

## **1. INTRODUCTION**

### **1.1 The Parties**

This settlement agreement (“Agreement”) is entered into by and between plaintiff Susan Davia (“Davia”) and defendant Amazon.com, Inc. (“Amazon”), with Davia and Amazon each referred to as a “Party” and collectively referred to as the “Parties.”

### **1.2 Davia**

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

### **1.3 Amazon**

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

### **1.4 General Allegations**

Davia alleges that Amazon is responsible for the design, manufacture, distribution and/or sale, in the State of California, of SmilePunk branded brass key chain products that expose users to lead and lead compounds without first providing a “clear and reasonable warning” under Proposition 65. Pursuant to Proposition 65, lead is listed as a reproductive toxin and lead and lead compounds are listed as carcinogens. Lead and lead and lead compounds shall be referred to hereinafter as the “Listed Chemicals.”

### **1.5 Notice of Violation**

On November 24, 2025, Davia served Amazon and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of and exposure to lead and lead and lead compounds found in SmilePunk Brass Wallet & Key Chain Products sold in California (AG Notice 2025-04776) (“the “Notice”).

To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting a Proposition 65 enforcement action related to any Listed Chemical in the Covered Products, as identified in the Notice.

### **1.6 No Admission**

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

### **1.7 Consent to Jurisdiction**

For purposes of enforcement of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Amazon as to the terms of this Agreement and that venue is proper for enforcement of the terms of this Agreement in County of Marin.

## **2. DEFINITIONS**

**2.1** "Covered Product" and "Covered Products" shall mean all variations of SmilePunk distributed brass wallet & key chain products containing lead and lead compounds, including, but not limited to, SmilePunk 24in Retro Collectable Skull Golden Solid brass Fob Pants wallet Chain hooks Keychain Key Ring Punk, Model 14180221 and SmilePunk Retro Collectable Skull Golden Solid brass Fob Pants wallet Chain hooks Keychain Key Ring Punk, ASIN B01M6E377O.

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

**2.3** “California Customer” shall mean any customer with a ship to address in California.

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

**2.5** “Notice Date” shall mean forty-five (45) days after the date that Plaintiff gives written notice to Amazon that she has uploaded this Agreement to the Attorney General’s Office Proposition 65 website.

### **3. INJUNCTIVE-TYPE RELIEF**

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

#### **3.1 Covered Product Warnings**

**3.1.1** Amazon agrees that by the Effective Date, to the extent it ships or sells any Covered Products to a California Customer that are not “Lead Free,” then for each Covered Product, Amazon will either:

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

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

**3.1.2** The warnings required by this Section shall be provided in a conspicuous and prominent manner such that they will be likely to be read or seen by the consumer, both on the Covered Product online product display page on amazon.com and on the order checkout page, prior to or at the time of the sale or purchase. The Parties agree that placement of the warning set forth below, or a clearly marked hyperlink to such warning using the word "WARNING" on each Covered Product's online product display page on amazon.com and on the order checkout page prior to purchase of each Covered Product via amazon.com, shall constitute compliance by Amazon with Proposition 65 with respect to any Covered Products:

**⚠WARNING:** This product can expose you to chemicals, including lead and lead compounds 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](http://www.P65Warnings.ca.gov).

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

### **3.2 Alternative Safe Harbor Warning Language**

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

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

No later than twenty (20) calendar days after the Notice Date, Amazon shall notify in writing any third-party sellers that are selling or have sold any units of the Covered Products on amazon.com during the three years before the date this Agreement is fully executed of Section 2.2's guidance for the Covered Products to be "Lead Free," and of the requirement to provide an online Section 3.1.2 warning statement for each non-Lead Free Covered Product. Amazon shall provide copies of this correspondence to counsel for Plaintiff. Amazon shall not

be responsible or liable for failures of any vendors or third-party sellers of the Covered Products to fulfill their independent Proposition 65 obligations.

#### **4. MONETARY PAYMENTS**

##### **4.1 Civil Penalty**

As a condition of settlement of all the claims referred to in this Agreement, but effective only upon execution of the Agreement by all parties, Amazon shall pay a total of \$800 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Davia.

##### **4.2 Augmentation of Penalty Payments**

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

of such additional penalties, Davia shall be entitled to file a formal legal claim for the additional civil penalties pursuant to this Section.

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

The Parties acknowledge that Davia and her counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the Agreement had been settled. The Parties then attempted to (and did) reach an accord on the compensation due to Davia and her counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in this matter. Under these legal principles, Amazon shall pay Davia's counsel the amount of \$14,729.72 for fees and costs incurred investigating, litigating and enforcing this matter.

#### **4.4 Payment Procedures**

Within forty-five (45) calendar days after the date this Agreement is fully executed by the Parties and Davia's provision of W-9 forms for Davia and her counsel, whichever is later, Amazon, or its counsel shall deliver the settlement payments to Plaintiff's counsel as follows:

One (1) civil penalty check payable to "OEHHA" (EIN: 68-0284486) (memo line "Prop 65 Penalties, 2025-04776," if possible) in the amount of \$600 and one (1) civil penalty check payable to "Susan Davia" (Tax ID to be supplied) (memo line "Prop 65 Penalties, 2025-04776," if possible) in the amount of \$200.

One (1) attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-58910) (memo line "2025-04776," if possible) in the amount of \$14,729.72.

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

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

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

#### **4.5 Issuance of 1099 Forms**

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

### **5. RELEASES**

#### **5.1 Davia's Release of Amazon**

Plaintiff, in her individual capacity and on behalf of her past and current representatives, agents, attorneys, successors and/or assigns, hereby releases Amazon, and its past, current, and future direct and indirect subsidiaries, affiliates, affiliated entities under common ownership, predecessors, agents, directors, members, managers, officers, employees, representatives, shareholders, insurers, beneficiaries, attorneys, successors, and assignees and each entity who is a third-party seller or vendor of the Covered Products on amazon.com (collectively, "Releasees") of, from, and with regard to any and all alleged or actual violations of Proposition 65 for a failure to warn about exposures to lead or lead and lead compounds from Covered Products that were manufactured, produced, packaged, imported, supplied, distributed, sold, or offered for sale on amazon.com to customers in California prior to the Effective Date.

This Section 5.1 release shall not extend upstream to any entities that manufactured the Covered Products or any component parts thereof, or any distributors or suppliers, other than any third-party seller or vendor of the Covered Products on amazon.com.

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

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.

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

## **5.2 Amazon's Release of Davia**

Amazon, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors and assignees, hereby waives any and all claims against Plaintiff and her attorneys and other representatives, for any and all actions taken or statements made by Plaintiff and her attorneys and other representatives in the course of investigating the Proposition 65 claims at issue in this matter or seeking to enforce Proposition 65 against it in this matter.

## **6. ENFORCEMENT / CURE**

To the extent that, after the date this Agreement is fully executed, Davia identifies any Covered Product on amazon.com in the future which she believes is not in compliance with this Agreement, Davia shall advise Amazon of such alleged breach in the manner set forth in Section 10, and provide Amazon with thirty (30) business days (calculated from the date notice is provided) to cure any alleged violation (the "Notice to Cure"). The Notice to Cure shall include, for each Covered Product alleged to be in violation of this Agreement: the date of alleged violation(s), place of sale, date and proof of purchase (if relevant), a copy of the

alleged product detail and order checkout pages on the date of sale, and any test data obtained by Davia regarding each such Covered Product. Davia shall take no further action regarding any alleged violation nor seek any monetary recovery for herself, her agents, or her counsel if, within 30 business days of receiving such Notice to Cure, Amazon confirms to Davia (1) that the Covered Product was manufactured, distributed, sold, or offered for sale by Amazon before the Compliance Date; or (2) that Amazon took corrective action by placing a warning on the Covered Product(s) compliant with Section 3.1 or Section 3.2 of this Agreement following service of the Notice to Cure; or (3) that the Covered Products are Lead Free.

**7. PUBLIC BENEFIT**

It is Davia's and Amazon's understanding that the commitments Amazon has agreed to herein, and the actions to be taken by Amazon under this Agreement, confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code, tit. 11, § 3201. As such, it is the intent of the parties that, to the extent any other private party serves a notice of violation and/or initiates an action alleging a violation of Proposition 65 with respect to Amazon's alleged failure to provide a warning concerning actual or alleged exposure to lead or lead and lead compounds from any Covered Product manufactured, distributed, sold, or offered for sale in California previously or in the future, such private party action would not confer a significant benefit on the general public as to the Covered Products addressed in this Settlement Agreement, provided that Amazon is in material compliance with this Settlement Agreement.

**8. SEVERABILITY**

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

**9. GOVERNING LAW**

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

**10. NOTICES**

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

For Amazon

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

With a copy to their counsel:

Gregory L. Doll  
Jamie O. Kendall  
Doll Amir & Eley LLP  
515 S. Flower Street, Suite 1812  
Los Angeles, CA 90071  
gdoll@dollamir.com  
jkendall@dollamir.com  
P65NOVIntake@dollamir.com

For Davia to:

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

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

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

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

**12. MODIFICATION**

This Agreement may be modified only upon: (a) a written agreement of the Parties; or (b) a successful motion of any party and the entry of a modified Agreement by a court thereon.

Any Party seeking to modify this Agreement shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to modify the Agreement.

**13. ENTIRE AGREEMENT**

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

**14. ATTORNEY'S FEES**

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

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

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

**15. NEUTRAL CONSTRUCTION**

Both Parties and their counsel have participated in the preparation of this Agreement and this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the

preparation of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

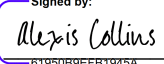
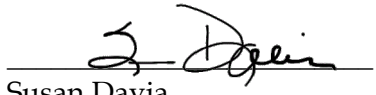
**16. COUNTERPARTS, FACSIMILE SIGNATURES**

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

**17. AUTHORIZATION**

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

**IT IS SO AGREED**

<p>Dated: <u>June 4</u>, 2026</p> <p>Signed by:  6195089EFB1945A...</p> <p>Print: Authorized Representative Amazon.com, Inc.</p>	<p>Dated: <u>6/2/2026</u></p> <p> Susan Davia</p>
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