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4 Attorneys for Plaintiff  
SUSAN DAVIA  
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF MARIN  
10 UNLIMITED CIVIL JURISDICTION  
11

12 SUSAN DAVIA,

13 Plaintiff,

14 v.

15 STATEMENT ACCESSORIES LLC DBA TRUE  
16 LOVE ACCESSORIES, HOT TOPIC, INC., HOT  
17 TOPIC MERCHANDISING, INC. and DOES 1-  
150,

18 Defendants.  
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Case No. CV0005001

**CONSENT TO JUDGMENT SETTLEMENT  
AGREEMENT**

Action Filed January 7, 2025  
Trial Date: None Assigned

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent to Judgment Settlement Agreement (“Agreement” or “Settlement  
4 Agreement”) is entered into by and between noticing party Susan Davia (“Davia”) and noticed  
5 party Statement Accessories LLC dba True Love Accessories (hereafter, “True Love”), with Davia  
6 and True Love each referred to as a “Party” and collectively referred to as the “Parties.”

7 **1.2 Davia**

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

11 **1.3 Statement Accessories LLC dba True Love Accessories**

12 For purposes of this settlement agreement only, Statement Accessories LLC dba True Love  
13 Accessories does not dispute that it is a person in the course of doing business for purposes of the  
14 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§  
15 25249.6 *et seq.* (“Proposition 65”).

16 **1.4 General Allegations**

17 Davia alleges that True Love is responsible for the design, manufacture, distribution and/or  
18 sale, in the State of California, of Hot Topic vinyl handbags made with vinyl components that can  
19 expose users to diisononyl phthalate (DINP) without first providing “clear and reasonable  
20 warning” under Proposition 65. Pursuant to Proposition 65, DINP is listed as a carcinogen. DINP  
21 shall be referred to hereinafter as the “Listed Chemical.”

22 **1.5 Notices of Violation**

23 On January 24, 2024, Davia served Hot Topic, Inc., Hot Topic Merchandising, Inc. and  
24 various public enforcement agencies with a document entitled “Supplemental 60-Day Notice of  
25 Violation” that provided public enforcers and the noticed entities with notice of alleged violations  
26 of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DINP found in  
27 Hot Topic vinyl handbag Covered Products (hereafter defined) sold in California (AG Notice 2024-  
28 00336).

October 29, 2024, Davia served Statement Accessories LLC dba True Love Accessories and various public enforcement agencies with a document entitled "Supplemental 60-Day Notice of Violation" that also provided public enforcers and the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DINP found in PVC belt Covered Products (hereafter defined) sold in California (AG Notice 2024-04575).

The January 24, 2024, and October 29, 2024 Supplemental Notices of Violation shall hereafter collectively be referred to, collectively, as "Notice." The parties represent that, as of the date each executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DINP in the Covered Products, as identified in the Notice.

#### **1.6 No Admission**

This Agreement resolves claims that are denied and disputed by True Love. The Parties enter into this Agreement pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. True Love denies the material factual and legal allegations contained in the Notice, maintains that it did not knowingly or intentionally expose California consumers to the Listed Chemical through the reasonably foreseeable use of the Covered Products and otherwise contends that all Covered Products it has manufactured, distributed and/or sold in California have been and are in compliance with Proposition 65. Nothing in this Agreement shall be construed as an admission by True Love 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 True Love of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by True Love. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect True Love's obligations, responsibilities, and duties under this Agreement.

#### **1.7 Consent to Jurisdiction**

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over True Love as to this Agreement, that venue for any action to enforce this Agreement is proper in County of Marin and the Marin County Superior Court shall be considered

1 to have jurisdiction to enforce the provisions of this Agreement until performance in full of the  
2 terms of the settlement.

## 3 **2. DEFINITIONS**

4 **2.1** “Covered Product” shall mean all vinyl bags manufactured, imported, sold by  
5 and/or distributed by True Love with vinyl components containing diisononyl phthalate (“DINP”)   
6 including, but not limited to, that certain Bright Pink Chain Link Small Satchel, SKU20575456.

7 **2.2** “Phthalate Free” Covered Products shall mean any accessible component of any  
8 Covered Product contains less than or equal to 1,000 parts per million (“ppm”) of DEHP, DINP, di-  
9 n-butyl phthalate (“DBP”), diisodecyl phthalate (“DIDP”), di-n-hexyl phthalate (“DnHP”) and  
10 butyl benzyl phthalate (“BBP”) as determined by a minimum of duplicate quality controlled test  
11 results using Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C or  
12 equivalent methodologies utilized by federal or state agencies to determine the presence and  
13 measure the quantity of phthalates in solid substances.

14 **2.3** “Effective Date” shall mean March 1, 2024.

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

16 The Parties agree and intend for compliance with the terms of this Settlement Agreement to  
17 constitute compliance with Proposition 65 with respect to exposures to DINP from the Products, as  
18 set forth in the Notice.

### 19 **3.1 Products No Longer in True Love’s Control**

20 True Love represents that after their receipt of the Notice, True Love, and its downstream  
21 retailer Hot Topic, Inc. and Hot Topic Merchandising, Inc. (collectively, “Hot Topic”), took prompt  
22 measures to stop the sale of Covered Products in California. No later than the Effective Date, to the  
23 extent not already done, True Love shall send a notification (“Notification”) to the appropriate Hot  
24 Topic representative responsible for Covered Products. The Notification shall advise the recipient  
25 that Covered Products “have been tested for the presence of phthalates and found to contain DINP,  
26 a chemical known to the State of California to cause cancer,” and request that the recipient ensure  
27 that any Covered Products remaining in inventory for sale in or to California are immediately  
28 labelled with a label that complies with Section 3.3 of this Agreement or not be offered for sale

1 within California. The Notification shall request a response from the recipient within 15 days,  
2 confirming that it was received. True Love shall maintain records of all correspondence or other  
3 communications generated pursuant to this Section for two years after the Effective Date and shall  
4 promptly produce copies of such records upon Davia's written request.

### 5 **3.2 Product Reformulation and Warnings**

6 For sales of the Covered Product from a California retail store or to a California  
7 address customer after the Effective date True Love will either secure reformulation under 3.2.1 or  
8 utilize product warnings under 3.3 and 3.4.

9 **3.2.1** No later than thirty (30) days after the Effective Date, True Love shall provide the  
10 Phthalate Free concentration standards of Section 2.2 to its then-current vendors or manufacturers  
11 of any Covered Product and to its vendors of any vinyl material for any Covered Product, and  
12 instruct such entities not to incorporate any raw or component materials that do not meet the  
13 Phthalate Free concentration standards of Section 2.2 into any Covered Product or to supply any  
14 Covered Product to True Love that is not Phthalate Free. True Love shall maintain copies of all  
15 vendor correspondence relating to the Phthalate Free concentration standards for one year and  
16 shall produce such copies to Davia within fifteen (15) business days of receipt of written request  
17 from Davia.

18 **3.2.2** After the Effective Date, True Love shall provide the Phthalate Free concentration  
19 standards of Section 2.2 to any new vendors or manufacturers of any Covered Product, to its  
20 vendors of any vinyl material for any Covered Product and instruct such entities not to incorporate  
21 any raw or component materials that do not meet the Phthalate Free concentration standards of  
22 Section 2.2 into any Covered Product. Prior to purchase and acquisition of any Covered Product or  
23 any vinyl component for any Covered Product from any new vendor, True Love shall obtain  
24 written confirmation and accompanying laboratory test result from the new vendor demonstrating  
25 compliance with the Phthalate Free concentration standard in all materials comprising the Covered  
26 Product. For every Covered Product True Love manufactures, causes to be manufactured, orders,  
27 causes to be ordered or otherwise obtains from a new vendor after the Effective Date, True Love  
28 shall maintain copies of all testing of such products demonstrating compliance with this section for

one (1) year from the Effective Date, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for one (1) year from the Effective Date and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia. For every Covered Product True Love contends meets the Phthalate Free concentration standards and intends to offer for sale without a warning pursuant to Section 3.3 below, True Love shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for one (1) year from the Effective Date and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia.


### **3.3 Covered Product Warnings**

#### **3.3.1 Retail Sale Warnings**

For any Covered Products sold by True Love after the Effective Date in or into California, or to a retail entity that True Love reasonably understands sells products into California, which Covered Products do not meet the Section 2.2 Phthalate Free concentration levels, each such product shall be labelled with a Prop 65 Safe Harbor warning.

Each such warning utilized by True Love for any Covered Product shall be prominently placed either on the product, its labeling or its packaging with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions *before* purchase or use.

Each warning shall either be printed directly on the Covered Product consumer label or be comprised of an independent hang tag affixed to the Covered Product. Each warning shall include the yellow triangle with an internal exclamation point and state:


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

or


**WARNING:** Cancer - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

This short form warning may only be used until January 1, 2028, at which point the language must change to reflect the revised short form requirements. As of January 1, 2028, to the extent

True Love chooses to employ a short form warning on Covered Product, then such short form warning shall read as follows:


 **WARNING:** Risk of cancer from exposure to diisononyl phthalate (DINP).  
See [www.p65warnings.ca.gov/](http://www.p65warnings.ca.gov/)

or


 **WARNING:** Can expose you to diisononyl phthalate (DINP) a carcinogen.  
See [www.p65warnings.ca.gov/](http://www.p65warnings.ca.gov/)

### 3.3.2 Internet Ecommerce Covered Product Warnings


A warning must be given in conjunction with the sale, or offer of sale, by True Love of any Covered Product not confirmed by True Love to be Phthalate Free via any ecommerce website owned, operated, managed or controlled by True Love. 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. One of the following warning statements is to be provided for online sales as set forth above, or through a hyperlink using the word “WARNING”, 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 are known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).


Alternatively, the following “short form” warning may be used on the ecommerce website, but only if the same warning language also appears on the product label or consumer packaging of the Covered Product itself.

 **WARNING:** Cancer - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

This short form warning may only be used until January 1, 2028, at which point the language must change to reflect the revised short form requirements. As of January 1, 2028, to the extent True Love chooses to employ a short form warning on Covered Product, then such short form warning shall read as follows:

 **WARNING:** Risk of cancer from exposure to diisononyl phthalate (DINP).  
See [www.p65warnings.ca.gov/](http://www.p65warnings.ca.gov/)

or

 **WARNING:** Can expose you to diisononyl phthalate (DINP) a carcinogen.  
See [www.p65warnings.ca.gov/](http://www.p65warnings.ca.gov/)

### 3.3.3 Additional Warning Requirements

If Office of Environmental Health Hazard Assessment regulations require or permit specific safe harbor warning text and/or methods of transmission different than those set forth above, True Love shall be entitled to use, at its discretion, such other specific safe harbor warning text and/or methods of transmission without being deemed in breach of this Settlement Agreement. In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, True Love shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement.

If regulations, legislation, or judicial rulings are enacted or issued providing that a Proposition 65 warning for the product is no longer required, and True Love Receives written confirmation from the Attorney General's office or from Davia's counsel that such regulations, legislation, or judicial rulings apply to Covered Products, a lack of warning will not thereafter be a breach of this Agreement.

Where the Covered Product includes consumer information in a language other than English, the warning in this section must also be provided in that language in addition to English.

## 4. MONETARY PAYMENTS

### 4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this agreement, True Love shall pay a total of \$2,000 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental



1 Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Davia.

## 2 **4.2 Augmentation of Penalty Payments**

3 For purposes of the penalty assessment under this Agreement, Davia is relying entirely  
4 upon True Love for accurate, good faith reporting to Davia of the nature and amounts of relevant  
5 sales activity. If within six (6) months of the Effective Date, Davia discovers and presents evidence  
6 to counsel for True Love that the Covered Products have been distributed in California in sales  
7 volumes materially different (more than 10X) than those identified by True Love prior to execution  
8 of this Agreement, and True Love does not provide Davia with competent and credible evidence to  
9 dispute this claim, then True Love shall be liable for an additional penalty amount of \$10,000.00.  
10 Davia agrees to provide counsel for True Love with a written demand for all such additional  
11 penalties and attorney fees under this Section. After service of such demand, True Love shall have  
12 thirty (30) days to either present evidence to counter this claim or to agree to the amount of fees and  
13 penalties owing by True Love and submit such payment to Davia in accordance with the method of  
14 payment of penalties and fees identified in Section 4.1 and 4.4. Should this thirty (30) day period  
15 pass without any such resolution between the parties and payment of such additional penalties and  
16 fees, Davia shall be entitled to file a formal legal claim for the additional civil penalties pursuant to  
17 this Section and the prevailing party to such action shall be entitled to all reasonable attorney fees  
18 and costs relating to such claim.

## 19 **4.3 Reimbursement of Davia’s Fees and Costs**

20 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without  
21 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
22 issue to be resolved after the material terms of the agreement had been settled. The Parties then  
23 attempted to (and did) reach an accord on the compensation due to Davia and her counsel under  
24 general contract principles and the private attorney general doctrine codified at California Code of  
25 Civil Procedure section 1021.5, for all work performed in this matter. Under these legal principles,  
26 True Love shall pay Davia’s counsel the amount of \$25,000 for fees and costs incurred investigating,  
27 litigating and enforcing this matter.

1           **4.4     Payment Procedures**

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

5           a civil penalty check payable to "OEHHHA" (EIN: 68-0284486, Memo line "Prop 65  
6 Penalties, 2024-04575"), in the amount of \$1,500;

7           a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop  
8 65 Penalties, 2024-04575") in the amount of \$500;

9           an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-  
10 58910, Memo line "2024-04575") in the amount of \$25,000.

11          All Section 4.1 and 4.3 civil penalty and attorney fee/cost payments shall be delivered to  
12 plaintiff's counsel at the following address within 15 days after execution of this Agreement:

13                       Sheffer Law Firm  
14                       Attn: Proposition 65 Controller  
15                       232 E. Blithedale Ave., Suite 210  
                          Mill Valley, CA 94941

16          True Love shall be liable for payment of interest, at a rate of 10% simple interest, for all  
17 amounts due and owing from it under this Section that are not received by Sheffer Law Firm within  
18 five business days of the due date for such payment.

19          While the obligations of this agreement are binding upon execution, the Release of True  
20 Love shall not become effective until after all monetary payments have been made by True Love  
21 and all funds have cleared.

22           **4.5     Issuance of 1099 Forms**

23          After this Agreement has been executed and the settlement funds have been transmitted to  
24 Davia's counsel, True Love shall issue three separate 1099 forms to each OEHHHA, Susan Davia and  
25 the Sheffer Law Firm. Sheffer Lw Firm shall provide w-9s for each payee upon request.

26           **5.     RELEASES**

27           **5.1     Davia's Release of True Love**

28           **5.1.1**     This settlement agreement is a full, final and binding resolution between Davia,

Hot Topic, and True Love of any violation of Proposition 65 that was or could have been asserted by Davia, individually, in the public's interest and on behalf of herself and her past and current representatives, agents, attorneys, successors and/or assigns ("Releasers") against True Love, Hot Topic, Inc. and Hot Topic Merchandising, Inc. and each of their directors, officers, employees, attorneys, agents, parents, subsidiaries, affiliates and parents, franchisees, cooperative members and licensees ("Releasees") and each of True Love's downstream customers ("Downstream Releasees"), based on their failure to warn about alleged exposures to DINP contained in the Covered Products that were distributed, sold or offered for sale by True Love or Hot Topic before the Effective Date, regardless of the date any Downstream Releasee distributes or sells the Covered Product including but not limited to all failure to warn claims, arising out of alleged or actual exposures to any chemicals listed under Proposition 65 in the Products supplied or distributed by True Love). Compliance with the terms of this Agreement constitutes compliance with Proposition 65 by True Love with regard to the alleged or actual failure to warn about exposure to DINP from Covered Products manufactured, sold or distributed for sale after the Effective Date.

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

**5.1.3** Davia also, in her individual capacity and on behalf of her past and current representatives, agents, attorneys, successors and/or assigns, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands

1 of Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, arising  
2 out of the subject matter of the Notice as to Covered Products manufactured, distributed or sold by  
3 True Love or Releasees before the Effective Date. Davia acknowledges that she is familiar with  
4 section 1542 of the California civil code, which provides as follows:

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

9 Davia, in her individual capacity and on behalf of her past and current representatives,  
10 agents, attorneys, successors and/or assigns expressly waives and relinquishes any and all rights  
11 and benefits that she may have under, or which may be conferred on her by the provisions of  
12 Section 1542 of the California Civil Code as well as under any other state or federal statute or  
13 common law principle of similar effect, to the fullest extent that she may lawfully waive such rights  
14 or benefits pertaining to the released matters. In furtherance of such intention, excepting Section  
15 4.2, the release hereby given shall be and remain in effect as a full and complete release  
16 notwithstanding the discovery or existence of any such additional or different claims or facts  
17 arising out of the released matters.

18 **5.1.4** This section 5.1 release shall not extend upstream to any entities, other than  
19 Hot Topic, Inc., Hot Topic Merchandising, Inc. and True Love, that manufactured the Covered  
20 Products or any component parts thereof, or any distributors or suppliers who sold the covered  
21 products or any component parts thereof to True Love.

22 **5.2 True Love's Release of Davia**

23 The Release by Davia is mutual. True Love, on behalf of itself, its past and current agents,  
24 representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against  
25 Davia and her attorneys and other representatives, for any and all actions taken or statements made  
26 (or those that could have been taken or made) by Davia and her attorneys and other  
27 representatives, whether in the course of investigating claims, otherwise seeking to enforce  
28 Proposition 65 against it in this matter, or with respect to the Products. True Love acknowledges

1 that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

2  
3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT  
5 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
6 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
8 DEBTOR OR RELEASING PARTY.

9 True Love expressly waives and relinquishes any and all rights and benefits which it may  
10 have under, or which may be conferred on it by the provisions of Section 1542 of the California  
11 Civil Code as well as under any other state or federal statute or common law principle of similar  
12 effect, to the fullest extent that he may lawfully waive such rights or benefits pertaining to the  
13 released matters. In furtherance of such intention, the release hereby given shall be and remain in  
14 effect as a full and complete release notwithstanding the discovery or existence of any such  
15 additional or different claims or facts arising out of the released matters.

16 **6. PUBLIC BENEFIT.**

17 It is the Parties' understanding that the commitments True Love has agreed to herein, and  
18 actions to be taken by True Love under this Settlement Agreement, would confer a significant  
19 benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code  
20 tit. 11, § 3201. As such, it is the intent of the Parties that to the extent any other private party  
21 initiates an action alleging a violation of Proposition 65 with respect to True Love's or Releasee's  
22 failure to provide a warning concerning exposure to DINP prior to use of the Products it has  
23 manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute,  
24 sell, or offer for sale in California, such private party action would be barred by res judicata and  
25 would not confer a significant benefit on the general public as to those Products addressed in this  
26 Settlement Agreement, provided that True Love is in material compliance with this Settlement  
27 Agreement.

28 **7. SEVERABILITY**

If any of the provisions of this Agreement are found by a court to be unenforceable, the  
validity of the enforceable provisions remaining, after express agreement of the Parties, shall not be

adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

**8. GOVERNING LAW**

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

**9. NOTICES**

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

For Statement Accessories LLC.:

Raymond Braha (owner & President)  
Statement Accessories LLC dba True Love Accessories  
10 West 33rd St., Suite 210  
New York, NY 10001

With a copy to their counsel:

Matthew S. Kenefick  
Jeffer Mangels Butler & Mitchell LLP  
Two Embarcadero Center, 5th Floor  
San Francisco, CA 94111  
MKenefick@JMBM.com

For Davia to:

Proposition 65 Coordinator  
Sheffer Law Firm  
232 E. Blithedale Ave., Suite 210  
Mill Valley, CA 94941  
gregs@sheffer-law.net

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

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

Davia agrees to comply with the reporting form requirements referenced, in California Health & Safety Code §25249.7(f).

**11. MODIFICATION**

This Agreement may be modified only by written agreement of the Parties.

1 **12. ENTIRE AGREEMENT**

2 This Agreement contains the sole and entire agreement and understanding of the Parties  
3 with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
4 commitments, and understandings related hereto. No representations, oral or otherwise, express or  
5 implied, other than those contained herein have been made by any Party hereto. No other  
6 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind  
7 any of the Parties. No supplementation, modification, waiver, or termination of this Agreement  
8 shall be binding unless executed in writing by the Party to be bound. No waiver of any of the  
9 provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other  
10 provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

11 **13. ATTORNEY'S FEES**

12 **13.1** Should either Party prevail on any motion, application for order to show cause or  
13 other proceeding to enforce a violation of this Agreement, that Party shall be entitled to its  
14 reasonable attorney fees and costs incurred as a result of such motion, order or application,  
15 consistent with C.C.P. §§ 1021 and 1021.5.

16 **13.2** Except as otherwise specifically provided herein, each Party shall bear its own  
17 costs and attorney's fees in connection with the Notice.

18 **13.3** Nothing in this Section shall preclude a Party from seeking an award of sanctions  
19 pursuant to law.

20 **14. NEUTRAL CONSTRUCTION**

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

## 15. COUNTERPARTS, FACSIMILE SIGNATURES

## 16. AUTHORIZATION

**IT IS SO AGREED**

Dated: April 4/20252025

**Susan Davia**



Section 1654.

**15. COUNTERPARTS, FACSIMILE SIGNATURES**

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

**16. AUTHORIZATION**

The undersigned 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>4/17/2025 Dated: April __, 2025</p> <p>DocuSigned by: <i>Raymond Braha</i> 2DB30CF937E6426...</p> <p>Raymond Braha (owner &amp; President) Statement Accessories LLC dba True Love Accessories</p>	<p>Dated: April __, 2025</p> <p>_____ Susan Davia</p>
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