

1 Evan Smith (Bar No. SBN 242352)
2 BRODSKY SMITH
3 9465 Wilshire Blvd., Ste. 300
4 Beverly Hills, CA 90212
5 Tel: (877) 534-2590
6 Fax: (310) 247-0160

7 *Attorneys for Plaintiff*

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

11 EMA BELL,

12 Plaintiff,

13 vs.

14 YMF CARPETS, INC., BURLINGTON
15 STORES, INC., BURLINGTON COAT
16 FACTORY OF TEXAS, INC.,

17 Defendants.

Case No.: CGC-25-629051

CONSENT JUDGMENT

Judge: Christine Van Aken

Dept.: 301

Hearing Date: July 14, 2026

Hearing Time: 9:00 AM

Complaint Filed: September 11, 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 YMF Carpets, Inc. (“YMF” 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. YMF 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 di(2-ethylhexyl) phthalate (DEHP) from its sales of Juicy Couture bags, RN # 110806
11 without providing a clear and reasonable exposure warning pursuant to Proposition 65. DEHP is
12 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and
13 birth defects or other reproductive harm.

14 1.3 **Notice of Violation/Action.** On January 29, 2025, Bell served Burlington Stores,
15 Inc., Burlington Coat Factory of Texas, Inc. (collectively, “Burlington”), YMF, and various public
16 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
17 Safety Code §25249.7(d) (the “Notice”), alleging that Defendant violated Proposition 65 for failing
18 to warn consumers and customers that use of Juicy Couture bags, RN # 110806 expose users in
19 California to DEHP. No public enforcer has brought and is diligently prosecuting the claims alleged
20 in the Notice. On September 11, 2025, Bell filed a complaint (the “Complaint” or “Action”).

21 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
22 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
23 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
24 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
25 of all claims which were or could have been raised in the Action based on the facts alleged therein
26 and in the Notice.

1 1.5 Defendant denies the material allegations contained in Bell’s Notice and Action and
2 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 Juicy Couture bags, RN #
10 110806 that are manufactured, distributed, shipped into California and offered for sale in California
11 by YMF that Bell alleges expose users to DEHP.

12 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
13 entered as a Judgment of the Court.


14 **3. INJUNCTIVE RELIEF: WARNINGS**

15 3.1 **Clear and Reasonable Warning.** Commencing with sixty (60) days after the
16 Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in
17 this §§ 3.1 and 3.2 must be provided for all Covered Products that Defendant manufacturers,
18 imports, distributes, sells, or offers for sale in California that is not a Reformulated Product. There
19 shall be no obligation for Defendant to provide a warning for Covered Products that enter the stream
20 of commerce prior to 60 days after the Effective Date. The warning shall consist of either the
21 **Warning** or **Alternative Warning** described in §§ 3.1(a) or (b), respectively, or a warning in
22 compliance with Title 27, California Code of Regulations, § 25603:

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

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

27 (b) **Alternative Warning:** YMF may, but is not required to, use the alternative short-
28 form warning as set forth in this § 3.1(b) (“**Alternative Warning**”) as follows:

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

2 3.2 A **Warning** or **Alternative Warning** provided pursuant to § 3.1 must print the word
3 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
4 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
5 triangle with a black outline, except that if the sign or label for the Covered Product does not use
6 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
7 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
8 to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or
9 electronic device or automatic process only if such electronic device or automatic process provides
10 the **Warning** or **Alternative Warning** without the purchaser having to seek it out, providing that
11 the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with
12 other words, statements, or designs as to render it likely to be read and understood by an ordinary
13 individual under customary conditions of purchase or use. A **Warning** or **Alternative Warning**
14 provided via an electronic device or automatic process does not apply to internet purchases, which
15 are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be
16 contained in the same section of the packaging, labeling, or instruction booklet that states other
17 safety warnings, if any, concerning the use of the Covered Product and shall be at least the same
18 size as those other safety warnings. If “consumer information,” as that term is defined in Title 27,
19 California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is
20 provided in a foreign language, YMF shall provide the **Warning** or **Alternative Warning** in the
21 foreign language in accordance with applicable warning regulations adopted by the State of
22 California’s Office of Environmental Health Hazard Assessment (“OEHHA”). An **Alternative**
23 **Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall be provided
24 in accordance with Title 27, California Code of Regulations, § 25603(b).

25 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product’s
26 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where
27 YMF offers Products for sale to consumers in California. The requirements of this Section shall be
28

1 satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word
2 “**WARNING,**” appears on the product display page, or by otherwise prominently displaying the
3 warning to the purchaser prior to completing the purchase. To comply with this Section, YMF shall
4 (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to do so,
5 on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the
6 **Warning** or **Alternative Warning** on the websites of its third-party internet sellers, provide such
7 sellers with written notice in accordance with Title 27, California Code of Regulations, § 25600.2.
8 Third-party internet sellers of the Covered Product that have been provided with written notice in
9 accordance with Title 27, California Code of Regulations, § 25600.2 are not released in Section 5
10 of this Agreement if they fail to meet the warning requirements herein.

11 3.3 **Compliance with Warning Regulations.** Defendant shall be deemed to be in
12 compliance with this Consent Judgment by either adhering to §§ 3.1 and 3.2 of this Consent
13 Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered
14 Product and exposures at issue.

15 **4. MONETARY TERMS**

16 4.1 **Civil Penalty.** YMF shall pay \$2,000.00 as a Civil Penalty pursuant to Health and
17 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety
18 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil
19 Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

20 4.1.1 Within ten (10) days of the Effective Date, YMF shall issue two separate
21 checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$1,500.00; and to (b)
22 “Ema Bell” in the amount of \$500.00. Payment owed to Bell pursuant to this Section shall be
23 delivered to the following payment address:

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

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

1 For United States Postal Service Delivery:

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

7 For Non-United States Postal Service Delivery:

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

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

15 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, YMF shall pay
16 \$20,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs
17 incurred as a result of investigating, bringing this matter to the attention of YMF, litigating and
18 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
19 of Civil Procedure § 1021.5.

20 **5. RELEASE OF ALL CLAIMS**

21 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting
22 on her own behalf, and on behalf of the public interest, and YMF, and its parents, shareholders,
23 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,
24 subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors,
25 successors and assigns ("Defendant Releasees"), and all entities to whom they directly or indirectly
26 distribute or sell Covered Products, including but not limited to manufacturers, suppliers,
27 distributors, wholesalers, customers, licensors, licensees retailers, including but not limited to
28 Burlington, its parents, subsidiaries, and affiliates, franchisees, and cooperative members
("Downstream Releasees"), of all claims for violations of Proposition 65 based on exposure to
DEHP from use of the Covered Products manufactured, distributed, or sold by YMF within 60 days
after the Effective Date as set forth in the Notice. It is the Parties' intention that this Consent

1 Judgment shall have preclusive effect such that no other actions by private enforcers, whether
2 purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and
3 take any action with respect to any violation of Proposition 65 based on exposure to DEHP from
4 use of the Covered Products that was alleged in the Action, or that could have been brought pursuant
5 to the Notice against YMF and the Downstream Releasees (“Proposition 65 Claims”). YMF’s
6 compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65
7 by YMF with regard to exposure to DEHP 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 YMF, Defendant Releasees, and Downstream Releasees from any and all manner of
12 actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements,
13 promises, liabilities, damages, charges, losses, costs, expenses, and attorneys’ fees, of any nature
14 whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with
15 respect to any alleged violations of Proposition 65 related to or arising from Covered Products
16 manufactured, distributed, or sold by YMF, Defendant Releasees or Downstream Releasees. With
17 respect to the foregoing waivers and releases in this paragraph, Bell hereby specifically waives any
18 and all rights and benefits which she now has, or in the future may have, conferred by virtue of the
19 provisions of § 1542 of the California Civil Code, which provides as follows:

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

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

1 **6. INTEGRATION**

2 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
3 any and all prior negotiations and understandings related hereto shall be deemed to have been
4 merged within it. No representations or terms of agreement other than those contained herein exist
5 or have been made by any Party with respect to the other Party or the subject matter hereof.

6 **7. NOTICES**

7 7.1 Unless specified herein, all correspondence and notices required to be provided
8 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
9 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
10 by the other party at the following addresses:

11 For Defendant:

12 Robert K. Smits
13 General Counsel
14 Creative Home Ideas – A YMF Company
15 230 Fifth Avenue – Suite 418
16 New York, NY 10001
17 917-364-2660
18 rsmits@YMFinc.com

19 And

20 For Bell:

21 Evan Smith
22 Brodsky Smith
23 9465 Wilshire Blvd., Ste. 300
24 Beverly Hills, CA 90212

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

27 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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:

9 Date: _____

Date: MAY 18, 2026

10 By: _____

By: 

11 EMA BELL

YMF CARPETS, INC.

Robert K. Suits / General Counsel

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

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15 Dated: _____

16 Judge of Superior Court

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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: May 26, 2026

Date: _____

By: 
EMMA BELL

By: _____
YMF CARPETS, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court