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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-25-624135  
(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”) 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, facilitates, and/or distributes for sale  
16 in California moth preventives containing naphthalene and *p*-dichlorobenzene (*p*-DCB), limited to  
17 those manufactured by Willert Home Products, Inc. and/or branded under its Enoz name. Plaintiff  
18 further alleges it did so without providing a clear and reasonable warning for the risk of cancer as  
19 required by Proposition 65. Naphthalene is listed pursuant to Proposition 65 as a chemical known  
20 to the State of California to cause cancer. *P*-DCB is listed pursuant to Proposition 65 as a  
21 chemical known to the State of California to cause cancer. Plaintiff alleges that the Enoz-branded  
22 moth preventives contain at least ninety percent (90%) of naphthalene or *p*-DCB according to the  
23 manufacturer’s safety data sheet as well as the product label.

24 **1.5 Product Description**

25 The products covered by this Consent Judgment are moth preventives products containing  
26 naphthalene and *p*-DCB, limited to those manufactured by Willert Home Products, Inc. and/or  
27 branded under its Enoz name, that are sold on Walmart.com for: (i) delivery to a California  
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1 address or (ii) made available for curbside pick-up at a Walmart store located in California  
2 (“Products”).

### 3 **1.6 Notices of Violation**

4 On January 24, 2025, Plaintiff served Walmart and certain requisite public enforcement  
5 agencies with a 60-Day Notice of Violation (Attorney General Notice 2025-00277), alleging that  
6 Walmart 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 its Enoz name  
8 expose users to *p*-DCB (“*p*-DCB Notice”). To the best of the Parties’ knowledge, no public  
9 enforcer commenced an action nor prosecuted the allegations set forth in the *p*-DCB Notice.

10 On March 13, 2025, Plaintiff served Walmart and certain requisite public enforcement  
11 agencies with a 60-Day Notice of Violation (Attorney General Notice 2025-00814), alleging that  
12 Walmart violated Proposition 65 when it did not warn consumers in California that certain moth  
13 preventives manufactured by Willert Home Products, Inc. and/or branded under its Enoz name  
14 expose users to naphthalene (“Naphthalene Notice”). To the best of the Parties’ knowledge, no  
15 public enforcer commenced an action nor prosecuted the allegations set forth in the Naphthalene  
16 Notice.

17 On February 4, 2026, Epps served Walmart and the requisite public enforcement agencies  
18 with two Supplemental 60-Day Notices of Violation, alleging that the noticed entity violated  
19 Proposition 65 by failing to warn California consumers that certain moth preventives  
20 manufactured by Willert Home Products and/or branded under its Enoz name expose users to *p*-  
21 DCB (Attorney General Notice 2025-00276, “Supplemental *p*-DCB Notice”) and naphthalene  
22 (Attorney General Notice 2025-00277, “Supplemental Naphthalene Notice”). The Supplemental *p*-  
23 DCB Notice and Supplemental Naphthalene Notice supplement the *p*-DCB Notice and  
24 Naphthalene Notice, respectively, to include: (1) orders placed via Walmart.com for curbside  
25 pickup at a Walmart store located in California; and (2) the addition of discontinued products,  
26 moth ice crystals, and moth flakes to the category of moth preventives manufactured by Willert  
27 Home Products, Inc. and/or branded under its Enoz. To the best of the Parties’ knowledge, no  
28 public enforcer has commenced or is diligently prosecuting the allegations set forth in the

1 Supplemental *p*-DCB Notice and Supplemental Naphthalene Notice.

2 The *p*-DCB Notice, Naphthalene Notice, Supplemental *p*-DCB Notice, and Supplemental  
3 Naphthalene Notice are collectively referred to herein as the “Notices.”

#### 4 **1.7 Complaints**

5 On April 8, 2025, Plaintiff filed a complaint in the Superior Court in and for the County of  
6 San Francisco against Walmart, alleging violations of California Health & Safety Code §25249.6,  
7 based on exposures to *p*-DCB contained in moth preventives manufactured by Willert Home  
8 Products, Inc. and/or branded under its Enoz name (Case No. CGC-25-624138, herein referred to  
9 as the “*p*-DCB Complaint”). Following the filing, both Plaintiff and Walmart submitted notices of  
10 related case on April 9 and April 16, 2025, respectively. Plaintiff served his first set of special  
11 interrogatories on May 2, 2025 and, on May 16, 2025, filed an application for a complex case  
12 designation. Defendant filed its answer on May 20 and filed its opposition to the complex  
13 designation on May 23, 2025.

14 Subsequently, on May 21, 2025, Plaintiff filed a complaint in the Superior Court in and for  
15 the County of San Francisco against Walmart, alleging violations of California Health & Safety  
16 Code §25249.6, based on exposures to naphthalene contained in moth preventives manufactured  
17 by Willert Home Products, Inc. and/or branded under its Enoz name (Case No. CGC-25-625566,  
18 herein referred to as the “Naphthalene Complaint”). The following day, Plaintiff filed both a  
19 notice of related case and an application for a complex case designation. On June 6, 2025,  
20 Defendant filed its opposition to that application.

21 The *p*-DCB Complaint and Naphthalene Complaint are collectively referred to herein as the  
22 “Complaints.” As of the Effective Date (defined below), the Parties stipulate and agree that the  
23 Complaints shall be amended *nunc pro tunc* by the Court to include all Products and all claims and  
24 allegations that are the subject of all the Notices and Complaints, provided that no public agency  
25 has commenced and is diligently prosecuting the allegations that are the subject of the  
26 Supplemental *p*-DCB Notice and Supplemental Naphthalene Notice.

27 At an initial case management conference held on August 15, 2025, Department 304 of the  
28 Court designated the Complaints as complex. It then consolidated them with lead case *Epps v.*

1 *Amazon.com, Inc.*, Case No. CGC-25-624135, as well as other actions and stayed all discovery  
2 pending a ruling on Defendant's forthcoming demurrer and motion for judgment on the pleadings.  
3 Defendant filed those motions on October 16, 2025. The discovery stay was lifted during a  
4 subsequent case management conference held on November 20, 2025, and, on November 24,  
5 2025, the Court issued an order overruling Defendant's motions. Thereafter, Plaintiff served his  
6 first set of special interrogatories relating to the Naphthalene Complaint on December 2, 2025.  
7 Defendant served its responses to the interrogatories relating to both the *p*-DCB and Naphthalene  
8 Complaint on December 22, 2025.

9 **1.8 No Admission**

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

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

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

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1           **1.9     Jurisdiction**

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

7           **1.10    Effective and Compliance Dates**

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

12       **2.     INJUNCTIVE RELIEF: WARNINGS**

13           **2.1     Injunctive Relief**

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

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

1 To be clear, the injunctive relief requirements in Section 2 only apply to Products sold on  
2 Walmart.com and shipped to a California address or purchased via Walmart.com for curbside pick-  
3 up at a Walmart store located in California.

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

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

## 14 **2.2 Clear and Reasonable Website Warnings**

15 On or before the Compliance Date, with regard to Products sold on Walmart.com for which  
16 a clear and reasonable Proposition 65 warning does not appear on Walmart.com, Walmart shall  
17 require third party sellers offering Products for sale on Walmart.com to provide a clear and  
18 reasonable Proposition 65 warning for the Products, as set forth in Section 2.3(a) or 2.3(b), or  
19 Walmart will otherwise provide such clear and reasonable Proposition 65 warning for the Products.  
20 Pursuant to Cal. Code Regs., tit. 27, § 25602, subd. (b), each warning placed in compliance with  
21 this Section 2.2 shall be displayed using one of the following methods: (1) prominently displayed  
22 on the product display page; (2) on a clearly marked hyperlink using the word “WARNING” or  
23 “ATTENTION” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product  
24 display page that links to the warning; or (3) otherwise prominently displaying the warning  
25 provided to the purchaser in California prior to completing the purchase. Warnings under this  
26 Section 2.2 shall also be displayed in a manner consistent with Cal. Code Regs., tit. 27, §§ 25601  
27 and 25602, as appropriate for the specific type of warning.

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

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

**⚠ ATTENTION:** This product can expose you to p-dichlorobenzene, which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**For Products containing only Naphthalene:**

**⚠ ATTENTION:** This product can expose you to naphthalene, which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

(b) **Short-Form Warning.** As an alternative to the warning in Section 2.1(a) a short-form warning may be displayed as set forth below (Short-Form Warning):

**1. 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:

**For Products containing *either P*-dichlorobenzene or Naphthalene:**

**⚠ ATTENTION:** Cancer – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**2. 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:

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

**⚠ ATTENTION:** Cancer risk from exposure to p-dichlorobenzene. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**For Products containing only Naphthalene:**

**⚠ ATTENTION:** Cancer risk from exposure to naphthalene. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Plaintiff understands that Walmart contends the label for the Products is regulated by the United States Environmental Protection Agency under the Federal Insecticide, Fungicide, and Rodenticide Act, Title 40 Code of Federal Regulations, Part 156. Accordingly, use of the signal word “**ATTENTION**” may be appropriate pursuant to Cal. Code Regs., tit. 27, § 25603, subd. (d).

1 However, in lieu of the signal word “**ATTENTION**,” the warning language in Section 2.1 may  
2 also use the signal words “**WARNING**,” “**CA WARNING**,” or “**CALIFORNIA WARNING**.”

### 3 **2.3 Option to Delist**

4 On or before the Compliance Date, Defendant may, at its option, comply with the  
5 injunctive commitments set forth in Sections 2.1 and 2.2 above by unpublishing a Product from  
6 sale on Walmart.com or prohibiting such Product sold on Walmart.com from being shipped to an  
7 address in California or purchased via Walmart.com for curbside pickup at a Walmart store located  
8 in California (whichever is applicable) if the Product does not contain a clear and reasonable  
9 Proposition 65 warning pursuant to Section 2.2. If it does so, the previously unpublished Product  
10 (or Product that is prohibited from shipment to California or from purchase via Walmart.com for  
11 curbside pickup at a Walmart store located in California) may be reinstated for such sales and  
12 pickups if it complies with Section 2.2 prior to the date of such re-listing.

### 13 **2.4 Foreign Language Requirement**

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

### 16 **2.5 Products in the Stream of Commerce**

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

### 19 **2.6 Right to Cure (No Assignment or Transfer of Claims)**

20 Plaintiff shall have the exclusive right to enforce the provisions of this Consent Judgment.  
21 Plaintiff represents and warrants neither he nor his agents or attorneys have assigned or otherwise  
22 transferred, or attempted to assign, or transfer, any claim or claims against Walmart to a third-  
23 party. Plaintiff further warrants that neither he nor his agents or attorneys are aware of any other  
24 potential private enforcer or attorney who intends to bring litigation based on the subject matter of  
25 the Consent Judgment. To the extent Plaintiff, his agents, or his attorneys identify any Product for  
26 sale on Walmart.com to consumers in California in the future which they believe is not in  
27 compliance with this Consent Judgment, Plaintiff agrees to advise Walmart of such alleged breach  
28 in the manner set forth in Section 8, and provide Walmart with forty-five (45) calendar days

1 (calculated from the date written notice is provided electronically) to cure any alleged violation  
2 (pursuant to the applicable options set forth in Sections 2.1 and 2.2) (the “Notice to Cure”).<sup>1</sup> Such  
3 Notice to Cure to Walmart shall contain information sufficient for Walmart to identify the Product  
4 and the seller or supplier, including the UPC (Universal Product Code) Number (to the extent  
5 available), the Walmart Identification Number (also known as “Walmart Catalog Item ID”), the  
6 name of the Product, a photograph of the Product, a screenshot of the online listing (also known as  
7 the product display page), the Product’s URL (Uniform Resource Locator), and a summary  
8 explanation as to why Plaintiff believes it is a Product, or a product similar in nature thereto, and  
9 not in compliance.

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

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28 <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 2.5.

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 and Complaints, Defendant agrees to pay a total of \$96,000 in civil fines. The civil  
5 penalty payment shall be allocated according to Health and Safety Code § 25249.12(c)(1) and (d),  
6 with 75% of the penalty amount paid to the California Office of Environmental Health Hazard  
7 Assessment (OEHHA) and the remaining 25% of the penalty paid to Plaintiff in settlement of all  
8 alleged violations and claims referred to in the pertinent Notices, Complaints and this Consent  
9 Judgment. For non-electronic payments, Willert Home Products, Inc., on behalf of Defendant,  
10 shall provide two checks made payable to: (a) "OEHHA" in the amount of \$72,000; and (b) "Jay  
11 Epps" in the amount of \$24,000. Plaintiff's counsel shall be responsible for remitting the penalty  
12 payments paid by Willert Home Products, Inc., on behalf of Defendant under this Consent  
13 Judgment to OEHHA and Jay Epps.

14 Within ten (10) calendar days of the Effective Date and Willert Home Products, Inc.'s  
15 receipt of current W-9s form for Plaintiff and OEHHA, whichever date is later, Willert Home  
16 Products, Inc., on behalf of Defendant, shall pay the penalty amount by electronic transfer, as set  
17 forth in Section 3.3 below, or by checks made payable to "OEHHA" and "Jay Epps." The  
18 assessment of fines is based upon, among other statutory factors, the number of Products sold and  
19 shipped to consumers in California during the relevant period as disclosed to Plaintiff by  
20 Defendant.

21 **3.2 Reimbursement of Attorneys' Fees and Costs**

22 The Parties acknowledge that Epps and his counsel offered to resolve this dispute without  
23 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue  
24 to be resolved after the material terms of the agreement had been settled. Shortly after the other  
25 settlement terms had been finalized, Defendant expressed a desire to resolve Epps' fees and costs.  
26 The Parties then negotiated a resolution of the compensation due to Epps' counsel under general  
27 contract principles, Proposition 65 implementing regulation for fee awards at 11 California Code  
28 of Regulations § 3201 and/or the private attorney general doctrine codified at California Code of

1 Civil Procedure § 1021.5. The reimbursement shall cover all fees and costs incurred by Epps  
2 investigating, bringing this matter to the Defendant’s attention and negotiating a settlement for the  
3 claims alleged in the Notices in furtherance of the public interest for the Products. For all work  
4 performed in connection with the claims alleged in the Notices and Complaints through the mutual  
5 execution of this agreement and any further efforts to conclude this consolidated action, such as  
6 seeking court approval, Defendant shall reimburse Epps’ counsel \$229,000.

7 Within ten (10) calendar days of the Effective Date and Willert Home Products, Inc.’s  
8 receipt of a current W-9 form for Chanler LLC, whichever date is later, Willert Home Products,  
9 Inc., on behalf of Defendant, shall make a payment in the amount of fees and costs by electronic  
10 transfer, as set forth in Section 3.3 below, or by check made payable to “Chanler LLC.”

11 **3.3 Form of Settlement Proceeds**

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

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

18 Chanler, LLC  
19 Attn: Proposition 65 Controller  
20 72 Huckleberry Hill Road  
21 New Canaan, CT 06840

22 **4. CLAIMS COVERED AND RELEASED**

23 **4.1 Public Release**

24 Plaintiff, acting on his own behalf and in the public interest, and on behalf of his past,  
25 current, and future agents, representatives, attorneys, successors, and assigns, hereby releases  
26 Walmart, Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Walmart Appollo, LLC, Wal-  
27 Mart.com, Inc., Wal-Mart.com USA, LLC, and each of their respective past, current, and future  
28 parents, direct and indirect subsidiaries, affiliates, affiliated entities under common ownership,  
predecessors, agents, directors, members, managers, officers, employees, representatives,

1 shareholders, insurers, beneficiaries, attorneys, successors, assignees (collectively, “Releasees”),  
2 and each entity to whom any of the Releasees directly or indirectly distributed or sold the Products  
3 on Walmart.com to customers located in California with regard to any and all alleged violations  
4 arising under Proposition 65 for unwarned exposures to naphthalene and *p*-DCB from the Products  
5 that were packaged, imported, supplied, distributed, sold, or offered for sale on Defendant’s  
6 website to customers in California prior to the Compliance Date.

7 Compliance with the terms of this Consent Judgment constitutes compliance with  
8 Proposition 65 by the Releasees with respect to the alleged or actual failure to warn about  
9 exposures to naphthalene and *p*-DCB from the Products offered for sale and sold on Walmart.com.  
10 This release does not apply to any vendors or third-party sellers of the Products.

11 **4.2 Plaintiff’s Individual Release of Proposition 65 Claims relating to the Notices**  
12 **and Complaints**

13 In further consideration of the promises and agreements herein contained, Plaintiff, on  
14 behalf of himself and each of his past and current agents, representatives, attorneys, successors,  
15 and/or assignees, but not on behalf of the public, hereby releases, and waives all rights to institute  
16 or participate in, directly or indirectly, any form of legal action against Releasees, Willert Home  
17 Products, Inc., whether as a direct or indirect supplier of the Products to Defendant, as well as  
18 against any vendors or third-party sellers of the Products (the “Other Releasees”), as it pertains to,  
19 any claims that he may have against Releasees or Other Releasees, whether known or unknown,  
20 suspected or unsuspected, including, without limitation, all actions and causes of action, suits,  
21 liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses, including,  
22 without limitation, investigation fees, expert fees, and attorneys’ fees with respect to any alleged  
23 violations of Proposition 65 for unwarned exposures to naphthalene and *p*-DCB from the Products  
24 manufactured, sold, offered for sale, or distributed for sale on Walmart.com to customers in  
25 California and at Walmart retail stores located in California prior to the Compliance Date. The  
26 release in Section 4.1 does not apply to any vendors or third-party sellers of the Products, this  
27 release in this Section 4.2 does apply to vendors or third-party sellers of the Products as Other  
28 Releasees. The releases in this Section 4.2 are provided in Plaintiff’s individual capacity and are

1 not releases on behalf of the public.

2 **4.3 The Parties' Individual Release of Unknown Claims Related to Naphthalene**  
3 **and P-DCB in the Products**

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

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

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

20 **4.4 Release of Plaintiff**

21 Defendant, on its own behalf and on behalf of its past, current, and future agents,  
22 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against  
23 Plaintiff and his attorneys and other representatives, for any and all actions taken or statements  
24 made (or those that could have been taken or made) by Plaintiff and his attorneys and other  
25 representatives in the course of enforcing the claims in this consolidated matter or with respect to  
26 the Products, Notices or Complaints.

27 **4.5 Representations**

28 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

1 attorney who, to their knowledge, intends to bring the same or similar claims against the Releasees  
 2 or Other Releasees, as defined above, that Plaintiff has asserted in the Notices and Complaint  
 3 concerning the Products. Plaintiff’s counsel agrees that, no later than the Effective Date of this  
 4 Agreement, they will have identified to Walmart all Products of which they are aware that contain  
 5 naphthalene and *p*-DCB and that are offered for sale on Walmart.com to consumers in California.

6 **5. COURT APPROVAL**

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

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

13 **6. SEVERABILITY**

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

17 **7. GOVERNING LAW**

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

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

28

1 **8. NOTICE**

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

8 To Walmart:

9 Walmart Inc.  
10 c/o C T Corporation System  
11 330 North Brand Boulevard, Suite 700  
12 Glendale, CA 91203

To Plaintiff:

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

13 With a Copy To:

14 Gregory Berlin, Esq.  
15 Samantha Burdick, Esq.  
16 Alston & Bird LLP  
17 350 South Grand Avenue, 51st Floor  
18 Los Angeles, CA 90071  
19 greg.berlin@alston.com  
20 sam.burdick@alston.com

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

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

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

28 **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).

1 **11. ENTIRE AGREEMENT**

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

11 **12. MODIFICATION**

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

18 **13. AUTHORIZATION**

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

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**AGREED TO:**

**AGREED TO:**

Date: April \_\_, 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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**AGREED TO:**

**AGREED TO:**

Date: April 27, 2026

Date: April \_\_, 2026

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

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

JAY EPPS

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WALMART INC.

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**APPROVED AS TO FORM:**

Date: April 27, 2026



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

CLIFFORD A. CHANLER  
Counsel for Plaintiff

**APPROVED AS TO FORM:**

Date: April 28, 2026



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

GREGORY BERLIN  
Counsel for Defendant

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

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

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