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13 AMAZON.COM, INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SAN FRANCISCO
16

17 KEEP AMERICA SAFE AND BEAUTIFUL,

18 Plaintiff,

19 v.

20 AMAZON.COM, INC.; and DOES 1-30,
21 inclusive,

22 Defendants.
23
24

Lead Case No. CGC-21-593767

*Consolidated with Case Nos. CGC-21-595119
and CGC-21-597555*

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 et seq. and
Code of Civil Procedure § 664.6)

Case Filed: July 12, 2021
Trial: Vacated

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Keep America Safe and
4 Beautiful (“KASB”) and defendant Amazon.com, Inc. (“Amazon”), with KASB and Amazon each
5 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the instant dispute under
6 the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.*
7 (“Proposition 65”).

8 **1.2 Plaintiff**

9 KASB is a California-based non-profit organization proceeding in the public interest pursuant
10 to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of
11 California to cause cancer, birth defects, or other reproductive harm are disclosed to California
12 consumers, or eliminated from consumer products sold in California.

13 **1.3 Defendant**

14 Amazon employs ten or more persons. Further, for the purposes of this litigation only,
15 KASB alleges that Amazon is a person in the course of doing business for purposes of California
16 Health & Safety Code § 25249.11(b).

17 **1.4 General Allegations & Product Description**

18 KASB alleges that Amazon manufactures, imports, sells, or distributes (or previously
19 manufactured, imported, sold, or distributed) for sale in or into California the following specifically
20 identified products: (1) the *Aidetek BNC to Mini Grabber Test Lead Sets (Cord), Model # AP1020,*
21 *Amazon Standard Identification No. (“ASIN”) B011GBI3XO,* a tool with vinyl components
22 containing di-(2-ethyhexyl)phthalate (“DEHP”); (2) the *DURAGADGET Smartphone Sports*
23 *Armband (Purple), SKU: 1282, ASIN: B00NWXGKEBO,* a smartphone armband case containing
24 DEHP; (3) the *Storm Surface Marker and Flag for Scuba Diving or Snorkeling, SKU: FL_SFB-01,*
25 *ASIN: B006H8XPBU,* a vinyl float containing diisononyl phthalate (“DINP”); (4) the *Amazon Basics*
26 *Leatherette Steering Wheel Cover 15", Black", ASIN: B07X247V9K,* a vinyl steering wheel cover
27 containing DEHP; (5) the *JAVOedge (3 PACK) 2 Tone Style Soft Pouch Eyeglass Storage Case*
28 *EYEW-00375- 3PACK, ASIN: B07QHVMXN4H,* a vinyl eyewear case containing DEHP; (6) the

1 *Obbomed Cushion Toilet Seat Raiser Model No. MU-3402 UPC 8 13790 02304 9, ASIN:*
2 *B00WM65SCU*, a vinyl/PVC toilet seat raiser containing DEHP; (7) the *Mini Balcony Greenhouse,*
3 *Model No.: SH3270-12.5, ASIN: B00JEN2AIQ*, a vinyl/PVC greenhouse containing DEHP;
4 (8) *Premium Tick Remover Kit - Stainless Steel Tick Remover + Tweezers, Leather Case, and Free*
5 *Pocket Tick Identification Card, ASIN: B075DKL3Z6*, a pet tick remover kit containing DEHP; and
6 (9) the *A ABIGAIL Gas Siphon Hose Pump Shaker Siphon for Gasoline Fuel Water Transfer Safe*
7 *Multi-Purpose Self Priming Pump 6 Foot High Grade Hose ½” Valve, ASIN B07XFM6KB3*, a hose
8 pump containing DEHP and di-n-butyl phthalate (“DBP”); and (10) *Hand Held Coil Crimpers Pliers*
9 *for Spiral Binding Spines, ASINs: B00287WTUM and B00N6FJMVO*, a tool with vinyl grip
10 containing DEHP. All such products shall be referred to collectively herein as the “Covered
11 Products.”

12 DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to
13 cause cancer, and birth defects or other reproductive harm. Proposition 65 lists DINP as a chemical
14 known to the State of California to cause cancer. DBP is listed pursuant to Proposition 65 as a
15 chemical known to the State of California to cause birth defects or other reproductive harm. The
16 Covered Product alleged to contain DBP and DEHP above shall also be referred to herein as the
17 “DBP/DEHP Containing Covered Product.” The Covered Products alleged to contain only DEHP
18 above shall also be referred to herein as the “DEHP Containing Covered Products.” The Covered
19 Product alleged to contain DINP above shall also be referred to herein as the “DINP Containing
20 Covered Product.”

21 KASB further alleges that Amazon sells the Covered Products in California without providing
22 the “clear and reasonable warning” regarding the presence of DEHP, DBP, and/or DINP or the types
23 of harm associated with exposures to these listed chemicals in violation of Proposition 65.

24 **1.5 Notices of Violation**

25 On September 11, 2020, KASB served Amazon, the California Attorney General (“OAG”),
26 and all requisite public enforcement agencies with a 60-Day Notice of Violation alleging Amazon
27 violated Proposition 65 by failing to warn its customers and consumers in California that the *Aidetek*
28 *BNC to Mini Grabber Test Lead Sets (Cord), Model # AP1020, Amazon Standard Identification No.*

1 (“ASIN”) *B011GBI3XO*, a tool with vinyl components, can expose consumers and end-users to
2 DEHP.

3 On September 11, 2020, KASB served Amazon, the OAG, and all requisite public
4 enforcement agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65
5 by failing to warn its customers and consumers in California that the *DURAGADGET Smartphone*
6 *Sports Armband (Purple)*, SKU: 1282, ASIN: B00NWXGKEBO, a smartphone armband case, can
7 expose consumers and end-users to DEHP.

8 On September 11, 2020, KASB served Amazon, the OAG, and all requisite public
9 enforcement agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65
10 by failing to warn its customers and consumers in California that the *A ABIGAIL Gas Siphon Hose*
11 *Pump Shaker Siphon for Gasoline Fuel Water Transfer Safe Multi-Purpose Self Priming Pump 6*
12 *Foot High Grade Hose ½” Valve*, ASIN B07XFM6KB3, a siphon hose allegedly containing DEHP
13 and di-n-butyl phthalate (“DBP”);.

14 On October 21, 2020, KASB served Amazon, the OAG, and all requisite public enforcement
15 agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65 by failing to
16 warn its customers and consumers in California that the *TickCheck.com Two-Piece Tick Remover Kit*
17 *UPC 8 60061 00204 3*, ASIN B075DKL3Z6, a tick remover kit, can expose consumers and end-users
18 to DEHP.

19 On November 18, 2020, KASB served Amazon, the OAG, and all requisite public
20 enforcement agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65
21 by failing to warn its customers and consumers in California that the *Storm Surface Marker and Flag*
22 *for Scuba Diving or Snorkeling*, SKU: FL_SFB-01, ASIN: B006H8XPBU, a vinyl float, can expose
23 consumers and end-users to DINP.

24 On January 29, 2021, KASB served Amazon, the OAG, and all requisite public enforcement
25 agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65 by failing to
26 warn its customers and consumers in California that the *Amazon Basics Leatherette Steering Wheel*
27 *Cover 15", Black"*, ASIN: B07X247V9K, a vinyl steering wheel cover, can expose consumers and
28 end-users to DEHP.

1 On January 29, 2021, KASB served Amazon, the OAG, and all requisite public enforcement
2 agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65 by failing to
3 warn its customers and consumers in California that the *Hand Held Coil Crimpers Pliers for Spiral*
4 *Binding Spines, X000KD3VQX UPC 6 96720 99659 6, ASIN B00287WTUM*, a tool with vinyl grip,
5 can expose consumers and end-users to DEHP.

6 On February 3, 2021, KASB served Amazon, the OAG, and all requisite public enforcement
7 agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65 by failing to
8 warn its customers and consumers in California that the *JAVOedge (3 PACK) 2 Tone Style Soft*
9 *Pouch Eyeglass Storage Case EYEW-00375- 3PACK, ASIN: B07QHVN4H*, a vinyl eyewear case,
10 can expose consumers and end-users to DEHP.

11 On February 3, 2021, KASB served Amazon, the OAG, and all requisite public enforcement
12 agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65 by failing to
13 warn its customers and consumers in California that the *Obbomed Cushion Toilet Seat Raiser Model*
14 *No. MU-3402 UPC 8 13790 02304 9, ASIN: B00WM65SCU*, a vinyl/PVC toilet seat raiser, can
15 expose consumers and end-users to DEHP.

16 On March 12, 2021, KASB served Amazon, the OAG, and all requisite public enforcement
17 agencies with a 60-Day Notice of Violation alleging Amazon violated Proposition 65 by failing to
18 warn its customers and consumers in California that the *Mini Balcony Greenhouse, Model No.:*
19 *SH3270-12.5, ASIN: B00JEN2AIQ*, a vinyl/PVC greenhouse, can expose consumers and end-users
20 to DEHP.

21 All of the above 60-Day Notices of Violation of Proposition 65 shall be referred to
22 collectively herein as the “Notices.” No public enforcer has commenced and is diligently
23 prosecuting an action to enforce the allegations set forth in any of the Notices.

24 **1.6 Complaint History**

25 On July 12, 2021, KASB commenced the captioned action (the “Lead Case”), as amended,
26 naming Amazon as a defendant for alleged violations of Proposition 65.

1 On September 8, 2021, KASB commenced another action, *Keep America Safe and Beautiful*
2 *v. Oregon Laminations Company, et al.* (San Francisco Superior Court, Case No. CGC-21-595119),
3 naming Amazon as a defendant for alleged violations of Proposition 65.

4 On September 28, 2021, KASB commenced a third action, *Keep America Safe and Beautiful*
5 *v. Obbomed Group, LLC, et al.* (San Francisco Superior Court, Case No. CGC-21-595555), naming
6 Amazon as a defendant for alleged violations of Proposition 65.

7 On September 27, 2023, the Court entered an Order consolidating each of the above three
8 cases into the Lead Case, as Amazon was the only remaining defendant in each of the three pending
9 matters.

10 All of the above actions shall be referred to collectively herein as the “Actions” and each of
11 the complaints filed in the Actions shall be referred to collectively herein as the “Complaints.”

12 **1.7 No Admission**

13 Amazon denies all material, factual, and legal allegations contained in the Notices and
14 Complaints, or alleged in the Actions, and maintains that all Covered Products that were sold or
15 distributed for sale in California comply, and at all times have complied, with all laws. Neither any
16 term of this Consent Judgment nor Amazon’s compliance with its terms shall constitute or be
17 construed as an admission by Amazon of any fact, finding, conclusion of law, issue of law, or
18 violation of law. This Section shall not, however, diminish or otherwise affect Amazon’s
19 obligations, responsibilities, and duties under this Consent Judgment.

20 **1.8 Jurisdiction**

21 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
22 jurisdiction over Amazon as to the allegations contained in the Complaints, that venue is proper in
23 San Francisco County Superior Court, and that the Court has jurisdiction to enter and enforce the
24 provisions of this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure
25 § 664.6.

26 **1.9 Effective and Compliance Dates**

27 For purposes of this Consent Judgment, the term “Effective Date” means the date on which
28 the Court approves this Consent Judgment and enters Judgment pursuant to its terms.

1 For purposes of this Consent Judgment, the term “Compliance Date” means 30 calendar days
2 after the Effective Date.

3 **2. INJUNCTIVE RELIEF**

4 **2.1 Clear and Reasonable Warnings for Covered Products**

5 (a) Amazon agrees, promises, and represents that, by the Compliance Date, to the extent it
6 ships or sells Covered Products in California, Amazon will either:

7 (1) provide the Section 2.1(b) warning on each Covered Product’s online product
8 page on amazon.com by (A) Amazon applying the Section 2.1(b) warning itself, or (B) Amazon
9 instructing vendors and third-party sellers of the Covered Products to fulfill their existing contractual
10 obligation by providing the Section 2.1(b) warning on each Covered Product’s online product page on
11 amazon.com and Amazon confirming prompt placement of the Section 2.1(b) warning on each
12 Covered Product’s online product page on amazon.com; or

13 (2) cease allowing the Covered Products to be offered without a Section 2.1(b)
14 warning for sale in California on amazon.com.

15 (b) The warnings required by Section 2.1(a) shall be provided in a conspicuous and
16 prominent manner such that they will be likely to be read or seen by the consumer prior to or at the
17 time of the sale or purchase. The Parties agree that placement of the applicable long-form warning set
18 forth below on each Covered Product’s online product page on amazon.com shall constitute compliance
19 by Amazon with Proposition 65 with respect to any Covered Products. Where a warning provided on
20 the packaging of a Covered Product uses one of the short-form warnings below, the warning provided
21 on the Covered Product’s online product page on amazon.com may similarly use the same short-form
22 warning, and such use shall constitute compliance by Amazon with Proposition 65 with respect to the
23 Covered Product.

24 **(1) Long-Form Warning for DINP Containing Covered Product:**

25 **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This
26 product can expose you to chemicals including diisononyl phthalate (DINP),
27 which is known to the State of California to cause cancer. For more information
28 go to www.P65Warnings.ca.gov.

(2) Long-Form Warning For DEHP Containing Covered Products:

1 **⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This
2 product can expose you to chemicals including di(2-ethylhexyl) phthalate
3 (DEHP), which is known to the State of California to cause cancer and birth
4 defects or other reproductive harm. For more information go to
5 www.P65Warnings.ca.gov.

6 **(3) Long-Form Warning for DBP/DEHP Containing Covered Products:**

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

13 **(4) Short-Form Warnings For DINP Containing Covered Products:**

14 **⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Cancer
15 Risk from exposure to diisononyl phthalate (DINP). See
16 www.P65Warnings.ca.gov.

17 - or -

18 **⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can
19 expose you to diisononyl phthalate (DINP), a carcinogen. See
20 www.P65Warnings.ca.gov.

21 - or, for Covered Products manufactured and labeled prior to January 1, 2028 -

22 **⚠️ WARNING:** Cancer – www.P65Warnings.ca.gov

23 **(5) Short-Form Warnings For DEHP Containing Covered Products:**

24 **⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of
25 cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP).
26 See www.P65Warnings.ca.gov.

27 - or -

28 **⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can
expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive
toxicant. See www.P65Warnings.ca.gov.

- or, for Covered Products manufactured and labeled prior to January 1, 2028 -

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

(6) Short-Form Warning For DBP/DEHP Covered Products:

⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of
reproductive harm from exposure to di-n-butyl phthalate (DBP), and risk of cancer
and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See
www.P65Warnings.ca.gov.

1 - or -

2 **⚠️WARNING [or] CA WARNING [or] CALIFORNIA WARNING** Can expose
3 you to di-n-butyl phthalate (DBP), a reproductive toxicant, and di(2-ethylhexyl)
4 phthalate (DEHP), a carcinogen and reproductive toxicant. See
5 www.P65Warnings.ca.gov.

6 - or , for Covered Products manufactured and labeled prior to January 1, 2028 -

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

8 (c) Amazon shall identify all vendors and third-party sellers of the Covered Products as of
9 the Effective Date and notify them of the legal requirement to provide the Section 2.1(b) warning
10 statement for each Covered Product online, and that the California Attorney General maintains that
11 the law requires that vendors and third-party sellers of the Covered Products that are subject to
12 Proposition 65 also apply the Section 2.1(b) warning statement, directly on the packaging of the
13 Covered Products. Amazon shall not be responsible or liable for failures of any vendors or third-
14 party sellers of the Covered Products to fulfill their independent Proposition 65 obligations to provide
15 warning statements directly on the packaging of the Covered Products.

16 (d) To the extent that the product information for any of the Covered Products appears in a
17 foreign language (e.g., if a potential purchaser chooses to review amazon.com’s website in Spanish,
18 using amazon.com’s translation feature), the Proposition 65 warning shall appear in the same foreign
19 language.

20 **2.2 Covered Products in the Stream of Commerce**

21 Any Covered Products sold prior to the Compliance Date shall not be subject to the
22 requirements of Section 2.1.

23 **2.3 Right to Cure (No Assignment or Transfer of Claims)**

24 With the exception of public enforcers, Plaintiff shall have the exclusive right to enforce the
25 provisions of this Consent Judgment pursuant to California Health & Safety Code § 25249.7(d).
26 Plaintiff represents and warrants neither it nor its agents or attorneys have assigned or otherwise
27 transferred, or attempted to assign, or transfer, any claim or claims against Amazon based on the
28 Notices, Action or otherwise related to the subject matter of this Consent Judgment. Plaintiff further
warrants that neither it nor its agents or attorneys are aware of any other potential private enforcer or

1 attorney who intends to bring litigation based on the Covered Products, the subject matter of the
2 Consent Judgment.

3 To the extent Plaintiff, its agents, or its attorneys identify any Covered Product for sale on
4 amazon.com to consumers in California, which they believe is not in compliance with this Consent
5 Judgment, Plaintiff agrees to advise Amazon of such alleged breach in the manner set forth in
6 Section 9, and provide Amazon with 45 calendar days (calculated from the date written notice is
7 provided electronically) to cure any alleged violation, including by providing a Proposition 65
8 warning or taking action to ensure that the product is not sold to any purchaser with a shipping
9 address in California. Such notice to Amazon shall contain information sufficient for Amazon to
10 identify the product(s) and the product's seller, which shall include the Amazon Standard
11 Identification Number (ASIN), the name of the product, a screenshot of the product's online listing,
12 and at least a summary explanation as to why Plaintiff believes it is a Covered Product, or a product
13 similar in nature thereto, and not in compliance.

14 If the alleged non-compliance is cured within the 45 calendar days, then Amazon shall: (i) not
15 be deemed in breach or violation of Proposition 65 based on the Notices, Action or this Consent
16 Judgment in any respect; (ii) Plaintiff shall take no further action to enforce Proposition 65
17 concerning the Covered Products based on the Notices, Action or this Consent Judgment; (iii)
18 Plaintiff shall not be entitled to seek or recover any civil penalties; (iv) Plaintiff and its counsel shall
19 not be entitled to seek or recover any attorneys' fees or costs, or any other available remedies arising
20 from or relating to the alleged failure to comply with Proposition 65 or the terms of this Consent
21 Judgment; and (v) the matter shall be deemed to be resolved by and between Amazon and Plaintiff as
22 to such products.

23 **3. ENFORCEMENT**

24 Plaintiff may, by motion or application for an order to show cause before the Superior Court
25 of San Francisco County, enforce the terms and conditions contained in this Consent Judgment. Prior
26 to bringing any motion or application to enforce the requirements of Section 2 above, Plaintiff shall
27 provide Amazon with a Notice of Violation and a copy of any test results which purportedly support
28 the Notice of Violation. The Parties shall then meet and confer regarding the basis for the anticipated

1 motion or application in an attempt to resolve it informally, including providing Amazon with a
2 reasonable opportunity of at least thirty (30) days to cure any alleged violation. Should such attempts
3 at informal resolution fail, Plaintiff may file an enforcement motion or application. To the extent
4 Amazon can demonstrate a Covered Product, defined by Section 1.3, was sold or shipped to a
5 consumer in California through amazon.com prior to the Effective Date, the sale of such Covered
6 Product will not constitute a violation of the terms of this Consent Judgment.

7 **4. MONETARY SETTLEMENT TERMS**

8 **4.1 Civil Penalty**

9 Within forty-five (45) days of the Effective Date and Amazon's receipt of current and
10 complete W-9 forms from both KASB and KASB's counsel, whichever date is later, pursuant to
11 Health and Safety Code § 25249.7(b), and in settlement of all alleged violations and claims referred
12 to in the Notices, Complaints, Actions, and this Consent Judgment, Amazon agrees to pay a civil
13 penalty of \$26,000.00. Amazon's civil penalty payment will be allocated according to Health and
14 Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the
15 California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
16 twenty-five percent (25%) retained by KASB. Amazon shall issue two checks: (i) one made payable
17 to "OEHHA" in the amount of \$19,500.00; and (ii) one made payable to "Seven Hills LLP in Trust
18 for KASB" in the amount of \$6,500.00. Amazon shall deliver both checks to KASB's counsel, who
19 shall deliver them to OEHHA and KASB.

20 **4.2 Reimbursement of Attorneys' Fees and Costs**

21 KASB and its counsel offered to resolve the allegations in the Notices and Complaints
22 without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after
23 the Parties finalized the other material settlement terms, they negotiated and reached an accord on the
24 amount of reimbursement to be paid to KASB's counsel, under general contract principles and the
25 private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all
26 work performed through the mutual execution and reporting of this Consent Judgment to the Office
27 of the OAG and entry of Judgment pursuant its terms, but exclusive of fees and costs on appeal, if
28 any. Within forty-five (45) days of the Effective Date and Amazon's receipt of a current and

1 complete W-9 form from Seven Hills LLP according to Section 4.3, below, Amazon shall issue a
2 check in the amount of \$189,000.00 payable to “Seven Hills LLP” for all fees and costs incurred
3 investigating, bringing this matter to Amazon’s attention, litigating, negotiating a settlement in the
4 public interest, obtaining the Court’s approval of its terms pursuant to Section 6, and reporting to the
5 OAG.

6 **4.3 Form of Payments; Provision of IRS W9 Forms as Prerequisite to Payment**

7 No payments payable and due under this Consent Judgment shall be due until counsel for
8 KASB provides current and complete federal Internal Revenue Service (“IRS”) W9 forms for all
9 payees under this Consent Judgment to counsel for Amazon, except for OEHHA for which no W9
10 form is required. The Parties and their counsel acknowledge and agree that KASB’s obligation to
11 provide current and complete IRS W9 forms shall be satisfied when counsel for KASB transmits the
12 current and completed forms by electronic mail, regardless of any return response or
13 acknowledgment of receipt by Amazon.

14 **5. CLAIMS COVERED AND RELEASED**

15 **5.1 Public Release**

16 This Consent Judgment is a full, final, and binding resolution of the claims that were or could
17 have been asserted by KASB in the Actions. KASB, acting in the public interest and on behalf of
18 itself and its past, and current agents, representatives, attorneys, successors and/or assignees
19 (“Releasers”) releases Amazon and its past and current direct and indirect subsidiaries, parents,
20 predecessors, successors, affiliated entities under common ownership, directors, officers, managers,
21 shareholders, members, employees, agents, assignees, and attorneys, as well as each entity to whom
22 Amazon directly or indirectly distributes or sells the Products including, but not limited to, its
23 downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisees,
24 cooperative members, and licensees (“Releasees”) from, and with regard to, any and all alleged or
25 actual violations of Proposition 65 for a failure to warn about exposures to DEHP, DBP/DEHP,
26 and/or DINP from the DEHP Containing Covered Products, DBP/DEHP Containing Covered
27 Products, and/or DINP Containing Covered Products respectively, that were sold and/or offered for
28 sale on amazon.com to customers in California before the Compliance Date.

1 The Parties agree that compliance with Section 2 of this Consent Judgment shall be deemed
2 compliance by Amazon with Proposition 65 with respect to alleged exposures to DEHP, DBP/DEHP,
3 and/or DINP in the DEHP Containing Covered Products, DBP/DEHP Containing Covered Products,
4 and/or DINP Containing Covered Products respectively. The Parties further understand and agree the
5 Section 5.1 and Section 5.2 releases shall not extend upstream to any entity who sold or otherwise
6 provided the Products, or any component parts thereof, to Amazon. Nor shall these Section 5 releases
7 extend to any entity who has an independent duty to provide a clear and reasonable warning under
8 Proposition 65 and fails to do so. Nothing in these Section 5 releases shall affect KASB's right to
9 commence or prosecute an action under Proposition 65 against a Releasee that does not involve the
10 Covered Products.

11 **5.2 KASB's Individual Release of Claims**

12 KASB, in its individual capacity only and not in its representative capacity, but on behalf of
13 itself and its past, current, and future agents, representatives, attorneys, successors and /or assignees,
14 also hereby provides a release to Amazon and the Releasees, which shall be effective as a full and
15 final accord and satisfaction, as a bar to all actions, causes of actions, obligations, costs, expenses,
16 attorneys' fees, damages, losses, claims, liabilities and demands of KASB of any nature, character, or
17 kind arising out of alleged or actual exposures to DEHP, DBP and/or DINP in Covered Products
18 manufactured or distributed into the state of California by Amazon prior to the Compliance Date.
19 Nothing in this section shall affect KASB's right to commence or prosecute an action under
20 Proposition 65 against a Releasee that does not involve the Covered Products.

21 **5.3 Amazon's Release of KASB**

22 Amazon, on behalf of itself, its past and current agents, representatives, attorneys, successors,
23 and assignees, hereby waives any and all claims against KASB and its attorneys and other
24 representatives, for any and all actions taken or statements made (or those that could have been taken
25 or made) by KASB and its attorneys and other representatives, whether in the course of investigating
26 the claims at issue in these Actions or otherwise seeking to enforce Proposition 65 against it in this
27 matter with respect to the Covered Products.
28

1 **5.4 Mutual Waiver of Unknown Claims**

2 KASB, on behalf of itself only and *not* in the public interest, on the one hand, and Amazon on
3 the other hand, each acknowledge that the claims in this Agreement include all known and unknown
4 claims pertaining to DEHP, DBP and/or DINP contained in the Covered Products sold in California
5 before the Effective Date, and each waive the provisions of California Civil Code § 1542 as to any
6 unknown claims pertaining to the failure to warn about DEHP, DBP and/or DINP in the Covered
7 Products sold in California prior to the Compliance Date. Section 1542 specifically states:

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

11 The Parties acknowledge and understand the significance and consequences of this specific waiver of
12 California Civil Code § 1542.

13 **6. COURT APPROVAL**

14 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed
15 motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their
16 best efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this
17 Consent Judgment, and to obtain judicial approval of their settlement in a timely manner. For
18 purposes of this section, “best efforts” shall include, at a minimum, supporting the motion for
19 approval, responding to any third-party objection, and appearing at the hearing before the Court if so
20 requested.

21 This Consent Judgment 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 if there
23 was a material breach of the foregoing paragraph of this Section 6) if, for any reason, it is not
24 approved and entered by the Court within one year after it has been fully executed by all Parties.

25 **7. SEVERABILITY**

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

1 **8. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the State of California
3 and apply within California. Nothing in this Consent Judgment shall be interpreted to relieve
4 Amazon from its obligation to comply with any state or federal law.

5 **9. NOTICE**

6 Unless specified herein, all correspondence and notice required by this Consent Judgment
7 shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or
8 (ii) a recognized overnight courier to any Party by the other at the following addresses. In addition
9 to (i) or (ii) above, any notice required or permitted by this Consent Judgment shall also be provided
10 via electronic mail if an email address is provided for the recipient below:

11 For Amazon:

12 Gregory L. Doll, Esq.
13 Jamie Kendall, Esq.
14 DOLL AMIR & ELEY LLP
15 515 S. Flower St., Ste. 1812
Los Angeles, CA 90071
gdoll@dollamir.com
jkendall@dollamir.com

For KASB:

Brian C. Johnson, Esq.
SEVEN HILLS LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
laralei@sevenhillsllp.com
brian@sevenhillsllp.com
kimberly@sevenhillsllp.com

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

18 **10. COUNTERPARTS AND PDF SIGNATURES**

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

22 **11. COMPLIANCE WITH REPORTING REQUIREMENTS**

23 KASB and its counsel agree to comply with the reporting form requirements referenced in
24 California Health and Safety Code § 25249.7(f).

25 **12. ENTIRE AGREEMENT**

26 This Consent Judgment 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, or understandings related thereto, if any, are hereby merged herein. No

warranties, representations, or other agreements exist between the Parties or their counsel except as expressly set forth herein. No representation, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party or any of their counsel. No other agreements not specifically contained herein, oral or otherwise, shall be deemed to exist or to bind any Party hereto or any of their counsel.

13. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties (which agreement shall not be unreasonably withheld) and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any Party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment without first providing written notice to the other Party of the basis for the modification sought, and meeting and conferring in good faith prior to moving the Court for an order modifying the Consent Judgment. In the event the Parties or either Party seek(s) modification of this Consent Judgment by written agreement or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing by the Court on a motion for approval of such modification.

14. AUTHORIZATION

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

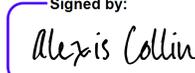
AGREED TO:

AGREED TO:

Date: 12/9/2025

Date: December 12, 2025

By: 
Lance Nguyen, CEO
KEEP AMERICA SAFE AND
BEAUTIFUL

Signed by:

Alexis Collins, Authorized Representative
AMAZON.COM, INC.