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FILED
San Francisco County Superior Court

MAR 17 2026

CLERK OF THE COURT

BY: 
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10
11 EMA BELL,
12 Plaintiff,
13 v.
14 ROSS STORES, INC.,
15 Defendant.

Case No.: CGC-24-616096
CONSENT JUDGMENT
Judge: Joseph M. Quinn
Dept.: 302
Hearing Date: March 17, 2026
Hearing Time: 9:00 AM
Complaint Filed: July 2, 2024

1 **1. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Ema Bell acting
3 on behalf of the public interest (hereinafter “Bell”) and Ross Stores, Inc. (“Ross” or “Defendant”)
4 with Bell and Defendant collectively referred to as the “Parties” and each of them as a “Party.” Bell
5 is an individual residing in California that seeks to promote awareness of exposures to toxic
6 chemicals and improve human health by reducing or eliminating hazardous substances contained
7 in consumer products. Ross is alleged to be a person in the course of doing business for purposes
8 of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

9 **1.2 Allegations and Representations.** Bell alleges that Defendant has exposed
10 individuals to lead from its sales of Bunny Love gold polka dots canisters, SKU 400266625731,
11 without providing a clear and reasonable exposure warning pursuant to Proposition 65. Lead is
12 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and
13 birth defects or other reproductive harm.

14 **1.3 Notices of Violation/Action.**

15 **1.3.1** On April 4, 2024, Bell served Ross and various public enforcement agencies
16 with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
17 §25249.7(d) (the “Notice”), alleging that Defendant violated Proposition 65 for failing to warn
18 consumers and customers that use of Bunny Love gold polka dots canisters, SKU No.
19 400266625731, exposes users in California to lead. No public enforcer has brought and is diligently
20 prosecuting the claims alleged in the Notice.

21 **1.3.2** On July 2, 2024, Bell filed a complaint (the “Complaint”) alleging that Ross
22 violated Proposition 65 by selling various products without a requisite Proposition 65 warning.

23 **1.3.3** On July 10, 2024, Bell filed a first amended complaint (the “FAC”)¹ adding
24 more products to the Complaint. The FAC alleged that the following products were sold by Ross
25 without a requisite Proposition 65 warning: (a) Bunny Love gold polka dots canisters, #
26 400266625761, (lead) (b) Gap Original dog bowls, # 400267291881(lead), (c) Chulis children's

27 _____
28 ¹ The Complaint and FAC are collectively referred to herein as, the “Action.”

1 sandals, # 400264618582, (DEHP), (d) Amanda Greenwood Art lipstick motif mugs, #
2 400266456601, (lead), (e) Craft Smith sketch pad and gel pens, # 400268632133 (DEHP), (e) Babe
3 Luxe crib bedding set bags, RN # 118620, (DEHP), (f) Rustica dried kiwi slices, UPC #
4 810034841117, (lead), (f) Wild Blossom lavender bunny teapots, # 400266153081 (lead), (h) Onyx
5 colorblock soap dispensers, # 400266051813 (lead), (i) Mad Engine™ corgi pups stacking mug
6 sets, # 400264341305, (lead), and (j) Essential Greens collagen with beauty greens, UPC #
7 035046104207, (lead).

8 1.3.4 The Parties stipulate herein that the FAC is amended to remove any and all
9 claims against Ross that relate to the products identified in Section 1.3.3 (b) – (j). Accordingly, this
10 Consent Judgment fully resolves the entirety of the claims asserted in the Action.

11 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
12 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
13 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
14 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
15 of all claims which were or could have been raised in the Action based on the facts alleged therein
16 and in the Notices.

17 1.5 Defendant denies the material allegations contained in Bell's Notices and the Action
18 and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment shall be
19 construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor
20 shall compliance with this Consent Judgment constitute or be construed as an admission by
21 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
22 denied by Defendant. However, this section shall not diminish or otherwise affect the obligations,
23 responsibilities, and duties of Defendant under this Consent Judgment.

24 **2. DEFINITIONS**

25 2.1 **Covered Products.** The term "Covered Products" means Bunny Love gold polka
26 dots canisters, SKU No. 400266625731, that are offered for sale in California by Ross.

27 2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is
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1 entered as a Judgment of the Court.

2 **3. INJUNCTIVE RELIEF: WARNINGS**

3 **3.1 Clear and Reasonable Warning.** Commencing within ninety (90) days after the
4 Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in
5 this §§ 3.1 and 3.2 must be provided for all Covered Products that Ross purchases for sale into
6 California. There shall be no obligation for Ross to provide an exposure warning for Products that
7 entered the stream of commerce within 90 days after the Effective Date. The warning shall consist
8 of either the **Warning** or **Alternative Warning** described in §§ 3.1(a) or (b), respectively:

9 (a) **Warning.** The "Warning" shall consist of the statement:

10 **⚠ WARNING:** This product can expose you to chemicals including lead, which
11 is 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.

12 (b) **Alternative Warning:** Ross may, but is not required to, use the alternative
13 short-form warning as set forth in this § 3.1(b) ("**Alternative Warning**") as follows:

14 **⚠ WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

15 **3.2 A Warning or Alternative Warning** provided pursuant to § 3.1 must print the word
16 "**WARNING:**" in all capital letters and in bold font, followed by a colon. The warning symbol to
17 the left of the word "**WARNING:**" must be a black exclamation point in a yellow equilateral
18 triangle with a black outline, except that if the sign or label for the Products does not use the color
19 yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the
20 height of the word "**WARNING:**". The **Warning** or **Alternative Warning** shall be affixed to or
21 printed on the Products' packaging or labeling, or on a placard, shelf tag, sign or electronic device
22 or automatic process only if such electronic device or automatic process provides the **Warning** or
23 **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or
24 **Alternative Warning** is displayed with such conspicuousness, as compared with other words,
25 statements, or designs as to render it likely to be read and understood by an ordinary individual
26 under customary conditions of purchase or use. A **Warning** or **Alternative Warning** provided via
27 an electronic device or automatic process does not apply to internet purchases, which are subject to
28 the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in

1 the same section of the packaging, labeling, or instruction booklet that states other safety warnings,
2 if any, concerning the use of the Product and shall be at least the same size as those other safety
3 warnings. If “consumer information,” as that term is defined in Title 27, California Code of
4 Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign
5 language, Ross shall provide the **Warning** or **Alternative Warning** in the foreign language in
6 accordance with applicable warning regulations adopted by the State of California’s Office of
7 Environmental Health Hazard Assessment (“OEHHA”): An **Alternative Warning** on a Covered
8 Product manufactured and labeled after January 1, 2028 shall be provided in accordance with Title
9 27, California Code of Regulations, § 25603(b).

10 In addition to affixing the **Warning** or **Alternative Warning** to the Product’s packaging or
11 labeling, the **Warning** or **Alternative Warning** shall be posted on websites where Ross offers
12 Products for sale to consumers in California. The requirements of this Section shall be satisfied if
13 the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word
14 “**WARNING**,” appears on the product display page, or by otherwise prominently displaying the
15 warning to the purchaser prior to completing the purchase. To comply with this Section, Ross shall
16 (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to do so,
17 on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the
18 **Warning** or **Alternative Warning** on the websites of its third-party internet sellers, provide such
19 sellers with written notice in accordance with Title 27, California Code of Regulations, Section
20 25600.2. Third-party internet sellers of the Product that have been provided with written notice in
21 accordance with Title 27, California Code of Regulations, Section 25600.2 are not released in
22 Section 5 of this Agreement if they fail to meet the warning requirements of this Section.

23 **3.3 Compliance with Warning Regulations.** The Parties agree that Ross shall be
24 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
25 Settlement Agreement or by complying with warning regulations adopted by the State of
26 California’s OEHHA applicable to the Product and the exposure at issue.

1 **4. MONETARY TERMS**

2 4.1 **Civil Penalty.** Ross shall pay \$2,000.00 as a Civil Penalty pursuant to Health and
3 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety
4 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil
5 Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

6 4.1.1 Within fourteen (14) business days of the Effective Date and receipt of
7 appropriate W-9 forms, Ross shall issue two separate checks for the Civil Penalty payment to (a)
8 "OEHHA" in the amount of \$1,500.00; and to (b) "Ema Bell" in the amount of \$500.00. Payment
9 owed to Bell pursuant to this Section shall be delivered to the following payment address:

10 Evan J. Smith, Esquire
11 Brodsky Smith
12 Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

13 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
14 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

15 For United States Postal Service Delivery:

16 Mike Gyurics
17 Fiscal Operations Branch Chief
18 Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

19 For Non-United States Postal Service Delivery:

20 Mike Gyurics
21 Fiscal Operations Branch Chief
22 Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

23 Upon request, Ross will send a copy of the check payable to OEHHA to Brodsky Smith at the
24 address set forth above as proof of payment to OEHHA.

25 4.2 **Attorneys' Fees.** Within fourteen (14) business days of the Effective Date and
26 receipt of appropriate W-9 forms, Ross shall pay \$20,000.00 to Brodsky Smith as complete
27 reimbursement for Bell's attorneys' fees and costs incurred as a result of investigating, bringing
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1 this matter to the attention of Ross, litigating and negotiating and obtaining judicial approval of a
2 settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5.

3 **5. RELEASE OF ALL CLAIMS**

4 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting
5 on her own behalf, and on behalf of the public interest, and Ross, and its parents, shareholders,
6 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,
7 subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors,
8 licensees, licensors, successors and assigns ("Defendant Releasees"), of all claims for violations of
9 Proposition 65 based on exposure to lead from use of the Covered Products sold by Ross within 90
10 days after the Effective Date, as set forth in the Notice. It is the Parties' intention that this Consent
11 Judgment shall have preclusive effect such that no other actions by private enforcers, whether
12 purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and
13 take any action with respect to any violation of Proposition 65 based on exposure to lead from use
14 of the Covered Products that was alleged in the Action, or that could have been brought pursuant
15 to the Notice against Ross and the Defendant Releasees ("Proposition 65 Claims"). Ross's
16 compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65
17 by Ross with regard to exposure to lead from use of the Covered Products.

18 5.2 In addition to the foregoing, Bell, on behalf of herself, her past and current agents,
19 representatives, attorneys, and successors and assignees, and *not* in her representative capacity,
20 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action
21 and releases Ross and Defendant Releasees from any and all manner of actions, causes of action,
22 claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities,
23 damages, charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or
24 unknown, in law or equity, fixed or contingent, now or in the future, with respect to any alleged
25 violations of Proposition 65 related to or arising from Covered Products sold by Ross or Defendant
26 Releasees. With respect to the foregoing waivers and releases in this paragraph, Bell hereby
27 specifically waives any and all rights and benefits which she now has, or in the future may have,
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1 conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides as
2 follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
6 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
8 DEBTOR OR RELEASED PARTY.

9 5.3 Ross waives any and all claims against Bell, her attorneys and other representatives,
10 for any and all actions taken, or statements made (or those that could have been taken or made) by
11 Bell and her attorneys and other representatives seeking enforcement of Proposition 65 against it
12 in this Action with respect to Covered Products.

13 **6. INTEGRATION**

14 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
15 any and all prior negotiations and understandings related hereto shall be deemed to have been
16 merged within it. No representations or terms of agreement other than those contained herein exist
17 or have been made by any Party with respect to the other Party or the subject matter hereof.

18 **7. NOTICES**

19 7.1 Unless specified herein, all correspondence and notices required to be provided
20 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
21 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
22 by the other party at the following addresses:

23 For Defendant:

24 General Counsel
25 Ross Stores, Inc.
26 5130 Hacienda Drive
27 Dublin, CA 94568

28 With a copy to:

Eva Yang
Norton Rose Fulbright US LLP
555 S. Flower St., 41st Fl.
Los Angeles, CA 90071

And

1 For Bell:

2 Evan Smith
3 Brodsky Smith
4 9465 Wilshire Blvd., Ste. 300
5 Beverly Hills, CA 90212

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

8 **8. COUNTERPARTS; FACSIMILE SIGNATURES.**

9 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
10 which shall be deemed an original, and all of which, when taken together, shall constitute one and
11 the same document.

12 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
13 **APPROVAL**

14 9.1 Bell agrees to comply with the requirements set forth in California Health & Safety
15 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
16 Defendant agrees it shall support approval of such Motion.

17 9.2 This Consent Judgment shall not be effective until it is approved and entered by the
18 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
19 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
20 days, the case shall proceed on its normal course.

21 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an
22 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
23 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
24 its normal course on the trial court's calendar.

25 **10. MODIFICATION**

26 10.1 This Consent Judgment may be modified only by further stipulation of the Parties
27 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.
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11. ATTORNEY'S FEES

11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

12. RETENTION OF JURISDICTION

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

13. AUTHORIZATION

13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

AGREED TO:

Date: 11/28/26
By: [Signature]
EM BELL

Date: 1/16/2026
By: Tracey P Meyer
ROSS STORES, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: March 17, 2026

[Signature]
Joseph M. Quinn
Judge of Superior Court
JOSEPH M. QUINN