

1 ROB BONTA
 Attorney General of California
 2 DENNIS L. BECK JR.
 Acting Senior Assistant Attorney General
 3 LAURA J. ZUCKERMAN
 Supervising Deputy Attorney General
 4 DENNIS A. RAGEN (State Bar No. 106468)
 MEGAN K. HEY (State Bar No. 232345)
 5 Deputy Attorneys General
 300 South Spring Street, Suite 1702
 6 Los Angeles, CA 90013-1230
 Telephone: (213) 269-6344
 7 Fax: (916) 731-2128
 E-mail: Megan.Hey@doj.ca.gov
 8 *Attorneys for the People of the State of California*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

**PEOPLE OF THE STATE OF
 CALIFORNIA,**
 Plaintiff,
 v.
AMAZON.COM, INC.,
 Defendant.

Case No.
 Case No. RG14738130
 Case No. RG19015279
 Case No. 24CV062074

**STIPULATION AND [PROPOSED]
 CONSENT JUDGMENT**

LARRY LEE,
 Plaintiff,
 v.
AMAZON.COM, INC.,
 Defendant.

**AS YOU SOW, A 501(C)(3) NON-PROFIT
 CORPORATION,**
 Plaintiff,
 v.
AMAZON.COM, INC.,
 Defendant.

1 **1. INTRODUCTION**

2 1.1. This Stipulation and Proposed Consent Judgment (“Consent Judgment”) is entered
3 into between Plaintiffs, the People of the State of California (the “People”), by and through Rob
4 Bonta, Attorney General (“Attorney General”), Larry Lee (“Lee”), and As You Sow (“AYS”), and
5 Defendant Amazon.com, and its shareholders, divisions, subdivisions, subsidiaries, and affiliates,
6 and the officers, directors, employees, attorneys, consultants, agents, representatives, predecessors,
7 successors, and assigns of any of the above (collectively, “Amazon”). Each Plaintiff and Amazon
8 are referred to individually as a “Party” and collectively as the “Parties.”

9 1.2. The Parties enter into this Consent Judgment without a trial. Nothing in this Consent
10 Judgment constitutes an admission by Amazon regarding any issue of law or fact. This Consent
11 Judgment sets forth the agreement and obligations of the Parties and, except as specifically
12 provided below, it constitutes the complete, final, and exclusive agreement among the Parties and
13 supersedes any prior agreements among the Parties.

14 **2. BACKGROUND AND JURISDICTION**

15 2.1. On August 25, 2014, Lee filed a Complaint (Case No. RG14738130) naming
16 Amazon.com, Inc., and DOES 1-150 as defendants for violations of Proposition 65 (the “Lee
17 Complaint”).

18 2.2. On April 17, 2019, AYS filed a Complaint (Case No. RG19015279) naming
19 Amazon.com, Inc., as the only defendant for violations of Proposition 65. On January 31, 2024,
20 AYS filed an additional complaint related to notices of violation served after the filing of the
21 original complaint (Case No. 24CV062074). The Parties stipulate and agree that any and all
22 references to the “AYS Complaint” herein shall refer collectively to all Complaints mentioned in
23 this Section.

24 2.3. The Lee Complaint and AYS Complaint allege that Amazon violated Proposition
25 65 when it did not warn customers or consumers in California that certain skin lightening creams
26 expose users to mercury.

27 2.4. Prior to lodging this Consent Judgment with the Court, the People filed a Complaint
28 for Civil Penalties and Injunctive Relief for violations of Proposition 65 and the Unfair Competition

1 Law (Bus. & Prof. Code, § 17200 (the “UCL”) (the “People’s Complaint”). The People’s
2 Complaint alleges that Amazon sold and facilitated the sale of skin whitening and lightening
3 products with mercury concentrations that rendered the products adulterated under State and federal
4 law, and without providing a clear and reasonable warning, in violation of State law. The Lee
5 Complaint, AYS Complaint, and People’s Complaint, including any amendments thereto, are
6 collectively referred to herein as the “Complaints.”

7 2.5. Amazon denies the allegations made in the Complaints, specifically denies that it
8 sold or facilitated the sale of any of the products at issue, and asserts that it has meritorious defenses
9 to the causes of action asserted in the Complaints. Amazon does not admit or concede any
10 violations of Proposition 65, the Unfair Competition Law, or any other statutory, common law or
11 equitable law or requirements. Nothing in this Consent Judgment is intended to be, or should or
12 may be construed as, an admission or concession of any issue of law or fact.

13 2.6. For purposes of this Consent Judgment only, the Parties stipulate that: (a) this Court
14 has jurisdiction over the allegations of violations contained in the Complaints; (b) this Court has
15 personal jurisdiction over Amazon as to the acts alleged in the Complaints; (c) venue is proper in
16 Alameda County; and (d) this Court has jurisdiction to enter this Consent Judgment as a full and
17 final resolution of all claims which were or could have been raised in the Complaints based on the
18 presence of mercury in Covered Products (as defined below).

19 2.7. Amazon waives the right to a hearing and trial on the matters alleged in the
20 Complaints. Amazon agrees not to challenge or object to entry of this Consent Judgment by the
21 Court unless notified in writing that another Party no longer supports entry of the Consent
22 Judgment.

23 2.8. The Parties agree not to challenge this Court’s jurisdiction to (i) implement and
24 enforce the terms of this Consent Judgment once it has been entered, and (ii) resolve any disputes
25 brought by the Parties to this Consent Judgment that may arise regarding the implementation of
26 this Consent Judgment. This Court will maintain jurisdiction over this matter and this Consent
27 Judgment for those purposes.

28 ///

1 2.9. The Parties enter into this Consent Judgment as a full and final settlement of all
2 claims alleged, or that could have been alleged, in the Complaints relating to the alleged presence
3 of mercury in Covered Products sold or offered for sale on the Amazon.com website.

4 **3. DEFINITIONS**

5 3.1. “Covered Products” shall mean any cream, lotion, or other preparation that is sold,
6 labeled, or advertised as a skin whitening, skin brightening, or skin lightening agent or product, that
7 is manufactured, sold, or Offered for Sale (as defined below) in California.

8 3.2. “Days” shall mean calendar days. “Business Days” means Monday through Friday,
9 excluding holidays.

10 3.3. The “Effective Date” of this Consent Judgment shall be the date on which the
11 Consent Judgment is signed by a judge of this Court.

12 3.4. “Maximum Mercury Level” shall mean the levels set by the U.S. Food and Drug
13 Administration in 21 C.F.R. § 700.13 (or its replacement), which are, as of the Effective Date, 1
14 part per million (ppm), except for a cosmetic intended for use only in the area of the eye, in which
15 case “Maximum Mercury level” shall mean 65 parts per million (ppm).

16 3.5. “Offer[ed] for Sale,” as that phrase is used in this Consent Judgment, means
17 available to be purchased through Amazon and to be delivered to an address in California.

18 3.6. “Pre-Approved Brand” shall mean the brands of Covered Products that demonstrate
19 or have demonstrated to Amazon certain indicia of reliability regarding the quality and consistency
20 of the products sold under each such brand name. If Amazon maintains a Pre-Approved Brands
21 list, twice per year, upon request, Amazon will provide the other Parties the list of Pre-Approved
22 Brands. Pursuant to Section 4.1.2 below, at the People’s request, Amazon will meet and confer
23 with the People regarding the Pre-Approved Brands list.

24 3.7. “Private Enforcers” shall mean Mr. Larry Lee, who is the named plaintiff in *Lee v.*
25 *Amazon*, Alameda County Superior Court Case No. RG14738130, and As You Sow, a 501(c)(3)
26 non-profit corporation, which is the named plaintiff in *As You Sow v. Amazon*, Alameda County
27 Superior Court Case Nos. RG19015279 and 24CV062074. Any right of Private Enforcers
28 discussed below may be exercised by one or both of the Private Enforcers.

1 3.8. “Product Consultant” shall mean a person with experience in monitoring the
2 composition, sales and marketing of creams, lotions, and preparations that are sold, labeled, or
3 advertised as skin whitening, brightening or lightening products, and who has the ability to advise
4 Amazon on how to identify those products that might contain impermissible levels of mercury.

5 3.9. “Prohibited Covered Product” shall mean Covered Products that contain mercury in
6 excess of the Maximum Mercury Level, as established by a test from a Qualified Laboratory, and
7 as of the Effective Date; and include, but are not limited to, those products described by product
8 name and/or ASIN in attached Exhibit A. The parties contemplate that Exhibit A may be updated
9 from time to time by mutual agreement of the parties, if, for example, new alleged mercury-
10 containing Covered Products are discovered or those products identified by name in Exhibit A are
11 found to be sold under a different ASIN, and that these updates will not require a formal judicial
12 amendment to this Consent Judgment.

13 3.10. “Qualified Laboratory,” for analysis of Covered Products, shall mean a laboratory
14 that has been accredited to the most recent IOS/IEC 17025 standard and maintains an ISO
15 Certificate demonstrating it is capable of testing for mercury at the one part per million level.

16 **4. INJUNCTIVE TERMS**

17 4.1. It is the Parties’ mutual intention that Prohibited Covered Products not be Offered
18 for Sale in California. In consideration of all the other terms of this Consent Judgment, Amazon
19 shall do the following:

20 4.1.1. Amazon shall create and implement one or more automated rules or
21 compliance controls designed to identify Prohibited Covered Products being sold or
22 Offered for Sale on its Amazon.com website (“Suppression Control”). Beginning on the
23 Effective Date, Amazon shall continuously apply the Suppression Control and, upon
24 discovery, promptly block sales on its Amazon.com website of any Prohibited Covered
25 Product. After the Effective Date, Amazon shall periodically evaluate the effectiveness
26 of the Suppression Control and modify it as needed to prevent sales of Prohibited Covered
27 Products on the Amazon.com website. For the first year after the Effective Date, Amazon
28 will evaluate the effectiveness of the Suppression Control at least every two weeks.

1 Starting one year after the Effective Date, Amazon will evaluate the effectiveness of the
2 Suppression Control on an as-needed basis.

3 4.1.2. Amazon shall make reasonable modifications to the Suppression Control and/or the
4 list of Pre-Approved Brands if Amazon becomes aware from any reliable source, including without
5 limitation public health alerts or a reasonable determination made by the People, that despite the
6 designation of a list of Pre-Approved Brands and the operation of the Suppression Control,
7 Prohibited Covered Products are being sold or Offered for Sale on the Amazon.com website. If the
8 provisions of Section 4.1. prove inadequate over time to prevent repeated sales of Prohibited
9 Covered Products, the People and Amazon will meet and confer with each other and with the
10 Private Enforcers regarding possible changes to the Suppression Control and/or the list of Pre-
11 Approved Brands to address the People's concerns. If those concerns are not addressed in a timely
12 manner, the People may file a motion with the Court to modify or enforce this Consent Judgment,
13 provided that the People indicate to Amazon in writing thirty (30) Days in advance of filing that
14 motion that they intend to do so pursuant to this Section 4.1.2. Prior to the People's filing of their
15 motion, Amazon may terminate this Consent Judgment pursuant to the terms of Section 11.3.,
16 provided that it does so within thirty (30) Days of receipt of the People's written indication of intent
17 to move to modify or enforce, subject to any extension of time the People agree to in writing. If
18 Amazon does not exercise this termination right, the People must file their motion, if any, within
19 forty-five (45) Days of the expiration of Amazon's termination right, subject to any extension of
20 time Amazon agrees to in writing, and Amazon may oppose that motion. The Private Enforcers
21 will be given at least thirty (30) Days' notice before the People file their motion, and Amazon will
22 serve the Private Enforcers with a copy of any opposition it files to that motion.

23 4.1.3. For the purposes of improving the Suppression Control to eliminate sales of
24 Prohibited Covered Products, Amazon shall consult with a Product Consultant acceptable to the
25 People and Private Enforcers. Amazon will consult with the Product Consultant on a monthly basis
26 for the first year after the Effective Date, and on an as-needed basis thereafter.

27 4.1.4. For any brand or third-party seller not on the Pre-Approved Brands list seeking to
28 offer a Covered Product on Amazon.com, prior to its listing for sale, Amazon will require

1 documentation sufficient to demonstrate that the Covered Product does not contain mercury above
2 the Maximum Mercury Level. Once per year, upon request, Amazon will inform the People of the
3 type(s) of documentation Amazon requires, and will meet and confer with the People as necessary
4 pursuant to Section 4.1.2 with respect to the adequacy of such documentation.

5 4.1.5. Within ninety (90) Days following the Effective Date, and then annually thereafter
6 upon request, Amazon shall confirm for the People and the Private Enforcers in writing that
7 Amazon is in compliance with the requirements of this Section 4.1.

8 4.1.6. Annually, upon request, Amazon shall provide the People and the Private Enforcers
9 with reports showing the number of products suppressed pursuant to the Suppression Control.

10 4.1.7. This Consent Judgment sets forth steps that Amazon must implement to try to
11 prevent the sale of Prohibited Covered Products on the Amazon.com website. In addition, if
12 Prohibited Covered Products are offered for sale on any other non-U.S. Amazon online stores (e.g.,
13 amazon.uk), Amazon shall not allow those Prohibited Covered Products to be Offered for Sale in
14 California.

15 4.1.8. Within thirty (30) Days of any written request, Amazon shall provide the other
16 Parties with the name and contact information for the manufacturer, producer, packager, importer,
17 supplier, distributor and third-party seller of any Prohibited Covered Product, to the extent that this
18 information is reasonably available to Amazon.

19 4.1.9. If Amazon submits information to the People that is trade secret or confidential, it
20 shall conspicuously mark such information as “*Confidential - Pursuant to Section 4.1.9 of Consent*
21 *Judgment,*” and that information will be treated as confidential official information to the fullest
22 extent allowed and provided by the terms of Evidence Code section 1040, Government Code
23 section 7927.705, and any other applicable provisions of law.

24 **5. PAYMENTS**

25 5.1. Amazon will make the following payments:

26 5.1.1. Proposition 65 Civil Penalties:

27 (a) \$77,360 to resolve the claims for civil penalties asserted by the Attorney General;
28

1 (b) \$675,000 to resolve the claims for civil penalties asserted by the Private
2 Enforcers. (Of this amount \$300,000 is attributable to the claims asserted by
3 Larry Lee for the *Lee* case, and \$375,000 is attributable to the claims asserted
4 by to As You Sow for the *AYS* cases).

5 These funds will be allocated in accordance with Health & Safety Code section 25249.12,
6 as set forth in Exhibit B.

7 5.1.2. Unfair Competition Law Civil Penalties: \$141,200 to the Attorney General. As set
8 forth in Exhibit B, this payment shall be allocated and used in accordance with section 17206,
9 subdivision (c)(1), of the Business and Professions Code.

10 5.1.3. Fees and Costs:

- 11 (a) \$278,942 to the Attorney General;
- 12 (b) \$4,500,000 to counsel for the Private Enforcers.

13 5.1.4. Outreach, Monitoring, and Public Education:

- 14 (a) \$65,000 to the Attorney General for future monitoring costs;
- 15 (b) \$150,000 to AYS for future monitoring costs;
- 16 (c) \$150,000 to Black Women for Wellness and \$150,000 to Mercury Policy
17 Project. These organizations will use the funds to educate the public about the hazards of
18 mercury and mercury-containing products. (Mercury Policy Project conducts sampling of
19 products to ensure compliance with mercury health and safety regulations worldwide, and
20 advocates internationally for the removal of mercury from consumer products. Black
21 Women for Wellness works to address the health and well-being of Black women and girls
22 through health education, empowerment, and advocacy, including with regard to everyday
23 cosmetics and personal care products used by Black women and girls.)

24 5.2. Timing, Uses, and Method of Payment:

25 5.2.1. The amounts set forth above will be due within forty-five (45) Days of the Effective
26 Date. The sum of \$ 141,200 in civil penalties pursuant to Business and Professions Code section
27 17206 paid to the Attorney General pursuant to the Consent Judgment, and any interest accrued
28 thereon after such payment, shall be allocated in accordance with section 17206, subdivision (c),

1 of the Business and Professions Code. The State's portion of these funds and any interest accrued
2 thereon shall be for the exclusive use of the Environment Section of the Public Rights Division of
3 the Attorney General's Office for the enforcement of consumer protection laws, pursuant to section
4 17206, subdivision (c)(4), of the Business and Professions Code. The remaining sum of \$363,282
5 paid to the Attorney General pursuant to the Consent Judgment, and any interest accrued thereon
6 after such payment, shall be administered by the California Department of Justice and shall be for
7 the exclusive use of the Environment Section of the Public Rights Division of the Attorney
8 General's Office, until all funds are exhausted, for any of the following purposes: (1)
9 implementation of the Attorney General's authority to protect the environment and natural
10 resources of the State pursuant to Government Code section 12600 et seq., and as Chief Law Officer
11 of the State of California pursuant to Article V, section 13 of the California Constitution; (2)
12 enforcement of laws related to environmental protection, including, but not limited to, chapters 6.5
13 and 6.95, division 20, of the California Health and Safety Code; (3) enforcement of the Unfair
14 Competition Law, Business and Professions Code section 17200 et seq., as it relates to protection
15 of the environment and natural resources of the State of California; and (4) other environmental
16 actions or initiatives that benefit the State of California and its citizens, as determined by the
17 Attorney General. Such funding may be used for the costs of the Attorney General's investigation,
18 filing fees and other court costs, payment to expert witnesses and technical consultants, purchase
19 of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue
20 environmental actions or initiatives investigated or initiated by the Attorney General for the benefit
21 of the State of California and its citizens.

22 5.2.2. Amazon shall deliver its payment of civil penalties and monies owed pursuant to
23 section 5.1. to Plaintiffs' counsel within 45 Days of the Effective Date, as specified in Exhibit B.
24 Plaintiffs' counsel shall provide Amazon with a current W-9 from each of Lee; As You Sow;
25 Greenfire Law, PC; Black Women for Wellness; and Mercury Policy Project within seven (7) Days
26 of the execution of this Consent Judgment. Within fourteen (14) business days of the execution of
27 this Consent Judgment, all payees under this Consent Judgment must provide Amazon with
28 payment instructions (for ACH, wire, and check) for all payments.

1 5.2.3. Each payment required by this Consent Judgment shall be made through the delivery
2 of separate checks or electronic payments (at Amazon’s discretion), payable to the applicable
3 person or entity, as set forth in Exhibit B, in compliance with the provisions of Exhibit B.

4 5.2.4. Amazon will cause copies of each check or ACH/wire transfer confirmation, with
5 respect to payments made pursuant to this Consent Judgment, to be sent to: Megan Hey, Deputy
6 Attorney General, California Department of Justice, 300 South Spring Street, Suite 1702, Los
7 Angeles, CA 90013, and to Megan.Hey@doj.ca.gov. The People may modify the person and
8 address to whom the copies are to be sent by sending Amazon notice by e-mail or certified mail,
9 return receipt requested. Said change shall take effect five (5) Days after the date the return receipt
10 is signed by Amazon, or immediately upon confirmation by e-mail from Amazon.

11 **6. SALES AT PHYSICAL RETAIL LOCATIONS IN CALIFORNIA**

12 Amazon has not sold, and does not currently sell, any Prohibited Covered Product in its
13 physical retail locations in California. The Parties agree that future sales of Prohibited Covered
14 Products at Amazon’s physical retail locations are beyond the scope of this Consent Judgment, and,
15 without limiting any provision of this Consent Judgment, the Parties reserve all their rights to take
16 action under Proposition 65, the UCL, or any other law, with respect to such sales in California,
17 should they occur, and Amazon reserves all rights and defenses.

18 **7. MODIFICATION OF CONSENT JUDGMENT**

19 Other than modification of counsel’s contact information specified in Section 12 below, or
20 a potential judicial modification of the Consent Judgment pursuant to Section 4.1.2., which shall
21 be in writing and effective upon approval by the Court, any modification to this Consent Judgment
22 shall be made by written stipulation, signed by the Parties, and effective upon approval by the
23 Court.

24 **8. ENFORCEMENT**

25 8.1. The People may, by motion or application for an order to show cause before this
26 Court, move to enforce any of the terms and conditions contained in this Consent Judgment.
27 Amazon may, by motion before this Court, move the court for an order to enforce the terms of this
28 Consent Judgment.

1 8.2. The Private Enforcers may, by motion or application for an order to show cause
 2 before this Court, move to enforce only the following terms of this Consent Judgment, and only to
 3 the extent necessary to enforce the rights of the Private Enforcers as opposed to the People:

- 4 • Section 3.6. (Amazon to provide its Pre-Approved Brands list to the Private
 5 Enforcers under the terms stated in that Section),
- 6 • Section 4.1.5. (Amazon to provide Private Enforcers confirmation of
 7 compliance under the terms stated in that Section),
- 8 • Section 4.1.6. (Amazon to provide the Private Enforcers with reports under
 9 the terms stated in that Section),
- 10 • Section 4.1.8. (Amazon to provide name and contact information under the
 11 terms stated in that Section),
- 12 • Section 5.1.1. (payments to Private Enforcers as stated in that Section);
- 13 • Section 5.1.3(b) (fees to counsel for Private Enforcers as stated in that
 14 Section), Sections 5.1.4.(b) and (c) (payments to As You Sow, Black
 15 Women for Wellness and Mercury Policy Project as stated in those
 16 Sections),
- 17 • Section 8.4.1. (table included), and
- 18 • The notice provisions of Section 11.3. (Amazon or the People to provide
 19 termination notice as stated in that Section).

20 This Section 8.2. does not create any additional rights for the Private Enforcers or
 21 additional obligations for Amazon, but merely seeks to clarify that the Private Enforcers’
 22 right to enforce certain existing provisions of this Consent Judgment to the extent those
 23 provisions directly relate to the Private Enforcers.

24 8.3. If the People or the Private Enforcers file a motion or application pursuant to
 25 Sections 8.1. or 8.2., the prevailing Party may seek its reasonable legal fees and costs. Before filing
 26 such a motion or application, the People and Private Enforcers shall address all exceedances of the
 27 Maximum Mercury Level as follows:
 28

1 8.4. If, after the Effective Date, the People or one of the Private Enforcers allege that
2 one or more units of Prohibited Covered Products have been sold or Offered for Sale in California
3 on Amazon.com, the People or that Private Enforcer, as applicable, shall send Amazon a Notice of
4 Exceedance (“NOE”) for each such Covered Product that sets forth the basis for the alleged
5 violation, and (i) includes the ASIN(s) for the Covered Product(s) identified in the NOE, (ii)
6 provides test results, reflecting sampling taken from Covered Product(s) identified in the NOE,
7 from a Qualified Laboratory establishing the alleged exceedance for each such Covered Product,
8 and (iii) provides proof of purchase showing the Covered Product(s) were sold into California.
9 However, NOEs with respect to products listed in Exhibit A need not be accompanied by test
10 results. If a Private Enforcer discovers the alleged exceedance and sends Amazon a NOE, the
11 Private Enforcer shall serve the People with copies of the NOE and any subsequent correspondence
12 relevant to the NOE. If Amazon fails to cease sales of a Prohibited Covered Product that is the
13 subject of a NOE, the People or one of the Private Enforcers may send additional NOEs to Amazon
14 with respect to subsequent sales of that Prohibited Covered Product.

15 8.4.1 Unless, within thirty-five (35) Days of receipt of the NOE, Amazon shows the
16 People and the Private Enforcers, as applicable, through test results from a Qualified Laboratory or
17 otherwise, that the specific Covered Product in question is not a Prohibited Covered Product,
18 Amazon will (i) provide California customers who purchased that Covered Product with notice that
19 a sample of the product was tested and found to contain mercury and that mercury is a
20 developmental toxicant, (ii) provide instructions on how to properly dispose of the product, and
21 (iii) provide instructions on how to obtain a refund for the purchase of the product. In addition, as
22 the exclusive penalty or sanction with respect to sales of Prohibited Covered Products after the
23 Effective Date and so long as this Consent Judgment remains in effect, Amazon shall pay the People
24 or the Private Enforcer, as applicable, the stipulated penalties, costs and expenses specified in the
25 table below, based on Amazon’s accurate records of sales of the Prohibited Covered Product into
26 California. Neither the Private Enforcers, nor anyone on their behalf, shall order more Prohibited
27 Covered Products than are reasonably necessary for testing. The applicable penalties will depend
28

1 on whether Amazon had “Specified Notice” (as defined in Section 8.4.5. below) that a Covered
 2 Product might contain mercury.

1. <i>Penalty and Costs Assessed Where No Specified Notice</i>	2. <i>Penalty and Costs Assessed Where Specified Notice</i>
Penalty in the amount of \$35 per unit shipped to a California address, any reasonable laboratory costs that the People or Private Enforcers incur, and \$500 for each NOE to compensate for administrative expenses the People or Private Enforcers incur with respect to that NOE.	Penalty in the amount of \$150 per unit shipped to a California address, any reasonable laboratory costs that the People or Private Enforcers incur, and \$500 for each NOE to compensate for administrative expenses the People or Private Enforcers incur with respect to that NOE.
If the penalty amount exceeds \$10,000 per NOE, the AG has the sole discretion to accept a lower penalty amount based on a showing of unusual or unforeseen circumstances.	

16 8.4.2. Grace Period. Notwithstanding any other provision of this Section 8, for products
 17 where Amazon did not have Specified Notice, Amazon will be entitled to a grace period of five (5)
 18 Business Days from the date on which a Prohibited Covered Product is listed on Amazon.com to
 19 identify and suppress the listing. No sales that occur during the grace period will be subject to
 20 penalties. For penalties due on any Covered Products for which Amazon has Specified Notice, no
 21 enhanced penalties (as set forth in column two of the table above) will be due for sales that occurred
 22 prior to the date that Amazon received Specified Notice as specified in Section 8.4.5.

23 8.4.3. Notwithstanding any other provision of this Section 8, for a Prohibited Covered
 24 Product where the third-party seller intentionally or affirmatively evades Amazon’s processes (for
 25 example, by concealing that the product is a Covered Product or a previously identified Prohibited
 26 Covered Product, or submitting materially false documentation) (a “Falsified Product”) no
 27 penalties will be due unless and until Amazon had actual knowledge that the product is a Falsified
 28

1 Product, but Amazon will do the following: (1) reimburse reasonable laboratory costs and
2 administrative expenses as set forth in the table above; (2) take appropriate remedial action to
3 prevent the seller in question from engaging in future sales of Prohibited Covered Products; and
4 (3) provide the People with the name and contact information for the entity that provided the false
5 information regarding the Falsified Product (which information the People may share with the
6 Private Enforcers). For purposes of this subsection 8.4.3., the omission of mercury from the
7 ingredient list for a Prohibited Covered Product shall not, by itself, render a product a Falsified
8 Product.

9 8.4.4. Penalty Allocation. Penalties payable pursuant to this Section 8 shall be defined and
10 allocated as follows:

11 (a) Penalties assessed where no Proposition 65 warning is given prior
12 to the relevant sale(s) shall be penalties under Proposition 65, payable pursuant to
13 Health and Safety Code section 25249.12.

14 (b) Penalties assessed where Proposition 65 warning is given prior to
15 the relevant sale(s) shall be penalties under Section 17200 of the Business and
16 Professions Code, payable pursuant to section 17206 of the Business and
17 Professions Code.

18 (c) The 25% of penalties payable to the Party taking enforcement action
19 under Health and Safety Code section 25249.12 shall go to the party who sent the
20 NOE. If more than one Party identified the same violation, the Attorney General,
21 in his discretion, may direct the division of penalties payable pursuant to section
22 25249.12, subdivision (d).

23 8.4.5. Specified Notice. For purposes of this Consent Judgment only, and specifically the
24 penalties set forth in Section 8.4.1 above, "Specified Notice" means that any of the following
25 circumstances existed for at least five (5) Business Days prior to the time of the sale of the
26 Prohibited Covered Product in question on Amazon.com:

27 (a) The Prohibited Covered Product is listed in Exhibit A;

28

1 (b) The Prohibited Covered Product was the subject of a health alert by
2 the California Department of Health Services or the U.S. Food and Drug
3 Administration, or listed on the European Union’s Rapid Exchange of Information
4 System (RAPEX);

5 (c) The Prohibited Covered Product was the subject of a cease-and-desist
6 letter sent by the Attorney General’s Office;

7 (d) Amazon has been supplied with test results showing that the
8 Prohibited Covered Product contains a prohibited level of mercury by:

- 9 (1) the People;
- 10 (2) one of the Private Enforcers;
- 11 (3) the Mercury Policy Project;
- 12 (4) Black Women for Wellness; or
- 13 (5) an agency, department, or entity of the United States government
14 or of any state government;

15 (e) The Prohibited Covered Product carries a Proposition 65 warning
16 stating that it contains mercury; or

17 (f) Mercury is listed as an ingredient of the Prohibited Covered Product
18 on Amazon.com.

19 The Mercury Policy Project and/or Black Women for Wellness shall provide a copy of their
20 test results to the People and Private Enforcers, for their review, at the time they provide them to
21 Amazon. Commencing at the time that Amazon has Specified Notice with respect to a Prohibited
22 Covered Product, that Prohibited Covered Product shall not be considered a Falsified Product
23 pursuant to Section 8.4.3.

24 8.5. Notwithstanding any other provision of this Consent Judgment, where a violation that
25 is not covered by the Consent Judgment and/or the allegations and claims in the People’s Complaint
26 also constitutes a violation of Proposition 65, the UCL, the False Advertising Law (Bus. & Prof.
27 Code, § 17500 et seq.), or any other law, the People may seek, in another action, fines, costs,
28 penalties, or remedies as provided for by law. In any new action brought by the People alleging

1 subsequent violations of law, Amazon may assert any and all available defenses. In any such
2 proceeding, this Consent Judgment shall not be admissible to demonstrate compliance or lack of
3 compliance with the law.

4 **9. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

5 Each signatory to the Stipulation portion of this Consent Judgment certifies that he or she
6 is fully authorized by the Party he or she represents to stipulate to and enter into this Consent
7 Judgment, and to legally bind that Party to its terms.

8 **10. COVERED MATTERS**

9 10.1 This Consent Judgment is a full, final, and binding resolution of any and all claims
10 and causes of action that the People alleged in the People's Complaint, or that could have been
11 alleged in the People's Complaint based on the factual allegations set forth in that Complaint,
12 arising under Proposition 65 or Business and Professions Code section 17200, related to the
13 presence of mercury in any Prohibited Covered Products sold prior to the Effective Date.

14 10.2 This Consent Judgment is a full, final, and binding resolution of any and all claims
15 and causes of action that the Private Enforcers alleged in, or that could have been alleged in, the
16 Private Enforcers' Complaints related to the presence of mercury in any Prohibited Covered
17 Products sold prior to the Effective Date.

18 10.3 It is the intent of the Parties that this Consent Judgment also resolves any future
19 claims that may be brought by the People for (i) violations of Proposition 65 arising from the
20 presence of mercury in the Covered Products, and (ii) violations of the Unfair Competition Law
21 arising from (a) those violations of Proposition 65 or (b) claims that the presence of mercury in
22 Covered Products renders those Covered Products adulterated. It is also the intent of the Parties
23 that this Consent Judgment resolves any future claims of violations of Proposition 65 that may be
24 brought by any person under Health and Safety Code section 25249.7, subdivision (d), arising from
25 the presence of mercury in the Covered Products. Specifically, if any private enforcer of
26 Proposition 65 seeks to assert Proposition 65 claims covered by this Consent Judgment, the People
27 will notify the private enforcer that the Consent Judgment governs any such claim, and the private
28 enforcer is precluded from filing suit. Provided, however, that if a private enforcer of Proposition

1 65 that is not a party to this Consent Judgment (Non-Party Private Enforcer) provides the Attorney
2 General with a sixty-day notice that comports with Proposition 65 based on laboratory test results
3 and proof of purchase showing that a Prohibited Covered Product has been sold into California on
4 Amazon.com after the Effective Date, the People may serve Amazon with an NOE with respect to
5 that product, and if Amazon is required to make payment pursuant to Section 8.4.1. with respect to
6 that NOE, the Attorney General may instruct Amazon, pursuant to Health and Safety Code section
7 25249.7 subdivision (j), to pay that Non-Party Private Enforcer's fees, expenses and laboratory
8 costs in an amount not to exceed \$2,000 per NOE (unless Amazon insists on additional testing, in
9 which case Amazon will reimburse the reasonable costs of that additional testing.) Notwithstanding
10 the provisions of this Section 10.3., when this Consent Judgment is terminated, the People, Private
11 Enforcers, and Non-Party Private Enforcers may take action and assert claims against Amazon as
12 specified in Section 11.4. below, for any claims arising after the date of termination.

13 10.4 Following the Effective Date, compliance by Amazon with all of the requirements
14 of this Consent Judgment, and Amazon's full cooperation in the implementation of this Consent
15 Judgment, shall constitute compliance by Amazon with Proposition 65 and the UCL with respect
16 to the sale or Offer for Sale of any Covered Product in the State of California that contains mercury
17 above the Maximum Mercury Level without a warning or that is adulterated due to the mercury
18 content. This Section shall not apply, however, to the extent that there is a change in law or
19 regulation that renders Amazon's compliance with the terms of this Consent Judgment inadequate
20 to constitute compliance with Proposition 65 or the UCL. If such a change has occurred, either the
21 People or Amazon, after meeting and conferring with each other and with the Private Enforcers,
22 may by motion before this Court, move to terminate this Consent Judgment pursuant to the terms
23 of Section 11.

24 10.5 This Consent Judgment does not resolve the liability of any person or entity other
25 than Amazon that sold Covered Products on the Amazon.com website, and the People and Private
26 Enforcers expressly reserve all their rights with respect to all such persons and entities.

27 10.6 Except as expressly provided herein, nothing in this Consent Judgment is intended
28 to, nor shall it be construed to, preclude the People, Private Enforcers, or any federal, state, or local

1 agency, department, board, or other entity, from exercising its authority or rights under any federal,
2 state, or local law, statute, or regulation to address matters not covered by this Consent Judgment.
3 In any subsequent action that may be brought, Amazon agrees that it will not assert that failing to
4 pursue such claim, violation, or cause of action as part of this action constitutes claim-splitting.

5 10.7 This Consent Judgment addresses the presence of mercury in the Covered Products.
6 The People and Private Enforcers expressly retain the right to assert any claims, whether under the
7 UCL, the False Advertising Law, Proposition 65, or any other law or regulation, that do not arise
8 from, and are not based on, the presence of mercury in the Covered Products.

9 **11. TERM AND TERMINATION**

10 11.1. This Consent Judgment may be terminated at any time pursuant to the provisions of
11 Sections 4.1.2. or 10.4., or on the stipulation of the People and Amazon.

12 11.2. If five (5) or more years have elapsed since the Effective Date, this Consent
13 Judgment has not previously been terminated, and either the People or Amazon believe this Consent
14 Judgment is no longer necessary or effective, the People and Amazon will meet and confer with
15 each other and with the Private Enforcers, and if the concerns of either the People or Amazon are
16 not satisfied, the People or Amazon may terminate this Consent Judgment pursuant to Section 11.3.

17 11.3. If either the People or Amazon exercise a right to terminate pursuant to Sections
18 4.1.2. or 11.2., the Party exercising the termination right must serve notice of termination on all
19 Parties, and file such notice with the Court. The termination shall become effective forty-five (45)
20 Days after service of that notice of termination.

21 11.4. When this Consent Judgment terminates for any reason, the following obligations
22 and terms apply:

23 11.4.1. Amazon will not be entitled to a refund of any payment it made or
24 was obligated to make pursuant to this Consent Judgment prior to the date of such
25 termination; and

26 11.4.2. The People and the Private Enforcers may immediately take any
27 action allowed by law arising from the sale or Offer for Sale of any Prohibited
28 Covered Product in California that (a) occurred after the date of termination, or (b)

1 is the subject of an outstanding NOE that was not resolved because of such
2 termination. Amazon reserves the right to assert any and all rights, arguments, and
3 defenses. Non-Party Private Enforcers may take any action allowed by law arising
4 from the sale or Offer for Sale of any Prohibited Covered Product in California that
5 occurred after the date of termination.

6 **12. NOTICE**

7 When any Party is entitled to receive any notice under this Consent Judgment, including
8 but not limited to a NOE addressed to Amazon pursuant to Section 8.4., the notice shall be sent to
9 the person and address and e-mail address set forth below:

10 To Amazon:

11 Regulatory-inquiries@amazon.com
12 Attn. Benjamin Langner, Senior Corporate Counsel
13 Ali Russo, Corporate Counsel
14 Amazon.com, Inc.
2021 7th Avenue
Seattle, WA 98121

15 To the People:

16 Megan Hey, Deputy Attorney General
17 California Department of Justice
300 South Spring Street, Suite 1702
18 Los Angeles, CA 90013
Megan.Hey@doj.ca.gov

19 To the Private Enforcers:

20 Rachel Doughty
21 Greenfire Law, PC
22 PO Box 8055
Berkeley, CA 94707
rdoughty@greenfirelaw.com

23
24 Any Party may modify the person and address to whom the notice is to be sent by sending
25 the other Parties notice by e-mail or certified mail, return receipt requested. Said change shall take
26 effect five (5) Business Days after the date the return receipt is signed by the Party receiving the
27 notice, or immediately upon confirmation by e-mail from the Party receiving the notice.

28 **13. NO WAIVER OF THE RIGHT TO ENFORCE**

1 The failure of the People, Amazon or the Private Enforcers to enforce any provision of the
2 Consent Judgment shall neither be deemed a waiver of such provision, nor in any way affect the
3 validity of the Consent Judgment or enforcement authority of the People, Amazon or the Private
4 Enforcers. The failure of the People, Amazon or the Private Enforcers to enforce any such
5 provision in the Consent Judgment shall not preclude them from later enforcing the same or other
6 provisions. No oral advice, guidance, suggestions, or comments by the Parties, or by people or
7 entities acting on behalf of any of them, regarding matters covered in this Consent Judgment, shall
8 be construed to relieve any Party of its obligations under this Consent Judgment. No formal or
9 informal enforcement action taken by the People, Amazon or the Private Enforcers in other cases,
10 or with respect to matters other than the presence of mercury in the Covered Products, shall affect
11 the validity or enforceability of this Consent Judgment.

12 **14. COURT APPROVAL**

13 This Consent Judgment shall be submitted to the Court for entry by the Court. If this
14 Consent Judgment is not entered by the Court, it shall be of no force or effect and may not be
15 used for any purposes by the People, the Private Enforcers, Amazon, or any other entity.

16 **15. ENTIRE AGREEMENT**

17 This Consent Judgment contains the sole and entire agreement and understanding of the
18 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
19 negotiations, commitments and understandings related hereto. No representations, oral or
20 otherwise, express or implied, other than those contained herein have been made by any Party
21 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
22 to exist or to bind any of the Parties.

23 ///

26 **16. EQUAL AUTHORSHIP**

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This Consent Judgment shall be deemed to have been drafted equally by the Parties hereto. The Parties agree that the rule of construction holding that ambiguity is construed against the drafting Party shall not apply to the interpretation of this Consent Judgment.

17. EXECUTION IN COUNTERPARTS

The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile or scanned signature, which taken together shall be deemed to constitute one document.

IT IS SO ORDERED and ADJUDGED:

Dated: _____

JUDGE OF THE SUPERIOR COURT

IT IS SO STIPULATED:

Dated: _____

ROB BONTA
Attorney General of California
DENNIS L. BECK JR.
Acting Senior Assistant Attorney General
LAURA J. ZUCKERMAN
Supervising Deputy Attorney General

DENNIS RAGEN
MEGAN K. HEY
Deputy Attorneys General
Attorneys for the People of the State of California

[Signatures continue on next page]

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Dated: _____

RACHEL DOUGHTY
Greenfire Law, PC
Attorney for Larry Lee / As You Sow

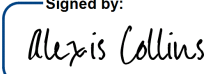
Dated: _____

LARRY LEE

Dated: _____

DANIELLE FUGERE
President and Chief Counsel
As You Sow

Dated: January 16, 2025

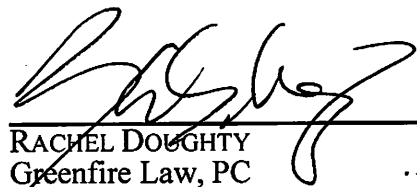
Signed by:


ALEXIS COLLINS
Vice President, Associate General Counsel
Amazon.com, Inc.

[Exhibits A and B follow]

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RACHEL DOUGHTY
Greenfire Law, PC
Attorney for Larry Lee / As You Sow

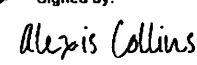
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LARRY LEE

Dated: _____

DANIELLE FUGERE
President and Chief Counsel
As You Sow

Dated: January 16, 2025

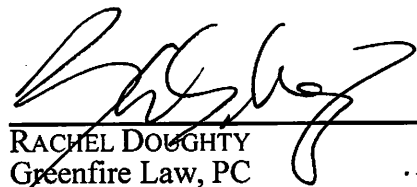
Signed by:


ALEXIS COLLINS
Vice President, Associate General Counsel
Amazon.com, Inc.

[Exhibits A and B follow]

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RACHEL DOUGHTY
Greenfire Law, PC
Attorney for Larry Lee / As You Sow

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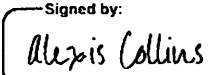
LARRY LEE

Dated: 01/16/25



DANIELLE FUGERE
President and Chief Counsel
As You Sow

Dated: January 16, 2025

Signed by:


ALEXIS COLLINS
Vice President, Associate General Counsel
Amazon.com, Inc.

[Exhibits A and B follow]

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EXHIBIT A
PROHIBITED COVERED PRODUCTS

PRODUCT	ASINs
4K Plus Night Cream	B08C9JRJRQ, B08CRQ2H37
Aneeza skin lightening and whitening products	B079FY4YZ7
Be Be skin lightening and whitening products (including anti-freckle and blemish creams)	B075J67ZY9 B071F5W3Q6
Be Be Special skin lightening and whitening products	B0000IU076, B075J5HXRN, B07VNJLGW1, B075J67ZY9
CCM skin lightening and whitening products (including anti-freckle and blemish creams)	B00T41L3CU, B00P0QXX3A, B0000J1KWO, B00S7M3TI8, B00S7MGVBK, B00XBLW2DI, B01KEDHYSS, B07PHSCCDL
Chandni skin lightening and whitening products	B074MGFGMF, B072BCBZP3, B07FR916GS, B074T57XDV, B07L134MRN, B07T7J6H4Q, B07XH8Y6VL, B07FCG2TP6, B07Q31ZV4W, B072BGZ1QP
Dr. Japan Skin Lightening Complex	B01DCQ7SOO
Dr. Yanhee skin lightening and whitening creams	B0BRK8F4Z2, B00GYN0A4S
Espinicida Voam	B07F5XP4KK
Face Fresh skin lightening and whitening products	B00ZP38YQY, B07FJWW4BM
Faiza skin lightening and whitening creams	B00VOLHLTM, B00WORM8R0, B00XUY6FL6, B081TBPC35
Glutnone Skin Lightening Cosmetics	B07QYJ8DBY
<i>(Exhibit A continues on next page)</i>	

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PRODUCT	ASINs
Goree skin lightening and whitening products	B074DVQ78J, B01JGW2Q8Q, B071F5W69M, B07286YNF6, B07FCGTVW1, B07148GPQM, B071F5W3Q6, B0725M54SD, B07GXLH65L, B01M273AF5, B01MA6DMB2, B0716V999H, B0719FRCN8, B071NY2GXC, B071VPTMY2, B071Z51R2S, B07231CZZB, B0725M55ZD, B072BRWW74, B072BSF92B, B072LJWR95, B076NLG25N9, B07BP2RZK6, B07BZQ8R8S, B07D2LH77G, B07H1Y1WWS, B07JLZVQJK, B07MSJML3B, B07MVKG287, B07P5JFH8X, B07RNH5R54, B07SF6Z4DF
Jiaoyan skin lightening and whitening products	B01MZDMSDJ
Kanza Beauty Cream	B071D3QW5D
KIM skin lightening, whitening, and smoothing products (including anti-wrinkle, anti-acne, anti-freckle and Latinal/Latina creams)	B00N526M70, B00XW3XA36, B00BQGURJG, B00CMJVZ3S, B07GTJ78JJ, B01DL2O7H0, B00CMIZC88, B07LGBKDZR, B07LGC4JVD, B07HY5T9LT, B00LXPCA4A, B012B3MAOM, B00BQH00WY, B012B1GAHW, B012B3X006, B07DWTMHQP, B07HY89N3Z, B07M6R22SW
La Milagrosa Facial Cream	B07GDVMYKD, B07DV8S8LR
Meiyong skin lightening and whitening products	B008XRYQUM, B00AS71WWU, AB00CVJKBDE, B00DM9XZZ8, B00HZFSBYU, B00TS76N66, B00UPXPMYQ, B00VCN3Z7Y, B012BDV1BU
Monsepa skin lightening and whitening products	B0030K8GJY
<i>(Exhibit A continues on next page)</i>	

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PRODUCT	ASINs
Nano Extra White	B0C3YGZNBS
Nunn Care skin lightening and whitening products	B096TKM6GX, B07YR5S8K3, B07LC7V4MF, B07GL2JK6F, B07C1DXTPX, B096T6QFMP, B09C1Y5BXQ
Parley skin lightening and whitening products (foreign language label)	B019C5HKW4, B018R7RBZ4
Polla skin lightening and whitening products (including anti-melasma, acne, and dark spot creams)	B0793CZQQZ, ASIN B00B9XBNJE
Sandal Skin Lightening Cosmetics	B079R5XFT1

EXHIBIT B
PAYMENT DETAIL

Payee	Address	Description	Amount
Office of Environmental Health Hazard Assessment	Senior Accounting Officer – MS 19-B Office of Environmental Health Hazard Assessment P.O. Box 4010 Sacramento, CA 95812-0410	Civil Penalties (AGO)	\$ 58,020
		Civil Penalties (Private Enforcers)	506,250
		TOTAL	\$ 564,270
Attorney General	Robert Thomas Legal Analyst 1515 Clay St., 20th Floor P.O. Box 70550 Oakland, CA 94612-0550	P65 Civil Penalty	\$ 19,340
		Attorneys' Fees/Costs	278,942
		Future Monitoring Costs	65,000
		Subtotal:	\$363,282.00
		UCL Civil Penalty (The AGO will distribute this amount as required by Business & Professions Code § 17206, subd. (c)(1).)	141,200
		TOTAL	\$ 504,482
Mr. Larry Lee	Mr. Larry Lee 1096 Pine Street, Apt. 501 San Francisco, CA 94109	P65 Civil Penalty	\$ 75,000
Greenfire Law Trust Account	Rachel S. Doughty, Esq. Greenfire Law, PC 2748 Adeline Street, Suite A Berkeley, CA 94703	Attorneys' Fees/Costs	\$ 4,500,000
Greenfire Law, PC, in trust for As You Sow	As You Sow C/o Greenfire Law, PC 2748 Adeline Street, Suite A Berkeley, CA 94703	Future Monitoring Costs	\$ 150,000
		P65 Civil Penalties	93,750
		TOTAL	\$ 243,750.00
Black Women for Wellness	Greenfire Law, PC 2748 Adeline Street, Suite A Berkeley, CA 94703	Projects specified in § 5.1.4(c) of the Consent Judgment	\$ 150,000
Mercury Policy Project, a Project of the Tides Center	Attn: Cathy Wong Tides Center 1012 Torney Ave. Building 1014 San Francisco, CA 94129	Projects specified in § 5.1.4(c) of the Consent Judgment	\$ 150,000

1 Copies of all checks or ACH/wire transfer confirmations will be sent by U.S. mail and e-mail to:

2 Megan Hey
3 Deputy Attorney General
4 Office of the CA Attorney General
5 300 South Spring Street, Suite 1702
6 Los Angeles, CA 90013

7 Megan.hey@doj.ca.gov

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