



FILED
San Francisco County Superior Court

AUG 13 2026

CLERK OF THE COURT

BY:

Edmund J. [Signature]

Deputy Clerk

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Counsel for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

ATHLETA LLC, *et al.*,

Defendant.

Case No. CGC-23-604604

Assigned for all purposes to: Judge Ethan
P. Schulman, Dept. 304

[Signature]
**[PROPOSED] CONSENT
JUDGMENT AS TO AMAZON.COM,
INC. AND AMAZON.COM
SERVICES LLC**

1. INTRODUCTION

1.1 The parties to this Consent Judgment (“Parties”) are Plaintiff the Center for Environmental Health (“CEH”) and Defendants Amazon.com, Inc. and Amazon.com Services LLC (“Amazon”),¹ with CEH and Amazon each referred to individually as a “Party” and collectively as the “Parties.”

1.2 CEH alleges that Amazon manufactures, distributes, and/or sells sports bras and leggings made primarily of polyester with spandex/elastane in the State of California (or have done so in the past) and that those sports bras and leggings contain Bisphenol A (“BPA”). The products at issue in this Consent Judgment are sold by Amazon on amazon.com.

1.3 On June 28, 2023, CEH served a 60-Day Notice of Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*) (“Notice”) on Amazon, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in the State of California with a population greater than 750,000. The Notice alleges violations of Proposition 65 with respect to the presence of BPA in sports bras and leggings made with polyester and spandex/elastane.

1.4 On February 9, 2023, CEH filed the original complaint in the above-captioned action against other defendants (the “Action”). On October 13, 2023, CEH filed the first amended complaint (the “Complaint”) in the Action, adding Amazon as a defendant.

1.5 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the Complaint’s allegations against Amazon and personal jurisdiction over Amazon as to the acts alleged; (ii) venue is proper in the County of San Francisco; and (iii) this Court has jurisdiction to enter this Consent Judgment.

1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,

¹ Erroneously sued as Amazon.com Services, Inc.

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2 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
3 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
4 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
5 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
6 this action.

7 **2. DEFINITIONS**

8 2.1 "BPA Threshold" means a concentration of 200 parts per billion BPA for
9 Covered Sports Bras and a concentration of 50 parts per billion BPA for Covered Leggings.

10 2.2 "Covered Sports Bras" means Amazon-brand sports bras made primarily (more
11 than 70%) of polyester with some spandex/elastane that are sold in the amazon.com online store by
12 Amazon to customers with California shipping addresses.

13 2.3 "Covered Leggings" means Amazon-brand leggings made primarily (more than
14 70%) of polyester with some spandex/elastane that are sold in the amazon.com online store by
15 Amazon to customers with California shipping addresses.

16 2.4 "Covered Products" means and refers to Covered Sports Bras and Covered
17 Leggings collectively.

18 2.5 "Effective Date" means the date on which this Consent Judgment is entered by
19 the Court.

20 2.6 "Other Bisphenols" means Bisphenol AF (BPAF), Bisphenol AP (BPAP),
21 Bisphenol B (BPB), Bisphenol E (BPE), Bisphenol F (BPF), Bisphenol P (BPP), Bisphenol S
22 (BPS), and Bisphenol Z (BPZ).

23 2.7 "Revised BPA Threshold" means the highest BPA concentration thresholds for
24 sports bras made primarily with polyester and some spandex/elastane or leggings made primarily
25 with polyester and some spandex/elastane that are allowed and memorialized in any judgment
26 entered in this action with any other defendant(s), if higher than the BPA Threshold.

27 2.8 "Test Protocol" means the method for measuring total BPA content set forth in
28 Exhibit A.

2.9 “Conclusion of the Action” means the point at which either judgment or a dismissal has been entered as to all defendants named in the Action.

3. INJUNCTIVE RELIEF

3.1 Clear and Reasonable Online Warnings.

3.1.1 Commencing thirty (30) days after the Effective Date, for any Covered Products that contain BPA above the BPA Threshold as measured by the Test Protocol, Amazon will either: (a) provide a clear and reasonable warning pursuant to Section 3.1.2; or (b) cease offering the Covered Product for sale in California on amazon.com.

3.1.2 During the period commencing thirty (30) days after the Effective Date up until the Reformulation Date, the warnings required by this Section shall be provided on the detail pages for the Covered Products on amazon.com in a conspicuous and prominent manner such that they will be likely to be read or seen by the consumer prior to or at the time of the sale or purchase. The Parties agree that placement of the following warning set forth below (or any warning applicable to the product and chemical at issue expressly authorized by Article 6 of Title 27 of the California Code of Regulations), or a clearly marked hyperlink to such warnings using the word “WARNING” is a clear and reasonable warning and shall constitute compliance by Amazon with Proposition 65 with respect to any Covered Products through the Reformulation Date:



WARNING: This product can expose you to chemicals including Bisphenol A (“BPA”) which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be preceded by the yellow warning triangle symbol depicted above, provided however that the symbol may be printed in black and white if the Covered Product label is produced without using the color yellow. To the extent that the product information for any of the Covered Products appears in a foreign language, the Proposition 65 warning shall appear in the same foreign language.

3.1.3 The Parties agree that placement of the Section 3.1.2 warnings set forth above shall constitute compliance by Amazon with Proposition 65 with respect to any Covered Products through the Reformulation Date.

3.2 Injunctive Relief Following Reformulation Date.

3.2.1 **Reformulation.** Within eighteen (18) months of the Conclusion of the Action (the "Reformulation Date"), Amazon may, in its sole discretion, choose to require its vendors to reformulate the Covered Products so that they contain BPA in quantities below the higher of the BPA Threshold or Revised BPA Threshold, as measured by the Test Protocol. If Amazon requires reformulation of the Covered Products so that they contain BPA in quantities below the BPA Threshold or Revised BPA Threshold, as measured by the Test Protocol, Amazon will no longer be required to comply with Section 3.1 by providing clear and reasonable online or other warnings, or ceasing offering the Covered Products for sale in California on amazon.com.

3.2.2 **Additional Warnings.** In the event that the Covered Products are not reformulated on or before the Reformulation Date pursuant to Section 3.2.1, Amazon will, in addition to providing online warnings pursuant to Section 3.1, require its vendors to provide warnings on the product label or packaging for each Covered Product. The Parties agree that placement of the following warning set forth below (or any warning applicable to the product and chemical at issue expressly authorized by Article 6 of Title 27 of the California Code of Regulations) is a clear and reasonable warning and shall constitute compliance by Amazon with Proposition 65 with respect to any Covered Products:



WARNING: This product can expose you to chemicals including Bisphenol A ("BPA") which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The word "**WARNING**" shall be displayed in all capital letters and bold print and shall be preceded by the yellow warning triangle symbol depicted above, provided however, the symbol may be printed in black and white if the Covered Product label is produced without using the color yellow. This warning statement shall be prominently displayed on the label or packaging of the Covered

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2 Product and shall be displayed with such conspicuousness, as compared with other words,
3 statements or designs as to render it likely to be seen, read and understood by an ordinary individual
4 prior to sale. Amazon may alternatively require its vendors to use any warning expressly set forth
5 in 27 Cal. Code Regs. §25603 on the product label or packaging for each Covered Product, and
6 online, in lieu of the warning language set forth in Sections 3.1.2 and 3.2.2, so long as it is allowed
7 under Proposition 65's implementing regulations.

8 **3.3 Notice.** If Amazon elects to require its vendors to reformulate the Covered
9 Products in accordance with Section 3.2.1 above, Amazon shall provide written notice to CEH that
10 the Covered Products have been reformulated to meet the BPA Threshold or Revised BPA
11 Threshold.

12 **3.4 Sell-Through for Existing Inventory.** Any Covered Products sourced by
13 Amazon prior to the Reformulation Date, including but not limited to Covered Products in
14 manufacturing plants, distribution centers, in inventory, or at retail locations, shall not be subject
15 to the requirements of Section 4.

16 **3.5 Specification to Vendors.** To the extent that Amazon requires its vendors to
17 reformulate any Covered Products under Section 3.2.1 above, Amazon shall ensure that the new
18 specifications for any such Covered Products are clear that the Covered Products shall not contain
19 BPA in excess of the Revised BPA Threshold or BPA Threshold as applicable and shall further
20 recommend that their vendors of the Covered Products, to the extent possible, not replace any
21 intentionally added BPA with Other Bisphenols in manufacturing the Covered Products. For the
22 avoidance of doubt, nothing in this Section 3.5 shall be construed to require Amazon, or their
23 vendors or customers, to test for the presence of Other Bisphenols.

24 **4. ENFORCEMENT**

25 **4.1 General Enforcement Provisions.** Plaintiff may, by motion or application for
26 an order to show cause before the Superior Court of San Francisco County, enforce the terms and
27 conditions contained in this Consent Judgment. Any action to enforce alleged violations of Section
28 3.1 or 3.2 shall be brought exclusively pursuant to this Section 4, and be subject to the meet and
confer requirements of Section 4.2.

1
2 **4.2 Notice of Alleged Violations.** Prior to bringing any motion or application to
3 enforce the requirements of Section 3 above, Plaintiff shall provide Amazon with notice of any
4 alleged violation, including copies of test results and screenshots of product online listings
5 sufficient to detail the Covered Product's alleged noncompliance. Amazon shall then have at least
6 forty-five (45) days to investigate and cure the alleged violation, or demonstrate that the product in
7 question is not within this Consent Judgment's scope, such as because it was sourced prior to the
8 Reformulation Date. The Parties shall thereafter meet and confer to resolve the matter informally.
9 Should such attempts at informal resolution fail, Plaintiff may file an enforcement motion or
10 application. This Consent Judgment may only be enforced by the Parties.

11 **4.3** Plaintiff represents and warrants neither it nor its agents or attorneys have
12 assigned or otherwise transferred, or attempted to assign, or transfer, any claim or claims against
13 Amazon based on the Notice, Action, or otherwise related to the subject matter of this Consent
14 Judgment. Plaintiff further warrants that neither it nor its agents or attorneys are aware of any other
15 potential private enforcer or attorney who intends to bring litigation based on the subject matter of
16 the Consent Judgment.

17 **5. MONETARY PAYMENT TERMS**

18 **5.1 Total Settlement Payment.** Within forty-five (45) days of the Effective Date
19 and receipt of current W9s by Plaintiff and Plaintiff's counsel (the "Payment Date"), Amazon shall
20 pay the total settlement amount of \$42,000 and no cents as a settlement payment as further set forth
21 in this Section. The payment obligations herein are joint and several between the Amazon.com,
22 Inc. and Amazon.com Services LLC. Any payment by Amazon shall be deemed to be timely, and
23 the Payment Date met, if the payment is (1) postmarked (if sent by the United States Postal Service)
24 or (2) delivered to an overnight carrier (e.g. Fed Ex), on or before the Payment Date. For each day
25 after the Payment Date that the payment is not received, postmarked, or delivered to an overnight
26 carrier, Amazon shall be subject to a joint and several stipulated late fee of \$100, to be paid within
27 thirty (30) days of the Payment Date. If not so paid, the late fees shall be recoverable, together with
28 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 4 of this
Consent Judgment.

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2 **5.2 Allocation of Payments.** The total settlement amount shall be paid in three
3 separate checks (with all payments to CEH under this Section 5 combined and delivered in one
4 single check) in the amounts specified, payable to, and delivered as follows:

5 5.2.1 \$5,600 as a civil penalty pursuant to Health & Safety Code
6 § 25249.7(b), to be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH
7 and 75% to the State of California's Office of Environmental Health Hazard Assessment). The
8 OEHHA portion of the civil penalty payment for \$4,200 shall be made payable to OEHHA,
9 associated with taxpayer identification number 68-0284486, and delivered as follows:

10 For United States Postal Service Delivery:

11 Attn: Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 P.O. Box 4010, MS #19B
15 Sacramento, CA 95812-4010

16 For Non-United States Postal Service Delivery:

17 Attn: Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
20 1001 I Street, MS #19B
21 Sacramento, CA 95814

22 The CEH portion of the civil penalty payment for \$1,400 shall be made payable to the Center for
23 Environmental Health, associated with taxpayer identification number 94-3251981, and delivered
24 to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

25 5.2.2 \$4,100 as an Additional Settlement Payment ("ASP") to CEH
26 pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, §
27 3204 and California Code of Regulations, Title 11, § 3204. CEH will use such funds to continue
28 its work educating and protecting people from exposures to toxic chemicals, including BPA, in
textiles and other products. CEH may also use a portion of such funds to monitor compliance with
this Consent Judgment and to purchase and test Amazon's products to confirm compliance. CEH
shall obtain and maintain adequate records to document that ASPs are spent on these activities and

CEH agrees to provide such documentation to the Attorney General within thirty days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 \$32,300 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs, to be paid via two separate checks as follows: (a) \$27,000 payable to the Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775; and (b) \$5,300 payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Both of these payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.4 To summarize, Amazon shall deliver checks made out to the payees and in the amounts set forth below:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$4,200	OEHHA per Section 5.2.1
Center For Environmental Health	Penalty	\$1,400	LLG
	ASP	\$4,100	LLG
	Fee and Cost	\$5,300	LLG
	Total	\$10,800	LLG
Lexington Law Group, LLP	Fee and Cost	\$27,000	LLG

6. MODIFICATION

6.1 **Written Agreement or Court Order.** This Consent Judgment may be modified only by express written agreement of the Parties with the approval of the Court, or by an

1
2 order of this Court upon motion and in accordance with law.

3 **6.2 Alternative Compliance Standards.** If either (i) CEH enters into a court-
4 approved settlement or a court enters a final judgment in a Proposition 65 enforcement action over
5 exposure to BPA from sports bras made primarily of polyester with spandex or leggings made
6 primarily of polyester with spandex that includes a different BPA Threshold than that set forth in
7 Section 2.1 or than any Revised BPA Threshold; or (ii) the State of California adopts a different
8 definition or method for determining exposure to BPA for purposes of Proposition 65, the Parties
9 will meet and confer in good faith on conforming modifications to this Consent Judgment. If the
10 Parties are unable to reach agreement, either Party may move the Court to modify the Consent
11 Judgment.

12 **6.3 Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
13 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
14 modify the Consent Judgment.

15 **7. CLAIMS COVERED AND RELEASED**

16 **7.1 Public Release.** Provided that Amazon complies in full with their obligations
17 under Section 5, this Consent Judgment is a full, final, and binding resolution between CEH, acting
18 on behalf of the public and on behalf of itself and each of its past, current, and future agents,
19 representatives, attorneys, successors, and/or assignees, and Amazon and its past, current, and
20 future direct and indirect subsidiaries, affiliated entities under common ownership, predecessors,
21 successors, directors, officers, managers, shareholders, members, employees, agents, assignees,
22 and attorneys ("Amazon Releasees") of, from, and with regard to any and all alleged or actual
23 violation(s) of Proposition 65 for failure to warn about alleged exposure to BPA from Covered
24 Products that were manufactured, produced, packaged, imported, supplied, distributed, sold, or
25 offered for sale on amazon.com to customers in California prior to the Effective Date.

26 **7.2 Plaintiff's Individual Release.** Provided that Amazon complies in full with
27 their obligations under Section 5, CEH, on behalf of itself and each of its past, current, and future
28 agents, representatives, attorneys, successors, and/or assignees, hereby releases, waives, and
forever discharges any and all claims and all rights to institute or participate in, directly or

indirectly, any form of legal action against Amazon, the Amazon Releasees, and any entities to which Amazon distributes or sells Covered Products, such as distributors, wholesalers, customers, retailers, franchisees, licensors and licensees ("Downstream Amazon Releasees"), including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert fees, and attorneys' fees, arising from any violation of Proposition 65 or any other statutory or common law claims that have been or could have been asserted by CEH regarding the failure to warn about exposure to BPA contained in Covered Products sold by Amazon prior to the Effective Date or thereafter provided such Covered Products are subject to the provisions of Section 4 above.

7.3 Provided that Amazon complies in full with their obligations under Sections 3, 4, and 5, compliance with the terms of this Consent Judgment by Amazon and the Amazon Releasees shall constitute compliance with Proposition 65 by Amazon and the Amazon Releasees with respect to any alleged failure to warn about BPA in Covered Products manufactured, distributed, or sold by Amazon after the Effective Date.

7.4 Nothing in this Section 7 affects Plaintiff's right to commence or prosecute an action under Proposition 65 against any person other than Amazon, the Amazon Releasees, or Downstream Amazon Releasees.

8. NOTICE

8.1 When CEH is entitled to receive any notice under this Consent Judgment, the notice shall be sent by first class and electronic mail to:

Mark N. Todzo
Meredyth L. Merrow
Lexington Law Group, LLP
503 Divisadero Street
San Francisco, CA 94117
mtodzo@lexlawgroup.com
mmerrow@lexlawgroup.com

8.2 When Amazon are entitled to receive any notice under this Consent Judgment, the notice shall be sent by first class and electronic mail to:

Gregory L. Doll
Jamie O. Kendall
Doll Amir Eley LLP
515 S. Flower Street, Suite 1812
Los Angeles, CA 90071
gdoll@dollamir.com
jkendall@dollamir.com

8.3 Any Party may modify the person and address to whom the notice is to be sent by sending the other Party written notice via first class and/or electronic mail.

9. COURT APPROVAL

9.1 This Consent Judgment shall become effective upon entry by the Court. Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment and Amazon shall support entry of this Consent Judgment.

9.2 If this Consent Judgment is not entered by the Court within one year after it has been fully executed by the Parties, it shall be of no force or effect and shall not be used in any proceeding for any purpose other than to allow the Court to determine if there was a material breach of section 9.1.

10. GOVERNING LAW AND CONSTRUCTION

10.1 The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise amended or rendered inapplicable by reason of law generally, or as to any of the Covered Products or any of the alleged violations set forth in the Notice, Complaint, or Action, then Amazon may seek modification of this Consent Judgment pursuant to Section 7 above.

10.2 The Parties agree that if the Office of Environmental Health Hazard Assessment changes any of its applicable regulations, including its warning regulations, then Amazon may seek modification of this Consent Judgment pursuant to Section 6 above to conform with the revised regulations.

11. ATTORNEYS' FEES

11.1 Should Plaintiff prevail on any motion, application for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to its

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2 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
3 Amazon prevail on any motion application for an order to show cause or other proceeding, Amazon
4 may be awarded its reasonable attorneys' fees and costs against Plaintiff as a result of such motion
5 or application upon a finding by the Court that Plaintiff's prosecution of the motion or application
6 lacked substantial justification. For purposes of this Consent Judgment, the term substantial
7 justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil
8 Procedure §§ 2016, *et seq.*

9 11.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
10 its own attorneys' fees and costs.

11 11.3 Nothing in this Section 11 shall relieve a Party of its obligations under Section
12 4, or preclude a Party from seeking an award of sanctions pursuant to law.

13 **12. ENTIRE AGREEMENT**

14 12.1 This Consent Judgment contains the sole and entire agreement and
15 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
16 discussions, negotiations, commitments or understandings related thereto, if any, are hereby
17 merged herein and therein. There are no warranties, representations or other agreements between
18 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
19 implied, other than those specifically referred to in this Consent Judgment have been made by any
20 Party hereto or by any of their counsel. No other agreements not specifically contained or
21 referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto or
22 any of their counsel. Any agreements specifically contained or referenced herein, oral or otherwise,
23 shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly
24 incorporated herein.

25 **13. SEVERABILITY**

26 13.1 If, subsequent to the Court's approval and entry of this Consent Judgment, any
27 provision of this Consent Judgment is held by a court to be unenforceable, the validity of the
28 remaining provisions shall not be adversely affected.

14. SUCCESSORS AND ASSIGNS

1
2 14.1 This Consent Judgment shall apply to and be binding upon CEH and Amazon, and
3 their respective divisions, subdivisions and subsidiaries, and the successors or assigns of any of
4 them.

5 **15. RETENTION OF JURISDICTION**

6 15.1 This Court shall retain jurisdiction of this matter to implement or modify the
7 Consent Judgment.

8 **16. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

9 16.1 Each signatory to this Consent Judgment certifies that they are fully authorized
10 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute
11 the Consent Judgment on behalf of the Party represented and legally to bind that Party.

12 **17. NO EFFECT ON OTHER SETTLEMENTS**

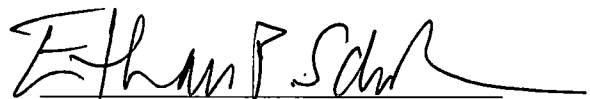
13 17.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
14 against an entity other than Amazon on terms that are different than those contained in this Consent
15 Judgment.

16 **18. COUNTERPARTS, FACSIMILE, AND PDF SIGNATURES**

17 This Consent Judgment may be executed in counterparts and by facsimile or portable
18 document format (pdf) signature, each of which shall be deemed an original and, all of which, when
19 taken together, shall constitute one and the same document.

20 **IT IS SO ORDERED:**

21
22 Dated: Aug. 13, 202⁶₇


Hon. Ethan P. Schulman

23 **IT IS SO STIPULATED:**
24
25
26
27
28

Dated: November 4, 2025

CENTER FOR ENVIRONMENTAL HEALTH



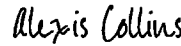
Kizzy Charles-Guzman

CHIEF EXECUTIVE OFFICER

Dated: November 11, 2025

AMAZON.COM, INC.

Signed by:



Signature

Alexis Collins

Printed Name

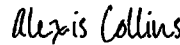
Authorized Representative

Title

Dated: November 11, 2025

AMAZON.COM SERVICES, LLC

Signed by:



Signature

Alexis Collins

Printed Name

Authorized Representative

Title

EXHIBIT A

“Test Protocol” as defined in Section 2.8 of the Consent Judgment means the following test method:

1. Homogenized sample of minimum 1 gram, cut in a manner to include materials from each region and color of the sports bra or leggings.
2. Quantitative solvent extraction by acetonitrile. If acetonitrile is not available, Amazon may substitute with methanol.
3. Extraction by EPA methods 3540 (Soxhlet), 3546 (microwave), or hot plate for 3 hours at 40 degrees Celsius.
4. Analysis by liquid chromatography (LC) with the mass analysis capabilities of mass spectrometry (MS/MS), with isotope dilution; HPLC-DADMS, subject to performance criteria below. GC/MS-MS may be used if other methods not available and no derivatization of BPA is required.
5. Reporting limit of 0.5 mg/kg or lower.
6. Performance criteria – demonstration of accuracy, precision, and quality control, per EPA Method 3500C sections 9, 11, and 13. Include on-going routine quality control testing of method blanks, laboratory control samples/duplicates, and matrix spike samples/duplicates.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6, and CRC 2.251)

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 13, 2026, I electronically served:

CONSENT JUDGMENT AS TO AMAZON.COM, INC.
AND AMAZON.COM SERVICES LLC

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: AUG 13 2026

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos

Edward Santos, Deputy Clerk