

**ELECTRONICALLY FILED**

Superior Court of California  
County of Marin

**10/31/2025**

James M. Kim, Clerk of the Court  
G. Stratford, Deputy

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4 Attorneys for Plaintiff  
SUSAN DAVIA  
5

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7  
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 0002610

**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 *Amended* Consent Judgment attached hereto as  
8 Exhibit A.

9 IT IS SO ORDERED.

10 Dated: 10/31/2025

  
\_\_\_\_\_  
11 Honorable Andrew E. Sweet  
12 Judge of the Superior Court  
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# EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

9

FOR THE COUNTY OF MARIN

10

UNLIMITED CIVIL JURISDICTION

11

12

SUSAN DAVIA,

Case No. CV 0002610

13

Plaintiff,

**AMENDED CONSENT TO JUDGMENT  
SETTLEMENT AGREEMENT**

14

v.

Action Filed: April 24, 2024

15

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

Trial Date: None Assigned

16

Defendants.

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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 JUCFHY brand vinyl tablecloths that expose users to  
18 di(2-ethylhexyl)phthalate (“DEHP”) and diisononyl phthalate (“DINP”) without first  
19 providing a “clear and reasonable warning” under Proposition 65. Pursuant to Proposition 65,  
20 DEHP is listed as a carcinogen and reproductive toxin and DINP is listed as a carcinogen.  
21 DEHP and DINP shall be referred to hereinafter as the “Listed Chemicals.”

22 **1.5 Notices of Violation**

23 On January 24, 2024, Davia served Amazon and various public enforcement agencies  
24 with a document entitled “60-Day Notice of Violation” that provided public enforcers and the  
25 noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to  
26 warn consumers of the presence of DEHP found in JUCFHY vinyl tablecloth Covered Products  
27 (hereafter defined) sold in California (AG Notice 2024-00340).

28

1 On or about January 30, 2025, Davia served Amazon and various public enforcement  
2 agencies with a document entitled “Supplemental 60-Day Notice of Violation” that provided  
3 public enforcers and the noticed entities with notice of alleged violations of Health & Safety  
4 Code § 25249.6 for failing to warn consumers of the presence of DEHP and DINP found in  
5 JUCFHY vinyl tablecloths Covered Products (hereafter defined) sold in California (AG Notice  
6 2025-00298).

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

11 **1.6 Complaint**

12 On April 24, 2024, Davia filed a Complaint against Amazon in the Superior Court of the  
13 State of California for the County of Marin, Case No. CV0002610, alleging violations of Health  
14 and Safety Code § 25249.6 based on the alleged failure to warn of exposures to DEHP in the  
15 Covered Products (the “Action”).

16 **1.7 No Admission**

17 This Agreement resolves claims that are denied and disputed by Amazon. Amazon  
18 denies the material, factual, and legal allegations asserted in the Notices, the Complaint, and  
19 the Action. The Parties enter into this Agreement pursuant to a full and final settlement of any  
20 and all claims between the Parties for the purpose of avoiding prolonged litigation. Amazon  
21 maintains that it did not knowingly or intentionally expose California consumers to the Listed  
22 Chemical and that all Covered Products that have been sold on amazon.com into California  
23 have been and are in compliance with Proposition 65. Nothing in this Agreement shall be  
24 construed as an admission by Amazon of any fact, finding, issue of law, or violation of law, nor  
25 shall compliance with this Agreement, or any Consent Judgment in this Action, constitute or be  
26 construed as an admission by Amazon of any fact, finding, conclusion, issue of law, or  
27 violation of law, such being specifically denied by Amazon. However, notwithstanding the  
28

1 foregoing, this section shall not diminish or otherwise affect Amazon’s obligations,  
2 responsibilities, and duties under this Agreement.

3 **1.8 Consent to Jurisdiction**

4 For purposes of this Agreement only, the Parties stipulate that the Marin County  
5 Superior Court has jurisdiction over Amazon as to the allegations contained in the Complaint,  
6 that venue is proper for the Action in County of Marin, and that this Court has jurisdiction  
7 over all the Parties to approve and enter a Consent Judgment based on this Agreement, and  
8 oversee the enforcement of any such Consent Judgment pursuant to law, including Proposition  
9 65.

10 **2. DEFINITIONS**

11 **2.1** “Covered Product” and “Covered Products” shall mean all sizes and  
12 variations of JUCFHY brand vinyl tablecloths including, but not limited to:

- 13 • JUCFHY Fern 52x72 (ASIN B08B82NF8G)
- 14 • JUCFHY Green Fern Leaf 52x72 (ASIN B0DJ8FHV4T)
- 15 • JUCFHY Grey Check 58x58 (ASIN B0B2JQNFVW)
- 16 • JUCFHY Blue Grey Stripes 58x58 (ASIN B0B2JP18PC)
- 17 • JUCFHY Green Fern 52x72 (ASIN B08B82NF8G)
- 18 • JUCFHY Red Rose 58x104 (ASIN B08B85J3P8)
- 19 • JUCFHY Grey Stripes (ASIN B08SWHFC4X)
- 20 • JUCFHY Khaki Check (ASIN B0B6BGLHCT)
- 21 • JUCFHY Black Round 60 (ASIN B09JYQKVMD)
- 22 • JUCFHY Blue Grey Stripes 58x84 (ASIN B0B6BF4C38)
- 23 • JUCFHY Blue Leaves 54x84 (ASIN B08B7XXP1D)
- 24 • JUCFHY Brown Stripes 58x84 (ASIN B08SW8LFGK)

25 **2.2** “Phthalate Free” Covered Products shall mean any accessible component of  
26 any Covered Product contains less than or equal to 1,000 parts per million (“ppm”) of DEHP,  
27 DINP, di-n-butyl phthalate (“DBP”), di-isodecyl phthalate (“DIDP”), di-n-hexyl phthalate  
28 (“DnHP”) and butyl benzyl phthalate (“BBP”) as determined by a minimum of duplicate  
quality controlled test results using Environmental Protection Agency (“EPA”) testing  
methodologies 3580A and 8270C or equivalent methodologies utilized by federal or state  
agencies to determine the presence and measure the quantity of phthalates in solid substances.

1           **2.3**       “California Customer” shall mean any customer with a ship to address in  
2 California.

3           **2.4**       “Effective Date” shall mean twenty (20) days after the date this Agreement is  
4 fully executed by the Parties.

5           **2.5**       “Notice Date” shall mean either (1) forty-five (45) days after the date that  
6 Plaintiff has uploaded this Agreement (or any amended agreement hereto) for review by the  
7 Attorney General’s Office without objection from the Attorney General’s office or (2) ten (10)  
8 days after email notice to counsel for Amazon of express confirmation by the Attorney  
9 General’s office that this Agreement (or any amended agreement hereto) is acceptable to them,  
10 whichever is earlier.

11 **3.     INJUNCTIVE RELIEF**

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

15           **3.1     Covered Product Warnings**

16           **3.1.1**    Amazon agrees that by the Effective Date, to the extent it ships or sells any  
17 Covered Products to a California Customer that are not “Phthalate Free,” then for each  
18 Covered Product, Amazon will either:

19           3.1.1.1 Provide the Section 3.1.2 warning on each Covered Product’s online product  
20 page and order checkout page prior to purchase on amazon.com by (A) Amazon applying both  
21 warnings itself, or (B) Amazon instructing any vendors and third-party sellers of the Covered  
22 Products to fulfill their existing contractual obligation by providing the Section 3.1.2 warning  
23 on each Covered Product’s online product page on amazon.com (which will also populate the  
24 warning on the order checkout page for the product as well) and confirming prompt placement  
25 of the Section 3.1.2 warning on each Covered Product’s online product page on amazon.com;  
26 or

27           3.1.1.2 Cease offering the Covered Products for sale to California Customers on  
28 amazon.com.



1           **3.1.2** The warnings required by this Section shall be provided in a conspicuous and  
2 prominent manner such that they will be likely to be read or seen by the consumer, both on the  
3 Covered Product online product display page on amazon.com and on the order checkout page,  
4 prior to or at the time of the sale or purchase. The Parties agree that placement of the warning  
5 set forth below, or a clearly marked hyperlink to such warning using the word “WARNING”  
6 on each Covered Product’s online product display page on amazon.com and on the order  
7 checkout page prior to purchase of each Covered Product via amazon.com, shall constitute  
8 compliance by Amazon with Proposition 65 with respect to any Covered Products:

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

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

17           **3.1.3** Where an ecommerce warning used to provide a warning under this section  
18 contains consumer information in a language other than English, the warning in this section  
19 must also be provided in that language in addition to English.

20           **3.2       Alternative Safe Harbor Warning Language**

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

26           **3.3       Notice to Covered Product Vendors and Third-Party Sellers**

27           No later than twenty (20) calendar days after the Notice Date, Amazon shall notify in  
28 writing any third-party sellers that are selling or have sold any units of the Covered Products  
on amazon.com during the three years before the date this Agreement is fully executed of

1 Section 2.2's guidance for the Covered Products to be "Phthalate Free," of the requirement to  
2 provide an online Section 3.1.2 warning statement for each non-Phthalate Free Covered  
3 Product, and that the California Attorney General requires that third-party sellers of non-  
4 Phthalate Free Covered Products that are subject to Proposition 65 also apply the Section 3.1.2  
5 warning statement, or a Proposition 65 compliant warning, directly on the packaging of such  
6 Covered Products. Amazon shall provide copies of this correspondence to counsel for Plaintiff.  
7 Amazon shall not be responsible or liable for failures of any vendors or third-party sellers of  
8 the Covered Products to fulfill their independent Proposition 65 obligations.

#### 9 **4. MONETARY PAYMENTS**

##### 10 **4.1 Civil Penalty**

11 As a condition of settlement of all the claims referred to in this Agreement, but effective  
12 only upon entry of a Consent Judgment based on this Agreement as to Amazon in the Action,  
13 Amazon shall pay a total of \$20,500 in civil penalties in accordance with California Health &  
14 Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of  
15 Environmental Health Hazard Assessment ("OEHHHA") and the remaining 25% of the penalty  
16 remitted to Davia.

##### 17 **4.2 Augmentation of Penalty Payments**

18 Amazon represents that the sales data provided to Davia prior to this Agreement is a  
19 good faith reporting of sales activity via amazon.com to California customers for the ASIN(s)  
20 and time period(s) represented on the data sheet(s). For purposes of the penalty assessment  
21 under this Agreement, Davia is relying entirely upon Amazon for accurate, good faith  
22 reporting to Davia of the nature and amounts of such sales data. If within nine (9) months of  
23 the Effective Date, Davia discovers and presents evidence to counsel for Amazon that the sales  
24 volume represented in the data provided to Davia prior to this Agreement was more than 25%  
25 lower than the actual sales volume during the same time period for sales shipped to California,  
26 and Amazon does not provide Davia with a declaration under penalty of perjury under the  
27 laws of the State of California supporting the data Amazon originally provided, then Amazon  
28 shall be liable for an additional penalty amount of \$10,000.00. Davia agrees to provide counsel

1 for Amazon with a written demand for all such additional penalties under this Section. After  
2 service of such demand, Amazon shall have thirty (30) days to either present the required  
3 declaration to counter this claim or agree to the additional \$10,000 penalty and confirm in  
4 writing to Davia that it has submitted a request for such payment to OEHHA and Davia in  
5 accordance with the recipient allocation of Section 4.1 and procedure of Section 4.4. Should  
6 this thirty (30) day period pass without any such resolution between the Parties and payment  
7 of such additional penalties, Davia shall be entitled to file a formal legal claim for the  
8 additional civil penalties pursuant to this Section.

#### 9 **4.3 Reimbursement of Davia's Fees and Costs**

10 The Parties acknowledge that Davia and her counsel offered to resolve this dispute  
11 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
12 leaving this fee issue to be resolved after the material terms of the Consent Judgment had been  
13 settled. The Parties then attempted to (and did) reach an accord on the compensation due to  
14 Davia and her counsel under general contract principles and the private attorney general  
15 doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed  
16 in this matter. Under these legal principles, Amazon shall pay Davia's counsel the amount of  
17 \$62,650 for fees and costs incurred investigating, litigating and enforcing this matter.

#### 18 **4.4 Payment Procedures**

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

23 One (1) civil penalty check payable to "OEHHA" (EIN: 68-0284486) (memo line "Prop  
24 65 Penalties, 2024-00340," if possible) in the amount of \$15,375 and one (1) civil penalty check  
25 payable to "Susan Davia" (Tax ID to be supplied) (memo line "Prop 65 Penalties, 2024-00340,"  
26 if possible) in the amount of \$5,125.

27 One (1) attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN  
28 55-08-58910) (memo line "2024-00340," if possible) in the amount of \$62,650.

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

3 Sheffer Law Firm  
4 Attn: Proposition 65 Controller  
5 232 E. Blithedale Ave., Suite 210  
6 Mill Valley, CA 94941

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

9 **4.5 Issuance of 1099 Forms**

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

12 **5. RELEASES**

13 **5.1 Davia's Public Release of Amazon**

14 Plaintiff, acting on her own behalf and in the public interest, hereby releases Amazon,  
15 and its past, current, and future direct and indirect subsidiaries, affiliates, affiliated entities  
16 under common ownership, predecessors, agents, directors, members, managers, officers,  
17 employees, representatives, shareholders, insurers, beneficiaries, attorneys, successors, and  
18 assignees (collectively, "Releasees") of, from, and with regard to any and all alleged or actual  
19 violations of Proposition 65 for a failure to warn about exposures to DEHP and DINP from  
20 Covered Products that were manufactured, produced, packaged, imported, supplied,  
21 distributed, sold, or offered for sale on amazon.com to customers in California prior to the  
22 Effective Date.

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

26 **5.2 Davia's Individual Release**

27 Except as otherwise indicated hereafter, Davia also, in her individual capacity and on  
28 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

1 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,  
2 damages, losses, claims, liabilities and demands of Davia, of any nature, character or kind,  
3 known or unknown, suspected or unsuspected, arising out of the subject matter of the Notices,  
4 Complaint, or Action as to Covered Products manufactured, distributed, offered for sale, or  
5 sold by Releasees before the Effective Date. Davia acknowledges that she is familiar with  
6 section 1542 of the California civil code, which provides as follows:

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

11 Davia, in her individual capacity and on behalf of her past and current representatives,  
12 agents, attorneys, successors and/or assigns expressly waives and relinquishes any and all  
13 rights and benefits that she may have under, or which may be conferred on her by the  
14 provisions of Section 1542 of the California Civil Code as well as under any other state or  
15 federal statute or common law principle of similar effect, to the fullest extent that she may  
16 lawfully waive such rights or benefits pertaining to the released matters. In furtherance of  
17 such intention, the release hereby given shall be and remain in effect as a full and complete  
18 release notwithstanding the discovery or existence of any such additional or different claims or  
19 facts arising out of the released matters.

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

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

### 26 **5.3 Amazon's Release of Davia**

27 Amazon, on its own behalf and on behalf of its past and current agents, representatives,  
28 attorneys, successors and assignees, hereby waives any and all claims against Plaintiff and her

1 attorneys and other representatives, for any and all actions taken or statements made by  
2 Plaintiff and her attorneys and other representatives in the course of investigating the  
3 Proposition 65 claims at issue in this matter, seeking to enforce Proposition 65 against it in this  
4 matter, or prosecuting this Action. This release by Amazon shall not extend to any claims  
5 Amazon may have against Davia's counsel for any investigation or prosecution of any CLRA  
6 claims against Amazon with respect to Covered Products.  
7

## 8 **6. COURT APPROVAL**

9 This Agreement shall be null and void and shall never be introduced into evidence or  
10 otherwise used in any proceeding for any purpose (other than to allow the Court to determine  
11 if there was a material breach of the following paragraph of this Section 6) if, for any reason, it  
12 is not approved and entered by the Court within one year after it has been fully executed by all  
13 Parties. Plaintiff and Amazon agree to support the entry of this Agreement as a judgment, and  
14 to obtain the Court's approval of their settlement in an expedited manner as allowed by law.  
15 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f)(4), a  
16 noticed motion is required for judicial approval as a Consent Judgment of this Agreement,  
17 which Plaintiff shall primarily draft and file. In furtherance of obtaining such approval, the  
18 Parties agree to mutually employ their reasonable best efforts, and those of their counsel, to  
19 support the entry of this Agreement as a judgment. For purposes of this section, "best efforts"  
20 shall include, at a minimum, supporting the motion for approval, jointly requesting the Court  
21 to have the motion heard on regular motion notice as allowed, and appearing at the hearing  
22 before the Court if so requested.

## 23 **7. ENFORCEMENT / CURE**

24 To the extent that, after the date this Agreement is fully executed, Davia identifies any  
25 Covered Product on amazon.com in the future which she believes is not in compliance with  
26 this Agreement or any Consent Judgment entered in the Action, Davia shall advise Amazon of  
27 such alleged breach in the manner set forth in Section 10, and provide Amazon with thirty (30)  
28 business days (calculated from the date notice is provided) to cure any alleged violation (the

1 “Notice to Cure”). The Notice to Cure shall include, for each Covered Product alleged to be in  
2 violation of this Agreement or any Consent Judgment in the Action: the date of alleged  
3 violations(s), place of sale, date and proof of purchase (if relevant), a copy of the alleged  
4 product detail and order checkout pages on the date of sale, and any test data obtained by  
5 Davia regarding each such Covered Product. Davia shall take no further action regarding any  
6 alleged violation nor seek any monetary recovery for herself, her agents, or her counsel if,  
7 within 30 business days of receiving such Notice to Cure, Amazon confirms to Davia (1) that  
8 the Covered Product was manufactured, distributed, sold, or offered for sale by Amazon  
9 before the Compliance Date; or (2) that Amazon took corrective action by placing a warning on  
10 the Covered Product(s) compliant with Section 3.1 or Section 3.2 of this Consent Judgment  
11 following service of the Notice to Cure; or (3) that the Covered Products are Phthalate Free.

12 **8. SEVERABILITY**

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

17 **9. GOVERNING LAW**

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

19 **10. NOTICES**

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

22 For Amazon

23 Amazon.com, Inc.  
24 410 Terry Avenue N  
25 Seattle, WA 98109  
[Amazon Legal Department]

26 With a copy to their counsel:

27 Gregory L. Doll  
28 Jamie O. Kendall

1 Doll Amir & Eley LLP  
2 515 S. Flower Street, Suite 1812  
3 Los Angeles, CA 90071  
4 gdoll@dollamir.com  
5 jkendall@dollamir.com

6 For Davia to:

7 Proposition 65 Coordinator  
8 Sheffer Law Firm  
9 232 E. Blithedale Ave., Suite 210  
10 Mill Valley, CA 94941  
11 [gregs@sheffer-law.net](mailto:gregs@sheffer-law.net)

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

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

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

18 **12. MODIFICATION**

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

25 **13. ENTIRE AGREEMENT**

26 This Agreement contains the sole and entire agreement and understanding of the  
27 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
28 negotiations, commitments, and understandings related hereto. No representations, oral or  
otherwise, express or implied, other than those contained herein have been made by any Party  
hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be



1 deemed to exist or to bind any of the Parties. No supplementation, modification, waiver, or  
2 termination of this Agreement shall be binding unless executed in writing by the Party to be  
3 bound and/or included as part of any Consent Judgment entered by the Court as a result of  
4 this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall  
5 constitute a waiver of any of the other provisions whether or not similar, nor shall such waiver  
6 constitute a continuing waiver.

7 **14. ATTORNEY'S FEES**

8 **14.1** Should either Party prevail on any motion, application for order to show  
9 cause or other proceeding to enforce a violation of this Agreement, that Party shall be entitled  
10 to its reasonable attorney fees and costs incurred as a result of such motion, order or  
11 application, consistent with C.C.P. §§ 1021 and 1021.5.

12 **14.2** Except as otherwise specifically provided herein, each Party shall bear its  
13 own costs and attorney's fees in connection with the Notices and Action.

14 **14.3** Nothing in this Section shall preclude a Party from seeking an award of  
15 sanctions pursuant to law.

16 **15. NEUTRAL CONSTRUCTION**

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

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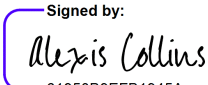
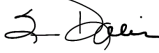
**16. COUNTERPARTS, FACSIMILE SIGNATURES**

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**

<p>Dated: September <sup>12.00</sup>____, 2025</p> <p>Signed by:    <small>6195089EFB1945A...</small></p> <p>Print:          Alexis Collins          Authorized Representative          Amazon.com, Inc.</p>	<p>Dated: September <sup>9/4/2025</sup>____, 2025</p> <p></p> <p>_____          Susan Davia</p>
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