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

*Attorneys for Plaintiff*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

GABRIEL ESPINOZA,  
  
Plaintiff,  
  
v.  
  
WILSON SPORTING GOODS CO., DICK'S  
SPORTING GOODS, INC.,  
  
Defendants.

Case No.: CGC-25-628489  
  
**[PROPOSED] SETTLEMENT,  
RELEASE AND CONSENT  
JUDGMENT**  
  
Judge: Christine Van Aken  
Dept.: 301  
Hearing Date: June 22, 2026  
Hearing Time: 9:00 AM  
Complaint Filed: August 25, 2025

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**1. INTRODUCTION**

1.1 **The Parties.** This Settlement, Release, and Consent Judgment (hereafter, the “Settlement”) is entered into by and between Gabriel Espinoza acting on behalf of the public interest (hereinafter “Espinoza”) and Wilson Sporting Goods Co. (“Defendant”) with Espinoza and Defendant collectively referred to as the “Parties” and each of them as a “Party.” Espinoza is an individual residing in California that seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products. Defendant is alleged to be a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

1.2 **Allegations and Representations.** Espinoza alleges that Defendant has exposed individuals to diisononyl phthalate (DINP) from its sales of Defendant's plier grips without providing a clear and reasonable exposure warning pursuant to Proposition 65. DINP is listed under Proposition 65 as a chemical known to the State of California to cause cancer.

1.3 **No Admission of Liability:** Defendant denies the material allegations contained in Espinoza’s Notice and Complaint and maintains that it has not violated Proposition 65. This Settlement shall not be construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under this Settlement.

1.4 **Notice of Violation/Complaint.** On May 1, 2025, Espinoza served Defendant, Dick’s Sporting Goods, Inc. (“Defendant’s Reseller”), and various public enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that Defendant violated Proposition 65 for failing to warn consumers and customers that use of Defendant plier grips expose users in California to DINP. On August 25, 2025, Espinoza filed a complaint (the “Complaint” or “Action”).

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2 1.5 For purposes of this Settlement only, the Parties stipulate that this Court has  
3 jurisdiction over Defendant as to the allegations contained in the Complaint filed in this matter, that  
4 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,  
5 enter, and oversee the enforcement of this Settlement as a full and final binding resolution of all  
6 claims which were or could have been raised in the Complaint based on the facts alleged therein  
7 and/or in the Notice.

8 **2. DEFINITIONS**

9 2.1 **Covered Products.** The term “Covered Products” means Defendant's plier grips  
10 that are manufactured, distributed, shipped into California and offered for sale in California,  
11 including without limitations sales made by Defendant or Defendant’s Reseller, that were the  
12 subject of Espinoza’s Notice of May 1, 2025.

13 2.2 **Reformulated Products.** The term “Reformulated Products” shall mean Covered  
14 Products that contain concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of  
15 DINP when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies  
16 3580A and 8270C or other methodology utilized by federal or state government agencies for the  
17 purpose of determining the phthalate content in a solid substance.

18 2.3 **Effective Date.** The term “Effective Date” means the date this Settlement is entered  
19 as a judgment by the Court.

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

21 3.1 **Reformulation of Covered Products.** Commencing within ninety (90) days after  
22 the Effective Date, and continuing thereafter, Covered Products that Defendant directly  
23 manufactures, imports, distributes, sells, or offers for sale in California shall either: (a) be  
24 Reformulated Products pursuant to § 3.2, below; or (b) be labeled with a clear and reasonable  
25 exposure warning pursuant to §§ 3.3 and 3.4, below.

26 The warning requirement set forth in §§ 3.3 and 3.4 shall not apply to any Reformulated  
27 Product. For clarity, a Reformulated Product is a Covered Product that is in compliance with the  
28 standard set forth in § 3.2 below.

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2           **3.2 Reformulation Standard.** Reformulated Products shall contain concentrations less  
3 than or equal to 0.1% (1,000 parts per million (ppm)) of DINP when analyzed pursuant to U.S.  
4 Environmental Protection Agency testing methodologies 3580A and 8270C or other methodology  
5 utilized by federal or state government agencies for the purpose of determining the phthalate  
6 content in a solid substance.

7           **3.3 Clear and Reasonable Warning.** As an alternative to Section 3.2, Defendant may  
8 provide a clear and reasonable exposure warning as set forth in this §§ 3.3 and 3.4 for all Covered  
9 Products that it manufacturers, imports, distributes, sells, or offers for sale in California after the  
10 date of this Settlement that are not Reformulated Products. There shall be no obligation for  
11 Defendant to provide a warning for Covered Products that entered the stream of commerce prior to  
12 the date this Settlement is signed by both Parties. The warning shall consist of either the **Warning**  
13 or **Alternative Warning** described in §§ 3.3(a) or (b), below, respectively:

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

15           ⚠ **WARNING:** This product can expose you to chemicals including diisononyl  
16 phthalate (DINP), which is known to the State of California to cause cancer. For  
17 more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

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

20           ⚠ **WARNING:** Cancer - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

21           **3.4** A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word  
22 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to  
23 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral  
24 triangle with a black outline, except that if the sign or label for the Covered Product does not use  
25 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller  
26 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed  
27 to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or  
28 electronic device or automatic process, providing that the warning is displayed with such  
conspicuousness, as compared with other words, statements, or designs as to render it likely to be

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2 read and understood by an ordinary individual under customary conditions of purchase or use. A  
3 **Warning** or **Alternative Warning** for internet purchases must comply with the provisions of  
4 Section 25602(b). A **Warning** or **Alternative Warning** may be contained in the same section of  
5 the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning  
6 the use of the Covered Product and shall be at least the same size as those other safety warnings.  
7 To the extent Defendant uses an **Alternative Warning** on a Covered Product manufactured and  
8 labeled after January 1, 2028, such **Alternative Warning** shall be provided in accordance with  
9 Title 27, California Code of Regulations, § 25603(b). If “consumer information,” as that term is  
10 defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from  
11 time to time, is provided on or in connection with a Covered Product in a foreign language, Wilson  
12 shall provide the **Warning** or **Alternative Warning** in the foreign language in accordance with  
13 applicable warning regulations adopted by OEHHA.

14 Defendant has taken appropriate steps to ensure Covered Product(s) will not be offered for  
15 sale online, therefore affixing the Warning or Alternative Warning to the Covered Product’s  
16 packaging or labeling is sufficient to satisfy this Section. However, if Defendant elects to sell  
17 Covered Products online in the future, Defendant shall post the **Warning** or **Alternative Warning**  
18 on its own website and shall provide its third-party internet sellers with written notice in accordance  
19 with Title 27, California Code of Regulations, Section 25600.2(b) and (c).

20 **3.5 Compliance with Warning Regulations.** Regarding any future sales of Covered  
21 Products, Defendant shall be deemed to be in compliance with this Settlement by either adhering  
22 to §§ 3.3 and 3.4 or by complying with warning requirements adopted by the State of California’s  
23 Office of Environmental Health Hazard Assessment (“OEHHA”) applicable to the Covered  
24 Product and the exposures at issue after the Effective Date.

25 **4. MONETARY TERMS**

26 Defendant shall make a one-time settlement payment of Twenty-One Thousand Five  
27 Hundred Dollars (\$21,500.00) (the “Settlement Payment”). The Settlement Payment shall be sub-  
28 divided pursuant to Sections 4.1 and 4.2, as follows:

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

7                     4.1.1    Within twenty-one (21) days of the Effective Date and receipt of a  
8 completed IRS Form W9 from Brodsky Smith, Defendant shall issue two separate checks for the  
9 Civil Penalty payment to (a) “OEHHA” in the amount of \$1,500.00; and to (b) “Gabriel  
10 Espinoza” in the amount of \$500.00. Payment owed to Espinoza pursuant to this Section shall be  
11 delivered to the following payment 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.

27           4.2     **Attorneys’ Fees.** Within ten (10) days of the Effective Date and receipt of a  
28 completed IRS Form W9, Defendant shall pay \$19,500.00 to Brodsky Smith as complete

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2 reimbursement for Espinoza’s attorneys’ fees and costs incurred as a result of investigating,  
3 bringing this matter to Defendant attention, litigating and negotiating and obtaining judicial  
4 approval of a settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5. This  
5 payment shall be made by check payable to the address set forth in 4.1.1.

6           4.3   **No Additional Payments Due.** The payments identified above are the only  
7 payments due under the terms of this agreement. Defendant shall not be responsible for any  
8 additional remittances (including remittances to OEHHA beyond those identified above) or tax  
9 liabilities incurred by Espinoza in connection with this agreement.

10   **5.    RELEASE OF ALL CLAIMS**

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

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

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

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

26     **6.     INTEGRATION**

27           6.1     This Settlement contains the sole and entire agreement of the Parties and all prior  
28 negotiations and understandings related hereto shall be deemed to have been merged within it. No

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2 representations or terms of agreement other than those contained herein exist or have been made  
3 by any Party with respect to the other Party or the subject matter hereof.

4 **7. GOVERNING LAW**

5 7.1 The terms of this Settlement shall be governed by the laws of the State of California  
6 and apply within the State of California.

7 7.2 In the event the State of California adopts a different definition or method for  
8 determining exposure to DINP for purposes of Proposition 65, the Parties will meet and confer in  
9 good faith on conforming modifications to this Consent Judgment. If the Parties are unable to reach  
10 agreement, either Party may move the Court to modify the Consent Judgment.

11 **8. NOTICES**

12 8.1 Unless specified herein, all correspondence and notices required to be provided  
13 pursuant to this Settlement shall be in writing and personally delivered or sent by: (i) first-class,  
14 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the  
15 other party at the following addresses:

16 For Defendant:

17 Daniel S. Hurwitz  
18 Wilson Elser Moskowitz Edelman & Dicker LLP  
19 555 S. Flower Street - Suite 2900  
Los Angeles, CA 90071-2407

20 With electronic copy to:

21 Oliver Yang  
22 Yang Law, LLC  
23 ody@yang.law

24 And

25 For Espinoza:

26 Evan Smith  
27 Brodsky & Smith  
28 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.

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**9. COUNTERPARTS; FACSIMILE SIGNATURES**

9.1 This Settlement 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.

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

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

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

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

**11. MODIFICATION**

11.1 This Settlement may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

**12. ATTORNEY'S FEES**

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

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

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**13. RETENTION OF JURISDICTION**

13.1 This Court shall retain jurisdiction of this matter to implement or modify the relief of Section 3.

**14. AUTHORIZATION**

14.1 The undersigned are authorized to execute this Settlement, Release, and 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 Settlement, Release, and 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: 5 / 15 / 26

By: \_\_\_\_\_  
GABRIEL ESPINOZA

By:  \_\_\_\_\_  
WILSON SPORTING GOODS CO.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court

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**AGREED TO:**

**AGREED TO:**

Date: 5 / 15 / 26

Date: \_\_\_\_\_

By:   
GABRIEL ESPINOZA

By: \_\_\_\_\_  
WILSON SPORTING GOODS CO.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court