

**PROPOSITION 65 SETTLEMENT AGREEMENT  
(Susan Davia AG Notice 2016-00937)**

**1. INTRODUCTION**

**1.1 The Parties**

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Susan Davia, (“Davia”) and J. Queen New York, Inc. (“J. Queen” or “Defendant”), with Davia and J. Queen 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 J. Queen**

J. Queen is alleged to have been responsible for the manufacture and distribution of the products subject to this Agreement. J. Queen 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 J. Queen participated in the manufacture, distribution and/or sale, in the State of California, of PVC product display and storage cases made with materials that exposed users to di(2-ethylhexyl)phthalate (DEHP), diisononyl phthalate (DINP) and di-isodecyl phthalate (DIDP) without first providing a “clear and reasonable warning” under Proposition 65. DEHP is listed as a carcinogen and reproductive toxin pursuant to Proposition 65. DINP is listed as a carcinogen and DIDP is listed as a reproductive toxin pursuant to Proposition 65. DEHP, DINP and DIDP shall be referred to hereinafter, collectively, as the “Listed Chemical”.

**1.5 Notices of Violation**

On August 25, 2016, Davia served J. Queen 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 Health & Safety Code § 25249.6 for failing to warn consumers of the presence of the toxic Listed Chemical found in the Covered Products (as defined below) sold in California (AG Notice 2016-00937). The August 25, 2016, 60-Day Notice of Violation shall be referred to herein as “Notice.”

J. Queen received the Notice. J. Queen represents that, as of the date it executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to the Listed Chemical in the Covered Products, as identified in the 60-Day Notice.

### **1.6 No Admission**

This Agreement resolves claims that are denied and disputed by J. Queen. The Parties enter into this Agreement pursuant to a full, final and binding settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. J. Queen disputes Davia’s allegations, and further disputes that even if the display and storage cases were made with DEHP, DINP, or DIDP, that consumers would be exposed to such chemicals in an amount in excess of the safe harbor limits. J. Queen denies the material factual and legal allegations contained in the Notices, maintains that it did not knowingly or intentionally expose California consumers to the Listed Chemical through the reasonably foreseeable use of the Covered Products and otherwise contends that, all Covered 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 J. Queen 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 J. Queen of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by J. Queen. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect J. Queen’ 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 J. Queen as to the allegations in the 60-Day Notice received from Davia,

and this Agreement, that venue is proper in County of Marin, and that the Marin County Superior Court has jurisdiction to enforce the provisions of this Agreement. The Parties further stipulate that this Agreement is a written settlement pursuant to Code of Civil Procedure Section 664.6 and the Marin County Superior Court shall have jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

## **2. DEFINITIONS**

**2.1** The term “Product” or “Covered Product” shall mean all J. Queen bedding product packaging/storage cases made with vinyl/PVC, including those cases for J. Queen comforters, quilts, coverlets, sheets, shams and pillows (all sizes and patterns).

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

**2.3** “Effective Date” shall mean August 1, 2017.

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

### **3.1 Product Reformulation Commitment**

**3.1.1** J. Queen represents that, in 2012, it provided Phthalate Free phthalate concentration standards that are commensurate with Section 2.2 to its then-current vendors of the Covered Products, and instructed such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. J. Queen has provided an exemplar(s) of said correspondence. No later than the Effective Date, J. Queen shall provide the Phthalate Free phthalate concentration standards of Section 2.2 its current vendors of the Covered Products and remind such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. J.

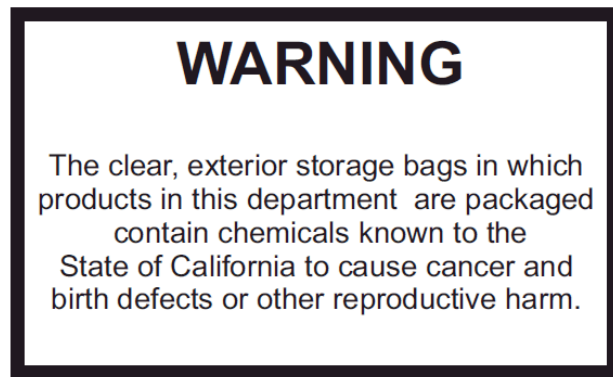
Queen shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years after the Effective Date and shall produce such copies to Davia within fifteen (15) days of receipt of reasonable request made in writing from Davia.

**3.1.2** After the Effective Date, J. Queen shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to any New Vendors of any Covered Product and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. "New Vendors" means vendors of Covered Products from whom J. Queen was not obtaining Covered Products as of the Effective Date. Prior to its initial purchase and acquisition of any Covered Product from any New Vendor, J. Queen shall obtain a written confirmation and accompanying laboratory test result from the New Vendor demonstrating compliance with the Phthalate Free phthalate concentration standard in all materials comprising the Covered Product. For two (2) years after the Effective Date, for every Covered Product J. Queen manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a New Vendor after the Effective Date, J. Queen shall maintain copies of all testing of such products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards and shall produce such copies to Davia within fifteen (15) days of receipt of reasonable request made in writing from Davia.

**3.1.3** As of September 1, 2017, J. Queen shall not manufacture or cause to be manufactured, order or cause to be ordered, distribute or cause to be distributed or otherwise sell any Covered Product that is not Phthalate Free. For every Covered Product J. Queen manufactures, causes to be manufactured, orders, causes to be ordered or otherwise sells after the Effective Date, J. Queen shall maintain copies of all testing of such products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards of Section 2.2 and shall produce such copies to Davia within fifteen (15) days of receipt of reasonable request made in writing from Davia. For purposes of product testing compliance, it is understood and agreed that J. Queen shall only be required to do the testing set forth in 3.1.2 and periodic spot testing of products purchased thereafter from either New Vendors or Existing Vendors.

### 3.2 Previously Distributed Covered Products.

3.2.1 As a material term of this Agreement, J. Queen represents that, to the best of its knowledge, there are no non-Phthalate Free Covered Products currently in its inventory or with any of its California customers. Further, J. Queen represents that a primary California customer for the Covered Products, Bed Bath & Beyond has informed it that, since December 2016, the following sign was posted in the departments in the stores where the Covered Products were/are offered for sale:



To the extent that J. Queen becomes aware of any other retailer or distributor in California that J. Queen reasonably understands or believes has any inventory of Covered Products that are not Phthalate Free, J. Queen shall send such retailer or distributor a Notification Letter. The Notification Letter shall advise the recipient that Covered Products contain DEHP, DINP and DIDP, chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. The Notification letter shall direct recipient that all Covered Product must be labelled with a clear and reasonable Proposition 65 warning before it is sold in the California market or to a California customer. The Notification Letter shall include a sheet of white background, adhesive Proposition 65 Warning stickers with the following warning in no less than Book Antiqua, point 9 font (or its equivalent):

WARNING: This product contains DEHP, DINP and DIDP, chemicals known to the State of California to cause cancer and

birth defects or other reproductive harm. *This packaging is not intended as a storage container. Please discard packaging after purchase.*

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

**3.2.3 Covered Product Packaging Label.**

As of the Effective Date, for all non-Phthalate Free Covered Product sold by J. Queen into, California, to a California customer or to any entity that J. Queen has reason to know either maintains retail outlets in California or is a distributor for any entity that maintains retail outlets in California, J. Queen shall affix a label to the Covered Product that states:

**WARNING:** This packaging contains DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. *This packaging is not intended as a storage container. Please discard packaging after purchase.*

The label shall be prominently affixed, either on the front, exterior surface of the clear packaging or where other health and safety warnings are located, with such conspicuousness as compared with other words, statements, designs, or devices, as to render it likely to be read and understood by an ordinary individual under customary conditions *before* purchase or use.

**3.2.4 Internet Website Warning.**

As a material term of this Agreement, J. Queen represents that it does not conduct retail operations generally and does not sell Covered Products to consumers via the internet or any ecommerce website owned, operated or controlled by J. Queen. As such, J. Queen shall have no internet website warning obligation under this Agreement.

**4. MONETARY PAYMENTS**

**4.1 Civil Penalty**

As a condition of settlement of all the claims referred to in this Consent to Judgment, J. Queen

shall cause to be paid a total of \$8,000 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, Davia is relying entirely upon J. Queen 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 J. Queen evidence that the Covered Products have been distributed by J. Queen in sales volumes materially different than those identified by J. Queen prior to execution of this Agreement, then J. Queen shall be liable for an additional penalty amount of \$10,000.00. J. Queen shall also be liable, in accordance with the requirements of Code of Civil Procedure section 1021.5 for any reasonable, additional attorney fees expended by Davia in discovering such additional retailers or sales. Davia agrees to provide J. Queen with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, J. Queen shall have thirty (30) days to agree to the amount of fees and penalties owing by J. Queen and submit such payment to Davia in accordance with the method of payment of penalties and fees identified in Section 4.1 and 4.4. Should this thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, Davia shall be entitled to file a formal legal claim for additional civil penalties pursuant to this Section and shall be entitled to all reasonable attorney fees and costs, in accordance with the requirements of Code of Civil Procedure section 1021.5, relating to 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. J. Queen 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, J. Queen shall cause to be paid to Davia's counsel the amount of \$22,500 for fees and costs incurred investigating, litigating and enforcing this matter. Such payment shall be made payable to "Sheffer Law Firm".

#### **4.4 Payment Procedures**

J. Queen 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, 2016-00937"), in the amount of \$6,000 and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2016-00937") in the amount of \$2,000. Davia shall be responsible for delivering to the California Office of Environmental Health Hazard Assessment the civil penalty check payable to OEHHA.

J. Queen 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 "2016-00937") in the amount of \$22,500.

J. Queen shall satisfy its obligation to pay any civil penalties pursuant to Section 4.2 by civil penalty checks payable to "OEHHA" and "Susan Davia" (Memo line "Prop 65 Penalties, 2016-00937"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

J. Queen shall satisfy its obligation to pay any attorney fees or costs pursuant to Section 4.2 by a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2016-00937"), 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 five (5) business days after execution of this Agreement, 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 ordered by the Court:

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

J. Queen 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 two 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, J. Queen shall cause three separate 1099 forms to be issued, 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 4.3 and 4.2.

## **5. RELEASES**

### **5.1 DAVIA'S RELEASE OF J. QUEEN**

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and J. Queen of any violation of Proposition 65 that was or could have been asserted by Davia on behalf of herself, her representatives or attorneys, against J. Queen, its directors, officers, employees, attorneys ("Releasees"), and each entity to whom J. Queen directly or indirectly distributes or sells Covered Products, including, but not limited, to Retailers, downstream distributors and retailers ("Downstream Releasees"), based on their alleged failure to warn about alleged exposures to the

Listed Chemical contained in the Covered Products that were sold by J. Queen into California before the Effective Date. As to Davia only, J. Queen's compliance with the terms of this settlement shall be deemed compliance with Proposition 65 as to exposures to DINP, DIDP, DEHP, DBP, BBP and DnHP in the Covered Products.

5.1.2 Davia also provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all claims, actions and causes of action, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Notice as to Covered Products sold by J. Queen or Releasees into California prior to 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 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 he 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.

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

The Parties further understand and agree that this Section 5 release shall not extend upstream to any entities, other than J. Queen, that manufactured the Covered Products or any component parts thereof, or any distributors or suppliers who sold the Covered Products or any component parts thereof to J. Queen.

## **5.2 J. QUEEN RELEASE OF DAVIA**

J. Queen, 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 through the execution of this Agreement whether in the course of investigating claims in this matter, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products that were the subject of the Notices. J. Queen 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.

J. Queen expressly waives and relinquishes any and all rights and benefits which 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 identified in this Section 5.2. 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 J. Queen 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 J. Queen 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, J. Queen 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. J. Queen will remit payment to the Sheffer Law Firm, at the address set forth in Section 9 below. Such additional fees shall be paid by J. Queen, within ten days after its receipt of any invoice from Davia for work performed under this paragraph. J. Queen 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 J. Queen 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 any of the provisions of this Agreement are found by a court to be unenforceable, the validity of the enforceable provisions remaining, after express agreement of the Parties, 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.

## **9. NOTICES**

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

For The J. Queen Corporation:

Anthony Cassella  
J. Queen New York, Inc.  
37 West 20th Street, Studio 509  
New York, New York 10011

With a copy to their counsel:

Andrew V. Jablon  
Resch Polster & Berger LLP  
1840 Century Park East, 17th Floor  
Los Angeles, CA 90067  
[ajablon@rpblaw.com](mailto:ajablon@rpblaw.com)

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** The prevailing party on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, shall be entitled to an award of her/his reasonable attorney fees and costs incurred as a result of such motion, order or application, consistent with C.C.P. § 1021.5.

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

**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**

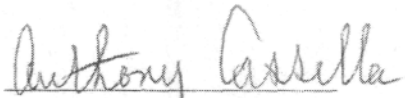
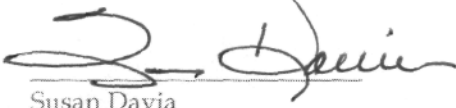
This Agreement may be executed in counterparts and by facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall

constitute one and the same document.

**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: October <u>25</u>, 2017</p> <p> Anthony Cassella, Principal J. Queen New York, Inc.</p>	<p>Dated: October <u>26</u>, 2017</p> <p> Susan Davia</p>
--	---