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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF MARIN – UNLIMITED CIVIL JURISDICTION  
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16 BLUE SKY FOREVER,

17 Plaintiff,

18 v.

19 ALLIANCE INTERNATIONAL VENTURE  
20 INC.; and DOES 1-30, inclusive,

21 Defendants.  
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Case No. CV0003750

**COMPLAINT FOR CIVIL PENALTIES  
AND INJUNCTIVE RELIEF**

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

1 Plaintiff BLUE SKY FOREVER (“BSF”), acting in the public interest, alleges a cause of  
2 action against defendants ALLIANCE INTERNATIONAL VENTURE INC., and Doe Defendants  
3 Nos. 1-30 (“Defendants”) for their violations of Health & Safety Code § 25249.5, *et seq.*, as follows:

4 **INTRODUCTION AND NATURE OF THE ACTION**

5 1. BSF brings representative action in the public interest on behalf of the citizens of the  
6 State of California. By this action, BSF seeks to enforce the People’s right to be informed of the  
7 harms caused by exposures to di(2-ethylhexyl) phthalate (“DEHP”), a toxic chemical found in and on  
8 file organizers manufactured, imported, distributed, sold, and offered for sale by Defendants in the  
9 State of California.

10 2. By this Complaint, plaintiff seeks to remedy Defendants’ failure to warn individuals  
11 not covered by California’s Occupational Safety Health Act, Labor Code § 6300, *et seq.*  
12 (“consumers”) exposed to substances known to the State of California to cause birth defects or other  
13 reproductive harm through exposures to DEHP when they purchase, use and handle Defendants’ file  
14 organizers.

15 3. Detectable levels of DEHP are found in and on the file organizers Defendants  
16 manufacture, import, sell and distribute for sale in California.

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

23 5. Defendants manufacture, distribute, import, sell, and offer for sale, in and into  
24 California, file organizers (“PRODUCTS”) containing DEHP without providing a clear and  
25 reasonable warning regarding the presence of and the harms associated with exposures to DEHP in  
26 Defendants’ PRODUCTS. Such PRODUCTS include, without limitation, the *Personalized Faux*  
27 *Leather File Organizer Expendable Document Holder For Men A4 Letter Size Business File Folder*  
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1 *With 13 Pockets Engraved SKU: CGF0104.* Defendants’ violations subject them to civil penalties,  
2 enjoinder, preliminary and permanent injunctive relief. Health & Safety Code § 25249.7(a) and (b).

3 **PARTIES**

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

10 7. At all relevant times defendant, ALLIANCE INTERNATIONAL VENTURE INC.  
11 (“ALLIANCE INTERNATIONAL”), operates as a “person in the course of doing business” with ten  
12 (10) or more employees, within the meaning of and as defined by Health and Safety Code §§ 25249.6  
13 and 25249.11.

14 8. ALLIANCE INTERNATIONAL manufactures, imports, distributes, sells, and/or  
15 offers the PRODUCTS for sale or use in California, or implies by its conduct that it manufactures,  
16 imports, distributes, sells, and/or offers the PRODUCTS for sale or use to consumers and other  
17 individuals in California.

18 9. Doe Defendants 1-10 (“MANUFACTURER DEFENDANTS”) are each a “person in  
19 the course of doing business” within the meaning of and as defined by Health and Safety Code  
20 §§ 25249.6 and 25249.11. MANUFACTURER DEFENDANTS, and each of them, assemble,  
21 fabricate, and manufacture, or they each imply by their conduct they do so for one or more of the  
22 PRODUCTS sold and/or offered for sale or use to consumers and other individuals in California.

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

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

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

11 13. ALLIANCE INTERNATIONAL, MANUFACTURER DEFENDANTS,  
12 DISTRIBUTOR DEFENDANTS, and RETAILER DEFENDANTS shall be referred to collectively  
13 herein as “DEFENDANTS.”

14 **JURISDICTION AND VENUE**

15 14. This Court has jurisdiction pursuant to Health & Safety Code § 25249.7, which allows  
16 enforcement by any court of competent jurisdiction. The Superior Courts of the State of California  
17 have jurisdiction pursuant to California Constitution Article VI, section 10, which grants the Superior  
18 Courts “original jurisdiction in all causes except those given by statute to other trial courts.” The  
19 statute under which this action is brought does not specify any other basis of subject matter  
20 jurisdiction.

21 15. This Court has jurisdiction over DEFENDANTS because DEFENDANTS, and each of  
22 them are a person, firm, corporation or association that is a citizen of the State of California, does  
23 sufficient business in California, has sufficient minimum contacts in California, and/or otherwise  
24 purposefully and intentionally avail themselves of the California market through their manufacture,  
25 importation, distribution, promotion, marketing and sale of PRODUCTS in California.  
26 DEFENDANTS’ purposeful availment renders the exercise of personal jurisdiction by this Court  
27 consistent with traditional notions of fair play and substantial justice.  
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1 **STATEMENT OF FACTS**

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

4 23. DEFENDANTS' PRODUCTS expose consumers and end-users in California to DEHP at  
5 levels requiring a warning under Proposition 65 when they touch, handle or otherwise contact the  
6 PRODUCTS during reasonably foreseeable and intended use.

7 24. On June 7, 2024, BSF served a 60-Day Notice of Violation ("Notice"), together with  
8 the required certificate of merit, on ALLIANCE INTERNATIONAL, the Office of the California  
9 Attorney General, and all requisite public enforcement agencies, alleging, as a result of  
10 DEFENDANTS' sales of the PRODUCTS, consumers in California were, and are, exposed to DEHP  
11 without first receiving the "clear and reasonable warning" required by Proposition 65.

12 25. After receiving BSF's Notice, no public enforcement agency commenced and is  
13 diligently prosecuting a cause of action against DEFENDANTS to enforce the violations of  
14 Proposition 65 alleged in the Notice.

15 **FIRST CAUSE OF ACTION**

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

17 26. BSF realleges and incorporates by reference, as if fully stated herein, the allegations  
18 set forth in Paragraphs 1 through 25, inclusive.

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

21 28. DEFENDANTS know or should have known their PRODUCTS contain DEHP. As a  
22 result of BSF's Notice, DEFENDANTS now possess actual knowledge of the presence of DEHP in  
23 their PRODUCTS.

24 29. DEFENDANTS' PRODUCTS expose consumers, end-users, and other individuals in  
25 California to DEHP through dermal contact and ingestion during the reasonably foreseeable and  
26 intended use of the PRODUCTS.

27 30. The normal and reasonably foreseeable use of the PRODUCTS causes exposures to  
28 DEHP.

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

3           32.     DEFENDANTS intend to expose consumers, end-users, and other individuals in  
4 California to DEHP during their reasonably foreseeable and intended use of the PRODUCTS. Such  
5 exposures to DEHP occur through DEFENDANTS' deliberate and non-accidental participation in the  
6 California market.

7           33.     The exposures to DEHP caused by DEFENDANTS and endured by consumers and  
8 other individuals in California are not exempt from the "clear and reasonable warning" requirements  
9 of Proposition 65.

10          34.     DEFENDANTS failed to provide a "clear and reasonable warning" to those consumers  
11 and other individuals in California exposed to DEHP through dermal contact and/or ingestion during  
12 their reasonably foreseeable and intended use of the PRODUCTS. DEFENDANTS continue to fail to  
13 provide such warning.

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

19          36.     DEFENDANTS manufacture, import, distribute, sell, and offer the PRODUCTS for  
20 sale or use in violation of Health and Safety Code § 25249.6. DEFENDANTS' violations continue  
21 beyond their receipt of BSF's Notice. As such, DEFENDANTS' violations are ongoing and  
22 continuous in nature and, unless enjoined, will continue in the future.

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

26          38.     As a consequence of DEFENDANTS' acts and omissions, Health and Safety Code  
27 § 25249.7(a) specifically authorizes this Court to grant the injunctive relief prayed for herein.  
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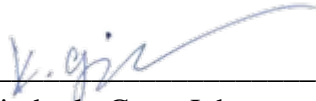
**PRAYER FOR RELIEF**

Wherefore, BSF prays for judgment against DEFENDANTS, and each of them, as follows:

- 1. That the Court, pursuant to Health and Safety Code § 25249.7(a), preliminarily and permanently enjoin DEFENDANTS from manufacturing, distributing, importing, marketing or otherwise offering the PRODUCTS for sale or use in California without first providing a “clear and reasonable warning” to consumers regarding the presence of, and the harms associated with, exposures to DEHP;
- 2. That the Court, pursuant to Health and Safety Code § 25249.7(a), issue preliminary and permanent injunctions mandating DEFENDANTS recall PRODUCTS intended for sale in or into California that do not bear a clear and reasonable warning;
- 3. That the Court assess civil penalties against DEFENDANTS, and each of them, in the amount of \$2,500 per violation, according to proof at trial;
- 4. That the Court award BSF its reasonable attorneys’ fees and costs of suit; and
- 5. That the Court grant such further relief as it deems just and equitable.

Dated: August 22, 2024

Respectfully submitted,  
SEVEN HILLS LLP

By:   
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Kimberly Gates Johnson  
Attorneys for Plaintiff  
BLUE SKY FOREVER