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7  
8 Attorneys for Plaintiff  
9 SUSAN DAVIA

**FILED**

**MAR 15 2022**

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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MARIN  
UNLIMITED CIVIL JURISDICTION

SUSAN DAVIA,

Plaintiff,

v.

CORE PRODUCTS INTERNATIONAL, INC.,  
SCRIP, INC., ALLEGRO MEDICAL SUPPLIES,  
INC., ALLEGROMEDICAL.COM AND DOES  
1-150,

Defendants.

Case No. CIV2101860

**JUDGMENT ON PROPOSITION 65  
SETTLEMENT**

Action Filed: May 17, 2021  
Trial Date: None Assigned

1 In the above-entitled action, plaintiff Susan Davia and defendants Core Products  
2 International, Inc., Scrip, Inc., Allegro Medical Supplies, Inc. and Allegromedical.Com, having  
3 agreed through their respective counsel that a judgment be entered pursuant to the terms of the  
4 proposed Consent Judgment settlement agreement entered into by the parties in resolution of this  
5 Proposition 65 action (including their modification to the release in Section 5.1.1), and following the  
6 issuance of an order approving the Parties' settlement on this day, IT IS HEREBY ORDERED,  
7 ADJUDGED AND DECREED that pursuant to Health & Safety Code § 25249.7(f)(4) and Code of  
8 Civil Procedure § 664.6, judgment is hereby entered in accordance with the terms of the proposed  
9 Consent Judgment attached hereto as Exhibit A. By stipulation of the parties, the Court will retain  
10 jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

11 IT IS SO ORDERED.

12 Dated: MAR 15 2022

**STEPHEN P. FRECCERO**

Honorable Stephen Freccero  
Judge of the Superior Court

# EXHIBIT A

1 Gregory M. Sheffer, State Bar No. 173124  
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4 Attorneys for Plaintiff  
SUSAN DAVIA  
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7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF MARIN  
10 UNLIMITED CIVIL JURISDICTION  
11

12 SUSAN DAVIA,

13 Plaintiff,

14 v.

15 CORE PRODUCTS INTERNATIONAL, INC.,  
16 SCRIP, INC., ALLEGRO MEDICAL SUPPLIES,  
17 INC., ALLEGROMEDICAL.COM AND DOES  
1-150,

18 Defendants.  
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Case No. CIV2101860

**[PROPOSED] CONSENT JUDGMENT**

Action Filed: May 17, 2021  
Trial Date: None Assigned

1     **1.     INTRODUCTION**

2             **1.1     The Parties**

3     This Consent Judgment (“Judgment”) is entered into by and between Susan Davia (“Davia”), on the  
4     one hand, and Core Products International, Inc. (“Core”), Scrip, Inc., Allegro Medical Supplies, Inc.  
5     and Allegromedical.Com (Collectively, “Allegro”), on the other hand, with Core and Allegro  
6     collective referred to as Defendants and with Davia and Defendants collectively referred to as the  
7     “Parties.”

8             **1.2     Davia**

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

12            **1.3     Core and Allegro**

13    Each Core Products International, Inc., Scrip, Inc., Allegro Medical Supplies, Inc. and  
14    Allegromedical.Com is a person in the course of doing business for purposes of the Safe Drinking  
15    Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.*  
16    (“Proposition 65”).

17            **1.4     General Allegations**

18    Davia alleges that Defendants participated in the manufacture, distribution and/or sale, in the State  
19    of California, cervical traction replacement water bag products manufactured with vinyl coatings or  
20    components that exposed users to di(2-ethylhexyl)phthalate (“DEHP”), di-n-butyl phthalate  
21    (“DBP”) and di-isodecyl phthalate (“DIDP”) without first providing a “clear and reasonable  
22    warning” under Proposition 65. DEHP, DBP and DIDP are each listed as a reproductive toxin  
23    pursuant to Proposition 65. DEHP, DBP and DIDP shall be referred to hereinafter be referred to  
24    collectively as the “Listed Chemical”.  
25

26            **1.5     Notice of Violation**

27    On February 26, 2021, Davia served Defendants and various public enforcement agencies  
28    with a document entitled “60-Day Notice of Violation” that provided public enforcers and the

1 noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for purportedly  
2 failing to warn consumers of the presence of the DEHP and DIDP found in the Covered Products  
3 (defined hereafter) sold in California (AG Notice 2021-00477).

4 On August 9, 2021, Davia served Core and various public enforcement agencies with a  
5 document entitled “Supplemental 60-Day Notice of Violation” that provided public enforcers and  
6 the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for  
7 purportedly failing to warn consumers of the presence of the DBP, DEHP and DIDP found in the  
8 Covered Products (defined hereafter) sold in California (AG Notice 2021-00477).

9 The February 26, 2021, 60-Day Notice of Violation served on Defendants and August 9, 2021,  
10 Supplemental 60-Day Notice served on Core shall be collectively referred to herein as the “Notices.”

11 Defendants received the February 26, 2021, Notice and Core received the August 9, 2021,  
12 Supplemental Notice. Defendants represent that, as of the date they execute this Judgment, they are  
13 not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action  
14 related to the Listed Chemical in the Covered Products, as identified in the Notices.

### 15 **1.6 Complaint**

16 On May 17, 2021, Davia filed a Complaint in the Superior Court of the State of California for  
17 the County of Marin, Case No. CIV2101860, alleging violations by Defendants of Health and Safety  
18 Code § 25249.6 based on the alleged exposures to DEHP and DIDP in the Covered Products (the  
19 “Action”).

20 As part of, and upon execution of, this Judgment, the Parties stipulate and agree that the  
21 Complaint shall and will be amended to include the recitals, and allegations against Core, relating  
22 to the Listed Chemicals in the Covered Products as further identified in the August 9, 2021,  
23 Supplemental 60-Day Notice, and that such First Amended Complaint (“FAC”) will be filed with  
24 the Court.

25 The Parties agree that this FAC shall be presented for approval to the Court as part of and in  
26 conjunction with the motion to approve this Judgment. Core agrees that inclusion of the FAC in the  
27 motion to approve settlement and approve the FAC shall be deemed service of the FAC on Core,  
28 which service is accepted by them. Core stipulates to waive any further response to such FAC,

1 stipulates that the FAC shall be deemed at issue as to each such defendant upon approval of the  
2 settlement and stipulates that Core's initial Answer shall also constitute their response to the FAC.

### 3 **1.7 No Admission**

4 This Judgment resolves claims that are denied and disputed by Defendants. The Parties  
5 enter into this Judgment pursuant to a full, final and binding settlement of any and all claims  
6 between the Parties for the purpose of avoiding prolonged litigation. Defendants deny the material  
7 factual and legal allegations contained in the Notice, maintain that they did not knowingly or  
8 intentionally expose California consumers to the Listed Chemical through the reasonably  
9 foreseeable use of the Covered Products (defined hereafter) and further contend that all Covered  
10 Products they have manufactured, distributed and/or sold in California have been and are in  
11 compliance with all applicable laws. Nothing in this Judgment shall be construed as an admission  
12 by Defendants of any fact, finding, issue of law, or violation of law, nor shall compliance with this  
13 Judgment constitute or be construed as an admission by Defendants of any fact, finding, conclusion,  
14 issue of law, or violation of law, all of which are specifically denied by Defendants. However,  
15 notwithstanding the foregoing, this section shall not diminish or otherwise affect Defendants'  
16 obligations, responsibilities, and duties under this Judgment.

### 17 **1.8 Consent to Jurisdiction**

18 For purposes of this Judgment only, the Parties stipulate that the Marin County Superior  
19 Court has jurisdiction over Defendants as to the allegations in the Notice received from Davia, and  
20 this Judgment, that venue is proper in County of Marin, and that the Marin County Superior Court  
21 has jurisdiction over the Parties in any action to enforce the provisions of this Judgment.

## 22 **2. DEFINITIONS**

23 **2.1** The term "Product" or "Covered Product" shall mean all Core branded cervical  
24 traction products and replacement parts with vinyl components. Examples of these Covered  
25 Products, for illustration only and not intended to be limiting or exhaustive, include all Core  
26 Cervical Traction Replacement Water Bag (PRO-988, PRO-995), Core Traction Kit with Neck Roll  
27  
28

(PRO-993), Core Traction Kit with Soothe-A-Ciser (PRO-994) and Core Overhead Traction System (PRO-990) products.

**2.2** The term “Phthalate Free” Covered Product shall mean that each vinyl component of each Covered Product contains less than or equal to 1,000 parts per million (“ppm”) of each di(2-ethylhexyl) phthalate (“DEHP”), dibutyl phthalate (“DBP”), diisononyl phthalate (“DINP”), diisodecyl phthalate (“DIDP”), di-n-hexyl phthalate (“DnHP”) and butyl benzyl phthalate (“BBP”) as determined test results using Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C.

**2.3** “California Customer(s)” shall mean any customer or Covered Product recipient with a ship to or billing address in California or any national retail customer who Core reasonably understands to have a retail outlet in California or sell to customers located in California.

**2.4** “Effective Date” shall mean January 31, 2022.

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

#### **3.1 Product Reformulation Commitment**

**3.1.1** No later than the Effective Date, Core shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to any then-current vendor of any Covered Product and instruct such entity not to provide any Covered Product that does not meet the Phthalate Free concentration standards of Section 2.2. Core shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years after the Effective Date and shall certify to Davia under penalty of perjury that the requirements of this provision have been satisfied upon Davia’s Demand, not to exceed once every twelve (12) months.

**3.1.2** After the Effective Date, Core shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to any New Vendor of any Covered Product and instruct such entity not to provide any Covered Product that does not meet the Phthalate Free concentration standards of Section 2.2. “New Vendor” means any vendor of Covered Products from whom Core was not obtaining Covered Products as of the Effective Date. Prior to purchase and acquisition of any Covered Product from any New Vendor, Core shall obtain written confirmation and/or laboratory test result from the New Vendor demonstrating compliance with the Phthalate Free phthalate




1 concentration standard for any Covered Product. For two (2) years after the Effective Date, for every  
2 Covered Product Core manufactures, causes to be manufactured, orders, causes to be ordered or  
3 otherwise obtains from a New Vendor, Core shall maintain copies of all testing of such products  
4 demonstrating compliance with this section, shall maintain copies of all vendor correspondence  
5 relating to the Phthalate Free concentration standards and shall certify to Davia under penalty of  
6 perjury that the requirements of this provision have been satisfied upon Davia's demand, not to  
7 exceed once every twelve (12) months.

8 **3.1.3** As of the Effective Date, Core shall not purchase or otherwise obtain any Covered  
9 Product that is not Phthalate Free. For every Covered Product Core purchases or otherwise obtains  
10 after October 1, 2021, Core shall, for a period of two (2) years after placing the order, maintain copies  
11 of all testing of such products demonstrating compliance with this section, shall maintain copies of  
12 all vendor correspondence relating to the Phthalate Free concentration standards of Section 2.2 and  
13 shall certify to Davia under penalty of perjury that the requirements of this provision have been  
14 satisfied upon Davia's Demand, not to exceed once every twelve (12) months.


15 **3.2 Previously Distributed Covered Products.**

16 **3.2.1** Customer Notification - No later than the Effective Date, Core shall send a letter,  
17 electronic or otherwise ("Notification Letter") to: (1) each retailer or distributor in California to  
18 which Core, after February 1, 2020, supplied any Covered Product, and (2) any other retailer or  
19 distributor that serves California Customers and that Core reasonably understands or believes has  
20 any inventory of Covered Products for sale in California. The Notification Letter shall advise the  
21 recipient that Covered Products "contain DEHP and DIDP, chemicals known to the State of  
22 California to cause cancer, birth defect or other reproductive harm". The Notification letter shall  
23 inform the recipient apply a Proposition 65 warning label to each Covered Product or its immediate  
24 packaging, which label shall contain one of the following warnings, before it is sold in the California  
25 market or to a California customer:


26  
27  **WARNING:** This product can expose you to  
28 chemicals, including DEHP and DIDP, which are  
known to the State of California to birth defects or

1 other reproductive harm. For more information go  
2 to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov);

3 or

4  **WARNING:** This product can expose you to  
5 chemicals that are known to the State of California  
6 to cause birth defects or other reproductive harm.  
For more information go to  
7 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov);

8 or

9  **WARNING:** Cancer and Reproductive Harm -  
10 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

11 The Notification Letter shall be sent with return receipt requested. The Notification Letter shall  
12 request written confirmation from the recipient, within 30 days of receipt, that all such inventory for  
13 California sale has been, or will be, labelled with the warning language identified in this section.


14 **3.2.2** Core shall maintain records of compliance correspondence, inventory reports or other  
15 communication confirming compliance with § 3.2.1 for two (2) years from the Effective Date and  
16 shall certify to Davia under penalty of perjury that the requirements of this provision have been  
17 satisfied upon Davia's Demand, not to exceed once every twelve (12) months.

### 18 **3.3 Existing Inventory Product Labels**

19 For any Covered Products obtained by Defendants before September 1, 2021, and remaining  
20 in their inventory, Defendants shall not sell or ship any of such Covered Product to a California  
21 Customer unless Defendants either have confirmation that the product meets the Phthalate Free  
22 requirements of Section 2.2 or Defendants have complied with all warning requirements set forth in  
23 Section 3.3.1.


#### 24 **3.3.1 Covered Product Label.**

25 For all remaining inventory of Covered Products that are not Phthalate Free Defendants  
26 shall affix a label to the Covered Product or its immediate packaging that states:

27  **WARNING:** This product can expose you  
28 to chemicals, including DEHP and DIDP, that

are known to the State of California to birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov);

or

 **WARNING:** This product can expose you to chemicals that are known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov);


or

 **WARNING:** Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

The label shall be prominently affixed 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.

### **3.3.2 Internet Website Warning.**

After the Effective Date, a warning must be given on an e-commerce or other website owned or operated by or for any of Defendants in conjunction with the advertisement, marketing, sale or offer of sale of any Covered Product. A warning will satisfy this requirement if 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. One of the following warning statements 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 can expose you to chemicals, including DEHP and DIDP, that are known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov);

or

**⚠️WARNING:** This product can expose you to chemicals that are known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

or, only in such instances as a Covered Product is, itself, labelled with a warning pursuant to Section 3.3,

**⚠️WARNING:** Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

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

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

As a condition of settlement of all the claims referred to in this Judgment, Core shall cause to be paid a total of \$2,200 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d).

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

For purposes of the penalty assessment under this Judgment, Davia is relying entirely upon Defendants and their counsel for accurate, good faith reporting to Davia of the nature and amounts of sales activity of the Covered Products during the relevant period. If within nine (9) months of the Effective Date, Davia discovers and presents to Core evidence that during the relevant period the Covered Products have been sold to retailers or California consumers by Core in sales volumes materially different (more than 25%) than those identified by Defendants prior to execution of this Judgment, then Core shall be liable for an additional penalty amount of \$10,000.00. Defendants shall also pay reasonable, additional attorney fees expended by Davia in discovering such additional sales and reporting them to Core in accordance with this section. Davia agrees to provide Core with a written demand for such additional penalties and attorney fees under this Section. After service of such demand, Core shall have thirty (30) days to pay the additional civil penalties amount demanded or negotiate with Davia as to an agreed amount of fees and penalties to be paid in accordance with the method of payment of penalties and fees identified in Section 4.4. Should the parties dispute whether Davia has provided appropriate evidence of “sales volumes materially

different (more than 25%) than those identified by Core prior to execution of this Judgment”, then the parties shall have the issue decided by a mutually agreed upon Mediator, each side to bear its own costs of the mediation. Should mediation not be successful in resolving the matter then, within thirty (30) days of the mediation, Davia shall be entitled to file an action for breach of this Judgment in which the sole issues for resolution by the Court shall be: (1) whether during the relevant period Covered Products were sold to retailers or California consumers by Core in sales volumes materially different (more than 25%) than those identified by Core prior to execution of this Judgment; and (2) if the Court finds in favor of Davia on issue no. 1, the amount of legal fees, if any, Davia is entitled to recover for discovering the additional sales and reporting them to Core in accordance with this section. In any action brought in court following mediation under this Section 4.2, the prevailing party shall be entitled to recover its attorney’s and other fees and costs incurred following mediation.

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

The Parties acknowledge that Davia and her counsel refused to consider any reimbursement of plaintiff’s fees or costs until all other terms of the settlement were reached. The Parties then reached an accord on the reimbursement due to Davia and compensation of her counsel under general contract principles and consistent with the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5. Under these principles, Core shall reimburse plaintiff the amount of \$39,000 for fees and costs incurred investigating and negotiating a resolution of this matter. Such payment shall be made payable to “Sheffer Law Firm”.

#### **4.4 Payment Procedures**

No later than fifteen (15) days after execution of this Judgment, Core shall deliver all settlement payment funds required by this Judgment to its counsel. Within one (1) week of receipt of the settlement funds, Core’s counsel shall confirm receipt in writing to plaintiff’s counsel and, thereafter, hold Core’s settlement payment checks or payment(s) until such time as the Court approves this settlement as contemplated by Section 6. Within five (5) business days of the date plaintiff provides electronic mail notice to counsel for Defendants that the Court has approved this settlement, Core’s counsel shall deliver the settlement payments to plaintiff’s counsel as follows:

a civil penalty check payable to “OEHHHA” (Memo line “Prop 65 Penalties, 2021-00477”), in

1 the amount of \$1,650;

2 a civil penalty check payable to "Susan Davia" (Memo line "Prop 65 Penalties, 2021-00477")  
3 in the amount of \$550; and

4 an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (Memo line  
5 "2021-00477") in the amount of \$39,000.

6 All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be delivered  
7 to plaintiff's counsel at the following address:

8 Sheffer Law Firm  
9 Attn: Proposition 65 Controller  
232 E. Blithedale Avenue, Suite 210  
10 Mill Valley, CA 94941

11 All Section 4.2 civil penalty and attorney fee/cost payments, if any, shall be delivered to  
12 plaintiff's counsel at the following address on or before the date agreed upon pursuant to that section  
13 or as ordered by the Court:

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

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

19 **4.5 Issuance of 1099 Forms**

20 After this Judgment has been executed and funds have been transmitted to Davia's counsel  
21 at the address set forth in Section 4.4., Core shall cause three separate 1099 forms to be issued, as  
22 follows:

23 (a) The first 1099 shall be issued to the Office of Environmental Health Hazard  
24 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid  
25 pursuant to Sections 4.1 and 4.2 (if any);

26 (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1  
27 and 4.2 (if any), whose address and tax identification number shall be provided to Core upon  
28

1 request; and

2 (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the  
3 amount paid pursuant to Section 4.3 and 4.2 (if any).

4 **5. RELEASES**

5 **5.1 DAVIA'S RELEASE OF DEFENDANTS**

6 5.1.1 This Judgment is a full, final and binding resolution between, on the one hand,  
7 Davia on her own behalf, and on behalf of her attorneys, and also in the public interest (collectively,  
8 the "Davia Releasers") and, on the other hand, Defendants and their respective officers, directors,  
9 shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, customers  
10 and all other downstream entities in the distribution chain of any Covered Product, and the  
11 predecessors, successors, and assigns of any of them (collectively, "Released Parties"). Except as  
12 otherwise provided herein, the Davia Releasers hereby fully release and discharge the released  
13 parties from any and all Proposition 65 claims, actions, causes of action, suits, demands, liabilities,  
14 damages, penalties, fees, costs, and expenses asserted based upon Davia's notices regarding the sale  
15 of the Covered Products up to the Effective Date (collectively, the "Released Claims")

16 5.1.2 Davia also provides a general release and waiver which shall be effective as a full and  
17 final accord and satisfaction, and as a bar to all claims, actions and causes of action, of any nature,  
18 character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter  
19 of the Notice and the Covered Products to the extent sold or distributed by Defendants prior to the  
20 Effective Date, and for all actions taken and statements made (or that could have been taken or  
21 made) by Defendants and their attorneys and other representatives in connection with negotiating  
22 this Judgment. Davia acknowledges that she is familiar with section 1542 of the California Civil  
23 Code, which provides as follows:

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

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

8 This Section 5 release shall not release any obligations created by or set forth in this  
9 Judgment. The Parties further understand and agree that this Section 5 release shall not extend  
10 upstream to any entities, other than Defendants, that manufactured any Covered Product or any  
11 component parts thereof, or any distributors or suppliers who sold Covered Products or any  
12 component parts thereof to Defendants.

## 13 **5.2 DEFENDANTS RELEASE OF DAVIA**

14 Defendants, on behalf of themselves and their agents, representatives, attorneys, successors,  
15 and/or assignees, hereby waive any and all claims against Davia and her attorneys and other  
16 representatives, for any and all actions taken or statements made (or those that could have been  
17 taken or made) by Davia and her attorneys and other representatives arising out of the subject matter  
18 of the Notice and the Covered Products, whether in the course of investigating claims in this matter,  
19 otherwise seeking to enforce Proposition 65 against Defendants and Releasees in this matter, or  
20 negotiating this Judgment. Defendants acknowledge that it is familiar with Section 1542 of the  
21 California Civil Code, which provides as follows:

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

Defendants expressly waive and relinquishes all rights and benefits which they may have  
under, or which may be conferred on it by the provisions of Section 1542 of the California Civil Code



1 as well as under any other state or federal statute or common law principle of similar effect, to the  
2 fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters  
3 identified in this Section 5.2. In furtherance of such intention, the release hereby given shall be and  
4 remain in effect as a full and complete release notwithstanding the discovery or existence of any  
5 such additional or different claims or facts arising out of the released matters.  
6

7 This Section 5 release shall not release any obligations created by or set forth in this  
8 Judgment.

## 9 **6. COURT APPROVAL**

10 This Judgment is effective upon execution but must also be approved by the Court. If the  
11 Court does not approve this Judgment in its entirety, the Parties shall meet and confer to determine  
12 whether to modify the terms of the Judgment and to resubmit it for approval. In meeting and  
13 conferring, the Parties agree to negotiate in good faith to reach agreement on any actions reasonably  
14 necessary to amend and/or modify this Judgment in order to further the mutual intention of the  
15 Parties in entering into this Judgment. The Judgment shall become null and void if, for any reason,  
16 it is not approved and entered by the Court, as it is executed, within one year after it has been fully  
17 executed by all Parties. The Parties agree that, upon Court approval, a Court judgment shall be  
18 entered on the terms of this Judgment.

## 19 **7. SEVERABILITY**

20 If any of the provisions of this Judgment are found by a court to be unenforceable, the validity of  
21 other provisions of this Judgment, upon express consent of all Parties, shall not be affected and shall  
22 remain in full force and effect.

## 23 **8. GOVERNING LAW**

24 The terms of this Judgment shall be governed by the laws of the State of California. Compliance  
25 with it shall be deemed compliance with Proposition 65 and its implementing regulations with  
26 respect the Phthalates identified in 2.2 in the Covered Products.  
27  
28

1     **9.     NOTICES**

2     When any Party is entitled to receive any notice under this Judgment, the notice shall be sent by  
3     FedEx (or other tracked delivery service) or electronic mail to the following:

4     **For Defendants:**

5             Robert Cooper, President  
6             Core Products International, Inc.  
7             808 Prospect Avenue  
              Osceola, WI 54020

8             Luke Massery, President  
9             Scrip, Inc.  
10            Allegro Medical Supplies, Inc., AllegroMedical.com  
              360 Veterans Parkway, Suite 115  
              Bolingbrook, IL 60440-4607

11    **For Defendants' Counsel:**

12            Bao M. Vu  
13            Stoel Rives LLP  
14            Three Embarcadero Center, Suite 1120  
15            San Francisco, CA 95411  
              bao.vu@stoel.com

16    **For Davia:**

17            Proposition 65 Coordinator  
18            Sheffer Law Firm  
19            232 E. Blithedale Avenue, Suite 210  
              Mill Valley, CA 94941

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

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

23            Davia agrees to comply with the reporting form requirements of California Health & Safety  
24    Code §25249.7(f).

25    **11.    MODIFICATION**

26            This Judgment may be modified only by written agreement of the Parties or court order.  
27  
28

1 **12. ENTIRE AGREEMENT**

2 This Judgment contains the sole and entire agreement and understanding of the Parties with  
3 respect to the entire subject matter hereof, and all prior discussions, negotiations, commitments, and  
4 understandings related hereto. No representations, oral or otherwise, express or implied, other than  
5 those contained herein have been made or relied on by any Party hereto (other than the sales figures  
6 provided to Davia). No other agreements not specifically referred to herein, oral or otherwise, shall  
7 be deemed to exist or to bind any of the Parties. No supplementation, modification, waiver, or  
8 termination of this Judgment shall be binding unless executed in writing by the Party to be bound.  
9 No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver  
10 of any of the other provisions whether or not similar, nor shall such waiver constitute a continuing  
11 waiver.

12 **13. ATTORNEY'S FEES**

13 **13.1** In any dispute concerning any matter related to this Judgment, the prevailing Party  
14 shall be entitled to recover its costs and expenses, including attorneys' fees and costs. Except as  
15 otherwise specifically provided herein, each Party shall bear its own costs and attorney's fees in  
16 connection with the Notice. Nothing in this Section shall preclude a Party from seeking an award  
17 of sanctions pursuant to law.

18 **14. NEUTRAL CONSTRUCTION**

19 Both Parties and their counsel have participated in the preparation of this Judgment and this  
20 Judgment is the result of the joint efforts of the Parties. This Judgment was subject to revision and  
21 modification by the Parties and has been accepted and approved as to its final form by each of the  
22 Parties. Accordingly, any uncertainty or ambiguity existing in this Judgment shall not be interpreted  
23 against any Party as a result of the manner of the preparation of this Judgment. Each Party to this  
24 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
25 resolved against the drafting Party should not be employed in the interpretation of this Judgment  
26 and, in this regard, the Parties hereby waive California Civil Code Section 1654. The Parties further  
27 agree that the section headings are for convenience only and shall not affect interpretation of this  
28 Judgment.

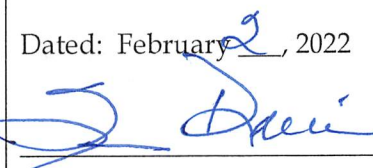
15. COUNTERPARTS, FACSIMILE SIGNATURES

This Judgment 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. Signatures by scanned and e-mailed image or facsimile transmission shall have the same force and effect as original signatures and as an electronic record executed and adopted by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1 *et seq.*

16. AUTHORIZATION

Each of the persons signing this agreement represents and warrants that he or she is authorized and has the capacity to execute this Judgment on behalf of the respective Party and has read, understood, and agrees to all the terms and conditions of this Judgment on behalf of such Party.

IT IS SO AGREED

Dated: February __, 2022  _____ Robert Cooper, President Core Products International, Inc.	Dated: February __, 2022  _____ Luke Massery, President Scrip, Inc. Allegro Medical Supplies, Inc., AllegroMedical.com
Dated: February <u>2</u> , 2022  _____ Susan Davia	

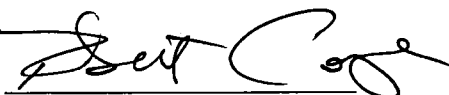
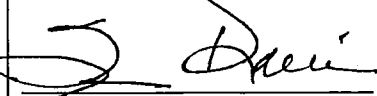
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16. AUTHORIZATION

Each of the persons signing this agreement represents and warrants that he or she is authorized and has the capacity to execute this Judgment on behalf of the respective Party and has read, understood, and agrees to all the terms and conditions of this Judgment on behalf of such Party.

IT IS SO AGREED

<p>Dated: February <u>14</u>, 2022</p> <p></p> <p>Robert Cooper, President Core Products International, Inc.</p>	<p>Dated: February __, 2022</p> <p>_____</p> <p>Luke Massery, President Scrip, Inc. Allegro Medical Supplies, Inc., AllegroMedical.com</p>
<p>Dated: February <u>2</u>, 2022</p> <p></p> <p>Susan Davia</p>	

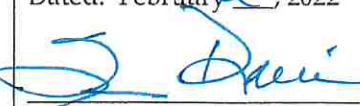
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11 read, understood, and agrees to all the terms and conditions of this Judgment on behalf of such  
12 Party.

13 **IT IS SO AGREED**

<p>15 Dated: February __, 2022</p> <p>16</p> <p>17 _____</p> <p>18 Robert Cooper, President Core Products International, Inc.</p>	<p>15 Dated: February 8, 2022</p> <p>16</p> <p>17 </p> <p>18 Luke Massery, President Scrip, Inc. Allegro Medical Supplies, Inc., AllegroMedical.com</p>
<p>21 Dated: February 2, 2022</p> <p>22 </p> <p>23</p> <p>24 Susan Davia</p>	