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Superior Court of California,
County of San Francisco

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Clerk of the Court
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Deputy Clerk

Attorneys for Plaintiff Center for Awareness and Responsibility of Environmental Solutions (“CARES”)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CGC-26-641145

CENTER FOR AWARENESS AND
RESPONSIBILITY OF ENVIRONMENTAL
SOLUTIONS,

Plaintiff,

vs.

SF MARKETS, LLC, a Delaware corporation,
SPROUTS FARMERS MARKET, INC., a
Delaware corporation, CONAGRABRANDS,
INC., a Delaware Corporation, SUNBUTTER,
LLC, a North Dakota corporation, RED RIVER
COMMODITIES, INC., a North Dakota
corporation, and DOES 1-50, inclusive,

Defendants.

Case No.:

**COMPLAINT FOR CIVIL PENALTIES AND
INJUNCTIVE RELIEF**

/

(Health and Safety Code § 25249.6 et seq)

Judicial Council of California
Civil Case Coordination Proceeding (JCCP)
No. 5444

Coordinated with Lead Case
Environmental Health Advocates v. Frito-Lay, Inc.,
SFSC Case No. 25-CV-122784

INTRODUCTION

1. This Complaint is a representative action brought by Center for Awareness and Responsibility of Environmental Solutions (“CARES”) in the public interest of the citizens of the State of California (“the People”). CARES alleges herein as follow that SF Markets, LLC, and Sprouts Farmers Market, Inc., (collectively, “Sprouts”), Conagrabrands, Inc. (“Conagra”), SunButter, LLC, and Red River Commodities, Inc. (“SunButter”) failed to inform consumers of their Products (as hereinafter defined) of unlawful exposures to consumers of cadmium, a listed chemical known to the State of California to cause cancer and developmental/reproductive toxicity, pursuant to “Proposition 65,” a ballot initiative approved by the voters in 1986 and codified at Cal. Health & Safety Code Section 25249.5 *et seq.*, that Sprouts, Conagra, and SunButter exposed consumers to cadmium by knowingly and intentionally manufacturing, importing, selling, and/or distributing products containing sunflower seeds and/or sunflower butter including, but not limited to, Sprouts Creamy Sunflower Butter, SKU # 646670516757, David Original Jumbo Salted and Roasted Sunflower Seeds, SKU # 026200461939, David Original Salted and Roasted Sunflower Seeds, SKU # 026200461724, and SunButter On The Go Chocolate Sunflower Seed Butter, SKU # 73753919646 (“Products”), and that Sprouts, Conagra, and SunButter failed to first, prior to exposure to consumers, provide a clear and reasonable warning, as provided in Cal. Health & Safety Code Section 25249.6, all of the foregoing constituting continuing violations of Proposition 65.

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 Section 25249.6.)

3. California identified and listed cadmium and cadmium compounds as chemicals known to the State of California to cause cancer as of October 1, 1987.

California identified and listed cadmium as a chemical known to the State of California to cause developmental/ reproductive toxicity as of May 1, 1997.

1 4. CARES is a “person” within the meaning of Cal. Health & Safety Code Section 25249.11 and
2 has standing pursuant to Cal. Health & Safety Code Section 25249.7(d) because CARES is acting in the
3 public interest to enforce the violations of Proposition 65 alleged herein and because CARES supplied
4 valid 60-Day Notices of Violation to the violators and to the requisite public prosecutors and no public
5 prosecutors are diligently prosecuting an action respecting these notices of violation within the meaning
6 of Cal. Health & Safety Code Section 25249.7(d).

7 5. Plaintiff seeks injunctive relief compelling Defendants to sufficiently warn consumers in
8 California before exposing them to cadmium in the Products. (Cal. Health & Safety Code Section
9 25249.7(a).) Plaintiff also seeks civil penalties against Defendants for violations of Proposition 65, and
10 seeks reasonable attorney’s fees and costs, as authorized by statute. (Cal. Health & Safety Code Section
11 25249.7(b); Cal. Code Civ. Proc. Section 1021.5).

12 **PARTIES**

13 6. Plaintiff CARES is a California not-for-profit corporation committed to, among other things,
14 fostering education regarding environmental risks, furthering awareness of such risks, effectuating
15 responsible solutions to those risks which eliminate or minimize them, to the extent feasible, in
16 accordance with applicable law, and supporting environmentally responsible practices. It brings this
17 action in the public interest pursuant to Health and Safety Code, section 25249.7.

18 7. Defendant SF MARKETS, LLC is a corporation organized and existing under the laws of
19 Delaware. SF MARKETS, LLC is registered to do and does business in California within the meaning
20 of Health and Safety Code, section 25249.11. SF MARKETS, LLC manufactures, imports, sells, and/or
21 distributes the Product in California.

22 8. Defendant SPROUTS FARMERS MARKET, INC. is a corporation organized and existing
23 under the laws of Delaware. SPROUTS FARMERS MARKET, INC. is registered to do and does
24 business in California within the meaning of Health and Safety Code, section 25249.11. SPROUTS
25 FARMERS MARKET, INC. manufactures, imports, sells, and/or distributes the Product in California.

26 9. Defendant CONAGRABRANDS, INC. is a corporation organized and existing under the laws
27 of Delaware. CONAGRABRANDS, INC. is registered to do and does business in California within the
28

1 meaning of Health and Safety Code, section 25249.11. CONAGRABRANDS, INC. manufactures,
2 imports, sells, and/or distributes the Product in California.

3 10. Defendant SUNBUTTER, LLC is a corporation organized and existing under the laws of North
4 Dakota. SUNBUTTER, LLC is registered to do and does business in California within the meaning of
5 Health and Safety Code, section 25249.11. SUNBUTTER, LLC manufactures, imports, sells, and/or
6 distributes the Product in California.

7 11. Defendant RED RIVER COMMODITIES, INC. is a corporation organized and existing under
8 the laws of North Dakota. RED RIVER COMMODITIES, INC. is registered to do and does business in
9 California within the meaning of Health and Safety Code, section 25249.11. RED RIVER
10 COMMODITIES, INC. manufactures, imports, sells, and/or distributes the Product in California.

11 12. Defendants SF MARKETS, LLC, and SPROUTS FARMERS MARKET, INC., are
12 collectively referred to hereinafter as “Sprouts.” Defendant CONAGRABRANDS, INC. is referred to
13 hereinafter as “Conagra.” Defendants SUNBUTTER, LLC and RED RIVER COMMODITIES, INC. are
14 collectively referred to hereinafter as “Sunbutter.” The Defendants are referred to variously as the
15 “violators.”

16 13. Plaintiff does not know the true names and/or capacities, whether individual, partners, or
17 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason sues said
18 Defendants under fictitious names pursuant to Cal. Civ. Proc. § 474. Plaintiff will seek leave to amend
19 this Complaint when the true names and capacities of these Defendants have been ascertained. Plaintiff
20 is informed and believes, and thereupon alleges, that these Defendants are responsible in whole or in
21 part for the violations that are the subject of this action.

22 14. At all times mentioned, on information and belief, Defendants were the agents, alter egos,
23 servants, joint venturers, joint employers, or employees of each other, Defendants acted with the consent
24 of the other Co-Defendants and acted within the course, purpose, and scope of their agency, service, or
25 authorized acts or omissions., and all conduct was ratified by Defendants, and each of them.

26 **VENUE AND JURISDICTION**

27 15. California Constitution Article VI, Section 10 grants the Superior Court original jurisdiction in
28 all cases except those given by statute to other trial courts. The Health and Safety Code statute upon

1 which this action is based does not give jurisdiction to any other court. As such, this Court has
2 jurisdiction. All Defendants named herein have sufficient minimum contacts in the State of California,
3 or otherwise purposefully avail themselves of the benefits and privileges of California, such that the
4 exercise of jurisdiction over Defendants would be consistent with traditional notions of fair play and
5 substantial justice.

6 16. Venue is proper in San Francisco County Superior Court pursuant to Code of Civil Procedure,
7 sections 394, 395, and 395.5 and for the reasons set forth in the June 24, 2026 order of Hon. Patrick
8 McKinney in the order on petition for coordination in case no. JCCP 5444.

9 **FIRST CAUSE OF ACTION**
10 **VIOLATION OF PROPOSITION 65**
11 **AGAINST ALL DEFENDANTS**

12 17. CARES incorporates by reference each and every allegation contained above.

13 18. Proposition 65 mandates that citizens be informed about exposures to chemicals that cause
14 cancer, birth defects, and other reproductive harm. The mandated method for so doing is to furnish the
15 consumer with a clear and reasonable warning in this regard prior to any exposure so that the consumer
16 is in the possession of sufficient information to decide for himself or herself whether to procure the
17 Product for ingestion by the consumer and/or their families or others.

18 19. Sprouts, Conagra, and SunButter manufactured, imported, sold, and/or distributed Products
19 containing cadmium in excess of allowable levels and without first providing the mandated clear and
20 reasonable warning, in violation of Health and Safety Code, Section 25249.6 *et seq*, as described herein.
21 CARES is informed and believes such violations have continued after receipt of the Notice, continue to
22 occur, and will continue to occur into the future absent a judgment ordering adequate injunctive relief.

23 20. In manufacturing, importing, selling, and/or distributing Products, Sprouts, Conagra, and
24 SunButter failed to provide a clear and reasonable warning to consumers and individuals in California
25 who are exposed to cadmium through the reasonably foreseeable use of the Products.

26 21. The Products exposes individuals to cadmium through direct ingestion. This exposure is a
27 natural and foreseeable consequence of Defendants placing Products into the stream of commerce,
28 including selling it in its retail stores.

1 22. The exposure by Sprouts, Conagra, and SunButter to consumers of unlawful concentrations of
2 cadmium without first providing a clear and reasonable warning was knowing and intentional, within the
3 meaning of Cal. Health & Safety Code Section 25249.6.

4 23. More than sixty days prior to naming each defendant in this lawsuit, CARES issued 60-Day
5 Notices of Violation (“Notices”) as required by, and in compliance with, Proposition 65. CARES
6 provided the Notices and required accompanying documentation to the required public enforcement
7 agencies. The Notices alleged that Sprouts, Conagra, and SunButter violated and continues to violate
8 Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated
9 with exposures to the concentrations of cadmium contained in the Products.

10 24. The appropriate public enforcement agencies provided with the Notices have not commenced
11 or are diligently prosecuting an enforcement action respecting the Notices,

12 25. Individuals exposed to cadmium contained in Products through direct ingestion resulting from
13 reasonably foreseeable use of the Products have suffered and continue to suffer irreparable harm. There
14 is no other plain, speedy, or adequate remedy at law, and Proposition 65 expressly provides that
15 injunctive relief may be sought in an action by a party acting in the public interest to enforce the
16 provisions of Proposition 65. (Cal. Health and Safety Code, Section 25249.7(a).

17 26. In addition, the Sprouts, Conagra, and SunButter entities each are liable for a maximum civil
18 penalty of \$2,500 per day for each violation of Proposition 65, pursuant to Health and Safety Code
19 Section 252497(b).

20 27. Proposition 65 and Cal. Code Civ. Proc. 25249.7 (f) also authorizes the Court to award an
21 enforcer acting in the public interest its reasonable attorneys’ fees and costs in successfully prosecuting
22 such an action.

23 **PRAYER FOR RELIEF**

24 Wherefore, CARES prays for judgment against Defendants as follows:

25 1. For a judgment for a preliminary and permanent injunction against Defendants from
26 manufacturing, importing, selling, and/or distributing Products in California without providing a clear
27 and reasonable warning as required by Proposition 65 and related Regulations;

28 2. For a judgment awarding civil penalties in the amount of \$2,500 per day for each violation.

1 3. For an award of reasonable attorney's fees and costs of suit; and

2 4. For such other and further relief as the Court may deem to be just and proper.

3
4 DATED: June 26, 2026

REICH RADCLIFFE & HOOVER LLP

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6 By: /s/ Richard McNeil

Marc G. Reich

7 Richard McNeil

8 Julian Pozza

9 Attorneys for Plaintiff Center for Awareness and
Responsibility of Environmental Solutions