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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 CREME SHOP, INC., THE TJX
15 COMPANIES, INC.,

16 Defendants.

Case No.: CGC-25-621298

CONSENT JUDGMENT

Judge: Joseph M. Quinn
Dept.: 302

Hearing Date: September 18, 2025

Hearing Time: 9:00 AM

Complaint Filed: January 10, 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 The Creme Shop, Inc. (“Creme Shop”) with
4 Bell and Defendant collectively referred to as the “Parties” and each of them as a “Party.” Bell is
5 an individual residing in California that seeks to promote awareness of exposures to toxic chemicals
6 and improve human health by reducing or eliminating hazardous substances contained in consumer
7 products. Creme Shop is alleged to be a person in the course of doing business for purposes of
8 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 di(2-ethylhexyl) phthalate (DEHP) from its sales of travel purses, UPC #
11 197638008239 without providing a clear and reasonable exposure warning pursuant to Proposition
12 65. DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to
13 cause cancer and birth defects or other reproductive harm.

14 **1.3 Notice of Violation/Action.** On August 15, 2024, Bell served The TJX Companies,
15 Inc., Marshalls of CA, LLC (collectively, “TJX”), Creme Shop, and various public enforcement
16 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
17 §25249.7(d) (the “Notice”), alleging that Defendant violated Proposition 65 for failing to warn
18 consumers and customers that use of travel purses, UPC # 197638008239 expose users in California
19 to DEHP. No public enforcer has brought and is diligently prosecuting the claims alleged in the
20 Notice. On January 10, 2025, Bell filed a complaint (the “Complaint” or “Action”).

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, factual, and legal allegations contained in Bell's
2 Notice and Complaint and maintains that the Covered Products it has sold and distributed in
3 California (as defined below in section 2.1) have been, and are, in compliance with all laws.
4 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,
5 finding, conclusion, issue of law, or violation of law; nor shall compliance with this Consent
6 Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion,
7 issue of law, or violation of law, such being specifically denied by Defendant. However, this section
8 shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant
9 under this Consent Judgment.

10 **2. DEFINITIONS**

11 2.1 **Covered Products.** The term "Covered Products" means travel purses, UPC #
12 197638008239 that are manufactured, distributed, shipped into California and offered for sale in
13 California by Creme Shop.

14 2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is
15 entered as a Judgment of the Court.

16 **3. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS**

17 3.1 **Reformulation of Covered Products.** Commencing within ninety (90) days after
18 the Effective Date, and continuing thereafter, Covered Products that Creme Shop directly
19 manufactures, imports, distributes, or offers for sale in California shall either be: (a) Reformulated
20 Products pursuant to § 3.2, below; or (b) be labeled with a clear and reasonable exposure warning
21 pursuant to §§ 3.3 and 3.4, below. For purposes of this Consent Judgment, a "Reformulated
22 Product" is a Covered Product that is in compliance with the standard set forth in § 3.2 below. The
23 warning requirement set forth in §§ 3.3 and 3.4 shall not apply to any Reformulated Product.

24 3.2 **Reformulation Standard.** "Reformulated Products" shall mean Covered Products
25 that contain concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of DEHP
26 when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A
27
28

1 and 8270C or other methodology utilized by federal or state government agencies for the purpose
2 of determining the phthalate content in a solid substance.

3 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective
4 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
5 and 3.4 must be provided for all Covered Products that Defendant manufacturers, imports,
6 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be
7 no obligation for Defendant to provide a warning for Covered Products that enter the stream of
8 commerce within 90 days after the Effective Date. The warning shall consist of either the **Warning**
9 or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

11 **⚠ WARNING:** This product can expose you to chemicals including di(2-
12 ethylhexyl) phthalate (DEHP), which is known to the State of California to cause
13 cancer and birth defects or other reproductive harm. For more information go to
14 www.P65Warnings.ca.gov.

15 (b) **Alternative Warning:** Creme Shop may, but is not required to, use the alternative
16 short-form warning¹ as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

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

18 **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 must print the word
19 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
20 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
21 triangle with a black outline, except that if the sign or label for the Covered Product does not use
22 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
23 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
24 to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or
25 electronic device or automatic process only if such electronic device or automatic process provides
26 the **Warning** or **Alternative Warning** without the purchaser having to seek it out, providing that
27 the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with

28 ¹ 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 other words, statements, or designs as to render it likely to be read and understood by an ordinary
2 individual under customary conditions of purchase or use. The **Warning or Alternative Warning**
3 may be contained in the same section of the packaging, labeling, or instruction booklet that states
4 other safety warnings, if any, concerning the use of the Covered Product and shall be at least the
5 same size as those other safety warnings. If “consumer information,” as that term is defined in Title
6 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is
7 provided in a foreign language, Creme Shop shall provide the **Warning or Alternative Warning**
8 in the foreign language in accordance with applicable warning regulations adopted by the State of
9 California’s Office of Environmental Health Hazard Assessment (“OEHHA”).

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

23 3.5 **Compliance with Warning Regulations.** Defendant shall be deemed to be in
24 compliance with this Consent Judgment by either adhering to §§ 3.3 and 3.4 of this Consent
25 Judgment or by complying with warning regulations adopted by State of California’s OEHHA
26 applicable to the Covered Product and exposures at issue.

1 **4. MONETARY TERMS**

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

6 4.1.1 Within fifteen (15) days of the Effective Date and upon receipt of
7 appropriate W-9 forms, whichever is later, Creme Shop shall issue two separate checks for the
8 Civil Penalty payment to (a) "OEHHA" in the amount of \$1,500.00; and to (b) "Ema Bell" in the
9 amount of \$500.00. Payment owed to Bell pursuant to this Section shall be delivered to the
10 following payment address:

11 Evan J. Smith, Esquire
12 Brodsky Smith
13 Two Bala Plaza, Suite 805
 Bala Cynwyd, PA 19004

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

16 For United States Postal Service Delivery:

17 Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
 P.O. Box 4010
 Sacramento, CA 95812-4010

20 For Non-United States Postal Service Delivery:

21 Mike Gyurics
22 Fiscal Operations Branch Chief
23 Office of Environmental Health Hazard Assessment
 1001 I Street
 Sacramento, CA 95814

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

1 4.2 **Attorneys' Fees.** Within fifteen (15) days of the Effective Date, and upon receipt
2 of appropriate W-9 forms, whichever is later, Creme Shop shall pay \$20,000.00 to Brodsky Smith
3 as complete reimbursement for Bell's attorneys' fees and costs incurred as a result of investigating,
4 bringing this matter to the attention of Creme Shop, litigating and negotiating and obtaining judicial
5 approval of a settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5.

6 4.3 Crème Shop may also choose to wire all payments as set forth in Section 4 and
7 counsel for Bell shall be responsible for apportioning the funds as appropriate. Counsel for Bell
8 shall provide wire information upon request.

9 **5. RELEASE OF ALL CLAIMS**

10 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting
11 on her own behalf, and on behalf of the public interest, and Creme Shop, and its parents,
12 shareholders, members, directors, officers, managers, employees, representatives, agents,
13 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
14 predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they
15 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
16 suppliers, distributors, wholesalers, customers, licensors, licensees retailers, including but not
17 limited to TJX, its parents, subsidiaries, and affiliates, franchisees, and cooperative members
18 ("Downstream Releasees"), of all claims for violations of Proposition 65 based on exposure to
19 DEHP from use of the Covered Products manufactured, distributed, or sold by Creme Shop within
20 90 days after the Effective Date, as set forth in the Notice. It is the Parties' intention that this
21 Consent Judgment shall have preclusive effect such that no other actions by private enforcers,
22 whether purporting to act in his, her, or its interests or the public interest shall be permitted to
23 pursue and take any action with respect to any violation of Proposition 65 based on exposure to
24 DEHP from use of the Covered Products that was alleged in the Complaint, or that could have been
25 brought pursuant to the Notice against Creme Shop and the Downstream Releasees ("Proposition
26 65 Claims"). Creme Shop's compliance with the terms of this Consent Judgment constitutes
27
28

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

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

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

27 6. INTEGRATION

28 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
any and all prior negotiations and understandings related hereto shall be deemed to have been

1 merged within it. No representations or terms of agreement other than those contained herein exist
2 or have been made by any Party with respect to the other Party or the subject matter hereof.

3 **7. GOVERNING LAW**

4 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California and apply within the State of California.

6 **8. NOTICES**

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

11 For Defendant:

12 Jay J. Chung
13 Jared Xu
14 Lee Anav Chung White Kim Ruger & Richter LLP
520 S. Grand Ave., Ste. 1070
Los Angeles, CA 90071

15 And

16 For Bell:

17 Evan Smith
18 Brodsky Smith
9465 Wilshire Blvd., Ste. 300
19 Beverly Hills, CA 90212

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

22 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

23 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
24 which shall be deemed an original, and all of which, when taken together, shall constitute one and
25 the same document.

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

3 10.1 Bell agrees to comply with the requirements set forth in California Health & Safety
4 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
5 Defendant agrees it shall support approval of such Motion.

6 10.2 This Consent Judgment shall not be effective until it is approved and entered by the
7 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
8 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
9 days, the case shall proceed on its normal course.

10 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an
11 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
12 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
13 its normal course on the trial court's calendar.

14 **11. MODIFICATION**

15 11.1 This Consent Judgment may be modified only by further stipulation of the Parties
16 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

17 **12. ATTORNEY'S FEES**

18 12.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
19 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

20 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
21 pursuant to law.

22 **13. RETENTION OF JURISDICTION**

23 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

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: _____

Date: 7/18/2025

10 By: _____

By: [Signature]

11 EMA BELL

THE CREME SHOP, INC.

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

15
16 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: 7/31/25

Date: _____

10 By: [Signature]

By: _____

11 EMA BELL

THE CREME SHOP, INC.

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

15
16 Dated: _____

Judge of Superior Court