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**FILED**  
San Francisco County Superior Court

**JUN 26 2026**

CLERK OF THE COURT

BY:   
Deputy Clerk

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

10 EMA BELL,

11 Plaintiff,

12 vs.

13 MAGENTA, INC., ROSS STORES, INC.,

14 Defendants.

Case No.: CGC-24-614344

**CONSENT JUDGMENT**

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: June 26, 2026

Hearing Time: 9:00 AM

Complaint Filed: May 2, 2024

15 EMA BELL,

16 Plaintiff,

17 vs.

18 MAGENTA, INC., THE TJX COMPANIES,  
19 INC.,

20 Defendants.

Case No. CGC-24-619680

21 EMA BELL,

22 Plaintiff,

23 vs,

24 MAGENTA, INC., THE TJX COMPANIES,  
25 INC.,

26 Defendants.

Case No. CGC-25-621457

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 Magenta, Inc. (“Magenta” 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. Magenta 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 (a) Meaningful Home candles, (b) Carnival Cottage owl bowls,  
11 (c) Kolor Me Koby mugs, (d) *Peanuts*® cookie jars, and/or (e) Hufflepuff mugs without providing  
12 a clear and reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to  
13 Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or  
14 other reproductive harm.

15             **1.3     Notices of Violation/Action.**

16             **1.3.1** On May 31, 2023, Bell served Ross Stores Inc. (“Ross”), Magenta, and  
17 various public enforcement agencies with documents entitled “60-Day Notice of Violation”  
18 pursuant to Health & Safety Code §25249.7(d) (the “May 2023 Notice”), alleging that Magenta  
19 violated Proposition 65 for failing to warn consumers and customers that use of Meaningful Home  
20 candles exposes users in California to lead. No public enforcer has brought and is diligently  
21 prosecuting the claims alleged in the May 2023 Notice.

22             **1.3.2** On February 19, 2024, Bell served The TJX Companies, Inc. (“TJX”),  
23 Magenta, and various public enforcement agencies with documents entitled “60-Day Notice of  
24 Violation” pursuant to Health & Safety Code §25249.7(d) (the “February 2024 Notice”), alleging  
25 that Magenta violated Proposition 65 for failing to warn consumers and customers that use of  
26 Carnival Cottage owl bowls exposes users in California to lead. No public enforcer has brought and  
27 is diligently prosecuting the claims alleged in the February 2024 Notice.

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1           1.3.3 On May 2, 2024, Bell served TJX, Magenta, and various public enforcement  
2 agencies with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code  
3 §25249.7(d) (the "First May 2024 Notice"), alleging that Magenta violated Proposition 65 for  
4 failing to warn consumers and customers that use of Kolor Me Koby mugs exposes users in  
5 California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged  
6 in the First May 2024 Notice.

7           1.3.4 On May 2, 2024, Bell served TJX, Magenta, and various public enforcement  
8 agencies with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code  
9 §25249.7(d) (the "Second May 2024 Notice"), alleging that Magenta violated Proposition 65 for  
10 failing to warn consumers and customers that use of *Peanuts*® cookie jars exposes users in  
11 California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged  
12 in the Second May 2024 Notice.

13           1.3.5 On May 2, 2024, Bell filed a complaint in the Superior Court of California,  
14 County of San Francisco, and docketed to Case No. CGC-24-614344 (the "First Complaint"). The  
15 First Complaint brings claims regarding the allegations found in the May 2023 Notice.

16           1.3.6 On November 12, 2024, Bell filed a complaint in the Superior Court of  
17 California, County of San Francisco, and docketed to Case No. CGC-24-619680 (the "Second  
18 Complaint"). The Second Complaint brings claims regarding the allegations found in the First May  
19 2024 Notice and Second May 2024 Notice.

20           1.3.7 On January 15, 2025, Bell filed a complaint in the Superior Court of  
21 California, County of San Francisco, and docketed to Case No. CGC-24-621457 (the "Third  
22 Complaint"). The Third Complaint brings claims regarding the allegations found in the February  
23 2024 Notice.

24           1.3.8 On January 23, 2025, Bell served TJX, Magenta, and various public  
25 enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to Health &  
26 Safety Code §25249.7(d) (the "January 2025 Notice"), alleging that Magenta violated Proposition  
27 65 for failing to warn consumers and customers that use of Hufflepuff mugs users in California to  
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1 lead. No public enforcer has brought and is diligently prosecuting the claims alleged in the January  
2 2025 Notice.<sup>1</sup>

3 1.3.9 On November 26, 2025, Bell filed a consolidated complaint to consolidate  
4 the allegations found in the Notices (the “Consolidated Complaint” or “Consolidated Action”).

5 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
6 jurisdiction over Defendant as to the allegations contained in the Consolidated Action filed in this  
7 matter, that venue is proper in the County of San Francisco, and that this Court has jurisdiction to  
8 approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding  
9 resolution of all claims which were or could have been raised in the Consolidated Action based on  
10 the facts alleged therein and in the Notices.

11 1.5 Defendant denies the material allegations contained in Bell’s Notices and  
12 Consolidated Action and maintains that it has not violated Proposition 65. Nothing in this Consent  
13 Judgment shall be construed as an admission by Defendant of any fact, finding, issue of law, or  
14 violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an  
15 admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such  
16 being specifically denied by Defendant. However, this section shall not diminish or otherwise affect  
17 the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

18 **2. DEFINITIONS**

19 2.1 **Covered Products.** The term “Covered Products” means (a) Meaningful Home  
20 candles, (b) Carnival Cottage owl bowls, (c) Kolor Me Koby mugs, (d) *Peanuts*® cookie jars,  
21 and/or (e) Hufflepuff mugs that are manufactured, distributed, shipped into California and offered  
22 for sale in California by Magenta that expose users to lead.

23 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is  
24 entered as a Judgment of the Court.

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26  
27 <sup>1</sup> The May 2023 Notice, February 2024 Notice, First May 2024 Notice, Second May 2024 Notice,  
28 and January 2025 Notice are collectively referred to herein as, the “Notices.”

1 **3. INJUNCTIVE RELIEF, REFORMULATION AND/OR WARNINGS**

2 **3.1 Reformulation of Products.** Commencing within ninety (90) days after the  
3 Effective Date, and continuing thereafter, Covered Products that Magenta directly manufactures,  
4 imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Products  
5 pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to  
6 §§ 3.3 - 3.4, below. For purposes of this Settlement Agreement, a "Reformulated Product" is a  
7 Product that is in compliance with the standard set forth in § 3.2, below. The warning requirement  
8 set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated Product. Magenta notes that it does not  
9 expect to sell the Covered Products in California in the future.

10 **3.2 Reformulation Standard.** "Reformulated Products" shall mean Covered Products  
11 that (a) produce a wipe test result no higher than 1 microgram ( $\mu\text{g}$ ) of lead when analyzed pursuant  
12 to NIOSH method no. 9100, or (b) contain no more than 90 parts per million ("ppm") lead in any  
13 decoration, colored artwork, designs and/or marking on the surface of the Products when analyzed  
14 pursuant to U.S. Environmental Protection Agency testing methodologies 3050B or equivalent  
15 methodologies utilized by federal or state agencies for the purpose of determining lead content in  
16 a solid substance.

17 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective  
18 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3  
19 and 3.4 must be provided for all Products that Magenta manufacturers, imports, distributes, sells,  
20 or offers for sale in California that is not a Reformulated Product. There shall be no obligation for  
21 Magenta to provide an exposure warning for Covered Products that entered the stream of commerce  
22 within 90 days after the Effective Date. The warning shall consist of either the **Warning** or  
23 **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

25 **⚠ WARNING:** This product can expose you to chemicals including lead, which  
26 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](http://www.P65Warnings.ca.gov).

27 (b) **Alternative Warning:** Magenta may, but is not required to, use the  
28 alternative short-form warning as set forth in this § 3.3(b) ("**Alternative Warning**") as follows:

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

2            **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 must print the word  
3 **“WARNING:”** in all capital letters and in bold font, followed by a colon. The warning symbol to  
4 the left of the word **“WARNING:”** must be a black exclamation point in a yellow equilateral  
5 triangle with a black outline, except that if the sign or label for the Products does not use the color  
6 yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the  
7 height of the word **“WARNING:”**. The **Warning or Alternative Warning** shall be affixed to or  
8 printed on the Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device  
9 or automatic process only if such electronic device or automatic process provides the **Warning or**  
10 **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning or**  
11 **Alternative Warning** is displayed with such conspicuousness, as compared with other words,  
12 statements, or designs as to render it likely to be read and understood by an ordinary individual  
13 under customary conditions of purchase or use. A **Warning or Alternative Warning** provided via  
14 an electronic device or automatic process does not apply to internet purchases, which are subject to  
15 the provisions of Section 25602(b). The **Warning or Alternative Warning** may be contained in  
16 the same section of the packaging, labeling, or instruction booklet that states other safety warnings,  
17 if any, concerning the use of the Product and shall be at least the same size as those other safety  
18 warnings. If “consumer information,” as that term is defined in Title 27, California Code of  
19 Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign  
20 language, Magenta shall provide the **Warning or Alternative Warning** in the foreign language in  
21 accordance with applicable warning regulations adopted by the State of California’s Office of  
22 Environmental Health Hazard Assessment (“OEHHA”). An **Alternative Warning** on a Covered  
23 Product manufactured and labeled after January 1, 2028 shall be provided in accordance with Title  
24 27, California Code of Regulations, § 25603(b).

25            In addition to affixing the **Warning or Alternative Warning** to the Product’s packaging or  
26 labeling, the **Warning or Alternative Warning** shall be posted on websites where Magenta offers  
27 Products for sale to consumers in California. The requirements of this Section shall be satisfied if  
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1 the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word  
2 "**WARNING**," appears on the product display page, or by otherwise prominently displaying the  
3 warning to the purchaser prior to completing the purchase. To comply with this Section, Magenta  
4 shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to  
5 do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post  
6 the **Warning** or **Alternative Warning** on the websites of its third-party internet sellers, provide  
7 such sellers with written notice in accordance with Title 27, California Code of Regulations, Section  
8 25600.2. Third-party internet sellers of the Product that have been provided with written notice in  
9 accordance with Title 27, California Code of Regulations, Section 25600.2 are not released in  
10 Section 5 of this Agreement if they fail to meet the warning requirements of this Section.

11 **3.5 Compliance with Warning Regulations.** The Parties agree that Magenta shall be  
12 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this  
13 Settlement Agreement or by complying with warning regulations adopted by the State of  
14 California's OEHHA applicable to the Product and the exposure at issue.

15 **4. MONETARY TERMS**

16 **4.1 Civil Penalty.** Magenta shall pay \$6,000.00 as a Civil Penalty pursuant to Health  
17 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &  
18 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the  
19 Civil Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

20 **4.1.1** Within ten (10) days after the Effective Date, Magenta shall issue two  
21 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$4,500.00; and  
22 to (b) "Ema Bell" in the amount of \$1,500.00. Payment owed to Bell pursuant to this Section  
23 shall be delivered to the following payment address:

24 Evan J. Smith, Esquire  
25 Brodsky Smith  
26 Two Bala Plaza, Suite 805  
27 Bala Cynwyd, PA 19004

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

1 For United States Postal Service Delivery:

2 Mike Gyurics  
3 Fiscal Operations Branch Chief  
4 Office of Environmental Health Hazard Assessment  
5 P.O. Box 4010  
6 Sacramento, CA 95812-4010

7 For Non-United States Postal Service Delivery:

8 Mike Gyurics  
9 Fiscal Operations Branch Chief  
10 Office of Environmental Health Hazard Assessment  
11 1001 I Street  
12 Sacramento, CA 95814

13 A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth  
14 above as proof of payment to OEHHA.

15 4.2 **Attorneys' Fees.** Magenta shall pay \$69,000.00 to Brodsky Smith as complete  
16 reimbursement for Bell's attorneys' fees and costs incurred as a result of investigating, bringing  
17 this matter to the attention of Magenta, litigating and negotiating and obtaining judicial approval  
18 of a settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5.

19 4.3 **Payment Plan.** Magenta agrees to pay the settlement monies pursuant to this  
20 Consent Judgment in five (5) separate payments with the first payment due as of ten (10) days after  
21 the Effective Date. Pursuant to this Section, the payments shall be made as follows:

22 4.3.1 By or before ten (10) days after the Effective Date, Magenta shall issue a  
23 settlement payment check to "Brodsky Smith" in the amount of \$9,000.00;

24 4.3.2 By or before forty (40) days after the Effective Date, Magenta shall issue a  
25 settlement payment check to "Brodsky Smith" in the amount of \$15,000.00;

26 4.3.3 By or before seventy (70) days after the Effective Date, Magenta shall issue  
27 a settlement payment check to "Brodsky Smith" in the amount of \$15,000.00;

28 4.3.4 By or before one hundred (100) days after the Effective Date, Magenta shall  
issue a settlement payment check to "Brodsky Smith" in the amount of \$15,000.00;

4.3.5 By or before one hundred thirty (130) days after the Effective Date, Magenta  
shall issue a settlement payment check to "Brodsky Smith" in the amount of \$15,000.00;

1     **5.     RELEASE OF ALL CLAIMS**

2             5.1     This Consent Judgment is a full, final, and binding resolution between Bell acting  
3     on her own behalf, and on behalf of the public interest, and Magenta, and its parents, shareholders,  
4     members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,  
5     subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors,  
6     successors and assigns (“Defendant Releasees”), and all entities to whom they directly or indirectly  
7     distribute or sell Covered Products, including but not limited to manufacturers, suppliers,  
8     distributors, wholesalers, customers, licensors, licensees retailers, including but not limited to Ross,  
9     TJX, and their parents, subsidiaries, and affiliates, franchisees, and cooperative members  
10    (“Downstream Releasees”), of all claims for violations of Proposition 65 based on exposure to lead  
11    from use of the Covered Products manufactured, distributed, or sold by Magenta within 90 days  
12    after the Effective Date, as set forth in the Notices. It is the Parties’ intention that this Consent  
13    Judgment shall have preclusive effect such that no other actions by private enforcers, whether  
14    purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and  
15    take any action with respect to any violation of Proposition 65 based on exposure to lead from use  
16    of the Covered Products that was alleged in the Consolidated Action, or that could have been  
17    brought pursuant to the Notice against Magenta and the Downstream Releasees (“Proposition 65  
18    Claims”). Magenta’s compliance with the terms of this Consent Judgment constitutes compliance  
19    with Proposition 65 by Magenta with regard to exposure to lead from use of the Covered Products.

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

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

11 5.3 Magenta waives any and all claims against Bell, her attorneys and other  
12 representatives, for any and all actions taken, or statements made (or those that could have been  
13 taken or made) by Bell and her attorneys and other representatives, whether in the course of  
14 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
15 and with respect to Covered Products.

16 6. **INTEGRATION**

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

21 7. **GOVERNING LAW**

22 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
23 California and apply within the State of California.

24 8. **NOTICES**

25 8.1 Unless specified herein, all correspondence and notices required to be provided  
26 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-  
27 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party  
28 by the other party at the following addresses:

For Defendant:

Michael Hambly

1 The Food Lawyers  
2 1880 Century Park E., Ste. 611  
3 Los Angeles, CA 90067

4 And

5 For Bell:

6 Evan Smith  
7 Brodsky Smith  
8 9465 Wilshire Blvd., Ste. 300  
9 Beverly Hills, CA 90212

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

12 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

13 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of  
14 which shall be deemed an original, and all of which, when taken together, shall constitute one and  
15 the same document.

16 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(D)/COURT**  
17 **APPROVAL**

18 10.1 Bell agrees to comply with the requirements set forth in California Health & Safety  
19 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
20 Defendant agrees it shall support approval of such Motion.

21 10.2 This Consent Judgment shall not be effective until it is approved and entered by the  
22 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
23 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
24 days, the case shall proceed on its normal course.

25 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an  
26 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
27 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
28 its normal course on the trial court's calendar.

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11. MODIFICATION

11.1 This Consent Judgment may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

12. ATTORNEY'S FEES

12.1 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.

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

13. RETENTION OF JURISDICTION

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

14. AUTHORIZATION

14.1 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: \_\_\_\_\_

Date: 4/28/2026

By: \_\_\_\_\_  
EMA BELL

By: Abby Cheng  
MAGENTA, INC.  
By Abby Cheng, VP of Finance

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court

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**AGREED TO:**

**AGREED TO:**

Date: 5/8/26  
By: [Signature]  
EMMA BELL

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
MAGENTA, INC.  
By Abby Cheng, VP of Finance

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: June 26, 2026

[Signature]  
Judge of Superior Court  
JOSEPH M. QUINN