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6 JOHN MOORE

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 IN AND FOR THE COUNTY OF MARIN

9 UNLIMITED CIVIL JURISDICTION

10
11 JOHN MOORE,

12 Plaintiff,

13 v.

14 GIBSON BRANDS, INC., GIBSON GUITAR
CORP., STANTON GROUP dba STANTON
MAGNETICS, INC. and DOES 1-150,

15
16 Defendants.

Case No. CIV 1404142

**PROPOSITION 65 SETTLEMENT
AGREEMENT BETWEEN PLAINTIFF JOHN
MOORE AND DEFENDANTS GIBSON
BRANDS, INC. AND GIBSON PRO AUDIO,
INC.**

Action Filed: November 3, 2014
Trial Date: Not Assigned

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Settlement Agreement (“Agreement”) is entered into by and between Plaintiff John
4 Moore, (“Moore” or “Plaintiff”) and Defendants Gibson Pro Audio Corp. (mistakenly sued as
5 Stanton Group dba Stanton Magnetics, Inc. (“Gibson Pro Audio”) and Gibson Brands, Inc.
6 (mistakenly sued under its former name, Gibson Guitar Corporation) (“Gibson Brands”)(Gibson
7 Pro Audio and Gibson Brands being hereafter collectively referred to as “Gibson”) with Gibson
8 referred to as “Settling Defendant(s)” and Moore and Gibson collectively referred to as the
9 “Parties.”

10 **1.2 Plaintiff**

11 Moore is an individual residing in the State of California who seeks to promote
12 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
13 hazardous substances contained in consumer products.

14 **1.3 Defendant**

15 Gibson employs 10 or more persons and is a person in the course of doing business for
16 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
17 Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

18 **1.4 General Allegations**

19 Moore alleges that Gibson manufactured, distributed and/or sold, in the State of
20 California, certain types of headphones made with vinyl/PVC components including, as an
21 example, Stanton DJ Pro 50 S headphones (#0 49292 48420 4), that exposed users to DEHP
22 without first providing “clear and reasonable warning” under Proposition 65. DEHP is listed as
23 a reproductive and developmental toxicant pursuant to Proposition 65 and is referred to
24 hereinafter as the “Listed Chemical.” Gibson alleges that the Stanton DJ Pro 50 S headphone (#0
25 49292 48420 4) is the only headphone product sold by Gibson Pro Audio that was manufactured
26 by Fujikon Industrial Co. Ltd. (“Fujikon”) and that Gibson has no reason to believe that any
27 other headphone product sold by Gibson exposed users to the Listed Chemical. Gibson
28 contends that Moore has no evidence that any other headphone product sold by GPA exposed

1 users to the Listed Chemical and that it had no knowledge regarding the possible presence of the
2 Listed Chemical in the Covered Products prior to receipt of the Notice, as Gibson contends it
3 played no role in the formulation of the Covered Products, which were supplied to Gibson by
4 Fujikon. Upon receipt of the Notice, Gibson contends it promptly halted all sales of the Covered
5 Products in California. Gibson contends it immediately recalled all unsold Covered Products in
6 the State of California. As a result of Gibson’s immediate cessation of sales and recall, Gibson
7 contends it has not knowingly exposed consumers in California to any Listed Chemical and
8 Gibson further contends it has therefore not violated Proposition 65, irrespective of any warning.

9 **1.5 Notice of Violation**

10 On July 11, 2014, Moore served Gibson Brands and various public enforcement agencies
11 with a document entitled “Supplemental 60-Day Notice of Violation” (“Notice”) that provided
12 public enforcers and these entities with notice of alleged violations of Health & Safety Code §
13 25249.6 for failing to warn consumers of the presence of the Listed Chemical in and on their
14 vinyl/PVC-component headphone products sold in California. Gibson Brands received such
15 60-Day Notice of Violation. Gibson represents that, as of the date it executes this Agreement, it
16 believes that no public enforcer is diligently prosecuting a Proposition 65 enforcement action
17 related to the Listed Chemical in the Covered Product, as identified in such Notice.

18 **1.6 Complaint**

19 On November 3, 2014, Moore, acting, in the interest of the general public in California,
20 filed a Complaint in the Superior Court of the State of California for the County of Marin, Case
21 No. CIV 1404142, alleging violations by Gibson Brands, Gibson Guitar Corporation, Stanton
22 Group dba Stanton Magnetics, Inc. and Does 1-150 of Health & Safety Code § 25249.6 based, *inter*
23 *alia*, on the alleged exposures to the Listed Chemical contained in certain headphone products
24 (the “Action”).

25 **1.7 No Admission**

26 This Agreement resolves claims that are denied and disputed by Settling Defendant. The
27 Parties enter into this Agreement pursuant to a full and final settlement of any and all claims
28 between the Parties for the purpose of avoiding prolonged litigation. Settling Defendant denies

1 the material factual and legal allegations contained in the Notice and Action, maintains that it
2 did not knowingly or intentionally expose California consumers to the Listed Chemical through
3 the reasonably foreseeable use of the Covered Product and otherwise contends that all
4 headphone products it has manufactured, distributed and/or sold in California have been and
5 are in compliance with all applicable laws. Nothing in this Agreement shall be construed as an
6 admission by Settling Defendant of any fact, finding, issue of law, or violation of law; nor shall
7 compliance with this Agreement constitute or be construed as an admission by Settling
8 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being
9 specifically denied by Settling Defendant. However, notwithstanding the foregoing, this section
10 shall not diminish or otherwise affect Gibson's obligations, responsibilities, and duties under this
11 Agreement.

12 **1.8 Consent to Jurisdiction**

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

19 **2. DEFINITIONS**

20 **2.1** The term "Complaint" shall mean the November 3, 2014, Complaint.

21 **2.2** The term "Covered Products" means any headphone made by Fujikon, and sold
22 or distributed by Gibson, with any vinyl or PVC component containing DEHP, including, but
23 not limited to the Stanton DJ Pro 50 S headphones (#0 49292 48420 4).

24 **2.3** The term "Effective Date" shall mean January 15, 2016.

25 **2.4** "Accessible Component" means a poly vinyl chloride or other soft plastic, vinyl,
26 or synthetic leather component of a Covered Product that could be touched by a person during
27 reasonably foreseeable use.

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1 **2.5** The term “DEHP Free” Covered Products shall mean Covered Products
2 containing Accessible Components, materials or other components that may be handled,
3 touched or mouthed by a consumer, and which components contain less than or equal to 1,000
4 parts per million (“ppm”) of DEHP as determined by a minimum of duplicate quality controlled
5 test results using Environmental Protection Agency (“EPA”) testing methodologies 3580A and
6 8270C.

7 **2.6** “Manufactured” and “Manufactures” have the meaning defined in Section
8 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)], as amended
9 from time to time.

10 **3. NON-MONETARY RELIEF**

11 **3.1 Formulation Commitment**

12 **3.1.1** No later than the Effective Date, Settling Defendant shall provide the DEHP Free
13 phthalate concentration standard of Section 2.5 to its then-current vendors of headphone
14 products and instruct its vendors not to incorporate any raw or component materials that do not
15 meet or exceed the DEHP Free concentration standard of Section 2.5 into headphone products.

16 **3.1.2** No later than the Effective Date, Settling Defendant shall not order, cause to be
17 ordered, manufacture or cause to be manufactured any Covered Product that is not DEHP Free.

18 **3.1.3** For every Covered Product ordered, caused to be ordered, manufactured or
19 caused to be manufactured for distribution to or sale after the Effective Date, Gibson Pro Audio
20 shall maintain copies of all testing of such products demonstrating compliance with this section,
21 shall maintain copies of all vendor correspondence relating to the DEHP concentration standard
22 and shall produce such copies to Moore within fifteen (15) days of receipt of written request
23 from Moore.

24 **3.2 Previously Obtained or Distributed Headphone Covered Products.**

25 **3.2.1 Product Inventory Destruction**

26 Gibson represents that that after receipt of the Notice from Plaintiff, it has stopped
27 sourcing headphone products from Fujikon. Gibson also represents that it has maintained a
28 limited inventory of previously obtained Covered Products that are not known to be DEHP Free.

1 Gibson hereby agrees not to sell any such inventory of previously obtained Covered Products.
2 Gibson further agrees that, no later than six (6) months after the Effective Date it shall destroy all
3 such Covered Products in an environmentally appropriate manner.

4 **3.2.2** No later than the Effective Date, Settling Defendant shall send a letter, electronic
5 or otherwise (“Notification Letter”) to: (1) each California Customer and/or Retailer to which it,
6 after December 31, 2013, supplied any Covered Product; and (2) any California Customer and/or
7 Retailer that the Settling Defendant reasonably understands or believes had any inventory in
8 California of Covered Products. The Notification Letter shall advise the recipient that the
9 Covered Product “contains DEHP, a chemical known to the State of California to cause birth
10 defects or other reproductive harm,” and request that the recipient either: (a) destroy the
11 Covered Products in an environmentally appropriate manner or (b) return, at the Settling
12 Defendant’s sole expense, all units of the Covered Product held for sale in California, or to
13 California Customers, to the Settling Defendant or a party the Settling Defendant has otherwise
14 designated. The Notification Letter shall require a response from the recipient within 15 days
15 confirming whether the Covered Product will be destroyed or returned.

16 **3.2.3** Settling Defendant shall maintain records of compliance correspondence,
17 inventory reports or other communication confirming compliance with §§ 3.2.1 through 3.2.2 for
18 three (3) years from the Effective Date and shall produce copies of such records upon written
19 request by Moore.

20 **4. MONETARY PAYMENTS**

21 **4.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

22 Gibson Pro Audio shall make a civil penalty payment of \$6,000.00 to be apportioned in
23 accordance with Health & Safety Code section 25249.12, subdivisions (c)(1) and (d), with 75% of
24 these funds made payable to The Chanler Group in Trust for OEHHA and the remaining 25% of
25 these penalty monies made payable to “John Moore, Client Trust.”

26 **4.2 Augmentation of Penalty Payments**

27 For purposes of the penalty assessment under this Agreement, plaintiff is relying entirely
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1 upon defendant and its counsel for accurate, good faith reporting to plaintiff of the nature and
2 amounts of relevant sales activity. If within nine (9) months of the Effective Date, plaintiff
3 discovers and presents to Defendant evidence that the Covered Products have been distributed
4 by Gibson in sales volumes materially different than those identified by such Settling Defendant
5 prior to execution of this Agreement, then such misrepresenting Settling Defendant shall be
6 liable for an additional penalty amount of \$150 per quantity of Covered Product sold prior to
7 execution of this Agreement but not identified by such defendant to Plaintiff. Gibson shall also
8 be liable for any reasonable, additional attorney fees expended by Plaintiff in discovering
9 applicable additional retailers or sales for such defendant. Plaintiff agrees to provide such
10 misrepresenting Settling Defendant with a written demand for all such additional penalties and
11 attorney fees under this Section. After service of such demand, such defendant shall have thirty
12 (30) days to agree to the amount of fees and penalties owing and submit such payment to
13 Plaintiff in accordance with the method of payment of penalties and fees identified in Sections
14 4.5. Should this thirty (30) day period pass without any such resolution between the parties and
15 payment of such additional penalties and fees, Plaintiff shall be entitled to file a formal legal
16 claim for damages for breach of this contract and shall be entitled to all reasonable attorney fees
17 and costs relating to such claim.

18 **4.3 Reimbursement of Plaintiff's Fees and Costs**

19 The Parties acknowledge that Moore and his counsel offered to resolve this dispute
20 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
21 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
22 Settling Defendant then expressed a desire to resolve the fee and cost issue shortly after the
23 other settlement terms had been finalized. The Parties then attempted to (and did) reach an
24 accord on the compensation due to Moore and his counsel under general contract principles
25 and the private attorney general doctrine codified at California Code of Civil Procedure section
26 1021.5, for all work performed in this matter, except fees that may be incurred on appeal.
27 Under these legal principles, Gibson Pro Audio shall pay the amount of \$40,000.00 for fees and
28 costs incurred investigating, litigating and enforcing this matter, including the fees and costs

1 incurred (and yet to be incurred) negotiating, drafting, and obtaining the Court's approval of
2 this Agreement in the public interest.

3 **4.4 Payment Timing; Payments Held In Trust**

4 Settling Defendant shall deliver all payments required by this Consent Judgment to its
5 counsel within one week of the date that this Agreement is fully executed by the Parties.
6 Settling Defendant's counsel shall confirm receipt of settlement funds in writing to plaintiff's
7 counsel and, thereafter, hold the amounts paid in trust until such time as the Court approves
8 this settlement contemplated by Section 7. Within two days of the date the Court approves the
9 settlement, Gibson's counsel shall deliver all settlement payments it has held in trust to
10 Plaintiff's counsel at the address provided in Section 4.5. All penalty payments shall be made
11 payable to "John Moore, Client Trust Account" and all attorney fee and cost reimbursement
12 payments shall be made payable to "The Chanler Group". Settling Defendant shall be liable for
13 payment of interest, at a rate of 10% simple interest, for all amounts due and owing from it
14 under this Section that are not received by The Chanler Group within two business days of the
15 due date for such payment.

16 **4.5 Payment Address**

17 All payments required by this Agreement shall be delivered to the following address:

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19 The Chanler Group
20 Attn: Proposition 65 Controller
21 2560 Ninth Street
22 Parker Plaza, Suite 214
23 Berkeley, CA 94710

24 **5. CLAIMS COVERED AND RELEASE**

25 **5.1 Moore's Releases of Settling Defendant**

26 5.1.1 This Agreement is a full, final, and binding resolution between Moore, on behalf
27 of himself, his past and current agents, representatives, attorneys, successors, and/or assignees,
28 and in the interest of the general public, and Gibson and each of their attorneys, successors,
licensors and assigns ("Defendant Releasees"), and all entities to which Gibson directly or

1 indirectly distributes or sells Covered Products, including but not limited to distributors,
2 wholesalers, customers, retailers, franchisees, cooperative members, and licensees
3 (“Downstream Defendant Releasees”) of any violation of Proposition 65 that has been or could
4 have been asserted against Defendant Releasees and Downstream Defendant Releasees
5 regarding the failure to warn about exposure to the Listed Chemical arising in connection with
6 Covered Products manufactured, sourced, distributed, or sold by Defendant Releasees prior to
7 the Effective Date. Settling Defendant’s compliance with this Agreement shall constitute
8 compliance with Proposition 65 with respect to the Listed Chemical in the Covered Products
9 after the Effective Date.

10 5.1.2 Moore on behalf of himself, his past and current agents, representatives,
11 attorneys, successors, and/or assignees, and in the interest of the general public, hereby waives
12 with respect to Covered Products all rights to institute or participate in, directly or indirectly,
13 any form of legal action and releases all claims, including, without limitation, all actions, and
14 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
15 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and
16 attorneys’ fees) of any nature whatsoever, whether known or unknown, fixed or contingent
17 (collectively “claims”), against Defendant Releasees and Downstream Defendant Releasees that
18 arise under Proposition 65 or any other statutory or common law claims that were or could have
19 been asserted in the public interest, as such claims relate to Defendant Releasees’ and
20 Downstream Defendant Releasees’ alleged failure to warn about exposures to the Listed
21 Chemical contained in the Covered Products.

22 5.1.3 This Section 5.1 release is expressly limited to those claims that arise under
23 Proposition 65, as such claims relate to Defendant’s alleged failure to warn about exposures to or
24 identification of the Listed Chemical contained in the Covered Products and as such claims are
25 identified in the Proposition 65 60-Day Notice to Defendant Gibson.

26 This Section 5.1 release is expressly limited to any alleged violations that occur prior to
27 six months after the Effective Date and does not release any person, party or entity from any
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1 liability for any violation of Proposition 65 regarding the Covered Products that occur more than
2 six months after the Effective Date.

3 The Parties further understand and agree that this Section 5.1 release shall not extend
4 upstream to any entities that manufactured the Headphone Covered Products or any component
5 parts thereof, or any distributors or suppliers who sold the Headphone Covered Products or any
6 component parts thereof to Defendant.

7 5.1.4 Upon court approval of the Agreement, the Parties waive their respective rights to
8 a hearing or trial on the allegations of the Complaint.

9 **5.2 Settling Defendant's Release of Moore**

10 5.2.1 Gibson waives any and all claims against Moore, his attorneys, and other
11 representatives for any and all actions taken or statements made (or those that could have been
12 taken or made) by Moore and his attorneys and other representatives, whether in the course of
13 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
14 and/or with respect to the Covered Products.

15 5.2.2 Gibson also provides a general release herein which shall be effective as a full and
16 final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,
17 attorneys' fees, damages, losses, claims, liabilities and demands of Gibson of any nature,
18 character or kind, known or unknown, suspected or unsuspected, arising out of the subject
19 matter of the Action. Gibson acknowledges that it is familiar with Section 1542 of the California
20 Civil Code, which provides as follows:

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

24 Gibson expressly waives and relinquishes any and all rights and benefits that it
25 may have under, or which may be conferred on it by the provisions of Section 1542 of the
26 California Civil Code as well as under any other state or federal statute or common law
27 principle of similar effect, to the fullest extent that it may lawfully waive such rights or
28 benefits pertaining to the released matters. In furtherance of such intention, the release

1 hereby given shall be and remain in effect as a full and complete release notwithstanding
2 the discovery or existence of any such additional or different claims or facts arising out of
3 the released matters.

4 **6. SEVERABILITY**

5 If, subsequent to court approval of this Agreement, any of the provisions of this
6 Agreement are determined by a court to be unenforceable, the validity of the enforceable
7 provisions remaining shall not be adversely affected, unless the Court finds that any
8 unenforceable provision is not severable from the remainder of the Agreement.

9 **7. COURT APPROVAL**

10 This Agreement is effective upon execution but must also be approved by the Court. If
11 this Agreement is not approved by the Court 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 undertake any actions reasonably necessary to
14 amend and/or modify this Agreement in order to further the mutual intention of the Parties in
15 entering into this Agreement.

16 The Agreement shall become null and void if, for any reason, it is not approved and
17 entered by the Court, as it is executed, within one year after it has been fully executed by all
18 Parties. If the Agreement becomes null and void after any payment of monies under this
19 Agreement to The Chanler Group in trust, such monies shall be returned to defendant by
20 payment of such monies to counsel of each defendant in trust for that defendant.

21 If this Agreement is not entered by the Court, and the Parties have exhausted their meet
22 and confer efforts pursuant to this Section 7, upon 15 days written notice, the law firm holding
23 Defendant's funds in trust shall refund any and all payments made into its trust account by
24 Settling Defendant as requested.

25 **8. GOVERNING LAW**

26 The terms of this Agreement shall be governed by the laws of the State of California.
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1 **9. NOTICES**

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

4 For Gibson to:

5 Bruce Mitchell, General Counsel
6 Bruce.Mitchell@gibson.com
7 Gibson Brands, Inc.
8 309 Plus Park Road
9 Nashville, TN 37217

10 With copy to their counsel at
11 David H. Bate
12 dbate@yzblaw.com
13 Young, Zinn & Bate LLP
14 888 South Figueroa Street, Fifteenth Floor
15 Los Angeles, CA 90017

16 For Moore to:

17 Proposition 65 Coordinator
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19 The Chanler Group
20 2560 Ninth Street
21 Parker Plaza, Suite 214
22 Berkeley, CA 94710-2565

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

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

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

28 **11. MODIFICATION**

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

12. ADDITIONAL POST-EXECUTION ACTIVITIES

The parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed
motion is required to obtain judicial approval of this Agreement. In furtherance of obtaining
such approval, Moore and Gibson, and their respective counsel, agree to mutually employ their

1 best efforts to support the entry of this Agreement as a settlement agreement and obtain
2 approval of the Agreement - sufficient to render an order approving this Agreement - by the
3 Court in a timely manner. Any effort by Settling Defendant to impede judicial approval of this
4 Agreement shall subject such impeding party to liability for attorney fees and costs incurred by
5 plaintiff or his counsel in their efforts to meet or oppose such Settling Defendant's impeding
6 conduct.

7 **13. ENTIRE AGREEMENT**

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

17 **14. ATTORNEY'S FEES**

18 **14.1** Should Moore prevail on any motion, application for order to show cause or other
19 proceeding to enforce a violation of this Agreement, Moore shall be entitled to his reasonable
20 attorney fees and costs incurred as a result of such motion, order or application, consistent with
21 C.C.P. §1021.5. Should a Settling Defendant prevail on any motion, application for order to
22 show cause or other proceeding to enforce a violation of this Consent Judgment, a Settling
23 Defendant may be entitled to its reasonable attorney fees and costs incurred as a result of such
24 motion, order or application upon a finding that Moore's prosecution of the motion or
25 application lacked substantial justification. For purposes of this Agreement, the term substantial
26 justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of
27 Civil Procedure §§ 2016, et seq.

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1 **14.2** Except as specifically provided in the above paragraph and in Section 4.3, each
2 Party shall bear its own costs and attorney’s fees in connection with this action.

3 **14.3** Nothing in this Section 14 shall preclude a Party from seeking an award of
4 sanctions pursuant to law.

5 **15. NEUTRAL CONSTRUCTION**

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

15 **16. COUNTERPARTS, FACSIMILE SIGNATURES**

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

19 **17. AUTHORIZATION**

20 The undersigned parties and their counsel are authorized to execute this Agreement on
21 behalf of their respective Parties and have read, understood, and agree to all of the terms and
22 conditions of this Agreement.

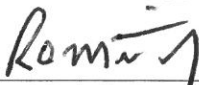
23 **IT IS SO AGREED**
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Dated: December __, 2015

Plaintiff John Moore

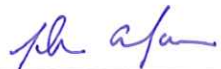
Dated: December ^{15TH}, 2015



Bruce Mitchell, General Counsel,
Gibson Brands, Inc. fka Gibson Guitar
Corp.; and Gibson Pro Audio Corp.,
mistakenly sued as Stanton Group dba
Stanton Magnetics, Inc.

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Dated: December 16, 2015



Plaintiff John Moore

Dated: December __, 2015

Bruce Mitchell, General Counsel,
Gibson Brands, Inc. fka Gibson Guitar
Corp.; and Gibson Pro Audio Corp.,
mistakenly sued as Stanton Group dba
Stanton Magnetics, Inc.