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11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF MARIN – UNLIMITED CIVIL JURISDICTION
14

15 KEEP AMERICA SAFE AND BEAUTIFUL,
16
17 Plaintiff,
18
19 v.
20 ATLANTIC BRITISH PARTS, LTD.; and DOES
21 1-30, inclusive,
22
23 Defendants.

Case No. CV0008857

**COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF**

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

24 Plaintiff KEEP AMERICA SAFE AND BEAUTIFUL (“Plaintiff”), acting in the public
25 interest, alleges a cause of action against defendants ATLANTIC BRITISH PARTS, LTD., and Doe
26 Defendants Nos. 1-30 (“Defendants”) for violations of Health & Safety Code § 25249.5, *et seq.*, as
27 follows:

INTRODUCTION AND NATURE OF THE ACTION

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

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

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

5 3. Detectable levels of DINP are found in and on the vinyl seat cushions Defendants
6 manufacture, import, sell and distribute for sale in California.

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

13 5. Defendants manufacture, distribute, import, sell, and offer for sale, in and into
14 California vinyl seat cushions (“PRODUCTS”) containing DINP, without providing a clear and
15 reasonable warning regarding the presence of and the harms associated with exposures to DINP in
16 Defendants’ PRODUCTS. Such PRODUCTS include, without limitation, the *Deluxe Center Bottom*
17 *Seat Cushion in Black Vinyl with Foam Padding for Land Rover Series 2, 2A, and 3 Item: 4775.*
18 Defendants’ violations subject them to civil penalties, enjoinder, preliminary and permanent
19 injunctive relief. Health & Safety Code § 25249.7(a) and (b).

20 **PARTIES**

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

27 7. At all relevant times ATLANTIC BRITISH PARTS, LTD. (“ATLANTIC BRITISH”),
28 operates as a “person in the course of doing business” with ten (10) or more employees, within the

1 meaning of and as defined by Health and Safety Code § 25249.6 and 25249.11.

2 8. ATLANTIC BRITISH manufactures, imports, distributes, sells, and/or offers the
3 PRODUCTS for sale or use in California, or implies by its conduct that it manufactures, imports,
4 distributes, sells, and/or offers the PRODUCTS for sale or use to consumers in California.

5 9. Doe Defendants 1-10 (“MANUFACTURER DEFENDANTS”) are each a “person in
6 the course of doing business” within the meaning of and as defined by Health and Safety Code
7 §§ 25249.6 and 25249.11. MANUFACTURER DEFENDANTS, and each of them, assemble,
8 fabricate, and manufacture, or they each imply by their conduct they do so for one or more of the
9 PRODUCTS sold and/or offered for sale or use to consumers in California.

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

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

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

26 13. ATLANTIC BRITISH, MANUFACTURER DEFENDANTS, DISTRIBUTOR
27 DEFENDANTS, and RETAILER DEFENDANTS shall be referred to collectively herein as
28 “DEFENDANTS.”

1 **JURISDICTION AND VENUE**

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

8 15. This Court has jurisdiction over DEFENDANTS because DEFENDANTS, and each of
9 them are a person, firm, corporation or association that is a citizen of the State of California, does
10 sufficient business in California, has sufficient minimum contacts in California, and/or otherwise
11 purposefully and intentionally avail themselves of the California market through their manufacture,
12 importation, distribution, promotion, marketing and sale of PRODUCTS in California.
13 DEFENDANTS’ purposeful availment renders the exercise of personal jurisdiction by this Court
14 consistent with traditional notions of fair play and substantial justice.

15 16. Venue is proper in the Superior Court for the County of Marin, pursuant to Code of
16 Civil Procedure §§ 393, 395, and 395.5, because this Court is a court of competent jurisdiction,
17 because Plaintiff seeks civil penalties against DEFENDANTS, because one or more instances of
18 wrongful conduct occurred, and continue to occur, in this county, and/or because DEFENDANTS
19 conducted, and continue to conduct, business in the County of Marin with respect to the
20 PRODUCTS.

21 **REGULATORY BACKGROUND AND LAW**

22 17. Formally known as the Safe Drinking Water and Toxic Enforcement Act of 1986 and
23 codified at Health & Safety Code § 25249.6 *et seq.*, Proposition 65 states, in relevant part, “[n]o
24 person in the course of doing business shall knowingly and intentionally expose any individual to a
25 chemical known to cause cancer or reproductive toxicity without first giving a clear and reasonable
26 warning to such individual . . .”

27 18. Under the Act, a “person in the course of doing business” is defined as a business with
28 ten (10) or more employees. Health & Safety Code § 25249.11(b). Businesses are prohibited from

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

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

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

11 21. On December 20, 2013, pursuant to Proposition 65’s implementing regulations,
12 California identified and listed DINP as a chemical known to the State to cause cancer. DINP became
13 subject to the “clear and reasonable warning” requirements one year later, on December 20, 2014. 27
14 CCR § 27001(c); Health & Saf. Code §§ 25249.8, 25249.10(b).

15 **STATEMENT OF FACTS**

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

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

21 24. On January 21, 2025, Plaintiff served a 60-Day Notice of Violation (“Notice”),
22 together with the required certificate of merit, on ATLANTIC BRITISH, the Office of the California
23 Attorney General, and all requisite public enforcement agencies, alleging, as a result of
24 DEFENDANTS’ sales of the PRODUCTS, consumers in California were, and are, exposed to DINP
25 without first receiving the “clear and reasonable warning” required by Proposition 65.

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

1 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **PRAYER FOR RELIEF**

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

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

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

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

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

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

24 Dated: January 20, 2026

Respectfully submitted,

SEVEN HILLS LLP

26
27 By: 

Laralei Paras

Attorneys for Plaintiff

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