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Attorneys for Defendant
JOLYN CLOTHING COMPANY, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

JOLYN CLOTHING COMPANY, LLC, and
DOES 1-30, inclusive,

Defendants.

Case No. CGC-23-610598

[PROPOSED]
CONSENT JUDGMENT

(Health & Safety Code § 25249.6 et seq. and
Code of Civil Procedure § 664.6)

Filed: November 22, 2023
Trial: October 20, 2025

1. INTRODUCTION

This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful (“KASB”) and defendant Jolyn Clothing Company, LLC (“Jolyn”), with KASB and Jolyn each individually referred to as a “Party” and, collectively, as the “Parties,” to resolve the allegations in the complaint filed in this matter based on the November 4, 2022 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

1.1 The Parties

KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that the presence of chemicals known to the State of California to cause cancer and birth defects, or other reproductive harm is disclosed to California consumers or such chemicals are eliminated from consumer products sold in California. Jolyn is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges Jolyn manufactures, imports, sells, or distributes for sale, in or into California, vinyl/PVC dry bags containing diisononyl phthalate (“DINP”) including, but not limited to, the *Drybag-Solids, 10L/Black, UPC 8 10016 34211 3*. KASB further alleges Jolyn has done so without providing the health hazard warning that is required by California Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). All such vinyl/PVC dry bags are referred to hereinafter as the “Products.” DINP is listed pursuant to Proposition 65 as a chemical known to cause cancer.

1.3 Notice of Violation

On November 4, 2022, KASB served Jolyn, the Office of the Attorney General of the State of California (“OAG”), and all requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”). In the Notice, KASB alleges Jolyn violated Proposition 65 by failing to warn its customers and consumers in California that the Products can expose users and other individuals to DINP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.

1.4 Complaint

On November 22, 2023, KASB filed the captioned lawsuit (“Complaint”). The Complaint names Jolyn as a defendant and states a single cause of action for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Jolyn denies the material, factual and legal allegations contained in the Notice and Complaint and maintains all products it sold or distributed for sale in California, including the Products, have been, and are, in compliance with Proposition 65. No term of this Consent Judgment nor compliance with its terms shall be deemed, offered, or construed as an admission, evidence, or concession by Jolyn of any fact, finding, legal issue, fault, wrongdoing, liability, or conclusion, or violation of any law, such being specifically denied by Jolyn. This Section shall not, however, diminish or otherwise affect Jolyn’s obligations, responsibilities, and duties under this Consent Judgment. Notwithstanding the allegations in the Notice, Jolyn maintains that it has not knowingly sold, or caused to be sold, the Products in California in violation of Proposition 65. For the avoidance of doubt, nothing in this Agreement shall be interpreted or construed as imposing any duty or obligations on Jolyn beyond what is required by then-applicable law, regulations, or case law, including any duty that is removed or reduced by a change in the law, regulations, or case law.

1.6 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate this Court has jurisdiction over Jolyn as to the allegations in the Complaint, venue is proper in the Superior Court for the County of San Francisco, and that the Court has jurisdiction to enter and enforce the terms and provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1.7 Effective Date

The term “Effective Date” means the date on which the Court approves this Consent Judgment and enters judgment in accordance with its terms.

2. INJUNCTIVE RELIEF: WARNINGS

2.1 Agreement to Provide Warnings for DINP-Containing Products

Commencing on the Effective Date and continuing thereafter, Jolyn agrees that, to the extent

it offers the Products for sale or distribution in California that contain DINP it will provide “clear and reasonable warnings” as defined in Section 2.2, below.

2.2 Clear and Reasonable Warnings Defined

Commencing on the Effective Date and continuing thereafter for all Products Jolyn sells or distributes for sale to consumers in California that contain DINP, Jolyn agrees to provide a clear and reasonable warning in accordance with this Section and Title 27, California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness when compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

(a) Long-Form Warning Statement.

The warning for Products containing DINP shall contain the following warning statement:

⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING: This product can expose you to diisononyl phthalate (DINP), a chemical known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

(b) Short-Form Warning Statement(s).

Jolyn may, but is not required to, use the following short-form warnings (“Short-Form Warning”), subject to the additional requirements set forth in Sections 2.3 through 2.5, below, as follows:

⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of cancer from exposure to diisononyl phthalate (DINP). See www.P65Warnings.ca.gov.

- Or -

⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Can expose you to diisononyl phthalate (DINP), a carcinogen See www.P65Warnings.ca.gov.

The following warning statement may be used on Products containing DINP manufactured and labeled prior to January 1, 2028, as appropriate:

⚠ WARNING: Cancer – www.P65Warnings.ca.gov.

2.3 Foreign Language Requirement

Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in such other language(s).

2.4 On-Product Warnings

Jolyn shall affix a warning to the Product label or otherwise directly on each Product sold or offered for sale to consumers in California and to customers with known retail outlets in California or with known nationwide distribution. For purposes of this Consent Judgment, “Product label” means a display of written, printed or graphic material that is printed on or affixed to each of a Product or its immediate container or wrapper. A warning provided pursuant to Section 2.2(a)-(b) must print the word “**WARNING:**” in all capital letters and in bold font. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the labeling does not use yellow, then the symbol may be in black and white. If using the Short-Form Warning option set forth above, the entire warning shall appear in a type size of at least 6-point type and no smaller than the largest type size used for other Consumer Information on the Product.

2.5 Internet Warnings

If, after the Effective Date, Jolyn sells Products online in or into California that do not meet the Reformulation Standard via the internet through its own website, Jolyn shall provide warnings for each Product both on the Product label in accordance with Sections 2.3 through 2.5, and by prominently displaying the warning on its website to the consumer during the purchase of the Product without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA WARNING**” on the Product display page that links to the warning; given in conjunction with the sale of Products via the internet shall appear either: (a) on the same web page on which Products are displayed; (b) via a clearly marked hyperlink using the word “**WARNING**”; or (c) as an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase (which does not include providing the warning in the general content section of the website)..

For third parties who are direct customers of Jolyn and who Jolyn knows sell online in or into California, Jolyn shall notify such sellers the Products must be accompanied by an online or internet

warning in accordance with this Section 2.5, prior to and as a condition of sale, in or into California. Jolyn shall supply such direct customers with the warning requirements set forth in this Section 2.

The Parties agree that Jolyn shall be deemed to be in compliance with this Consent Judgment and Proposition 65 in connection with these Products by adhering to this § 2 of this Settlement Agreement, to the extent Jolyn distributes or sells Products in or into California that contain DINP.

3. MONETARY SETTLEMENT TERMS

In settlement of all the claims referred to in this Agreement, Jolyn shall make a total payment of \$25,000.00 (“Total Settlement Amount”), consisting of three separate payments constituting the Civil Penalty and Attorneys’ Fees set forth below.

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Jolyn agrees to pay a civil penalty of \$2000 within fifteen (15) days of the Effective Date, assuming it has received IRS W-9 forms from KASB’s counsel for each payee under this agreement. Jolyn’s civil penalty payment will be allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by KASB. Jolyn shall issue its payment in two checks that are to be sent to KASB’s counsel and made payable to: (a) “**OEHHA**” in the amount of \$1500; and (b) “**Seven Hills in Trust for Keep America Safe and Beautiful**” in the amount of \$500. KASB’s counsel shall be responsible for remitting and disbursing to OEHHA and KASB their respective portions of Jolyn’s civil penalty payment.

3.2 Reimbursement of Attorneys’ Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice without reaching terms on the amount of reimbursement of attorneys’ fees and costs. The Parties then negotiated and reached an accord on the amount of reimbursement to be paid to KASB and its counsel for all work performed through the mutual execution and reporting of this Consent Judgment to the OAG and obtaining an entry of judgment in this Court pursuant to its terms. Within fifteen (15) days of the Effective Date, Jolyn shall issue a check in the amount of \$23,000 payable to “**Seven Hills LLP**” for all fees and other costs incurred investigating, bringing this matter to Jolyn’s attention, litigating, negotiating a settlement

in the public interest, obtaining the Court's approval of this Consent Judgment and an entry of judgment according to its terms pursuant to Section 5, and reporting the settlement to the OAG.

3.3 Payments

All payments due under this Consent Judgment shall be delivered to KASB's counsel at the following address:

Seven Hills LLP
Attn: Laralei Paras, Esq.
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

KASB agrees to provide Jolyn with IRS W-9 forms for each of the payees identified above. Jolyn shall be deemed to have timely met its monetary payment obligation under this Agreement to KASB, OEHHA, and KASB's counsel upon placing the three checks in the mail via U.S.P.S. first class mail, return receipt requested, or with a recognized overnight or express carrier.

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Public Release of Proposition 65 Claims

This Consent Judgment is a full, final, and binding resolution of all claims KASB alleged or could have alleged arising out of the allegations in the Notice and Complaint. KASB, purportedly acting in the public interest, and on behalf of itself, its past and current agents, representatives, attorneys, predecessors, successors, and assignees ("Releasers") releases Jolyn, its past and present parents, subsidiaries, affiliated entities under common ownership, shareholders, representatives, directors, officers, managers, employees, agents, attorneys, insurers, divisions, subdivisions, partners, sister companies, suppliers, affiliates, and each entity to whom Jolyn directly or indirectly distributes or sells, or distributed and sold, Products, including, but not limited to, downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members, licensors, and licensees, dealers, vendors, and purchasers (collectively, "Releasees"), if any, based on Jolyn's alleged failure to provide a clear and reasonable warning regarding alleged or actual exposures to DINP in Products manufactured, processed, distributed, sold and/or offered for sale in California before the Effective Date, as set forth in the Notice and Complaint. The Parties agree compliance with Section 2 of this

Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged or actual exposures to DINP in the Products. The Parties agree and understand this release shall not extend upstream to any individual or entity that manufactured the Products or any component parts thereof for Jolyn. Nor shall this release extend downstream to any Releasee or any other individual or entity who Jolyn instructs to provide a warning for the Products pursuant to Section 2, above, and who fails to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Jolyn's Products.

4.2 KASB's Private Release of Proposition 65 Claims

In further consideration of the promises and agreements set forth herein, KASB on its own behalf as an individual nonprofit corporation and *not* on behalf of the public in California, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights it may have to institute or participate, directly or indirectly, in any form of legal action, and it releases all claims it may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DINP in Products manufactured, distributed, sold and/or offered for sale by Jolyn and/or Releasees prior to the Effective Date. The Parties agree and understand this release shall not extend upstream to any individual or entity that manufactured the Products or any component parts thereof for Jolyn. Nor shall this release extend downstream to any Releasee or any other individual or entity who Jolyn instructs to provide a warning for the Products pursuant to Section 2, above, and who fails to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Jolyn's Products.

4.2 Jolyn's Release of KASB

Jolyn, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any claim against KASB and its attorneys and other representatives, for any action taken or statement made by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

4.4 Mutual Waiver of California Civil Code § 1542

KASB on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one hand, and Jolyn, on the other hand, each acknowledge that the claims in this Consent Judgment include all known and unknown claims pertaining to the failure to warn of exposures to DINP in Products sold in California before the Effective Date, except as provided in Section 4.1, above, and each waives the provisions of California Civil Code section 1542 as to any unknown claims pertaining to the failure to warn of exposures to DINP in the Products sold in California that may have existed prior to and including the Effective Date, except as provided in Section 4.2. California Civil Code section 1542 reads 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.

The Parties each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542 and agree to waive the same as well as any statute of similar import or meaning of any other jurisdiction.

5. COURT APPROVAL

Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file and serve a noticed motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of this agreement as a judgment pursuant to the terms of this Consent Judgment, and to seek judicial approval of the settlement in a timely manner. For purposes of this section, “best efforts” shall include, at a minimum, supporting the motion for approval, responding to any third-party objection, and appearing at the hearing before the Court if so requested.

6. SEVERABILITY

If, subsequent to the Court’s approval and entry of this Consent Judgment as a judgment, any provision of this Consent Judgment is deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. If Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Jolyn may notify KASB and the Parties shall meet and confer in good faith for a period of no less than thirty (30) days, in which case either Party may agree to jointly seek, or unilaterally seek, modification of this Consent Judgment from this Court pursuant to Section 12, below. In the event the Parties seek to modify this agreement, KASB and its counsel further agree to comply with the “Reporting Requirements” set forth in Section 10, below. Nothing in this Agreement shall be interpreted to relieve Jolyn from its obligation to comply with any pertinent state or federal law or regulation.

8. NOTICE

Unless specified herein, all correspondence and notice required by this Consent Judgment shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses; courtesy copies will be sent electronically to the email addresses listed below:

For Jolyn:

Joseph Lugo, CFO/COO
Jolyn Clothing Company, LLC
16390 Pacific Coast Hwy, Suite 201
Huntington Beach, CA 92649

For KASB:

Laralei Paras, Esq.
SEVEN HILLS LLP
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111
laralei@sevenhillslp.com

With a copy to:

Amanda H. Russo, Esq.
GOODWIN PROCTER LLP
601 South Figueroa Street, Suite 4100
Los Angeles, California 90017
ARusso@goodwinlaw.com

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

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

10. COMPLIANCE WITH REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

11. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein. No warranty, representation, or other agreement exists between the Parties except those expressly set forth herein. No representation, oral or otherwise, express, or implied, other than those specifically referred to in this Consent Judgment have been made by either Party. No other agreement not specifically contained or referenced herein, oral, or otherwise, shall be deemed to exist or to bind either Party or the Releasees and Releasers defined herein.

12. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties (which agreement shall not be unreasonably withheld) and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment without first providing written notice to the other Party of the basis for the modification sought, and meeting and conferring in good faith prior to moving the Court for an order modifying the Consent Judgment.

In the event the Parties or either Party seek(s) modification of this Consent Judgment on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45 days' notice of

their intended revision(s) to the Consent Judgment prior to any hearing by the Court on a motion for approval of such modification.

13. PUBLIC BENEFIT

Plaintiff contends that the commitments Jolyn has agreed to herein, and actions to be taken by Jolyn under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the parties that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Jolyn’s failure to provide a warning concerning alleged exposure to DINP from use of the Products it has sold or offered for sale in California, or will sell or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Settlement Agreement, provided that Jolyn is in material compliance with this Settlement Agreement or applicable law.

14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understand, and agree to all the terms and conditions of this Consent Judgment.


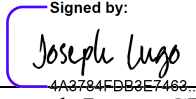
AGREED TO:

AGREED TO:

Dated: 09/10/2025

Dated: 9/10/2025

By: 
Lance Nguyen, CEO
KEEP AMERICAN SAFE AND
BEAUTIFUL

Signed by:

By: 
Joseph Lugo, CFO/COO
JOLYN CLOTHING COMPANY, LLC