

1 Laralei S.Paras, State Bar No. 203319  
2 Brian C. Johnson, State Bar No. 235965  
3 SEVEN HILLS LLP  
4 1 Embarcadero Center, Suite 1200  
5 San Francisco, CA 94111  
6 Telephone: (415) 926-7247  
7 laralei@sevenhillslp.com  
8 brian@sevenhillslp.com

9 Attorneys for Plaintiff  
10 KEEP AMERICA SAFE AND BEAUTIFUL

11 Robert Adam Kashfian. State Bar No. 263173  
12 KASHFIAN & KASHFIAN LLP  
13 875 Century Park E, Ste 360  
14 Los Angeles, CA 90067-2504  
15 Telephone: 310-751-7578  
16 robert@kasfianlaw.com

17 Attorneys for Defendant  
18 ROMA COSTUME, INC.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 FOR THE COUNTY OF MARIN

21 KEEP AMERICA SAFE AND BEAUTIFUL,  
22 Plaintiff,  
23 v.  
24 ROMA COSTUME, INC.; and DOES 1-30,  
25 inclusive,  
26 Defendants.

Case No. CV0003716

**[PROPOSED] CONSENT JUDGMENT**

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

27 **1. INTRODUCTION**

28 This Consent Judgment (“Settlement” or “Consent Judgment”) is entered into by and  
between plaintiff Keep America Safe and Beautiful (“KASB”) and defendant Roma Costume, Inc.  
 (“Roma”), with KASB and Roma each individually referred to as a “Party” and collectively, as the  
 “Parties.” The Parties enter this Settlement to resolve the allegations in the 60-Day Notice of  
 Violation KASB served Roma and the Complaint KASB filed in this action, in compliance with the

1 Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.*  
2 (“Proposition 65”).

3 **1.1 The Parties**

4 KASB is a California-based nonprofit corporation proceeding in the public interest  
5 pursuant to California Health & Safety Code § 25249.7(d). It brought the captioned action as part  
6 of its mission to ensure that California consumers receive clear and reasonable warnings  
7 regarding the presence of, and the types of harm associated with exposures to chemicals known  
8 to cause cancer and birth defects or other reproductive harm, or to see that these chemicals are  
9 eliminated from consumer products sold in California. Roma is a “person in the course of doing  
10 business” as that phrase is defined by California Health and Safety Code § 25249.11(b).

11 **1.2 Consumer Product Description**

12 KASB alleges that Roma manufactures, imports, sells, and distributes for sale in California (i)  
13 vinyl/PVC apparel containing di(2ethylhexyl) phthalate (“DEHP”) including, but not limited to,  
14 *Clear Vinyl Flare Skirt with Suspenders Item: 6100-Wht-S UPC: 0 19468 55249 5*, and (ii)  
15 vinyl/PVC gloves containing DEHP including, but not limited to, *air of Gloves with Rhinestone*  
16 *Detail Item: GL101-White-O/S UPC: 8 43952 01126 3*. KASB further alleges that Roma does so  
17 without providing the clear and reasonable warning required by Proposition 65. All such Vinyl/PVC  
18 apparel and vinyl/PVC gloves sold in or into California by Roma are referred to hereinafter as the  
19 “Products.” DEHP is listed pursuant to Proposition 65 as chemical known to the State of California to  
20 cause cancer and birth defects and other reproductive harm.

21 **1.2 Notices of Violation**

22 On August 3, 2023, KASB served Roma, the Office of the Attorney General of the State of  
23 California (“OAG”), and all requisite public enforcement agencies with a 60-Day Notice of Violation  
24 (“Notice”), alleging Roma violated Proposition 65 by failing to warn its customers and consumers in  
25 California that its vinyl/PVC apparel can expose users to DEHP. On September 26, 2023, KASB  
26 served Roma, the California Attorney General, and the requisite public enforcement agencies with a  
27 Supplemental 60-Day Notice of Violation (“Supplemental Notice”), alleging Roma violated  
28 Proposition 65 by failing to warn its customers and consumers in California that its Products can

1 expose users to DEHP. The Notice and Supplemental Notice are collectively referred to herein as the  
2 “Notices.” No public enforcer has commenced and is diligently prosecuting an action to enforce the  
3 allegations in either of the Notices.

#### 4 **1.3 Complaint**

5 On August 20, 2024, KASB commenced the instant action (“Complaint”), naming Roma as a  
6 defendant for the alleged violations of Proposition 65 that are the subject of the Notices.

#### 7 **1.4 No Admission**

8 Roma denies the factual and legal allegations contained in the Notices 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. Neither any term of this Consent Judgment nor  
11 Romas’s compliance with its terms shall constitute or be construed as an admission by Roma of any  
12 fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however,  
13 diminish or otherwise affect Roma’s obligations, responsibilities, and duties under this Consent  
14 Judgment.

#### 15 **1.5 Jurisdiction**

16 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
17 jurisdiction over Roma as to the allegations in the Complaint; that venue is proper in the Superior  
18 Court for Marin County; and that the Court has jurisdiction to enter and enforce the provisions of this  
19 Settlement, pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

#### 20 **1.6 Effective Date**

21 The term “Effective Date” means the date on which the Court approves this Agreement and  
22 enters Judgment pursuant to its terms.

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

#### 24 **2.1 Commitment to Reformulate or Warn**

25 Commencing on the Effective Date and continuing thereafter, all Products Roma  
26 manufactures, imports, sells, ships, or distributes for sale, in or into California, directly or through  
27 one or more third party retailers, distributors or other resellers of Roma’s Products shall meet the  
28

1 Reformulation Standard for Reformulated Products defined by Section 2.2 or be accompanied by a  
2 clear and reasonable warning pursuant to Section 2.3.

### 3 **2.2 Reformulation Standard Defined**

4 For purposes of this Consent Judgment, “Reformulated Products” are defined as Products  
5 containing no more than 1,000 parts per million (0.1%) di(2-ethylhexyl) phthalate (“DEHP”) in any  
6 accessible component when analyzed by a laboratory certified or accredited by the State of  
7 California, the United States Food and Drug Administration/Environmental Protection Agency, the  
8 National Environmental Laboratory Accreditation Program, or a member accreditation body of  
9 the International Laboratory Accreditation Cooperation.

10 For purposes of compliance with this reformulation standard, testing samples shall be  
11 prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSC  
12 CH-C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or  
13 other methodologies utilized by federal or state government agencies to determine phthalate content  
14 in a solid substance. (the “Reformulation Standard”).

### 15 **2.3 Clear and Reasonable Warnings**

16 For all Products manufactured, imported, or packaged after the Effective Date, that are not  
17 Reformulated Products, sold or distributed for sale in or into California, Roma shall provide clear and  
18 reasonable warnings in accordance with Proposition 65, this Section and pursuant to Title 27  
19 California Code of Regulations § 25600, et seq. Each warning Roma provides shall be prominently  
20 placed with such conspicuousness when compared with other words, statements, or designs as to  
21 render it likely to be read and understood by an ordinary individual under customary conditions  
22 before purchase or use and shall be provided in a such a manner that it is clearly associated with the  
23 specific Product to which the warning applies.

#### 24 **(a) Warnings**

##### 25 **Option 1:**

26 **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This product  
27 can expose you to chemicals including di(2-ethylhexyl)phthalate (DEHP), which is  
28 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](http://www.P65Warnings.ca.gov).

-Or-

**Option 2:**

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

-Or-

**Option 3:**

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

-Or-

**Option 4:** The following warning statement may be used on Products manufactured and labeled prior to January 1, 2028:

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

**(b) 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 the other language(s) in addition to English.

**(c) On-Product Warnings.**

Roma shall affix a warning to the Product Label or otherwise directly on Products provided for sale to consumers located in California and to customers with retail outlets in California, or e-commerce platforms with sales to consumers in California. For purposes of this Consent Judgment, “Product Label” means any display of written, printed, or graphic material printed on or affixed to a Product(s) or its immediate packaging or container. A warning provided pursuant to section 2.3(a) must print the one of the following warning phrases in all capital letters and in bold font:

**WARNING [or] CA WARNING [or] CALIFORNIA WARNING.** The warning symbol to the left of the warning phrase must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not use yellow, the symbol may be in black and white. The entire

1 warning shall be set off from other surrounding information, enclosed in a box and appear in at least  
2 6-point type.

3 **(d) Internet Warnings.**

4 If, after the Effective Date, Roma sells Products to consumers in California online via the  
5 internet, through its own website, affiliated websites or a third-party website belonging to customers  
6 Roma knows to have nationwide distribution and/or a national online presence, then Roma shall  
7 provide warnings the Products both on the Product label in accordance with Section 2.3(c), and by  
8 prominently displaying, or notifying its affiliates and/or direct customers that the warning must also  
9 be prominently displayed on websites to the consumer during the purchase of the Products online  
10 without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to  
11 the warning using the word “WARNING” given in conjunction with the sale of the Products via the  
12 internet shall appear either: (a) on the same web page on which the Products are displayed; (b) on the  
13 same web page as the virtual cart displaying the Products; (c) on the same page as the price for the  
14 Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. The  
15 warning shall appear in any of the above instances adjacent to or immediately following the display,  
16 description, or price of the Products for which it is given in the same type size or larger than other  
17 consumer information provided for the Products. For direct customers Roma knows offer its Products  
18 online via the internet for sale in or into California, Roma shall notify such customers that the  
19 Products must be accompanied by an online, internet warning prior to, and as a condition of sale, in  
20 or into California and shall supply such customers with the warning requirements detailed above.

21 **3. MONETARY SETTLEMENT TERMS**

22 **3.1 Civil Penalty**

23 Pursuant to Health and Safety Code § 25249.7(b), Roma agrees to pay a civil penalty of  
24 \$2,000 within fifteen (15) days of the Effective Date. Roma’s civil penalty payment will be allocated  
25 according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent (75%) of  
26 the penalty paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”),  
27 and the remaining twenty-five percent (25%) retained by KASB. Roma shall issue its payment in two  
28 checks made payable to: (a) “OEHHA” in the amount of \$1,500; and (b) “Seven Hills LLP in trust for

1 Keep America Safe and Beautiful” in the amount of \$500. KASB’s counsel shall deliver to OEHHA  
2 and KASB their respective portions of the penalty payment.

3 **3.2 Reimbursement of Fees and Costs; Installment Agreement & Payment Timing**

4 After the Parties finalized all other material terms of this Consent Judgment, they negotiated  
5 Romas’s reimbursement of a portion of KASB’s attorneys’ fees and costs under general contract  
6 principles and the private attorney general doctrine, codified at Code of Civil Procedure § 1021.5, for  
7 all work performed through the mutual execution and reporting of this Agreement to the OAG and  
8 obtaining approval and entry of this Settlement as a stipulated judgment or Consent Judgment,  
9 thereafter. Within fifteen (15) days of the Effective Date, Roma shall remit installment payments,  
10 totaling \$26,000, for all attorneys’ fees and costs incurred in investigating, bringing this matter to  
11 Roma’s attention, negotiating a settlement, obtaining court approval of the same and reporting its  
12 terms to the OAG pursuant to Section 9. The Parties agree Roma’s payment of fees and costs shall be  
13 broken out into ten (10) equal installments of \$2,600, provided in individual checks, all due within 15  
14 days of the Effective Date and made payable to “Seven Hills LLP”, which KASB’s counsel will  
15 deposit as follows:

- 16 a) An initial payment of \$2,600 payable on or after the Effective Date; and  
17 b) Nine (9) additional payments of \$2,600 each, predated for deposit on the first of each  
18 month following the Effective Date, beginning on or about March 1, 2026, whichever  
19 is latter based on the actual the date the Court approves the Consent and enters  
20 judgment pursuant to its terms as contemplated by Section 5, below.

21 The Parties agree that, should any installment payment made under this Section fail to be  
22 untimely made or accepted by for deposit by KASB’s counsel’s bank (whether due to insufficient  
23 funds or otherwise) the remaining installment payments shall become immediately due, owed and  
24 payable. KASB’s counsel shall provide written notice to Roma’s counsel when final judgment is  
25 entered by the Court, i.e., of the Effective Date. The Parties agree such notice may be made via e-mail  
26 communication, and the date of the entry of said judgment, if any, shall determine the Effective Date  
27 and payment due dates under this Section 3.2. Counsel for KASB shall provide to Counsel for Roma  
28

1 federal Internal Revenue Service W9 forms for all payees under this agreement via electronic mail, to  
2 accompany notice of entry of judgment by the Court.

3 **3.3 Payments**

4 All payments payable and due under this Agreement shall be delivered to KASB's counsel at  
5 the following address:

6 Seven Hills LLP  
7 Attn: Laralei Paras  
8 1 Embarcadero Center, Suite 1200  
9 San Francisco, CA 94111

9 **4. CLAIMS COVERED AND RELEASED**

10 **4.1 KASB's Release of Proposition 65 Claims**

11 This Agreement is a full, final, and binding resolution of the claims that were or could have  
12 been asserted by KASB for violations of Proposition 65 arising out of the allegations in the Notice  
13 and Complaint. KASB, acting on its own behalf, in the public interest, and on behalf of its past and  
14 current agents, representatives, attorneys, successors and assignees ("Releasers") releases Roma, its  
15 past and present directors, officers, employees, attorneys, and each entity to whom Roma directly or  
16 indirectly distributes or sells the Products including, but not limited to, its downstream distributors,  
17 wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members, licensors and  
18 licensees ("Releasees") based on the failure to provide a clear and reasonable warning under  
19 Proposition 65 for alleged or actual exposures to DEHP in the Products manufactured, distributed,  
20 sold and/or offered for sale in California before the Effective Date, as set forth in the Notice and  
21 Complaint. The Parties further agree that compliance with Section 2 of this Agreement shall be  
22 deemed compliance with Proposition 65 with respect to alleged or actual exposures to DEHP in  
23 Products. The Parties further understand and agree this Section 4.1 release shall not extend upstream  
24 to any entity that manufactured or distributed the Products, or any component parts thereof to Roma.  
25 Nor shall this release extend downstream to any Releasee instructed by Roma to provide a warning  
26 on Products other than Reformulated Products and who fails to do so.

1           **4.2     KASB’s Individual Release of Claims**

2           KASB, in its individual capacity only and not in its representative capacity, also hereby  
3 provides a release to Roma and the Releasees which shall be effective as a full and final accord and  
4 satisfaction, as a bar to all actions, causes of actions, obligations, costs, expenses, attorneys’ fees,  
5 damages, losses, claims, liabilities and demands of KASB of any nature, character, or kind, whether  
6 known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to DEHP, in  
7 Products manufactured, imported, sold or distributed for sale, in or into the State of California, by  
8 Roma prior to the Effective Date, as alleged in the Notice and Complaint. The Parties agree and  
9 understand that this Section 4.2 release shall not extend (i) upstream to any entity that manufactured  
10 or distributed the Products, or any component parts thereof to Roma, (ii) nor shall this release extend  
11 downstream to any Releasee instructed by Roma to provide a warning on Products that are not  
12 Reformulated Products and who fails to do so.

13           **4.3     Roma’s Release of KASB**

14           Roma, on its own behalf and on behalf of its past and current agents, representatives,  
15 attorneys, successors, and assignees, hereby waives any and all claims against KASB, its attorneys  
16 and other representatives, for any and all actions taken or statements made by KASB and its attorneys  
17 or other representatives, whether in the course of investigating claims or otherwise seeking to enforce  
18 Proposition 65 against it in this matter with respect to the Products.

19           **5.     COURT APPROVAL**

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

26           **6.     SEVERABILITY**

27           If, subsequent to the Court’s approval and entry of this Agreement as a judgment, any  
28 provision of this Agreement is deemed by a court to be unenforceable, the validity of the remaining

1 provisions shall not be adversely affected.

2 **7. GOVERNING LAW**

3 The terms of this Agreement shall be governed by the laws of the State of California and  
4 apply within California. Nothing in this Agreement shall be interpreted to relieve Roma from its  
5 obligation to comply with any pertinent state or federal law or regulation.

6 **8. NOTICE**

7 Unless specified herein, all correspondence and notice required by this Agreement shall be in  
8 writing and sent by first class mail:

9 For Roma:

10 Siamak Arghavani Fard, CEO  
11 Roma Costume, Inc.  
12 2501 North Ontario Street  
Burbank, CA 91504

For KASB:

Laralei Paras, Esq.  
Seven Hills LLP  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111  
Email: laralei@sevenhillslp.com

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

15 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

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

19 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

22 **11. ENTIRE AGREEMENT**

23 This Agreement contains the sole and entire agreement and understanding of the Parties with  
24 respect to the entire subject matter hereof, and all prior discussions, negotiations, commitments, or  
25 understandings related thereto, if any, are hereby merged. No warranty, representation or other  
26 agreement between the Parties exists except as expressly set forth herein. No representation, oral or  
27 otherwise, express or implied, other than those specifically referred to in this Agreement have been  
28

1 made by either Party. No other agreement not specifically adressed herein, oral or otherwise, shall be  
2 deemed to exist or to bind any of the Parties.

3 **12. MODIFICATION**

4 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
5 the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of  
6 any Party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek  
7 modification of this Consent Judgment without first providing written notice to the other Party of the  
8 basis for the modification sought, and meeting and conferring in good faith for a period of not less  
9 than thirty (30) days prior to moving the Court for an order modifying the Consent Judgment. In the  
10 event the Parties or either Party seek(s) modification of this Consent Judgment by written agreement  
11 or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45  
12 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing by the Court  
13 on a motion for approval of such modification.

14 **13. AUTHORIZATION**


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

17 **AGREED TO:**

**AGREED TO:**

18 Date: 3/12/2026

Date: January 13, 2026

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

:  \_\_\_\_\_

21 Lance Nguyen, CEO  
22 KEEP AMERICA SAFE AND  
23 BEAUTIFUL

Name: Sahand Fard  
24 Title: President  
25 ROMA COSTUME, INC.