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

11 GABRIEL ESPINOZA,

12 Plaintiff,

13 v.

14 MAJOR GLOVES & SAFETY, INC.,

15 Defendant

Case No.: CGC-24-618468

CONSENT JUDGMENT

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: April 8, 2025

Hearing Time: 9:30 AM

Complaint Filed: September 26, 2024

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 Major Gloves &
4 Safety, Inc. (“Major Gloves & Safety” or “Defendant”) with Espinoza and Defendant collectively
5 referred to as the “Parties” and each of them as a “Party.” Espinoza is an individual residing in
6 California that seeks to promote awareness of exposures to toxic chemicals and improve human
7 health by reducing or eliminating hazardous substances contained in consumer products. Major
8 Gloves & Safety is alleged to be a person in the course of doing business for purposes of Proposition
9 65, Cal. Health & Safety Code §§ 25249.6 et seq.

10 **1.2 Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to chromium (hexavalent compounds) (CrVI) from its sales of yellow general purpose
12 leather gloves, # 840085703102, without providing a clear and reasonable exposure warning
13 pursuant to Proposition 65. CrVI is listed pursuant to Proposition 65 as a chemical known to the
14 State of California to cause cancer and birth defects or other reproductive harm.

15 **1.3 Notice of Violation/Action.** On or about October 27, 2023, Espinoza served Major
16 Gloves & Safety and various public enforcement agencies with documents entitled “60-Day Notice
17 of Violation” pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that
18 Defendant violated Proposition 65 for failing to warn consumers and customers that use of yellow
19 general purpose leather gloves, # 840085703102, expose users in California to CrVI. No public
20 enforcer has brought and is diligently prosecuting the claims alleged in the Notice. On September
21 26, 2024, Espinoza filed a complaint (the “Complaint”).

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

1 1.5 Defendant denies the material allegations contained in Espinoza's Notice and
2 Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment
3 shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of
4 law; nor shall compliance with this Consent Judgment constitute or be construed as an admission
5 by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being
6 specifically denied by Defendant. However, this section shall not diminish or otherwise affect the
7 obligations, responsibilities, and duties of Defendant under this Consent Judgment.

8 **2. DEFINITIONS**

9 2.1 **Covered Products.** The term "Covered Products" means yellow general purpose
10 leather gloves, # 840085703102, that are manufactured, distributed, shipped into California and
11 offered for sale in California by Major Gloves & Safety that exposes user to CrVI.

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 within sixty (60) days of 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. There shall be no obligation for Defendant
19 to provide a warning for Covered Products that enter the stream of commerce prior to the date this
20 Consent Judgment is signed by both Parties. The warning shall consist of either the **Warning** or
21 **Alternative Warning** described in §§ 3.1(a) or (b), respectively:

22 (a) **Warning.** The "Warning" shall consist of the statement:

23 ⚠ **WARNING:** This product can expose you to chemicals including chromium
24 (hexavalent compounds) (CrVI), which is known to the State of California to cause
25 cancer and birth defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov.

1 (b) **Alternative Warning:** Major Gloves & Safety may, but is not required to, use the
2 alternative short-form warning¹ as set forth in this § 3.1(b) (“**Alternative Warning**”) as follows:

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

4 3.2 A **Warning** or **Alternative Warning** provided pursuant to § 3.1 must print the word
5 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
6 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
7 triangle with a black outline, except that if the sign or label for the Covered Product does not use
8 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
9 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
10 to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or
11 electronic device or automatic process, providing that the **Warning** or **Alternative Warning** is
12 displayed with such conspicuousness, as compared with other words, statements, or designs as to
13 render it likely to be read and understood by an ordinary individual under customary conditions of
14 purchase or use. The **Warning** or **Alternative Warning** may be contained in the same section of
15 the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning
16 the use of the Covered Product and shall be at least the same size as those other safety warnings. If
17 “consumer information,” as that term is defined in Title 27, California Code of Regulations, Section
18 25600.1(c) as it may be amended from time to time, is provided in a foreign language, Major Gloves
19 & Safety shall provide the **Warning** or **Alternative Warning** in the foreign language in accordance
20 with applicable warning regulations adopted by OEHHA.

21 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product’s
22 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where
23 Major Gloves & Safety offers Products for sale to consumers in California. The requirements of
24 this Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked
25 hyperlink using the word “**WARNING,**” appears on the product display page, or by otherwise
26

27 ¹ An **Alternative Warning** on a Covered Product manufactured and labeled after January 1, 2028
28 shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

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

10 3.3 **Compliance with Warning Regulations.** Defendant shall be deemed to be in
11 compliance with this Consent Judgment by either adhering to §§ 3.1 and 3.2 of this Consent
12 Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered
13 Product and exposures at issue.

14 4. **MONETARY TERMS**

15 4.1 **Civil Penalty.** Major Gloves & Safety shall pay \$3,000.00 as a Civil Penalty
16 pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with
17 California Health & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the
18 remaining 25% of the Civil Penalty remitted to Espinoza, as provided by California Health & Safety
19 Code § 25249.12(d).

20 4.1.1 Within ten (10) days of the Effective Date, Major Gloves & Safety shall
21 issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of
22 \$2,250.00; and to (b) "Gabriel Espinoza" in the amount of \$750.00. Payment owed to Espinoza
23 pursuant to this Section shall be delivered to the following payment address:

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

27 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
28 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, Major Gloves & Safety
16 shall pay \$35,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees
17 and costs incurred as a result of investigating, bringing this matter to the attention of Major Gloves
18 & Safety, litigating and negotiating and obtaining judicial approval of a settlement in the public
19 interest, pursuant to Code 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 Espinoza
22 acting on his own behalf, and on behalf of the public interest, and Major Gloves & Safety, and its
23 parents, shareholders, members, directors, officers, managers, employees, representatives, agents,
24 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
25 predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they
26 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
27 suppliers, distributors, wholesalers, customers, licensors, licensees retailers, including but not
28 limited to, Otto's Truck Supplies, and its parents, subsidiaries, and affiliates, franchisees, and
cooperative members ("Downstream Releasees"), of all claims for violations of Proposition 65
based on exposure to CrVI from use of the Covered Products manufactured, distributed, or sold by
Major Gloves & Safety prior to the Effective Date or within 60 days after the Effective Date as set

1 forth in the Notice. It is the Parties' intention that this Consent Judgment shall have preclusive
2 effect such that no other actions by private enforcers, whether purporting to act in his, her, or its
3 interests or the public interest shall be permitted to pursue and take any action with respect to any
4 violation of Proposition 65 based on exposure to CrVI from use of the Covered Products that was
5 alleged in the Complaint, or that could have been brought pursuant to the Notice against Major
6 Gloves & Safety and the Downstream Releasees ("Proposition 65 Claims"). Major Gloves &
7 Safety's compliance with the terms of this Consent Judgment constitutes compliance with
8 Proposition 65 by Major Gloves & Safety with regard to exposure to CrVI from use of the Covered
9 Products.

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

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

27 5.3 Major Gloves & Safety waives any and all claims against Espinoza, his attorneys
28 and other representatives, for any and all actions taken, or statements made (or those that could

1 have been taken or made) by Espinoza and his attorneys and other representatives, whether in the
2 course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this
3 matter, and with respect to Covered Products.
4

5 **6. INTEGRATION**

6 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
7 any and all prior negotiations and understandings related hereto shall be deemed to have been
8 merged within it. No representations or terms of agreement other than those contained herein exist
9 or have been made by any Party with respect to the other Party or the subject matter hereof.

10 **7. NOTICES**

11 7.1 Unless specified herein, all correspondence and notices required to be provided
12 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
13 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
14 by the other party at the following addresses:

15 For Defendant:

16 Edward Lu
17 Wang IP Law Group, P.C.
18 18645 E. Gale Ave., Ste. 205
City of Industry, CA 91748

19 And

20 For Espinoza:

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

23 Any party, from time to time, may specify in writing to the other party a change of address to
24 which all notices and other communications shall be sent.
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28

1 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

2 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
3 which shall be deemed an original, and all of which, when taken together, shall constitute one and
4 the same document.

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

7 9.1 Espinoza agrees to comply with the requirements set forth in California Health &
8 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
9 Defendant agrees it shall support approval of such Motion.

10 9.2 This Consent Judgment shall not be effective until it is approved and entered by the
11 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
12 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
13 days, the case shall proceed on its normal course.

14 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an
15 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
16 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
17 its normal course on the trial court's calendar.

18 **10. MODIFICATION**

19 10.1 This Consent Judgment may be modified only by further stipulation of the Parties
20 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

21 **11. ATTORNEY'S FEES**

22 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
23 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

24 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
25 pursuant to law.

1 **12. RETENTION OF JURISDICTION**

2 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4
5 **13. AUTHORIZATION**

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

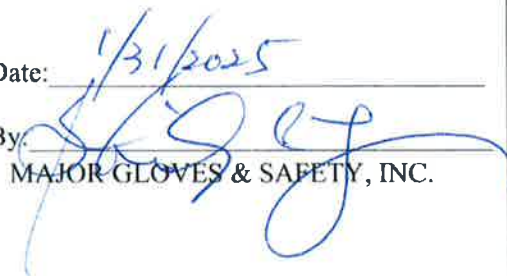
11 **AGREED TO:**

AGREED TO:

12
13 Date: _____

Date: 1/31/2025

14 By: _____

By: 

15 GABRIEL ESPINOZA

MAJOR GLOVES & SAFETY, INC.

16
17 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

18
19 Dated: _____

Judge of Superior Court

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10 explicitly provided herein each Party is to bear its own fees and costs.
11

12 **AGREED TO:**

13 Date:

2 / 18 / 25

14 By:

15 GABRIEL ESPINOZA

12 **AGREED TO:**

13 Date:

1/31/2025

14 By:

15 MAJOR GLOVES & SAFETY, INC.
16
17

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

19 Dated:

20 Judge of Superior Court
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