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**FILED**

San Francisco County Superior Court

**AUG 15 2025**

CLERK OF THE COURT

BY: 

Deputy Clerk

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

11 EMA BELL,

12 Plaintiff,

13 v.

14 DELSEY LUGGAGE, INC.,

15 Defendant.

Case No.: CGC-25-621456

**CONSENT JUDGMENT**

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: August 15, 2025

Hearing Time: 9:00 AM

Complaint Filed: January 15, 2025

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 Delsey Luggage, Inc. ("Delsey" or  
4 "Defendant") with Bell and Defendant collectively referred to as the "Parties" and each of them as  
5 a "Party." Bell is an individual residing in California that seeks to promote awareness of exposures  
6 to toxic chemicals and improve human health by reducing or eliminating hazardous substances  
7 contained in consumer products. Delsey is alleged to be a person in the course of doing business  
8 for purposes 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 bisphenol A (BPA) from its sales of Delsey Chatelet Air beauty cases, UPC #  
11 098376064931 without providing a clear and reasonable exposure warning pursuant to Proposition  
12 65. BPA is listed pursuant to Proposition 65 as a chemical known to the State of California to cause  
13 birth defects or other reproductive harm.

14         **1.3 Notice of Violation/Action.** On June 20, 2024, Bell served Delsey and various  
15 public enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to  
16 Health & Safety Code §25249.7(d) (the "Notice"), alleging that Defendant violated Proposition 65  
17 for failing to warn consumers and customers that use of Delsey Chatelet Air beauty cases, UPC #  
18 098376064931 expose users in California to BPA. No public enforcer has brought and is diligently  
19 prosecuting the claims alleged in the Notice. On January 15, 2025, Bell filed a complaint (the  
20 "Complaint").

21         **1.4** For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
22 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that  
23 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,  
24 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution  
25 of all claims which were or could have been raised in the Action based on the facts alleged therein  
26 and in the Notice.

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

## 2. DEFINITIONS

2.1 **Covered Products.** The term "Covered Products" means Delsey Chatelet Air beauty cases, UPC # 098376064931 that are manufactured, distributed, shipped into California and offered for sale in California by Delsey that expose users to BPA.

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

## 3. INJUNCTIVE RELIEF: WARNINGS

3.1 **Clear and Reasonable Warning.** Commencing within 60 days of the Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.1 and 3.2 must be provided for all Covered Products that Defendant manufacturers, imports, distributes, sells, or offers for sale in California. There shall be no obligation for Defendant to provide a warning for Covered Products that enter the stream of commerce prior to the date this Consent Judgment is signed by both Parties. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 3.1(a) or (b), respectively:

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

**⚠ WARNING:** This product can expose you to chemicals including bisphenol A (BPA), which is known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

(b) **Alternative Warning:** Delsey may, but is not required to, use the alternative short-form warning<sup>1</sup> as set forth in this § 3.1(b) ("Alternative Warning") as follows:

<sup>1</sup> An **Alternative Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

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

2        3.2        A **Warning** or **Alternative Warning** provided pursuant to § 3.1 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 Covered Product does not use  
6        the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller  
7        than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed  
8        to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or  
9        electronic device or automatic process only if such electronic device or automatic process provides  
10       the **Warning** or **Alternative Warning** without the purchaser having to seek it out, providing that  
11       the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with  
12       other words, statements, or designs as to render it likely to be read and understood by an ordinary  
13       individual under customary conditions of purchase or use. The **Warning** or **Alternative Warning**  
14       may be contained in the same section of the packaging, labeling, or instruction booklet that states  
15       other safety warnings, if any, concerning the use of the Covered Product and shall be at least the  
16       same size as those other safety warnings. If “consumer information,” as that term is defined in Title  
17       27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is  
18       provided in a foreign language, Delsey shall provide the **Warning** or **Alternative Warning** in the  
19       foreign language in accordance with applicable warning regulations adopted by OEHHA.

20       In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product’s  
21       packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where  
22       Delsey offers Products for sale to consumers in California. The requirements of this Section shall  
23       be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word  
24       “**WARNING,**” appears on the product display page, or by otherwise prominently displaying the  
25       warning to the purchaser prior to completing the purchase. To comply with this Section, Delsey  
26       shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to  
27       do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post

1 the **Warning or Alternative Warning** on the websites of its third-party internet sellers, provide  
2 such sellers with written notice in accordance with Title 27, California Code of Regulations, §  
3 25600.2. Third-party internet sellers of the Covered Product that have been provided with written  
4 notice in accordance with Title 27, California Code of Regulations, § 25600.2 are not released in  
5 Section 5 of this Agreement if they fail to meet the warning requirements herein.

6       **3.3 Compliance with Warning Regulations.** Defendant shall be deemed to be in  
7 compliance with this Consent Judgment by either adhering to §§ 3.1 and 3.2 of this Consent  
8 Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered  
9 Product and exposures at issue.

10       **4. MONETARY TERMS**

11       **4.1 Civil Penalty.** Delsey shall pay \$2,000.00 as a Civil Penalty pursuant to Health and  
12 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety  
13 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil  
14 Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

15               **4.1.1** Within ten (10) days of the Effective Date, Delsey shall issue two separate  
16 checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$1,500.00; and to (b)  
17 "Erma Bell" in the amount of \$500.00. Payment owed to Bell pursuant to this Section shall be  
18 delivered to the following payment address:

19               Evan J. Smith, Esquire  
20               Brodsky Smith  
21               Two Bala Plaza, Suite 805  
22               Bala Cynwyd, PA 19004

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

25               For United States Postal Service Delivery:

26               Mike Gyurics  
27               Fiscal Operations Branch Chief  
28               Office of Environmental Health Hazard Assessment  
              P.O. Box 4010  
              Sacramento, CA 95812-4010

              For Non-United States Postal Service Delivery:

1 Mike Gyurics  
2 Fiscal Operations Branch Chief  
3 Office of Environmental Health Hazard Assessment  
4 1001 I Street  
5 Sacramento, CA 95814

6 A copy of the check payable to OEHHHA shall be mailed to Brodsky Smith at the address set forth  
7 above as proof of payment to OEHHHA.

8 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Delsey shall pay  
9 \$23,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs  
10 incurred as a result of investigating, bringing this matter to the attention of Delsey, litigating and  
11 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code  
12 of Civil Procedure § 1021.5.

13 5. **RELEASE OF ALL CLAIMS**

14 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting  
15 on her own behalf, and on behalf of the public interest, and Delsey, and its parents, shareholders,  
16 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,  
17 subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors,  
18 successors and assigns ("Defendant Releasees"), and all entities to whom they directly or indirectly  
19 distribute or sell Covered Products, including but not limited to manufacturers, suppliers,  
20 distributors, wholesalers, customers, licensors, licensees retailers, including but not limited to  
21 Delsey, and its parents, subsidiaries, and affiliates, franchisees, and cooperative members  
22 ("Downstream Releasees"), of all claims for violations of Proposition 65 based on exposure to BPA  
23 from use of the Covered Products manufactured, distributed, or sold by Delsey within 60 days of  
24 the Effective Date, as set forth in the Notice. It is the Parties' intention that this Consent Judgment  
25 shall have preclusive effect such that no other actions by private enforcers, whether purporting to  
26 act in his, her, or its interests or the public interest shall be permitted to pursue and take any action  
27 with respect to any violation of Proposition 65 based on exposure to BPA from use of the Covered  
28 Products that was alleged in the Complaint, or that could have been brought pursuant to the Notice  
against Delsey and the Downstream Releasees ("Proposition 65 Claims"). Delsey's compliance

1 with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Delsey with  
2 regard to exposure to BPA from use of the Covered Products.

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

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

21 5.3 Delsey waives any and all claims against Bell, her attorneys and other  
22 representatives, for any and all actions taken, or statements made (or those that could have been  
23 taken or made) by Bell and her attorneys and other representatives, whether in the course of  
24 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
25 and with respect to Covered Products.

## 26 6. INTEGRATION

27 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and  
28 any and all prior negotiations and understandings related hereto shall be deemed to have been  
merged within it. No representations or terms of agreement other than those contained herein exist  
or have been made by any Party with respect to the other Party or the subject matter hereof.

1     **7. NOTICES**

2             7.1 Unless specified herein, all correspondence and notices required to be provided  
3 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-  
4 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party  
5 by the other party at the following addresses:

6 For Defendant:

7             Eric Weiss  
8             Scali Rasmussen, PC  
9             300 S. Grand Ave., Ste. 2750  
              Los Angeles, CA 90071

10 And

11 For Bell:

12             Evan Smith  
13             Brodsky Smith  
14             9465 Wilshire Blvd., Ste. 300  
15             Beverly Hills, CA 90212

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

18     **8. COUNTERPARTS; FACSIMILE SIGNATURES**

19             8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of  
20 which shall be deemed an original, and all of which, when taken together, shall constitute one and  
21 the same document.

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

24             9.1 Bell agrees to comply with the requirements set forth in California Health & Safety  
25 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
26 Defendant agrees it shall support approval of such Motion.

27             9.2 This Consent Judgment shall not be effective until it is approved and entered by the  
28 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
days, the case shall proceed on its normal course.



1           9.3    If the Court approves this Consent Judgment and is reversed or vacated by an  
2 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
3 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
4 its normal course on the trial court's calendar.

5   10.   MODIFICATION

6           10.1   This Consent Judgment may be modified only by further stipulation of the Parties  
7 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

8   11.   ATTORNEY'S FEES

9           11.1   A Party who unsuccessfully brings or contests an action arising out of this Consent  
10 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

11          11.2   Nothing in this Section shall preclude a Party from seeking an award of sanctions  
12 pursuant to law.

13   12.   RETENTION OF JURISDICTION

14          12.1   This Court shall retain jurisdiction of this matter to implement or modify the  
15 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: \_\_\_\_\_

Date: 6/5/25

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

By: *Geoffrey R. Koch*  
DELSEY LUGGAGE, INC.

Geoffrey R. Koch

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: Aug 15, 2025

*Joseph M. Quinn*  
Judge of Superior Court

JOSEPH M. QUINN

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**AGREED TO:**

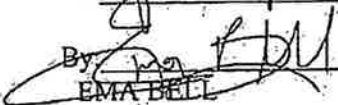
**AGREED TO:**

Date:

6 / 27 / 25

Date:

By:

  
EMA BELL

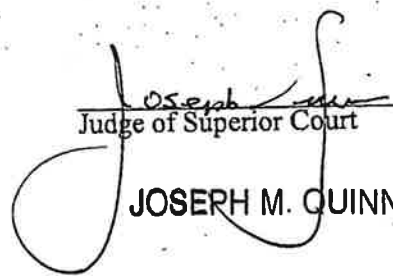
By:

DELSEY LUGGAGE, INC.

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

Dated:

Aug 15, 2025

  
Judge of Superior Court

**JOSEPH M. QUINN**