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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 KREASSIVE, INC., a California
17 Corporation;

18 KREASSIVE, LLC, a California Limited
19 Liability Company;

20 AMAZON.COM SERVICES, LLC, a
21 Delaware Limited Liability Company;

22 AMAZON.COM SERVICES, INC., a
23 Delaware Corporation

24 and DOES 1-80,

25 Defendants.

CASE NO. **23CV039473**

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)

26 Plaintiff CONSUMER ADVOCACY GROUP, INC. alleges ten causes of action against
27 defendants KREASSIVE, INC.; KREASSIVE, LLC; AMAZON.COM SERVICES, LLC,
28 AMAZON.COM SERVICES, INC., and DOES 1-80 as follows:

THE PARTIES

1. Plaintiff CONSUMER ADVOCACY GROUP, INC. (“Plaintiff” or “CAG”) is an organization qualified to do business in the State of California. CAG is a person within the meaning of Health and Safety Code Section 25249.11, subdivision (a). CAG, acting as a private attorney general, brings this action in the public interest as defined under Health and Safety Code Section 25249.7, subdivision (d).
2. Defendant KREASSIVE, INC. (“KREASSIVE INC.”) is a California Corporation, qualified to do business and doing business in the State of California at all relevant times herein.
3. Defendant KREASSIVE, LLC (“KREASSIVE LLC”) is a California Limited Liability Company, qualified to do business and doing business in the State of California at all relevant times herein.
4. Defendant AMAZON.COM SERVICES, LLC (“AMAZON.COM LLC”) is a Delaware Limited Liability Company, qualified to do business in Delaware and doing business in the State of California at all relevant times herein.
5. Defendant AMAZON.COM SERVICES, INC. (“AMAZON.COM, INC.”) is a Delaware Corporation, qualified to do business in Delaware and doing business in the State of California at all relevant times herein.
6. Plaintiff is presently unaware of the true names and capacities of defendants DOES 1-80, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed, believes, and thereon alleges that each fictitiously named defendant is responsible in some manner for the occurrences herein alleged and the damages caused thereby.
7. At all times mentioned herein, the term “Defendants” includes KREASSIVE INC., KREASSIVE LLC, AMAZON.COM LLC, AMAZON.COM, INC., and DOES 1-80.

- 1 8. Plaintiff is informed and believes, and thereon alleges that each of the Defendants at all
2 times mentioned herein have conducted business within the State of California.
- 3 9. Upon information and belief, at all times relevant to this action, each of the Defendants,
4 including DOES 1-80, was an agent, servant, or employee of each of the other
5 Defendants. In conducting the activities alleged in this Complaint, each of the
6 Defendants was acting within the course and scope of this agency, service, or
7 employment, and was acting with the consent, permission, and authorization of each of
8 the other Defendants. All actions of each of the Defendants alleged in this Complaint
9 were ratified and approved by every other Defendant or their officers or managing
10 agents. Alternatively, each of the Defendants aided, conspired with and/or facilitated the
11 alleged wrongful conduct of each of the other Defendants.
- 12 10. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each of the
13 Defendants was a person doing business within the meaning of Health and Safety Code
14 Section 25249.11, subdivision (b), and that each of the Defendants had ten (10) or more
15 employees at all relevant times.

JURISDICTION

- 17 11. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article
18 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except
19 those given by statute to other trial courts. This Court has jurisdiction over this action
20 pursuant to Health and Safety Code Section 25249.7, which allows enforcement of
21 violations of Proposition 65 in any Court of competent jurisdiction.
- 22 12. This Court has jurisdiction over Defendants named herein because Defendants either
23 reside or are located in this State or are foreign corporations authorized to do business in
24 California, are registered with the California Secretary of State, or who do sufficient
25 business in California, have sufficient minimum contacts with California, or otherwise
26 intentionally avail themselves of the markets within California through their
27 manufacture, distribution, promotion, marketing, or sale of their products within
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1 California to render the exercise of jurisdiction by the California courts permissible
2 under traditional notions of fair play and substantial justice.

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

7 **BACKGROUND AND PRELIMINARY FACTS**

- 8 14. In 1986, California voters approved an initiative to address growing concerns about
9 exposure to toxic chemicals and declared their right “[t]o be informed about exposures to
10 chemicals that cause cancer, birth defects, or other reproductive harm.” Ballot Pamp.,
11 Proposed Law, Gen. Elec. (Nov. 4, 1986) at p. 3. The initiative, The Safe Drinking
12 Water and Toxic Enforcement Act of 1986, codified at Health and Safety Code Sections
13 25249.5, *et seq.* (“Proposition 65”), helps to protect California’s drinking water sources
14 from contamination, to allow consumers to make informed choices about the products
15 they buy, and to enable persons to protect themselves from toxic chemicals as they see
16 fit.

- 17 15. Proposition 65 requires the Governor of California to publish a list of chemicals known
18 to the state to cause cancer, birth defects, or other reproductive harm. *Health & Safety*
19 *Code* § 25249.8. The list, which the Governor updates at least once a year, contains over
20 700 chemicals and chemical families. Proposition 65 imposes warning requirements and
21 other controls that apply to Proposition 65-listed chemicals.

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

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- 1 17. Proposition 65 provides that any person "violating or threatening to violate" the statute
2 may be enjoined in any court of competent jurisdiction. *Health & Safety Code* §
3 25249.7. "Threaten to violate" means "to create a condition in which there is a
4 substantial probability that a violation will occur." *Health & Safety Code* § 25249.11(e).
5 Defendants are also liable for civil penalties of up to \$2,500.00 per day per violation,
6 recoverable in a civil action. *Health & Safety Code* § 25249.7(b).
- 7 18. Plaintiff identified certain practices of manufacturers and distributors of Fried Squid and
8 Roasted Squid; Fish & Chips Snacks; Nori Seaweed; Dried Shrimp; Roasted Squid; Fried
9 Baby Crab; Dried Edible Green Fennel; Dried Korean Thistle; Roasted Squid of
10 exposing, knowingly and intentionally, persons in California to Lead and Lead
11 Compounds, Cadmium and Cadmium Compounds of such products without first
12 providing clear and reasonable warnings of such to the exposed persons prior to the time
13 of exposure. Plaintiff later discerned that Defendants engaged in such practice.
- 14 19. On October 1, 1992 the Governor of California added Lead and Lead Compounds
15 ("Lead") to the list of chemicals known to the State to cause cancer (*Cal. Code Regs.* tit.
16 27, § 27001(b)). Pursuant to Health and Safety Code Sections 25249.9 and 25249.10,
17 twenty (20) months after addition of Lead to the list of chemicals known to the State to
18 cause cancer, Lead became fully subject to Proposition 65 warning requirements and
19 discharge prohibitions.
- 20 20. On February 27, 1987, the Governor of California added Lead to the list of chemicals
21 known to the State to cause developmental and reproductive toxicity (*Cal. Code Regs.*
22 tit. 27, § 27001(c)). Lead is known to the State to cause developmental, female, and
23 male reproductive toxicity. Pursuant to Health and Safety Code Sections 25249.9 and
24 25249.10, twenty (20) months after addition of Lead to the list of chemicals known to
25 the State to cause developmental and reproductive toxicity, Lead became fully subject to
26 Proposition 65 warning requirements and discharge prohibitions.

1 21. On October 1, 1987 the Governor of California added Cadmium and Cadmium
2 Compounds (“Cadmium”) to the list of chemicals known to the State to cause cancer
3 (*Cal. Code Regs.* tit. 27, § 27001(b)). Pursuant to Health and Safety Code Sections
4 25249.9 and 25249.10, twenty (20) months after addition of Cadmium to the list of
5 chemicals known to the State to cause cancer, Cadmium became fully subject to
6 Proposition 65 warning requirements and discharge prohibitions.

7 22. On May 1, 1997, the Governor of California added Cadmium to the list of chemicals
8 known to the State to cause developmental and reproductive toxicity (*Cal. Code Regs.*
9 tit. 27, § 27001(c)). Cadmium is known to the State to cause developmental, and male
10 reproductive toxicity. Pursuant to Health and Safety Code Sections 25249.9 and
11 25249.10, twenty (20) months after addition of Cadmium to the list of chemicals known
12 to the State to cause developmental and reproductive toxicity, Cadmium became fully
13 subject to Proposition 65 warning requirements and discharge prohibitions.

14 **SATISFACTION OF PRIOR NOTICE**

15 23. Plaintiff served the following notices for alleged violations of Health and Safety Code
16 Section 25249.6, concerning consumer products exposures:

17 a. On or about June 16, 2021, 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 KREASSIVE INC., AMAZON.COM, INC., and to
20 the California Attorney General, County District Attorneys, and City Attorneys
21 for each city containing a population of at least 750,000 people in whose
22 jurisdictions the violations allegedly occurred, concerning Fried Squid and
23 Roasted Squid.

24 b. On or about July 2, 2021, Plaintiff gave notice of alleged violations of Health
25 and Safety Code Section 25249.6, concerning consumer products exposures
26 subject to a private action to KREASSIVE LLC, AMAZON.COM, INC., and to
27 the California Attorney General, County District Attorneys, and City Attorneys

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1 for each city containing a population of at least 750,000 people in whose
2 jurisdictions the violations allegedly occurred, concerning the Fish & Chips
3 Snacks.

4 c. On or about August 2, 2021, Plaintiff gave notice of alleged violations of Health
5 and Safety Code Section 25249.6, concerning consumer products exposures
6 subject to a private action to KREASSIVE INC., AMAZON.COM, INC., and to
7 the California Attorney General, County District Attorneys, and City Attorneys
8 for each city containing a population of at least 750,000 people in whose
9 jurisdictions the violations allegedly occurred, concerning the Nori Seaweed.

10 d. On or about August 20, 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 KREASSIVE INC., AMAZON.COM,
13 INC., and to the California Attorney General, County District Attorneys, and
14 City Attorneys for each city containing a population of at least 750,000 people
15 in whose jurisdictions the violations allegedly occurred, concerning the Dried
16 Shrimp.

17 e. On or about November 19, 2021, Plaintiff gave notice of alleged violations of
18 Health and Safety Code Section 25249.6, concerning consumer products
19 exposures subject to a private action to KREASSIVE INC., AMAZON.COM
20 LLC, AMAZON.COM, INC., and to the California Attorney General, County
21 District Attorneys, and City Attorneys for each city containing a population of at
22 least 750,000 people in whose jurisdictions the violations allegedly occurred,
23 concerning the Roasted Squid.

24 f. On or about December 23, 2021, 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 KREASSIVE LLC, AMAZON.COM
27 LLC, AMAZON.COM, INC., 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 the Fried Baby Crab.

4 g. On or about January 12, 2022, Plaintiff gave notice of alleged violations of
5 Health and Safety Code Section 25249.6, concerning consumer products
6 exposures subject to a private action to KREASSIVE LLC, KREASSIVE INC.,
7 AMAZON.COM LLC, AMAZON.COM, INC. and to the California Attorney
8 General, County District Attorneys, and City Attorneys for each city containing
9 a population of at least 750,000 people in whose jurisdictions the violations
10 allegedly occurred, concerning the Dried Edible Green Fennel.

11 h. On or about November 3, 2022, Plaintiff gave notice of alleged violations of
12 Health and Safety Code Section 25249.6, concerning consumer products
13 exposures subject to a private action to KREASSIVE LLC, AMAZON.COM
14 LLC, and to the California Attorney General, County District Attorneys, and
15 City Attorneys for each city containing a population of at least 750,000 people
16 in whose jurisdictions the violations allegedly occurred, concerning the Roasted
17 Squid.

18 24. Before sending the notice of alleged violations, Plaintiff investigated the consumer
19 products involved, the likelihood that such products would cause users to suffer
20 significant exposures to Lead and Cadmium, and the corporate structure of each of the
21 Defendants.

22 25. Plaintiff's notice of alleged violation included a Certificate of Merit executed by the
23 attorney for the noticing party, CAG. The Certificate of Merit stated that the attorney for
24 Plaintiff who executed the certificate had consulted with at least one person with relevant
25 and appropriate expertise who reviewed data regarding the exposures to Lead and
26 Cadmium, the subject Proposition 65-listed chemical of this action. Based on that
27 information, the attorney for Plaintiff who executed the Certificate of Merit believed
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1 there was a reasonable and meritorious case for this private action. The attorney for
2 Plaintiff attached to the Certificate of Merit served on the Attorney General the
3 confidential factual information sufficient to establish the basis of the Certificate of
4 Merit.

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

8 27. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff
9 gave notice of the alleged violations to KREASSIVE INC., KREASSIVE LLC,
10 AMAZON.COM LLC, AMAZON.COM, INC., and the public prosecutors referenced in
11 Paragraph 23.

12 28. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General, nor
13 any applicable district attorney or city attorney has commenced and is diligently
14 prosecuting an action against the Defendants.

15 **FIRST CAUSE OF ACTION**

16 **(By CONSUMER ADVOCACY GROUP, INC. and against KREASSIVE INC.,**
17 **AMAZON.COM, INC., and DOES 1-10 for Violations of Proposition 65, The Safe**
18 **Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code*, §§**
19 **25249.5, *et seq.*))**

20 **Dried Seafood I**

21 29. Plaintiff repeats and incorporates by reference paragraphs 1 through 28 of this complaint
22 as though fully set forth herein.

23 30. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
24 distributor, promoter, or retailer of Fried Squid and Roasted Squid ("Squid"), including
25 but not limited to • "Fried Squid"; "Net Weight: 0.88 lbs (40g); "UPC 8 809389
26 490363"; "Product of Korea";
27 • "Roasted Squid"; "Net Weight: 0.55 lbs (25g); "UPC 8 809389 490608"; "Product of
28 Korea".

1 31. Squid contains Lead and Cadmium.

2 32. Defendants knew or should have known that Lead and Cadmium has been identified by
3 the State of California as a chemical known to cause cancer, and reproductive toxicity
4 and therefore was subject to Proposition 65 warning requirements. Defendants were also
5 informed of the presence of Lead and Cadmium in Squid within Plaintiff's notice of
6 alleged violations further discussed above at Paragraph 23a.

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

13 34. Plaintiff is informed, believes, and thereon alleges that between June 16, 2018 and the
14 present, each of the Defendants knowingly and intentionally exposed California
15 consumers and users of Squid, which Defendants manufactured, distributed, or sold as
16 mentioned above, to Lead and Cadmium, without first providing any type of clear and
17 reasonable warning of such to the exposed persons before the time of exposure.
18 Defendants have distributed and sold Squid in California. Defendants know and intend
19 that California consumers will use and consume Squid, thereby exposing them to Lead
20 and Cadmium. Further, Plaintiff is informed, believes, and thereon alleges that
21 Defendants are selling Squid under a brand or trademark that is owned or licensed by the
22 Defendants or an entity affiliated thereto; have knowingly introduced Lead and
23 Cadmium into Squid or knowingly caused Lead and Cadmium to be created in Squid;
24 have covered, obscured or altered a warning label that has been affixed to Squid by the
25 manufacturer, producer, packager, importer, supplier or distributor of Squid; have
26 received a notice and warning materials for exposure from Squid without conspicuously
27 posting or displaying the warning materials; and/or have actual knowledge of potential
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1 exposure to Lead and Cadmium from Squid. Defendants thereby violated Proposition
2 65.

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

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

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

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

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

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23 **SECOND CAUSE OF ACTION**

24 **(By CONSUMER ADVOCACY GROUP, INC. and against KREASSIVE LLC,
25 AMAZON.COM, INC., and DOES 11-20 for Violations of Proposition 65, The Safe
26 Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code, §§
25249.5, et seq.*))**

27 **Seafood Snacks**

1 40. Plaintiff repeats and incorporates by reference paragraphs 1 through 39 of this complaint
2 as though fully set forth herein.

3 41. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
4 distributor, promoter, or retailer of Fish & Chips Snacks ("Fish & Chips"), including but
5 not limited to "Fried Sea Fish & Chips"; "Net Wt 1.5 oz (42.5g)"; "Crispy! Tasty!
6 Yummy"; "UPC 8 809389 491926"; "Product of Korea".

7 42. Fish & Chips contains Lead.

8 43. Defendants knew or should have known that Lead has been identified by the State of
9 California as a chemical known to cause cancer, and reproductive toxicity and therefore
10 was subject to Proposition 65 warning requirements. Defendants were also informed of
11 the presence of Lead in Fish & Chips within Plaintiff's notice of alleged violations
12 further discussed above at Paragraph 23b.

13 44. Plaintiff's allegations regarding Fish & Chips concerns "[c]onsumer products
14 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,
15 storage, consumption, or other reasonably foreseeable use of a consumer good, or any
16 exposure that results from receiving a consumer service." *Cal. Code Regs. tit. 27, §*
17 *25602(b)*. Fish & Chips are consumer products, and, as mentioned herein, exposures to
18 Lead took place as a result of such normal and foreseeable consumption and use.

19 45. Plaintiff is informed, believes, and thereon alleges that between July 2, 2018, and the
20 present, each of the Defendants knowingly and intentionally exposed California
21 consumers and users of Fish & Chips, which Defendants manufactured, distributed, or
22 sold as mentioned above, to Lead, without first providing any type of clear and
23 reasonable warning of such to the exposed persons before the time of exposure.
24 Defendants have distributed and sold Fish & Chips in California. Defendants know and
25 intend that California consumers will use and consume Fish & Chips, thereby exposing
26 them to Lead. Further, Plaintiff is informed, believes, and thereon alleges that
27 Defendants are selling Fish & Chips under a brand or trademark that is owned or
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1 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced
2 Lead into Fish & Chips or knowingly caused Lead to be created in Fish & Chips; have
3 covered, obscured or altered a warning label that has been affixed to Fish & Chips by the
4 manufacturer, producer, packager, importer, supplier or distributor of Fish & Chips; have
5 received a notice and warning materials for exposure from Fish & Chips without
6 conspicuously posting or displaying the warning materials; and/or have actual
7 knowledge of potential exposure to Lead from Fish & Chips. Defendants thereby
8 violated Proposition 65.

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

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

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

24 49. Based on the allegations herein, Defendants are liable for civil penalties of up to
25 \$2,500.00 per day per individual exposure to Lead from Fish & Chips, pursuant to
26 Health and Safety Code Section 25249.7(b).

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

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4 **THIRD CAUSE OF ACTION**

5 **(By CONSUMER ADVOCACY GROUP, INC. and against KREASSIVE INC.,**
6 **AMAZON.COM, INC., and DOES 21-30 for Violations of Proposition 65, The Safe**
7 **Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code, §§***
8 **25249.5, *et seq.*))**

9 **Seaweed**

10 51. Plaintiff repeats and incorporates by reference paragraphs 1 through 50 of this complaint
11 as though fully set forth herein.

12 52. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
13 distributor, promoter, or retailer of Nori Seaweed, including but not limited to "100
14 Roasted Kimbap Kim"; "[SUN IL Seafood] Nori seaweed sheets 100 pcs"; "Net Wt. 250
15 grams"; "UPC 8 803807 88111 5"; "X002MKODKF"; "Product of Korea".

16 53. Nori Seaweed contains Lead and Cadmium.

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

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

1 56. Plaintiff is informed, believes, and thereon alleges that between August 2, 2018 and the
2 present, each of the Defendants knowingly and intentionally exposed California
3 consumers and users of Nori Seaweed, which Defendants manufactured, distributed, or
4 sold as mentioned above, to Lead and Cadmium, without first providing any type of clear
5 and reasonable warning of such to the exposed persons before the time of exposure.

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

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

24 58. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of
25 Proposition 65 as to Nori Seaweed 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 Nori
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1 Seaweed, so that a separate and distinct violation of Proposition 65 occurred each and
2 every time a person was exposed to Lead and Cadmium by Nori Seaweed as mentioned
3 herein.

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

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

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

12 **FOURTH CAUSE OF ACTION**

13 **(By CONSUMER ADVOCACY GROUP, INC. and against KREASSIVE INC.,**
14 **AMAZON.COM, INC. and DOES 31-40 for Violations of Proposition 65, The Safe**
15 **Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code, §§***
16 **25249.5, *et seq.*))**

17 **Dried Seafood II**

18 62. Plaintiff repeats and incorporates by reference paragraphs 1 through 61 of this complaint
19 as though fully set forth herein.

20 63. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
21 distributor, promoter, or retailer of Dried Shrimp, including but not limited to "Delicious
22 Dried Shrimp"; "Fried Shrimp"; "Net Weight: 0.55 lbs (25g)"; "UPC 8 809389 490721";
23 "Product of Korea".

24 64. Dried Shrimp contains Lead.

25 65. Defendants knew or should have known that Lead has been identified by the State of
26 California as a chemical known to cause cancer, and reproductive toxicity and therefore
27 was subject to Proposition 65 warning requirements. Defendants were also informed of
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1 the presence of Lead in Dried Shrimp within Plaintiff's notice of alleged violations
2 further discussed above at Paragraph 23d.

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

9 67. Plaintiff is informed, believes, and thereon alleges that between August 20, 2018 and the
10 present, each of the Defendants knowingly and intentionally exposed California
11 consumers and users of Dried Shrimp, which Defendants manufactured, distributed, or
12 sold as mentioned above, to Lead, without first providing any type of clear and
13 reasonable warning of such to the exposed persons before the time of exposure.

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

26 68. The principal routes of exposure are through dermal contact, ingestion and inhalation.
27 Persons sustain exposures by handling Dried Shrimp without wearing gloves or any
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1 other personal protective equipment, or by touching bare skin or mucous membranes
2 with gloves after handling Dried Shrimp, as well as through direct and indirect hand to
3 mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed
4 from Dried Shrimp.

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

11 70. 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 71. 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 from Dried Shrimp, pursuant to
16 Health and Safety Code Section 25249.7(b).

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

19
20 **FIFTH CAUSE OF ACTION**

21 **(By CONSUMER ADVOCACY GROUP, INC. and against KREASSIVE INC.,**
22 **AMAZON.COM, INC., AMAZON.COM LLC and DOES 41-50 for Violations of**
23 **Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986**
24 **(Health & Safety Code, §§ 25249.5, et seq.)**

25 **Dried Seafood III**

26 73. Plaintiff repeats and incorporates by reference paragraphs 1 through 72 of this complaint
27 as though fully set forth herein.

28 74. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
distributor, promoter, or retailer of Roasted Squid, including but not limited to "Roasted

1 Squid"; "King-Sized Squid Leg"; "Net Weight: 0.55 lbs (25g)"; "UPC 8 809389
2 490608"; "Product of Korea".

3 75. Roasted Squid contains Cadmium.

4 76. Defendants knew or should have known that Cadmium has been identified by the State
5 of California as a chemical known to cause cancer, and reproductive toxicity and
6 therefore was subject to Proposition 65 warning requirements. Defendants were also
7 informed of the presence of Cadmium in Roasted Squid within Plaintiff's notice of
8 alleged violations further discussed above at Paragraph 23e.

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

15 78. Plaintiff is informed, believes, and thereon alleges that between November 19, 2018 and
16 the present, each of the Defendants knowingly and intentionally exposed California
17 consumers and users of Roasted Squid, which Defendants manufactured, distributed, or
18 sold as mentioned above, to Cadmium, without first providing any type of clear and
19 reasonable warning of such to the exposed persons before the time of exposure.

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

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1 of Roasted Squid; have received a notice and warning materials for exposure from
2 Roasted Squid without conspicuously posting or displaying the warning materials; and/or
3 have actual knowledge of potential exposure to Cadmium from Roasted Squid.

4 Defendants thereby violated Proposition 65.

5 79. The principal routes of exposure are through dermal contact, ingestion and inhalation.

6 Persons sustain exposures by handling Roasted Squid without wearing gloves or any
7 other personal protective equipment, or by touching bare skin or mucous membranes
8 with gloves after handling Roasted Squid, as well as through direct and indirect hand to
9 mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed
10 from Roasted Squid.

11 80. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of

12 Proposition 65 as to Roasted Squid have been ongoing and continuous, as Defendants
13 engaged and continue to engage in conduct which violates Health and Safety Code
14 Section 25249.6, including the manufacture, distribution, promotion, and sale of Roasted
15 Squid, so that a separate and distinct violation of Proposition 65 occurred each and every
16 time a person was exposed to Cadmium by Roasted Squid as mentioned herein.

17 81. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65

18 mentioned herein is ever continuing. Plaintiff further alleges and believes that the
19 violations alleged herein will continue to occur into the future.

20 82. Based on the allegations herein, Defendants are liable for civil penalties of up to

21 \$2,500.00 per day per individual exposure to Cadmium from Roasted Squid, pursuant to
22 Health and Safety Code Section 25249.7(b).

23 83. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to

24 filing this Complaint.

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26 **SIXTH CAUSE OF ACTION**

27 **(By CONSUMER ADVOCACY GROUP, INC. and against KREASSIVE LLC,
28 AMAZON.COM, INC., AMAZON.COM LLC and DOES 51-60 for Violations of
Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986
(Health & Safety Code, §§ 25249.5, et seq.))**

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COMPLAINT FOR VIOLATION OF PROPOSITION 65, THE SAFE DRINKING WATER AND TOXIC
ENFORCEMENT ACT OF 1986 (HEALTH AND SAFETY CODE § 25249.5, ET SEQ.)

Fried Seafood

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2 84. Plaintiff repeats and incorporates by reference paragraphs 1 through 83 of this complaint
3 as though fully set forth herein.

4 85. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
5 distributor, promoter, or retailer of Fried Baby Crab "Baby Crab", including but not
6 limited to "Fried Baby Crab with Beer; 1.05 oz (30g); (100%) 40.97% Jan.31.2022;
7 Distributed by Kreassive LLC; UPC 8809389490707; Product of Korea".

8 86. Baby Crab contains Lead.

9 87. Defendants knew or should have known that Lead has been identified by the State of
10 California as a chemical known to cause cancer, and reproductive toxicity and therefore
11 was subject to Proposition 65 warning requirements. Defendants were also informed of
12 the presence of Lead in Baby Crab within Plaintiff's notice of alleged violations further
13 discussed above at Paragraph 23f.

14 88. Plaintiff's allegations regarding Roasted Squid 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)*. Baby Crab is consumer products, and, as mentioned herein, exposures to Lead
19 took place as a result of such normal and foreseeable consumption and use.

20 89. Plaintiff is informed, believes, and thereon alleges that between December 23, 2018 and
21 the present, each of the Defendants knowingly and intentionally exposed California
22 consumers and users of Baby Crab, which Defendants manufactured, distributed, or sold
23 as mentioned above, to Lead, without first providing any type of clear and reasonable
24 warning of such to the exposed persons before the time of exposure. Defendants have
25 distributed and sold Baby Crab in California. Defendants know and intend that
26 California consumers will use and consume Baby Crab, thereby exposing them to Lead.
27 Further, Plaintiff is informed, believes, and thereon alleges that Defendants are selling
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1 Baby Crab under a brand or trademark that is owned or licensed by the Defendants or an
2 entity affiliated thereto; have knowingly introduced Lead into Baby Crab or knowingly
3 caused Lead to be created in Baby Crab; have covered, obscured or altered a warning
4 label that has been affixed to Baby Crab by the manufacturer, producer, packager,
5 importer, supplier or distributor of Baby Crab; have received a notice and warning
6 materials for exposure from Baby Crab without conspicuously posting or displaying the
7 warning materials; and/or have actual knowledge of potential exposure to Lead from
8 Baby Crab. Defendants thereby violated Proposition 65.

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

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

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

24 93. Based on the allegations herein, Defendants are liable for civil penalties of up to
25 \$2,500.00 per day per individual exposure to Lead from Baby Crab, pursuant to Health
26 and Safety Code Section 25249.7(b).

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

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4 **SEVENTH CAUSE OF ACTION**

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

9 **Fennel**

10 95. Plaintiff repeats and incorporates by reference paragraphs 1 through 94 of this complaint
11 as though fully set forth herein.

12 96. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
13 distributor, promoter, or retailer of Dried Edible Green Fennel ("Fennel"), including but
14 not limited to "Dried Edible Green - Bangpung;" "JeollaNamdo;" "Necipe;" "Distributed
15 by: Kreassive LLC;" "Product of Korea;" "Net Weight: 3.52oz(100g);" "Expiray Date:
16 2022.12.03;"

17 97. Fennel contains Lead.

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

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

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

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

23 102. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations
24 of Proposition 65 as to Fennel have been ongoing and continuous, as Defendants
25 engaged and continue to engage in conduct which violates Health and Safety Code
26 Section 25249.6, including the manufacture, distribution, promotion, and sale of Fennel,
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1 so that a separate and distinct violation of Proposition 65 occurred each and every time a
2 person was exposed to Lead by Fennel as mentioned herein.

3 103. 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.

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

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

11 **EIGHTH CAUSE OF ACTION**

12 **(By CONSUMER ADVOCACY GROUP, INC. and against KREASSIVE LLC,**
13 **AMAZON.COM LLC and DOES781-80 for Violations of Proposition 65, The Safe**
14 **Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code, §§***
25249.5, *et seq.*)

15 **Seafood Snack**

16 106. Plaintiff repeats and incorporates by reference paragraphs 1 through 105 of this
17 complaint as though fully set forth herein.

18 107. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
19 distributor, promoter, or retailer of Roasted Squid, including but not limited "Roasted
20 Squid"; King-Sized Leg"; Net Wt. 0.055 lbs. (25g)"; "Jsn.11.2023"; "Product of Korea";
21 Distributed By Kreassive LLC"; "UPC 8 809389 490608".

22 108. Roasted Squid contains Cadmium.

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

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1 110. Plaintiff's allegations regarding Roasted Squid 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)*. Roasted Squid is consumer products, and, as mentioned herein, exposures to
6 Cadmium took place as a result of such normal and foreseeable consumption and use.

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

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

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

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

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

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

17 **PRAYER FOR RELIEF**

18 Plaintiff demands against each of the Defendants as follows:

19 117. A permanent injunction mandating Proposition 65-compliant warnings;

20 118. Penalties pursuant to Health and Safety Code Section 25249.7, subdivision (b);

21 119. Costs of suit;

22 120. Reasonable attorney fees and costs; and

23 121. Any further relief that the court may deem just and equitable.

24
25 Dated: July 26, 2023

YEROUSHALMI & YEROUSHALMI*

26
27 /s/ Reuben Yeroushalmi

Reuben Yeroushalmi
Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

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