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5 Attorneys for Plaintiff
SUSAN DAVIA

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MARIN
10 UNLIMITED CIVIL JURISDICTION
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12 SUSAN DAVIA,	Case No. CV 0002609
13 Plaintiff,	CONSENT TO JUDGMENT SETTLEMENT
14 v.	AGREEMENT
15 AMAZON.COM, INC., DEMMEX and	Action Filed: April 24, 2024
16 DOES 1-150,	Trial Date: None Assigned
17 Defendants.	

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This consent to judgment settlement agreement ("Agreement") is entered into by and
4 between plaintiff Susan Davia ("Davia") and defendant Amazon.com, Inc. ("Amazon"), with
5 Davia and Amazon each referred to as a "Party" and collectively referred to as the "Parties."

6 **1.2 Davia**

7 Davia is an individual residing in the State of California who seeks to promote awareness
8 of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous
9 substances contained in consumer products.

10 **1.3 Amazon**

11 Amazon employs ten or more persons. For purposes of this Agreement and litigation
12 only, Plaintiff alleges, and Amazon does not dispute, that Amazon is a person in the course of
13 doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,
14 California Health & Safety Code §§ 25249.6 *et seq.* ("Proposition 65").

15 **1.4 General Allegations**

16 Davia alleges that Amazon is responsible for the design, manufacture, distribution
17 and/or sale, in the State of California, of Demmex Copper Cookware and Pitchers with Brass
18 Handles that expose users to lead and lead compounds without first providing a "clear and
19 reasonable warning" under Proposition 65. Pursuant to Proposition 65, lead and lead
20 compounds are listed as carcinogens and reproductive toxins. Lead and lead compounds shall
21 be referred to hereinafter as the "Listed Chemical."

22 **1.5 Notice of Violation**

23 On January 24, 2024, Davia served Amazon and various public enforcement agencies
24 with a document entitled "60-Day Notice of Violation" that provided public enforcers and the
25 noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to
26 warn consumers of the presence of lead and lead compounds found in Demmex Copper
27 Cookware and Pitchers with Brass Handles Covered Products (hereafter defined) sold in
28 California (AG Notice 2024-00338).

1 The January 24, 2024, Notice of Violation shall hereafter be referred to as the "Notice."
2 To the best of the Parties' knowledge, no public enforcer has commenced or is diligently
3 prosecuting a Proposition 65 enforcement action related to lead or lead compounds in the
4 Covered Products, as identified in the Notices.

5 **1.6 Complaint**

6 On April 24, 2024, Davia filed a Complaint against Amazon in the Superior Court of the
7 State of California for the County of Marin, Case No. CV0002609, alleging violations of Health and
8 Safety Code § 25249.6 based on the alleged failure to warn of exposures to lead and lead
9 compounds in the Covered Products (the "Action").

10 **1.7 No Admission**

11 This Agreement resolves claims that are denied and disputed by Amazon. Amazon
12 denies the material, factual, and legal allegations asserted in the Notices, the Complaint, and the
13 Action. The Parties enter into this Agreement pursuant to a full and final settlement of any and
14 all claims between the Parties for the purpose of avoiding prolonged litigation. Amazon
15 maintains that it did not knowingly or intentionally expose California consumers to the Listed
16 Chemical and that all Covered Products that have been sold on amazon.com into California have
17 been and are in compliance with Proposition 65. Nothing in this Agreement shall be construed
18 as an admission by Amazon of any fact, finding, issue of law, or violation of law, nor shall
19 compliance with this Agreement, or any Consent Judgment in this Action, constitute or be
20 construed as an admission by Amazon of any fact, finding, conclusion, issue of law, or violation
21 of law, such being specifically denied by Amazon. However, notwithstanding the foregoing,
22 this section shall not diminish or otherwise affect Amazon's obligations, responsibilities, and
23 duties under this Agreement.

24 **1.8 Consent to Jurisdiction**

25 For purposes of this Agreement only, the Parties stipulate that the Marin County Superior
26 Court has jurisdiction over Amazon as to the allegations contained in the Complaint, that venue
27 is proper for the Action in County of Marin, and that this Court has jurisdiction over all the

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Parties to approve and enter a Consent Judgment based on this Agreement, and oversee the enforcement of any such Consent Judgment pursuant to law, including Proposition 65.

2. DEFINITIONS

2.1 "Covered Product" and "Covered Products" shall mean all sizes and variations of Demmex copper cookware and pitchers with brass handles, including, but not limited to, Demmex 1.2mm Thick Hammered Copper Saucepan with Lid & Helper Handle (1.7 Qt.) (ASIN B01CAWU8W0, Model SYNCHK081999), Demmex 1.2mm Thick Hammered Copper Soup Pot Stew Pan Casserole, 3 Qt. (ASIN B01F19E7LW, Model ~~SYNCHK~~SYNCHKG128587), Demmex 1.2mm Thick Hammered Copper Sugar Sauce Zabaglione Pan with Helper Handle (1.7 Qt.) (ASIN B01CAWJK6A, Model SYNCHKG100806), DEMMEX Handmade 1.2mm Thick Solid Unlined Uncoated Hammered Copper Water Moscow Mule Pitcher Jug (ASIN B08DYBYSRH), DEMMEX 1mm Thick Solid Copper Personal Mini Pitcher (ASIN B0B34PTJ9H), DEMMEX Solid 1mm Thick Copper Olive Oil Vinegar Dispenser Bottle, Oil Cruet, Pure Copper Body, Tin Lined, Brass Handle & Removable Brass Spout (Model BAKIR-YAGDANLIK), Demmex Solid 1mm Thick Copper Olive Oil Vinegar Dispenser Bottle, Oil Cruet (ASIN B0BGQ9K2FR), Demmex 1.2mm Thick Hammered Copper Soup Pot Stew Pan Casserole, 4 Qt. (ASIN B01F19E81G), Demmex 1 mm solid copper pitcher, antiqued engraved (ASIN B07GYX1QDH), Demmex 1 mm solid copper pitcher, matte engraved (ASIN B07GYQ4RQT) and Demmex 1mm Copper personal mini pitcher (ASIN (B0B34SLJSB).

2.2 "Lead Free" Covered Products shall mean that each brass component of any Covered Product contains less than 100 parts per million ("ppm") Lead when analyzed pursuant to EPA testing methodologies 3050B and 6010B, or equivalent methodologies utilized by Federal or State agencies for the purpose of determining Lead content in a solid substance.

2.3 "California Customer" shall mean any customer with a ship to address in California.

2.4 "Effective Date" shall mean twenty (20) days after the date this Agreement is fully executed by the Parties.

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1 **2.5** “Notice Date” shall mean either (1) forty-five (45) days after the date that
2 Plaintiff has uploaded this Agreement (or any amended agreement hereto) for review by the
3 Attorney General’s Office without objection from the Attorney General’s office or (2) ten (10)
4 days after email notice to counsel for Amazon of express confirmation by the Attorney General’s
5 office that this Agreement (or any amended agreement hereto) is acceptable to them, whichever
6 is earlier.

7 **3. INJUNCTIVE RELIEF**

8 The Parties agree and intend for compliance with the terms of this Consent Judgment to
9 constitute compliance with Proposition 65 with respect to exposures to lead and lead compounds
10 from the Covered Products.

11 **3.1 Covered Product Warnings**

12 **3.1.1** Amazon agrees that by the Effective Date, to the extent it ships or sells any
13 Covered Products to a California Customer, then for each Covered Product, Amazon will either:

14 **3.1.1.1** Provide the Section 3.1.2 warning on each Covered Product’s online product page
15 and order checkout page prior to purchase on amazon.com by (A) Amazon applying both
16 warnings itself, or (B) Amazon instructing any vendors and third-party sellers of the Covered
17 Products to fulfill their existing contractual obligation by providing the Section 3.1.2 warning on
18 each Covered Product’s online product page on amazon.com (which will also populate the
19 warning on the order checkout page for the product as well) and confirming prompt placement
20 of the Section 3.1.2 warning on each Covered Product’s online product page on amazon.com; or

21 **3.1.1.2** Cease offering the Covered Products for sale to California Customers on
22 amazon.com.

23 **3.1.2** The warnings required by this Section shall be provided in a conspicuous and
24 prominent manner such that they will be likely to be read or seen by the consumer, both on the
25 Covered Product online product display page on amazon.com and on the order checkout page,
26 prior to or at the time of the sale or purchase. The Parties agree that placement of the warning
27 set forth below, or a clearly marked hyperlink to such warning using the word “WARNING” on
28 each Covered Product’s online product display page on amazon.com and on the order checkout

1 page prior to purchase of each Covered Product via amazon.com, shall constitute compliance by
2 Amazon with Proposition 65 with respect to any Covered Products:

3 **⚠WARNING:** This product can expose you to chemicals,
4 including lead and/or lead compounds, that are known to
5 the State of California to cause cancer and birth defects or
6 other reproductive harm. For more information go to
7 www.P65Warnings.ca.gov.

8 **3.1.3** Where an ecommerce warning used to provide a warning under this section
9 contains consumer information in a language other than English, the warning in this section
10 must also be provided in that language in addition to English.

11 **3.2 Alternative Safe Harbor Warning Language**

12 If the Office of Environmental Health Hazard Assessment regulations require or permit
13 specific safe harbor warning text and/or methods of transmission different than those set forth
14 above, Amazon shall be entitled to use, at its discretion, such other specific safe harbor warning
15 text and/or methods of transmission without being deemed in breach of this Agreement or any
16 Consent Judgment in this Action.

17 **3.3 Notice to Covered Product Vendors and Third-Party Sellers**

18 No later than twenty (20) calendar days after the Notice Date, Amazon shall notify in
19 writing any third-party sellers that are selling or have sold any units of the Covered Products on
20 amazon.com during the three years before the Effective Date of this Agreement of the Section
21 2.2's guidance for the Covered Products to be "Lead Free," of the requirement to provide the
22 Section 3.1.2 warning statement for each Covered Product online, and that the California
23 Attorney General requires that third-party sellers of the Covered Products that are subject to
24 Proposition 65 also apply the Section 3.1.2 warning statement, or a Proposition 65 compliant
25 warning, directly on the packaging of the Covered Products. Amazon shall provide copies of
26 this correspondence to counsel for Plaintiff. Amazon shall not be responsible or liable for failures
27 of any vendors or third-party sellers of the Covered Products to fulfill their independent
28 Proposition 65 obligations.

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1 **4. MONETARY PAYMENTS**

2 **4.1 Civil Penalty**

3 As a condition of settlement of all the claims referred to in this Agreement, but effective
4 only upon entry of a Consent Judgment based on this Agreement as to Amazon in the Action,
5 Amazon shall pay a total of \$12,000 in civil penalties in accordance with California Health &
6 Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of
7 Environmental Health Hazard Assessment ("OEHHHA") and the remaining 25% of the penalty
8 remitted to Davia.

9 **4.2 Augmentation of Penalty Payments**

10 Amazon represents that the sales data provided to Davia prior to this Agreement is a
11 good faith reporting of sales activity via amazon.com to California customers for the ASIN(s)
12 and time period(s) represented on the data sheet(s). For purposes of the penalty assessment
13 under this Agreement, Davia is relying entirely upon Amazon for accurate, good faith reporting
14 to Davia of the nature and amounts of such sales data. If within nine (9) months of the Effective
15 Date, Davia discovers and presents evidence to counsel for Amazon that the sales volume
16 represented in the data provided to Davia prior to this Agreement was more than 25% lower
17 than the actual sales volume during the same time period for sales shipped to California, and
18 Amazon does not provide Davia with a declaration under penalty of perjury under the laws of
19 the State of California supporting the data Amazon originally provided, then Amazon shall be
20 liable for an additional penalty amount of \$10,000.00. Davia agrees to provide counsel for
21 Amazon with a written demand for all such additional penalties under this Section. After service
22 of such demand, Amazon shall have thirty (30) days to either present the required declaration to
23 counter this claim or agree to the additional \$10,000 penalty and confirm in writing to Davia that
24 it has submitted a request for such payment to OEHHHA and Davia in accordance with the
25 recipient allocation of Section 4.1 and procedure of Section 4.4. Should this thirty (30) day period
26 pass without any such resolution between the Parties and payment of such additional penalties,
27 Davia shall be entitled to file a formal legal claim for the additional civil penalties pursuant to
28 this Section.

1 **4.3 Reimbursement of Davia's Fees and Costs**

2 The Parties acknowledge that Davia and her counsel offered to resolve this dispute
3 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
4 leaving this fee issue to be resolved after the material terms of the Consent Judgment had been
5 settled. The Parties then attempted to (and did) reach an accord on the compensation due to
6 Davia and her counsel under general contract principles and the private attorney general
7 doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in
8 this matter. Under these legal principles, Amazon shall pay Davia's counsel the amount of
9 \$41,000 for fees and costs incurred investigating, litigating and enforcing this matter.

10 **4.4 Payment Procedures**

11 Within forty-five (45) calendar days after Amazon's counsel's receipt of notice from
12 Plaintiff's counsel that the Court has entered a Consent Judgment based on this settlement and
13 Davia's provision of W-9 forms for Davia and her counsel, whichever is later, Amazon, or its
14 counsel shall deliver the settlement payments to Plaintiff's counsel as follows:

15 One (1) civil penalty check payable to "OEHHHA" (EIN: 68-0284486) (memo line "Prop 65
16 Penalties, 2024-00338," if possible), in the amount of \$9,000 and one (1) civil penalty check
17 payable to "Susan Davia" (Tax ID to be supplied) (memo line "Prop 65 Penalties, 2024-00338," if
18 possible) in the amount of \$3,000.

19 One (1) attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN
20 55-08-58910) (memo line "2024-00338," if possible) in the amount of \$41,000.

21 All Section 4 civil penalty and attorney fee/cost payment checks shall be delivered to
22 plaintiff's counsel at the following address:

23 Sheffer Law Firm
24 Attn: Proposition 65 Controller
25 232 E. Blithedale Ave., Suite 210
26 Mill Valley, CA 94941

27 If Amazon is unable to include the memo lines noted above, the checks shall be sent to the above-
28 noted address with a cover letter with such information.

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1 **4.5 Issuance of 1099 Forms**

2 Amazon shall provide 1099-MISCs, to OEHHHA, Plaintiff's counsel, and Plaintiff in
3 accordance with its standard accounting practices and applicable law.

4 **5. RELEASES**

5 **5.1 Davia's Public Release of Amazon**

6 Plaintiff, acting on her own behalf and in the public interest, hereby releases Amazon,
7 and its past, current, and future direct and indirect subsidiaries, affiliates, affiliated entities under
8 common ownership, predecessors, agents, directors, members, managers, officers, employees,
9 representatives, shareholders, insurers, beneficiaries, attorneys, successors, and assignees
10 (collectively, "Releasees") of, from, and with regard to any and all alleged or actual violations of
11 Proposition 65 for a failure to warn about exposures to lead and/or lead compounds from
12 Covered Products that were manufactured, produced, packaged, imported, supplied,
13 distributed, sold, or offered for sale on amazon.com to customers in California prior to the
14 Effective Date.

15 This Section 5.1 release shall not extend upstream to any entities that manufactured the
16 Covered Products or any component parts thereof, or any distributors or suppliers who sold the
17 covered products or any component parts thereof to Amazon.

18 **5.2 Davia's Individual Release**

19 Except as otherwise indicated hereafter, Davia also, in her individual capacity and on
20 behalf of her past and current representatives, agents, attorneys, successors and/or assigns,
21 provides a general release herein which shall be effective as a full and final accord and
22 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,
23 damages, losses, claims, liabilities and demands of Davia, of any nature, character or kind,
24 known or unknown, suspected or unsuspected, arising out of the subject matter of the Notices,
25 Complaint, or Action as to Covered Products manufactured, distributed, offered for sale, or sold
26 by Releasees before the Effective Date. Davia acknowledges that she is familiar with section 1542
27 of the California civil code, which provides as follows:

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

5 Davia, in her individual capacity and on behalf of her past and current representatives,
6 agents, attorneys, successors and/or assigns expressly waives and relinquishes any and all rights
7 and benefits that she may have under, or which may be conferred on her by the provisions of
8 Section 1542 of the California Civil Code as well as under any other state or federal statute or
9 common law principle of similar effect, to the fullest extent that she may lawfully waive such
10 rights or benefits pertaining to the released matters. In furtherance of such intention, the release
11 hereby given shall be and remain in effect as a full and complete release notwithstanding the
12 discovery or existence of any such additional or different claims or facts arising out of the
13 released matters.

14 This section 5.2 release shall not extend upstream to any entities that manufactured the
15 Covered Products or any component parts thereof, or any distributors or suppliers who sold the
16 covered products or any component parts thereof to Amazon.

17 For clarification, these Section 5.1 and Section 5.2 releases also shall not extend to any
18 claims Davia's counsel may have against Amazon for violation of CLRA with respect to the
19 Covered Products.

20 **5.3 Amazon's Release of Davia**

21 Amazon, on its own behalf and on behalf of its past and current agents, representatives,
22 attorneys, successors and assignees, hereby waives any and all claims against Plaintiff and her
23 attorneys and other representatives, for any and all actions taken or statements made by Plaintiff
24 and her attorneys and other representatives in the course of investigating the Proposition 65
25 claims at issue in this matter, seeking to enforce Proposition 65 against it in this matter, or
26 prosecuting this Action. This release by Amazon shall not extend to any claims Amazon may

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1 have against Davia's counsel for any investigation or prosecution of any CLRA claims against
2 Amazon with respect to Covered Products.

3 **6. COURT APPROVAL**

4 This Agreement shall be null and void and shall never be introduced into evidence or
5 otherwise used in any proceeding for any purpose (other than to allow the Court to determine if
6 there was a material breach of the following paragraph of this Section 6) if, for any reason, it is
7 not approved and entered by the Court within one year after it has been fully executed by all
8 Parties. Plaintiff and Amazon agree to support the entry of this Agreement as a judgment, and
9 to obtain the Court's approval of their settlement in an expedited manner as allowed by law. The
10 Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f)(4), a noticed
11 motion is required for judicial approval as a Consent Judgment of this Agreement, which
12 Plaintiff shall primarily draft and file. In furtherance of obtaining such approval, the Parties
13 agree to mutually employ their reasonable best efforts, and those of their counsel, to support the
14 entry of this Agreement as a judgment. For purposes of this section, "best efforts" shall include,
15 at a minimum, supporting the motion for approval, jointly requesting the Court to have the
16 motion heard on regular motion notice as allowed, and appearing at the hearing before the Court
17 if so requested.

18 **7. ENFORCEMENT / CURE**

19 To the extent that, after the date this Agreement is fully executed, Davia identifies any
20 Covered Product on amazon.com in the future which she believes is not in compliance with this
21 Agreement or any Consent Judgment entered in the Action, Davia shall advise Amazon of such
22 alleged breach in the manner set forth in Section 10, and provide Amazon with thirty (30)
23 business days (calculated from the date notice is provided) to cure any alleged violation (the
24 "Notice to Cure"). The Notice to Cure shall include, for each Covered Product alleged to be
25 violation of this Agreement or any Consent Judgment in the Action: the date of alleged
26 violations(s), place of sale, date and proof of purchase (if relevant), a copy of the alleged product
27 detail and order checkout pages on the date of sale, and any test data obtained by Davia
28 regarding each such Covered Product. Davia shall take no further action regarding any alleged

violation nor seek any monetary recovery for herself, her agents, or her counsel if, within 30 business days of receiving such Notice to Cure, Amazon confirms to Davia (1) that the Covered Product was manufactured, distributed, sold, or offered for sale by Amazon before the Compliance Date; or (2) that Amazon took corrective action by placing a warning on the Covered Product(s) compliant with Section 3.1 or Section 3.2 of this Consent Judgment following service of the Notice to Cure; or (3) that the Covered Products are Phthalate Free.

8. SEVERABILITY

If any of the provisions of this Agreement are found by a court to be unenforceable, the validity of the enforceable provisions remaining, after express agreement of the Parties, shall not be adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

9. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California.

10. NOTICES

When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by certified mail or electronic mail to the following:

For Amazon

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

With a copy to their counsel:

Gregory L. Doll
Jamie O. Kendall
Doll Amir & Eley LLP
515 S. Flower Street, Suite 1812
Los Angeles, CA 90071
gdoll@dollamir.com
jkendall@dollamir.com

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For Davia to:

Proposition 65 Coordinator
 Sheffer Law Firm
 232 E. Blithedale Ave., Suite 210
 Mill Valley, CA 94941
gregs@sheffer-law.net

Any Party may modify the person and address to whom the notice is to be sent by sending each other Party notice by certified mail and/or other verifiable form of written communication.

11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)

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

12. MODIFICATION

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

13. ENTIRE AGREEMENT

This Agreement 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, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound and/or included as part of any Consent Judgment entered by the Court as a result of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

1 **14. ATTORNEY'S FEES**

2 **14.1** Should either Party prevail on any motion, application for order to show cause
3 or other proceeding to enforce a violation of this Agreement, that Party shall be entitled to its
4 reasonable attorney fees and costs incurred as a result of such motion, order or application,
5 consistent with C.C.P. §§ 1021 and 1021.5.

6 **14.2** Except as otherwise specifically provided herein, each Party shall bear its own
7 costs and attorney's fees in connection with the Notice and Action.

8 **14.3** Nothing in this Section shall preclude a Party from seeking an award of
9 sanctions pursuant to law.

10 **15. NEUTRAL CONSTRUCTION**

11 Both Parties and their counsel have participated in the preparation of this Agreement and
12 this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to
13 revision and modification by the Parties and has been accepted and approved as to its final form
14 by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this
15 Agreement shall not be interpreted against any Party as a result of the manner of the preparation
16 of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction
17 providing that ambiguities are to be resolved against the drafting Party should not be employed
18 in the interpretation of this Agreement and, in this regard, the Parties hereby waive California
19 Civil Code Section 1654.

20 **16. COUNTERPARTS, FACSIMILE SIGNATURES**

21 This Agreement may be executed in counterparts and by facsimile or portable document
22 format (PDF), each of which shall be deemed an original, and all of which, when taken together,
23 shall constitute one and the same document.

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17. AUTHORIZATION

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

IT IS SO AGREED

<p>June 17, 2025 Dated: June __, 2025</p> <p>Signed by:  61950B9EFB1945A...</p> <p>Alexis Collins Authorized Representative Amazon.com, Inc.</p>	<p>6/17/2025 Dated: June __, 2025</p> <p></p> <p>Susan Davia</p>
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