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Attorneys for Plaintiff,
BERJ PARSEGHIAN

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

BERJ PARSEGHIAN, in the public interest,
Plaintiff,

v.

Food Ireland, Inc.; Cost Plus World Market,
LLC; World Market, LLC; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV28194

**[PROPOSED] CONSENT JUDGMENT AS
TO KEOGH'S CRISPS, LTD.**

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

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This [Proposed] Consent Judgment is hereby entered into by and between BERJ
4 PARSEGHIAN, acting on behalf of the public interest (hereinafter "PARSEGHIAN") and
5 KEOGH'S CRISPS, LTD. hereinafter ("KEOGH'S"). Collectively Parseghian and KEOGH'S shall
6 be referred to hereafter as the "Parties" and each of them as a "Party." Parseghian is an individual
7 residing in California who seeks to promote awareness of exposures to toxic chemicals and improve
8 human health by reducing or eliminating hazardous substances contained in consumer products. For
9 the purposes of this Consent Judgment, the Parties agree that KEOGH'S is a person in the course of
10 doing business within the meaning of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

11 **1.2 Allegations and Representations**

12 Parseghian alleges that Defendant has offered for sale in the State of California and has sold in
13 California, certain products, which contain cadmium and expose consumers to this chemical at a level
14 requiring a Proposition 65 warning. Cadmium is listed under Proposition 65 as a chemical known to
15 the State of California to cause cancer and birth defects or other reproductive harm. Defendant
16 denies the allegations and contends that there is no exposure requiring a warning and no violation
17 under Proposition 65 for an alleged failure to warn.

18 **1.3 Covered Products Description**

19 The products that are covered by this Consent Judgment are defined as Keogh's Irish Potato
20 Chips, including but not limited to: "Keogh's - Irish Potato Chips - Truffle and Real Irish Butter;
21 UPC #: 8 50804 00848 7". All such items shall be referred to herein as the "Covered Products."

22 **1.4 Notice of Violation/Complaint**

23 1.4.1 On or about November 21, 2022, Parseghian served KEOGH'S and various public
24 enforcement agencies with a document entitled "60-Day Notice of Violation" pursuant to Health and
25 Safety Code §25249.7(d) (the "Notice"), alleging that KEOGH'S was in violation of Proposition 65 for
26 failing to warn consumers and customers that the Covered Products exposed users in California to
27 Cadmium. No public enforcer diligently prosecuted the claims threatened in the Notice within sixty
28 days plus service time relative to the provision of the Notice to them by Parseghian.

1.4.2 On November 17, 2023, Parseghian, acting in the interest of the general public in the State of California, filed a complaint in the Superior Court of Los Angeles County alleging violations of Health & Safety Code §25249.6 (the “Complaint”) based on the alleged failure to warn of exposures to Cadmium contained in Covered Products manufactured, distributed, or sold by KEOGH’S.

1.5 Effective Date and Application of this Consent Judgment

For purposes of this Consent Judgment, the term “Effective Date” shall mean the date this Consent Judgment is entered as a judgment of the Court. For purposes of this Consent Judgment, the term “Compliance Date” shall mean ninety (90) days after the Effective Date.

2. STIPULATION TO JURISDICTION/NO ADMISSION

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

Nothing in this Consent Judgment shall be construed as an admission by KEOGH’S of any fact, finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an admission by KEOGH’S of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by KEOGH’S, including, but not limited to, any admission related to exposure of failure to warn. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of KEOGH’S under this Consent Judgment.

3. INJUNCTIVE RELIEF: WARNINGS, REFORMULATION AND TESTING

3.1 Beginning on the Compliance Date, KEOGH'S shall be permanently enjoined from manufacturing for sale in the State of California, or directly selling in the State of California, any Covered Product that expose a person to a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of cadmium per day, unless it meets the warning requirements under Section 3.2.

3.1.1 The injunctive relief in Section 3 does not apply to any Covered Product that was manufactured, packaged, distributed, shipped or sold by KEOGH'S prior to the Compliance Date. All claims as to such Covered Product are released in this Consent Judgment.

3.1.2 For purposes of this Consent Judgment, the "Daily Cadmium Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of cadmium per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the label), which equals micrograms of cadmium exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

3.2 Clear and Reasonable Warnings

If KEOGH'S is required to provide a warning pursuant to Section 3.1, the Warning shall comply with the safe harbor provisions of Proposition 65 for food, including 27 C.C.R. § 25607.1-.2. Based on current Proposition 65 requirements one of the following warnings must be utilized ("Warning"):

Option 1:

WARNING: Consuming this product can expose you to chemicals including cadmium, 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.

Option 2:

WARNING: Can expose you to cadmium, a [carcinogen and] reproductive toxicant.
See <http://www.P65Warnings.ca.gov/food>

The Warning shall be securely affixed to or printed upon the label of each Covered Product and it must be set off from other surrounding information. In addition, for any Covered Product sold by Defendant over the internet, the Warning shall appear on the checkout page, or prominently displayed to the purchaser prior to completing the purchase, in full text or through a clearly marked hyperlink using the word **"WARNING"** in all capital and bold letters when a California delivery address is indicated for any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying the Warning without content that detracts from the Warning. The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label and the word **"WARNING"** shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical. KEOGH'S must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, if applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product. For purposes of this Consent Judgment, the term "label" means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or wrapper. The warning must be set off from other surrounding information, enclosed in a box. If consumer information on the package is in a foreign language, the warning must also be provided in the foreign language.

Notwithstanding the foregoing, Defendant may comply with this Section 3 by providing warnings as specified in the Proposition 65 regulations applicable to the Covered Products and chemical at issue, in effect as of the Effective Date, or as such regulations may be modified or amended in the future.

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

With regard to all claims that have been raised or which could be raised with respect to failure to warn pursuant to Proposition 65 with regard to cadmium in the Covered Products, KEOGH'S shall pay a civil penalty of \$4,000.00 pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of the penalty remitted to Parseghian, as provided by California Health & Safety Code § 25249.12(d) and the payment instructions below. Parseghian's counsel shall be responsible for delivering OEHHA's and Parseghian's portions of any penalty payment made under this Agreement.

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, KEOGH'S shall reimburse Parseghian's counsel for fees and costs, incurred as a result of investigating, bringing this matter to KEOGH'S attention, and negotiating a settlement in the public interest. KEOGH'S shall pay Parseghian's counsel \$46,000.00 for all attorneys' fees, expert and investigation fees and related costs associated with this matter and the Notice as provided by the payment instructions below.

6. PAYMENT INFORMATION

KEOGH'S shall make one full \$50,000.00 payment for all fees and penalties within ten (10) business days following the Effective Date, at which time such payment shall be delivered via wire

transfer, U.S. mail or any other delivery method to:

KJT LAW GROUP LLP
230 N. Maryland Avenue, Suite 306
Glendale, CA 91206

7. RELEASE OF ALL CLAIMS

6.1 Parseghian's Release of KEOGH'S, 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, hereby waives and releases any and all claims against KEOGH'S its parent companies, corporate affiliates, subsidiaries, predecessors, successors and assigns (collectively "Releasees") and each of its distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, all parties named in the Notice and the Complaint, including but not limited to: Food Ireland, Inc., Cost Plus World Market, LLC, and World Market, LLC (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 claimed, for the alleged failure of KEOGH'S, Releasees or Downstream Releasees to provide clear, accurate and reasonable warnings under Proposition 65 about exposure to cadmium arising from the sale, distribution, or use of any Covered Products sold, manufactured or distributed by KEOGH'S, Releasees or Downstream Releasees in California. Compliance with the Consent Judgment by KEOGH'S or a Releasee shall constitute compliance with Proposition 65 by that KEOGH'S, Releasee, or Downstream Releasee with respect to the presence of cadmium in the Covered Products. Plaintiff agrees that any and all claims in the Complaint are resolved with prejudice by this Consent Judgment.

In addition to the foregoing, Parseghian, on behalf of himself, his past and current agents,

representatives, attorneys, and successors and/or assignees, and not in his representative capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases any other Claims that he could make against KEOGH'S, Releasees or Downstream Releasees arising up to the Compliance Date with respect to violations of Proposition 65 based upon the Covered Products. With respect to the foregoing waivers and releases in this paragraph, Parseghian hereby specifically waives any and all rights and benefits which he now has, or in the future may have, conferred by virtue of the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7.2 KEOGH'S Release of Parseghian

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

8. SEVERABILITY AND MERGER

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

This Consent Judgment contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made

by any Party with respect to the other Party or the subject matter hereof.

9. GOVERNING LAW

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

10. NOTICES

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

For KEOGH'S:

Kendra L. Tietjen, Esq.
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
Phone: 415.433.0990
Email: Kendra.Tietjen@wilsonelser.com

and

For Parseghian:

Tro Krikorian, Esq.
KJT LAW GROUP, LLP
230 N. Maryland Ave. Suite 306
Glendale, CA 91206
Phone: 818.507.8528
Email: Tro@kjtlawgroup.com

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.

11. 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

1 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
2 and no provision of this Consent Judgment shall be construed against any Party, based on the fact that
3 one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion
4 of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the
5 preparation and drafting of this Consent Judgment.

6
7 **12. COUNTERPARTS; EMAIL OR FACSIMILE SIGNATURES**

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

11 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL**

12 Parseghian agrees to comply with the requirements set forth in California Health & Safety
13 Code §25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment and
14 KEOGH'S shall not oppose approval of such Motion.

15
16 This Consent Judgment shall not be effective until it is approved and entered by the Court
17 and shall be null and void if, for any reason, it is not approved and entered by the Court within twelve
18 months after it has been fully executed by the Parties.

19 **14. MODIFICATION**

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

22 **15. ATTORNEY'S FEES**

23 A party who unsuccessfully brings or contests an action arising out of this Consent Judgment
24 shall be required to pay the prevailing party's reasonable attorney's fees and costs unless the
25 unsuccessful party has acted with substantial justification. For purposes of this Consent Judgment, the
26 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
27
28

Code of Civil Procedure Section 2016, et seq.

16. RETENTION OF JURISDICTION

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

17. AUTHORIZATION

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

STIPULATED AND AGREED TO:

01 / 20 / 2026
Date: _____

By: Berj Parseghian

BERJ PARSEGHIAN

Date: 01/14/2026

By: David Waldron

David Waldron

[print name]

KEOGH'S CRISPS, LTD.

APPROVED AS TO FORM:

Date: 01/21/2026

By: [Signature]

TRO KRIKORIAN, ESQ.
ATTORNEY FOR PLAINTIFF,
BERJ PARSEGHIAN

Date: [Signature]

By: 1/13/26

KENDRA L. TIETJEN, ESQ.
ATTORNEY FOR DEFENDANT,
KEOGH'S CRISPS, LTD.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____

Judge of the Superior Court