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7 Attorneys for Plaintiff
8 SUSAN DAVIA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF MARIN

11 UNLIMITED CIVIL JURISDICTION

12 SUSAN DAVIA,

13 Plaintiff,

14 v.

15 VOXX INTERNATIONAL CORPORATION,
16 VOXX ACCESSORIES CORPORATION, LG
17 SOURCING, INC., LOWE'S COMPANIES,
18 INC. and DOES 1-150,

19 Defendants.

Case No. CIV 1600146

**CONSENT TO JUDGMENT AS TO
DEFENDANTS VOXX INTERNATIONAL
CORPORATION AND VOXX
ACCESSORIES CORPORATION**

(Cal. Health & Safety Code § 25249.6 et seq.)

1 **1. INTRODUCTION**

2 **1.1 The Parties**

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

7 **1.2 Plaintiff**

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

11 **1.3 Defendant**

12 Voxx International Corporation and Voxx Accessories Corporation each employs 10 or more
13 persons and each is a person in the course of doing business for purposes of the Safe Drinking
14 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.*
15 (“Proposition 65”).

16 **1.4 General Allegations**

17 Davia alleges that VOXX manufactured, distributed and/or sold, in the State of California,
18 certain types of crimpers with vinyl grips comprised of or made with made with components that
19 exposed users to Di(2-ethylhexyl)phthalate ("DEHP") without first providing “clear and reasonable
20 warning” under Proposition 65.

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

23 **1.5 Notice of Violation**

24 On October 20, 2015, Davia served Voxx International Corporation, Voxx Accessories
25 Corporation, LG Sourcing, Inc. and Lowe’s Companies, Inc. with valid and compliant Proposition
26 65 60-Day Notice 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

1 crimper products sold in California.

2 Voxx International Corporation and Voxx Accessories Corporation received the October 20,
3 2015, Notice of Violation (hereafter, "Notice"). Voxx International Corporation and Voxx
4 Accessories Corporation represents that, as of the date they execute this Agreement, they believe
5 that no public enforcer is diligently prosecuting a Proposition 65 enforcement action related to the
6 Listed Chemical in the covered products, as identified in the Notice.

7 **1.6** Complaint

8 On January 13, 2016, Davia, acting in the interest of the general public in California, filed a
9 Complaint in the Superior Court of the State of California for the County of Marin, Case No. CIV
10 1600416, alleging violations by Voxx International Corporation, Voxx Accessories Corporation, LG
11 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.

12 **1.7** No Admission

13 This Agreement resolves claims that are denied and disputed by each Settling Defendant.
14 The Parties enter into this Agreement pursuant to a full and final settlement of any and all claims
15 between the Parties for the purpose of avoiding prolonged litigation. Each Settling Defendant
16 denies the material factual and legal allegations contained in the Notice and Action, maintains that
17 it did not knowingly or intentionally expose California consumers to the Listed Chemical through
18 the reasonably foreseeable use of the Covered Product and otherwise contends that all Noticed
19 products it has manufactured, distributed and/or sold in California have been and are in
20 compliance with all applicable laws. Nothing in this Agreement shall be construed as an admission
21 by any Settling Defendant of any fact, finding, issue of law, or violation of law; nor shall
22 compliance with this Agreement constitute or be construed as an admission by any Settling
23 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
24 denied by each Settling Defendant. However, notwithstanding the foregoing, this section shall not
25 diminish or otherwise affect each Settling Defendant's obligations, responsibilities, and duties
under this Agreement.

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1 **1.8** Consent to Jurisdiction

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

9 **1.9** Prior Consent Judgment

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

18 **2.** DEFINITIONS

19 **2.1** The term “Complaint” shall mean the January 13, 2016, Complaint.

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

24 **2.3** The term “Effective Date” shall mean June 30, 2016.

25 **2.4** The term “DEHP Free” shall mean less than or equal to 1,000 parts per million
26 (“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.

1 California. The Notification Letter shall advise the recipient that Covered Products contain DEHP,
2 a chemical known to the State of California to cause birth defects and other reproductive harm. The
3 Notification letter shall direct recipient that all Covered Product must be labelled with a clear and
4 reasonable Proposition 65 warning before it is sold in the California market or to a California
5 customer. The Notification Letter shall include a sheet of white background, adhesive Proposition
6 65 Warning stickers with the following warning in no less than Book Antiqua, point 9 font (or its
7 equivalent):

8 **WARNING:** This product contains a
9 chemical known to the State of California
10 to cause cancer, birth defects and other
11 reproductive harm.

12 The Notification Letter shall be sent with return receipt requested. The Notification Letter shall
13 request written confirmation from the recipient, within 15 days of receipt, that all such inventory
14 for California sale has been, or will be, labelled with the warning language identified in this
15 section.² This Section 3.2.1 does not apply to either LG Sourcing, Inc. or Lowe's Companies, Inc.,
16 which entities shall, instead, be obligated to return Covered Product to Voxx pursuant to Section
17 3.4.

18 **3.2.2** Settling Defendant shall maintain records of compliance correspondence, inventory
19 reports or other communication confirming compliance with § 3.2.1 for three (3) years from the
20 Effective Date and shall produce copies of such records upon written request by Davia.

21 **3.3** VOXX Warning Obligations

22 VOXX certifies that as of the Effective Date it has already commenced a warning program
23 whereby all Covered Products sold into or intended for sale in California are labeled with a
24 Proposition 65 warning. As of the Effective Date, and until July 31, 2016, VOXX shall not sell or
25 ship any Covered Product to a California vendor or retailer, or sell or ship any Covered Product to
26 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 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.

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

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

8 (a) **Retail Store Sales.**

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

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

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

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

24 **WARNING:** This product contains a chemical known
25 to the State of California to cause cancer,

26 ³ Voxx has already labeled some Covered Product with the following 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.

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, 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, 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, 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, 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,

1 Settling Defendants shall pay a total of \$13,500 in civil penalties in accordance with California
2 Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office
3 of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty
4 remitted to Davia.

5 **4.2 Augmentation of Penalty Payments**

6 For purposes of the penalty assessment under this Agreement, plaintiff is relying entirely
7 upon Settling Defendants and their counsel for accurate, good faith reporting to plaintiff of the
8 nature and amounts of relevant sales activity. Settling Defendants have provided Plaintiff with
9 sales data for the Covered Product for the period November 1, 2014 through October 31, 2015 (the
10 “Reported Sales Volume”). If within nine (9) months of the Effective Date, plaintiff discovers and
11 presents to Settling Defendants evidence that the Covered Product has been distributed by Settling
12 Defendants in sales volumes materially different from the Reported Sales Volume (greater than
13 20% of the Reported Sales Volume) , then such misrepresenting Settling Defendants shall be liable
14 for an additional penalty up to a maximum of \$10,000 for such additional sales volume. If the
15 misrepresented additional sales volume is less than 50 percent of the Reported Sales Volume, the
16 additional penalty shall be \$5,000. If the misrepresented additional sales volume is greater than 50
17 percent of the Reported Sales Volume, the additional penalty shall be \$10,000. Settling Defendants
18 shall also be liable for any reasonable, additional attorney fees expended by plaintiff in discovering
19 applicable additional retailers or sales for such defendant. Plaintiff agrees to provide such
20 misrepresenting Settling Defendants with a written demand for all such additional penalties and
21 attorney fees under this Section. After service of such demand, such defendant shall have thirty
22 (30) days to agree to the amount of fees and penalties owing and submit such payment to plaintiff
23 in accordance with the method of payment of penalties and fees identified in Sections 4.4 and 4.5.
24 Should this thirty (30) day period pass without any such resolution between the parties and
25 payment of such additional penalties and fees, plaintiff shall be entitled to file a formal legal claim
26 for damages for breach of this contract and the prevailing party shall be entitled to all reasonable
attorney fees and costs relating to such claim as determined by the Court.

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1 **4.3 Reimbursement of Plaintiff's Fees and Costs**

2 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without
3 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
4 issue to be resolved after the material terms of the agreement had been settled. Settling Defendants
5 then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had
6 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due
7 to Davia and her counsel under general contract principles and the private attorney general
8 doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in
9 this matter, except fees that may be incurred on appeal. Under these legal principles, Settling
10 Defendants shall pay the amount of \$42,000.00 for fees and costs incurred investigating, litigating
11 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.

12 **4.4 Payment Timing; Payments Held In Trust**

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

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

22 **4.4.1** a civil penalty payment in the amount of \$10,125.00 payable to "OEHHHA" (EIN: 68-
23 0284486, Memo line "Prop 65 Penalties, 2015-01102");

24 **4.4.2** a civil penalty payment in the amount of \$3,375.00 payable to "Susan Davia" (EIN:
25 to be supplied, Memo line "Prop 65 Penalties, 2015-01102"); and

26 **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

1 "2015-01102")

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

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

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

8 **5 CLAIMS COVERED AND RELEASE**

9 **5.1 Davia's Releases of Settling Defendants**

10 **5.1.1** This Agreement is a full, final, and binding resolution between Davia, on behalf of
11 herself, her past and current agents, representatives, attorneys, successors, and/or assignees, and in
12 the interest of the general public, and VOXX and each of their parents, subsidiaries, predecessors,
13 affiliated entities under common ownership, directors, officers, employees, contractors, agents, and
14 attorneys ("Defendant Releasees") and each entity to whom VOXX directly or indirectly distributes
15 or the sells the Covered Products, including but not limited to Lowe's Companies, Inc., LG
16 Sourcing, Inc., and any other downstream distributors, wholesalers, customers, retailers,
17 franchisers, cooperative members, licensors, and licensees ("Downstream Releasees") of any
18 violation of Proposition 65 that has been or could have been asserted against Defendant Releasees
19 and Downstream Releasees regarding the failure to warn about exposure to any Listed Chemical
20 arising in connection with any Covered Products manufactured, sourced, distributed, or sold by
21 Defendant Releasees prior to the Effective Date. Settling Defendant's compliance with this
22 Agreement shall constitute compliance with Proposition 65 with respect to the Listed Chemical in
23 the Covered Products after the Effective Date.

24 **5.1.2** Davia, on behalf of herself, her past and current agents, representatives, attorneys,
25 successors, and/or assignees, and in the interest of the general public, hereby waives with respect
26 to Covered Products all rights to institute or participate in, directly or indirectly, any form of legal
action and releases all claims, including, without limitation, all actions, and causes of action, in law

1 or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or
2 expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any
3 nature whatsoever, whether known or unknown, fixed or contingent (collectively "claims"),
4 against Defendant Releasees and Downstream Releasees that arise under Proposition 65 or any
5 other statutory or common law claims that were or could have been asserted in the public interest,
6 as such claims relate to Defendant Releasees' or Downstream Releasees' alleged failure to warn
7 about exposures to either Listed Chemical contained in any Covered Products.

8 **5.1.3** This Section 5.1 release is expressly limited to those claims that arise under
9 Proposition 65, as such claims relate to Defendants' alleged failure to warn about exposures to or
10 identification of either Listed Chemical contained in any Covered Products and as such claims are
11 identified in the Proposition 65 60-Day Notice as identified in Section 1.5 of this Agreement.

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

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

20 **5.1.4** Upon court approval of the Agreement, the Parties waive their respective rights to a
21 hearing or trial on the allegations of the Complaint.

22 **5.2** Settling Defendant's Release of Davia

23 **5.2.1** Settling Defendants waive any and all claims against Davia, her attorneys, and
24 other representatives for any and all actions taken or statements made (or those that could have
25 been taken or made) by Davia and her attorneys and other representatives, whether in the course of
26 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
and/or with respect to the Covered Products.

1 **5.2.2** Each Settling Defendant also provides a general release herein which shall be
2 effective as a full and final accord and satisfaction, as a bar to all actions, causes of action,
3 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any
4 Settling Defendant of any nature, character or kind, known or unknown, suspected or unsuspected,
5 arising out of the subject matter of the Action. Each Settling Defendant acknowledges that it is
6 familiar with Section 1542 of the California Civil Code, which provides as follows:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES
8 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.

9 Each Settling Defendant expressly waives and relinquishes any and all rights and benefits
10 that it may have under, or which may be conferred on it by the provisions of Section 1542 of the
11 California Civil Code as well as under any other state or federal statute or common law principle of
12 similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to
13 the released matters. In furtherance of such intention, the release hereby given shall be and remain
14 in effect as a full and complete release notwithstanding the discovery or existence of any such
15 additional or different claims or facts arising out of the released matters.

16 **6 SEVERABILITY**

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

21 **7 COURT APPROVAL**

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

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

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

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

13 8 GOVERNING LAW

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

15 9 NOTICES

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

18 For Voxx Accessories Corporation, to:

19 C. David Geise, President
20 VOXX Accessories Corporation
21 3502 Woodview Terrace
22 Indianapolis, IN 46268

23 With copy to their counsel at:

24 Peter M. Morrisette
25 Cox, Castle & Nicholson LLP
26 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 written agreement of the Parties 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.

1 **13 ENTIRE AGREEMENT**

2 This Settlement 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 or
5 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 **14 ATTORNEY'S FEES**

12 **14.1** The Parties agree that, in the event suit is brought to enforce or interpret any
13 portion of this Agreement, or the Agreement as a whole, the prevailing party or parties in such suit
14 shall be entitled to recover reasonable attorneys' fees to be determined by the court.

15 **14.2** Except as specifically provided in the above paragraph and in Section 4.3, each
16 Party shall bear its own costs and attorney's fees in connection with this action.

17 **14.3** Nothing in this Section 14 shall preclude a Party from seeking an award of
18 sanctions pursuant to law.

19 **15 Neutral Construction**

20 All Parties and their counsel have participated in the preparation of this Agreement and this
21 Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision
22 and modification by the Parties and has been accepted and approved as to its final form by all
23 Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement
24 shall not be interpreted against any Party as a result of the manner of the preparation of this
25 Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing
26 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.

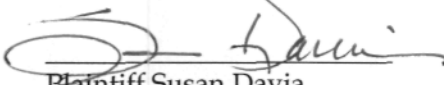
1 **16 COUNTERPARTS, FACSIMILE SIGNATURES**

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

5 **17 AUTHORIZATION**

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

9 **IT IS SO AGREED**

<p>10 Dated: July <u>22</u>, 2016</p> <p>11 </p> <p>12 Plaintiff Susan Davia</p>	<p> Dated: July __, 2016</p> <p> _____ Patrick M. Lavelle, President VOXX International Corporation</p>
<p>14 Dated: July __, 2016</p> <p>15 _____ C. David Geise, President VOXX Accessories Corporation</p>	

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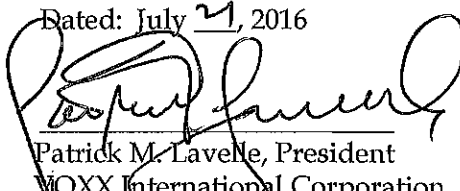
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17 AUTHORIZATION

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

<p>Dated: July __, 2016</p> <p>_____ Plaintiff Susan Davia</p>	<p>Dated: July <u>21</u>, 2016</p> <p> _____ Patrick M. Lavelle, President VOXX International Corporation</p>
<p>Dated: July __, 2016</p> <p>_____ C. David Geise, President VOXX Accessories Corporation</p>	

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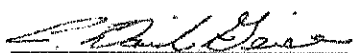
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17 AUTHORIZATION

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

<p>Dated: July __, 2016</p> <p>_____ Plaintiff Susan Davia</p>	<p>Dated: July __, 2016</p> <p>_____ Patrick M. Lavelle, President VOXX International Corporation</p>
<p>Dated: July <u>21</u>, 2016</p> <p> C. David Geise, President VOXX Accessories Corporation</p>	