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Attorneys for Plaintiff
SUSAN DAVIA

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

SUSAN DAVIA,

Plaintiff,

v.

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

Defendants.

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"), di-isodecyl 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.

or


WARNING: Cancer - 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:** Cancer risk from exposure to diisononyl phthalate (DINP).
See www.p65warnings.ca.gov/

or


 **WARNING:** Can expose you to diisononyl phthalate (DINP) a carcinogen.
See 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.


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.

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:** Cancer risk from exposure to diisononyl phthalate (DINP).
See www.p65warnings.ca.gov/

or

 **WARNING:** Can expose you to diisononyl phthalate (DINP) a carcinogen.
See 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, True Love may seek relief from this warning requirement by seeking modification of the warning provisions of any Judgment issued by the Court on 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 Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Davia.

4.2 Augmentation of Penalty Payments

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

4.3 Reimbursement of Davia's Fees and Costs

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

4.4 Payment Procedures

Within five (5) business days of the date plaintiff provides electronic mail notice to

counsel for Defendants that the Court has approved this settlement, True Love shall deliver the settlement payments to plaintiff's counsel as follows:

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

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

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

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

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

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

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

4.5 Issuance of 1099 Forms

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

5. RELEASES

5.1 Davia's Release of True Love

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

1 representatives, agents, attorneys, successors and/or assigns ("Releasors") against True Love, Hot
2 Topic, Inc. and Hot Topic Merchandising, Inc. and each of their directors, officers, employees,
3 attorneys, agents, parents, subsidiaries, affiliates and parents, franchisees, cooperative members
4 and licensees ("Releasees") and each of True Love's downstream customers ("Downstream
5 Releasees"), based on their failure to warn about alleged exposures to DINP contained in the
6 Covered Products that were distributed, sold or offered for sale by True Love or Hot Topic before
7 the Effective Date, regardless of the date any Downstream Releasee distributes or sells the Covered
8 Product. This settlement agreement is also a full, final and binding resolution between Davia, Hot
9 Topic, and True Love of any violation of Proposition 65 that was or could have been asserted by
10 Davia, individually, including but not limited to all failure to warn claims, arising out of alleged or
11 actual exposures to any chemicals listed under Proposition 65 in the Products supplied or
12 distributed by True Love). Compliance with the terms of this Agreement constitutes compliance
13 with Proposition 65 by True Love with regard to the alleged or actual failure to warn about
14 exposure to DINP from Covered Products manufactured, sold or distributed for sale after the
15 Effective Date.

16 **5.1.2** In further consideration of the promises and agreements herein contained, and for
17 so long as True Love remains in compliance with the terms of this Agreement, Davia on behalf of
18 herself, her past and current representatives, agents, attorneys, successors and/or assigns hereby
19 waives all Davia's rights to institute or participate in, directly or indirectly, any form of legal action
20 and releases all claims that Davia may have, including, without limitation, all actions, and causes of
21 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,
22 losses, or expenses -- including, but not limited to, investigation fees, expert fees, and attorneys'
23 fees-- related to or arising under Proposition 65 with respect to the DINP in the Covered Products
24 manufactured, distributed, sold and/or offered for sale by True Love and Hot Topic before the
25 Effective Date (collectively "claims"), against True Love and Releasees.

26 **5.1.3** Davia also, in her individual capacity and on behalf of her past and current
27 representatives, agents, attorneys, successors and/or assigns, provides a general release herein
28 which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of

1 action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands
2 of Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, arising
3 out of the subject matter of the Notice as to Covered Products manufactured, distributed or sold by
4 True Love or Releasees before the Effective Date. Davia acknowledges that she is familiar with
5 section 1542 of the California civil code, which provides as follows:

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

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

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

23 **5.2 True Love's Release of Davia**

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

1 Proposition 65 against it in this matter, or with respect to the Products. True Love acknowledges
2 that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

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

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

17 **6. PUBLIC BENEFIT.**

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

7. SEVERABILITY

If any of the provisions of this Agreement are found by a court to be unenforceable, the

1 validity of the enforceable provisions remaining, after express agreement of the Parties, shall not be
2 adversely affected, unless the Court finds that any unenforceable provision is not severable from
3 the remainder of the Agreement.

4 **8. GOVERNING LAW**

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

6 **9. NOTICES**

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

9 For Statement Accessories LLC.:

10 Raymond Braha (owner & President)
11 Statement Accessories LLC dba True Love Accessories
12 10 West 33rd St., Suite 210
New York, NY 10001

13 With a copy to their counsel:

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

17 For Davia to:

18
19 Proposition 65 Coordinator
20 Sheffer Law Firm
21 232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941
gregs@sheffer-law.net

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

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

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

27 **11. MODIFICATION**

28 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

Section 1654.

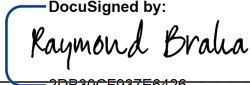
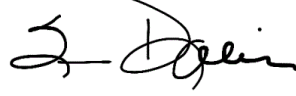
15. COUNTERPARTS, FACSIMILE SIGNATURES

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>5/2/2025</p> <p>Dated: April __, 2025</p> <p>DocuSigned by:</p> <p></p> <p>2DB30CF937E6426...</p> <p>Raymond Braha (owner & President)</p> <p>Statement Accessories LLC dba True Love Accessories</p>	<p>Dated: April __, 2025</p> <p></p> <p>Susan Davia</p>
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