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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 KOREAN FARM, INC., a California
17 Corporation;
18 RHEE BROS. INC., a Maryland
19 Corporation;
20 AMAZON.COM, SERVICES, LLC., a
21 Delaware Limited Liability Company;
22 HANYANG MART, INC., a New York
23 Corporation;
24 and DOES 1-70,

25 Defendants.

CASE NO. **23CV043663**

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 nine causes of action
2 against defendants KOREAN FARM, INC.; RHEE BROS., INC.; AMAZON.COM
3 SERVICES, LLC, HANYANG MART, INC., and DOES 1-70 as follows:

4 **THE PARTIES**

- 5 1. Plaintiff CONSUMER ADVOCACY GROUP, INC. (“Plaintiff” or “CAG”) is an
6 organization qualified to do business in the State of California. CAG is a person within
7 the meaning of Health and Safety Code Section 25249.11, subdivision (a). CAG, acting
8 as a private attorney general, brings this action in the public interest as defined under
9 Health and Safety Code Section 25249.7, subdivision (d).
- 10 2. Defendant KOREAN FARM, INC., (“KOREAN FARM”) is a California Corporation
11 qualified to do business in California and doing business in the State of California at all
12 relevant times herein.
- 13 3. Defendant RHEE BROS., INC., (“RHEE BROS”) is a Maryland Corporation doing
14 business in the State of California at all relevant times herein.
- 15 4. Defendant AMAZON.COM SERVICES, LLC, (“AMAZON SERVICES”) is a
16 Delaware Limited Liability Company qualified to do business in California and doing
17 business in the State of California at all relevant times herein.
- 18 5. Defendant HANYANG MART, INC. (“HANYANG”) is a New York Corporation doing
19 business in the State of California at all relevant times herein.
- 20 6. Plaintiff is presently unaware of the true names and capacities of defendants DOES 1-70,
21 and therefore sues these defendants by such fictitious names. Plaintiff will amend this
22 Complaint to allege their true names and capacities when ascertained. Plaintiff is
23 informed, believes, and thereon alleges that each fictitiously named defendant is
24 responsible in some manner for the occurrences herein alleged and the damages caused
25 thereby.
- 26 7. At all times mentioned herein, the term “Defendants” includes KOREAN FARM, RHEE
27 BROS, AMAZON SERVICES, HANYANG and DOES 1-70.

- 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 1-70, 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
28

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 Dried
8 Mushrooms, Bracken Fern, Dried Anchovy, Dried Bracken Fern, Dried Kelp, and Dried
9 Mushroom of exposing, knowingly and intentionally, persons in California to Lead and
10 Lead Compounds, Cadmium and Cadmium Compounds, and Inorganic Arsenic
11 Compounds and/or Inorganic Arsenic Oxides of such products without first providing
12 clear and reasonable warnings of such to the exposed persons prior to the time of
13 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 23. On May 1, 1997, the Governor of California added Inorganic Arsenic Oxides to the list
15 of chemicals known to the State to cause developmental toxicity (*Cal. Code Regs.* tit. 27,
16 § 27001(c)). Inorganic Arsenic Oxides is known to the State to cause developmental,
17 toxicity. Pursuant to Health and Safety Code Sections 25249.9 and 25249.10, twenty
18 (20) months after addition of Inorganic Arsenic Oxides to the list of chemicals known to
19 the State to cause developmental toxicity, Inorganic Arsenic Oxides became fully subject
20 to Proposition 65 warning requirements and discharge prohibitions. Inorganic Arsenic
21 Oxides is hereinafter referred to as “Arsenic”.

22 **SATISFACTION OF PRIOR NOTICE**

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

- 25 a. On or about October 25, 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 KOREAN FARM, RHEE BROS. INC.,
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1 and to the California Attorney General, County District Attorneys, and City
2 Attorneys for each city containing a population of at least 750,000 people in
3 whose jurisdictions the violations allegedly occurred, concerning the Dried
4 Mushrooms.

5 b. On or about November 15, 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 KOREAN FARM, RHEE BROS. INC.,
8 and to the California Attorney General, County District Attorneys, and City
9 Attorneys for each city containing a population of at least 750,000 people in
10 whose jurisdictions the violations allegedly occurred, concerning the Bracken
11 Fern.

12 c. On or about November 16, 2022, Plaintiff gave notice of alleged violations of
13 Health and Safety Code Section 25249.6, concerning consumer products
14 exposures subject to a private action to KOREAN FARM, RHEE BROS. INC.,
15 HANYANG, and to the California Attorney General, County District Attorneys,
16 and City Attorneys for each city containing a population of at least 750,000
17 people in whose jurisdictions the violations allegedly occurred, concerning the
18 Dried Anchovy.

19 d. On or about November 17, 2022, Plaintiff gave notice of alleged violations of
20 Health and Safety Code Section 25249.6, concerning consumer products
21 exposures subject to a private action to KOREAN FARM, RHEE BROS. INC.,
22 AMAZON SERVICES, and to the California Attorney General, County District
23 Attorneys, and City Attorneys for each city containing a population of at least
24 750,000 people in whose jurisdictions the violations allegedly occurred,
25 concerning the Dried Bracken Fern.

26 e. On or about November 21, 2022, Plaintiff gave notice of alleged violations of
27 Health and Safety Code Section 25249.6, concerning consumer products
28

1 exposures subject to a private action to KOREAN FARM, RHEE BROS. INC.,
2 AMAZON SERVICES, and to the California Attorney General, County District
3 Attorneys, and City Attorneys for each city containing a population of at least
4 750,000 people in whose jurisdictions the violations allegedly occurred,
5 concerning the Dried Kelp.

6 f. On or about December 16, 2022, Plaintiff gave notice of alleged violations of
7 Health and Safety Code Section 25249.6, concerning consumer products
8 exposures subject to a private action to KOREAN FARM, RHEE BROS. INC.,
9 HANYANG, and to the California Attorney General, County District Attorneys,
10 and City Attorneys for each city containing a population of at least 750,000
11 people in whose jurisdictions the violations allegedly occurred, concerning the
12 Dried Mushroom.

13 g. On or about December 16, 2022, Plaintiff gave notice of alleged violations of
14 Health and Safety Code Section 25249.6, concerning consumer products
15 exposures subject to a private action to KOREAN FARM, RHEE BROS. INC.,
16 HANYANG, and to the California Attorney General, County District Attorneys,
17 and City Attorneys for each city containing a population of at least 750,000
18 people in whose jurisdictions the violations allegedly occurred, concerning the
19 Dried Anchovy.

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

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

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

10 28. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff
11 gave notice of the alleged violations to KOREAN FARM, RHEE BROS, AMAZON
12 SERVICES, HANYANG, and the public prosecutors referenced in Paragraph 24.

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

16 **FIRST CAUSE OF ACTION**

17 **(By CONSUMER ADVOCACY GROUP, INC. and against KOREAN FARM,**
18 **RHEE BROS, and DOES 1-30 for Violations of Proposition 65, The Safe Drinking**
19 **Water and Toxic Enforcement Act of 1986 (*Health & Safety Code*, §§ 25249.5, et**
20 **seq.))**

21 **Mushrooms**

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

24 31. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
25 distributor, promoter, or retailer of Dried Mushrooms, including but not limited to "Assi
26 Brand®"; "Secher Champignon Dried Mushroom"; "Imported by Rhee Bros., Inc.;"
27 Korean Farm, Inc.; New Japan Food Corp.; R&G Corp." "Product of China";
28 "www.rheebros.com"; "UPC 0 81652 06061 1".

1 32. Dried Mushrooms contains Cadmium.

2 33. Defendants knew or should have known that Cadmium has been identified by the State
3 of California as a chemical known to cause cancer, developmental and reproductive
4 toxicity and therefore was subject to Proposition 65 warning requirements. Defendants
5 were also informed of the presence of Cadmium in Dried Mushrooms within Plaintiff's
6 notice of alleged violations further discussed above at Paragraph 24a.

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

14 35. Plaintiff is informed, believes, and thereon alleges that between October 25, 2019 and
15 the present, each of the Defendants knowingly and intentionally exposed California
16 consumers and users of Dried Mushrooms, which Defendants manufactured, distributed,
17 or sold as mentioned above, to Cadmium without first providing any type of clear and
18 reasonable warning of such to the exposed persons before the time of exposure.
19 Defendants have distributed and sold Dried Mushrooms in California. Defendants know
20 and intend that California consumers will use and consume Dried Mushrooms, thereby
21 exposing them to Cadmium. Further, Plaintiff is informed, believes, and thereon alleges
22 that Defendants are selling Dried Mushrooms under a brand or trademark that is owned
23 or licensed by the Defendants or an entity affiliated thereto; have knowingly introduced
24 Cadmium into product or knowingly caused Cadmium to be created in Dried
25 Mushrooms; have covered, obscured or altered a warning label that has been affixed to
26 Dried Mushrooms by the manufacturer, producer, packager, importer, supplier or
27 distributor of Dried Mushrooms; have received a notice and warning materials for
28

1 exposure from Dried Mushrooms without conspicuously posting or displaying the
2 warning materials; and/or have actual knowledge of potential exposure to relevant
3 chemical from Dried Mushrooms. Defendants thereby violated Proposition 65.

4 36. The principal routes of exposure are through ingestion, especially direct (oral) ingestion,
5 inhalation, and trans-dermal absorption. Persons sustain exposures primarily by eating
6 and consuming Dried Mushrooms, and additionally by handling Dried Mushrooms
7 without wearing gloves or any other personal protective equipment, or by touching bare
8 skin or mucous membranes with gloves after handling Dried Mushrooms, as well as
9 through direct and indirect hand to mouth contact, hand to mucous membrane, or even
10 breathing in particulate matter dispersed from Dried Mushrooms.

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

18 38. 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 39. 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 Dried Mushrooms,
23 pursuant to Health and Safety Code Section 25249.7(b).

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

26
27 **SECOND CAUSE OF ACTION**

28 **(By CONSUMER ADVOCACY GROUP, INC. and against KOREAN FARM,
RHEE BROS, and DOES 1-20 for Violations of Proposition 65, The Safe Drinking**

Water and Toxic Enforcement Act of 1986 (*Health & Safety Code, §§ 25249.5, et seq.*)

Dried Plant

- 1
- 2
- 3
- 4 41. Plaintiff repeats and incorporates by reference paragraphs 1 through 40 of this complaint
5 as though fully set forth herein.
- 6 42. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
7 distributor, promoter, or retailer of Bracken Fern, including but not limited to “Assi®”;
8 “Dried Bracken Fern”; “Net Wt. 8 oz (226 g)”; “Imported by Rhee Bros., Inc., Korean
9 Farm, Inc.”; “Product of China”; “Rheebros.com”; UPC 0 81652 06091 8”.
- 10 43. Bracken Fern contains Lead and Cadmium.
- 11 44. Defendants knew or should have known that Lead and Cadmium have been identified by
12 the State of California as chemicals known to cause cancer, developmental and
13 reproductive toxicity and therefore were subject to Proposition 65 warning requirements.
14 Defendants were also informed of the presence of Lead and Cadmium in Bracken Fern
15 within Plaintiff’s notice of alleged violations further discussed above at Paragraph 24b.
- 16 45. Plaintiff’s allegations regarding Bracken Fern concerns “[c]onsumer products
17 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,
18 storage, consumption, or other reasonably foreseeable use of a consumer good, or any
19 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*
20 *25602(b)*. Bracken Fern is a consumer product, and, as mentioned herein, exposures to
21 Lead and Cadmium took place as a result of such normal and foreseeable consumption
22 and use.
- 23 46. Plaintiff is informed, believes, and thereon alleges that between November 15, 2019 and
24 the present, each of the Defendants knowingly and intentionally exposed California
25 consumers and users of Bracken Fern, which Defendants manufactured, distributed, or
26 sold as mentioned above, to Lead and Cadmium, without first providing any type of clear
27 and reasonable warning of such to the exposed persons before the time of exposure.
28 Defendants have distributed and sold Bracken Fern in California. Defendants know and

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

12 47. The principal routes of exposure are through ingestion, especially direct (oral) ingestion,
13 inhalation, and trans-dermal absorption. Persons sustain exposures primarily by eating
14 and consuming Bracken Fern, and additionally by handling Bracken Fern without
15 wearing gloves or any other personal protective equipment, or by touching bare skin or
16 mucous membranes with gloves after handling Bracken Fern, as well as through direct
17 and indirect hand to mouth contact, hand to mucous membrane, or even breathing in
18 particulate matter dispersed from Bracken Fern.

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

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

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1 50. 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 Bracken Fern,
3 pursuant to Health and Safety Code Section 25249.7(b).

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

6
7 **THIRD CAUSE OF ACTION**

8 **(By CONSUMER ADVOCACY GROUP, INC. and against KOREAN FARM,**
9 **RHEE BROS, HANYANG, and DOES 1-30 for Violations of Proposition 65, The**
10 **Safe Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code,***
11 **§§ 25249.5, *et seq.*))**

12 **Seafood Product**

13 52. Plaintiff repeats and incorporates by reference paragraphs 1 through 51 of this complaint
14 as though fully set forth herein.

15 53. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
16 distributor, promoter, or retailer of Dried Anchovy, including but not limited to
17 “Yissine”; “Dried Small Anchovy”; “Net Wt. 1 lb (453 g)”; “Product of Korea”;
18 “2023.12.15”; “Imported by Rhee Bros., Inc., Korean Farm, Inc.”; “227041”; “UPC 0
19 81652 27041 6”.

20 54. Dried Anchovy contains Lead and Cadmium.

21 55. Defendants knew or should have known that Lead and Cadmium have been identified by
22 the State of California as chemicals known to cause cancer, developmental and
23 reproductive toxicity and therefore were subject to Proposition 65 warning requirements.
24 Defendants were also informed of the presence of Lead and Cadmium in Dried Anchovy
25 within Plaintiff’s notice of alleged violations further discussed above at Paragraph 24c.

26 56. Plaintiff’s allegations regarding Dried Anchovy concerns “[c]onsumer products
27 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,
28 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, §

1 25602(b). Dried Anchovy is a consumer product, and, as mentioned herein, exposures to
2 Lead and Cadmium took place as a result of such normal and foreseeable consumption
3 and use.

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

21 58. The principal routes of exposure are through ingestion, especially direct (oral) ingestion,
22 inhalation, and trans-dermal absorption. Persons sustain exposures primarily by eating
23 and consuming Dried Anchovy, and additionally by handling Dried Anchovy without
24 wearing gloves or any other personal protective equipment, or by touching bare skin or
25 mucous membranes with gloves after handling Dried Anchovy, as well as through direct
26 and indirect hand to mouth contact, hand to mucous membrane, or even breathing in
27 particulate matter dispersed from Dried Anchovy.

28

1 59. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of
2 Proposition 65 as to Dried Anchovy 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 Dried
5 Anchovy, 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 Dried Anchovy as mentioned
7 herein.

8 60. 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 61. 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 Dried Anchovy,
13 pursuant to Health and Safety Code Section 25249.7(b).

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

16
17 **FOURTH CAUSE OF ACTION**

18 **(By CONSUMER ADVOCACY GROUP, INC. and against KOREAN FARM,**
19 **RHEE BROS, AMAZON SERVICES, and DOES 1-40 for Violations of**
20 **Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986**
21 **(Health & Safety Code, §§ 25249.5, et seq.))**

22
23 **Dried Plant**

24 63. Plaintiff repeats and incorporates by reference paragraphs 1 through 62 of this complaint
25 as though fully set forth herein.

26 64. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
27 distributor, promoter, or retailer of Dried Bracken Fern, including but not limited to
28 "Assi®"; "Dried Bracken Fern"; "Net Wt. 8 oz (226 g)"; "Imported by Rhee Bros.,
Korean Farm, Inc."; "Product of China"; "Rheebros.com"; "206099"; "Best By: 09-25-
2023"; "X001QLGE53"; "UPC 0 81652 06099 4".

1 65. Dried Bracken Fern contains Lead and Cadmium.

2 66. Defendants knew or should have known that Lead and Cadmium have been identified by
3 the State of California as chemicals known to cause cancer, developmental and
4 reproductive toxicity and therefore were subject to Proposition 65 warning requirements.
5 Defendants were also informed of the presence of Lead and Cadmium in Dried Bracken
6 Fern within Plaintiff's notice of alleged violations further discussed above at Paragraph
7 24d.

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

15 68. Plaintiff is informed, believes, and thereon alleges that between November 17, 2019 and
16 the present, each of the Defendants knowingly and intentionally exposed California
17 consumers and users of Dried Bracken Fern, which Defendants manufactured,
18 distributed, or sold as mentioned above, to Lead and Cadmium, without first providing
19 any type of clear and reasonable warning of such to the exposed persons before the time
20 of exposure. Defendants have distributed and sold Dried Bracken Fern in California.
21 Defendants know and intend that California consumers will use and consume Dried
22 Bracken Fern, thereby exposing them to Lead and Cadmium. Further, Plaintiff is
23 informed, believes, and thereon alleges that Defendants are selling Dried Bracken Fern
24 under a brand or trademark that is owned or licensed by the Defendants or an entity
25 affiliated thereto; have knowingly introduced Lead and Cadmium into product or
26 knowingly caused Lead and Cadmium to be created in Dried Bracken Fern; have
27 covered, obscured or altered a warning label that has been affixed to Dried Bracken Fern
28

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

6 69. The principal routes of exposure are through ingestion, especially direct (oral) ingestion,
7 inhalation, and trans-dermal absorption. Persons sustain exposures primarily by eating
8 and consuming Dried Bracken Fern, and additionally by handling Dried Bracken Fern
9 without wearing gloves or any other personal protective equipment, or by touching bare
10 skin or mucous membranes with gloves after handling Dried Bracken Fern, as well as
11 through direct and indirect hand to mouth contact, hand to mucous membrane, or even
12 breathing in particulate matter dispersed from Dried Bracken Fern.

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

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

23 72. Based on the allegations herein, Defendants are liable for civil penalties of up to
24 \$2,500.00 per day per individual exposure to Lead and Cadmium from Dried Bracken
25 Fern, pursuant to Health and Safety Code Section 25249.7(b).

26 73. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to
27 filing this Complaint.

28

1 **FIFTH CAUSE OF ACTION**

2 **(By CONSUMER ADVOCACY GROUP, INC. and against KOREAN FARM,**
3 **RHEE BROS, AMAZON SERVICES, and DOES 1-50 for Violations of**
4 **Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of 1986**
5 **(Health & Safety Code, §§ 25249.5, et seq.))**

6 **Seaweed**

7 74. Plaintiff repeats and incorporates by reference paragraphs 1 through 73 of this complaint
8 as though fully set forth herein.

9 75. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
10 distributor, promoter, or retailer of Dried Kelp, including but not limited to “Assi Brand
11 ®”; “Dried Kelp”; “Net Wt. 2 oz (56 g)”; “2023.08.10”; “Imported by Rhee Bros., Inc.;

12 Korean Farm, Inc.; New Japan Food Corp.; R&G Corp.”; “Product of Korea”;
13 “www.rheebros.com”; “UPC 0 81652 07105 1”.

14 76. Dried Kelp contains Arsenic.
15 77. Defendants knew or should have known that Arsenic has been identified by the State of
16 California as a chemical known to cause cancer, developmental and reproductive toxicity
17 and therefore was subject to Proposition 65 warning requirements. Defendants were also
18 informed of the presence of Arsenic in Dried Kelp within Plaintiff’s notice of alleged
19 violations further discussed above at Paragraph 24e.

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

26 79. Plaintiff is informed, believes, and thereon alleges that between November 21, 2019 and
27 the present, each of the Defendants knowingly and intentionally exposed California
28 consumers and users of Dried Kelp, which Defendants manufactured, distributed, or sold
as mentioned above, to Arsenic, without first providing any type of clear and reasonable

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

14 80. The principal routes of exposure are through ingestion, especially direct (oral) ingestion,
15 inhalation, and trans-dermal absorption. Persons sustain exposures primarily by eating
16 and consuming Dried Kelp, and additionally by handling Dried Kelp without wearing
17 gloves or any other personal protective equipment, or by touching bare skin or mucous
18 membranes with gloves after handling Dried Kelp, as well as through direct and indirect
19 hand to mouth contact, hand to mucous membrane, or even breathing in particulate
20 matter dispersed from Dried Kelp.

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

1 82. 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 83. Based on the allegations herein, Defendants are liable for civil penalties of up to
5 \$2,500.00 per day per individual exposure to Arsenic from Dried Kelp, pursuant to
6 Health and Safety Code Section 25249.7(b).

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

9
10 **SIXTH CAUSE OF ACTION**

11 **(By CONSUMER ADVOCACY GROUP, INC. and against KOREAN FARM,**
12 **RHEE BROS, HANYANG, and DOES 1-60 for Violations of Proposition 65, The**
13 **Safe Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code,***
14 **§§ 25249.5, *et seq.*))**

15 **Mushroom**

16 85. Plaintiff repeats and incorporates by reference paragraphs 1 through 84 of this complaint
17 as though fully set forth herein.

18 86. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
19 distributor, promoter, or retailer of Dried Mushroom, including but not limited to “Assi”;
20 “Dried Shiitake Mushroom”; “Net Wt. 8 oz (226 g)”; “12.15.2023”; “Imported by Rhee
21 Bros., Inc.; Korean Farm, Inc.”; “Product of China”; “UPC 0 81652 06061 1”.

22 87. Dried Mushroom contains Lead and Cadmium.

23 88. Defendants knew or should have known that Lead and Cadmium have been identified by
24 the State of California as chemicals known to cause cancer, developmental and
25 reproductive toxicity and therefore were subject to Proposition 65 warning requirements.
26 Defendants were also informed of the presence of Lead and Cadmium in Dried
27 Mushroom within Plaintiff’s notice of alleged violations further discussed above at
28 Paragraph 24f.

1 89. Plaintiff’s allegations regarding Dried Mushroom 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)*. Dried Mushroom is a consumer product, and, as mentioned herein, exposures
6 to Lead and Cadmium took place as a result of such normal and foreseeable consumption
7 and use.

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

25 91. The principal routes of exposure are through ingestion, especially direct (oral) ingestion,
26 inhalation, and trans-dermal absorption. Persons sustain exposures primarily by eating
27 and consuming Dried Mushroom, and additionally by handling Dried Mushroom without
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1 wearing gloves or any other personal protective equipment, or by touching bare skin or
2 mucous membranes with gloves after handling Dried Mushroom, as well as through
3 direct and indirect hand to mouth contact, hand to mucous membrane, or even breathing
4 in particulate matter dispersed from Dried Mushroom.

5 92. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of
6 Proposition 65 as to Dried Mushroom 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 Mushroom, so that a separate and distinct violation of Proposition 65 occurred each and
10 every time a person was exposed to Lead and Cadmium by Dried Mushroom as
11 mentioned herein.

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

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

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

20
21 **SEVENTH CAUSE OF ACTION**

22 **(By CONSUMER ADVOCACY GROUP, INC. and against KOREAN FARM,
23 RHEE BROS, HANYANG, and DOES 1-70 for Violations of Proposition 65, The
24 Safe Drinking Water and Toxic Enforcement Act of 1986 (*Health & Safety Code,
25 §§ 25249.5, et seq.*))**

26 **Anchovy**

27 96. Plaintiff repeats and incorporates by reference paragraphs 1 through 95 of this complaint
28 as though fully set forth herein.

1 97. Each of the Defendants is, and at all times mentioned herein was, a manufacturer,
2 distributor, promoter, or retailer of Dried Anchovy, including but not limited to “Assi”;
3 “Artisan Asian Food Since 1976”; “Dried Anchovy”; “Net Wt. 12 oz (340 g)”;
4 “2024.01.10”; “Imported by Rhee Bros., Inc.; Korean Farm, Inc.”; “Product of China”;
5 “UPC 0 81652 27080 5”.

6 98. Dried Anchovy contains Lead.

7 99. Defendants knew or should have known that Lead has been identified by the State of
8 California as a chemical known to cause cancer, developmental and reproductive toxicity
9 and therefore was subject to Proposition 65 warning requirements. Defendants were also
10 informed of the presence of Lead in Dried Anchovy within Plaintiff’s notice of alleged
11 violations further discussed above at Paragraph 24g.

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

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

7 Defendants thereby violated Proposition 65.

8 102. The principal routes of exposure are through ingestion, especially direct (oral)
9 ingestion, inhalation, and trans-dermal absorption. Persons sustain exposures primarily
10 by eating and consuming Dried Anchovy, and additionally by handling Dried Anchovy
11 without wearing gloves or any other personal protective equipment, or by touching bare
12 skin or mucous membranes with gloves after handling Dried Anchovy, as well as
13 through direct and indirect hand to mouth contact, hand to mucous membrane, or even
14 breathing in particulate matter dispersed from Dried Anchovy.

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

21 104. 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.

24 105. 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 Dried Anchovy, pursuant to
26 Health and Safety Code Section 25249.7(b).

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

3 **PRAYER FOR RELIEF**

4 Plaintiff demands against each of the Defendants as follows:

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

10
11 Dated: September 12, 2023

YEROUSHALMI & YEROUSHALMI*

12
13 /s/Reuben Yeroushalmi

14 Reuben Yeroushalmi
15 Attorneys for Plaintiff,
16 CONSUMER ADVOCACY GROUP, INC.
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