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

10
11 EMA BELL,
12 Plaintiff,
13 vs.
14 JINON CORPORATION,
15 Defendant.

Case No.: CGC-25-629311
CONSENT JUDGMENT
Judge: Christine Van Aken
Dept.: 301
Hearing Date: May 18, 2026
Hearing Time: 9:00 AM
Complaint Filed: September 18, 2025

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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 Jinon Corporation (“Jinon” or “Defendant”)
4 with Bell and Defendant collectively referred to as the “Parties” and each of them as a “Party.” Bell
5 is an individual residing in California that seeks to promote awareness of exposures to toxic
6 chemicals and improve human health by reducing or eliminating hazardous substances contained
7 in consumer products. Jinon is alleged to be a person in the course of doing business for purposes
8 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) *Maruchan*® Instant Lunch
11 hot & spicy shrimp flavored ramen noodle soup, UPC # 041789001444, (b) Gatsby cool wet
12 moving rubber hair wax, UPC # 4902806317619, and (c) ceramic cups with lid and spoon, UPC #
13 4539429193988, without providing a clear and reasonable exposure warning pursuant to
14 Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of
15 California to cause cancer and birth defects or other reproductive harm. DEA is listed pursuant to
16 Proposition 65 as a chemical known to the State of California to cause cancer.

17 1.3 **Notices of Violation/Action.**

18 1.3.1 On November 15, 2024, Bell served Jinon and various public enforcement
19 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
20 §25249.7(d) (the “First November Notice”), alleging that Defendant violated Proposition 65 for
21 failing to warn consumers and customers that consumption of *Maruchan*® Instant Lunch hot &
22 spicy shrimp flavored ramen noodle soup exposes consumers in California to lead. No public
23 enforcer has brought and is diligently prosecuting the claims alleged in the First November Notice.

24 1.3.2 On November 19, 2024, Bell served Jinon and various public enforcement
25 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
26 §25249.7(d) (the “Second November Notice”), alleging that Defendant violated Proposition 65 for
27 failing to warn consumers and customers that use of Gatsby cool wet moving rubber hair wax
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1 exposes users in California to DEA. No public enforcer has brought and is diligently prosecuting
2 the claims alleged in the Second November Notice.

3 1.3.3 On December 6, 2024, Bell served Jinon and various public enforcement
4 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
5 §25249.7(d) (the “December Notice”), alleging that Defendant violated Proposition 65 for failing
6 to warn consumers and customers that use of ceramic cups with lid and spoon exposes users in
7 California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged
8 in the December Notice¹.

9 1.3.4 On September 18, 2025, Bell filed a complaint (the “Complaint” or
10 “Action”).

11 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
12 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
13 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
14 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
15 of all claims which were or could have been raised in the Action based on the facts alleged therein
16 and in the Notices.

17 1.5 Defendant denies the material allegations contained in Bell’s Notices and Action
18 and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment shall be
19 construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor
20 shall compliance with this Consent Judgment constitute or be construed as an admission by
21 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
22 denied by Defendant. Except for the allegations settled and compromised, nothing in this Consent
23 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense that Jinon has
24 in any other pending legal proceeding as to allegations unrelated to the Notices or Action. However,
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26
27 ¹ The First November Notice, Second November Notice, and December Notice are collectively
28 referred to herein as, the “Notices” and each a “Notice.”

1 this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of
2 Defendant under this Consent Judgment.

3 **2. DEFINITIONS**


4 2.1 **Covered Products.** The term “Covered Products” means (a) *Maruchan*® Instant
5 Lunch ramen noodle soups, (b) Gatsby hair waxes, and (c) Fuji Merchandise Corp. Ltd. ceramic
6 cups/spoons, that are manufactured, distributed, shipped into California and offered for sale in
7 California by Jinon that allegedly expose users to lead and/or DEA.

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 Jinon manufacturers, imports,
14 distributes, sells, or offers for sale in California. There shall be no obligation for Jinon to provide
15 an exposure warning for Covered Products that entered the stream of commerce within 90 days
16 after the Effective Date. The warning shall consist of either the **Warning** or **Alternative Warning**
17 described in §§ 3.1(a) - (f):

18 (a) **Lead in Ceramic Warning.** With respect to the ceramic cups with lid and
19 spoon, the “Warning” shall consist of the statement:

20  **WARNING:** This product can expose you to chemicals including lead, which
21 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.

22 (b) **Lead in Ceramic Alternative Warning:** With respect to the ceramic cups
23 with lid and spoon, Jinon may, but is not required to, use the alternative short-form warning as set
24 forth in this § 3.1(b) (“**Lead in Ceramic Alternative Warning**”) as follows:

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

26 (c) **DEA Warning.** With respect to the Gatsby cool wet moving rubber hair
27 wax, the “Warning” shall consist of the statement:

1 **⚠ WARNING:** This product can expose you to chemicals including
2 diethanolamine (DEA), which is known to the State of California to cause
3 cancer. For more information go to www.P65Warnings.ca.gov.

4 (d) **DEA Alternative Warning:** With respect to the Gatsby cool wet moving
5 rubber hair wax, Jinon may, but is not required to, use the alternative short-form warning as set
6 forth in this § 3.1(d) (“**DEA Alternative Warning**”) as follows:

7 **⚠ WARNING:** Cancer - www.P65Warnings.ca.gov.

8 (e) **Lead in Food Warning.** With respect to the *Maruchan*® Instant Lunch hot
9 & spicy shrimp flavored ramen noodle soup, the “Warning” shall consist of the statement:

10 **CA WARNING:** Consuming this product can expose you to chemicals including
11 lead, which is known to the State of California to cause cancer and birth defects or other
12 reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

13 (f) **Lead in Food Alternative Warning:** With respect to the *Maruchan*®
14 Instant Lunch hot & spicy shrimp flavored ramen noodle soup, Jinon may, but is not required to,
15 use the alternative short-form warning as set forth in this § 3.1(f) (“**Lead in Food Alternative
16 Warning**”) as follows:

17 **CA WARNING:** Risk of cancer and reproductive harm from exposure to lead. See
18 www.P65Warnings.ca.gov/food.

19 **3.2** A **Warning** or the **Alternative Warnings**² provided pursuant to § 3.1 must print
20 the word “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning
21 symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow
22 equilateral triangle with a black outline, except that if the sign or label for the Covered Products
23 does not use the color yellow, the symbol may be in black and white. The symbol must be in a size
24 no smaller than the height of the word “**WARNING:**”. The **Warning** or the **Alternative Warnings**
25 shall be affixed to or printed on the Covered Products’ packaging or labeling, or on a placard, shelf
26 tag, sign or electronic device or automatic process only if such electronic device or automatic

27 ² The Lead in Ceramic Alternative Warning, DEA Alternative Warning, and Lead in Food
28 Alternative Warning are collectively referred to herein as, the “Alternative Warnings.”

1 process provides the **Warning** or the **Alternative Warnings** without the purchaser having to seek
2 it out, provided that the **Warning** or the **Alternative Warnings** is displayed with such
3 conspicuousness, as compared with other words, statements, or designs as to render it likely to be
4 read and understood by an ordinary individual under customary conditions of purchase or use. A
5 **Warning** or the **Alternative Warnings** provided via an electronic device or automatic process
6 does not apply to internet purchases, which are subject to the provisions of Section 25602(b). The
7 **Warning** or the **Alternative Warnings** may be contained in the same section of the packaging,
8 labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the
9 Covered Products and shall be at least the same size as those other safety warnings. Where the
10 **Warning** or **Alternative Warning** is provided on the food product label, it must be set off from
11 other surrounding information, and Jinon shall enclose the **Warning** or **Alternative Warning** in a
12 black box and comply with the content requirements specified in Section 25607.2. If “consumer
13 information,” as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c)
14 as it may be amended from time to time, is provided in a foreign language, Jinon shall provide the
15 **Warning** or the **Alternative Warnings** in the foreign language in accordance with applicable
16 warning regulations adopted by the State of California’s Office of Environmental Health Hazard
17 Assessment (“OEHHA”). The **Alternative Warnings** on a Covered Product manufactured and
18 labeled after January 1, 2028 shall be provided in accordance with Title 27, California Code of
19 Regulations, § 25603(b).

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

7 **3.3 Compliance with Warning Regulations.** The Parties agree that Jinon shall be
8 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
9 Settlement Agreement or by complying with warning regulations adopted by the State of
10 California's OEHHA applicable to the Covered Products and the exposure at issue.

11 **4. MONETARY TERMS**

12 4.1 **Civil Penalty.** Jinon shall pay \$2,000.00 as a Civil Penalty pursuant to Health and
13 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety
14 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil
15 Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

16 4.1.1 Within ten (10) days of the Effective Date, Jinon shall issue two separate
17 checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$1,500.00; and to (b)
18 "Ema Bell" in the amount of \$500.00. Payment owed to Bell pursuant to this Section shall be
19 delivered to the following payment address:

20 Evan J. Smith, Esquire
21 Brodsky Smith
22 Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

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

25 For United States Postal Service Delivery:
26 Mike Gyurics
27 Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
28 P.O. Box 4010
Sacramento, CA 95812-4010

1 For Non-United States Postal Service Delivery:
2 Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
5 1001 I Street
6 Sacramento, CA 95814

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

9 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Jinon shall pay
10 \$27,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs
11 incurred as a result of investigating, bringing this matter to the attention of Jinon, litigating and
12 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
13 of Civil Procedure § 1021.5.

14 4.3 Within two (2) days of the Effective Date, Bell shall provide all necessary
15 information, including (for example) taxpayer identification, for Jinon to effect payment.

16 **5. RELEASE OF ALL CLAIMS**

17 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting
18 on her own behalf, and on behalf of the public interest, and Jinon, and its parents, shareholders,
19 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,
20 subdivisions, subsidiaries, partners, sister companies, related companies, and affiliates, and their
21 insurers, suppliers, manufacturers, predecessors, successors and assigns ("Defendant Releasees"),
22 of all claims for violations of Proposition 65 based on exposure to lead from use and/or
23 consumption of the *Maruchan*® Instant Lunch ramen noodle soups and Fuji Merchandise Corp.
24 Ltd. ceramic cups/spoons and/or DEA from use of the Gatsby hair waxes manufactured, distributed,
25 or sold by Jinon prior to 90 days after the Effective Date, as set forth in the Notices. It is the Parties'
26 intention that this Consent Judgment shall have preclusive effect such that no other actions by
27 private enforcers, whether purporting to act in his, her, or its interests or the public interest shall be
28 permitted to pursue and take any action with respect to any violation of Proposition 65 based on
exposure to lead from use and/or consumption of the *Maruchan*® Instant Lunch ramen noodle
soups and Fuji Merchandise Corp. Ltd. ceramic cups/spoons and/or DEA from use of the Gatsby

1 hair waxes that was alleged in the Complaint, or that could have been brought pursuant to the
2 Notices against Jinon and the Defendant Releasees (“Proposition 65 Claims”). Jinon’s compliance
3 with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Jinon with
4 regard to exposure to lead from consumption of the *Maruchan*® Instant Lunch ramen noodle soups.
5 Jinon’s compliance with the terms of this Consent Judgment constitutes compliance with
6 Proposition 65 by Jinon with regard to exposure to lead from use of the Fuji Merchandise Corp.
7 Ltd. ceramic cups/spoons. Jinon’s compliance with the terms of this Consent Judgment constitutes
8 compliance with Proposition 65 by Jinon with regard to exposure to DEA from use of the Gatsby
9 hair waxes.

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

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

28 5.3 Jinon waives any and all claims against Bell, her attorneys and other representatives,
for any and all actions taken, or statements made (or those that could have been taken or made) by
Bell and her attorneys and other representatives, whether in the course of investigating claims or

1 otherwise seeking enforcement of Proposition 65 against it in this matter, and with respect to
2 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; or (ii) overnight courier on any party
12 by the other party at the following addresses:

13 For Defendant:

14 William Delgado
15 Shilpa Coorg
16 DTO Law
17 915 Wilshire Blvd., Ste. 1950
18 Los Angeles, CA 90017

For Bell:

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

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

21 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

22 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
23 which shall be deemed an original, and all of which, when taken together, shall constitute one and
24 the same document.

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

27 9.1 Bell agrees to comply with the requirements set forth in California Health & Safety
28 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
Defendant agrees it shall support approval of such Motion.

1 9.2 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 9.3 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 **10. MODIFICATION**

10 10.1 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 **11. ATTORNEY'S FEES**

13 11.1 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 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
16 pursuant to law.

17 **12. RETENTION OF JURISDICTION**

18 12.1 Pursuant to California Code of Civil Procedure 664.6, this Court shall retain
19 jurisdiction of this matter to implement or modify the Consent Judgment. The Court shall then
20 dismiss the action without prejudice.

21 12.2 Within three (3) business days of receipt of payment, Bell shall file a request for
22 dismissal with prejudice. Nothing in this section shall preclude a party from seeking to enforce this
23 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.

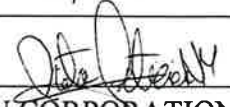
AGREED TO:

AGREED TO:

Date: 3 / 30 / 26

Date: 3/19/2026

By: 
EMABELL

By: 
JINON CORPORATION

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court