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4

5 Attorneys for Plaintiff  
SUSAN DAVIA  
6

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF MARIN  
9  
10 UNLIMITED CIVIL JURISDICTION  
11

12 SUSAN DAVIA,

13 Plaintiff,

14 v.

15 OLYMPIA TOOLS INTERNATIONAL, INC.  
16 AND DOES 1-150,

17 Defendants.  
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Case No. CIV 1704290

**CONSENT TO JUDGMENT AS TO  
DEFENDANT OLYMPIA TOOLS  
INTERNATIONAL, INC.**

Action Filed: November 21, 2017  
Trial Date: None Assigned



1 Olympia received the July 6, 2017, Notice of Violation. The Parties represent that, as of the  
2 date each executes this Agreement, they believe that no public enforcer is diligently prosecuting a  
3 Proposition 65 enforcement action related to DEHP and DINP in the Covered Products, as identified  
4 in the Notice.

5 **1.6 Complaint**

6 On November 21, 2017, Davia, acting in the interest of the general public in California, filed  
7 a Complaint in the Superior Court of the State of California for the County of Marin, Case No. CIV  
8 1704290, alleging violations by Olympia and Does 1-150 of Health & Safety Code § 25249.6 based,  
9 *inter alia*, on the alleged exposures to DEHP and DINP contained in certain vinyl-coated Olympia  
10 spring clamp products.

11 **1.7 No Admission**

12 This Agreement resolves claims that are denied and disputed by Olympia. The Parties enter  
13 into this Agreement pursuant to a full and final settlement of any and all claims between the Parties  
14 for the purpose of avoiding prolonged litigation. Olympia denies the material factual and legal  
15 allegations contained in the Notice and Action, maintain that they did not knowingly or  
16 intentionally expose California consumers to DEHP and DINP without a clear and reasonable  
17 warning, and otherwise contend that all Noticed products they have manufactured, distributed  
18 and/or sold in California have been and are in compliance with all applicable laws. Nothing in this  
19 Agreement shall be construed as an admission by Olympia of any fact, finding, issue of law, or  
20 violation of law, nor shall compliance with this Agreement constitute or be construed as an  
21 admission by Olympia of any fact, finding, conclusion, issue of law, or violation of law, such being  
22 specifically denied by Olympia. However, notwithstanding the foregoing, this section shall not  
23 diminish or otherwise affect Olympia's obligations, responsibilities, and duties under this  
24 Agreement.

25 **1.8 Consent to Jurisdiction**

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

5 **2. DEFINITIONS**

6 **2.1** The term "Complaint" shall mean the November 21, 2017, Complaint, Marin County  
7 Superior Court Case No. CIV1704290.

8 **2.2** The term "Products" or "Covered Products" shall mean all Olympia spring clamp  
9 products with vinyl-coated tips and grips, including, but not limited to, Olympia 1" spring clamp  
10 (38-301), Olympia 2" spring clamp (38-302) and Olympia 3" spring clamp (38-303).

11 **2.3** The term "Phthalate Free" shall mean less than or equal to 1,000 parts per million  
12 ("ppm") of DEHP, DINP, dibutyl phthalate ("DBP"), diisodecyl phthalate ("DIDP"), di-n-hexyl  
13 phthalate ("DnHP") and butyl benzyl phthalate ("BBP") as determined test results using  
14 Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C or similar

15 **2.4** "California Customer" shall mean any purchaser, distributor or retailer of the  
16 Covered Products that is located in California, has a California ship to address or that Olympia  
17 reasonably understands maintains a retail store in California or sells to customers located in  
18 California.

19 **2.5** "Effective Date" shall mean August 28, 2018.

20 **3. NON-MONETARY RELIEF**

21 **3.1 Product Reformulation Commitment**

22 **3.1.1** No later than October 10, 2018, Olympia shall provide the Phthalate Free phthalate  
23 concentration standards of Section 2.3 to the manufacturer or vendors of any Covered Product sold  
24 in California and the vinyl coating component thereof (if known) and request each such entity not to  
25 manufacture Covered Products or components thereof that do not meet the Phthalate Free  
26 concentration standards of Section 2.3. Olympia shall maintain copies of all vendor correspondence  
27 relating to the phthalate concentration standards for the two (2) years following the Effective Date.  
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1           **3.1.2** After the Effective Date, Olympia shall provide the Phthalate Free phthalate  
2 concentration standards of Section 2.2 to any New Vendors of any Covered Product or Covered  
3 Packaging and request such entities not to incorporate any raw or component materials that do not  
4 meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. “New  
5 Vendors” means vendors of Covered Products from whom Olympia Home was not obtaining  
6 Covered Products or Covered Packaging as of the Effective Date. Olympia shall maintain copies of all  
7 vendor correspondence relating to the phthalate concentration standards for the two (2) years  
8 following the Effective Date.

9           **3.1.3** As of the Effective Date, Olympia shall not manufacture or cause to be manufactured  
10 any Covered Product that is not Phthalate Free unless the Covered Product is labelled as set forth in  
11 Section 3.2.

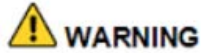
12           **3.2 Product Warning for Existing Inventory**

13           As of the Effective Date, except as to Covered Products already in the possession of Olympia  
14 as of the Effective Date, Olympia shall not sell or ship any Covered Product directly to a California  
15 Customer unless such Covered Product is sold or shipped with one of the clear and reasonable  
16 warnings set forth hereafter.

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

22           (a)   **Covered Product Labels.** All non-Phthalate Free Covered Products sold or  
23 otherwise distributed to a California Customer shall have a warning label attached to the Covered  
24 Product. The labels shall comply with the requirements herein or otherwise be consistent with 27  
25 CCR § 25603. The warning shall be in black writing, of no less than Times New Roman 12 or  
26 equivalent, on a white background and shall contain one of the following statements:

27    ///  
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This product can expose you to chemicals, including DEHP and DINP, that 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)

or, for any Covered Product to which a warning label was applied before August 30, 2018,

**[CALIFORNIA PROPOSITION 65] WARNING:** This Product Contains Chemicals Known To The State Of California To Cause Cancer And Birth Defects Or Other Reproductive Harm.

(b) **Catalog and Internet Sales.** After August 28, 2018, for all Covered Products sold or offered for sale by Olympia to a California Customer through a catalog or website produced or operated by or for Olympia, such catalog or website shall include a warning in the catalog or within the website identifying the specific Covered Product to which the warning applies, as specified in Sections 3.2(b)(i) and (ii) below or is otherwise consistent with 27 CCR § 25603.

(i) **Mail Order Catalog Warning.** For all mail order catalogs printed by or for Olympia after six (6) months from the Effective Date, any warning provided in such catalog must be in the same type size or larger than the Covered Product description text within the catalog. One of the following warning shall be provided on the same page and in the same location as the display and/or description of the Covered Product:

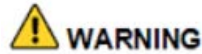
**WARNING:** This Product Contains Chemicals Known To The State Of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.



This product can expose you to chemicals, including DEHP and DINP, that are known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Where it is impracticable to provide the warning on the same page and in the same location as the display and/or description of the Covered Product, Olympia may utilize a designated symbol to cross reference the applicable warning and shall define the term “designated symbol” with the

1 following language on the inside of the front or back cover of the catalog or on the same page as any  
2 order form for the Covered Product(s):



4 Certain products identified with this symbol ▼  
5 can expose you to chemicals, including DEHP  
6 and DINP, that are known to the State of  
7 California to cause cancer. For more information  
8 go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

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

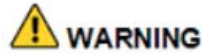
12 If Olympia elects to provide warnings in any mail order catalog, then the warnings must be  
13 included in all catalogs offering to sell one or more Covered Products in California.

14 (ii) **Internet Website Warning.** After August 28, 2018, a warning must be  
15 given on an e-commerce or other website owned or operated by or for Olympia in conjunction with  
16 the sale, or offer of sale, of any Covered Product to a California Customer. A warning will satisfy  
17 this requirement if it appears either: (a) on the same web page on which a Covered Product is  
18 displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same page  
19 as the price for any Covered Product; or (d) on one or more web pages displayed to a purchaser  
20 during the checkout process. One of the following warning statements, or one that otherwise  
21 complies with 27 CCR § 25603, shall be used and shall appear in any of the above instances adjacent  
22 to or immediately following the display, description, or price of the Covered Product for which it is  
23 given in the same type size or larger than the Covered Product description text:



25 This product can expose you to chemicals,  
26 including DEHP and DINP, that are known to  
27 the State of California to cause cancer. For more  
28 information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

1 Alternatively, the designated symbol from Section 3.2(b)(i) may appear adjacent to or  
2 immediately following the display, description, or price of the Covered Product for which a warning  
3 is being given, provided that the following warning statement also appears elsewhere on the same  
4 web page, as follows:



6 Products identified on this page with the  
7 following symbol ▼ can expose you to  
8 chemicals, including DEHP and DINP, that are  
9 known to the State of California to cause cancer.  
For more information go to  
www.P65Warnings.ca.gov

10 **4. MONETARY PAYMENTS**

11 **4.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

12 As a condition of settlement of all the claims referred to in this Agreement, Olympia shall  
13 pay a total of \$3,200 in civil penalties in accordance with California Health & Safety Code §  
14 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental  
15 Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Davia.

16 **4.2 Augmentation of Penalty Payments**

17 For purposes of the penalty assessment under this Agreement, plaintiff is relying entirely  
18 upon defendant and its counsel for accurate, good faith reporting to plaintiff of the nature and  
19 amounts of relevant sales activity. If within nine (9) months of the Effective Date, Davia discovers  
20 and presents to Olympia evidence that the Covered Products have been distributed by Olympia in  
21 sales volumes materially different (more than 20%) than those identified by Olympia prior to  
22 execution of this Agreement, then Olympia shall be liable for an additional penalty amount of  
23 \$10,000.00. Olympia shall also be liable for any reasonable, additional attorney fees expended by  
24 Davia in discovering such additional retailers or sales, up to a maximum of \$10,000 or some other  
25 amount awarded by the court after hearing. Davia agrees to provide Olympia with a written  
26 demand for all such additional penalties and attorney fees under this Section. After service of such  
27 demand, Olympia shall have thirty (30) days to agree to the amount of fees and penalties owing by  
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1 Olympia and submit such payment to Davia in accordance with the method of payment of penalties  
2 and fees identified in Section 4.1 and 4.4. Should this thirty (30) day period pass without any such  
3 resolution between the parties and payment of such additional penalties and fees, Davia shall be  
4 entitled to file a formal legal claim for additional civil penalties pursuant to this Section and shall be  
5 entitled to all reasonable attorney fees and costs relating to such claim.

#### 6 **4.3 Reimbursement of Plaintiff's Fees and Costs**

7 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without  
8 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
9 issue to be resolved after the material terms of the agreement had been settled. The Parties  
10 attempted, but were unable, to reach an accord on the compensation due to Davia and her counsel  
11 under the private attorney general doctrine codified at Code of Civil Procedure ("CCP") § 1021.5  
12 for all work performed through the approval of this settlement and for all work reasonably to be  
13 performed in connection with the terms set forth in this Agreement. Davia and her counsel assert  
14 that they may be entitled to some amount of reasonable attorneys' fees and costs under the  
15 prerequisites set forth by CCP § 1021.5. However, Olympia disputes whether reimbursement of  
16 certain fees and costs is justified under the facts peculiar to this action.

17 Prior to the date for Court approval of this Agreement the Parties shall schedule a mediation  
18 session with Honorable Bonnie Sabraw of ADR Services in San Francisco for the sole purpose of  
19 attempting to resolve the fee and cost reimbursement issue. The Parties agree that Olympia may  
20 raise issues relative to the merits of the action in addition to the reasonableness of the fees and costs.  
21 Should the Parties be able to resolve the fee and cost reimbursement issue at mediation, then such  
22 reimbursement shall be included in a revised Agreement and thereafter presented to the Court for  
23 approval.

24 If the Parties are unable to resolve the fee and cost reimbursement issue through mediation,  
25 then Davia shall proceed with the motion to approve this Agreement. Following the anticipated  
26 Court approval of this Agreement, the Parties agree that the outstanding fee and cost  
27 reimbursement and entitlement issue be adjudicated by binding and confidential arbitration  
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1 through a mutually agreeable arbitrator from JAMS or ADR Services in San Francisco under their  
2 respective rules for arbitration. If the parties are unable to agree upon an arbitrator, the Parties  
3 agree to each submit two names to the Court presiding over this Action and request the Court select  
4 one. The parties shall have 120 days after agreement upon or assignment of an arbitrator to  
5 complete arbitration. As part of the agreement to arbitrate the fee and cost reimbursement issue,  
6 the parties agree to pay one-half of all fees charged by the selected or appointed arbitrator and  
7 Olympia agrees to pay the award, if any, within twenty business days of the arbitrator's issuance  
8 and service of the decision on the Parties. Olympia understands that Davia is entitled to seek to  
9 recover not only fees and costs expended in her efforts to secure this Agreement, but also those fees  
10 and costs incurred with Davia's and her counsel's efforts in any mediation or arbitration procedure  
11 to recover her fees and costs (including the arbitration fees) expended in her efforts to secure this  
12 Agreement ("fees on fees").

13 To protect disclosure of competition sensitive and private information, all facts, documents  
14 and other evidence submitted in the fee/cost arbitration proceeding shall be and remain  
15 confidential. The arbitrator shall be requested to issue an award containing a confidential  
16 explanation for the fee/cost award as well as a separate award as to solely the amount of fees and  
17 cost Olympia is required to reimburse plaintiffs' attorneys, if any. Any portion of the arbitrator  
18 explanation or award other than the amount of the award shall be and remain confidential. The  
19 arbitration award identifying the amount of fees and cost Olympia is required to reimburse  
20 plaintiffs' attorneys, if any, shall not be confidential. If Olympia fails to pay the award, if any,  
21 within twenty business days of the arbitrator's issuance and service of the decision on the Parties,  
22 plaintiff shall be entitled to submit the non-confidential award of the arbitrator to the Court for  
23 confirmation and shall be entitled to 10% interest on the amount of the award from date of its  
24 issuance until payment.

#### 25 **4.4 Payment Procedures**

26 Olympia shall deliver all settlement payment funds required by this Agreement to its counsel  
27 within two weeks of the date this Agreement is fully executed by the Parties. Olympia's counsel  
28

1 shall confirm receipt of settlement funds in writing to plaintiff's counsel and hold the amounts paid  
2 in trust until such time as the Court approves this settlement contemplated by Section 7. -

3 Within five business days of the date plaintiff provides electronic mail notice to counsel for  
4 Olympia that the Court has approved this settlement, Olympia's counsel shall deliver the settlement  
5 payments to plaintiff's counsel as follows:

- 6 1. a civil penalty check in the amount of \$2,400 payable to "OEHHA" (EIN: 68-0284486,  
7 Memo line "Prop 65 Penalties, 2017-01684");
- 8 2. a civil penalty check in the amount of \$800 payable to "Susan Davia" (Tax ID to be  
9 supplied, Memo line "Prop 65 Penalties, 2017-01684"); and

10 All penalty payments shall be delivered to the Sheffer Law Firm at the following address:

11 Sheffer Law Firm  
12 Attn: Proposition 65 Controller  
13 81 Throckmorton Ave., Suite 202  
14 Mill Valley, CA 94941

15 Olympia shall deliver all Section 4.2 additional civil penalty and attorney fee/cost payments  
16 by delivering such Section 4.2 settlement payments, on or before the date agreed upon pursuant to  
17 Section 4.2 or ordered by the Court, to Plaintiff's counsel as follows:

- 18 1. a civil penalty check in the amount of 75% of the penalty agreed upon or ordered by  
19 the Court pursuant to Section 4.2 payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop  
20 65 Penalties, 2017-01684");
- 21 2. a civil penalty check in the amount of 25% of the penalty agreed upon or ordered by  
22 the Court pursuant to Section 4.2 payable to "Susan Davia" (EIN: to be supplied upon  
23 request), Memo line "Prop 65 Penalties, 2017-01684"); and
- 24 3. An attorney fee and cost reimbursement check, in the amount agreed upon or ordered  
25 by the Court pursuant to Section 4.2 payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo  
26 line "2017-01684").

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

Sheffer Law Firm  
Attn: Proposition 65 Controller

1 81 Throckmorton Ave., Suite 202  
2 Mill Valley, CA 94941.

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

#### 6 **4.4 Issuance of 1099 Forms**

7 After this agreement has been executed and the settlement funds have been transmitted to  
8 Davia's counsel, Olympia shall cause three separate 1099 forms to be issued, as follows:

9 (a) The first 1099 shall be issued to the Office of Environmental Health Hazard  
10 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount  
11 paid pursuant to Sections 4.1 and 4.2;

12 (b) The second 1099 shall be issued to Davia in the amount paid pursuant to  
13 Sections 4.1 and 4.2, whose address and tax identification number shall be furnished  
14 upon request; and

15 (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in  
16 the amount paid pursuant to Section 4.2, if any.

### 17 **5. CLAIMS COVERED AND RELEASE**

#### 18 **5.1 Davia's Release of Olympia**

19 **5.1.1** With the exception of the fee and cost reimbursement issue addressed in Section 4.3,  
20 this Agreement is a full, final, and binding resolution between Davia, on behalf of herself and in the  
21 interest of the general public, and Olympia and each of their attorneys, successors and assigns  
22 ("Defendant Releasees") and each entity to whom Olympia directly distributed or sold the Covered  
23 Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers,  
24 franchisers, cooperative members, licensors and licensees ("Downstream Releasees") of any  
25 violation of Proposition 65 that was asserted against Defendant Releasees regarding the failure to  
26 warn about exposure to DEHP and DINP contained in the Covered Products.

27 **5.1.2** With the exception of the fee and cost reimbursement issue addressed in Section 4.3,  
28 Davia, on behalf of herself and in the interest of the general public, hereby waives, and releases all

1 Defendant Releasees from all claims for violation of Proposition 65 through the Effective Date based  
2 upon exposures to DEHP and DINP caused by Covered Products as set forth in plaintiff's 60-Day  
3 Notice to Olympia.

4 **5.1.3** The Parties understand and agree that this Section 5.1 release only extends upstream  
5 to any entities that manufactured any Covered Product or any component parts thereof, or any  
6 distributors or suppliers who sold any Covered Products or any component parts thereof to Olympia  
7 and that such upstream release shall be limited to only the manufacture, distribution or supply of  
8 Covered Products for, or to, Olympia and not for any other product besides Covered Products.

9 **5.1.4** With the exception of the fee and cost reimbursement issue addressed in Section 4.3,  
10 upon court approval of the Agreement, the Parties waive their respective rights to a hearing on the  
11 allegations of the Complaint.

12 **5.2 Olympia's Release of Davia**

13 **5.2.1** With the exception of the fee and cost reimbursement issues addressed in  
14 Section 4.3 Olympia waives any and all claims against Davia, her attorneys, and other  
15 representatives for any and all actions taken or statements made (or those that could have been taken  
16 or made) by Davia and her attorneys and other representatives, whether in the course of  
17 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
18 and/or with respect to the Covered Products.

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

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

1           The Parties expressly waive and relinquish any and all rights and benefits that each may have  
2 under, or which may be conferred on it by the provisions of Section 1542 of the California Civil Code  
3 as well as under any other state or federal statute or common law principle of similar effect, to the  
4 fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters. In  
5 furtherance of such intention, the release hereby given shall be and remain in effect as a full and  
6 complete release notwithstanding the discovery or existence of any such additional or different  
7 claims or facts arising out of the released matters.

8           **6. SEVERABILITY**

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

13           **7. COURT APPROVAL**

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

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

22           **8. GOVERNING LAW**

23           The terms of this Agreement shall be governed by the laws of the State of California. In the  
24 event that Proposition 65 is repealed, or is rendered expressly inapplicable to the Covered Products  
25 by a Court decision, then Olympia may provide written notice to Davia of any asserted change in  
26 the law and may make a properly noticed motion to the Marin County Superior Court to be relieved  
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1 from further injunctive obligations under this Agreement with respect to, and to the extent that, the  
2 Covered Products are so affected.

3 **9. NOTICES**

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

6 For Olympia, to:

7 Artem Kalayjan, General Counsel  
8 Olympia Tools International, Inc.  
9 929 N. Grand Ave.  
Covina, CA 91724-2046

10 With a copy to their counsel:

11 Lee N. Smith, Esq.  
12 Coleman & Horowitz, LLP  
13 499 W. Shaw Ave., Ste. 116  
14 Fresno, Ca 93704  
[Lsmith@Ch-Law.Com](mailto:Lsmith@Ch-Law.Com)

15 For Davia to:

16 Proposition 65 Coordinator  
17 Sheffer Law Firm  
18 81 Throckmorton Ave., Suite 202  
Mill Valley, CA 94941

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

21 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

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

24 **11. MODIFICATION**

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





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**15. NEUTRAL CONSTRUCTION**

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

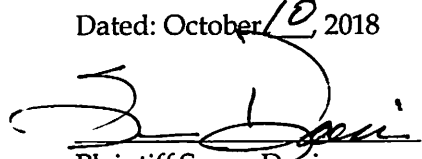
**16. COUNTERPARTS, FACSIMILE SIGNATURES**

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.

**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: October __, 2018</p> <p>_____ Hao Wen, CEO Olympia Tools International, Inc.</p>	<p>Dated: October 10, 2018</p> <p> Plaintiff Susan Davia</p>
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**15. NEUTRAL CONSTRUCTION**

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


**16. 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.

**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: October 29, 2018  Hao Wen, CEO Artem Kalasjan VP Olympia Tools International, Inc.	Dated: October __, 2018  Plaintiff Susan Davia
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