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County of Alameda
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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF ALAMEDA**

11 CONSUMER ADVOCACY GROUP, INC.,
in the public interest,

12 Plaintiff,

14 v.

15 KREASSIVE, INC., a California
Corporation;
16 KREASSIVE, LLC, a California Limited
Liability Company;
17 AMAZON.COM SERVICES, LLC, a
18 Delaware Limited Liability Company;
and DOES 1-40,

19 Defendants.

CASE NO. **22CV024552**

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)

24 Plaintiff CONSUMER ADVOCACY GROUP, INC. alleges four causes of action
25 against defendants KREASSIVE, INC.; KREASSIVE, LLC; AMAZON.COM SERVICES,
26 LLC, and DOES 1-40 as follows:

27 **THE PARTIES**

- 1 1. Plaintiff CONSUMER ADVOCACY GROUP, INC. (“Plaintiff” or “CAG”) is an
2 organization qualified to do business in the State of California. CAG is a person within
3 the meaning of Health and Safety Code Section 25249.11, subdivision (a). CAG, acting
4 as a private attorney general, brings this action in the public interest as defined under
5 Health and Safety Code Section 25249.7, subdivision (d).
- 6 2. Defendant KREASSIVE, INC. (“KREASSIVE INC.”) is a California Corporation,
7 qualified to do business and doing business in the State of California at all relevant times
8 herein.
- 9 3. Defendant KREASSIVE, LLC (“KREASSIVE LLC”) is a California Limited Liability
10 Company, qualified to do business and doing business in the State of California at all
11 relevant times herein.
- 12 4. Defendant AMAZON.COM SERVICES, LLC (“AMAZON.COM LLC”) is a Delaware
13 Limited Liability Company, qualified to do business in Delaware and doing business in
14 the State of California at all relevant times herein.
- 15 5. Plaintiff is presently unaware of the true names and capacities of defendants DOES 1-40,
16 and therefore sues these defendants by such fictitious names. Plaintiff will amend this
17 Complaint to allege their true names and capacities when ascertained. Plaintiff is
18 informed, believes, and thereon alleges that each fictitiously named defendant is
19 responsible in some manner for the occurrences herein alleged and the damages caused
20 thereby.
- 21 6. At all times mentioned herein, the term “Defendants” includes KREASSIVE INC.,
22 KREASSIVE LLC, AMAZON.COM LLC, and DOES 1-40.
- 23 7. Plaintiff is informed and believes, and thereon alleges that each of the Defendants at all
24 times mentioned herein have conducted business within the State of California.
- 25 8. Upon information and belief, at all times relevant to this action, each of the Defendants,
26 including DOES 1-40, was an agent, servant, or employee of each of the other
27 Defendants. In conducting the activities alleged in this Complaint, each of the
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1 Defendants was acting within the course and scope of this agency, service, or
2 employment, and was acting with the consent, permission, and authorization of each of
3 the other Defendants. All actions of each of the Defendants alleged in this Complaint
4 were ratified and approved by every other Defendant or their officers or managing
5 agents. Alternatively, each of the Defendants aided, conspired with and/or facilitated the
6 alleged wrongful conduct of each of the other Defendants.

- 7 9. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each of the
8 Defendants was a person doing business within the meaning of Health and Safety Code
9 Section 25249.11, subdivision (b), and that each of the Defendants had ten (10) or more
10 employees at all relevant times.

11 **JURISDICTION**

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

- 17 11. This Court has jurisdiction over Defendants named herein because Defendants either
18 reside or are located in this State or are foreign corporations authorized to do business in
19 California, are registered with the California Secretary of State, or who do sufficient
20 business in California, have sufficient minimum contacts with California, or otherwise
21 intentionally avail themselves of the markets within California through their
22 manufacture, distribution, promotion, marketing, or sale of their products within
23 California to render the exercise of jurisdiction by the California courts permissible
24 under traditional notions of fair play and substantial justice.

- 25 12. Venue is proper in the County of Alameda because one or more of the instances of
26 wrongful conduct occurred, and continues to occur, in the County of Alameda and/or

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1 because Defendants conducted, and continue to conduct, business in the County of
2 Alameda with respect to the consumer product that is the subject of this action.

3 **BACKGROUND AND PRELIMINARY FACTS**

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

13 14. Proposition 65 requires the Governor of California to publish a list of chemicals known
14 to the state to cause cancer, birth defects, or other reproductive harm. *Health & Safety*
15 *Code* § 25249.8. The list, which the Governor updates at least once a year, contains over
16 700 chemicals and chemical families. Proposition 65 imposes warning requirements and
17 other controls that apply to Proposition 65-listed chemicals.

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

24 16. Proposition 65 provides that any person "violating or threatening to violate" the statute
25 may be enjoined in any court of competent jurisdiction. *Health & Safety Code* §
26 25249.7. "Threaten to violate" means "to create a condition in which there is a
27 substantial probability that a violation will occur." *Health & Safety Code* § 25249.11(e).

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1 Defendants are also liable for civil penalties of up to \$2,500.00 per day per violation,
2 recoverable in a civil action. *Health & Safety Code* § 25249.7(b).

3 17. Plaintiff identified certain practices of manufacturers and distributors of Dried Aster;
4 Dried Thistle; Dried Edible Green; Korean Veggie Mix of exposing, knowingly and
5 intentionally, persons in California to Lead and Lead Compounds, Cadmium and
6 Cadmium Compounds of such products without first providing clear and reasonable
7 warnings of such to the exposed persons prior to the time of exposure. Plaintiff later
8 discerned that Defendants engaged in such practice.

9 18. On October 1, 1992 the Governor of California added Lead and Lead Compounds
10 (“Lead”) to the list of chemicals known to the State to cause cancer (*Cal. Code Regs.* tit.
11 27, § 27001(b)). Pursuant to Health and Safety Code Sections 25249.9 and 25249.10,
12 twenty (20) months after addition of Lead to the list of chemicals known to the State to
13 cause cancer, Lead became fully subject to Proposition 65 warning requirements and
14 discharge prohibitions.

15 19. On February 27, 1987, the Governor of California added Lead to the list of chemicals
16 known to the State to cause developmental and reproductive toxicity (*Cal. Code Regs.*
17 tit. 27, § 27001(c)). Lead is known to the State to cause developmental, female, and
18 male reproductive toxicity. Pursuant to Health and Safety Code Sections 25249.9 and
19 25249.10, twenty (20) months after addition of Lead to the list of chemicals known to
20 the State to cause developmental and reproductive toxicity, Lead became fully subject to
21 Proposition 65 warning requirements and discharge prohibitions.

22 20. On October 1, 1987 the Governor of California added Cadmium and Cadmium
23 Compounds (“Cadmium”) to the list of chemicals known to the State to cause cancer
24 (*Cal. Code Regs.* tit. 27, § 27001(b)). Pursuant to Health and Safety Code Sections
25 25249.9 and 25249.10, twenty (20) months after addition of Cadmium to the list of
26 chemicals known to the State to cause cancer, Cadmium became fully subject to
27 Proposition 65 warning requirements and discharge prohibitions.

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1 21. On May 1, 1997, the Governor of California added Cadmium to the list of chemicals
2 known to the State to cause developmental and reproductive toxicity (*Cal. Code Regs.*
3 tit. 27, § 27001(c)). Cadmium is known to the State to cause developmental, and male
4 reproductive toxicity. Pursuant to Health and Safety Code Sections 25249.9 and
5 25249.10, twenty (20) months after addition of Cadmium to the list of chemicals known
6 to the State to cause developmental and reproductive toxicity, Cadmium became fully
7 subject to Proposition 65 warning requirements and discharge prohibitions.

8 **SATISFACTION OF PRIOR NOTICE**

9 22. Plaintiff served the following notices for alleged violations of Health and Safety Code
10 Section 25249.6, concerning consumer products exposures:

- 11 a. On or about July 22, 2022, Plaintiff gave notice of alleged violations of Health
12 and Safety Code Section 25249.6, concerning consumer products exposures
13 subject to a private action to KREASSIVE INC., KREASSIVE LLC,
14 AMAZON.COM LLC, and to the California Attorney General, County District
15 Attorneys, and City Attorneys for each city containing a population of at least
16 750,000 people in whose jurisdictions the violations allegedly occurred,
17 concerning the Dried Aster and Dried Thistle.
- 18 b. On or about July 22, 2022, Plaintiff gave notice of alleged violations of Health
19 and Safety Code Section 25249.6, concerning consumer products exposures
20 subject to a private action to KREASSIVE INC., KREASSIVE LLC,
21 AMAZON.COM LLC, and to the California Attorney General, County District
22 Attorneys, and City Attorneys for each city containing a population of at least
23 750,000 people in whose jurisdictions the violations allegedly occurred,
24 concerning the Dried Edible Green.
- 25 c. On or about September 1, 2022, Plaintiff gave notice of alleged violations of
26 Health and Safety Code Section 25249.6, concerning consumer products
27 exposures subject to a private action to KREASSIVE INC., KREASSIVE LLC,
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1 AMAZON.COM LLC, and to the California Attorney General, County District
2 Attorneys, and City Attorneys for each city containing a population of at least
3 750,000 people in whose jurisdictions the violations allegedly occurred,
4 concerning the Korean Veggie Mix.

5 d. On or about September 20, 2022, Plaintiff gave notice of alleged violations of
6 Health and Safety Code Section 25249.6, concerning consumer products
7 exposures subject to a private action to KREASSIVE INC., KREASSIVE LLC,
8 AMAZON.COM LLC, and to the California Attorney General, County District
9 Attorneys, and City Attorneys for each city containing a population of at least
10 750,000 people in whose jurisdictions the violations allegedly occurred,
11 concerning the Dried Thistle.

12 23. Before sending the notice of alleged violations, Plaintiff investigated the consumer
13 products involved, the likelihood that such products would cause users to suffer
14 significant exposures to Lead and Cadmium, and the corporate structure of each of the
15 Defendants.

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

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

4 26. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff
5 gave notice of the alleged violations to KREASSIVE INC., KREASSIVE LLC,
6 AMAZON.COM LLC, and the public prosecutors referenced in Paragraph 22.

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

10 **FIRST CAUSE OF ACTION**

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

14 **Dried Plants**

15 28. Plaintiff repeats and incorporates by reference paragraphs 1 through 27 of this complaint
16 as though fully set forth herein.

17 29. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
18 distributor, promoter, or retailer of (1) Dried Aster ("Dried Plant I"), including but not
19 limited to "JeollaNamdo The Kitchen of Korea"; "Aster"; "Net Wt. 1.76 oz (50 g)";
20 "Product of Korea"; "Distributed by Kreassive LLC"; "UPC 8 809684 460344"

21 (2) Dried Thistle ("Dried Plant II"), including but not limited to "JeollaNamdo The
22 Kitchen of Korea"; "Gondrae-Edible Thistle"; "Net Wt. 1.76 oz (50 g)"; "Product of
23 Korea"; "Distributed by Kreassive LLC"; "UPC 8 809684 460320".

24 30. Dried Plants I & II contains Lead and Cadmium.

25 31. Defendants knew or should have known that Lead and Cadmium has been identified by
26 the State of California as a chemical known to cause cancer, and reproductive toxicity
27 and therefore was subject to Proposition 65 warning requirements. Defendants were also
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1 informed of the presence of Lead and Cadmium in Dried Plants I & II within Plaintiff's
2 notice of alleged violations further discussed above at Paragraph 22a.

3 32. Plaintiff's allegations regarding Dried Plants I & II 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 Plants I & II are consumer products, and, as mentioned herein,
8 exposures to Lead and Cadmium took place as a result of such normal and foreseeable
9 consumption and use.

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

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- 1 34. The principal routes of exposure are through dermal contact, ingestion and inhalation.
2 Persons sustain exposures by handling Dried Plants I & II without wearing gloves or any
3 other personal protective equipment, or by touching bare skin or mucous membranes
4 with gloves after handling Dried Plants I & II, as well as through direct and indirect hand
5 to mouth contact, hand to mucous membrane, or breathing in particulate matter dispersed
6 from Dried Plants I & II.
- 7 35. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of
8 Proposition 65 as to Dried Plants I & II have been ongoing and continuous, as
9 Defendants engaged and continue to engage in conduct which violates Health and Safety
10 Code Section 25249.6, including the manufacture, distribution, promotion, and sale of
11 Dried Plants I & II, so that a separate and distinct violation of Proposition 65 occurred
12 each and every time a person was exposed to Lead and Cadmium by Dried Plants I & II
13 as mentioned herein.
- 14 36. 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 37. 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 Dried Plants I &
19 II, pursuant to Health and Safety Code Section 25249.7(b).
- 20 38. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to
21 filing this Complaint.

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24 **SECOND CAUSE OF ACTION**

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

Dried Plants

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

3 40. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
4 distributor, promoter, or retailer of Dried Edible Green (“Dried Edible Green”),
5 including but not limited to "Korea Bibimbop Veggie Mix"; "Dried Korean Chwinamul";
6 "Traditional Wild Mountain Greens Mix with Mushrooms and Root Vegetables"; "Net
7 Wt. 40 g (1.41 oz)"; "2023.05.20"; "Distributed By Kreassive LLC"; "Product of Korea";
8 "UPC 8 809058 821689".

9 41. Dried Edible Green contains Lead and Cadmium.

10 42. Defendants knew or should have known that Lead and Cadmium has been identified by
11 the State of California as a chemical known to cause cancer, and reproductive toxicity
12 and therefore was subject to Proposition 65 warning requirements. Defendants were also
13 informed of the presence of Lead and Cadmium in Dried Edible Green within Plaintiff's
14 notice of alleged violations further discussed above at Paragraph 22b.

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

22 44. Plaintiff is informed, believes, and thereon alleges that between July 22, 2019, and the
23 present, each of the Defendants knowingly and intentionally exposed California
24 consumers and users of Dried Edible Green, which Defendants manufactured,
25 distributed, or sold as mentioned above, to Lead and Cadmium, without first providing
26 any type of clear and reasonable warning of such to the exposed persons before the time
27 of exposure. Defendants have distributed and sold Dried Edible Green in California.

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

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

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

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

4 48. Based on the allegations herein, Defendants are liable for civil penalties of up to
5 \$2,500.00 per day per individual exposure to Lead and Cadmium from Dried Edible
6 Green, pursuant to Health and Safety Code Section 25249.7(b).

7 49. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to
8 filing this Complaint.

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10 **THIRD CAUSE OF ACTION**

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

14 **Veggie Mix**

15 50. Plaintiff repeats and incorporates by reference paragraphs 1 through 27 of this complaint
16 as though fully set forth herein.

17 51. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
18 distributor, promoter, or retailer of Korean Veggie Mix ("Veggie Mix"), including but
19 not limited to "Korean Bibimbop Veggie Mix"; "Aster Yomena"; "Net Wt. 40 g (1.41
20 oz)"; "2023.08.09"; "Distributed By Kreassive LLC"; "Product of Korea"; "UPC 8
21 809518 510351".

22 52. Veggie Mix contains Lead.

23 53. Defendants knew or should have known that Lead has been identified by the State of
24 California as a chemical known to cause cancer, and reproductive toxicity and therefore
25 was subject to Proposition 65 warning requirements. Defendants were also informed of
26 the presence of Lead in Veggie Mix within Plaintiff's notice of alleged violations further
27 discussed above at Paragraph 22c.

1 54. Plaintiff’s allegations regarding Veggie Mix 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). Veggie Mix are consumer products, and, as mentioned herein, exposures to
6 Lead took place as a result of such normal and foreseeable consumption and use.

7 55. Plaintiff is informed, believes, and thereon alleges that between September 1, 2019 and
8 the present, each of the Defendants knowingly and intentionally exposed California
9 consumers and users of Veggie Mix, which Defendants manufactured, distributed, or
10 sold as mentioned above, to Lead, 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 Veggie Mix in California. Defendants know and
13 intend that California consumers will use and consume Veggie Mix, thereby exposing
14 them to Lead. Further, Plaintiff is
15 informed, believes, and thereon alleges that Defendants are selling Veggie Mix under a
16 brand or trademark that is owned or licensed by the Defendants or an entity affiliated
17 thereto; have knowingly introduced Lead into Veggie Mix or knowingly caused Lead to
18 be created in Veggie Mix; have covered, obscured or altered a warning label that has
19 been affixed to Veggie Mix by the manufacturer, producer, packager, importer, supplier
20 or distributor of Veggie Mix; have received a notice and warning materials for exposure
21 from Veggie Mix without conspicuously posting or displaying the warning materials;
22 and/or have actual knowledge of potential exposure to Lead from Veggie Mix.

23 Defendants thereby violated Proposition 65.

24 56. The principal routes of exposure are through dermal contact, ingestion and inhalation.
25 Persons sustain exposures by handling Veggie Mix without wearing gloves or any other
26 personal protective equipment, or by touching bare skin or mucous membranes with
27 gloves after handling Veggie Mix, as well as through direct and indirect hand to mouth

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1 contact, hand to mucous membrane, or breathing in particulate matter dispersed from
2 Veggie Mix.

3 57. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of
4 Proposition 65 as to Veggie Mix 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 Veggie
7 Mix, so that a separate and distinct violation of Proposition 65 occurred each and every
8 time a person was exposed to Lead by Veggie Mix as mentioned herein.

9 58. 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 59. Based on the allegations herein, Defendants are liable for civil penalties of up to
13 \$2,500.00 per day per individual exposure to Lead from Veggie Mix, pursuant to Health
14 and Safety Code Section 25249.7(b).

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

17 **FOURTH CAUSE OF ACTION**

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

21 **Dried Plants**

22 61. Plaintiff repeats and incorporates by reference paragraphs 1 through 27 of this complaint
23 as though fully set forth herein.

24 62. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
25 distributor, promoter, or retailer of Dried Thistle ("Dried Thistle"), including but not
26 limited to "JeollaNamdo The Kitchen of Korea"; "Dried Edible Green-Gondre"; "Net
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1 Weight: 3.52 oz (100g); "Product of Korea"; "Distributed By: Kreassive LLC"; "Expiry
2 Date: 2023.08.18"; "UPC 8 809058 821658".

3 63. Dried Thistle contains Lead.

4 64. Defendants knew or should have known that Lead has been identified by the State of
5 California as a chemical known to cause cancer, and reproductive toxicity and therefore
6 was subject to Proposition 65 warning requirements. Defendants were also informed of
7 the presence of Lead in Dried Thistle within Plaintiff's notice of alleged violations
8 further discussed above at Paragraph 22d.

9 65. Plaintiff's allegations regarding Dried Thistle 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)*. Dried Thistle are consumer products, and, as mentioned herein, exposures to
14 Lead took place as a result of such normal and foreseeable consumption and use.

15 66. Plaintiff is informed, believes, and thereon alleges that between September 20, 2019 and
16 the present, each of the Defendants knowingly and intentionally exposed California
17 consumers and users of Dried Thistle, which Defendants manufactured, distributed, or
18 sold as mentioned above, to Lead, 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 Dried Thistle in California. Defendants know and
21 intend that California consumers will use and consume Dried Thistle, thereby exposing
22 them to Lead. Further, Plaintiff is informed, believes, and thereon alleges that
23 Defendants are selling Dried Thistle under a brand or trademark that is owned or
24 licensed by the Defendants or an entity affiliated thereto; have knowingly introduced
25 Lead into Dried Thistle or knowingly caused Lead to be created in Dried Thistle; have
26 covered, obscured or altered a warning label that has been affixed to Dried Thistle by the
27 manufacturer, producer, packager, importer, supplier or distributor of Dried Thistle; have

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1 received a notice and warning materials for exposure from Dried Thistle without
2 conspicuously posting or displaying the warning materials; and/or have actual
3 knowledge of potential exposure to Lead from Dried Thistle. Defendants thereby
4 violated Proposition 65.

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

11 68. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of
12 Proposition 65 as to Dried Thistle 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 Dried
15 Thistle, so that a separate and distinct violation of Proposition 65 occurred each and
16 every time a person was exposed to Lead by Dried Thistle as mentioned herein.

17 69. 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 70. Based on the allegations herein, Defendants are liable for civil penalties of up to
21 \$2,500.00 per day per individual exposure to Lead from Dried Thistle, pursuant to
22 Health and Safety Code Section 25249.7(b).

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

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26 **PRAYER FOR RELIEF**

27 Plaintiff demands against each of the Defendants as follows:
28

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

6
7 Dated: December 23, 2022

YEROUSHALMI & YEROUSHALMI*

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9
10 /s/ Reuben Yeroushalmi
11 Reuben Yeroushalmi
12 Attorneys for Plaintiff,
13 CONSUMER ADVOCACY GROUP, INC.
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