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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,**

Plaintiff,

v.

Star Anise Foods, LLC; Bristol Farms; and  
**DOES 1 through 100, inclusive,**  
Defendant.

Case No.: 24STCV04358

**[PROPOSED] CONSENT JUDGMENT AS  
TO STAR ANISE FOODS, LLC**

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

**KJT**LAWGROUP<sup>LLP</sup>  
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1     **1. INTRODUCTION**

2             **1.1 The Parties**

3             This [Proposed] Consent Judgment is hereby entered into by and between Berj Parseghian,  
4     acting on behalf of the public interest (hereinafter “Parseghian”) and STAR ANISE FOODS, LLC  
5     (hereinafter “Star Anise” or “Defendant”). Collectively Parseghian and Star Anise shall be referred to  
6     hereafter as the “Parties” and each of them as a “Party.” Parseghian is an individual residing in  
7     California who seeks to promote awareness of exposures to toxic chemicals and improve human  
8     health by reducing or eliminating hazardous substances contained in consumer products. Plaintiff  
9     alleges that Defendant is a person in the course of doing business for purposes of Proposition 65, Cal.  
10    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, 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 of the Complaint, and contends that there is no exposure and no violation under  
17     Proposition 65 for an alleged failure to warn. Defendant specifically denies that any of its products  
18     requires a Proposition 65 warning or otherwise causes harm to any person.

19             **1.3 Covered Product Description**

20             The product covered by this Consent Judgment are identified as Vietnamese – Spring Roll  
21     Rice Wrapper – Banh Trang; UPC #: 8 54775 00211 6. All such products shall be referred to herein  
22     as the “Covered Product.”

23             **1.4 Notices of Violation/Complaint**

1.4.1 On or about February 21, 2023, Parseghian served Star Anise, Bristol Farms, d.b.a. Lazy Acres Market, and various public enforcement agencies with a document entitled "60-Day Notice of Violation" pursuant to Health & Safety Code §25249.7(d) (the "Notice"), alleging that Star Anise was in violation of Proposition 65 for failing to warn consumers and customers that the Covered Product exposed users in California to lead. On or about February 16, 2024, Plaintiff amended the Notice to add United Natural Foods, Inc. as an alleged violator. No public enforcer diligently prosecuted the claims threatened in the Notice within sixty days plus service time relative to the provision of the Notice to them by Star Anise.

1.4.2 On February 21, 2024, 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 lead contained in the Covered Product manufactured, distributed, or sold by Defendant.

#### 1.5 Effective Date

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 "Execution Date" shall mean the date this Consent Judgment is signed by all parties in Clause 16 below.

### 2. STIPULATION TO JURISDICTION/NO ADMISSION

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Defendant 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.

Defendant denies the material, factual and legal allegations contained in Plaintiff's Notice and Complaint, and maintains that all products, including but not limited to the Covered Product, that they have sold and distributed in California have been and are in compliance with all applicable laws, and are completely safe for their intended use. Nothing in this Consent Judgment shall be construed as an admission by Defendant 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 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant, 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 Defendant under this Consent Judgment.

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

**3.1** Beginning on the Effective Date, Star Anise shall be permanently enjoined from "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 Star Anise 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 Star Anise 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

3.2.1 If Star Anise is required to provide a warning pursuant to Section 3.1, one of the following warnings must be utilized ("Warning"):

#### Option 1:

**WARNING:** Consuming this product can expose you to chemicals including lead, 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](http://www.P65Warnings.ca.gov/food).

#### Option 2:

**WARNING:** [Cancer and] Reproductive Harm - <http://www.p65warnings.ca.gov/food>

Star Anise shall use the phrase "cancer and" in the Warning if Star Anise has reason to believe that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead.

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 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"** or **"CALIFORNIA WARNING"** or **"CA 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"** or

1 **"CALIFORNIA WARNING" or "CA WARNING"** shall be in all capital letters and in bold print.  
 2 No statements intended to or likely to have the effect of diminishing the impact of the Warning on  
 3 the average lay person shall accompany the Warning. Further, no statements may accompany the  
 4 Warning that state or imply that the source of the listed chemical has an impact on or results in a less  
 5 harmful effect of the listed chemical.

6  
 7 Star Anise must display the above Warning with such conspicuousness, as compared with  
 8 other words, statements or designs on the label, or on its website, if applicable, to render the Warning  
 9 likely to be read and understood by an ordinary individual under customary conditions of purchase  
 10 or use of the product. For purposes of this Consent Judgment, the term "label" means a display of  
 11 written, printed or graphic material that is printed on or affixed to a Covered Product or its  
 12 immediate container or wrapper. The warning must be set off from other surrounding information,  
 13 enclosed in a box. If consumer information on the package is in a foreign language, the warning must  
 14 also be provided in the foreign language.

15  
 16 Notwithstanding the foregoing, Defendant may comply with this Section 3 by providing  
 17 warnings as specified in the Proposition 65 regulations applicable to the Covered Product and  
 18 chemical at issue, in effect as of the Effective Date, or as such regulations may be modified or  
 19 amended in the future.

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

21  
 22 With regard to all claims that have been raised or which could be raised with respect to failure  
 23 to warn pursuant to Proposition 65 with regard to lead in the Covered Product, Defendant shall pay a  
 24 civil penalty of \$7,000.00 pursuant to Health and Safety Code section 25249.7(b), to be apportioned  
 25 in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to the  
 26 State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of  
 27 the penalty remitted to Parseghian, as provided by California Health & Safety Code § 25249.12(d)  
 28

and the instructions directly below.

Defendant shall issue two separate checks for the penalty payment: (a) one check made payable to “OEHHA” (tax identification number: 68-0284486) in an amount representing 75% of the total penalty (i.e., \$5,250.00) and (b) one check in an amount representing 25% of the total penalty (i.e., \$1,750.00) made payable directly to Parseghian. Defendant shall mail these payments within thirty (30) days following the Effective Date, at which time such payments shall be mailed to the following addresses respectively:

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

**KJT LAW GROUP LLP**

**230 N. Maryland Avenue, Suite 306**

**Glendale, CA 91206**

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

For United States Postal Delivery:

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

For Non-United States Postal Service Delivery:

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 Parseghian and her 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 \$43,000.00 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 within thirty (30) days following the Effective Date. Other than the payment required hereunder, each side is to bear its own attorneys’ fees and costs.

**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 his past and current agents, representatives, attorneys, successors and/or assignees (the “Releasors”), 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, franchisees, dealers, customers, owners, purchasers, users, including but not limited to United Natural Foods, Inc., KeHE Distributors, Inc., and Bristol Farms (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, a Releasee, or a Downstream 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. 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 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, Parseghian 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 Parseghian

Defendant waives any and all claims against Parseghian, her 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 his 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.

## 7. 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.

## 8. 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.

## 9. 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 Star Anise:

Corrie L. Plant, Esq.  
Bick Law LLP  
520 Newport Center Drive, Suite 750  
Newport Beach, CA 92660

For Parseghian:

Tro Krikorian, Esq.  
**KJT LAW GROUP, LLP**  
230 N. Maryland Ave. Suite 306  
Glendale, CA 91206  
Phone: 818-507-8528

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 Defendant 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 eighteen 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.

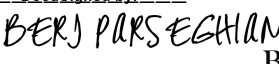

**15. RETENTION OF JURISDICTION**

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

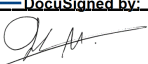
**16. AUTHORIZATION**

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:**

Date: 7/15/2024	DocuSigned by:	Date: 07/15/24
By: 	17B4A0E5087E404...	By: 
BERJ PARSEGHIAN		THAO NGUYEN
		[print name]
		STAR ANISE FOODS, LLC

**APPROVED AS TO FORM:**

Date: 7/15/2024	DocuSigned by:	Date:
By: 	D914CF9328F0472...	By:
TRO KRIKORIAN, ESQ.		CAROLINE L. PLANT, ESQ.
ATTORNEY FOR PLAINTIFF,		ATTORNEY FOR DEFENDANT,
BERJ PARSEGHIAN		STAR ANISE FOODS, LLC

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

Dated: \_\_\_\_\_ Judge of the Superior Court

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Jivallagian | Thomassian

1 unsuccessful party has acted with substantial justification. For purposes of this Consent Judgment, the  
2 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,  
3 Code of Civil Procedure Section 2016, et seq.

4 **15. RETENTION OF JURISDICTION**

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

7 **16. AUTHORIZATION**

8 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party  
9 he or she represents to stipulate to this Consent Judgment.  
10  
11

12 **STIPULATED AND AGREED TO:**

13 Date: \_\_\_\_\_

Date: \_\_\_\_\_

14 By: \_\_\_\_\_

By: \_\_\_\_\_

15 BERJ PARSEGHIAN

16 \_\_\_\_\_  
[print name]  
STAR ANISE FOODS, LLC

17 **APPROVED AS TO FORM:**

18 Date: \_\_\_\_\_

Date: July 12, 2024

19 By: \_\_\_\_\_

20 By:  \_\_\_\_\_

21 **TRO KRIKORIAN, ESQ.**  
22 ATTORNEY FOR PLAINTIFF,  
23 BERJ PARSEGHIAN

**CAROLINE L. PLANT, ESQ.**  
ATTORNEY FOR DEFENDANT, STAR  
ANISE FOODS, LLC

24  
25 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

26 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court