

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 COASTAL PET PRODUCTS, INC.,
15 KAHOOTTS, INC.,
16 Defendants.

Case No.: CGC-25-629236

CONSENT JUDGMENT

Judge: Joseph M. Quinn
Dept.: 302
Hearing Date: March 30, 2026
Hearing Time: 9:00 AM
Complaint Filed: September 17, 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 Coastal Pet Products,
4 Inc. (“Coastal Pet Products” or “Defendant”) with Espinoza and Defendant collectively referred to
5 as the “Parties” and each of them as a “Party.” Espinoza is an individual residing in California that
6 seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing
7 or eliminating hazardous substances contained in consumer products. Coastal Pet Products is
8 alleged to be a person in the course of doing business for purposes of Proposition 65, Cal. Health
9 & Safety Code §§ 25249.6 et seq.

10 **1.2 Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to di(2-ethylhexyl) phthalate (“DEHP”) from its sales of its braided rope dogleashes
12 without providing a clear and reasonable exposure warning pursuant to Proposition 65. DEHP is
13 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and
14 birth defects or other reproductive harm.

15 **1.3 Notice of Violation/Action.** On March 26, 2025, Espinoza served Kahoots, Inc.
16 (“Kahoots”), Coastal Pet Products, and various public enforcement agencies with documents
17 entitled “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d) (the
18 “Notice”), alleging that Defendant violated Proposition 65 for failing to warn consumers and
19 customers that use of Coastal Pet Products braided rope dog leashes expose users in California to
20 DEHP. No public enforcer has brought and is diligently prosecuting the claims alleged in the
21 Notice. On September 17, 2025, Espinoza filed a complaint (the “Complaint” or “Action”).

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.
28

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 Coastal Pet Products
10 braided rope dog leashes that are manufactured, distributed, shipped into California and offered for
11 sale in California by Coastal Pet Products that allegedly expose users to DEHP. Covered Products
12 include those sold directly to consumers and/or customers by Coastal Pet Products, and also include
13 those Covered Products ultimately sold to consumers and/or customers through third-party retail
14 sellers including, but not limited to, Kahoots.

15 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
16 entered as a Judgment of the Court.

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

18 3.1 **Reformulation of Covered Products.** Commencing within ninety (90) days after
19 the Effective Date, and continuing thereafter, Covered Products that Coastal Pet Products directly
20 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)
21 Reformulated Products pursuant to § 3.2, below; or (b) be labeled with a clear and reasonable
22 exposure warning pursuant to §§ 3.3 and 3.4, below. For purposes of this Consent Judgment, a
23 “Reformulated Product” is a Covered Product that is in compliance with the standard set forth in §
24 3.2 below. The warning requirement set forth in §§ 3.3 and 3.4 shall not apply to any Reformulated
25 Product.

26 3.2 **Reformulation Standard.** “Reformulated Products” shall mean Covered Products
27 that contain concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of DEHP
28

1 when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A
2 and 8270C or other methodology utilized by federal or state government agencies for the purpose
3 of determining the phthalate content in a solid substance.

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

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

12 ⚠ **WARNING:** This product can expose you to chemicals including di(2-
13 ethylhexyl) phthalate (DEHP), which is known to the State of California to cause
14 cancer and birth defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov.

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

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

18 **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 must print the word
19 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
20 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
21 triangle with a black outline, except that if the sign or label for the Covered Product does not use
22 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
23 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
24 to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or
25 electronic device or automatic process only if such electronic device or automatic process provides
26 the **Warning** or **Alternative Warning** without the purchaser having to seek it out, providing that
27 the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with
28 other words, statements, or designs as to render it likely to be read and understood by an ordinary

1 individual under customary conditions of purchase or use. A **Warning** or **Alternative Warning**
2 provided via an electronic device or automatic process does not apply to internet purchases, which
3 are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be
4 contained in the same section of the packaging, labeling, or instruction booklet that states other
5 safety warnings, if any, concerning the use of the Covered Product and shall be at least the same
6 size as those other safety warnings. If “consumer information,” as that term is defined in Title 27,
7 California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is
8 provided in a foreign language, Coastal Pet Products shall provide the **Warning** or **Alternative**
9 **Warning** in the foreign language in accordance with applicable warning regulations adopted by
10 the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”). An
11 **Alternative Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall
12 be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

13 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product’s
14 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where
15 Coastal Pet Products offers Products for sale to consumers in California. The requirements of this
16 Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink
17 using the word “**WARNING**,” appears on the product display page, or by otherwise prominently
18 displaying the warning to the purchaser prior to completing the purchase. To comply with this
19 Section, Coastal Pet Products shall (a) post the **Warning** or **Alternative Warning** on its own
20 website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b)
21 if it does not have the ability to post the **Warning** or **Alternative Warning** on the websites of its
22 third-party internet sellers, provide such sellers with written notice in accordance with Title 27,
23 California Code of Regulations, § 25600.2. Third-party internet sellers of the Covered Product that
24 have been provided with written notice in accordance with Title 27, California Code of Regulations,
25
26
27
28

1 § 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning
2 requirements herein.

3 3.5 **Compliance with Warning Regulations.** Defendant shall be deemed to be in
4 compliance with this Consent Judgment by either adhering to §§ 3.3 and 3.4 of this Consent
5 Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered
6 Product and exposures at issue.

7 **4. MONETARY TERMS**

8 4.1 **Civil Penalty.** Coastal Pet Products shall pay \$2,000.00 as a Civil Penalty pursuant
9 to Health and Safety Code section 25249.7(b), to be apportioned in accordance with California
10 Health & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining
11 25% of the Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code
12 § 25249.12(d).

13 4.1.1 Within ten (10) days of the Effective Date, Coastal Pet Products shall issue
14 two separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$1,500.00;
15 and to (b) “Gabriel Espinoza” in the amount of \$500.00. Payment owed to Espinoza pursuant to
16 this Section shall be delivered to the following payment address:

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

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

22 For United States Postal Service Delivery:

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

26 For Non-United States Postal Service Delivery:

27 Mike Gyurics
28 Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment

1 1001 I Street
2 Sacramento, CA 95814

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

5 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Coastal Pet Products
6 shall pay \$27,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees
7 and costs incurred as a result of investigating, bringing this matter to the attention of Coastal Pet
8 Products, litigating and negotiating and obtaining judicial approval of a settlement in the public
9 interest, pursuant to Code of Civil Procedure § 1021.5.

10 **5. RELEASE OF ALL CLAIMS**

11 5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza
12 acting on his own behalf, and on behalf of the public interest, and Coastal Pet Products, and its
13 parents, shareholders, members, directors, officers, managers, employees, representatives, agents,
14 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
15 predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they
16 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
17 suppliers, distributors, wholesalers, customers, licensors, licensees retailers, including but not
18 limited to Kahoots, its parents, subsidiaries, and affiliates, franchisees, and cooperative members
19 ("Downstream Releasees"), of all claims for violations of Proposition 65 based on exposure to
20 DEHP from use of the Covered Products manufactured, distributed, or sold by Coastal Pet Products
21 within 90 days after the Effective Date as set forth in the Notice. It is the Parties' intention that this
22 Consent Judgment shall have preclusive effect such that no other actions by private enforcers,
23 whether purporting to act in his, her, or its interests or the public interest shall be permitted to
24 pursue and take any action with respect to any violation of Proposition 65 based on exposure to
25 DEHP from use of the Covered Products that was alleged in the Complaint, or that could have been
26 brought pursuant to the Notice against Coastal Pet Products and the Downstream Releasees
27 ("Proposition 65 Claims"). Coastal Pet Products' compliance with the terms of this Consent
28

1 Judgment constitutes compliance with Proposition 65 by Coastal Pet Products with regard to
2 exposure to DEHP from use of the Covered 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 Coastal Pet Products, Defendant Releasees, and Downstream Releasees
7 from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations,
8 debts, 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 Coastal Pet Products, Defendant
12 Releasees or Downstream Releasees. With respect to the foregoing waivers and releases in this
13 paragraph, Espinoza hereby specifically waives any and all rights and benefits which he now has,
14 or in the future may have, conferred by virtue of the provisions of § 1542 of the California Civil
15 Code, which 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 Coastal Pet Products waives any and all claims against Espinoza, his attorneys and
23 other representatives, for any and all actions taken, or statements made (or those that could have
24 been taken or made) by Espinoza and his attorneys and other representatives, whether in the course
25 of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
26 and with respect to Covered Products.
27
28

1 **6. INTEGRATION**

2 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
3 any and all prior negotiations and understandings related hereto shall be deemed to have been
4 merged within it. No representations or terms of agreement other than those contained herein exist
5 or have been made by any Party with respect to the other Party or the subject matter hereof.

6 **7. NOTICES**

7 7.1 Unless specified herein, all correspondence and notices required to be provided
8 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
9 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
10 by the other party at the following addresses:

11 For Defendant:

12 Christopher P. Ridout
13 Rose, Klein & Marias LLP
14 801 S. Grand Ave., 11th Fl.
15 Los Angeles, CA 90017

16 And

17 For Espinoza:

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

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

24 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

25 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
26 which shall be deemed an original, and all of which, when taken together, shall constitute one and
27 the same document.
28

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

3 9.1 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 9.2 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 9.3 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 **10. MODIFICATION**

15 10.1 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 **11. ATTORNEY'S FEES**

18 11.1 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 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
21 pursuant to law.

22 **12. RETENTION OF JURISDICTION**

23 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13. AUTHORIZATION

13.1 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: 1.30.2026

By: _____
GABRIEL ESPINOZA

By:  _____
COASTAL PET PRODUCTS, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13. AUTHORIZATION

13.1 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 | 9 | 26

Date: _____

By:  _____
GABRIEL ESPINOZA

By: _____
COASTAL PET PRODUCTS, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court