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SHEFFER LAW FIRM
2 232 E. Blithedale Ave., Suite 210
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3 Telephone: 415.388.0911
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4 Attorneys for Plaintiff
5 SUSAN DAVIA

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF MARIN
9 UNLIMITED CIVIL JURISDICTION
10

11 SUSAN DAVIA,

12 Plaintiff,

13 v.

14 NEW SOLUTIONS, LLC, SCRIP, INC.,
ALLEGRO MEDICAL SUPPLIES, INC.,
15 ALLEGROMEDICAL.COM AND DOES 1-150,

16 Defendants.
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Case No. CIV2101861

**AMENDED CONSENT TO JUDGMENT
SETTLEMENT AGREEMENT**

Action Filed: May 17, 2021
Trial Date: None Assigned

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and
4 between Susan Davia (“Davia”), on the one hand, and New Solutions (“New Solutions”), with
5 New Solutions and Davia collectively referred to as the “Parties.”

6 **1.2 Davia**

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 New Solutions**

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

14 **1.4 General Allegations**

15 Davia alleges that Defendants participated in the manufacture, distribution and/or sale, in the
16 State of California, of vinyl-covered, padded wheelchair components that exposed users to di(2-
17 ethylhexyl)phthalate (“DEHP”) without first providing a “clear and reasonable warning” under
18 Proposition 65. DEHP is listed as a carcinogen and reproductive toxin pursuant to Proposition 65.
19 DEHP shall be referred to hereinafter be referred to collectively as the “Listed Chemical”.

20 **1.5 Notice of Violation**

21 On February 26, 2021, Davia served Defendants and various public enforcement agencies
22 with a document entitled “60-Day Notice of Violation” that provided public enforcers and the
23 noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for purportedly
24 failing to warn consumers of the presence of DEHP found in the Covered Products (defined
25 hereafter) sold in California (AG Notice 2021-00478).

26 The February 26, 2021, 60-Day Notice of Violation served on Defendants shall be referred to
27 herein as the “Notice.”
28

Defendants received the Notice. Defendants represent that, as of the date they execute this Agreement, they are 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 Notice.

1.6 Complaint

On May 17, 2021, Davia filed a Complaint in the Superior Court of the State of California for the County of Marin, Case No. CIV2101861, alleging violations by Defendants of Health and Safety Code § 25249.6 based on alleged exposures to DEHP in the Covered Products (the "Action").

1.7 No Admission

This Agreement resolves claims that are denied and disputed by Defendants. 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. Defendants deny the material factual and legal allegations contained in the Notice, maintain that they did not knowingly or intentionally expose California consumers to the Listed Chemical through the reasonably foreseeable use of the Covered Products and further contend that all Covered Products they have 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 Defendants 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 Defendants of any fact, finding, conclusion, issue of law, or violation of law, all of which are specifically denied by Defendants. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Defendants' obligations, responsibilities, and duties under this Agreement.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Defendants as to the allegations in the Notice received from Davia, and this Agreement, that venue is proper in County of Marin, and that the Marin County Superior Court has jurisdiction over the Parties in any action to enforce the provisions of this Agreement.

1 **2. DEFINITIONS**

2 **2.1** The term “Product” or “Covered Product” shall mean all New Solutions vinyl
3 padded wheelchair components such as arm and leg rests, including, but not limited to, desk
4 length vinyl wheelchair armrest.

5 **2.2** The term “Phthalate Free” Covered Product shall mean that each vinyl component of
6 each Covered Product contains less than or equal to 1,000 parts per million (“ppm”) of di(2-
7 ethylhexyl) phthalate (“DEHP”), dibutyl phthalate (“DBP”), diisononyl phthalate (“DINP”),
8 diisodecyl phthalate (“DIDP”), di-n-hexyl phthalate (“DnHP”) and butyl benzyl phthalate (“BBP”)
9 as determined test results using Environmental Protection Agency (“EPA”) testing methodologies
10 3580A and 8270C.

11 **2.3** “Effective Date” shall mean October 3, 2022.

12 **3. INJUNCTIVE-TYPE RELIEF**

13 **3.1 Product Reformulation Commitment**


14 **3.1.1** No later than the Effective Date, New Solutions shall provide the Phthalate Free
15 phthalate concentration standards of Section 2.2 to any then-current vendor of any Covered
16 Product and request such entity not to provide any Covered Product that does not meet the
17 Phthalate Free concentration standards of Section 2.2. New Solutions shall maintain copies of all
18 vendor correspondence relating to the Phthalate Free concentration standards for two (2) years
19 after the Effective Date and shall produce such copies to Davia within fifteen (15) days of receipt of
20 reasonable request made in writing from Davia.

21 **3.1.2** After the Effective Date, New Solutions shall provide the Phthalate Free phthalate
22 concentration standards of Section 2.2 to any New Vendor of any Covered Product and request
23 such entity not to provide any Covered Product that does not meet the Phthalate Free
24 concentration standards of Section 2.2. “New Vendor” means any vendor of Covered Products
25 from whom New Solutions was not obtaining Covered Products as of the Effective Date. New
26 Solutions shall maintain copies of all New Vendor correspondence relating to the Phthalate Free
27 concentration standards and shall produce such copies to Davia within fifteen (15) days of receipt
28 of reasonable request made in writing from Davia.


1 **3.1.3** As of December 31, 2021, New Solutions shall label any Covered Product that does
2 not meet the Phthalate Free chemical concentration levels and is sold to a California Customer
3 with a clear and reasonable warning as set forth in Section 3.3. For every Covered Product New
4 Solutions alleges is Phthalate Free after December 31, 2021, New Solutions shall, for a period of
5 two (2) years after placing the order, maintain copies of all testing of such products demonstrating
6 compliance with this section, shall maintain copies of all vendor correspondence relating to the
7 Phthalate Free concentration standards of Section 2.2 and shall produce such copies to Davia
8 within fifteen (15) days of receipt of reasonable request made in writing from Davia.

9 **3.2 Previously Distributed Covered Products.**

10 **3.2.1** Customer Notification - No later than the Effective Date, New Solutions shall send a
11 letter, electronic or otherwise (“Notification Letter”) to: (1) each retailer or distributor in California
12 to which New Solutions, after February 1, 2020, supplied any Covered Product, and (2) any other
13 retailer or distributor that serves California customers and that New Solutions reasonably
14 understands or believes has any inventory of Covered Products. For Covered Products containing
15 only phthalate DEHP, the Notification Letter shall advise the recipient that Covered Products
16 “contain DEHP, chemicals known to the State of California to cause cancer, birth defect or other
17 reproductive harm”. The Notification letter shall inform the recipient apply a Proposition 65
18 warning label to each Covered Product or its immediate packaging, which label shall contain one
19 of the following warnings, before it is sold in the California market or to a California customer:

20  **WARNING:** This product can expose you to
21 DEHP, which is known to the state of California to
22 cause cancer and birth defects or other
23 reproductive harm.

24 or

25  **WARNING:** Cancer and birth defects or other
26 reproductive harm - www.P65Warnings.ca.gov

27 The Notification Letter shall be sent with return receipt requested. The Notification Letter shall
28 request written confirmation from the recipient, within 15 days of receipt, that all such inventory

1 for California sale has been, or will be, labelled with the warning language identified in this
2 section.


3 **3.2.2** New Solutions shall maintain records of compliance correspondence, inventory
4 reports or other communication confirming compliance with § 3.2.1 for two (2) years from the
5 Effective Date and shall produce copies of such records upon reasonable written request by Davia.

6 **3.3 Existing Inventory Product Labels**


7 For any Covered Products obtained by Defendants after the Effective Date that do not
8 qualify as Phthalate Free, Defendants shall not sell or ship any of such Covered Product unless
9 Defendants have complied with all warning requirements set forth in Section 3.3.1.

10 **3.3.1 Covered Product Label.**

11 For all Covered Products that contain one or more phthalate chemicals in excess of the
12 Phthalate Free concentration limits, Defendants shall affix a label to the Covered Product or its
13 immediate packaging that states:

14
15  **WARNING:** This product can expose you
16 to chemical[s] including [name of one or more
17 chemicals], which [is] [are] known to the state
18 of California to cause [cancer] and [birth
defects or other reproductive harm.]

19 or


20  **WARNING:** [Cancer] [and] [birth defects or
21 other reproductive harm] -
www.P65Warnings.ca.gov

22 Defendant shall select the bracketed language as appropriate for the included phthalate(s) and
23 shall comply with the requirements of 27 CCR Section 25603.

24 The label shall be prominently affixed with such conspicuousness as compared with other
25 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.

27 **3.3.2 Internet Website Warning.**

After the Effective Date, a warning must be given on an e-commerce or other website owned or operated by or for any of Defendants in conjunction with the advertisement, marketing, sale or offer of sale of any Covered Product. A warning will satisfy this requirement if 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 chemical[s] including [name of one or more chemicals], which [is] [are] known to the state of California to cause [cancer] and [birth defects or other reproductive harm.]

Defendant shall select the bracketed language as appropriate for the included phthalate(s) and shall comply with the requirements of 27 CCR Section 25603.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this Settlement Agreement, New Solutions shall cause to be paid a total of \$3,000 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 Defendants and their counsel for accurate, good faith reporting to Davia of the nature and amounts of sales activity of the Covered Products during the relevant period. If within nine (9) months of the Effective Date, Davia discovers and presents to New Solutions evidence that during the relevant period the Covered Products have been sold to retailers or California consumers by New Solutions in sales volumes materially different (more than 25%) than those identified by

1 Defendants prior to execution of this Agreement, then New Solutions shall be liable for an
2 additional penalty amount of \$10,000.00. Defendants shall also pay reasonable, additional
3 attorney fees expended by Davia in discovering such additional sales and reporting them to New
4 Solutions in accordance with this section. Davia agrees to provide New Solutions with a written
5 demand for such additional penalties and attorney fees under this Section. After service of such
6 demand, New Solutions shall have thirty (30) days to pay the additional civil penalties amount
7 demanded or negotiate with Davia as to an agreed amount of fees and penalties to be paid in
8 accordance with the method of payment of penalties and fees identified in Section 4.4. Should the
9 parties dispute whether Davia has provided appropriate evidence of “sales volumes materially
10 different (more than 25%) than those identified by New Solutions prior to execution of this
11 Agreement”, then the parties shall have the issue decided by a mutually agreed upon Mediator,
12 each side to bear its own costs of the mediation. Should mediation not be successful in resolving
13 the matter then, within thirty (30) days of the mediation, Davia shall be entitled to file an action for
14 breach of this Agreement in which the sole issues for resolution by the Court shall be: (1) whether
15 during the relevant period Covered Products were sold to California consumers by New Solutions
16 in sales volumes materially different (more than 25%) than those identified by New Solutions prior
17 to execution of this Agreement; and (2) if the Court finds in favor of Davia on issue no. 1, the
18 amount of legal fees, if any, Davia is entitled to recover for discovering the additional sales and
19 reporting them to New Solutions in accordance with this section. In any action brought under this
20 Section 4.2, the prevailing party shall be entitled to recover its attorney’s and other fees and costs.

21 **4.3 Reimbursement of Davia’s Fees and Costs**

22 The Parties acknowledge that Davia and her counsel refused to consider any
23 reimbursement of plaintiff’s fees or costs until all other terms of the settlement were reached. The
24 Parties then reached an accord on the reimbursement due to Davia and compensation of her
25 counsel under general contract principles and consistent with the private attorney general doctrine
26 codified at California Code of Civil Procedure section 1021.5. Under these principles, New
27 Solutions shall reimburse plaintiff the amount of \$32,000 for fees and costs incurred investigating
28 and negotiating a resolution of this matter. Such payment shall be made payable to “Sheffer Law

1 Firm".

2 **4.4 Payment Procedures**

3 No later than fifteen (15) days after execution of this Agreement, New Solutions shall
4 deliver three check settlement payments to the Sheffer Law Firm as follows:

5 a civil penalty check payable to "OEHHHA" (Memo line "Prop 65 Penalties, 2021-00478"), in
6 the amount of \$2,250;

7 a civil penalty check payable to "Susan Davia" (Memo line "Prop 65 Penalties, 2021-00478")
8 in the amount of \$750; and

9 an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (Memo line
10 "2021-00478") in the amount of \$32,000.

11 The Sheffer Law Firm shall maintain possession of the settlement checks from New
12 Solutions, without depositing them, until such time as the Court approves this settlement as
13 contemplated by Section 6. Within five (5) business days of the date plaintiff provides electronic
14 mail notice to counsel for defendants that the Court has approved this settlement, Plaintiff shall
15 deliver the appropriate settlement payment checks to Susan Davia and OEHHHA and shall be free to
16 deposit the Sheffer Law Firm settlement check in the firm account.

17 All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be
18 delivered to plaintiff's counsel at the following address:

19 Sheffer Law Firm
20 Attn: Proposition 65 Controller
21 232 E. Blithedale Avenue, Suite 210
Mill Valley, CA 94941

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

25 Sheffer Law Firm
26 Attn: Proposition 65 Controller
232 E. Blithedale Avenue, Suite 210
Mill Valley, CA 94941

27 New Solutions shall be liable for payment of interest, at a rate of 10% simple interest, for all
28 amounts due and owing from it under this Section that are not received by Sheffer Law Firm within

1 two business days of the due date for such payment.

2 **4.5 Issuance of 1099 Forms**

3 After this Agreement has been executed and funds have been transmitted to Davia's counsel
4 at the address set forth in Section 4.4., New Solutions shall cause three separate 1099 forms to be
5 issued, as follows:

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

9 (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1
10 and 4.2 (if any), whose address and tax identification number shall be provided to New
11 Solutions upon request; and

12 (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the
13 amount paid pursuant to Section 4.3 and 4.2 (if any).
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1 **5. RELEASES**

2 **5.1 DAVIA’S RELEASE OF DEFENDANTS**

3 5.1.1 This settlement agreement is a full, final and binding resolution between Davia and
4 Defendants of any violation of Proposition 65 that was or could have been asserted by Davia on
5 behalf of herself, her representatives or attorneys, against Defendants, their directors, officers,
6 employees, attorneys, parents and each entity to whom Defendants directly or indirectly
7 distributes or sells Covered Products including, but not limited to, Scrip, Inc., Allegro Medial
8 Supplies and Allegromedical.com, based on their alleged failure to warn about alleged exposures
9 to the Listed Chemical contained in the Covered Products that were sold by Defendants before the
10 Effective Date.

11 5.1.2 Davia, acting on her own behalf and in the public interest, releases Defendant from
12 all claims for violations of proposition 65 up through the Effective Date based on failure to warn of
13 the exposure to DEHP from Covered Products as set forth in the Notice. Compliance with the
14 terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to
15 exposures to DEHP from Covered Products as set forth in the Notice of Violations.

16 5.1.3 Davia, in her individual capacity, also provides a general release and waiver which
17 shall be effective as a full and final accord and satisfaction, and as a bar to all claims, actions and
18 causes of action, of any nature, character or kind, known or unknown, suspected or unsuspected,
19 arising out of the subject matter of the Notice and the Covered Products to the extent sold or
20 distributed by Defendants prior to the Effective Date, and for all actions taken and statements
21 made (or that could have been taken or made) by Defendants and their attorneys and other
22 representatives in connection with negotiating this Agreement. Davia acknowledges that she is
23 familiar with section 1542 of the California Civil Code, which provides as follows:

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

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

8 This Section 5 release shall not release any obligations created by or set forth in this
9 Agreement. The Parties further understand and agree that this Section 5 release shall not extend
10 upstream to any entities, other than Defendants, that manufactured any Covered Product or any
11 component parts thereof, or any distributors or suppliers who sold Covered Products or any
12 component parts thereof to Defendants.

13 **5.2 DEFENDANTS RELEASE OF DAVIA**

14 Defendants, on behalf of themselves and their agents, representatives, attorneys,
15 successors, and/or assignees, hereby waive any and all claims against Davia and her attorneys and
16 other representatives, for any and all actions taken or statements made (or those that could have
17 been taken or made) by Davia and her attorneys and other representatives arising out of the
18 subject matter of the Notice and the Covered Products, whether in the course of investigating
19 claims in this matter, otherwise seeking to enforce Proposition 65 against Defendants and
20 Releasees in this matter, or negotiating this Agreement. Defendants acknowledge that it is
21 familiar with Section 1542 of the California Civil Code, which provides as follows:

22
23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
26 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
27 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
28 DEBTOR OR RELEASE PARTY.

29 Defendants expressly waive and relinquishes all rights and benefits which they may have
under, or which may be conferred on it by the provisions of Section 1542 of the California Civil

1 Code as well as under any other state or federal statute or common law principle of similar effect,
2 to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released
3 matters identified in this Section 5.2. In furtherance of such intention, the release hereby given
4 shall be and remain in effect as a full and complete release notwithstanding the discovery or
5 existence of any such additional or different claims or facts arising out of the released matters.
6

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

9 **6. COURT APPROVAL**

10 This Agreement is effective upon execution but must also be approved by the Court. If the
11 Court does not approve this Agreement in its entirety, the Parties shall meet and confer to
12 determine whether to modify the terms of the Agreement and to resubmit it for approval. In
13 meeting and conferring, the Parties agree to negotiate in good faith to reach agreement on any
14 actions reasonably necessary to amend and/or modify this Agreement in order to further the
15 mutual intention of the Parties in entering into this Agreement. The Agreement shall become null
16 and void if, for any reason, it is not approved and entered by the Court, as it is executed, within one
17 year after it has been fully executed by all Parties. The Parties agree that, upon Court approval, a
18 Court judgment shall be entered on the terms of this Agreement.

19 **7. SEVERABILITY**

20 If any of the provisions of this Agreement are found by a court to be unenforceable, the validity of
21 other provisions of this Agreement, upon express consent of all Parties, shall not be affected and
22 shall remain in full force and effect.

23 **8. GOVERNING LAW**

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

25 **9. NOTICES**

26 When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by
27 FedEx (or other tracked delivery service) or electronic mail to the following:
28

1 **For Defendants:**

2 Nicholas Hambrick, owner
3 New Solutions, LLC
4 4321 Alamo St
5 Riverside, CA 92501

6 **For Defendants' Counsel:**

7 Ryan Landis, Esq.
8 Carson Misiura Bergeron Goldman Gardella Gaughan
9 rlandis@CMBG3.COM

10 **For Davia:**

11 Proposition 65 Coordinator
12 Sheffer Law Firm
13 232 E. Blithedale Avenue, Suite 210
14 Mill Valley, CA 94941

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

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

18 Davia agrees to comply with the reporting form requirements of California Health & Safety
19 Code §25249.7(f).

20 **11. MODIFICATION**

21 This Agreement may be modified only by written agreement of the Parties or court order.

22 **12. ENTIRE AGREEMENT**

23 This Agreement contains the sole and entire agreement and understanding of the Parties
24 with respect to the entire subject matter hereof, and all prior discussions, negotiations,
25 commitments, and understandings related hereto. No representations, oral or otherwise, express
26 or implied, other than those contained herein have been made or relied on by any Party hereto
27 (other than the sales figures provided to Davia). No other agreements not specifically referred to
28 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

1 Agreement shall be deemed or shall constitute a waiver of any of the other provisions whether or
2 not similar, nor shall such waiver constitute a continuing waiver.

3 **13. ATTORNEY'S FEES**

4 **13.1** In any dispute concerning any matter related to this Agreement, the prevailing Party
5 shall be entitled to recover its costs and expenses, including attorneys' fees and costs. Except as
6 otherwise specifically provided herein, each Party shall bear its own costs and attorney's fees in
7 connection with the Notice. Nothing in this Section shall preclude a Party from seeking an award
8 of sanctions pursuant to law.

9 **14. NEUTRAL CONSTRUCTION**

10 Both Parties and their counsel have participated in the preparation of this Agreement and
11 this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to
12 revision and modification by the Parties and has been accepted and approved as to its final form
13 by each of the Parties. Accordingly, any uncertainty or ambiguity existing in this Agreement shall
14 not be interpreted against any Party as a result of the manner of the preparation of this Agreement.
15 Each Party to this Agreement agrees that any statute or rule of construction providing that
16 ambiguities are to be resolved against the drafting Party should not be employed in the
17 interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code
18 Section 1654. The Parties further agree that the section headings are for convenience only and
19 shall not affect interpretation of this Agreement.

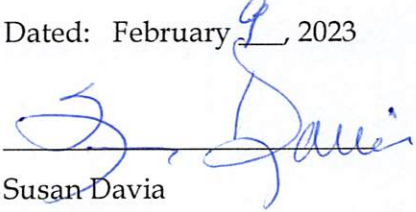
20 **15. COUNTERPARTS, FACSIMILE SIGNATURES**

21 This Agreement may be executed in counterparts and by facsimile or portable document
22 format (PDF), each of which shall be deemed an original, and all of which, when taken together,
23 shall constitute one and the same document. Signatures by scanned and e-mailed image or
24 facsimile transmission shall have the same force and effect as original signatures and as an
25 electronic record executed and adopted by a Party with the intent to sign the electronic record
26 pursuant to Civil Code §§ 1633.1 *et seq.*

1 **16. AUTHORIZATION**

2 Each of the persons signing this agreement represents and warrants that he or she is
3 authorized and has the capacity to execute this Agreement on behalf of the respective Party and
4 has read, understood, and agrees to all the terms and conditions of this Agreement on behalf of
5 such Party.

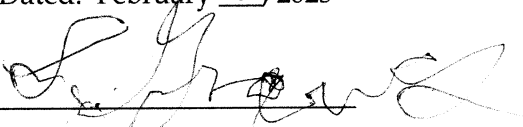
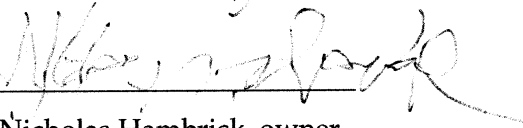
6 **IT IS SO AGREED**

<p>7 Dated: February __, 2023</p> <p>8 _____</p> <p>9 Leonard Graves, owner 10 New Solutions</p>	<p>8 Dated: February 9, 2023</p> <p>9 </p> <p>10 Susan Davia</p>
<p>11 Dated: February __, 2023</p> <p>12 _____</p> <p>13 Nicholas Hambrick, owner 14 New Solutions</p>	

1 **16. AUTHORIZATION**

2 Each of the persons signing this agreement represents and warrants that he or she is
3 authorized and has the capacity to execute this Agreement on behalf of the respective Party and
4 has read, understood, and agrees to all the terms and conditions of this Agreement on behalf of
5 such Party.

6 **IT IS SO AGREED**

<p>8 Dated: February <u>15</u> 2023</p> <p>9 </p> <p>10 _____</p> <p>11 Leonard Graves, owner New Solutions</p>	<p>Dated: February __, 2023</p> <p>_____</p> <p>Susan Davia</p>
<p>13 Dated: February <u>15</u> 2023</p> <p>14 </p> <p>15 _____</p> <p>16 Nicholas Hambrick, owner New Solutions</p>	