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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURISDICTION

PAUL WOZNIAK,  
Plaintiff,  
v.  
AMAZON.COM, INC.,  
Defendant.

Case No. CGC-22-602834  
(Consolidated with CGC-23-611125)

**[PROPOSED] CONSENT JUDGMENT**

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

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between Plaintiff Paul Wozniak (“Plaintiff”)  
4 and Defendant Amazon.com, Inc. (“Amazon”), with Plaintiff and Amazon each referred to  
5 individually as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

7 Plaintiff is a resident of the State of California who seeks to promote awareness of  
8 exposures to toxic chemicals, and to improve human health by reducing or eliminating harmful  
9 substances contained in consumer products.

10 **1.3 Defendant**

11 Amazon employs ten or more persons. Further, for the purposes of this litigation only,  
12 Plaintiff alleges that Amazon is a person in the course of doing business for purposes of the Safe  
13 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5,  
14 et seq. (“Proposition 65”).

15 **1.4 General Allegations**

16 Plaintiff alleges that Amazon imports, sells and/or distributes for sale in California certain  
17 mobility devices, including wheelchairs and wheelchair components, containing di(2-  
18 ethylhexyl)phthalate (DEHP), diisononyl phthalate (DINP), and/or lead, and that it does so  
19 without providing the health hazard warning that Plaintiff alleges is required by Proposition 65.  
20 DEHP and DINP are listed pursuant to Proposition 65 as chemicals known to the State of  
21 California to cause cancer. Lead is listed pursuant to Proposition 65 as a chemical known to the  
22 State of California to cause cancer and birth defects or other reproductive harm.

23 **1.5 Product Description**

24 The products covered by this Consent Judgment are limited to mobility devices, including  
25 wheelchairs and wheelchair components, that contain DEHP, DINP and/or lead and that are  
26 offered for sale on amazon.com to consumers in California, as set forth specifically on Exhibit A  
27 (hereinafter referred to as the “Covered Products”).

28

1           **1.6 Notices of Violation**

2           In June 2022, Plaintiff issued several 60-Day Notices of Violation to Amazon and requisite  
3 public enforcement agencies alleging that Amazon violated Proposition 65 when it failed to warn  
4 consumers in California that certain mobility devices, including wheelchairs and wheelchair  
5 components, offered for sale on amazon.com to consumers in California contain and expose users  
6 to DEHP (Attorney General Notice Numbers 2022-01123 and 2022-01126) (hereinafter referred to  
7 as “the DEHP Notices”). To the best of the Parties’ knowledge, no public enforcer has  
8 commenced or is diligently prosecuting the allegations set forth in the DEHP Notices.

9           In June 2022 and October 2022, Plaintiff issued two 60-Day Notices of Violation to  
10 Amazon and requisite public enforcement agencies alleging that Amazon violated Proposition 65  
11 when it failed to warn consumers in California that certain mobility devices, including wheelchairs  
12 and wheelchair components, offered for sale on amazon.com to consumers in California contain  
13 and expose users to DINP (Attorney General Notice Numbers 2022-01124 and 2022-02532)  
14 (hereinafter referred to as “the DINP Notices”). To the best of the Parties’ knowledge, no public  
15 enforcer has commenced or is diligently prosecuting the allegations set forth in the DINP Notices.

16           In June 2022, October 2022, and September 2023, Plaintiff served Amazon and requisite  
17 public enforcement agencies with two additional 60-Day Notices of Violation identifying certain  
18 mobility devices, including wheelchairs and wheelchair components allegedly containing DEHP  
19 and/or DINP, as being sold in violation of Proposition 65 (Attorney General Notice Numbers  
20 2022-01125, 2022-02531, and 2023-02760) (hereinafter referred to as “the DEHP/DINP  
21 Notices”). To the best of the Parties’ knowledge, no public enforcer has commenced or is  
22 diligently prosecuting the allegations set forth in the DEHP/DINP Notices.

23           On October 6, 2023, November 7, 2023, and December 8, 2023, Plaintiff served Amazon  
24 and requisite public enforcement agencies with supplemental 60-Day Notices of Violation  
25 identifying certain mobility devices, including wheelchairs and wheelchair components allegedly  
26 containing DEHP, DINP and/or lead, as being sold in violation of Proposition 65 (Attorney  
27 General Notice Numbers 2023-03064, 2023-03488, and 2023-03904, hereinafter referred to as the  
28 “the DEHP/DINP/Lead Notices”). To the best of the Parties’ knowledge, no public enforcer has

1 commenced or is diligently prosecuting the allegations set forth in the DEHP/DINP/Lead Notices.

2 The DEHP Notices, DINP Notices, DEHP/DINP Notices, and DEHP/DINP/Lead Notices  
3 shall be collectively referred to as the “Notices.”

#### 4 **1.7 Complaints**

5 On November 9, 2022, Plaintiff commenced the instant action, naming Amazon for alleged  
6 violations of Proposition 65 (Case No. CGC-22-602834, herein referred to as “the First  
7 Complaint”). Defendant filed its answer on December 22, 2022. On February 3, 2022, the Court  
8 entered an order setting trial for April 15, 2024. On August 22, 2023, the Parties filed a joint and  
9 unopposed *ex parte* application for an order continuing the trial date of April 15, 2024, to October  
10 14, 2024, which the Court granted on August 23, 2023.

11 On December 15, 2023, Plaintiff commenced another action (CGC-23-611125, herein  
12 referred to as “the Second Complaint”), naming Amazon for alleged violations of Proposition 65.  
13 Defendant filed its answer on January 25, 2024.

14 On March 7, 2024, the Parties jointly stipulated to consolidate the First Complaint and the  
15 Second Complaint, and on March 14, 2024, the Court ordered the cases consolidated for all  
16 purposes, including trial. The Court further ordered this Case No. CGC-22-602834 as the lead case  
17 and all further filings to be filed in the lead case only. On April 10, 2024, the Parties filed a joint  
18 motion for an order continuing the trial date of October 14, 2024. On May 7, 2024, the Court  
19 ordered that the trial date be continued to November 18, 2024.

20 The First Complaint and Second Complaint are collectively referred to as the  
21 “Complaints.” The two enforcement actions are collectively referred to as the “Actions.”

22 As of the Effective Date (defined below), the Parties stipulate and agree that the First  
23 Complaint shall be deemed amended *nunc pro tunc* by the Court to include all claims and  
24 allegations that are the subject of the Actions (inclusive of the First and Second Complaints), all  
25 claims and allegations that are the subject of the Notices, and all Covered Products.

#### 26 **1.8 No Admission**

27 Amazon denies all material, factual and legal allegations contained in the Notices and  
28 Complaints, or alleged in the Actions, and maintains that all Covered Products that were sold and

1 distributed in California have been and are in compliance with all laws and further contends that it  
2 has no obligations under Proposition 65 to provide warnings on any third party sellers' Covered  
3 Products. Nothing in this Consent Judgment shall be construed as an admission by Amazon of  
4 any fact, finding, issue of law or violation of law; nor shall compliance with this Consent  
5 Judgment constitute or be construed as an admission by Amazon of any fact, finding, conclusion,  
6 issue of law or violation of law. This Section 1.8 shall not, however, diminish or otherwise affect  
7 the obligations, responsibilities, and duties under this Consent Judgment.

8 **1.9 Jurisdiction**

9 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
10 jurisdiction over Amazon as to the allegations contained in the Complaints, that venue is proper in  
11 the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions  
12 of this Consent Judgment pursuant to law including Proposition 65 and Code of Civil Procedure  
13 § 664.6.

14 **1.10 Effective, Compliance, and Execution Date**

15 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this  
16 Consent Judgment is approved by the Court. For purposes of this Consent Judgment, the term  
17 "Compliance Date" shall mean 90 calendar days after the Effective Date. For purposes of this  
18 Consent Judgment, the term "Execution Date" shall mean the date of the last signature to this  
19 Consent Judgment.

20 **2. INJUNCTIVE RELIEF**

21 **2.1 Warning Standards on Covered Products**


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

- 24 (1) provide the Section 2.1(b) warning on each Covered Product's online  
25 product page on amazon.com by (A) Defendant applying the Section 2.1(b) warning itself, or (B)  
26 Defendant instructing vendors and third-party sellers of the Covered Products to fulfill their  
27 existing contractual obligation by providing the Section 2.1(b) warning on each Covered Product's  
28


1 online product page on amazon.com and Defendant confirming prompt placement of the Section  
2 2.1(b) warning on each Covered Product’s online product page on amazon.com; or  
3 (2) cease allowing the Covered Products to be offered without a Section 2.1(b)  
4 warning for sale in California on amazon.com.

5 (b) The warnings required by Section 2.1(a) shall be provided in a conspicuous and  
6 prominent manner such that they will be likely to be read or seen by the consumer prior to or at the  
7 time of the sale or purchase. The Parties agree that, based upon the chemical exposures identified  
8 in Exhibit A hereto, placement of the respective warnings set forth below on each Covered  
9 Product’s online product page on amazon.com shall constitute compliance by Amazon with  
10 Proposition 65 with respect to any Covered Products:


11 **For Covered Products containing only DEHP:**

12  **WARNING:** This product can expose you to chemicals including DEHP, which  
13 is known to the State of California to cause cancer and birth  
14 defects or other reproductive harm. For more information go to  
15 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).


14 **For Covered Products containing only DINP:**

15  **WARNING:** This product can expose you to chemicals including DINP, which  
16 is known to the State of California to cause cancer. For more  
17 information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).


17 **For Covered Products containing only lead:**

18  **WARNING:** This product can expose you to chemicals including lead, which is  
19 known to the State of California to cause cancer and birth defects  
20 or other reproductive harm. For more information go to  
21 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).


20 **For Covered Products containing only DEHP and DINP:**

21  **WARNING:** This product can expose you to chemicals including DINP, which  
22 is known to cause cancer, and to DEHP which is known to the  
23 State of California to cause cancer and birth defects or other  
24 reproductive harm. For more information go to  
25 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

23 **For Covered Products containing only DEHP and lead:**

24  **WARNING:** This product can expose you to chemicals including DEHP and  
25 lead, which are known to the State of California to cause cancer  
26 and birth defects or other reproductive harm. For more  
27 information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

26 **For Covered Products containing only DINP and lead:**

27  **WARNING:** This product can expose you to chemicals including DINP, which  
28 is known to the State of California cause cancer, and to lead which  
is known to cause cancer and birth defects or other reproductive  
harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**For Covered Products containing only DINP, DEHP and lead:**

**⚠ WARNING:** This product can expose you to chemicals including DINP, which is known to cause cancer, and to DEHP and lead which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Defendant may alternatively use the following short-form warning (Short-Form Warning) so long as it is allowed under Proposition 65's implementing regulations:

**⚠ WARNING:** Cancer – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov); or

**⚠ WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

(c) Amazon shall notify in writing all vendors and third-party sellers of the Covered Products of the legal requirement to provide the Section 2.1(b) warning statement for each Covered Product online, and that the California Attorney General requires that vendors and third-party sellers of the Covered Products that are subject to Proposition 65 also apply the Section 2.1(b) warning statement, or a Proposition 65 compliant warning, directly on the packaging of the Covered Products. Amazon shall not be responsible or liable for failures of any vendors or third-party sellers of the Covered Products to fulfill their independent Proposition 65 obligations.

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

(e) The Parties agree that placement of the Section 2.1 warnings set forth above on each Covered Product's online product page on amazon.com shall constitute compliance by Amazon with Proposition 65 with respect to any Covered Products.

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

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

1           **2.3     Right to Cure (No Assignment or Transfer of Claims)**

2           As of the time of this Consent Judgment, neither Plaintiff nor his counsel have any specific  
3 knowledge of the presence of any Covered Products sold on amazon.com, or any other mobility  
4 devices, including wheelchairs and wheelchair components, that contain DEHP, DINP and/or lead  
5 and that are offered for sale on amazon.com to consumers in California, that, in their opinion, fail  
6 to comply with Proposition 65's warning requirements, other than those previously disclosed to  
7 Amazon and listed in Exhibit A. Plaintiff represents and warrants that neither he nor his agents or  
8 attorneys have assigned or otherwise transferred, or attempted to assign, or transfer, any claim or  
9 claims against Amazon based on the Notices, Actions or otherwise related to the subject matter of  
10 this Consent Judgment. Plaintiff further warrants that neither he nor his agents or attorneys are  
11 aware of any other potential private enforcer or attorney who intends to bring litigation based on  
12 the subject matter of this Consent Judgment.

13           To the extent Plaintiff, his agents, or his attorneys identify in the future any Covered  
14 Product, or any other mobility devices, including wheelchairs and wheelchair components, that  
15 contain DEHP, DINP and/or lead and that are offered for sale on amazon.com to consumers in  
16 California, which they believe is not in compliance with Proposition 65 or this Consent Judgment,  
17 Plaintiff agrees to advise Amazon of such potential violation in the manner set forth in Section 8,  
18 and provide Amazon with 45 calendar days (calculated from the date written notice is provided  
19 electronically) to cure any alleged violation, including by providing a Proposition 65 warning or  
20 taking action to ensure that the product is not sold to any purchaser with a shipping address in  
21 California. Such notice to Amazon shall contain information sufficient for Amazon to identify the  
22 product and the product's seller, which shall include the Amazon Standard Identification Number  
23 (ASIN), the name of the Covered Product, a screenshot of the product's online listing, and at least  
24 a summary explanation as to why Plaintiff believes it is a Covered Product and not in compliance.

25           If the alleged non-compliance is cured within the 45 calendar days, then Amazon shall not  
26 be deemed in breach or violation of Proposition 65 based on the Notices, Actions or this Consent  
27 Judgment in any respect; Plaintiff shall take no further action to enforce Proposition 65 based on  
28 the Notices, Actions or this Consent Judgment; Plaintiff shall not be entitled to seek or recover any



1 civil penalties and Plaintiff and his counsel shall not be entitled to seek or recover any attorneys'  
2 fees or costs, or any other available remedies arising from or relating to the alleged failure to  
3 comply with Proposition 65 or the terms of this Consent Judgment; and the matter shall be deemed  
4 to be resolved by and between Amazon and Plaintiff as to such products.

5 **3. MONETARY SETTLEMENT TERMS**

6 **3.1 Civil Penalty Payments**

7 Within thirty (30) calendar days of the Effective Date and Amazon's receipt of a current  
8 W-9 from Plaintiff and California's Office of Environmental Health Hazard Assessment  
9 (OEHHA), whichever date is later, pursuant to California Health & Safety Code § 25249.7(b), and  
10 in settlement of all alleged violations and claims referred to in the Notices, Complaints, Actions,  
11 and this Consent Judgment, Amazon agrees to pay \$100,000 in civil penalties. Amazon's civil  
12 penalty payment will be allocated according to California Health & Safety Code § 25249.12(c)(1)  
13 and (d), with seventy-five percent (75%) of the penalty paid to OEHHA, and the remaining  
14 twenty-five percent (25%) to Plaintiff. Amazon shall issue its payment in two checks made  
15 payable to (a) "OEHHA" in the amount of \$75,000 and (b) "Paul Wozniak" in the amount of  
16 \$25,000, or shall include such payment in an electronic transfer made payable to "Chanler LLC,  
17 IOLTA Account." Plaintiff's counsel shall send the portions of the penalties paid by Amazon to  
18 OEHHA and Plaintiff.

19 **3.2 Reimbursement of Attorneys' Fees and Costs**

20 The Parties acknowledge that Plaintiff and his counsel offered to resolve this dispute  
21 without reaching terms on attorneys' fees and costs and allowing this provision to be adjudicated  
22 by the court. The Parties then negotiated the reasonable compensation to be paid to Plaintiff's  
23 counsel under general contract principles, the Proposition 65 implementing regulation for fee  
24 awards at 11 California Code of Regulations § 3201, and the private attorney general doctrine  
25 codified at California Code of Civil Procedure § 1021.5, for all work performed through the  
26 mutual execution of this Consent Judgment and court approval of the same.

27 Within thirty (30) calendar days of the Effective Date and Amazon's receipt of a current  
28 W-9 from Chanler LLC, whichever date is later, Amazon agrees to pay \$250,000, by electronic

1 transfer, as set forth in Section 3.3 below, or by check made payable to “Chanler LLC” for  
2 reasonable fees and costs incurred by Plaintiff and his counsel in investigating, bringing this  
3 matter to Amazon’s attention, litigating, and negotiating a settlement in the public interest.

4 **3.3 Form of Settlement Proceeds**

5 For the settlement payments noted above in Sections 3.1 and 3.2 for civil penalties and  
6 attorneys’ fees and costs, Amazon may transmit the proceeds by wire transfer to “Chanler LLC,  
7 IOLTA Account,” in accordance with the wire instructions to be provided by Plaintiff or his  
8 counsel on or before the Effective Date.

9 All non-electronic transfer payments shall be delivered to the following address:

10 Chanler, LLC  
11 Attn: Proposition 65 Controller  
12 72 Huckleberry Hill Road  
13 New Canaan, CT 06840

14 **4. CLAIMS COVERED AND RELEASED**

15 **4.1 Public Release**

16 This Consent Judgment is a full, final, and binding resolution between Plaintiff, acting on  
17 behalf of the public and on behalf of himself and each of his past, current, and future agents,  
18 representatives, attorneys, successors, and/or assignees, and Amazon and its past, current, and  
19 future direct and indirect subsidiaries, affiliated entities under common ownership, predecessors,  
20 successors, directors, officers, managers, shareholders, members, employees, agents, assignees,  
21 and attorneys (collectively, the “Releasees”) of, from, and with regard to any and all alleged or  
22 actual violations of Proposition 65 for a failure to warn about exposures to DEHP, DINP and/or  
23 lead from Covered Products that were manufactured, produced, packaged, imported, supplied,  
24 distributed, sold, or offered for sale on amazon.com to customers in California prior to the  
25 Compliance Date. This release does not apply to any vendors or third-party sellers of the Covered  
26 Products.

27 Compliance with the terms of this Consent Judgment constitutes compliance with  
28 Proposition 65 by the Releasees with respect to the alleged or actual failure to warn about  
exposures to DEHP, DINP and/or lead from Covered Products.

1           **4.2 Plaintiff's Individual Release of Proposition 65 Claims relating to the Notices,**  
2 **Complaints, and/or Actions**

3           In further consideration of the promises and agreements herein contained, Plaintiff, on  
4 behalf of himself and each of his past and current agents, representatives, attorneys, successors,  
5 and/or assignees, but not on behalf of the public, hereby releases, and waives all rights to institute  
6 or participate in, directly or indirectly, any form of legal action against Releasees, as well as  
7 against any vendors or third-party sellers of the Covered Products (the "Other Releasees"), as it  
8 pertains to, any claims that he may have against Releasees or Other Releasees, including, without  
9 limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs,  
10 fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert fees,  
11 and attorneys' fees, with respect to any alleged violations of Proposition 65 for unwarned  
12 exposures to DEHP, DINP and/or lead from the Covered Products manufactured, sold, or  
13 distributed for sale prior to the Compliance Date.

14           Plaintiff additionally, on behalf of himself and each of his past and current agents,  
15 representatives, attorneys, successors, and/or assignees, but not on behalf of the public, hereby  
16 releases, and waives all rights to institute or participate in, directly or indirectly, any form of legal  
17 action against Releasees or Other Releasees as it pertains to, any claims that he may have against  
18 Releasees or Other Releasees, including, without limitation, all actions and causes of action, suits,  
19 liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses, including,  
20 without limitation, investigation fees, expert fees, and attorneys' fees, with respect to any alleged  
21 violations of Proposition 65 for unwarned exposures to DEHP, DINP and/or lead from mobility  
22 devices, including wheelchairs and wheelchair components, that contain DEHP, DINP and/or lead  
23 and that are offered for sale on amazon.com to consumers in California, but that are not "Covered  
24 Products" listed on Exhibit A (the "Products"). For the avoidance of doubt, while the release in  
25 Section 4.1 does not apply to any vendors or third-party sellers of the Covered Products, the  
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1 release in this Section 4.2 does apply to vendors or third-party sellers of the Covered Products as  
2 Other Releasees.

3 The releases in this Section 4.2 are provided in Plaintiff's individual capacity and are not  
4 releases on behalf of the public.

5 **4.3 Plaintiff's Individual Release of Unknown Claims Related to Phthalates and**  
6 **Lead in Mobility Devices**

7 It is possible that other claims not known to the Parties arising out of the facts contained in  
8 the Notices, Complaints, and/or Actions, relating to the Covered Products or the Products, will  
9 hereafter be discovered or developed. Plaintiff, on behalf of himself only, and Amazon,  
10 acknowledge that this Consent Judgment is expressly intended to cover and include all such claims  
11 through and including the Compliance Date, including all rights of action therefor. The Parties  
12 acknowledge that the claims released in Sections 4.2 may include unknown claims, and  
13 nevertheless Plaintiff in particular intends to release such claims, and in doing so waives California  
14 Civil Code § 1542, which reads as follows:

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

19 Plaintiff understands and acknowledges that the significance and consequence of this  
20 waiver of California Civil Code § 1542 is that, even if Plaintiff suffers future damages arising out  
21 of, resulting from, or related directly or indirectly to, in whole or in part, the Covered Products or  
22 the Products, including, but not limited to any exposure to, or failure to warn with respect to  
23 exposure to, the Covered Products or the Products, Plaintiff will not be able to make any claim for  
24 those damages against Amazon or any of the Releasees or Other Releasees.

25 **4.4 Amazon's Release of Plaintiff**

26 Amazon, on its own behalf and on behalf of its past, current, and future agents,  
27 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against  
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1 Plaintiff and his attorneys and other representatives, for any and all actions taken or statements  
2 made (or those that could have been taken or made) by Plaintiff and his attorneys and other  
3 representatives in the course of investigating the claims at issue in this matter, seeking to enforce  
4 Proposition 65 against it in this matter, or with respect to the Covered Products as set forth in in  
5 any of the Notices, Complaints, or Actions.

#### 6 **4.5 Representations**

7 Plaintiff's counsel agrees that as of the Effective Date of this Agreement, they are not  
8 aware of, and have not been informed of, any other person, potential claimant, plaintiff, or attorney  
9 who, to their knowledge, intends to bring the same or similar claims against the Releasees or Other  
10 Releasees, as defined above, that Plaintiff has asserted in the Notices, Complaints, or Actions  
11 concerning the Covered Products. Plaintiff's counsel agrees that, as of the Execution Date of this  
12 Agreement, they have identified to Defendant, by ASIN, all mobility devices, including  
13 wheelchairs and wheelchair components, of which they are aware, that contain DEHP, DINP  
14 and/or lead and that are offered for sale on amazon.com to consumers in California, which are  
15 listed in Exhibit A attached hereto.

#### 16 **5. COURT APPROVAL**

17 This Consent Judgment shall be null and void and shall never be introduced into evidence  
18 or otherwise used in any proceeding for any purpose (other than to allow the Court to determine if  
19 there was a material breach of the following paragraph of this Section 5) if, for any reason, it is not  
20 approved and entered by the Court within one year after it has been fully executed by all Parties.

21 Plaintiff and Amazon agree to support the entry of this agreement as a judgment, and to  
22 obtain the Court's approval of their settlement in an expedited manner as allowed by law. The  
23 Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f)(4), a noticed  
24 motion is required for judicial approval of this Consent Judgment, which Plaintiff shall primarily  
25 draft and file. In furtherance of obtaining such approval, the Parties agree to employ their mutual  
26 reasonable best efforts, and those of their counsel, to support the entry of this agreement as a  
27 judgment. For purposes of this section, "best efforts" shall include, at a minimum, supporting the  
28 motion for approval, assisting in drafting the motion as needed, jointly requesting the Court to

1 have the motion heard on regular motion notice as allowed and, if requested by Plaintiff,  
2 responding to any objection that any third-party may file and appearing at the hearing before the  
3 Court.

4 **6. SEVERABILITY**

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

8 **7. GOVERNING LAW**

9 The terms of this Consent Judgment shall be governed by the laws of the State of California  
10 and apply within the State of California. In the event that Proposition 65 is repealed, preempted,  
11 or is otherwise amended or rendered inapplicable by reason of law generally, or as to any of the  
12 Covered Products or any of the alleged violations set forth in any of the Notices, Complaints, or  
13 Actions, then Amazon may seek modification of this Consent Judgment pursuant to Section 12  
14 below. Nothing in this Consent Judgment shall be interpreted to relieve Amazon from its  
15 obligation to comply with any other applicable state or federal law or regulation.

16 The Parties agree that if the Office of Environmental Health Hazard Assessment changes  
17 any of its applicable regulations, including its warning regulations, then Amazon may either  
18 conform with the revised regulations or continue to conform with the terms provided in this  
19 Consent Judgment if the new implementing regulations so allow.

20 **8. NOTICE**

21 Unless specified herein, all correspondence and notice required or permitted by this  
22 Consent Judgment shall be in writing and sent by: (a) personal delivery; (b) first-class registered  
23 or certified mail, return receipt requested; or (c) a recognized overnight courier to any Party by the  
24 other at the following addresses. In addition to (a), (b), or (c) above, any notice required or  
25 permitted by this Consent Judgment shall also be provided via electronic mail if an email address  
26 is provided for the recipient below:  
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To Amazon:  
  
Amazon.com, Inc.  
410 Terry Avenue N  
Seattle, WA 98109  
[Amazon Legal Department]

To Plaintiff:  
  
Attn: Proposition 65 Coordinator  
Chanler, LLC  
72 Huckleberry Hill Road  
New Canaan, CT 06840  
clifford@chanlerllc.com

With a Copy To:  
  
Gregory L. Doll, Esq.  
Doll Amir & Eley LLP  
725 S. Figueroa St., Suite 3275  
Los Angeles, CA 90017  
gdoll@dollamir.com

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

**9. COUNTERPARTS, FACSIMILE AND PDF 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, when taken together, shall constitute one and the same document.

**10. COMPLIANCE WITH REPORTING REQUIREMENTS**

Plaintiff and his counsel agree to comply with the reporting form requirements referenced in California Health & Safety Code § 25249.7(f).

**11. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties or any of their counsel except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically contained or referred to in this Consent Judgment have been made by any Party hereto or any of their counsel. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto or any of their counsel.

1 **12. MODIFICATION**

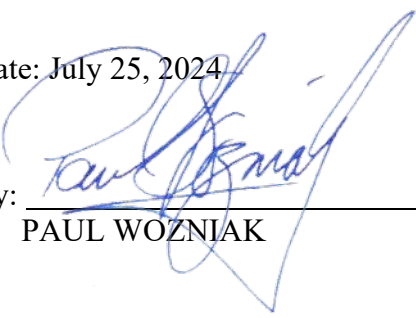
2 This Consent Judgment may be modified only by: (a) a written agreement of the Parties  
3 and the entry of a modified Consent Judgment by the Court thereon; or (b) upon a successful  
4 motion of any party and the entry of a modified Consent Judgment by the Court thereon. Any  
5 Party seeking to modify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

7 **13. AUTHORIZATION**

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

11 **AGREED TO:**

**AGREED TO:**

12  
13 Date: July 25, 2024  
14  
15 By:   
16 PAUL WOZNIAK

Date: July 31, 2024

15 By:   
16 AMAZON.COM, INC.  
© 195089EFD1345A...

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**APPROVED AS TO FORM AND AGREED AS TO SECTION 4.5:**

Date: July 25, 2024



By: \_\_\_\_\_

CLIFFORD A. CHANLER  
Counsel for Plaintiff

**APPROVED AS TO FORM:**

Date: July 26, 2024



By: \_\_\_\_\_

GREGORY L. DOLL  
Counsel for Defendant

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Judge of the Superior Court of the State of California

# EXHIBIT A

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