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

11 GABRIEL ESPINOZA,
12 Plaintiff,
13 v.
14 MELIN, LLC, O'NEILL,
15 Defendants.

Case No.: CGC-25-621237

CONSENT JUDGMENT

Judge: Christine Van Aken
Dept.: 301
Hearing Date: June 30, 2026
Hearing Time: 9:00 AM
Complaint Filed: January 7, 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 Alohat, LLC d/b/a
4 Melin, LLC (“Melin”) (“Melin” or “Defendant”) with Espinoza and Defendant collectively referred
5 to as the “Parties” and each of them as a “Party.” Espinoza is an individual residing in California
6 that seeks to promote awareness of exposures to toxic chemicals and improve human health by
7 reducing or eliminating hazardous substances contained in consumer products. Melin is alleged to
8 be a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety
9 Code §§ 25249.6 et seq.

10 1.2 **Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to perfluorooctanoic acid (PFOA) from its sales of Melin hydro Coronado caps, UPC #
12 840357200704 without providing a clear and reasonable exposure warning pursuant to Proposition
13 65. PFOA is listed pursuant to Proposition 65 as a chemical known to the State of California to
14 cause cancer and birth defects or other reproductive harm.

15 1.3 **Notice of Violation/Action.** On January 23, 2024, Espinoza served Melin, O’Neill,
16 and various public enforcement agencies with documents entitled “60-Day Notice of Violation”
17 pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that Defendant violated
18 Proposition 65 for failing to warn consumers and customers that use of Melin hydro Coronado caps,
19 UPC # 840357200704 expose users in California to PFOA. No public enforcer has brought and is
20 diligently prosecuting the claims alleged in the Notice. On January 7, 2025, Espinoza filed a
21 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 factual and legal allegations contained in Espinoza’s
2 Notice and Complaint and maintains that, to the best of its knowledge, it has not violated
3 Proposition 65. Nothing in this Consent Judgment shall be construed as an admission by Defendant
4 of any fact, finding, conclusion, issue of law, violation of law, or of fault, wrongdoing, or liability
5 by Defendant; nor shall compliance with this Consent Judgment constitute or be construed as an
6 admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such
7 being specifically denied by Defendant. However, this section shall not diminish or otherwise affect
8 the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

9 **2. DEFINITIONS**

10 2.1 **Covered Products.** The term “Covered Products” means Melin hydro Coronado
11 caps, UPC # 840357200704 that are manufactured, distributed, shipped into California and offered
12 for sale in California by Defendant.

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

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


16 3.1 **Reformulation of Covered Products.** Commencing within sixty (60) days after the
17 Effective Date, and continuing thereafter, Covered Products that Melin directly manufactures,
18 imports, distributes, sells, or offers for sale in California shall either be: (a) Reformulated Products
19 pursuant to § 3.2, below; or (b) be labeled with a clear and reasonable exposure warning pursuant
20 to §§ 3.3 and 3.4, below. For purposes of this Consent Judgment, a “Reformulated Product” is a
21 Covered Product that is in compliance with the standard set forth in § 3.2 below. The warning
22 requirement set forth in §§ 3.3 and 3.4 shall not apply to any Reformulated Product.

23 3.2 **Reformulation Standard.** “Reformulated Products” shall mean Covered Products
24 that do not contain any intentionally added PFOA or any intentionally added fluorinated ingredient
25 that causes PFOA to be in the Covered Products.

26 3.3 **Clear and Reasonable Warning.** Commencing within sixty (60) days after the
27 Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in
28

1 this §§ 3.3 and 3.4 must be provided for all Covered Products that Defendant manufactures,
2 imports, distributes, sells, or offers for sale in California that is not a Reformulated Product. There
3 shall be no obligation for Defendant to provide a warning for Covered Products that enter the stream
4 of commerce within 60 days after the Effective Date. The warning shall consist of either the
5 **Warning** or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

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

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

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

14 3.4 A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word
15 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
16 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
17 triangle with a black outline, except that if the sign or label for the Covered Product does not use
18 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
19 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
20 to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or
21 electronic device or automatic process only if such electronic device or automatic process provides
22 the **Warning** or **Alternative Warning** without the purchaser having to seek it out, providing that
23 the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with
24 other words, statements, or designs as to render it likely to be read and understood by an ordinary
25 individual under customary conditions of purchase or use. A **Warning** or **Alternative Warning**
26 provided via an electronic device or automatic process does not apply to internet purchases, which
27 are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be
28 contained in the same section of the packaging, labeling, or instruction booklet that states other
safety warnings, if any, concerning the use of the Covered Product and shall be at least the same

1 size as those other safety warnings. If “consumer information,” as that term is defined in Title 27,
2 California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is
3 provided in a foreign language, Melin shall provide the **Warning** or **Alternative Warning** in the
4 foreign language in accordance with applicable warning regulations adopted by the State of
5 California’s Office of Environmental Health Hazard Assessment (“OEHHA”). An **Alternative**
6 **Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall be provided
7 in accordance with Title 27, California Code of Regulations, § 25603(b).

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

21 3.5 **Compliance with Warning Regulations.** Defendant shall be deemed to be in
22 compliance with this Consent Judgment by either adhering to §§ 3.3 and 3.4 of this Consent
23 Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered
24 Product and exposures at issue.

25 **4. MONETARY TERMS**

26 4.1 **Civil Penalty.** Melin shall pay \$4,000.00 as a Civil Penalty pursuant to Health and
27 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety
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1 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil
2 Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

3 4.1.1 Within thirty (30) days of the Effective Date, Melin shall issue two
4 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$3,000.00; and
5 to (b) "Gabriel Espinoza" in the amount of \$1,000.00. Payment owed to Espinoza pursuant to this
6 Section shall be delivered to the following payment address:

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

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

13 For United States Postal Service Delivery:

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

19 For Non-United States Postal Service Delivery:

20 Mike Gyurics
21 Fiscal Operations Branch Chief
22 Office of Environmental Health Hazard Assessment
23 1001 I Street
24 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 thirty (30) days of the Effective Date, Melin shall pay
28 \$41,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs
incurred as a result of investigating, bringing this matter to the attention of Melin, litigating and
negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
of Civil Procedure § 1021.5.

1 **5. RELEASE OF ALL CLAIMS**

2 5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza
3 acting on his own behalf, and on behalf of the public interest, and Melin, of any violation of
4 Proposition 65 that was or could have been asserted by Espinoza or on behalf of his past and current
5 agents, representatives, attorneys, successors, and/or assigns (“Releasors”) for failure to provide
6 warnings for alleged exposures to PFOA from use of the Products, and Releasors hereby release
7 any such claims against Defendant and their past and present parents, shareholders, members,
8 marketplaces, directors, officers, managers, employees, representatives, agents, attorneys, insurers,
9 divisions, subdivisions, subsidiaries, partners, sister companies, and affiliated entities (including,
10 but not limited to, Alohat, LLC), and their predecessors, successors and assigns (collectively, the
11 “Defendant Releasees”), and all entities from whom they obtain and to whom they directly or
12 indirectly distribute or sell Covered Products, or the materials contained therein, including but not
13 limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees, and
14 retailers, including but not limited to La Jolla Retail, Inc. d/b/a O’Neill, its parents, subsidiaries,
15 and affiliates, franchisees, and cooperative members (“Downstream Releasees”), of all claims for
16 violations of Proposition 65 based on exposure to PFOA from use of the Covered Products
17 manufactured, distributed, or sold by Melin within 60 days after the Effective Date as set forth in
18 the Notice and Complaint. It is the Parties’ intention that this Consent Judgment shall have
19 preclusive effect such that no other actions by private enforcers, whether purporting to act in his,
20 her, or its interests or the public interest shall be permitted to pursue and take any action with respect
21 to any violation of Proposition 65 based on exposure to PFOA from use of the Covered Products
22 that was alleged in the Notice and Complaint, or that could have been brought pursuant to the
23 Notice and Complaint against Melin, Defendant Releasees, and the Downstream Releasees
24 (“Proposition 65 Claims”). Melin’s compliance with the terms of this Consent Judgment constitutes
25 compliance with Proposition 65 by Melin with regard to exposure to PFOA from use of the Covered
26 Products.

1 5.2 In addition to the foregoing, Espinoza, on behalf of himself, his past and current
2 agents, representatives, attorneys, and successors and assignees, and *not* in his representative
3 capacity, hereby covenants not to sue and waives all rights to institute or participate in, directly or
4 indirectly, any form of legal action and releases Melin, Defendant Releasees, and Downstream
5 Releasees from all claims that he may have, including without limitation, any and all manner of
6 actions, all causes of action in law and in equity, claims, demands, rights, suits, obligations, debts,
7 contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and
8 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,
9 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising
10 from Covered Products manufactured, distributed, or sold by Melin, Defendant Releasees or
11 Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph,
12 Espinoza hereby specifically waives any and all rights and benefits which he now has, or in the
13 future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which
14 provides as follows:

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

19 5.3 Melin waives any and all claims against Espinoza, his attorneys and other
20 representatives, for any and all actions taken, or statements made (or those that could have been
21 taken or made) by Espinoza and his attorneys and other representatives, whether in the course of
22 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
23 and with respect to Covered Products.

24 **6. INTEGRATION**

25 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
26 any and all prior negotiations and understandings related hereto shall be deemed to have been
27 merged within it. No representations or terms of agreement other than those contained herein exist
28 or have been made by any Party with respect to the other Party or the subject matter hereof.

1 **7. NOTICES**

2 7.1 Unless specified herein, all correspondence and notices required to be provided
3 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
4 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
5 by the other party at the following addresses:

6 For Defendant:

7 Brian McDonnell
8 President
9 Alohat, LLC d/b/a Melin, LLC
10 100 Avenida La Pata, Ste 100
11 San Clemente, CA 92673

12 Edward P. Sangster
13 Natalie E. Rainer
14 K. Taylor Yamahata
15 K&L Gates LLP
16 Four Embarcadero Center, Ste. 1200
17 San Francisco, CA 94111

18 And

19 For Espinoza:

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

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

26 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

27 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
28 which shall be deemed an original, and all of which, when taken together, shall constitute one and
the same document.

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

31 9.1 Espinoza agrees to comply with the requirements set forth in California Health &
32 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
33 Defendant agrees it shall support approval of such Motion.

1 9.2 This Consent Judgment shall not be effective until it is approved and entered by the
2 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
3 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
4 days, the case shall proceed on its normal course.

5 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an
6 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
7 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
8 its normal course on the trial court's calendar.

9 **10. MODIFICATION**

10 10.1 This Consent Judgment may be modified only by further stipulation of the Parties
11 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

12 **11. ATTORNEY'S FEES**

13 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
14 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

15 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
16 pursuant to law.

17 **12. RETENTION OF JURISDICTION**

18 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
19 Consent Judgment.

20 **13. AUTHORIZATION**

21 13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
22 respective Parties and have read, understood, and agree to all of the terms and conditions of this
23 document and certify that he or she is fully authorized by the Party he or she represents to execute
24 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
25 explicitly provided herein each Party is to bear its own fees and costs.

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AGREED TO:

AGREED TO:

Date: _____

Date: 4/20/2026
Signed by: _____

By: _____
GABRIEL ESPINOZA

By: Brian McDonell
B88DA5C477AC4A5...
Alohat, LLC d./b/a MELIN, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

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Date: _____

By: 
GABRIEL ESPINOZA

By: _____
Alohat, LLC d./b/a MELIN, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court