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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 COASTAL COCKTAILS, INC., BURLINGTON  
15 STORES, INC., BURLINGTON COAT  
16 FACTORY OF TEXAS, INC.,

Defendants.

Case No.: CGC-25-622040

**CONSENT JUDGMENT**

Judge: Joseph M. Quinn  
Dept.: 302

Hearing Date: September 30, 2025

Hearing Time: 9:00 AM

Complaint Filed: February 4, 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 Coastal Cocktails, Inc. (“Coastal Cocktails”  
4 or “Defendant”) with Bell and Defendant collectively referred to as the “Parties” and each of them  
5 as a “Party.” Bell is an individual residing in California that seeks to promote awareness of  
6 exposures to toxic chemicals and improve human health by reducing or eliminating hazardous  
7 substances contained in consumer products. Coastal Cocktails is alleged to be a person in the course  
8 of doing 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 from its sales of Modern Gourmet Foods Godiva hot cocoa gift set mugs, #  
11 453668122399 without providing a clear and reasonable exposure warning pursuant to Proposition  
12 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause  
13 cancer and birth defects or other reproductive harm.

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

15                       **1.3.1** On February 5, 2024, Bell served Burlington Stores, Inc., Burlington Coat  
16 Factory of Texas, Inc. (collectively, “Burlington”), and various public enforcement agencies with  
17 documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d)  
18 (the “February Notice”), alleging that Burlington violated Proposition 65 for failing to warn  
19 consumers and customers that use of Modern Gourmet Foods Godiva hot cocoa gift set mugs, #  
20 453668122399 exposes users in California to lead. No public enforcer has brought and is diligently  
21 prosecuting the claims alleged in the February Notice.

22                       **1.3.2** On March 8, 2024, Bell served Burlington, Coastal Cocktails, and various  
23 public enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to  
24 Health & Safety Code §25249.7(d) (the “March Notice”), alleging that Coastal Cocktails violated  
25 Proposition 65 for failing to warn consumers and customers that use of Modern Gourmet Foods  
26  
27  
28

Godiva hot cocoa gift set mugs, # 453668122399 exposes users in California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged in the March Notice.<sup>1</sup>

1.3.3 On February 4, 2025, Bell filed a complaint (the “Complaint”).

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

1.5 Defendant denies the material allegations contained in Bell’s Notices 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 Modern Gourmet Foods Godiva hot cocoa gift set mugs, # 453668122399 that are manufactured, distributed, shipped into California and offered for sale in California by Coastal Cocktails that expose users to lead.

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: REFORMULATION AND/OR WARNINGS**

3.1 **Reformulation of Products.** Commencing within ninety (90) days after the Effective Date, and continuing thereafter, Products that Coastal Cocktails directly manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Products

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<sup>1</sup> The February Notice and March Notice are collectively referred to herein as, the “Notices.”

pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 3.3 - 3.4, below. For purposes of this Settlement Agreement, a “Reformulated Product” is a Product that is in compliance with the standard set forth in § 3.2, below. The warning requirement set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated Product.


**3.2 Reformulation Standard.** “Reformulated Products” shall mean Products that produce a wipe test result no higher than 1 microgram (µg) of lead when analyzed pursuant to NIOSH method no. 9100.

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

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

 **WARNING:** This product can expose you to chemicals including lead, which 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).

(b) **Alternative Warning:** Coastal Cocktails may, but is not required to, use the alternative short-form warning<sup>2</sup> as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

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

**3.4** A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the Products does not use the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed to or

<sup>2</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 printed on the Products' packaging or labeling, or on a placard, shelf tag, sign or electronic device  
2 or automatic process only if such electronic device or automatic process provides the **Warning** or  
3 **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or  
4 **Alternative Warning** is displayed with such conspicuousness, as compared with other words,  
5 statements, or designs as to render it likely to be read and understood by an ordinary individual  
6 under customary conditions of purchase or use. The **Warning** or **Alternative Warning** may be  
7 contained in the same section of the packaging, labeling, or instruction booklet that states other  
8 safety warnings, if any, concerning the use of the Product and shall be at least the same size as  
9 those other safety warnings. If "consumer information," as that term is defined in Title 27,  
10 California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is  
11 provided in a foreign language, Coastal Cocktails shall provide the **Warning** or **Alternative**  
12 **Warning** in the foreign language in accordance with applicable warning regulations adopted by  
13 the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

14 In addition to affixing the **Warning** or **Alternative Warning** to the Product's packaging or  
15 labeling, the **Warning** or **Alternative Warning** shall be posted on websites where Coastal  
16 Cocktails offers Products for sale to consumers in California. The requirements of this Section shall  
17 be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word  
18 "**WARNING**," appears on the product display page, or by otherwise prominently displaying the  
19 warning to the purchaser prior to completing the purchase. To comply with this Section, Coastal  
20 Cocktails shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the  
21 ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have the  
22 ability to post the **Warning** or **Alternative Warning** on the websites of its third-party internet  
23 sellers, provide such sellers with written notice in accordance with Title 27, California Code of  
24 Regulations, Section 25600.2. Third-party internet sellers of the Product that have been provided  
25 with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2  
26 are not released in Section 5 of this Agreement if they fail to meet the warning requirements of this  
27 Section.  
28

1           **3.5 Compliance with Warning Regulations.** The Parties agree that Coastal Cocktails  
2 shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of  
3 this Settlement Agreement or by complying with warning regulations adopted by the State of  
4 California's OEHHA applicable to the Product and the exposure at issue.

5           **4. MONETARY TERMS**

6           **4.1 Civil Penalty.** Coastal Cocktails shall pay \$2,000.00 as a Civil Penalty pursuant to  
7 Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health  
8 & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of  
9 the Civil Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

10           4.1.1 Within ten (10) days of the Effective Date, Coastal Cocktails shall issue  
11 two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$1,500.00;  
12 and to (b) "Ema Bell" in the amount of \$500.00. Payment owed to Bell pursuant to this Section  
13 shall be delivered to the following payment address:

14           Evan J. Smith, Esquire  
15           Brodsky Smith  
16           Two Bala Plaza, Suite 805  
17           Bala Cynwyd, PA 19004

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

20           For United States Postal Service Delivery:

21           Mike Gyurics  
22           Fiscal Operations Branch Chief  
23           Office of Environmental Health Hazard Assessment  
24           P.O. Box 4010  
25           Sacramento, CA 95812-4010

26           For Non-United States Postal Service Delivery:

27           Mike Gyurics  
28           Fiscal Operations Branch Chief  
            Office of Environmental Health Hazard Assessment  
            1001 I Street  
            Sacramento, CA 95814

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

1           4.2     **Attorneys' Fees.** Within ten (10) days of the Effective Date, Coastal Cocktails shall  
2 pay \$28,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs  
3 incurred as a result of investigating, bringing this matter to the attention of Coastal Cocktails,  
4 litigating and negotiating and obtaining judicial approval of a settlement in the public interest,  
5 pursuant to Code of Civil Procedure § 1021.5.

6     **5.     RELEASE OF ALL CLAIMS**

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

26           5.2     In addition to the foregoing, Bell, on behalf of herself, her past and current agents,  
27 representatives, attorneys, and successors and assignees, and not in her representative capacity,  
28

1 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action  
2 and releases Coastal Cocktails, Defendant Releasees, and Downstream Releasees from any and all  
3 manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts,  
4 agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of  
5 any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the  
6 future, with respect to any alleged violations of Proposition 65 related to or arising from Covered  
7 Products manufactured, distributed, or sold by Coastal Cocktails, Defendant Releasees or  
8 Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph, Bell  
9 hereby specifically waives any and all rights and benefits which she now has, or in the future may  
10 have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides  
11 as follows:

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

18 5.3 Coastal Cocktails waives any and all claims against Bell, her attorneys and other  
19 representatives, for any and all actions taken, or statements made (or those that could have been  
20 taken or made) by Bell and her attorneys and other representatives, whether in the course of  
21 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
22 and with respect to Covered Products.

## 23 6. INTEGRATION

24 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and  
25 any and all prior negotiations and understandings related hereto shall be deemed to have been  
26 merged within it. No representations or terms of agreement other than those contained herein exist  
27 or have been made by any Party with respect to the other Party or the subject matter hereof.  
28



1     **7.     GOVERNING LAW**

2             7.1     The terms of this Consent Judgment shall be governed by the laws of the State of  
3     California and apply within the State of California.

4     **8.     NOTICES**

5             8.1     Unless specified herein, all correspondence and notices required to be provided  
6     pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-  
7     class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party  
8     by the other party at the following addresses:

9     For Defendant:

10             Greg Hatton  
11             Theodora Oringer PC  
12             535 Anton Blvd., 9<sup>th</sup> Fl.  
               Costa Mesa, CA 92626

13     And

14     For Bell:

15             Evan Smith  
16             Brodsky Smith  
               9465 Wilshire Blvd., Ste. 300  
               Beverly Hills, CA 90212

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

19     **9.     COUNTERPARTS; FACSIMILE SIGNATURES**

20             9.1     This Consent Judgment may be executed in counterparts and by facsimile, each of  
21     which shall be deemed an original, and all of which, when taken together, shall constitute one and  
22     the same document.

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

25             10.1    Bell agrees to comply with the requirements set forth in California Health & Safety  
26     Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
27     Defendant agrees it shall support approval of such Motion.  
28

1           10.2   This Consent Judgment shall not be effective until it is approved and entered by the  
2 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
3 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
4 days, the case shall proceed on its normal course.

5           10.3   If the Court approves this Consent Judgment and is reversed or vacated by an  
6 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
7 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
8 its normal course on the trial court's calendar.

9       **11.   MODIFICATION**

10          11.1   This Consent Judgment may be modified only by further stipulation of the Parties  
11 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

12       **12.   ATTORNEY'S FEES**

13          12.1   A Party who unsuccessfully brings or contests an action arising out of this Consent  
14 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

15          12.2   Nothing in this Section shall preclude a Party from seeking an award of sanctions  
16 pursuant to law.


17       **13.   RETENTION OF JURISDICTION**

18          13.1   This Court shall retain jurisdiction of this matter to implement or modify the  
19 Consent Judgment.

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:**

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

By:  \_\_\_\_\_ COASTAL COCKTAILS, INC.

Dated: \_\_\_\_\_  
Judge of Superior Court

1 **14. AUTHORIZATION**

2 14.1 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
4 document and certify that he or she is fully authorized by the Party he or she represents to execute  
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as  
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

**AGREED TO:**

8  
9 Date: 8 / 11 / 25

Date: \_\_\_\_\_

10 By: 

11 By: \_\_\_\_\_

12 EMMA BELL

13 COASTAL COCKTAILS, INC.

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

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

16 Judge of Superior Court