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WHITNEY R. LEEMAN, PH.D.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION

WHITNEY R. LEEMAN, PH.D.,
Plaintiff,
v.

STARBUCKS CORPORATION;
DAVIDSTEA INC.; DAVIDSTEA (USA)
INC.; GRANUM INCORPORATED; JFC
INTERNATIONAL INC.; NUMI, INC.;
PRINCE OF PEACE ENTERPRISES, INC.;
TAWA SUPERMARKET, INC.; TEANCE
FINE TEAS; TEAVANA CORPORATION;
THE HAIN CELESTIAL GROUP, INC.;
UPTON TEA IMPORTS, LLC; WALONG
MARKETING, INC.; WEI-CHUAN U.S.A.,
INC.; and DOES 1 - 150, inclusive,
Defendants.

FILED

Superior Court of California
County of San Francisco

NOV 10 2016

CLERK OF THE COURT

BY: Samuel Lau Deputy Clerk

BOWMAN LU

CGC-16-555322

Case No. _____

**COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF**

(Health & Safety Code § 25249.5 et seq.)

BY FAX

1 **NATURE OF THE ACTION**

2 1. This Complaint is a representative action brought by plaintiff WHITNEY R.
3 LEEMAN, PH.D. in the public interest of the citizens of the State of California to enforce the
4 People's right to be informed of the health hazards caused by exposures to lead, a toxic
5 chemical found in dried teas (loose leaf and bagged) sold by defendants in California.

6 2. By this Complaint, plaintiff seeks to remedy defendants' continuing failure to
7 warn individuals not covered by California's Occupational Safety Health Act, Labor Code
8 section 6300 et seq., who purchase and consume defendants' products, about the risks of
9 exposure to lead present in dried teas (loose leaf and bagged) manufactured, distributed, and
10 offered for sale throughout the State of California. Individuals not covered by California's
11 Occupational Safety Health Act, Labor Code section 6300 et seq., who purchase defendants'
12 products, are referred to hereinafter as "consumers."

13 3. Detectable levels of lead are found in dried teas (loose leaf and bagged) that
14 defendants manufacture, distribute, and offer for sale to consumers throughout the State of
15 California.

16 4. Under the Safe Drinking Water and Toxic Enforcement Act of 1986, codified at
17 Health and Safety Code section 25249.6 et seq. ("Proposition 65"), "[n]o person in the course of
18 doing business shall knowingly and intentionally expose any individual to a chemical known to
19 the state to cause cancer or reproductive toxicity without first giving clear and reasonable
20 warning to such individual . . ." Health & Safety Code § 25249.6.

21 5. Pursuant to Proposition 65, on February 27, 1987, California identified and listed
22 lead as a chemical known to cause birth defects or other reproductive harm. Lead became
23 subject to the "clear and reasonable warning" requirements of the act one year later on February
24 27, 1988. 27 Cal. Code Regs. § 27001(c); Health and Safety Code §§ 25249.8 & 25249.10(b).

25 6. Defendants manufacture, distribute, import, sell, and offer for sale dried tea
26 products containing lead as follows:

27 6.1 Defendants Starbucks Corporation and Teavana Corporation manufacture,
28 distribute, import, sell, and offer for sale without health hazard warnings in California,

1 dried teas (loose leaf and bagged) that contain and expose consumers to lead, plaintiff, at
2 this time, specifically limits her allegation in this regard to (1) *Teavana Yunnan Golden*
3 *Pu-erh Black Tea*; (2) *Tazo Russian Twilight Black Tea*; (3) *Teavana Emperor's Clouds*
4 *& Mist Green Tea*; (4) *Teavana Golden Monkey Black Tea*; (5) *Teavana Gyokuro*
5 *Imperial Green Tea*; (6) *Teavana Monkey Picked Oolong Tea*; (7) *Teavana Strawberry*
6 *Slender Pu-Erh*; and (8) *Teavana Tung Ting Oolong*.

7 6.2 Defendants DavidsTea Inc. and DavidsTea (USA) Inc. manufacture,
8 distribute, import, sell, and offer for sale without health hazard warnings in California,
9 dried teas (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at
10 this time, specifically limits her allegations in this regard to the *DavidsTea Lapsang*
11 *Souchong Star, #00107, UPC #2 000036 000102*.

12 6.3 Defendant Granum Incorporated manufactures, distributes, imports, sells,
13 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
14 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
15 limits her allegations in this regard to the *Choice Organic Teas Oolong Tea Organic*
16 *Oolong, UPC #0 47445 91911 5*.

17 6.4 Defendant JFC International Inc. manufactures, distributes, imports, sells,
18 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
19 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
20 limits her allegations in this regard to the *Dynasty 100% Natural Oolong Tea, UPC #0*
21 *11152 01921 5*.

22 6.5 Defendant Numi, Inc. manufactures, distributes, imports, sells, and offers
23 for sale without health hazard warnings in California, dried teas (loose leaf and bagged)
24 that contain and expose consumers to lead. Plaintiff, at this time, specifically limits her
25 allegations in this regard to the *Numi Organic Tea Gunpowder Green, UPC #6 80692*
26 *10109 6*.

27 6.6 Defendant Prince of Peace Enterprises, Inc. manufactures, distributes,
28 imports, sells, and offers for sale without health hazard warnings in California, dried teas

1 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
2 specifically limits her allegations in this regard to the *Prince of Peace Premium Oolong*
3 *Tea, UPC #0 39278 15100 8.*

4 6.7 Defendant Teance Fine Teas manufactures, distributes, imports, sells,
5 and/or offers for sale without health hazard warnings in California, dried teas (loose leaf
6 and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
7 specifically limits her allegations in this regard to the *Teance Fine Teas Lapsang*
8 *Souchong Wild Forged Spring 2016.*

9 6.8 Defendant The Hain Celestial Group, Inc. manufactures, distributes,
10 imports, sells, and offers for sale without health hazard warnings in California, dried teas
11 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
12 specifically limits her allegations to the *Celestial Organics Fair Trade Certified Organic*
13 *Oolong Tea, #53470-000, UPC #0 70734 53468 3.*

14 6.9 Defendant Upton Tea Imports, LLC manufactures, distributes, imports,
15 sells, and offers for sale without health hazard warnings in California, dried teas (loose
16 leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
17 specifically limits her allegations in this regard to the *Upton Tea China Imperial Grade*
18 *Lapsang Souchong, #122-F, ZS80, #86168.*

19 6.10 Defendants Walong Marketing, Inc. and Tawa Supermarket, Inc.
20 manufacture, distribute, import, sell, and offer for sale without health hazard warnings in
21 California, dried teas (loose leaf and bagged) that contain and expose consumers to lead.
22 Plaintiff, at this time, specifically limits her allegations in this regard to the *Asian Taste*
23 *Dong Ding Oolong Tea, UPC #6 73367 64217 8* and the *Tea King of China Oolong Tea,*
24 *UPC #6 942808 601086.*

25 6.11 Defendant Wei-Chuan U.S.A., Inc. manufactures, distributes, imports,
26 sells, and offers for sale without health hazard warnings in California, dried teas (loose
27 leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
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1 specifically limits her allegations in this regard to the *Wei-Chuan Oolong Tea, UPC #0*
2 *72869 23192 5*.

3 7. All such dried teas (loose leaf and bagged) containing lead, as identified more
4 specifically in paragraphs 6.1 through 6.11 above, shall be referred to collectively hereinafter as
5 the "PRODUCTS." As to each specific defendant, however, PRODUCTS shall refer and, at
6 this time, be limited only to those specific products listed for each specific defendant(s) in
7 paragraphs 6.1 through 6.11 above.

8 8. Defendants' failure to warn consumers in the State of California of the health
9 hazards associated with exposures to lead in conjunction with defendants' sales of the
10 PRODUCTS are violations of Proposition 65, and subject defendants, and each of them, to
11 enjoinder of such conduct as well as civil penalties for each violation. Health & Safety Code
12 § 25249.7(a) & (b)(1).

13 9. For defendants' violations of Proposition 65, plaintiff seeks preliminary and
14 permanent injunctive relief to compel defendants to provide consumers of the PRODUCTS with
15 the required warning regarding the health hazards associated with exposures to lead. Health &
16 Safety Code § 25249.7(a).

17 10. Pursuant to Health and Safety Code section 25249.7(b), plaintiff also seeks civil
18 penalties against defendants for their violations of Proposition 65.

19 **PARTIES**

20 11. Plaintiff WHITNEY R. LEEMAN, PH.D. is a citizen of the State of California
21 who is dedicated to protecting the health of California citizens through the elimination or
22 reduction of toxic exposures from consumer products; and she brings this action in the public
23 interest pursuant to Health and Safety Code section 25249.7(d).

24 12. Defendant STARBUCKS CORPORATION ("STARBUCKS") is a person in the
25 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
26 25249.11.

27 13. STARBUCKS manufactures, imports, distributes, sells, and/or offers the
28 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,

1 imports, distributes, sells, and/or offers the PRODUCTS for sale or use in the State of
2 California.

3 14. Defendant DAVIDSTEA INC. ("DAVIDSTEA") is a person in the course of
4 doing business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

5 15. DAVIDSTEA manufactures, imports, distributes, sells, and/or offers the
6 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
7 imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

8 16. Defendant DAVIDSTEA (USA) INC. ("DAVIDSTEA USA") is a person in the
9 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
10 25249.11.

11 17. DAVIDSTEA USA manufactures, imports, distributes, sells, and/or offers the
12 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
13 imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

14 18. Defendant GRANUM INCORPORATED ("GRANUM") is a person in the course
15 of doing business within the meaning of Health and Safety Code sections 25249.6 and
16 25249.11.

17 19. GRANUM manufactures, imports, distributes, sells, and/or offers the PRODUCTS
18 for sale in the State of California, or implies by its conduct that it manufactures, imports,
19 distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

20 20. Defendant JFC INTERNATIONAL INC. ("JFC") is a person in the course of
21 doing business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

22 21. JFC manufactures, imports, distributes, sells, and/or offers the PRODUCTS for
23 sale in the State of California, or implies by its conduct that it manufactures, imports, distributes,
24 sells, and/or offers the PRODUCTS for sale in the State of California.

25 22. Defendant NUMI, INC. ("NUMI") is a person in the course of doing business
26 within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

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1 23. NUMI manufactures, imports, distributes, sells, and/or offers the PRODUCTS for
2 sale in the State of California, or implies by its conduct that it manufactures, imports, distributes,
3 sells, and/or offers the PRODUCTS for sale in the State of California.

4 24. Defendant PRINCE OF PEACE ENTERPRISES, INC. ("PRINCE OF PEACE")
5 is a person in the course of doing business within the meaning of Health and Safety Code
6 sections 25249.6 and 25249.11.

7 25. PRINCE OF PEACE manufactures, imports, distributes, sells, and/or offers the
8 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
9 imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

10 26. Defendant TAWA SUPERMARKET, INC. ("TAWA") is a person in the course
11 of doing business within the meaning of Health and Safety Code sections 25249.6 and
12 25249.11.

13 27. TAWA manufactures, imports, distributes, sells, and/or offers the PRODUCTS for
14 sale in the State of California, or implies by its conduct that it manufactures, imports, distributes,
15 sells, and/or offers the PRODUCTS for sale in the State of California.

16 28. Defendant TEANCE FINE TEAS ("TEANCE") is a person in the course of doing
17 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

18 29. TEANCE manufactures, imports, distributes, sells, and/or offers the PRODUCTS
19 for sale in the State of California, or implies by its conduct that it manufactures, imports,
20 distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

21 30. Defendant TEAVANA CORPORATION ("TEAVANA") is a person in the
22 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
23 25249.11.

24 31. TEAVANA manufactures, imports, distributes, sells, and/or offers the
25 PRODUCTS for sale or use in the State of California, or implies by its conduct that it
26 manufactures, imports, distributes, sells, and/or offers the PRODUCTS for sale or use in the
27 State of California.

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1 32. Defendant THE HAIN CELESTIAL GROUP, INC. ("HAIN CELESTIAL") is a
2 person in the course of doing business within the meaning of Health and Safety Code sections
3 25249.6 and 25249.11.

4 33. HAIN CELESTIAL manufactures, imports, distributes, sells, and/or offers the
5 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
6 imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

7 34. Defendant UPTON TEA IMPORTS, LLC ("UPTON") is a person in the course
8 of doing business within the meaning of Health and Safety Code sections 25249.6 and
9 25249.11.

10 35. UPTON manufactures, imports, distributes, sells, and/or offers the PRODUCTS
11 for sale in the State of California, or implies by its conduct that it manufactures, imports,
12 distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

13 36. Defendant WALONG MARKETING, INC. ("WALONG") is a person in the
14 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
15 25249.11.

16 37. WALONG manufactures, imports, distributes, sells, and/or offers the PRODUCTS
17 for sale in the State of California, or implies by its conduct that it manufactures, imports,
18 distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

19 38. Defendant WEI-CHUAN U.S.A., INC. ("WEI-CHUAN") is a person in the
20 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
21 25249.11.

22 39. WEI-CHUAN manufactures, imports, distributes, sells, and/or offers the
23 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
24 imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of California

25 40. Defendants DOES 1-50 ("MANUFACTURER DEFENDANTS") are each a
26 person in the course of doing business within the meaning of Health and Safety Code sections
27 25249.6 and 25249.11.

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1 41. **MANUFACTURER DEFENDANTS**, and each of them, research, test, design,
2 assemble, fabricate, and manufacture, or each implies by its conduct that it researches, tests,
3 designs, assembles, fabricates, and manufactures one or more of the **PRODUCTS** offered for
4 sale in California.

5 42. **Defendants DOES 51-100 ("DISTRIBUTOR DEFENDANTS")** are each a person
6 in the course of doing business within the meaning of Health and Safety Code sections 25249.6
7 and 25249.11.

8 43. **DISTRIBUTOR DEFENDANTS**, and each of them, distribute, exchange,
9 transfer, process, and transport one or more of the **PRODUCTS** to individuals, businesses, or
10 retailers for sale in the State of California, or each implies by its conduct that it distributes,
11 exchanges, transfers, processes, and transports one or more of the **PRODUCTS** to individuals,
12 businesses, or retailers for sale in the State of California.

13 44. **Defendants DOES 101-150 ("RETAILER DEFENDANTS")** are each a person in
14 the course of doing business within the meaning of Health and Safety Code sections 25249.6
15 and 25249.11.

16 45. **RETAILER DEFENDANTS**, and each of them, offer the **PRODUCTS** for sale to
17 consumers and other individuals in the State of California.

18 46. At this time, the true names of defendants **DOES 1 through 150, inclusive**, are
19 unknown to plaintiff who, therefore, sues said defendants by their fictitious names pursuant to
20 Code of Civil Procedure section 474. Plaintiff is informed and believes, and on that basis
21 alleges, that each of the fictitiously named defendants is responsible for the acts and occurrences
22 alleged herein. When ascertained, their true names shall be reflected in an amended complaint.

23 47. **STARBUCKS, DAVIDSTEA, DAVIDSTEA USA, GRANUM, JFC, NUMI,**
24 **PRINCE OF PEACE, TAWA; TEANCE, TEAVANA, HAIN CELESTIAL, UPTON,**
25 **WALONG, WEI-CHUAN, MANUFACTURER DEFENDANTS, DISTRIBUTOR**
26 **DEFENDANTS, and RETAILER DEFENDANTS** shall hereinafter be referred to collectively
27 as the "**DEFENDANTS.**"

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1 **VENUE AND JURISDICTION**

2 48. Venue is proper in the Superior Court for the County of San Francisco pursuant to
3 Code of Civil Procedure sections 393, 395, and 395.5, because this Court is a court of
4 competent jurisdiction, because plaintiff seeks civil penalties against DEFENDANTS, because
5 one or more instances of wrongful conduct occurred, and continue to occur, in San Francisco,
6 and because DEFENDANTS conducted, and continue to conduct, business in this county with
7 respect to the PRODUCTS.

8 49. The California Superior Court has jurisdiction over this action pursuant to
9 California Constitution Article VI, section 10, which grants the Superior Court "original
10 jurisdiction in all causes except those given by statute to other trial courts." The statute under
11 which this action is brought does not specify any other basis of subject matter jurisdiction.

12 50. The California Superior Court has jurisdiction over DEFENDANTS based on
13 plaintiff's information and good faith belief that DEFENDANTS are each a person, firm,
14 corporation or association that is a citizen of the State of California, has sufficient minimum
15 contacts in the State of California, and/or otherwise purposefully avails itself of the California
16 market. DEFENDANTS' purposeful availment renders the exercise of personal jurisdiction by
17 California courts consistent with traditional notions of fair play and substantial justice.

18 **FIRST CAUSE OF ACTION**

19 **(Violation of Proposition 65 - Against All Defendants)**

20 51. Plaintiff realleges and incorporates by reference, as if fully set forth herein,
21 Paragraphs 1 through 50, inclusive.

22 52. In enacting Proposition 65, in the preamble to the Safe Drinking Water and Toxic
23 Enforcement Act of 1986, the People of California expressly declared their right "[t]o be
24 informed about exposures to chemicals that cause cancer, birth defects, or other reproductive
25 harm."

26 53. Proposition 65 states, "[n]o person in the course of doing business shall
27 knowingly and intentionally expose any individual to a chemical known to the state to cause
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1 cancer or reproductive toxicity without first giving clear and reasonable warning to such
2 individual” Health & Safety Code § 25249.6.

3 54. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
4 the accompanying certificate of merit, on STARBUCKS, TEAVANA, the California Attorney
5 General’s Office, and all other requisite public enforcement agencies alleging that, as a result of
6 STARBUCKS’ and TEAVANA’S sales of the PRODUCTS, consumers in the State of
7 California are being exposed to lead resulting from their reasonably foreseeable use of the
8 PRODUCTS, without the consumers first receiving a “clear and reasonable warning” regarding
9 the harms associated with exposures to lead, as required by Proposition 65.

10 55. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
11 the accompanying certificate of merit, on DAVIDSTEA, DAVIDSTEA USA, the California
12 Attorney General’s Office, and all other requisite public enforcement agencies alleging that, as a
13 result of DAVIDSTEA’S and DAVIDSTEA USA’S sales of the PRODUCTS, consumers in the
14 State of California are being exposed to lead resulting from their reasonably foreseeable
15 consumption of the PRODUCTS, without the consumers first receiving a “clear and reasonable
16 warning” regarding the harms associated with exposures to lead, as required by Proposition 65.

17 56. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
18 the accompanying certificate of merit, on GRANUM, the California Attorney General’s Office,
19 and all other requisite public enforcement agencies alleging that, as a result of GRANUM’S
20 sales of the PRODUCTS, consumers in the State of California are being exposed to lead
21 resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
22 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
23 exposures to lead, as required by Proposition 65.

24 57. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
25 the accompanying certificate of merit, on JFC, the California Attorney General’s Office, and all
26 other requisite public enforcement agencies alleging that, as a result of JFC’S sales of the
27 PRODUCTS, consumers in the State of California are being exposed to lead resulting from their
28 reasonably foreseeable consumption of the PRODUCTS, without the consumers first receiving

1 a "clear and reasonable warning" regarding the harms associated with exposures to lead, as
2 required by Proposition 65.

3 58. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
4 the accompanying certificate of merit, on NUMI, the California Attorney General's Office, and
5 all other requisite public enforcement agencies alleging that, as a result of NUMI'S sales of the
6 PRODUCTS, consumers in the State of California are being exposed to lead resulting from their
7 reasonably foreseeable consumption of the PRODUCTS, without the consumers first receiving
8 a "clear and reasonable warning" regarding the harms associated with exposures to lead, as
9 required by Proposition 65.

10 59. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
11 the accompanying certificate of merit, on PRINCE OF PEACE, the California Attorney
12 General's Office, and all other requisite public enforcement agencies alleging that, as a result of
13 PRINCE OF PEACE'S sales of the PRODUCTS, consumers in the State of California are being
14 exposed to lead resulting from their reasonably foreseeable consumption of the PRODUCTS,
15 without the consumers first receiving a "clear and reasonable warning" regarding the harms
16 associated with exposures to lead, as required by Proposition 65.

17 60. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
18 the accompanying certificate of merit, on TEANCE, the California Attorney General's Office,
19 and all other requisite public enforcement agencies alleging that, as a result of TEANCE'S sales
20 of the PRODUCTS, consumers in the State of California are being exposed to lead resulting
21 from their reasonably foreseeable consumption of the PRODUCTS, without the consumers first
22 receiving a "clear and reasonable warning" regarding the harms associated with exposures to
23 lead, as required by Proposition 65.

24 61. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
25 the accompanying certificate of merit, on HAIN CELESTIAL, the California Attorney
26 General's Office, and all other requisite public enforcement agencies alleging that, as a result of
27 HAIN CELESTIAL'S sales of the PRODUCTS, consumers in the State of California are being
28 exposed to lead resulting from their reasonably foreseeable consumption of the PRODUCTS,

1 without the consumers first receiving a "clear and reasonable warning" regarding the harms
2 associated with exposures to lead, as required by Proposition 65.

3 62. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
4 the accompanying certificate of merit, on UPTON, the California Attorney General's Office,
5 and all other requisite public enforcement agencies alleging that, as a result of UPTON'S sales
6 of the PRODUCTS, consumers in the State of California are being exposed to lead resulting
7 from their reasonably foreseeable consumption of the PRODUCTS, without the consumers first
8 receiving a "clear and reasonable warning" regarding the harms associated with exposures to
9 lead, as required by Proposition 65.

10 63. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
11 the accompanying certificate of merit, on WALONG, TAWA, the California Attorney
12 General's Office, and all other requisite public enforcement agencies alleging that, as a result of
13 WALONG'S and TAWA'S sales of the PRODUCTS, consumers in the State of California are
14 being exposed to lead resulting from their reasonably foreseeable consumption of the
15 PRODUCTS, without the consumers first receiving a "clear and reasonable warning" regarding
16 the harms associated with exposures to lead, as required by Proposition 65.

17 64. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
18 the accompanying certificate of merit, on WEI-CHUAN, the California Attorney General's
19 Office, and all other requisite public enforcement agencies alleging that, as a result of WEI-
20 CHUAN'S sales of the PRODUCTS, consumers in the State of California are being exposed to
21 lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
22 consumers first receiving a "clear and reasonable warning" regarding the harms associated with
23 exposures to lead, as required by Proposition 65.

24 65. DEFENDANTS manufacture, import, distribute, sell, and offer the PRODUCTS
25 for sale in violation of Health and Safety Code section 25249.6, and DEFENDANTS' violations
26 have continued beyond their receipt of plaintiff's sixty-day notices of violation. As such,
27 DEFENDANTS' violations are ongoing and continuous in nature and, unless enjoined, will
28 continue in the future.

1 **66. After receiving plaintiff's sixty-day notices of violation, no public enforcer has**
2 **commenced and diligently prosecuted a cause of action against any of the DEFENDANTS**
3 **under Proposition 65 to enforce the alleged violations that are the subject of plaintiff's notices.**

4 **67. The PRODUCTS that DEFENDANTS manufacture, import, distribute, sell, and**
5 **offer for sale in California cause exposures to lead as a result of the reasonably foreseeable**
6 **consumption of the PRODUCTS. Such exposures caused by DEFENDANTS and endured by**
7 **consumers and other individuals in California are not exempt from the "clear and reasonable"**
8 **warning requirements of Proposition 65, yet DEFENDANTS provide no warning.**

9 **68. DEFENDANTS knew or should have known that the PRODUCTS they**
10 **manufacture, import, distribute, sell, and offer for sale in California contain lead.**

11 **69. Lead is present in or on the PRODUCTS in such a way that consumers are**
12 **exposed to lead through dermal contact and/or ingestion during the reasonably foreseeable**
13 **preparation and consumption of the PRODUCTS.**

14 **70. The normal and reasonably foreseeable preparation and consumption of the**
15 **PRODUCTS has caused, and continues to cause, consumer exposures to lead, as such exposures**
16 **are defined by title 27 of the California Code of Regulations section 25602(b).**

17 **71. DEFENDANTS know that the normal and reasonably foreseeable preparation and**
18 **consumption of the PRODUCTS exposes individuals to lead through dermal contact and/or**
19 **ingestion.**

20 **72. DEFENDANTS intend that exposures to lead from the reasonably foreseeable**
21 **preparation and consumption of the PRODUCTS will occur by their deliberate, non-accidental**
22 **participation in the manufacture, importation, distribution, sale, and offering of the PRODUCTS**
23 **for sale to consumers in California.**

24 **73. DEFENDANTS failed to provide a "clear and reasonable warning" to those**
25 **consumers and other individuals in California who have been, or who will be, exposed to lead**
26 **through dermal contact and/or ingestion resulting from their preparation and/or consumption of**
27 **the PRODUCTS.**

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3. That the Court, Pursuant to Health and Safety Code section 25249.7(a), issue preliminary and permanent injunctions mandating that DEFENDANTS recall all PRODUCTS currently in the chain of commerce in California without a "clear and reasonable warning" as defined by title 27 California Code of Regulations section 25601 *et seq.*;

4. That the Court grant plaintiff her reasonable attorneys' fees and costs of suit; and

5. That the Court grant such other and further relief as may be just and proper.

Dated: November 10, 2016

Respectfully submitted,
THE CHANLER GROUP

By: 
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