

**PROPOSITION 65 SETTLEMENT AGREEMENT  
SUSAN DAVIA AG NOTICES 2016-00410**

**1. INTRODUCTION**

**1.1 The Parties**

This settlement agreement (“Agreement”) is entered into by and between the noticing party Susan Davia (“Davia”) and notice recipient Trademark Global, LLC (“Trademark”) with Davia and Trademark each referred to as a “Party” and collectively referred to as the “Parties.”

**1.2 Davia**

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 Trademark Global, LLC**

Plaintiff alleges that Trademark Global, LLC 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”). Plaintiff alleges that Trademark is responsible for the manufacture and distribution of the products subject to this Agreement.

**1.4 General Allegations**

Davia alleges that Trademark participated in the manufacture, distribution and/or sale, in the State of California, of vinyl-coated utility and storage hooks, including Stalwart 30 Pc. Hang It Yourself Home Organization Kit (#75-8030R), that exposed users to DEHP without first providing a “clear and reasonable warning” under Proposition 65. DEHP is listed as a carcinogen and reproductive and developmental toxicant pursuant to Proposition 65 and is referred to hereafter as the “Listed Chemical” or “DEHP.”

**1.5 Notice of Violation**

On May 5, 2016, Davia served Trademark and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed entities with notice of alleged violations of Proposition 65 for failing to warn California consumers of the

alleged presence of the Listed Chemical in vinyl coated utility hooks sold in California (AG Notice 2016-00410).

Trademark received the Notice. As of the date this Agreement is executed, the Parties are not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to the alleged presence of the Listed Chemical in the Covered Products, as identified in the Notice.

### **1.6 No Admission**

This Agreement resolves claims that are denied and disputed by Trademark. 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. Trademark denies the material factual and legal allegations contained in the Notices, maintains that it is not subject to personal jurisdiction in California, maintains that it did not knowingly or intentionally expose California consumers to the Listed Chemical through the reasonably foreseeable use of the products identified in the Notice, and contends that all products that it has manufactured, distributed and/or sold in California have been and are in compliance with all applicable laws and are completely safe for their intended use. Nothing in this Agreement shall be construed as an admission by Trademark that it is subject to personal jurisdiction in California, nor 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 Trademark that it is subject to personal jurisdiction in California, nor of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Trademark. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Trademark's obligations, responsibilities, and duties under this Agreement.

### **1.7 Consent to Jurisdiction**

For purposes of this Agreement only, the Parties stipulate that venue is proper in the County of Marin, and that the Marin County Superior Court has jurisdiction to enforce the provisions of this Agreement. As an express part of this Agreement, this Agreement shall be considered as made pursuant to Code of Civil Procedure Section 664.6, and the Marin County Superior Court shall have jurisdiction over the Parties solely for the purpose of enforcing this Agreement until performance in

full of the terms of the settlement. Other than as set forth specifically herein, Trademark disputes that it is subject to personal jurisdiction in California, or that venue is appropriate in Marin County, and its agreement herein shall not be deemed an admission concerning same nor be admissible as evidence or an admission that Trademark is subject personal jurisdiction in California in any other proceeding or for any other purpose.

## **2. DEFINITIONS**

**2.1** The term “Covered Products” shall mean any Stalwart brand vinyl-coated utility hook, including, but not limited to, Stalwart 30 Pc. Hang It Yourself Home Organization Kit (#75-8030R), distributed or caused to be distributed by Trademark in California.

**2.2** The term “Phthalate Free” Covered Products shall mean Covered Products with all accessible vinyl components containing less than or equal to 1,000 parts per million (“ppm”) each of DEHP, DBP, DINP, DIDP, DnHP and BBP through testing using Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C or equivalent methodologies utilized by federal or state agencies for the purpose of determining the phthalate content in a solid substance. To the extent testing is performed under this Agreement for the first two years after it is executed, Trademark will maintain copies of documents that relate to the Phthalate content (or lack thereof) of the Covered Products and will produce copies of the same to Davia within fifteen (15) business days of receipt of a written request by Davia for the same.

**2.3** “Effective Date” shall mean February 23, 2018.

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

### **3.1 Products No Longer in Trademark’s Control**

No later than the Effective Date, Trademark shall send a letter, electronic or otherwise (“Notification Letter”) to each California retail customer or retail ecommerce website operator to or through whom Trademark, after June 1, 2016, supplied any Covered Products that Trademark reasonably understands had any inventory of Covered Products for resale in California as of July 1, 2017 (if any). The Notification Letter shall advise the recipient that the Covered Products “contain

DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm” and should only be sold to California consumers with a Proposition 65 warning on the Covered Product’s labeling or packaging. The Notification Letter shall request recipient to notify Trademark if the recipient has any Covered Products without warning in their inventory and to suspend sales of any such Covered Product to California consumers unless a Proposition 65 warning is provided on the Covered Product’s labeling or Packaging. Trademark shall maintain records of all correspondence or other communications generated pursuant to this Section for two years after the Effective Date and shall promptly produce copies of such records upon Davia’s reasonable written request.

### **3.2 Product Reformulation Commitment**

After the Effective Date, Trademark shall provide the Phthalate Free standards of Section 2.2 to any existing or new vendor of Covered Products and request they only utilize vinyl materials for Covered Products that meet the Phthalate Free standards. Trademark shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two years after the Effective Date and shall produce such copies to Davia within fifteen (15) days of receipt of Davia’s reasonable written request.

### **3.3 Warnings**

After the Effective Date, Trademark shall not sell or ship any Covered Product that is not Phthalate Free to any customer in California, or with a California ship to address, unless such Covered Product is either (1) Phthalate Free pursuant to Section 2.2 of this Agreement or (2) shipped with one of the clear and reasonable warnings set forth hereafter.

Each warning utilized by Trademark to comply with this agreement shall be placed on the product, its labeling, or its packaging 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 of purchase or use. The warnings shall be provided in a manner such that consumers or users can be expected to reasonably understand to which *specific* Covered Product the warning applies, so as to minimize the risk of consumer confusion.

(a) **Product Labeling and/or Packaging Warnings.**

Warnings that are affixed to the packaging, labeling or directly on each Covered Product shall state:

[California Proposition 65] **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

or

[California Proposition 65] **WARNING:** This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Language in brackets is optional.

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

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

In settlement of all the claims referred to in the Notice and this Agreement, Trademark shall pay a total of \$3,000 in civil penalties in accordance with this Section. Each penalty payment will be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Davia. All penalty payments shall be delivered to the addresses listed in Section 4.4 below

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

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Trademark and its counsel for accurate, good faith reporting to Davia of the nature and amounts of relevant sales activity. If within nine (9) months of the Effective Date, Davia discovers and presents to Trademark evidence that the Covered Products have been distributed by Trademark without a warning in sales volumes to California materially different from those identified by Trademark prior to execution of this Agreement, then Davia may provide Trademark with a written demand for additional

penalties and attorney's fees consistent with the extent and nature of such evidence. In connection with any such demand ("Demand") under this Section, Davia shall identify the: (1) alleged correct amount of Trademark's California Covered Product sales without a warning; (2) California Covered Product sales earlier reported by Trademark to Davia; and (3) the source or sources of the alleged correct California sales information. Davia further agrees that any Demand for attorneys' fees must be itemized in such manner as to reasonably support the attorney fee demand being made. After its receipt of such Demand, Trademark shall have sixty (60) days to "meet and confer" with Davia, and Trademark shall have the opportunity to present to Plaintiff any evidence to the contrary. If the Parties can agree on an appropriate disposition, then Trademark shall submit payment of any agreed additional civil penalties and reasonable attorney's fees related to investigation of alleged sales activity materially different from that disclosed by Trademark prior to the execution of this Agreement within this sixty day meet and confer period in accordance with the method of payment of penalties and fees specified in Sections 4.1 and 4.4. If the Parties cannot agree on an appropriate disposition within 60 days, then Davia shall be entitled to file a formal legal claim for damages for breach of this contract. The prevailing party shall be entitled to recover its reasonable attorney fees and costs relating to the prosecution or defense of such claim.

#### **4.3 Reimbursement of Davia'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. Trademark 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 of any kind performed in this matter, including but not limited to all attorney's fees, investigative and expert costs. Under these legal principles, Trademark shall pay Davia's counsel the amount of \$18,000 for fees and costs incurred investigating and enforcing this matter. Such payment shall be made payable to "Sheffer Law Firm".

#### **4.4 Payment Procedures**

Trademark shall satisfy its obligation to pay civil penalties pursuant to Section 4.1 by delivery of a civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2016-00410") in the amount of \$2,250, and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2016-00410") in the amount of \$750. Davia shall be solely responsible for delivering to the California Office of Environmental Health Hazard Assessment the civil penalty check payable to OEHHA.

Trademark shall satisfy its obligation to pay attorney fees and costs pursuant to Section 4.3 by delivery of a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2016-00410") in the amount of \$18,000.

Trademark shall satisfy its obligation to pay any civil penalties pursuant to Section 4.2 (if any) by civil penalty checks payable to "OEHHA" and "Susan Davia" (Memo line "Prop 65 Penalties, 2016-00410"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

Trademark shall satisfy its obligation to pay any attorney fees or costs pursuant to Section 4.2 (if any) by a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2016-00410"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel within ten (10) business days after the full execution of this Agreement and receipt of a W-9 for each payee, at the following address:

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

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

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

- (a) A Form 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 Section 4.1 and any later amount paid pursuant to Section 4.2;
- (b) A Form 1099 shall be issued to Davia in the amount paid pursuant to Section 4.1 and any later amount paid pursuant to Section 4.2; and
- (c) A Form 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Sections 4.2 (if any) and 4.3.

#### **4.6 Delayed or Non-Payment of Civil Penalties or Attorney Fees**

Trademark's failure to deliver any of the above-referenced civil penalties or attorney fee/cost payments to the designated location and by the required date shall result in imposition of a 10% per annum simple interest assessment on the undelivered payment(s) until delivery. While the obligations of this Agreement are binding upon execution, the Release of Trademark and any other entity under this Agreement shall not become effective until all monetary payments under sections 4.1 and 4.3 have been made by Trademark and all funds have cleared.

### **5. RELEASES**

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

**5.1.1** This settlement agreement is a full, final and binding resolution between Davia, and Trademark, of any violation or alleged violation of Proposition 65 that was or could have been asserted by Davia on behalf of herself, her past and current representatives, agents, attorneys, successors, and/or assigns, against Trademark, its directors, officers, employees, attorneys, and each entity to whom Trademark directly or indirectly distributes or sells Covered Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers (including but not limited to Walmart Stores, Inc. and its affiliates and subsidiaries), franchisees, cooperative members, and licensees (collectively "Releasees"), based on their alleged or actual failure to warn about alleged exposures to



the Listed Chemical contained in Covered Products that were manufactured, distributed, sold and/or offered for sale by Trademark in California before the Effective Date.

**5.1.2** In further consideration of the promises and agreements herein contained, Davia on behalf of herself, her past and current representatives, agents, attorneys, successors, and/or assigns, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that Davia may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses -- including, but not limited to, investigation fees, expert fees, and attorneys' fees--against Trademark and the Releasees arising under Proposition 65 with respect to phthalates in Covered Products manufactured, distributed, sold and/or offered for sale by Trademark before the Effective Date .

**5.1.3** Davia also, in her individual capacity, on behalf of herself, her past and current representatives, agents, attorneys, successors, and/or assigns, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, related to products manufactured, distributed or sold by Trademark or Trademark products sold by Releasees before the Effective Date. Davia acknowledges that she 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.

Davia, in her individual capacity, on behalf of herself, her past and current representatives, agents, attorneys, successors, and/or assigns, expressly waives and relinquishes any and all rights and benefits that she may have under, or which may be conferred on her 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 she may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, excepting Section 4.2, 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.

The Parties further understand and agree that this Section 5.1 release shall not extend upstream to any entities, other than Trademark, that manufactured the Covered Products or products sold by Trademark, or any distributors or suppliers who sold the Covered Products or other products to Trademark.

## **5.2 Trademark's Release of Davia**

Trademark, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Davia and 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, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to phthalates contained in Covered Products (the "released matters"). Trademark 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.

Trademark expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on him 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 Agreement, Trademark may ask Davia, in writing, to file a complaint, and then incorporate the terms of this 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 Trademark 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, Trademark will reimburse Davia and her counsel for their reasonable fees and costs incurred in filing the complaint, converting the Agreement into a proposed consent judgment and seeking judicial approval of the consent judgment, in an amount not to exceed \$12,000, exclusive of fees and costs that may be incurred on appeal. Trademark will remit payment to the Sheffer Law Firm, at the address set forth in Section 9 below. Such additional fees shall be paid by Trademark within ten days after its receipt of an itemized invoice from Davia for work performed under this paragraph. Trademark 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

Trademark's failure to timely pay Davia invoices under this Section shall result in the assessment of ten percent (10%) per annum interest on any outstanding balance.

**7. SEVERABILITY**

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

**8. GOVERNING LAW**

The terms of this Agreement shall be governed by the laws of the State of California. Should Proposition 65 be repealed or otherwise rendered inapplicable by reason of law generally or as to the Covered Products, then Trademark may notify plaintiff in writing, and if plaintiff does not agree, move this Marin County Superior Court, after proper notice to Davia, for a finding and order that Trademark shall have no further obligations pursuant to this Agreement.

**9. NOTICES**

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

For Trademark Global, LLC to:

Jeff Marshall, CAO  
Trademark Global, LLC  
7951 West Erie Ave.  
Lorain, OH 44053

With a copy to its counsel:

J. Robert Maxwell, Esq.  
Rogers Joseph O'Donnell PLC  
311 California Street, 10th Floor  
San Francisco, CA 94104

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 by written agreement of the Parties or court order.

**12. ENTIRE AGREEMENT**

This Agreement 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 be deemed the "prevailing party" on any motion, application for order to show cause or other proceeding to enforce an alleged violation of a material provision of this Agreement, or to defend against any motion, application or other proceeding by Trademark to enforce a violation of this Agreement, then Davia shall be entitled to recover her reasonable attorney fees and costs incurred as a result of bringing such motion, order or application, consistent with C.C.P. § 1021.5 or defending against Trademark's motion, application or other proceeding. Should Trademark be deemed the "prevailing party" on any motion, application for order to show cause or other proceeding to enforce a violation of a material provision of this Agreement, or to defend against any motion, application or other proceeding by Davia to enforce an alleged violation of this Agreement, then

Trademark shall be entitled to recover its reasonable attorney fees and costs incurred as a result of bringing such motion, order or application or defending against Davia's motion, application or other proceeding. Except as otherwise provided in Section 4.2, before either Party brings any motion to enforce this Agreement for an alleged breach, that Party shall provide the other with written notice of any alleged breach, and the Parties shall thereafter meet and confer for a period of 30 days to see if the matter can be resolved. After such 30 day period, if the matter cannot be resolved, the Party providing notice of the alleged breach shall be free to file a motion to enforce hereunder.

**13.2** Except as otherwise specifically provided in this Agreement, each Party shall bear its own costs and attorney's fees in connection with the Notice and this Agreement.

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

#### **14. NEUTRAL CONSTRUCTION**

Both 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.


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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.

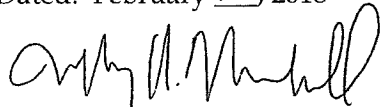
**IT IS SO AGREED**

<p>Dated: February __, 2018</p> <p>_____ Jeff Marshall, CAO Trademark Global, LLC</p>	<p>Dated: February <u>14</u>, 2018</p> <p> Susan Davia</p>
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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: February <u>15</u>, 2018</p>  <p>_____ Jeff Marshall, CAO Trademark Global, LLC</p>	<p>Dated: February __, 2018</p> <p>_____ Susan Davia</p>
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