

1 Gregory M. Sheffer, State Bar No. 173124  
SHEFFER LAW FIRM  
2 232 E. Blithedale Ave., Suite 210  
Mill Valley, CA 94941  
3 Telephone: 415.388.0911

4 Attorneys for Plaintiff  
5 SUSAN DAVIA

**FILED**  
Superior Court of California  
County of Marin  
**10/08/2024**  
James M. Kim, Clerk of the Court  
P. Okubo, Deputy

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF MARIN  
10 UNLIMITED CIVIL JURISDICTION  
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12 SUSAN DAVIA,  
13 Plaintiff,  
14 v.  
15 GREAT NUMBER ONE, LLC, IT'SUGAR, LLC  
16 and DOES 1-150,  
17 Defendants.

Case No. CIV2202590

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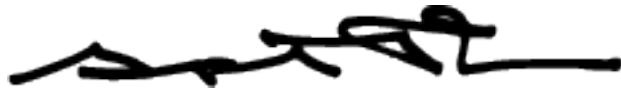
**JUDGMENT ON PROPOSITION 65  
SETTLEMENT**

Action Filed: August 17, 2022  
Trial Date: None Assigned

1 In the above-entitled action, plaintiff Susan Davia and defendant Great Number One, LLC,  
2 having agreed through their respective counsel that a judgment be entered pursuant to the terms of  
3 the Consent to Judgment settlement agreement entered into by the parties in resolution of this  
4 Proposition 65 action, and following the issuance of an order approving the Parties' Settlement  
5 Agreement on this day, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to  
6 Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby  
7 entered in accordance with the terms of the proposed Consent Judgment attached hereto as Exhibit  
8 A.

9 **IT IS SO ORDERED.**

10 Dated: 10/08/2024



11 Honorable Stephen Freccero  
12 Judge of the Superior Court  
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# EXHIBIT A

1 Gregory M. Sheffer, Esq., State Bar No. 173124  
SHEFFER LAW FIRM  
2 232 E. Blithedale Ave., Suite 210  
Mill Valley, CA 94941  
3 Telephone: (415) 388-0911

4 Attorneys for Plaintiff  
SUSAN DAVIA

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

11 SUSAN DAVIA,

12 Plaintiff,

13 v.

14 GREAT NUMBER ONE, LLC, IT'SUGAR, LLC  
15 and DOES 1-150,

16 Defendants.

Case No. CIV 2202590

**CONSENT TO JUDGMENT SETTLEMENT  
AGREEMENT**

Action Filed: August 17, 2022

Trial Date: None Assigned

1       **1. INTRODUCTION**

2               **1.1 The Parties**

3               This consent to judgment settlement agreement (“Agreement” or “Settlement Agreement”)  
4 is entered into by and between plaintiff Susan Davia (“Davia”) and defendant Great Number One,  
5 LLC (“GNO” or “Defendant”), with Davia and GNO each referred to as a “Party” and collectively  
6 referred to as the “Parties.”

7               **1.2 Davia**

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

11               **1.3 GNO**

12               GNO is a Limited Liability Company which conducted business in California that is subject  
13 to this matter. For purposes of this Agreement only, GNO does not contest that it is a person in  
14 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”).

15               **1.4 General Allegations**

16               Davia alleges that GNO is responsible for the manufacture, distribution and/or sale of  
17 novelty pillow products with vinyl pouch windows (“Covered Products”) that are alleged to  
18 expose users to diisononyl phthalate (“DINP”) without first providing “clear and reasonable  
19 warning” under Proposition 65. Pursuant to Proposition 65, DINP is listed as a carcinogen. DINP  
20 shall be referred to hereinafter as the “Listed Chemical.”

21               **1.5 Notice of Violation**

22               On May 16, 2022, Davia served GNO and defendant It’Sugar, LLC and various public  
23 enforcement agencies with a document entitled “60-Day Notice of Violation” that provided public  
24 enforcers and the noticed entities with notice of alleged violations of Health & Safety Code §  
25 25249.6 for failing to warn consumers of the presence of DINP found in Covered Products sold in  
26 California (AG Notice 2022-00968). This May 16, 2022, Notice of Violation shall hereafter be  
referred to as “Notice.” The Parties represent that, as of the date of execution of this Agreement,

1 they are not aware of any public enforcer that is diligently prosecuting a Proposition 65  
2 enforcement action related to DINP in the Covered Products as identified in the Notice.

3 **1.6 Complaint**

4 On August 17, 2022, Davia filed a Complaint in the Superior Court of the State of California  
5 for the County of Marin, Case No. CIV2202590, against GNO and It'Sugar, LLC, alleging violations  
6 by defendants of Health and Safety Code § 25249.6 based on the alleged exposures to DINP in the  
7 subject Covered Products (the "Action").

8 **1.7 No Admission**

9 This Agreement resolves claims that are denied and disputed by GNO. The Parties enter  
10 into this Agreement pursuant to a full and final settlement of any and all claims between the  
11 Parties for the purpose of avoiding prolonged litigation. GNO denies the material factual and  
12 legal allegations contained in the Notice, claims that it did not knowingly or intentionally expose  
13 California consumers to the Listed Chemical through the reasonably foreseeable use of the  
14 Covered Products and otherwise contends that all Covered Products it has manufactured,  
15 distributed and/or sold in California have been and are in compliance with all applicable laws and  
16 regulations, including Proposition 65. GNO also alleges that it possesses independent, third-party  
17 test reports, predating the Notice and action, that indicate that DINP was not detected in a  
18 submitted Covered Product sample. Nothing in this Agreement shall be construed as an  
19 admission by GNO of any fact, finding, issue of law, or violation of law, nor shall compliance with  
20 this Agreement constitute or be construed as an admission by GNO of any fact, finding,  
21 conclusion, issue of law, or violation of law, such being specifically denied by GNO. However,  
22 notwithstanding the foregoing, this section shall not diminish or otherwise affect GNO's  
23 obligations, responsibilities, and duties under this Agreement.

24 **1.8 Consent to Jurisdiction**

25 For purposes of this Agreement only, the Parties stipulate that the Marin County Superior  
26 Court has jurisdiction over GNO as to this Agreement, that venue for any action to enforce this  
Agreement is proper in County of Marin, that this Agreement shall be construed as made pursuant  
to Code of Civil Procedure Section 664.6 and the Marin County Superior Court shall be considered

1 to have jurisdiction to enforce the provisions of this Agreement until performance in full of the  
2 terms of the settlement.

3 **2. DEFINITIONS**

4 **2.1** "Covered Products" shall mean all novelty pillow products with vinyl pouch  
5 windows distributed by GNO to any California Customer, including, but not limited to, Nerds  
6 Package Pillow (Strawberry 7 Lime, 8 10037 82184 0, ITS10741).

7 **2.2** "Phthalate Free" Covered Products shall mean any accessible component of any  
8 Covered Product contains less than or equal to 1,000 parts per million ("ppm") of id(2-  
9 ethylhexyl)phthalate ("DEHP"), DINP, di-n-butyl phthalate ("DBP"), di-isodecyl phthalate  
10 ("DIDP"), di-n-hexyl phthalate ("DnHP") and butyl benzyl phthalate ("BBP") as determined by a  
11 minimum of duplicate quality controlled test results using Environmental Protection Agency  
12 ("EPA") testing methodologies 3580A and 8270C or equivalent methodologies utilized by federal  
13 or state agencies to determine the presence and measure the quantity of phthalates in solid  
14 substances.

15 **2.3** "California Customer" means any direct customer of GNO with a California ship  
16 to or billing address or any retail customer who GNO reasonably believes sells Covered Products  
17 in or into California.

18 **2.4** "Effective Date" shall mean August 1, 2024.

19 **3. INJUNCTIVE-TYPE RELIEF**

20 **3.1 Products No Longer in GNO's Control**

21 No later than the Effective Date, GNO shall send a letter, electronic or otherwise  
22 ("Notification Letter") to the manager for any entity to which GNO has distributed or sold  
23 Covered Products since May 16, 2021, and which entity GNO reasonably believes continues to  
24 maintain any inventory of Covered Products. The Notification Letter shall advise the recipient  
25 that Covered Products "have been tested for the presence of phthalates and found to contain  
26 DINP, a chemical known to the State of California to cause cancer," and request that the recipient  
either pull all Covered Products from retail or ecommerce store displays and return its entire  
inventory of Covered Products to GNO or label the Covered Products remaining in inventory for

1 sale in or to California with a label that complies with Section 3.3. The Notification Letter shall  
2 request a response from the recipient within 15 days, confirming that the letter was received.  
3 GNO shall maintain records of all correspondence or other communications generated pursuant to  
4 this Section for two years after the Effective Date and shall promptly produce copies of such  
5 records upon Davia's written request.

### 6 **3.2 Product Reformulation Commitment**

7 **3.2.1** No later than the Effective Date, GNO shall provide the Phthalate Free  
8 concentration standards of Section 2.2 to their then-current vendors or manufacturers of any  
9 Covered Products and instruct such entities not to incorporate any raw or component materials  
10 that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered  
11 Products or to supply any Covered Products to GNO that is not Phthalate Free. For a period of  
12 two years after the Effective Date, GNO shall maintain copies of all vendor correspondence  
13 relating to the Phthalate Free concentration standards and shall produce such copies to Davia  
14 within fifteen (15) days of receipt of written request from Davia, which request may be made no  
15 more than one time per calendar year.

16 **3.2.2** For a period of one year after the Effective Date, GNO shall provide the Phthalate  
17 Free concentration standards of Section 2.2 to any new vendors or manufacturers of any Covered  
18 Products and instruct such entities not to incorporate any raw or component materials that do not  
19 meet the Phthalate Free concentration standards of Section 2.2 into any Covered Products. For a  
20 period of one year after the Effective Date, Prior to purchase and acquisition of any Covered  
21 Products from any new vendor, for a period of one year after the Effective Date, GNO shall obtain  
22 a written confirmation and accompanying laboratory test result from the new vendor  
23 demonstrating compliance with the Phthalate Free concentration standard in all materials  
24 comprising the Covered Product. For every Covered Product GNO manufactures, causes to be  
25 manufactured, orders, causes to be ordered or otherwise obtains from a new vendor after the  
26 Effective Date, such entity shall maintain copies of all testing of such products demonstrating  
compliance with this section, shall maintain copies of all vendor correspondence relating to the  
Phthalate Free concentration standards for two (2) years from the Effective Date and shall produce



1 such copies to Davia within fifteen (15) business days of receipt of written request from Davia,  
2 which request may be made no more than one time per calendar year.


3 **3.2.3** As of May 1, 2024, GNO shall not manufacture, cause to be manufactured, purchase  
4 or otherwise obtain any Covered Products unless such Covered Product meets the Phthalate Free  
5 concentration standards of this Agreement.

### 6 **3.3 Interim Covered Product Warnings**


7 **3.3.1** For any inventory of Covered Products obtained by GNO prior to May 1, 2024, that  
8 is not confirmed to be Phthalate Free and contains only phthalate DINP, GNO shall not distribute,  
9 sell or ship, or cause to be distributed, sold or shipped, any such Covered Products to a California  
10 Customer unless such Covered Products are shipped with product package label as set forth  
11 hereafter.

12 Each such warning utilized by GNO for any Covered Products shall be prominently placed  
13 either on the product, its labeling or its packaging with such conspicuousness as compared with  
14 other words, statements, designs, or devices as to render it likely to be read and understood by an  
15 ordinary individual under customary conditions *before* purchase or use.

16 Each warning shall either be printed directly on the Covered Products, consumer  
17 packaging or shall be affixed to the consumer packaging. Each warning shall include the yellow  
18 triangle, unless the package does not including the color yellow in which the warning symbol may  
19 be in black and white, with an internal exclamation point and state:

20  **WARNING:** The vinyl materials of this product can  
21 expose you to [chemicals including] diisononyl phthalate  
22 (DINP), which is [are] known to the State of California to  
23 cause cancer. For more information go to  
24 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

25 or

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

Where a label used to provide a warning under this section includes consumer information  
in a language other than English, the warning in this section must also be provided in that  
language in addition to English.

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### 3.4 Internet Ecommerce Covered Product Warnings

A warning must be given in conjunction with the sale, or offer of sale, by GNO of any Covered Products not confirmed by GNO to be Phthalate Free via any ecommerce website owned, operated, managed or controlled by, or for the direct benefit of, GNO. A warning will satisfy this requirement if it appears either: (a) on the same web page on which a Covered Products are displayed; (b) on the same web page as the order form for a Covered Products; (c) on the same page as the price for any Covered Products; 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 Products for which it is given, or through a hyperlink using the word “WARNING”, in the same type size or larger than the Covered Product description text:

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**⚠WARNING:** This product can expose you to [chemicals including] diisononyl phthalate (DINP), which is [are] known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

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Alternatively, the following “short form” warning may be used on the ecommerce website, but only if the same warning language also appears on the product label or consumer packaging of the Covered Products.

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

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Where an ecommerce product description includes consumer information in a language other than English, the warning in this section must also be provided in that language in addition to English.

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**3.5** If Davia alleges that any Covered Product fails to comply with Section 3 of this Consent Judgment, then Davia shall inform GNO in writing in a reasonably prompt manner, including information sufficient to permit GNO to identify the Covered Product(s) at issue and third-party test reports. GNO shall, within thirty (30) days following such notice, provide Davia with information including, if applicable, third-party test reports demonstrating GNO’s compliance

1 with the Consent Judgment. Davia agrees not to take any further action if GNO provides  
2 information demonstrating GNO's compliance, and the matter shall be deemed resolved.

### 3 **3.5 Sell-Through Period**

4 Notwithstanding anything else in this Consent Judgment, Covered Products that are  
5 manufactured, packaged, or put into commerce before the Effective Date shall be subject to the  
6 release of liability pursuant to this Consent Judgment, without regard to when such Covered  
7 Products were, or are in the future, distributed or sold to customers.

## 8 **4. MONETARY PAYMENTS**

### 9 **4.1 Civil Penalty**

10 As a condition of settlement of all the claims referred to in this agreement, GNO shall pay a  
11 total of \$2,600 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1)  
12 & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard  
13 Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Davia.

### 14 **4.2 Augmentation of Penalty Payments**

15 For purposes of the penalty assessment under this Agreement, Davia is relying entirely  
16 upon GNO for accurate, good faith reporting to Davia of the nature and amounts of relevant sales  
17 activity. If within nine (9) months of the Effective Date, Davia discovers and presents evidence to  
18 counsel for GNO that the Covered Products have been distributed in California in sales volumes  
19 materially different (more than 25%) than those identified by GNO prior to execution of this  
20 Agreement, and GNO does not provide Davia with competent and credible evidence to dispute this  
21 claim, then GNO shall be liable for an additional penalty amount of \$10,000.00. Davia agrees to  
22 provide counsel for GNO with a written demand for all such additional penalties and attorney fees  
23 under this Section. After service of such demand, GNO shall have thirty (30) days to either present  
24 evidence to counter this claim or to agree to the amount of fees and penalties owing by GNO and  
25 submit such payment to Davia in accordance with the method of payment of penalties and fees  
26 identified in Section 4.1 and 4.4. Should this thirty (30) day period pass without any such  
resolution between the parties and payment of such additional penalties and fees, Davia shall be  
entitled to file a formal legal claim for the additional civil penalties pursuant to this Section and the

1 prevailing party to such action shall be entitled to all reasonable attorney fees and costs relating to  
2 such claim.

3 **4.3 Reimbursement of Davia's Fees and Costs**

4 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without  
5 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
6 issue to be resolved after the material terms of the agreement had been settled. The Parties then  
7 attempted to (and did) reach an accord on the compensation due to Davia and her counsel under  
8 general contract principles and the private attorney general doctrine codified at California Code of  
9 Civil Procedure section 1021.5, for all work performed in this matter, except fees that may be  
10 incurred on appeal. Under these legal principles, GNO shall pay Davia's counsel the amount of  
\$33,000 for fees and costs incurred investigating, litigating and enforcing this matter.

11 **4.4 Payment Procedures**

12 Within seven (7) days of the date plaintiff provides electronic mail notice to counsel for  
13 Defendants that the Court has approved this settlement, GNO, or its counsel shall deliver part of  
14 the settlement payments to Plaintiff's counsel as follows:

15 a civil penalty check payable to "OEHHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties,  
16 2022-00968"), in the amount of \$1,950;

17 a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65  
18 Penalties, 2022-00968") in the amount of \$650;

19 an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-  
20 58910, Memo line "2022-00968") in the amount of \$16,500.

21 Within thirty-seven (37) days of the date plaintiff provides electronic mail notice to counsel  
22 for Defendants that the Court has approved this settlement, GNO, or its counsel shall deliver the  
remainder of the settlement payments to Plaintiff's counsel as follows:

23 an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-  
24 58910, Memo line "2022-00968") in the amount of \$16,500.

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

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

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

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

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

13 While the obligations of this agreement are binding upon execution, the Release of GNO  
14 shall not become effective until after all monetary payments have been made by GNO and all  
15 funds have cleared.

#### 16 **4.5 Issuance of 1099 Forms**

17 After this Agreement has been executed and the settlement funds have been transmitted to  
18 Davia's counsel, GNO shall issue three separate 1099 forms, as follows:

19 (a) issued to the Office of Environmental Health Hazard Assessment, P.O. Box 4010,  
20 Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid pursuant to Sections 4.1 and  
21 4.2;

22 (b) issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2, whose address and  
23 tax identification number shall be furnished upon request; and

24 (c) issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to  
25 Section 4.2 and 4.3.

### 26 **5. RELEASES**

#### **5.1 DAVIA'S RELEASE OF GNO**

**5.1.1** Plaintiff acting on her own behalf and in the public interest releases GNO and each  
of its directors, officers, employees, attorneys, agents, parents, and subsidiaries ("Releasees") from

1 all claims for violations of Proposition 65 up through the Effective Date based on exposure to  
2 DINP from the Covered Products as set forth in the Notice of Violation. Compliance with the  
3 terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to  
4 exposures to DINP from Covered Products as set forth in the Notice of Violations.

5 **5.1.2** In exchange for the monetary and other consideration set forth herein, Davia also,  
6 in her individual capacity and on behalf of her past and current representatives, agents, attorneys,  
7 successors and/or assigns, provides a general release herein which shall be effective as a full and  
8 final accord and satisfaction, as a bar to all actions, causes of action, obligations, other costs,  
9 expenses and attorneys' fees, damages, losses, claims, liabilities and demands of Davia, of any  
10 nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject  
11 matter of the Notice as to Covered Products manufactured, distributed or sold by GNO before the  
12 Effective Date. Davia acknowledges that she is familiar with section 1542 of the California civil  
code, which provides as follows:

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

17 Davia, in her individual capacity and on behalf of her past and current representatives,  
18 agents, attorneys, successors and/or assigns expressly waives and relinquishes any and all rights  
19 and benefits that she may have under, or which may be conferred on her by the provisions of  
20 Section 1542 of the California Civil Code as well as under any other state or federal statute or  
21 common law principle of similar effect, to the fullest extent that she may lawfully waive such  
22 rights or benefits pertaining to the released matters. In furtherance of such intention, excepting  
23 Section 4.2, the release hereby given shall be and remain in effect as a full and complete release  
24 notwithstanding the discovery or existence of any such additional or different claims or facts  
arising out of the released matters.

25 This section 5.1 release shall not extend upstream to any entities, other than IT'SUGAR,  
26 that manufactured the Covered Products or any component parts thereof, or any other distributors

1 or suppliers who sold the covered products or any component parts thereof to IT'SUGAR.

2 **5.2 GNO's Release of Davia**

3 The Release by Davia is mutual. GNO , each on behalf of itself, its past and current agents,  
4 representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against  
5 Davia and her attorneys and other representatives, for any and all actions taken or statements  
6 made (or those that could have been taken or made) by Davia and her attorneys and other  
7 representatives, whether in the course of investigating claims, otherwise seeking to enforce  
8 Proposition 65 against it in this matter, or with respect to the Covered Products. GNO  
9 acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as  
10 follows:

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

17 GNO expressly waives and relinquishes any and all rights and benefits which it may have under,  
18 or which may be conferred on it by the provisions of Section 1542 of the California Civil Code as  
19 well as under any other state or federal statute or common law principle of similar effect, to the  
20 fullest extent that he may lawfully waive such rights or benefits pertaining to the released matters.

21 In furtherance of such intention, the release hereby given shall be and remain in effect as a full  
22 and complete release notwithstanding the discovery or existence of any such additional or  
23 different claims or facts arising out of the released matters.

24 **6. COURT APPROVAL**

25 This Judgment is effective upon execution but must also be approved by the Court. If the  
26 Court does not approve this Judgment in its entirety, the Parties shall meet and confer to  
determine whether to modify the terms of the Judgment and to resubmit it for approval. In  
meeting and conferring, the Parties agree to negotiate in good faith to reach agreement on any  
actions reasonably necessary to amend and/or modify this Judgment in order to further the  
mutual intention of the Parties in entering into this Judgment. The Judgment shall become null

1 and void if, for any reason, it is not approved and entered by the Court, as it is executed, within  
2 one year after it has been fully executed by all Parties. The Parties agree that, upon Court  
3 approval, a Court judgment shall be entered on the terms of this Judgment.

4 **7. SEVERABILITY**

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

9 **8. GOVERNING LAW**

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

11 **9. NOTICES**

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

14 For GNO:

15 Kim Sandell (SB# 252321)  
16 Kim.Sandell@ThompsonHine.com  
17 Thompson Hine LLP

18 For Davia to:

19 Proposition 65 Coordinator  
20 SHEFFER LAW FIRM  
21 232 E. Blithedale Ave., Suite 210  
22 Mill Valley, CA 94941  
23 gregs@sheffer-law.net

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

26 **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).

**11. MODIFICATION**

This Agreement may be modified only by written agreement of the Parties.



1       **12. ENTIRE AGREEMENT**

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

11       **13. ATTORNEY’S FEES**

12           **13.1**       Should either Party prevail on any motion, application for order to show cause or  
13 other proceeding to enforce a violation of this Agreement, including a failure to timely deliver  
14 consideration under this Agreement, that Party shall be entitled to its reasonable attorney fees and  
15 costs incurred as a result of such motion, order or application, consistent with C.C.P. §§ 1021 and  
16 1021.5.

17           **13.2**       Except as otherwise specifically provided herein, each Party shall bear its own  
18 costs and attorney’s fees in connection with the Notice.

19           **13.3**       Nothing in this Section shall preclude a Party from seeking an award of sanctions  
20 pursuant to law.

21       **14. NEUTRAL CONSTRUCTION**

22           Both Parties and their counsel have participated in the preparation of this Agreement and  
23 this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to  
24 revision and modification by the Parties and has been accepted and approved as to its final form  
25 by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this  
26 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

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the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

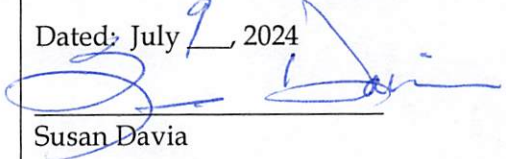
**15. COUNTERPARTS, FACSIMILE SIGNATURES**

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.

**16. AUTHORIZATION**

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

**IT IS SO AGREED**

<p>Dated: July __, 2024</p> <hr/> <p>Ken Faustine Great Number One, LLC</p>	<p>Dated: July 9, 2024</p>  <hr/> <p>Susan Davia</p>
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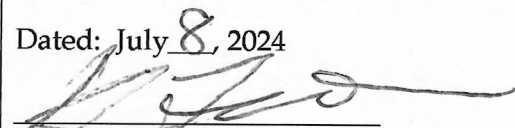
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9 Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

10 **IT IS SO AGREED**

<p>11 Dated: July 8, 2024</p>  <p>12 _____ 13 Ken Faustine 14 Great Number One, LLC</p>	<p>Dated: July __, 2024</p> <p>_____</p> <p>Susan Davia</p>
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