

1 Evan J. Smith, Esquire (SBN 242352)
2 Ryan P. Cardona, Esquire (SBN 302113)
3 BRODSKY SMITH
4 9465 Wilshire Blvd., Ste. 300
5 Beverly Hills, CA 90212
6 Telephone: (877) 534-2590
7 Facsimile: (310) 247-0160

8 *Attorneys for Plaintiff*

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 EMA BELL, GABRIEL ESPINOZA,

13 Plaintiffs,

14 v.

15 HOBBY LOBBY STORES, INC.,

16 Defendant.

Case No.: 25STCV12313

CONSENT JUDGMENT

Judge: Daniel M. Crowley

Dept.: 729

Hearing Date: July 22, 2026

Hearing Time: 8:30 AM

Reservation ID: 943866288939

Complaint Filed: July 17, 2024

1 **1. INTRODUCTION**

2 1.1 **The Parties.** This Consent Judgment is entered into by and between plaintiffs
3 Gabriel Espinoza (“Espinoza”) and Ema Bell (“Bell”) acting on behalf of the public interest
4 (collectively, “Plaintiffs” and each a “Plaintiff”) on the one hand, and defendant Hobby Lobby
5 Stores, Inc. (“Hobby Lobby” or “Defendant”) on the other hand, with Plaintiffs and Defendant
6 collectively referred to as the “Parties” and each of them as a “Party.” Each Plaintiff is an individual
7 residing in California that seeks to promote awareness of exposures to toxic chemicals and improve
8 human health by reducing or eliminating hazardous substances contained in consumer products.
9 Hobby Lobby is alleged to be a person in the course of doing business for purposes of Proposition
10 65, Cal. Health & Safety Code §§ 25249.6 et seq.

11 1.2 **Allegations and Representations.** Plaintiffs allege that Defendant has exposed
12 individuals to di(2-ethylhexyl) phthalate (DEHP) and/or diisononyl phthalate (“DINP”) from its
13 sales of products without providing a clear and reasonable exposure warning pursuant to
14 Proposition 65. DEHP 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. DINP 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 October 25, 2023, Bell served Defendant 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 October Notice”), alleging that Defendant violated Proposition 65 for
21 failing to warn consumers and customers that use of *Sewology*® quilters tape measures expose
22 users in California to DEHP. No public enforcer has brought and is diligently prosecuting the claims
23 alleged in the First October Notice.

24 1.3.2 On October 25, 2023, Bell served Defendant 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 October Notice”), alleging that Defendant violated Proposition 65 for
27 failing to warn consumers and customers that use of large shell gift plastic bags expose users in
28

1 California to DEHP. No public enforcer has brought and is diligently prosecuting the claims alleged
2 in the Second October Notice.

3 1.3.3 On March 13, 2025, Espinoza served Defendant and various public
4 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
5 Safety Code §25249.7(d) (the “March Notice”), alleging that Defendant violated Proposition 65 for
6 failing to warn consumers and customers that use of Brother Sister Design Studio plush bags for
7 children expose users in California to DINP. No public enforcer has brought and is diligently
8 prosecuting the claims alleged in the March Notice¹.

9 1.3.4 On July 17, 2024, Bell filed a complaint in the Superior Court of California,
10 County of San Francisco, Case No. CGC-24-616498 (“Complaint”). On April 28, 2025, Bell and
11 Defendant stipulated to transfer venue from San Francisco County to Los Angeles County, Case
12 No. 25STCV12313.

13 1.3.5 On March 30, 2026, Bell and Defendant stipulated to file a first amended
14 complaint (“First Amended Complaint”). On May 7, 2026, Bell filed the First Amended
15 Complaint².

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

22 1.5 Defendant denies the material allegations and legal allegations contained in
23 Plaintiffs’ Notices and Action and maintains that, to the best of its knowledge, all products that are
24 or have been sold and distributed in California have been and are in compliance with all laws.

25 _____
26 ¹ The First October Notice, Second October Notice, and March 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 “Complaints.”

1 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,
2 finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment
3 constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of
4 law, or violation of law, such being specifically denied by Defendant. However, this section shall
5 not diminish or otherwise affect the obligations, responsibilities, and duties under this Consent
6 Judgment. Notwithstanding the allegations in the Notices and Action, Hobby Lobby maintains that
7 it has not knowingly manufactured, or caused to be manufactured, products for sale in California
8 in violation of Proposition 65.

9 **2. DEFINITIONS**

10 2.1 **Covered Products.** The term “Covered Products” means:

11 2.1.1 *Brother Sister Design Studio*® plush items for children sold under purchase
12 order HL9200447, including but not limited to SKU Nos. 6278956, 6278964, and 6278972, that
13 are manufactured, distributed, shipped into California and offered for sale in California by Hobby
14 Lobby that may expose users to phthalates including DINP.

15 2.1.2 Tape Measures, including but not limited to Sew Ology Quilters Tape
16 Measures SKU No. 783993, that are manufactured, distributed, shipped into California and offered
17 for sale in California by Hobby Lobby that may expose users to phthalates including DEHP.

18 2.1.3 Durable Storage Bags with Shells, including but not limited to the Large
19 Shell Gift Plastic Bag SKU No. 375238, that are manufactured, distributed, shipped into California
20 and offered for sale in California by Hobby Lobby that expose may users to phthalates including
21 DEHP.

22 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
23 entered as a Judgment of the Court.

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

25 3.1 **Reformulation of Covered Products.** Commencing within ninety (90) days after
26 the Effective Date, and continuing thereafter, Covered Products that Hobby Lobby directly
27 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)
28

1 Reformulated DEHP Products pursuant to § 3.2, below; (b) Reformulated DINP Products pursuant
2 to § 3.2, below or (c) be labeled with a clear and reasonable exposure warning pursuant to §§ 3.3
3 and 3.4, below. The warning requirement set forth in §§ 3.3 and 3.4 shall not apply to any
4 Reformulated DEHP Products or Reformulated DINP Products.


5 **3.2 Reformulation Standards.**

6 3.2.1 “Reformulated DEHP Products” shall mean Covered Products that contain
7 concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of DEHP when analyzed
8 pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or
9 other methodology utilized by federal or state government agencies for the purpose of determining
10 the phthalate content in a solid substance.


11 3.2.2 “Reformulated DINP Products” shall mean Covered Products that contain
12 concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of DINP when analyzed
13 pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or
14 other methodology utilized by federal or state government agencies for the purpose of determining
15 the phthalate content in a solid substance.

16 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective
17 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.2
18 and 3.3 must be provided for all Covered Products that Defendant manufacturers, imports,
19 distributes, sells, or offers for sale in California that is not a Reformulated DEHP Product or
20 Reformulated DINP Product. There shall be no obligation for Defendant to provide a warning for
21 Covered Products that enter the stream of commerce within 90 days after the Effective Date. The
22 warning shall consist of either the **Warning** or **Alternative Warnings** described below:


- 23 (a) For *Brother Sister Design Studio*® plush items for children sold under purchase
24 order HL9200447, including but not limited to SKU Nos. 6278956, 6278964, and
25 6278972, the “Warning” shall consist of the statement:

26  **WARNING:** This product can expose you to chemicals, including Diisononyl
27 phthalate [DINP], which are known to the State of California to cause cancer. For
28 more information go to www.P65Warnings.ca.gov.


1 (b) For Tape Measures, including but not limited to Sew Ology Quilters Tape Measures
2 SKU No. 783993, the “Warning” shall consist of the statement:

3  **WARNING:** This product can expose you to chemicals, including Di(2-
4 ethylhexyl)phthalate [DEHP], which are known to the State of California to cause
5 cancer and birth defects or other reproductive harm. For more information go to
6 www.P65Warnings.ca.gov.

6 (c) For Durable Storage Bags with Shells, including but not limited to the Large Shell
7 Gift Plastic Bag SKU No. 375238, the “Warning” shall consist of the statement:

8  **WARNING:** This product can expose you to chemicals, including Di(2-
9 ethylhexyl)phthalate [DEHP], which are known to the State of California to cause
10 cancer and birth defects or other reproductive harm. For more information go to
11 www.P65Warnings.ca.gov.

10 (d) **DINP Alternative Warning:** For Covered Products that create an exposure to
11 DINP, Hobby Lobby may, but is not required to, use the alternative short-form warning as set forth
12 in this § 3.3(d) (“**DINP Alternative Warning**”) as follows:

13  **WARNING:** Cancer - www.P65Warnings.ca.gov.

14 (e) **DEHP Alternative Warning:** For Covered Products that create an exposure to
15 DEHP, Hobby Lobby may, but is not required to, use the alternative short-form warning as set forth
16 in this § 3.3(e) (“**DEHP Alternative Warning**”)³ as follows:

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

18 3.4 A **Warning** or **Alternative Warnings**⁴ provided pursuant to § 3.3 must print the
19 word “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning
20 symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow
21 equilateral triangle with a black outline, except that if the sign or label for the Covered Product
22 does not use the color yellow, the symbol may be in black and white. The symbol must be in a size
23 no smaller than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warnings**
24

25 ³ The DINP Alternative Warning and DEHP Alternative Warning are collectively referred
26 to herein as, the “Alternative Warnings.”

27 ⁴ This short-form warning may be used on a product manufactured or labeled prior to
28 January 1, 2028, regardless of the date of sale. However, after January 1, 2028, all short-form
labels shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

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

19 As set forth in Cal. Code Regs. tit. 27, § 25602(b), to the extent Covered Products are sold
20 online, a warning that complies with the content requirements of Cal. Code Regs. tit. 27, § 25603
21 must be provided via one of the following methods: (1) A warning on the product display page; (2)
22 A clearly marked hyperlink using the work “WARNING” or the words “CA WARNING” or
23 “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An
24 otherwise prominently displayed warning provided to the purchaser prior to completing the
25 purchase. If a warning is provided using the short-form label content pursuant to Section
26 25602(a)(4), the warning provided on the website may use the same content. For purposes of this
27 section, a warning is not prominently displayed of the purchaser must search for it in the general
28

1 content of the website. For internet purchases made prior to 1/1/2028, a retail seller is not
2 responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning
3 online until 60 calendar days after the retailer received a warning or a written notice under Section
4 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with
5 content compliant with Section 25603(b). These requirements extend to any websites under the
6 exclusive control of Hobby Lobby where Covered Products are sold into California. In addition,
7 Hobby Lobby shall provide any third-party website with written notice in accordance with Title 27,
8 California Code of Regulations, § 25600.2. Third-party internet sellers of the Covered Product that
9 have been provided with written notice in accordance with Title 27, California Code of Regulations,
10 § 25600.2 are not released in Section 6 of this Agreement if they fail to meet the warning
11 requirements herein.

12 **3.5 Compliance with Warning Regulations.** Defendant shall be deemed to be in
13 compliance with this Consent Judgment by either adhering to §§ 3.3 and 3.4 of this Consent
14 Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered
15 Products and exposures at issue within 90 days after the Effective Date.

16 **4. ENFORCEMENT**

17 4.1 Prior to bringing any motion or application to enforce the requirements of Section 3
18 above, Plaintiff shall provide Defendant with a Notice of Violation and a copy of any test results
19 which purportedly support the Notice of Violation. The Parties shall then meet and confer regarding
20 the basis for the anticipated motion or application in an attempt to resolve it informally, including
21 providing the Defendant with a reasonable opportunity of at least ninety (90) days to cure any
22 alleged violation. Should such attempts at informal resolution fail, Plaintiff may file an enforcement
23 motion or application. This Consent Judgment may only be enforce by the Parties.

24 **5. MONETARY TERMS**

25 5.1 **Civil Penalty.** Hobby Lobby shall pay \$3,000.00 as a Civil Penalty pursuant to
26 Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health
27 & Safety Code § 25249.12, with 75% of these funds remitted to OEHHA and the remaining 25%
28

1 of the Civil Penalty remitted to Plaintiffs, as provided by California Health & Safety Code
2 § 25249.12(d).

3 4.1.1 Within ten (10) days of the Effective Date, Hobby Lobby shall issue three
4 separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$2,250.00; (b)
5 “Ema Bell” in the amount of \$500.00; and (c) “Gabriel Espinoza” in the amount of \$250.00.

6 Payment owed to Plaintiffs pursuant to this Section shall be delivered to the following payment
7 address:

8 Evan J. Smith, Esquire
9 Brodsky Smith
10 Two Bala Plaza, Suite 805
11 Bala Cynwyd, PA 19004

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

14 For United States Postal Service Delivery:
15 Mike Gyurics
16 Fiscal Operations Branch Chief
17 Office of Environmental Health Hazard Assessment
18 P.O. Box 4010
19 Sacramento, CA 95812-4010

20 For Non-United States Postal Service Delivery:
21 Mike Gyurics
22 Fiscal Operations Branch Chief
23 Office of Environmental Health Hazard Assessment
24 1001 I Street
25 Sacramento, CA 95814

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

28 5.1 **Tax Documentation.** Hobby Lobby agrees to provide a completed IRS 1099 for its
payments to, and Espinoza agrees to provide IRS W-9 forms for, each of the following payees
under this Consent Judgment:

5.1.1 “Gabriel Espinoza” whose address and tax identification number shall be
provided within five (5) days after this Consent Judgment is entered by the Court;

5.1.2 “Ema Bell” whose address and tax identification number shall be provided
within five (5) days after this Consent Judgment is entered by the Court;

1 5.1.3 “Brodsky & Smith, LLC” (EIN: 23-2971061) at the address provided in
2 Section 5.1.1; and

3 5.1.4 “Office of Environmental Health Hazard Assessment” 1001 I Street,
4 Sacramento, CA 95814.

5 5.2 **Attorneys’ Fees.** The Parties acknowledge that Gabriel Espinoza, Ema Bell and
6 their counsel offered to reach preliminary agreement on the material terms of this dispute before
7 reaching terms on the amount of fees and costs to be reimbursed to them. The Parties thereafter
8 reached an accord on the compensation due to Gabriel Espinoza, Ema Bell, and their counsel under
9 general contract principles and the private attorney general doctrine and principles codified at
10 California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution
11 of this agreement. Under these legal principles, Defendant shall reimburse Bell’s and Espinoza’s
12 counsel for fees and costs incurred as a result of investigating and bringing this matter to Hobby
13 Lobby’s attention, litigating and negotiating, and obtaining judicial approval of a settlement in the
14 public interest. Within ten (10) days of the Effective Date, Hobby Lobby shall pay \$39,000.00 to
15 Brodsky Smith as complete reimbursement for Plaintiffs’ attorneys’ fees and costs incurred as a
16 result of investigating, bringing this matter to the attention of Hobby Lobby, litigating and
17 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
18 of Civil Procedure § 1021.5.

19 **6. RELEASE OF ALL CLAIMS**

20 6.1 This Consent Judgment is a full, final, and binding resolution between Plaintiffs
21 acting on their own behalf, and on behalf of the public interest, and Hobby Lobby, and its parents,
22 shareholders, marketplaces, members, directors, officers, managers, employees, representatives,
23 agents, attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates,
24 and their predecessors, successors and assigns, and all entities to whom they directly or indirectly
25 distribute, license or sell Covered Products, including but not limited to its downstream distributors,
26 wholesalers, customers, vendors, licensors, shareholders, licensees, retailers, franchisees,
27 cooperative members, owners, users, and licensees (“Downstream Releasees”), of all claims that
28

1 can or could have been asserted by Espinoza or Bell, on their own behalf, on behalf of the public
2 interest, and on behalf of Espinoza's and Bell's past and current agents, representatives, attorneys,
3 successors and assignees ("Releasers") for all actions, causes of action, and claims, in law or in
4 equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses
5 (including, but not limited to, investigation fees, expert fees, and attorneys' fees) based on
6 violations of Proposition 65 based on exposure to DEHP from use of the Tape Measures and
7 Durable Storage Bags with Shell and to DINP from use of the *Brother Sister Design Studio*® plush
8 items for children manufactured, distributed, or sold by Hobby Lobby within 90 days after the
9 Effective Date as set forth in the Notices. It is the Parties' intention that this Consent Judgment
10 shall have preclusive effect such that no other actions by private enforcers, whether purporting to
11 act in his, her, or its interests or the public interest shall be permitted to pursue and take any action
12 with respect to any violation of Proposition 65 based on exposure to phthalates including DEHP
13 and DINP from use of the Covered Products that was alleged in the Action, or that could have been
14 brought pursuant to the Notices against Hobby Lobby and the Downstream Releasees ("Proposition
15 65 Claims"). Hobby Lobby's compliance with the terms of this Consent Judgment constitutes
16 compliance with Proposition 65 by Hobby Lobby with regard to exposure to DEHP from use of the
17 Tape Measures and Durable Storage Bags with Shell. Hobby Lobby's compliance with the terms
18 of this Consent Judgment constitutes compliance with Proposition 65 by Hobby Lobby with regard
19 to exposure to DINP from use of the *Brother Sister Design Studio*® plush items for children.

20 6.2 In addition to the foregoing, Plaintiffs, on behalf of themselves, their past and
21 current agents, representatives, attorneys, and successors and assignees, and *not* in their
22 representative capacity, hereby waives all rights to institute or participate in, directly or indirectly,
23 any form of legal action and releases Hobby Lobby and Defendant Releasees from any and all
24 manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts,
25 agreements, promises, liabilities, damages, charges, losses, costs, fines, penalties, expenses,
26 investigation fees, expert fees, and attorneys' fees, of any nature whatsoever, known or unknown,
27 in law or equity, fixed or contingent, now or in the future, with respect to any alleged violations of
28

1 Proposition 65 related to or arising from Covered Products manufactured, distributed, or sold by
2 Hobby Lobby or Defendant Releasees. With respect to the foregoing waivers and releases in this
3 paragraph, Plaintiffs hereby acknowledge that the claims released in this paragraph may include
4 unknown claims, and nonetheless specifically waives any and all rights and benefits which they
5 now have, or in the future may have, conferred by virtue of the provisions of § 1542 of the
6 California Civil Code, which provides as follows:

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

13 Plaintiffs acknowledge and understand the significance and consequences of this specific waiver
14 of California Civil Code § 1542.

15 6.3 Hobby Lobby waives any and all claims against Plaintiffs, their attorneys and other
16 representatives, for any and all actions taken, or statements made (or those that could have been
17 taken or made) by Plaintiffs and their attorneys and other representatives, whether in the course of
18 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
19 and with respect to Covered Products.

20 **7. DEEMED COMPLIANCE WITH PROPOSITION 65**

21 7.1 The Parties agree that compliance by Hobby Lobby with this Settlement Agreement
22 constitutes compliance with Proposition 65 by Hobby Lobby with respect to exposure to phthalates
23 including DEHP from use of the Tape Measures and Durable Storage Bags with Shell and/or DINP
24 from use of the *Brother Sister Design Studio*® plush items for children.

25 7.2 **Public Benefit.** It is Hobby Lobby's understanding that the commitments it has
26 agreed to herein, and actions to be taken by Hobby Lobby under this Consent Judgment, would
27 confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5
28 and Ca. Admin. Code tit. 11, § 3201. As such, it is the intent of Hobby Lobby that to the extent any
other private part initiates an action alleging a violation of Proposition 65 with respect to Hobby
Lobby's failure to provide a warning concerning exposure to phthalates including DINP prior to

1 use of the Covered Products it has manufactured, distributed, sold, or offered for sale in California,
2 or will manufacture, distribute, sell, or offer for sale in California, such private party action would
3 not confer a significant benefit on the general public as to those Covered Products addressed in this
4 Consent Judgment, provided that Hobby Lobby is in material compliance with this Consent
5 Judgment.

6 **8. INTEGRATION**

7 8.1 This Consent Judgment contains the sole and entire agreement of the Parties and
8 any and all prior negotiations and understandings related hereto shall be deemed to have been
9 merged within it. No representations or terms of agreement other than those contained herein exist
10 or have been made by any Party with respect to the other Party or the subject matter hereof.

11 **9. SEVERABILITY**

12 9.1 If subsequent to the execution of this Consent Judgment, any of the provisions of
13 this Consent Judgment are deemed by a court to be unenforceable, the validity of the enforceable
14 provisions remaining shall not be adversely affected but only to the extent the deletion of the
15 provision deemed unenforceable does not materially affect, or otherwise result in the effect of the
16 Consent Judgment being contrary to the intent of the Parties in entering into this Consent Judgment.

17 **10. GOVERNING LAW**

18 10.1 The terms of this Consent Judgment shall be governed by the law of the State of
19 California and apply within the State of California.

20 **11. NOTICES**

21 11.1 Unless specified herein, all correspondence and notices required to be provided
22 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
23 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
24 by the other party at the following addresses:

25 For Defendant:

Anne Marie Ellis
Buchalter LLP
18400 Von Karman Avenue, Ste. 800
Irvine, CA 92612

For Plaintiffs:

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

27 Any party, from time to time, may specify in writing to the other party a change of address to
28

1 which all notices and other communications shall be sent.

2 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

3 12.1 This Consent Judgment may be executed in counterparts and by facsimile or .pdf
4 signature, each of which shall be deemed an original, and all of which, when taken together, shall
5 constitute one and the same document.

6 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
7 **APPROVAL**

8 13.1 Plaintiffs agree to comply with the requirements set forth in California Health &
9 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
10 Defendant agrees it shall support approval of such Motion.

11 13.2 This Consent Judgment shall not be effective until it is approved and entered by the
12 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
13 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
14 days, the case shall proceed on its normal course.

15 13.3 If the Court approves this Consent Judgment and is reversed or vacated by an
16 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
17 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
18 its normal course on the trial court's calendar.

19 **14. MODIFICATION**

20 14.1 This Consent Judgment may be modified only by further stipulation of the Parties
21 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

22 **15. ATTORNEY'S FEES**

23 15.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
24 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

25 15.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
26 pursuant to law.

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

16. RETENTION OF JURISDICTION

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

17. AUTHORIZATION

17.1 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: 5-5-06

By: _____
GABRIEL ESPINOZA

By: 
HOBBY LOBBY STORES, INC.

AGREED TO:

Date: _____

By: _____
EMA BELL

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1 **16. RETENTION OF JURISDICTION**

2 16.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 **17. AUTHORIZATION**

5 17.1 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
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

AGREED TO:

Date: 6 | 2 | 26

Date: _____

By: GABRIEL ESPINOZA

By: HOBBY LOBBY STORES, INC.

AGREED TO:

Date: _____

By: EMA BELL

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

16. RETENTION OF JURISDICTION

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

17. AUTHORIZATION

17.1 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: _____

By: _____
GABRIEL ESPINOZA

By: _____
HOBBY LOBBY STORES, INC.

AGREED TO:

Date: 6/2/26

By: [Signature]
EMA BELL

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court