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9 SUSAN DAVIA

ELECTRONICALLY FILED

Superior Court of California
County of Marin

11/05/2025

James M. Kim, Clerk of the Court
P. Okubo, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF MARIN

10 UNLIMITED CIVIL JURISDICTION

11
12 SUSAN DAVIA,

13 Plaintiff,

14 v.

15 AMAZON.COM, INC. and DOES 1-150,

16 Defendants.

Case No. CV 0002608

**JUDGMENT ON AMENDED PROPOSITION
65 SETTLEMENT**

Action Filed: April 24, 2024
Trial Date: None Assigned

1 In the above-entitled action, plaintiff Susan Davia and defendant Amazon.com, Inc., having
2 agreed through their respective counsel that a judgment be entered pursuant to the terms of the
3 proposed *Amended* Consent to Judgment Settlement Agreement entered into by the parties in
4 resolution of this Proposition 65 action, and following the issuance of an order approving the
5 Parties' settlement on this day, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
6 pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is
7 hereby entered in accordance with the terms of the proposed *Amended* Consent Judgment attached
8 hereto as Exhibit A.

9 IT IS SO ORDERED.

10 Dated: ~~11/05/2025~~


Honorable Sheila S. Lichtblau
Judge of the Superior Court

EXHIBIT A

Gregory M. Sheffer, State Bar No. 173124
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232 E. Blithedale Ave., Suite 210
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Attorneys for Plaintiff
SUSAN DAVIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

SUSAN DAVIA,

Plaintiff,

v.

AMAZON.COM, INC. and DOES 1-150,

Defendants.

Case No. CV 0002608

**AMENDED CONSENT TO JUDGMENT
SETTLEMENT AGREEMENT**

Action Filed: April 24, 2024

Trial Date: None Assigned

CONSENT TO JUDGMENT SETTLEMENT AGREEMENT

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This consent to judgment settlement agreement (“Agreement”) is entered into by and
4 between plaintiff Susan Davia (“Davia”) and defendant Amazon.com, Inc. (“Amazon”), with
5 Davia and Amazon each referred to as a “Party” and collectively referred to as the “Parties.”

6 **1.2 Davia**

7 Davia is an individual residing in the State of California who seeks to promote
8 awareness of exposure to toxic chemicals and improve human health by reducing or
9 eliminating hazardous substances contained in consumer products.

10 **1.3 Amazon**

11 Amazon employs ten or more persons. For purposes of this Agreement and litigation
12 only, Plaintiff alleges, and Amazon does not dispute, that Amazon is a person in the course of
13 doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,
14 California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

15 **1.4 General Allegations**

16 Davia alleges that Amazon is responsible for the design, manufacture, distribution
17 and/or sale, in the State of California, of Sancua brand vinyl tablecloths that expose users to
18 di(2-ethylhexyl)phthalate (DEHP) without first providing a “clear and reasonable warning”
19 under Proposition 65. Pursuant to Proposition 65, DEHP is listed as a carcinogen and
20 reproductive toxin. DEHP shall be referred to hereinafter as the “Listed Chemical.”

21 **1.5 Notices of Violation**

22 On January 24, 2024, Davia served Amazon and various public enforcement agencies
23 with a document entitled “60-Day Notice of Violation” that provided public enforcers and the
24 noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to
25 warn consumers of the presence of DEHP found in Sancua PVC tablecloth Covered Products
26 (hereafter defined) sold in California (AG Notice 2024-00339).

27 On or about January 30, 2025, Davia served Amazon and various public enforcement
28 agencies with a document entitled “Supplemental 60-Day Notice of Violation” that provided

1 public enforcers and the noticed entities with notice of alleged violations of Health & Safety
2 Code § 25249.6 for failing to warn consumers of the presence of DEHP found in Sancua vinyl
3 tablecloths Covered Products (hereafter defined) sold in California (AG Notice 2025-00299).

4 The January 24, 2024, and January 30, 2025, Notices of Violation shall hereafter be
5 referred to as the “Notices.” To the best of the Parties’ knowledge, no public enforcer has
6 commenced or is diligently prosecuting a Proposition 65 enforcement action related to DEHP
7 in the Covered Products, as identified in the Notices.

8 **1.6 Complaint**

9 On April 24, 2024, Davia filed a Complaint against Amazon in the Superior Court of the
10 State of California for the County of Marin, Case No. CV0002608, alleging violations of Health
11 and Safety Code § 25249.6 based on the alleged failure to warn of exposures to DEHP in the
12 Covered Products (the “Action”).

13 **1.7 No Admission**

14 This Agreement resolves claims that are denied and disputed by Amazon. Amazon
15 denies the material, factual, and legal allegations asserted in the Notices, the Complaint, and
16 the Action. The Parties enter into this Agreement pursuant to a full and final settlement of any
17 and all claims between the Parties for the purpose of avoiding prolonged litigation. Amazon
18 maintains that it did not knowingly or intentionally expose California consumers to the Listed
19 Chemical and that all Covered Products that have been sold on amazon.com into California
20 have been and are in compliance with Proposition 65. Nothing in this Agreement shall be
21 construed as an admission by Amazon of any fact, finding, issue of law, or violation of law, nor
22 shall compliance with this Agreement, or any Consent Judgment in this Action, constitute or be
23 construed as an admission by Amazon of any fact, finding, conclusion, issue of law, or
24 violation of law, such being specifically denied by Amazon. However, notwithstanding the
25 foregoing, this section shall not diminish or otherwise affect Amazon’s obligations,
26 responsibilities, and duties under this Agreement.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Amazon as to the allegations contained in the Complaint, that venue is proper for the Action in County of Marin, and that this Court has jurisdiction over all the Parties to approve and enter a Consent Judgment based on this Agreement, and oversee the enforcement of any such Consent Judgment pursuant to law, including Proposition 65.

2. DEFINITIONS

2.1 "Covered Product" and "Covered Products" shall mean all sizes and variations of Sancua brand PVC/vinyl tablecloths including, but not limited to:

- Sancua Clear 54x78 (ASIN B08D6DRDLK)
- Sancua Clear 60x84 (ASIN B087DVKVP9)
- Sancua Clear 52x70 (ASIN B087F62FPD)
- Sancua Clear 70x108 (ASIN B093KCDHBD)
- Sancua Clear 54 round (ASIN B093X134CZ)
- Sancua Clear 60x60 (ASIN B093K555SK)
- Sancua Clear 54x120 (ASIN B093X2J7CM)
- Sancua Clear 54x140 (ASIN B093KG9V84)
- Sancua Clear 60 round (ASIN B093JXS1Y9)
- Sancua Clear 60x84 (ASIN B087DVKVP9)
- Sancua Clear 60x102 (ASIN B087F3W1PN)
- Sancua Clear 60x120 (ASIN B087F4WJYJ)
- Sancua Clear 60x140 (ASIN B093KH2FFP)
- Sancua Clear 70 round (ASIN B093K2JQ9K)
- Sancua Clear 70x70 (ASIN B093K9X5DT)
- Sancua Clear 70x90 (ASIN B093K9BKMh)
- Sancua Clear 70x120 (ASIN B093KDL617)
- Sancua Clear 54x54 (ASIN B087F7DV7T)
- Sancua Clear 54x108 (ASIN B087DYHTTQ)
- Sancua Black 70x70 (ASIN B093KP2H24)
- Sancua Black Round 54 (ASIN B093K6888H)
- Sancua Black Round 60 (ASIN B093KF9X66)
- Sancua Black 60x84 (ASIN B085991RNJ)
- Sancua Black 60x102 (ASIN B08596NQLC)
- Sancua Black 60x120 (ASIN B08MT6X843)
- Sancua Black 70 Round (ASIN B093KHZG22)
- Sancua Black 70x120 (ASIN B093JZ7PCP)
- Sancua Black 54x108 (ASIN B08LVLY2ND)
- Sancua Black 54x78 (ASIN B07Y7Q11YR)
- Sancua Burgundy 54x54 (ASIN B08T5ZDHR9)
- Sancua Burgundy 60 Round (ASIN B093WYXPSM)
- Sancua Burgundy 60x84 (ASIN B08T66HLN9)

1 **2.2** “Phthalate Free” Covered Products shall mean any accessible component of
2 any Covered Product contains less than or equal to 1,000 parts per million (“ppm”) of DEHP,
3 diisonoyl phthalate (“DINP”), di-n-butyl phthalate (“DBP”), di-isodecyl phthalate (“DIDP”),
4 di-n-hexyl phthalate (“DnHP”) and butyl benzyl phthalate (“BBP”) as determined by a
5 minimum of duplicate quality controlled test results using Environmental Protection Agency
6 (“EPA”) testing methodologies 3580A and 8270C or equivalent methodologies utilized by
7 federal or state agencies to determine the presence and measure the quantity of phthalates in
8 solid substances.

9 **2.3** “California Customer” shall mean any customer with a ship to address in
10 California.

11 **2.4** “Effective Date” shall mean twenty (20) days after the date this Agreement is
12 fully executed by the Parties.

13 **2.5** “Notice Date” shall mean either (1) forty-five (45) days after the date that
14 Plaintiff has uploaded this Agreement (or any amended agreement hereto) for review by the
15 Attorney General’s Office without objection from the Attorney General’s office or (2) ten (10)
16 days after email notice to counsel for Amazon of express confirmation by the Attorney
17 General’s office that this Agreement (or any amended agreement hereto) is acceptable to them,
18 whichever is earlier.

19 **3. INJUNCTIVE RELIEF**

20 The Parties agree and intend for compliance with the terms of this Consent Judgment to
21 constitute compliance with Proposition 65 with respect to exposures to DEHP, DINP, DBP,
22 DIDP, DnHP, or BBP from the Covered Products.

23 **3.1 Covered Product Warnings**

24 **3.1.1** Amazon agrees that by the Effective Date, to the extent it ships or sells any
25 Covered Products to a California Customer that are not “Phthalate Free,” then for each
26 Covered Product, Amazon will either:

27 **3.1.1.1** Provide the Section 3.1.2 warning on each Covered Product’s online product
28 page and order checkout page prior to purchase on amazon.com by (A) Amazon applying both

1 warnings itself, or (B) Amazon instructing any vendors and third-party sellers of the Covered
2 Products to fulfill their existing contractual obligation by providing the Section 3.1.2 warning
3 on each Covered Product's online product page on amazon.com (which will also populate the
4 warning on the order checkout page for the product as well) and confirming prompt placement
5 of the Section 3.1.2 warning on each Covered Product's online product page on amazon.com;
6 or

7 **3.1.1.2** Cease offering the Covered Products for sale to California Customers on
8 amazon.com.

9 **3.1.2** The warnings required by this Section shall be provided in a conspicuous and
10 prominent manner such that they will be likely to be read or seen by the consumer, both on the
11 Covered Product online product display page on amazon.com and on the order checkout page,
12 prior to or at the time of the sale or purchase. The Parties agree that placement of the warning
13 set forth below, or a clearly marked hyperlink to such warning using the word "WARNING"
14 on each Covered Product's online product display page on amazon.com and on the order
15 checkout page prior to purchase of each Covered Product via amazon.com, shall constitute
16 compliance by Amazon with Proposition 65 with respect to any Covered Products:

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

20 If the Covered Product does not contain DEHP, but Amazon has actual knowledge that it
21 contains one or more of the other phthalates listed in Section 2.2 above the noted thresholds
22 therein, the above warning shall be adjusted to refer to the specific phthalate and related end
23 point(s), in accord with 27 Cal. Code Regs. § 25603.

24 **3.1.3** Where an ecommerce warning used to provide a warning under this section
25 contains consumer information in a language other than English, the warning in this section
26 must also be provided in that language in addition to English.

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1 **3.2 Alternative Safe Harbor Warning Language**

2 If the Office of Environmental Health Hazard Assessment regulations require or permit
3 specific safe harbor warning text and/or methods of transmission different than those set forth
4 above, Amazon shall be entitled to use, at its discretion, such other specific safe harbor warning
5 text and/or methods of transmission without being deemed in breach of this Agreement or any
6 Consent Judgment in this Action.

7 **3.3 Notice to Covered Product Vendors and Third-Party Sellers**

8 No later than twenty (20) calendar days after the Notice Date, Amazon shall notify in
9 writing any third-party sellers that are selling or have sold any units of the Covered Products
10 on amazon.com during the three years before the date this Agreement is fully executed of
11 Section 2.2's guidance for the Covered Products to be "Phthalate Free," of the requirement to
12 provide an online Section 3.1.2 warning statement for each non-Phthalate Free Covered
13 Product, and that the California Attorney General requires that third-party sellers of non-
14 Phthalate Free Covered Products that are subject to Proposition 65 also apply the Section 3.1.2
15 warning statement, or a Proposition 65 compliant warning, directly on the packaging of such
16 Covered Products. Amazon shall provide copies of this correspondence to counsel for Plaintiff.
17 Amazon shall not be responsible or liable for failures of any vendors or third-party sellers of
18 the Covered Products to fulfill their independent Proposition 65 obligations.

19 **4. MONETARY PAYMENTS**

20 **4.1 Civil Penalty**

21 As a condition of settlement of all the claims referred to in this Agreement, but effective
22 only upon entry of a Consent Judgment based on this Agreement as to Amazon in the Action,
23 Amazon shall pay a total of \$31,000 in civil penalties in accordance with California Health &
24 Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of
25 Environmental Health Hazard Assessment ("OEHHHA") and the remaining 25% of the penalty
26 remitted to Davia.

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4.2 Augmentation of Penalty Payments

Amazon represents that the sales data provided to Davia prior to this Agreement is a good faith reporting of sales activity via amazon.com to California customers for the ASIN(s) and time period(s) represented on the data sheet(s). For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Amazon for accurate, good faith reporting to Davia of the nature and amounts of such sales data. If within nine (9) months of the Effective Date, Davia discovers and presents evidence to counsel for Amazon that the sales volume represented in the data provided to Davia prior to this Agreement was more than 25% lower than the actual sales volume during the same time period for sales shipped to California, and Amazon does not provide Davia with a declaration under penalty of perjury under the laws of the State of California supporting the data Amazon originally provided, then Amazon shall be liable for an additional penalty amount of \$10,000.00. Davia agrees to provide counsel for Amazon with a written demand for all such additional penalties under this Section. After service of such demand, Amazon shall have thirty (30) days to either present the required declaration to counter this claim or agree to the additional \$10,000 penalty and confirm in writing to Davia that it has submitted a request for such payment to OEHHA and Davia in accordance with the recipient allocation of Section 4.1 and procedure of Section 4.4. Should this thirty (30) day period pass without any such resolution between the Parties and payment of such additional penalties, Davia shall be entitled to file a formal legal claim for the additional civil penalties pursuant to this Section.

4.3 Reimbursement of Davia's Fees and Costs

The Parties acknowledge that Davia and her counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the Consent Judgment had been settled. The Parties then attempted to (and did) reach an accord on the compensation due to Davia and her counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed

1 in this matter. Under these legal principles, Amazon shall pay Davia's counsel the amount of
2 \$54,800 for fees and costs incurred investigating, litigating and enforcing this matter.

3 **4.4 Payment Procedures**

4 Within forty-five (45) calendar days after Amazon's counsel's receipt of notice from
5 Plaintiff's counsel that the Court has entered a Consent Judgment based on this settlement and
6 Davia's provision of W-9 forms for Davia and her counsel, whichever is later, Amazon, or its
7 counsel shall deliver the settlement payments to Plaintiff's counsel as follows:

8 One (1) civil penalty check payable to "OEHHA" (EIN: 68-0284486) (memo line "Prop
9 65 Penalties, 2024-00339," if possible) in the amount of \$23,250 and one (1) civil penalty check
10 payable to "Susan Davia" (Tax ID to be supplied) (memo line "Prop 65 Penalties, 2024-00339,"
11 if possible) in the amount of \$7,750.

12 One (1) attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN
13 55-08-58910) (memo line "2024-00339," if possible) in the amount of \$54,800.

14 All Section 4 civil penalty and attorney fee/cost payment checks shall be delivered to
15 plaintiff's counsel at the following address:

16 Sheffer Law Firm
17 Attn: Proposition 65 Controller
18 232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941

19 If Amazon is unable to include the memo lines noted above, the checks shall be sent to the
20 above-noted address with a cover letter with such information.

21 **4.5 Issuance of 1099 Forms**

22 Amazon shall provide 1099-MISCs, to OEHHA, Plaintiff's counsel, and Plaintiff in
23 accordance with its standard accounting practices and applicable law.

24 **5. RELEASES**

25 **5.1 Davia's Public Release of Amazon**

26 Plaintiff, acting on her own behalf and in the public interest, hereby releases Amazon,
27 and its past, current, and future direct and indirect subsidiaries, affiliates, affiliated entities
28 under common ownership, predecessors, agents, directors, members, managers, officers,

employees, representatives, shareholders, insurers, beneficiaries, attorneys, successors, and assignees (collectively, "Releasees") of, from, and with regard to any and all alleged or actual violations of Proposition 65 for a failure to warn about exposures to DEHP from Covered Products that were manufactured, produced, packaged, imported, supplied, distributed, sold, or offered for sale on amazon.com to customers in California prior to the Effective Date.

This Section 5.1 release shall not extend upstream to any entities that manufactured the Covered Products or any component parts thereof, or any distributors or suppliers who sold the covered products or any component parts thereof to Amazon.

5.2 Davia's Individual Release

Except as otherwise indicated hereafter, Davia also, in her individual capacity and on behalf of her past and current representatives, agents, attorneys, successors and/or assigns, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Notices, Complaint, or Action as to Covered Products manufactured, distributed, offered for sale, or sold by Releasees before the Effective Date. Davia acknowledges that she is familiar with section 1542 of the California civil code, which provides as follows:

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

Davia, in her individual capacity and on behalf of her past and current representatives, agents, attorneys, successors and/or assigns expressly waives and relinquishes any and all rights and benefits that she may have under, or which may be conferred on her by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that she may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of

1 such intention, the release hereby given shall be and remain in effect as a full and complete
2 release notwithstanding the discovery or existence of any such additional or different claims or
3 facts arising out of the released matters.

4 This section 5.2 release shall not extend upstream to any entities that manufactured the
5 Covered Products or any component parts thereof, or any distributors or suppliers who sold
6 the covered products or any component parts thereof to Amazon.

7 For clarification, these Section 5.1 and Section 5.2 releases also shall not extend to any
8 claims Davia's counsel may have against Amazon for violation of CLRA with respect to the
9 Covered Products.

10 **5.3 Amazon's Release of Davia**

11 Amazon, on its own behalf and on behalf of its past and current agents, representatives,
12 attorneys, successors and assignees, hereby waives any and all claims against Plaintiff and her
13 attorneys and other representatives, for any and all actions taken or statements made by
14 Plaintiff and her attorneys and other representatives in the course of investigating the
15 Proposition 65 claims at issue in this matter, seeking to enforce Proposition 65 against it in this
16 matter, or prosecuting this Action. This release by Amazon shall not extend to any claims
17 Amazon may have against Davia's counsel for any investigation or prosecution of any CLRA
18 claims against Amazon with respect to Covered Products.

20 **6. COURT APPROVAL**

21 This Agreement shall be null and void and shall never be introduced into evidence or
22 otherwise used in any proceeding for any purpose (other than to allow the Court to determine
23 if there was a material breach of the following paragraph of this Section 6) if, for any reason, it
24 is not approved and entered by the Court within one year after it has been fully executed by all
25 Parties. Plaintiff and Amazon agree to support the entry of this Agreement as a judgment, and
26 to obtain the Court's approval of their settlement in an expedited manner as allowed by law.
27 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f)(4), a
28 noticed motion is required for judicial approval as a Consent Judgment of this Agreement,

1 which Plaintiff shall primarily draft and file. In furtherance of obtaining such approval, the
2 Parties agree to mutually employ their reasonable best efforts, and those of their counsel, to
3 support the entry of this Agreement as a judgment. For purposes of this section, "best efforts"
4 shall include, at a minimum, supporting the motion for approval, jointly requesting the Court
5 to have the motion heard on regular motion notice as allowed, and appearing at the hearing
6 before the Court if so requested.

7 **7. ENFORCEMENT / CURE**

8 To the extent that, after the date this Agreement is fully executed, Davia identifies any
9 Covered Product on amazon.com in the future which she believes is not in compliance with
10 this Agreement or any Consent Judgment entered in the Action, Davia shall advise Amazon of
11 such alleged breach in the manner set forth in Section 10, and provide Amazon with thirty (30)
12 business days (calculated from the date notice is provided) to cure any alleged violation (the
13 "Notice to Cure"). The Notice to Cure shall include, for each Covered Product alleged to be in
14 violation of this Agreement or any Consent Judgment in the Action: the date of alleged
15 violations(s), place of sale, date and proof of purchase (if relevant), a copy of the alleged
16 product detail and order checkout pages on the date of sale, and any test data obtained by
17 Davia regarding each such Covered Product. Davia shall take no further action regarding any
18 alleged violation nor seek any monetary recovery for herself, her agents, or her counsel if,
19 within 30 business days of receiving such Notice to Cure, Amazon confirms to Davia (1) that
20 the Covered Product was manufactured, distributed, sold, or offered for sale by Amazon
21 before the Compliance Date; or (2) that Amazon took corrective action by placing a warning on
22 the Covered Product(s) compliant with Section 3.1 or Section 3.2 of this Consent Judgment
23 following service of the Notice to Cure; or (3) that the Covered Products are Phthalate Free.

24 **8. SEVERABILITY**

25 If any of the provisions of this Agreement are found by a court to be unenforceable, the
26 validity of the enforceable provisions remaining, after express agreement of the Parties, shall
27 not be adversely affected, unless the Court finds that any unenforceable provision is not
28 severable from the remainder of the Agreement.

1 **9. GOVERNING LAW**

2 The terms of this Agreement shall be governed by the laws of the State of California.

3 **10. NOTICES**

4 When any Party is entitled to receive any notice under this Agreement, the notice shall
5 be sent by certified mail or electronic mail to the following:

6 For Amazon

7 Amazon.com, Inc.
8 410 Terry Avenue N
9 Seattle, WA 98109
[Amazon Legal Department]

10 With a copy to their counsel:

11 Gregory L. Doll
12 Jamie O. Kendall
13 Doll Amir & Eley LLP
14 515 S. Flower Street, Suite 1812
15 Los Angeles, CA 90071
gdoll@dollamir.com
jkendall@dollamir.com

16 For Davia to:

17 Proposition 65 Coordinator
18 Sheffer Law Firm
19 232 E. Blithedale Ave., Suite 210
20 Mill Valley, CA 94941
gregs@sheffer-law.net

21 Any Party may modify the person and address to whom the notice is to be sent by
22 sending each other Party notice by certified mail and/or other verifiable form of written
23 communication.

24 **11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

25 Davia agrees to comply with the reporting form requirements referenced, in California
26 Health & Safety Code §25249.7(f).

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1 **12. MODIFICATION**

2 This Agreement and any Consent Judgment entered in the Action may be modified
3 only upon: (a) a written agreement of the Parties and the entry of a modified Consent
4 Judgment by the Court thereon; or (b) a successful motion of any party and the entry of a
5 modified Consent Judgment by the Court thereon. Any Party seeking to modify this Consent
6 Judgment shall attempt in good faith to meet and confer with all affected Parties prior to filing
7 a motion to modify the Consent Judgment.

8 **13. ENTIRE AGREEMENT**

9 This Agreement contains the sole and entire agreement and understanding of the
10 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
11 negotiations, commitments, and understandings related hereto. No representations, oral or
12 otherwise, express or implied, other than those contained herein have been made by any Party
13 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
14 deemed to exist or to bind any of the Parties. No supplementation, modification, waiver, or
15 termination of this Agreement shall be binding unless executed in writing by the Party to be
16 bound and/or included as part of any Consent Judgment entered by the Court as a result of
17 this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall
18 constitute a waiver of any of the other provisions whether or not similar, nor shall such waiver
19 constitute a continuing waiver.

20 **14. ATTORNEY'S FEES**

21 **14.1** Should either Party prevail on any motion, application for order to show
22 cause or other proceeding to enforce a violation of this Agreement, that Party shall be entitled
23 to its reasonable attorney fees and costs incurred as a result of such motion, order or
24 application, consistent with C.C.P. §§ 1021 and 1021.5.

25 **14.2** Except as otherwise specifically provided herein, each Party shall bear its
26 own costs and attorney's fees in connection with the Notices and Action.

27 **14.3** Nothing in this Section shall preclude a Party from seeking an award of
28 sanctions pursuant to law.

15. NEUTRAL CONSTRUCTION

Both Parties and their counsel have participated in the preparation of this Agreement and this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

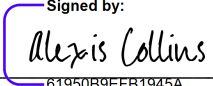
16. COUNTERPARTS, FACSIMILE SIGNATURES

This Agreement may be executed in counterparts and by facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

17. AUTHORIZATION

The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

IT IS SO AGREED

Dated: September ^{12.00}____, 2025 Signed by:  Print: _____ Authorized Representative Amazon.com, Inc.	Dated: September ^{9/4/2025}____, 2025  Print: _____ Susan Davia
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