

PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notices 2019-00584, 2019-01843)

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement”) is entered into by and between noticing party Susan Davia (“Davia”) and noticed party Beauty Sourcing LLC (“Beauty Sourcing”), with Davia and Beauty Sourcing LLC each referred to as a “Party” and collectively referred to as the “Parties.”

1.2 Davia

Davia represents she 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 Beauty Sourcing LLC

1.4 For the sole purpose of this agreement and the resolution of the subject claims, each Beauty Sourcing LLC does not dispute that it 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”).

1.5 General Allegations

Davia alleges that Beauty Sourcing LLC was responsible for the design, manufacture and distribution to 7-Eleven, Inc. (“7-Eleven”), which subsequently sold in the State of California, Simply Me beauty accessories with vinyl components made with materials that exposed users to di(2-ethylhexyl)phthalate (“DEHP”) without first providing “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 as the “Listed Chemical.”

1.6 Notice of Violation

On March 27, 2019, Davia served 7-Eleven and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (the “7-Eleven Notice”) 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 DEHP, a toxic chemical found in the Covered Products sold in California (AG Notice 2019-00584). On September 26, 2019, Davia served Beauty Sourcing and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (the “Beauty Sourcing Notice”) 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 DEHP, a toxic chemical found in the Covered Products sold in California (AG Notice 2019-01843).

Beauty Sourcing represents that, as of the date it executes this Agreement, (a) it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DEHP in the Covered Products, as identified in the Beauty Sourcing Notice, and (b) that it has been advised by 7-Eleven that it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DEHP in the Covered Products, as identified in the 7-Eleven Notice.

1.7 No Admission

This Agreement resolves claims that are denied and disputed by Beauty Sourcing and 7-Eleven. 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. Beauty Sourcing denies the material factual and legal allegations contained in the Beauty Sourcing 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 all applicable laws and regulations, including Proposition 65. Beauty Sourcing is informed and believes, and on that basis alleges as a material term of this Agreement, that 7-Eleven denies the material factual and legal allegations contained in the 7-Eleven 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 sold in California have been and are

in compliance with all applicable laws and regulations, including Proposition 65. Nothing in this Agreement shall be construed as an admission by Beauty Sourcing or 7-Eleven 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 Beauty Sourcing or 7-Eleven of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Beauty Sourcing and 7-Eleven. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Beauty Sourcing's obligations, responsibilities, and duties under this Agreement.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Beauty Sourcing as to this Agreement, that venue for any action to enforce this Agreement is proper in County of Marin, that this Agreement shall be construed as made pursuant to Code of Civil Procedure Section 664.6 and the Marin County Superior Court shall be considered to have jurisdiction to enforce the provisions of this Agreement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 "Covered Product" shall mean all Simply Me brand beauty accessories made with vinyl components, including, but not limited to, Simply Me Beauty Eyelash Curler (052548592349).

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

2.3 “California Customer” shall mean any customer located in California, any customer with a California ship to address, any customer that Beauty Sourcing reasonably understands operates a retail store in California and any e-commerce customer that Beauty Sourcing reasonably understands sells to consumers in California.

2.4 “Effective Date” shall mean March 1, 2020.

3. INJUNCTIVE-TYPE RELIEF

3.1 Products No Longer in Beauty Sourcing’s Control.

Beauty Sourcing represents and warrants, as a material term of this Agreement, that (a) 7-Eleven has advised it that 7-Eleven no longer carries or sells any of the Covered Products, and that it has no Covered Products in its inventory, including in any retail store located in California, and (b) 7-Eleven was the only customer to whom it distributed a Covered Product at any relevant time.

To the extent that Beauty Sourcing acquires reasonably reliable information that any 7-Eleven retail store in California does, in fact, continue to maintain inventory and/or sell Covered Products after the Effective Date, then, no later than thirty (30) days after acquiring such information, 7-Eleven shall send a letter, electronic or otherwise (“Notification Letter”) to each manager of each 7-Eleven retail store located in California that, after September 1, 2018, sold or maintained any inventory of Covered Products. The Notification Letter shall advise the recipient that Covered Products “have been tested for the presence of phthalates and found to contain DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm,” and request that the recipient either pull all Covered Products from store displays and return its entire inventory of Covered Products to its supplier or label the Covered Products remaining in inventory for sale in California with a label that complies with Section 3.3. The Notification Letter shall request a response from the recipient within 15 days, confirming that the letter was received. 7-Eleven shall maintain records of all correspondence or other communications generated pursuant to this Section for two years after the Effective Date and shall promptly produce copies of such records upon Davia’s written request.

To the extent that Beauty Sourcing acquires reasonably reliable information that any direct customer of Beauty Sourcing besides 7-Eleven does, in fact, continue to maintain inventory and/or sell Covered Products in California, then, no later than thirty (30) days after acquiring such information, Beauty Sourcing shall send a Notification Letter to each such customer. The Notification Letter shall advise the recipient that Covered Products “have been tested for the presence of phthalates and found to contain DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm,” and request that the recipient either pull all Covered Products from California store displays and return such inventory of Covered Products to Beauty Sourcing or label the Covered Products remaining in inventory for sale in California, or to any California Customer, with a label that complies with Section 3.3. The Notification Letter shall enclose at least one sheet of self-adhesive labels containing warning language compliant with Section 3.3. Beauty Sourcing shall request a response from the recipient within 15 days, confirming that the letter was received. Beauty Sourcing shall maintain records of all correspondence or other communications generated pursuant to this Section for two years after the Effective Date and shall promptly produce copies of such records upon Davia’s written request.

3.2 Product Reformulation Commitment.

3.2.1 No later than the Effective Date, Beauty Sourcing shall provide the Phthalate Free concentration standards of Section 2.2 to its then-current vendors or manufacturers of any Covered Product and to its vendors of any vinyl material for any Covered Product, and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product or to supply any Covered Product to Beauty Sourcing that is not Phthalate Free. Beauty Sourcing 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 written request from Davia.

3.2.2 After the Effective Date, Beauty Sourcing shall provide the Phthalate Free concentration standards of Section 2.2 to any new vendors or manufacturers of any Covered Product, to its vendors of

any vinyl material for any Covered Product and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. Prior to purchase and acquisition of any Covered Product or any vinyl component for any Covered Product from any new vendor, Beauty Sourcing shall obtain a written confirmation and accompanying laboratory test result from the new vendor demonstrating compliance with the Phthalate Free concentration standard in all materials comprising the Covered Product. For every Covered Product Beauty Sourcing manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a new vendor after the Effective Date, Beauty Sourcing shall maintain copies of all testing of such products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years from the Effective Date and shall produce such copies to Davia within thirty (30) business days of receipt of written request from Davia. For every Covered Product Beauty Sourcing contends meets the Phthalate Free concentration standards and intends to offer for sale to any California Customer without a warning pursuant to Section 3.3 below, Beauty Sourcing shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years from the Effective Date and shall produce such copies to Davia within thirty (30) business days of receipt of written request from Davia.

3.2.3 No later than June 1, 2020, Beauty Sourcing shall not manufacture or cause to be manufactured any Covered Product unless such Covered Product meets the Phthalate Free concentration standards of this Agreement.


3.3 Interim Covered Product Warnings

Beauty Sourcing represents and warrants, as a material term of this Agreement, that, to the best of its knowledge, it has no Covered Products in its inventory that are not confirmed to be Phthalate Free. In the event Beauty Sourcing discovers or receives any inventory that is not confirmed to be Phthalate Free, Beauty Sourcing shall not distribute, sell or ship, or cause to be distributed, sold or shipped, any

such Covered Product to a California Customer unless such Covered Product is shipped with product package label as set forth in this Agreement.

Each such warning utilized by Beauty Sourcing 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 cardboard packaging or shall be affixed to the consumer cardboard packaging. Each warning shall include the yellow triangle with an internal exclamation point and state:

 **WARNING** [The vinyl materials of]this product can expose you to chemicals, including DEHP, 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.

or

 **WARNING** Cancer and Reproductive Harm. -
www.P65Warnings.ca.gov

3.4 Internet E-commerce Covered Product Warnings

Beauty Sourcing represents and warrants it does not sell any Covered Product directly to consumers through any e-commerce website. As such, Beauty Sourcing shall have no obligation to provide warnings for any Covered Product on any website owned, operated or controlled by Beauty Sourcing.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this Agreement, Beauty Sourcing shall pay a total of \$3,500 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 Beauty Sourcing for accurate, good faith reporting to Davia of the nature and amounts of relevant sales activity. If within nine (9) months of the Effective Date, Davia discovers and presents evidence to counsel for Beauty Sourcing that the Covered Products have been distributed in California in sales volumes materially different than those identified by Beauty Sourcing prior to execution of this Agreement, and Beauty Sourcing does not provide Davia with competent and credible evidence to dispute this claim, then the Parties shall attempt to negotiate a fair and reasonable additional penalty and attorneys' fees in an amount not to exceed \$10,000.00. Davia shall provide counsel for Beauty Sourcing with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Beauty Sourcing shall have thirty (30) days to either present evidence to counter this claim or to reach agreement with Davia as to the additional amount of attorneys' fees and penalties owing by Beauty Sourcing 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 additional civil penalties pursuant to this Section and the prevailing party to such action shall be entitled to seek 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 and leaving this fee issue to be resolved after the material terms of this Agreement had been negotiated. Beauty Sourcing expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. 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, except fees that may be incurred on appeal. Under these legal principles, Beauty Sourcing shall pay Davia's counsel, no later than May 29, 2020, the amount of \$23,500 for fees and costs incurred investigating, litigating and enforcing this matter. If Payment is not delivered to Davia's counsel until after May 29, 2020, the amount of Beauty Sourcing's fee/cost reimbursement payment shall be and is increased to \$24,500.

4.4 Payment Procedures

Beauty Sourcing shall satisfy its obligation to pay civil penalties pursuant to Section 4.1 by delivery of a civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2019-00584"), in the amount of \$2,625 and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2019-00584") in the amount of \$875.

Beauty Sourcing shall satisfy its obligation to pay attorney fees and costs pursuant to Section 4.3 by delivery of a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2019-00584").

All civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the following address by no later than June 12, 2020:

Sheffer Law Firm
Attn: Proposition 65 Controller
81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

Beauty Sourcing 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 Beauty Sourcing shall not become effective until after all monetary payments have been made by Beauty Sourcing and all funds have cleared.

Beauty Sourcing shall also pay any augmented civil penalties pursuant to Section 4.2, on or before the date agreed upon by the Parties or ordered by the Court pursuant to Section 4.2, with civil penalty checks payable to "OEHHA" (Memo line "Prop 65 Penalties, 2019-00584") and "Susan Davia" (Memo

line "Prop 65 Penalties, 2019-00584") in the amount agreed to by the Parties or ordered by the Court pursuant to Section 4.2 and as divided pursuant to California Health & Safety Code § 25249.12(c)(1) & (d).

Beauty Sourcing shall also pay any attorney fees and costs pursuant to Section 4.2, on or before the date agreed upon by the Parties or ordered by the Court pursuant to Section 4.2, with a check payable to "Sheffer Law Firm" (Memo line "2019-00584") in the amount agreed upon by the Parties or ordered by the Court pursuant to Section 4.2.

All Section 4.2 payments shall be delivered to plaintiff's counsel at the following address:

Sheffer Law Firm
Attn: Proposition 65 Controller
81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

Beauty Sourcing shall also be liable for payment of interest, at a rate of 10% simple interest, for all amounts due and owing from it under Section 4.2 that are not received by Sheffer Law Firm within ten (10) business days of the due date for such payment.

4.5 Issuance of 1099 Forms

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, Beauty Sourcing shall issue three separate 1099 forms, as follows:

- (a) 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;
- (b) issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2, whose address and tax identification number shall be furnished upon request; and
- (c) issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Section 4.2, if any, and 4.3.

5. RELEASES

5.1 Davia's Release of Beauty Sourcing and 7-Eleven.

5.1.1 Release by Davia: This settlement agreement is a full, final and binding resolution

between Davia and Beauty Sourcing of any violation of Proposition 65, or equivalent common law claim or applicable regulation, that was or could have been asserted by Davia, individually and on behalf of herself and her past and current representatives, agents, attorneys, successors and/or assigns, and acting in the public interest ("Releasers") against (a) Beauty Sourcing and its owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns, (collectively "Beauty Sourcing Releasees") and (b) 7-Eleven and all of its owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns (collectively the "Downstream Releasees")(the Beauty Sourcing Releasees and the Downstream Releasees are collectively the "Releasees"), on the other hand, of any violation(s) or claimed violation(s) of Proposition 65 or any statutory or common law claim that has been, could have been or may in the future be asserted against any Releasee regarding exposing or the exposure of persons to DEHP and/or the failure to warn about exposure to DEHP arising in connection with the Covered Products manufactured, shipped, otherwise distributed or sold by any Releasee prior to the Effective Date, even if sold by any Downstream Releasee after the Effective Date (the "Claims"). Compliance with the terms of this Agreement constitutes compliance with Proposition 65 by the Releasees with regard to the alleged or actual failure to warn about exposure to DEHP from Covered Products manufactured, sold or distributed for sale after the Effective Date.

5.1.2 Covenant Not to Sue: In further consideration of the promises and agreements in this Agreement, and for so long as Releasee remains in compliance with the terms of this Agreement, Davia on behalf of herself, her past and current representatives, agents, attorneys, successors and/or assigns waives all Davia's rights to institute or participate in, and covenants that she will not commence, directly or indirectly, any form of legal action and releases all Claims that Davia may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses -- including, but not limited to,

investigation fees, expert fees, and attorneys' fees,-- limited to and arising under Proposition 65 with respect to the DEHP in the Covered Products manufactured, distributed, sold and/or offered for sale by any Releasee and covered by the Release.

5.1.3 Release of Unknown Claims. Davia also, in her individual capacity and on behalf of her past and current representatives, agents, attorneys, successors and/or assigns, provides this general release which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Notice as to Covered Products manufactured, distributed or sold by any Releasee before 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 and on behalf of her past and current representatives, agents, attorneys, successors and/or assigns 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, excepting Section 4.2, 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.

5.1.4 No Upstream Release. This section 5.1 release shall not extend upstream to any entities, other than Beauty Sourcing and 7-Eleven, that manufactured the Covered Products or any component parts thereof, or any distributors or suppliers who sold the Covered Products or any of their

component parts to Beauty Sourcing and 7-Eleven.

5.2 Beauty Sourcing and 7-Eleven's Release of Davia

The Release by Davia is mutual. Beauty Sourcing, each on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, waives any and all claims against Davia and her attorneys and other representatives, for any and all actions taken or statements made by Davia and her attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products. Beauty Sourcing and 7-Eleven each 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 RELEASING PARTY.

Beauty Sourcing 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 he may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release given in this Agreement 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.

6. ENFORCEMENT

Prior to bringing any action, 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 and which is alleged to not be Phthalate Free, in actual or alleged violation

of this Agreement, Davia shall provide a Notice of Violation ("NOV") to Beauty Sourcing. 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, Beauty Sourcing and the Releasee demonstrates (1) that the Covered Product was manufactured distributed, sold or offered for sale by Beauty Sourcing or the Releasee before June 1, 2019; or (2) that Beauty Sourcing and the Releasee directed the retailer or distributor of the Covered Product to take corrective action by placing an appropriate warning on the Covered Product(s) sold or offered for sale in California compliant with Section 3.3 of this Agreement following service of the NOV; or (3) that the Covered Products are Phthalate Free.

7. SEVERABILITY

If any of the provisions of this Agreement are found by a court to be unenforceable, the validity of the enforceable provisions remaining, after express agreement of the Parties, shall not be adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

8. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions.

9. NOTICES

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

For Beauty Sourcing: Alberto Kamhazi, Beauty Sourcing LLC, 15151 NE 21st Avenue
North Miami Beach, FL 33162

With a copy to its counsel: Thomas N. FitzGibbon (tom@apexlaw.com), Apex Law APC, 100
Wilshire Bl., Ste. 700, Santa Monica, CA 90401

For Davia: Proposition 65 Coordinator, Sheffer Law Firm, 81 Throckmorton Ave., Suite 202, 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, e-mail and/or other verifiable form of written communication.

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

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

11. MODIFICATION

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

12. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to its subject matter, and any and all prior discussions, negotiations, commitments, and understandings related to it. No representations, oral or otherwise, express or implied, other than those contained in this Agreement have been made by any Party. No other agreements not specifically incorporated or ratified in this Agreement, oral or otherwise, shall be deemed to exist or to bind any of the Parties as to its subject matter. 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.

13. ATTORNEY'S FEES

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

13.2 Except as otherwise specifically provided in this Agreement, each Party shall bear its own costs and attorney's fees in connection with the Notice and its resolution.

13.3 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law, in the event an action is filed in connection with this Agreement.

14. NEUTRAL CONSTRUCTION

The 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 all Parties and their counsel. 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 waive California Civil Code Section 1654.

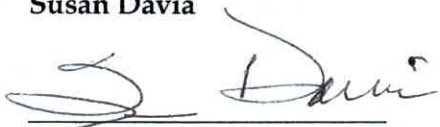
15. COUNTERPARTS, FACSIMILE SIGNATURES

This Agreement may be executed in counterparts, either in ink or by electronic signature, and the counterpart signature page shall be transmitted to each other Party by facsimile or e-mail of a portable document format (PDF) copy, and each counterpart shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

16. AUTHORIZATION

Each of undersigned is 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>Dated: May <u>22</u>, 2020</p> <p>Susan Davia</p> <p></p> <p>Susan Davia</p>	<p>Dated: May ___, 2020</p> <p>Beauty Sourcing, LLC</p> <p>By: _____</p> <p>Alberto Kamhazi</p> <p>Its: Manager</p>
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13.3 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law, in the event an action is filed in connection with this Agreement.

14. NEUTRAL CONSTRUCTION

The 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 all Parties and their counsel. 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 waive California Civil Code Section 1654.

15. COUNTERPARTS, FACSIMILE SIGNATURES

This Agreement may be executed in counterparts, either in ink or by electronic signature, and the counterpart signature page shall be transmitted to each other Party by facsimile or e-mail of a portable document format (PDF) copy, and each counterpart shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

16. AUTHORIZATION

Each of undersigned is 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>Dated: May ____, 2020</p> <p>Susan Davia</p> <p>_____ Susan Davia</p>	<p>Dated: May <u>22</u>, 2020</p> <p>Beauty Sourcing, LLC</p> <p>By: _____ Alberto Kamhazi Its: Manager</p>
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