

**PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notice 2016-00222)**

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement (“Agreement”) is entered into by and between Plaintiff Susan Davia, (“Davia” or “Plaintiff”) and Defendant Sur La Table, Inc. (“Sur La Table”) with Sur La Table referred to as “Settling Defendant” and Davia and Sur La Table collectively referred to as the “Parties.”

1.2 Plaintiff

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

1.3 Defendant

Sur La Table employs 10 or more persons and each is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

1.4 General Allegations

Davia alleges that Sur La Table manufactured, distributed and/or sold, in the State of California, certain types of mugs with brass handles comprised of or made with components that exposed users to Lead without first providing “clear and reasonable warning” under Proposition 65. Lead is listed as a reproductive and developmental toxicant pursuant to Proposition 65 and is referred to hereinafter as the “Listed Chemical” or “Lead.”

1.5 Notice of Violation

On March 22, 2016, Davia served Sur La Table with a valid and compliant Proposition 65 60-Day Notice of Violation, together with a 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 Lead in brass-handled beverage mug products sold in California.

Sur La Table received the March 22, 2016, Notice of Violation. Sur La Table represents that, as of the date it executes this Agreement, it believes that no public enforcer is diligently prosecuting a Proposition 65 enforcement action related to the Listed Chemical in the covered products, as identified in the Notices.

1.6 No Admission

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

1.7 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Sur La Table as to the allegations in the 60-Day Notice of Violation from Davia and as to this Agreement, that venue is proper in County of Marin, and that this Court has jurisdiction to enforce the provisions of this Agreement. As an express part of this Agreement, pursuant to C.C.P. §664.6 the Marin County Superior Court has jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 The term “Covered Product” means any Sur La Table brand copper or other beverage mug product with brass handles including, but not limited to, 16 oz. Moscow Mule Mug (sold individually and in Sets of 4).

2.2 The term “Effective Date” shall mean May 1, 2017.

2.3 The term “Lead Free” products shall mean Covered Products containing materials or components each yielding less than 100 parts per million (“ppm”) of lead when analyzed pursuant to EPA testing methodologies 3050B and 6010B, or equivalent methodologies utilized by Federal or State agencies for the purpose of determining lead content in a solid substance.

2.4 “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

After the Effective Date, Sur La Table shall provide any vendor of Covered Product the Lead Free concentration standards of Section 2.3 and instruct such vendor not to incorporate any raw or component materials into such product, especially brass materials, that do not meet or exceed the Lead Free concentration standards of Section 2.3.

3.1.1 At any time after the Effective Date that Sur La Table arranges with an existing or new vendor of Covered Product, Sur La Table shall provide such vendor the Lead Free concentration standards of Section 2.3 and instruct its vendors not to incorporate any raw or component materials into such product, especially brass materials, that do not meet or exceed the Lead Free concentration standards of Section 2.3.

3.1.2 After June 1, 2017, Sur La Table shall not manufacture or cause to be manufactured, order or cause to be ordered any Covered Product that is not Lead Free. For every Covered Product Sur La Table manufactures, causes to be manufactured, orders or causes to be ordered after June 1, 2017, Sur La Table shall maintain, for a period limited to two (2) years from the Effective Date,

copies of all testing of such products demonstrating compliance with this section and copies of all vendor correspondence relating to the Lead concentration standards. Sur La Table shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia. Davia shall be limited to one request for such copies per calendar year for the two years during which Sur La Table is required to maintain such records.

3.2 Previously Obtained or Distributed Covered Products.

3.2.1 Sur La Table certifies as a material term of this Agreement that it has taken careful steps to make sure that all existing inventory of Covered Products in, or to be sold in, its California retail stores have been labelled with a Proposition 65 clear and reasonable warning. Should Sur La Table discover that its interim labelling efforts have not resulted in the placement of interim Proposition 65 warnings on existing California inventory of Covered Products, then, within ten (10) days of such discovery, Sur La Table shall send a letter, electronic or otherwise (“Notification Letter”) to the manager of each California retail store and each distribution center providing Covered Products to its California retail stores. The Notification Letter shall advise each such manager that the Covered Products “contain Lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm” and that all Covered Products must be labelled with a clear and reasonable Proposition 65 warning before it is sold in the California market.

3.3 Sur La Table Warning Obligations

Upon receipt of Davia’s 60-Day Notice of Violation, Sur La Table began to implement a warning program for the Covered Products. Such program included placement of stickers on the Covered Products or their packaging that states, “WARNING, THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.” This warning shall hereafter be referred to as the Safe Harbor Warning.

As of the Effective Date, except for any Covered Product already labelled with the Safe Harbor Warning prior to the Effective Date, Sur La Table shall not sell any Covered Product in a

California retail store, or ship any Covered Product to any customer located in California, unless such Covered Product is labelled with one of the clear and reasonable warnings set forth hereafter. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions *before* purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which *specific* Covered Product the warning applies, so as to minimize the risk of consumer confusion. The Parties understand that there may be a period after the Effective Date when existing inventory of Covered Product, labelled with the Safe Harbor Warning before the Effective Date, continues to be sold until such inventory is exhausted.

(a) **Retail Store Sales.**

(i) **Product Labeling.**

For all individual Covered Products sold at any California retail outlets, Sur La Table shall affix a warning to the individual Covered Product hang tag label or directly on the Covered Product that states:

WARNING: The brass handle of this product contains Lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

For all Covered Products sold in sets, packaged in a single box for consumer sale, at any California retail outlets, Sur La Table shall affix a warning to the top or side of the box, or proximate to any pricing information affixed to or printed on the box, that states:

WARNING: The brass handle of this product contains Lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

(b) **Mail Order Catalog and Internet Sales.** For all Covered Products sold by Sur La Table via mail order catalog or the Internet to customers located in California any such catalog or Internet site offering any Covered Product for sale shall include a warning in the catalog

or within the website, identifying the specific Covered Product to which the warning applies, as specified in Sections 3.2(b)(i) and (ii) below.

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

WARNING: The brass handle of this product contains Lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

Where it is impracticable to provide the warning on the same page and in the same location as the display and/or description of the Covered Product, Sur La Table 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 Lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

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

If Sur La Table 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 Sur La Table 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: The brass handle of this product contains Lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

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

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

3.4 Elimination of Sur La Table's Warning Option

After December 31, 2107, Sur La Table shall not distribute or otherwise sell any Covered Product unless it is Lead Free and shall not sell any Covered Product in or into California that is not Lead 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, Sur La Table shall pay a total of \$11,000 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 Agreement, plaintiff is relying entirely upon defendant and its counsel for accurate, good faith reporting to plaintiff of the nature and amounts of relevant sales activity. If within nine (9) months of the Effective Date, plaintiff discovers

and presents to Settling Defendant evidence that the Sur La Table 16 oz. Moscow Mule Mug (sold individually and in Sets of 4) has been distributed by Sur La Table in sales volumes materially different (>25%) than those identified by such Sur La Table prior to execution of this Agreement, then Sur La Table shall be liable for an additional penalty amount of up to \$10,000 for any Sur La Table 16 oz. Moscow Mule Mug (sold individually and in Sets of 4) sold prior to execution of this Agreement but not identified by Sur La Table to plaintiff. Settling Defendant shall also be liable for any reasonable, additional attorney fees, up to a maximum of \$10,000, expended by plaintiff in discovering applicable additional retailers or sales for such defendant.

Plaintiff agrees to provide such misrepresenting Settling Defendant with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, such defendant shall have thirty (30) days to agree to the amount of penalties and fees owing and submit such payment to plaintiff in accordance with the method of payment of penalties and fees identified in Sections 4.4 and 4.5. Should this thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, plaintiff shall be entitled to file a formal legal claim for additional civil penalties pursuant to this section and the prevailing party on such claim shall be entitled to all reasonable attorney fees and costs relating to such claim.

4.3 Reimbursement of Plaintiff's Fees and Costs

The Parties acknowledge that Davia and her counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the agreement had been settled. Settling Defendant then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on the compensation due to Davia and her counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in this matter, except fees that may be incurred on appeal. Under these legal principles, Sur La Table shall pay the amount of \$25,000 for fees and costs incurred investigating and enforcing this matter.

4.4 Payment Procedures

Sur La Table shall pay civil penalties pursuant to Section 4.1 by a civil penalty check payable to "OEHHA" (Memo line "Prop. 65 Penalties, 2016-00222"), in the amount of \$8,250 and a civil penalty check payable to "Susan Davia" (Memo line "Prop 65 Penalties, 2016-00222") in the amount of \$2,750.

Sur La Table shall pay any civil penalties pursuant to Section 4.2 by civil penalty checks payable to "OEHHA" and "Susan Davia" (Memo line "Prop. 65 Penalties, 2016-00222"), in the amounts agreed pursuant to Section 4.2 or as ordered by the Court.

Sur La Table shall pay attorney fees and costs pursuant to Section 4.3 by a check payable to "Sheffer Law Firm" (Memo line "2016-00222") in the amount of \$25,000.

Sur La Table shall pay any attorney fees and costs pursuant to Section 4.2 by delivery of a check payable to "Sheffer Law Firm" (Memo line "2016-00222") in the amount and by the date determined pursuant to that section.

All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the following address within five (5) business days of execution of this Agreement:

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

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

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

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

4.5 Issuance of 1099 Forms

After this agreement has been executed and the settlement funds have been transmitted to Davia's counsel, Sur La Table shall issue three separate 1099 forms, as follows:

- (a) The first 1099 shall be issued to the Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid pursuant to Sections 4.1 and 4.2;
- (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2, whose address and tax identification number shall be furnished upon request; and
- (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Section 4.2 and Section 4.3.

4.6 Delayed Or Non-Payment Of Civil Penalties Or Attorney Fees

While the obligations of this agreement are binding upon execution, the Release of Sur La Table shall not become effective until after all Section 4.1 and Section 4.3 monetary payments have been made by Sur La Table and all funds have cleared.

5. CLAIMS COVERED AND RELEASE

5.1. Davia's Release of Settling Defendant

5.1.1. This Agreement is a full, final, and binding resolution between Davia and Sur La Table of any violation of Proposition 65 that has been or could have been asserted against Sur La Table regarding the failure to warn about the alleged exposure to the Listed Chemical arising in connection with Sur La Table's sale of the Covered Product prior to the Effective Date. Settling Defendant's compliance with this Agreement shall constitute compliance with Proposition 65 with respect to the Listed Chemical in the Covered Products after the Effective Date.

5.1.2. In consideration of the promises and agreements herein contained, Davia on behalf of herself, her past and current representatives and attorneys, hereby releases Sur La Table from, all claims that Davia may have against them arising under Proposition 65 with respect to the Listed

Chemical in the Covered Products as identified in Davia's 60-Day Notice of Violation to Sur La Table.

5.1.3. Except as to only the specific Sur La Table 16 oz. Moscow Mule Mugs sold by Sur La Table prior to the Effective Date, this Section 5.1 release shall not extend upstream to any entities that manufactured any Covered Product or any component parts thereof, or any distributors or suppliers who sold any Covered Products or any component parts thereof to Defendant.

5.2. Settling Defendant's Release of Davia

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

5.3. Mutual General Release

Each Party also provides a general release to the other that shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any Party of any nature, character or kind, known or unknown, suspected or unsuspected, arising out any alleged Proposition 65 violations relating to the Covered Products. Each Party acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

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

Each Party expressly waives and relinquishes any and all rights and benefits that it may have under, or which may be conferred on it by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and

complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

6. POST EXECUTION CONVERSION TO CONSENT JUDGMENT

Within twelve months of the execution of this Settlement Agreement Sur La Table may ask Davia, in writing, to file a complaint, incorporate the terms of this Settlement Agreement into a proposed consent judgment, and to seek the court's approval of the consent judgment pursuant to Health and Safety Code section 25249.7, or as may be otherwise allowed by law. If so requested, Davia agrees to reasonably cooperate with Sur La Table and to use her best efforts, and that of her counsel, to support the entry of a consent judgment by a superior court in California. Pursuant to Code of Civil Procedure sections 1021 and 1021.5, Sur La Table will reimburse Davia and her counsel for their reasonable fees and costs incurred in filing the complaint, converting the Settlement Agreement into a proposed consent judgment and seeking judicial approval of the consent judgment, in an amount not to exceed \$12,000.00, exclusive of fees and cost that may be incurred on appeal. Sur La Table will remit payment to the Sheffer Law Firm, at the address set forth below. Such additional fees shall be paid by Sur La Table, within thirty days after its receipt of any invoice from Davia for work performed under this paragraph. Sur La Table understands no motion to approve any proposed consent judgment will be filed absent payment for the work performed under this paragraph. All payments owed to Davia, pursuant to Section 6 shall be delivered to the following payment address:

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

Any failure by Sur La Table to timely pay Davia invoices under this Section shall result in the assessment of ten percent (10%) interest on any outstanding balance.

7. SEVERABILITY

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

8. GOVERNING LAW

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

9. NOTICES

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

For Sur La Table Corporation:

Kelly Kennedy, CFO
Sur La Table, Inc.
5701 6th Avenue South
Seattle, Washington 98108

With copy to their counsel at:

Daniel W. Fox, Esq.
K&L Gates LLP
Four Embarcadero Center
Suite 1200
San Francisco, CA 94111

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).

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. ENTIRE AGREEMENT

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

13. ATTORNEY'S FEES

13.1. Should Davia prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, Davia shall be entitled to her reasonable attorney fees and costs incurred as a result of such motion, order or application, consistent with C.C.P. §1021.5. Should a Settling Defendant prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Consent Judgment, a Settling Defendant may be entitled to its reasonable attorney fees and costs incurred as a result of such motion, order or application upon a finding that Davia's prosecution of the motion or application lacked substantial justification. For purposes of this Agreement, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

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

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

14. NEUTRAL CONSTRUCTION

All Parties and their counsel have participated in the preparation of this Agreement and this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

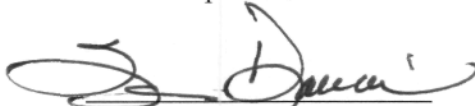
15. COUNTERPARTS, FACSIMILE SIGNATURES

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 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: April 11, 2017</p>  <p>Plaintiff Susan Davia</p>	<p>Dated: April __, 2017</p> <hr/> <p>Kelly Kennedy, CFO Sur La Table, Inc.</p>
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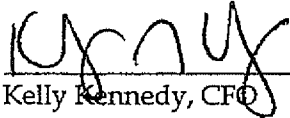
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16. AUTHORIZATION

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: April __, 2017</p> <p>_____</p> <p>Plaintiff Susan Davia</p>	<p>Dated: April <u>12</u>, 2017</p> <p></p> <p>_____ Kelly Kennedy, CFO Sur La Table, Inc.</p>
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