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KEEP AMERICA SAFE AND BEAUTIFUL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA – UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

GENERAL PRINTING & DESIGN, INC.; and
DOES 1-30, inclusive,

Defendants.

Case No. 25CV473892

**COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF**

Violations of Health & Safety Code § 25249.5
et seq. (Proposition 65) Warning Requirement

Plaintiff KEEP AMERICA SAFE AND BEAUTIFUL (“Plaintiff”), acting in the public interest, alleges a cause of action against defendants GENERAL PRINTING & DESIGN, INC., and Doe Defendants Nos. 1-30 (“Defendants”) for violations of Health & Safety Code § 25249.5, *et seq.*, as follows:

INTRODUCTION AND NATURE OF THE ACTION

1. Plaintiff brings representative action in the public interest on behalf of the citizens of the State of California. By this action, Plaintiff seeks to enforce the People’s right to be informed of the harms caused by exposures to di(2-ethylhexyl) phthalate (“DEHP”), a toxic chemical plasticizer found in and on vinyl/PVC planners manufactured, imported, distributed, sold, and offered for sale by Defendants in the State of California.

2. By this Complaint, plaintiff seeks to remedy Defendants’ failure to provide individuals not covered by California’s Occupational Safety Health Act, Labor Code § 6300, *et seq.*

1 (“consumers”) with a clear and reasonable warning prior to their becoming exposed to DEHP, a
2 plasticizer used to soften polyvinyl chloride (“PVC”), which is known to the State of California to
3 cause birth defects or other reproductive harm, when they examine, purchase, use and handle
4 Defendants’ vinyl/PVC planners.

5 3. Detectable levels of DEHP are found in and on the vinyl/PVC planners Defendants
6 manufacture, import, sell and distribute for sale in California.

7 4. Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, codified at
8 Health and Safety Code § 25249.5 *et seq.* (“Proposition 65”), it is unlawful for a person in the course
9 of doing business to knowingly and intentionally expose consumers and end-users in California to
10 chemicals known to cause cancer, birth defects or other reproductive harm, without first providing a
11 “clear and reasonable warning” regarding the presence of these chemicals in Defendants’ products
12 and the harms associated with exposures to such chemicals.

13 5. Defendants manufacture, distribute, import, sell, and offer for sale, in and into
14 California vinyl/PVC planners (“PRODUCTS”) containing DEHP, without providing a clear and
15 reasonable warning regarding the presence of and the harms associated with exposures to DEHP in
16 Defendants’ PRODUCTS. Such PRODUCTS include, without limitation the *Global Printed*
17 *Products 2023 Planner Calendar 3.5”x6” Model: PKT23-01 ASIN: B0BMF91FJJ UPC: 8 40312*
18 *30341* 9. Defendants’ violations subject them to civil penalties, enjoinder, preliminary and
19 permanent injunctive relief. Health & Safety Code § 25249.7(a) and (b).

20 **PARTIES**

21 6. Plaintiff is a non-profit corporation organized under the laws of California and acting
22 in the public interest to reduce the presence of toxic chemicals found in consumer products and to
23 enforce California citizens’ right to be informed about the presence of toxic chemicals in the products
24 they purchase and use and the harms associated with exposures to such chemicals. Plaintiff is a
25 “person” within the meaning of Health & Safety Code § 25249.11(a). It brings this action in the
26 public interest, pursuant to Health and Safety Code § 25249.7(d).

27 7. At all relevant times GENERAL PRINTING & DESIGN, INC. (“GENERAL
28 PRINTING”), operates as a “person in the course of doing business” with ten (10) or more

employees, within the meaning of and as defined by Health and Safety Code § 25249.6 and 25249.11.

8. GENERAL PRINTING manufactures, imports, distributes, sells, and/or offers the PRODUCTS for sale or use in California, or implies by its conduct that it manufactures, imports, distributes, sells, and/or offers the PRODUCTS for sale or use to consumers in California.

9. Doe Defendants 1-10 (“MANUFACTURER DEFENDANTS”) are each a “person in the course of doing business” within the meaning of and as defined by Health and Safety Code §§ 25249.6 and 25249.11. MANUFACTURER DEFENDANTS, and each of them, assemble, fabricate, and manufacture, or they each imply by their conduct they do so for one or more of the PRODUCTS sold and/or offered for sale or use to consumers in California.

10. Doe Defendants 11-20 (“DISTRIBUTOR DEFENDANTS”) are each a person in the course of doing business within the meaning of Health and Safety Code §§ 25249.6 and 25249.11. DISTRIBUTOR DEFENDANTS, and each of them, distribute, transfer, and transport the PRODUCTS sold and offered for sale to consumers in California, or they each imply by their conduct they distribute, transfer, and transport one or more of the PRODUCTS to individuals, businesses, and retailers for sale or use in California.

11. Doe Defendants 21-30 (“RETAILER DEFENDANTS”) are each a person in the course of doing business within the meaning of and as defined by Health and Safety Code §§ 25249.6 and 25249.11. RETAILER DEFENDANTS, and each of them, offer the PRODUCTS for sale to consumers in California.

12. At this time, the true names of Defendants DOES 1 through 30, inclusive, are unknown to Plaintiff, who therefore, sues these Doe Defendants by their fictitious names, pursuant to Code of Civil Procedure § 474. Each of the fictitiously named Defendants is responsible in some manner for the acts and occurrences alleged herein and the violations and harms caused thereby. When ascertained, Plaintiff will identify these Doe Defendants by their true names in an amendment to this Complaint.

13. GENERAL PRINTING, MANUFACTURER DEFENDANTS, DISTRIBUTOR DEFENDANTS, and RETAILER DEFENDANTS shall be referred to collectively herein as “DEFENDANTS.”

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1 exposing consumers to hazardous chemicals without first giving a “clear and reasonable” warning.
2 Health & Saf. Code § 25249.6.

3 19. Exposing consumers to hazardous chemicals means to cause consumers to ingest,
4 inhale, contact via body surfaces or otherwise come into contact with a listed chemical. California
5 Code of Regulations (“Cal. Code Regs.”) Title 27, § 25102(i). An exposure to a hazardous chemical
6 is defined as one that “results from a person’s acquisition, purchase, storage, consumption or other
7 reasonably foreseeable use of a product...” Cal. Code Regs. Tit. 27, § 25600(h).

8 20. Under Proposition 65, persons violating the statute may be enjoined in any court of
9 competent jurisdiction and may be subject to civil penalties of up to \$2,500 per day, per violation.
10 Health & Safety Code § 25249.7.

11 21. On October 24, 2003, pursuant to Proposition 65 implementing regulations, the State
12 of California listed DEHP as a chemical known to cause birth defects or other reproductive harm.
13 DEHP became subject to the “clear and reasonable warning” requirements one year later, on October
14 24, 2004. Cal. Code Regs. Tit. 27, § 27001(c); Health & Safety Code §§ 25249.8, 25249.10(b).

15 **STATEMENT OF FACTS**

16 22. DEFENDANTS sell and offer their PRODUCTS for sale in California without a clear
17 and reasonable warning in violation of Cal. Code Regs. Tit. 27, § 25600, *et seq.*

18 23. DEFENDANTS’ PRODUCTS expose consumers and end-users in California to DEHP at
19 levels requiring a warning under Proposition 65 when they touch, handle or otherwise contact the
20 PRODUCTS during reasonably foreseeable use.

21 24. On November 21, 2023, Plaintiff served a 60-Day Notice of Violation (“Notice”),
22 together with the required certificate of merit, on GENERAL PRINTING, the Office of the California
23 Attorney General, and all requisite public enforcement agencies, alleging, as a result of
24 DEFENDANTS’ sales of the PRODUCTS, consumers in California were, and are, exposed to DEHP
25 without first receiving the “clear and reasonable warning” required by Proposition 65.

26 25. After receiving Plaintiff’s Notice, no public enforcement agency commenced and is
27 diligently prosecuting a cause of action against DEFENDANTS to enforce the violations of
28 Proposition 65 alleged in the Notice.

1 **FIRST CAUSE OF ACTION**

2 **(Violation of Proposition 65 - Against All DEFENDANTS)**

3 26. Plaintiff realleges and incorporates by reference, as if fully stated herein, the
4 allegations set forth in Paragraphs 1 through 25, inclusive.

5 27. DEFENDANTS' PRODUCTS contain DEHP in levels requiring a clear and
6 reasonable warning under Proposition 65.

7 28. DEFENDANTS know or should have known their PRODUCTS contain DEHP. Due
8 to receipt of Plaintiff's Notice, DEFENDANTS possess actual knowledge of the presence of DEHP in
9 their PRODUCTS.

10 29. DEFENDANTS' PRODUCTS expose consumers in California to DEHP through
11 dermal contact and ingestion during the reasonably foreseeable use of the PRODUCTS.

12 30. The reasonably foreseeable use of the PRODUCTS causes exposures to DEHP.

13 31. DEFENDANTS know the reasonably foreseeable use of the PRODUCTS exposes
14 consumers to DEHP through dermal contact and/or ingestion.

15 32. DEFENDANTS intend to expose consumers in California to DEHP during their
16 reasonably foreseeable use of the PRODUCTS. Such exposures to DEHP occur through
17 DEFENDANTS' deliberate and non-accidental participation in the California market.

18 33. The exposures to DEHP caused by DEFENDANTS and endured by consumers in
19 California are not exempt from the "clear and reasonable warning" requirements of Proposition 65.

20 34. DEFENDANTS failed to provide a "clear and reasonable warning" to those consumers
21 in California exposed to DEHP through dermal contact and/or ingestion during their reasonably
22 foreseeable use of the PRODUCTS. DEFENDANTS continue to fail to provide such warning.

23 35. Contrary to the express policy and statutory prohibition of Proposition 65, consumers
24 are exposed to DEHP through dermal contact and ingestion during their use of PRODUCTS
25 DEFENDANTS sold, sell and offer for sale without a "clear and reasonable warning." Such
26 consumers in California suffer irreparable harms for which they have no plain, speedy, or adequate
27 remedy at law.

28 36. DEFENDANTS manufacture, import, distribute, sell, and offer the PRODUCTS for

1 sale or use in violation of Health and Safety Code § 25249.6. DEFENDANTS' violations continue
2 beyond their receipt of Plaintiff's Notice. As such, DEFENDANTS' violations are ongoing and
3 continuous in nature and, unless enjoined, will continue in the future.

4 37. Pursuant to Health and Safety Code § 25249.7(b), and as a consequence of their acts
5 and omissions, DEFENDANTS, and each of them, are liable for a maximum civil penalty of \$2,500
6 per violation.

7 38. As a consequence of DEFENDANTS' acts and omissions, Health and Safety Code
8 § 25249.7(a) specifically authorizes this Court to grant the injunctive relief prayed for herein.

9 **PRAYER FOR RELIEF**

10 Wherefore, Plaintiff prays for judgment against DEFENDANTS, and each of them, as
11 follows:

12 1. That the Court, pursuant to Health and Safety Code § 25249.7(a), preliminarily and
13 permanently enjoin DEFENDANTS from manufacturing, distributing, importing, marketing or
14 otherwise offering the PRODUCTS for sale or use in California without first providing a "clear and
15 reasonable warning" to consumers regarding the presence of, and the harms associated with,
16 exposures to DEHP;

17 2. That the Court, pursuant to Health and Safety Code § 25249.7(a), issue preliminary
18 and permanent injunctions mandating DEFENDANTS recall PRODUCTS intended for sale in or into
19 California that do not bear a clear and reasonable warning;

20 3. That the Court assess civil penalties against DEFENDANTS, and each of them, in the
21 amount of \$2,500 per violation, according to proof at trial;

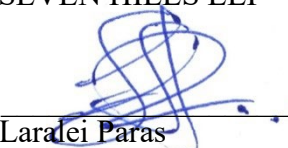
22 4. That the Court award Plaintiff its reasonable attorneys' fees and costs of suit; and

23 5. That the Court grant such further relief as it deems just and equitable.

24 Dated: August 28, 2025

Respectfully submitted,

SEVEN HILLS LLP

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27 By: 

Laralei Paras

Attorneys for Plaintiff

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