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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 MSRF, INC.,

15 Defendant.

Case No.: CGC-25-632020

**[PROPOSED] CONSENT
JUDGMENT**

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: April 21, 2026

Hearing Time: 9:00 AM

Complaint Filed: December 12, 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 MSRF, Inc. (“MSRF” or “Defendant”) with
4 Bell and Defendant collectively referred to as the “Parties” and each of them as a “Party.” Bell
5 asserts that she is an individual residing in California that seeks to promote awareness of exposures
6 to toxic chemicals and improve human health by reducing or eliminating hazardous substances
7 contained in consumer products. MSRF is alleged to be a person in the course of doing business
8 for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

9 **1.2 Allegations and Representations.** Bell alleges that Defendant has exposed
10 individuals to lead from its sales of bowls, including but not limited to Art for the Table bowl sets,
11 UPC # 702014300366 without providing a clear and reasonable exposure warning pursuant to
12 Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of
13 California to cause cancer and birth defects or other reproductive harm.

14 **1.3 Notice of Violation/Action.** On January 24, 2025, Bell served CVS Pharmacy, Inc.
15 (“CVS”), MSRF, and various public enforcement agencies with documents entitled “60-Day Notice
16 of Violation” pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that
17 Defendant violated Proposition 65 for failing to warn consumers and customers that use of bowls,
18 including but not limited to Art for the Table bowl sets, UPC # 702014300366 exposes users in
19 California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged
20 in the Notice. On December 12, 2025, Bell filed a complaint (the “Complaint”). On February 2,
21 2026, Bell filed a first amended complaint (the “First Amended Complaint”)¹.

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 _____
27 ¹ The Complaint and First Amended Complaint are collectively referred to herein as, the
28 “Action.”

1 of all claims which were or could have been raised in the Action based on the facts alleged therein
2 and in the Notice.

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

10 **2. DEFINITIONS**

11 2.1 **Covered Products.** The term "Covered Products" means bowls, including but not
12 limited to Art for the Table bowl sets, UPC # 702014300366 that are manufactured, distributed,
13 shipped into California and offered for sale in California by MSRF that could expose users to lead.

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

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

17 3.1 **Reformulation of Products.** Commencing within sixty (60) days after the Effective
18 Date, and continuing thereafter, Products that MSRF directly manufactures, imports, distributes,
19 sells, or offers for sale in California shall either be: (a) reformulated Products pursuant to § 3.2,
20 below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 3.3 - 3.4, below.
21 For purposes of this Settlement Agreement, a "Reformulated Product" is a Product that is in
22 compliance with the standard set forth in § 3.2, below. The warning requirement set forth in §§ 3.3
23 - 3.4 shall not apply to any Reformulated Product.

24 3.2 **Reformulation Standard.** "Reformulated Products" shall mean Products that
25 produce a wipe test result no higher than 1 microgram (μg) of lead when analyzed pursuant to
26 NIOSH method no. 9100.
27
28

1 **3.3 Clear and Reasonable Warning.** Commencing within 60 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 Products that MSRF manufacturers, imports, distributes, sells, or
4 offers for sale in California that is not a Reformulated Product. There shall be no obligation for
5 MSRF to provide an exposure warning for Products that entered the stream of commerce within 90
6 days after the Effective Date. The warning shall consist of either the **Warning** or **Alternative**
7 **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:** MSRF may, but is not required to, use the alternative
12 short-form warning as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

13 ⚠ **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See
14 www.P65Warnings.ca.gov.

15 Or

16 ⚠ **WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant.
See www.P65Warnings.ca.gov.

17 Or, for Products manufactured and labeled prior to January 1, 2028,

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

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

1 statements, or designs as to render it likely to be read and understood by an ordinary individual
2 under customary conditions of purchase or use. A **Warning** or **Alternative Warning** provided via
3 an electronic device or automatic process does not apply to internet purchases, which are subject to
4 the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in
5 the same section of the packaging, labeling, or instruction booklet that states other safety warnings,
6 if any, concerning the use of the Product and shall be at least the same size as those other safety
7 warnings. If “consumer information,” as that term is defined in Title 27, California Code of
8 Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign
9 language, MSRF shall provide the **Warning** or **Alternative Warning** in the foreign language in
10 accordance with applicable warning regulations adopted by the State of California’s Office of
11 Environmental Health Hazard Assessment (“OEHHA”). An **Alternative Warning** on a Covered
12 Product manufactured and labeled after January 1, 2028 shall be provided in accordance with Title
13 27, California Code of Regulations, § 25603(b).

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

1 **3.5 Compliance with Reformulation Standard.** Compliance with the Reformulation
2 Standard set out in Section 3.2, above, can be proven if (a) a Certified Laboratory performed or
3 performs lead testing pursuant to NIOSH Method 9100 on at least six (6) randomly selected units
4 of each Production Unit of the Covered Product, and all results do not exceed the lead level
5 described in Section 3.2 (“Production Unit” means, for each unique Covered Product, Covered
6 Products with a common exterior decoration and shape that are produced, on behalf of MSRF, at
7 the same manufacturing facility in a single lot; “Certified Laboratory” means a laboratory meeting
8 the requirements of California Code of Regulations, title 27, section 25900(a)(3) (a laboratory
9 certified by the State of California or accredited by the State of California, a federal agency, the
10 National Environmental Laboratory Accreditation Program or similar nationally recognized
11 accrediting organization to perform the particular method of detection and analysis in question));
12 and (b) certification from the manufacturer that its manufacturing process for a particular
13 Production Unit did not change during the manufacture of the Product Unit. A manufacturing
14 process change will be deemed to have occurred if there is a material change in: the glaze, print,
15 decorating materials (or in the supplier of those materials), type of fuel use to fire the kiln,
16 manufacturing site, firing temperature, cycles, settings, and procedures.

17 **3.6 Compliance with Warning Regulations.** The Parties agree that MSRF shall be
18 deemed to be in compliance with Consent Judgment by either adhering to §§ 3.2, 3.3 and 3.4 of
19 this Consent Judgment or by complying with warning regulations adopted by the State of
20 California’s OEHHA applicable to the Product and the exposure at issue.

21 **4. MONETARY TERMS**

22 **4.1 Civil Penalty.** MSRF shall pay \$2,000.00 as a Civil Penalty pursuant to Health and
23 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety
24 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil
25 Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

26 4.1.1 Within fifteen (15) business days of the Effective Date and after receiving
27 all W-9 forms from Plaintiff, MSRF shall issue two separate checks for the Civil Penalty payment
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1 to (a) "OEHHA" in the amount of \$1,500.00; and to (b) "Ema Bell" in the amount of \$500.00.

2 Payment owed to Bell pursuant to this Section shall be delivered to the following payment
3 address:

4 Evan J. Smith, Esquire
5 Brodsky Smith
6 Two Bala Plaza, Suite 805
7 Bala Cynwyd, PA 19004

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

10 For United States Postal Service Delivery:

11 Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 P.O. Box 4010
15 Sacramento, CA 95812-4010

16 For Non-United States Postal Service Delivery:

17 Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
20 1001 I Street
21 Sacramento, CA 95814

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

24 4.2 **Attorneys' Fees.** Within fifteen (15) business days of the Effective Date, MSRF
25 shall pay \$23,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and
26 costs incurred as a result of investigating, bringing this matter to the attention of MSRF, litigating
27 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to
28 Code of Civil Procedure § 1021.5.

4.3 **Tax Documentation.** MSRF agrees to provide a completed IRS 1099 for its
payments to, and Bell agrees to provide IRS W-9 forms for, each of the following payees under
this Settlement Agreement:

(i) "Ema Bell" whose address and tax identification number shall be provided within
five (5) calendar days of the Effective Date;

- 1 (ii) "Brodsky Smith" (EIN: 23-2971061) at the address provided in Section 3.2(a)(i);
2 and
3 (iii) "Office of Environmental Health Hazard Assessment" 1001 "I" Street, Sacramento,
4 CA 95814.

5 **5. RELEASE OF ALL CLAIMS**

6 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting
7 on her own behalf, and on behalf of the public interest, and MSRF, and its parents, shareholders,
8 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,
9 subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors,
10 successors and assigns ("Defendant Releasees"), and all entities to whom they directly or indirectly
11 distribute or sell Covered Products, including but not limited to manufacturers, suppliers,
12 distributors, wholesalers, customers, licensors, licensees retailers, including but not limited to CVS
13 Pharmacy, Inc., and its parents, subsidiaries, and affiliates, franchisees, and cooperative members
14 ("Downstream Releasees"), of all claims for violations of Proposition 65 based on exposure to lead
15 from use of the Covered Products manufactured, distributed, or sold by MSRF within 60 days after
16 the Effective Date. It is the Parties' intention that this Consent Judgment shall have preclusive effect
17 such that no other actions by private enforcers, whether purporting to act in his, her, or its interests
18 or the public interest shall be permitted to pursue and take any action with respect to any violation
19 of Proposition 65 based on exposure to lead from use of the Covered Products that was alleged in
20 the Complaint, or that could have been brought pursuant to the Notice against MSRF and Defendant
21 Releasees and the Downstream Releasees ("Proposition 65 Claims"). MSRF's compliance with the
22 terms of this Consent Judgment constitutes compliance with Proposition 65 by MSRF with regard
23 to exposure to lead from use of the Covered Products.

24 5.2 In addition to the foregoing, Bell, on behalf of herself, her past and current agents,
25 representatives, attorneys, and successors and assignees, and *not* in her representative capacity,
26 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action
27 and releases MSRF, Defendant Releasees, and Downstream Releasees from any and all manner of
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1 actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements,
2 promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature
3 whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with
4 respect to any alleged violations of Proposition 65 related to or arising from Covered Products
5 manufactured, distributed, or sold by MSRF, Defendant Releasees or Downstream Releasees. With
6 respect to the foregoing waivers and releases in this paragraph, Bell acknowledges that the claims
7 released above may include unknown claims, and that Bell may hereafter discover claims and facts
8 different from or in addition to those she believes to be true with respect to the claims released in
9 this Section 5 but nevertheless hereby specifically waives any and all rights and benefits which she
10 now has, or in the future may have, conferred by virtue of the provisions of § 1542 of the California
11 Civil Code, which provides as follows:

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

16 Bell acknowledges that she has received independent legal advice from her attorneys with respect
17 to waving the provisions of Section 1542 of the California Civil Code.

18 5.3 MSRF waives any and all claims against Bell, her attorneys and other
19 representatives, for any and all actions taken, or statements made (or those that could have been
20 taken or made) by Bell and her attorneys and other representatives, whether in the course of
21 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
22 and with respect to Covered Products.

23 **6. INTEGRATION**

24 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
25 any and all prior negotiations and understandings related hereto shall be deemed to have been
26 merged within it. No representations or terms of agreement other than those contained herein exist
27 or have been made by any Party with respect to the other Party or the subject matter hereof.
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1 **7. NOTICES**

2 7.1 Unless specified herein, all correspondence and notices required to be provided
3 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
4 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
5 by the other party at the following addresses:

6 For Defendant:

7 Lauren M. Michals
8 Nixon Peabody LLP
9 One Embarcadero Center, 32nd Fl.
 San Francisco, CA 94111

9 And

10 For Bell:

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

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

16 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

22 9.1 Bell agrees to comply with the requirements set forth in California Health & Safety
23 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
24 Defendant agrees it shall not oppose approval of such Motion.

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

1 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an
2 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
3 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
4 its normal course on the trial court's calendar.

5 **10. MODIFICATION**

6 10.1 This Consent Judgment may be modified only by further stipulation of the Parties
7 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

8 **11. ATTORNEY'S FEES**

9 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
10 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

11 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
12 pursuant to law.

13 **12. RETENTION OF JURISDICTION**

14 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or modify
15 the 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: 1/25/2020

By: _____
EMA BELL

By: [Signature] REICH
MSRF, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1 **13. AUTHORIZATION**

2 13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

AGREED TO:

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9 Date: 3/3/26
10 By: [Signature]
11 EMABELL

Date: _____
By: _____
MSRF, INC.

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

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15 Dated: _____

16 Judge of Superior Court

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