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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

9 GABRIEL ESPINOZA,

10 Plaintiff,

11 vs.

12 PARKS PROJECT, LLC, TILLY'S, INC.,
13 WORLD OF JEANS & TOPS DBA TILLYS,

14 Defendants.

Case No.: CGC-25-621956

CONSENT JUDGMENT

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: April 7, 2026

Hearing Time: 9:00 AM

Complaint Filed: January 30, 2025

Consolidated Case Nos.:

CGC-25-622596

16 EMA BELL,

17 Plaintiff,

18 vs.

19 PARKS PROJECT, LLC, TILLY'S, INC.,
20 WORLD OF JEANS & TOPS DBA TILLYS,

21 Defendants.

Case No. CGC-25-622596

1 **1. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between plaintiff Ema
3 Bell (“Bell”) and plaintiff Gabriel Espinoza (“Espinoza”) (collectively, “Plaintiffs” and each a
4 “Plaintiff”) acting on behalf of the public interest, and Parks Project, LLC (“Parks Project” or
5 “Defendant”) with Bell and Defendant collectively referred to as the “Parties” and each of them as
6 a “Party.” Bell and Espinoza are each an individual residing in California that seeks to promote
7 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating
8 hazardous substances contained in consumer products. Parks Project is alleged to be a person in the
9 course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et
10 seq.

11 **1.2 Allegations and Representations.** Plaintiffs allege that Defendant has exposed
12 individuals to lead from its sales of (a) Parks Project national parks mugs, (b) Parks Project Cali
13 Dreamin mugs, and (c) Parks Project Yellowstone road trip diner mugs without providing a clear
14 and reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to Proposition
15 65 as a chemical known to the State of California to cause cancer and birth defects or other
16 reproductive harm.

17 **1.3 Notices of Violation/Action.**

18 **1.3.1** On January 31, 2024, Espinoza served Parks Project and various public
19 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
20 Safety Code §25249.7(d) (the “January Notice”), alleging that Parks Project violated Proposition
21 65 for failing to warn consumers and customers that use of Parks Project national parks mugs
22 exposes users in California to lead. No public enforcer has brought and is diligently prosecuting
23 the claims alleged in the January Notice.

24 **1.3.2** On February 28, 2024, Bell served Parks Project and various public
25 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
26 Safety Code §25249.7(d) (the “February Notice”), alleging that Parks Project violated Proposition
27 65 for failing to warn consumers and customers that use of Parks Project Cali Dreamin mugs
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1 exposes users in California to lead. No public enforcer has brought and is diligently prosecuting
2 the claims alleged in the February Notice.

3 1.3.3 On September 26, 2024, Bell served Parks Project and various public
4 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
5 Safety Code §25249.7(d) (the “September Notice”), alleging that Parks Project violated Proposition
6 65 for failing to warn consumers and customers that use of Parks Project Yellowstone road trip
7 diner mugs exposes users in California to lead. No public enforcer has brought and is diligently
8 prosecuting the claims alleged in the September Notice.¹

9 1.3.4 On January 30, 2025, Espinoza filed a complaint in the Superior Court of
10 California, County of San Francisco, and docketed to Case No. CGC-25-621956 (the “First
11 Complaint”). The First Complaint brings claims regarding the allegations found in the January
12 Notice.

13 1.3.5 On February 21, 2025, Bell filed a complaint in the Superior Court of
14 California, County of San Francisco, and docketed to Case No. CGC-25-622596 (the “Second
15 Complaint”). The Second Complaint brings claims regarding the allegations found in the February
16 Notice.

17 1.3.6 On November 25, 2025, Plaintiffs filed a consolidated complaint to
18 consolidate the allegations found in the Notices (the “Consolidated Complaint” or “Consolidated
19 Action”). The Consolidated Complaint included the claims found in the September Notice.

20 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
21 jurisdiction over Defendant as to the allegations contained in the Consolidated Action filed in this
22 matter, that venue is proper in the County of San Francisco, and that this Court has jurisdiction to
23 approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding
24 resolution of all claims which were or could have been raised in the Consolidated Action based on
25 the facts alleged therein and in the Notices.

26
27 ¹ The January Notice, February Notice, and September Notice are collectively referred to herein
28 as, the “Notices.”

1 1.5 Defendant denies the material allegations contained in the Notices and Consolidated
2 Action 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 (a) Parks Project national
10 parks mugs, (b) Parks Project Cali Dreamin mugs, and (c) Parks Project Yellowstone road trip diner
11 mugs that are manufactured, distributed, shipped into California and offered for sale in California
12 by Parks Project.

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 Products.** Commencing within ninety (90) days after the
17 Effective Date, and continuing thereafter, Covered Products that Parks Project directly
18 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)
19 reformulated Products pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure
20 warning pursuant to §§ 3.3 - 3.4, below. For purposes of this Settlement Agreement, a
21 “Reformulated Product” is a Product that is in compliance with the standard set forth in § 3.2,
22 below. The warning requirement set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated
23 Product. Parks Project notes that it does not expect to sell the Covered Products again in California
24 in the future.

25 3.2 **Reformulation Standard.** “Reformulated Products” shall mean Products that
26 produce a wipe test result no higher than 1 microgram (μg) of lead when analyzed pursuant to
27 NIOSH method no. 9100.

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1 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective
2 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
3 and 3.4 must be provided for all Products that Parks Project manufacturers, imports, distributes,
4 sells, or offers for sale in California that is not a Reformulated Product. There shall be no obligation
5 for Parks Project to provide an exposure warning for Covered Products that entered the stream of
6 commerce within 90 days after the Effective Date. The warning shall consist of either the **Warning**
7 or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

9 ⚠ **WARNING:** This product can expose you to chemicals including lead, which
10 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.

11 (b) **Alternative Warning:** Parks Project may, but is not required to, use the
12 alternative short-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 Products does not use the color
18 yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the
19 height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed to or
20 printed on the Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device
21 or automatic process only if such electronic device or automatic process provides the **Warning** or
22 **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or
23 **Alternative Warning** is displayed with such conspicuousness, as compared with other words,
24 statements, or designs as to render it likely to be read and understood by an ordinary individual
25 under customary conditions of purchase or use. A **Warning** or **Alternative Warning** provided via
26 an electronic device or automatic process does not apply to internet purchases, which are subject to
27 the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in
28 the same section of the packaging, labeling, or instruction booklet that states other safety warnings,

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

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

23 **3.5 Compliance with Warning Regulations.** The Parties agree that Parks Project shall
24 be deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
25 Settlement Agreement or by complying with warning regulations adopted by the State of
26 California’s OEHHA applicable to the Product and the exposure at issue.
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1 **4. MONETARY TERMS**

2 4.1 **Civil Penalty.** Parks Project shall pay \$4,000.00 as a Civil Penalty pursuant to
3 Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health
4 & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of
5 the Civil Penalty remitted to Plaintiffs, as provided by California Health & Safety Code
6 § 25249.12(d).

7 4.1.1 Within ten (10) days of the Effective Date, Parks Project shall issue two
8 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$3,000.00; to (b)
9 "Ema Bell" in the amount of \$666.00; and to (c) "Gabriel Espinoza" in the amount of \$334.00.

10 Payment owed to Plaintiffs pursuant to this Section shall be delivered to the following payment
11 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.

1 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Parks Project shall pay
2 \$40,000.00 to Brodsky Smith as complete reimbursement for Plaintiffs' attorneys' fees and costs
3 incurred as a result of investigating, bringing this matter to the attention of Parks Project, litigating
4 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to
5 Code 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 Plaintiffs
8 acting on their own behalf, and on behalf of the public interest, and Parks Project, and its parents,
9 shareholders, members, directors, officers, managers, employees, representatives, agents,
10 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
11 predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they
12 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
13 suppliers, distributors, wholesalers, customers, licensors, licensees, retailers, including but not
14 limited to Tilly's, and their parents, subsidiaries, and affiliates, franchisees, and cooperative
15 members ("Downstream Releasees"), of all claims for violations of Proposition 65 based on
16 exposure to lead from use of the Covered Products manufactured, distributed, or sold by Parks
17 Project within 90 days after the Effective Date, as set forth in the Notices. It is the Parties' intention
18 that this Consent Judgment shall have preclusive effect such that no other actions by private
19 enforcers, whether purporting to act in his, her, or its interests or the public interest shall be
20 permitted to pursue and take any action with respect to any violation of Proposition 65 based on
21 exposure to lead from use of the Covered Products that was alleged in the Consolidated Action, or
22 that could have been brought pursuant to the Notices against Parks Project and the Downstream
23 Releasees ("Proposition 65 Claims"). Parks Project's compliance with the terms of this Consent
24 Judgment constitutes compliance with Proposition 65 by Parks Project with regard to exposure to
25 lead from use of the Covered Products.

1 5.2 In addition to the foregoing, Plaintiffs, on behalf of themselves, their past and
2 current agents, representatives, attorneys, and successors and assignees, and *not* in their
3 representative capacity, hereby waives all rights to institute or participate in, directly or indirectly,
4 any form of legal action and releases Parks Project, Defendant Releasees, and Downstream
5 Releasees from any and all manner of actions, causes of action, claims, demands, rights, suits,
6 obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs,
7 expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed
8 or contingent, now or in the future, with respect to any alleged violations of Proposition 65 related
9 to or arising from Covered Products manufactured, distributed, or sold by Parks Project, Defendant
10 Releasees or Downstream Releasees. With respect to the foregoing waivers and releases in this
11 paragraph, Plaintiffs hereby specifically waives any and all rights and benefits which they now
12 have, or in the future may have, conferred by virtue of the provisions of § 1542 of the California
13 Civil 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 Parks Project waives any and all claims against Plaintiffs, their 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 Plaintiffs and their 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 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
3 California and apply within the State of California.

4 **8. NOTICES**

5 8.1 Unless specified herein, all correspondence and notices required to be provided
6 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
7 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
8 by the other party at the following addresses:

9 For Defendant:

10 Michael Hambly
11 The Food Lawyers
12 1880 Century Park E., Ste. 611
13 Los Angeles, CA 90067

14 And

15 For Plaintiffs:

16 Evan Smith
17 Brodsky Smith
18 9465 Wilshire Blvd., Ste. 300
19 Beverly Hills, CA 90212

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

22 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

23 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
24 which shall be deemed an original, and all of which, when taken together, shall constitute one and
25 the same document.
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1 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
2 **APPROVAL**

3 10.1 Plaintiffs agree 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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14. **AUTHORIZATION**

14.1 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.

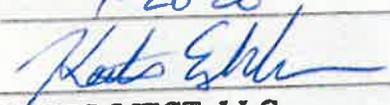
AGREED TO:

AGREED TO:

Date: _____

Date: 1-28-26

By: _____

By: 

EMA BELL

PARKS PROJECT, LLC
By Keith Eshelman, CEO

AGREED TO:

Date: _____

By: _____

GABRIEL ESPINOZA

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

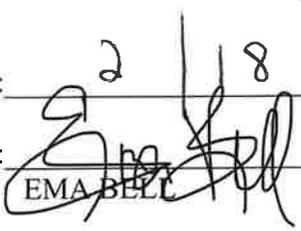
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14. AUTHORIZATION

14.1 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: 2/18/26
By: 
EMABELL

Date: _____
By: _____
PARKS PROJECT, LLC
By Keith Eshelman, CEO

AGREED TO:

Date: _____
By: _____
GABRIEL ESPINOZA

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____ Judge of Superior Court

1 **14. AUTHORIZATION**

2 14.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

AGREED TO:

8
9 Date: _____

Date: _____

10 By: _____

By: _____

11 EMA BELL

PARKS PROJECT, LLC
By Keith Eshelman, CEO

12 **AGREED TO:**

13
14 Date: 2 | 18 | 26

15 By: _____

16 GABRIEL ESPINOZA

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

20
21 Dated: _____

Judge of Superior Court