

1 Evan Smith (Bar No. SBN 242352)
2 BRODSKY SMITH
3 9465 Wilshire Blvd., Ste. 300
4 Beverly Hills, CA 90212
5 Tel: (877) 534-2590
6 Fax: (310) 247-0160

7 *Attorneys for Plaintiff*

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

11 GABRIEL ESPINOZA,

12 Plaintiff,

13 vs.

14 PETRAGEOUS DESIGNS, LIMITED,
15 CENTINELA FEED, INC.,

16 Defendants.

Case No.: CGC-25-621600

CONSENT JUDGMENT

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: December 11, 2025

Hearing Time: 9:00 AM

Complaint Filed: January 21, 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 Petrageous Designs,
4 Limited (“Petrageous” 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. Petrageous is alleged to be a
8 person 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 from its sales of *Petrageous Designs*® ceramic bowls, UPC # 844534016775
12 and UPC # 844534016683, without providing a clear and reasonable exposure warning pursuant to
13 Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of
14 California to cause cancer and birth defects or other reproductive harm.

15 **1.3 Notices of Violation/Action.**

16 **1.3.1** On August 29, 2024, Espinoza served Centinela Feed, Inc. (“Centinela”),
17 Petrageous, and various public enforcement agencies with documents entitled “60-Day Notice of
18 Violation” pursuant to Health & Safety Code §25249.7(d) (the “First August Notice”), alleging that
19 Defendant violated Proposition 65 for failing to warn consumers and customers that use of
20 Petrageous Designs ceramic bowls, UPC # 844534016775 exposes users in California to lead. No
21 public enforcer has brought and is diligently prosecuting the claims alleged in the First August
22 Notice.

23 **1.3.2** On August 29, 2024, Espinoza served Centinela, Petrageous, and various
24 public enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to
25 Health & Safety Code §25249.7(d) (the “Second August Notice”), alleging that Defendant violated
26 Proposition 65 for failing to warn consumers and customers that use of Petrageous Designs ceramic
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1 bowls, UPC # 844534016683 exposes users in California to lead. No public enforcer has brought
2 and is diligently prosecuting the claims alleged in the Second August Notice.¹

3 1.4 On January 21, 2025, Espinoza filed a complaint (the “Complaint” or “Action”).

4 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
5 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
6 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
7 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
8 of all claims which were or could have been raised in the Action based on the facts alleged therein
9 and in the Notices. Apart from enforcement of this Consent Judgment, nothing herein shall be
10 offered as evidence Petrageous is a “person in the course of doing business” and/or subject to
11 Proposition 65 or its implementing regulations.

12 1.6 Defendant denies the material allegations contained in Espinoza’s Notices and
13 Complaint and maintain that they have not violated Proposition 65 and/or are not subject to that
14 law. Nothing in this Consent Judgment shall be construed as an admission by Defendant of any
15 fact, finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment
16 constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of
17 law, or violation of law, such being specifically denied by Defendant. However, this section shall
18 not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under this
19 Consent Judgment.

20 **2. DEFINITIONS**

21 2.1 **Covered Products.** The term “Covered Products” means *Petrageous Designs®*
22 ceramic pet bowls, including but not limited to UPC # 844534016775 and UPC # 844534016683,
23 that are manufactured, distributed, shipped into California and offered for sale in California by
24 Petrageous.

25 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
26 entered as a Judgment of the Court.

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28 ¹ The First August Notice and Second August Notice are collectively referred to herein as, the “Notices.”

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

2 **3.1 Reformulation of Products.** Commencing within ninety (90) days after the
3 Effective Date, and continuing thereafter, Covered Products that Petrageous directly manufactures,
4 imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Products
5 pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to
6 §§ 3.3 - 3.4, below. For purposes of this Consent Judgment, a “Reformulated Product” is a Covered
7 Product that is in compliance with the standard set forth in § 3.2, below. The warning requirement
8 set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated Product.

9 **3.2 Reformulation Standard.** “Reformulated Products” shall mean Covered Products
10 that produce a wipe test result no higher than 1 microgram (µg) of lead when analyzed pursuant to
11 NIOSH method no. 9100.

12 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective
13 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
14 and 3.4 must be provided for those Covered Products that Petrageous manufactures, imports,
15 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be
16 no obligation for Petrageous to provide a warning for Covered Products that entered the stream of
17 commerce within 90 days after the Effective Date. The warning shall consist of either the **Warning**
18 or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

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

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

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

25 **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 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 Products does not use

1 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
2 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
3 to or printed on the Covered Products’ packaging or labeling, or on a placard, shelf tag, sign or
4 electronic device or automatic process only if such electronic device or automatic process provides
5 the **Warning** or **Alternative Warning** without the purchaser having to seek it out, provided that
6 the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with
7 other words, statements, or designs as to render it likely to be read and understood by an ordinary
8 individual under customary conditions of purchase or use. The **Warning** or **Alternative Warning**
9 provided by electronic device or automatic process does not apply to internet purchases, which is
10 subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be
11 contained in the same section of the packaging, labeling, or instruction booklet that states other
12 safety warnings, if any, concerning the use of the Products and shall be at least the same size as
13 those other safety warnings. If “consumer information,” as that term is defined in Title 27,
14 California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is
15 provided in a foreign language, Petrageous shall provide the **Warning** or **Alternative Warning** in
16 the foreign language in accordance with applicable warning regulations adopted by the State of
17 California’s Office of Environmental Health Hazard Assessment (“**OEHHA**”). An **Alternative**
18 **Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall be provided
19 in accordance with Title 27, California Code of Regulations, § 25603(b).

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

4 **3.5 Compliance with Warning Regulations.** The Parties agree that Petrageous shall
5 be deemed to be in compliance with this Consent Judgment by either adhering to § 3 of this Consent
6 Judgment or by complying with warning regulations adopted by the State of California's OEHHA
7 applicable to the Product and the exposure at issue.

8 **4. MONETARY TERMS**

9 **4.1 Civil Penalty.** Petrageous shall pay \$1,500.00 as a Civil Penalty pursuant to Health
10 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
11 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the
12 Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

13 **4.1.1** Within ten (10) days of the Effective Date, Petrageous shall issue two
14 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$1,125.00; and
15 to (b) "Gabriel Espinoza" in the amount of \$375.00. Payment owed to Espinoza pursuant to this
16 Section shall be delivered to the following payment address:

17 Evan J. Smith, Esquire
18 Brodsky Smith
19 Two Bala Plaza, Suite 805
20 Bala Cynwyd, PA 19004

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

23 For United States Postal Service Delivery:

24 Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
27 P.O. Box 4010
28 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

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

4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Petrageous shall pay \$20,000.00 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 Petrageous, litigating and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5.

5. RELEASE OF ALL CLAIMS

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

1 with Proposition 65 by Petrageous with regard to exposure to lead from use of the Covered
2 Products.

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

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

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

27 6. INTEGRATION

28 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
any and all prior negotiations and understandings related hereto shall be deemed to have been

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.

7. GOVERNING LAW

7.1 The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California.

8. NOTICES

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

For Petrageous:

Bao Vu
Stoel Rives LLP
1 Montgomery St., Ste. 3230
San Francisco, CA 94104

And

For Espinoza:

Evan Smith
Brodsky Smith
9465 Wilshire Blvd., Ste. 300
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.

9. COUNTERPARTS; FACSIMILE SIGNATURES

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

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

3 10.1 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 10.2 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 10.3 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 **11. MODIFICATION**

15 11.1 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 **12. ATTORNEY'S FEES**

18 12.1 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 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
21 pursuant to law.

22 **13. RETENTION OF JURISDICTION**

23 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

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