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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**

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

13 **v.**

14 **Tru Brands, Inc.; and DOES 1 through 100,**
15 **inclusive,**
16 **Defendant.**

Case No.: 26STCV04062

**[PROPOSED] CONSENT JUDGMENT AS
TO TRU BRANDS, INC.**

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

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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 TRU BRANDS, INC. (hereinafter “TRU BRANDS” or “Defendant”). Collectively Parseghian and TRU BRANDS shall be referred to hereafter as the “Parties” and each of them as a “Party.” Parseghian is alleged to be 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. For purposes of this consent judgment, 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 cadmium, 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. Cadmium is listed under Proposition 65 as a chemical known to the State of California to cause 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 product that is covered by this Consent Judgment are identified as Trubar - Plant Based Protein Bars. All such items shall be referred to herein as the “Covered Product.”

1.4 Notices of Violation/Complaint

1.4.1 On or about September 4, 2025, Parseghian served TRU BRANDS and various public enforcement agencies with a document entitled "60-Day Notice of Violation" pursuant to

1 Health & Safety Code §25249.7(d) (the "Notice"), alleging that TRU BRANDS was in violation of
2 Proposition 65 for failing to warn consumers and customers that the Covered Product exposed users
3 in California to lead and cadmium. No public enforcer diligently prosecuted the claims threatened in
4 the Notice within sixty days plus service time relative to the provision of the Notice to them by
5 Parseghian.
6

7 1.4.2 On February 6, 2026, Parseghian, acting in the interest of the general public in the
8 State of California, filed a complaint in the Superior Court of Los Angeles County alleging violations
9 of Health & Safety Code §25249.6 (the "Complaint") based on the alleged failure to warn of
10 exposures to lead and cadmium contained in the Covered Product manufactured, distributed, or sold
11 by Defendant.
12

13 **1.5 Effective Date**

14 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this
15 Consent Judgment is entered as a judgment of the Court. For purposes of this Consent Judgment, the
16 term "Compliance Date" shall mean 60 days after the Effective Date.
17

18 For purposes of this Consent Judgment, the term "Execution Date" shall mean the date this
19 Consent Judgment is signed by all parties in Clause 16 below.
20

21 **2. STIPULATION TO JURISDICTION/NO ADMISSION**

22 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
23 jurisdiction over Defendant as to the allegations contained in the complaint filed in this matter, that
24 venue is proper in the County of Los Angeles, and that this Court has jurisdiction to approve, enter,
25 and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all
26 claims which were or could have been raised in the Complaint based on the facts alleged therein
27 and/or in the Notice.
28

Nothing in this Consent Judgment shall be construed as an admission by Defendant of any

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

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

9 **3.1** Beginning on the Compliance Date, for all Covered Products that TRU BRANDS
10 manufactures for sale in the State of California, "Distributes for sale into the State of California," or
11 directly selling in the State of California, the Covered Product must meet (a) a "Daily Lead Exposure
12 Level" of no more than 0.5 micrograms of lead per day, (b) a "Daily Cadmium Exposure Level" of
13 no more than 4.1 micrograms of cadmium per day. If TRU BRANDS does not comply with the
14 "Daily Lead Exposure Level" or "Daily Cadmium Exposure Level," it must meet the warning
15 requirements under Section 3.2.
16

17 **3.1.1** As used in this Consent Judgment, the term "Distributes for sale into the State of
18 California" shall mean to directly ship a Covered Product into California for sale in California or to
19 sell a Covered Product to a distributor that TRU BRANDS knows or has reason to know will sell the
20 Covered Product in California. The injunctive relief in Section 3 does not apply to any Covered
21 Product that has left the possession, and is no longer under the control of TRU BRANDS prior to
22 the Compliance Date and all claims as to such Covered Product are released in this Consent
23 Judgment.
24

25 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure Level" and "Daily
26 Cadmium Exposure Level" shall be measured in micrograms, and shall be calculated using the
27 following formula: micrograms of lead or cadmium per gram of product, multiplied by grams of
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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 or 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 TRU BRANDS 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 [lead and/or cadmium], which is [are] known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

Option 2:

WARNING: Risk of [cancer from exposure to lead and] birth defects or other reproductive harm from exposure to [lead, or cadmium]. See www.P65Warnings.ca.gov/food

Option 3:

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

TRU BRANDS shall use the phrase "cancer and" or "carcinogen and" in the Warning if TRU BRANDS 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 in full text or through a clearly marked hyperlink using the word "**WARNING**" in all capital and bold letters when a California

1 delivery address is indicated for any purchase of any Covered Product. If a hyperlink is used, the
2 hyperlink must go directly to a page prominently displaying either the Option 1 Warning or the
3 Option 2 Warning without content that detracts from the Warning. An asterisk or other identifying
4 method must be utilized to identify which products on the checkout page are subject to the Warning.

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6 The Warning shall be at least the same size as the largest of any other health or safety
7 warnings also appearing on the website or on the label and the word "**WARNING**" shall be in all
8 capital letters and in bold print. No statements intended to or likely to have the effect of diminishing
9 the impact of the Warning on the average lay person shall accompany the Warning. Further, no
10 statements may accompany the Warning that state or imply that the source of the listed chemical has
11 an impact on or results in a less harmful effect of the listed chemical. For the Option 2 Warning, a
12 symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black
13 outline shall be placed to the left of the text of the Warning, in a size no smaller than the height of the
14 word "**WARNING.**"

15
16 TRU BRANDS must display the above Warning with such conspicuousness, as compared
17 with other words, statements or designs on the label, or on its website, if applicable, to render the
18 Warning likely to be read and understood by an ordinary individual under customary conditions of
19 purchase or use of the product. For purposes of this Consent Judgment, the term "label" means a
20 display of written, printed or graphic material that is printed on or affixed to a Covered Product or its
21 immediate container or wrapper. The warning must be set off from other surrounding information,
22 enclosed in a box. If consumer information on the package is in a foreign language, the warning must
23 also be provided in the foreign language.

24
25 **4. PAYMENTS PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)**

26 With regard to all claims that have been raised or which could be raised with respect to failure
27 to warn pursuant to Proposition 65 with regard to lead and cadmium in the Covered Product,
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1 Defendant shall pay a civil penalty of \$6,000.00 pursuant to Health and Safety Code section
2 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with 75%
3 of these funds remitted to the State of California’s Office of Environmental Health Hazard
4 Assessment and the remaining 25% of the penalty remitted to Parseghian, as provided by California
5 Health & Safety Code § 25249.12(d) and the instructions directly below.
6

7 Defendant shall issue two separate checks for the penalty payment: (a) one check made
8 payable to “OEHHA” (tax identification number: 68-0284486) in an amount representing 75% of the
9 total penalty (i.e., \$4,500.00 and (b) one check in an amount representing 25% of the total penalty
10 (i.e., \$1,500.00 made payable directly to Parseghian. Defendant shall mail these payments within
11 fourteen (14) business days following the Effective Date, or upon receipt of W-9 forms from the
12 appropriate payees, whichever is later, at which time such payments shall be mailed to the following
13 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

1 1001 I Street
2 Sacramento, CA 95814

3 **5. REIMBURSEMENT OF FEES AND COSTS**

4 The parties reached an accord on the compensation due to Parseghian and her counsel under
5 the private attorney general doctrine and principles of contract law. Under these legal principles,
6 Defendant shall reimburse Parseghian's counsel for fees and costs, incurred as a result of investigating,
7 bringing this matter to Defendant attention, and negotiating a settlement in the public interest.

8 Defendant shall pay Parseghian's counsel \$34,000.00 for all attorneys' fees, expert and investigation
9 fees and related costs associated with this matter and the Notice. Defendant shall mail a check
10 payable to "KJT Law Group," via certified mail to the address for Parseghian's counsel referenced
11 above within fourteen (14) business days following the Effective Date, or upon receipt of W-9 forms
12 from the appropriate payees, whichever is later.

13
14 **6. RELEASE OF ALL CLAIMS**

15 **6.1 Parseghian's Release of Defendant, Releasees, and Downstream Releasees**

16 As to those matters raised in the Complaint and in the Notice of Violation, Parseghian, on
17 behalf of himself, and on behalf of the public interest, hereby waives and releases any and all claims
18 against Defendant its parent companies, corporate affiliates, subsidiaries, predecessors, successors
19 and assigns (collectively "Releasees") and each of its distributors, wholesalers, licensors, licensees,
20 auctioneers, retailers (including but not limited to, Sprouts Farmers Market, Inc. and Target
21 Corporation and their respective parents, subsidiaries, and affiliated entities), franchisees, dealers,
22 customers, owners, purchasers, users (collectively "Downstream Releasees") and their respective
23 officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and
24 parent entities for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees (including
25 fees of attorneys, experts, and others), costs, expenses, or any other sum incurred or claimed, for the
26 alleged failure of Defendant, Releasees or Downstream Releasees to provide clear, accurate and
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1 reasonable warnings under Proposition 65 about exposure to lead and cadmium arising from the sale,
2 distribution, or use of any Covered Product sold, manufactured or distributed by Defendant,
3 Releasees or Downstream Releasees in California, up through the Compliance Date. Compliance
4 with the Consent Judgment by Defendant or a Releasee shall constitute compliance with Proposition
5 65 by that Defendant, Releasee, or Downstream Releasee with respect to the presence of lead and
6 cadmium in the Covered Product. Plaintiff agrees that any and all claims in the Complaint are
7 resolved with prejudice by this Consent Judgment.
8

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

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

22 **6.2 Defendant’s Release of Parseghian**

23 Defendant waives any and all claims against Parseghian, his attorneys and other
24 representatives, for any and all actions taken or statements made (or those that could have been taken
25 or made) by Parseghian and his attorneys and other representatives, seeking enforcement of
26 Proposition 65 against them in this matter, and/or with respect to the Covered Product.
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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 Tru Brands, Inc.:
Jeffrey Margulies, Esq.
Eva Yang, Esq.
Norton Rose Fulbright US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, CA 90071
Phone: 213-892-9310

and

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

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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.

13. MODIFICATION

This Consent Judgment may be modified only by further stipulation of the Parties and the

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1 approval of the Court or upon the granting of a motion brought to the Court by either Party.

2 **14. ATTORNEY'S FEES**

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

9 **15. RETENTION OF JURISDICTION**

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

12 **16. AUTHORIZATION**

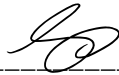
13 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party
14 he or she represents to stipulate to this Consent Judgment.

17 **STIPULATED AND AGREED TO:**

18 Date: 6/15/2026

Date: june 15, 2026

19 By: DocuSigned by:
BERJ PARSEGHIAN
17B4A0E5007E404...

By: 

21 **BERJ PARSEGHIAN**

Erica Groussman

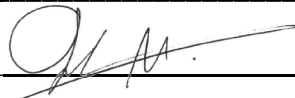
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TRU BRANDS, INC.

23 **APPROVED AS TO FORM:**

24 Date: 6/16/2026

Date: June 15, 2026

25 By: 

By: 

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

JEFFREY MARGULIES, ESQ.
ATTORNEY FOR DEFENDANT,
TRU BRANDS, INC.

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IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____

Judge of the Superior Court

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