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CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CENTER FOR ENVIRONMENTAL HEALTH, a
non-profit corporation,

Plaintiff,

v.

THE VITA COCO COMPANY INC.,
ADVANCED BUSINESS STRATEGIES LLC;
ALDI FOODS INC.; ALDI INC.; ALL MARKET
INC.; AMAZON.COM, INC.; AMAZON.COM
SERVICES LLC; ARCADIA BIOSCIENCES,
INC.; C2O COCONUT WATER, LLC; COAQUA
NA, INC.; DOLLAR TREE STORES, INC.;
EDWARD & SONS TRADING CO., INC.;
GROCERY OUTLET INC.; GOYA FOODS, INC.;
GOYA FOODS OF CALIFORNIA, INC.; IBERIA
FOODS, LLC; JARRITOS, INC.; JIRAPHA
AMERICA LLC; KEHE DISTRIBUTORS, INC.;
KEHE DISTRIBUTORS, LLC; KHONG GUAN
CORPORATION; MERCADO LATINO, INC.;
MIRA INTERNATIONAL FOODS, INC.; NAME
RITE, LLC; NOVA USA INC.; ONE HUNDRED
COCONUTS LLC; P.S.W. INC.; PURCELL
INTERNATIONAL; RALEY'S; RITE AID
CORPORATION; SMART & FINAL LLC;
SMART & FINAL STORES LLC; SPROUTS
FARMERS MARKET, INC.; SUN HING FOODS,
INC.; TARGET BRANDS, INC.; TARGET
CORPORATION; THAI AGRI FOODS PUBLIC

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

05/23/2025
Clerk of the Court
BY: EDWARD SANTOS
Deputy Clerk

Civil Case No.: CGC-25-623029

ASSIGNED FOR ALL PURPOSES TO:
Judge Ethan P. Schulman, Dept. 304

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

Health & Safety Code § 25249.6 *et seq.*

1 COMPANY LIMITED; THE KROGER CO.; THE
2 NEIGHBORHOOD BEVERAGE COMPANY,
3 INC.; TIPP DISTRIBUTORS, INC.; TRADER
4 JOE’S COMPANY; WALMART, INC.; WHOLE
FOODS MARKET CALIFORNIA, INC.; and
DOES 1 through 100, inclusive,

5 Defendants.

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

4 **INTRODUCTION**

5 1. This Complaint seeks to remedy Defendants' ongoing violations of California's
6 Proposition 65, Health & Safety Code §25249.5, *et seq.* Defendants violate Proposition 65 by
7 knowingly and intentionally exposing individuals in California to Bisphenol A ("BPA"), a chemical
8 known to the State of California to cause birth defects and other reproductive harm. Such exposures
9 have occurred, and continue to occur, when individuals consume coconut water sold by Defendants in
10 metal cans, cartons, and other containers ("Coconut Water").

11 2. Under Proposition 65 it is unlawful for businesses to knowingly and intentionally expose
12 individuals in California to chemicals known to the State to cause birth defects or other reproductive
13 harm without first providing clear and reasonable warnings to exposed individuals. Defendants
14 introduce Coconut Water containing significant quantities of BPA into the California marketplace,
15 thereby exposing consumers to BPA.

16 3. Despite the fact that Defendants expose those who are pregnant, those who are seeking to
17 become pregnant, and others to BPA, Defendants provide no warnings whatsoever about the
18 reproductive hazards associated with BPA exposure. Defendants' conduct thus violates the warning
19 provision of Proposition 65. Health & Safety Code § 25249.6.

20 **PARTIES**

21 4. Plaintiff CENTER FOR ENVIRONMENTAL HEALTH ("CEH") is a non-profit
22 corporation dedicated to protecting the public from environmental health hazards and toxic exposures.
23 CEH is based in Oakland, California and incorporated under the laws of the State of California. CEH is
24 a "person" within the meaning of Health & Safety Code § 25249.11(a) and brings this enforcement
25 action in the public interest pursuant to Health & Safety Code § 25249.7(d). CEH is a nationally
26 recognized not for profit environmental advocacy group that has prosecuted numerous Proposition 65
27 cases in the public interest. Through its work, CEH has created substantial public benefit, including the
28 reformulation or removal from the market of millions of products harming consumers and the

environment. CEH also provides information to Californians about the health risks associated with exposure to hazardous substances when manufacturers and other responsible parties fail to do so.

5. Defendant ADVANCED BUSINESS STRATEGIES LLC is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. ADVANCED BUSINESS STRATEGIES LLC markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California.

6. Defendant ALDI FOODS INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. ALDI FOODS INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against ALDI FOODS INC. in this action are limited to coconut water packaged in cans sold under the Nature's Nectar brand.

7. Defendant ALDI INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. ALDI INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against ALDI INC. in this action are limited to coconut water packaged in cans sold under the Nature's Nectar brand.

8. Defendant ALL MARKET INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. ALL MARKET INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against ALL MARKET INC. in this action are limited to its coconut water packaged in cans.

9. Defendant AMAZON.COM, INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. AMAZON.COM, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against AMAZON.COM, INC. in this action are limited to coconut water packaged in cans and sold under the Happy Belly brand.

10. Defendant AMAZON.COM SERVICES LLC is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. AMAZON.COM SERVICES LLC markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's

claims against AMAZON.COM SERVICES LLC in this action are limited to coconut water packaged in cans and sold under the Happy Belly brand.

11. Defendant ARCADIA BIOSCIENCES, INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. ARCADIA BIOSCIENCES, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against ARCADIA BIOSCIENCES, INC. in this action are limited to its coconut water packaged in cans.

12. Defendant C2O COCONUT WATER, LLC is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. C2O COCONUT WATER, LLC markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against C2O COCONUT WATER, LLC in this action are limited to its coconut water packaged in cans.

13. Defendant COAQUA NA, INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. COAQUA NA, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against COAQUA NA, INC. in this action are limited to its coconut water packaged in cans.

14. Defendant DOLLAR TREE STORES, INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. DOLLAR TREE STORES, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against DOLLAR TREE STORES, INC. in this action are limited to coconut water packaged in cans and sold under the Pure Squeeze brand.

15. Defendant EDWARD & SONS TRADING CO., INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. EDWARD & SONS TRADING CO., INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against EDWARD & SONS TRADING CO., INC. in this action are limited to its coconut water packaged in cans.

16. Defendant GROCERY OUTLET INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. GROCERY OUTLET INC. markets, distributes,

1 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
2 GROCERY OUTLET INC. in this action are limited to coconut water packaged in cans and sold under
3 the Azul brand.

4 17. Defendant GOYA FOODS, INC. is a person in the course of doing business within the
5 meaning of Health & Safety Code §25249.11. GOYA FOODS, INC. markets, distributes, licenses,
6 and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against GOYA
7 FOODS, INC. in this action are limited to its coconut water packaged in cans.

8 18. Defendant GOYA FOODS OF CALIFORNIA, INC. is a person in the course of doing
9 business within the meaning of Health & Safety Code §25249.11. GOYA FOODS OF CALIFORNIA,
10 INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in
11 California. CEH's claims against GOYA FOODS OF CALIFORNIA, INC. in this action are limited to
12 its coconut water packaged in cans.

13 19. Defendant IBERIA FOODS, LLC is a person in the course of doing business within the
14 meaning of Health & Safety Code §25249.11. IBERIA FOODS, LLC markets, distributes, licenses,
15 and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against IBERIA
16 FOODS, LLC in this action are limited to its coconut water packaged in cans.

17 20. Defendant JARRITOS, INC. is a person in the course of doing business within the
18 meaning of Health & Safety Code §25249.11. JARRITOS, INC. markets, distributes, licenses, and/or
19 sells Coconut Water containing BPA for sale or use in California. CEH's claims against JARRITOS,
20 INC. in this action are limited to its coconut water packaged in cans.

21 21. Defendant JIRAPHA AMERICA LLC is a person in the course of doing business within
22 the meaning of Health & Safety Code §25249.11. JIRAPHA AMERICA LLC markets, distributes,
23 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
24 JIRAPHA AMERICA LLC in this action are limited to its coconut water packaged in cartons.

25 22. Defendant KEHE DISTRIBUTORS, INC. is a person in the course of doing business
26 within the meaning of Health & Safety Code §25249.11. KEHE DISTRIBUTORS, INC. markets,
27 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
28

claims against KEHE DISTRIBUTORS, INC. in this action are limited to its coconut water packaged in cans.

23. Defendant KEHE DISTRIBUTORS, LLC is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. KEHE DISTRIBUTORS, LLC markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against KEHE DISTRIBUTORS, LLC in this action are limited to its coconut water packaged in cans.

24. Defendant KHONG GUAN CORPORATION is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. KHONG GUAN CORPORATION markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against KHONG GUAN CORPORATION in this action are limited to its coconut water packaged in cans.

25. Defendant MERCADO LATINO, INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. MERCADO LATINO, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against MERCADO LATINO, INC. in this action are limited to coconut water packaged in cans.

26. Defendant MIRA INTERNATIONAL FOODS, INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. MIRA INTERNATIONAL FOODS, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against MIRA INTERNATIONAL FOODS, INC. in this action are limited to coconut water packaged in cans.

27. Defendant NAME RITE, LLC is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. NAME RITE, LLC markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against NAME RITE, LLC in this action are limited to its coconut water packaged in cans.

28. Defendant NOVA USA INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. NOVA USA INC. markets, distributes, licenses, and/or

1 sells Coconut Water containing BPA for sale or use in California. CEH's claims against NOVA USA
2 INC. in this action are limited to its coconut water packaged in cans.

3 29. Defendant ONE HUNDRED COCONUTS LLC is a person in the course of doing
4 business within the meaning of Health & Safety Code §25249.11. ONE HUNDRED COCONUTS LLC
5 markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California.
6 CEH's claims against ONE HUNDRED COCONUTS LLC in this action are limited to its coconut water
7 packaged in cans.

8 30. Defendant P.S.W. INC. is a person in the course of doing business within the meaning of
9 Health & Safety Code §25249.11. P.S.W. INC. markets, distributes, licenses, and/or sells Coconut
10 Water containing BPA for sale or use in California. CEH's claims against P.S.W. INC. in this action are
11 limited to its coconut water packaged in cans.

12 31. Defendant PURCELL INTERNATIONAL is a person in the course of doing business
13 within the meaning of Health & Safety Code §25249.11. PURCELL INTERNATIONAL markets,
14 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
15 claims against PURCELL INTERNATIONAL in this action are limited to its coconut water packaged in
16 cans.

17 32. Defendant RALEY'S is a person in the course of doing business within the meaning of
18 Health & Safety Code §25249.11. RALEY'S markets, distributes, licenses, and/or sells Coconut Water
19 containing BPA for sale or use in California. CEH's claims against RALEY'S in this action are limited
20 to coconut water packaged in cans sold under the Raley's brand.

21 33. Defendant RITE AID CORPORATION is a person in the course of doing business within
22 the meaning of Health & Safety Code §25249.11. RITE AID CORPORATION markets, distributes,
23 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
24 RITE AID CORPORATION in this action are limited to coconut water packaged in cans sold under the
25 Refreshery and Chaokoh brands.

26 34. Defendant SMART & FINAL LLC is a person in the course of doing business within the
27 meaning of Health & Safety Code §25249.11. SMART & FINAL LLC markets, distributes, licenses,
28 and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against SMART

1 & FINAL LLC in this action are limited to coconut water packaged in cans and sold under the Sun
2 Harvest brand.

3 35. Defendant SMART & FINAL STORES LLC is a person in the course of doing business
4 within the meaning of Health & Safety Code §25249.11. SMART & FINAL STORES LLC markets,
5 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
6 claims against SMART & FINAL STORES LLC in this action are limited to coconut water packaged in
7 cans and sold under the Sun Harvest brand.

8 36. Defendant SPROUTS FARMERS MARKET, INC. is a person in the course of doing
9 business within the meaning of Health & Safety Code §25249.11. SPROUTS FARMERS MARKET,
10 INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in
11 California. CEH's claims against SPROUTS FARMERS MARKET, INC. in this action are limited to
12 coconut water packaged in cans and sold under the Sprouts Farmers Market and CoAqua brands.

13 37. Defendant SUN HING FOODS, INC. is a person in the course of doing business within
14 the meaning of Health & Safety Code §25249.11. SUN HING FOODS, INC. markets, distributes,
15 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
16 SUN HING FOODS, INC. in this action are limited to its coconut water packaged in cans.

17 38. Defendant TARGET BRANDS, INC. is a person in the course of doing business within
18 the meaning of Health & Safety Code §25249.11. TARGET BRANDS, INC. markets, distributes,
19 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
20 TARGET BRANDS, INC. in this action are limited to coconut water packaged in cartons and sold under
21 the Good & Gather brand.

22 39. Defendant TARGET CORPORATION is a person in the course of doing business within
23 the meaning of Health & Safety Code §25249.11. TARGET CORPORATION markets, distributes,
24 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
25 TARGET CORPORATION in this action are limited to coconut water packaged in cartons and sold
26 under the Good & Gather brand.

27 40. Defendant THAI AGRI FOODS PUBLIC COMPANY LIMITED is a person in the
28 course of doing business within the meaning of Health & Safety Code §25249.11. THAI AGRI FOODS

1 PUBLIC COMPANY LIMITED markets, distributes, licenses, and/or sells Coconut Water containing
2 BPA for sale or use in California. CEH's claims against THAI AGRI FOODS PUBLIC COMPANY
3 LIMITED in this action are limited to its coconut water packaged in cans.

4 41. Defendant THE KROGER CO. is a person in the course of doing business within the
5 meaning of Health & Safety Code §25249.11. THE KROGER CO. markets, distributes, licenses, and/or
6 sells Coconut Water containing BPA for sale or use in California. CEH's claims against THE KROGER
7 CO. in this action are limited to coconut water packaged in cartons and sold under the Simple Truth
8 Organic brand.

9 42. Defendant THE NEIGHBORHOOD BEVERAGE COMPANY, INC. is a person in the
10 course of doing business within the meaning of Health & Safety Code §25249.11. THE
11 NEIGHBORHOOD BEVERAGE COMPANY, INC. markets, distributes, licenses, and/or sells Coconut
12 Water containing BPA for sale or use in California. CEH's claims against THE NEIGHBORHOOD
13 BEVERAGE COMPANY, INC. in this action are limited to its coconut water packaged in cans.

14 43. Defendant THE VITA COCO COMPANY INC. is a person in the course of doing
15 business within the meaning of Health & Safety Code §25249.11. THE VITA COCO COMPANY INC.
16 markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California.
17 CEH's claims against THE VITA COCO COMPANY INC. in this action are limited to its coconut
18 water packaged in cans.

19 44. Defendant TIPP DISTRIBUTORS, INC. is a person in the course of doing business
20 within the meaning of Health & Safety Code §25249.11. TIPP DISTRIBUTORS, INC. markets,
21 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
22 claims against TIPP DISTRIBUTORS, INC. in this action are limited to its coconut water packaged in
23 cans.

24 45. Defendant TRADER JOE'S COMPANY is a person in the course of doing business
25 within the meaning of Health & Safety Code §25249.11. TRADER JOE'S COMPANY markets,
26 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
27 claims against TRADER JOE'S COMPANY in this action are limited to its coconut water packaged in
28 cartons.

46. Defendant WALMART, INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. WALMART, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against WALMART, INC. in this action are limited to coconut water packaged in cans and sold under the FOCO and Jarritos brands.

47. Defendant WHOLE FOODS MARKET CALIFORNIA, INC. is a person in the course of doing business within the meaning of Health & Safety Code §25249.11. WHOLE FOODS MARKET CALIFORNIA, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against WHOLE FOODS MARKET CALIFORNIA, INC. in this action are limited to coconut water packaged in cans and sold under the 365 Whole Foods Market, Amy & Brian, and Taste Nirvana brands.

48. Does 1 through 100 are each a person in the course of doing business within the meaning of Health & Safety Code §25249.11. Does 1 through 100 manufacture, distribute, and/or sell Coconut Water containing BPA for sale or use in California. Does 1 through 100 each market, distribute, and/or sell Coconut Water that is available for purchase and consumption to individuals in California and purchased or consumed by individuals in California.

49. The true names of DOES 1 through 100 are either unknown to CEH at this time or the applicable time period before which CEH may file a Proposition 65 action has not run. When CEH ascertains the identifies of the DOE Defendants or the applicable time period before which CEH may file a Proposition 65 action has run, CEH will amend the Complaint to reflect the true names and identities of the Doe Defendants.

50. The defendants identified in the above paragraphs and DOES 1 through 100 are collectively referred to herein as “Defendants.”

JURISDICTION AND VENUE

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

52. This Court has jurisdiction over Defendants because each is a business entity that either (i) has its principal place of business in California or is headquartered in California; or (ii) does sufficient business, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market through its sale, marketing, or distribution of Coconut Water in California and such business and contacts gave rise to the claims at issue. Such contacts with California also render the exercise of jurisdiction over Defendants by California courts consistent with traditional notions of fair play and substantial justice.

53. Venue is proper in San Francisco Superior Court because one or more of the violations arise in the County of San Francisco.

BACKGROUND FACTS

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

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

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

56. On May 11, 2015, the State of California officially listed BPA as a female reproductive toxicant. 27 California Code of Regulations (“C.C.R.”) § 27001(b). On May 11, 2016, BPA became subject to the clear and reasonable warning requirement regarding reproductive toxicity under Proposition 65. Health & Safety Code § 25249.10(b).

57. On December 18, 2020, the State of California officially listed BPA as a developmental toxicant. 27 C.C.R. § 27001(b). On December 18, 2021, BPA became subject to the clear and reasonable warning requirement regarding developmental toxicity under Proposition 65. Health & Safety Code § 25249.10(b).

1 58. The addition of BPA in the Coconut Water is not necessary, as coconut water can be
2 produced, processed, packaged, and sold without BPA. Defendants' Coconut Water contains sufficient
3 quantities of BPA such that Defendants expose individuals who consume the Coconut Water to BPA.
4 The primary route of exposure for the violations is direct ingestion when consumers drink the Coconut
5 Water. These exposures occur in homes, workplaces, and everywhere else throughout California where
6 the Coconut Water is consumed.

7 59. Defendants fail to provide any warning, let alone the required clear and reasonable
8 warning, with their Coconut Water regarding the reproductive and developmental toxicity of BPA. The
9 failure to warn here is particularly troubling given that coconut water is often marketed as a "health" and
10 "sports" drink that consumers should consume regularly and in large quantities to hydrate themselves.

11 60. Any person acting in the public interest has standing to enforce violations of Proposition
12 65 provided that such person supplied the requisite public enforcers with a valid 60-Day Notice of
13 Violation and such public enforcers are not diligently prosecuting the action within such time. Health &
14 Safety Code §25249.7(d).

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

25 62. CEH also sent a Certificate of Merit for each Notice to the California Attorney General,
26 to the District Attorneys of every county in California, to the City Attorneys of every California city
27 with a population greater than 750,000, and to each of the named Defendants. In compliance with
28 Health & Safety Code §25249.7(d) and 11 C.C.R. §3101, each Certificate certified that CEH's counsel:

(1) has consulted with one or more persons with relevant and appropriate experience or expertise who reviewed facts, studies, or other data regarding the exposures to BPA alleged in each Notice; and (2) based on the information obtained through such consultations, believes that there is a reasonable and meritorious case for a citizen enforcement action based on the facts alleged in each Notice. In compliance with Health & Safety Code §25249.7(d) and 11 C.C.R. §3102, each Certificate served on the Attorney General included factual information – provided on a confidential basis – sufficient to establish the basis for the Certificate, including the identity of the person(s) consulted by CEH’s counsel and the facts, studies, or other data reviewed by such persons.

63. None of the public prosecutors with the authority to prosecute violations of Proposition 65 have commenced or is diligently prosecuting a cause of action against Defendants under Health & Safety Code §25249.5, *et seq.*, based on the claims asserted in any of CEH’s Notices regarding BPA in Coconut Water.

64. Defendants both know and intend that individuals—including those who are pregnant and intending to become pregnant—consume their Coconut Water, thus exposing them to BPA.

65. Under Proposition 65, an exposure is “knowing” where the party responsible for such exposure has:

knowledge of the fact that a[n] ... exposure to a chemical listed pursuant to [Health & Safety Code §25249.8(a)] is occurring. No knowledge that the ... exposure is unlawful is required.

27 C.C.R. §25102(n). This knowledge may be either actual or constructive. *See, e.g.*, Final Statement of Reasons Revised (November 4, 1988) (pursuant to former 22 C.C.R. Division 2, §12601).

66. Defendants continue to expose consumers to BPA without prior clear and reasonable warnings regarding the reproductive and developmental toxicity of BPA.

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

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

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

3 **FIRST CAUSE OF ACTION**

4 (Violations of Health & Safety Code § 25249.6)

5 69. CEH realleges and incorporates by reference as if specifically set forth herein the
6 paragraphs of this Complaint.

7 70. By placing the Coconut Water into the stream of commerce, each Defendant is a person
8 in the course of doing business within the meaning of Health & Safety Code §25249.11.

9 71. BPA is a chemical listed by the State of California as a known female reproductive
10 toxicant.

11 72. BPA is a chemical listed by the State of California as a known developmental toxicant.

12 73. Each Defendant knows that average use of the Coconut Water will expose users of these
13 products to BPA.

14 74. Each Defendant intends that the Coconut Water be used in a manner that results in
15 exposures to BPA from these products.

16 75. Each Defendant has failed, and continues to fail, to provide clear and reasonable
17 warnings regarding the reproductive and developmental toxicity of BPA to users of its Coconut Water.

18 76. By committing the acts alleged above, each Defendant has at all times relevant to this
19 Complaint violated Proposition 65 by knowingly and intentionally exposing individuals to BPA without
20 first giving clear and reasonable warnings to such individuals regarding the reproductive and
21 developmental toxicity of BPA.

22 **PRAYER FOR RELIEF**

23 CEH prays for judgment against Defendants as follows:

24 77. That the Court, pursuant to Health & Safety Code §25249.7(a), preliminarily and
25 permanently enjoin Defendants from offering the Coconut Water that will be sold in California without
26 either reducing the BPA levels in their Coconut Water such that no Proposition 65 warnings are required
27 or providing prior clear and reasonable warnings, as CEH shall specify in further application to the
28 Court;

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

4 79. That the Court, pursuant to Health & Safety Code §25249.7(a), order Defendants to take
5 action to stop ongoing unwarned exposures to BPA resulting from the ingestion of Coconut Water sold
6 by Defendants, as CEH shall specify in further application to the Court;

7 80. That the Court, pursuant to Code of Civil Procedure §1021.5 or any other applicable
8 theory, grant CEH its reasonable attorneys' fees and costs of suit; and

9 81. That the Court grant such other and further relief as may be just and proper.
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11 Dated: May 23, 2025

Respectfully submitted,

13 LEXINGTON LAW GROUP, LLP

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15 _____
16 Patrick Carey
17 Mary Haley Ousley
18 Attorneys for Plaintiff
19 Center for Environmental Health
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