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CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

BALI LEATHERS, INC., *et al.*,

Defendants.

FILED
Superior Court of California
County of Alameda
05/19/2022
Clad Fluke, Executive Officer / Clerk of the Court
By: Sue Pesko Deputy
S. Pesko

Case No. RG 19-029736

ASSIGNED FOR ALL PURPOSES TO:
The Hon. Evelio Grillo, Dept. 21

**FIRST AMENDED COMPLAINT
FOR INJUNCTIVE RELIEF AND
CIVIL PENALTIES**

Health & Safety Code §25249.6, *et seq.*

(Other)

1 Plaintiff Center for Environmental Health, in the public interest, based on information and
2 belief and investigation of counsel, except for information based on knowledge, hereby makes the
3 following allegations:

4 **INTRODUCTION**

5 1. This Complaint seeks to remedy Defendants' failure to warn individuals in
6 California that they are being exposed to chromium (hexavalent compounds) (referred to herein
7 as "hexavalent chromium"), a chemical known to the State of California to cause cancer and
8 reproductive harm. Such exposures have occurred, and continue to occur, through the
9 manufacture, distribution, sale and use of three types of gloves made with leather materials,
10 which for purposes of this complaint are broken into three groups: (1) fashion and driving gloves
11 ("Fashion and Driving Gloves"); (2) sports gloves ("Sports Gloves"); and (3) work and gardening
12 gloves ("Work and Gardening Gloves"). The Fashion and Driving Gloves, Sports Gloves, and
13 Work and Gardening Gloves at issue in this Complaint are limited to gloves for which normal and
14 foreseeable use will result in one or more chrome-tanned leather components coming into direct
15 contact with the skin of the average user's hand while the gloves are worn (*e.g.*, an unlined glove,
16 or one that is lined with chrome-tanned leather) ("Gloves"). Hexavalent chromium is present in
17 and leaches out of the leather parts of the Gloves. Consumers, including women and men of child
18 bearing age, are exposed to hexavalent chromium when they wear, touch or handle the Gloves.

19 2. Under California's Proposition 65, Health & Safety Code §25249.5, *et seq.*, it is
20 unlawful for businesses to knowingly and intentionally expose individuals in California to
21 chemicals known to the State to cause cancer, birth defects or other reproductive harm without
22 first providing clear and reasonable warnings to exposed individuals. Defendants introduce
23 Gloves containing significant quantities of hexavalent chromium in the leather parts of the Gloves
24 into the California marketplace, thereby exposing people who use the Gloves to hexavalent
25 chromium.

26 3. Despite the fact that Defendants expose women and men of child bearing age and
27 other individuals to hexavalent chromium, Defendants provide no warnings whatsoever about the
28 carcinogenic or reproductive hazards associated with hexavalent chromium exposure resulting

1 from use of the Gloves sold by Defendants. Defendants' conduct thus violates the warning
2 provision of Proposition 65. Health & Safety Code §25249.6.

3 **PARTIES**

4 4. Plaintiff CENTER FOR ENVIRONMENTAL HEALTH (“CEH”) is a non-profit
5 corporation dedicated to protecting the public from environmental health hazards and toxic
6 exposures. CEH is based in Oakland, California and incorporated under the laws of the State of
7 California. CEH is a “person” within the meaning of Health & Safety Code §25249.11(a) and
8 brings this enforcement action in the public interest pursuant to Health & Safety Code
9 §25249.7(d). CEH is a nationally recognized non-profit environmental advocacy group that has
10 prosecuted a large number of Proposition 65 cases in the public interest. These cases have
11 resulted in significant public benefit, including the reformulation of millions of products to
12 remove toxic chemicals and to make them safer. CEH also provides information to Californians
13 about the health risks associated with exposure to hazardous substances, where manufacturers and
14 other responsible parties fail to do so.

15 5. Defendant BALI LEATHERS, INC. is a person in the course of doing business
16 within the meaning of Health & Safety Code §25249.11. Defendant BALI LEATHERS, INC.
17 manufactures, distributes and/or sells Sports Gloves that are sold or used in California.

18 6. Defendant TOUR EDGE MANUFACTURING, INC. is a person in the course of
19 doing business within the meaning of Health & Safety Code §25249.11. Defendant TOUR
20 EDGE MANUFACTURING, INC. manufactures, distributes and/or sells Sports Gloves that are
21 sold or used in California.

22 7. Defendant DOLLAR GENERAL CORPORATION is a person in the course of
23 doing business within the meaning of Health & Safety Code §25249.11. Defendant DOLLAR
24 GENERAL CORPORATION sells Fashion and Driving Gloves that are sold or used in
25 California. Defendant DOLLAR GENERAL CORPORATION's Fashion and Driving Gloves are
26 sold under a brand or trademark that is owned or licensed by DOLLAR GENERAL
27 CORPORATION or an affiliated entity.

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1 8. Defendant DOLGENCORP, LLC is a person in the course of doing business
2 within the meaning of Health & Safety Code §25249.11. Defendant DOLGENCORP, LLC sells
3 Fashion and Driving Gloves that are sold or used in California. Defendant DOLGENCORP,
4 LLC's Fashion and Driving Gloves are sold under a brand or trademark that is owned or licensed
5 by DOLGENCORP, LLC or an affiliated entity.

6 9. Defendant DOLGEN CALIFORNIA, LLC is a person in the course of doing
7 business within the meaning of Health & Safety Code §25249.11. Defendant DOLGEN
8 CALIFORNIA, LLC sells Fashion and Driving Gloves that are sold or used in California.
9 Defendant DOLGEN CALIFORNIA, LLC'S Fashion and Driving Gloves are sold under a brand
10 or trademark that is owned or licensed by DOLGEN CALIFORNIA, LLC or an affiliated entity.

11 10. Defendant G-III APPAREL GROUP, LTD. is a person in the course of doing
12 business within the meaning of Health & Safety Code §25249.11. Defendant G-III APPAREL
13 GROUP, LTD. sells Fashion and Driving Gloves that are sold or used in California. Defendant
14 G-III APPAREL GROUP, LTD.'s Fashion and Driving Gloves are sold under a brand or
15 trademark that is owned or licensed by G-III APPAREL GROUP, LTD. or an affiliated entity.

16 11. Defendant AM RETAIL GROUP, INC. is a person in the course of doing business
17 within the meaning of Health & Safety Code §25249.11. Defendant AM RETAIL GROUP, INC.
18 sells Fashion and Driving Gloves that are sold or used in California. Defendant AM RETAIL
19 GROUP, INC.'s Fashion and Driving Gloves are sold under a brand or trademark that is owned
20 or licensed by AM RETAIL GROUP, INC. or an affiliated entity.

21 12. Defendant GORDINI USA, INC. is a person in the course of doing business
22 within the meaning of Health & Safety Code §25249.11. Defendant GORDINI USA, INC.
23 manufactures, distributes and/or sells Work Gloves that are sold or used in California.

24 13. Defendant CARHARTT, INC. is a person in the course of doing business within
25 the meaning of Health & Safety Code §25249.11. Defendant CARHARTT, INC. manufactures,
26 distributes and/or sells Work Gloves that are sold or used in California.

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1 14. Defendant NIKE, INC. is a person in the course of doing business within the
2 meaning of Health & Safety Code §25249.11. Defendant NIKE, INC. manufactures, distributes
3 and/or sells Sports Gloves that are sold or used in California.

4 15. Defendant NIKE USA, INC. is a person in the course of doing business within the
5 meaning of Health & Safety Code §25249.11. Defendant NIKE USA, INC. manufactures,
6 distributes and/or sells Sports Gloves that are sold or used in California.

7 16. Defendant PETZL AMERICA, INC. is a person in the course of doing business
8 within the meaning of Health & Safety Code §25249.11. Defendant PETZL AMERICA, INC.
9 manufactures, distributes and/or sells Sports Gloves that are sold or used in California.

10 17. Defendant WEST CHESTER HOLDINGS, INC. is a person in the course of doing
11 business within the meaning of Health & Safety Code §25249.11. Defendant WEST CHESTER
12 HOLDINGS, INC. manufactures, distributes and/or sells Work and Gardening Gloves that are
13 sold or used in California.

14 18. Defendant PROTECTIVE INDUSTRIAL PRODUCTS, INC. is a person in the
15 course of doing business within the meaning of Health & Safety Code §25249.11. Defendant
16 PROTECTIVE INDUSTRIAL PRODUCTS, INC. manufactures, distributes and/or sells Work
17 and Gardening Gloves that are sold or used in California.

18 19. Defendant HOME DEPOT U.S.A., INC. is a person in the course of doing
19 business within the meaning of Health & Safety Code §25249.11. Defendant HOME DEPOT
20 U.S.A., INC. sells Work and Gardening Gloves that are sold or used in California. Defendant
21 HOME DEPOT U.S.A., INC.'s Work and Gardening Gloves are sold under a brand or trademark
22 that is owned or licensed by HOME DEPOT U.S.A., INC. or an affiliated entity.

23 20. Defendant LOWE'S HOME CENTERS, LLC is a person in the course of doing
24 business within the meaning of Health & Safety Code §25249.11. Defendant LOWE'S HOME
25 CENTERS, LLC sells Work and Gardening Gloves that are sold or used in California. CEH's
26 claims in this action are limited to Work and Gardening Gloves that are supplied by Defendant
27 WEST CHESTER HOLDINGS, INC and/or Defendant PROTECTIVE INDUSTRIAL
28 PRODUCTS, INC.

1 21. Defendant ZARA USA, INC. is a person in the course of doing business within the
2 meaning of Health & Safety Code §25249.11. Defendant ZARA USA, INC. sells Driving and
3 Fashion Gloves that are sold or used in California. ZARA USA, INC.'s Fashion and Driving
4 Gloves are sold under a brand or trademark that is owned or licensed by ZARA USA, INC. or an
5 affiliated entity.

6 22. Defendant HARBOR FREIGHT TOOLS USA, INC. is a person in the course of
7 doing business within the meaning of Health & Safety Code §25249.11. Defendant HARBOR
8 FREIGHT TOOLS USA, INC. manufactures, distributes and/or sells Work and Gardening
9 Gloves that are sold or used in California.

10 23. Defendant CENTRAL PURCHASING, LLC is a person in the course of doing
11 business within the meaning of Health & Safety Code §25249.11. Defendant CENTRAL
12 PURCHASING, LLC manufactures, distributes and/or sells Work and Gardening Gloves that are
13 sold or used in California.

14 24. Defendant MIDWEST QUALITY GLOVES, INC. is a person in the course of
15 doing business within the meaning of Health & Safety Code §25249.11. Defendant MIDWEST
16 QUALITY GLOVES, INC. manufactures, distributes and/or sells Work and Gardening Gloves
17 that are sold or used in California.

18 25. Defendant SAM'S WEST, INC. is a person in the course of doing business within
19 the meaning of Health & Safety Code §25249.11. Defendant SAM'S WEST, INC. manufactures,
20 distributes and/or sells Work and Gardening Gloves that are sold or used in California.

21 26. Defendant MILWAUKEE ELECTRIC TOOL CORPORATION is a person in the
22 course of doing business within the meaning of Health & Safety Code §25249.11. Defendant
23 MILWAUKEE ELECTRIC TOOL CORPORATION manufactures, distributes and/or sells Work
24 and Gardening Gloves that are sold or used in California.

25 27. Defendant CARROLL COMPANIES, INC. is a person in the course of doing
26 business within the meaning of Health & Safety Code §25249.11. Defendant CARROLL
27 COMPANIES, INC. manufactures, distributes and/or sells Work and Gardening Gloves that are
28 sold or used in California.

1 28. Defendant JR286, INC. is a person in the course of doing business within the
2 meaning of Health & Safety Code §25249.11. Defendant JR286, INC. manufactures, distributes
3 and/or sells Sports Gloves that are sold or used in California.

4 29. Defendant BRAV USA, INC. is a person in the course of doing business within
5 the meaning of Health & Safety Code §25249.11. Defendant BRAV USA, INC. manufactures,
6 distributes and/or sells Sports Gloves that are sold or used in California.

7 30. Defendant ULTRA MARKETING, INC. is a person in the course of doing
8 business within the meaning of Health & Safety Code §25249.11. Defendant ULTRA
9 MARKETING, INC. manufactures, distributes and/or sells Work Gloves that are sold or used in
10 California.

11 31. DOES 3 through 100 are each a person in the course of doing business within the
12 meaning of Health & Safety Code §25249.11. DOES 3 through 100 sell Sports Gloves that are
13 sold or used in California.

14 32. DOES 101 through 200 are each a person in the course of doing business within
15 the meaning of Health & Safety Code §25249.11. DOES 101 through 200 sell Fashion and
16 Driving Gloves that are sold or used in California.

17 33. DOES 218 through 300 are each a person in the course of doing business within
18 the meaning of Health & Safety Code §25249.11. DOES 218 through 300 sell Work and
19 Gardening Gloves that are sold or used in California.

20 34. The true names of DOES 3 through 300, 101 through 200, and 218 through 300
21 are either unknown to CEH at this time or the applicable time period before which CEH may file
22 a Proposition 65 action has not run. When their identities are ascertained or the applicable time
23 period before which CEH may file a Proposition 65 action has run, the Complaint shall be
24 amended to reflect their true names.

25 35. The defendants identified in paragraphs 5 through 29 and DOES 3 through 300,
26 101 through 200, and 218 through 300 are collectively referred to herein as “Defendants.”
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1 **JURISDICTION AND VENUE**

2 36. The Court has jurisdiction over this action pursuant to Health & Safety Code
3 §25249.7, which allows enforcement in any court of competent jurisdiction, and pursuant to
4 California Constitution Article VI, Section 10, because this case is a cause not given by statute to
5 other trial courts.

6 37. This Court has jurisdiction over Defendants because each is a business entity that
7 does sufficient business, has sufficient minimum contacts in California, or otherwise intentionally
8 avails itself of the California market through the sale, marketing, or use of Gloves in California or
9 by having such other contacts with California so as to render the exercise of jurisdiction over it by
10 the California courts consistent with traditional notions of fair play and substantial justice.

11 38. Venue is proper in Alameda County Superior Court because one or more of the
12 violations arise in the County of Alameda.

13 **BACKGROUND FACTS**

14 39. The People of the State of California have declared by initiative under Proposition
15 65 their right “[t]o be informed about exposures to chemicals that cause cancer, birth defects, or
16 other reproductive harm.” Proposition 65, §1(b).

17 40. To effectuate this goal, Proposition 65 prohibits exposing people to chemicals
18 listed by the State of California as known to cause cancer, birth defects or other reproductive
19 harm above certain levels without a “clear and reasonable warning” unless the business
20 responsible for the exposure can prove that it fits within a statutory exemption. Health & Safety
21 Code §25249.6 states, in pertinent part:

22 No person in the course of doing business shall knowingly and
23 intentionally expose any individual to a chemical known to the state to
24 cause cancer or reproductive toxicity without first giving clear and
reasonable warning to such individual. . .

25 41. On February 27, 1987, the State of California officially listed chromium
26 (hexavalent compounds) as a chemical known to cause cancer. On February 27, 1988, one year
27 after it was listed as a chemical known to cause cancer, hexavalent chromium became subject to
28

1 the clear and reasonable warning requirement regarding carcinogens under Proposition 65. 27
2 C.C.R. §27001(b); Health & Safety Code §25249.10(b).

3 42. On December 19, 2008, the State of California officially listed chromium
4 (hexavalent compounds) as a chemical known to cause reproductive toxicity. Hexavalent
5 chromium is specifically identified as a reproductive toxicant under three subcategories:
6 “developmental reproductive toxicity,” which means harm to the developing fetus, “female
7 reproductive toxicity,” which means harm to the female reproductive system, and “male
8 reproductive toxicity,” which means harm to the male reproductive system. 27 California Code
9 of Regulations (“C.C.R.”) §27001(c). On December 19, 2009, one year after it was listed as a
10 chemical known to cause reproductive toxicity, hexavalent chromium became subject to the clear
11 and reasonable warning requirement regarding reproductive toxicants under Proposition 65. *Id.*;
12 Health & Safety Code §25249.10(b).

13 43. Exposures to hexavalent chromium are of particular concern in light of the highly
14 toxic nature of the chemical. Numerous studies have demonstrated adverse developmental effects
15 resulting from exposure to hexavalent chromium, including increased postimplantation loss,
16 decreased number of live fetuses/litter, decreased fetal weight, internal and skeletal
17 malformations, delayed sexual maturation in offspring, decreased sperm count, and increased
18 percentage of abnormal sperm. *See* Agency for Toxic Substances and Disease Registry
19 (“ASTDR”), U.S. Department of Health & Human Services, *Toxicological Profile for Chromium*
20 (September 2012), pp. 18-19, *available at* <https://www.atsdr.cdc.gov/toxprofiles/tp7.pdf> (last
21 visited May 19, 2022). In addition, studies using rats and mice have shown that exposure to
22 hexavalent chromium causes a variety of cancers including cancers of the gastrointestinal tract,
23 stomach, tongue and small intestine. *Id.* pp. 21-23.

24 44. The leather materials in the Gloves are made through tanning. Tanning is the
25 process of treating animal hide to stabilize the resulting material so that it will not rot or harden
26 into an unusable form when exposed to heat, water or other environmental media. The tanning
27 process first involves preparing the hide by scraping it clean of meat, fat and hair. The hide is
28 then chemically treated and tanned. While some leather is tanned through chemicals found in

1 vegetables, today trivalent chromium is the most common chemical used in the leather tanning
2 process. If strict protocols are not observed, the trivalent chromium transforms into hexavalent
3 chromium and residue of the hexavalent chromium remains present in and leaches out of the
4 finished leather.

5 45. The leather parts of Defendants' Gloves contain sufficient quantities of hexavalent
6 chromium such that individuals who wear, touch or handle the Gloves are exposed to a significant
7 amount of hexavalent chromium. The primary routes of exposure for the violations are: (1)
8 dermal absorption directly through the skin when consumers wear, touch or handle the Gloves or
9 otherwise have direct skin to leather contact with the leather parts of the Gloves; and (2) ingestion
10 via hand to mouth contact after consumers wear, touch or handle the Gloves. These exposures
11 occur in homes, workplaces and everywhere else throughout California where the Gloves are sold
12 and used.

13 46. No clear and reasonable warning is provided with Defendants' Gloves regarding
14 the carcinogenic or reproductive hazards of hexavalent chromium.

15 47. Any person acting in the public interest has standing to enforce violations of
16 Proposition 65 provided that such person has supplied the requisite public enforcers with a valid
17 60-Day Notice of Violation and such public enforcers are not diligently prosecuting the action
18 within such time. Health & Safety Code §25249.7(d).

19 48. More than sixty days prior to naming each Defendant in this lawsuit, CEH
20 provided a 60-Day "Notice of Violation" of Proposition 65 to the California Attorney General, to
21 the District Attorneys of every county in California, to the City Attorneys of every California city
22 with a population greater than 750,000 and to each of the named Defendants. In compliance with
23 Health & Safety Code §25249.7(d) and 27 C.C.R. §25903(b), each Notice included the following
24 information: (1) the name and address of each violator; (2) the statute violated; (3) the time period
25 during which violations occurred; (4) specific descriptions of the violations, including (a) the
26 routes of exposure to hexavalent chromium from the Gloves, and (b) the specific type of Gloves
27 sold and used in violation of Proposition 65; and (5) the name of the specific Proposition 65-listed
28 chemical that is the subject of the violations described in each Notice.

1 49. CEH also sent a Certificate of Merit for each Notice to the California Attorney
2 General, to the District Attorneys of every county in California, to the City Attorneys of every
3 California city with a population greater than 750,000, and to each of the named Defendants. In
4 compliance with Health & Safety Code §25249.7(d) and 11 C.C.R. §3101, each Certificate
5 certified that CEH’s counsel: (1) has consulted with one or more persons with relevant and
6 appropriate experience or expertise who reviewed facts, studies, or other data regarding the
7 exposures to hexavalent chromium alleged in each Notice; and (2) based on the information
8 obtained through such consultations, believes that there is a reasonable and meritorious case for a
9 citizen enforcement action based on the facts alleged in each Notice. In compliance with Health
10 & Safety Code §25249.7(d) and 11 C.C.R. §3102, each Certificate served on the Attorney
11 General included factual information – provided on a confidential basis – sufficient to establish
12 the basis for the Certificate, including the identity of the person(s) consulted by CEH’s counsel
13 and the facts, studies, or other data reviewed by such persons.

14 50. None of the public prosecutors with the authority to prosecute violations of
15 Proposition 65 has commenced or is diligently prosecuting a cause of action against Defendants
16 under Health & Safety Code §25249.5, *et seq.*, based on the claims asserted in any of CEH’s
17 Notices regarding hexavalent chromium in the Gloves.

18 51. Defendants both know and intend that individuals, including women and men of
19 child bearing age, will wear, touch or handle the Gloves, thus exposing them to hexavalent
20 chromium.

21 52. Nevertheless, Defendants continue to expose consumers, including women and
22 men of child bearing age, to hexavalent chromium without prior clear and reasonable warnings
23 regarding the carcinogenic or reproductive hazards of hexavalent chromium.

24 53. CEH has engaged in good-faith efforts to resolve the claims alleged herein prior to
25 filing this Complaint.

26 54. Any person “violating or threatening to violate” Proposition 65 may be enjoined in
27 any court of competent jurisdiction. Health & Safety Code §25249.7. “Threaten to violate” is
28 defined to mean “to create a condition in which there is a substantial probability that a violation

1 will occur.” Health & Safety Code §25249.11(e). Proposition 65 provides for civil penalties not
2 to exceed \$2,500 per day for each violation of Proposition 65.

3 **FIRST CAUSE OF ACTION**
4 **(Violations of Health & Safety Code §25249.6)**
5 **(Against Sports Gloves Defendants Only)**

6 55. CEH realleges and incorporates by reference as if specifically set forth herein each
7 of the preceding paragraphs.

8 56. By placing their Sports Gloves into the stream of commerce, Defendants NIKE,
9 INC., NIKE USA, INC., BALI LEATHERS, INC., TOUR EDGE MANUFACTURING, INC.,
10 PETZL AMERICA, INC., JR286, INC., BRAV USA, INC., and DOES 3 through 100
11 (collectively, the “Sports Gloves Defendants”) are each a person in the course of doing business
12 within the meaning of Health & Safety Code §25249.11.

13 57. Hexavalent chromium is a chemical listed by the State of California as known to
14 cause cancer, birth defects, and other reproductive harm.

15 58. The Sports Gloves Defendants know that average use of their Sports Gloves will
16 expose users to hexavalent chromium. Sports Gloves Defendants intend that their Sports Gloves
17 be used in a manner that results in exposures to hexavalent chromium.

18 59. The Sports Gloves Defendants have failed, and continue to fail, to provide clear
19 and reasonable warnings regarding the carcinogenicity and reproductive toxicity of hexavalent
20 chromium to users of their Sports Gloves.

21 60. By committing the acts alleged above, Sports Gloves Defendants have at all times
22 relevant to this Complaint violated Proposition 65 by knowingly and intentionally exposing
23 individuals to hexavalent chromium without first giving clear and reasonable warnings to such
24 individuals regarding the carcinogenicity and reproductive toxicity of hexavalent chromium.

25 **SECOND CAUSE OF ACTION**
26 **(Violations of Health & Safety Code §25249.6)**
27 **(Against Fashion and Driving Gloves Defendants Only)**

28 61. CEH realleges and incorporates by reference as if specifically set forth herein each
of the preceding paragraphs.

1 HOME CENTERS, LLC, HARBOR FREIGHT TOOLS USA, INC., CENTRAL
2 PURCHASING, LLC, MIDWEST QUALITY GLOVES, INC., SAM’S WEST, INC.,
3 MILWAUKEE ELECTRIC TOOL CORPORATION, CARROLL COMPANIES, INC., ULTRA
4 MARKETING, INC., and DOES 218 through 300 (collectively, the “Work and Gardening
5 Gloves Defendants”) are each a person in the course of doing business within the meaning of
6 Health & Safety Code §25249.11.

7 69. Hexavalent chromium is a chemical listed by the State of California as known to
8 cause cancer, birth defects, and other reproductive harm.

9 70. The Work and Gardening Gloves Defendants know that average use of their Work
10 and Gardening Gloves will expose users to hexavalent chromium. The Work and Gardening
11 Gloves Defendants intend that their Work and Gardening Gloves be used in a manner that results
12 in exposures to hexavalent chromium.

13 71. The Work and Gardening Gloves Defendants have failed, and continue to fail, to
14 provide clear and reasonable warnings regarding the carcinogenicity and reproductive toxicity of
15 hexavalent chromium to users of their Work and Gardening Gloves.

16 72. By committing the acts alleged above, the Work and Gardening Gloves
17 Defendants have at all times relevant to this Complaint violated Proposition 65 by knowingly and
18 intentionally exposing individuals to hexavalent chromium without first giving clear and
19 reasonable warnings to such individuals regarding the carcinogenicity and reproductive toxicity
20 of hexavalent chromium.

21 **PRAYER FOR RELIEF**

22 CEH prays for judgment against Defendants as follows:

23 1. That the Court, pursuant to Health & Safety Code §25249.7(a), preliminarily and
24 permanently enjoin Defendants from offering the Gloves for sale in California without either
25 reformulating the Gloves such that no Proposition 65 warnings are required or providing prior
26 clear and reasonable warnings, as CEH shall specify in further application to the Court;

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2. That the Court, pursuant to Health & Safety Code §25249.7(b), assess civil penalties against each of the Defendants in the amount of \$2,500 per day for each violation of Proposition 65 according to proof;

3. That the Court, pursuant to Health & Safety Code §25249.7(a), order Defendants to take action to stop ongoing unwarned exposures to hexavalent chromium resulting from use of the Gloves sold by Defendants, as CEH shall specify in further application to the Court;


4. That the Court, pursuant to Code of Civil Procedure § 1021.5 or any other applicable theory, grant CEH its 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: May 19, 2022

Respectfully submitted,

LEXINGTON LAW GROUP



Eric S. Somers
Attorneys for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

1 **PROOF OF SERVICE**

2 I, Alexis Pearson, declare:

3 I am a citizen of the United States and employed in the County of San Francisco, State of
4 California. I am over the age of eighteen (18) years and not a party to this action. My business
5 address is 503 Divisadero Street, San Francisco, CA 94117 and my email address is
apearson@lexlawgroup.com.

6 On May 19, 2022, I served the following document(s) on all interested parties in this
7 action by placing a true copy thereof in the manner and at the addresses indicated below:

8 **FIRST AMENDED COMPLAINT**

9 **BY MAIL:** I am readily familiar with the firm's practice for collecting and processing mail
10 with the United States Postal Service ("USPS"). Under that practice, mail would be deposited
11 with USPS that same day with postage thereon fully prepaid at San Francisco, California in the
ordinary course of business. On this date, I placed sealed envelopes containing the above
mentioned documents for collection and mailing following my firm's ordinary business practices.

12 **BY FACSIMILE:** I caused all pages of the document(s) listed above to be transmitted via
13 facsimile to the fax number(s) as indicated and said transmission was reported as complete and
without error.

14 **BY ELECTRONIC MAIL:** I transmitted a PDF version of the document(s) listed above via
15 email to the email address(es) indicated on the attached service list [or noted above] before 5 p.m.
on the date executed.

16 *Please see attached service list*

17 **BY PERSONAL DELIVERY:** I placed all pages of the document(s) listed above in a sealed
18 envelope addressed to the party(ies) listed above, and caused such envelope to be delivered by
hand to the addressee(s) as indicated.

19 **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility
20 regularly maintained by FedEx, or delivered such document(s) to a courier or driver authorized by
FedEx, with delivery fees paid or provided for, and addressed to the person(s) being served
below.

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

23 Executed on May 19, 2022 at San Francisco, California.

24 

25 _____
26 Alexis Pearson
27
28

SERVICE LIST
CEH v. Bali Leathers, Inc., et al.
Case No. RG 19-029736

ADDRESS	DEFENDANT
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