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ELECTRONICALLY
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Superior Court of California,
County of San Francisco
10/06/2026
Clerk of the Court
BY: MARIVIC VIRAY
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ENVIRONMENTAL HEALTH ADVOCATES, INC.,

Plaintiff,

vs.

REGENERATIVE FOODS AND JUICES COMPANY INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: **CGC-26-641605**

COMPLAINT FOR BREACH OF WRITTEN CONTRACT

DEMAND FOR JURY TRIAL

I.

INTRODUCTION

1. This lawsuit arises from the settlement of an enforcement matter brought by Plaintiff Environmental Health Advocates, Inc. ("Plaintiff" or "EHA") against Defendant Regenerative Foods and Juices Company Inc. ("Defendant") under California's Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.5 et seq. ("Proposition 65"). In that matter, EHA alleged that Defendant had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to lead contained in Lumen Gut Well Pre-Probiotic Irish Sea Moss (the "Product").

2. In lieu of litigating the Proposition 65 matter, on March 12, 2026, EHA and Defendant entered into an out-of-court settlement agreement (the "Settlement Agreement"). Under the terms of the Settlement Agreement, Defendant agreed to reformulate the Product and/or provide Proposition 65-compliant warnings for the Product. Defendant also agreed to pay a total of $25,000.00 to Plaintiff and its counsel. This payment was comprised of $2,000.00 in civil penalties (of which 75% was to be paid to the State of California, and 25% to EHA) and $23,000.00 in attorneys' fees and costs. The parties agreed on a payment plan wherein the payments were due in 12 monthly installments of $2,000.00 each, following the initial civil penalties payment of $2,000 due on March 26, 2026 and $1,000 in attorney's fees due on April 13, 2026.

3. Plaintiff brings this lawsuit because Defendant breached the Settlement Agreement by failing to make payments owed to Plaintiff and its counsel for attorneys' fees and costs.

II.

PARTIES

4. Plaintiff ENVIRONMENTAL HEALTH ADVOCATES, INC. ("Plaintiff" or "EHA") is a corporation in the State of California dedicated to protecting the health of California

citizens through the elimination or reduction of toxic exposure from consumer products. Plaintiff has prosecuted a number of Proposition 65 cases in the public interest. These cases have resulted in significant public benefit—including the reformulation and repackaging of numerous consumer products—to make them safer for California consumers, and to properly apprise California consumers of any health risks associated with their usage.

5. Defendant REGENERATIVE FOODS AND JUICE INC. ("Regenerative Foods") is a corporation organized and existing under the laws of the State of Delaware. Regenerative Foods is registered to do business in California, and does business in the County of San Francisco, within the meaning of Health and Safety Code section 25249.11. Regenerative Foods manufactures, imports, sells, or distributes the Product in California and San Francisco County.

A. Doe Defendants

11. The true names and capacities of the Defendants named herein under California Code of Civil Procedure section 474 as DOES 1 through 100 are presently unknown to Plaintiff, who therefore sues them by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of these Defendants when they have been determined. Each of the fictitiously named Defendants is responsible in some manner for the conduct alleged herein. The Doe Defendants are private individuals, associations, partnerships, corporations, or institutions who participated in the wrongful conduct alleged herein in ways which are unknown to Plaintiff at this time.

III.

JURISDICTION AND VENUE

12. The Court has subject matter jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, section 10.

13. This Court has personal jurisdiction over Defendants because each conducts business in the State of California. Each of the Defendants has sufficient minimum contacts with California, or otherwise purposefully avails itself of the markets within California, to render the

exercise of jurisdiction by the California courts permissible under traditional notions of fair play and substantial justice.

14. Venue is proper in this Court because the material acts upon which this Complaint is based occurred in San Francisco County. Defendant does business in California, and does business in the County of San Francisco, within the meaning of Health and Safety Code section 25249.11. Defendant manufactures, imports, sells, or distributes in California and San Francisco County the Product that is the subject of the underlying Notice of Violation and Settlement Agreement.

15. The amount in controversy arising from the actions described below is sufficient to implicate the general jurisdiction of the Superior Court in and for the County of San Francisco.

IV.

FACTUAL BACKGROUND

16. On or around February 7, 2025, EHA served Regenerative Foods and Juices Company Inc., Jimbo's Natural Family, Inc., the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (the "Notice"). The Notice alleged that the noticed parties had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to lead contained in the Product.

17. The parties engaged in settlement negotiations that culminated in the Settlement Agreement. Pursuant to Health and Safety Code section 25249.7(b)(2), and in settlement of all claims alleged in the Notice or referred to in the Settlement Agreement, Defendant agreed to reformulate the Product and/or provide Proposition 65-compliant warnings for the Product.

18. In addition, the parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Specifically, Defendant agreed to pay $2,000.00 in civil penalties and $23,000.00 in attorneys' fees and costs. The civil penalty payment was allocated in accordance with Health and Safety Code section

25249.12(c)(1) and (d), with 75% of the penalty amount (i.e., $1,500.00) to be paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount (i.e., $500.00) to EHA.

19. Plaintiff signed the Settlement Agreement on March 12, 2026, and Yasir Hashim signed the Settlement Agreement on behalf of Defendant on March 12, 2026.

20. The first payment was due to Plaintiff and its counsel on or before March 26, 2026.

21. To date, Defendants have made 2 payment(s) totaling $500.00 in civil penalties and $5,000.00 in attorneys' fees and have failed to make the remaining payments. Defendants have an outstanding balance of $22,995.00 in attorneys' fees.

22. On four occasions from May 2026 through September 2026, Plaintiff provided Defendant with written notice of its failure to pay as required by Section 9 of the Settlement Agreement, and Defendant failed to cure.

23. The Settlement Agreement provides that in an action to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. (Settlement Agreement, Section 8.)

V.

CAUSE OF ACTION

FIRST CAUSE OF ACTION

Breach of Written Contract – Against All Defendants

24. Plaintiff incorporates the above allegations by reference as though fully set forth herein.

25. Plaintiff and Defendant entered into a written agreement whereby Defendant agreed to pay $25,000.00 pursuant to Health and Safety Code section 25249.7(b)(2) and in settlement of all claims alleged in the Notice. The payment consisted of $2,000.00 in civil penalties and $23,000.00 in attorneys' fees and costs.

26. The Settlement Agreement was fully executed on March 12, 2026. The parties agreed on a payment plan wherein the payments were due in 12 monthly installments of $2,000.00 each, following the initial civil penalties payment of $2,000 due on March 26, 2026 and $1,000 in attorney's fees due on April 13, 2026.

27. Plaintiff has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms of the Settlement Agreement, except those that were excused or waived.

28. Defendants breached the Settlement Agreement by failing to make the remaining payments of attorneys' fees and costs when due under the Settlement Agreement.

29. As a direct and proximate result of Defendants' breach, Plaintiff has been damaged in an amount to be proven at trial, but not less than $22,995.00, plus interest at the legal rate.

30. Plaintiff is entitled to recover the payments due under the Settlement Agreement, as well as the reasonable attorneys' fees and costs it incurs in bringing this action to enforce the Settlement Agreement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

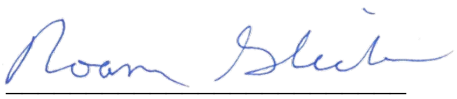
1. For economic damages according to proof, in an amount not less than $22,995.00;
2. For pre-judgment and post-judgment interest at the maximum legal rate;
3. For reasonable attorneys' fees pursuant to the Settlement Agreement;
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: October 6, 2026

ENTORNO LAW, LLP

By: 

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