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Environmental Health Advocates, Inc.

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

06/18/2026

Clerk of the Court

BY: BENJAMIN YUST

Deputy Clerk

CGC-26-638036

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ENVIRONMENTAL HEALTH ADVOCATES,
INC.,

Plaintiff,

v.

GOLDEN SPOON HOLDING LLC, a
California limited liability company;
MOCHINUT HOLDING CORP, a Washington
corporation; RG GLOBAL INC., a Delaware
corporation; TRUE RELIGION SALES, LLC, a
Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No.:

**COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF**

(Health & Safety Code § 25249.6 et seq.)

I.
INTRODUCTION

1. This Complaint is a representative action brought by Environmental Health Advocates, Inc. (“Plaintiff”) in the public interest of the citizens of the State of California (“the People”). Plaintiff seeks to remedy Defendants’ failure to inform the People of exposure to Bisphenol- A ("BPA"), a known reproductive/developmental toxin. Defendants expose consumers to BPA by manufacturing, importing, selling, and/or distributing Receipts. These Receipts include: (1) Golden Spoon Receipt, (2) Mochinut Receipt, (3) RG Jewelry Receipt, and (4) True Religion Receipt (collectively, the “Receipts”). Defendants know and intend that customers will use Receipts containing BPA.

2. Under California’s Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code, section 25249.6 et seq. (“Proposition 65”), “[n]o 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. . . .” (Health & Safety Code, § 25249.6.)

3. California identified and listed BPA as a chemical known to cause reproductive toxicity as early as May 11, 2015, and as a chemical known to cause developmental toxicity on December 18, 2020.

4. Defendants failed to sufficiently warn consumers and individuals in California about potential exposure to BPA in connection with Defendants’ manufacture, import, sale, or distribution of Receipts. This is a violation of Proposition 65.

5. Had Defendants wished to avoid liability under Proposition 65, they could have easily used commercially available BPA-free receipt paper at each of their locations. They did not. Nor did Defendants warn consumers that the Receipts contained BPA – despite having exclusive control over the decision whether to add warnings next to their cash registers.

6. Plaintiff seeks injunctive relief compelling Defendants to sufficiently warn consumers in California before exposing them to BPA in Receipts. (Health & Safety Code, § 25249.7(a).) Plaintiff also seeks civil penalties against Defendants for violations of Proposition 65 along with attorney’s fees and costs. (Health & Safety Code, § 25249.7(b).)

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II.
PARTIES

7. Plaintiff ENVIRONMENTAL HEALTH ADVOCATES, INC. ("Plaintiff") is a corporation in the State of California dedicated to protecting the health of California citizens through the elimination or reduction of toxic exposure from consumer products. It brings this action in the public interest pursuant to Health and Safety Code, section 25249.7.

8. Defendant GOLDEN SPOON HOLDING LLC ("Golden Spoon") is a limited liability company organized and existing under the laws of California. Golden Spoon is registered to do business in California, and does business in the County of San Francisco, within the meaning of Health and Safety Code, section 25249.11. Golden Spoon manufactures, imports, sells, or distributes the Receipts in California and San Francisco County.

9. Defendant MOCHINUT HOLDING CORP ("Mochinut") is a corporation organized and existing under the laws of Washington. Mochinut is registered to do business in California, and does business in the County of San Francisco, within the meaning of Health and Safety Code, section 25249.11. Mochinut manufactures, imports, sells, or distributes the Receipts in California and San Francisco County.

10. Defendant RG GLOBAL INC. ("RG") is a corporation organized and existing under the laws of Delaware. RG is registered to do business in California, and does business in the County of San Francisco, within the meaning of Health and Safety Code, section 25249.11. RG manufactures, imports, sells, or distributes the Receipts in California and San Francisco County.

11. Defendant TRUE RELIGION SALES, LLC ("True Religion") is a limited liability company organized and existing under the laws of Delaware. True Religion is registered to do business in California, and does business in the County of San Francisco, within the meaning of Health and Safety Code, section 25249.11. True Religion manufactures, imports, sells, or distributes the Receipts in California and San Francisco County.

12. Plaintiff does not know the true names and/or capacities, whether individual, partners, or corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason sues said Defendants under fictitious names pursuant to Cal. Civ. Proc. § 474. Plaintiff will seek leave to amend this Complaint when the true names and capacities of these Defendants have been ascertained.

1 Plaintiff is informed and believes and thereon alleges that these Defendants are responsible in whole or
2 in part for the remedies and penalties sought herein.

3 13. At all times mentioned, Defendants were the agents, alter egos, servants, joint venturers,
4 joint employers, or employees for each other. Defendants acted with the consent of the other Co-
5 Defendants and acted within the course, purpose, and scope of their agency, service, or employment.
6 All conduct was ratified by Defendants, and each of them.

7 **III.**
8 **VENUE AND JURISDICTION**

9 14. California Constitution Article VI, Section 10 grants the Superior Court original
10 jurisdiction in all cases except those given by statute to other trial courts. The Health and Safety Code
11 statute upon which this action is based does not give jurisdiction to any other court. As such, this Court
12 has jurisdiction.

13 15. Venue is proper in San Francisco County Superior Court pursuant to Code of Civil
14 Procedure, sections 394, 395, and 395.5. Wrongful conduct occurred and continues to occur in this
15 County. Defendants conducted and continue to conduct business in this County as it relates to Receipts.

16 16. Defendants have sufficient minimum contacts in the State of California or otherwise
17 purposefully avail themselves of the California market. Exercising jurisdiction over Defendants would
18 be consistent with traditional notions of fair play and substantial justice.

19 **IV.**
20 **CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**
22 **(Violation of Proposition 65 – Against all Defendants)**

23 17. Plaintiff incorporates by reference each and every allegation contained above.

24 18. Proposition 65 mandates that citizens be informed about exposures to chemicals that
25 cause cancer, birth defects, and other reproductive harm.

26 19. Defendants manufactured, imported, sold, and/or distributed Receipts containing BPA
27 in violation of Health and Safety Code, section 25249.6 et seq. Plaintiff is informed and believes such
28 violations have continued after receipt of the Notice (defined *infra*) and will continue to occur into the
future.

1 20. In manufacturing, importing, selling, and/or distributing Receipts, Defendants failed to
2 provide a clear and reasonable warning to consumers and individuals in California who may be exposed
3 to BPA through reasonably foreseeable use of the Receipts.

4 21. Receipts expose individuals to BPA through dermal absorption and incidental ingestion
5 via the hand-to-mouth pathway. This exposure is a natural and foreseeable consequence of Defendants
6 placing Receipts into the stream of commerce. As such, Defendants intend that consumers will use
7 Receipts, exposing them to BPA.

8 22. Defendants knew or should have known that the Receipts contained BPA and exposed
9 individuals to BPA in the ways provided above. The Notice informed Defendants of the presence of
10 BPA in the Receipts. Likewise, media coverage concerning BPA and related chemicals in consumer
11 products provided constructive notice to Defendants.

12 23. Defendants' actions in this regard were deliberate and not accidental.

13 24. More than sixty days prior to naming each defendant in this lawsuit, Plaintiff issued a
14 60-Day Notice of Violation ("Notice") as required by and in compliance with Proposition 65. Plaintiff
15 provided the Notice to the various required public enforcement agencies along with a certificate of merit.
16 The Notice alleged that Defendants violated Proposition 65 by failing to sufficiently warn consumers in
17 California of the health hazards associated with exposures to BPA contained in the Receipts.

18 25. The appropriate public enforcement agencies provided with the Notice failed to
19 commence and diligently prosecute a cause of action against Defendants.

20 26. Individuals exposed to BPA contained in Receipts through dermal absorption and
21 incidental ingestion via the hand-to-mouth pathway resulting from reasonably foreseeable use of the
22 Receipts have suffered and continue to suffer irreparable harm. There is no other plain, speedy, or
23 adequate remedy at law.

24 27. Defendants are liable for a maximum civil penalty of \$2,500 per day for each violation
25 of Proposition 65 pursuant to Health and Safety Code, section 252497(b). Injunctive relief is also
26 appropriate pursuant to Health and Safety Code, section 25249.7(a).

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1 **PRAYER FOR RELIEF**

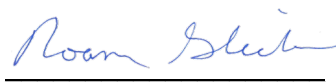
2 Wherefore, Plaintiff prays for judgment against Defendants as follows:

- 3 1. Civil penalties in the amount of \$2,500 per day for each violation. Plaintiff alleges that
4 damages total a minimum of \$1,000,000;
- 5 2. A preliminary and permanent injunction against Defendants from manufacturing,
6 importing, selling, and/or distributing Receipts in California without providing a clear and reasonable
7 warning as required by Proposition 65 and related Regulations;
- 8 3. Reasonable attorney's fees and costs of suit; and
- 9 4. Such other and further relief as may be just and proper.
- 10
- 11

12 Respectfully submitted:

13 Dated: June 18, 2026

ENTORNO LAW, LLP

14 By: 
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20 Attorneys for Plaintiff
21 Environmental Health Advocates, Inc.
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