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SUSAN DAVIA

FILED

OCT 04 2016

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

SUSAN DAVIA, Plaintiff, v. VOXX INTERNATIONAL CORPORATION, VOXX ACCESSORIES CORPORATION, LG SOURCING, INC., LOWE'S COMPANIES, INC. and DOES 1-150, Defendants.	Case No. CIV1600146 **JUDGMENT ON PROPOSITION 65 SETTLEMENT** Case Filed: January 13, 2016 Trail Date: None Assigned

In the above-entitled action, Plaintiff Susan Davia and Defendants Voxx International Corporation and Voxx Accessories Corporation, having agreed through their respective counsel that a judgment be entered pursuant to the terms of the Settlement Agreement and Consent to Judgment entered into by the parties in resolution of this Proposition 65 action, and following the issuance of an order approving the Parties' Settlement Agreement and Consent to Judgment on this day, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered in accordance with the terms of the Stipulation to Judgment attached hereto as Exhibit A. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

GEOFFREY M. HOWARD

Dated: OCT 0 4 2016

Honorable Geoffrey Howard
Judge Of The Superior Court

EXHIBIT A

Gregory M. Sheffer, Esq., State Bar No. 173124
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Attorneys for Plaintiff
SUSAN DAVIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

SUSAN DAVIA, Plaintiff, v. VOXX INTERNATIONAL CORPORATION, VOXX ACCESSORIES CORPORATION, LG SOURCING, INC., LOWE'S COMPANIES, INC. and DOES 1-150, Defendants.	Case No. CIV 1600146 **AMENDED CONSENT TO JUDGMENT AS TO DEFENDANTS VOXX INTERNATIONAL CORPORATION AND VOXX ACCESSORIES CORPORATION** (*Cal. Health & Safety Code § 25249.6 et seq.*)

1. INTRODUCTION

1.1 The Parties

This Consent to Judgment Settlement Agreement ("Agreement") is entered into by and between Plaintiff Susan Davia, ("Davia" or "Plaintiff') and Defendants Voxx International Corporation and Voxx Accessories Corporation (collectively "VOXX") with VOXX referred to as "Settling Defendants" and Davia and VOXX collectively referred to as the "Parties."

1.2 Plaintiff

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 Defendant

Voxx International Corporation and Voxx Accessories Corporation each employs 10 or more persons and each 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 VOXX manufactured, distributed and/or sold, in the State of California, certain types of crimpers with vinyl grips comprised of or made with made with components that exposed users to Di(2-ethylhexyl)phthalate ("DEHP") without first providing "clear and reasonable warning" under Proposition 65.

DEHP is listed as a reproductive and developmental toxicant pursuant to Proposition 65. Where appropriate, DEHP shall hereafter be referred to as "Listed Chemical."

1.5 Notice of Violation

On October 20, 2015, Davia served Voxx International Corporation, Voxx Accessories Corporation, LG Sourcing, Inc. and Lowe's Companies, Inc. with valid and compliant Proposition 65 60-DayNotice of Violation, together with valid, requisite Certificate of Merit that provided public enforcers and these entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of the DEHP in and on their vinyl gripped

crimper products sold in California.

Voxx International Corporation and Voxx Accessories Corporation received the October 20, 2015, Notice of Violation (hereafter, "Notice"). Voxx International Corporation and Voxx Accessories Corporation represents that, as of the date they execute this Agreement, they believe that no public enforcer is diligently prosecuting a Proposition 65 enforcement action related to the Listed Chemical in the covered products, as identified in the Notice.

1.6 Complaint

On January 13, 2016, Davia, acting in the interest of the general public in California, filed a Complaint in the Superior Court of the State of California for the County of Marin, Case No. CIV 1600416, alleging violations by Voxx International Corporation, Voxx Accessories Corporation, LG Sourcing, Inc., Lowe's Companies, Inc. and Does 1-150 of Health & Safety Code § 25249.6 based, *inter alia*, on the alleged exposures to DEHP contained in certain vinyl gripped crimper products.

1.7 No Admission

This Agreement resolves claims that are denied and disputed by each Settling Defendant. 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 prolonged litigation. Each Settling Defendant denies the material factual and legal allegations contained in the Notice and Action, maintains that it did not knowingly or intentionally expose California consumers to the Listed Chemical through the reasonably foreseeable use of the Covered Product and otherwise contends that all Noticed products it has manufactured, distributed and/or sold in California have been and are in compliance with all applicable laws. Nothing in this Agreement shall be construed as an admission by any Settling Defendant 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 any Settling Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by each Settling Defendant. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect each Settling Defendant's obligations, responsibilities, and duties under this Agreement.

///

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that this Court has jurisdiction over Voxx International Corporation and Voxx Accessories Corporation as to the allegations contained in the Complaint, that venue is proper in County of Marin, and that this Court has jurisdiction to enter and enforce the provisions of this Agreement. As an express part of this Agreement, pursuant to C.C.P. §664.6 the Court in which this action was filed shall retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

1.9 Prior Consent Judgment

The Parties recognize and acknowledge that the Covered Products at issue here may be, in part or in whole, subject to a prior consent judgment entered in *Russell Brimer, et al. v. 3M Company, et al.*, Santa Clara County Superior Court Case No. 112CV231165 on October 23, 2012 ("2012 Consent Judgement"). Nothing in this Consent Judgment supersedes the terms of the 2012 Consent Judgment except any obligations that are in addition to the 2012 Consent Judgment as expressly recited herein. By entering into this Consent Judgment, it is the intent of the Parties to resolve any and all claims that could have been raised by Plaintiff and any private party acting in the public interest to enforce the terms of the 2012 Consent Judgment with respect to the Notice of Violation described in Section 1.5 above.

2. DEFINITIONS

2.1 The term "Complaint" shall mean the January 13, 2016, Complaint.

2.2 The terms "Covered Product" and "Covered Products" shall mean the RCA brand crimper with vinyl grips that defendants manufacture, distribute, and/or offer for sale to consumers including, but not limited to, RCA Coax Cable Crimping Tool (#079000308843), which products were the subject of the October 20, 2015 notice described in Section 1.5 above.

2.3 The term "Effective Date" shall mean June 30, 2016.

2.4 The term "DEHP Free" shall mean less than or equal to 1,000 parts per million ("ppm") of DEHP, DINP, DIDP, DNHP and DBP in any component of any Covered Product, as determined by test results using Environmental Protection Agency ("EPA") testing methodologies

3580A and 8270C, or equivalent methodologies used by state or federal agencies for determining the amount of these chemicals in a solid substance.

2.5 "Manufactured" and "manufactures" have the meaning defined in Section 3(a)(10) of the Consumer Product Safety Act ("CPSA") [15 U.S.C. § 2052(a)(10)], as amended from time to time.

3. NON-MONETARY RELIEF

3.1 Formulation Commitment

3.1.1 No later than June 30, 2016, VOXX shall provide the DEHP Free phthalate concentration standards of Section 2.4 to its then-current vendors of any Covered Product and instruct its vendors not to incorporate any raw or component materials that do not meet or exceed the DEHP Free concentration standards of Section 2.4 into any Covered Product that will be sold or offered for sale in California or reasonably anticipated to be sold or offered for sale in California.

3.1.2 No later than July 31, 2016, VOXX shall not manufacture or cause to be manufactured, order or cause to be ordered, or distribute or cause to be distributed into California, or to any entity VOXX reasonably anticipates will sell or distribute Covered Products into California, any Covered Product that is not DEHP Free.[1]

3.1.3 For three-years after the Effective Date, VOXX shall maintain copies of all testing of such Covered Products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the DEHP Free concentration standards and shall produce such copies to Davia within thirty (30) days of receipt of written request from Davia.

3.2 Previously Obtained or Distributed Covered Products**.**

3.2.1 Customer Notification - No later than the Effective Date, VOXX shall send a letter, electronic or otherwise ("Notification Letter") to: (1) each retailer or distributor in California to which it, after January 1, 2015, supplied any Covered Product; (2) any other retailer or distributor in California that VOXX reasonably understands or believes has any inventory of Covered Products; and (3) any other retailer or customer that VOXX reasonably understands or believes has any inventory of Covered Products and maintains any retail outlet for the sale of Covered Products in

[1] For purposes of reasonably anticipating any sale or distribution of a Covered Product into California, VOXX shall consider a national retail customer's retail presence in California.

California. The Notification Letter shall advise the recipient that Covered Products contain DEHP, a chemical known to the State of California to cause birth defects and other reproductive harm. The Notification letter shall direct recipient that all Covered Product must be labelled with a clear and reasonable Proposition 65 warning before it is sold in the California market or to a California customer. The Notification Letter shall include a sheet of white background, adhesive Proposition 65 Warning stickers with the following warning in no less than Book Antiqua, point 9 font (or its equivalent):

> **WARNING:** This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

The Notification Letter shall be sent with return receipt requested. The Notification Letter shall request written confirmation from the recipient, within 15 days of receipt, that all such inventory for California sale has been, or will be, labelled with the warning language identified in this section.[2] This Section 3.2.1 does not apply to either LG Sourcing, Inc. or Lowe's Companies, Inc., which entities shall, instead, be obligated to return Covered Product to Voxx pursuant to Section 3.4.

3.2.2 Settling Defendant shall maintain records of compliance correspondence, inventory reports or other communication confirming compliance with § 3.2.1 for three (3) years from the Effective Date and shall produce copies of such records upon written request by Davia.

3.3 VOXX Warning Obligations

VOXX certifies that as of the Effective Date it has already commenced a warning program whereby all Covered Products sold into or intended for sale in California are labeled with a Proposition 65 warning. As of the Effective Date, and until July 31, 2016, VOXX shall not sell or ship any Covered Product to a California vendor or retailer, or sell or ship any Covered Product to a vendor or retailer that VOXX reasonably understands maintains retail outlets in California or

[2] Voxx has already labeled some Covered Product with the following, or similar, warning in a font and size different from what is required by this section: "Warning: This product contains a chemical known to the State of California to cause cancer, or birth defects or other reproductive harm." Covered Product already labeled with this warning will be deemed compliant with this section and Covered Product not yet labeled with this warning will comply with all of the provisions of this section.

intends to ship to or sell any Covered Product into California, unless such Covered Products are sold or shipped with one of the clear and reasonable warnings set forth hereafter.

Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions *before* purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which *specific* Covered Product the warning applies, so as to minimize the risk of consumer confusion.[3]

(a) **Retail Store Sales.**

(i) **Product Labeling.** For all Covered Products intended for sale in California, shipped to California or shipped to a retailer or distributor VOXX reasonably understands intends to sell the Covered Products in California, VOXX shall affix a warning to the labeling or directly on the Covered Product that states:

> **WARNING:** This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

(b) **Mail Order Catalog and Internet Sales.** For all Covered Products sold to, offered for sale to or intended for sale in California by VOXX via mail order catalog or the Internet any such catalog or Internet site offering any Covered Product for sale shall include a warning in the catalog or within the website, identifying the specific Covered Product to which the warning applies, as specified in Sections 3.2(b)(i) and (ii) below.

(i) **Mail Order Catalog Warning.** Any warning provided in a mail order catalog must be in the same type size or larger than the Covered Product description text within the catalog. The following warning shall be provided on the same page and in the same location as the display and/or description of the Covered Product:

> **WARNING:** This product contains a chemical known

[3] Voxx has already labeled some Covered Product with the following, or similar, warning in a font and size different from what is required by this section: "Warning: This product contains a chemical known to the State of California to cause cancer, or birth defects or other reproductive harm." Covered Product already labeled with this warning will be deemed compliant with this section and Covered Product not yet labeled with this warning will comply with all of the provisions of this section.

to the State of California to cause cancer and birth defects or other reproductive harm.

Where it is impracticable to provide the warning on the same page and in the same location as the display and/or description of the Covered Product, VOXX may utilize a designated symbol to cross reference the applicable warning and shall define the term "designated symbol" with the following language on the inside of the front or back cover of the catalog or on the same page as any order form for the Old Covered Product(s):

WARNING: Certain products identified with this symbol ▼ contain a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

The designated symbol must appear on the same page and in close proximity to the display and/or description of the Covered Product. On each page where the designated symbol appears, VOXX must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

If VOXX elects to provide warnings in any mail order catalog, then the warnings must be included in all catalogs offering to sell one or more Covered Products printed after the Effective Date.

(ii) **Internet Website Warning.** A warning must be given in conjunction with the sale of any Covered Products by VOXX via the Internet, provided it appears either: (a) on the same web page on which a Covered Product is displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same page as the price for any Covered Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. The following warning statement shall be used and shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Covered Product for which it is given in the same type size or larger than the Covered Product description text:

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

Alternatively, the designated symbol may appear adjacent to or immediately following the display, description, or price of the Covered Product for which a warning is being given, provided that the following warning statement also appears elsewhere on the same web page, as follows:

> **WARNING:** Products identified on this page with the following symbol ▼ contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

3.4 Lowe's Companies, Inc. Notification

In lieu of imposing obligations upon any Lowe's retail outlets to place warnings on the Covered Products, the Parties have agreed that Lowe's shall return all Covered Products in any California Lowe's retail outlet that is not labeled with a Proposition 65 warning. No later than the Effective Date, VOXX shall send a letter, electronic or otherwise ("Lowe's Notification Letter") to Hunton & Williams, The Lowe's Notification Letter shall advise the recipient that Covered Products contain DEHP, a chemical known to the State of California to cause birth defects and other reproductive harm. The Notification letter shall direct recipient to return to VOXX, at VOXX's sole expense, all remaining inventory of Covered Products that is not labelled with a Proposition 65 warning as follows:

> **WARNING:** This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

The Notification Letter shall be sent with return receipt requested. The Notification Letter shall request written confirmation from the recipient, within 15 days of receipt, that all such inventory for California sale has been, or will be, returned to VOXX.

3.5 Elimination of Warning Option

After July 31, 2016, Lowe's Companies, Inc. shall not distribute or otherwise sell any Covered Product unless it is DEHP Free and shall not sell any Covered Product that is not DEHP Free regardless of whether a Proposition 65 warning accompanies the product.

4. MONETARY PAYMENTS

4.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)

As a condition of settlement of all the claims referred to in this Consent to Judgment, Settling Defendants shall pay a total of $13,500 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

For purposes of the penalty assessment under this Agreement, plaintiff is relying entirely upon Settling Defendants and their counsel for accurate, good faith reporting to plaintiff of the nature and amounts of relevant sales activity. Settling Defendants have provided Plaintiff with sales data for the Covered Product for the period November 1, 2014 through October 31, 2015 (the "Reported Sales Volume"). If within nine (9) months of the Effective Date, plaintiff discovers and presents to Settling Defendants evidence that the Covered Product has been distributed by Settling Defendants in sales volumes materially different from the Reported Sales Volume (greater than 20% of the Reported Sales Volume) , then such misrepresenting Settling Defendants shall be liable for an additional penalty up to a maximum of $10,000 for such additional sales volume. If the misrepresented additional sales volume is less than 50 percent of the Reported Sales Volume, the additional penalty shall be $5,000. If the misrepresented additional sales volume is greater than 50 percent of the Reported Sales Volume, the additional penalty shall be $10,000. Settling Defendants shall also be liable for any reasonable, additional attorney fees expended by plaintiff in discovering applicable additional retailers or sales for such defendant, up to a maximum of $7,500. Plaintiff agrees to provide such misrepresenting Settling Defendants with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, such defendant shall have thirty (30) days to agree to the amount of fees and penalties owing and submit such payment to plaintiff in accordance with the method of payment of penalties and fees identified in Sections 4.4 and 4.5. Should this thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, plaintiff shall be entitled to file an appropriate legal claim for additional civil penalties under this Section and the prevailing party shall be entitled to all reasonable attorney fees and costs relating to such claim as

determined by the Court.

4.3 Reimbursement of Plaintiff'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. Settling Defendants then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. 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, except fees that may be incurred on appeal. Under these legal principles, Settling Defendants shall pay the amount of $42,000.00 for fees and costs incurred investigating, litigating and enforcing this matter, including the fees and costs incurred (and yet to be incurred) negotiating, drafting, and obtaining the Court's approval of this Agreement in the public interest.

4.4 Payment Timing; Payments Held In Trust

Settling Defendants shall deliver all settlement payment funds required by this Consent Judgment to its counsel within ten (10) business days of the date that this Agreement is fully executed by the Parties. Settling Defendants' counsel shall confirm receipt of settlement funds in writing to plaintiff's counsel and, thereafter, hold the amounts paid in trust until such time as the Court approves this settlement contemplated by Section 7.

Within ten (10) business days of the date plaintiff sends counsel for VOXX electronic mail notice that the Court has entered an order approving the settlement as contemplated by Section 7, counsel for Settling Defendants shall deliver the settlement payments it has held in trust to plaintiff's counsel as follows:

4.4.1 a civil penalty payment in the amount of $10,125.00 payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2015-01102");

4.4.2 a civil penalty payment in the amount of $3,375.00 payable to "Susan Davia" (EIN: to be supplied, Memo line "Prop 65 Penalties, 2015-01102"); and

4.4.3 an attorney fee and cost reimbursement payment, pursuant to Section 4.3, in the

amount of $42,000.00 payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2015-01102")

All penalty and fee payments shall be delivered to the Sheffer Law Firm at the following address:

Sheffer Law Firm
Attn: Proposition 65 Controller
81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

Settling Defendants shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts due and owing from it under this Section that are not received by Sheffer Law Firm within two business days after the due date for such payment.

5 CLAIMS COVERED AND RELEASE

5.1 Davia's Releases of Settling Defendants

5.1.1 This Agreement is a full, final, and binding resolution between Davia, acting on her own behalf and in the public interest, and VOXX and each of their parents, subsidiaries, predecessors, affiliated entities under common ownership, directors, officers, employees, contractors, agents, and attorneys ("Defendant Releasees") and each entity to whom Defendant Releasees directly or indirectly distributes or sells the Covered Products, including but not limited to Lowe's Companies, Inc., LG Sourcing, Inc., and any other downstream distributors, wholesalers, customers, retailers, franchisers, cooperative members, licensors, and licensees ("Downstream Releasees") of any violation of Proposition 65 that has been or could have been asserted against Defendant Releasees and Downstream Releasees based on their failure to warn about alleged exposures to the Listed Chemical contained in theCovered Products

5.1.2 In further consideration of the promises and agreements herein contained, Davia, acting on her own behalf and in the public interest, releases Defendant Releasees and Downstream Releasees from all claims for violations of Proposition 65 with respect to the Listed Chemical in the Covered Products manufactured, distributed, sold and/or offered for sale by Defendant Releasees and Downstream Releasees as set forth in the 60-Day Notice of Violation identified in Section 1.5 of this Agreement. Settling Defendant's compliance with this Agreement shall constitute compliance

with Proposition 65 with respect failure to warn about the alleged exposures to the Listed Chemical in the Covered Products after the Effective Date.

5.1.3 This Section 5.1 release is expressly limited to those claims that arise under Proposition 65, as such claims relate to Defendants' alleged failure to warn about exposures to or identification of the Listed Chemical contained in any Covered Products and as such claims are identified in the Proposition 65 60-Day Notice as identified in Section 1.5 of this Agreement.

This Section 5.1 release is expressly limited to any alleged violations that occur prior to two months after the Effective Date and does not release any person, party or entity from any liability for any violation of Proposition 65 regarding any Covered Products that occurs more than two months after the Effective Date.

The Parties further understand and agree that this Section 5.1 release shall not extend upstream to any entities that manufactured any Covered Product or any component parts thereof, or any distributors or suppliers who sold any Covered Products or any component parts thereof to Defendants.

5.1.4 Upon court approval of the Agreement, the Parties waive their respective rights to a hearing or trial on the allegations of the Complaint.

5.2 Settling Defendant's Release of Davia

5.2.1 Settling Defendants waive any and all claims against Davia, her attorneys, and other representatives for any and all actions taken or statements made (or those that could have been taken or made) by Davia and her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Covered Products.

5.2.2 Each Settling Defendant also 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 any Settling Defendant of any nature, character or kind, known or unknown, suspected or unsuspected,

arising out of the subject matter of the Action. Each Settling Defendant acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each Settling Defendant expressly waives and relinquishes any and all rights and benefits that it may have under, or which may be conferred on it 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 it 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.

6 SEVERABILITY

If, subsequent to court approval of this Agreement, any of the provisions of this Agreement are determined by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

7 COURT APPROVAL

This Agreement is effective upon execution but must also be approved by the Court. If this Agreement is not approved by the Court in its entirety, the Parties shall meet and confer to determine whether to modify the terms of the Agreement and to resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions reasonably necessary to amend and/or modify this Agreement in order to further the mutual intention of the Parties in entering into this Agreement.

The Agreement shall become null and void if, for any reason, it is not approved and entered by the Court, as it is executed, within one year after it has been fully executed by all Parties. If the Agreement becomes null and void after any payment of monies under this agreement to the Sheffer Law Firm in trust, such monies shall be returned to defendant by payment of such monies to

counsel of each defendant in trust for that defendant.

If this Agreement is not entered by the Court, and the Parties have exhausted their meet and confer efforts pursuant to this Section 7, upon 15 days written notice, the law firm holding Settling Defendant's funds in trust shall refund any and all payments made into its trust account by Settling Defendant as requested.

Within 15 (fifteen) days of plaintiff's counsel's receipt of settlement funds pursuant to Section 4 of this Agreement, Plaintiff will file with the Court a dismissal dismissing from this action Lowe's Companies, Inc. and LG Sourcing, Inc., with each party bearing their own costs and fees except as otherwise agreed herein.

8 GOVERNING LAW

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

9 NOTICES

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

For Voxx Accessories Corporation, to:

C. David Geise, President
VOXX Accessories Corporation
3502 Woodview Terrace
Indianapolis, IN 46268

With copy to their counsel at:

Peter M. Morrisette
Cox, Castle & Nicholson LLP
50 California Street, Suite 3200
San Francisco, CA 94111

For Voxx International Corporation, to:

Patrick M. Lavelle, President
VOXX International Corporation
180 Marcus Blvd.
Hauppauge, NY 11788

With copy to their counsel at:

Peter M. Morrisette
Cox, Castle & Nicholson LLP
50 California Street, Suite 3200

For Davia to:

Proposition 65 Coordinator
Sheffer Law Firm
81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

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.

10 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) and to file a motion for approval of this Agreement.

11 MODIFICATION

This Agreement may be modified only (1) by a written agreement of the Parties approved by the Court or (2) upon a successful motion of any party and approval of a modified Agreement by the Court.

12 ADDITIONAL POST-EXECUTION ACTIVITIES

The parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed motion is required to obtain judicial approval of this Agreement. In furtherance of obtaining such approval, Davia and each Settling Defendant, and their respective counsel, agree to mutually employ their best efforts to support the entry of this Agreement as a settlement agreement and obtain approval of the Agreement - sufficient to render an order approving this agreement - by the Court in a timely manner. Any effort by Settling Defendant to impede judicial approval of this Agreement shall subject such impeding party to liability for attorney fees and costs incurred by plaintiff or her counsel in their efforts to meet or oppose such Settling Defendant's impeding conduct.

13 ENTIRE AGREEMENT

This Settlement 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 The Parties agree that, in the event suit is brought to enforce or interpret any portion of this Agreement, or the Agreement as a whole, the prevailing party or parties in such suit shall be entitled to recover reasonable attorneys' fees to be determined by the court.

14.2 Except as specifically provided in the above paragraph and in Section 4.3, each Party shall bear its own costs and attorney's fees in connection with this action.

14.3 Nothing in this Section 14 shall preclude a Party from seeking an award of sanctions pursuant to law.

15 Neutral Construction

All 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 parties and their counsel 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

Dated: ~~July~~ AUG 26, 2016 Plaintiff Susan Davia	Dated: July ___, 2016 Patrick M. Lavelle, President VOXX International Corporation
Dated: July ___, 2016 C. David Geise, President VOXX Accessories Corporation	

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Dated: ~~July 26~~ AUG, 2016 Plaintiff Susan Davia	Dated: ~~July~~ Sept 8 2016, 2016 ~~Patrick M. Lavelle, President~~ VOXX International Corporation CHARLES M STOEHR SR VP CFO
Dated: ~~July~~ SEPT. 16, 2016 C. David Geise, President VOXX Accessories Corporation	