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KEEP AMERICA SAFE AND BEAUTIFUL

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Attorneys for Defendant
NAIMIE'S BEAUTY CENTER, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

NAIMIE'S BEAUTY CENTER INC.,
LLC.; and DOES 1-30, inclusive,

Defendants.

Case No. 24CV530533

[PROPOSED] CONSENT JUDGMENT

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

Case Filed: February 5, 2024
Trial: July 21, 2025

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff Keep America Safe and
3 Beautiful (“KASB”) and defendant Naimie’s Beauty Center, Inc. (“Naimie’s”), with KASB and
4 Naimie’s each individually referred to as a “Party” and collectively, as the “Parties,” to resolve the
5 allegations in the February 14, 2023, 60-Day Notice of Violation (“Notice”) in compliance with the Safe
6 Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.*
7 (“Proposition 65”).

8 **1.1 The Parties**

9 KASB is a California-based non-profit organization proceeding in the public interest pursuant
10 to California Health & Safety Code § 25249.7(d) to ensure that the presence of chemicals known to
11 the State of California to cause cancer and birth defects, or other reproductive harm is disclosed to
12 California consumers or such chemicals are eliminated from consumer products sold in California.
13 Naimie’s is a person in the course of doing business for purposes of California Health & Safety Code
14 § 25249.11(b).

15 **1.2 Consumer Product Description**

16 KASB alleges Naimie’s manufactures, imports, sells, or distributes for sale, in or into
17 California, vinyl/PVC bags containing di(2-ethylhexyl) phthalate (“DEHP”) including, but not
18 limited to, the *OnDgo 110 Travel Bag 10x6 Clear, ODG-110, SKU: 181369, UPC: 8 51261 00139 4*.
19 KASB’s further alleges Naimie’s has done so without providing the health hazard warning that
20 KASB required by California Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). All such
21 vinyl/PVC dry bags are referred to hereinafter as the “Products.” DEHP is listed pursuant to
22 Proposition 65 as a chemical known to cause cancer and birth defects or other reproductive harm.

23 **1.3 Notice of Violation**

24 On February 14, 2023, KASB served Naimie’s, the Office of the Attorney General of the
25 State of California (“OAG”), and all requisite public enforcement agencies with a 60-Day Notice of
26 Violation (“Notice”). In the Notice, KASB alleges Naimie’s violated Proposition 65 by failing to
27 warn its customers and consumers in California that the Products can expose users and other
28 individuals to DEHP. No public enforcer has commenced and is diligently prosecuting an action to

1 enforce the allegations set forth in the Notice.

2 **1.4 Complaint**

3 On February 5, 2024, KASB filed the captioned lawsuit (“Complaint”). The Complaint
4 names Naimie’s as a defendant and states a single cause of action for the alleged violations of
5 Proposition 65 that are the subject of the Notice.

6 **1.5 No Admission**

7 Naimie’s denies the material, factual and legal allegations contained in the Notice and
8 Complaint and maintains all products it sold or distributed for sale in California, including the
9 Products, comply with all laws. Neither any term of this Consent Judgment nor Naimie’s’s
10 compliance with its terms shall be deemed an admission by Naimie’s of any fact, finding, legal issue
11 or conclusion, or violation of any law. This Section shall not, however, diminish or otherwise affect
12 Naimie’s’s obligations, responsibilities, and duties under this Consent Judgment.

13 **1.6 Jurisdiction**

14 For purposes of this Consent Judgment only, the Parties stipulate this Court has jurisdiction
15 over Naimie’s as to the allegations in the Complaint, venue is proper in the Superior Court for the
16 Couty of Santa Clara, and that the Court has jurisdiction to enter and enforce the terms and
17 provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure
18 section 664.6.

19 **1.7 Effective Date**

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

22 **2. INJUNCTIVE RELIEF: REFORMULATION & WARNINGS**

23 **2.1 Agreement to Provide Reformulated Products or Warnings**

24 Naimie’s commencing on the Effective Date and continuing thereafter, agrees that all
25 Products it sells or distributes for sale in California will meet the Reformulation Standard for
26 Reformulated Products defined in Section 2.2, below, or comply with the warning requirements set
27 forth in Section 2.3, below.
28

2.2 Reformulation Standard

For purposes of this Consent Judgment, “Reformulated Products” are defined as Products containing di(2-ethylhexyl) phthalate (DEHP) in a maximum concentration of no more than 0.1 percent (1,000 parts per million) in any “accessible component” (i.e., any component that may be touched, handled or otherwise contacted by an individual during a reasonably foreseeable use of the Products) when analyzed by a laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting organization (the “Reformulation Standard”). For purposes of compliance with the Reformulation Standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSC CH-C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance.

2.3 Clear and Reasonable Warnings

Commencing on the Effective Date and continuing thereafter for all Products Naimie’s sells or distributes for sale to consumers in California that do not meet the definition of Reformulated Products set forth in Section 2.2 above, Naimie’s agrees to provide a clear and reasonable warning in accordance with this Section to and Title 27, California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as 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. 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 or notice must also be provided in the other language(s) in addition to English.

(a) Long-Form Warning.

The Warning for Products containing DEHP in excess of the Reformulation Standard set forth in Section 2.2, Naimie’s shall provide the following warning statement:

⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: This product can expose you to di(2-ethylhexyl) phthalate (DEHP), a chemical 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.

1 A warning provided pursuant to this Section 2.4(a) must print the word “**WARNING:**” in all capital
2 letters and in bold font. The warning symbol to the left of the word “**WARNING:**” must be a black
3 exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not
4 use yellow, then the symbol may be in black and white.

5
6 **(b) Short-Form Warning.**

7 Naimie’s may, but is not required to, use the following short-form warnings (“Short-Form
8 Warning”), subject to the additional requirements in Sections 2.2(c) through (f), below, as follows:

9  **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Risk of
10 cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP).
See www.P65Warnings.ca.gov.

11 - Or -

12  **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose
13 you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant. See
www.P65Warnings.ca.gov.

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

16  **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov.

17 **(c) Product Label Warnings**

18 Naimie’s shall include the warning statement in Section 2.2(a) on the Product label affixed to
19 the Products in the same manner as other consumer information or warning materials on the Products.
20 The entire warning shall appear in a type size of at least 6-point type and no smaller than the largest
21 type size used for other consumer information on the Products. For purposes of this Consent
22 Judgment, “Product label” means any display of written, printed or graphic material that is printed on
23 or affixed to a Product or its immediate container or wrapper.

24 **(d) Internet Warnings**

25 Naimie’s shall also provide the warning statement in Section 2.2(a) and 2.2(b) by prominently
26 displaying the warnings on its website, or requiring the warning to be prominently displayed, on the
27 websites of direct customers Naimie’s knows sell the products online via the internet in or into
28 California. Naimie’s shall provide the appropriate warning to the consumer during the purchase

process without requiring customers to seek out the warning. For Products sold online in or into California by Naimie's or those customers Naimie's sell Products online to consumers in California, the warning or a clearly marked hyperlink to the warning using the word "WARNING" given in conjunction with the sale of Products via the internet shall appear (a) on the same web page on which the Products are displayed; (b) via a clearly hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the warning; or (c) as an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase (which does not include a warning in the general content section of the website). For direct customers Naimie's knows sell Products online via the internet in or into California, Naimie's shall provide such customers with the internet warning language set forth in this Section and instruct them to provide California consumers with such warnings prior to and, as a condition of sale, in or into California. Naimie's shall supply such customers with the internet warning requirements pursuant to this Section 2.4.

3. MONETARY SETTLEMENT TERMS

3.1 Settlement Payments

Naimie's will pay a total of \$19,500 in settlement funds under this Consent Judgment. This total settlement payment sum includes a \$2,000 civil penalty payment and reimbursement of \$17,500 in KASB's fees and costs of suit, as more clearly detailed in Sections 3.2 and 3.3, below.

3.2 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Naimie's agrees to pay a civil penalty of \$2,000 within fifteen (15) days of the Effective Date. Naimie'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. Naimie's shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,500; and (b) "Seven Hills in Trust for Keep America Safe and Beautiful" in the amount of \$500. KASB's counsel shall remit and disburse to OEHHA and KASB their respective portions of Naimie's civil penalty payment.

1 **3.3 Reimbursement of Attorneys' Fees and Costs**

2 After the Parties finalized all other material settlement terms, they negotiated Naimie's
3 reimbursement to KASB and its counsel under general contract principles and the private attorney
4 general doctrine codified at California Code of Civil Procedure section 1021.5. Naimie's payment
5 under this Section covers all work performed through the mutual execution and reporting of this
6 Consent Judgment to the OAG and obtaining an entry of judgment pursuant its terms, but excludes
7 all fees and costs incurred on appeal, if any. Within fifteen (15) days of the Effective Date, Naimie's
8 shall issue a check in the amount of \$17,500 payable to "Seven Hills LLP" for all fees and other
9 costs incurred investigating, bringing this matter to Naimie's attention, litigating, negotiating a
10 settlement in the public interest, obtaining the Court's approval of this Consent Judgment and an
11 entry of judgment according to its terms pursuant to Section 5, and reporting the settlement to the
12 OAG.

13 **3.3 Payments**

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

16 Seven Hills LLP
17 Attn: Laralei Paras, Esq.
18 1 Embarcadero Center, Suite 1200
 San Francisco, CA 94111

19 **4. CLAIMS COVERED AND RELEASED**

20 **4.1 KASB's Public Release of Proposition 65 Claims**

21 This Consent Judgment is a full, final, and binding resolution of all claims KASB alleged or
22 could have alleged arising out of the allegations in the Notice and Complaint. KASB, acting on its
23 own behalf, in the public interest, and on behalf of its past and current agents, representatives,
24 attorneys, successors and assignees ("Releasers") releases Naimie's, its past and present parents,
25 subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys,
26 and each entity to whom Naimie's directly or indirectly distributes or sells the Products including its
27 downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisees,
28 cooperative members, and licensees ("Releasees") for all claims arising under Proposition 65 based

1 on Naimie's alleged failure to provide a clear and reasonable warning regarding alleged or actual
2 exposures to DEHP in Products manufactured, processed, distributed, sold and offered for sale in
3 California before the Effective Date, as set forth in the Notice and Complaint. The Parties agree
4 compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition
5 65 with respect to alleged or actual exposures to DEHP in the Products. The Parties further
6 understand and agree this Section 4.1 release shall not extend to upstream to any entity who
7 manufactured, distributed, or otherwise supplied the Products, or any component part(s) thereof, to
8 Naimie's. Nor shall this release extend downstream to any Releasee Naimie's instructs to provide a
9 warning on Products that are not Reformulated Products and who and fails to do so. Nothing in this
10 Section affects KASB's right to commence or prosecute an action under Proposition 65 against a
11 Releasee that does not involve Naimie's Products.

12 **4.2 KASB's Private Release of Proposition 65 Claims**

13 In further consideration of the promises and agreements set forth herein, KASB on its own
14 behalf as an individual nonprofit corporation and *not* on behalf of the public in California, and on
15 behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby
16 waives all rights it may have to institute or participate, directly or indirectly, in any form of legal
17 action, and it releases all claims it may have, including, without limitation, all actions, and causes of
18 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,
19 losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees
20 arising under Proposition 65 with respect to DEHP in Products manufactured, distributed, sold
21 and/or offered for sale by Naimie's and/or Releasees prior to the Effective Date. As with the Section
22 4.1 release, above, the Parties understand and agree this Section 4.2 release shall not extend to
23 upstream to any entity who manufactured, distributed, or otherwise supplied the Products or any
24 component party thereof to Naimie's. Nor shall this extend downstream to any Releasees instructed
25 by Naimie's to provide a warning on Products that are not Reformulated Products and who fail to do
26 so. Nothing in this Section affects KASB's right to commence or prosecute an action under
27 Proposition 65 against a Releasee that does not involve Naimie's Products.
28

1 **4.3 Naimie’s Release of KASB**

2 Naimie’s, on its own behalf and on behalf of its past and current agents, representatives,
3 attorneys, successors, and assignees, hereby waives any claim against KASB and its attorneys and
4 other representatives, for any action taken or statement made (or those that could have been taken or
5 made) by KASB and its attorneys and other representatives, whether in the course of investigating
6 claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the
7 Products.

8 **4.4 Mutual Waiver of California Civil Code § 1542**

9 KASB on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one
10 hand, and Naimie’s, on the other hand, each acknowledge that the claims in this Consent Judgment
11 include all known and unknown claims pertaining to the failure to warn of exposures to DEHP in
12 Products sold in California before the Effective Date, except as provided in Section 4.1, above, and
13 each waives the provisions of California Civil Code section 1542 as to any unknown claims pertaining
14 to the failure to warn of exposures to DEHP in the Products sold in California that may have existed
15 prior to and including the Effective Date, except as provided in Section 4.2. California Civil Code
16 section 1542 reads as follows:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
18 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
19 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.

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

23 **5. COURT APPROVAL**

24 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a motion for
25 judicial approval of this Consent Judgment. The Parties agree to mutually employ their best efforts,
26 and those of their counsel, to support the entry of this agreement as a judgment pursuant to the terms
27 of this Consent Judgment, and to seek judicial approval of the settlement in a timely manner. For
28 purposes of this section, “best efforts” shall include, at a minimum, supporting the motion for

1 approval, responding to any third-party objection, and appearing at the hearing before the Court if so
2 requested.

3 **6. SEVERABILITY**

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

7 **7. GOVERNING LAW**

8 The terms of this Agreement shall be governed by the laws of the State of California and
9 apply within California. If Proposition 65 is repealed, preempted, or is otherwise rendered
10 inapplicable by reason of law generally, or as to the Products, then Naimie's may notify KASB and
11 the Parties shall meet and confer in good faith for a period of no less than thirty (30) days to enter a
12 modified consent judgment pursuant to Section 12, below. In the event the Parties seek to modify
13 this agreement KASB and its counsel further agree to comply with the "Reporting Requirements" set
14 forth in Section 10, below. Nothing in this Agreement shall be interpreted to relieve Triunfo from its
15 obligation to comply with any state or federal law or regulation.

16 **8. NOTICE**

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

21 For Naimie's:

22 Samuel Isahak Bekerian, CEO
23 Naimie's Beauty Center, Inc.
24 13536 Saticoy Street
Van Nuys, CA 91402

25 *With a copy to:*

26 Daniel R. Friedenthal, Esq.
27 FRIEDENTHAL, HEFFERNAN & BROWN
1520 W. Colorado Boulevard, Second Floor
Pasadena, California 91105

For KASB:

Laralei Paras, Esq.
SEVEN HILLS LLP
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111
laralei@sevenhillslp.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 subject matter hereof, and all prior discussions, negotiations, commitments, or understandings, 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 herein shall be deemed to exist or bind either Party or the Releasees and Releasors 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 by written agreement or 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.

It is the Parties' understanding that the commitments Naimie's has agreed to herein, and actions to be taken by Naimie's 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 Naimie's failure to provide a warning concerning exposure to DEHP prior to use of the Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, 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 Naimie's is in material compliance with this Settlement Agreement.

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.

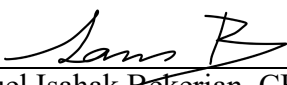
AGREED TO

Dated: 08/19/2025

By: 
Lance Nguyen, CEO
KEEP AMERICAN SAFE AND
BEAUTIFUL

AGREED TO:

Dated: August 13, 2025

By: 
Samuel Isahak Bekerian, CEO
NAIMIE'S BEAUTY CENTER, INC.