

## **SETTLEMENT AGREEMENT**

### **1. INTRODUCTION**

#### **1.1 Parties**

This Settlement Agreement is entered into by and between:

Michael DiPirro

(referred to herein as “DiPirro”) represented by his attorneys,

Law Office of David R. Bush and Jeremy Fietz, Attorney-at-Law, and

Amazon.com, Inc. and Amazon.com Services LLC

(referred to herein as “Amazon”) represented by its attorneys,

Doll Amir & Eley LLP.

DiPirro is an individual residing in California who seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Amazon employs ten or more persons and, for the purposes of this litigation only, DiPirro alleges that Amazon is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 *et seq.* (“Proposition 65”).

#### **1.2 General Allegations**

DiPirro alleges, through three separate 60-Day Notices of Violation for three different products, that Amazon manufactures, imports, sells, or distributes for sale, in the State of California containing lead without first providing the clear and reasonable exposure warning required by Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical that is known to the State of California to cause cancer and birth defects or other reproductive harm (hereinafter the “Listed Chemical”).

#### **1.3 Covered Products**

The products covered by this Settlement Agreement are: (1) Lead Sheets, Strips and Weights (A.G. Notice No. 2024-00455 as superseded by Notice No. 2024-01166); (2) Lead cubes (A.G. Notice No. 2024-01564); and (3) Lead pipe flashing boots (A.G. Notice no. 2024-01165 as superseded by Notice No. 2024-03474) containing the Listed Chemical that are manufactured, sold, or distributed for ultimate sale to consumers in the State of California on [www.amazon.com](http://www.amazon.com). (collectively, the “Covered

Products”). This includes, but is not limited to the following exemplar products: (1) Lead Sheet, 10 Rolls Fishing Soft Lead Sheet Strip Sinkers Weights identified by ASIN B09WDX7HQG; (2) Lead Cube - Metal Element Cubes - Laser Engraved Density Cube Set identified by ASINs B0C3K5XNX5 and B0BVCVM4D5; and (3) Eagle 1 Lead Pipe Flashing Boot identified by ASIN B077Q745WQ .

#### **1.4 Notices of Violation**

On or about January 24, 2024 (superseded on March 18, 2024), April 19, 2024; and May 28, 2024, DiPirro served Amazon and certain requisite public enforcement agencies with separate 60-Day Notices of Violation (the “Notices,” individually a “Notice”): 1) A.G. Notice No. 2024-00455 as superseded by Notice No. 2024-01166 (Lead Sheets, Strips and Weights); 2) A.G. Notice No. 2024-01564 (Lead cubes); and 3) A.G. Notice No. 2024-01165 as superseded by Notice No. 2024-03474 (Lead pipe flashing boots). The documents informed the recipients of DiPirro’s allegation that Amazon allegedly violated Proposition 65 by failing to warn its customers and consumers in California that the Covered Products expose users to the Listed Chemical. To the best of DiPirro’s knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notices.

#### **1.5 No Admission**

This Settlement Agreement resolves claims that are denied and disputed. Amazon denies the material, factual, and legal allegations contained in the Notices and maintain that all of the products it has manufactured, sold, or distributed for sale in California, including the Covered Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Amazon of any fact, finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Amazon of any fact, finding, conclusion of law, issue of law, or violation of law, the same being specifically denied by Amazon. This section shall not, however, diminish or otherwise affect Amazon’s obligations, responsibilities, and duties under this Settlement Agreement.

#### **1.6 Effective Date**

For purposes of this Settlement Agreement, the term “Effective Date” shall mean the day the final requisite signature is applied to the Settlement Agreement.

## 2. **INJUNCTIVE RELIEF: PRODUCT WARNINGS**

**2.1 Product Warnings.** Commencing thirty (30) days after the Effective Date, for any Covered Products identified in Section 1.3 of this Settlement Agreement that are offered for sale in California on amazon.com, Amazon will (a) place the Section 2.2 warning on each Covered Product's online product page on amazon.com or (b) cease offering the Covered Product for sale in California on amazon.com. .

**2.2 Text of the Warning.** Amazon shall use the warning set forth below, which shall include a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline as shown below:



**WARNING: This product can expose you to chemicals including lead and lead compounds, 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).**

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



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

**2.3 Foreign Language Requirement.** 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.

**2.4 Compliance.** The Parties agree that placement of the 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.

**2.3 Cure Period:** If DiPirro determines at a future date that an alleged violation of this

Settlement Agreement has occurred, his counsel shall provide notice to Amazon. Prior to bringing any action to enforce any requirement of this Settlement Agreement, DiPirro shall provide Amazon with written notice of the alleged violation of the Settlement Agreement, together with all supporting information as well as a complete demand for the relief sought. The parties to this Settlement Agreement shall then meet and confer, through counsel, regarding the basis for the allegations to resolve the matter informally, including providing Amazon with a reasonable opportunity of at least thirty (30) days from the conferral to cure any alleged violation. Should such attempt at informal resolution fail, DiPirro may seek to enforce this Settlement Agreement in a court of law.

**3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

**3.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b).** Amazon shall make a civil penalty payment of \$1,000 per Notice (\$3,000 total) as a component of this settlement. The penalty payment will be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the penalty funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to DiPirro. DiPirro’s counsel take all responsibility to transmit the appropriate penalty funds to DiPirro and to OEHHA.

**4. REIMBURSEMENT OF FEES AND COSTS**

**4.1 Fees & Costs.** The parties reached an accord on the compensation due to DiPirro and his counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of this agreement. Amazon shall pay a total of \$51,000 for fees and costs incurred as a result of investigating, working with toxicology experts, bringing this matter to Amazon’s attention, document preparation, and negotiating a settlement in the public interest.

**5. PAYMENT AND FORM 1099**

**5.1 Payment.** Within forty-five (45) calendar days of the Effective Date, Amazon’s receipt of a current W-9 form from both Plaintiff’s counsel and Plaintiff, and Amazon’s receipt of ACH payment instructions from Plaintiff’s counsel, whichever is later, Amazon shall deliver the complete settlement payment in the total amount of \$54,000 (the total of the payments set out in Sections 3 and 4) to the bank account of Jeremy Fietz, Attorney at Law (via ACH payment) and

Plaintiff's counsel thereafter shall be responsible for the payment of penalties to Plaintiff and OEHHA.

**5.2 Taxation Documents.** Amazon shall provide 1099-MISCs to Plaintiff's counsel and Plaintiff in accordance with its standard accounting practices and applicable law. A W-9 form shall be provided to Amazon by both Jeremy Fietz, Attorney-at-Law, and Plaintiff after this Agreement has been fully executed by the Parties to this agreement.

## **6. CLAIMS COVERED AND RELEASED**

### **6.1 DiPirro's Release of Noticed and Related Parties**

This Settlement Agreement is a full, final, and binding resolution between DiPirro and Amazon of any violation of Proposition 65 that was or could have been asserted by DiPirro, on behalf of himself, or on behalf of his past, current, and future agents, representatives, attorneys, successors, and/or assignees, against Amazon or its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom Amazon directly or indirectly distributes or sells the Covered Products ("Releasees"), including its downstream distributors and retailers, but not including its upstream suppliers and manufacturers, for unwarned exposures to the Listed Chemical from the Covered Products manufactured, distributed, sold or distributed for sale in California on amazon.com prior to the Effective Date.

In further consideration of the promises and agreements herein contained, DiPirro, on his own behalf and on behalf of his past, current, and future agents, representatives, attorneys, successors, and/or assignees, hereby fully releases and waives all rights to institute or participate in, directly or indirectly, any form of legal action, and releases all claims that he may have, against Amazon and Releasees, whether known or unknown, suspected or unsuspected, including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert fees, and attorneys' fees, for exposures to the Listed Chemical from Covered Products distributed, sold, or distributed for sale in California on amazon.com prior to the Effective Date.

### **6.2 Amazon's Release of DiPirro**

Amazon, on its own behalf and on behalf of its past and current agents, representatives, attorneys,

successors, and assignees, hereby waives any and all claims that it may have against DiPirro and his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by DiPirro and his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

### **6.3 Release of Unknown Claims**

DiPirro acknowledges and agrees that he has had a reasonable opportunity to consult with his legal counsel concerning this Settlement Agreement, and to consider whether there may be released claims that presently are unknown, unforeseen, unmatured, or not yet in existence, and intends to release such released claims as set forth in this Settlement Agreement. Without limiting the foregoing, DiPirro acknowledges and agrees that the release set forth herein specifically extends to claims that he does not know or suspect to exist in his favor as of the Effective Date of this Settlement Agreement. DiPirro expressly waives and assumes the risk that such unknown claims exist or may exist, regardless of whether his lack of knowledge results from ignorance, oversight, error, negligence, or otherwise. DiPirro expressly waives, without limitation as to any other applicable law, Section 1542 of the California Civil Code, which provides:

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

DiPirro understands and acknowledges the significance and consequences of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, DiPirro acknowledges and agrees that he may hereafter discover facts in addition to, or different from, those facts known to her or which he now believes to be true with respect to the subject matter of this Settlement Agreement. Nevertheless, DiPirro agrees that it is her intention to release, fully, finally, and forever, all claims, demands, suits, or causes of action of any kind against the Amazon as of the Effective Date of this

Settlement Agreement, and, in furtherance of such intention, the releases will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. DiPirro assumes full responsibility for any and all damages, losses, costs, and expenses of any kind that he may incur hereafter as a result of any such additional or different facts. DiPirro does not, however, waive or release any claim that may arise in the future for breach of this Settlement Agreement or any provisions herein. This release of Amazon by DiPirro extends only to potential claims arising out of the Covered Products and in no way restricts DiPirro's right to enforcement of Proposition 65 relating to other products.

**7. SEVERABILITY**

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

**8. GOVERNING LAW**

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products specifically, or the Covered Products are reformulated so as not to contain any chemicals requiring a Proposition 65 warning, then Amazon may provide written notice to DiPirro of any such changes and have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Products are so affected. Nothing in this Settlement Agreement shall be interpreted to relieve Amazon from any obligation to comply with any pertinent state or federal toxics control laws.

**9. NOTICES**

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and sent by electronic mail *and* any of the following: (i) personal delivery; (ii) first-class, registered or certified mail, return receipt requested; or (iii) a recognized overnight courier on any party by the other party at the following addresses:

| \_\_\_\_\_

For Amazon:

Gregory Doll  
Jamie Kendall  
Doll, Amir, Eley LLP  
515 Flower St., Suite 1812  
Los Angeles, CA 90071  
[gdoll@dollamir.com](mailto:gdoll@dollamir.com)  
[jkendall@dollamir.com](mailto:jkendall@dollamir.com)

AND

For Michael DiPirro:

Jeremy Fietz, Attorney-at-Law  
4241 Montgomery Drive, #123  
Santa Rosa CA 95405  
[jeremy@superawesomelawyer.com](mailto:jeremy@superawesomelawyer.com)

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

**10. COUNTERPARTS; FACSIMILE SIGNATURES**

This Settlement Agreement 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.

**12. POST-EXECUTION ACTIVITIES**

DiPirro agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f).

**13. MODIFICATION**

This Settlement Agreement may be modified only by a written agreement of the parties to this agreement.

**14. AUTHORIZATION**

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



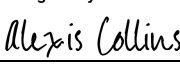
AGREED TO:

Date: 12/01/2024

By:   
Michael DiPirro

AGREED TO:

Date: December 6, 2024

Signed by:  
By:   
61950B9EFB1945A...  
Amazon.com Services LLC  
Print Name: Alexis Collins  
Title: Authorized Representative