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9 Attorneys for Plaintiff,
10 **TAMAR KALOUSTIAN**

11
12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 **TAMAR KALOUSTIAN,**
16
17 **Plaintiff,**

18 **v.**

19 **Mindful Foods, Inc.; Whole Foods Market**
20 **California, Inc., a California Corporation; and**
21 **DOES 1 through 100, inclusive,**
22 **Defendant.**

Case No.: 23STCV20435

**[PROPOSED] CONSENT JUDGMENT AS
TO WHOLE FOODS MARKET
CALIFORNIA, INC.**

**(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 Tamar Kaloustian,
4 acting on behalf of the public interest (hereinafter “Kaloustian”) and WHOLE FOODS MARKET
5 CALIFORNIA, INC. (hereinafter “WFM” or “Defendant”). Collectively Kaloustian and WFM shall
6 be referred to hereafter as the “Parties” and each of them as a “Party.” Kaloustian 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.
9 Defendant employs ten or more persons and is a person in the course of doing business for
10 purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

11 **1.2 Allegations and Representations**

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

18 **1.3 Covered Product Description**

19 The product that is covered by this Consent Judgment are identified as Soozy’s Grain Free -
20 Mini Grahams - Graham-Style Crackers; UPC #: 8 54640 00753 6. All such items shall be referred
21 to herein as the “Covered Product.”

22 **1.4 Notices of Violation/Complaint**

23 1.4.1 On or about January 4, 2023, Kaloustian served WFM and various public
24 enforcement agencies with a document entitled "60-Day Notice of Violation" pursuant to Health &
25

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

5 1.4.2 On August 25, 2023, Kaloustian, acting in the interest of the general public in the State
6 of California, filed a complaint in the Superior Court of Los Angeles County alleging violations of
7 Health & Safety Code §25249.6 (the "Complaint") based on the alleged failure to warn of exposures
8 to lead contained in the Covered Product manufactured, distributed, or sold by Defendant.
9

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 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any
25 fact, finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment
26 constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law,
27 or violation of law, such being specifically denied by Defendant, including, but not limited to, any
28

admission related to exposure of failure to warn. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

3. INJUNCTIVE RELIEF: WARNINGS, REFORMULATION AND TESTING

3.1 Beginning on the Effective Date, WFM shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, any Covered Product that expose a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day, unless it meets the warning requirements under Section 3.2.

3.1.1 As used in this Consent Judgment, the term "Distributing into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that WFM knows or has reason to know will sell the Covered Product in California. The injunctive relief in Section 3 does not apply to any Covered Product that has left the possession, and is no longer under the control of WFM prior to the Effective Date and all claims as to such Covered Product are released in this Consent Judgment.

3.1.2 For purposes of this Consent Judgment, the "Daily Lead Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead 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 lead 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 WFM is required to provide a warning pursuant to Section 3.1, one of the following warnings

1 must be utilized ("Warning"):

2 **Option 1:**

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

6 **Option 2:**

7 **WARNING:** Can expose you to lead, a [carcinogen and] reproductive toxicant. See
8 <http://www.P65Warnings.ca.gov/food>
9

10 WFM shall use the phrase "cancer and" or "carcinogen and" in the Warning if WFM has
11 reason to believe that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead.

12 The Warning shall be securely affixed to or printed upon the label of each Covered Product
13 and it must be set off from other surrounding information. In addition, for any Covered Product sold
14 over the internet, the Warning shall appear on the checkout page in full text or through a clearly
15 marked hyperlink using the word **"WARNING"** in all capital and bold letters when a California
16 delivery address is indicated for any purchase of any Covered Product. If a hyperlink is used, the
17 hyperlink must go directly to a page prominently displaying either the Option 1 Warning or the
18 Option 2 Warning without content that detracts from the Warning. An asterisk or other identifying
19 method must be utilized to identify which products on the checkout page are subject to the Warning.
20

21 The Warning shall be at least the same size as the largest of any other health or safety
22 warnings also appearing on the website or on the label and the word **"WARNING"** shall be in all
23 capital letters and in bold print. No statements intended to or likely to have the effect of diminishing
24 the impact of the Warning on the average lay person shall accompany the Warning. Further, no
25 statements may accompany the Warning that state or imply that the source of the listed chemical has
26
27
28

an impact on or results in a less harmful effect of the listed chemical. For the Option 2 Warning, a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline shall be placed to the left of the text of the Warning, in a size no smaller than the height of the word "WARNING."

WFM 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.

For purposes of this Consent Judgment, WFM may satisfy the warning requirement by complying with 27 C.C.R. § 25600.2 in connection with any business that is subject to Proposition 65 to which it is selling or transferring the Covered Product. If Kaloustian alleges that any Covered Product fails to adhere to this Consent Judgment, then Kaloustian shall inform WFM of her test results, including information sufficient to permit WFM to identify the Covered Product at issue and investigate. WFM shall, within thirty (30) days following such notice, provide Kaloustian with testing information demonstrating WFM's compliance with the Consent Judgment, or proof that omission of the Warning was due to the Covered Product being packaged, distributed, shipped or sold prior to the Effective Date. The Parties shall first attempt to resolve the matter prior to Kaloustian taking any further legal action.

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

1 to warn pursuant to Proposition 65 with regard to lead in the Covered Product, Defendant shall pay a
2 civil penalty of \$4,000.00 pursuant to Health and Safety Code section 25249.7(b), to be apportioned
3 in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to the
4 State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of
5 the penalty remitted to Kaloustian, as provided by California Health & Safety Code § 25249.12(d)
6 and the instructions directly below.

7
8 Defendant shall issue two separate checks for the penalty payment: (a) one check made
9 payable to "OEHHA" (tax identification number: 68-0284486) in an amount representing 75% of the
10 total penalty (i.e., \$3,000.00 and (b) one check in an amount representing 25% of the total penalty
11 (i.e., \$1,000.00 made payable directly to Kaloustian. Defendant shall mail these payments within ten
12 (10) business days following the Effective Date, at which time such payments shall be mailed to the
13 following addresses respectively:

14
15 All payments owed to Plaintiff shall be delivered to the following payment address:

16 **KJT LAW GROUP LLP**
17 **230 N. Maryland Avenue, Suite 306**
18 **Glendale, CA 91206**

19 All payments owed to OEHHA shall be delivered directly to OEHHA at the following
20 addresses:

21 For United States Postal Delivery:

22 Mike Gyurics
23 Senior Accounting Officer -- MS 19-B
24 Office of Environmental Health Hazard Assessment
25 P.O. Box 4010
26 Sacramento, CA. 95812-0410

27 For Non-United States Postal Service Delivery:

28 Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street

Sacramento, CA 95814

5. REIMBURSEMENT OF FEES AND COSTS

The parties reached an accord on the compensation due to Kaloustian and her counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Defendant shall reimburse Kaloustian'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 Kaloustian's counsel \$36,000.00 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 Kaloustian's counsel referenced above within thirty (10) business days following the Effective Date.

6. RELEASE OF ALL CLAIMS

6.1 Kaloustian's Release of Defendant, Releasees, and Downstream Releasees

As to those matters raised in the Complaint and in the Notice of Violation, Parseghaian, on behalf of herself, and on behalf of the public interest, hereby waives and releases any and all claims against Defendant 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 (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 Defendant, Releasees or Downstream Releasees to provide clear, accurate and reasonable warnings under Proposition 65 about exposure to lead arising from the sale, distribution, or use of any Covered Product sold, manufactured or distributed by Defendant, Releasees or Downstream Releasees in California, up

through the Effective Date. Compliance with the Consent Judgment by Defendant or a Releasee shall constitute compliance with Proposition 65 by that Defendant, Releasee, or Downstream Releasee with respect to the presence of lead in the Covered Product. The release provisions shall not extend to third-party websites and internet sellers who fail to provide clear and reasonable warnings pursuant to Section 3.2 or to any business that is subject to Proposition 65 to which WFM provided notice pursuant to 27 CCR section 25600.2. Plaintiff agrees that any and all claims in the Complaint are resolved with prejudice by this Consent Judgment.

In addition to the foregoing, Kaloustian, on behalf of herself, her past and current agents, representatives, attorneys, and successors and/or assignees, and not in her 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 she could make against Defendant, Releasees or Downstream Releasees with respect to violations of Proposition 65 based upon the Covered Product. With respect to the foregoing waivers and releases in this paragraph, Kaloustian hereby specifically waives any and all rights and benefits which she 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.2 Defendant's Release of Kaloustian

Defendant waives any and all claims against Kaloustian, her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Kaloustian 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 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.

9 **8. GOVERNING LAW**

10 The terms of this Consent Judgment shall be governed by the laws of the State of California
11 and apply within the State of California. Compliance with the terms of this Consent Judgment
12 resolves any issue, now or in the future, as to the requirements of Proposition 65 with respect to
13 alleged exposures to lead arising from the Covered Product. In the event that Proposition 65 or its
14 implementing regulations are repealed or are otherwise rendered inapplicable by reason of law
15 generally, or as to the Covered Product, then WFM may modify this Settlement Agreement to
16 reflect such changes to the law, as set forth in Section 13.

17 **9. NOTICES**

18 Unless specified herein, all correspondence and notices required to be provided pursuant to
19 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,
20 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
21 other party at the following addresses:
22
23

24 For Whole Foods Market California, Inc.:

25 J.T. Wells Blaxter, Esq.
26 **BLAXTER & BLACKMAN, LLP**
27 601 Montgomery Street, Suite 1110
28 San Francisco, California 94111
Phone: 415-500-7700

1 and

2 For Kaloustian:

3 Tro Krikorian, Esq.
4 **KJT LAW GROUP, LLP**
5 230 N. Maryland Ave. Suite 306
6 Glendale, CA 91206
7 Phone: 818-507-8528
8 Fax: 818-507-8588

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

11 **10. DRAFTING**

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

20 **11. COUNTERPARTS; EMAIL OR FACSIMILE SIGNATURES**

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

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

25 Kaloustian agrees to comply with the requirements set forth in California Health & Safety
26 Code §25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment and
27 Defendants shall support approval of such Motion.
28

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.

13. MODIFICATION

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

14. ATTORNEY'S FEES

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

15. RETENTION OF JURISDICTION

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

16. 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:
12 / 23 / 2025

Date: _____

By: Tamar Kaloustian

TAMAR KALOUSTIAN

Date: 12-16-25

By: [Signature]

John H. Temple II
[print name]

WHOLE FOODS MARKET CALIFORNIA, INC.

1 **APPROVED AS TO FORM:**

2 Date: December 23, 2025

3 By: 

4 **TRO KRIKORIAN, ESQ.**
5 **ATTORNEY FOR PLAINTIFF,**
6 **TAMAR KALOUSTIAN**

December 23, 2025

Date: _____

By: 

J.T. WELLS BLAXTER, ESQ.
ATTORNEY FOR DEFENDANT,
WHOLE FOODS MARKET CALIFORNIA,
7 **INC.**

8 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

9 Dated: _____

Judge of the Superior Court