

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1501
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF SETTLEMENT

Please print or type required information Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S)			
	DEFENDANT(S) INVOLVED IN SETTLEMENT			
CASE INFO	COURT DOCKET NUMBER		COURT NAME	
	SHORT CASE NAME			
REPORT INFO	INJUNCTIVE RELIEF			
	PAYMENT: CIVIL PENALTY		PAYMENT: ATTORNEYS FEES	PAYMENT: OTHER
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		DATE SETTLEMENT SIGNED / /
	COPY OF SETTLEMENT MUST BE ATTACHED			
FILER INFO	NAME OF CONTACT			
	ORGANIZATION			TELEPHONE NUMBER ()
	ADDRESS			FAX NUMBER ()
	CITY	STATE	ZIP 91406	E-MAIL ADDRESS

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

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9 Attorney for Plaintiff SHEFA LMV, INC.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF LOS ANGELES

12 SHEFA LMV, INC.,)

13 Plaintiff,)

14 vs.)

15 AMAZON.COM, INC.; and DOES 1 through)
16 100, Inclusive,)

17 Defendants.)

18 Case No. 21STCV20352

19 **[PROPOSED] CONSENT JUDGMENT**
20 **AS TO AMAZON.COM, INC.**

21 Action Filed: June 1, 2021

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This consent judgment (“**Consent Judgment**”) is entered into by and between plaintiff
4 Shefa LMV, Inc. (“**Shefa**” or “**Plaintiff**”) and Amazon.com, Inc. (“**Defendant**,” with Shefa and
5 **Defendant** individually referred to as a “**Party**” and collectively as the “**Parties.**”)

6 **1.2 Plaintiff**

7 Shefa is a public benefit, non-profit corporation that seeks to promote awareness of
8 exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous
9 substances contained in consumer products.

10 **1.3 Settling Defendant**

11 Defendant employs ten (10) or more persons and is a person in the course of doing business
12 for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety
13 Code §25249.6 *et seq.* (“**Proposition 65**”).

14 **1.4 Products Covered**

15 The products covered by this Consent Judgment are plastic crossbody and messenger bag
16 products that allegedly contain Diisononyl Phthalate (“**DINP**”) and were sold in California on the
17 website www.amazon.com, including, but not limited to, Clear Cross Body Messenger Bag, UPC
18 X0015UTBWX and ASIN B011P46CLK (collectively, the “**Covered Products**”).

19 **1.5 General Allegations**

20 Shefa alleges that Defendant, at times relevant to the complaint, manufactures, imports,
21 sells, or distributes, for sale in the state of California, the Covered Products without first providing a
22 clear and reasonable warning required by Proposition 65. DINP (CAS # 67701-26-2) is a chemical
23 listed under Proposition 65 as a chemical known to the state to cause cancer.

24 On December 12, 2019, Shefa served Defendant and the requisite public enforcement
25 agencies with a Sixty-Day Notice of Violation (the “**First Notice**”) alleging that Defendant violated
26 Proposition 65 when it failed to warn its customers and consumers in California that the Covered
27 Products expose users to DINP.

1 On March 7, 2020, Plaintiff purchased the Covered Products on amazon.com. On April 6,
2 2020, Shefa served Defendant and the requisite public enforcement agencies with a Sixty-Day
3 Notice of Violation (together with the First Notice, the “**Notices**”) alleging that as a retailer,
4 Defendant violated Proposition 65 when it failed to warn its customers and consumers in California
5 that the Covered Products expose users to DINP. To the best of the Parties’ knowledge, no public
6 enforcer has commenced and is diligently prosecuting the allegations set forth in the Notices.

7 **1.6 Complaint**

8 On June 1, 2021, Shefa filed the instant complaint in the Superior Court in and for the
9 County of Los Angeles against Defendant alleging violations of California Health & Safety Code §
10 25249.6, based on exposures to DINP contained in the Covered Products sold in the State of
11 California (the “**Complaint**”).

12 **1.7 No Admission**

13 Defendant denies the material, factual, and legal allegations contained in the Notices and
14 Complaint and maintains that all the products it has manufactured, sold, or distributed for sale in
15 California, including the Covered Products, have been, and are, in compliance with all laws.
16 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,
17 finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this Consent
18 Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion
19 of law, issue of law, or violation of law, the same being specifically denied by Defendant. This
20 section shall not, however, diminish or otherwise affect Defendant’s obligations, responsibilities,
21 and duties under this Consent Judgment.

22 **1.8 Consent to Jurisdiction**

23 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
24 jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in the
25 County of Los Angeles, the Defendant agrees that it employs or has employed ten or more persons
26 during time periods relevant to the Complaint and that this Court has jurisdiction over the Parties to
27 enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65.
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1 **1.9 Effective Date**

2 For purposes of this Consent Judgment, the term “**Effective Date**” shall mean the date the
3 Consent Judgment is approved and entered by the Court.

4 **2. INJUNCTIVE RELIEF**

5 **2.1 Warning Standards on Covered Products**

6 (a) Defendant agrees, promises, and represents that, within 90 days of the Effective
7 Date, to the extent it ships or sells Covered Products in California, Defendant will either:

- 8 1) provide the Section 2.1(b) warning on each Covered Product’s online product
9 page on amazon.com by (A) Defendant applying the Section 2.1(b) warning
10 itself, or (B) Defendant instructing vendors and third-party sellers of the Covered
11 Products to fulfill their existing contractual obligation by providing the Section
12 2.1(b) warning on each Covered Product’s online product page on amazon.com
13 and Defendant confirming prompt placement of the Section 2.1(b) warning on
14 each Covered Product’s online product page on amazon.com; or
15 2) cease offering the Covered Products without a Section 2.1(b) warning for sale in
16 California on amazon.com.

17 (b) The warnings required by Section 2.1(a) shall be provided in a conspicuous and
18 prominent manner such that they will be likely to be read or seen by the consumer prior to or at the
19 time of the sale or purchase. The Parties agree that the warning set forth below or any substantially
20 similar language on each Covered Product’s online product page on amazon.com shall constitute
21 compliance by Amazon with Proposition 65 with respect to any Covered Products:

- 22 1) the text, “**WARNING This product can expose you to chemicals, including**
23 **Di(2-ethylhexyl) phthalate (DINP), which is known to the State of California**
24 **to cause cancer. For more information go to www.P65Warnings.ca.gov.”**
25 accompanied by and placed to the right of a symbol consisting of a black
26 exclamation point in a yellow equilateral triangle with a bold black outline sized
27 to be no smaller than the word, “WARNING” as provided by regulations adopted
28

- 1 on or about August 30, 2016; or
- 2 2) the text, “**WARNING Cancer - www.P65Warnings.ca.gov.**” accompanied by
- 3 and placed to the right of a symbol consisting of a black exclamation point in a
- 4 yellow equilateral triangle with a bold black outline sized to be no smaller than
- 5 the word, “WARNING” as provided by regulations adopted on or about August
- 6 30, 2016.

7 The triangular warning symbol specified in Section 2.1(b)(1) and 2.1(b)(2) shall be in yellow with a

8 black exclamation mark; *provided however*, the symbol may be printed in black and white if the

9 Covered Product label is not printed using the color yellow.

10 (c) Amazon shall notify in writing all vendors and third-party sellers of the Covered

11 Products of the legal requirement to provide the Section 2.1(b) warning statement for each Covered

12 Product online, and that the California Attorney General requires that vendors and third-party

13 sellers of the Covered Products that are subject to Proposition 65 also apply the Section 2.1(b)

14 warning statement, or a Proposition 65 compliant warning, directly on the packaging of the Covered

15 Products. Amazon shall not be responsible or liable for failures of any vendors or third-party sellers

16 of the Covered Products to fulfill their independent Proposition 65 obligations.

17 (d) To the extent that the product information for any of the Covered Products appears in

18 a foreign language (e.g., if a potential purchaser chooses to review amazon.com’s website in

19 Spanish, using amazon.com’s translation feature), the Proposition 65 warning shall appear in the

20 same foreign language.

21 (e) The Parties agree that placement of the Section 2.1 warnings set forth above on each

22 Covered Product’s online product page on amazon.com shall constitute compliance by Amazon

23 with Proposition 65 with respect to any Covered Products.

24 **2.2 Covered Products in the Stream of Commerce.**

1 Any Covered Products that have been manufactured, distributed, shipped, or sold prior to
2 ninety (90) days after the Effective Date, shall not be subject to the requirements of Sections 2.1 or
3 2.2.

4 **2.3 Notice to Cure**

5 To the extent Shefa identifies any Covered Product on amazon.com in the future which it
6 believes is not in compliance with this Consent Judgment, Shefa agrees to advise Amazon of such
7 alleged breach in the manner set forth in Section 7, and provide Amazon with 20 business days
8 (calculated from the date notice is provided) to cure any alleged violation of this Consent Judgment
9 (the "Notice to Cure"). Such Notice to Cure shall contain information sufficient for Amazon to
10 identify the Covered Product, including but not limited to the ASIN for such product, a screenshot
11 of the Covered Product's online listing on amazon.com, and an explanation as to why Shefa
12 believes it is a Covered Product and not in compliance.

13 Shefa shall not be entitled to seek or recover any civil penalties, and Shefa and its counsel
14 shall not be entitled to recovery or reimbursement of attorney's fees and/or costs, or any other
15 available remedies arising from or related to any Notices to Cure, provided Amazon timely
16 remedies the alleged non-compliance within 20 business days of receiving the Notice to Cure by
17 Amazon (1) adding a Section 2.1(b) warning on the amazon.com online product page for the
18 Covered Product, or (2) delisting the Covered Product from amazon.com, or (3) ceasing to offer the
19 Covered Product for sale in California.

20 If Amazon provides notice to Shefa that it has so remedied the alleged non-compliance
21 within 20 business days of receiving the Notice to Cure, Amazon shall not be deemed in breach or
22 violation of this Consent Judgment in any respect.

23 **3. MONETARY SETTLEMENT TERMS**

24 **3.1 Payment from Defendant.** Within thirty (30) days of the Effective Date, and
25 Defendant's receipt of a current W-9 form from the Greenbaum Law Firm, whichever is later,
26 Defendant shall make the Total Settlement Payment of **\$16,500.00**.

1 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)
2 separate checks made payable and allocated as follows, or made in a single electronic transfer made
3 payable to the “Greenbaum Law Firm” using banking information provided by Plaintiff’s counsel,
4 in which case Plaintiff’s counsel shall send the allocated portions of the civil penalty to OEHHA
5 and Shefa as follows:

6 **3.2.1 Civil Penalty.** Defendant shall pay \$2,000.00 as a civil penalty
7 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in
8 accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the State of
9 California’s Office of Environmental Health Hazard Assessment (“OEHHA”). Accordingly, the
10 OEHHA portion of the civil penalty payment in the amount of \$1,500.00 shall be made payable to
11 OEHHA and associated with taxpayer identification number 68-0284486. If sent by mail, this
12 payment shall be delivered to the Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van
13 Nuys, CA 91406.

14 The Shefa portion of the civil penalty payment in the amount of \$500.00 shall be made
15 payable to Shefa LMV, Inc. and associated with taxpayer identification number 81-0907002. If
16 sent by mail, this payment shall be delivered to the Greenbaum Law Firm, 7120 Hayvenhurst
17 Ave, Suite 320, Van Nuys, CA 91406.

18 **3.2.2 Attorney’s Fees and Costs.** A reimbursement of Shefa's attorney’s
19 fees and costs in the amount of \$14,500.00 payable to the “Greenbaum Law Firm,” and associated
20 with taxpayer identification number 46-4580172. If sent by mail, this payment shall be delivered to
21 the Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

22 **4. CLAIMS COVERED AND RELEASED**

23 **4.1 Public Release**

24 This Consent Judgment is a full, final, and binding resolution between Shefa acting on
25 behalf of itself and each of its past, current, and future agents, representatives, attorneys, successors,
26 and/or assignees, and in a representative capacity in the public interest under Health & Safety Code
27 § 25249.7, and Defendant and its past, current, and future and any and all direct and indirect
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1 parents, subsidiaries, affiliated entities, directors, officers, managers, shareholders, members,
2 employees, agents, attorneys, and the predecessors, successors, or assigns of each of them
3 (collectively “**Releasees**”), arising out of or resulting from, or related directly or indirectly to, in
4 whole or in part, any and all alleged or actual violations of Proposition 65 based on a failure to warn
5 of alleged exposures to DINP from Covered Products manufactured, supplied, sold, or distributed
6 for sale prior to the Effective Date. The release in this Section 4.1 applies to all Covered Products
7 that were manufactured, supplied, sold, or distributed for sale prior to the Effective Date. This
8 release does not apply to any vendors or third-party sellers of the Covered Products.

9 Compliance with the terms of this Consent Judgment shall constitute compliance with
10 Proposition 65 by Defendant and the Releasees with respect to DINP in Covered Products
11 manufactured, sold, or distributed on and after the Effective Date.

12 **4.2 Shefa’s Individual Release of Claims**

13 In further consideration of the promises and agreements herein contained, Shefa, on its own
14 behalf and on behalf of its past and current agents, representatives, attorneys, successors, and/or
15 assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of
16 legal action, and releases all claims that it may have against Defendant and Releasees, including,
17 without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages,
18 costs, fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert
19 fees, and attorneys’ fees with respect to any alleged violations of Proposition 65 for unwarned
20 exposures to DINP from Covered Products manufactured, sold, or distributed for sale prior to the
21 Effective Date. The releases in Section 4.2 are provided in Shefa’s individual capacity and are not
22 releases on behalf of the public.

23 **4.3 Release of Unknown Claims**

24 It is possible that other claims not known to the Parties arising out of the facts contained in
25 the Notices, or alleged in the Complaint, relating to the Covered Products, will hereafter be
26 discovered or developed. Shefa, on behalf of itself only, acknowledges that this Consent Judgment
27 is expressly intended to cover and include all such claims through and including the Effective Date,
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1 including all rights of action therefor. Shefa acknowledges that the claims released in Sections 4.1
2 and 4.2 may include unknown claims, and nevertheless Shefa intends to release such claims, and in
3 doing so waives California Civil Code § 1542, which reads as follows:

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

10 Shefa understands and acknowledges that the significance and consequence of this waiver of
11 California Civil Code § 1542 is that, even if Shefa suffers future damages arising out of or resulting
12 from, or related directly or indirectly to, in whole or in part, the Covered Products, including but not
13 limited to any exposure to, or failure to warn with respect to exposure to, the Covered Products,
14 Shefa will not be able to make any claim for those damages against Defendant or any of the
15 Releasees.

16 **5. COURT APPROVAL**

17 This Consent Judgment is not effective unless and until it is approved and entered by the
18 Court.

19 **6. GOVERNING LAW**

20 The terms of this Consent Judgment shall be governed by the laws of the State of California
21 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
22 rendered inapplicable by reason of law generally, or as to the Covered Products, then Defendant
23 may provide written notice to Shefa of any asserted change in the law, and with the exception of
24 Sections 3.1 and 3.2 above, have no further obligations pursuant to this Consent Judgment, with
25 respect to, and to the extent that, the Covered Products are so affected. None of the terms of this
26 Consent Judgment shall have any application to Covered Products sold outside of the State of
27 California.

28 **7. NOTICE**

Unless specified herein, all correspondence and notices required to or that may be provided

1 pursuant to this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-
2 class, registered or certified mail, return receipt requested; or (iii) a recognized overnight courier on
3 any Party by the other at the following addresses:

4 To Defendant:

5 Amazon.com, Inc.
6 Amazon Legal Department
7 410 Terry Avenue N
8 Seattle, WA 98109

To Shefa:

9 Shefa LMV, Inc.
10 1646 Stearns Dr
11 Los Angeles, CA 90035

12 With a copy to:

13 Gregory Doll, Esq.
14 DOLL AMIR & ELEY LLP
15 725 S. Figueroa St., Suite 3275
16 Los Angeles CA 90017

With a copy to:

17 Daniel N. Greenbaum, Esq.
18 Greenbaum Law Firm
19 7120 Hayvenhurst Ave., Suite 320
20 Van Nuys, CA 91406

21 Any Party may, from time to time, specify in writing to the other Party a change of address
22 to which all notices and other communications shall be sent.

23 **8. COUNTERPARTS; FACSIMILE AND PDF SIGNATURES**

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

27 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

28 Plaintiff agrees to comply with the reporting form requirements referenced in California
Health & Safety Code § 25249.7(f).

10. POST EXECUTION ACTIVITIES

The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f),
Shefa is obligated to file a noticed motion to obtain judicial approval of this Consent Judgment.
Upon the Parties' execution of this Consent Judgment, Shefa promptly shall proceed to submit this
Consent Judgment to the Court with a motion seeking Court approval.

1 **11. MODIFICATION**

2 This Consent Judgment may only be modified by a written instrument executed by the
3 Parties to be bound thereby, and after approval by the Court upon a noticed motion. Any motion to
4 modify shall be served on all Parties and the Office of the Attorney General.

5 **12. ENTIRE AGREEMENT**

6 This Consent Judgment contains the sole and entire agreement and understanding of the
7 Parties with respect to the entire subject matter hereof and any and all prior discussions,
8 negotiations, commitments and understandings related hereto. No representations, oral or otherwise,
9 express or implied, other than those contained herein have been made by any Party hereto. No other
10 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind
11 any of the Parties. For the avoidance of doubt, the Parties agree that the prior version of this consent
12 judgment executed by the Parties in February 2024 is void, unenforceable, and of no effect and no
13 Party shall attempt to enforce it or use it against the other Party for any purpose.


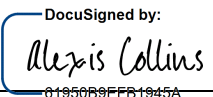
14 **13. DISPUTE RESOLUTION**

15 If Shefa determines at a future date that an alleged violation of this Consent Judgment has
16 occurred, Shefa shall provide notice to Defendant. Prior to bringing any action to enforce any
17 requirement of this Consent Judgment, the party alleging a violation of this Consent Judgment shall
18 provide the other party with written notice of the grounds for such allegation together with all
19 supporting information as well as a complete demand for the relief sought. The Parties shall then
20 meet and confer regarding the basis for the allegation to resolve the matter informally, including
21 providing the party alleged to be in violation with a reasonable opportunity of at least thirty (30)
22 days to cure any alleged violation. Should such attempt at informal resolution fail, the party alleging
23 a violation may file its lawsuit seeking the proposed relief.

24 **14. AUTHORIZATION**

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

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<p>AGREED TO:</p> <p>Date: <u>Jun 16, 2024</u></p>	<p>By:  <u>Visrael S...</u></p> <p>PLAINTIFF SHEFA LMV, INC.</p>
<p>AGREED TO:</p> <p>Date: <u>June 17, 2024</u></p>	<p>DocuSigned by:  <u>01950B9E8FB1945A...</u></p> <p>DEFENDANT AMAZON.COM, INC.</p>

[PROPOSED] JUDGMENT

Please note that on August 1, 2024 at 8:30am, Plaintiff Shefa LMV Inc.’s (“Plaintiff”) Motion for Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant Amazon.com, Inc. came for hearing before this Court in Department 39, the Honorable Stephen I. Goorvitch presiding. Counsel for Plaintiff did [not] appear; counsel for Defendant did [not] appear.

After full consideration of the points and authorities and related pleadings submitted, the Court GRANTED Plaintiff’s Motion pursuant to and in accordance with Health & Safety Code §25249.7(f)(4). The Court reviewed the above Settlement Agreement and makes the following findings pursuant to Health & Safety Code § 25249.7(f)(4):

- a. The injunctive relief required by the Settlement Agreement complies with Health & Safety Code § 25249.7;
- b. The reimbursement of fees and costs to be paid pursuant to the Settlement Agreement is reasonable under California law; and
- c. The civil penalty amount to be paid pursuant to Settlement Agreement is reasonable.

IT IS SO ORDERED, ADJUDGED AND DECREED.

_____ Date

_____ Judge of the Superior Court