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Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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; THE HAIN CELESTIAL GROUP,
INC.; UPTON TEA IMPORTS, LLC; WALONG
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.;
HSIN TUNG YANG FOODS COMPANY;
INTERNATIONAL TEA IMPORTERS
INCORPORATED; TEN REN TEA CO. OF SAN
FRANCISCO, LTD.; WINNERAM
INTERNATIONAL, INC.; C & S WHOLESALERS
GROCERS, INC.; PEERLESS COFFEE
COMPANY, INC.; INTERNATIONAL COFFEE &
TEA, LLC; KIM-SENG COMPANY; QUOC VIET
FOODS; SAMUEL & COMPANY; TWININGS
NORTH AMERICA, INC.; YAMAMOTO OF
ORIENT, INC.; FAMILY FOODS
INTERNATIONAL, INC.; CTC FOOD
INTERNATIONAL; L.A. LUCKY IMPORT
EXPORT, INC.; ROCKMAN (U.S.A.), INC.;
WILLIAMS-SONOMA, INC.; BED BATH &
BEYOND, INC.; COST PLUS, INC.; and DOES 1 -
150, inclusive,

Defendants:

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

06/01/2017
Clerk of the Court

BY:EDNALEEN ALEGRE
Deputy Clerk

Case No. CGC-16-555322

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

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

1 NATURE OF THE ACTION

2 1. This Second 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 Second 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
24 February 27, 1988. 27 Cal. Code Regs. § 27001(c); Health and Safety Code §§ 25249.8 &
25 25249.10(b).

26 6. Defendants manufacture, distribute, import, sell, and offer for sale dried tea
27 products containing lead as follows:
28

1 6.1 Defendant Starbucks Corporation manufactures, distributes, imports, sells,
2 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
3 bagged) that contain and expose consumers to lead, plaintiff, at this time, specifically
4 limits her allegation in this regard to (1) *Teavana Yunnan Golden Pu-erh Black Tea*; (2)
5 *Tazo Russian Twilight Black Tea*; (3) *Teavana Emperor's Clouds & Mist Green Tea*; (4)
6 *Teavana Golden Monkey Black Tea*; (5) *Teavana Gyokuro Imperial Green Tea*; (6)
7 *Teavana Monkey Picked Oolong Tea*; (7) *Teavana Strawberry Slender Pu-Erh*; and (8)
8 *Teavana Tung Ting Oolong*.

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

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

19 6.4 Defendant JFC International Inc. manufactures, distributes, imports, sells,
20 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
21 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
22 limits her allegations in this regard to the *Dynasty 100% Natural Oolong Tea, UPC #0*
23 *11152 01921 5*.

24 6.5 Defendant Numi, Inc. manufactures, distributes, imports, sells, and offers
25 for sale without health hazard warnings in California, dried teas (loose leaf and bagged)
26 that contain and expose consumers to lead. Plaintiff, at this time, specifically limits her
27 allegations in this regard to the *Numi Organic Tea Gunpowder Green, UPC #6 80692*
28 *10109 6*.

1 6.6 Defendant Prince of Peace Enterprises, Inc. manufactures, distributes,
2 imports, sells, and offers for sale without health hazard warnings in California, dried teas
3 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
4 specifically limits her allegations in this regard to the *Prince of Peace Premium Oolong*
5 *Tea, UPC #0 39278 15100 8*.

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

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

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

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

27 6.11 Defendant Wei-Chuan U.S.A., Inc. manufactures, distributes, imports,
28 sells, and offers for sale without health hazard warnings in California, dried teas (loose

1 leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
2 specifically limits her allegations in this regard to the *Wei-Chuan Oolong Tea, UPC #0*
3 *72869 23192 5*.

4 6.12 Defendant Anhing Corporation 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 *Lungfung Brand Oolong Tea, CN0045, UPC #0*
8 *80736 11894 1*.

9 6.13 Defendant Frontier Cooperative manufactures, distributes, imports, sells,
10 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
11 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
12 limits her allegations in this regard to the *Frontier Co-Op Se Chung Special Oolong Tea,*
13 *#2827.5334, UPC #0 89836 02827 3*.

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

18 6.15 Defendant Rainbow Acres manufactures, distributes, imports, sells, and
19 offers for sale without health hazard warnings in California, dried teas (loose leaf and
20 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
21 limits her allegations in this regard to the *Rainbow Acres Natural Foods Black Tea with*
22 *Ginger Bits, UPC #7 22639 12165 8*.

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

1 6.17 Defendant Starway Inc. manufactures, distributes, imports, sells, and
2 offers for sale without health hazard warnings in California, dried teas (loose leaf and
3 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
4 limits her allegations in this regard to the *High Mountain OoLong Tea, UPC #6 942808*
5 *600638*.

6 6.18 Defendant Uncle Lee's Tea Inc. manufactures, distributes, imports, sells,
7 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
8 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
9 limits her allegations in this regard to the *Imperial Organic Oolong Tea, UPC #8 79792*
10 *00002 0*.

11 6.19 Defendant Hsin Tung Yang Foods Company manufactures, distributes,
12 imports, sells, and offers for sale without health hazard warnings in California, dried teas
13 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
14 specifically limits her allegations in this regard to the *Ti Kuan Yi Tea, SKU: 85TS, UPC*
15 *#0 76487 96113 4*.

16 6.20 Defendant International Tea Importers Incorporated manufactures,
17 distributes, imports, sells, and offers for sale without health hazard warnings in
18 California, dried teas (loose leaf and bagged) that contain and expose consumers to lead.
19 Plaintiff, at this time, specifically limits her allegations in this regard to the *Chado Fujian*
20 *Dark Oolong, T-94*.

21 6.21 Defendant Ten Ren Tea Co. Of San Francisco, Ltd. manufactures,
22 distributes, imports, sells, and offers for sale without health hazard warnings in
23 California, dried teas (loose leaf and bagged) that contain and expose consumers to lead.
24 Plaintiff, at this time, specifically limits her allegations in this regard to the *Ten Ren's*
25 *Tea Gunpowder Green, TR9372-8*.

26 6.22 Defendant Winneram International, Inc. manufactures, distributes,
27 imports, sells, and offers for sale without health hazard warnings in California, dried teas
28 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,

1 specifically limits her allegations in this regard to the *Green Fresh Brand Oolong Tea*,
2 *UPC #0 25225 03136 3*.

3 6.23 Defendant C & S Wholesale Grocers, Inc. manufactures, distributes,
4 imports, sells, and offers for sale without health hazard warnings in California, dried teas
5 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
6 specifically limits her allegations in this regard to the *Best Yet Green Tea*, *UPC #0 42187*
7 *30248 5*.

8 6.24 Defendant Peerless Coffee Company, Inc. manufactures, distributes,
9 imports, sells, and offers for sale without health hazard warnings in California, dried teas
10 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
11 specifically limits her allegations in this regard to the *Peerless Coffee & Tea Lapsang*
12 *Souchong Tea 1/2 LB*.

13 6.25 Defendant International Coffee & Tea, LLC manufactures, distributes,
14 imports, sells, and offers for sale without health hazard warnings in California, dried teas
15 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
16 specifically limits her allegations in this regard to *The Coffee Bean & Tea Leaf Lung*
17 *Ching Dragonwell, SKU 2857802501, UPC #0 33878 20174 3*.

18 6.26 Defendant Kim-Seng Company manufactures, distributes, imports, sells,
19 and offers for sale without health hazard warnings in California, dried teas (loose leaf and
20 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
21 limits her allegations in this regard to the *Green Tea Tea Bag*, *UPC #6 10232 00122 7*.

22 6.27 Defendant Quoc Viet Foods manufactures, distributes, imports, sells, and
23 offers for sale without health hazard warnings in California, dried teas (loose leaf and
24 bagged) that contain and expose consumers to lead. Plaintiff, at this time, specifically
25 limits her allegations in this regard to the *Cafvina Coffee & Tea Organic Oolong Green*
26 *Tea, UPC #8 40830 11710 9*.

27 6.28 Defendant Samuel & Company manufactures, distributes, imports, sells,
28 and 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 *MarketSpice Pu-Erh Tea, #5751*.

3 6.29 Defendant Twinings North America, Inc. manufactures, distributes,
4 imports, sells, and offers for sale without health hazard warnings in California, dried teas
5 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
6 specifically limits her allegations in this regard to the *Twinings of London Lapsang*
7 *Souchong, UPC# 0 70177 15410 3* and the *Twinings of London Oolong Tea, UPC# 0*
8 *70177 15426 4*.

9 6.30 Defendant Yamamoto of Orient, Inc. manufactures, distributes, imports,
10 sells, and offers for sale without health hazard warnings in California, dried teas (loose
11 leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
12 specifically limits her allegations in this regard to the *YamaMoto Yama Oolong Tea, #0*
13 *73469 30131 5*.

14 6.31 Defendant Family Foods International, Inc. manufactures, distributes,
15 imports, sells, and offers for sale without health hazard warnings in California, dried teas
16 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
17 specifically limits her allegations in this regard to the *Family Organic Oolong Tea, UPC*
18 *#0 46872 11206 9*.

19 6.32 Defendant CTC Food International, Inc. manufactures, distributes,
20 imports, sells, and offers for sale without health hazard warnings in California, dried teas
21 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
22 specifically limits her allegations in this regard to the *Oolong Tea, UPC #4 901281*
23 *100488*.

24 6.33 Defendant L.A. Lucky Import Export, Inc. manufactures, distributes,
25 imports, sells, and offers for sale without health hazard warnings in California, dried teas
26 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
27 specifically limits her allegations in this regard to the *LA Lucky Brand Super Oolong Tea,*
28 *UPC #8 20678 20033 1*.

1 6.34 Defendant Rockman Company (U.S.A.), Inc. manufactures, distributes,
2 imports, sells, and offers for sale without health hazard warnings in California, dried teas
3 (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
4 specifically limits her allegations in this regard to the *Chinese Tea Chaozhou Oolong*
5 *Tea, S-366, UPC #6 07498 00605 9.*

6 6.35 Defendant Williams-Sonoma, Inc. manufactures, distributes, imports,
7 sells, and offers for sale without health hazard warnings in California, dried teas (loose
8 leaf and bagged) that contain and expose consumers to lead. Plaintiff, at this time,
9 specifically limits her allegations in this regard to the *Williams-Sonoma Custom Tea*
10 *Blend Set, Model #5721761, SKU #2091254* and *Williams-Sonoma Custom Tea Blend*
11 *Set, Model #5721761, SKU #2093045.*

12 6.36 Defendants Bed Bath & Beyond, Inc. and Cost Plus, Inc. manufacture,
13 distribute, import, sell, and offer for sale without health hazard warnings in California,
14 dried teas (loose leaf and bagged) that contain and expose consumers to lead. Plaintiff, at
15 this time, specifically limits her allegations in this regard to the *Hand Picked Teas of*
16 *India Plantation Grown Darjeeling Tea, #25124231.*

17 7. All such dried teas (loose leaf and bagged) containing lead, as identified more
18 specifically in paragraphs 6.1 through 6.36 above, shall be referred to collectively hereinafter as
19 the "PRODUCTS." As to each specific defendant, however, PRODUCTS shall refer and, at
20 this time, be limited only to those specific products listed for each specific defendant(s) in
21 paragraphs 6.1 through 6.36 above.

22 8. Defendants' failure to warn consumers in the State of California of the health
23 hazards associated with exposures to lead in conjunction with defendants' sales of the
24 PRODUCTS are violations of Proposition 65, and subject defendants, and each of them, to
25 enjoinder of such conduct as well as civil penalties for each violation. Health & Safety Code
26 § 25249.7(a) & (b)(1).

27 9. For defendants' violations of Proposition 65, plaintiff seeks preliminary and
28 permanent injunctive relief to compel defendants to provide consumers of the PRODUCTS with

1 the required warning regarding the health hazards associated with exposures to lead. Health &
2 Safety Code § 25249.7(a).

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

5 **PARTIES**

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

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

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

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

19 15. DAVIDSTEA 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 16. Defendant DAVIDSTEA (USA) INC. (“DAVIDSTEA USA”) 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 17. DAVIDSTEA USA 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 18. Defendant GRANUM INCORPORATED (“GRANUM”) is a person in the course
2 of doing business within the meaning of Health and Safety Code sections 25249.6 and
3 25249.11.

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

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

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

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

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

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

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

23 26. Defendant TAWA SUPERMARKET, INC. (“TAWA”) is a person in the course
24 of doing business within the meaning of Health and Safety Code sections 25249.6 and
25 25249.11.

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

1 28. Defendant TEANCE FINE TEAS (“TEANCE”) 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 29. TEANCE 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 30. Defendant THE HAIN CELESTIAL GROUP, INC. (“HAIN CELESTIAL”) is a
7 person in the course of doing business within the meaning of Health and Safety Code sections
8 25249.6 and 25249.11.

9 31. HAIN CELESTIAL 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 32. Defendant UPTON TEA IMPORTS, LLC (“UPTON”) is a person in the course
13 of doing business within the meaning of Health and Safety Code sections 25249.6 and
14 25249.11.

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

18 34. Defendant WALONG MARKETING, INC. (“WALONG”) is a person in the
19 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
20 25249.11.

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

24 36. Defendant WEI-CHUAN U.S.A., INC. (“WEI-CHUAN”) 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.

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

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

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

9 40. Defendant FRONTIER COOPERATIVE (“FRONTIER”) is a person in the
10 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
11 25249.11.

12 41. FRONTIER 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 42. Defendant HOCEAN INC. (“HOCEAN”) is a person in the course of doing
16 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

17 43. HOCEAN 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 44. Defendant RAINBOW ACRES (“RAINBOW”) is a person in the course of doing
21 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

22 45. RAINBOW 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 46. Defendant SAVE MART SUPERMARKETS (“SAVE MART”) is a person in the
26 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
27 25249.11.

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

4 48. Defendant STARWAY, INC. (“STARWAY”) is a person in the course of doing
5 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

6 49. STARWAY 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 in the State of California.

9 50. Defendant UNCLE LEE’S TEA INC. (“UNCLE LEE’S”) is a person in the
10 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
11 25249.11.

12 51. UNCLE LEE’S 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 52. Defendant HSIN TUNG YANG FOODS COMPANY (“HSIN TUNG”) is a
16 person in the course of doing business within the meaning of Health and Safety Code sections
17 25249.6 and 25249.11.

18 53. HSIN TUNG’S 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 54. Defendant INTERNATIONAL TEA IMPORTERS INCORPORATED
22 (“INTERNATIONAL TEA”) is a person in the course of doing business within the meaning of
23 Health and Safety Code sections 25249.6 and 25249.11.

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

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1 56. Defendant TEN REN TEA CO. OF SAN FRANCISCO, LTD. (“TEN REN”) 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 57. TEN REN manufactures, imports, distributes, sells, and/or offers the PRODUCTS
5 for sale in the State of California, or implies by its conduct that it manufactures, imports,
6 distributes, sells, and/or offers the PRODUCTS for sale in the State of California.

7 58. Defendant WINNERAM INTERNATIONAL, INC. (“WINNERAM”) is a person
8 in the course of doing business within the meaning of Health and Safety Code sections 25249.6
9 and 25249.11.

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

13 60. Defendant C & S WHOLESALE GROCERS, INC. (“C&S”) 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 61. C&S manufactures, imports, distributes, sells, and/or offers the PRODUCTS for
17 sale in the State of California, or implies by its conduct that it manufactures, imports, distributes,
18 sells, and/or offers the PRODUCTS for sale in the State of California.

19 62. Defendant PEERLESS COFFEE COMPANY, INC. (“PEERLESS”) is 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 63. PEERLESS 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 64. Defendant INTERNATIONAL COFFEE & TEA, LLC (“INTERNATIONAL
26 COFFEE”) is a person in the course of doing business within the meaning of Health and Safety
27 Code sections 25249.6 and 25249.11.
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1 65. INTERNATIONAL COFFEE manufactures, imports, distributes, sells, and/or
2 offers the PRODUCTS for sale in the State of California, or implies by its conduct that it
3 manufactures, imports, distributes, sells, and/or offers the PRODUCTS for sale in the State of
4 California.

5 66. Defendant KIM-SENG COMPANY (“KIM-SENG”) is a person in the course of
6 doing business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

7 67. KIM-SENG 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 68. Defendant QUOC VIET FOODS (“QUOC”) is a person in the course of doing
11 business within the meaning of Health and Safety Code sections 25249.6 and 25249.11.

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

15 70. Defendant SAMUEL & COMPANY, INC. (“SAMUEL”) 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 71. SAMUEL 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 72. Defendant TWININGS NORTH AMERICA, INC. (“TWININGS”) is a person in
22 the course of doing business within the meaning of Health and Safety Code sections 25249.6
23 and 25249.11.

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

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1 74. Defendant YAMAMOTO OF ORIENT, INC. (“YAMAMOTO”) is a person in
2 the course of doing business within the meaning of Health and Safety Code sections 25249.6
3 and 25249.11.

4 75. YAMAMOTO 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 76. Defendant FAMILY FOODS INTERNATIONAL, INC. (“FAMILY”) is a person
8 in the course of doing business within the meaning of Health and Safety Code sections 25249.6
9 and 25249.11.

10 77. FAMILY 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 78. Defendant CTC FOOD INTERNATIONAL, INC. (“CTC”) 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 79. CTC manufactures, imports, distributes, sells, and/or offers the PRODUCTS for
17 sale in the State of California, or implies by its conduct that it manufactures, imports, distributes,
18 sells, and/or offers the PRODUCTS for sale in the State of California.

19 80. Defendant L.A. LUCKY IMPORT EXPORT, INC. (“L.A. LUCKY”) is 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 81. L.A. LUCKY 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 82. Defendant ROCKMAN COMPANY (U.S.A.), INC. (“ROCKMAN”) is a person
26 in the course of doing business within the meaning of Health and Safety Code sections 25249.6
27 and 25249.11.

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

4 84. Defendant WILLIAMS-SONOMA, INC. (“WILLIAMS”) is a person in the
5 course of doing business within the meaning of Health and Safety Code sections 25249.6 and
6 25249.11.

7 85. WILLIAMS 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 86. Defendant BED BATH & BEYOND, INC. (“BB&B”) 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 87. BB&B manufactures, imports, distributes, sells, and/or offers the PRODUCTS for
13 sale in the State of California, or implies by its conduct that it manufactures, imports, distributes,
14 sells, and/or offers the PRODUCTS for sale in the State of California.

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

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

20 90. Defendants DOES 1-50 (“MANUFACTURER DEFENDANTS”) are each a
21 person in the course of doing business within the meaning of Health and Safety Code sections
22 25249.6 and 25249.11.

23 91. MANUFACTURER DEFENDANTS, and each of them, research, test, design,
24 assemble, fabricate, and manufacture, or each implies by its conduct that it researches, tests,
25 designs, assembles, fabricates, and manufactures one or more of the PRODUCTS offered for
26 sale in California.

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1 92. Defendants DOES 51-100 (“DISTRIBUTOR DEFENDANTS”) are each a person
2 in the course of doing business within the meaning of Health and Safety Code sections 25249.6
3 and 25249.11.

4 93. DISTRIBUTOR DEFENDANTS, and each of them, distribute, exchange,
5 transfer, process, and transport one or more of the PRODUCTS to individuals, businesses, or
6 retailers for sale in the State of California, or each implies by its conduct that it distributes,
7 exchanges, transfers, processes, and transports one or more of the PRODUCTS to individuals,
8 businesses, or retailers for sale in the State of California.

9 94. Defendants DOES 101-150 (“RETAILER DEFENDANTS”) are each a person in
10 the course of doing business within the meaning of Health and Safety Code sections 25249.6
11 and 25249.11.

12 95. RETAILER DEFENDANTS, and each of them, offer the PRODUCTS for sale to
13 consumers and other individuals in the State of California.

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

19 97. STARBUCKS, DAVIDSTEA, DAVIDSTEA USA, GRANUM, JFC, NUMI,
20 PRINCE OF PEACE, TAWA, TEANCE, HAIN CELESTIAL, UPTON, WALONG, WEI-
21 CHUAN, ANHING, FRONTIER, HOCEAN, RAINBOW, SAVE MART, STARWAY,
22 UNCLE LEE’S, INTERNATIONAL TEA, TEN REN, WINNERAM, C & S, PEERLESS,
23 HSIN TUNG, INTERNATIONAL COFFEE, KIM-SENG, QUOC, SAMUEL, TWININGS,
24 YAMAMOTO, FAMILY, CTC, L.A. LUCKY, ROCKMAN, WILLIAMS, BB&B, COST
25 PLUS, MANUFACTURER DEFENDANTS, DISTRIBUTOR DEFENDANTS, and
26 RETAILER DEFENDANTS shall hereinafter be referred to collectively as the
27 “DEFENDANTS.”
28

1 **VENUE AND JURISDICTION**

2 98. 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 99. 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.

12 100. 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)**

20 101. Plaintiff realleges and incorporates by reference, as if fully set forth herein,
21 Paragraphs 1 through 100, inclusive.

22 102. 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.”

26 103. 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.

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

10 105. 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.

17 106. 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.

24 107. 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.

3 108. 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.

10 109. 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.

17 110. 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.

24 111. 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.

3 112. 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.

10 113. 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.

17 114. 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.

24 115. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
25 with the accompanying certificate of merit, on ANHING, the California Attorney General’s
26 Office, and all other requisite public enforcement agencies alleging that, as a result of
27 ANHING’S sales of the PRODUCTS, consumers in the State of California are being exposed to
28 lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the

1 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
2 exposures to lead, as required by Proposition 65.

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

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

17 118. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
18 with the accompanying certificate of merit, on RAINBOW, the California Attorney General’s
19 Office, and all other requisite public enforcement agencies alleging that, as a result of
20 RAINBOW’S sales of the PRODUCTS, consumers in the State of California are being exposed
21 to 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.

24 119. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
25 with the accompanying certificate of merit, on SAVE MART, the California Attorney General’s
26 Office, and all other requisite public enforcement agencies alleging that, as a result of SAVE
27 MART’S sales of the PRODUCTS, consumers in the State of California are being exposed to
28 lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the

1 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
2 exposures to lead, as required by Proposition 65.

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

10 121. On September 7, 2016, plaintiff served a sixty-day notice of violation, together
11 with the accompanying certificate of merit, on UNCLE LEE’S, the California Attorney
12 General’s Office, and all other requisite public enforcement agencies alleging that, as a result of
13 UNCLE LEE’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.

17 122. On November 7, 2016, plaintiff served a sixty-day notice of violation, together
18 with the accompanying certificate of merit, on HSIN TUNG, the California Attorney General’s
19 Office, and all other requisite public enforcement agencies alleging that, as a result of HSIN
20 TUNG’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.

24 123. On November 7, 2016, plaintiff served a sixty-day notice of violation, together
25 with the accompanying certificate of merit, on INTERNATIONAL TEA, the California
26 Attorney General’s Office, and all other requisite public enforcement agencies alleging that, as a
27 result of INTERNATIONAL TEA’S sales of the PRODUCTS, consumers in the State of
28 California are being exposed to lead resulting from their reasonably foreseeable consumption of

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

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

10 125. On November 7, 2016, plaintiff served a sixty-day notice of violation, together
11 with the accompanying certificate of merit, on WINNERAM, the California Attorney General’s
12 Office, and all other requisite public enforcement agencies alleging that, as a result of
13 WINNERAM’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.

17 126. On October 28, 2016, plaintiff served a sixty-day notice of violation, together
18 with the accompanying certificate of merit, on C&S, the California Attorney General’s Office,
19 and all other requisite public enforcement agencies alleging that, as a result of C&S’ sales of the
20 PRODUCTS, consumers in the State of California are being exposed to lead resulting from their
21 reasonably foreseeable consumption of the PRODUCTS, without the consumers first receiving
22 a “clear and reasonable warning” regarding the harms associated with exposures to lead, as
23 required by Proposition 65.

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

1 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
2 exposures to lead, as required by Proposition 65.

3 128. On December 28, 2016, plaintiff served a sixty-day notice of violation, together
4 with the accompanying certificate of merit, on INTERNATIONAL COFFEE, the California
5 Attorney General’s Office, and all other requisite public enforcement agencies alleging that, as a
6 result of INTERNATIONAL COFFEE’S sales of the PRODUCTS, consumers in the State of
7 California are being exposed to lead resulting from their reasonably foreseeable consumption of
8 the PRODUCTS, without the consumers first receiving a “clear and reasonable warning”
9 regarding the harms associated with exposures to lead, as required by Proposition 65.

10 129. On December 28, 2016, plaintiff served a sixty-day notice of violation, together
11 with the accompanying certificate of merit, on KIM-SENG, the California Attorney General’s
12 Office, and all other requisite public enforcement agencies alleging that, as a result of KIM-
13 SENG’S sales of the PRODUCTS, consumers in the State of California are being exposed to
14 lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
15 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
16 exposures to lead, as required by Proposition 65.

17 130. On December 28, 2016, plaintiff served a sixty-day notice of violation, together
18 with the accompanying certificate of merit, on QUOC, the California Attorney General’s Office,
19 and all other requisite public enforcement agencies alleging that, as a result of QUOC’S sales of
20 the PRODUCTS, consumers in the State of California are being exposed to lead resulting from
21 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.

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

1 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
2 exposures to lead, as required by Proposition 65.

3 132. On December 28, 2016, plaintiff served a sixty-day notice of violation, together
4 with the accompanying certificate of merit, on TWININGS, the California Attorney General’s
5 Office, and all other requisite public enforcement agencies alleging that, as a result of
6 TWININGS’ sales of the PRODUCTS, consumers in the State of California are being exposed
7 to lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
8 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
9 exposures to lead, as required by Proposition 65.

10 133. On December 28, 2016, plaintiff served a sixty-day notice of violation, together
11 with the accompanying certificate of merit, on YAMAMOTO, the California Attorney
12 General’s Office, and all other requisite public enforcement agencies alleging that, as a result of
13 KIM-SENG’S sales of the PRODUCTS, consumers in the State of California are being exposed
14 to lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
15 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
16 exposures to lead, as required by Proposition 65.

17 134. On January 27, 2017, plaintiff served a sixty-day notice of violation, together with
18 the accompanying certificate of merit, on FAMILY, the California Attorney General’s Office,
19 and all other requisite public enforcement agencies alleging that, as a result of FAMILY’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.

24 135. On January 27, 2017, plaintiff served a sixty-day notice of violation, together with
25 the accompanying certificate of merit, on CTC, the California Attorney General’s Office, and
26 all other requisite public enforcement agencies alleging that, as a result of CTC’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.

3 136. On January 27, 2017, plaintiff served a sixty-day notice of violation, together with
4 the accompanying certificate of merit, on L.A. LUCKY, the California Attorney General’s
5 Office, and all other requisite public enforcement agencies alleging that, as a result of L.A.
6 LUCKY’S sales of the PRODUCTS, consumers in the State of California are being exposed to
7 lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
8 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
9 exposures to lead, as required by Proposition 65.

10 137. On January 27, 2017, plaintiff served a sixty-day notice of violation, together with
11 the accompanying certificate of merit, on ROCKMAN, the California Attorney General’s
12 Office, and all other requisite public enforcement agencies alleging that, as a result of
13 ROCKMAN’S sales of the PRODUCTS, consumers in the State of California are being exposed
14 to lead resulting from their reasonably foreseeable consumption of the PRODUCTS, without the
15 consumers first receiving a “clear and reasonable warning” regarding the harms associated with
16 exposures to lead, as required by Proposition 65.

17 138. On December 28, 2016, plaintiff served a sixty-day notice of violation, together
18 with the accompanying certificate of merit, on WILLIAMS, the California Attorney General’s
19 Office, and all other requisite public enforcement agencies alleging that, as a result of
20 WILLIAMS’ sales of the PRODUCTS, consumers in the State of California are being exposed
21 to 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.

24 139. On October 28, 2016, plaintiff served a sixty-day notice of violation, together
25 with the accompanying certificate of merit, on BB&B, COST PLUS, the California Attorney
26 General’s Office, and all other requisite public enforcement agencies alleging that, as a result of
27 BB&B’S AND COST PLUS’ sales of the PRODUCTS, consumers in the State of California are
28 being exposed to lead resulting from their reasonably foreseeable consumption of the

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

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

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

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

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

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

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

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

27 147. DEFENDANTS intend that exposures to lead from the reasonably foreseeable
28 preparation and consumption of the PRODUCTS will occur by their deliberate, non-accidental

1 participation in the manufacture, importation, distribution, sale, and offering of the PRODUCTS
2 for sale to consumers in California.

3 148. DEFENDANTS failed to provide a “clear and reasonable warning” to those
4 consumers and other individuals in California who have been, or who will be, exposed to lead
5 through dermal contact and/or ingestion resulting from their preparation and/or consumption of
6 the PRODUCTS.

7 149. Contrary to the express policy and statutory prohibition of Proposition 65 enacted
8 directly by California voters, consumers and other individuals exposed to lead through dermal
9 contact and/or ingestion as a result of their consumption of the PRODUCTS that
10 DEFENDANTS sell without a “clear and reasonable” health hazard warning, have suffered, and
11 continue to suffer, irreparable harm for which they have no plain, speedy, or adequate remedy at
12 law.

13 150. Pursuant to Health and Safety Code section 25249.7(b), as a consequence of the
14 above-described acts, DEFENDANTS, and each of them, are liable for a maximum civil penalty
15 of \$2,500 per day for each violation.

16 151. As a consequence of the above-described acts, Health and Safety Code
17 section 25249.7(a) also specifically authorizes the Court to grant injunctive relief against
18 DEFENDANTS.

19 **PRAYER FOR RELIEF**

20 Wherefore, plaintiff prays for judgment against DEFENDANTS as follows:

21 1. That the Court, pursuant to Health and Safety Code section 25249.7(b), assess
22 civil penalties against DEFENDANTS, and each of them, in the amount of \$2,500 per day for
23 each violation;

24 2. That the Court, pursuant to Health and Safety Code section 25249.7(a),
25 preliminarily and permanently enjoin DEFENDANTS from manufacturing, distributing, or
26 offering the PRODUCTS for sale or consumption in California without first providing a “clear
27 and reasonable warning” regarding the harms associated with exposures to lead in accordance
28 with title 27 of the California Code of Regulations section 25601 *et seq.*;

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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: June 1, 2017

Respectfully submitted,

THE CHANLER GROUP

By: 
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Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D.