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6 Attorneys for Plaintiff,
7 THE CHEMICAL TOXIN WORKING GROUP, INC.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

THE CHEMICAL TOXIN WORKING GROUP, INC.,

Plaintiff,

v.

WHOLE FOODS MARKET CALIFORNIA, INC. ; AMAZON.COM SERVICES LLC ; and DOES 1 to 50, inclusive,

Defendants.

Case No.: RG20079464

(Reassigned for all purposes to:
Judge Noel Wise, Dept. 21)

**[PROPOSED] STIPULATED
CONSENT JUDGMENT**

[California Health & Safety Code,
sections 25249.5 *et seq.*]

Complaint Filed: November 06, 2020

Court Trial Date: November 04, 2024

1. INTRODUCTION

1.1 **The Parties.** This stipulated consent judgment (“Consent Judgment”) is entered into by and between Plaintiff THE CHEMICAL TOXIN WORKING GROUP, INC. (“CTWG” or “Plaintiff”), on the one hand, and Defendants WHOLE FOODS MARKET CALIFORNIA, INC. (“Whole Foods”) and AMAZON.COM SERVICES LLC (“Amazon”) (Amazon and Whole Foods together, the “Defendants”), on the other hand (Amazon and Whole Foods together, the

1 “Defendants”). CTWG, Whole Foods, and Amazon are collectively referred to as the “Parties” and
2 each individually referred to as a “Party.”

3 1.1.1 CTWG is a California non-profit corporation, doing business as Healthy
4 Living Foundation Inc., dedicated to, among other causes, providing information to consumers
5 regarding the hazards of toxins in products, protecting public health and enforcing state and federal
6 environmental laws and regulations through citizen suits.

7 1.1.2 Defendants each employ ten or more persons. For the purposes of this
8 Consent Judgment and litigation, Plaintiff alleges that Defendants are each a person in the course
9 of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,
10 California Health & Safety Code § 25249.5, *et seq.* and its implementing regulations (collectively,
11 “Proposition 65”).

12 1.2 **Notice of Violation.**

13 1.2.1 On or about June 25, 2020, CTWG served Defendants, and various public
14 enforcement agencies, with a document entitled “Sixty-Day Notice of Intent to Sue for Violations
15 of the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health & Safety Code
16 Section 25249.5 *et seq.*)” (the “Notice”), which provided the recipients with notice of alleged
17 violations of Proposition 65 for allegedly failing to warn individuals in California of exposures to
18 Lead contained in 365 Everyday Value Ginger 500 mg Dietary Supplement (the “Covered
19 Product”).

20 1.2.2 To the best of the Parties’ knowledge, no public enforcer has commenced or
21 is diligently prosecuting the allegations set forth in the Notice.

22 1.3 **The Action.** On November 6, 2020, CTWG filed a Complaint against Defendants
23 in Alameda County Superior Court, pending as Case No. RG20079464, seeking civil penalties and
24 injunctive relief in connection with the allegations set forth in the Notice (the “Complaint” and/or
25 the “Action,” respectively).

26 1.4 **Allegations.** CTWG brought the Action pursuant to Proposition 65, seeking
27 injunctive relief, penalties, and reimbursement of its reasonable attorney’s fees and costs. CTWG
28 contends in the Complaint that Defendants knowingly and intentionally exposed California

1 consumers to Lead, a substance known to cause reproductive harm, through the sale of the Covered
2 Product, without providing clear and reasonable warnings required by Proposition 65.

3 1.6 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties
4 stipulate: (i) that this Court has jurisdiction over each of the Defendants as to the allegations
5 contained in the Complaint; (ii) that venue is proper in the County of Alameda for the Action; and
6 (iii) that this Court has jurisdiction over all the Parties to approve, enter, and oversee the
7 enforcement of this Consent Judgment pursuant to law, including Proposition 65.

8 1.7 **No Effect on Future Proceedings.** Except as expressly set forth herein, nothing in
9 this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument or defense the
10 Parties may have in any other or future legal proceedings which do not arise out of the Action
11 and/or the Covered Product.

12 1.8 **No Admission.** This Consent Judgment resolves claims that are denied and
13 disputed. Defendants deny the material, factual, and legal allegations asserted in the Notice, the
14 Complaint, and the Action, and maintain that all of the products it has manufactured, sold, or
15 distributed for sale in California, including the Covered Product, have been, and are, in compliance
16 with all laws. The Parties enter into this Consent Judgment pursuant to a full and final settlement
17 of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Nothing
18 in this Consent Judgment shall be construed as an admission by the Parties of any allegation made
19 in the Notice, the Complaint, or the Action, or of any fact, conclusion of law, issue of law or
20 violation of law of any kind, including without limitation, any admission concerning the Covered
21 Product and/or any alleged or actual violation of Proposition 65 or any other statutory, regulatory,
22 common law, or equitable doctrine, including but not limited to the meaning of the terms
23 “knowingly and intentionally expose” or “clear and reasonable warning” as used in HSC section
24 25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be
25 construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation
26 of law, or of fault, wrongdoing, or liability by Defendants and their respective officers, directors,
27 employees, or parent, subsidiary, or affiliated corporations, or be offered or admitted as evidence
28 in any administrative or judicial proceeding or litigation in any court, agency, or forum.

1 Furthermore, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy,
2 argument, or defense the Parties may have in any other or future legal proceeding, except as
3 expressly provided in this Consent Judgment.

4 **2. CERTAIN DEFINITIONS**

5 2.1 **Covered Product.** As noted above, the term “Covered Product” means the product
6 called: 365 __ Everyday __ Value __ Ginger __ 500 mg __ Dietary Supplement. The Covered
7 Product was and/or is manufactured, distributed and/or offered for sale in California.

8 2.2 **Effective Date.** The term “Effective Date” means the date that this Consent
9 Judgment is approved by the Court.

10 2.3 **Compliance Date.** The term “Compliance Date” means ninety (90) calendar days
11 after the Effective Date.

12 2.4 **Execution Date.** The term “Execution Date” shall mean the date of the last
13 signature to this Consent Judgment.

14 **3. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**


15 3.1 **Threshold for Warnings.** On or after the Compliance Date, Defendants shall not
16 sell, offer for sale, distribute, or manufacture for sale, in the State of California, the Covered Product
17 if it exceeds exposure of 0.50 micrograms of Lead per the maximum daily dose recommended on
18 the label of the Covered Product (referred to as a “Daily Exposure Level”) utilizing the formula
19 and methodology explained in Section 3.4 below, unless the Covered Product meets the warning
20 requirements under Section 3.3 below.

21 3.2 **Reformulated Covered Product.** A “Reformulated Covered Product” is a Covered
22 Product for which the exposure level does not exceed the Daily Exposure Level as determined by
23 the formula, testing and quality control methodology described in this Section 3.2 and/or Section
24 3.7. For purposes of determining if a warning is required pursuant to Section 3.2 and/or Section
25 3.7, the average Lead (Pb) concentration of six (6) samples of the Covered Product randomly
26 selected from different lot numbers by the applicable Defendant (or from as many lots as are
27 available for testing if there are fewer than six (6)) shall be used. The average Lead (Pb)
28 concentration of the six (6) samples shall be calculated using the arithmetic mean. Plaintiff reserves

1 the right to test reformulated product and, if the results are violative of Sections 3.2 or 3.7, to assert
 2 any new claims that may arise, subject to the provisions of Section 5.

3 3.3 **Clear and Reasonable Warning**. On or after the Compliance Date, and except for
 4 Reformulated Covered Product, for any Covered Product that requires a Proposition 65 warning
 5 under this Consent Judgment, Defendants shall, and/or cause their manufacturers to, utilize one of
 6 the following warning statements, as applicable for the Covered Product:

7 3.3.1 Option 1 (must be set off from other surrounding information and enclosed
 8 in a box pursuant to 27 Cal. Code Regs. (“CCR”) § 25607.1):

9  **WARNING: Consuming this product can expose you to chemicals
 10 including lead, which is known to the State of California to cause cancer
 11 and birth defects or other reproductive harm. For more information, go to
 12 www.P65Warnings.ca.gov/food.**

13 3.3.2 Option 2:

14  **WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov.**

15 3.3.3 Option 3. In lieu of Option 1 or Option 2 set forth in Sections 3.3.1 and 3.3.2
 16 above, the Covered Product may be labeled with any warning authorized by regulation applicable
 17 to the Covered Product and chemical at issue in effect on or after the Effective Date, including,
 18 without limitation 27 CCR § 25607.2.

19 3.3.4 Pictograms Format. The pictograms depicted in Sections 3.3.1 and 3.3.2
 20 shall be in yellow with a black exclamation mark; *provided however*, the pictogram may be instead
 21 in white in order to accomplish uniform packaging if the Covered Product label does not contain
 22 the color yellow.

23 3.3.5 Text Format. Respecting the warnings defined in Sections 3.3.1 and 3.3.2,
 24 the warning must be in a type size no smaller than the largest type size used for other product
 25 specific required consumer labeling information on the packaging. In no case shall the warning
 26 appear in a type size smaller than 6-point type. If the warning is printed on the label, the warning
 27 shall be set off from other surrounding information in the label and enclosed in a box.

28 3.4 Internet Sales. In addition to Whole Foods affixing, or causing its manufacturer to
 affix, the warning or alternative warning as provided for above to the Covered Product’s packaging

1 or labeling, the warning or alternative warning shall be posted on websites where Defendants offer
2 the Covered Product for sale to consumers in California. The requirements of this Section shall be
3 satisfied if the warning or alternative warning, or a clearly marked hyperlink using the word
4 “WARNING,” appears on the product description page, or by otherwise “prominently displaying”
5 the warning to the purchaser prior to completing the purchase. For purposes of this subsection, a
6 warning is not “prominently displayed” if the purchaser must search for it in the general content of
7 the website.

8 3.5 Language Other than English. Where the label or packaging of the Covered Product
9 used to provide a warning includes consumer information about the Covered Product in a language
10 other than English, the warning must also be provided in that language in addition to English.

11 3.6 Compliance.

12 3.6.1 Defendants shall be deemed to be in compliance with the warning
13 requirements of this Consent Judgment by either adhering to Section 3.3, Section 3.4, and Section
14 3.5, as applicable, of this Consent Judgment or by complying with any of the safe harbor warning
15 requirements applicable to the Covered Product and chemical at issue as set forth in the regulations
16 of the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) and
17 in effect after the Effective Date.

18 3.6.2 For the avoidance of doubt, Amazon shall be deemed to be in compliance
19 with the warning requirements of this Consent Judgment by adhering to Section 3.4 and has no
20 obligation to place warnings on the physical label or packaging of the Covered Product.

21 3.6.3 Compliance with the terms of this Consent Judgment shall constitute
22 compliance with Proposition 65 by Defendants and the Releasees (hereinafter defined) with respect
23 to the alleged or actual failure to warn about exposures to lead from the Covered Product, as alleged
24 (or that could have been alleged) in the Notice or Complaint.

25 3.7 Formula, Testing and Quality Control Methodology.

26 3.7.1 For purposes of this Consent Judgment, the “Daily Exposure Level” for Lead
27 (Pb) shall be measured in micrograms, and shall be calculated using the following formula:
28 micrograms of Lead (Pb) per gram of Covered Product, multiplied by grams of Covered Product

1 per serving of the product (using the largest serving size appearing on the product label), multiplied
2 by servings of the Covered Product per day (using the largest number of recommended daily
3 servings on the product label), which equals micrograms of Lead (Pb) exposure per day.

4 3.7.2 All testing performed pursuant to this Consent Judgment shall be performed
5 using a laboratory method that complies with the performance and quality control factors
6 appropriate for the method used, including limit of detection, limit of quantification, accuracy, and
7 precision and meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-
8 MS) achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
9 method subsequently agreed upon in writing by the Parties.

10 3.7.3 All testing performed pursuant to this Consent Judgment shall be performed
11 by an independent third-party laboratory certified by the California Environmental Laboratory
12 Accreditation Program for the analysis of heavy metals or a laboratory that is approved by,
13 accredited by, or registered with the United States Food & Drug Administration.

14 4. MONETARY TERMS

15 4.1 **Total Amount of Settlement.** In full satisfaction of all potential civil penalties and
16 CTWG's attorney's fees, expert fees, and all other costs and expenses incurred, including, without
17 limitation, pursuant to California Code of Civil Procedure § 1021.5, with respect to the Action and
18 the Covered Product, upon receipt of a W9 issued by Khansari Law Corporation, Defendants shall
19 pay the total settlement amount of One Hundred Thirty-One Thousand Seven Hundred Fifty-One
20 Dollars (\$131,751) (the "Settlement Amount"), with each of Amazon and Whole Foods
21 individually liable to pay Sixty-Five Thousand Eight Hundred Seventy-Five Dollars and Fifty
22 Cents (\$65,875.50), as follows:

23 4.1.1 **Civil Penalty.** Of the Settlement Amount, Defendants shall pay Twenty
24 Thousand Five Hundred Dollars (\$20,500) as a civil penalty pursuant to HSC § 25249.7(b), to be
25 apportioned in accordance with HSC § 25192, with 75% of these funds (\$15,375) payable to
26 OEHHA and the remaining 25% of the funds (\$5,125) payable to "Khansari Law Corporation -
27 Trust Account" in trust for CTWG as provided by HSC § 25249.12(d), as follows: each of Amazon
28 and Whole Foods shall pay Seven Thousand Six Hundred Eighty-Seven Dollars and Fifty Cents

1 (\$7,687.50) payable to OEHHA, and each of them shall pay Two Thousand Five Hundred Sixty-
2 Two Dollars and Fifty Cents (\$2,562.50) payable to “Khansari Law Corporation - Trust Account”
3 in trust for CTWG.

4 4.1.2 **Attorneys’ Fees and Costs.** Of the Settlement Amount, Defendants shall
5 pay One Hundred Eleven Thousand Two Hundred Fifty Dollars (\$111,250) as reimbursement of
6 CTWG’s attorney’s fees and costs incurred in the Action and with respect to the Notice payable to
7 “Khansari Law Corporation – Trust Account” as follows: each of Amazon and Whole Foods shall
8 pay Fifty-Five Thousand Six Hundred Twenty-Five Dollars (\$55,625) payable to “Khansari Law
9 Corporation – Trust Account.”

10 4.2 **Delivery of Settlement Payments.** The Settlement Amount payments called for in
11 Section 4.1 above shall be made within thirty (30) calendar days of the Effective Date and
12 Defendants’ receipt of a current W-9 from Plaintiff or its counsel, as applicable (via email from
13 CTWG’s counsel), whichever date is later, as follows:

14 4.2.1 Defendants’ respective payments of the civil penalty to OEHHA shall be
15 delivered by United States Mail, with tracking information, or other Overnight express mail service,
16 with tracking information, directly to OEHHA (with an electronic copy and tracking number
17 emailed to andre@khansarilaw.com) at the following address or such other address as updated by
18 OEHHA at the time of payment:

19 Mike Gyurics
20 Fiscal Operations Branch Chief
21 Office of Environmental Health Hazard Assessment
22 P.O. Box 4010
23 Sacramento, CA 95812-4010

24 4.2.2 Defendants’ respective payments of the civil penalty to CTWG, and for
25 CTWG’s attorney’s fees and costs, shall be delivered via electronic wire (wire instructions to be
26 provided by CTWG upon request by either of the Defendants), or check made payable to: “Khansari
27 Law Corp. – Client Trust Account,” and sent via overnight mail with tracking information to the
28 following address, or any other address provided by CTWG’s counsel (via email) if there is an
address change:

1 Andre A. Khansari, Esq.
2 KHANSARI LAW CORPORATION
3 16133 Ventura Blvd., Suite 1200
4 Encino, CA 91436

5 **5. RELEASE OF CLAIMS; BINDING EFFECT**

6 5.1 **Release of Defendants.** CTWG, acting on its own behalf and on behalf of each of
7 its past, current, and future agents, owners, principals, shareholders, officers, directors, employees,
8 parents, subsidiaries, successors, assigns, and legal representatives (collectively referred to as
9 “CTWG Releasers”), and in its representative capacity in the public interest under Health & Safety
10 Code Section 25249.7, fully releases and waives any right to participate (directly or indirectly) in
11 any litigation against the Defendants (namely Whole Foods and/or Amazon), and (a) each of their
12 respective equity owners, parents, subsidiaries, affiliates, sister and related companies, (b) each of
13 their upstream suppliers and all downstream entities in the stream of commerce including but not
14 limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and
15 licensees, and (c) the employees, shareholders, officers, directors, members, managers, equity
16 owners, insurers, attorneys, predecessors, successors, and assigns of any of the entities identified
17 in subsections (a) and (b) (Defendants and the entities identified in subsections (a), (b) and (c)
18 above collectively referred to as “Released Parties”), from all claims, actions, suits, demands,
19 liabilities, damages, penalties, fees (including but not limited to attorneys’ fees, investigator fees,
20 and expert fees), costs, and expenses (collectively referred to as “Claims”) that have been brought,
21 or which could have been brought, in the Action up to and including the Effective Date. Plaintiff
22 on behalf of itself, and in the public interest, hereby discharges the Released Parties from any and
23 all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and
24 expenses asserted, or that could have been asserted, whether known or unknown, suspected or
25 unsuspected, with respect to any alleged violation of Proposition 65 arising from the failure to
26 provide Proposition 65 warnings about exposures to Lead (Pb) from the Covered Product, through
27 and including the Effective Date.

28 5.2 **Release of Unknown Claims.** It is possible that other claims not known to the
Parties arising out of the facts contained in the Notice or alleged in the Complaint relating to the

1 Covered Product will hereafter be discovered. Plaintiff, on behalf of itself only, on the one hand,
2 and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly intended
3 to cover and include all such claims through and including the Effective Date, including all rights
4 of action thereon. Plaintiff and Defendants acknowledge that the claims released in Sections 5.1
5 and 5.2 may include unknown claims, and nevertheless intend to release such claims, and in doing
6 so waive California Civil Code § 1542 which reads as follows:

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

14 Plaintiff understands and acknowledges that the significance and consequence of this
15 waiver of California Civil Code § 1542 is that even if Plaintiff suffers future damages arising out
16 of, resulting from, or related to the Covered Product, Plaintiff will not be able to make any claim
17 for those damages against any of the Released Parties except as permitted under this Consent
18 Judgment.

19 5.3 **Release of Plaintiff.** Released Parties waive any and all claims against Plaintiff, its
20 attorneys, and representatives, for any and all actions taken, or statements made (or those that could
21 have been taken or made) by Plaintiff and its attorneys and other representatives, whether in the
22 course of investigating claims or otherwise seeking enforcement of Proposition 65 arising out of or
23 related to the Notice and/or the Action.

24 **6. INTEGRATION**

25 This Consent Judgment contains the sole and entire agreement of the Parties and any and
26 all prior oral and/or written negotiations and understandings related hereto shall be deemed to have
27 been merged within it. No representations, oral or otherwise, express or implied, other than those
28 contained herein exist or have been made by any Party with respect to the other Party or the subject

1 matter hereof. No other agreements not specifically referred to herein, oral, or otherwise, shall be
2 deemed to exist or to bind any of the Parties.

3 **7. GOVERNING LAW**

4 The terms of this Consent Judgment shall be governed by the laws of the State of California
5 and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or
6 is otherwise rendered inapplicable by amendment or reason of law generally, and/or as to the
7 Covered Product, and/or any of the alleged violations set forth in the Notice, the Complaint, or the
8 Action, then Defendants may seek modification of this Consent Judgment pursuant to Section 12
9 below. None of the terms of this Consent Judgment shall be interpreted to relieve Defendants from
10 their obligation to comply with any other applicable state or federal law or regulation. The Parties
11 agree that if OEHHA changes any of its applicable regulations, including its warning regulations,
12 then Defendants may either conform with the revised regulations or continue to conform with the
13 terms provided in this Consent Judgment if the new implementing regulations so allow.

14 **8. NOTICES**

15 8.1 Unless otherwise specified herein, all correspondence and notices required or that
16 may be provided to either Party to this Consent Judgment by the other shall be in writing and sent
17 to the following agents listed below by email and by either (a) first-class, registered, or certified
18 mail; (b) recognized overnight courier; or (c) personal delivery, on any Party by the other at the
19 following addresses:

20 For CTWG:

21 David Steinman
22 The Chemical Toxin Working Group, Inc.
23 1801 Chart Trail
Topanga, CA 90290

24 With a copy to:

25 Andre A. Khansari, Esq.
26 Khansari Law Corporation
16133 Ventura Blvd., Suite 1200
27 Encino, CA 91436
Email: andre@khansarilaw.com

28 For Whole Foods:

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John H. Hempfling II
Whole Foods Market Services, Inc.
828 W. 6th Street, Suite 200
Austin, Texas 78703
john.hempfling@wholefoods.com

With a copy to:

Wells Blaxter
Blaxter Blackman LLP
601 Montgomery Street, Suite 1110
San Francisco, CA 94111
wblaxter@blaxterlaw.com

For Amazon:

Amazon.com, Inc.
Amazon Legal Department
410 Terry Avenue N
Seattle, WA 98109

With a copy to:

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

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

9. COUNTERPARTS: FACSIMILE/ELECTRONIC SIGNATURES

This Consent Judgment may be executed in counterparts, and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which taken together shall be deemed to constitute one document. A facsimile or .pdf signature sent via email shall be construed as valid as the original signature.

10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f); COURT APPROVAL

10.1 CTWG agrees to comply with the requirements set forth in HSC § 25249.7(f) and to bring a Motion for Approval of this Consent Judgment. The Parties agree to act in good faith to

1 obtain Court approval of the Consent Judgment. Upon entry of the Consent Judgment, the Parties
2 waive their respective rights to a hearing and trial on the allegations in the Notice and Complaint.

3 10.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
4 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
5 become null and void, and the actions shall revert to the status that existed prior to the execution
6 date of this Consent Judgment; provided, however, no term of this Consent Judgment or any draft
7 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
8 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
9 purpose in either the Action, or in any other proceeding; and, the Parties agree to meet and confer
10 to determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

11 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an
12 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
13 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed
14 on its normal course on the trial court's calendar.

15 11. **DRAFTING**. The terms of this Consent Judgment have been reviewed by the respective
16 counsel for each Party to this settlement prior to its signing, and each Party has had an opportunity
17 to fully discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and
18 construction of this Consent Judgment entered thereon, the terms and provisions shall not be
19 construed against any Party.

20 12. **MODIFICATION**

21 12.1 This Consent Judgment may be modified only by further written stipulation of the
22 Parties and the approval of the Court or upon the granting of a motion brought to the Court by either
23 Party, or upon a successful motion of any Party as provided by law and upon entry of a modified
24 Consent Judgment by the Court thereon.

25 12.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
26 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

27 12.3 Any motion to modify shall be served on all Parties and the Office of the Attorney
28 General.

1 **13. ATTORNEY'S FEES.**

2 Except as explicitly provided herein each Party is to bear its own fees and costs with respect
3 to the Action.

4 **14. RETENTION OF JURISDICTION; ENFORCEMENT OF CONSENT JUDGMENT;**
5 **CURE AND GOOD FAITH**

6 14.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
7 of this Consent Judgment under Code of Civil Procedure section 664.6.

8 14.2 Only after it complies with Section 14.4 below may any Party, by motion or
9 application for an order to show cause filed with this Court, enforce the terms and conditions
10 contained in this Consent Judgment.

11 14.3 If either or both Defendants distribute for sale in the State of California, or directly
12 sell in the State of California the Covered Product without a Proposition 65 warning in the future,
13 and subsequently CTWG alleges that any such product is not in compliance with this Consent
14 Judgment, , CTWG agrees to advise the relevant Defendant(s) of such alleged breach in the manner
15 set forth in Section 8 above. For any alleged sale that CTWG alleges is out of compliance, CTWG
16 agrees to provide, with its notice, a screenshot of the Covered Product's label, or online listing on
17 amazon.com, or any other website, its test results, and an explanation as to why CTWG believes it
18 is a Covered Product and not in compliance. CTWG agrees to provide each Defendant, as
19 applicable and relevant to that party, with thirty (30) business days' notice (calculated from the date
20 notice is provided) to cure any alleged violation of this Consent Judgment (the "Notice to Cure").
21 The Parties shall first attempt to resolve the matter prior to any CTWG taking any further legal
22 action with the Court.

23 14.4 If a dispute arises with respect to any Party's compliance with the terms of this
24 Consent Judgment entered by the Court, the Parties shall meet in person or by telephone and
25 endeavor to resolve the dispute in an amicable manner. No action, legal proceeding or motion may
26 be filed in the absence of such a good faith attempt to resolve the dispute beforehand. Where a
27 Party is non-responsive to such effort, a meet and confer email and fifteen (15) days response time
28 are sufficient to demonstrate a good faith effort.

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14.5 In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

15. NO EFFECT ON OTHER SETTLEMENTS

Nothing in this Consent Judgment shall preclude Plaintiff from resolving any claim against another entity or resolving any claim with the same Defendants for products other than the Covered Product, on terms that are different from those contained in this Consent Judgment.

16. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party.

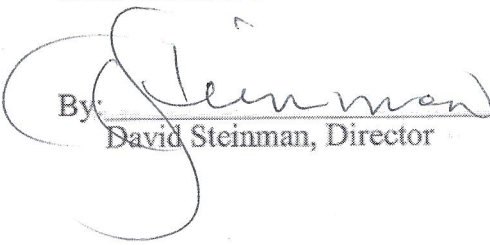
[Signatures Appear on the Following Page]

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IT IS SO STIPULATED:


Dated: ^{DS}September , 2024
October 7

THE CHEMICAL TOXIN WORKING GROUP, INC.

By: 
David Steinman, Director

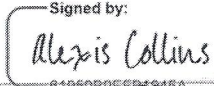
Dated: October 2, 2024

WHOLE FOODS MARKET CALIFORNIA, INC.

By: 
Name: John H. Hempfling II
Its: VP, AGC Litigation

Dated: September , 2024
October 5, 2024

AMAZON.COM SERVICES LLC

Signed by: 
Name: Alexis Collins
Its: Authorized Representative

ORDER AND JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to CAL. HEALTH & SAFETY CODE § 25249.7(f)(4) and CAL. CODE OF CIVIL PROCEDURE § 664.6, and based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved, and Judgment is hereby entered according to its terms.

Dated: _____

Judge of the Superior Court

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