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ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**04/08/2025**  
**Clerk of the Court**  
BY: SAHAR ENAYATI  
Deputy Clerk

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18  
19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 COUNTY OF SAN FRANCISCO

**CGC-25-624135**

21 UNLIMITED CIVIL JURISDICTION

22 JAY EPPS,

23 Plaintiff,

24 v.

25 AMAZON.COM, INC.,

26 Defendant.

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

**COMPLAINT FOR CIVIL PENALTIES  
AND INJUNCTIVE RELIEF**

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



1 **NATURE OF THE ACTION**

2 1. This Complaint is a representative action brought by plaintiff Jay Epps in the public  
3 interest of the citizens of the State of California to enforce the People's right to be informed of the  
4 health hazards caused by exposures to carcinogens, specifically: (i) *p*-dichlorobenzene (*p*-DCB)  
5 found in moth balls, limited to those manufactured by Willert Home Products and/or branded  
6 under its Enoz name (*p*-DCB Products) and (ii) naphthalene found in moth balls, limited to those  
7 manufactured by Willert Home Products and/or branded under its Enoz name (Naphthalene  
8 Products). The *p*-DCB Products and Naphthalene Products shall be referred to collectively as the  
9 "Product" or "Products." The Products are repackaged, produced, stored, distributed, shipped  
10 and/or sold online (sold) to California citizens (or to a non-California citizen and shipped to an  
11 address in California) by defendant.

12 2. By this Complaint, plaintiff seeks to remedy defendant Amazon.com, Inc.  
13 (AMAZON or defendant) continuing failure to warn consumers and businesses not covered by  
14 California's Occupational Safety Health Act, Labor Code §§6300 *et seq.* about the risks of  
15 exposure to *p*-DCB present in the *p*-DCB Products and naphthalene present in the Naphthalene  
16 Products that are distributed, and/or offered for sale for used by citizens in the State of California.  
17 Individuals, consumers and businesses not covered by California's Occupational Safety Health  
18 Act, Labor Code §§6300 *et seq.* who purchase, and/or use or handle the Products are referred to  
19 hereinafter as "consumers."

20 3. Defendant has actual knowledge of the *p*-DCB contents of the *p*-DCB Products  
21 which were and do continue to be offered for purchase and/or transacted through amazon.com.

22 4. Defendant has actual knowledge of the naphthalene contents of the Naphthalene  
23 Products which were and do continue to be offered for purchase and/or transacted through  
24 amazon.com.

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

3 6. Pursuant to Proposition 65, on January 1, 1989, California identified and listed *p*-  
4 DCB as a chemical known to cause cancer. *P*-DCB became subject to the “clear and reasonable  
5 warning” requirements of the act twelve months later. 27 Cal. Code Regs. §27001(b); Health &  
6 Safety Code §25249.8 and §25249.10(b).

7 7. Pursuant to Proposition 65, on April 19, 2002, California identified and listed  
8 naphthalene as a chemical known to cause cancer. Naphthalene became subject to the “clear and  
9 reasonable warning” requirements of the act twelve months later. 27 Cal. Code Regs. §27001(b);  
10 Health & Safety Code §25249.8 and §25249.10(b).

11 8. Defendant imports, distributes, facilitates and/or otherwise offers for sale the  
12 Products without the mandated health hazard warning in California. An example of a *p*-DCB  
13 Product is shown on the table below:

<i>Product Exemplar</i>	<i>ASIN</i>
Enoz Para Moth Balls, 4 oz. (Pack of 6)	B07RRTLSXT

17 An example of a Naphthalene Product is shown on the table below:

<i>Product Exemplar</i>	<i>ASIN</i>
Enoz Old Fashioned Moth Balls	B0DGBZ13TP

22 9. Defendant’s failure to warn consumers and other individuals in California of the  
23 risk of cancer associated with exposures to *p*-DCB in conjunction with its sale of the *p*-DCB  
24 Products are violations of Proposition 65 which subjects defendant to be enjoined of such further  
25 conduct as well as assessed civil penalties for each violation. Health & Safety Code §25249.7(a)  
26 and (b)(1).



10. Defendant's failure to warn consumers and other individuals in California of the risk of cancer associated with exposures to naphthalene in conjunction with its sale of the Naphthalene Products are violations of Proposition 65 which subjects defendant to be enjoined of such further conduct as well as assessed civil penalties for each violation. Health & Safety Code §25249.7(a) and (b)(1).

11. For defendant's violations and threatened violations of Proposition 65, plaintiff seeks preliminary and permanent injunctive relief to compel defendant to provide purchasers of the *p*-DCB Products with the required warning regarding specific health hazards associated with exposures to *p*-DCB prior to the sale. Health & Safety Code §25249.7(a).

12. For defendant's violations and threatened violations of Proposition 65, plaintiff seeks preliminary and permanent injunctive relief to compel defendant to provide purchasers of the Naphthalene Products with the required warning regarding specific health hazards associated with exposures to naphthalene prior to the sale. Health & Safety Code §25249.7(a).

13. Pursuant to Health & Safety Code §25249.7(b), plaintiff also seeks civil fines against defendant for its violations of Proposition 65, dating back as far as April 8, 2021.

## PARTIES

14. Plaintiff Jay Epps is a citizen of the State of California who is dedicated to protecting the health of California citizens through the elimination or reduction of toxic exposures from consumer products, and he brings this action in the public interest pursuant to Health & Safety Code §25249.7(d).

15. AMAZON is person in the course of doing business within the meaning of Health & Safety Code §§25249.6 and 25249.11.

16. AMAZON imports, distributes, sells, facilitates, and/or offers the Products for sale or use in the State of California, or implies by its conduct that it imports, distributes, facilitates for sale, sells, and/or offers the Products for sale or use in the State of California. One or more of the Products offered for sale by AMAZON were supplied to it by entities that are not subject to



1 enforcement under Proposition 65 because: (i) they have fewer than ten employees during all  
2 relevant periods; and/or (ii) do not have an agent for process of service in California.

### 3 **VENUE AND JURISDICTION**

4 17. Venue is proper in the Superior Court for the County of San Francisco pursuant to  
5 Code of Civil Procedure §§393, 395, and 395.5, because this Court is a court of competent  
6 jurisdiction, because plaintiff seeks civil penalties against defendant, one or more instances of  
7 wrongful conduct occurred, and continue to occur, in this county, and/or defendant conducted, and  
8 continue to conduct business in San Francisco.

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

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

### 19 **FIRST CAUSE OF ACTION**

#### 20 **(Violation of Proposition 65)**

21 20. Plaintiff realleges and incorporates by reference, as if fully set forth herein,  
22 Paragraphs 1 through 19, inclusive.

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

26 22. Proposition 65 states, “[n]o person in the course of doing business shall knowingly  
27 and intentionally expose any individual to a chemical known to the state to cause cancer or  
28



1 reproductive toxicity without first giving clear and reasonable warning to such individual...”  
2 Health & Safety Code §25249.6.

3       23.     On January 27, 2025, plaintiff served a 60-Day Notice of Violation dated January  
4 24, 2025 (*p*-DCB Notice), together with the requisite certificates of merit, on AMAZON, the  
5 California Attorney General’s Office, and the requisite public enforcement agencies alleging that,  
6 as a result of defendant’s sales of Enoz-branded moth balls, consumers in California were and  
7 likely continue to be exposed to *p*-DCB from the reasonably foreseeable use of the *p*-DCB  
8 Products, without them first receiving a “clear and reasonable warning” at the time of purchase of  
9 the moth balls on amazon.com regarding the risk of cancer associated with such exposures, as  
10 required by Proposition 65.

11       24.     On January 27, 2025, plaintiff served a 60-Day Notice of Violation dated January  
12 24, 2025 (Naphthalene Notice), together with the requisite certificates of merit, on AMAZON, the  
13 California Attorney General’s Office, and the requisite public enforcement agencies alleging that,  
14 as a result of defendant’s sales of Enoz-branded moth balls, consumers in California were and  
15 likely continue to be exposed to naphthalene from the reasonably foreseeable use of the  
16 Naphthalene Products, without them first receiving a “clear and reasonable warning” at the time of  
17 purchase of the moth balls on amazon.com regarding the risk of cancer associated with such  
18 exposures, as required by Proposition 65. The *p*-DCB Notice and Naphthalene Notice shall be  
19 referred to collectively as the "Notices."

20       25.     Defendant imported, distributed, facilitated for sale, sold, and/or offered the  
21 Products for sale or use on its website in violation of Health & Safety Code §25249.6, as far back  
22 as May 1, 2021. Defendant’s violations likely have continued beyond its receipt of the Notices.  
23 As such, defendant’s violations are allegedly ongoing and, unless enjoined, will continue to  
24 occur..

25       26.     After receiving the Notices, no public enforcement agency has commenced and  
26 diligently prosecuted a cause of action against defendant under Proposition 65 to enforce the  
27 alleged violations that are the subject of plaintiff’s sixty-day letters.  
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1           27.     The *p*-DCB Products that defendant imports, distributes, or offers for sale  
2 throughout the State of California cause exposures to *p*-DCB as a result of the reasonably  
3 foreseeable use of the *p*-DCB Products. Such exposures caused by defendant and endured by  
4 consumers in California who purchase, use or handle the *p*-DCB Products are not exempt from the  
5 “clear and reasonable” warning requirements of Proposition 65, yet defendant does not provide  
6 compliant warnings for the risk of cancer from *p*-DCB on its website in a clear and conspicuous  
7 manner, if at all.

8           28.     The Naphthalene Products that defendant imports, distributes, or offers for sale  
9 throughout the State of California cause exposures to naphthalene as a result of the reasonably  
10 foreseeable use of the Naphthalene Products. Such exposures caused by defendant and endured by  
11 consumers in California who purchase, use or handle the Naphthalene Products are not exempt  
12 from the “clear and reasonable” warning requirements of Proposition 65, yet defendant does not  
13 provide compliant warnings for the risk of cancer from naphthalene on its website in a clear and  
14 conspicuous manner, if at all.

15           29.     Defendant has actual knowledge that the *p*-DCB Products contain *p*-DCB

16           30.     Defendant has actual knowledge that the Naphthalene Products contain naphthalene

17           31.     *P*-DCB is present in or on the *p*-DCB Products in such a way as to expose  
18 consumers through dermal contact, ingestion and/or inhalation during reasonably foreseeable use.

19           32.     Naphthalene is present in or on the Naphthalene Products in such a way as to  
20 expose consumers through dermal contact, ingestion and/or inhalation during reasonably  
21 foreseeable use.

22           33.     The normal and reasonably foreseeable use of the *p*-DCB Products has caused, and  
23 continues to cause, consumer product exposures to *p*-DCB as defined by 27 California Code of  
24 Regulations §25600.1(e) and other types of exposures set forth in the Notices.

25           34.     The normal and reasonably foreseeable use of the Naphthalene Products has caused,  
26 and continues to cause, consumer product exposures to naphthalene as defined by 27 California  
27 Code of Regulations §25600.1(e) and other types of exposures set forth in the Notices.



1           35. Defendant knows that the normal and reasonably foreseeable use of the *p*-DCB  
2 Products exposes individuals to *p*-DCB through dermal contact, ingestion and/or inhalation.

3           36. Defendant knows that the normal and reasonably foreseeable use of the  
4 Naphthalene Products exposes individuals to naphthalene through dermal contact, ingestion and/or  
5 inhalation.

6           37. Defendant intends that exposures to *p*-DCB from the reasonably foreseeable use of  
7 the *p*-DCB Products will occur by its deliberate, non-accidental participation in the importation,  
8 distribution, sale, and offering of the *p*-DCB Products for sale or use to consumers and others in  
9 California.

10          38. Defendant intends that exposures to naphthalene from the reasonably foreseeable  
11 use of the Naphthalene Products will occur by its deliberate, non-accidental participation in the  
12 importation, distribution, sale, and offering of the Naphthalene Products for sale or use to  
13 consumers and others in California.

14          39. Defendant failed to provide a “clear and reasonable warning” on its website to  
15 those consumers and other citizens in California who have been, or who will be, exposed to *p*-  
16 DCB through dermal contact, ingestion and/or inhalation resulting from their use of the *p*-DCB  
17 Products.

18          40. Defendant failed to provide a “clear and reasonable warning” on its website to  
19 those consumers and other citizens in California who have been, or who will be, exposed to  
20 naphthalene through dermal contact, ingestion and/or inhalation resulting from their use of the  
21 Naphthalene Products.

22          41. Contrary to the express policy and statutory prohibition of Proposition 65 enacted  
23 directly by California voters, consumers exposed to *p*-DCB as a result of their use of the *p*-DCB  
24 Products that defendant sold without a “clear and reasonable” health hazard warning, have  
25 suffered, and continue to suffer, irreparable harm for which they have no plain, speedy, or  
26 adequate remedy at law.



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

43. Pursuant to Health & Safety Code §25249.7(b), as a consequence of the above-described acts, defendant is liable for a maximum civil penalty of \$2,500 per day for each violation (e.g., each unit sale).

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

## PRAYER FOR RELIEF

Wherefore, plaintiff prays for judgment against defendant as follows:

1. That the Court, pursuant to Health & Safety Code §25249.7(b), assess civil penalties against defendant, in the amount of \$2,500 per day for each violation that occurred since February 25, 2021;

2. That the Court, pursuant to Health & Safety Code §25249.7(a), preliminarily and permanently enjoin defendant from importing, distributing, or offering the *p*-DCB Products for sale or use in California without first providing a “clear and reasonable warning” regarding the harms associated with exposures to *p*-DCB unless they are reformulated to eliminate the toxicant;

3. That the Court, pursuant to Health & Safety Code §25249.7(a), preliminarily and permanently enjoin defendant from importing, distributing, or offering the Naphthalene Products for sale or use in California without first providing a “clear and reasonable warning” regarding the harms associated with exposures to naphthalene unless they are reformulated to eliminate the toxicant;

4. That the Court, pursuant to Health & Safety Code §25249.7(a), mandate defendant to contact each California online purchaser of the Products that were sold in violation of Health & Safety Code §25249.6 and refund them of the monies paid to AMAZON for each such transaction;



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

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Dated: April 8, 2025

Respectfully submitted,

CHANLER, LLC



By: \_\_\_\_\_

Clifford A. Chanler

Attorneys for Plaintiff  
JAY EPPS