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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 LIFE PLUS STYLE GOURMET LLC, THE TJX
15 COMPANIES, INC.,

16 Defendants.

Case No.: CGC-25-621744

CONSENT JUDGMENT

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: May 1, 2026

Hearing Time: 9:00 AM

Complaint Filed: January 24, 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 Life Plus Style Gourmet, Inc. (“Life Plus”
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. Life Plus is alleged to be a person in the course of
8 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 in California to lead from its sales of (a) ceramic teacups, (b) ceramic teapots, and (c)
11 mangoes without providing a clear and reasonable exposure warning pursuant to Proposition 65.
12 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. Life Plus denies the material, factual and legal
14 allegations in the Notices and maintains that all of the products it has sold and/or distributed for
15 sale in California have been and are in compliance with all applicable laws, rules and regulations.

16 **1.3 Notices of Violation/Action.**

17 **1.3.1** On October 31, 2024, Bell served The TJX Companies, Inc. (“TJX”), Life
18 Plus, and various public enforcement agencies with documents entitled “60-Day Notice of
19 Violation” pursuant to Health & Safety Code §25249.7(d) (the “October Notice”), alleging that
20 Defendant violated Proposition 65 for failing to warn consumers and customers that use of ceramic
21 teapots exposes users in California to lead. No public enforcer has brought and is diligently
22 prosecuting the claims alleged in the October Notice.

23 **1.3.2** On December 16, 2024, Bell served TJX, Life Plus, and various public
24 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
25 Safety Code §25249.7(d) (the “December Notice”), alleging that Defendant violated Proposition
26 65 for failing to warn consumers and customers that consumption of mangoes exposes consumers
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1 in California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged
2 in the December Notice.

3 1.3.3 On February 24, 2025, Bell served TJX, Life Plus, and various public
4 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
5 Safety Code §25249.7(d) (the “February Notice”), alleging that Defendant violated Proposition 65
6 for failing to warn consumers and customers that use of ceramic teacups exposes users in California
7 to lead. No public enforcer has brought and is diligently prosecuting the claims alleged in the
8 February Notice¹.

9 1.3.4 On January 24, 2025, Bell filed a complaint (the “Complaint”). On October
10 16, 2025, Bell filed a first amended complaint (the “First Amended Complaint”)².

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

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26 ¹ The October Notice, December Notice, and February Notice are collectively referred to herein
as, the “Notices.”

27 ² The Complaint and First Amended Complaint are collectively referred to herein as, the
28 “Action.”

1 **2. DEFINITIONS**

2 **2.1 Covered Products.** The term “Covered Products” means (a) ceramic teacups
3 (including but not limited to UPC #85-6400-815473-001999-11-1), (b) ceramic teapots (including
4 but not limited to UPC #810144460185), and (c) mangoes (including but not limited to UPC
5 #810144460451) that are manufactured, distributed, shipped into California and offered for sale in
6 California by Life Plus that expose users and/or consumers to lead.

7 **2.2 Effective Date.** The term “Effective Date” means the date this Consent Judgment is
8 entered as a Judgment of the Court.

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

10 **3.1 Reformulation of Products.** Commencing ninety (90) days after the Effective Date
11 (“Compliance Date”), and continuing thereafter, Covered Products that Life Plus directly
12 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)
13 Reformulated Food Products³; (b) Reformulated Ceramic Products⁴; or (c) labeled with a clear and
14 reasonable exposure warning pursuant to §§ 3.2 - 3.3, below. The warning requirement set forth in
15 §§ 3.2 - 3.3 shall not apply to any Reformulated Food Product or Reformulated Ceramic Product.

16 **3.2 Clear and Reasonable Warning.** Commencing on the Compliance Date, and
17 continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.2 and 3.3
18 must be provided for all Covered Products that Life Plus manufacturer, imports, distributes, sells,
19 or offers for sale in California that is not a Reformulated Food Product or Reformulated Ceramic
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22 ³ “Reformulated Food Products” means Covered Products that expose a person to an exposure
23 level of less than 0.5 micrograms of lead per day. For the purpose of this Agreement, the amount
24 of lead a person is exposed to from a Covered Product shall be calculated using the following
25 formula: micrograms of lead per gram of Covered Product, multiplied by grams of Covered
26 Product per serving size of the Covered Product (using the largest serving size appearing on the
Covered Product label), multiplied by servings of the Covered Product per day (using the largest
number of servings in a the nutrition facts on the label), which equates to micrograms of lead
exposure per day. If the Covered Product label contains no recommended daily servings, then the
number of recommended daily servings shall be one (1).

27 ⁴ “Reformulated Ceramic Products” shall mean Covered Products that produce a wipe test result
28 no higher than 1 microgram (µg) of lead when analyzed pursuant to NIOSH method no. 9100.

1 Product. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§
2 3.2(a) - (d):

3 (a) **Warning.** With respect to the ceramic teacups and ceramic teapots, the
4 “Warning” shall consist of the statement:

5 **⚠ WARNING** [or **CA WARNING** or **CALIFORNIA WARNING**]: This
6 product can expose you to [chemicals including] lead, which is known to the
7 State of California to cause cancer and birth defects or other reproductive harm.
8 For more information go to www.P65Warnings.ca.gov.

9 (b) **Alternative Warning:** With respect to the ceramic teacups and ceramic
10 teapots, Life Plus may, but is not required to, use the alternative short-form warning as set forth in
11 this § 3.2(b) (“**Alternative Warning**”) as follows:

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

13 (c) **Warning.** With respect to the mangoes, the “Warning” shall consist of the
14 statement:

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

19 (d) **Alternative Warning:** With respect to the mangoes, Life Plus may, but is
20 not required to, use the alternative short-form warning as set forth in this § 3.2(d) (“**Alternative**
21 **Warning**”) as follows:

22 **WARNING:** [Cancer and] Reproductive Harm - www.P65Warnings.ca.gov/food

23 With respect to the mangoes, Life Plus shall use the phrase “cancer and” in the **Warning**
24 or **Alternative Warning** only if the daily lead exposure level is greater than 15 micrograms of lead
25 as determined pursuant to the test methodology identified in § 3.2.

26 **3.3** A **Warning** or **Alternative Warning** provided pursuant to § 3.2 must print the word
27 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
28 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

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, Life Plus shall provide the **Warning** or **Alternative Warning** in
 12 the foreign language in accordance with applicable warning regulations adopted by the State of
 13 California’s Office of Environmental Health Hazard Assessment (“OEHHA”). A **Warning** or
 14 **Alternative Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall
 15 be provided in accordance with Title 27, California Code of Regulations, § 25603(b) or 25607.2(b).

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

5 **3.4 Compliance Date (Sell-Through Period).** There shall be no obligation for Life
6 Plus to provide an exposure warning or reformulate for Covered Products that entered the stream
7 of commerce before the Compliance Date, regardless of the date of sale of such Covered Products
8 to California consumers, and the Section 5 release applies to all such Covered Products. For
9 purposes of this Agreement, “stream of commerce” shall mean that a Covered Product has been
10 shipped, delivered or otherwise transferred by Life Plus or its authorized agents to a distributor,
11 retailer or other third party for sale or distribution, regardless of whether the Covered Product has
12 reached the end consumer in California.

13 **3.5 Compliance with Warning Regulations.** The Parties agree that Life Plus shall be
14 deemed to be in compliance with this Consent Judgment by either adhering to § 3 of this Settlement
15 Agreement or by complying with warning regulations adopted by the State of California’s OEHHA
16 applicable to the Product and the exposure at issue.

17 **4. MONETARY TERMS**

18 **4.1 Civil Penalty.** Life Plus shall pay \$4,000.00 as a Civil Penalty pursuant to Health
19 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
20 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the
21 Civil Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

22 **4.1.1** Within twenty-one (21) days of the Effective Date, Life Plus shall issue
23 two separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$3,000.00;
24 and to (b) “Ema Bell” in the amount of \$1,000.00. Payment owed to Bell pursuant to this Section
25 shall be delivered to the following payment address:

26 Evan J. Smith, Esquire
27 Brodsky Smith
28 Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

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

3 For United States Postal Service Delivery:

4 Mike Gyurics
5 Fiscal Operations Branch Chief
6 Office of Environmental Health Hazard Assessment
7 P.O. Box 4010
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:

10 Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street
14 Sacramento, CA 95814

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

17 4.2 **Attorneys' Fees.** Within twenty-one (21) days of the Effective Date, Life Plus shall
18 pay \$40,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs
19 incurred as a result of investigating, bringing this matter to the attention of Life Plus, litigating and
20 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
21 of Civil Procedure § 1021.5.

22 **5. RELEASE OF ALL CLAIMS**

23 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting
24 on her own behalf, and on behalf of the public interest, and Life Plus, and its parents, shareholders,
25 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,
26 subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors,
27 successors and assigns ("Defendant Releasees"), and all entities to whom they directly or indirectly
28 distribute or sell Covered Products, including but not limited to manufacturers, suppliers,
distributors, wholesalers, customers, licensors, licensees retailers, including but not limited to TJX,
and its parents, subsidiaries, and affiliates, franchisees, and cooperative members ("Downstream
Releasees"), of all claims for violations of Proposition 65 based on exposure to lead from use of

1 the Covered Products manufactured, distributed, or sold by Life Plus before the Compliance Date,
2 as set forth in the Notices. It is the Parties' intention that this Consent Judgment shall have
3 preclusive effect such that no other actions by private enforcers, whether purporting to act in his,
4 her, or its interests or the public interest shall be permitted to pursue and take any action with respect
5 to any violation of Proposition 65 based on exposure to lead from use of the Covered Products that
6 was alleged in the Action, or that could have been brought pursuant to the Notices against Life Plus
7 and the Downstream Releasees ("Proposition 65 Claims"). Life Plus's compliance with the terms
8 of this Consent Judgment constitutes compliance with Proposition 65 by Life Plus with regard to
9 exposure to lead from use of the Covered Products.

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 Life Plus, Defendant Releasees, and Downstream Releasees from any and all manner
14 of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements,
15 promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature
16 whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with
17 respect to any alleged violations of Proposition 65 related to or arising from Covered Products
18 manufactured, distributed, or sold by Life Plus, Defendant Releasees or Downstream Releasees.
19 With respect to the foregoing waivers and releases in this paragraph, Bell hereby specifically
20 waives any and all rights and benefits which she now has, or in the future may have, conferred by
21 virtue of the provisions of § 1542 of the California Civil Code, 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
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

26 5.3 Life Plus waives any and all claims against Bell, her attorneys and other
27 representatives, for any and all actions taken, or statements made (or those that could have been
28 taken or made) by Bell and her attorneys and other representatives, whether in the course of

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; or (ii) overnight courier on any party
12 by the other party at the following addresses:

13 For Defendant:

14 Kim Sandell
15 Thompson Hine LLP
16 2049 Century Park E., Ste. 3500
Los Angeles, CA 90067

17 And

18 For Bell:

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

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

23 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

24 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
25 which shall be deemed an original, and all of which, when taken together, shall constitute one and
26 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. NOTICE AND OPPORTUNITY TO CURE**

23 12.1 **Enforcement.** A Party may enforce any of the terms and conditions of this
24 Settlement Agreement only for Covered Product that Life Plus and/or Releasees directly
25 manufactures, imports, distributes, sells, or offers for sale in California on or after the Compliance
26 Date that Bell or her representatives have tested and certified that the Covered Products do not
27 comply with Section 3 of this Settlement Agreement and are not otherwise released by Section 5
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1 of this Settlement Agreement only after that Party first provides sixty (60) days written notice to
2 the Party allegedly failing to comply with the terms and conditions of this Settlement Agreement
3 and attempts to resolve such Party's failure to comply in an open and good faith manner.

4 **12.2 Notice of Violation.** Prior to bringing any proceeding to enforce the terms of this
5 Settlement Agreement, Bell shall provide a written notice of violation ("NOV") to Life Plus that
6 includes information sufficient for them to be able to understand and correct the violation.

7 **12.3 Determining Date of Sale.** Within thirty (30) days of receipt of the NOV with the
8 above information, Life Plus shall first provide information showing whether the Covered Products
9 entered the stream of commerce before the Compliance Date. If so, then no further action will be
10 taken by Bell.

11 **12.4 Contesting the NOV.** If the Covered Products entered the stream of commerce after
12 the Compliance Date, Life Plus may produce information, if any, supporting compliance with the
13 applicable warnings or reformulation sections of this Agreement. Life Plus will provide
14 documentation it asserts show it did not knowingly and intentionally sell unreformulated Covered
15 Products in California without warnings as required by Section 3.

16 **12.5 Non-Contest and Corrective Action.** If Life Plus elects not to contest the NOV, or
17 if Bell, based on the Parties' good faith meet and confer attempts, does not agree Life Plus has met
18 its burden to successfully contest the NOV, the Parties shall then meet and confer on any corrective
19 action by Life Plus before Bell may take action seeking to enforce the terms of this Consent
20 Judgment. Life Plus shall then confirm to Bell all steps it will take to ensure the Covered Products
21 comply with the terms of this Consent Judgment. Upon receiving such notification from Life Plus
22 confirming the corrective action, Bell shall take no further action regarding the alleged violation
23 against Life Plus.

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1 **13. RETENTION OF JURISDICTION**

2 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 **14. AUTHORIZATION**

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

10 **AGREED TO:**

AGREED TO:

11
12 Date: _____

Date: 3/10/2026
Signed by: _____

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14 By: _____
EMA BELL

By:  _____
1030C5F04842403...
LIFE PLUS STYLE GOURMET LLC

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

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18 Dated: _____

Judge of Superior Court

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7 document and certify that he or she is fully authorized by the Party he or she represents to execute
8 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
9 explicitly provided herein each Party is to bear its own fees and costs.

10 **AGREED TO:**

AGREED TO:

11
12 Date: 3 / 13 / 26

Date: _____

13 By: 

By: _____

14 EMMA BELL

LIFE PLUS STYLE GOURMET LLC

15
16 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

17
18 Dated: _____

Judge of Superior Court