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ELECTRONICALLY
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Superior Court of California,
County of San Francisco
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Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO **CGC-25-624135**
14 UNLIMITED CIVIL JURISDICTION

16 JAY EPPS,
17 Plaintiff,
18 v.
19 AMAZON.COM, INC.,
20 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:

14

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

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16

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

18

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

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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).

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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
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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.

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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.

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

Dated: April 8, 2025

Respectfully submitted,

CHANLER, LLC



By: _____

Clifford A. Chanler

Attorneys for Plaintiff
JAY EPPS