

1 Caspar Jivalagian, Esq., State Bar No.: 282818
Vache Thomassian, Esq., State Bar No.: 289053
2 Tro Krikorian, Esq., State Bar No.: 317183
KJT LAW GROUP, LLP
3 230 N. Maryland Avenue, Suite 306
Glendale, California 91206
4 Telephone: 818-507-8525
Facsimile: 818-507-8588

5 Attorneys for Plaintiff,
6 **BERJ PARSEGHIAN**

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10
11 **BERJ PARSEGHIAN,**
12 **Plaintiff,**

13 **v.**

14 **JFC International Inc.; and DOES 1 through 100,**
15 **inclusive,**
16 **Defendant.**

Case No.: 23STCV10942

**[PROPOSED] CONSENT JUDGMENT AS
TO JFC INTERNATIONAL INC.**

**(Health & Safety Code § 25249.6 et. seq. and
Code Civ. Proc. § 664.6)**

KJT LAWGROUP LLP
Jivalagian | Thomassian

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. INTRODUCTION

1.1 The Parties

This [Proposed] Consent Judgment is hereby entered into by and between Berj Parseghian, acting on behalf of the public interest (hereinafter “Parseghian”) and JFC INTERNATIONAL INC. (hereinafter “JFC” or “Defendant”). Collectively Parseghian and JFC shall be referred to hereafter as the “Parties” and each of them as a “Party.” Parseghian is an individual residing in California who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products. Defendant is a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

1.2 Allegations and Representations

Parseghian alleges that Defendant has offered for sale in the State of California and has sold in California, products, which contain lead, and that such sales have not been accompanied by Proposition 65 warnings. Lead is listed under Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. Defendant denies the allegations and contends that there is no exposure and no violation under Proposition 65 for an alleged failure to warn.

1.3 Covered Product Description

The products that are covered by this Consent Judgment are identified as Dynasty Rice Paper including but not limited to: “Dynasty - Premium Quality Rice Paper; UPC #: 0 11152 44953 1.” All such products shall be referred to herein as the “Covered Product.”

1.4 Notices of Violation/Complaint

1.4.1 On or about September 7, 2022, Parseghian served JFC and various public enforcement agencies with a document entitled "60-Day Notice of Violation" pursuant to Health &

1 Safety Code §25249.7(d) (the "Notice"), alleging that JFC was in violation of Proposition 65 for failing
2 to warn consumers and customers that the Covered Product exposed users in California to lead. No
3 public enforcer diligently prosecuted the claims threatened in the Notice within sixty days plus service
4 time relative to the provision of the Notice to them by Parseghian.

5
6 1.4.2 On May 16, 2023, Parseghian, acting in the interest of the general public in the State
7 of California, filed a complaint in the Superior Court of Los Angeles County alleging violations of
8 Health & Safety Code §25249.6 (the "Complaint") based on the alleged failure to warn of exposures
9 to lead contained in the Covered Product manufactured, distributed, or sold by Defendant.

10 **1.5 Effective Date**

11 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this
12 Consent Judgment is entered as a judgment of the Court.

13 For purposes of this Consent Judgment, the term "Execution Date" shall mean the date this
14 Consent Judgment is signed by all parties in Clause 16 below.

15
16 **2. STIPULATION TO JURISDICTION/NO ADMISSION**

17 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
18 jurisdiction over Defendant as to the allegations contained in the complaint filed in this matter, that
19 venue is proper in the County of Los Angeles, and that this Court has jurisdiction to approve, enter,
20 and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all
21 claims which were or could have been raised in the Complaint based on the facts alleged therein
22 and/or in the Notice.

23
24 Defendant denies the material, factual and legal allegations contained in Plaintiff's Notice and
25 Complaint, and maintains that all products, including but not limited to the Covered Product, that
26 they have sold and distributed in California have been and are in compliance with all applicable laws,
27 and are completely safe for their intended use. Nothing in this Consent Judgment shall be construed
28

1 as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall
2 compliance with this Consent Judgment constitute or be construed as an admission by Defendant of
3 any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by
4 Defendant, including, but not limited to, any admission related to exposure of failure to warn.
5 However, this section shall not diminish or otherwise affect the obligations, responsibilities, and
6 duties of Defendant under this Consent Judgment.
7

8 **3. INJUNCTIVE RELIEF: WARNINGS, REFORMULATION AND TESTING**

9 **3.1** By the Effective Date, JFC agrees to discontinue “Distributing into the State of
10 California” or manufacturing the Covered Product. The injunctive relief in Section 3 does not apply
11 to any Covered Product that was manufactured, distributed, or sold prior to the Effective Date and all
12 claims as to such Covered Product is released in this Consent Judgment.

13 In the event JFC decides to manufacture or sell the Covered Product again in the future, any
14 Covered Product sold in the State of California shall not expose a person to a “Daily Lead Exposure
15 Level” of more than 0.5 micrograms of lead per day unless it meets the warning requirements under
16 Section 3.2.

17 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State of California"
18 shall mean to directly ship a Covered Product into California for sale in California or to sell a
19 Covered Product to a distributor that JFC knows or has reason to know will sell the Covered Product
20 in California.
21

22 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure Level" shall be
23 measured in micrograms, and shall be calculated using the following formula: micrograms of lead per
24 gram of product, multiplied by grams of product per serving of the product (using the largest serving
25 size appearing on the product label), multiplied by servings of the product per day (using the largest
26 number of recommended daily servings appearing on the label), which equals micrograms of lead
27
28

1 exposure per day. If the label contains no recommended daily servings, then the number of
2 recommended daily servings shall be one.

3 **3.2 Clear and Reasonable Warnings**

4 3.2.1 If JFC is required to provide a warning pursuant to Section 3.1, the following
5 warnings must be utilized ("Warning"):
6

7 **WARNING:** Consuming this product can expose you to chemicals including lead,
8 which is known to the State of California to cause cancer and, birth defects or other
reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

9 The Warning shall be securely affixed to or printed upon the label of each Covered Product
10 and it must be set off from other surrounding information. In addition, for any Covered Product sold
11 over the internet, the Warning shall appear on the checkout page, or prominently displayed to the
12 purchaser prior to completing the purchase, in full text or through a clearly marked hyperlink using
13 the word "**WARNING**" in all capital and bold letters when a California delivery address is indicated
14 for any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a
15 page prominently displaying the Warning without content that detracts from the Warning.
16

17 The Warning shall be at least the same size as the largest of any other health or safety
18 warnings also appearing on the website or on the label and the word "**WARNING**" shall be in all
19 capital letters and in bold print. No statements intended to or likely to have the effect of diminishing
20 the impact of the Warning on the average lay person shall accompany the Warning. Further, no
21 statements may accompany the Warning that state or imply that the source of the listed chemical has
22 an impact on or results in a less harmful effect of the listed chemical.
23

24 JFC must display the above Warning with such conspicuousness, as compared with other
25 words, statements or designs on the label, or on its website, if applicable, to render the Warning likely
26 to be read and understood by an ordinary individual under customary conditions of purchase or use
27 of the product.
28

KJTLAWGROUP_{LLP}
Jivalagian | Thomassian

1 For purposes of this Consent Judgment, the term "label" means a display of written, printed or
2 graphic material that is printed on or affixed to a Covered Product or its immediate container or
3 wrapper.

4 Notwithstanding the foregoing, Defendant may comply with this Section 3 by providing
5 warnings as specified in the Proposition 65 regulations applicable to the Covered Product and
6 chemical at issue, in effect as of the Effective Date, or as such regulations may be modified or
7 amended in the future. Defendant may also satisfy the warning requirement by complying with the
8 requirements of 27 Cal. Code Regs. § 25600.2(b).

10 **4. PAYMENTS PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)**

11 With regard to all claims that have been raised or which could be raised with respect to failure
12 to warn pursuant to Proposition 65 with regard to lead in the Covered Product, Defendant shall pay a
13 civil penalty of \$5,000.00 pursuant to Health and Safety Code section 25249.7(b), to be apportioned
14 in accordance with California Health & Safety Code § 25192. Defendant shall issue two separate
15 checks for the penalty payment: (a) one check made payable to “KJT Law Group LLP in Trust for
16 the State of California’s Office of Environmental Health Hazard Assessment (“in Trust for
17 OEHHA”) in an amount representing 75% of the total penalty (i.e., \$3,750.00) and (b) one check to
18 “KJT Law Group LLP in Trust for Berj Parseghian” in an amount representing 25% of the total
19 penalty (i.e., \$1,250.00). Two separate 1099s shall be issued for the above payments: The first 1099
20 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486). The second
21 1099 shall be issued to KJT Law Group LLP, who shall furnish a W-9 at least five calendar days
22 before payment is due. Defendant shall mail these payments within ten (10) business days following
23 the Effective Date, at which time such payments shall be mailed to the following address:

24
25
26 **KJT LAW GROUP LLP**
27 **230 N. Maryland Avenue, Suite 306**
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Glendale, CA 91206

5. REIMBURSEMENT OF FEES AND COSTS

The parties reached an accord on the compensation due to Parseghian and his counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Defendant shall reimburse Parseghian’s counsel for fees and costs, incurred as a result of investigating, bringing this matter to Defendant attention, and negotiating a settlement in the public interest. Defendant shall pay Parseghian’s counsel \$40,000.00 for all attorneys’ fees, expert and investigation fees and related costs associated with this matter and the Notice. Defendant shall mail a check payable to “KJT Law Group,” via certified mail to the address for Parseghian’s counsel referenced above. To allow for the issuance of a timely payment pursuant to the above, Parseghian shall provide Defendant with a completed IRS Form W-9 for the KJT Law Group.

6. RELEASE OF ALL CLAIMS

6.1 Parseghian’s Release of Defendant, Releasees, and Downstream Releasees

As to those matters raised in the Complaint and in the Notice of Violation, Parseghian, on behalf of himself, *and on behalf of the public interest*, and its past and current agents, representatives, attorneys, successors and/or assignees (the “Releasers), hereby waives and releases any and all claims against Defendant and its trustees, parent companies, corporate affiliates, subsidiaries, predecessors, successors and assigns (collectively “Releasees”) and each entity or party to whom Defendant directly or indirectly distributes or sells the Covered Product including without limitation, distributors, wholesalers, licensors, licensees, auctioneers, retailers, including but not limited to Gelson’s Markets, franchisees, dealers, customers, owners, purchasers, users (collectively “Downstream Releasees”), and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses, or any other sum incurred or

1 claimed, for the alleged failure of Defendant, Releasees, or Downstream Releasees to provide clear,
2 accurate and reasonable warnings under Proposition 65 about exposure to lead arising from the sale,
3 distribution, or use of any Covered Product sold, manufactured or distributed by Defendant,
4 Releasees, or Downstream Releasees in California, up through the Effective Date. Compliance with
5 the Consent Judgment by Defendant, a Releasee, or a Downstream Releasee shall constitute
6 compliance with Proposition 65 by that Defendant, Releasee, or Downstream Releasee with respect
7 to the presence of lead in the Covered Product. Plaintiff agrees that any and all claims in the
8 Complaint are resolved with prejudice by this Consent Judgment.

9
10 In addition to the foregoing, Parseghian, on behalf of himself, his past and current agents,
11 representatives, attorneys, and successors and/or assignees, and not in his representative capacity,
12 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and
13 releases any other Claims that he could make against Defendant, Releasees, or Downstream
14 Releasees with respect to violations of Proposition 65 based upon the Covered Product. With
15 respect to the foregoing waivers and releases in this paragraph, Parseghian hereby specifically waives
16 any and all rights and benefits which he now has, or in the future may have, conferred by virtue of the
17 provisions of Section 1542 of the California Civil Code, which provides as follows:
18

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
20 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
21 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
22 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
23 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

24 **6.2 Defendant’s Release of Parseghian**

25 Defendant waives any and all claims against Parseghian, his attorneys and other
26 representatives, for any and all actions taken or statements made (or those that could have been taken
27 or made) by Parseghian and his attorneys and other representatives, in the course of investigating
28 claims or otherwise seeking enforcement of Proposition 65 against them in this matter, and/or with
respect to the Covered Product.

1 **7. SEVERABILITY AND MERGER**

2 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
3 document are held by a court to be unenforceable, the validity of the enforceable provisions
4 remaining shall not be adversely affected.

5 This Consent Judgment contains the sole and entire agreement of the Parties and any and all
6 prior negotiations and understandings related hereto shall be deemed to have been merged within it.
7 No representations or terms of agreement other than those contained herein exist or have been made
8 by any Party with respect to the other Party or the subject matter hereof.

10 **8. GOVERNING LAW**

11 The terms of this Consent Judgment shall be governed by the laws of the State of California
12 and apply within the State of California.

14 **9. NOTICES**

15 Unless specified herein, all correspondence and notices required to be provided pursuant to
16 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,
17 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
18 other party at the following addresses:

20 For JFC International Inc.:

21 Yaeri K. Yamamoto, Esq.
22 Steven G. Teraoka, Esq.
23 **Teraoka & Partners LLP**
24 Four Embarcadero Center Suite 1400
25 San Francisco, CA 94111
26 Phone: 415-981-3100
27 Fax: 415-981-0222

28 and

For Parseghian:

Tro Krikorian, Esq.
KJT LAW GROUP, LLP
230 N. Maryland Ave. Suite 306

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Glendale, CA 91206
Phone: 818-507-8528
Fax: 818-507-8588

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

10. DRAFTING

The terms of this Consent Judgment have been reviewed by the respective counsel for each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the preparation and drafting of this Consent Judgment.

11. COUNTERPARTS; EMAIL OR FACSIMILE SIGNATURES

This Consent Judgment may be executed in counterparts and by email or facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL

Parseghian agrees to comply with the requirements set forth in California Health & Safety Code §25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment and Defendants shall support approval of such Motion.

This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved and entered by the Court within twelve months after it has been fully executed by the Parties.

KJT LAWGROUP LLP
Jivalagian | Thomassian

1 **13. MODIFICATION**

2 This Consent Judgment may be modified only by further stipulation of the Parties and the
3 approval of the Court or upon the granting of a motion brought to the Court by either Party.

4 **14. ATTORNEY'S FEES**

5 A party who unsuccessfully brings or contests an action arising out of this Consent Judgment
6 shall be required to pay the prevailing party's reasonable attorney's fees and costs unless the
7 unsuccessful party has acted with substantial justification. For purposes of this Consent Judgment, the
8 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
9 Code of Civil Procedure Section 2016, et seq.

10 **15. RETENTION OF JURISDICTION**

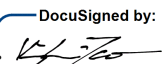
11 This Court shall retain jurisdiction of this matter to implement or modify the Consent
12 Judgment.

13 **16. AUTHORIZATION**

14 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party
15 he or she represents to stipulate to this Consent Judgment.

16 **STIPULATED AND AGREED TO:**

17 Date: 8/21/2023
18 By: _____
19 DocuSigned by:
20 **BERJ PARSEGHIAN**
17B4A0E5087E404...

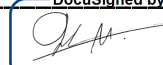
Date: 8/21/2023
By: _____
DocuSigned by:

0A6A2D4D36B1462...

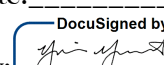
21 **BERJ PARSEGHIAN**

Kiyoshi Tamai

[print name]
JFC INTERNATIONAL INC.

22 **APPROVED AS TO FROM:**

23 Date: 8/21/2023
24 By: _____
25 DocuSigned by:
26 
D911CF9328E0472...

Date: 8/21/2023
By: _____
DocuSigned by:

384BF055CF9344A...

27 **TRO KRIKORIAN, ESQ.**
28 **ATTORNEY FOR PLAINTIFF,**
BERJ PARSEGHIAN

YAERI YAMAMOTO, ESQ.
ATTORNEY FOR DEFENDANT,
JFC INTERNATIONAL INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____

Judge of the Superior Court

KJT LAWGROUP LLP
Jivalagian | Thomasian