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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.  
WALMART INC.  
Defendant.

Lead Consolidated Case No. CGC-25-625801  
(Toluene in Furniture Polish 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”) and  
4 Defendant Walmart Inc. (“Walmart” or “Defendant”), with Plaintiff and Walmart each referred to  
5 individually as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

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

10 **1.3 Defendant**

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

14 **1.4 General Allegations**

15 Plaintiff alleges that Defendant sells online, imports and/or distributes for sale in California  
16 clear and colored furniture wax manufactured by Briwax International Inc., containing toluene.  
17 Plaintiff further alleges it did so without providing a clear and reasonable warning for the risk of  
18 developmental toxicity as required by Proposition 65. Toluene is listed pursuant to Proposition 65  
19 as a chemical known to the State of California to cause reproductive harm. Plaintiff alleges that  
20 the clear and colored furniture wax products manufactured by Briwax International Inc. contain as  
21 much as ninety percent (90%) of toluene according to the manufacturer’s safety data sheet.

22 **1.5 Product Description**

23 The products covered by this Consent Judgment include clear and colored furniture wax  
24 manufactured by Briwax International Inc., containing toluene, that are offered for sale on  
25 Walmart.com for delivery to a California address (“Products”).

26 **1.6 Notice of Violation**

27 On February 28, 2025, Plaintiff served Walmart and certain requisite public enforcement  
28 agencies with a 60-Day Notice of Violation (Attorney General Notice Number 2025-00671),

1 alleging that Walmart violated Proposition 65 when it did not warn consumers in California that  
2 certain clear and colored furniture wax made by Briwax expose users to toluene (“Notice”). To  
3 the best of the Parties’ knowledge, no public enforcer commenced an action nor prosecuted the  
4 allegations set forth in the Notice.

5 **1.7 Complaint**

6 On May 29, 2025, Plaintiff filed a complaint in the Superior Court in and for the County of  
7 San Francisco against Walmart, alleging violations of California Health & Safety Code §25249.6,  
8 based on exposures to toluene contained in certain clear and colored furniture wax, manufactured  
9 by Briwax (Case No. CGC-25-625804, herein referred to as the “Complaint”). On June 4, 2025,  
10 Plaintiff filed a notice of related case and an application for a complex case designation. On  
11 August 15, 2025, Department 304 of the Court designated the matter as complex, consolidated it  
12 with *Epps v. Amazon.com, Inc.*, Case No. CGC-25-625801, as well as other actions.

13 **1.8 No Admission**

14 Walmart denies all material, factual and legal allegations contained in the Notice and  
15 Complaint and maintains that it has complied with all laws applicable to such allegations.  
16 Nothing in this Consent Judgment shall be construed as an admission by Walmart of any fact,  
17 finding, conclusion, issue of law, or violation of law; nor shall compliance with this Consent  
18 Judgment constitute or be construed as an admission by Walmart of any fact, finding, conclusion,  
19 issue of law, or violation of law, each having been expressly denied by Walmart.

20 This Consent Judgment is the product of negotiation and compromise and is accepted by  
21 Walmart solely for purposes of settling, compromising, and resolving issues disputed in the Notice  
22 and Complaint. Nothing in this Consent Judgment shall be construed to modify, reduce, alter or  
23 limit any obligations or responsibilities, whether contractual, legal, equitable, or otherwise, owed  
24 to Walmart by any shareholder, retailer, Walmart.com marketplace seller, member, vendor,  
25 supplier, or other third-party, as to the Products, regardless of whether upstream or downstream  
26 from Walmart, and nothing herein shall be deemed to waive, diminish, or otherwise limit any  
27 corresponding rights of Walmart.

1 This Section 1.8 shall not, however, diminish or otherwise affect the obligations,  
2 responsibilities, and duties under this Consent Judgment.

3 **1.9 Jurisdiction**

4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
5 jurisdiction over Defendant as to the allegations contained in the Notice and Complaint, that venue  
6 is proper in the County of San Francisco and that the Court has jurisdiction to enter and enforce  
7 the provisions of this Consent Judgment pursuant to law including Proposition 65 and Code of  
8 Civil Procedure § 664.6.

9 **1.10 Effective and Compliance Dates**

10 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date the  
11 Court or Plaintiff serves Walmart with notice of entry of this Consent Judgment, whichever occurs  
12 sooner. For purposes of this Consent Judgment, the term “Compliance Date” shall mean 30  
13 calendar days after the Effective Date.

14 **2. INJUNCTIVE RELIEF: WARNINGS**

15 **2.1 Injunctive Relief**

16 The injunctive relief terms in Section 2 only apply to Products sold directly on  
17 Walmart.com to consumers located in California. Products sold on Walmart.com and shipped to  
18 any address or location outside of California are not subject to the terms of this Consent Judgment.

19 Pursuant to the terms set forth below in Sections 2.2 and 2.3, with respect to Products sold  
20 in California that do not have a clear and reasonable Proposition 65 warning on Walmart.com by  
21 the Compliance Date, Walmart, at its option, agrees to either: (1) require its suppliers and vendors  
22 of Products sold on Walmart.com (and shipped to a California address), as well as marketplace  
23 retailers selling Products on Walmart.com (and shipping the same to a California address), to  
24 provide a clear and reasonable Proposition 65 warning for the Products, as set forth in Section 2.2,  
25 or Walmart will otherwise provide such a clear and reasonable warning for Products sold on  
26 Walmart.com and shipped to a California address, as set forth in Section 2.2, or (2) prohibit the  
27 shipment of Products purchased via Walmart.com to California addresses, as set forth in Section  
28 2.3.

1 In accordance with Cal. Code Regs., tit. 27, § 25602, subd. (b), each warning placed in  
2 compliance with this Section 2 shall be displayed using one of the following methods: (1)  
3 prominently displayed on the product display page; (2) on a clearly marked hyperlink using the  
4 word “WARNING,” “CA WARNING,” or “CALIFORNIA WARNING” on the product display  
5 page that links to the warning; or (3) otherwise prominently displaying the warning on the product  
6 display page provided to the purchaser with a California delivery address prior to completing the  
7 purchase.

8 The Parties understand and agree that some Products may appear on Walmart.com that  
9 display no clear and reasonable Proposition 65 warning but are not able to be shipped to California  
10 addresses (so sales cannot be completed) and that this complies with subsection 2.1(2) above.

## 11 **2.2 Clear and Reasonable Website Warnings**

12 On or before the Compliance Date, with regard to Products sold on Walmart.com for which  
13 a clear and reasonable Proposition 65 warning does not appear on Walmart.com, Walmart shall  
14 require third party sellers offering Products for sale on Walmart.com (and shipping the same to a  
15 California address) to provide a clear and reasonable Proposition 65 warning for the Products, as  
16 set forth in Section 2.2(a) or 2.2(b), or Walmart will otherwise provide such clear and reasonable  
17 Proposition 65 warning for the Products. Pursuant to Cal. Code Regs., tit. 27, § 25602, subd. (b),  
18 each warning placed in compliance with this Section 2.2 shall be displayed using one of the  
19 following methods: (1) prominently displayed on the product display page; (2) on a clearly marked  
20 hyperlink using the word “WARNING,” “CA WARNING,” or “CALIFORNIA WARNING” on  
21 the product display page that links to the warning; or (3) otherwise prominently displaying the  
22 warning provided to the purchaser in California prior to completing the purchase. Warnings under  
23 this Section 2.2 shall also be displayed in a manner consistent with Cal. Code Regs., tit. 27, §§  
24 25601 and 25602, as appropriate for the specific type of warning.

25 **(a) Warning.** The warning shall consist of the following:

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

1                   **(b) Short-Form Warning.** As an alternative to the warning in Section 2.2(a) a  
2 short-form warning may be displayed as set forth below (Short-Form Warning):


3                                   **1. Products Manufactured and Labeled Prior to January 1, 2028:**

4                   For Products manufactured and labeled *prior* to January 1, 2028, a short-form warning that  
5 consists of the following:

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

7  
8                                   **2. Products Manufactured and Labeled After January 1, 2028:**

9                   For Products manufactured and labeled *after* January 1, 2028, a short-form warning that  
10 consists of the following:

11                                   ** WARNING:**       Risk of reproductive harm from exposure to toluene. See  
12 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

13                   In lieu of the signal word “**WARNING**,” the warning language in Section 2.2 may also use  
14 the signal word “**CA WARNING**” or “**CALIFORNIA WARNING**” in bold and all caps.

15                                   **2.3 Option to Delist**

16                   On or before the Compliance Date, Defendant may, at its option, comply with the  
17 injunctive commitments set forth in Sections 2.1 and 2.2 above by unpublishing a Product from  
18 sale on Walmart.com or prohibiting such Product sold on Walmart.com from being shipped to an  
19 address in California if the Product does not contain a clear and reasonable Proposition 65 warning  
20 pursuant to Section 2.2. If it does so, the previously unpublished Product may be reinstated for sale  
21 or for delivery to California customers if it complies with Section 2.2 prior to the date of such re-  
22 listing.

23                                   **2.4 Foreign Language Requirement**

24                   Defendant shall comply with the foreign language requirements set forth in Cal. Code Regs.  
25 tit. 27, § 25602, subd. (d), as applicable.

26                                   **2.5 Products in the Stream of Commerce**

27                   Any Products sold prior to the Compliance Date shall not be subject to the injunctive relief  
28 requirements in Section 2.

## 2.6 Right to Cure (No Assignment or Transfer of Claims)

Plaintiff shall have the exclusive right to enforce the provisions of this Consent Judgment. Plaintiff represents and warrants neither he nor his agents or attorneys have assigned or otherwise transferred, or attempted to assign, or transfer, any claim or claims against Walmart to a third-party. Plaintiff further warrants that neither he nor his agents or attorneys are aware of any other potential private enforcer or attorney who intends to bring litigation based on the subject matter of the Consent Judgment. To the extent Plaintiff, his agents, or his attorneys identify any Product for sale on Walmart.com to consumers in California in the future which they believe is not in compliance with this Consent Judgment, Plaintiff agrees to advise Walmart of such alleged breach in the manner set forth in Section 8, and provide Walmart with forty-five (45) calendar days (calculated from the date written notice is provided electronically) to cure any alleged violation (pursuant to the applicable options set forth in Sections 2.1 and 2.2) (the "Notice to Cure").<sup>1</sup> Such Notice to Cure to Walmart shall contain information sufficient for Walmart to identify the Product and the seller or supplier, including the UPC (Universal Product Code) Number (to the extent available), the Walmart Identification Number (also known as "Walmart Catalog Item ID"), the name of the Product, a photograph of the Product, a screenshot of the online listing (also known as the product display page), the Product's URL (Uniform Resource Locator), and a summary explanation as to why Plaintiff believes it is a Product, or a product similar in nature thereto, and not in compliance.

Epps reserves the right to seek additional civil penalties, reimbursement of reasonable attorney's fees and costs, and any other available remedies arising from or related to Notices to Cure associated with Products covered by the Consent Judgment. However, Epps shall not be entitled to seek or recover any civil penalties, and Epps and his counsel shall not be entitled to recovery or reimbursement of attorney's fees and/or costs, or any other available remedies arising from or related to Notices to Cure associated with Products covered by the Consent Judgment or the alleged breach or violation of the Consent Judgment, provided Walmart timely remedies the

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<sup>1</sup> For purposes of the right to cure, the "Compliance Date" references in Section 2 shall be disregarded, as the timing to cure is forty-five (45) calendar days, as set forth in Section 2.6.

1 alleged noncompliance within forty-five (45) calendar days of receiving the Notice to Cure, as  
2 discussed herein. If Walmart cures the alleged non-compliance within forty-five (45) calendar days  
3 of receiving the Notice to Cure, Walmart shall not be deemed in breach or violation of this Consent  
4 Judgment in any respect, and Walmart shall not be liable (whether for civil penalties, attorneys'  
5 fees or costs, injunctive relief, or any other form of renumeration or relief) for sales of such  
6 Products referenced in the Notice to Cure occurring prior to the expiration of the forty-five (45)  
7 calendar day cure period.

8 **3. MONETARY SETTLEMENT TERMS**

9 **3.1 Civil Penalty Payments**

10 Pursuant to Health & Safety Code §25249.7(b), and in settlement of all claims alleged in  
11 the Notice and Complaint, Defendant agrees to pay a total of twenty-five-thousand-dollars  
12 (\$25,000.00) in civil fines. The civil penalty payment shall be allocated according to Health and  
13 Safety Code §25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California  
14 Office of Environmental Health Hazard Assessment (OEHHA) and the remaining 25% of the  
15 penalty paid to Plaintiff in settlement of all alleged violations and claims referred to in the  
16 pertinent Notice, Complaint and this Consent Judgment. For non-electronic payments, the  
17 Defendant shall provide two checks made payable to: (a) "OEHHA" in the amount of \$18,750.00;  
18 and (b) "Jay Epps" in the amount of \$6,250.00. Plaintiff's counsel shall be responsible for  
19 remitting Defendant's penalty payment(s) under this Consent Judgment to OEHHA.

20 Within thirty (30) calendar days of the Effective Date and Defendant's receipt of current  
21 W-9s form Plaintiff and OEHHA, whichever date is later, Defendant agrees to pay the penalty  
22 amount by electronic transfer, as set forth in Section 3.3 below, or by checks made payable to  
23 "OEHHA" and "Jay Epps." The assessment of fines is based upon, among other statutory factors,  
24 the number of Products sold and shipped to consumers in California during the relevant period as  
25 disclosed to Plaintiff by Defendant.

26 **3.2 Reimbursement of Attorneys' Fees and Costs**

27 The Parties acknowledge that Epps and his counsel offered to resolve this dispute without  
28 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue

1 to be resolved after the material terms of the agreement had been settled. Shortly after the other  
2 settlement terms had been finalized, Defendant expressed a desire to resolve Epps' fees and costs.  
3 The Parties then negotiated a resolution of the compensation due to Epps' counsel under general  
4 contract principles, Proposition 65 implementing regulation for fee awards at 11 California Code  
5 of Regulations §3201 and/or the private attorney general doctrine codified at California Code of  
6 Civil Procedure §1021.5. The reimbursement shall cover all fees and costs incurred by Epps  
7 investigating, bringing this matter to the Defendant's attention and negotiating a settlement for the  
8 claims alleged in the Notice in furtherance of the public interest for the Products. For all work  
9 performed in connection with the claims alleged in the Notice and Complaint through the mutual  
10 execution of this agreement and any further efforts to conclude this consolidated action, such as  
11 seeking court approval, Defendant shall reimburse Epps' counsel one-hundred-and-five-thousand  
12 dollars (\$105,000.00).

13           Within thirty (30) calendar days of the Effective Date and Defendant's receipt of a current  
14 W-9 form Chanler LLC, whichever date is later, Defendant agrees to pay the amount of fees and  
15 costs by electronic transfer, as set forth in Section 3.3 below, or by check made payable to  
16 "Chanler LLC."

17           **3.3 Form of Settlement Proceeds**

18           For the settlement payments noted above in Sections 3.1 and 3.2 for civil penalties and  
19 attorneys' fees and costs, Defendant may, in addition to the option of payment by checks, transmit  
20 the proceeds by wire transfer to "Chanler LLC, IOLTA Account," in accordance with the wire  
21 instructions to be provided by Plaintiff or his counsel within ten (10) calendar days of the  
22 Effective Date.

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

24                   Chanler, LLC  
25                   Attn: Proposition 65 Controller  
26                   72 Huckleberry Hill Road  
27                   New Canaan, CT 06840  
28

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 Public Release**

3 Plaintiff, acting on his own behalf and in the public interest, and on behalf of his past,  
4 current, and future agents, representatives, attorneys, successors, and assigns, hereby releases  
5 Walmart, Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Walmart Apollo, LLC, Wal-  
6 Mart.com, Inc., Wal-Mart.com USA, LLC, and each of their respective past, current, and future  
7 parents, direct and indirect subsidiaries, affiliates, affiliated entities under common ownership,  
8 predecessors, agents, directors, members, managers, officers, employees, representatives,  
9 shareholders, insurers, beneficiaries, attorneys, successors, assignees (collectively, "Releasees"),  
10 and each entity to whom any of the Releasees directly or indirectly distributed or sold the Products  
11 on Walmart.com to customers located in California with regard to any and all alleged violations  
12 arising under Proposition 65 for unwarned exposures to toluene from the Products that were  
13 packaged, imported, supplied, distributed, sold, or offered for sale on Defendant's website to  
14 customers in California prior to the Compliance Date.

15 Compliance with the terms of this Consent Judgment constitutes compliance with  
16 Proposition 65 by the Releasees with respect to the alleged or actual failure to warn about  
17 exposures to toluene from the Products offered for sale and sold on Walmart.com. This release  
18 does not apply to any vendors or third-party sellers of the Products.

19 **4.2 Plaintiff's Individual Release of Proposition 65 Claims relating to the Notice**  
20 **and Complaint**

21 In further consideration of the promises and agreements herein contained, Plaintiff, on  
22 behalf of himself and each of his past and current agents, representatives, attorneys, successors,  
23 and/or assignees, but not on behalf of the public, hereby releases, and waives all rights to institute  
24 or participate in, directly or indirectly, any form of legal action against Releasees, as well as  
25 against any vendors or third-party sellers of the Products (the "Other Releasees"), as it pertains to,  
26 any claims that he may have against Releasees or Other Releasees, whether known or unknown,  
27 suspected or unsuspected, including, without limitation, all actions and causes of action, suits,  
28 liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses, including,

1 without limitation, investigation fees, expert fees, and attorneys' fees with respect to any alleged  
2 violations of Proposition 65 for unwarned exposures to toluene from the Products manufactured,  
3 sold, offered for sale, or distributed for sale on Walmart.com to customers in California and at  
4 Walmart retail stores located in California prior to the Compliance Date. The release in Section  
5 4.1 does not apply to any vendors or third-party sellers of the Products, this release in this Section  
6 4.2 does apply to vendors or third-party sellers of the Products as Other Releasees. The releases in  
7 this Section 4.2 are provided in Plaintiff's individual capacity and are not releases on behalf of the  
8 public.

9 **4.3 The Parties' Individual Release of Unknown Claims Related to Toluene in the**  
10 **Products**

11 It is possible that other claims not known to the Parties related to the Products will hereafter  
12 be discovered or developed. Plaintiff, on behalf of himself only, and Walmart acknowledge that  
13 this Consent Judgment is expressly intended to cover and include all such claims as to the  
14 Products through and including the Compliance Date, including all rights of action therefor. The  
15 Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims,  
16 and nevertheless Plaintiff in particular intends to release such claims against Walmart, Releasees,  
17 and Other Releasees, with respect to the Products, and in doing so waives California Civil Code §  
18 1542, which reads as follows:

19  
20 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
21 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
22 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
23 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
24 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
25 **DEBTOR OR RELEASED PARTY.**

26 Plaintiff and Walmart each acknowledge and understand the significance and consequences  
27 of this specific waiver under California Civil Code, § 1542.

28 **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

1 Plaintiff and his attorneys and other representatives, for any and all actions taken or statements  
2 made (or those that could have been taken or made) by Plaintiff and his attorneys and other  
3 representatives in the course of enforcing the claims in this consolidated matter or with respect to  
4 the Products, Notice or Complaint.

5 **4.5 Representations**

6 Plaintiff's counsel agrees that as of the Effective Date of this Agreement, they are not  
7 aware of, and have not been informed of, any other person, potential claimant, plaintiff, or  
8 attorney who, to their knowledge, intends to bring the same or similar claims against the Releasees  
9 or Other Releasees, as defined above, that Plaintiff has asserted in the Notice and Complaint  
10 concerning the Products. Plaintiff's counsel agrees that, no later than the Effective Date of this  
11 Consent Judgment, they will have identified to Walmart all Products of which they are aware that  
12 contain toluene and that are offered for sale on Walmart.com to consumers in California.

13 **5. COURT APPROVAL**

14 This Consent Judgment shall be null and void and shall never be introduced into evidence  
15 or otherwise used in any proceeding for any purpose if, for any reason, it is not approved and  
16 entered by the Court within six months after it has been fully executed by all Parties.

17 The Parties acknowledge that, pursuant to California Health & Safety Code §  
18 25249.7(f)(4), a noticed motion is required for judicial approval of this Consent Judgment, which  
19 Plaintiff shall draft and file, and which Walmart shall not oppose.

20 **6. SEVERABILITY**

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

24 **7. GOVERNING LAW**

25 The terms of this Consent Judgment shall be governed by the laws of the State of California  
26 and apply within the State of California. In the event that Proposition 65 is repealed, preempted,  
27 or is otherwise amended or rendered inapplicable by reason of law generally, or as to any of the  
28 Products or any of the alleged violations set forth in any of the Notice or Complaint, then

1 Defendant may seek modification of this Consent Judgment pursuant to Section 12 below.  
2 Nothing in this Consent Judgment shall be interpreted to relieve Defendant from its obligation to  
3 comply with any other applicable state or federal law or regulation.

4 The Parties agree that if OEHHA changes any of its applicable regulations, including those  
5 relating to the online warning regulations, Defendant may either conform with the revised  
6 regulations or continue to conform with the terms provided in this Consent Judgment.

7 **8. NOTICE**

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

14 To Walmart:

15 Walmart Inc.  
16 c/o C T Corporation System  
17 330 North Brand Boulevard, Suite 700  
18 Glendale, CA 91203

19 With a Copy To:

20 Gregory Berlin, Esq.  
21 Samantha Burdick, Esq.  
22 Alston & Bird LLP  
23 350 South Grand Avenue, 51st Floor  
24 Los Angeles, CA 90071  
25 greg.berlin@alston.com  
26 sam.burdick@alston.com

To Plaintiff:

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

27 Any Party may, from time to time, specify in writing to the other Party a change of address  
28 to which all notices and other communications shall be sent. Such changes do not require  
modification of this Consent Judgment pursuant to Section 12.

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

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

5 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

8 **11. ENTIRE AGREEMENT**

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

18 **12. MODIFICATION**

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

25 **13. AUTHORIZATION**

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

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**AGREED TO:**

**AGREED TO:**

Date: March 18, 2026

Date: April 27, 2026

By: 

By: Megan Redmond

JAY EPPS

Name: Megan Redmond

Title: Lead In-House Counsel, Litigation

WALMART INC.

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**APPROVED AS TO FORM:**

Date: March 18, 2026



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

CLIFFORD A. CHANLER  
Counsel for Plaintiff

**APPROVED AS TO FORM:**

Date: April 28, 2026



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

GREGORY S. BERLIN  
Counsel for Defendant

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

Dated: \_\_\_\_\_, 2026

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