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

10
11 EMA BELL,
12 Plaintiff,
13 v.
14 3J INTERNATIONAL LTD. CO., DILLARD'S,
15 INC.,
16 Defendants.

Case No.: CGC-25-629208
CONSENT JUDGMENT
Judge: Joseph M. Quinn
Dept.: 302
Hearing Date: February 25, 2026
Hearing Time: 9:00 AM
Complaint Filed: September 16, 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 3J International Ltd. Co. (“3J International”
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. 3J International 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 Hiend Accents ceramicware, including the Paseo Road by Hiend
11 Accents bonita floral tissue box cover, (the “Covered Products”) without providing a clear and
12 reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to Proposition 65
13 as a chemical known to the State of California to cause cancer and birth defects or other
14 reproductive harm.

15 1.3 **Notice of Violation/Action.** On November 15, 2024, Bell served Dillard’s, Inc.,
16 Dillard International LLC (collectively, “Dillards”), 3J International, and various public
17 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
18 Safety Code §25249.7(d) (the “Notice”), alleging that Defendant violated Proposition 65 for failing
19 to warn consumers and customers that use of the Products exposes users in California to lead. No
20 public enforcer has brought and is diligently prosecuting the claims alleged in the Notice. On
21 September 16, 2025, Bell filed a complaint (the “Complaint” or “Action”).

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

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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 Hiend Accents
10 ceramicware household products with colored artwork, designs and/or markings on the exterior
11 surface, including tissue box covers, that are manufactured, distributed, shipped into California and
12 offered for sale in California by 3J International that expose users to lead.

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

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

16 3.1 **Reformulation of Products.** Commencing within ninety (90) days after the
17 Effective Date, and continuing thereafter, Covered Products that 3J International directly
18 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)
19 reformulated Products pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure
20 warning pursuant to §§ 3.3 - 3.4, below. For purposes of this Settlement Agreement, a
21 “Reformulated Product” is a Covered Product that is in compliance with the standard set forth in §
22 3.2, below. The warning requirement set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated
23 Product.

24 3.2 **Reformulation Standard.** “Reformulated Products” shall mean Covered Products
25 that produce a wipe test result no higher than 1 microgram (µg) of lead when analyzed pursuant to
26 NIOSH method no. 9100.

1 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective
2 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
3 and 3.4 must be provided for all Covered Products that 3J International manufacturers, imports,
4 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be
5 no obligation for 3J International to provide an exposure warning for Covered Products that entered
6 the stream of commerce within 90 days after the Effective Date. The warning shall consist of either
7 the **Warning** or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

9 ⚠ **WARNING:** This product can expose you to chemicals including lead, which
10 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.

11 (b) **Alternative Warning:** 3J International may, but is not required to, use the
12 alternative short-form warning as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

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

14 **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 must print the word
15 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
16 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
17 triangle with a black outline, except that if the sign or label for the Products does not use the color
18 yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the
19 height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed to or
20 printed on the Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device
21 or automatic process only if such electronic device or automatic process provides the **Warning** or
22 **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or
23 **Alternative Warning** is displayed with such conspicuousness, as compared with other words,
24 statements, or designs as to render it likely to be read and understood by an ordinary individual
25 under customary conditions of purchase or use. A **Warning** or **Alternative Warning** provided via
26 an electronic device or automatic process does not apply to internet purchases, which are subject to
27 the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in
28 the same section of the packaging, labeling, or instruction booklet that states other safety warnings,

1 if any, concerning the use of the Product and shall be at least the same size as those other safety
2 warnings. If “consumer information,” as that term is defined in Title 27, California Code of
3 Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign
4 language, 3J International shall provide the **Warning** or **Alternative Warning** in the foreign
5 language in accordance with applicable warning regulations adopted by the State of California’s
6 Office of Environmental Health Hazard Assessment (“OEHHA”). An **Alternative Warning** on a
7 Covered Product manufactured and labeled after January 1, 2028 shall be provided in accordance
8 with Title 27, California Code of Regulations, § 25603(b).

9 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product’s
10 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where 3J
11 International offers Covered Products for sale to directly to consumers in California. The
12 requirements of this Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly
13 marked hyperlink using the word “**WARNING**,” appears on the product display page, or by
14 otherwise prominently displaying the warning to the purchaser prior to completing the purchase.
15 To comply with this Section, 3J International shall (a) post the **Warning** or **Alternative Warning**
16 on any website it owns and from which consumers in California can directly purchase the Covered
17 Products and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b)
18 if it does not have the ability to post the **Warning** or **Alternative Warning** on the websites of its
19 third-party internet sellers, provide such sellers it knows or has reason to believe sell the Covered
20 Products to consumers in California from their websites with written notice in accordance with
21 Title 27, California Code of Regulations, Section 25600.2. Third-party internet sellers of the
22 Covered Products that have been provided with written notice in accordance with Title 27,
23 California Code of Regulations, Section 25600.2 are not released in Section 5 of this Agreement if
24 they fail to meet the warning requirements of this Section. For the avoidance of doubt, 3J’s
25 obligations regarding third-party internet sellers are satisfied upon timely delivery of the written
26 notice required by 27 CCR § 25600.2 and any failure by such third-party seller to implement such
27 warnings shall not constitute a violation of this Consent Judgment by 3J.

1 **3.5 Compliance with Warning Regulations.** The Parties agree that 3J International
2 shall be deemed to be in compliance with this Consent Judgment by either adhering to § 3 heret or
3 by complying with warning regulations adopted by the State of California’s OEHHA applicable to
4 the Covered Products and the exposure at issue.

5 **4. MONETARY TERMS**

6 **4.1 Civil Penalty.** 3J International shall pay \$1,000.00 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, 3J International shall issue two
11 separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$750.00; and to
12 (b) “Ema Bell” in the amount of \$250.00. Payment owed to Bell pursuant to this Section shall be
13 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
29 Office of Environmental Health Hazard Assessment
30 1001 I Street
31 Sacramento, CA 95814

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

1 4.2 **Attorneys' Fees.** 3J International shall pay \$16,500.00 to Brodsky Smith as
2 complete reimbursement for Bell's attorneys' fees and costs incurred as a result of investigating,
3 bringing this matter to the attention of 3J International, litigating and negotiating and obtaining
4 judicial approval of a settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5.
5 3J International shall pay said fees and costs pursuant to the following payment schedule:

6 4.2.1 Within ten (10) business days of the Effective Date, an initial payment equal
7 to \$2,500 for each 30-day period that has passed from the date of full execution of this Consent
8 Judgment by all parties through the date this Consent Judgment is entered as the final judgment of
9 the Court in this matter, provided, however, that the total to be paid shall under no circumstances
10 exceed \$16,500.

11 4.2.2 In the event that the full amount of \$16,500 has not been exhausted by the
12 payment required by 4.2.1, above, 3J International shall pay the sum of \$2,500, or such lower sum
13 as may be necessary to total \$16,500 in payments, in additional installments every thirty (30) days
14 after the initial payment has been made until the total amount of \$16,500 has been paid.

15 **5. RELEASE OF ALL CLAIMS**

16 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting
17 on her own behalf, and on behalf of the public interest, and 3J International, and its parents,
18 shareholders, members, directors, officers, managers, employees, representatives, agents,
19 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
20 predecessors, successors and assigns ("Defendant Releasees"), and all entities from whom they
21 obtain and to whom they directly or indirectly distribute or sell Covered Products, including but
22 not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees
23 retailers, including but not limited to Dillards, and its parents, subsidiaries, and affiliates,
24 franchisees, and cooperative members ("Downstream Releasees"), of all claims for violations of
25 Proposition 65 based on exposure to lead from use of the Covered Products manufactured,
26 distributed, or sold by 3J International within 90 days after the Effective Date, as set forth in the
27 Notice. It is the Parties' intention that this Consent Judgment shall have preclusive effect such that
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1 no other actions by private enforcers, whether purporting to act in his, her, or its interests or the
2 public interest shall be permitted to pursue and take any action with respect to any violation of
3 Proposition 65 based on exposure to lead from use of the Covered Products that was alleged in the
4 Complaint, or that could have been brought pursuant to the Notice against 3J International and the
5 Downstream Releasees (“Proposition 65 Claims”). 3J International’s compliance with the terms of
6 this Consent Judgment constitutes compliance with Proposition 65 by 3J International with regard
7 to exposure to lead from use of the Covered Products.

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

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

25 5.3 3J International waives any and all claims against Bell, her attorneys and other
26 representatives, for any and all actions taken, or statements made (or those that could have been
27 taken or made) by Bell and her attorneys and other representatives, whether in the course of
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1 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
2 and with respect to Covered Products.

3 **6. INTEGRATION**

4 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
5 any and all prior negotiations and understandings related hereto shall be deemed to have been
6 merged within it. No representations or terms of agreement other than those contained herein exist
7 or have been made by any Party with respect to the other Party or the subject matter hereof.

8 **7. NOTICES**

9 7.1 Unless specified herein, all correspondence and notices required to be provided
10 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
11 class, (registered or certified mail) return receipt requested; (ii) overnight courier; or (iii) via email
12 provided that the sending party has not received a notice of rejection by the recipient or other notice
13 of non-delivery on any party by the other party at the following addresses:

14 For Defendant:

15 Michael J. Stiles
16 StilesPomeroy LLP
17 595 E. Colorado Blvd., Ste. 211
Pasadena, CA 91101
mstiles@stilesPomeroy.com

18 and

19 For Bell:

20 Evan Smith
21 Brodsky Smith
22 9465 Wilshire Blvd., Ste. 300
Beverly Hills, CA 90212
esmith@brodskysmith.com

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

25 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

26 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
27 which shall be deemed an original, and all of which, when taken together, shall constitute one and
28 the same document.

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

2 **APPROVAL**

3 9.1 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 9.2 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 9.3 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 **10. MODIFICATION**

15 10.1 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 **11. ATTORNEY'S FEES**

18 11.1 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 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
21 pursuant to law.

22 **12. RETENTION OF JURISDICTION**

23 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
24 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: 1/1/2026

By: _____
EMA BELL

By:  _____
INTERNATIONAL LTD. CO.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

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AGREED TO:

AGREED TO:

Date: 9/17/20

Date: _____

By: 
EMA BELL

By: _____
3J INTERNATIONAL LTD. CO.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court