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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 GIBSON OVERSEAS, INC.,

15 Defendant.

Case No.: CGC-25-622552

CONSENT JUDGMENT

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: August 4, 2026

Hearing Time: 9:00 AM

Complaint Filed: February 19, 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 Gibson Overseas, Inc.
4 (“Gibson” or “Defendant”) with Espinoza and Defendant collectively referred to as the “Parties”
5 and each of them as a “Party.” Espinoza is an individual residing in California that seeks to promote
6 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating
7 hazardous substances contained in consumer products. Gibson is alleged to be a person in the course
8 of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

9 1.2 **Allegations and Representations.** Espinoza alleges that Defendant has exposed
10 individuals to lead from its sales of decorative ceramic mugs and butter dishes without providing a
11 clear and reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to
12 Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or
13 other reproductive harm.

14 1.3 **Notices of Violation/Action.**

15 1.3.1 On January 30, 2024, Espinoza served Gibson and various public
16 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
17 Safety Code §25249.7(d) (the “January Notice”), alleging that Defendant violated Proposition 65
18 for failing to warn consumers and customers that use of decorative ceramic mugs with floral and/or
19 plant/animal designs and dishes for holding food including butter expose users in California to lead.
20 No public enforcer has brought and is diligently prosecuting the claims alleged in the January
21 Notice.

22 1.3.2 On February 29, 2024, Espinoza served Walmart, Inc. (“Walmart”) and
23 various public enforcement agencies with documents entitled “60-Day Notice of Violation”
24 pursuant to Health & Safety Code §25249.7(d) (the “February Notice”), alleging that Walmart
25 violated Proposition 65 for failing to warn consumers and customers that use of *Wanda June Home*
26 decorative ceramic mugs by Miranda Lambert™ expose users in California to lead. No public
27 enforcer has brought and is diligently prosecuting the claims alleged in the February Notice.
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1 1.3.3 On August 23, 2024, Espinoza served Gibson and various public
2 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
3 Safety Code §25249.7(d) (the “August Notice”), alleging that Defendant violated Proposition 65
4 for failing to warn consumers and customers that use of *Wanda June Home* decorative ceramic
5 mugs by Miranda Lambert™ expose users in California to lead. No public enforcer has brought
6 and is diligently prosecuting the claims alleged in the August Notice.

7 1.3.4 The January Notice, February Notice, and August Notice are collectively
8 referred to herein as, the “Notices.”

9 1.3.5 On February 19, 2025, Espinoza filed a complaint (the “Complaint”) that
10 brought claims regarding allegations relating to decorative ceramic butter dishes with floral and/or
11 plant designs (the “Complaint”).

12 1.3.6 On February 27, 2025, Espinoza filed a first amended complaint (the
13 “FAC”). The FAC expanded the scope of claims from decorative ceramic butter dishes with floral
14 designs to also include decorative ceramic mugs with floral designs.

15 1.3.7 On May 27, 2025, Espinoza filed a second amended complaint (the “SAC”).
16 The SAC expanded the scope of claims from decorative ceramic mugs and butter dishes with floral
17 and/or plant designs to also include *Wanda June Home* decorative ceramic mugs by Miranda
18 Lambert™ as alleged in the Notices.

19 1.3.8 The Complaint, FAC, and SAC are collectively referred to herein as, the
20 “Action.”

21 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
22 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
23 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
24 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
25 of all claims which were or could have been raised in the Action based on the facts alleged therein
26 and in the Notice.

1 1.5 Defendant expressly denies all material allegations contained in Espinoza’s Notices
2 and Action and maintains that it has not violated Proposition 65 or any other law or legal duty.
3 Defendant expressly denies any liability for any of the claims asserted and the facts alleged in
4 Espinoza’s Notices and the Action. Nothing in this Consent Judgment shall be construed as an
5 admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance
6 with this Consent Judgment constitute or be construed as an admission by Defendant of any fact,
7 finding, conclusion, issue of law, or violation of law, all such being specifically denied by
8 Defendant. This Consent Judgment is the product of negotiation and compromise and is accepted
9 by the Parties solely for the purpose of settling, compromising, and resolving the issues in dispute
10 in this Action. This section shall not diminish or otherwise affect the obligations, responsibilities,
11 and duties of Defendant under this Consent Judgment.

12 **2. DEFINITIONS**

13 2.1 **Covered Products.** The term “Covered Products” means festive ceramic mugs and
14 butter dishes including *Pioneer Woman* butter dishes that incorporate and/or are decorated with,
15 in whole or in part, floral and/or plant designs, and *Wanda June Home* decorative ceramic mugs by
16 Miranda Lambert™ that are manufactured, distributed, shipped into California and offered for sale
17 in California by Gibson.

18 2.2 **Effective Date.** The term “Effective Date” means the date on which notice of entry
19 of this Consent Judgment is served upon Defendant.

20 2.3 **Compliance Date.** “Compliance Date” shall mean ninety days after the Effective
21 Date.

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


23 3.1 **Reformulation of Products.** Commencing on the Compliance Date, and continuing
24 thereafter, Products that Gibson directly manufactures, imports, distributes, sells, or offers for sale
25 in California shall either be: (a) reformulated Products pursuant to § 3.2, below; or (b) labeled with
26 a clear and reasonable exposure warning pursuant to §§ 3.3 - 3.4, below. For purposes of this
27 Settlement Agreement, a “Reformulated Product” is a Product that is in compliance with the
28

1 standard set forth in § 3.2, below. The warning requirement set forth in §§ 3.3 - 3.4 shall not apply
2 to any Reformulated Product.


3 **3.2 Reformulation Standard.** “Reformulated Products” shall mean Covered Products
4 that produce a wipe test result no higher than 1 microgram (µg) of lead when analyzed pursuant to
5 NIOSH method no. 9100.

6 **3.3 Clear and Reasonable Warning.** Commencing as of the Compliance Date, and
7 continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3 and 3.4
8 must be provided for all Products that Gibson manufactures, imports, distributes, sells, or offers for
9 sale in California that is not a Reformulated Product. There shall be no obligation for Gibson to
10 provide an exposure warning for Products that entered the stream of commerce prior to the
11 Compliance Date.¹ The warning shall consist of either the **Warning** or **Alternative Warning**
12 described in §§ 3.3(a) or (b), respectively:

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

14  **WARNING:** This product can expose you to chemicals including lead, which
15 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.

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

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

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

24 _____
25 ¹ Covered Products supplied to third parties by Defendant prior to the Compliance Date
26 that Defendant no longer has possession of and/or control of are exempt from the requirements of
27 Section 3 and shall be permitted to be sold through. Additionally, the injunctive requirements of
28 Section 3 shall not apply to Covered Products that are distributed or sold exclusively outside of
the State of California. Section 3 of this Consent Judgment shall only apply to Covered Products
sold in California. Defendant products distributed for sale, offered for sale, and/or sold outside the
state of California are not required to conform with Section 3 of this Agreement.

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

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

1 **3.5 Compliance with Warning Regulations.** The Parties agree that Gibson shall be
2 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
3 Settlement Agreement or by complying with warning regulations adopted by the State of
4 California’s OEHHA applicable to the Product and the exposure at issue.

5 **4. MONETARY TERMS**

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

10 4.1.1 Within thirty (30) days of the Effective Date, Gibson shall issue two
11 separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$5,250.00; and
12 to (b) “Gabriel Espinoza” in the amount of \$1,750.00. Payment owed to Espinoza pursuant to this
13 Section shall be delivered to the following payment address:

14 Evan J. Smith, Esquire
15 Brodsky Smith
16 Two Bala Plaza, Suite 805
17 Bala Cynwyd, PA 19004

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

20 For United States Postal Service Delivery:

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

26 For Non-United States Postal Service Delivery:

27 Mike Gyurics
28 Fiscal Operations Branch Chief
29 Office of Environmental Health Hazard Assessment
30 1001 I Street
31 Sacramento, CA 95814

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

1 4.2 **Attorneys' Fees.** Within thirty (30) days of the Effective Date, Gibson shall pay
2 \$78,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs
3 incurred as a result of investigating, bringing this matter to the attention of Gibson, litigating and
4 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
5 of Civil Procedure § 1021.5.

6 **5. RELEASE OF ALL CLAIMS**

7 5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza
8 acting on his own behalf, and on behalf of the public interest, and Gibson, and its parents,
9 shareholders, owners, members, directors, officers, managers, employees, representatives, agents,
10 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, affiliates, and each of
11 their predecessors, successors assigns and attorneys ("Defendant Releasees"), and all entities to or
12 from whom they acquire materials to produce Covered Products, including but not limited to
13 manufacturers and suppliers, and all entities to whom they directly or indirectly distribute or sell
14 Covered Products, including but not limited to manufacturers, suppliers, distributors, wholesalers,
15 customers, licensors, licensees, retailers, including but not limited to Walmart, Inc., The Pioneer
16 Woman, LLC, The TJX Companies, Inc., Martha Stewart Living Omnimedia, LP; Martha
17 Stewart Living Omnimedia, Inc., Gibson, and their parents, subsidiaries, and affiliates,
18 franchisees, and cooperative members ("Releasees"), of all claims for violations of Proposition 65
19 based on alleged exposure to lead from use of the Covered Products manufactured, distributed, or
20 sold through the Compliance Date. It is the Parties' intention that this Consent Judgment shall
21 have preclusive effect such that no other actions by private enforcers, whether purporting to act in
22 his, her, or its interests or the public interest shall be permitted to pursue and take any action with
23 respect to any violation of Proposition 65 based on exposure to lead from use of the Covered
24 Products that was alleged in the Complaint, or that could have been brought pursuant to the
25 Notice against Defendant and the Downstream Releasees ("Proposition 65 Claims"). Defendant's
26 compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65
27 by Defendant with regard to exposure to lead from use of the Covered Products.
28

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

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

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

25 **6. INTEGRATION**

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

1 **7. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the State of California
3 and apply within the State of California. In the event that Proposition 65 is repealed, or is otherwise
4 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event
5 the California Office of Health Hazard Assessment adopts a regulation or safe use determination,
6 or issues an interpretive guideline that exempts Covered Products from meeting the requirements
7 of Proposition 65; or if lead cases are permanently enjoined by a court of competent jurisdiction;
8 or if Proposition 65 is determined to be preempted by federal law or a burden on First Amendment
9 rights with respect to lead in Covered Products or Covered Products substantially similar to
10 Covered Products, then Gibson may seek relief from the injunctive obligations imposed by this
11 Consent Judgment to the extent any Covered Products are so affected by modifying the agreement
12 via the mechanisms set forth in Section 11.

13 **8. NOTICES**

14 8.1 Unless specified herein, all correspondence and notices required to be provided
15 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
16 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
17 by the other party at the following addresses:

18 For Defendant:

19 Hazel Ocampo
20 Greenberg Traurig, LLP
21 12830 El Camino Real, Suite 350
22 San Diego, CA 92130

23 And

24 For Espinoza:

25 Evan Smith
26 Brodsky Smith
27 9465 Wilshire Blvd., Ste. 300
28 Beverly Hills, CA 90212

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

1 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

2 9.1 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 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
6 **APPROVAL**

7 10.1 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 10.2 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 10.3 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 **11. MODIFICATION AND ENFORCEMENT**

19 11.1 This Consent Judgment may be modified from time to time by express written
20 agreement of the Parties to which any such modification would apply, with the approval of the
21 Court, or by an order of this Court upon motion and in accordance with law. Notwithstanding the
22 foregoing, if a California court enters judgment in the Action or another Proposition 65 enforcement
23 action over exposure to lead in Covered Products or products substantially similar to Covered
24 Products that imposes different injunctive relief than what is set forth in this Consent Judgment,
25 Defendant may seek to modify Section 3 of this Consent Judgment to conform with the injunctive
26 relief provided in such judgment. Plaintiff has a right to oppose any such modification, but agrees
27 he shall not withhold approval without good cause shown.
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1 11.2 Only Plaintiff may enforce the terms of this Consent Judgment. If a dispute arises
2 with respect to either Party's compliance with the terms of this Consent Judgment, the Parties shall
3 meet and confer in writing and endeavor to resolve the dispute in an amicable manner. No action
4 may be filed in the absence of such good faith attempt to resolve the dispute beforehand. Should an
5 exceedance of the reformulation standard in Section 3.1 be alleged, Defendant must be provided
6 with written notice and data supporting such allegation and at least sixty (60) days to address the
7 allegations before an enforcement motion may be filed. No violation of this Consent Judgment shall
8 be deemed to occur if Defendant demonstrates that its own testing of the Covered Product at issue
9 is in accordance with Section 3.1. In any action to enforce the terms of this Consent Judgment, the
10 prevailing party shall be entitled to its reasonable attorneys' fees and costs.

11 **12. ATTORNEY FEES**

12 12.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
13 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

14 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
15 pursuant to law.

16 **13. RETENTION OF JURISDICTION**

17 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
18 Consent Judgment.

19 **14. FORCE MAJEURE**

20 The inability of Gibson to comply with any deadline set forth in this Consent Judgment due to an
21 act of terrorism, fire, earthquake, civil disorders, war, or act of God or similar event that is
22 beyond the reasonable control of Gibson shall be grounds to move for modification of the
23 deadlines set forth in this Consent Judgment.

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15. AUTHORIZATION

15.1 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: May 05, 2020

By: _____
GABRIEL ESPINOZA

By: [Signature]
GIBSON OVERSEAS, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

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15. AUTHORIZATION


15.1 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: 6 / 16 / 26

Date: _____

By: 
GABRIEL ESPINOZA

By: _____
GIBSON OVERSEAS, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court