

**PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notice 2018-02195)**

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Susan Davia (“Davia”), on the one hand, and Geneva Home Fashions, LLC (“Geneva Home”), on the other hand, with Davia and Geneva Home collectively referred to as the “Parties.”

1.2 Davia

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

1.3 Geneva Home

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

1.4 General Allegations

Davia alleges that Geneva Home participated in the manufacture, distribution and/or sale, in the State of California, of bedding product display and storage cases made with PVC or vinyl materials that exposed users to di(2-ethylhexyl)phthalate (“DEHP”) without first providing a “clear and reasonable warning” under Proposition 65. DEHP is listed as a carcinogen and reproductive toxin pursuant to Proposition 65. DEHP shall be referred to hereinafter as the “Listed Chemical”.

1.5 Notice of Violation

On December 6, 2018, Davia served Geneva Home and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that 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 the Listed Chemical found in the Covered Products (defined hereafter) sold in California (AG Notice 2018-02195). The December 6, 2018, 60-Day Notice of Violation served

on Geneva Home shall be referred to herein as “Notice.”

Geneva Home received the Notice. Geneva Home represents that, as of the date it executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to the Listed Chemical in the Covered Products, as identified in the Notice.

1.6 No Admission

This Agreement resolves claims that are denied and disputed by Geneva Home. The Parties enter into this Agreement pursuant to a full, final and binding settlement of any and all Proposition 65 claims between the Parties for the purpose of avoiding prolonged litigation. Geneva Home 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 or Covered Packaging (defined hereafter) and further contends that all Covered Products and Covered Packaging it has manufactured, distributed and/or sold in California have been and are in compliance with all applicable laws. Nothing in this Agreement shall be construed as an admission by Geneva Home 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 Geneva Home of any fact, finding, conclusion, issue of law, or violation of law, all of which are specifically denied by Geneva Home. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Geneva Home’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 Geneva Home as to the allegations in the Notice and this Agreement, that venue is proper in County of Marin, and that the Marin County Superior Court has jurisdiction over the Parties and any action to enforce the provisions of this Agreement.

2. DEFINITIONS

2.1 The term “Product” or “Covered Product” shall mean Geneva Home bedding quilts and comforter sets (all styles and sizes) for styles RBX, Avondale Manor, Steve Madden and Cobble Hill.

The term “Covered Packaging” shall mean all vinyl/PVC product packaging or storage cases in which Covered Products are sold to consumers.

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

2.3 “California Customer” shall mean a customer with a California ship to address, a retail customer with any retail store located in California, and ecommerce entity that Geneva Home understands sells goods to any individual or entity located in California or to any other entity that Geneva Home has reason to know will sell the Covered Product to any individual or entity located in California.

2.4 “Effective Date” shall mean May 1, 2021.

3. INJUNCTIVE-TYPE RELIEF

3.1 Product Reformulation Commitment

3.1.1 No later than the Effective Date, Geneva Home shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to its then-current vendors of any Covered Product that is sold in Covered Packaging, and any direct vendor of Covered Packaging, and instruct such entities not to provide any Covered Packaging that does not meet the Phthalate Free concentration standards of Section 2.2. For two (2) years after the Effective Date, Geneva Home shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards and shall produce such copies to Davia within thirty (30) days of receipt of reasonable request made in writing from Davia.

3.1.2 On and after the Effective Date, Geneva Home shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to any New Vendors of any Covered Product or direct vendors of Covered Packaging and instruct such entities not to provide any Covered Packaging that

does not meet the Phthalate Free concentration standards of Section 2.2. “New Vendors” means vendors of Covered Products or Covered Packaging from whom Geneva Home was not obtaining Covered Products or Covered Packaging before the Effective Date. For two (2) years after the Effective Date, for every Covered Product sold in Covered Packaging or Covered Packaging Geneva Home manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a New Vendor, Geneva Home shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards and shall produce such copies to Davia within thirty (30) days of receipt of reasonable request made in writing from Davia.

3.1.3 As of June 1, 2021, Geneva Home shall not manufacture, cause to be manufactured, order or cause to be ordered any Covered Packaging or Covered Product with Covered Packaging that is not Phthalate Free. For a two-year period after the Effective Date, for every Covered Packaging or Covered Product with Covered Packaging Geneva Home manufactures, causes to be manufactured, orders, causes to be ordered or otherwise sells after the Effective Date, Geneva Home shall, for a period of two (2) years after placing the order, maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards of Section 2.2 and shall produce such copies to Davia within thirty (30) days of receipt of reasonable request made in writing from Davia.

3.2 Previously Distributed Covered Products.

3.2.1 Customer Notification -- Geneva represents that it has utilized the below warnings on Covered Products since August 2018. Consequent to this prompt remedial warning usage, no additional retail customer notification is required.

 **WARNING:** The vinyl packaging for this product can expose you to chemicals, including di(2-ethylhexyl)phthalate, that are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
[This vinyl/PVC packaging is not intended as a storage container. Please discard packaging after purchase. PACKAGING MADE IN CHINA];

or

⚠️WARNING: for the vinyl packaging in which this product is sold - Cancer and Reproductive Harm - www.P65Warnings.ca.gov

3.3 Existing Inventory Product Packaging Labels

For any inventory of Covered Products with Covered Packaging ordered by Geneva Home before August 1, 2019, Geneva Home shall not sell or ship any of such Covered Product unless the accompanying Covered Packaging is confirmed to be Phthalate Free or Geneva Home has complied with all warning requirements set forth in this Section 3.3.

3.3.1 Covered Packaging Label.

For all Covered Products with non-Phthalate Free Covered Packaging manufactured, ordered or obtained by Geneva Home before August 1, 2019, Geneva Home shall affix a label to the Covered Packaging that states:

⚠️WARNING: The vinyl packaging for this product can expose you to chemicals, including di(2-ethylhexyl)phthalate, that are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
[This vinyl/PVC packaging is not intended as a storage container. Please discard packaging after purchase. PACKAGING MADE IN CHINA];

or

⚠️WARNING: This vinyl/PVC packaging can expose you to chemicals, including di(2-ethylhexyl)phthalate, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
[This vinyl/PVC packaging is not intended as a storage container. Please discard packaging after purchase. PACKAGING MADE IN CHINA];

or

⚠️WARNING: for the vinyl packaging in which

this product is sold - Cancer and Reproductive
Harm - www.P65Warnings.ca.gov

All bracketed language is optional. The label shall be prominently affixed 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.

3.3.2 Internet Website Warning.

Geneva Home represents, as a material term of this Agreement, that it does not currently sell Covered Products with Covered Packaging direct to consumers via an ecommerce website. In such case as Geneva Home commences direct sales of Covered Products with Covered Packaging that is not Phthalate Free to consumers via an ecommerce website, then Geneva Home shall include one of the warning messages from Section 3.3.1 in conjunction with such sale, provided 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; or (c) on the same page as the price for any Covered Product.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this Settlement Agreement, Geneva Home shall cause to be paid a total of \$3,200 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d).

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Geneva Home and its counsel for accurate, good faith reporting to Davia of the nature and amounts of sales activity of the Covered Products. If within nine (9) months of the Effective Date, Davia discovers and presents to Geneva Home evidence that the Covered Products have been distributed in California by Geneva Home in sales volumes materially different (more than 25%) than those identified by Geneva Home prior to execution of this Agreement, then Geneva Home shall be liable for an additional penalty amount of \$10,000.00. Geneva Home shall also pay reasonable, additional attorney fees expended by Davia in discovering such additional sales and reporting them to Geneva Home in accordance with this

section. Davia agrees to provide Geneva Home with a written demand for such additional penalties and attorney fees under this Section. After service of such demand, Geneva Home shall have thirty (30) days to pay the additional civil penalties amount demanded or negotiate with Davia as to an agreed amount of fees and penalties to be paid in accordance with the method of payment of penalties and fees identified in Section 4.4. Should the Parties fail to reach an agreement within thirty (30) days, Davia shall be entitled to file an action for breach of this Agreement in which the sole issues for resolution by the Court shall be: (1) whether Covered Products were distributed in California by Geneva Home in sales volumes materially different (more than 25%) than those identified by Geneva Home prior to execution of this Agreement; and (2) if the Court finds in favor of Davia on issue no. 1, the amount of legal fees Davia is entitled to recover for discovering the additional sales and reporting them to Geneva Home in accordance with this section. In any action brought under this Section 4.2, the prevailing party shall be entitled to recover its attorney's and other fees and costs.

4.3 Reimbursement of Davia's Fees and Costs

The Parties acknowledge that Davia and her counsel declined to consider any reimbursement of plaintiff's fees or costs until all other terms of the settlement were reached. The Parties then reached an accord on the reimbursement due to Davia and compensation of her counsel under general contract principles and consistent with the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5, in the amount of \$21,800 for fees and costs incurred investigating and negotiating a resolution of this matter.

4.4 Payment Procedures

Geneva Home shall satisfy its obligation to pay civil penalties pursuant to Section 4.1 by delivery of a check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2018-02195") in the amount of 75% of the civil penalties provided in Section 4.1 (\$2,400) and a separate check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2018-02195") in the amount of 25% of the civil penalties provided in Section 4.1 (\$800) delivered no later than April 30, 2021. Davia shall be responsible for delivering to the California Office of Environmental Health Hazard Assessment

the civil penalty check payable to OEHHA.

Geneva Home shall satisfy their obligation to pay attorney fees and costs pursuant to Section 4.3 of this Agreement by delivery of checks payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2018-02195") as follows: \$6,800 delivered no later than April 30, 2021; \$7,500 delivered no later than June 4, 2021; and \$7,500 delivered no later than July 9, 2021.

Geneva Home shall satisfy its obligation to pay civil penalties pursuant to Section 4.2 (if any) by issuing checks payable to "OEHHA" and "Susan Davia" (Memo line "Prop 65 Penalties, 2018-02195"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

Geneva Home shall satisfy its obligation to pay any attorney fees or costs pursuant to Section 4.2 (if any) by a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2018-02195"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

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

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

All Section 4.2 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the address set forth above on or before the date agreed upon pursuant to that section or ordered by the Court.

Geneva Home 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 two business days of the due date for such payment.

4.5 Issuance of 1099 and W-9 Forms

No later than five (5) days after any request by Geneva Home, Davia and her counsel will provide W-9 forms to Geneva Home for Susan Davia and Sheffer Law Firm.

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

- (a) The first 1099 shall be issued to the Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid pursuant to Sections 4.1 and 4.2 (if any);
- (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2 (if any), whose address and tax identification number shall be provided to Geneva Home prior to any payments being due under this Agreement; and
- (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Section 4.3 and 4.2 (if any).

5. RELEASES

5.1 DAVIA'S RELEASE OF GENEVA HOME

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and Geneva Home of any violation of Proposition 65 that was or could have been asserted by Davia on behalf of herself, her representatives or attorneys, against Geneva Home, its directors, officers, employees, attorneys, parents and each entity to whom Geneva Home directly or indirectly distributes or sells Covered Products, including, but not limited to downstream distributors and retailers ("Releasees"), based on their alleged failure to warn about alleged exposures to the Listed Chemical contained in the Covered Packaging accompanying any Covered Products that were sold by Geneva Home to a California Customer before the Effective Date. As to Davia only, Geneva Home's compliance with the terms of this Agreement shall constitute compliance with Proposition 65 as to exposures to DINP, DIDP, DEHP, DBP, BBP and DnHP in the Covered Products and Covered Packaging.

5.1.2 Davia also provides a general release and waiver which shall be effective as a full and final accord and satisfaction, and as a bar to all claims, actions and causes of action, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of

Geneva Home' sale or distribution of Covered Products with Covered Packaging prior to the Effective Date. Davia acknowledges that she is familiar with section 1542 of the California Civil Code, which provides as follows:

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

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

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

5.2 GENEVA HOME RELEASE OF DAVIA

Geneva Home, on behalf of itself and its agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Davia and her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Davia and her attorneys and other representatives arising out of the subject matter of the Notice, the Covered Products, and the Covered Packaging, whether in the course of investigating claims in this matter, otherwise seeking to enforce Proposition 65 against Geneva Home and Releasees in this matter,

or negotiating this Agreement. Geneva Home acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

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

Geneva Home expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters identified in this Section 5.2. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

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

6. POST EXECUTION CONVERSION TO CONSENT JUDGMENT

Within twelve months of the execution of this Settlement Agreement, Geneva Home may ask Davia, in writing, to file a complaint for the purpose of seeking to convert this Settlement Agreement into a consent judgment, and to seek the court's approval of the proposed consent judgment pursuant to Health and Safety Code section 25249.7, or as may be otherwise allowed by law. If so requested, Davia agrees to reasonably cooperate with Geneva Home and to use her best efforts, and that of her counsel, to support the entry of a consent judgment incorporating the terms of this Agreement by a superior court in California. Pursuant to Code of Civil Procedure sections 1021 and 1021.5, Geneva Home will reimburse Davia and her counsel for their reasonable fees and costs incurred in filing the complaint, converting the Settlement Agreement into a proposed consent judgment and seeking

judicial approval of the consent judgment, in an amount not to exceed \$12,000.00. Such additional fees shall be paid by Geneva Home, within ten days after its receipt of any invoice from Davia for work performed under this paragraph. Geneva Home understands no motion to approve any proposed consent judgment will be filed absent payment for the work performed under this paragraph. All payments owed to Davia, pursuant to Section 6 shall be delivered to the following payment address:

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

Any failure by Geneva Home to timely pay Davia invoices under this Section shall result in the assessment of ten percent (10%) interest on any outstanding balance.

7. SEVERABILITY

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

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 FedEx (or other tracked delivery service) or electronic mail to the following:

For Geneva Home:

Jack Setton, Owner
Geneva Home Fashions, LLC
230 5th Avenue, Suite 612
New York, NY 10001

and its counsel:

Michael J. Gleason

Hahn Loeser & Parks LLP
One America Plaza
600 West Broadway, Suite 1500
San Diego, CA 92101
mgleason@hahnlaw.com

For Davia:

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

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. ENFORCEMENT

Prior to bringing any motion, order to show cause, or other proceeding to enforce Proposition 65 or any terms of this Agreement relating to the alleged sale in California of any Covered Product without a warning that is alleged to not be Phthalate Free, in actual or alleged violation of this Agreement, Davia shall provide a Notice of Violation (“NOV”) to Geneva Home. The NOV shall include, for each Covered Product alleged to be violation of this Agreement: the date of alleged violations(s), place of sale, date and proof of purchase (if relevant), and any test data obtained by Davia regarding each such Covered Product. Davia shall take no further action regarding any alleged violation, nor seek any monetary recovery for herself, her agents or her counsel if, within 30 days of receiving such NOV, Geneva Home demonstrates (1) that the Covered Product was manufactured distributed, sold or offered for sale by Geneva Home before the Effective Date; or (2) that, after receipt of the NOV, Geneva Home directed, in an express writing, the retailer or distributor of the Covered Product to take corrective action by ensuring a warning compliant with Section 3.3 of this Agreement was in place on the Covered Product(s); or (3) that the subject Covered Product is Phthalate Free.

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

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

12. MODIFICATION

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

13. ENTIRE AGREEMENT

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

14. ATTORNEY'S FEES

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

15. NEUTRAL CONSTRUCTION

Both Parties and their counsel have participated in the preparation of this Agreement and this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by each of the Parties. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved

against the drafting Party should not be employed in the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654. The Parties further agree that the section headings are for convenience only and shall not affect interpretation of this Agreement.

16. COUNTERPARTS, FACSIMILE SIGNATURES

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

17. AUTHORIZATION

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

IT IS SO AGREED

<p>Dated: April __, 2021</p> <p>_____ Jack Setton, Owner Geneva Home Fashions, LLC</p>	<p>Dated: April <u>13</u>, 2021</p> <p> _____ Susan Davia</p>
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16. COUNTERPARTS, FACSIMILE SIGNATURES

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

17. AUTHORIZATION

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

IT IS SO AGREED

<p>Dated: April <u>21</u>, 2021</p>  <p>_____ Jack Setton, Owner Geneva Home Fashions, LLC</p>	<p>Dated: April <u>13</u>, 2021</p>  <p>_____ Susan Davia</p>
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