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 24CV081564

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:

ASSIGNED JUDGE: Frank Roesch
DEPARTMENT: 17
LOCATION: Rene C. Davidson Courthouse
1221 Oak Street, Oakland, CA 94612
PHONE NUMBER: (510) 267-6933
FAX NUMBER:
EMAIL ADDRESS: Dept17@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

Please note: In this case, any challenge pursuant to Code of Civil Procedures section 170.6 must be exercised within the time period by law. (See Code of Civ. Proc. §§ 170.6, subd. (a.)(2) and 101.3)

NOTICE OF NONAVAILABILITY OF COURT REPORTERS: Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording. Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

GENERAL PROCEDURES

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the Rene C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544 and through Civil e-filing. Information regarding Civil e-filing can be found on the courts website. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

NOTICE OF CASE ASSIGNMENT

**ASSIGNED FOR ALL PURPOSES TO
JUDGE Frank Roesch
DEPARTMENT 17**

All parties are expected to know and comply with the Local Rules of this Court, which are available on the court's website at [http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules\(1\)](http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1)) and with the California Rules of Court, which are available at www.courtinfo.ca.gov.

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processed (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days." The court's website contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

COURT RESERVATIONS

The use of the Court Reservation System (CRS) is now mandated in many civil courtrooms within the Alameda County Superior Court. Instead of calling or emailing the courtroom to make a reservation, parties with a case assigned to a courtroom using CRS are directed to utilize CRS to make and manage their own reservations, within parameters set by the courtrooms. CRS is available 24 hours a day, seven days a week and reservations can be made from a computer or smart phone. Please note, you are prohibited from reserving more than one hearing date for the same motion.

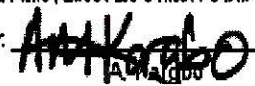
Prior to scheduling any motion on CRS, including any Applications for Orders for Appearance and Examination, or continuing any motion, please review the online information (if any) for the courtroom in which you are reserving. There may be specific and important conditions associated with certain motions and proceedings. Information is available on the court's eCourt Public Portal at www.eportal.alameda.courts.ca.gov.

Chad Finke, Executive Officer / Clerk of the Court

By



A. Kargbo, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 06/27/2024 Clad Fike, Executive Officer / Clerk of the Court
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1221 Oak Street, Oakland, CA 94612		By:  Deputy
PLAINTIFF: CA CITIZEN PROTECTION GROUP, INC.		
DEFENDANT: KIN, INC. et al		CASE NUMBER: 24CV081564
NOTICE OF CASE MANAGEMENT CONFERENCE		

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 11/15/2024	Time: 9:00 AM	Dept: 17
Location: Rene C. Davidson Courthouse 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:


Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://portal.alameda.courts.ca.gov>.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 06/27/2024
PLAINTIFF/PETITIONER: CA CITIZEN PROTECTION GROUP, INC.	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: KIN, INC. et al	
CERTIFICATE OF MAILING	CASE NUMBER: 24CV081564

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

ANDRE A. KHANSARI
Khansari Law Corporation
16133 Ventura Blvd.
Suite 1200
Encino, CA 91436

Chad Finke, Executive Officer / Clerk of the Court

Dated: 06/27/2024

By:



A. Kargbo, Deputy Clerk

CERTIFICATE OF MAILING



Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agreeing to ADR at your Initial Case Management Conference.

QUESTIONS? Call (510) 891-6055. Email: adrprogram@alameda.courts.ca.gov
Or visit the court's website at <http://www.alameda.courts.ca.gov/divisions/civil/adr>

What Are the Advantages of Using ADR?

- **Faster** – Litigation can take years to complete but ADR usually takes weeks or months.
- **Cheaper** – Parties can save on attorneys' fees and litigation costs.
- **More control and flexibility** – Parties choose the ADR process appropriate for their case.
- **Cooperative and less stressful** – In mediation, parties cooperate to find a mutually agreeable resolution.
- **Preserve Relationships** – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

What Is the Disadvantage of Using ADR?

- **You may go to court anyway** – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

What ADR Options Are Available?

- **Mediation** – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
 - **Court Mediation Program:** Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
 - **Judicial Arbitration Program (non-binding):** The judge can refer a case, or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
 - **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

Mediation Service Programs in Alameda County

Low-cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

SEEDS Community Resolution Center

2530 San Pablo Avenue, Suite A, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: www.seedscrc.org

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – Services that Encourage Effective Dialogue and Solution-making.

Center for Community Dispute Settlement

291 McLeod Street, Livermore, CA 94550

Telephones: (925) 337-7175 | (925) 337-2915 (Spanish)

Website: www.trivalleymediation.com

CCDS provides services in the Tri-Valley area for all of Alameda County.

For Victim/Offender Restorative Justice Services

Catholic Charities of the East Bay: Oakland

433 Jefferson Street, Oakland, CA 94607 Telephone: (510) 768-3100 Website: www.cceb.org Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY CASE NUMBER: _____
SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

This stipulation is effective when:

- All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- A copy of this stipulation has been received by the ADR Program Administrator, 24405 Amador Street, Hayward, CA 94544 or Fax to (510) 267-5727.

1. Date complaint filed: _____ An **Initial Case Management Conference** is scheduled for:

Date: _____ Time: _____ Department: _____

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (check one):


- Court mediation Judicial arbitration
 Private mediation Private arbitration

3. All parties agree to complete ADR within 90 days and certify that:

- a. No party to the case has requested a complex civil litigation determination hearing;
- b. All parties have been served and intend to submit to the jurisdiction of the court;
- c. All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- d. Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- e. Case management statements are submitted with this stipulation;
- f. All parties will attend ADR conferences; and,
- g. The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

_____  _____
(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF)

Date:

_____  _____

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR PLAINTIFF)

ALA ADR-001

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER.:
--	---------------

Date:

(TYPE OR PRINT NAME)



(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(SIGNATURE OF ATTORNEY FOR DEFENDANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Andre A. Khansari, Esq. (SBN 223528); Peter T. Sato, Esq. (SBN 238486)
KHANSARI LAW CORPORATION, 16133 Ventura Blvd., Suite 1200, Encino, CA 91436

TELEPHONE NO: (818) 650-6444 FAX NO (818) 650-6445
EMAIL ADDRESS andre@khansarilaw.com; peter@khansarilaw.com
ATTORNEY FOR (Name) Plaintiff, CA Citizen Protection Group, LLC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS 1225 Fallon Street
MAILING ADDRESS same
CITY AND ZIP CODE: Oakland, 94612
BRANCH NAME: Oakland, Rene C. Davidson Alameda County Courthouse

CASE NAME:
CA Citizen Protection Group, LLC v. Kin, Inc., et al.

FOR COURT USE ONLY
ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
06/27/2024 at 04:44:48 PM
By: Abdul Kargbo,
Deputy Clerk

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$35,000)
 Limited (Amount demanded is \$35,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER 24CV081564
JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input checked="" type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties
 - b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 - c. Substantial amount of documentary evidence
 - d. Large number of witnesses
 - e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 - f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Two causes of action (First: Injunctive Relief, and Two: Civil Penalties)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 27, 2024
Andre A. Khansari


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: CA Citizen Protection Group, LLC vs. Kin, Inc., et al.	Case Number:
---	--------------

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

		<input type="checkbox"/> Hayward Hall of Justice (447)
<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		<input type="checkbox"/> Pleasanton, Gale-Schenone Hall of Justice (448)
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input checked="" type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
06/27/2024 at 04:44:48 PM
By: Abdul Kargbo,
Deputy Clerk

1 Andre A. Khansari, Esq. (SBN 223528)
andre@khansarilaw.com
2 Peter T. Sato, Esq., Of Counsel (SBN 238486)
peter@khansarilaw.com
3 **KHANSARI LAW CORPORATION**
4 16133 Ventura Blvd., Suite 1200
Encino, California 91436
5 Telephone: (818) 650-6444
6 Facsimile: (818) 650-6445

7 Attorneys for Plaintiff,
8 CA Citizen Protection Group, LLC

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

12 CA CITIZEN PROTECTION GROUP,
13 LLC,

14 Plaintiff,

15 vs.

16 KIN, INC.; KOHL'S, INC.; and DOES 1
17 to 50,

18 Defendants.

CASE NO. **24CV081564**

**COMPLAINT FOR INJUNCTIVE
RELIEF AND CIVIL PENALTIES**

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

UNLIMITED CIVIL
(exceeds \$35,000)

19
20
21
22 Plaintiff CA CITIZEN PROTECTION GROUP, LLC ("CCPG" or "Plaintiff")
23 brings this action in the interests of the general public pursuant to California's Safe
24 Drinking Water and Toxic Enforcement Act of 1986, codified as Cal. Health & Safety
25 Code ("HSC") § 25249.5 *et seq.* and related statutes (also known and referred to herein as
26 "Proposition 65") and, based on information and belief, hereby alleges:

27 ////
28 ////

I
THE PARTIES

1
2
3 1. Plaintiff CCPG is dedicated to, among other causes, reducing the amount of
4 chemical toxins in consumer products, the promotion of human health, environmental
5 safety, and improvement of worker and consumer safety.

6 2. Plaintiff is a person within the meaning of HSC § 25249.11(a) and brings
7 this enforcement action in the public interest pursuant to HSC § 25249.7(d).

8 3. Upon information and belief, Defendant KIN, INC. (“KIN”), is a Nevada
9 corporation, and a person doing business in the State of California within the meaning of
10 HSC §25249.11(b) and had ten (10) or more employees at all relevant times.

11 4. Upon information and belief, Defendant KOHL’S, INC. (“KOHL’S”, and
12 together with KIN, collectively referred to as “Defendants”, and each is a “Defendant”), is
13 a Delaware corporation, and a person doing business in the State of California within the
14 meaning of HSC §25249.11(b) and had ten (10) or more employees at all relevant times.

15 5. Defendants own, administer, direct, control, and/or operate facilities and/or
16 agents, distributors, sellers, marketers, or other retail operations who placed the “Subject
17 Product” (as defined in Paragraph 17, p.5 below) into the stream of commerce in California
18 which contain Di(2-ethylhexyl) phthalate (“DEHP”) without first giving “clear and
19 reasonable” warnings.

20 6. Defendants DOES 1-50 are named herein under fictitious names, as their true
21 names and capacities are unknown to Plaintiff. Plaintiff is informed and believes, and
22 thereon alleges, that each of said DOES has manufactured, packaged, distributed,
23 marketed, sold and/or has otherwise been involved in the chain of commerce of, and
24 continues to manufacture, package, distribute, market, sell, and/or otherwise continues to
25 be involved in the chain of commerce of the Subject Product for sale or use in California,
26 and/or is responsible, in some actionable manner, for the events and happenings referred to
27 herein, either through its conduct or through the conduct of its agents, servants or
28 employees, or in some other manner, causing the harms alleged herein. Plaintiff will seek

1 leave to amend this Complaint to set forth the true names and capacities of DOES when
2 ascertained.

3 7. Upon information and belief, at all times relevant to this action, each of
4 DOES 1-50, was an agent, servant, or employee of either of the Defendants. In conducting
5 the activities alleged in this Complaint, each of DOES 1-50 was acting within the course
6 and scope of this agency, service, or employment, and was acting with the consent,
7 permission, and authorization of the relevant Defendant. All actions of each of DOES 1-
8 50 alleged in this Complaint were ratified and approved by the relevant Defendant or its
9 officers or managing agent. Alternatively, each of the DOES 1-50 aided, conspired with
10 and/or facilitated the alleged wrongful conduct of the relevant Defendant.

11 **II**
12 **JURISDICTION AND VENUE**

13 8. This Court has jurisdiction over this action pursuant to California
14 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction
15 in all causes except those given by statute to other trial courts.” This Court has jurisdiction
16 over this action pursuant to HSC § 25249.7, which allows enforcement of violations of
17 Proposition 65 in any Court of competent jurisdiction.

18 9. This Court has jurisdiction over Defendants because, based on information
19 and belief, Defendants are business entities having sufficient minimum contacts in
20 California, or otherwise intentionally availing themselves of the California market through
21 the sale, marketing, distribution and/or use of the Subject Product in the State of
22 California, to render the exercise of jurisdiction over Defendants by the California courts
23 consistent with traditional notions of fair play and substantial justice.

24 10. Venue is proper in the Alameda County Superior Court, pursuant to Code of
25 Civil Procedure (“CCP”) §§ 395 and 395.5, because this Court is a court of competent
26 jurisdiction, because one or more instances of wrongful conduct occurred, and continue to
27 occur, in Alameda County, and the cause of action, or part thereof, arises in Alameda
28 County because Defendants’ violations occurred (the Subject Product is marketed, offered

1 for sale, sold, used, and/or consumed without clear and reasonable warnings) in this
2 County. Furthermore, this Court is the proper venue under CCP § 395.5 and HSC §§
3 25249.7(a) and (b), which provide that any person who violates or threatens to violate HSC
4 §§ 25249.5 or 25249.6 may be enjoined in, and civil penalty assessed and recovered in a
5 civil action brought in, any court of competent jurisdiction.

6
7 **III**
STATUTORY BACKGROUND

8 11. The People of the State of California have declared in Proposition 65 their
9 right “[t]o be informed about exposures to chemicals that cause cancer, birth defects, or
10 other reproductive harm.” (HSC, Div. 20, Ch. 6.6 Note [Section 1, subdivision (b) of
11 Initiative Measure, Proposition 65]). Proposition 65 is classically styled as a “right-to-
12 know” law intended to inform consumers’ choices prior to exposure.

13 12. To affect this goal, Proposition 65 requires that individuals be provided with
14 a “clear and reasonable warning” before being exposed to substances listed by the State of
15 California as causing cancer or reproductive toxicity. HSC § 25249.6, which states, in
16 pertinent part:

17 “No person in the course of doing business shall knowingly and
18 intentionally expose any individual to a chemical known to the state
19 to cause cancer or reproductive toxicity without first giving clear and
20 reasonable warning to such individual...”

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

26 14. All businesses with ten (10) or more employees that operate or sell products in
27 California must comply with Proposition 65. Under Proposition 65, businesses are: (1)
28 prohibited from knowingly discharging Proposition 65-listed chemicals into sources of

1 drinking water (HSC § 25249.5), and (2) required to provide “clear and reasonable”
2 warnings before exposing a person, knowingly and intentionally, to a Proposition 65-listed
3 chemical (HSC § 25249.6).

4 15. Proposition 65 provides that any person who “violates or threatens to
5 violate” the statute “may be enjoined in any court of competent jurisdiction.” HSC
6 §25249.7(a). “Threaten to violate” is defined to mean creating “a condition in which there
7 is a substantial probability that a violation will occur.” HSC §25249.11(e). Violators are
8 liable for civil penalties of up to \$2,500 per day for each violation of Proposition 65. See
9 HSC §25249.7(b)(emphasis added).

10 **IV**
11 **BACKGROUND AND PRELIMINARY FACTS**

12 16. This action seeks to remedy the continuing failure of Defendants to clearly
13 and reasonably warn consumers in California that they are being exposed to DEHP, a
14 chemical known to the State of California to cause cancer, developmental toxicity, and
15 reproductive toxicity.

16 17. Defendants manufactured, packaged, distributed, marketed, sold and/or have
17 otherwise been involved in the chain of commerce of, and continue to manufacture,
18 distribute, package, promote, market, sell and/or otherwise continue to be
19 involved in the chain of the following consumer product which contains the chemical
20 DEHP: Celebrate Together Easter Vinyl Tablecloth, UPC: 400293663713 (referred to
21 herein as the “Subject Product”).

22 18. The Subject Product continues to be offered for sale, sold and/or otherwise
23 provided for use and/or handling to individuals in California.

24 19. The use and/or handling of the Subject Product causes exposures to DEHP at
25 levels requiring a “clear and reasonable warning” under Proposition 65. Defendants
26 expose consumers of the Subject Product to DEHP and have failed to provide the health
27 hazard warnings required by Proposition 65.

28 ////

1 20. The past, and continued manufacturing, packaging, distributing, marketing
2 and/or sale of the Subject Product, without the required health hazard warnings, causes
3 individuals to be involuntarily exposed to high levels of DEHP in violation of Proposition
4 65.

5 21. Plaintiff seeks injunctive relief enjoining Defendants from the continued
6 manufacturing, packaging, distributing, marketing and/or selling of Subject Product in
7 California without first providing clear and reasonable warnings, within the meaning of
8 Proposition 65, regarding the risks of cancer, developmental harm and other reproductive
9 harm, posed by exposures to DEHP through the use and/or handling of the Subject
10 Product. Plaintiff seeks an injunctive order compelling Defendants to bring its business
11 practices into compliance with Proposition 65 by providing clear and reasonable warnings
12 to each individual who may be exposed to DEHP from the use and/or handling of the
13 Subject Product. Plaintiff also seeks an order compelling Defendants to identify and locate
14 each individual person who in the past has purchased Subject Product, and to provide to
15 each such purchaser a clear and reasonable warning that the use of the Subject Product, as
16 applicable, will cause exposure to DEHP.

17 22. In addition to injunctive relief, Plaintiff seeks an assessment of civil penalties
18 to remedy Defendants' failure to provide clear and reasonable warnings regarding
19 exposures to DEHP.

20 23. On January 01, 1988, the State of California officially listed DEHP as a
21 chemical known to cause cancer.

22 24. The No Significant Risk Level ("NSRL") for cancer as relating DEHP is 310
23 µg/day for adults.

24 25. The NSRL is calculated based on a body weight of 58 kg for an adult or
25 pregnant woman, 70 kg for an adult male, 40 kg for an adolescent, 20 kg for a child, 10 kg
26 for an infant, and 3.5 kg for a neonate (27 CCR § 25803, subd. (b)).

27 26. The exposure estimates from the Subject Product exceed the DEHP NSRL
28 set by the California Office of Environmental Health Hazard Assessment ("OEHHA"). As

1 a result, the Subject Product is required to have a clear and reasonable warning under
2 Proposition 65.

3 27. On October 24, 2003, the State of California officially listed DEHP as a
4 chemical known to cause developmental toxicity and male reproductive toxicity.

5 28. The Maximum Allowable Dosage Level (“MADL”) for reproductive harm,
6 and male reproductive harms, as relating to DEHP is the following for intravenous
7 exposures: 4200 µg/day for adults; 600 µg/day for infant boys, age 29 days to 24 months; and
8 210 µg/day for neonatal infant boys, age 0 to 28 days; and for oral exposures: 410 µg/day for
9 adults; 58 µg/day for infant boys, age 29 days to 24 months; and 20 µg/day for neonatal infant
10 boys, age 0 to 28 days.

11 29. The MADL is calculated based on a body weight of 58 kg for an adult or
12 pregnant woman, 70 kg for an adult male, 40 kg for an adolescent, 20 kg for a child, 10 kg
13 for an infant, and 3.5 kg for a neonate (27 CCR § 25803, subd. (b)).

14 30. The exposure estimates from the Subject Product exceeds the DEHP MADL
15 set by OEHHA. As a result, the Subject Product is required to have a clear and reasonable
16 warning under Proposition 65.

17 31. Plaintiff purchased the Subject Product without a Proposition 65 warning on
18 the Subject Product, or as required by Proposition 65.

19 32. To test the Subject Product for DEHP, Plaintiff engaged a well-respected and
20 accredited testing laboratory that used the testing protocol used and approved by the
21 California Attorney General.

22 33. The results of testing undertaken by Plaintiff of the Subject Product, shows that
23 the Subject Product tested was in violation of the 310 µg/day NSRL “safe harbor” daily limit
24 for DEHP set forth in Proposition 65’s regulations. As a result, the Subject Products are
25 required to have clear and reasonable warning under Proposition 65.

26 34. The results of testing undertaken by Plaintiff of the Subject Product, shows that
27 the Subject Product tested was in violation of the MADL “safe harbor” daily limits for
28 DEHP set forth in Proposition 65 regulations at: 4200 µg/day for adults; 600 µg/day for

1 infant boys, age 29 days to 24 months; and 210 µg/day for neonatal infant boys, age 0 to 28
2 days, for intravenous exposures; and 410 µg/day for adults; 58 µg/day for infant boys, age 29
3 days to 24 months; and 20 µg/day for neonatal infant boys, age 0 to 28 days 310 µg/day, for
4 oral exposures. As a result, the Subject Product is required to have clear and reasonable
5 warning under Proposition 65.

6 35. As a proximate result of acts by the Defendants, as persons in the course of
7 doing business within the meaning of HSC §25249.11(b), individuals throughout the State
8 of California, including in the County of Alameda, have been exposed to DEHP without
9 clear and reasonable warnings. The individuals subject to exposures to DEHP include
10 normal and foreseeable users of the Subject Product, as well as all other persons exposed
11 to the Subject Product.

12 36. At all times relevant to this action, Defendants have knowingly and
13 intentionally exposed the users of the Subject Product to DEHP without first giving clear
14 and reasonable warnings to such individuals.

15 37. Individuals using the Subject Product are exposed to DEHP in excess of the
16 daily “no significant risk” levels determined by the State of California, as applicable for
17 DEHP.

18 38. Individuals using each Subject Product are exposed to DEHP in excess of the
19 “maximum allowable daily” levels determined by the State of California, as applicable for
20 DEHP.

21 39. At all times relevant to this action, Defendants have, in the course of doing
22 business, failed to provide individuals using and/or handling the Subject Product with clear
23 and reasonable warnings that the Subject Product exposes individuals to DEHP.

24 V

25 **SATISFACTION OF PRIOR NOTICE OF PROPOSITION 65 VIOLATIONS AND**
26 **SIXTY (60) DAY INTENT TO SUE**

27 40. On or about April 18, 2023, Plaintiff gave 60-day notice of alleged violations
28 of HSC §25249.6 (the “Notice”), filed as AG Number 2023-01040, concerning consumer

1 product exposures subject to a private action, to each Defendant, the California Attorney
2 General, County District Attorneys, and City Attorneys for each city containing a
3 population of at least 750,000 people in whose jurisdictions the violations allegedly
4 occurred, concerning the Subject Product, containing DEHP.

5 41. Before sending the Notice of alleged violations, Plaintiff investigated the
6 consumer product involved, the likelihood that such product would cause users to suffer
7 significant exposures to DEHP and the corporate structure of Defendants.

8 42. The Notice of alleged violations included a Certificate of Merit executed by
9 the attorney for the noticing party, Plaintiff CCPG. The Certificate of Merit states that the
10 attorney for Plaintiff who executed the certificate had consulted with at least one person
11 with relevant and appropriate expertise who reviewed data regarding the exposures to
12 DEHP, the subject Proposition 65-listed chemical related to this action. Based on that
13 information, the attorney for Plaintiff who executed the Certificate of Merit believed there
14 was a reasonable and meritorious case for this private action. The attorney for Plaintiff
15 attached to the Certificate of Merit served on the Attorney General, the confidential factual
16 information sufficient to establish the basis of the Certificate of Merit.

17 43. Plaintiff's Notice of alleged violations also includes a Certificate of Service
18 and documents entitled "Appendix "A" - The Safe Drinking Water & Toxic Enforcement
19 Act of 1986 (Proposition 65): A Summary", and "Appendix "B" - The Safe Drinking
20 Water & Toxic Enforcement Act of 1986 (Proposition 65): Special Compliance
21 Procedure". HSC §25249.7(d).

22 44. The Notice was issued pursuant to, and in compliance with, the requirements
23 of HSC § 25249.7, subdivision (d) and the statute's implementing regulations regarding the
24 notice of the violations to be given to certain public enforcement agencies and to the
25 violator.

26 45. Plaintiff is commencing this action more than sixty (60) days from the date
27 that Plaintiff served the Notice to Defendants, and the public prosecutors referenced in the
28 paragraphs above.

1 46. Plaintiff is informed, believes, and thereon alleges that neither the Attorney
2 General, nor any applicable district attorney or city attorney has commenced an action or is
3 diligently prosecuting an action against either Defendant with respect to the Subject
4 Product.

5 47. Plaintiff and Defendant KOHL'S entered into several statutes of limitations
6 tolling agreements to allow the parties time to discuss resolution of the alleged violations
7 referenced in the Notice. The final Statutes of Limitations Tolling Agreement was fully
8 executed as of June 12, 2024 (the "Tolling Agreement"). Pursuant to Section 2 of the
9 Tolling Agreement, Plaintiff and Defendant KOHL'S agreed to toll:

10 "each and every: (a) time limit, statute of limitation and/or
11 statute of repose (of any kind or nature, including all statutes
12 of limitations specified within the Prop 65 statute), (b) deadline
13 and/or defense based in whole or in part upon the passage of
14 time from certain events, and (c) contractual provision or
15 deadline, if any, requiring the Parties to institute or assert any
16 claim, right, objection, action, arbitration, administrative
17 proceeding or legal proceeding, or take any step therein, within
18 a specific period of time" . . .

19 during the "Tolling Period" (as defined in Section 3 of the Tolling Agreement). The
20 Tolling Period was defined as commencing on December 20, 2023, and ending on June 28,
21 2024 with respect to the Notice.

22
23 **FIRST CAUSE OF ACTION**

24 **(Injunctive Relief for Violations of Proposition 65, The Safe Drinking Water and**
25 **Toxic Enforcement Act of 1986 (*Health & Safety Code*, §§ 25249.5, *et seq.*))**
26 **(Against Defendants and Does 1 - 50)**

27 48. Plaintiff repeats and incorporates by reference Paragraphs 1 through 47,
28 inclusive, as if specifically set forth in this cause of action.

1 49. By committing the acts alleged in this Complaint, Defendants at all times
2 relevant to this action, and continuing through the present, have violated and continue to
3 violate HSC § 25249.6 by, in the course of doing business, knowingly and intentionally
4 exposing individuals, who use or handle the Subject Product, to the chemical DEHP at
5 levels exceeding allowable exposure levels under Proposition 65 guidelines without
6 Defendants first giving clear and reasonable warnings to such individuals pursuant to HSC
7 §§ 25249.6 and 25249.11(f).

8 50. Defendants have manufactured, packaged, distributed, marketed, sold and/or
9 have otherwise been involved in the chain of commerce of, and continue to manufacture,
10 package, distribute, market, sell and/or otherwise continue to be involved in the chain of
11 commerce of the Subject Product, which has been, is, and will be used and/or handled by
12 individuals in California, without Defendants providing clear and reasonable warnings,
13 within the meaning of Proposition 65, regarding the risks of cancer, developmental harm
14 and male reproductive harm, posed by exposure to DEHP through the use and/or handling
15 of the Subject Product. Furthermore, Defendants have threatened to violate HSC §25249.6
16 by the Subject Product being marketed, offered for sale, sold and/or otherwise provided for
17 use and/or handling to individuals in California.

18 51. By the above-described acts, Defendants have violated HSC § 25249.6 and
19 are therefore subject to an injunction ordering Defendants to stop violating Proposition 65,
20 and to provide warnings to consumers and other individuals who will purchase, use and/or
21 handle the Subject Product.

22 52. An action for injunctive relief under Proposition 65 is specifically authorized
23 by HSC § 25249.7(a) in any court of competent jurisdiction.

24 53. Continuing commission by Defendants of the acts alleged above will
25 irreparably harm consumers within the State of California, for which harm they have no
26 plain, speedy, or adequate remedy at law. In the absence of equitable relief, Defendants
27 will continue to create a substantial risk of irreparable injury by continuing to cause

28 ////

1 consumers to be involuntarily and unwittingly exposed to DEHP through the use and/or
2 handling of the Subject Product.

3
4 **SECOND CAUSE OF ACTION**

5 **(Civil Penalties for Violations of Proposition 65, The Safe Drinking Water and Toxic
6 Enforcement Act of 1986 (*Health & Safety Code*, §§ 25249.5, *et seq.*)**

7 **(Against Defendants and Does 1 - 50)**

8 54. Plaintiff repeats and incorporates by reference Paragraphs 1 through 53,
9 inclusive, as if specifically set forth in this cause of action.

10 55. By committing the acts alleged in this Complaint, Defendants at all times
11 relevant to this action, and continuing through the present, have violated and continue to
12 violate HSC § 25249.6 by, in the course of doing business, knowingly and intentionally
13 exposing individuals who use or handle the Subject Products to the chemical DEHP at
14 levels exceeding allowable exposure levels without Defendants first giving clear and
15 reasonable warnings to such individuals pursuant to HSC §§ 25249.6 and 25249.11(f).

16 56. Defendants have manufactured, packaged, distributed, marketed, sold and/or
17 has otherwise been involved in the chain of commerce of, and continue to manufacture,
18 package, distribute, market, sell and/or otherwise continue to be involved in the chain of
19 commerce of the Subject Product, which has been, is, and will be used and/or handled by
20 individuals in California, without Defendants providing clear and reasonable warnings,
21 within the meaning of Proposition 65, regarding the risks of cancer, developmental harm
22 and male reproductive harm, posed by exposure to DEHP through the use and/or handling
23 of the Subject Product. Furthermore, Defendants have threatened to violate HSC §
24 25249.6 by the Subject Product being marketed, offered for sale, sold and/or otherwise
25 provided for use and/or handling to individuals in California.

26 57. By the above-described acts, Defendants are liable, pursuant to HSC §
27 25249.7(b), for a civil penalty of up to \$2,500 per day, for each violation of HSC §

28 ////

1 25249.6 relating to the Subject Product (applying a 365 per day year, equals a maximum
2 civil penalty amount of \$912,500 for each violation).

3 58. Wherefore, Plaintiff prays judgment against Defendants, as set forth
4 hereafter.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

- 7 1. A preliminary and permanent injunction enjoining Defendants, their
8 agents employees, assigns and all persons acting in concert or
9 participating with Defendants, from manufacturing, packaging,
10 distributing, marketing and/or selling the Subject Product, and any
11 related products, for sale or use in California without first providing
12 clear and reasonable warnings, within the meaning of Proposition 65,
13 that the users and/or handlers of the Subject Product are exposed to
14 the chemical DEHP;
- 15 2. An injunctive order, pursuant to HSC § 25249.7(b) and 27 CCR §§
16 25603 and 25603.1, compelling Defendants to provide a “clear and
17 reasonable” warning on the label of the Subject Product, and warnings
18 online as required and applicable. The warning should indicate that
19 the Subject Product will expose the user or consumer to chemicals
20 known to the State of California to cause cancer, developmental harm
21 and reproductive harm.
- 22 3. An assessment of civil penalties against Defendants, pursuant to HSC
23 § 25249.7(b), in the amount of \$2,500, per day, for each violation of
24 Proposition 65;
- 25 4. An award to Plaintiff of its attorneys’ fees pursuant to CCP § 1021.5
26 or the substantial benefit theory;
- 27 5. An award of costs of suit herein pursuant to CCP § 1032 *et seq.* or as
28 otherwise warranted; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. Such other and further relief as the Court may deem just and proper.

Respectfully submitted,

DATED: June 27, 2024

KHANSARI LAW CORPORATION



Andre A. Khansari, Esq.
Attorneys for Plaintiff,
CA Citizen Protection Group, LLC