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Attorneys for Plaintiff
ANTHONY FERREIRO

FILED
Superior Court of California
County of Alameda

06/29/2023

Clad Filke, Executive Officer / Clerk of the Court

By: *[Signature]* Deputy
B. Mercado

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

ANTHONY FERREIRO,

Plaintiff,

v.

WALMART, INC.,

Defendant.

Case No.: HG19043144

**STIPULATION TO AMEND
CONSENT JUDGMENT**

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STIPULATION TO AMEND CONSENT JUDGMENT

WHEREAS on April 20, 2023, the Court entered a Consent Judgment in this action (the “Consent Judgment”);

WHEREAS shortly thereafter the Attorney General’s office contacted counsel for Plaintiff regarding the language located in Section 5.1 of the Consent Judgment;

WHEREAS Section 13.1 of the Consent Judgment states that, “[t]his Consent Judgment 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”; and

WHEREAS after consulting with the Attorney General’s office, the parties have agreed to make one edit to the Consent Judgment which the Attorney General’s office has advised is acceptable;

NOW THEREFORE THE PARTIES STIPULATE AS FOLLOWS:

The following sentence in Section 5.1 of the Consent Judgment is deemed removed from the Consent Judgment:

This release includes, without limitation, any such actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, fees of attorneys, experts, and others) of any nature whatsoever, whether known or unknown, fixed or contingent, asserted for, that could have been asserted for, or that arise out of alleged exposures to DINP from Covered Products sold, manufactured or distributed (or website hosting relating to the same) by any Released Party in California prior to the Effective Date (or the alleged failure of any Released Party to provide clear, accurate and reasonable warnings) under Proposition 65, Business and Professions Code § 17200 *et seq.*, or any other applicable law about exposure to DINP, but not including claims to enforce this Settlement Agreement.

and that removed sentence is deemed replaced with the following sentence:

This release includes, without limitation, any such actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, fees of attorneys, experts, and others) relating to the alleged failure by any Released Party to provide clear and reasonable warnings under Proposition 65 for exposure to DINP

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for products sold, manufactured or distributed prior to the Effective Date.

The Consent Judgment shall in all other respects remain unaltered.

AGREED TO:

AGREED TO:

Date: June 28, 2023 *(initials)*

Date: June 20, 2023

By: ~~/s/ Evan Smith (with permission)~~ *(signature)*

By: *(signature)*

Evan Smith
Brodsky & Smith, LLC
Attorneys for and Authorized Signatory for
ANTHONY FERREIRO

Jeffrey Goldman
Troutman Pepper Hamilton Sanders, LLP,
Attorneys for and Authorized Signatory for
WALMART INC.

IT IS SO ORDERED:

Dated: 06/29/2023

(signature)

Judge of Superior Court

Jeffrey Brand / Judge