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Attorneys for Plaintiff
SUSAN DAVIA

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

SUSAN DAVIA,

Plaintiff,

v.

ORGANIZE IT ALL, INC., AMAZON.COM,
INC. and DOES 1-150,

Defendants.

Case No. CIV 1701731

**CONSENT TO JUDGMENT AS TO
DEFENDANT ORGANIZE IT ALL, INC.**

Action Filed: May 12, 2017
Trial Date: None Assigned

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”) and defendant Organize It-All, Inc. (hereafter, “OIA” or
5 “Defendant”), with Davia and OIA collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

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

10 **1.3 Defendants**

11 OIA is a person in the course of doing business for purposes of the Safe Drinking Water and
12 Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition
13 65”).

14 **1.4 General Allegations**

15 Davia alleges that OIA participated in the manufacture (or other acquisition), distribution
16 and sale, into the State of California, of vinyl-coated clothing and accessory hanger products,
17 including, but not limited to, Neu Home Blouse Tree and Trouser Hangers, containing phthalates,
18 which products exposed users to di(2-ethylhexyl)phthalate (“DEHP”) and di(isononyl)phthalate
19 (DINP) without first providing any “clear and reasonable warning” under Proposition 65. DEHP is
20 listed as a carcinogen and reproductive toxin and DINP is listed as a carcinogen. DEHP and DINP
21 shall hereinafter be collectively referred to as the “Listed Chemical.”

22 **1.5 Notices of Violation**

23 Davia contends that on October 11, 2016, Davia served OIA and various public enforcement
24 agencies with a Proposition 65 60-day Notice of Violation, together with a Certificate of Merit
25 (“Notice”), that provided public enforcers and these entities with notice of alleged violations of
26 Health & Safety Code § 25249.6 for failing to warn consumers of the presence of the Listed
27 Chemical in and on their vinyl-coated clothing and accessory hanger products (AG Notice 2016-
28 01171). OIA disputes that this initial service of the Notice upon it was proper as it was not sent to

1 the appropriate mailing address. On May 17, 2017, Davia served a copy of the Notice on a different
2 address for OIA. OIA does not dispute receipt of the May 17, 2017, service of the Notice.

3 The Parties represent that, as of the date each executes this Agreement, they believe that no
4 public enforcer is diligently prosecuting a Proposition 65 enforcement action related to the Listed
5 Chemical in the Covered Products, as identified in the Notice.

6 **1.6 Complaint**

7 On May 12, 2017, Davia, acting in the interest of the general public in California, filed a
8 Complaint in the Superior Court of the State of California for the County of Marin, Case No. CIV
9 1701731, alleging violations by OIA, Amazon.com, Inc. and Does 1-150 of Health & Safety Code §
10 25249.6 based, *inter alia*, on the alleged exposures to the Listed Chemical contained in certain vinyl-
11 coated clothing and accessory hanger products.

12 OIA denies that proper Notice was provided to it prior to the filing of the Complaint. OIA
13 denies that the Court has subject matter jurisdiction over this Complaint as Davia failed to satisfy
14 all statutory pre-suit requirements. Pursuant to Paragraph 1.7 of this Agreement, OIA makes no
15 admission that it received any Notice prior to the filing of this Complaint. However, for the
16 purpose of settlement, OIA agrees to stipulate to jurisdiction pursuant to Paragraph 1.8 of this
17 Agreement.

18 **1.7 No Admission**

19 This Agreement resolves claims that are denied and disputed by OIA. The Parties enter
20 into this Agreement pursuant to a full and final settlement of any and all claims between the
21 Parties for the purpose of avoiding prolonged litigation. OIA denies the material factual and legal
22 allegations contained in the Notice and Action, maintains that it did not knowingly or intentionally
23 expose California consumers to the Listed Chemical through the reasonably foreseeable use of the
24 Covered Product and otherwise contends that all Noticed products it has manufactured,
25 distributed and/or sold in California have been and are in compliance with all applicable laws.
26 Nothing in this Agreement shall be construed as an admission by OIA of any fact, finding, issue of
27 law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an
28 admission by OIA of any fact, finding, conclusion, issue of law, or violation of law, such being

specifically denied by OIA. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect OIA's obligations, responsibilities, and duties under this Agreement.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that this Court has jurisdiction over OIA as to the allegations contained in the Complaint, that venue is proper in County of Marin, and that this Court has jurisdiction to enter and enforce the provisions of this Agreement. As an express part of this Agreement, OIA stipulates that this Agreement shall be deemed a written settlement pursuant to C.C.P. §664.6 and stipulates that the Court in which this action was filed shall retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 The term "Complaint" shall mean the May 12, 2017, Complaint, Marin County Superior Court Case No. CIV 1701731.

2.2 The term "Products" or "Covered Products" shall mean all clothing and accessory hanger products with vinyl coating manufactured, distributed or sold by, or for, OIA, including, but not limited to, Neu Home Blouse Tree and Trouser hangers.

2.3 The term "Phthalate Free" shall mean less than or equal to 1,000 parts per million ("ppm") of DEHP, DBP, DINP, DIDP, DnHP and BBP, in any component of any Covered Product, determined by duplicate quality controlled tests using Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C or equivalent methodologies used by any California or Federal agency for purposes of determining the phthalate content in a solid substance.

2.4 "California Customer" shall mean any customer, vendor or retailer that is either located in California or that OIA reasonably understands makes sales to customers located in California, including, but not limited to Amazon.com.

2.5 The term "Effective Date" shall mean October 1, 2017.

3. NON-MONETARY RELIEF

3.1 Existing Inventory of Covered Products

OIA represents as a material term of this Agreement that, after becoming aware of Davia's

claims regarding Covered Products, they made a good faith effort to notify their customers of Covered Products that such products contained phthalates and should not be sold in California without an appropriate Proposition 65 warning statement. No later than the Effective Date, to the extent not already completed by OIA, OIA shall send a letter, electronic or otherwise (“Notification Letter”) to all primary sales contacts at Amazon.com and each California Customer to which OIA directly sold Covered Products, advising such contacts that the Covered Products have been demonstrated to contain DEHP and DINP, phthalate chemicals known to the State of California to cause cancer and birth defects or other reproductive harm and requesting such California Customer confirm that all such Covered Products that are not confirmed to be Phthalate Free are labelled with the warning identified in Section 3.3(a). The Notification Letter shall request a response from the recipient within 15 days, confirming the amount of inventory of Covered Product for which warning labels will be applied. OIA 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 written request.

3.2 Product Reformulation Commitment

3.2.1 OIA represents as a material term of this Agreement that, after becoming aware of Davia’s claims regarding Covered Products, they made a good faith effort to reformulate Covered Products to remove or reduce the phthalate content in the vinyl coating. No later than the Effective Date, to the extent not already completed, OIA shall provide the Phthalate Free phthalate concentration standards of Section 2.3 to the manufacturer or vendors of any Covered Product and the vinyl coating component thereof (if known) and instruct each such entity not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.3 into any Covered Product. OIA shall maintain copies of all vendor correspondence relating to the phthalate concentration standards and shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia.

3.2.2 After the Effective Date, OIA shall provide the Phthalate Free phthalate concentration standards of Section 2.3 to any new manufacturer or vendor of the Covered Product

1 and the vinyl component thereof (if known) and instruct such manufacturer or vendor not to
2 incorporate any raw or component materials that do not meet the Phthalate Free concentration
3 standards of Section 2.3 into any Covered Product. Prior to purchase or other acquisition of any
4 Covered Product from any new manufacturer or vendor, OIA shall obtain a written confirmation
5 and accompanying laboratory test result from the new vendor demonstrating compliance with the
6 Phthalate Free phthalate concentration standard in all materials comprising the Covered Product
7 and a post-production sample of Covered Product. For every Covered Product OIA
8 manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from
9 a new vendor after the Effective Date, OIA shall maintain copies of all testing of such products
10 demonstrating compliance with this section, shall maintain copies of all vendor correspondence
11 relating to the Phthalate Free concentration standards and shall produce such copies to Davia
12 within fifteen (15) days of receipt of written request from Davia.

13 **3.2.3** As of December 31, 2017, OIA shall not manufacture or cause to be manufactured
14 any Covered Product that is not Phthalate Free.

15 **3.3 Product Warning for Existing Inventory**

16 OIA represents as a material term of this Agreement that, after becoming aware of Davia's
17 claims regarding Covered Products, they made a good faith effort to apply Proposition 65 clear
18 and reasonable warning labels to Covered Products remaining in inventory. As of the Effective
19 Date, and only for those non-reformulated Covered Products to which OIA has not already
20 applied warning labels, OIA shall not sell, distribute or ship, or cause to be sold, distributed or
21 shipped, any existing inventory of Covered Product to a California Customer unless such Covered
22 Products are confirmed to be Phthalate Free or are sold or shipped with one of the clear and
23 reasonable warnings set forth hereafter.

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

1 (a) **Product Labeling.** For all Covered Products remaining in the possession,
2 custody or control of OIA that are not Phthalate Free, OIA shall affix a warning to the labeling of
3 the Covered Product that states:

4 **WARNING:** This product can expose you to chemicals,
5 including Diisononyl Phthalate (DINP),
6 which is known to the State of California to
7 cause cancer, and Di(2-ethylhexyl)phthalate
8 (DEHP), which is known to the State of
9 California to cause cancer and birth defects
or other reproductive harm. For more
information go to
www.P65Warnings.ca.gov.

10 (b) **Catalog and Internet Sales.** For all Covered Products sold or offered for
11 sale by OIA via catalog or the Internet to California Customers, for so long as OIA maintains
12 inventory of Covered Products that are not Phthalate Free, any such catalog or Internet site
13 offering any Covered Product for sale shall include a warning in the catalog or within the website,
14 identifying the specific Covered Product to which the warning applies, as specified in Sections
3.2(b)(i) and (ii) below.

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

19 **WARNING:** This product can expose you to chemicals,
20 including Diisononyl Phthalate (DINP),
21 which is known to the State of California to
22 cause cancer, and Di(2-ethylhexyl)phthalate
23 (DEHP), which is known to the State of
24 California to cause cancer and birth defects
or other reproductive harm. For more
information go to
www.P65Warnings.ca.gov.

25 Where it is impracticable to provide the warning on the same page and in the same location
26 as the display and/or description of the Covered Product, OIA may utilize a designated symbol to
27 cross reference the applicable warning and shall define the term “designated symbol” with the
28 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 Covered Product(s):

WARNING: Certain products identified with this symbol ▼ contain chemicals, including Diisononyl Phthalate (DINP), which is known to the State of California to cause cancer, and Di(2-ethylhexyl)phthalate (DEHP), which is 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

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, OIA must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

If OIA 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 date this Agreement is signed.

(ii) **Internet Website Warning.** A warning must be given in conjunction with the sale, or offer of sale, of any Covered Products by OIA 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 can expose you to chemicals, including Diisononyl Phthalate (DINP), which is known to the State of California to cause cancer, and Di(2-ethylhexyl)phthalate (DEHP), which is 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.

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: Certain products identified with this symbol ▼ contain chemicals, including Diisononyl Phthalate (DINP), which is known to the State of California to cause cancer, and Di(2-ethylhexyl)phthalate (DEHP), which is 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

After December 31, 2017, OIA shall not distribute or otherwise sell any Covered Product to a California Customer unless it is Phthalate Free and shall not sell any products that are not Phthalate Free to a California Customer 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, OIA shall pay a total of \$5,500 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, Davia discovers and presents to OIA evidence that the Covered Products have been distributed by OIA in sales volumes materially different than those identified by OIA prior to execution of this Agreement, then OIA shall be liable for an additional penalty amount of \$10,000.00. OIA shall also be liable for any reasonable, additional attorney fees expended by Davia in discovering such additional retailers or sales, up to a maximum of \$10,000 or some other amount awarded by the court after hearing. Davia agrees to provide OIA with a written demand for all such additional penalties and attorney

1 fees under this Section. After service of such demand, OIA shall have thirty (30) days to agree to
2 the amount of fees and penalties owing by OIA and submit such payment to Davia in accordance
3 with the method of payment of penalties and fees identified in Section 4.1 and 4.4. Should this
4 thirty (30) day period pass without any such resolution between the parties and payment of such
5 additional penalties and fees, Davia shall be entitled to file a formal legal claim for additional civil
6 penalties pursuant to this Section and shall be entitled to all reasonable attorney fees and costs
7 relating to such claim.

8 **4.3 Reimbursement of Plaintiff's Fees and Costs**

9 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without
10 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
11 issue to be resolved after the material terms of the agreement had been settled. OIA then
12 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had
13 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due
14 to Davia and her counsel under general contract principles and the private attorney general
15 doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in
16 this matter, except fees that may be incurred on appeal. Under these legal principles, OIA shall
17 pay the amount of \$31,000 for fees and costs incurred investigating, litigating and enforcing this
18 matter, including the fees and costs incurred (and yet to be incurred) negotiating, drafting, and
19 obtaining the Court's approval of this Agreement in the public interest.

20 **4.4 Payment Procedures**

21 OIA shall deliver all settlement payment funds required by Sections 4.1 and 4.3 of this
22 Agreement to its counsel within one week of the date that this Agreement is fully executed by the
23 Parties. OIA's counsel shall confirm receipt of settlement funds in writing to plaintiff's counsel
24 and, thereafter, hold the amounts paid in trust until such time as the Court approves this
25 settlement contemplated by Section 7.

26 Within two business days of the date plaintiff provides electronic mail notice to counsel for
27 OIA that the Court has approved this settlement, OIA's counsel shall deliver the settlement
28 payments required by Sections 4.1 and 4.3 to plaintiff's counsel as follows:

- 1 1. A civil penalty check in the amount of \$4,125 payable to "OEHHA" (EIN: 68-
2 0284486, Memo line "Prop. 65 Penalties, 2016-01171");
- 3 2. A civil penalty check in the amount of \$1,375 payable to "Susan Davia" (Tax ID to
4 be supplied, Memo line "Prop. 65 Penalties, 2016-01171"); and
- 5 3. An attorney fee and cost reimbursement check, pursuant to Section 4.3, in the
6 amount of \$31,000 payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2016-
7 01171")

8 OIA shall satisfy its obligation to pay any civil penalties pursuant to Section 4.2 by civil
9 penalty checks payable to "OEHHA" and "Susan Davia" (Memo line "Prop. 65 Penalties, 2016-
10 01171"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

11 OIA shall satisfy its obligation to pay any attorney fees or costs pursuant to Section 4.2 by a
12 check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2016-01171"), in the amount
13 agreed to pursuant to Section 4.2 or as ordered by the Court.

14 All penalty and fee/cost payments shall be delivered to the Sheffer Law Firm at the
15 following address:

16 Sheffer Law Firm
17 Attn: Proposition 65 Controller
18 81 Throckmorton Ave., Suite 202
19 Mill Valley, CA 94941

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

23 **5. CLAIMS COVERED AND RELEASE**

24 **5.1 Davia's Release of OIA**

25 **5.1.1** This Agreement is a full, final, and binding resolution between Davia, on behalf of
26 herself and in the public interest, and OIA and its attorneys, successors and assigns ("Defendant
27 Releasees") and each California Customer to whom it directly distributed or sold the Covered
28 Products ("Downstream Releasees") of any violation of Proposition 65 that was asserted against
29 Defendant Releasees regarding the failure to warn about exposure to any Listed Chemical
30 contained in the Covered Products distributed by OIA before the Effective Date.

1 **5.1.2** Davia, acting on her own behalf and in the public interest, hereby waives, and
2 releases Defendant Releasees and Downstream Releasees from all claims for violation of
3 Proposition 65 based upon exposures to the Listed Chemical from Covered Products distributed by
4 OIA prior to the Effective Date.

5 **5.1.3** The Parties understand and agree that this Section 5.1 release does not extend
6 upstream to any entities that manufactured any Covered Product or any component parts thereof,
7 or any distributors or suppliers who sold any Covered Products or any component parts thereof to
8 Defendants.

9 **5.1.4** Upon court approval of the Agreement, the Parties waive their respective rights to a
10 hearing or trial on the allegations of the Complaint.

11 **5.2** OIA's Release of Davia

12 **5.2.1** OIA waives any and all claims against Davia, her attorneys, and other
13 representatives for any and all actions taken or statements made (or those that could have been
14 taken or made) by Davia and her attorneys and other representatives, whether in the course of
15 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
16 and/or with respect to the Covered Products.

17 **5.2.2** The Parties also provide each other with a general release herein which shall be
18 effective as a full and final accord and satisfaction, as a bar to all actions, causes of action,
19 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any
20 nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject
21 matter of the Action. The Parties acknowledge that each is familiar with Section 1542 of the
22 California Civil Code, which provides as follows:

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

28 The Parties expressly waive and relinquish any and all rights and benefits that each 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. SEVERABILITY

If, subsequent to court approval of this Agreement, any of the provisions of this Agreement are determined by a court to be unenforceable, so long as all parties agree, 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.

7. COURT APPROVAL

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

The Agreement shall become null and void if, for any reason, it is not approved and entered by the Court, as it is executed, within one year after it has been fully executed by all Parties.

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 tracked mail or electronic mail (if applicable) to the following:

For OIA, to:

Mr. James Lee, President
Organize It All Inc.
111 Central Avenue
Teterboro NJ 07608-1123

With a copy to their counsel:

1 Sean Herman, Esq.
2 Hanson Bridgett LLP
3 425 Market Street, 26th Floor
4 San Francisco, CA 94105
5 SHerman@hansonbridgett.com

6 For Davia to:

7 Proposition 65 Coordinator
8 Sheffer Law Firm
9 81 Throckmorton Ave., Suite 202
10 Mill Valley, CA 94941

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

13 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

14 Davia agrees to comply with the reporting form requirements referenced, in California
15 Health & Safety Code §25249.7(f) and to file a motion for approval of this Agreement.

16 **11. MODIFICATION**

17 This Agreement may be modified only: (1) by written agreement of the Parties; or (2) upon
18 a successful motion of any party and approval of a modified Agreement by the Court.

19 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

20 The parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed motion
21 is required to obtain judicial approval of this Agreement. In furtherance of obtaining such
22 approval, Davia and each OIA, and their respective counsel, agree to mutually employ their best
23 efforts to support the entry of this Agreement as a settlement agreement and obtain approval of the
24 Agreement - sufficient to render an order approving this agreement - by the Court in a timely
25 manner. Any effort by OIA to impede judicial approval of this Agreement shall subject such
26 impeding party to liability for attorney fees and costs incurred by plaintiff or her counsel in their
27 efforts to meet or oppose such OIA's impeding conduct.

28 **13. 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

1 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind
2 any of the Parties. No supplementation, modification, waiver, or termination of this Agreement
3 shall be binding unless executed in writing by the Party to be bound. No waiver of any of the
4 provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other
5 provisions whether or not similar, nor shall such waiver constitute a continuing waiver

6 **14. ATTORNEY'S FEES**

7 **14.1** Should Davia or OIA prevail on any motion, application for order to show cause or
8 other proceeding to enforce a violation of this Agreement, such prevailing party shall be entitled to
9 their reasonable attorney fees and costs incurred as a result of such motion, order or application,
10 consistent with C.C.P. §1021.5.

11 **14.2** Except as specifically provided in the above paragraph and in Section 4.3, each
12 Party shall bear its own costs and attorney's fees in connection with this action.

13 **14.3** Nothing in this Section 14 shall preclude a Party from seeking an award of
14 sanctions pursuant to law.

15 **15. NEUTRAL CONSTRUCTION**

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

25 **16. COUNTERPARTS, FACSIMILE SIGNATURES**

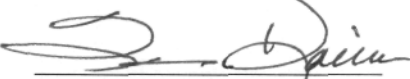
26 This Agreement may be executed in counterparts and by facsimile or portable document
27 format (PDF), each of which shall be deemed an original, and all of which, when taken together,
28 shall constitute one and the same document.

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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: December __, 2017</p> <p>_____ Mr. James Lee, President Organize It All Inc.</p>	<p>Dated: December 19, 2017</p> <p> _____ Plaintiff Susan Davia</p>
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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

Dated: December <u>20th</u> , 2017  Mr. James Lee, President Organize It All Inc.	Dated: December ___, 2017 _____ Plaintiff Susan Davia
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**ORGANIZE IT ALL, INC.
24 RIVER ROAD, SUITE# 201
BOGOTA, NJ 07603**