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Attorneys for Plaintiff
JAY EPPS

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

JAY EPPS,

Plaintiff,

v.

WALMART INC.,

Defendant.

Case No. CGC-25-622281

[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”), with Plaintiff and Walmart each referred to individually as a
5 “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 exposures
8 to toxic chemicals, and to improve human health by reducing or eliminating harmful substances
9 contained in consumer products.

10 **1.3 Defendant**

11 Walmart employs ten or more persons. Further, for the purposes of this litigation only,
12 Plaintiff alleges that Walmart 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 Walmart imports, distributes, sells, facilitates, and/or offers for sale
17 online: (i) artist paste paints containing lead (“Lead Paint”); (ii) Lead Came;¹ and (iii) artist paste
18 paints containing cadmium (“Cadmium Paint”), without providing the health hazard warnings
19 required by Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the
20 State of California to cause birth defects and other reproductive harm. Cadmium is listed pursuant
21 to Proposition 65 as a chemical known to the State of California to cause cancer and reproductive
22 harm (male reproductive and developmental).

23 **1.5 Product Description**

24 The products covered by this Consent Judgment include Lead Paint, Cadmium Paint, and
25 Lead Came that are offered for sale on Walmart.com to consumers in California and/or at Walmart
26

27 _____
28 ¹ “Came” for purposes of this Consent Judgment is a grooved strip made solely of metal that is
used to hold pieces of glass together in stained glass and leaded glass work.

1 retail stores located in California (collectively, the “Products”). Exemplars of the Products are
2 identified in the Notices of Violation referenced in Section 1.6.

3 Artist paste paints with the term “lead-free” or “cadmium-free” and came with the term “lead-
4 free” appearing on the product label or, for artist paste paints and came sold on Walmart.com, on
5 the product name, product short description, product long description, material, material name,
6 product type fields on Walmart.com, and/or an image of the product label on Walmart.com that
7 allows the purchaser to see the term “lead-free” or “cadmium-free” on the label prior to completing
8 the purchase, are not Products as defined in Section 1.5, because they are assumed to not contain
9 the chemicals lead and cadmium.

10 **1.6 Notices of Violation**

11 ***Lead Paint Notice.*** On August 30, 2024, Plaintiff alleges that he served Walmart and certain
12 requisite public enforcement agencies with a Notice of Violation (Attorney General Notice Number
13 2024-03673), alleging that Walmart violated Proposition 65 when it did not warn customers or
14 consumers in California that certain Lead Paint products expose users to lead (the “Lead Paint
15 Notice”). To the best of the Parties’ knowledge, no public enforcer commenced an action nor
16 otherwise is diligently prosecuting the allegations set forth in the Lead Paint Notice.

17 ***Lead Came Notice.*** On April 15, 2025, Plaintiff alleges that he served Walmart and certain
18 requisite public enforcement agencies with a Notice of Violation (Attorney General Notice Number
19 2025-01224), alleging that Walmart violated Proposition 65 when it did not warn customers or
20 consumers in California that certain Lead Came products expose users to lead (the “Lead Came
21 Notice”). To the best of the Parties’ knowledge, no public enforcer has commenced and is diligently
22 prosecuting the allegations set forth in the Lead Came Notice.

23 ***Cadmium Paint Notice.*** On June 5, 2025, Plaintiff alleges that he served Walmart and certain
24 requisite public enforcement agencies with a Notice of Violation (Attorney General Notice Number
25 2025-01796) alleging that Walmart violated Proposition 65 when it did not warn customers or
26 consumers in California that certain Cadmium Paint products expose users to cadmium. On June
27 28, 2025, Plaintiff alleges that he served Walmart and certain requisite public enforcement agencies
28 with two additional Notices of Violation (Attorney General Notice Numbers 2025-02109 and 2025-

02112) alleging that Walmart violated Proposition 65 when it did not warn customers or consumers in California that certain Cadmium Paint products expose users to cadmium. The June 5, 2025 and two June 28, 2025 Notices of Violation shall be referred to collectively as the “Cadmium Paint Notice.” To the best of the Parties’ knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Cadmium Paint Notice.

The Lead Paint Notice, Lead Came Notice, and Cadmium Paint Notice are collectively referred to herein as the “Notices.”

1.7 Complaint

On February 11, 2025, Plaintiff filed the Complaint in the instant action, naming Walmart as the only defendant for the alleged violations of Proposition 65 that are the subject of the Lead Paint Notice (Case No. CGC-25-622281, herein referred to as the “Complaint”). Defendant filed its answer on March 21, 2025.

As of the Effective Date (defined below), the Parties stipulate and agree that the Lead Paint Complaint shall be deemed amended *nunc pro tunc* by the Court to include all Products and all claims and allegations that are the subject of all the Notices and Complaint.

1.8 No Admission

Walmart denies all material, factual and legal allegations contained in the Notices and Complaint and maintains that it has complied with all laws applicable to such allegations. Nothing in this Consent Judgment shall be construed as an admission by Walmart of any fact, finding, conclusion, issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an admission by Walmart of any fact, finding, conclusion, issue of law, or violation of law, each having been expressly denied by Walmart. This Section 1.8 shall not, however, diminish or otherwise affect the obligations, responsibilities, and duties under this Consent Judgment.

1.9 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Walmart as to the allegations contained in the Complaint and Notices, that venue is proper in the County of San Francisco, and that the Court has jurisdiction to enter and enforce the

provisions of this Consent Judgment pursuant to law including Proposition 65 and Code of Civil Procedure, § 664.6.

1.10 Effective and Compliance Dates

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

2. INJUNCTIVE RELIEF

2.1 Injunctive Relief

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

Pursuant to the terms set forth below in Sections 2.2 and 2.3, with respect to Products sold in California that do not have a clear and reasonable Proposition 65 warning by the Compliance Date, Walmart, at its option, agrees to either: (1) only permit the sale of Reformulated Products, as defined and set forth in Section 2.2; (2) require its suppliers and vendors of Products sold in its California stores or on Walmart.com (and shipped to a California address), as well as marketplace retailers selling Products on Walmart.com (and shipping the same to a California address), to provide a clear and reasonable Proposition 65 warning for the Products, as set forth in Section 2.3 or 2.4 below, or Walmart will otherwise provide such a clear and reasonable warning for Products offered for sale in Walmart retail stores located in California or sold on Walmart.com and shipped to a California address, as set forth in Section 2.3 or 2.4 below;² or (3) cease selling the Products in California or prohibit the shipment of Products purchased via Walmart.com to California addresses. The Parties understand and agree that some Products may appear on Walmart.com that are not

² Subsection 2.1(2) is intended to only require warnings for Products that are not Reformulated Products as follows: (a) for Products sold in Walmart retail stores located in California, such Products shall have a warning pursuant to Section 2.4; and (b) for Products sold on Walmart.com and shipped to a California address, such Products shall have a warning pursuant to Section 2.3.

1 Reformulated Products and/or contain no clear and reasonable Proposition 65 warning but are not
2 able to be shipped to California addresses (so sales cannot be completed) and that this complies
3 with subsection 2.1(3) above.

4 **2.2 Reformulation Standards**

5 “Reformulated Lead Paint” is an artist paste paint that contains no detectable amounts of
6 lead when analyzed using any method utilized by any California or federal agency to determine
7 lead or heavy metal content in paint, with a detection limit of no more than 50 ppm.

8 “Reformulated Lead Came” is came that contains lead in concentrations that do not exceed
9 90 parts per million, equivalent to 0.009%, in any exterior parts analyzed pursuant to U.S.
10 Environmental Protection Agency (“EPA”) methodologies 3050B and 6010B, and (b) yields a
11 result of no more than 1.0 micrograms of lead when the exterior is sampled according to NIOSH
12 9100 protocol and analyzed according to EPA 6010B. In addition to the above tests, equivalent
13 methods may also be used if such methods are utilized by any California or federal agency to
14 determine lead content in a solid substance.

15 “Reformulated Cadmium Paint” is an artist paste paint that contains no detectable amounts
16 of cadmium when analyzed using any method utilized by any California or federal agency to
17 determine cadmium or heavy metal content in paint, with a detection limit of no more than 50 ppm.


18 Reformulated Lead Paint, Reformulated Lead Came, and Reformulated Cadmium Paint are
19 collectively referred to herein as “Reformulated Products.”

20 **2.3 Clear and Reasonable Website Warnings (Products Sold Online)**

21 On or before the Compliance Date, with regard to Products sold on Walmart.com for which
22 a clear and reasonable Proposition 65 warning does not appear on Walmart.com and the Product is
23 not a Reformulated Product as described in Section 2.2, Walmart shall require third party sellers
24 offering Products for sale on Walmart.com (and shipping the same to a California address) to
25 provide a clear and reasonable Proposition 65 warning for the Products, as set forth in Section
26 2.3(a) or 2.3(b), or Walmart will otherwise provide such clear and reasonable Proposition 65
27 warning for the Products. Pursuant to Cal. Code Regs., tit. 27, § 25602, subd. (b), each warning
28 placed in compliance with this Section 2.3 shall be displayed using one of the following methods:

(1) prominently displayed on the product display page; (2) on a clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) otherwise prominently displaying the warning provided to the purchaser in California prior to completing the purchase. Warnings under this Section 2.3 shall also be displayed in a manner consistent with Cal. Code Regs., tit. 27, §§ 25601 and 25602, as appropriate for the specific type of warning.

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


 **WARNING:** This product can expose you to chemicals including [lead / cadmium], which is 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.

The warning shall use the word “lead” in brackets only for Lead Paint and Lead Came, and the word “cadmium” in brackets only for Cadmium Paint.

(b) Short-Form Warning. As an alternative to the warning in Section 2.3(a), a short-form warning may be displayed as set forth below.

i. Products Manufactured and Labeled Prior to January 1, 2028

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


 **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov.

ii. Products Manufactured and Labeled After January 1, 2028

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

 **WARNING:** Risk of cancer and reproductive harm from exposure to [lead / cadmium]. See www.P65Warnings.ca.gov.

Or

 **WARNING:** Can expose you to [lead / cadmium], a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

1 The short-form warning in this Section 2.3(b)(ii) may also be used for Products
2 manufactured and labeled prior to January 1, 2028. The short-form warning shall use the word
3 “lead” in brackets only for Lead Paint and Lead Came, and the word “cadmium” in brackets only
4 for Cadmium Paint.

5
6 (c) **Signal Words.** For the warning and short-form warnings described in
7 Sections 2.3(a) and 2.3(b), the signal words “CA WARNING” or “CALIFORNIA WARNING”
8 may be used instead of the signal word “WARNING.”

9 **2.4 On-Product Warnings (Products Sold in California Stores)**

10 This Section 2.4 only applies to Products sold in Walmart’s retail stores located in California.
11 For all Products that are not Reformulated Products pursuant to Section 2.2 and which are determined
12 to be manufactured after the Compliance Date, the Warnings or Short-Form Warnings described in
13 Section 2.3(a) or (b), respectively, shall be affixed to or included on the Product label, Product
14 container/packaging (including, but not limited to, Product bins), shelving where the Products are
15 sold, or otherwise directly on each unit of the Product provided for sale through Walmart’s retail
16 stores located in California.³ For the purpose of this Consent Judgment, “Product label” means a
17 display of written, printed or graphic material that is printed on or affixed to a Product. The warnings
18 under this Section 2.4 shall be transmitted in a manner consistent with Cal. Code Regs., tit. 27, §§
19 25601, 25602.

20 **2.5 Option to Delist**

21 On or before the Compliance Date, Walmart may, at its option, comply with the injunctive
22 commitments set forth in Sections 2.2 and 2.3 by unpublishing a Product from Walmart.com or
23 prohibiting such Product sold on Walmart.com from being shipped to an address in California if
24 the Product is not reformulated pursuant to Section 2.2 or does not contain a clear and reasonable
25 Proposition 65 warning pursuant to Section 2.3. If Walmart does so, the previously unpublished

26 ³ Pursuant to 27 CCR § 25603, subd. (a)(1), where the Product label, Product container/packaging
27 (including, but not limited to, Product bins), or shelf tag is not printed using the color yellow, the
28 warning symbol consisting of an exclamation point in an equilateral triangle may be printed in
black and/or white.

Product (or Product that is prohibited from shipment to California) may be reinstated for sale online to California consumers if it complies with subsections 2.2 or 2.3 prior to the date of such republishing.

2.6 Foreign Language Requirement

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

2.7 Products in the Stream of Commerce

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

2.8 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 and/or at Walmart retail stores located 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 7, 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 through 2.5) (the "Notice to Cure").⁴ 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

⁴ For purposes of the right to cure, the "Compliance Date" references in Sections 2.1, 2.3, 2.4, and 2.5 shall be disregarded, as the timing to cure is forty-five (45) calendar days, as set forth in Section 2.7.

1 “Walmart Catalog Item ID”), the name of the Product, a photograph of the Product, a screenshot of
2 the online listing (also known as the product display page), the Product’s URL (Uniform Resource
3 Locator), and a summary explanation as to why Plaintiff believes it is a Product, or a product similar
4 in nature thereto, and not in compliance.

5 Epps reserves the right to seek additional civil penalties, reimbursement of reasonable
6 attorney’s fees and costs, and any other available remedies arising from or related to Notices to Cure
7 associated with Products covered by the Consent Judgment. However, Epps shall not be entitled to
8 seek or recover any civil penalties, and Epps and his counsel shall not be entitled to recovery or
9 reimbursement of attorney’s fees and/or costs, or any other available remedies arising from or
10 related to Notices to Cure associated with Products covered by the Consent Judgment or the alleged
11 breach or violation of the Consent Judgment, provided Walmart timely remedies the alleged non-
12 compliance within forty-five (45) calendar days of receiving the Notice to Cure, as discussed herein.
13 If Walmart cures the alleged non-compliance within forty-five (45) calendar days of receiving the
14 Notice to Cure, Walmart shall not be deemed in breach or violation of this Consent Judgment in any
15 respect, and Walmart shall not be liable (whether for civil penalties, attorneys’ fees or costs, or
16 injunctive relief) for sales of such Products referenced in the Notice to Cure occurring prior to the
17 expiration of the forty-five (45) calendar day cure period.

18 **3. MONETARY SETTLEMENT TERMS**

19 **3.1 Civil Penalty Payments**

20 Pursuant to California Health & Safety Code § 25249.7(b), and in settlement of all alleged
21 violations and claims referred to in the Notices and Complaint, Walmart agrees to pay twenty-three-
22 thousand-dollars (\$23,000) in civil penalties. Walmart’s civil penalty payment will be allocated
23 according to California Health & Safety Code, § 25249.12(c)(1) and (d), with seventy-five percent
24 (75%) of the penalty paid to the OEHHA, and the remaining twenty-five percent (25%) to Plaintiff.
25 Walmart shall issue its payment in two checks made payable to (a) “OEHHA” in the amount of
26 \$17,250; and (b) “Jay Epps” in the amount of \$5,750. Plaintiff’s counsel shall send the portions of
27 the penalties paid by Walmart to OEHHA and Plaintiff. Walmart acknowledged that it received the
28 requested W-9s as of September 30, 2025.

1 **3.2 Attorneys' Fees and Costs**

2 Walmart shall pay \$66,000 to Epps's counsel as reimbursement of investigation fees and
3 costs, attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter
4 to Walmart's attention, enforcing the alleged claims, negotiating a settlement in the public interest
5 and any further efforts to conclude this to be consolidated action, such as seeking court approval.

6 **3.3 Form of Settlement Proceeds**

7 Walmart shall deliver its payment of \$23,000 in civil penalties and \$66,000 in attorneys' fees
8 and costs to Plaintiff's counsel within thirty (30) calendar days of the Effective Date. On September
9 30, 2025, Plaintiff's counsel provided Walmart with a current W-9 from Plaintiff, Chanler, LLC,
10 and OEHHA. Any amounts due under subsections 3.1 and 3.2 of this Consent Judgment shall be
11 transmitted by checks.

12 All payments shall be delivered to the following address:

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

16 **4. CLAIMS COVERED AND RELEASED**

17 **4.1 Public Release**

18 Plaintiff, acting on his own behalf and in the public interest, and on behalf of his past,
19 current, and future agents, representatives, attorneys, successors, and assigns, hereby releases
20 Walmart, Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Walmart Appollo, LLC, Wal-
21 Mart.com, Inc., Wal-Mart.com USA, LLC, and each of their respective past, current, and future
22 parents, direct and indirect subsidiaries, affiliates, affiliated entities under common ownership,
23 predecessors, agents, directors, members, managers, officers, employees, representatives,
24 shareholders, insurers, beneficiaries, attorneys, successors, assignees (collectively, "Releasees"),
25 and each entity to whom any of the Releasees directly or indirectly distributed or sold the Products
26 on Walmart.com and/or at Walmart retail stores located in California with regard to any and all
27 alleged violations arising under Proposition 65 for unwarned exposures to lead from Lead Paint
28 and Lead Came and cadmium from Cadmium Paint manufactured, imported, distributed, sold, or

1 offered for sale on Walmart.com and/or at Walmart retail stores located in California prior to the
2 Compliance Date. Compliance with the terms of this Consent Judgment constitutes compliance
3 with Proposition 65 by Walmart (as well as the other Walmart-related entities referenced above)
4 with respect to exposures to lead in Lead Paint and Lead Came and cadmium in Cadmium Paint
5 for Products to be sold on Walmart.com and/or at Walmart retail stores located in California.

6 This release does not apply to any vendors or third party sellers of the Products.

7 **4.2 Plaintiff's Individual Release**

8 In further consideration of the promises and agreements herein contained, Plaintiff, on behalf
9 of himself and each of his past and current agents, representatives, attorneys, successors, and/or
10 assignees, but not on behalf of the public, hereby releases, and waives all rights to institute or
11 participate in, directly or indirectly, any form of legal action against Releasees, as well as against
12 any vendors or third party sellers of the Products on Walmart.com and each entity to whom any of
13 the Releasees directly or indirectly distributed or sold the Products on Walmart.com and/or at
14 Walmart retail stores located in California (the "Other Releasees"), as it pertains to, any claims that
15 he may have against each of them, whether known or unknown, suspected or unsuspected, including,
16 without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages,
17 costs, fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert
18 fees, and attorneys' fees arising out of alleged or actual exposures to lead from Lead Paint and Lead
19 Came and cadmium from Cadmium Paint manufactured, imported, distributed, sold, or offered for
20 sale prior to the Compliance Date on Walmart.com and/or at Walmart retail stores located in
21 California. For the avoidance of doubt, while the release in Section 4.1 does not apply to any vendors
22 or third party sellers of the Products, the release in this Section 4.2 does apply to vendors or third
23 party sellers of the Products as Other Releasees.

24 The releases in this Section 4.2 are provided in Plaintiff's individual capacity and are not
25 releases on behalf of the public.

26 **4.3 Release of Unknown Claims**

27 It is possible that other claims not known to the Parties related to the Products will hereafter
28 be discovered or developed. Plaintiff, on behalf of himself only, and Walmart acknowledge that this

1 Consent Judgment is expressly intended to cover and include all such claims as to the Products
2 through and including the Compliance Date, including all rights of action therefor. The Parties
3 acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims, and
4 nevertheless Plaintiff in particular intends to release such claims against Walmart, Releasees, and
5 Other Releasees, with respect to the Products, and in doing so waives California Civil Code § 1542,
6 which reads as follows:

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

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

15 **4.4 Walmart's Release of Plaintiff**

16 Walmart, on its own behalf and on behalf of its past and current agents, representatives,
17 attorneys, successors and assignees, hereby waives any and all claims against Plaintiff and his
18 attorneys and other representatives, for any and all actions taken or statements made by Plaintiff and
19 his attorneys and other representatives in the course of investigating the claims at issue in this matter,
20 seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

21 **4.5 Representations**

22 Plaintiff's counsel agrees that as of the Effective Date of this Agreement, they are not aware
23 of, and have not been informed of, any other person, potential claimant, plaintiff, or attorney who,
24 to their knowledge, intends to bring the same or similar claims against the Releasees or Other
25 Releasees, as defined above, that Plaintiff has asserted in the Notices and Complaint concerning the
26 Products. Plaintiff's counsel agrees that, no later than the Effective Date of this Agreement, they
27 will have identified to Walmart all Products of which they are aware that contain lead and/or
28 cadmium and that are offered for sale on Walmart.com to consumers in California and/or at Walmart
retail stores located in California.

1 **5. COURT APPROVAL**

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

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

8 **6. SEVERABILITY**

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

12 **7. GOVERNING LAW**

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

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

23 **8. NOTICE**

24 Unless specified herein, all correspondence and notice required or permitted by this Consent
25 Judgment shall be in writing and sent by: (a) personal delivery; (b) first-class registered or certified
26 mail, return receipt requested; or (c) a recognized overnight courier to any Party by the other at the
27 following addresses. In addition to (a), (b), or (c) above, any notice required or permitted by this
28

Consent Judgment shall also be provided via electronic mail if an email address is provided for the recipient below:

To Walmart:

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

With a Copy To:

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

To Plaintiff:

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

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

9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES

This Consent Judgment 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.

10. COMPLIANCE WITH REPORTING REQUIREMENTS

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

11. ENTIRE AGREEMENT

This Consent Judgment 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, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties or any of their counsel except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically contained or referred to in this Consent Judgment have been

made by any Party hereto or any of their counsel. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto or any of their counsel.

12. MODIFICATION

This Consent Judgment may be modified only by: (a) a written agreement of the Parties and the entry of a modified Consent Judgment by the Court thereon; or (b) upon 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. AUTHORIZATION


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

AGREED TO:

AGREED TO:

Date: November 20, 2025

Date: October ^{30.00}____, 2025

By: 
Jay Epps

By: Carl Frazier-Sparks

Name: Carl Frazier-Sparks

Title: Senior Lead In-House Counsel
WALMART INC.

1 **APPROVED AS TO FORM:**

2
3 Date: October 28, 2025

4 
5 By: _____
6 CLIFFORD A. CHANLER
7 Counsel for Plaintiff

8 **APPROVED AS TO FORM:**

9 Date: October 28, 2025

10 
11 By: _____
12 GREGORY BERLIN
13 ALSTON & BIRD LLP
14 Counsel for Defendant

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

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17 Dated: _____, 2025

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19 Judge of the Superior Court of the State of California
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