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8 Attorneys for Plaintiff,

9 CONSUMER ADVOCACY GROUP, INC.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF ALAMEDA**

12 CONSUMER ADVOCACY GROUP, INC.,  
13 in the public interest,

14 Plaintiff,

15 v.

16 H MART, INC., a Delaware Corporation;  
17 H MART TORRANCE, LLC, a California  
18 Limited Liability Company;  
19 H MART COMPANIES, INC., a New York  
20 Corporation;  
21 NATIONAL FEDERATION OF  
22 FISHERIES COOPERATIVES  
23 CORPORATION, a Korean Corporation;  
24 GRAND BK CORP., a New York  
25 Corporation;  
26 GRAND SUPERCENTER, INC., a New  
27 York Corporation;  
28 OTTOGI USA LLC, a Limited Liability  
Company;  
and DOES 1-110,

Defendants.

CASE NO.

COMPLAINT FOR PENALTY AND  
INJUNCTION

Violation of Proposition 65, the Safe  
Drinking Water and Toxic Enforcement  
Act of 1986 (*Health & Safety Code, §*  
*25249.5, et seq.*)

ACTION IS AN UNLIMITED CIVIL  
CASE (exceeds \$25,000)

1 Plaintiff CONSUMER ADVOCACY GROUP, INC. alleges fourteen causes of action  
2 against defendants H MART, INC.; H MART TORRANCE, LLC; H MART COMPANIES;  
3 NATIONAL FEDERATION OF FISHERIES COOPERATIVES CORPORATION; GRAND  
4 BK CORP.; GRAND SUPERCENTER, INC.; OTTOGI USA LLC.; and DOES 1-140 as  
5 follows:

6 **THE PARTIES**

- 7 1. Plaintiff CONSUMER ADVOCACY GROUP, INC. (“Plaintiff” or “CAG”) is an  
8 organization qualified to do business in the State of California. CAG is a person within  
9 the meaning of Health and Safety Code Section 25249.11, subdivision (a). CAG, acting  
10 as a private attorney general, brings this action in the public interest as defined under  
11 Health and Safety Code Section 25249.7, subdivision (d).
- 12 2. Defendant H MART, INC (“H MART”) is a Delaware Corporation doing business in the  
13 State of California at all relevant times herein.
- 14 3. Defendant H MART TORRANCE, LLC (“H MART TORRANCE”) is a California  
15 Limited Liability Company doing business in the State of California at all relevant times  
16 herein.
- 17 4. Defendant H MART COMPANIES, INC. (“H MART COMPANIES”) is a New York  
18 Corporation doing business in the State of California at all relevant times herein.
- 19 5. Defendant GRAND SUPERCENTER (“GRAND”) is a New York Corporation doing  
20 business in the State of California at all relevant times herein.
- 21 6. Defendant NATIONAL FEDERATION OF FISHERIES COOPERATIVES  
22 CORPORATION (“NATIONAL”) is a Korean Corporation doing business in the State  
23 of California at all relevant times herein.
- 24 7. Defendant GRAND BK CORP. (“BK”) is a New York Corporation doing business in the  
25 State of California at all relevant times herein.
- 26 8. Defendant OTTOGI USA LLC (“OTTOGI”) is a California Limited Liability Company  
27 doing business in the State of California at all relevant times herein.

- 1 9. Plaintiff is presently unaware of the true names and capacities of defendants DOES 1-  
2 110, and therefore sues these defendants by such fictitious names. Plaintiff will amend  
3 this Complaint to allege their true names and capacities when ascertained. Plaintiff is  
4 informed, believes, and thereon alleges that each fictitiously named defendant is  
5 responsible in some manner for the occurrences herein alleged and the damages caused  
6 thereby.
- 7 10. At all times mentioned herein, the term “Defendants” includes H MART, H MART  
8 TORRANCE, H MART COMPANIES, GRAND, NATIONAL, BK, OTTOGI, and  
9 DOES 1-110.
- 10 11. Plaintiff is informed and believes, and thereon alleges that each of the Defendants at all  
11 times mentioned herein have conducted business within the State of California.
- 12 12. Upon information and belief, at all times relevant to this action, each of the Defendants,  
13 including DOES 1-110, was an agent, servant, or employee of each of the other  
14 Defendants. In conducting the activities alleged in this Complaint, each of the  
15 Defendants was acting within the course and scope of this agency, service, or  
16 employment, and was acting with the consent, permission, and authorization of each of  
17 the other Defendants. All actions of each of the Defendants alleged in this Complaint  
18 were ratified and approved by every other Defendant or their officers or managing  
19 agents. Alternatively, each of the Defendants aided, conspired with and/or facilitated the  
20 alleged wrongful conduct of each of the other Defendants.
- 21 13. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each of the  
22 Defendants was a person doing business within the meaning of Health and Safety Code  
23 Section 25249.11, subdivision (b), and that each of the Defendants had ten (10) or more  
24 employees at all relevant times.

25 **JURISDICTION**

- 26 14. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article  
27 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except  
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1 those given by statute to other trial courts. This Court has jurisdiction over this action  
2 pursuant to Health and Safety Code Section 25249.7, which allows enforcement of  
3 violations of Proposition 65 in any Court of competent jurisdiction.

4 15. This Court has jurisdiction over Defendants named herein because Defendants either  
5 reside or are located in this State or are foreign corporations authorized to do business in  
6 California, are registered with the California Secretary of State, or who do sufficient  
7 business in California, have sufficient minimum contacts with California, or otherwise  
8 intentionally avail themselves of the markets within California through their  
9 manufacture, distribution, promotion, marketing, or sale of their products within  
10 California to render the exercise of jurisdiction by the California courts permissible  
11 under traditional notions of fair play and substantial justice.

12 16. Venue is proper in the County of Alameda because one or more of the instances of  
13 wrongful conduct occurred, and continues to occur, in the County of Alameda and/or  
14 because Defendants conducted, and continue to conduct, business in the County of  
15 Alameda with respect to the consumer product that is the subject of this action.

#### 16 **BACKGROUND AND PRELIMINARY FACTS**

17 17. In 1986, California voters approved an initiative to address growing concerns about  
18 exposure to toxic chemicals and declared their right “[t]o be informed about exposures to  
19 chemicals that cause cancer, birth defects, or other reproductive harm.” Ballot Pamp.,  
20 Proposed Law, Gen. Elec. (Nov. 4, 1986) at p. 3. The initiative, The Safe Drinking  
21 Water and Toxic Enforcement Act of 1986, codified at Health and Safety Code Sections  
22 25249.5, *et seq.* (“Proposition 65”), helps to protect California’s drinking water sources  
23 from contamination, to allow consumers to make informed choices about the products  
24 they buy, and to enable persons to protect themselves from toxic chemicals as they see  
25 fit.

26 18. Proposition 65 requires the Governor of California to publish a list of chemicals known  
27 to the state to cause cancer, birth defects, or other reproductive harm. *Health & Safety*

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1           Code § 25249.8. The list, which the Governor updates at least once a year, contains over  
2           700 chemicals and chemical families. Proposition 65 imposes warning requirements and  
3           other controls that apply to Proposition 65-listed chemicals.

4           19. All businesses with ten (10) or more employees that operate or sell products in California  
5           must comply with Proposition 65. Under Proposition 65, businesses are: (1) prohibited  
6           from knowingly discharging Proposition 65-listed chemicals into sources of drinking  
7           water (*Health & Safety Code* § 25249.5), and (2) required to provide “clear and  
8           reasonable” warnings before exposing a person, knowingly and intentionally, to a  
9           Proposition 65-listed chemical (*Health & Safety Code* § 25249.6).

10          20. Proposition 65 provides that any person "violating or threatening to violate" the statute  
11          may be enjoined in any court of competent jurisdiction. *Health & Safety Code* §  
12          25249.7. "Threaten to violate" means "to create a condition in which there is a  
13          substantial probability that a violation will occur." *Health & Safety Code* § 25249.11(e).  
14          Defendants are also liable for civil penalties of up to \$2,500.00 per day per violation,  
15          recoverable in a civil action. *Health & Safety Code* § 25249.7(b).

16          21. Plaintiff identified certain practices of manufacturers and distributors of Dried Seaweed  
17          and Dried Squid of exposing, knowingly and intentionally, persons in California to Lead  
18          and Lead Compounds (“Lead”), Cadmium and Cadmium Compounds (“Cadmium”),  
19          Inorganic Arsenic Compounds, and/or Inorganic Arsenic Oxides (“Arsenic”) of such  
20          products without first providing clear and reasonable warnings of such to the exposed  
21          persons prior to the time of exposure. Plaintiff later discerned that Defendants engaged  
22          in such practice.

23          22. On October 1, 1992 the Governor of California added Lead and Lead Compounds  
24          (“Lead”) to the list of chemicals known to the State to cause cancer (*Cal. Code Regs.* tit.  
25          27, § 27001(b)). Pursuant to Health and Safety Code Sections 25249.9 and 25249.10,  
26          twenty (20) months after addition of Lead to the list of chemicals known to the State to

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1 cause cancer, Lead became fully subject to Proposition 65 warning requirements and  
2 discharge prohibitions.

3 23. On February 27, 1987, the Governor of California added Lead to the list of chemicals  
4 known to the State to cause developmental and reproductive toxicity (*Cal. Code Regs.*  
5 tit. 27, § 27001(c)). Lead is known to the State to cause developmental, female, and  
6 male reproductive toxicity. Pursuant to Health and Safety Code Sections 25249.9 and  
7 25249.10, twenty (20) months after addition of Lead to the list of chemicals known to  
8 the State to cause developmental and reproductive toxicity, Lead became fully subject to  
9 Proposition 65 warning requirements and discharge prohibitions.

10 24. On October 1, 1987 the Governor of California added Cadmium and Cadmium  
11 Compounds (“Cadmium”) to the list of chemicals known to the State to cause cancer  
12 (*Cal. Code Regs.* tit. 27, § 27001(b)). Pursuant to Health and Safety Code Sections  
13 25249.9 and 25249.10, twenty (20) months after addition of Cadmium to the list of  
14 chemicals known to the State to cause cancer, Cadmium became fully subject to  
15 Proposition 65 warning requirements and discharge prohibitions.

16 25. On May 1, 1997, the Governor of California added Cadmium to the list of chemicals  
17 known to the State to cause developmental and reproductive toxicity (*Cal. Code Regs.*  
18 tit. 27, § 27001(c)). Cadmium is known to the State to cause developmental, and male  
19 reproductive toxicity. Pursuant to Health and Safety Code Sections 25249.9 and  
20 25249.10, twenty (20) months after addition of Cadmium to the list of chemicals known  
21 to the State to cause developmental and reproductive toxicity, Cadmium became fully  
22 subject to Proposition 65 warning requirements and discharge prohibitions.

23 26. On May 1, 1997, the Governor of California added Inorganic Arsenic Oxides to the list  
24 of chemicals known to the State to cause developmental toxicity (*Cal. Code Regs.* tit. 27,  
25 § 27001(c)). Inorganic Arsenic Oxides is known to the State to cause developmental,  
26 toxicity. Pursuant to Health and Safety Code Sections 25249.9 and 25249.10, twenty  
27 (20) months after addition of Inorganic Arsenic Oxides to the list of chemicals known to  
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1 the State to cause developmental toxicity, Inorganic Arsenic Oxides became fully subject  
2 to Proposition 65 warning requirements and discharge prohibitions. Inorganic Arsenic  
3 Oxides is hereinafter referred to as “Arsenic”.

4 **SATISFACTION OF PRIOR NOTICE**

5 27. Plaintiff served the following notices for alleged violations of Health and Safety Code  
6 Section 25249.6, concerning consumer products exposures:

- 7 a. On or about December 8, 2023 Plaintiff gave notice of alleged violations of  
8 Health and Safety Code Section 25249.6, concerning consumer products  
9 exposures subject to a private action to H MART, H MART TORRANCE, H  
10 MART COMPANIES, GRAND, and to the California Attorney General, County  
11 District Attorneys, and City Attorneys for each city containing a population of at  
12 least 750,000 people in whose jurisdictions the violations allegedly occurred,  
13 concerning Dried Seaweed
- 14 b. On or about November 15, 2022 Plaintiff gave notice of alleged violations of  
15 Health and Safety Code Section 25249.6, concerning consumer products  
16 exposures subject to a private action to H MART, H MART TORRANCE, H  
17 MART COMPANIES, BK, NATIONAL, and to the California Attorney  
18 General, County District Attorneys, and City Attorneys for each city containing  
19 a population of at least 750,000 people in whose jurisdictions the violations  
20 allegedly occurred, concerning Dried Seaweed.
- 21 c. On or about September 20, 2022 Plaintiff gave notice of alleged violations of  
22 Health and Safety Code Section 25249.6, concerning consumer products  
23 exposures subject to a private action to H MART, H MART TORRANCE, H  
24 MART COMPANIES, GRAND, BK, and to the California Attorney General,  
25 County District Attorneys, and City Attorneys for each city containing a  
26 population of at least 750,000 people in whose jurisdictions the violations  
27 allegedly occurred, concerning Dried Squid.

- 1 d. On or about August 18, 2022, Plaintiff gave notice of alleged violations of  
2 Health and Safety Code Section 25249.6, concerning consumer products  
3 exposures subject to a private action to H MART, H MART TORRANCE, H  
4 MART COMPANIES, BK, and to the California Attorney General, County  
5 District Attorneys, and City Attorneys for each city containing a population of at  
6 least 750,000 people in whose jurisdictions the violations allegedly occurred,  
7 concerning Dried Squid
- 8 e. On or about April 21, 2022 Plaintiff gave notice of alleged violations of Health  
9 and Safety Code Section 25249.6, concerning consumer products exposures  
10 subject to a private action to H MART, H MART TORRANCE, H MART  
11 COMPANIES, GRAND, OTTOGI, and to the California Attorney General,  
12 County District Attorneys, and City Attorneys for each city containing a  
13 population of at least 750,000 people in whose jurisdictions the violations  
14 allegedly occurred, concerning Dried Seaweed.
- 15 f. On or about March 11, 2022 Plaintiff gave notice of alleged violations of Health  
16 and Safety Code Section 25249.6, concerning consumer products exposures  
17 subject to a private action to H MART, H MART TORRANCE, H MART  
18 COMPANIES, BK, NATIONAL, and to the California Attorney General,  
19 County District Attorneys, and City Attorneys for each city containing a  
20 population of at least 750,000 people in whose jurisdictions the violations  
21 allegedly occurred, concerning Dried Seaweed.
- 22 g. On or about February 16, 2022 Plaintiff gave notice of alleged violations of  
23 Health and Safety Code Section 25249.6, concerning consumer products  
24 exposures subject to a private action to H MART, H MART TORRANCE, H  
25 MART COMPANIES, GRAND, and to the California Attorney General, County  
26 District Attorneys, and City Attorneys for each city containing a population of at  
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1 least 750,000 people in whose jurisdictions the violations allegedly occurred,  
2 concerning Dried Seaweed.

3 h. On or about February 3, 2021 Plaintiff gave notice of alleged violations of  
4 Health and Safety Code Section 25249.6, concerning consumer products  
5 exposures subject to a private action to H MART, H MART TORRANCE, H  
6 MART COMPANIES, BK, and to the California Attorney General, County  
7 District Attorneys, and City Attorneys for each city containing a population of at  
8 least 750,000 people in whose jurisdictions the violations allegedly occurred,  
9 concerning Dried Seaweed.

10 i. On or about December 2, 2021 Plaintiff gave notice of alleged violations of  
11 Health and Safety Code Section 25249.6, concerning consumer products  
12 exposures subject to a private action to H MART, H MART TORRANCE, H  
13 MART COMPANIES, GRAND, and to the California Attorney General, County  
14 District Attorneys, and City Attorneys for each city containing a population of at  
15 least 750,000 people in whose jurisdictions the violations allegedly occurred,  
16 concerning Dried Seaweed.

17 j. On or about March 10, 2020 Plaintiff gave notice of alleged violations of Health  
18 and Safety Code Section 25249.6, concerning consumer products exposures  
19 subject to a private action to H MART, H MART TORRANCE, H MART  
20 COMPANIES, and to the California Attorney General, County District  
21 Attorneys, and City Attorneys for each city containing a population of at least  
22 750,000 people in whose jurisdictions the violations allegedly occurred,  
23 concerning Dried Seaweed.

24 k. On or about October 11, 2019 Plaintiff gave notice of alleged violations of  
25 Health and Safety Code Section 25249.6, concerning consumer products  
26 exposures subject to a private action to H MART, H MART TORRANCE, H  
27 MART COMPANIES, GRAND, and to the California Attorney General, County  
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1 District Attorneys, and City Attorneys for each city containing a population of at  
2 least 750,000 people in whose jurisdictions the violations allegedly occurred,  
3 concerning Dried Seaweed.

4 28. Before sending the notice of alleged violations, Plaintiff investigated the consumer  
5 products involved, the likelihood that such products would cause users to suffer  
6 significant exposures to Lead, Cadmium, and Arsenic, and the corporate structure of  
7 each of the Defendants.

8 29. Plaintiff's notice of alleged violation included a Certificate of Merit executed by the  
9 attorney for the noticing party, CAG. The Certificate of Merit stated that the attorney for  
10 Plaintiff who executed the certificate had consulted with at least one person with relevant  
11 and appropriate expertise who reviewed data regarding the exposures to Lead, Cadmium,  
12 and Arsenic, the subject Proposition 65-listed chemical of this action. Based on that  
13 information, the attorney for Plaintiff who executed the Certificate of Merit believed  
14 there was a reasonable and meritorious case for this private action. The attorney for  
15 Plaintiff attached to the Certificate of Merit served on the Attorney General the  
16 confidential factual information sufficient to establish the basis of the Certificate of  
17 Merit.

18 30. Plaintiff's notice of alleged violations also included a Certificate of Service and a  
19 document entitled "The Safe Drinking Water & Toxic Enforcement Act of 1986  
20 (Proposition 65) A Summary." *Health & Safety Code § 25249.7(d)*.

21 31. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff  
22 gave notice of the alleged violations to H MART, H MART TORRANCE, H MART  
23 COMPANIES, BK, GRAND, OTTIGI, NATIONAL and the public prosecutors  
24 referenced in Paragraph 29.

25 32. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General, nor  
26 any applicable district attorney or city attorney has commenced and is diligently  
27 prosecuting an action against the Defendants.

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**FIRST CAUSE OF ACTION**

**(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART TORRANCE, H MART COMPANIES, GRAND, and DOES 31-40 for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code, §§ 25249.5, et seq.))**

**Seaweed**

33. Plaintiff repeats and incorporates by reference paragraphs 1 through 32 of this complaint as though fully set forth herein.

34. Each of the Defendants is, and at all times mentioned herein was, a manufacturer, distributor, promoter, or retailer of Dried Seaweed (“Seaweed I”), including but not limited to: "HAIO"; "Babdoduk"; "Premium Roasted Seaweed"; "16 - 0.15 oz (4.25 g) Packs"; "Net Wt. 2.4 oz (68 g)"; "Exp. Nov.15.2022"; "Distributed By Grand Supercenter Inc."; "Product of Korea"; "Item No. 1308101095"; "UPC 8 46034 00262 3"; "UPC 8 46034 00259 3"

35. Seaweed I contains Lead, Arsenic and Cadmium.

36. Defendants knew or should have known that Lead, Arsenic and Cadmium has been identified by the State of California as a chemical known to cause cancer, developmental and reproductive toxicity, and therefore was subject to Proposition 65 warning requirements. Defendants were also informed of the presence of Lead, Arsenic and Cadmium in Seaweed I within Plaintiff's notice of alleged violations further discussed above at Paragraph 29a.

37. Plaintiff's allegations regarding Seaweed I concerns “[c]onsumer products exposure[s],” which “is an exposure that results from a person’s acquisition, purchase, storage, consumption, or other reasonably foreseeable use of a consumer good, or any exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, § 25602(b)*. Seaweed I is consumer products, and, as mentioned herein, exposures to Lead, Arsenic and Cadmium took place as a result of such normal and foreseeable consumption and use.

1 38. Plaintiff is informed, believes, and thereon alleges that between December 8, 2019 and  
2 the present, each of the Defendants knowingly and intentionally exposed California  
3 consumers and users of Seaweed I, which Defendants manufactured, distributed, or sold  
4 as mentioned above, to Lead, Arsenic and Cadmium, without first providing any type of  
5 clear and reasonable warning of such to the exposed persons before the time of exposure.  
6 Defendants have distributed and sold Seaweed I in California. Defendants know and  
7 intend that California consumers will use and consume Seaweed I, thereby exposing  
8 them to Lead, Arsenic and Cadmium. Further, Plaintiff is informed, believes, and  
9 thereon alleges that Defendants are selling Seaweed I under a brand or trademark that is  
10 owned or licensed by the Defendants or an entity affiliated thereto; have knowingly  
11 introduced Lead, Arsenic and Cadmium into Seaweed I or knowingly caused Lead,  
12 Arsenic and Cadmium to be created in Seaweed I; have covered, obscured or altered a  
13 warning label that has been affixed to Seaweed I by the manufacturer, producer,  
14 packager, importer, supplier or distributor of Seaweed I; have received a notice and  
15 warning materials for exposure from Seaweed I without conspicuously posting or  
16 displaying the warning materials; and/or have actual knowledge of potential exposure to  
17 Lead, Arsenic and Cadmium from Seaweed I. Defendants thereby violated Proposition  
18 65.

19 39. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
20 Persons sustain exposures by handling Seaweed I without wearing gloves or any other  
21 personal protective equipment, or by touching bare skin or mucous membranes with  
22 gloves after handling Seaweed I, as well as through direct and indirect hand to mouth  
23 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
24 Seaweed I.

25 40. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
26 Proposition 65 as to Seaweed I have been ongoing and continuous, as Defendants  
27 engaged and continue to engage in conduct which violates Health and Safety Code  
28

1 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
2 Seaweed I, so that a separate and distinct violation of Proposition 65 occurred each and  
3 every time a person was exposed to Lead, Arsenic and Cadmium by Seaweed I as  
4 mentioned herein.

5 41. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
6 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
7 violations alleged herein will continue to occur into the future.

8 42. Based on the allegations herein, Defendants are liable for civil penalties of up to  
9 \$2,500.00 per day per individual exposure to Lead, Arsenic and Cadmium from Seaweed  
10 I, pursuant to Health and Safety Code Section 25249.7(b).

11 43. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
12 filing this Complaint.

13 **SECOND CAUSE OF ACTION**

14 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
15 **TORRANCE, H MART COMPANIES, BK, NATIONAL, and DOES 41-50 for**  
16 **Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act**  
**of 1986 (Health & Safety Code, §§ 25249.5, et seq.))**

17 **Seaweed**

18 44. Plaintiff repeats and incorporates by reference paragraphs 1 through 43 of this complaint  
19 as though fully set forth herein.

20 45. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
21 distributor, promoter, or retailer of Dried Seaweed ("Seaweed II"), including but not  
22 limited to: "Suhyub"; "Dried Seaweed"; "Net Wt. 5.29 oz (150 g)"; "2023.10.14";  
23 "Distributed by Grand BK Corp."; "Product of Korea"; "UPC 8 809039 660023"

24 46. Seaweed II contains Lead, Arsenic and Cadmium.

25 47. Defendants knew or should have known that Lead, Arsenic and Cadmium has been  
26 identified by the State of California as a chemical known to cause cancer, developmental  
27 and reproductive toxicity, and therefore was subject to Proposition 65 warning  
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1 requirements. Defendants were also informed of the presence of Lead, Arsenic and  
2 Cadmium in Seaweed II within Plaintiff's notice of alleged violations further discussed  
3 above at Paragraph 29b.

4 48. Plaintiff's allegations regarding Seaweed II concerns "[c]onsumer products exposure[s],"  
5 which "is an exposure that results from a person's acquisition, purchase, storage,  
6 consumption, or other reasonably foreseeable use of a consumer good, or any exposure  
7 that results from receiving a consumer service." *Cal. Code Regs. tit. 27, § 25602(b)*.  
8 Seaweed II is consumer products, and, as mentioned herein, exposures to Lead, Arsenic  
9 and Cadmium took place as a result of such normal and foreseeable consumption and  
10 use.

11 49. Plaintiff is informed, believes, and thereon alleges that between November 15, 2019 and  
12 the present, each of the Defendants knowingly and intentionally exposed California  
13 consumers and users of Seaweed II, which Defendants manufactured, distributed, or sold  
14 as mentioned above, to Lead, Arsenic and Cadmium, without first providing any type of  
15 clear and reasonable warning of such to the exposed persons before the time of exposure.  
16 Defendants have distributed and sold Seaweed II in California. Defendants know and  
17 intend that California consumers will use and consume Seaweed II, thereby exposing  
18 them to Lead, Arsenic and Cadmium. Further, Plaintiff is informed, believes, and  
19 thereon alleges that Defendants are selling Seaweed II under a brand or trademark that is  
20 owned or licensed by the Defendants or an entity affiliated thereto; have knowingly  
21 introduced Lead, Arsenic and Cadmium into Seaweed II or knowingly caused Lead,  
22 Arsenic and Cadmium to be created in Seaweed II; have covered, obscured or altered a  
23 warning label that has been affixed to Seaweed II by the manufacturer, producer,  
24 packager, importer, supplier or distributor of Seaweed II; have received a notice and  
25 warning materials for exposure from Seaweed II without conspicuously posting or  
26 displaying the warning materials; and/or have actual knowledge of potential exposure to  
27

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1 Lead, Arsenic and Cadmium from Seaweed II. Defendants thereby violated Proposition  
2 65.

3 50. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
4 Persons sustain exposures by handling Seaweed II without wearing gloves or any other  
5 personal protective equipment, or by touching bare skin or mucous membranes with  
6 gloves after handling Seaweed II, as well as through direct and indirect hand to mouth  
7 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
8 Seaweed II.

9 51. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
10 Proposition 65 as to Seaweed II have been ongoing and continuous, as Defendants  
11 engaged and continue to engage in conduct which violates Health and Safety Code  
12 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
13 Seaweed II, so that a separate and distinct violation of Proposition 65 occurred each and  
14 every time a person was exposed to Lead, Arsenic and Cadmium by Seaweed II as  
15 mentioned herein.

16 52. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
17 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
18 violations alleged herein will continue to occur into the future.

19 53. Based on the allegations herein, Defendants are liable for civil penalties of up to  
20 \$2,500.00 per day per individual exposure to Lead, Arsenic and Cadmium from Seaweed  
21 II, pursuant to Health and Safety Code Section 25249.7(b).

22 54. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
23 filing this Complaint.

24 **THIRD CAUSE OF ACTION**

25 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
26 **TORRANCE, H MART COMPANIES, BK, GRAND, and DOES 51-60 for**  
27 **Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act**  
28 **of 1986 (Health & Safety Code, §§ 25249.5, et seq.))**

**Seafood Snack**

1  
2 55. Plaintiff repeats and incorporates by reference paragraphs 1 through 54 of this complaint  
3 as though fully set forth herein.

4 56. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
5 distributor, promoter, or retailer of Seafood Snack (“Dried Squid I”), including but not  
6 limited to: "Tong Tong Bay Seafood and Fish"; "Roasted Dried Squid"; "Net Wt. 1.5 oz  
7 (43 g)"; "Product of Korea"; "Distributed By Grand BK Corp."; "UPC 8 46034 03164 7"

8 57. Dried Squid I contains Cadmium.

9 58. Defendants knew or should have known that Cadmium has been identified by the State  
10 of California as a chemical known to cause developmental and reproductive toxicity,  
11 and therefore was subject to Proposition 65 warning requirements. Defendants were also  
12 informed of the presence of Cadmium in Dried Squid I within Plaintiff's notice of  
13 alleged violations further discussed above at Paragraph 29c.

14 59. Plaintiff’s allegations regarding Dried Squid I concerns “[c]onsumer products  
15 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
16 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
17 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*  
18 *25602(b)*. Dried Squid I is consumer products, and, as mentioned herein, exposures to  
19 Cadmium took place as a result of such normal and foreseeable consumption and use.

20 60. Plaintiff is informed, believes, and thereon alleges that between September 20, 2019 and  
21 the present, each of the Defendants knowingly and intentionally exposed California  
22 consumers and users of Dried Squid I, which Defendants manufactured, distributed, or  
23 sold as mentioned above, to Cadmium, without first providing any type of clear and  
24 reasonable warning of such to the exposed persons before the time of exposure.

25 Defendants have distributed and sold Dried Squid I in California. Defendants know and  
26 intend that California consumers will use and consume Dried Squid I, thereby exposing  
27 them to Cadmium. Further, Plaintiff is informed, believes, and thereon alleges that

28



1 Defendants are selling Dried Squid I under a brand or trademark that is owned or  
2 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced  
3 Cadmium into Dried Squid I or knowingly caused Cadmium to be created in Dried Squid  
4 I; have covered, obscured or altered a warning label that has been affixed to Dried Squid  
5 I by the manufacturer, producer, packager, importer, supplier or distributor of Dried  
6 Squid I; have received a notice and warning materials for exposure from Dried Squid I  
7 without conspicuously posting or displaying the warning materials; and/or have actual  
8 knowledge of potential exposure to Cadmium from Dried Squid I. Defendants thereby  
9 violated Proposition 65.

10 61. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
11 Persons sustain exposures by handling Dried Squid I without wearing gloves or any  
12 other personal protective equipment, or by touching bare skin or mucous membranes  
13 with gloves after handling Dried Squid I, as well as through direct and indirect hand to  
14 mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed  
15 from Dried Squid I.

16 62. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
17 Proposition 65 as to Dried Squid I have been ongoing and continuous, as Defendants  
18 engaged and continue to engage in conduct which violates Health and Safety Code  
19 Section 25249.6, including the manufacture, distribution, promotion, and sale of Dried  
20 Squid I, so that a separate and distinct violation of Proposition 65 occurred each and  
21 every time a person was exposed to Cadmium by Dried Squid I as mentioned herein.

22 63. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
23 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
24 violations alleged herein will continue to occur into the future.

25 64. Based on the allegations herein, Defendants are liable for civil penalties of up to  
26 \$2,500.00 per day per individual exposure to Cadmium from Dried Squid I, pursuant to  
27 Health and Safety Code Section 25249.7(b).

28

1 65. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
2 filing this Complaint.

3  
4 **FOURTH CAUSE OF ACTION**

5 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
6 **TORRANCE, H MART COMPANIES, BK, and DOES 61-70 for Violations of**  
7 **Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986**  
8 **(Health & Safety Code, §§ 25249.5, et seq.)**

9 **Seafood Snack**

10 66. Plaintiff repeats and incorporates by reference paragraphs 1 through 100 of this  
11 complaint as though fully set forth herein.

12 67. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
13 distributor, promoter, or retailer of Seafood Snack (“Dried Squid II”), including but not  
14 limited to: "Jinju Food"; "Grilled Macbanseok Squid"; "Grilled flavor Dried Squid";  
15 "Net Wt. 2.47 oz (70g)"; "Imported By Grand BK Corp."; "Product of Korea"; "UPC 8  
16 809001 453271"

17 68. Dried Squid II contains Cadmium.

18 69. Defendants knew or should have known that Cadmium has been identified by the State  
19 of California as a chemical known to cause developmental and reproductive toxicity,  
20 and therefore was subject to Proposition 65 warning requirements. Defendants were also  
21 informed of the presence of Cadmium in Dried Squid II within Plaintiff's notice of  
22 alleged violations further discussed above at Paragraph 29d.

23 70. Plaintiff's allegations regarding Dried Squid II concerns “[c]onsumer products  
24 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
25 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
26 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*  
27 *25602(b)*. Dried Squid II is consumer products, and, as mentioned herein, exposures to  
28 Cadmium took place as a result of such normal and foreseeable consumption and use.

1 71. Plaintiff is informed, believes, and thereon alleges that between August 18, 2019 and the  
2 present, each of the Defendants knowingly and intentionally exposed California  
3 consumers and users of Dried Squid II, which Defendants manufactured, distributed, or  
4 sold as mentioned above, to Cadmium, without first providing any type of clear and  
5 reasonable warning of such to the exposed persons before the time of exposure.

6 Defendants have distributed and sold Dried Squid II in California. Defendants know and  
7 intend that California consumers will use and consume Dried Squid II, thereby exposing  
8 them to Cadmium. Further, Plaintiff is informed, believes, and thereon alleges that  
9 Defendants are selling Dried Squid II under a brand or trademark that is owned or  
10 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced  
11 Cadmium into Dried Squid II or knowingly caused Cadmium to be created in Dried  
12 Squid II; have covered, obscured or altered a warning label that has been affixed to Dried  
13 Squid II by the manufacturer, producer, packager, importer, supplier or distributor of  
14 Dried Squid II; have received a notice and warning materials for exposure from Dried  
15 Squid II without conspicuously posting or displaying the warning materials; and/or have  
16 actual knowledge of potential exposure to Cadmium from Dried Squid II. Defendants  
17 thereby violated Proposition 65.

18 72. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
19 Persons sustain exposures by handling Dried Squid II without wearing gloves or any  
20 other personal protective equipment, or by touching bare skin or mucous membranes  
21 with gloves after handling Dried Squid II, as well as through direct and indirect hand to  
22 mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed  
23 from Dried Squid II.

24 73. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
25 Proposition 65 as to Dried Squid II have been ongoing and continuous, as Defendants  
26 engaged and continue to engage in conduct which violates Health and Safety Code  
27 Section 25249.6, including the manufacture, distribution, promotion, and sale of Dried  
28

1 Squid II, so that a separate and distinct violation of Proposition 65 occurred each and  
2 every time a person was exposed to Cadmium by Dried Squid II as mentioned herein.

3 74. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
4 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
5 violations alleged herein will continue to occur into the future.

6 75. Based on the allegations herein, Defendants are liable for civil penalties of up to  
7 \$2,500.00 per day per individual exposure to Cadmium from Dried Squid II, pursuant to  
8 Health and Safety Code Section 25249.7(b).

9 76. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
10 filing this Complaint.

11 **FIFTH CAUSE OF ACTION**

12 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
13 **TORRANCE, H MART COMPANIES, GRAND, OTTOGI, and DOES 71-80 for**  
14 **Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act**  
**of 1986 (Health & Safety Code, §§ 25249.5, et seq.))**

15 **Seaweed**

16 77. Plaintiff repeats and incorporates by reference paragraphs 1 through 76 of this complaint  
17 as though fully set forth herein.

18 78. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
19 distributor, promoter, or retailer of Dried Seaweed ("Seaweed III"), including but not  
20 limited to: "Ottogi®"; "Dried Seaweed"; "100% Korean Seaweed"; "Net Wt. 8.81 oz  
21 (250g)"; "UPC 8 801045 350271"

22 79. Seaweed III contains Lead and Cadmium.

23 80. Defendants knew or should have known that Lead and Cadmium has been identified by  
24 the State of California as a chemical known to cause cancer, developmental and  
25 reproductive toxicity, and therefore was subject to Proposition 65 warning requirements.  
26 Defendants were also informed of the presence of Lead and Cadmium in Seaweed III  
27 within Plaintiff's notice of alleged violations further discussed above at Paragraph 29e.  
28

1 81. Plaintiff’s allegations regarding Seaweed III concerns “[c]onsumer products  
2 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
3 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
4 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*  
5 *25602(b)*. Seaweed III is consumer products, and, as mentioned herein, exposures to  
6 Lead and Cadmium took place as a result of such normal and foreseeable consumption  
7 and use.

8 82. Plaintiff is informed, believes, and thereon alleges that between April 21, 2019 and the  
9 present, each of the Defendants knowingly and intentionally exposed California  
10 consumers and users of Seaweed III, which Defendants manufactured, distributed, or  
11 sold as mentioned above, to Lead and Cadmium, without first providing any type of clear  
12 and reasonable warning of such to the exposed persons before the time of exposure.  
13 Defendants have distributed and sold Seaweed III in California. Defendants know and  
14 intend that California consumers will use and consume Seaweed III, thereby exposing  
15 them to Lead and Cadmium. Further, Plaintiff is informed, believes, and thereon alleges  
16 that Defendants are selling Seaweed III under a brand or trademark that is owned or  
17 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced  
18 Lead and Cadmium into Seaweed III or knowingly caused Lead and Cadmium to be  
19 created in Seaweed III; have covered, obscured or altered a warning label that has been  
20 affixed to Seaweed III by the manufacturer, producer, packager, importer, supplier or  
21 distributor of Seaweed III; have received a notice and warning materials for exposure  
22 from Seaweed III without conspicuously posting or displaying the warning materials;  
23 and/or have actual knowledge of potential exposure to Lead and Cadmium from  
24 Seaweed III. Defendants thereby violated Proposition 65.

25 83. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
26 Persons sustain exposures by handling Seaweed III without wearing gloves or any other  
27 personal protective equipment, or by touching bare skin or mucous membranes with  
28

1 gloves after handling Seaweed III, as well as through direct and indirect hand to mouth  
2 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
3 Seaweed III.

4 84. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
5 Proposition 65 as to Seaweed III have been ongoing and continuous, as Defendants  
6 engaged and continue to engage in conduct which violates Health and Safety Code  
7 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
8 Seaweed III, so that a separate and distinct violation of Proposition 65 occurred each and  
9 every time a person was exposed to Lead and Cadmium by Seaweed III as mentioned  
10 herein.

11 85. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
12 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
13 violations alleged herein will continue to occur into the future.

14 86. Based on the allegations herein, Defendants are liable for civil penalties of up to  
15 \$2,500.00 per day per individual exposure to Lead and Cadmium from Seaweed III,  
16 pursuant to Health and Safety Code Section 25249.7(b).

17 87. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
18 filing this Complaint.

19  
20 **SIXTH CAUSE OF ACTION**

21 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
22 **TORRANCE, H MART COMPANIES, BK, NATIONAL, and DOES 81-90 for**  
23 **Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act**  
24 **of 1986 (Health & Safety Code, §§ 25249.5, et seq.))**

25 **Seaweed**

26 88. Plaintiff repeats and incorporates by reference paragraphs 1 through 87 of this complaint  
27 as though fully set forth herein.

28 89. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
distributor, promoter, or retailer of Dried Seaweed ("Seaweed IV"), including but not

1 limited to: "K Fish Roasted Seaweed For Gimbab & Sushi;" "Net Wt. 0.70 oz (20g);"  
2 "Suhyup;" "2022.11.25;" "Manufactured For: National Federation of Fisheries  
3 Cooperation;" "Distributed By: Grand BK Corp.;" "UPC 8 809317 726267"

4 90. Seaweed IV contains Cadmium.

5 91. Defendants knew or should have known that Cadmium has been identified by the State  
6 of California as a chemical known to cause developmental and reproductive toxicity,  
7 and therefore was subject to Proposition 65 warning requirements. Defendants were also  
8 informed of the presence of Cadmium in Seaweed IV within Plaintiff's notice of alleged  
9 violations further discussed above at Paragraph 29f.

10 92. Plaintiff's allegations regarding Seaweed IV concerns "[c]onsumer products  
11 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,  
12 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
13 exposure that results from receiving a consumer service." *Cal. Code Regs. tit. 27, §*  
14 *25602(b)*. Seaweed IV is consumer products, and, as mentioned herein, exposures to  
15 Cadmium took place as a result of such normal and foreseeable consumption and use.

16 93. Plaintiff is informed, believes, and thereon alleges that between March 11, 2019 and the  
17 present, each of the Defendants knowingly and intentionally exposed California  
18 consumers and users of Seaweed IV, which Defendants manufactured, distributed, or  
19 sold as mentioned above, to Cadmium, without first providing any type of clear and  
20 reasonable warning of such to the exposed persons before the time of exposure.

21 Defendants have distributed and sold Seaweed IV in California. Defendants know and  
22 intend that California consumers will use and consume Seaweed IV, thereby exposing  
23 them to Cadmium. Further, Plaintiff is informed, believes, and thereon alleges that  
24 Defendants are selling Seaweed IV under a brand or trademark that is owned or licensed  
25 by the Defendants or an entity affiliated thereto; have knowingly introduced Cadmium  
26 into Seaweed IV or knowingly caused Cadmium to be created in Seaweed IV; have  
27 covered, obscured or altered a warning label that has been affixed to Seaweed IV by the

28

1 manufacturer, producer, packager, importer, supplier or distributor of Seaweed IV; have  
2 received a notice and warning materials for exposure from Seaweed IV without  
3 conspicuously posting or displaying the warning materials; and/or have actual  
4 knowledge of potential exposure to Cadmium from Seaweed IV. Defendants thereby  
5 violated Proposition 65.

6 94. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
7 Persons sustain exposures by handling Seaweed IV without wearing gloves or any other  
8 personal protective equipment, or by touching bare skin or mucous membranes with  
9 gloves after handling Seaweed IV, as well as through direct and indirect hand to mouth  
10 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
11 Seaweed IV.

12 95. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
13 Proposition 65 as to Seaweed IV have been ongoing and continuous, as Defendants  
14 engaged and continue to engage in conduct which violates Health and Safety Code  
15 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
16 Seaweed IV, so that a separate and distinct violation of Proposition 65 occurred each and  
17 every time a person was exposed to Cadmium by Seaweed IV as mentioned herein.

18 96. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
19 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
20 violations alleged herein will continue to occur into the future.

21 97. Based on the allegations herein, Defendants are liable for civil penalties of up to  
22 \$2,500.00 per day per individual exposure to Cadmium from Seaweed IV, pursuant to  
23 Health and Safety Code Section 25249.7(b).

24 98. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
25 filing this Complaint.

26  
27 **SEVENTH CAUSE OF ACTION**

28 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART  
TORRANCE, H MART COMPANIES, GRAND, and DOES 91-100 for Violations**



1                   **of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986**  
2                   **(Health & Safety Code, §§ 25249.5, et seq.)**

3                   **Seaweed**

4 99. Plaintiff repeats and incorporates by reference paragraphs 1 through 98 of this complaint  
5 as though fully set forth herein.

6 100. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
7 distributor, promoter, or retailer of Dried Seaweed (“Seaweed V”), including but not  
8 limited to: "Green Tea Seaweed;" "Green Tea Seasoned Laver;" "Net Wt. 0.71 oz 20 g;"  
9 "EXP AUG 25 2022;" "Distributed by Grand Supercenter, Inc.;" "Product of Korea;"  
10 "UPC 8 809395 750086"

11 101. Seaweed V contains Lead.

12 102. Defendants knew or should have known that Lead has been identified by the State of  
13 California as a chemical known to cause cancer, and reproductive toxicity, and  
14 therefore was subject to Proposition 65 warning requirements. Defendants were also  
15 informed of the presence of Lead in Seaweed V within Plaintiff's notice of alleged  
16 violations further discussed above at Paragraph 29g.

17 103. Plaintiff's allegations regarding Seaweed V concerns “[c]onsumer products  
18 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
19 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
20 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*  
21 *25602(b)*. Seaweed V is consumer products, and, as mentioned herein, exposures to  
22 Lead took place as a result of such normal and foreseeable consumption and use.

23 104. Plaintiff is informed, believes, and thereon alleges that between February 16, 2019 and  
24 the present, each of the Defendants knowingly and intentionally exposed California  
25 consumers and users of Seaweed I, which Defendants manufactured, distributed, or sold  
26 as mentioned above, to Lead, without first providing any type of clear and reasonable  
27 warning of such to the exposed persons before the time of exposure. Defendants have  
28 distributed and sold Seaweed V in California. Defendants know and intend that

1 California consumers will use and consume Seaweed V, thereby exposing them to Lead  
2 Further, Plaintiff is informed, believes, and thereon alleges that Defendants are selling  
3 Seaweed V under a brand or trademark that is owned or licensed by the Defendants or an  
4 entity affiliated thereto; have knowingly introduced Lead into Seaweed V or knowingly  
5 caused Lead to be created in Seaweed V; have covered, obscured or altered a warning  
6 label that has been affixed to Seaweed V by the manufacturer, producer, packager,  
7 importer, supplier or distributor of Seaweed V; have received a notice and warning  
8 materials for exposure from Seaweed V without conspicuously posting or displaying the  
9 warning materials; and/or have actual knowledge of potential exposure to Lead from  
10 Seaweed V. Defendants thereby violated Proposition 65.

11 105. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
12 Persons sustain exposures by handling Seaweed V without wearing gloves or any other  
13 personal protective equipment, or by touching bare skin or mucous membranes with  
14 gloves after handling Seaweed V, as well as through direct and indirect hand to mouth  
15 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
16 Seaweed V.

17 106. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations  
18 of Proposition 65 as to Seaweed V have been ongoing and continuous, as Defendants  
19 engaged and continue to engage in conduct which violates Health and Safety Code  
20 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
21 Seaweed V, so that a separate and distinct violation of Proposition 65 occurred each and  
22 every time a person was exposed to Lead by Seaweed V as mentioned herein.

23 107. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
24 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
25 violations alleged herein will continue to occur into the future.  
26  
27  
28

1 108. Based on the allegations herein, Defendants are liable for civil penalties of up to  
2 \$2,500.00 per day per individual exposure to Lead from Seaweed V, pursuant to Health  
3 and Safety Code Section 25249.7(b).

4 109. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
5 filing this Complaint.

6  
7 **EIGHT CAUSE OF ACTION**

8 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
9 **TORRANCE, H MART COMPANIES, BK, and DOES 101-110 for Violations of**  
10 **Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986**  
11 **(Health & Safety Code, §§ 25249.5, et seq.)**

12 **Seaweed**

13 110. Plaintiff repeats and incorporates by reference paragraphs 1 through 109 of this  
14 complaint as though fully set forth herein.

15 111. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
16 distributor, promoter, or retailer of Dried Seaweed (“Seaweed VI”), including but not  
17 limited to: "Dried Seaweed;" "Distributed by Grand BK Corp.;" "Net Wt. 5.29 oz  
18 (150g);" "2023.04.19;" "Product of Korea;" "UPC 8 809039 660023"

19 112. Seaweed VI contains Lead and Cadmium.

20 113. Defendants knew or should have known that Lead and Cadmium has been identified by  
21 the State of California as a chemical known to cause cancer, developmental and  
22 reproductive toxicity, and therefore was subject to Proposition 65 warning requirements.  
23 Defendants were also informed of the presence of Lead and Cadmium in Seaweed VI  
24 within Plaintiff's notice of alleged violations further discussed above at Paragraph 29h.

25 114. Plaintiff's allegations regarding Seaweed VI concerns “[c]onsumer products  
26 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
27 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
28 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*  
*25602(b)*. Seaweed VI is consumer products, and, as mentioned herein, exposures to

1 Lead and Cadmium took place as a result of such normal and foreseeable consumption  
2 and use.

3 115. Plaintiff is informed, believes, and thereon alleges that between February 3, 2019 and  
4 the present, each of the Defendants knowingly and intentionally exposed California  
5 consumers and users of Seaweed VI, which Defendants manufactured, distributed, or  
6 sold as mentioned above, to Lead and Cadmium, without first providing any type of clear  
7 and reasonable warning of such to the exposed persons before the time of exposure.  
8 Defendants have distributed and sold Seaweed VI in California. Defendants know and  
9 intend that California consumers will use and consume Seaweed VI, thereby exposing  
10 them to Lead and Cadmium. Further, Plaintiff is informed, believes, and thereon alleges  
11 that Defendants are selling Seaweed VI under a brand or trademark that is owned or  
12 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced  
13 Lead and Cadmium into Seaweed VI or knowingly caused Lead and Cadmium to be  
14 created in Seaweed VI; have covered, obscured or altered a warning label that has been  
15 affixed to Seaweed VI by the manufacturer, producer, packager, importer, supplier or  
16 distributor of Seaweed VI; have received a notice and warning materials for exposure  
17 from Seaweed VI without conspicuously posting or displaying the warning materials;  
18 and/or have actual knowledge of potential exposure to Lead and Cadmium from  
19 Seaweed VI. Defendants thereby violated Proposition 65.

20 116. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
21 Persons sustain exposures by handling Seaweed VI without wearing gloves or any other  
22 personal protective equipment, or by touching bare skin or mucous membranes with  
23 gloves after handling Seaweed VI, as well as through direct and indirect hand to mouth  
24 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
25 Seaweed VI.

26 117. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations  
27 of Proposition 65 as to Seaweed VI have been ongoing and continuous, as Defendants  
28

1 engaged and continue to engage in conduct which violates Health and Safety Code  
2 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
3 Seaweed VI, so that a separate and distinct violation of Proposition 65 occurred each and  
4 every time a person was exposed to Lead and Cadmium by Seaweed VI as mentioned  
5 herein.

6 118. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
7 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
8 violations alleged herein will continue to occur into the future.

9 119. Based on the allegations herein, Defendants are liable for civil penalties of up to  
10 \$2,500.00 per day per individual exposure to Lead and Cadmium from Seaweed VI,  
11 pursuant to Health and Safety Code Section 25249.7(b).

12 120. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
13 filing this Complaint.

14  
15 **NINTH CAUSE OF ACTION**

16 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
17 **TORRANCE, H MART COMPANIES, GRAND, and DOES 111-120 for**  
18 **Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act**  
19 **of 1986 (Health & Safety Code, §§ 25249.5, et seq.))**

20 **Seaweed**

21 121. Plaintiff repeats and incorporates by reference paragraphs 1 through 120 of this  
22 complaint as though fully set forth herein.

23 122. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
24 distributor, promoter, or retailer of Dried Seaweed (“Seaweed VII”), including but not  
25 limited to: "Haio"; "Premium Roasted Seaweed (Laver)"; "4-0.71 (20g) PACKS"; "Net  
26 Weight: 2.84 oz (80g)"; "ITEM NO. 1308201122"; "UPC 8 46034 00266 1 "; "Product  
27 of Korea"

28 123. Seaweed VII contains Cadmium.

1 124. Defendants knew or should have known that Cadmium has been identified by the State  
2 of California as a chemical known to cause developmental and reproductive toxicity,  
3 and therefore was subject to Proposition 65 warning requirements. Defendants were also  
4 informed of the presence of Cadmium in Seaweed VII within Plaintiff's notice of alleged  
5 violations further discussed above at Paragraph 29i.

6 125. Plaintiff's allegations regarding Seaweed VII concerns "[c]onsumer products  
7 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,  
8 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
9 exposure that results from receiving a consumer service." *Cal. Code Regs.* tit. 27, §  
10 25602(b). Seaweed VII is consumer products, and, as mentioned herein, exposures to  
11 Cadmium took place as a result of such normal and foreseeable consumption and use.

12 126. Plaintiff is informed, believes, and thereon alleges that between December 2, 2018 and  
13 the present, each of the Defendants knowingly and intentionally exposed California  
14 consumers and users of Seaweed VII, which Defendants manufactured, distributed, or  
15 sold as mentioned above, to Cadmium, without first providing any type of clear and  
16 reasonable warning of such to the exposed persons before the time of exposure.

17 Defendants have distributed and sold Seaweed VII in California. Defendants know and  
18 intend that California consumers will use and consume Seaweed VII, thereby exposing  
19 them to Cadmium. Further, Plaintiff is informed, believes, and thereon alleges that  
20 Defendants are selling Seaweed VII under a brand or trademark that is owned or licensed  
21 by the Defendants or an entity affiliated thereto; have knowingly introduced and  
22 Cadmium into Seaweed VII or knowingly caused Cadmium to be created in Seaweed  
23 VII; have covered, obscured or altered a warning label that has been affixed to Seaweed  
24 VII by the manufacturer, producer, packager, importer, supplier or distributor of  
25 Seaweed VII; have received a notice and warning materials for exposure from Seaweed  
26 VII without conspicuously posting or displaying the warning materials; and/or have

1 actual knowledge of potential exposure to Cadmium from Seaweed VII. Defendants  
2 thereby violated Proposition 65.

3 127. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
4 Persons sustain exposures by handling Seaweed VII without wearing gloves or any other  
5 personal protective equipment, or by touching bare skin or mucous membranes with  
6 gloves after handling Seaweed VII, as well as through direct and indirect hand to mouth  
7 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
8 Seaweed VII.

9 128. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations  
10 of Proposition 65 as to Seaweed VII have been ongoing and continuous, as Defendants  
11 engaged and continue to engage in conduct which violates Health and Safety Code  
12 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
13 Seaweed VII, so that a separate and distinct violation of Proposition 65 occurred each  
14 and every time a person was exposed to Cadmium by Seaweed VII as mentioned herein.

15 129. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
16 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
17 violations alleged herein will continue to occur into the future.

18 130. Based on the allegations herein, Defendants are liable for civil penalties of up to  
19 \$2,500.00 per day per individual exposure to Cadmium from Seaweed VII, pursuant to  
20 Health and Safety Code Section 25249.7(b).

21 131. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
22 filing this Complaint.

23 **TENTH CAUSE OF ACTION**

24 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
25 **TORRANCE, H MART COMPANIES, GRAND, and DOES 121-130 for**  
26 **Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act**  
**of 1986 (Health & Safety Code, §§ 25249.5, et seq.))**

27 **Seaweed**

1 132. Plaintiff repeats and incorporates by reference paragraphs 1 through 131 of this  
2 complaint as though fully set forth herein.

3 133. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
4 distributor, promoter, or retailer of Dried Seaweed (“Seaweed VIII”), including but not  
5 limited to: “SAJO;” “100 g/40;” “SJH Seaweed;” “Net wt: 3.52 oz (100 g);”  
6 “IMPORTED BY: GRAND SUPER CENTER INC. LYNDHURST, NJ 07071, USA;”  
7 “PRODUCT OF KOREA;” “8 801039 700006;”

8 134. Seaweed VIII contains Lead and Cadmium.

9 135. Defendants knew or should have known that Lead and Cadmium has been identified by  
10 the State of California as a chemical known to cause cancer, developmental and  
11 reproductive toxicity, and therefore was subject to Proposition 65 warning requirements.  
12 Defendants were also informed of the presence of Lead and Cadmium in Seaweed VIII  
13 within Plaintiff’s notice of alleged violations further discussed above at Paragraph 29j.

14 136. Plaintiff’s allegations regarding Seaweed VIII concerns “[c]onsumer products  
15 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
16 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
17 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*  
18 *25602(b)*. Seaweed VIII is consumer products, and, as mentioned herein, exposures to  
19 Lead and Cadmium took place as a result of such normal and foreseeable consumption  
20 and use.

21 137. Plaintiff is informed, believes, and thereon alleges that between March 10, 2017 and the  
22 present, each of the Defendants knowingly and intentionally exposed California  
23 consumers and users of Seaweed VIII, which Defendants manufactured, distributed, or  
24 sold as mentioned above, to Lead and Cadmium, without first providing any type of clear  
25 and reasonable warning of such to the exposed persons before the time of exposure.  
26 Defendants have distributed and sold Seaweed VIII in California. Defendants know and  
27 intend that California consumers will use and consume Seaweed VIII, thereby exposing  
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1 them to Lead and Cadmium. Further, Plaintiff is informed, believes, and thereon alleges  
2 that Defendants are selling Seaweed VIII under a brand or trademark that is owned or  
3 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced  
4 Lead and Cadmium into Seaweed VIII or knowingly caused Lead and Cadmium to be  
5 created in Seaweed VIII; have covered, obscured or altered a warning label that has been  
6 affixed to Seaweed VIII by the manufacturer, producer, packager, importer, supplier or  
7 distributor of Seaweed VIII; have received a notice and warning materials for exposure  
8 from Seaweed VIII without conspicuously posting or displaying the warning materials;  
9 and/or have actual knowledge of potential exposure to Lead and Cadmium from  
10 Seaweed VIII. Defendants thereby violated Proposition 65.

11 138. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
12 Persons sustain exposures by handling Seaweed VIII without wearing gloves or any  
13 other personal protective equipment, or by touching bare skin or mucous membranes  
14 with gloves after handling Seaweed VIII, as well as through direct and indirect hand to  
15 mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed  
16 from Seaweed VIII.

17 139. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations  
18 of Proposition 65 as to Seaweed VIII have been ongoing and continuous, as Defendants  
19 engaged and continue to engage in conduct which violates Health and Safety Code  
20 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
21 Seaweed VIII, so that a separate and distinct violation of Proposition 65 occurred each  
22 and every time a person was exposed to Lead and Cadmium by Seaweed VIII as  
23 mentioned herein.

24 140. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
25 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
26 violations alleged herein will continue to occur into the future.

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1 141. Based on the allegations herein, Defendants are liable for civil penalties of up to  
2 \$2,500.00 per day per individual exposure to Lead and Cadmium from Seaweed VIII,  
3 pursuant to Health and Safety Code Section 25249.7(b).

4 142. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
5 filing this Complaint.

6 **ELEVENTH CAUSE OF ACTION**

7 **(By CONSUMER ADVOCACY GROUP, INC. and against H MART, H MART**  
8 **TORRANCE, H MART COMPANIES, and DOES 131-140 for Violations of**  
9 **Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986**  
***(Health & Safety Code, §§ 25249.5, et seq.)***

10 **Seaweed**

11 143. Plaintiff repeats and incorporates by reference paragraphs 1 through 142 of this  
12 complaint as though fully set forth herein.

13 144. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,  
14 distributor, promoter, or retailer of Dried Seaweed (“Seaweed IX”), including but not  
15 limited to: • “MANJUN;” “DOUBLE ROASTED ONIGIRI SEAWEED;” “20 (Sheets)  
16 24g (0.84 oz), 71 kcal;” “2019.12.17.,” “PRODUCT OF KOREA;” “JL162;”  
17 “www.manjun.net;” “DOUBLE ROASTED ONIGIRI SEAWEED.,” “Manufactured by  
18 MANJUN FOODS CO., LTD.,” “8 802241 126257;”

19 145. Seaweed IX contains Lead and Cadmium.

20 146. Defendants knew or should have known that Lead and Cadmium has been identified by  
21 the State of California as a chemical known to cause cancer, developmental and  
22 reproductive toxicity, and therefore was subject to Proposition 65 warning requirements.  
23 Defendants were also informed of the presence of Lead and Cadmium in Seaweed IX  
24 within Plaintiff’s notice of alleged violations further discussed above at Paragraph 29k.

25 147. Plaintiff’s allegations regarding Seaweed IX concerns “[c]onsumer products  
26 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
27 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
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1 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*  
2 25602(b). Seaweed IX is consumer products, and, as mentioned herein, exposures to  
3 Lead and Cadmium took place as a result of such normal and foreseeable consumption  
4 and use.

5 148. Plaintiff is informed, believes, and thereon alleges that between October 11, 2016 and  
6 the present, each of the Defendants knowingly and intentionally exposed California  
7 consumers and users of Seaweed IX, which Defendants manufactured, distributed, or  
8 sold as mentioned above, to Lead and Cadmium, without first providing any type of clear  
9 and reasonable warning of such to the exposed persons before the time of exposure.  
10 Defendants have distributed and sold Seaweed IX in California. Defendants know and  
11 intend that California consumers will use and consume Seaweed IX, thereby exposing  
12 them to Lead and Cadmium. Further, Plaintiff is informed, believes, and thereon alleges  
13 that Defendants are selling Seaweed IX under a brand or trademark that is owned or  
14 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced  
15 Lead and Cadmium into Seaweed IX or knowingly caused Lead and Cadmium to be  
16 created in Seaweed IX; have covered, obscured or altered a warning label that has been  
17 affixed to Seaweed IX by the manufacturer, producer, packager, importer, supplier or  
18 distributor of Seaweed IX; have received a notice and warning materials for exposure  
19 from Seaweed IX without conspicuously posting or displaying the warning materials;  
20 and/or have actual knowledge of potential exposure to Lead and Cadmium from  
21 Seaweed IX. Defendants thereby violated Proposition 65.

22 149. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
23 Persons sustain exposures by handling Seaweed IX without wearing gloves or any other  
24 personal protective equipment, or by touching bare skin or mucous membranes with  
25 gloves after handling Seaweed IX, as well as through direct and indirect hand to mouth  
26 contact, hand to mucous membrane, or breathing in particulate matter dispersed from  
27 Seaweed IX.

1 150. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations  
2 of Proposition 65 as to Seaweed IX have been ongoing and continuous, as Defendants  
3 engaged and continue to engage in conduct which violates Health and Safety Code  
4 Section 25249.6, including the manufacture, distribution, promotion, and sale of  
5 Seaweed IX, so that a separate and distinct violation of Proposition 65 occurred each and  
6 every time a person was exposed to Lead and Cadmium by Seaweed IX as mentioned  
7 herein.

8 151. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
9 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
10 violations alleged herein will continue to occur into the future.

11 152. Based on the allegations herein, Defendants are liable for civil penalties of up to  
12 \$2,500.00 per day per individual exposure to Lead and Cadmium from Seaweed IX,  
13 pursuant to Health and Safety Code Section 25249.7(b).

14 153. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
15 filing this Complaint.

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17 **PRAYER FOR RELIEF**

18 Plaintiff demands against each of the Defendants as follows:

- 19 1. A permanent injunction mandating Proposition 65-compliant warnings;  
20 2. Penalties pursuant to Health and Safety Code Section 25249.7, subdivision (b);  
21 3. Costs of suit;  
22 4. Reasonable attorney fees and costs; and  
23 5. Any further relief that the court may deem just and equitable.

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1 Dated: April 7, 2023

YEROUSHALMI & YEROUSHALMI\*

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3  
4 /s/ Reuben Yeroushalmi  
5 Reuben Yeroushalmi  
6 Attorneys for Plaintiff,  
7 CONSUMER ADVOCACY GROUP, INC.  
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