

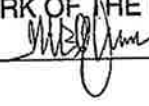
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FILED
San Francisco County Superior Court

DEC 02 2025

CLERK OF THE COURT

BY: 

Deputy Clerk

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

11 GABRIEL ESPINOZA,

12 Plaintiff,

13 vs.

14 H MART COMPANIES, INC.,

15 Defendant.
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Case No.: CGC-25-621458

CONSENT JUDGMENT

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: December 2, 2025

Hearing Time: 9:00 AM

Complaint Filed: January 15, 2025

1 **1. INTRODUCTION**

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

10 **1.2 Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to lead, di(2-ethylhexyl) phthalate (“DEHP”), and/or perfluorooctanoic acid (“PFOA”)
12 from its sales of (a) My Buddy “Take Your Time” mugs, (b) Living Zone strainers, and (c) Artbox
13 umbrellas without providing a clear and reasonable exposure warning pursuant to Proposition 65.
14 DEHP, lead, and PFOA are listed pursuant to Proposition 65 as chemicals known to the State of
15 California to cause cancer and birth defects or other reproductive harm.

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

17 **1.3.1** On July 24, 2024, Espinoza served H Mart and various public enforcement
18 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
19 §25249.7(d) (the “July Notice”), alleging that Defendant violated Proposition 65 for failing to warn
20 consumers and customers that use of My Buddy “Take Your Time” mugs expose users in California
21 to lead. No public enforcer has brought and is diligently prosecuting the claims alleged in the July
22 Notice.

23 **1.3.2** On August 1, 2024, Espinoza served H Mart and various public enforcement
24 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
25 §25249.7(d) (the “First August Notice”), alleging that Defendant violated Proposition 65 for failing
26 to warn consumers and customers that use of Living Zone strainers expose users in California to
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1 DEHP. No public enforcer has brought and is diligently prosecuting the claims alleged in the First
2 August Notice.

3 1.3.3 On August 5, 2024, Espinoza served H Mart and various public enforcement
4 agencies with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code
5 §25249.7(d) (the "Second August Notice"), alleging that Defendant violated Proposition 65 for
6 failing to warn consumers and customers that use of Artbox umbrellas expose users in California
7 to PFOA. No public enforcer has brought and is diligently prosecuting the claims alleged in the
8 Second August Notice.¹

9 1.3.4 On January 15, 2025, Espinoza filed a complaint (the "Complaint" or
10 "Action").

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

17 1.5 Defendant denies the material allegations contained in Espinoza's Notices and
18 Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment
19 shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of
20 law; nor shall compliance with this Consent Judgment constitute or be construed as an admission
21 by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being
22 specifically denied by Defendant. However, this section shall not diminish or otherwise affect the
23 obligations, responsibilities, and duties of Defendant under this Consent Judgment.

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27 ¹ The July Notice, First August Notice, and Second August Notice are collectively referred to
28 herein as, the "Notices."

1 **2. DEFINITIONS**

2 **2.1 Covered Products.** The term "Covered Products" means (a) My Buddy "Take Your
3 Time" mugs, (b) Living Zone strainers, and (c) Artbox umbrellas that are manufactured, distributed,
4 shipped into California and offered for sale in California by H Mart that expose users to lead,
5 DEHP, and/or PFOA.

6 **2.2 Effective Date.** The term "Effective Date" means the date this Consent Judgment is
7 entered as a Judgment of the Court.

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

9 **3.1 Reformulation of Covered Products.** Commencing within sixty (60) days after the
10 Effective Date, and continuing thereafter, any Covered Products that H Mart directly manufactures,
11 imports, distributes, sells, or offers for sale in California shall either be: (a) DEHP Reformulated
12 Products², (b) Lead Reformulated Products³, or (c) be labeled with a clear and reasonable exposure
13 warning pursuant to §§ 3.2 and 3.3, below. The warning requirement set forth in §§ 3.2 and 3.3
14 shall not apply to any DEHP Reformulated Product or Lead Reformulated Products. There is no
15 PFOA reformulation option with respect to the Artbox umbrellas and H Mart shall provide a clear
16 and reasonable exposure warning for all Artbox umbrellas pursuant to § 3.2(c) or (d), below.

17 **3.2 Clear and Reasonable Warning.** Commencing within 60 days after the Effective
18 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.2
19 and 3.3 must be provided for any and all Covered Products that Defendant manufacturers, imports,
20 distributes, sells, or offers for sale in California that is not a DEHP Reformulated Product or Lead
21 Reformulated Products. For all Artbox umbrellas, H Mart shall provide a clear and reasonable
22 exposure warning pursuant to § 3.2(c) or (d), below. There shall be no obligation for Defendant to
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24 ² "DEHP Reformulated Products" shall mean Covered Products that contain concentrations less
25 than or equal to 0.1% (1,000 parts per million (ppm)) of DEHP when analyzed pursuant to U.S.
26 Environmental Protection Agency testing methodologies 3580A and 8270C or other methodology
utilized by federal or state government agencies for the purpose of determining the phthalate
content in a solid substance.

27 ³ "Lead Reformulated Products" shall mean Covered Products that produce a wipe test result no
28 higher than 1 microgram (µg) of lead when analyzed pursuant to NIOSH method no. 9100.

1 provide a warning for Covered Products that enter the stream of commerce within 60 days after the
2 Effective Date. The warning shall consist of either the **Warning** or **Alternative Warning** described
3 in §§ 3.2(a) - (d):

4 (a) **Warning.** For the My Buddy "Take Your Time" mugs that are not Lead
5 Reformulated Products, the "Warning" shall consist of the statement:

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

9 (b) **Warning.** For the Living Zone strainers that are not DEHP Reformulated Products,
10 the "Warning" shall consist of the statement:

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

15 (c) **Warning.** For all Artbox umbrellas, the "Warning" shall consist of the statement:

16 **⚠ WARNING:** This product can expose you to chemicals including
17 perfluorooctanoic acid (PFOA), which is known to the State of California to cause
18 cancer and birth defects or other reproductive harm. For more information go to
19 www.P65Warnings.ca.gov.

20 (d) **Alternative Warning:** For any Covered Products that are not DEHP Reformulated
21 Products or Lead Reformulated Products, or all Artbox umbrellas, H Mart may, but is not required
22 to, use the alternative short-form warning as set forth in this § 3.3(d) ("**Alternative Warning**") as
23 follows:

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

25 3.3 A **Warning** or **Alternative Warning** provided pursuant to § 3.2 must print the word
26 "**WARNING:**" in all capital letters and in bold font, followed by a colon. The warning symbol to
27 the left of the word "**WARNING:**" must be a black exclamation point in a yellow equilateral
28 triangle with a black outline, except that if the sign or label for the Covered Product 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 printed on the Covered Product's packaging or labeling, or on a placard, shelf tag, sign or

1 electronic device or automatic process only if such electronic device or automatic process provides
2 the **Warning or Alternative Warning** without the purchaser having to seek it out, providing that
3 the **Warning or Alternative Warning** is displayed with such conspicuousness, as compared with
4 other words, statements, or designs as to render it likely to be read and understood by an ordinary
5 individual under customary conditions of purchase or use. The **Warning or Alternative Warning**
6 may be contained in the same section of the packaging, labeling, or instruction booklet that states
7 other safety warnings, if any, concerning the use of the Covered Product and shall be at least the
8 same size as those other safety warnings. If "consumer information," as that term is defined in Title
9 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is
10 provided in a foreign language, H Mart shall provide the **Warning or Alternative Warning** in the
11 foreign language in accordance with applicable warning regulations adopted by the State of
12 California's Office of Environmental Health Hazard Assessment ("OEHHA"). An **Alternative**
13 **Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall be provided
14 in accordance with Title 27, California Code of Regulations, § 25603(b).

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

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

4. **MONETARY TERMS**

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

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

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

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):

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

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

3 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, H Mart shall pay
4 \$29,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs
5 incurred as a result of investigating, bringing this matter to the attention of H Mart, litigating and
6 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
7 of Civil Procedure § 1021.5.

8 **5. RELEASE OF ALL CLAIMS**

9 5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza
10 acting on his own behalf, and on behalf of the public interest, and H Mart, and its parents,
11 shareholders, members, directors, officers, managers, employees, representatives, agents,
12 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, stores, and affiliates, and
13 their predecessors, successors and assigns, including but not limited to H Mart Irvine Westpark
14 LLC ("Defendant Releasees"), all entities from whom they directly or indirectly purchase and/or
15 resell Covered Products, including but not limited to manufacturers, suppliers, distributors,
16 wholesalers, licensors ("Upstream Releasees"), and all entities to whom they directly or indirectly
17 distribute or sell Covered Products, including but not limited to suppliers, distributors, licensors,
18 licensee retailers ("Downstream Releasees") of all claims for violations of Proposition 65 based on
19 exposure to DEHP from use of Living Zone strainers, lead from use of My Buddy "Take Your
20 Time" mugs, and/or PFOA from use of Artbox umbrellas manufactured, distributed, or sold by H
21 Mart at any time up to and including the Effective Date and within 90 days after the Effective Date.
22 It is the Parties' intention that this Consent Judgment shall have preclusive effect such that no other
23 actions by private enforcers, whether purporting to act in his, her, or its interests or the public
24 interest shall be permitted to pursue and take any action with respect to any violation of Proposition
25 65 based on exposure to DEHP from use of Living Zone strainers, lead from use of My Buddy
26 "Take Your Time" mugs, and/or PFOA from use of Artbox umbrellas that was alleged in the
27 Complaint, or that could have been brought pursuant to the Notices against H Mart, Defendant
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1 Releasees, the Upstream Releasees, and Downstream Releasees ("Proposition 65 Claims"). H
2 Mart's compliance with the terms of this Consent Judgment constitutes compliance with
3 Proposition 65 by H Mart with regard to exposure to DEHP from use of Living Zone strainers, lead
4 from use of My Buddy "Take Your Time" mugs, and/or PFOA from use of Artbox umbrellas.

5 5.2 In addition to the foregoing, Espinoza, on behalf of himself, his past and current
6 agents, representatives, attorneys, and successors and assignees, and not in his representative
7 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of
8 legal action and releases H Mart, Defendant Releasees, Upstream Releasees, and Downstream
9 Releasees from any and all manner of actions, causes of action, claims, demands, rights, suits,
10 obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs,
11 expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed
12 or contingent, now or in the future, with respect to any alleged violations of Proposition 65 related
13 to or arising from Covered Products manufactured, distributed, or sold by H Mart, Defendant
14 Releasees, Upstream Releases, or Downstream Releasees. With respect to the foregoing waivers
15 and releases in this paragraph, Espinoza hereby specifically waives any and all rights and benefits
16 which he now has, or in the future may have, conferred by virtue of the provisions of § 1542 of the
17 California Civil Code, which provides as follows:

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

24 5.3 H Mart waives any and all claims against Espinoza, his attorneys and other
25 representatives, for any and all actions taken, or statements made (or those that could have been
26 taken or made) by Espinoza and his attorneys and other representatives, whether in the course of
27 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
28 and with respect to Covered Products.

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

3 9.1 Espinoza agrees to comply with the requirements set forth in California Health &
4 Safety 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.

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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: <u>10/2/25</u>
By: _____	By: <u>[Signature]</u>
GABRIEL ESPINOZA	H MART COMPANIES, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____	_____ Judge of Superior Court
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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:

8
9 Date: 10 | 10 | 25

Date: _____

10 By: [Signature]
11 GABRIEL ESPINOZA

By: _____
H MART COMPANIES, INC.

12
13 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

14
15 Dated: Dec 2, 2025

16 [Signature]
Judge of Superior Court

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18 **JOSEPH M. QUINN**