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

11 EMA BELL,

12 Plaintiff,

13 v.

14 THE TJX COMPANIES, INC.,

15 Defendant.

Case No.: CGC-23-608056

CONSENT JUDGMENT

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: June 3, 2025

Hearing Time: 9:30 AM

Complaint Filed: August 2, 2023

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 The TJX Companies, Inc. (“TJX” or
4 “Defendant”) with Bell and Defendant collectively referred to as the “Parties” and each of them as
5 a “Party.” Bell is alleged to be an individual residing in California that seeks to promote awareness
6 of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous
7 substances contained in consumer products. TJX is alleged to be a person in the course of doing
8 business 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 lead and/or diethanolamine (“DEA”) from its sales of (a) Mitomo Face Masks (b)
11 Heathcote & Ivory Mugs and (c) CornerRuby Spoons (each product as defined below in section
12 2.1) without providing a clear and reasonable exposure warning pursuant to Proposition 65. Lead
13 is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer
14 and birth defects or other reproductive harm. DEA is listed pursuant to Proposition 65 as a chemical
15 known to the State of California to cause cancer.

16 **1.3 Notices of Violation/Action.**

17 **1.3.1** On August 4, 2022, Bell served TJX and various public enforcement
18 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
19 §25249.7(d) (the “August Notice”), alleging that Defendant violated Proposition 65 for failing to
20 warn consumers and customers that use of Mitomo Face Masks (as defined below in section 2.1)
21 exposes users in California to DEA. No public enforcer has brought and is diligently prosecuting
22 the claims alleged in the August Notice.

23 **1.3.2** On February 3, 2023, Bell served TJX and various public enforcement
24 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
25 §25249.7(d) (the “February Notice”), alleging that Defendant violated Proposition 65 for failing to
26 warn consumers and customers that use of Heathcote & Ivory Mugs (as defined below in section
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1 2.1) exposes users in California to lead. No public enforcer has brought and is diligently prosecuting
2 the claims alleged in the February Notice.

3 1.3.3 On April 18, 2023, Bell served TJX and various public enforcement agencies
4 with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
5 §25249.7(d) (the “April Notice”), alleging that Defendant violated Proposition 65 for failing to
6 warn consumers and customers that use of CornerRuby Spoons (as defined below in section 2.1)
7 exposes users in California to lead. No public enforcer has brought and is diligently prosecuting
8 the claims alleged in the April Notice.¹

9 1.3.4 On August 2, 2023, Bell filed a complaint (the “Complaint”). On August 15,
10 2023, Bell filed a first amended complaint (the “First Amended Complaint”). On January 13, 2025,
11 Bell filed a second amended complaint (the “Second Amended Complaint”). The Complaint, First
12 Amended Complaint, and Second Amended Complaint are collectively referred to herein as, the
13 “Action.”

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

20 1.5 Defendant denies the material, factual, and legal allegations contained in Bell’s
21 Notice and Action and maintains that the Covered Products it has sold and distributed in California
22 (as defined below in section 2.1) have been, and are, in compliance with all laws. Nothing in this
23 Consent Judgment shall be construed as an admission by Defendant of any fact, finding,
24 conclusion, issue of law, or violation of law; nor shall compliance with this Consent Judgment
25 constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of
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27 ¹ The August Notice, February Notice, and April Notice are collectively referred to herein
28 as, the “Notices.”

1 law, or violation of law, such being specifically denied by Defendant. However, this section shall
2 not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under
3 this Consent Judgment.

4 **2. DEFINITIONS**

5 2.1 **Covered Products.** The term “Covered Products” means (a) Mitomo Face Masks,
6 Style No. 374336, (b) Heathcote & Ivory Mugs, Style Nos. 639010, 822846, and (c) Corner Ruby
7 Spoons, Style No. 806636, that are offered for sale in California by TJX.

8 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
9 entered as a Judgment of the Court.

10 **3. INJUNCTIVE RELIEF: WARNINGS**

11 3.1 **Clear and Reasonable Warning.** Commencing within ninety (90) days after the
12 Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in
13 this §§ 3.1 and 3.2 must be provided for all Covered Products that TJX purchases for sale into
14 California. There shall be no obligation for TJX to provide an exposure warning for Covered
15 Products that entered the stream of commerce within 90 days after the Effective Date. The warning
16 shall consist of either the **Warning** or **Alternative Warning**² described in §§ 3.1(a) - (d):

17 (a) **Lead Warning.** For Covered Products that create an exposure to lead, the
18 “Warning” shall consist of the statement:

19 **⚠ WARNING:** This product can expose you to chemicals including lead,
20 which is known to the State of California to cause cancer and birth defects
21 or other reproductive harm. For more information go to
www.P65Warnings.ca.gov.

22 (b) **DEA Warning.** For Covered Products that create an exposure to DEA, the
23 “Warning” shall consist of the statement:


24 **⚠ WARNING:** This product can expose you to chemicals including
25 diethanolamine, which is known to the State of California to cause cancer. For
26 more information go to www.P65Warnings.ca.gov.

27 ² An **Alternative Warning** on a Covered Product manufactured and labeled after January 1, 2028
28 shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

1 (c) **Alternative Lead Warning:** For Covered Products that create an exposure
2 to lead, TJX may, but is not required to, use the alternative short-form warning as set forth in this
3 § 3.1(c) (“**Alternative Warning**”) as follows:

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

5 (d) **Alternative DEA Warning:** For Covered Products that create an exposure
6 to DEA, TJX may, but is not required to, use the alternative short-form warning as set forth in this
7 § 3.1(d) (“**Alternative Warning**”) as follows:

8  **WARNING:** Cancer - www.P65Warnings.ca.gov.

9 **3.2 A Warning or Alternative Warning** provided pursuant to § 3.1 must print the word
10 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
11 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
12 triangle with a black outline, except that if the sign or label for the Covered Products does not use
13 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
14 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be
15 affixed to or printed on the Covered Products’ packaging or labeling, or on a placard, shelf tag,
16 sign or electronic device or automatic process only if such electronic device or automatic process
17 provides the **Warning** or **Alternative Warning** without the purchaser having to seek it out,
18 provided that the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as
19 compared with other words, statements, or designs as to render it likely to be read and understood
20 by an ordinary individual under customary conditions of purchase or use. The **Warning** or
21 **Alternative Warning** may be contained in the same section of the packaging, labeling, or
22 instruction booklet that states other safety warnings, if any, concerning the use of the Covered
23 Products and shall be at least the same size as those other safety warnings. If “consumer
24 information,” as that term is defined in Title 27, California Code of Regulations, Section
25 25600.1(c) as it may be amended from time to time, is provided in a foreign language, TJX shall
26 provide the **Warning** or **Alternative Warning** in the foreign language in accordance with
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1 applicable warning regulations adopted by the State of California’s Office of Environmental
2 Health Hazard Assessment (“OEHHA”).

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

17 **3.3 Compliance with Warning Regulations.** The Parties agree that TJX shall be
18 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
19 Settlement Agreement or by complying with warning regulations adopted by the State of
20 California’s OEHHA applicable to the Covered Products and the exposure at issue.

21 **4. MONETARY TERMS**

22 4.1 **Civil Penalty.** TJX shall pay \$1,000.00 as a Civil Penalty pursuant to Health and
23 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety
24 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil
25 Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

26 4.1.1 Within fifteen (15) business days of the Effective Date, and upon receipt of
27 appropriate W-9 forms, whichever is later, TJX shall issue two separate checks for the Civil
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1 Penalty payment to (a) "OEHHA" in the amount of \$750.00; and to (b) "Ema Bell" in the
2 amount of \$250.00. Payment owed to Bell pursuant to this Section shall be delivered to the
3 following payment address:

4 Evan J. Smith, Esquire
5 Brodsky Smith
6 Two Bala Plaza, Suite 805
7 Bala Cynwyd, PA 19004

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

10 For United States Postal Service Delivery:

11 Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 P.O. Box 4010
15 Sacramento, CA 95812-4010

16 For Non-United States Postal Service Delivery:

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

22 Upon request, a copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the
23 address set forth above as proof of payment to OEHHA.

24 4.2 **Attorneys' Fees.** Within fifteen (15) business days of the Effective Date, and upon
25 receipt of appropriate W-9 forms, whichever is later, TJX shall pay \$16,500.00, in the form of a
26 check made payable to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and
27 costs incurred as a result of investigating, bringing this matter to the attention of TJX, litigating
28 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to
Code of Civil Procedure § 1021.5.

4.3 TJX may also choose to wire all payments as set forth in Section 4 and counsel for
Bell shall be responsible for apportioning the funds as appropriate. Counsel for Bell shall provide
wire information upon request.

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 TJX, 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”), of all claims for violations of Proposition 65
7 based on exposure to lead and/or DEA from use of the Covered Products manufactured,
8 distributed, or sold by TJX within 90 days after the Effective Date, as set forth in the Notices. It is
9 the Parties’ intention that this Consent Judgment shall have preclusive effect such that no other
10 actions by private enforcers, whether purporting to act in his, her, or its interests or the public
11 interest shall be permitted to pursue and take any action with respect to any violation of Proposition
12 65 based on exposure to lead and/or DEA from use of the Covered Products that was alleged in
13 the Action, or that could have been brought pursuant to the Notice against TJX and the Defendant
14 Releasees (“Proposition 65 Claims”). TJX’s compliance with the terms of this Consent Judgment
15 constitutes compliance with Proposition 65 by TJX with regard to exposure to lead and/or DEA
16 from use of the Covered Products.

17 5.2 In addition to the foregoing, Bell, on behalf of herself, her past and current agents,
18 representatives, attorneys, and successors and assignees, and *not* in her representative capacity,
19 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action
20 and releases TJX and Defendant Releasees from any and all manner of actions, causes of action,
21 claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities,
22 damages, charges, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known
23 or unknown, in law or equity, fixed or contingent, now or in the future, with respect to any alleged
24 violations of Proposition 65 related to or arising from Covered Products manufactured, distributed,
25 or sold by TJX or Defendant Releasees. With respect to the foregoing waivers and releases in this
26 paragraph, Bell hereby specifically waives any and all rights and benefits which she now has, or

1 in the future may have, conferred by virtue of the provisions of § 1542 of the California Civil
2 Code, which provides as follows:

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

8 5.3 TJX waives any and all claims against Bell, her attorneys and other representatives,
9 for any and all actions taken, or statements made (or those that could have been taken or made) by
10 Bell and her attorneys and other representatives regarding the enforcement of Proposition 65
11 against it in this matter, and with respect to Covered Products.

12 **6. INTEGRATION**

13 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
14 any and all prior negotiations and understandings related hereto shall be deemed to have been
15 merged within it. No representations or terms of agreement other than those contained herein exist
16 or have been made by any Party with respect to the other Party or the subject matter hereof.

17 **7. GOVERNING LAW**

18 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
19 California and apply within the State of California.

20 **8. NOTICES**

21 8.1 Unless specified herein, all correspondence and notices required to be provided
22 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
23 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
24 by the other party at the following addresses:

25 For Defendant:

26 The TJX Companies, Inc.
27 770 Cochituate Road
28 Framingham, MA 01701

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

1 Los Angeles, CA 90071

2 And

3 For Bell:

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

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

10 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

11 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
12 which shall be deemed an original, and all of which, when taken together, shall constitute one and
13 the same document.

14 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
15 **APPROVAL**

16 10.1 Bell agrees to comply with the requirements set forth in California Health & Safety
17 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
18 Defendant agrees it shall support approval of such Motion.

19 10.2 This Consent Judgment shall not be effective until it is approved and entered by the
20 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case,
21 the Parties agree to meet and confer on how to proceed and if such agreement is not reached within
22 30 days, the case shall proceed on its normal course.

23 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an
24 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
25 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed
26 on its normal course on the trial court's calendar.

27 **11. MODIFICATION**

28 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.

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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: April 15, 2025

By: _____

By: J.A.P.

EMA BELL

THE TJX COMPANIES, INC.

Jennifer A. Peoples
VP, Legal

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

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AGREED TO:

AGREED TO:

Date: 4/16/25
By: [Signature]
EMA BELL

Date: _____
By: _____
THE TJX COMPANIES, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court