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8 Attorneys for Plaintiff,

9 CONSUMER ADVOCACY GROUP, INC.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 CONSUMER ADVOCACY GROUP, INC.,
13 in the public interest,

14 Plaintiff,

15 v.

16 PARIS HILTON ENTERTAINMENT, INC.,
17 a California Corporation;

18 ROSS STORES, INC., a Delaware
19 Corporation;

20 FIVE BELOW, INC., a Pennsylvania
21 Corporation;

22 1616 HOLDINGS, INC., a Pennsylvania
23 Corporation;
24 and DOES 1-20,

25 Defendants.

CASE NO. **26STCV15649**

COMPLAINT FOR PENALTY AND
INJUNCTION

Violation of Proposition 65, the Safe
Drinking Water and Toxic Enforcement
Act of 1986 (*Health & Safety Code*, §
25249.5, *et seq.*)

ACTION IS AN UNLIMITED CIVIL
CASE (exceeds \$35,000)

26 Plaintiff CONSUMER ADVOCACY GROUP, INC. alleges two causes of action
27 against defendants PARIS HILTON ENTERTAINMENT, INC.; ROSS STORES, INC.; FIVE
28 BELOW, INC.; 1616 HOLDINGS, INC. and DOES 1-20 as follows:

THE PARTIES

1. Plaintiff CONSUMER ADVOCACY GROUP, INC. (“Plaintiff” or “CAG”) is an organization qualified to do business in the State of California. CAG is a person within the meaning of Health and Safety Code Section 25249.11, subdivision (a). CAG, acting as a private attorney general, brings this action in the public interest as defined under Health and Safety Code Section 25249.7, subdivision (d).
2. Defendant PARIS HILTON ENTERTAINMENT, INC. (“PARIS”) is a California Corporation qualified to do business in California, and doing business in the State of California at all relevant times herein.
3. Defendant ROSS STORES, INC. (“ROSS”) is a Delaware Corporation qualified to do business and doing business in the State of California at all relevant times herein.
4. Defendant FIVE BELOW, INC. (“FIVE BELOW”) is a Pennsylvania Corporation, qualified to do business and doing business in the State of California at all relevant times herein.
5. Defendant 1616 HOLDINGS, INC. (“1616 HOLDINGS”) is a Pennsylvania Corporation, qualified to do business and doing business in the State of California at all relevant times herein.
6. Plaintiff is presently unaware of the true names and capacities of defendants DOES 1-20, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed, believes, and thereon alleges that each fictitiously named defendant is responsible in some manner for the occurrences herein alleged and the damages caused thereby.
7. At all times mentioned herein, the term “Defendants” includes PARIS, ROSS, FIVE BELOW, 1616 HOLDINGS, and DOES 1-20.
8. Plaintiff is informed and believes, and thereon alleges that each of the Defendants at all times mentioned herein have conducted business within the State of California.

- 1 9. Upon information and belief, at all times relevant to this action, each of the Defendants,
2 including DOES 1-20, was an agent, servant, or employee of each of the other
3 Defendants. In conducting the activities alleged in this Complaint, each of the
4 Defendants was acting within the course and scope of this agency, service, or
5 employment, and was acting with the consent, permission, and authorization of each of
6 the other Defendants. All actions of each of the Defendants alleged in this Complaint
7 were ratified and approved by every other Defendant or their officers or managing
8 agents. Alternatively, each of the Defendants aided, conspired with and/or facilitated the
9 alleged wrongful conduct of each of the other Defendants.
- 10 10. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each of the
11 Defendants was a person doing business within the meaning of Health and Safety Code
12 Section 25249.11, subdivision (b), and that each of the Defendants had ten (10) or more
13 employees at all relevant times.

14 **JURISDICTION**

- 15 11. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article
16 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except
17 those given by statute to other trial courts. This Court has jurisdiction over this action
18 pursuant to Health and Safety Code Section 25249.7, which allows enforcement of
19 violations of Proposition 65 in any Court of competent jurisdiction.
- 20 12. This Court has jurisdiction over Defendants named herein because Defendants either
21 reside or are located in this State or are foreign corporations authorized to do business in
22 California, are registered with the California Secretary of State, or who do sufficient
23 business in California, have sufficient minimum contacts with California, or otherwise
24 intentionally avail themselves of the markets within California through their
25 manufacture, distribution, promotion, marketing, or sale of their products within
26 California to render the exercise of jurisdiction by the California courts permissible
27 under traditional notions of fair play and substantial justice.

1 13. Venue is proper in the County of Los Angeles because one or more of the instances of
2 wrongful conduct occurred, and continues to occur, in the County of Los Angeles and/or
3 because Defendants conducted, and continue to conduct, business in the County of Los
4 Angeles with respect to the consumer product that is the subject of this action.

5 **BACKGROUND AND PRELIMINARY FACTS**

6 14. In 1986, California voters approved an initiative to address growing concerns about
7 exposure to toxic chemicals and declared their right “[t]o be informed about exposures to
8 chemicals that cause cancer, birth defects, or other reproductive harm.” Ballot Pamp.,
9 Proposed Law, Gen. Elec. (Nov. 4, 1986) at p. 3. The initiative, The Safe Drinking
10 Water and Toxic Enforcement Act of 1986, codified at Health and Safety Code Sections
11 25249.5, *et seq.* (“Proposition 65”), helps to protect California’s drinking water sources
12 from contamination, to allow consumers to make informed choices about the products
13 they buy, and to enable persons to protect themselves from toxic chemicals as they see
14 fit.

15 15. Proposition 65 requires the Governor of California to publish a list of chemicals known
16 to the state to cause cancer, birth defects, or other reproductive harm. *Health & Safety*
17 *Code* § 25249.8. The list, which the Governor updates at least once a year, contains over
18 700 chemicals and chemical families. Proposition 65 imposes warning requirements and
19 other controls that apply to Proposition 65-listed chemicals.

20 16. All businesses with ten (10) or more employees that operate or sell products in California
21 must comply with Proposition 65. Under Proposition 65, businesses are: (1) prohibited
22 from knowingly discharging Proposition 65-listed chemicals into sources of drinking
23 water (*Health & Safety Code* § 25249.5), and (2) required to provide “clear and
24 reasonable” warnings before exposing a person, knowingly and intentionally, to a
25 Proposition 65-listed chemical (*Health & Safety Code* § 25249.6).

26 17. Proposition 65 provides that any person "violating or threatening to violate" the statute
27 may be enjoined in any court of competent jurisdiction. *Health & Safety Code* §
28

1 25249.7. "Threaten to violate" means "to create a condition in which there is a
2 substantial probability that a violation will occur." *Health & Safety Code* § 25249.11(e).
3 Defendants are also liable for civil penalties of up to \$2,500.00 per day per violation,
4 recoverable in a civil action. *Health & Safety Code* § 25249.7(b).

5 18. Plaintiff identified certain practices of manufacturers and distributors of Travel Pouches
6 and Post-Workout Routine Kits of exposing, knowingly and intentionally, persons in
7 California to Diethyl Hexyl Phthalate and Di (2-ethylhexyl) phthalate, and Diisononyl
8 Phthalate of such products without first providing clear and reasonable warnings of such
9 to the exposed persons prior to the time of exposure. Plaintiff later discerned that
10 Defendants engaged in such practice.

11 19. On January 1, 1988, the Governor of California added Diethyl Hexyl Phthalate and Di
12 (2-ethylhexyl) phthalate ("DEHP") to the list of chemicals known to the State to cause
13 cancer, (*Cal. Code Regs.* tit. 27, § 27001(b)) and on October 24, 2003, the Governor
14 added DEHP to the list of chemicals known to the State to cause developmental male
15 reproductive toxicity (*Cal. Code Regs.* tit. 27, § 27001(c)). Pursuant to Health and
16 Safety Code sections 25249.9 and 25249.10, twenty (20) months after addition of DEHP
17 to the list of chemicals known to the State to cause reproductive toxicity, DEHP became
18 fully subject to Proposition 65 warning requirements and discharge prohibitions.

19 20. On December 20, 2013, the Governor of California added Diisononyl Phthalate
20 ("DINP") to the list of chemicals known to the State to cause cancer (*Cal. Code Regs.* tit.
21 27, § 27001(b)). Pursuant to Health and Safety Code sections 25249.9 and 25249.10,
22 twenty (20) months after addition of DINP to the list of chemicals known to the State to
23 cause cancer, DINP became fully subject to Proposition 65 warning requirements and
24 discharge prohibitions.

25 **SATISFACTION OF PRIOR NOTICE**

26 21. Plaintiff served the following notices for alleged violations of Health and Safety Code
27 Section 25249.6, concerning consumer products exposures:

- 1 a. On or about December 5, 2025, Plaintiff gave notice of alleged violations of
2 Health and Safety Code Section 25249.6, concerning consumer products
3 exposures subject to a private action to PARIS, ROSS, and to the California
4 Attorney General, County District Attorneys, and City Attorneys for each city
5 containing a population of at least 750,000 people in whose jurisdictions the
6 violations allegedly occurred, concerning the Travel Pouches.
- 7 b. On or about December 12, 2025, Plaintiff gave notice of alleged violations of
8 Health and Safety Code Section 25249.6, concerning consumer products
9 exposures subject to a private action to PARIS, ROSS, and to the California
10 Attorney General, County District Attorneys, and City Attorneys for each city
11 containing a population of at least 750,000 people in whose jurisdictions the
12 violations allegedly occurred, concerning the Travel Pouches.
- 13 c. On or about March 2, 2026, Plaintiff gave notice of alleged violations of Health
14 and Safety Code Section 25249.6, concerning consumer products exposures
15 subject to a private action to FIVE BELOW, 1616 HOLDINGS, and to the
16 California Attorney General, County District Attorneys, and City Attorneys for
17 each city containing a population of at least 750,000 people in whose
18 jurisdictions the violations allegedly occurred, concerning the Post-Workout
19 Routine Kits.

20 22. Before sending the notice of alleged violations, Plaintiff investigated the consumer
21 products involved, the likelihood that such products would cause users to suffer
22 significant exposures to DEHP and DINP, and the corporate structure of each of the
23 Defendants.

24 23. Plaintiff's notice of alleged violation included a Certificate of Merit executed by the
25 attorney for the noticing party, CAG. The Certificate of Merit stated that the attorney for
26 Plaintiff who executed the certificate had consulted with at least one person with relevant
27 and appropriate expertise who reviewed data regarding the exposures to DEHP and
28

1 DINP, the subject Proposition 65-listed chemical of this action. Based on that
2 information, the attorney for Plaintiff who executed the Certificate of Merit believed
3 there was a reasonable and meritorious case for this private action. The attorney for
4 Plaintiff attached to the Certificate of Merit served on the Attorney General the
5 confidential factual information sufficient to establish the basis of the Certificate of
6 Merit.

7 24. Plaintiff's notice of alleged violations also included a Certificate of Service and a
8 document entitled "The Safe Drinking Water & Toxic Enforcement Act of 1986
9 (Proposition 65) A Summary." *Health & Safety Code* § 25249.7(d).

10 25. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff
11 gave notice of the alleged violations to PARIS, ROSS, FIVE BELOW, 1616
12 HOLDINGS, and the public prosecutors referenced in Paragraph 21.

13 26. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General, nor
14 any applicable district attorney or city attorney has commenced and is diligently
15 prosecuting an action against the Defendants.

16 **FIRST CAUSE OF ACTION**

17 **(By CONSUMER ADVOCACY GROUP, INC. and against PARIS, ROSS, and**
18 **DOES 1-10 for Violations of Proposition 65, The Safe Drinking Water and Toxic**
19 **Enforcement Act of 1986 (*Health & Safety Code*, §§ 25249.5, *et seq.*))**

20 **Travel Accessories**

21 27. Plaintiff repeats and incorporates by reference paragraphs 1 through 26 of this complaint
22 as though fully set forth herein.

23 28. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
24 distributor, promoter, or retailer of Travel Pouches ("Travel Pouches"), including but not
25 limited to: "Paris Hilton"; "PH"; "MAKEUP PUFF & TWEEZER"; "WITH TRAVEL
26 POUCH"; "Distributed by: Pearl World Inc"; "BATCH NO JM5920076"; "MFG
27 03282025"; "400286902362".

28 29. Travel Pouch contains DINP.

1 30. Defendants knew or should have known that DINP has been identified by the State of
2 California as a chemical known to cause cancer and therefore was subject to Proposition
3 65 warning requirements. Defendants were also informed of the presence of DINP in
4 Travel Pouches within Plaintiff's notice of alleged violations further discussed above at
5 Paragraphs 21a and 21b.

6 31. Plaintiff's allegations regarding Travel Pouches concerns "[c]onsumer products
7 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,
8 storage, consumption, or other reasonably foreseeable use of a consumer good, or any
9 exposure that results from receiving a consumer service." *Cal. Code Regs.* tit. 27, §
10 25602(b). Travel Pouches are consumer products, and, as mentioned herein, exposures
11 to DINP took place as a result of such normal and foreseeable consumption and use.

12 32. Plaintiff is informed, believes, and thereon alleges that between December 5, 2022 and
13 the present, each of the Defendants knowingly and intentionally exposed California
14 consumers and users of Travel Pouches, which Defendants manufactured, distributed, or
15 sold as mentioned above, to DINP, without first providing any type of clear and
16 reasonable warning of such to the exposed persons before the time of exposure.
17 Defendants have distributed and sold Travel Pouches in California. Defendants know
18 and intend that California consumers will use and consume Travel Pouches, thereby
19 exposing them to DINP. Further, Plaintiff is informed, believes, and thereon alleges that
20 Defendants are selling Travel Pouches under a brand or trademark that is owned or
21 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced
22 DINP into Travel Pouches or knowingly caused DINP to be created in Travel Pouches;
23 have covered, obscured or altered a warning label that has been affixed to Travel
24 Pouches by the manufacturer, producer, packager, importer, supplier or distributor of
25 Travel Pouches; have received a notice and warning materials for exposure from Travel
26 Pouches without conspicuously posting or displaying the warning materials; and/or have

1 actual knowledge of potential exposure to DINP from Travel Pouches. Defendants
2 thereby violated Proposition 65.

3 33. The principal routes of exposure are through dermal contact, ingestion and inhalation.
4 Persons sustain exposures by handling Travel Pouches without wearing gloves or any
5 other personal protective equipment, or by touching bare skin or mucous membranes
6 with gloves after handling Travel Pouches, as well as through direct and indirect hand to
7 mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed
8 from Travel Pouches.

9 34. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of
10 Proposition 65 as to Travel Pouches have been ongoing and continuous, as Defendants
11 engaged and continue to engage in conduct which violates Health and Safety Code
12 Section 25249.6, including the manufacture, distribution, promotion, and sale of Travel
13 Pouches, so that a separate and distinct violation of Proposition 65 occurred each and
14 every time a person was exposed to DINP by Travel Pouches as mentioned herein.

15 35. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65
16 mentioned herein is ever continuing. Plaintiff further alleges and believes that the
17 violations alleged herein will continue to occur into the future.

18 36. Based on the allegations herein, Defendants are liable for civil penalties of up to
19 \$2,500.00 per day per individual exposure to DINP from Travel Pouches, pursuant to
20 Health and Safety Code Section 25249.7(b).

21 37. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to
22 filing this Complaint.

23 **SECOND CAUSE OF ACTION**

24 **(By CONSUMER ADVOCACY GROUP, INC. and against FIVE BELOW, 1616**
25 **HOLDINGS, and DOES 11-20 for Violations of Proposition 65, The Safe Drinking**
26 **Water and Toxic Enforcement Act of 1986 (*Health & Safety Code, §§ 25249.5, et***
27 ***seq.*))**

28 **Bags**

1 38. Plaintiff repeats and incorporates by reference paragraphs 1 through 26 of this complaint
2 as though fully set forth herein.

3 39. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
4 distributor, promoter, or retailer of Post-Workout Routine Kits (“Post-Workout Routine
5 Kits”), including but not limited to: "REVIVE & REFRESH"; "POST-WORKOUT
6 ROUTINE KIT"; "BATCH NO: LWR2219593"; “MFG: 03302025”; “EXP: 03292028”;
7 "Distributed by: Pearl World Inc."; "UPC 810131236731".

8 40. Post-Workout Routine Kits contains DEHP.

9 41. Defendants knew or should have known that DEHP has been identified by the State of
10 California as a chemical known to cause cancer, developmental and reproductive toxicity
11 and therefore was subject to Proposition 65 warning requirements. Defendants were also
12 informed of the presence of DEHP in Post-Workout Routine Kits within Plaintiff's notice
13 of alleged violations further discussed above at Paragraphs 21c.

14 42. Plaintiff’s allegations regarding Post-Workout Routine Kits concerns “[c]onsumer
15 products exposure[s],” which “is an exposure that results from a person’s acquisition,
16 purchase, storage, consumption, or other reasonably foreseeable use of a consumer good,
17 or any exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27,*
18 *§ 25602(b)*. Post-Workout Routine Kits are consumer products, and, as mentioned
19 herein, exposures to DEHP took place as a result of such normal and foreseeable
20 consumption and use.

21 43. Plaintiff is informed, believes, and thereon alleges that between March 2, 2023 and the
22 present, each of the Defendants knowingly and intentionally exposed California
23 consumers and users of Post-Workout Routine Kits, which Defendants manufactured,
24 distributed, or sold as mentioned above, to DEHP, without first providing any type of
25 clear and reasonable warning of such to the exposed persons before the time of exposure.
26 Defendants have distributed and sold Post-Workout Routine Kits in California.
27 Defendants know and intend that California consumers will use and consume Post-

1 Workout Routine Kits, thereby exposing them to DEHP. Further, Plaintiff is informed,
2 believes, and thereon alleges that Defendants have knowingly introduced DEHP into
3 Post-Workout Routine Kits or knowingly caused DEHP to be created in Post-Workout
4 Routine Kits; have covered, obscured or altered a warning label that has been affixed to
5 Post-Workout Routine Kits by the manufacturer, producer, packager, importer, supplier
6 or distributor of Post-Workout Routine Kits; have received a notice and warning
7 materials for exposure from Post-Workout Routine Kits without conspicuously posting
8 or displaying the warning materials; and/or have actual knowledge of potential exposure
9 to DEHP from Post-Workout Routine Kits. Defendants thereby violated Proposition 65.

10 44. The principal routes of exposure are through dermal contact, ingestion and inhalation.

11 Persons sustain exposures by handling Post-Workout Routine Kits without wearing
12 gloves or any other personal protective equipment, or by touching bare skin or mucous
13 membranes with gloves after handling Post-Workout Routine Kits, as well as through
14 direct and indirect hand to mouth contact, hand to mucous membrane, or breathing in
15 particulate matter dispersed from Post-Workout Routine Kits.

16 45. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of
17 Proposition 65 as to Post-Workout Routine Kits have been ongoing and continuous, as
18 Defendants engaged and continue to engage in conduct which violates Health and Safety
19 Code Section 25249.6, including the manufacture, distribution, promotion, and sale of
20 Post-Workout Routine Kits, so that a separate and distinct violation of Proposition 65
21 occurred each and every time a person was exposed to DEHP by Post-Workout Routine
22 Kits as mentioned herein.

23 46. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65
24 mentioned herein is ever continuing. Plaintiff further alleges and believes that the
25 violations alleged herein will continue to occur into the future.

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1 47. Based on the allegations herein, Defendants are liable for civil penalties of up to
2 \$2,500.00 per day per individual exposure to DEHP from Post-Workout Routine Kits,
3 pursuant to Health and Safety Code Section 25249.7(b).

4 48. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to
5 filing this Complaint.

6
7 **PRAYER FOR RELIEF**

8 Plaintiff demands against each of the Defendants as follows:

- 9 1. A permanent injunction mandating Proposition 65-compliant warnings;
10 2. Penalties pursuant to Health and Safety Code Section 25249.7, subdivision (b);
11 3. Costs of suit;
12 4. Reasonable attorney fees and costs; and
13 5. Any further relief that the court may deem just and equitable.

14
15 Dated: May 15, 2026

YEROUSHALMI & YEROUSHALMI*

16
17 /s/ Reuben Yeroushalmi

18 Reuben Yeroushalmi
19 Attorneys for Plaintiff,
20 CONSUMER ADVOCACY GROUP, INC.