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

8 **2. DEFINITIONS**

9 2.1 **Covered Products.** The term “Covered Products” means Delsey Chatelet Air
10 beauty cases, UPC # 098376064931 that are manufactured, distributed, shipped into California and
11 offered for sale in California by Delsey that expose users to BPA.

12 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
13 entered as a Judgment of the Court.

14 **3. INJUNCTIVE RELIEF: WARNINGS**

15 3.1 **Clear and Reasonable Warning.** Commencing within 60 days of the Effective
16 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.1
17 and 3.2 must be provided for all Covered Products that Defendant manufacturers, imports,
18 distributes, sells, or offers for sale in California. There shall be no obligation for Defendant to
19 provide a warning for Covered Products that enter the stream of commerce prior to the date this
20 Consent Judgment is signed by both Parties. The warning shall consist of either the **Warning** or
21 **Alternative Warning** described in §§ 3.1(a) or (b), respectively:

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

23 /A **WARNING:** This product can expose you to chemicals including bisphenol
24 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.

25 (b) **Alternative Warning:** Delsey may, but is not required to, use the alternative short-
26 form warning¹ as set forth in this § 3.1(b) (“**Alternative Warning**”) as follows:

27 ¹ 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 ⚠ **WARNING:** Reproductive Harm - 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
28

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 "Ema 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
Bala Cynwyd, PA 19004

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

24 For United States Postal Service Delivery:

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

28 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 OEHHA shall be mailed to Brodsky Smith at the address set forth
7 above as proof of payment to OEHHA.

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

9 And

10 For Bell:

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

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

16 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

17 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
18 which shall be deemed an original, and all of which, when taken together, shall constitute one and
19 the same document.

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

22 9.1 Bell agrees to comply with the requirements set forth in California Health & Safety
23 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
24 Defendant agrees it shall support approval of such Motion.

25 9.2 This Consent Judgment shall not be effective until it is approved and entered by the
26 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
27 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
28 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.

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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.

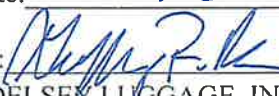
AGREED TO:

AGREED TO:

Date: _____

Date: 6/5/25

By: _____
EMA BELL

By: 
DELSEY LUGGAGE, INC.
GEOFFREY R. KOCH

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1 **13. AUTHORIZATION**

2 13.1 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
8 **AGREED TO:**

AGREED TO:

9 Date:

6 / 27 / 25

Date:

10 By:

11 EMA BELL

By:

DELSEY LUGGAGE, INC.

12
13 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

14
15 Dated:

16 Judge of Superior Court