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5 KEEP AMERICA SAFE AND BEAUTIFUL

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10 Attorneys for Defendant  
SELIN NEW YORK, INC.

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF SANTA CLARA  
14 UNLIMITED CIVIL JURISDICTION  
15

16 KEEP AMERICA SAFE AND BEAUTIFUL,

17 Plaintiff,

18 v.

19 SELINI NEW YORK, INC.; and DOES 1-30,  
20 inclusive,

21 Defendants.

Case No. 23CV417015

[PROPOSED]  
**CONSENT JUDGMENT**

1 **1. INTRODUCTION**

2 This Consent Judgment (“Agreement”) is entered into by and between plaintiff Keep America  
3 Safe and Beautiful (“KASB”) and defendant Selini New York, Inc. (“Selini”), with KASB and Selini  
4 each individually referred to as a “Party” and, collectively, the “Parties” to resolve the allegations in  
5 the complaint filed in this matter based on the August 24, 2022 60-Day Notice of Violation and  
6 September 6, 2023 Amended 60-Day Notice of Violation in compliance with the Safe Drinking Water  
7 and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“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 chemicals known to the State of  
11 California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated  
12 from consumer products sold in California. Selini is a person in the course of doing business for  
13 purposes of California Health & Safety Code § 25249.11(b).

14 **1.2 Consumer Product Description**

15 KASB alleges that Selini manufactures, imports, sells, and distributes for sale in California  
16 handbags containing di(2ethylhexyl) phthalate (“DEHP”) including, but not limited to, *Black Faux*  
17 *Leather Crossbody Sling Bag with Front Pockets and Zipper Compartments, SKU: BAG-*  
18 *CROSSBODY-FGB1841; Brand: WESTEND*, without providing the health hazard warning that  
19 KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”).  
20 Handbags are referred to hereinafter as the “**Products.**” DEHP is listed pursuant to Proposition 65 as  
21 a chemical known to the State of California to cause birth defects or other reproductive harm.

22 **1.3 Notice of Violation**

23 On August 24, 2022, KASB served Selini, the California Attorney General, and the requisite  
24 public enforcement agencies with a 60-Day Notice of Violation, alleging Selini violated Proposition  
25 65 by failing to warn its customers and consumers in California that its Products can expose users to  
26 DEHP. On September 6, 2023, KASB served Selini, the California Attorney General, and the  
27 requisite public enforcement agencies with a 60-Day Notice of Violation, which amended the August  
28 24, 2022 Notice of Violation to include the contact information for a responsible individual within

1 KASB. The August 24, 2022 Notice of Violation and September 6, 2023 Amended Notice of  
2 Violation are collectively referred to herein as the “**Notice.**” No public enforcer has commenced and  
3 is diligently prosecuting an action to enforce the allegations in the Notice.

4 **1.4 Complaint**

5 On May 31, 2023, KASB commenced the instant action (“Complaint”), naming Selini, as a  
6 defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

7 **1.5 No Admission**

8 Selini denies all factual and legal allegations contained in the Notice and Complaint and  
9 maintains that all products it has sold or distributed for sale in California, including the Products,  
10 have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be  
11 construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by  
12 Selini of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not,  
13 however, diminish or otherwise affect Selini’s obligations, responsibilities, and duties under this  
14 Agreement.

15 **1.6 Jurisdiction**

16 For purposes of this Consent Judgment only, the Parties stipulate this Court has jurisdiction  
17 over Selini as to the allegations contained in the Complaint, venue is proper in the County of Santa  
18 Clara, and the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment  
19 pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

20 **1.7 Effective Date**

21 For purposes of this Agreement, “Effective Date” shall mean the date on which the Court  
22 approves this Consent Judgment and enters judgment pursuant to its terms.

23 **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

24 **2.1 Reformulation Commitment**

25 Commencing on the Effective Date and continuing thereafter, all Products Selini  
26 manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through one  
27 or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard for  
28 Reformulated Products, as defined by Section 2.2, unless Selini displays clear and reasonable

1 warnings for Products, as set forth below.

2 **2.2 Reformulation Standard**


3 For purposes of this Agreement, “Reformulated Products” is defined as Products which, if  
4 they contain di(2-ethylhexyl) phthalate (“DEHP”), contain such chemical in a maximum  
5 concentration of less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory  
6 certified or accredited by the State of California, the United States Food and Drug  
7 Administration/Environmental Protection Agency, the National Environmental Laboratory  
8 Accreditation Program, or a member accreditation body of the International Laboratory Accreditation  
9 Cooperation (“ILAC”). For purposes of compliance with this reformulation standard, testing samples  
10 shall be prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology  
11 CPSC-CH-C1001.09.3 and analyzed using U.S. Environmental Protection Agency methodology  
12 8270D, or other methodologies utilized by federal or state government agencies to determine  
13 phthalate content in a solid substance.

14 **2.3 On Product Warning.** Commencing on the Effective Date, and continuing thereafter,


15 Selini shall provide clear and reasonable warnings, in accordance with this Section and pursuant to  
16 California Health & Safety Code § 25249.5 *et seq.* and Cal. Code Regs., tit. 27, § 25600 *et seq.*, as  
17 may be amended from time to time, for all Products Selini manufactures, imports, distributes, sells, or  
18 offers for sale, in or into California, that do not meet the Reformulation Standard.

19 In accordance with Cal. Code Regs., tit. 27, § 25601, subd. (c), each warning “must be  
20 prominently displayed on a label, labeling, or sign, and must be displayed with such conspicuousness  
21 as compared with other words, statements, designs or devices on the label, labeling, or sign, as to  
22 render it likely to be read, seen, and understood by an ordinary individual under customary  
23 conditions of purchase or use.” For purposes of this Agreement, the following warnings shall be  
24 deemed clear and reasonable:

25 **(a) Warning:**

26  **WARNING:** This product can expose you to chemicals, including di(2-  
27 ethylhexyl) phthalate (DEHP), which are known to the State of California to  
28 cause cancer and birth defects or other reproductive harm. For more  
information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

1 (b) **Short-Form Warning:** As an alternative to the warning set forth in the  
2 preceding subsection (a), Selini may, but is not required to, use the following short-form warning  
3 (“Short-Form”), subject to the additional requirements set forth in the following Sections 2.4.1 and  
4 2.4.2:

5  **WARNING:** Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

6 (c) **Foreign Language Requirement.** Where a consumer product sign, label or  
7 shelf tag used to provide a warning includes consumer information in language(s) other than English,  
8 the warning must also be provided in the other language(s) in addition to English.

9 **2.3.1 On-Product Warning Requirements.** For all Products that are not  
10 Reformulated Products, Selini shall affix one of the foregoing warnings on the “Product Label,” its  
11 packaging or directly on each Product that is manufactured, imported, distributed, sold or otherwise  
12 provided or intended to be provided for sale to consumers in California. “Product Label” has the  
13 same meaning as that set forth in Cal. Code Regs. § 25601, subd. (i), specifically, “a display of  
14 written, printed or graphic material printed on or affixed to a [P]roduct or its immediate container or  
15 wrapper.” For short-form warnings pursuant to Section 2.3(b), the entire warning shall appear in at  
16 least 6-point type, and in no event shall it be smaller than the largest type size used for other  
17 consumer information on the Product.

18 Warnings provided pursuant to Section 2.3.1 must print the word “WARNING:” in all capital  
19 letters and in bold font, followed by a colon. The warning symbol to the left of the word  
20 “WARNING:” must be a black exclamation point in a yellow equilateral triangle with a black  
21 outline, except, if the sign or label for the Products does not use the color yellow, then the symbol  
22 may be in black and white. The symbol must be in a size no smaller than the height of the word  
23 “WARNING.” The warning may be contained in the same section of the packaging, labeling, or  
24 instruction booklet that states other safety warnings, if any, concerning the use of the Products and  
25 shall be at least the same size as those other safety warnings.

26 **2.3.2 Internet Warning.** If Selini sells Products that are not Reformulated Products  
27 via its own proprietary internet website directly to consumers located in California, or via third-party  
28 websites over which Selini has the ability to control the application of warnings, the warning

1 requirements of this section shall be satisfied if the foregoing warning in Sections 2.3(a) or 2.3(b) is  
2 provided, both on the Product label, in accordance with Section 2.3.1, and in accordance with Cal.  
3 Code Regs., tit. 27, § 25602(b), specifically, “the warning or a clearly marked hyperlink using the  
4 word ‘WARNING’” must be provided “on the product display page, or by otherwise prominently  
5 displaying the warning to the purchaser prior to completing the purchase.” A warning is not  
6 prominently displayed if the purchaser must search for it in the general content of the website. For  
7 customers with e-commerce platforms over which Selini has no ability to control the application of  
8 warnings, Selini shall instruct the customer to provide the warning statement required by this Section  
9 2.3.2, as a condition of sale of the product.

10 **2.3.3 Sell Through Period.** The injunctive relief terms in this Consent Judgment do  
11 not apply to Products that were manufactured, imported, distributed, sold or otherwise entered the  
12 stream of commerce prior to the Effective Date.

### 13 **3. MONETARY SETTLEMENT TERMS**

#### 14 **3.1 Civil Penalty**

15 Pursuant to Health and Safety Code § 25249.7(b), Selini agrees to pay a civil penalty of  
16 \$2,500 within fourteen (14) days of the Effective Date. Selini’s civil penalty payment will be  
17 allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent  
18 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment  
19 (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by KASB. Selini shall issue its  
20 payment in two checks made payable to: (a) “**OEHHA**” in the amount of \$1,875; and (b) “**Seven Hills**  
21 **LLP in trust for Keep America Safe and Beautiful**” in the amount of \$625. KASB’s counsel shall  
22 deliver to OEHHA and KASB their respective portion of the penalty payment.

#### 23 **3.2 Reimbursement of Attorneys’ Fees and Costs**

24 KASB and its counsel offered to resolve the allegations in the Notice without reaching terms  
25 on the amount of reimbursement of attorneys’ fees and costs. Shortly after the Parties finalized the  
26 other material settlement terms, they negotiated and reached an accord on the amount of  
27 reimbursement to be paid to KASB’s counsel, under general contract principles and the private  
28 attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work

1 performed through the mutual execution and reporting of this Agreement to the Office of the  
2 California Attorney General. Selini agrees to issue a check in the amount of \$21,500 payable to  
3 “Seven Hills LLP” for all fees and costs incurred investigating, bringing this matter to Selini’s  
4 attention, negotiating a settlement in the public interest, and reporting its terms to Office of the  
5 California Attorney General pursuant to Section 10.

### 6 **3.3 Payments**

7 Selini shall transmit to Seven Hills LLP the total sum of \$24,000 representing the civil penalty  
8 and attorney’s fees in Sections 3.1 and 3.2 within fourteen (14) days of the Effective Date, which  
9 should include seven (7) separate checks in the following amounts and dated for deposit on the  
10 following dates:

- 11 • \$625 dated for deposit within thirty (30) days of the Effective Date, made payable to “Seven  
12 Hills LLP in trust for Keep America Safe and Beautiful” pursuant to Section 3.1;
- 13 • \$1,875 dated for deposit within thirty (30) days of the Effective Date, made payable to  
14 OEHHA pursuant to Section 3.1;
- 15 • \$2,300 dated for deposit within thirty (30) days of the Effective Date, made payable to Seven  
16 Hills LLP;
- 17 • \$4,800 dated for deposit within sixty (60) days of the Effective Date, made payable to Seven  
18 Hills LLP;
- 19 • \$4,800 dated for deposit within ninety (90) days of the Effective Date, made payable to Seven  
20 Hills LLP;
- 21 • \$4,800 dated for deposit within one-hundred-twenty (120) days of the Effective Date, made  
22 payable to Seven Hills LLP;
- 23 • \$4,800 dated for deposit within one-hundred-eight (150) days of the Effective Date, made  
24 payable to Seven Hills LLP.

25 All payments payable and due under this Agreement shall be delivered to KASB’s counsel at  
26 following address:

Seven Hills LLP  
Attn: Laralei Paras  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 KASB's Public Release of Selini**

3 KASB, acting on its own behalf and in the public interest, and on behalf of its past and current  
4 agents, representatives, attorneys, successors, and/or assignees, hereby releases Selini and its past and  
5 current agents, directors, members, managers, officers, employees, representatives, shareholders,  
6 insurers, beneficiaries, attorneys, successors, and assignees and each entity to whom Selini directly or  
7 indirectly distributes or sells Products, including, but not limited to, downstream distributors,  
8 wholesalers, customers, retailers, franchisees, cooperative members, licensors, licensees, dealers,  
9 vendors, owners, shareholders, purchasers, and users (collectively, "**Releasees**") from all claims for  
10 violations of Proposition 65, based on their alleged failure to warn about alleged exposure to DEHP  
11 contained in the Products that were manufactured, imported, or distributed for sale, offered for sale,  
12 or actually sold in California before the Effective Date. This settlement is a full, final and binding  
13 resolution of all claims asserted against Selini and/or the Releasees based on the claims, causes of  
14 action, and demands set forth in the Notice and the Complaint alleging failure to provide warnings  
15 under Proposition 65 for alleged exposures to DEHP in the Products prior to the Effective Date.  
16 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 by  
17 Selini with respect to the alleged or actual failure to warn about exposures to DEHP in the Products  
18 except for Releasees who have been instructed by Selini pursuant to Section 2.3.2 to provide a  
19 warning on Products and have failed to do so.

20 **4.2 KASB's Private Release of Proposition 65 Claims**

21 In further consideration of the promises and agreements herein contained, and for the payment  
22 to be made pursuant to Section 3 above, KASB as an individual and *not* on behalf of the public, on  
23 behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees,  
24 hereby waives all of KASB's rights to institute or participate in, directly or indirectly, any form of  
25 legal action and provides a release herein which shall be effective as a full and final accord and  
26 satisfaction, as a bar to all actions, causes of action, obligations, costs, fines, penalties, damages,  
27 losses, claims, liabilities, demands, and expenses including, but not exclusively, investigation fees,  
28 expert fees, and attorneys' fees against Selini and/or any of the Releasees of any nature, character, or



1 kind, arising out of the claims and allegations set forth in the Notice and the Complaint for the alleged  
2 failure to provide warnings for alleged exposure to DEHP in the Products prior to the Effective Date.

3 **4.3 Selini's Release of KASB**

4 Selini, on behalf of itself, its past and current agents, representatives, attorneys, successors,  
5 and assignees, hereby waives any and all claims against KASB and its attorneys and other  
6 representatives, for any and all actions taken or statements made, or could have been taken or made,  
7 by KASB and its attorneys and other representatives, whether in the course of investigating claims or  
8 otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

9 **4.4 California Civil Code 1542**

10 It is possible that other claims not known to the parties arising out of the facts alleged in the  
11 Notice and Complaint and relating to the Products will develop or be discovered. KASB on behalf of  
12 itself only, on one hand, and Selini, on the other hand, acknowledge that this agreement is expressly  
13 intended to cover and include all such claims up through the Effective Date, including all rights of  
14 action therefor. The parties acknowledge that the claims released in Sections 4.1, 4.2, 4.3 above may  
15 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such  
16 unknown claims. California Civil Code section 1542 reads as follows:

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

23 The Parties, each on their own behalf, and each on behalf of their past and current agents,  
24 representatives, attorneys, successors, and/or assignees, expressly waive and relinquish any and all  
25 rights and benefits which it/they may have under, or which may be conferred upon it/them by the  
26 provisions of Civil Code Section 1542, as well as under any other state or federal statute or common  
27 law principle of similar effect, to the fullest extent they may lawfully waive such rights or benefits  
28

1 pertaining to the released matters, as specifically defined and limited by preceding Sections 4.1, 4.2  
2 and 4.3.

3 **5. COURT APPROVAL**

4 Pursuant to California Health and Safety Code § 25249.7(f)(4), defendant shall file and serve  
5 on the Office of the Attorney General forty-five (45) days prior to the hearing date a noticed motion  
6 for judicial approval of this Consent Judgment within thirty (35) business days of the date this  
7 agreement is fully executed. The Parties agree to mutually employ their best efforts, and those of their  
8 counsel, to support entry of a judgment pursuant to the terms of this Consent Judgment, and to obtain  
9 judicial approval of their settlement in the form of this Consent Judgment in a timely manner. For  
10 purposes of this section, “best efforts” shall include, at a minimum, supporting the motion for  
11 approval, responding to any third-party objection, and appearing at the hearing before the Court if so  
12 requested.

13 **6. SEVERABILITY**

14 If, after the execution of this Agreement, any provision of this Agreement is deemed by a  
15 court as unenforceable, the validity of the remaining provisions shall not be adversely affected.

16 **7. GOVERNING LAW**

17 The terms of this Agreement shall be governed by the laws of the State of California and  
18 apply within California. In the event that Proposition 65 is repealed, preempted, or is otherwise  
19 rendered inapplicable by reason of law generally, or as to the Products, then Selini may provide  
20 KASB with written notice of any asserted change in the law, and shall have no further injunctive  
21 obligations pursuant to this Agreement, with respect to, and to the extent that, the Products are so  
22 affected. Nothing in this Agreement shall be interpreted to relieve Selini from its obligation to  
23 comply with any pertinent state or federal law or regulation.

24 **8. NOTICE**

25 Unless specified herein, all correspondence and notice required by this Agreement shall be in  
26 writing and sent by: (a) personal delivery; (b) first-class registered or certified mail, return receipt  
27 requested; or (c) a recognized overnight courier to any Party by the other at the following addresses. In  
28

1 addition to (a), (b), or (c) above, any notice required or permitted by this Consent Judgment shall also be  
2 provided via electronic mail if an email address is provided for the recipient below:

3 For Selini:

4 Paul Park, CEO  
5 Selini New York, Inc.  
6 70 Old Turnpike Rd.  
Wayne, NJ 07470

For KASB:

Laralei Paras, Partner  
Seven Hills LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111  
laralei@sevenhillslp.com

7 With a copy to:

8 Greg Berlin, Senior Associate  
9 ALSTON & BIRD  
333 South Hope Street  
Los Angeles, CA 90071  
10 Greg.Berlin@alston.com

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

### 13 **9. COUNTERPARTS AND PDF SIGNATURES**

14 This Agreement may be executed in counterparts and by portable document format (pdf)  
15 signature, each of which shall be deemed an original and, all of which, when taken together, shall  
16 constitute one and the same document.

### 17 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

### 20 **11. ENTIRE AGREEMENT**

21 This Agreement contains the sole and entire agreement and understanding of the Parties with  
22 respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
23 commitments, or understandings related thereto, if any, are hereby merged herein and therein. There  
24 are no warranties, representations, or other agreements between the Parties except as expressly set  
25 forth herein. No representations, oral or otherwise, express or implied, other than those specifically  
26 referred to in this Agreement have been made by any Party hereto. No other agreements not  
27 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any  
28 of the Parties hereto.

1 **12. MODIFICATION**

2 This Agreement may be modified only by: (i) a written agreement of the Parties and the entry  
3 of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party  
4 and the entry of a modified Consent Judgment by the Court thereon. No action to modify this  
5 Agreement may be commenced or maintained, unless the Party seeking modification notifies the  
6 other Party of the specific basis for the modification at least 90 days before filing any action. The  
7 Parties shall meet and confer in good faith to resolve any dispute for at least 60 days after written  
8 notice is provided. Should the Parties be unable to resolve such a dispute, either Party may file an  
9 action in the Superior Court of the State of California in and for the City and County of Santa Clara to  
10 modify the terms and conditions contained in this Agreement.

11 **13. AUTHORIZATION**

12 The undersigned are authorized to execute this Agreement on behalf of their respective Parties  
13 and have read, understood, and agreed to all of the terms and conditions of this Agreement.

14 ///  
15 ///  
16 ///

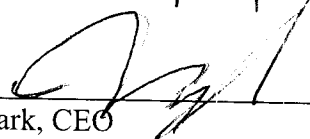
17  
18 **AGREED TO:**

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

20  
21 By: \_\_\_\_\_  
22 My Nguyen, CFO  
23 Keep America Safe and Beautiful

**AGREED TO:**

24 Date: 11/17/23

25 By:   
26 Paul Park, CEO  
27 Selini New York, Inc.

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3 of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party  
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8 notice is provided. Should the Parties be unable to resolve such a dispute, either Party may file an  
9 action in the Superior Court of the State of California in and for the City and County of Santa Clara to  
10 modify the terms and conditions contained in this Agreement.

11 **13. AUTHORIZATION**

12 The undersigned are authorized to execute this Agreement on behalf of their respective Parties  
13 and have read, understood, and agreed to all of the terms and conditions of this Agreement.

14 ///

15 ///


16 ///

17  
18 **AGREED TO:**

**AGREED TO:**

19 Date: November 23, 2023

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

20  
21 By:   
22 My Nguyen, CFO  
Keep America Safe and Beautiful

By: \_\_\_\_\_  
Paul Park, CEO  
Selini New York, Inc.

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