

ELECTRONICALLY
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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

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11 CENTER FOR ENVIRONMENTAL HEALTH

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO

14 **CGC-25-623029**

15 CENTER FOR ENVIRONMENTAL HEALTH, a
16 non-profit corporation,

17 Plaintiff,

18 v.

19 THE VITA COCO COMPANY INC.,
20 ADVANCED BUSINESS STRATEGIES LLC;
21 ALL MARKET INC.; ARCADIA BIOSCIENCES,
22 INC.; BROOKLYN BOTTLING OF MILTON,
23 NEW YORK, INC.; C2O COCONUT WATER,
24 LLC; DOLLAR TREE STORES, INC.; EDWARD
25 & SONS TRADING CO., INC.; GOYA FOODS,
26 INC.; GOYA FOODS OF CALIFORNIA, INC.;
27 IBERIA FOODS, LLC; JARRITOS, INC.;
28 KHONG GUAN CORPORATION; MERCADO
LATINO, INC.; NAME RITE, LLC; NOVA USA
INC.; ONE HUNDRED COCONUTS LLC; P.S.W.
INC.; PURCELL INTERNATIONAL; RALEY'S;
RITE AID CORPORATION; SMART & FINAL
LLC; SMART & FINAL STORES LLC;
SPROUTS FARMERS MARKET, INC.; SUN
HING FOODS, INC.; TIPP DISTRIBUTORS,
INC.; USA NANFANG FOOD INDUSTRY, INC.;
WALMART, INC.; WHOLE FOODS MARKET,
INC.; WHOLE FOODS MARKET CALIFORNIA,
INC.; and DOES 1 through 100, inclusive,

Defendants.

Civil Case No.:

**COMPLAINT FOR INJUNCTIVE RELIEF
AND CIVIL PENALTIES**

Health & Safety Code § 25249.6 *et seq.*

1 Plaintiff Center for Environmental Health, in the public interest, based on information
2 and belief and investigation of counsel, except for information based on knowledge, hereby makes the
3 following allegations:
4

5 **INTRODUCTION**

6 1. This Complaint seeks to remedy Defendants' ongoing violations of California's
7 Proposition 65, Health & Safety Code §25249.5, *et seq.* Defendants violate Proposition 65 by
8 knowingly and intentionally exposing individuals in California to Bisphenol A ("BPA"), a chemical
9 known to the State of California to cause birth defects and other reproductive harm. Such exposures
10 have occurred, and continue to occur, when individuals consume coconut water sold by Defendants in
11 metal cans, cartons, and other containers ("Coconut Water").

12 2. Under Proposition 65 it is unlawful for businesses to knowingly and intentionally expose
13 individuals in California to chemicals known to the State to cause birth defects or other reproductive
14 harm without first providing clear and reasonable warnings to exposed individuals. Defendants
15 introduce Coconut Water containing significant quantities of BPA into the California marketplace,
16 thereby exposing consumers to BPA.

17 3. Despite the fact that Defendants expose those who are pregnant, those who are seeking to
18 become pregnant, and others to BPA, Defendants provide no warnings whatsoever about the
19 reproductive hazards associated with BPA exposure. Defendants' conduct thus violates the warning
20 provision of Proposition 65. Health & Safety Code § 25249.6.

21 **PARTIES**

22 4. Plaintiff CENTER FOR ENVIRONMENTAL HEALTH ("CEH") is a non-profit
23 corporation dedicated to protecting the public from environmental health hazards and toxic exposures.
24 CEH is based in Oakland, California and incorporated under the laws of the State of California. CEH is
25 a "person" within the meaning of Health & Safety Code § 25249.11(a) and brings this enforcement
26 action in the public interest pursuant to Health & Safety Code § 25249.7(d). CEH is a nationally
27 recognized not for profit environmental advocacy group that has prosecuted numerous Proposition 65
28 cases in the public interest. Through its work, CEH has created substantial public benefit, including the

1 reformulation or removal from the market of millions of products harming consumers and the
2 environment. CEH also provides information to Californians about the health risks associated with
3 exposure to hazardous substances when manufacturers and other responsible parties fail to do so.

4 5. Defendant ADVANCED BUSINESS STRATEGIES LLC is a person in the course of
5 doing business within the meaning of Health & Safety Code §25249.11. ADVANCED BUSINESS
6 STRATEGIES LLC markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale
7 or use in California. CEH's claims against ADVANCED BUSINESS STRATEGIES LLC in this action
8 are limited to coconut water packaged in cans.

9 6. Defendant ALL MARKET INC. is a person in the course of doing business within the
10 meaning of Health & Safety Code §25249.11. ALL MARKET INC. markets, distributes, licenses,
11 and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against ALL
12 MARKET INC. in this action are limited to its coconut water packaged in cans.

13 7. Defendant ARCADIA BIOSCIENCES, INC. is a person in the course of doing business
14 within the meaning of Health & Safety Code §25249.11. ARCADIA BIOSCIENCES, INC. markets,
15 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
16 claims against ARCADIA BIOSCIENCES, INC. in this action are limited to its coconut water packaged
17 in cans.

18 8. Defendant BROOKLYN BOTTLING OF MILTON, NEW YORK, INC. is a person in
19 the course of doing business within the meaning of Health & Safety Code §25249.11. BROOKLYN
20 BOTTLING OF MILTON, NEW YORK, INC. markets, distributes, licenses, and/or sells Coconut
21 Water containing BPA for sale or use in California. CEH's claims against BROOKLYN BOTTLING
22 OF MILTON, NEW YORK, INC. in this action are limited to its coconut water packaged in cans.

23 9. Defendant C2O COCONUT WATER, LLC is a person in the course of doing business
24 within the meaning of Health & Safety Code §25249.11. C2O COCONUT WATER, LLC markets,
25 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
26 claims against C2O COCONUT WATER, LLC in this action are limited to its coconut water packaged
27 in cans.

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1 10. Defendant DOLLAR TREE STORES, INC. is a person in the course of doing business
2 within the meaning of Health & Safety Code §25249.11. DOLLAR TREE STORES, INC. markets,
3 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
4 claims against DOLLAR TREE STORES, INC. in this action are limited to coconut water packaged in
5 cans and sold under the Pure Squeeze brand.

6 11. Defendant EDWARD & SONS TRADING CO., INC. is a person in the course of doing
7 business within the meaning of Health & Safety Code §25249.11. EDWARD & SONS TRADING CO.,
8 INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in
9 California. CEH's claims against EDWARD & SONS TRADING CO., INC. in this action are limited
10 to its coconut water packaged in cans.

11 12. Defendant GOYA FOODS, INC. is a person in the course of doing business within the
12 meaning of Health & Safety Code §25249.11. GOYA FOODS, INC. markets, distributes, licenses,
13 and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against GOYA
14 FOODS, INC. in this action are limited to its coconut water packaged in cans.

15 13. Defendant GOYA FOODS OF CALIFORNIA, INC. is a person in the course of doing
16 business within the meaning of Health & Safety Code §25249.11. GOYA FOODS OF CALIFORNIA,
17 INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in
18 California. CEH's claims against GOYA FOODS OF CALIFORNIA, INC. in this action are limited to
19 its coconut water packaged in cans.

20 14. Defendant IBERIA FOODS, LLC is a person in the course of doing business within the
21 meaning of Health & Safety Code §25249.11. IBERIA FOODS, LLC markets, distributes, licenses,
22 and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against IBERIA
23 FOODS, LLC in this action are limited to its coconut water packaged in cans.

24 15. Defendant JARRITOS, INC. is a person in the course of doing business within the
25 meaning of Health & Safety Code §25249.11. JARRITOS, INC. markets, distributes, licenses, and/or
26 sells Coconut Water containing BPA for sale or use in California. CEH's claims against JARRITOS,
27 INC. in this action are limited to its coconut water packaged in cans.

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1 16. Defendant KHONG GUAN CORPORATION is a person in the course of doing business
2 within the meaning of Health & Safety Code §25249.11. KHONG GUAN CORPORATION markets,
3 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
4 claims against KHONG GUAN CORPORATION in this action are limited to its coconut water
5 packaged in cans.

6 17. Defendant MERCADO LATINO, INC. is a person in the course of doing business within
7 the meaning of Health & Safety Code §25249.11. MERCADO LATINO, INC. markets, distributes,
8 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
9 MERCADO LATINO, INC. in this action are limited to coconut water packaged in cans.

10 18. Defendant NAME RITE, LLC is a person in the course of doing business within the
11 meaning of Health & Safety Code §25249.11. NAME RITE, LLC markets, distributes, licenses, and/or
12 sells Coconut Water containing BPA for sale or use in California. CEH's claims against NAME RITE,
13 LLC in this action are limited to its coconut water packaged in cans.

14 19. Defendant NOVA USA INC. is a person in the course of doing business within the
15 meaning of Health & Safety Code §25249.11. NOVA USA INC. markets, distributes, licenses, and/or
16 sells Coconut Water containing BPA for sale or use in California. CEH's claims against NOVA USA
17 INC. in this action are limited to its coconut water packaged in cans.

18 20. Defendant ONE HUNDRED COCONUTS LLC is a person in the course of doing
19 business within the meaning of Health & Safety Code §25249.11. ONE HUNDRED COCONUTS LLC
20 markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California.
21 CEH's claims against ONE HUNDRED COCONUTS LLC in this action are limited to its coconut water
22 packaged in cans.

23 21. Defendant P.S.W. INC. is a person in the course of doing business within the meaning of
24 Health & Safety Code §25249.11. P.S.W. INC. markets, distributes, licenses, and/or sells Coconut
25 Water containing BPA for sale or use in California. CEH's claims against P.S.W. INC. in this action are
26 limited to its coconut water packaged in cans.

27 22. Defendant PURCELL INTERNATIONAL is a person in the course of doing business
28 within the meaning of Health & Safety Code §25249.11. PURCELL INTERNATIONAL markets,

1 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
2 claims against PURCELL INTERNATIONAL in this action are limited to its coconut water packaged in
3 cans.

4 23. Defendant RALEY'S is a person in the course of doing business within the meaning of
5 Health & Safety Code §25249.11. RALEY'S markets, distributes, licenses, and/or sells Coconut Water
6 containing BPA for sale or use in California. CEH's claims against RALEY'S in this action are limited
7 to coconut water packaged in cans sold under the Raley's brand.

8 24. Defendant RITE AID CORPORATION is a person in the course of doing business within
9 the meaning of Health & Safety Code §25249.11. RITE AID CORPORATION markets, distributes,
10 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
11 RITE AID CORPORATION in this action are limited to coconut water packaged in cans sold under the
12 Refreshery brand.

13 25. Defendant SMART & FINAL LLC is a person in the course of doing business within the
14 meaning of Health & Safety Code §25249.11. SMART & FINAL LLC markets, distributes, licenses,
15 and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against SMART
16 & FINAL LLC in this action are limited to coconut water packaged in cans and sold under the Sun
17 Harvest brand.

18 26. Defendant SMART & FINAL STORES LLC is a person in the course of doing business
19 within the meaning of Health & Safety Code §25249.11. SMART & FINAL STORES LLC markets,
20 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
21 claims against SMART & FINAL STORES LLC in this action are limited to coconut water packaged in
22 cans and sold under the Sun Harvest brand.

23 27. Defendant SPROUTS FARMERS MARKET, INC. is a person in the course of doing
24 business within the meaning of Health & Safety Code §25249.11. SPROUTS FARMERS MARKET,
25 INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in
26 California. CEH's claims against SPROUTS FARMERS MARKET, INC. in this action are limited to
27 coconut water packaged in cans and sold under the Sprouts Farmers Market brand.

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1 28. Defendant SUN HING FOODS, INC. is a person in the course of doing business within
2 the meaning of Health & Safety Code §25249.11. SUN HING FOODS, INC. markets, distributes,
3 licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's claims against
4 SUN HING FOODS, INC. in this action are limited to its coconut water packaged in cans.

5 29. Defendant TIPP DISTRIBUTORS, INC. is a person in the course of doing business
6 within the meaning of Health & Safety Code §25249.11. TIPP DISTRIBUTORS, INC. markets,
7 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
8 claims against TIPP DISTRIBUTORS, INC. in this action are limited to its coconut water packaged in
9 cans.

10 30. Defendant USA NANFANG FOOD INDUSTRY, INC. is a person in the course of doing
11 business within the meaning of Health & Safety Code §25249.11. USA NANFANG FOOD
12 INDUSTRY, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or
13 use in California. CEH's claims against USA NANFANG FOOD INDUSTRY, INC. in this action are
14 limited to its coconut water packaged in cans.

15 31. Defendant THE VITA COCO COMPANY INC. is a person in the course of doing
16 business within the meaning of Health & Safety Code §25249.11. THE VITA COCO COMPANY INC.
17 markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California.
18 CEH's claims against THE VITA COCO COMPANY INC. in this action are limited to its coconut
19 water packaged in cans.

20 32. Defendant WALMART, INC. is a person in the course of doing business within the
21 meaning of Health & Safety Code §25249.11. WALMART, INC. markets, distributes, licenses, and/or
22 sells Coconut Water containing BPA for sale or use in California. CEH's claims against WALMART,
23 INC. in this action are limited to coconut water packaged in cans and sold under the FOCO and Jarritos
24 brands.

25 33. Defendant WHOLE FOODS MARKET, INC. is a person in the course of doing business
26 within the meaning of Health & Safety Code §25249.11. WHOLE FOODS MARKET, INC. markets,
27 distributes, licenses, and/or sells Coconut Water containing BPA for sale or use in California. CEH's
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1 claims against WHOLE FOODS MARKET, INC. in this action are limited to coconut water packaged in
2 cans and sold under the 365 Whole Foods Market.

3 34. Defendant WHOLE FOODS MARKET CALIFORNIA, INC. is a person in the course of
4 doing business within the meaning of Health & Safety Code §25249.11. WHOLE FOODS MARKET
5 CALIFORNIA, INC. markets, distributes, licenses, and/or sells Coconut Water containing BPA for sale
6 or use in California. CEH’s claims against WHOLE FOODS MARKET CALIFORNIA, INC. in this
7 action are limited to coconut water packaged in cans and sold under the 365 Whole Foods Market, Amy
8 & Brian, and Taste Nirvana brands.

9 35. Does 1 through 100 are each a person in the course of doing business within the meaning
10 of Health & Safety Code §25249.11. Does 1 through 100 manufacture, distribute, and/or sell Coconut
11 Water containing BPA for sale or use in California. Does 1 through 100 each market, distribute, and/or
12 sell Coconut Water that is available for purchase and consumption to individuals in California and
13 purchased or consumed by individuals in California.

14 36. The true names of DOES 1 through 100 are either unknown to CEH at this time or the
15 applicable time period before which CEH may file a Proposition 65 action has not run. When CEH
16 ascertains the identifies of the DOE Defendants or the applicable time period before which CEH may
17 file a Proposition 65 action has run, CEH will amend the Complaint to reflect the true names and
18 identities of the Doe Defendants.

19 37. The defendants identified in the above paragraphs and DOES 1 through 100 are
20 collectively referred to herein as “Defendants.”

21 **JURISDICTION AND VENUE**

22 38. The Court has jurisdiction over this action pursuant to Health & Safety Code §25249.7,
23 which allows enforcement in any court of competent jurisdiction, and pursuant to California
24 Constitution Article VI, Section 10, because this case is a cause not given by statute to other trial courts.

25 39. This Court has jurisdiction over Defendants because each is a business entity that either
26 (i) has its principal place of business in California or is headquartered in California; or (ii) does
27 sufficient business, has sufficient minimum contacts in California, or otherwise intentionally avails itself
28 of the California market through its sale, marketing, or distribution of Coconut Water in California and

1 such business and contacts gave rise to the claims at issue. Such contacts with California also render the
2 exercise of jurisdiction over Defendants by California courts consistent with traditional notions of fair
3 play and substantial justice.

4 40. Venue is proper in San Francisco Superior Court because one or more of the violations
5 arise in the County of San Francisco.

6 **BACKGROUND FACTS**

7 41. The People of the State of California have declared by initiative under Proposition 65
8 their right “[t]o be informed about exposures to chemicals that cause cancer, birth defects, or other
9 reproductive harm.” Proposition 65, §1(b).

10 42. To effectuate this goal, Proposition 65 prohibits exposing people to chemicals listed by
11 the State of California as known to cause cancer, birth defects, or other reproductive harm above certain
12 levels without a “clear and reasonable warning” unless the business responsible for the exposure can
13 prove that it fits within a statutory exemption. Health & Safety Code §25249.6 states, in pertinent part:

14 No person in the course of doing business shall knowingly and intentionally
15 expose any individual to a chemical known to the state to cause cancer or
16 reproductive toxicity without first giving clear and reasonable warning to such
17 individual. . .

18 43. On May 11, 2015, the State of California officially listed BPA as a female reproductive
19 toxicant. 27 California Code of Regulations (“C.C.R.”) § 27001(b). On May 11, 2016, BPA became
20 subject to the clear and reasonable warning requirement regarding reproductive toxicity under
21 Proposition 65. Health & Safety Code § 25249.10(b).

22 44. On December 18, 2020, the State of California officially listed BPA as a developmental
23 toxicant. 27 C.C.R. § 27001(b). On December 18, 2021, BPA became subject to the clear and
24 reasonable warning requirement regarding developmental toxicity under Proposition 65. Health &
25 Safety Code § 25249.10(b).

26 45. The addition of BPA in the Coconut Water is not necessary, as coconut water can be
27 produced, processed, packaged, and sold without BPA. Defendants’ Coconut Water contains sufficient
28 quantities of BPA such that Defendants expose individuals who consume the Coconut Water to BPA.
The primary route of exposure for the violations is direct ingestion when consumers drink the Coconut

1 Water. These exposures occur in homes, workplaces, and everywhere else throughout California where
2 the Coconut Water is consumed.

3 46. Defendants fail to provide any warning, let alone the required clear and reasonable
4 warning, with their Coconut Water regarding the reproductive and developmental toxicity of BPA. The
5 failure to warn here is particularly troubling given that coconut water is often marketed as a “health” and
6 “sports” drink that consumers should consume regularly and in large quantities to hydrate themselves.

7 47. Any person acting in the public interest has standing to enforce violations of Proposition
8 65 provided that such person supplied the requisite public enforcers with a valid 60-Day Notice of
9 Violation and such public enforcers are not diligently prosecuting the action within such time. Health &
10 Safety Code §25249.7(d).

11 48. More than sixty days prior to naming each Defendant in this lawsuit, CEH provided a 60-
12 Day “Notice of Violation” of Proposition 65 to the California Attorney General, to the District Attorneys
13 of every county in California, to the City Attorneys of every California city with a population greater
14 than 750,000, and to each of the named Defendants. In compliance with Health & Safety Code
15 §25249.7(d) and 27 C.C.R. §25903(b), each Notice included the following information: (1) the name
16 and address of each violator; (2) the statute violated; (3) the time period during which violations
17 occurred; (4) specific descriptions of the violations, including (a) the routes of exposures to BPA from
18 Defendants’ coconut water products; and (b) the specific type of products sold and used in violation of
19 Proposition 65; and (5) the name of the specific Proposition 65-listed chemical that is the subject of the
20 violations described in each Notice.

21 49. CEH also sent a Certificate of Merit for each Notice to the California Attorney General,
22 to the District Attorneys of every county in California, to the City Attorneys of every California city
23 with a population greater than 750,000, and to each of the named Defendants. In compliance with
24 Health & Safety Code §25249.7(d) and 11 C.C.R. §3101, each Certificate certified that CEH’s counsel:
25 (1) has consulted with one or more persons with relevant and appropriate experience or expertise who
26 reviewed facts, studies, or other data regarding the exposures to BPA alleged in each Notice; and (2)
27 based on the information obtained through such consultations, believes that there is a reasonable and
28 meritorious case for a citizen enforcement action based on the facts alleged in each Notice. In

1 compliance with Health & Safety Code §25249.7(d) and 11 C.C.R. §3102, each Certificate served on the
2 Attorney General included factual information – provided on a confidential basis – sufficient to establish
3 the basis for the Certificate, including the identity of the person(s) consulted by CEH’s counsel and the
4 facts, studies, or other data reviewed by such persons.

5 50. None of the public prosecutors with the authority to prosecute violations of Proposition
6 65 have commenced or is diligently prosecuting a cause of action against Defendants under Health &
7 Safety Code §25249.5, *et seq.*, based on the claims asserted in any of CEH’s Notices regarding BPA in
8 Coconut Water.

9 51. Defendants both know and intend that individuals—including those who are pregnant and
10 intending to become pregnant—consume their Coconut Water, thus exposing them to BPA.

11 52. Defendants continue to expose consumers to BPA without prior clear and reasonable
12 warnings regarding the reproductive and developmental toxicity of BPA.

13 53. CEH has engaged in good-faith efforts to resolve the claims alleged herein prior to filing
14 this Complaint.

15 54. Any person “violating or threatening to violate” Proposition 65 may be enjoined in any
16 court of competent jurisdiction. Health & Safety Code §25249.7. “Threaten to violate” is defined to
17 mean “to create a condition in which there is a substantial probability that a violation will occur.”
18 Health & Safety Code §25249.11(e). Proposition 65 provides for civil penalties not to exceed \$2,500
19 per day for each violation of Proposition 65.

20 **FIRST CAUSE OF ACTION**

21 (Violations of Health & Safety Code § 25249.6)

22 55. CEH realleges and incorporates by reference as if specifically set forth herein the
23 paragraphs of this Complaint.

24 56. By placing the Coconut Water into the stream of commerce, each Defendant is a person
25 in the course of doing business within the meaning of Health & Safety Code §25249.11.

26 57. BPA is a chemical listed by the State of California as a known female reproductive
27 toxicant.

28 58. BPA is a chemical listed by the State of California as a known developmental toxicant.

1 Dated: March 6, 2025

Respectfully submitted,

2 LEXINGTON LAW GROUP, LLP

3
4 /s/ Patrick Carey

5 Patrick Carey
6 Mary Haley Ousley
7 Attorneys for Plaintiff
8 Center for Environmental Health
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