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Attorneys for Plaintiff

FILED
San Francisco County Superior Court

JUL 07 2026

CLERK OF THE SUPERIOR COURT
By *Christina Green*
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

GABRIEL ESPINOZA,
Plaintiff,

v.

LEGRAND HOME SYSTEMS, INC., LOWE'S
COMPANIES, INC.,
Defendants.

Case No.: CGC-25-628909

CONSENT JUDGMENT

Judge: *Cindee Mayfield (visiting)*
Dept.: 301
Hearing Date: July 7, 2026
Hearing Time: 9:00 AM
Complaint Filed: September 9, 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 Legrand Home
4 Systems, Inc. and all of its subsidiaries and affiliates, including but not limited to Legrand AV, Inc.
5 (collectively, “Legrand” or “Defendant”) with Espinoza and Defendant collectively referred to as
6 the “Parties” and each of them as a “Party.” Espinoza is an individual residing in California that
7 seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing
8 or eliminating hazardous substances contained in consumer products. Legrand is alleged to be a
9 person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code
10 §§ 25249.6 et seq.

11 **1.2 Allegations and Representations.** Espinoza alleges that Defendant has exposed
12 individuals to lead from the distribution and sale of On Q banana plugs without providing a clear
13 and reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to Proposition
14 65 as a chemical known to the State of California to cause cancer and birth defects or other
15 reproductive harm.

16 **1.3 Notice of Violation/Action.** On January 23, 2025, Espinoza served Legrand,
17 Lowe’s Home Centers, LLC (incorrectly identified in the complaint as Lowe’s Companies, Inc.)
18 and various public enforcement agencies with documents entitled “60-Day Notice of Violation”
19 pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that Defendants violated
20 Proposition 65 for failing to warn consumers and customers that use of On Q banana plugs exposes
21 users in California to lead. The On Q banana plugs sold by Lowe’s are shipped into and distributed
22 in the United States by Legrand. No public enforcer has brought and is diligently prosecuting the
23 claims alleged in the Notice. On September 9, 2025, Espinoza filed a complaint (the “Complaint”).

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

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

10 **2. DEFINITIONS**

11 2.1 **Covered Products.** The term "Covered Products" means On Q banana plugs that
12 are shipped into and distributed into the United States by Legrand AV, Inc. and sold or offered for
13 sale in California, including but not limited to the On Q 5-Pack Brass Banana Plug Audio Connector
14 (Item #248214).

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

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

18 3.1 **Reformulation of Products.** Commencing within ninety (90) days after the
19 Effective Date, and continuing thereafter, Covered Products that Legrand imports, ships or
20 distributes into the United States to be sold or offered for sale in California shall either be: (a)
21 reformulated Products pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure
22 warning pursuant to §§ 3.3 - 3.4, below. For purposes of this Consent Judgment, a "Reformulated
23 Product" is a Covered Product that is in compliance with the standard set forth in § 3.2, below. The
24 warning requirement set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated Product.

25 3.2 **Reformulation Standard.** "Reformulated Products" shall mean Covered Products
26 that produce a wipe test result no higher than 1 microgram (μg) of lead when analyzed pursuant to
27 NIOSH method no. 9100 utilizing the artificial human sweat solution, or contain no more than 90
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1 parts per million (“ppm”) lead on the surface when analyzed pursuant to U.S. Environmental
2 Protection Agency testing methodologies 3050B or equivalent methodologies utilized by federal
3 or state agencies for the purpose of determining lead content in a solid substance.

4 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective
5 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
6 and 3.4 must be provided for all Covered Products that Legrand manufacturers, imports, or
7 distributes into California for sale in California that are not a Reformulated Product. There shall be
8 no obligation for Legrand to provide an exposure warning for Covered Products that entered the
9 stream of commerce within 90 days after the Effective Date. The warning shall consist of either the
10 **Warning or Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

12 **⚠ WARNING:** This product can expose you to chemicals including lead, which
13 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.

14 (b) **Alternative Warning:** Legrand may, but is not required to, use the
15 alternative short-form warning as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

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

17 **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 must print the word
18 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
19 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
20 triangle with a black outline, except that if the sign or label for the Products does not use the color
21 yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the
22 height of the word “**WARNING:**”. The **Warning or Alternative Warning** shall be affixed to or
23 printed on the Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device
24 or automatic process only if such electronic device or automatic process provides the **Warning or**
25 **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning or**
26 **Alternative Warning** is displayed with such conspicuousness, as compared with other words,
27 statements, or designs as to render it likely to be read and understood by an ordinary individual
28 under customary conditions of purchase or use. A **Warning or Alternative Warning** provided via

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

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

25 **3.5 Compliance with Warning Regulations.** The Parties agree that Legrand shall be
26 deemed to be in compliance with this Consent Judgment by either adhering to § 3 of this Consent
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1 Judgment or by complying with warning regulations adopted by the State of California's OEHHA
2 applicable to the Product and the exposure at issue.

3 **4. MONETARY TERMS**

4 4.1 **Civil Penalty.** Legrand shall pay \$3,000.00 as a Civil Penalty pursuant to Health
5 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
6 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the
7 Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

8 4.1.1 Within ten (10) days of the Effective Date, Legrand shall issue two
9 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$2,250.00; and
10 to (b) "Gabriel Espinoza" in the amount of \$750.00. Payment owed to Espinoza pursuant to this
11 Section shall be delivered to the following payment address:

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

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

17 For United States Postal Service Delivery:

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

21 For Non-United States Postal Service Delivery:

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

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

27 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Legrand shall pay
28 \$46,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs

1 incurred as a result of investigating, bringing this matter to the attention of Legrand, litigating and
2 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
3 of Civil Procedure § 1021.5.

4 **5. RELEASE OF ALL CLAIMS**

5 5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza
6 acting on his own behalf, and on behalf of the public interest, Legrand and Lowe's, and their
7 parents, shareholders, members, directors, officers, managers, employees, representatives, agents,
8 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
9 predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they
10 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
11 suppliers, distributors, wholesalers, customers, licensors, licensees retailers, and their parents,
12 subsidiaries, and affiliates, franchisees, and cooperative members ("Downstream Releasees"), of
13 all claims for violations of Proposition 65 based on exposure to lead from use of the Covered
14 Products manufactured or distributed by Legrand or sold by Lowe's within 90 days after the
15 Effective Date, as set forth in the Notice. It is the Parties' intention that this Consent Judgment shall
16 have preclusive effect such that no other actions by private enforcers, whether purporting to act in
17 his, her, or its interests or the public interest shall be permitted to pursue and take any action with
18 respect to any violation of Proposition 65 based on exposure to lead from use of the Covered
19 Products that was alleged in the Complaint, or that could have been brought pursuant to the Notice
20 against Legrand, Lowe's, and the Downstream Releasees ("Proposition 65 Claims"). The
21 compliance of Legrand and Lowe's with the terms of this Consent Judgment constitutes compliance
22 with Proposition 65 by Legrand and Lowe's with regard to exposure to lead from use of the Covered
23 Products.

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

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

14 5.3 Legrand and Lowe's waive any and all claims against Espinoza, his attorneys and
15 other representatives, for any and all actions taken, or statements made (or those that could have
16 been taken or made) by Espinoza and his attorneys and other representatives, whether in the course
17 of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
18 and with respect to Covered Products.

19 **6. INTEGRATION**

20 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
21 any and all prior negotiations and understandings related hereto shall be deemed to have been
22 merged within it. No representations or terms of agreement other than those contained herein exist
23 or have been made by any Party with respect to the other Party or the subject matter hereof.

24 **7. NOTICES**

25 7.1 Unless specified herein, all correspondence and notices required to be provided
26 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
27 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
28 by the other party at the following addresses:

1 For Defendant:

2 Susan Smith
3 Beveridge & Diamond, P.C.
4 333 Bush St., Ste. 1500
San Francisco, CA 94104

5 and

6 For Espinoza:

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

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

11 **8. COUNTERPARTS: FACSIMILE SIGNATURES**

12 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
13 which shall be deemed an original, and all of which, when taken together, shall constitute one and
14 the same document.

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

17 9.1 Espinoza agrees to comply with the requirements set forth in California Health &
18 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
19 Defendant agrees it shall support approval of such Motion.

20 9.2 This Consent Judgment shall not be effective until it is approved and entered by the
21 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
22 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
23 days, the case shall proceed on its normal course.

24 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an
25 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
26 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
27 its normal course on the trial court's calendar.

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10. MODIFICATION

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

11. ATTORNEY'S FEES

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

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

12. RETENTION OF JURISDICTION

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

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: April 20, 2026

By: _____
GABRIEL ESPINOZA

By: _____
LEGRAND HOME SYSTEMS, INC. AND
LEGRAND AV, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: 7/7/26

C. Mayfield
Judge of Superior Court
Cindee Mayfield (v.s. by)

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AGREED TO:

AGREED TO:

Date: 5 / 19 / 26

Date: _____

By: 
GABRIEL ESPINOZA

By: _____
LEGRAND HOME SYSTEMS, INC. AND
LEGRAND AV, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court