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

16 WHITNEY R. LEEMAN, PH.D.,

17 Plaintiff,

18 v.

19 STARBUCKS CORPORATION;
20 DAVIDSTEA INC.; DAVIDSTEA (USA)
21 INC.; GRANUM INCORPORATED; JFC
22 INTERNATIONAL INC.; NUMI, INC.;
23 PRINCE OF PEACE ENTERPRISES, INC.;
24 TAWA SUPERMARKET, INC.; TEANCE
25 FINE TEAS; TEAVANA CORPORATION;
26 THE HAIN CELESTIAL GROUP, INC.;
27 UPTON TEA IMPORTS, LLC; WALONG
28 MARKETING, INC.; WEI-CHUAN U.S.A.,
INC.; ANHING CORPORATION;
FRONTIER COOPERATIVE; HOCEAN
INC.; RAINBOW ACRES; SAVE MART
SUPERMARKETS; STARWAY INC.;
UNCLE LEE'S TEA INC.; and DOES 1 –
150, inclusive,

Defendants.

Case No. CGC-16-555322

**FIRST AMENDED COMPLAINT FOR
CIVIL PENALTIES AND INJUNCTIVE
RELIEF**

(Health & Safety Code § 25249.5 *et seq.*)

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
12/06/2016
Clerk of the Court
BY: CAROL BALISTRERI
Deputy Clerk

1 NATURE OF THE ACTION

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

6 2. By this First Amended Complaint, plaintiff seeks to remedy defendants’
7 continuing failure to warn individuals not covered by California’s Occupational Safety Health
8 Act, Labor Code section 6300 et seq., who purchase and consume defendants’ products, about
9 the risks of exposure to lead present in dried teas (loose leaf and bagged) manufactured,
10 distributed, and offered for sale throughout the State of California. Individuals not covered by
11 California’s Occupational Safety Health Act, Labor Code section 6300 et seq., who purchase
12 defendants’ 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,
28

1 specifically limits her allegations in this regard to the *Wei-Chuan Oolong Tea*, UPC #0
2 72869 23192 5.

3 6.12 Defendant Anhing Corporation manufactures, distributes, imports, sells,
4 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
5 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
6 limits her allegations in this regard to the *Lungfung Brand Oolong Tea*, CN0045, UPC #0
7 80736 11894 1.

8 6.13 Defendant Frontier Cooperative manufactures, distributes, imports, sells,
9 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
10 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
11 limits her allegations in this regard to the *Frontier Co-Op Se Chung Special Oolong Tea*,
12 #2827.5334, UPC #0 89836 02827 3.

13 6.14 Defendant Hocean Inc. manufactures, distributes, imports, sells, and offers
14 for sale without health hazard warnings in California, dried teas (loose leaf and bagged)
15 that contain and expose consumers to lead. Plaintiff, at this time, specifically limits her
16 allegations in this regard to the *Oolong Tea*, UPC #0 45027 97939 7.

17 6.15 Defendant Rainbow Acres manufactures, distributes, imports, sells, and
18 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 *Rainbow Acres Natural Foods Black Tea with*
21 *Ginger Bits*, UPC #7 22639 12165 8.

22 6.16 Defendant Save Mart Supermarkets manufactures, distributes, imports,
23 sells, and offers for sale without health hazard warnings in California, dried teas (loose
24 leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
25 specifically limits her allegations in this regard to the *Premium Quality Teas Pacific*
26 *Coast Selections Hibiscus Caffeine Free Herbal Tea*, UPC #0 98487 10104 4.

27 6.17 Defendant Starway Inc. manufactures, distributes, imports, sells, and
28 offers for sale without health hazard warnings in California, dried teas (loose leaf and

1 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
2 limits her allegations in this regard to the *High Mountain OoLong Tea, UPC #6 942808*
3 *600638*.

4 6.18 Defendant Uncle Lee's Tea Inc. manufactures, distributes, imports, sells,
5 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
6 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
7 limits her allegations in this regard to the *Imperial Organic Oolong Tea, UPC #8 79792*
8 *00002 0*.

9 7. All such dried teas (loose leaf and bagged) containing lead, as identified more
10 specifically in paragraphs 6.1 through 6.18 above, shall be referred to collectively hereinafter as
11 the "PRODUCTS." As to each specific defendant, however, PRODUCTS shall refer and, at
12 this time, be limited only to those specific products listed for each specific defendant(s) in
13 paragraphs 6.1 through 6.18 above.

14 8. Defendants' failure to warn consumers in the State of California of the health
15 hazards associated with exposures to lead in conjunction with defendants' sales of the
16 PRODUCTS are violations of Proposition 65, and subject defendants, and each of them, to
17 enjoinder of such conduct as well as civil penalties for each violation. Health & Safety Code
18 § 25249.7(a) & (b)(1).

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

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

25 **PARTIES**

26 11. Plaintiff WHITNEY R. LEEMAN, PH.D. is a citizen of the State of California
27 who is dedicated to protecting the health of California citizens through the elimination or
28

1 reduction of toxic exposures from consumer products; and she brings this action in the public
2 interest pursuant to Health and Safety Code section 25249.7(d).

3 12. Defendant STARBUCKS CORPORATION (“STARBUCKS”) is a person in the
4 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
5 25249.11.

6 13. STARBUCKS manufactures, imports, distributes, sells, and/or offers the
7 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
8 imports, distributes, sells, and/or offers the PRODUCTS for sale or use in the State of
9 California.

10 14. Defendant DAVIDSTEA INC. (“DAVIDSTEA”) is a person in the course of
11 doing business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

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

15 16. Defendant DAVIDSTEA (USA) INC. (“DAVIDSTEA USA”) is a person in the
16 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
17 25249.11.

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

21 18. Defendant GRANUM INCORPORATED (“GRANUM”) is a person in the course
22 of doing business within the meaning of Health and Safety Code sections 25249.6 and
23 25249.11.

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

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

1 21. JFC 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 22. Defendant NUMI, INC. (“NUMI”) is a person in the course of doing business
5 within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

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

9 24. Defendant PRINCE OF PEACE ENTERPRISES, INC. (“PRINCE OF PEACE”)
10 is a person in the course of doing business within the meaning of Health and Safety Code
11 sections 25249.6 and 25249.11.

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

15 26. Defendant TAWA SUPERMARKET, INC. (“TAWA”) is a person in the course
16 of doing business within the meaning of Health and Safety Code sections 25249.6 and
17 25249.11.

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

21 28. Defendant TEANCE FINE TEAS (“TEANCE”) is a person in the course of doing
22 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

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

26 30. Defendant TEAVANA CORPORATION (“TEAVANA”) is a person in the
27 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
28 25249.11.

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

5 32. Defendant THE HAIN CELESTIAL GROUP, INC. (“HAIN CELESTIAL”) is a
6 person in the course of doing business within the meaning of Health and Safety Code sections
7 25249.6 and 25249.11.

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

11 34. Defendant UPTON TEA IMPORTS, LLC (“UPTON”) is a person in the course
12 of doing business within the meaning of Health and Safety Code sections 25249.6 and
13 25249.11.

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

17 36. Defendant WALONG MARKETING, INC. (“WALONG”) is a person in the
18 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
19 25249.11.

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

23 38. Defendant WEI-CHUAN U.S.A., INC. (“WEI-CHUAN”) is a person in the
24 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
25 25249.11.

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

1 40. Defendant ANHING CORPORATION (“ANHING”) is a person in the course of
2 doing business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

3 41. ANHING manufactures, imports, distributes, sells, and/or offers the PRODUCTS
4 for sale in the State of California, or implies by its conduct that it manufactures, imports,
5 distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

6 42. Defendant FRONTIER COOPERATIVE (“FRONTIER”) is a person in the
7 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
8 25249.11.

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

12 44. Defendant HOCEAN INC. (“HOCEAN”) is a person in the course of doing
13 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

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

17 46. Defendant RAINBOW ACRES (“RAINBOW”) is a person in the course of doing
18 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

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

22 48. Defendant SAVE MART SUPERMARKETS (“SAVE MART”) is a person in the
23 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
24 25249.11.

25 49. SAVE MART manufactures, imports, distributes, sells, and/or offers the
26 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
27 imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of California.
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1 50. Defendant STARWAY, INC. ("STARWAY") is a person in the course of doing
2 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

3 51. STARWAY manufactures, imports, distributes, sells, and/or offers the
4 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
5 imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

6 52. Defendant UNCLE LEE'S TEA INC. ("UNCLE LEE'S") is a person in the
7 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
8 25249.11.

9 53. UNCLE LEE'S manufactures, imports, distributes, sells, and/or offers the
10 PRODUCTS for sale in the State of California, or implies by its conduct that it manufactures,
11 imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

12 54. Defendants DOES 1-50 ("MANUFACTURER DEFENDANTS") are each a
13 person in the course of doing business within the meaning of Health and Safety Code sections
14 25249.6 and 25249.11.

15 55. MANUFACTURER DEFENDANTS, and each of them, research, test, design,
16 assemble, fabricate, and manufacture, or each implies by its conduct that it researches, tests,
17 designs, assembles, fabricates, and manufactures one or more of the PRODUCTS offered for
18 sale in California.

19 56. Defendants DOES 51-100 ("DISTRIBUTOR DEFENDANTS") are each a person
20 in the course of doing business within the meaning of Health and Safety Code sections 25249.6
21 and 25249.11.

22 57. DISTRIBUTOR DEFENDANTS, and each of them, distribute, exchange,
23 transfer, process, and transport one or more of the PRODUCTS to individuals, businesses, or
24 retailers for sale in the State of California, or each implies by its conduct that it distributes,
25 exchanges, transfers, processes, and transports one or more of the PRODUCTS to individuals,
26 businesses, or retailers for sale in the State of California.

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1 result of DAVIDSTEA'S and DAVIDSTEA USA'S sales of the PRODUCTS, consumers in the
2 State of California are being exposed to lead resulting from their reasonably foreseeable
3 consumption of the PRODUCTS, without the consumers first receiving a "clear and reasonable
4 warning" regarding the harms associated with exposures to lead, as required by Proposition 65.

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

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

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

26 73. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
27 the accompanying certificate of merit, on PRINCE OF PEACE, the California Attorney
28 General's Office, and all other requisite public enforcement agencies alleging that, as a result of

1 PRINCE OF PEACE'S sales of the PRODUCTS, consumers in the State of California are being
2 exposed to lead resulting from their reasonably foreseeable consumption of the PRODUCTS,
3 without the consumers first receiving a "clear and reasonable warning" regarding the harms
4 associated with exposures to lead, as required by Proposition 65.

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

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

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

26 77. On August 19, 2016, plaintiff served a sixty-day notice of violation, together with
27 the accompanying certificate of merit, on WALONG, TAWA, the California Attorney
28 General's Office, and all other requisite public enforcement agencies alleging that, as a result of

1 WALONG'S and TAWA'S sales of the PRODUCTS, consumers in the State of California are
2 being exposed to lead resulting from their reasonably foreseeable consumption of the
3 PRODUCTS, without the consumers first receiving a "clear and reasonable warning" regarding
4 the harms associated with exposures to lead, as required by Proposition 65.

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

12 79. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
13 with the accompanying certificate of merit, on ANHING, the California Attorney General's
14 Office, and all other requisite public enforcement agencies alleging that, as a result of
15 ANHING'S sales of the PRODUCTS, consumers in the State of California are being exposed to
16 lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
17 consumers first receiving a "clear and reasonable warning" regarding the harms associated with
18 exposures to lead, as required by Proposition 65.

19 80. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
20 with the accompanying certificate of merit, on FRONTIER, the California Attorney General's
21 Office, and all other requisite public enforcement agencies alleging that, as a result of
22 FRONTIER'S sales of the PRODUCTS, consumers in the State of California are being exposed
23 to lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
24 consumers first receiving a "clear and reasonable warning" regarding the harms associated with
25 exposures to lead, as required by Proposition 65.

26 81. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
27 with the accompanying certificate of merit, on HOCEAN, the California Attorney General's
28 Office, and all other requisite public enforcement agencies alleging that, as a result of

1 HOCEAN'S sales of the PRODUCTS, consumers in the State of California are being exposed
2 to lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
3 consumers first receiving a "clear and reasonable warning" regarding the harms associated with
4 exposures to lead, as required by Proposition 65.

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

12 83. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
13 with the accompanying certificate of merit, on SAVE MART, the California Attorney General's
14 Office, and all other requisite public enforcement agencies alleging that, as a result of SAVE
15 MART'S sales of the PRODUCTS, consumers in the State of California are being exposed to
16 lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
17 consumers first receiving a "clear and reasonable warning" regarding the harms associated with
18 exposures to lead, as required by Proposition 65.

19 84. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
20 with the accompanying certificate of merit, on STARWAY, the California Attorney General's
21 Office, and all other requisite public enforcement agencies alleging that, as a result of
22 STARWAY'S sales of the PRODUCTS, consumers in the State of California are being exposed
23 to lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
24 consumers first receiving a "clear and reasonable warning" regarding the harms associated with
25 exposures to lead, as required by Proposition 65.

26 85. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
27 with the accompanying certificate of merit, on UNCLE LEE'S, the California Attorney
28 General's Office, and all other requisite public enforcement agencies alleging that, as a result of

1 UNCLE LEE'S sales of the PRODUCTS, consumers in the State of California are being
2 exposed to lead resulting from their reasonably foreseeable consumption of the PRODUCTS,
3 without the consumers first receiving a "clear and reasonable warning" regarding the harms
4 associated with exposures to lead, as required by Proposition 65.

5 86. DEFENDANTS manufacture, import, distribute, sell, and offer the PRODUCTS
6 for sale in violation of Health and Safety Code section 25249.6, and DEFENDANTS' violations
7 have continued beyond their receipt of plaintiff's sixty-day notices of violation. As such,
8 DEFENDANTS' violations are ongoing and continuous in nature and, unless enjoined, will
9 continue in the future.

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

13 88. The PRODUCTS that DEFENDANTS manufacture, import, distribute, sell, and
14 offer for sale in California cause exposures to lead as a result of the reasonably foreseeable
15 consumption of the PRODUCTS. Such exposures caused by DEFENDANTS and endured by
16 consumers and other individuals in California are not exempt from the "clear and reasonable"
17 warning requirements of Proposition 65, yet DEFENDANTS provide no warning.

18 89. DEFENDANTS knew or should have known that the PRODUCTS they
19 manufacture, import, distribute, sell, and offer for sale in California contain lead.

20 90. Lead is present in or on the PRODUCTS in such a way that consumers are
21 exposed to lead through dermal contact and/or ingestion during the reasonably foreseeable
22 preparation and consumption of the PRODUCTS.

23 91. The normal and reasonably foreseeable preparation and consumption of the
24 PRODUCTS has caused, and continues to cause, consumer exposures to lead, as such exposures
25 are defined by title 27 of the California Code of Regulations section 25602(b).

26 92. DEFENDANTS know that the normal and reasonably foreseeable preparation and
27 consumption of the PRODUCTS exposes individuals to lead through dermal contact and/or
28 ingestion.

1 and reasonable warning” regarding the harms associated with exposures to lead in accordance
2 with title 27 of the California Code of Regulations section 25601 *et seq.*;


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

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

8 5. That the Court grant such other and further relief as may be just and proper.
9

10 Dated: December 6, 2016

Respectfully submitted,
THE CHANLER GROUP

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13 By: 
14 Josh Voorhees
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D.
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