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JAY EPPS

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN FRANCISCO  
12 UNLIMITED CIVIL JURISDICTION

**CGC-24-613812**

14 JAY EPPS,  
15 Plaintiff,  
16 v.  
17 AMAZON.COM, INC.,  
18 Defendant.

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

**COMPLAINT FOR CIVIL PENALTIES  
AND INJUNCTIVE RELIEF**

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

**ELECTRONICALLY  
FILED**

*Superior Court of California,  
County of San Francisco*

**04/09/2024**  
**Clerk of the Court**  
BY: SHENEQUA GLADNEY  
Deputy Clerk

1 **NATURE OF THE ACTION**

2 1. This Complaint is a representative action brought by plaintiff Jay Epps in the public  
3 interest of California citizens to enforce the People’s right to be informed of certain health hazards  
4 caused by exposures to lead, a toxic chemical found in lead tape (including kits containing such  
5 items) (the Products). The Products are repackaged, produced, stored, distributed, shipped and/or  
6 sold online (sold) to California citizens by defendant Amazon.com, Inc.

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

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

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

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

24 6. Defendant imports, distributes, facilitates and/or otherwise offers for sale the  
25 Products without the mandated health hazard warning in California. The Products include, but are  
26 not limited to, the example of the product display page associated with one of the Products, as  
27 shown on Exhibit A. An example of the immediate Product packaging is shown on Exhibit B.

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1 wrongful conduct occurred, and continue to occur, in this county, and/or AMAZON conducts, and  
2 continues to conduct business in San Francisco.

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

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

13 **FIRST CAUSE OF ACTION**

14 **(Violation of Proposition 65)**

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

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

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

24 19. On January 29, 2024, plaintiff served a 60-Day Notice of Violation, (the Notice),  
25 together with the requisite certificate of merit, on AMAZON, the California Attorney General’s  
26 Office, and the requisite public enforcement agencies alleging that, as a result of AMAZON’s  
27 sales of the Products, consumers in California are being exposed to the toxicant lead resulting  
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1 from their reasonably foreseeable use of the Products, without them first receiving a “clear and  
2 reasonable warning” regarding the reproductive toxicity associated with exposures to the heavy  
3 metal, as required by Proposition 65.

4 20. AMAZON imports, distributes, facilitates for sale, sells, and/or offers the Products  
5 for sale or use in violation of Health & Safety Code §25249.6, and AMAZON’s violations have  
6 continued beyond its receipt of plaintiff’s Notice. As such, AMAZON’s violations are ongoing  
7 and continuous in nature and, unless enjoined, will continue until compliance is ensured by the  
8 Court.

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

12 22. The Products that AMAZON distributes or offers for sale throughout the State of  
13 California cause exposures to lead as a result of their reasonably foreseeable use. Such exposures  
14 caused by AMAZON and endured by consumers in California who purchase, use or handle the  
15 Products are not exempt from the “clear and reasonable” warning requirements of Proposition 65,  
16 yet AMAZON does not provide compliant warnings for the risk of reproductive toxicity of lead.

17 23. AMAZON has actual knowledge that the Products it imports, distributes, sells,  
18 facilitates for sale or offers for sale in California contain lead.

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

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

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

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

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

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

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

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

15 **PRAYER FOR RELIEF**

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

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

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

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

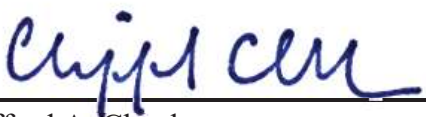
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- 4. That the Court grant plaintiff his reasonable attorneys' fees and costs of suit; and
- 5. That the Court grant such other and further relief as may be just and proper.

Dated: April 9, 2024

Respectfully submitted,  
CHANLER, LLC

By:   
Clifford A. Chanler

**EXHIBIT A**

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USAPA Approved Pickleball Paddles

-40% \$29.99 \$49.99 prime



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Sports & Outdoors > Sports > Tennis & Racquet Sports > Tennis > Accessories > Racquet Accessories > Racquet Grips



Roll over image to zoom in



### 2 Grams Per Inch High Density Lead Tape | 1/2"x 60" Adhesive Lead Tape | Add Swing Weight for Golf Tennis Racket Pickleball Paddle Adjust Weight

Visit the Golfupp Store  
4.7 94 ratings | Search this page  
Amazon's Choice in Tennis Racket Grips by Golfupp

700+ bought in past month

\$11.99

Get Fast, Free Shipping with Amazon Prime  
FREE Returns

Get \$50 off instantly: Pay \$0.00 \$11.99 upon approval for Amazon Visa. No annual fee.

- **[Perfect Dimensions]** - 1/2" x 60" lead tape. 2 gram per inch. This golf lead tape has just the right dimensions that will ensure easy application, improve game with low cost.
- **[Effective and Practical]** - Adding lead tape will increase power on racquet and reduce arm strain. Customize your pickleball paddles tennis racquet and golf club for your needs easily.
- **[Widely Applied]** - This lead tape can be applied to badminton rackets and tennis rackets, fit for pickleball paddle, also suitable for woods, irons, chips and putters.
- **[Easy To Use]** - Just remove the release paper on the back, and put it on where you want to increase weight. Soft and easy cut to any size you wanted.
- **[High Density]** - Our lead tape for golf clubs is equipped with just the right adhesive properties to add the desired weight, helps you achieving your goals with ease!

USAPA Approved Fiberglass Pickleball Set, ...  
4.7 236 ratings  
\$74.88 prime  
Save 30% with coupon

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Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows with Prime  
Try Prime and get instant savings

\$11.99  
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FREE delivery Tuesday, January 23 on orders shipped by Amazon over \$35  
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In Stock  
Quantity: 1  
Add to Cart  
Buy Now  
Ships from Amazon  
Sold by Golfupp  
Returns Eligible for Return, Refund or Replacement within 30 days of receipt  
Payment Secure transaction  
 Add a gift receipt for easy returns  
Add to List

22ft Full Court Pickleball Net...  
4.7 24 ratings  
\$89.99 prime  
Save 5% with coupon

Sponsored

### Frequently bought together

+ +

Total price: \$30.97

Add all 3 to Cart

Some of these items ship sooner than the others. Show details

This item: 2 Grams Per Inch High Density Lead Tape | 1/2"x 60" Adhesive Lead Tape | Add Swing Weight...  
\$11.99

PICKLETECH Pickleball Paddle Protection Tape - Paddle Head Edge Guard - Racket Edge...  
\$11.99

GAMMA Sports Supreme Overgrip, for Tennis, Pickleball, Squash, Badminton, and Racquetball, ...  
\$9.99

4 stars and above





# WIDELY APPLIED



**Adjust the Center of Gravity**  
Adjust the Center of Gravity (CG) for higher ball flight and increased distance.

**Enhance Moment of Inertia**  
Manipulate swing weight for better control and feel.

**Adjust Weight and Balance**  
match individual characteristics and playing style.

Customize your racquet and golf club for your needs easily, improve game with low cost.



Easy To Use

Effective and Practical

Widely Applied

High Density



	2 Gram/Inch Lead Tape	0.2 Gram/Inch Lead Tape	3 Gram/Pcs Lead Tape	1 Gram/Inch Lead Tape	0.5 Gram/Inch Lead Tape
size	1/2" x 60"	1/4" x 197"	2/5" x 2"	1/2" x 100"	1/2" x 100"
Weight	2g/inch	0.2g/inch	3g/pcs	1g/inch	0.5g/inch
Color	Silver	Silver	Silver	Silver	Silver
number	1	1	20	1	1

### Product information

#### Technical Details

Item Package Dimensions L x W x H	3.58 x 2.87 x 0.67 inches
Package Weight	0.1 Kilograms
Item Dimensions LxWxH	1.97 x 1.97 x 0.43 inches
Brand Name	Golfupp
Warranty Description	1 year
Model Name	Golfupp
Color	silver
Material	lead tape
Suggested Users	mens
Manufacturer	Golfupp
Included Components	No

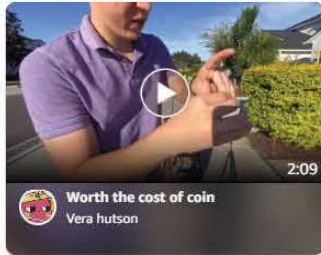
#### Additional Information

ASIN	B0BYRRSN9R
Customer Reviews	4.7  94 ratings 4.7 out of 5 stars
Best Sellers Rank	#4,261 in Sports & Outdoors (See Top 100 in Sports & Outdoors) #9 in Tennis Racket Grips
Date First Available	March 17, 2023

#### Feedback

Would you like to [tell us about a lower price?](#)

### Videos for this product



### Important information

To report an issue with this product or seller, [click here](#).

### Products related to this item

Page 1 of 24

Sponsored

**SummerHouse 1 Gram Per Inch High Density Lead Tape Self-Adhesion for Golf Wood Iron...**  
★★★★★ 673  
\$11.99

**Brampton Golf Lead Tape 1/2" x 100" (5 mil) - Easy to Cut and Apply - Stays on in A...**  
★★★★★ 542  
\$13.99 (\$2.19/oz)

**SummerHouse 2 Grams Per Inch High Density Golf Lead Tape 1/2" x 60" Available 0.0...**  
★★★★★ 814  
\$13.99

**CRBN Pickleball Lead Tape - Extra Strength 3M Adhesive - 3g Lead Tape for Pickleba...**  
★★★★★ 28  
\$15.99

**TRINKA Golf Lead Tape 1/2" x 60", 2 Grams Per Inch High Density Adhesive Lead Tape ...**  
★★★★★ 2  
\$12.99   
Save 10% with coupon

**VIXAVI 20Pcs Pickleball Lead Tape - Premium Strength 3M Pickleball Paddle Weight Lead Tape Stri...**  
★★★★★ 2  
\$9.99 (\$0.50/Count)

### Looking for specific info?

#### Customer reviews

★★★★★ 4.7 out of 5

94 global ratings



#### Reviews with images



[See all photos](#)



How customer reviews and ratings work

### By feature

- Easy to install ★★★★★ 5.0
- Easy to use ★★★★★ 4.9
- Adhesion ★★★★☆ 4.6

See more

### Review this product

Share your thoughts with other customers

Write a customer review

Top reviews

### Top reviews from the United States



Melinda Hartsell

★★★★★ **Awesome**

Reviewed in the United States on November 2, 2023

Verified Purchase

This is really good! I used it for my stained glass window and it looks fabulous!

Helpful

Report



JFSAZ

★★★★★ **Does the Trick**

Reviewed in the United States on December 27, 2023

Verified Purchase

Easy to apply and accurate weight attained...JS

Helpful

Report



Highlander

★★★★★ **Excellent for quick weight adjustments**

Reviewed in the United States on September 24, 2023

Verified Purchase

Good price. Double the weight of normal tape. Good adhesive.

Helpful

Report



Sasquatch

★★★★☆ **Puurrfffct 4 Pickleball paddles that are thicker**

Reviewed in the United States on October 9, 2023

Verified Purchase

Easy to calculate the total weight of the paddle when you preweigh or use manufacturers weight but over grips, different re gripping all change - weigh with what you have and then you maximum weight you can handle and cut the lead tape.

Easy Peasy Sasquatch fo sheasy - its great!

Cover with your favorite edge guard/colored tape - after you have tried your weight out on the court unless you already have it down to a science and setup multiple paddles - JIC your racket breaks, stolen or wears out you have a backup paddle ready with same setup. More for tournament since REC Play wouldn't require such measures.

Pickle ON young Sasquatch

Helpful

Report



Sergei

★★★★★ **Good product for its price**

Reviewed in the United States on September 27, 2023

Verified Purchase

Good quality and price. Fast delivery

Helpful

Report



Chris Coleman

★★★★★ **Weight is accurate**

Reviewed in the United States on September 24, 2023

Verified Purchase

The weight is accurate 2 grams per inch. If you wipe down surface with alcohol they stick very well

Helpful

Report



billy

★★★★★ **Hickledy Pickledy**

Reviewed in the United States on October 6, 2023

Verified Purchase

Used to weight my Pickleball paddle. Worked fantastically. MUCH more control with 5" each side starting ant the grip

Helpful

Report



M. Jan

★★★★★ **Use to add weight to pickleball paddle**

Reviewed in the United States on October 8, 2023

Verified Purchase

Works as intended. No problem.

Helpful

Report

See personalized recommendations

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- Sustainability
- Press Center
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- Sell apps on Amazon
- Supply to Amazon
- Protect & Build Your Brand
- Become an Affiliate
- Become a Delivery Driver
- Start a Package Delivery Business
- Advertise Your Products
- Self-Publish with Us
- Host an Amazon Hub
- > See More Ways to Make Money

Amazon Payment Products

- Amazon Visa
- Amazon Store Card
- Amazon Secured Card
- Amazon Business Card
- Shop with Points
- Credit Card Marketplace
- Reload Your Balance
- Gift Cards
- Amazon Currency Converter

Let Us Help You

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- Your Orders
- [Shipping Rates & Policies](#)
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- Manage Your Content and Devices
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Home

Amazon Subscription Boxes  
Top subscription boxes – right to your door

PillPack Pharmacy Simplified

Amazon Renewed Like-new products you can trust

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**EXHIBIT B**

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TEAR AT PERFORATION TO OPEN

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REDACTED

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FAT1 & F02

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A 153E  
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SMILE

Remove Paper Label Before Recycling

Store Drop-off

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**GOLFUPP**

QUALITY  
GUARANTEED



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Golfupp Lead Tape Weights

New

Made In China