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9 Attorneys for Plaintiff
JAY EPPS

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

JAY EPPS,
Plaintiff,
v.
AMAZON.COM, INC.,
Defendant.

Lead Consolidated Case No. CGC-25-624135
(Carcinogens in Moth Preventives Action)

[Assigned for All Purposes to the Honorable
Ethan P. Schulman – Dept. 304]

[PROPOSED] CONSENT JUDGMENT

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

1 **1. INTRODUCTION**

2 **1.1 Parties**

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

6 **1.2 Plaintiff**

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

10 **1.3 Defendant**

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

15 **1.4 General Allegations**

16 Plaintiff alleges that Defendant sells online, imports, facilitates, and/or distributes for sale
17 in California moth preventives containing naphthalene and *p*-dichlorobenzene (*p*-DCB), limited to
18 those manufactured by Willert Home Products, Inc. and/or branded under Willert’s Enoz name
19 (defined below as the “Product”). Plaintiff further alleges Defendant did so without providing a
20 clear and reasonable warning for the risk of cancer as required by Proposition 65. Naphthalene is
21 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.
22 *P*-DCB is listed pursuant to Proposition 65 as a chemical known to the State of California to cause
23 cancer. The Products, as alleged, contain at least ninety percent (90%) of naphthalene or *p*-DCB
24 according to the manufacturer’s safety data sheet as well as the product label.

25 **1.5 Product Description**

26 The products covered by this Consent Judgment are moth preventives containing
27 naphthalene and *p*-DCB, limited to those manufactured by Willert Home Products, Inc. and/or
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1 branded under Willert's Enoz name, that are offered for sale on amazon.com to consumers in
2 California (hereinafter referred to as the "Product").

3 **1.6 Notices of Violation**

4 On January 24, 2025, Plaintiff served Amazon and certain requisite public enforcement
5 agencies with a 60-Day Notice of Violation (Attorney General Notice 2025-00272), alleging that
6 Amazon violated Proposition 65 when it did not warn consumers in California that certain moth
7 preventives manufactured by Willert Home Products, Inc. and/or branded under Willert's Enoz
8 name expose users to naphthalene ("Naphthalene Notice"). To the best of the Parties' knowledge,
9 no public enforcer commenced an action nor prosecuted the allegations set forth in the
10 Naphthalene Notice.

11 On January 24, 2025, Plaintiff served Amazon and certain requisite public enforcement
12 agencies with a 60-Day Notice of Violation (Attorney General Notice 2025-00273), alleging that
13 Amazon violated Proposition 65 when it did not warn consumers in California that certain moth
14 preventives manufactured by Willert Home Products, Inc. and/or branded under Willert's Enoz
15 name expose users to *p*-DCB ("*p*-DCB Notice"). To the best of the Parties' knowledge, no public
16 enforcer commenced an action nor prosecuted the allegations set forth in the *p*-DCB Notice.

17 The Naphthalene Notice and *p*-DCB Notice are collectively referred to herein as the
18 "Notices."

19 **1.7 Complaint**

20 On April 8, 2025, Plaintiff filed a complaint in the Superior Court in and for the County of
21 San Francisco against Amazon, alleging violations of California Health & Safety Code §25249.6,
22 based on exposures to naphthalene and *p*-DCB contained in moth preventives manufactured by
23 Willert Home Products, Inc. and/or branded under Willert's Enoz name (Case No. CGC-25-
24 624135, herein referred to as the "Complaint"). Plaintiff served his first set of special
25 interrogatories on May 2, 2025 and, on May 16, 2025, filed an application for a complex case
26 designation. Defendant filed its answer to the complaint on May 12, 2025. At an initial case
27 management conference held on August 15, 2025, Department 304 of the Court designated the
28 matter as complex. Further, the Court stayed all discovery pending a ruling on Defendant's

1 forthcoming motion for judgment on the pleadings. Defendant filed that motion on October 16,
2 2025. The discovery stay was lifted during a subsequent case management conference held on
3 November 20, 2025, and, on November 24, 2025, the Court issued an order overruling
4 Defendant's motion.

5 **1.8 No Admission**

6 Amazon denies all material, factual and legal allegations contained in the Notices and
7 Complaint and maintains that it has complied with all applicable laws as they pertain to the
8 distribution, offering for sale, or sale of the Products in California. Nothing in this Consent
9 Judgment shall be construed as an admission by Amazon of any fact, finding, conclusion, issue of
10 law, or violation of law; nor shall compliance with this Consent Judgment constitute or be
11 construed as an admission by Amazon of any fact, finding, conclusion, issue of law, or violation
12 of law, each having been expressly denied by Amazon. This Section 1.8 shall not, however,
13 diminish or otherwise affect the obligations, responsibilities, and duties under this Consent
14 Judgment.

15 **1.9 Jurisdiction**

16 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
17 jurisdiction over Defendant as to the allegations contained in the Notices and Complaint, that
18 venue is proper in the County of San Francisco and that the Court has jurisdiction to enter and
19 enforce the provisions of this Consent Judgment pursuant to law including Proposition 65 and
20 Code of Civil Procedure §664.6.

21 **1.10 Effective and Compliance Dates**

22 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this
23 Consent Judgment is approved by the Court. For purposes of this Consent Judgment, the term
24 "Compliance Date" shall mean ninety (90) calendar days after the Effective Date. For purposes of
25 this Consent Judgment, the term "Execution Date" shall mean the date of the last signature to this
26 Consent Judgment.

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1 **2. INJUNCTIVE RELIEF**

2 **2.1 Warning Standards on Products (Products Sold Online)**

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

5 (1) provide the Section 2.1(b) warning on the Product’s online product page on
6 its website by: (i) Defendant applying the Section 2.1(b) warning itself or (ii) Defendant instructing
7 vendors and third-party sellers of the Products to provide the Section 2.1(b) warning on each
8 Product’s online product page on Defendant’s website; or

9 (2) cease allowing the Products to be offered for sale in California on its
10 website. Any Product delisted pursuant to this provision may be relisted for sale in California,
11 provided that the Product is brought into compliance with Sections 2.1(a)(1) and 2.1(b) prior to its
12 relisting.

13 (b) The warnings required by Section 2.1(a) shall be provided in a conspicuous and
14 prominent manner such that they will be likely to be read or seen by the consumer prior to or at the
15 time of the sale. The warning shall consist of the following language:

16 **For Products containing Naphthalene:**

17 **⚠ WARNING:** This product can expose you to naphthalene, which is known to
18 the State of California to cause cancer. For more information go
to www.P65Warnings.ca.gov.

19 **For Products containing P-dichlorobenzene:**

20 **⚠ WARNING:** This product can expose you to p-dichlorobenzene, which is
21 known to the State of California to cause cancer. For more
information go to www.P65Warnings.ca.gov.


22 **For Products containing both Naphthalene and P-dichlorobenzene:**

23 **⚠ WARNING:** This product can expose you to naphthalene, p-dichlorobenzene,
24 which is known to the State of California to cause cancer. For
more information go to www.P65Warnings.ca.gov.

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

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For Products containing Naphthalene:

 **WARNING:** Cancer risk from exposure to naphthalene. See www.P65Warnings.ca.gov

For Products containing P-dichlorobenzene:

 **WARNING:** Cancer risk from exposure to p-dichlorobenzene. See www.P65Warnings.ca.gov

For Products containing both Naphthalene and P-dichlorobenzene:

 **WARNING:** Cancer risk from exposure to naphthalene, p-dichlorobenzene. See www.P65Warnings.ca.gov.

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

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

(e) The Parties agree that placement of the Section 2.1(b) 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 Products.

2.2 Products in the Stream of Commerce

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

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

2 Plaintiff shall have the exclusive right to enforce the provisions of this Consent Judgment.
3 Plaintiff represents and warrants neither he nor his agents or attorneys have assigned or otherwise
4 transferred, or attempted to assign, or transfer, any claim or claims against Amazon based on the
5 Notices, Complaint or otherwise related to the subject matter of this Consent Judgment. Plaintiff
6 further warrants that neither he nor his agents or attorneys are aware of any other potential private
7 enforcer or attorney who intends to bring litigation based on the subject matter of the Consent
8 Judgment. To the extent Plaintiff, his agents, or his attorneys identify any Product for sale on
9 amazon.com to consumers in California, which they believe is not in compliance with this
10 Consent Judgment, Plaintiff agrees to advise Amazon of such alleged breach in the manner set
11 forth in Section 8, and provide Amazon with 45 calendar days (calculated from the date written
12 notice is provided electronically) to cure any alleged violation, including by providing a
13 Proposition 65 warning or taking action to ensure that the product is not sold to any purchaser with
14 a shipping address in California. Such notice to Amazon shall contain information sufficient for
15 Amazon to identify the product(s) and the product's seller, which shall include the Amazon
16 Standard Identification Number (ASIN), the name of the product, a screenshot of the product's
17 online listing, and at least a summary explanation as to why Plaintiff believes it is a Product, or a
18 product similar in nature thereto, and not in compliance. If the alleged non-compliance is cured
19 within the 45 calendar days, then Amazon shall: (i) not be deemed in breach or violation of
20 Proposition 65 based on the Notices, Complaint or this Consent Judgment in any respect; (ii)
21 Plaintiff shall take no further action to enforce Proposition 65 based on the Notices, Complaint or
22 this Consent Judgment; (iii) Plaintiff shall not be entitled to seek or recover any civil penalties;
23 (iv) Plaintiff and his counsel shall not be entitled to seek or recover any attorneys' fees or costs, or
24 any other available remedies arising from or relating to the alleged failure to comply with
25 Proposition 65 or the terms of this Consent Judgment; and (v) the matter shall be deemed to be
26 resolved by and between Amazon and Plaintiff as to such products.
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1 **3. MONETARY SETTLEMENT TERMS**

2 **3.1 Civil Penalty Payments**

3 Pursuant to Health & Safety Code §25249.7(b), and in settlement of all claims alleged in
4 the Notices, Willert Home Products, Inc., on behalf of Amazon, shall pay a total of \$104,000 in
5 civil fines. The penalty payment shall be allocated according to Health and Safety Code
6 §25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California Office of
7 Environmental Health Hazard Assessment (OEHHA) and the remaining 25% of the penalty paid
8 to Plaintiff in settlement of all alleged violations and claims referred to in the pertinent Notices,
9 Complaint and this Consent Judgment. Within ten (10) calendar days of the Effective Date and
10 Willert Home Products, Inc.'s receipt of current W-9 for Plaintiff and OEHHA, whichever date is
11 later, Willert Home Products, Inc., on behalf of Defendant, agrees to pay the penalty amount by
12 electronic transfer, as set forth in Section 3.3 below, or by two checks, one made payable to
13 "OEHHA" for \$78,000, and one made payable to "Jay Epps" For \$26,000. Plaintiff's counsel
14 shall be responsible for remitting the funds to OEHHA and Epps. The assessment of fines is
15 based upon, among other statutory factors, the number of Products sold and shipped to consumers
16 in California during the relevant period as disclosed to Plaintiff by Defendant.

17 **3.2 Reimbursement of Attorneys' Fees and Costs**

18 The Parties acknowledge that Epps and his counsel offered to resolve this dispute without
19 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue
20 to be resolved after the material terms of the agreement had been settled. The Parties then
21 negotiated a resolution of the compensation due to Epps's counsel under general contract
22 principles, Proposition 65 implementing regulation for fee awards at 11 California Code of
23 Regulations §3201 and/or the private attorney general doctrine codified at California Code of Civil
24 Procedure §1021.5. The reimbursement shall cover all fees and costs incurred by Epps
25 investigating, bringing this matter to the Defendant's attention and negotiating a settlement for the
26 claims alleged in the Notices in furtherance of the public interest for the Products. For all work
27 performed in connection with the claims alleged in the Notices through the mutual execution of
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1 this agreement and any further efforts to conclude this consolidated action, such as seeking court
2 approval, Willert Home Products, Inc., on behalf of Defendant, shall pay Epps' counsel \$221,000.

3 Within ten (10) calendar days of the Effective Date and Willert Home Products, Inc.'s
4 receipt of a current W-9 form for Chanler LLC, whichever date is later, Willert Home Products,
5 Inc., on behalf of Defendant, shall make a payment in the amount of \$221,000 by electronic
6 transfer, as set forth in Section 3.3 below, or by check made payable to "Chanler LLC."

7 **3.3 Form of Settlement Proceeds**

8 For the settlement payments noted above in Sections 3.1 and 3.2 for civil penalties and
9 attorneys' fees and costs, Willert Home Products, Inc., on behalf of Defendant, may, in addition to
10 the option of payment by checks, transmit the proceeds by wire transfer to "Chanler LLC, IOLTA
11 Account," in accordance with the wire instructions to be provided by Plaintiff or his counsel
12 within ten (10) calendar days of the Effective Date.

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

14 Chanler, LLC
15 Attn: Proposition 65 Controller
16 72 Huckleberry Hill Road
17 New Canaan, CT 06840

18 **4. CLAIMS COVERED AND RELEASED**

19 **4.1 Public Release**

20 This Consent Judgment is a full, final, and binding resolution between Plaintiff, acting on
21 behalf of the public and on behalf of himself and each of his past, current, and future agents,
22 representatives, attorneys, successors, and/or assignees, and Defendant and its past, current, and
23 future direct and indirect subsidiaries, affiliates, affiliated entities under common ownership,
24 predecessors, successors, assignees, directors, officers, managers, shareholders, members,
25 employees, agents, assignees, beneficiaries, representatives, insurers, and attorneys (collectively,
26 the "Releasees") of, from, and with regard to any and all alleged or actual violations of Proposition
27 65 for a failure to warn about exposures to naphthalene and *p*-DCB from the Products that were
28 packaged, imported, supplied, distributed, sold, or offered for sale on Defendant's website to
customers in California prior to the Compliance Date. Compliance with the terms of this Consent

1 Judgment constitutes compliance with Proposition 65 by the Releasees with respect to the alleged
2 or actual failure to warn about exposures to naphthalene and *p*-DCB from the Products.

3 **4.2 Plaintiff's Individual Release of Proposition 65 Claims relating to the Notices,**
4 **Complaint, and/or Action**

5 In further consideration of the promises and agreements herein contained, Plaintiff, on
6 behalf of himself and each of his past and current agents, representatives, attorneys, successors,
7 and/or assignees, but not on behalf of the public, hereby releases, and waives all rights to institute
8 or participate in, directly or indirectly, any form of legal action against Releasees, as well as
9 against any vendors or third-party sellers of the Products (the "Other Releasees"), as it pertains to,
10 any claims that he may have against Releasees or Other Releasees, including, without limitation,
11 all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines,
12 penalties, losses, or expenses, including, without limitation, investigation fees, expert fees, and
13 attorneys' fees with respect to any alleged violations of Proposition 65 for unwarned exposures to
14 naphthalene and *p*-DCB from the Products manufactured, sold, or distributed for sale prior to the
15 Compliance Date. While the release in Section 4.1 does not apply to any vendors or third-party
16 sellers of the Products, the release in this Section 4.2 does apply to vendors or third-party sellers of
17 the Products as Other Releasees. The releases in this Section 4.2 are provided in Plaintiff's
18 individual capacity and are not releases on behalf of the public.

19 **4.3 The Parties' Individual Release of Unknown Claims Related to Naphthalene**
20 **and P-DCB in the Products**

21 It is possible that other claims not known to the Parties related to the Products will hereafter
22 be discovered or developed. Plaintiff, on behalf of himself only, and Amazon acknowledge that
23 this Consent Judgment is expressly intended to cover and include all such claims as to the
24 Products through and including the Compliance Date, including all rights of action therefor. The
25 Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims,
26 and nevertheless Plaintiff in particular intends to release such claims against Amazon, Releasees,
27 and Other Releasees, with respect to the Products, and in doing so waives California Civil Code §
28 1542, which reads as follows:

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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.

Plaintiff and Amazon each acknowledge and understand the significance and consequences of this specific waiver under California Civil Code, § 1542, which are that, even if Plaintiff suffers future damages arising out of, resulting from, or related directly or indirectly to, in whole or in part, the Product, including but not limited to any exposure to, or failure to warn with respect to exposure to, the Product, Plaintiff will not be able to make any claim for those damages against Amazon or any of the Releasees or Other Releasees

4.4 Release of Plaintiff

Defendant, on its own behalf and on behalf of its past, current, and future agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Plaintiff 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 Plaintiff and his attorneys and other representatives in the course of enforcing the claims in this consolidated matter or with respect to the Products, Notices or Complaint.

4.5 Representations

Plaintiff’s counsel agrees that as of the Effective Date of this Agreement, they are not aware of, and have not been informed of, any other person, potential claimant, plaintiff, or attorney who, to their knowledge, intends to bring the same or similar claims against the Releasees or Other Releasees, as defined above, that Plaintiff has asserted in the Notices or Complaint concerning the Product. Plaintiff’s counsel agrees that, as of the Execution Date of this Agreement, they have identified to Defendant by ASIN all instances of the Product of which they are aware that contain naphthalene and *p*-DCB and that are offered for sale on amazon.com to consumers in California.

1 **5. COURT APPROVAL**

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

6 Plaintiff and Defendant agree to support the entry of this agreement as a judgment, and to
7 obtain the Court’s approval of their settlement in an expedited manner as allowed by law. The
8 Parties acknowledge that, pursuant to California Health & Safety Code §25249.7(f)(4), a noticed
9 motion is required for judicial approval of this Consent Judgment, which Plaintiff shall primarily
10 draft and file. In furtherance of obtaining such approval, the Parties agree to mutually employ
11 their reasonable best efforts, and those of their counsel, to support the entry of this agreement as a
12 judgment. For purposes of this section, “best efforts” shall include, at a minimum, supporting the
13 motion for approval, assisting in drafting the motion as needed and jointly requesting the Court to
14 have the motion heard on regular motion notice as allowed.

15 **6. SEVERABILITY**

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

19 **7. GOVERNING LAW**

20 The terms of this Consent Judgment shall be governed by the laws of the State of California
21 and apply within the State of California. In the event that Proposition 65 is repealed, preempted,
22 or is otherwise amended or rendered inapplicable by reason of law generally, or as to any of the
23 Products or any of the alleged violations set forth in any of the Notices or Complaint, then
24 Defendant may seek modification of this Consent Judgment pursuant to Section 12 below.
25 Nothing in this Consent Judgment shall be interpreted to relieve Defendant from its obligation to
26 comply with any other applicable state or federal law or regulation.

27 The Parties agree that if OEHHA changes any of its applicable regulations, including its
28 warning regulations, then Amazon may either conform with the revised regulations or continue to

1 conform with the terms provided in this Consent Judgment if the new implementing regulations so
2 allow.

3 **8. NOTICE**

4 Unless specified herein, all correspondence and notice required or permitted by this
5 Consent Judgment shall be in writing and sent by: (a) personal delivery; (b) U.S. First-Class Mail,
6 registered or certified mail, return receipt requested; or (c) a recognized overnight courier to any
7 Party by the other Party at the following addresses. In addition to (a), (b) or (c) above, any notice
8 required or permitted by this Consent Judgment shall also be provided via electronic mail if an
9 email address is provided for the recipient below:

10	To Defendant:	To Plaintiff:
11	Gregory L. Doll, Esq.	Attn: Proposition 65 Coordinator
12	Doll Amir & Eley LLP	Chanler, LLC
13	515 S. Flower St., Suite 1812	72 Huckleberry Hill Road
	Los Angeles, CA 90071	New Canaan, CT 06840
	gdoll@dollamir.com	clifford@chanlerllc.com

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

16 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

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

20 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

23 **11. ENTIRE AGREEMENT**

24 This Consent Judgment contains the sole and entire agreement and understanding of the
25 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
26 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
27 and therein. There are no warranties, representations, or other agreements between the Parties or
28 any of their counsel except as expressly set forth herein. No representations, oral or otherwise,

1 express or implied, other than those specifically contained or referred to in this Consent Judgment
2 have been made by any Party hereto or any of their counsel. No other agreements not specifically
3 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
4 Parties hereto or any of their counsel.

5 **12. MODIFICATION**

6 This Consent Judgment may be modified only by: (a) a written agreement of the Parties
7 and the entry of a modified Consent Judgment by the Court thereon; or (b) upon a successful
8 motion of any party and the entry of a modified Consent Judgment by the Court thereon. Any
9 Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with
10 the other party for thirty (30) calendar days prior to filing a motion to modify the Consent
11 Judgment.

12 **13. AUTHORIZATION**

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

17 **AGREED TO:**

AGREED TO:

19 Date: April 9, 2026

Date: April 21, 2026

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21 By: _____

Signed by:

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By: _____

22 JAY EPPS

Name: Alexis Collins

Title: Authorized Representative

AMAZON.COM, INC.

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APPROVED AS TO FORM:

Date: April 9, 2026

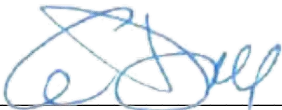


By: _____

CLIFFORD A. CHANLER
Counsel for Plaintiff

APPROVED AS TO FORM:

Date: April 14, 2026



By: _____

GREGORY L. DOLL
Counsel for Defendant

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____, 2026

Judge of the Superior Court of the State of California