

**PROPOSITION 65 SETTLEMENT AGREEMENT**  
**(Susan Davia AG Notices 2022-00614)**

**1. INTRODUCTION**

**1.1 The Parties**

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between noticing party Susan Davia (“Davia”) and noticed parties The Middleby Corporation and Masterbuilt Manufacturing, LLC (hereafter, collectively “Masterbuilt”), with Davia and Masterbuilt each referred to as a “Party” and 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 The Middleby Corporation and Masterbuilt Manufacturing, LLC**

The Middleby Corporation and Masterbuilt Manufacturing, LLC are alleged to be persons 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 Masterbuilt is responsible for the design, manufacture, distribution and/or sale, in the State of California, of Masterbuilt smoker and grill products with accessible vinyl latch covers that can expose users to diisononyl phthalate (“DINP”) without first providing a “clear and reasonable warning” under Proposition 65 as to the accessible vinyl components’ DINP. Pursuant to Proposition 65, DINP is listed as a carcinogen and reproductive toxin. DINP shall be referred to hereinafter as the “Listed Chemical.”

**1.5 Notice of Violation**

On March 28, 2022, Davia served Masterbuilt 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 California consumers of the presence of DINP found in the vinyl latch covers on their smoker and grill products sold in California (AG Notice 2022-00614). This March 28, 2021, Notice of Violation shall hereafter be referred to as the "Notice." As of the date of the execution of this Agreement, the Parties are not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DINP in the Masterbuilt smoker and grill products as identified in the Notice.

#### **1.6 No Admission**

This Agreement resolves claims that are denied and disputed by Masterbuilt. 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. Masterbuilt 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 (defined below), 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, and are completely safe for their intended use. Nothing in this Agreement shall be construed as an admission by Masterbuilt 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 Masterbuilt of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Masterbuilt. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Masterbuilt'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 Masterbuilt as to this Agreement, that venue for any action to enforce this Agreement is proper in County of Marin, and that 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 Masterbuilt brand smokers and grills with vinyl latch covers manufactured, distributed, and/or sold by Masterbuilt in California, including, but not limited to, Masterbuilt Gravity Series 560, 800 and 1050 digital charcoal grills and smokers.

**2.2** "Phthalate Free" Covered Products shall mean any Covered Products whose accessible components contain less than or equal to 1,000 parts per million ("ppm") each of DINP, di(2-ethylhexyl) phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), di-isodecyl phthalate ("DIDP"), di-n-hexyl phthalate ("DnHP") and butyl benzyl phthalate ("BBP") as determined 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** "Effective Date" shall mean the date this Settlement Agreement is fully executed.

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

### **3.1 Products No Longer in Masterbuilt's Control**

Within 30 days of the Effective Date, for any California retail entity customers for whom Masterbuilt has affirmative evidence that such customers still hold inventory of Covered Products purchased from Masterbuilt prior to January 1, 2020, Masterbuilt shall request that any such California retail entity label the Covered Products remaining in its inventory for sale in or to California with a Proposition 65 warning label that complies with Section 3.3. Masterbuilt shall maintain records of all correspondence or other communications generated pursuant to this Section (if any) 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** Masterbuilt represents, and Davia disputes, that Masterbuilt has applied a Proposition 65 safe harbor warning covering all Proposition 65 listed chemicals in the Covered Products since approximately 2020. To the extent that Masterbuilt has not already done so, within 30 days of the Effective Date, Masterbuilt shall communicate the Phthalate Free concentration standards of Section 2.2 to its then-current vendors of any Covered Product's vinyl component if

no Proposition 65 warning will be provided for such Covered Products sold in California pursuant to Section 3.3 below. Masterbuilt shall maintain copies of all vendor correspondence relating to the vinyl component phthalate concentrations (if any) for a period of two years and shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia.

**3.2.2** Within 30 days of the Effective Date, Masterbuilt shall not manufacture or cause to be manufactured for sale in California any Covered Products without inclusion of a warning statement pursuant to Section 3.3 unless all vinyl latch cover components incorporated into such Covered Products meet the Phthalate Free concentration standards of this Agreement.

### **3.3 Covered Product Warnings**

**3.3.1** Within 30 days of the Effective Date, Masterbuilt shall not manufacture or cause to be manufactured for sale in California any Covered Products with any vinyl latch components that are not confirmed to be Phthalate Free unless such Covered Products include a product warning statement as set forth hereafter.

Each such warning utilized by Masterbuilt for any Covered Product shall be prominently placed along with other product warnings in the Covered Product instruction manual or such other revised instruction manual as may be used in the future by Masterbuilt. Alternatively, the product warning may be included in a separate insert in the product packaging along with the instruction manual. The Proposition 65 warning must be designed and displayed 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 for a Covered Product with vinyl components containing only phthalate DINP shall include the yellow triangle with an internal exclamation point (or the warning triangle may be in black and white if yellow is not otherwise used in the instruction manual or insert) and state:

**⚠ [California Prop 65] WARNING:** The vinyl latch covers on this product can expose you to chemicals, including DINP, that are known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Or, if Masterbuilt has reason to believe that the Covered Products cause an exposure to other listed chemicals it may use one of the following warnings:

⚠ [California Prop 65] **WARNING:** This product can expose you to chemical[s] including [name of one or more chemicals], which [is] [are] known to the state of California to cause [cancer] and [birth defects or other reproductive harm.]

For this warning, the brackets must be filled in based on the chemical exposure(s) caused by the Covered Product and must be consistent with 27 CCR 25603.

⚠ [California Prop 65] **WARNING:** [Cancer] [and] [birth defects or other reproductive harm].

For this warning, the brackets must be filled in based on the chemical exposure(s) caused by the Covered Product and must be consistent with 27 CCR 25603.

For all three warnings listed above the “[California Prop 65]” language is optional. In lieu of the preceding warning content and methods set forth above, Masterbuilt may use any specific safe-harbor warning content and method applicable to the Covered Products set forth in Title 27, California Code of Regulations, section 25600 *et seq.*, as amended August 30, 2018, and subsequently thereafter.

### **3.4 Internet Ecommerce Covered Product Warnings**

Masterbuilt must also provide one of the warnings above for any Covered Product it manufactures or causes to be manufactured more than 30 days after the Effective Date that is not confirmed to be Phthalate Free via any ecommerce website owned, operated, managed or controlled by, or for the benefit of, Masterbuilt. A warning will satisfy this requirement if it appears either: (a) on the same web page on which a Covered Product is displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same web page as the price for any Covered Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. One of the warning statements set forth in Section 3.3 above shall be used and shall appear in any of the above instances adjacent to or following the display, description, or price

of the Covered Product for which it is given, or through a hyperlink using the word “[California Proposition 65] WARNING”, in the same type size or larger than the Covered Product description text (language in brackets optional).

#### **4. MONETARY PAYMENTS**

##### **4.1 Civil Penalty**

As a condition of settlement of all the claims referred to in this Agreement, Masterbuilt shall pay a total of \$2,200 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 Masterbuilt 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 Masterbuilt that the Covered Products have been distributed in California in sales volumes materially different (more than 25%) than those identified by Masterbuilt prior to execution of this Agreement, and Masterbuilt does not provide Davia with competent and credible evidence to dispute this claim, then Masterbuilt shall be liable for an additional penalty amount of \$10,000. Davia agrees to provide counsel for Masterbuilt with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Masterbuilt shall have thirty (30) days to either present evidence to counter this claim or to agree to the amount of fees and penalties owing by Masterbuilt and submit such payment to Davia in accordance with the method of payment of penalties and fees identified in Section 4.1 and 4.4. Should this thirty (30) day period pass without any such resolution between the Parties and payment of such additional penalties and fees, Davia shall be entitled to file a formal legal claim for the additional civil penalties pursuant to this Section and the prevailing party to such action shall be entitled to all reasonable attorney fees and costs relating to such claim.

### **4.3 Reimbursement of Davia's Fees and Costs**

The Parties acknowledge that Davia and her counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the Agreement had been settled. Masterbuilt 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, Masterbuilt shall pay Davia's counsel the amount of \$28,800 for fees and costs incurred investigating, litigating and enforcing this matter.

### **4.4 Payment Procedures**

Masterbuilt 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, 2022-00614"), in the amount of \$1,650 and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2022-00614") in the amount of \$550.

Masterbuilt 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 "2022-00614") in the amount of \$ 28,800. All civil penalty and attorney fee/cost payments shall be delivered to Davia's counsel at the following address within 10 business days after execution of this Agreement:

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

Masterbuilt 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

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

Masterbuilt 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, 2022-00614") and "Susan Davia" (Memo line "Prop 65 Penalties, 2022-00614") 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).

Masterbuilt shall also pay 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 "2022-00614") 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  
232 E. Blithedale Ave., Suite 210  
Mill Valley, CA 94941

Masterbuilt 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, Masterbuilt 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 and 4.3.

## **5. RELEASES**

### **5.1 DAVIA'S RELEASE OF MASTERBUILT**

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and Masterbuilt of any violation of Proposition 65 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 ("Releasors") against Masterbuilt, and each of their directors, officers, employees, attorneys, agents, parents, affiliates, and subsidiaries ("Releasees"), based on their failure to warn about alleged exposures to DINP contained in vinyl components of the Covered Products that were manufactured, distributed, sold or offered for sale by Masterbuilt before the Effective Date. Compliance with the terms of this Agreement constitutes compliance with Proposition 65 by Masterbuilt with regard to the alleged or actual failure to warn about exposure to DINP from vinyl components of Covered Products manufactured, sold or distributed for sale after the Effective Date.

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

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

demands 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 Masterbuilt or Releasees 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 This section 5.1 release shall not extend upstream to any entities, other than Masterbuilt, that manufactured the Covered Products or any component parts thereof, or any distributors or suppliers who sold the covered products or any component parts thereof to Masterbuilt.

## **5.2 Masterbuilt's Release of Davia**

The Release by Davia is mutual. Masterbuilt, each on behalf of itself, its past and current 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, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products. Masterbuilt 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.

Masterbuilt 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 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.

## **6. 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 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 Masterbuilt. 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 and/or evidence that the Covered Product was sold without a warning in California as required by this Agreement. 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, Masterbuilt demonstrates (1) that the Covered Product was manufactured, distributed, sold or offered for sale by Masterbuilt before Effective Date; or (2) that all vinyl components included on 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.

## **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 Masterbuilt:

CEO  
The Masterbuilt Corporation  
1400 Toastmaster Drive  
Elgin, Illinois 60120

With a copy to its counsel:

J. Robert Maxwell, Esq.  
Rogers Joseph O'Donnell  
311 California Street, 10th Floor  
San Francisco, CA 94104-2695  
JMaxwell@rjo.com

For Davia to:

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

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

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

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

## **11. MODIFICATION**

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

## **12. 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 by any Party hereto. 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.

## **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 herein, each Party shall bear its own costs and attorney's fees in connection with the Notice.

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

## **14. 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 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 hereby waive California Civil Code Section 1654.

**15. COUNTERPARTS, FACSIMILE SIGNATURES**

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

**16. AUTHORIZATION**

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

**IT IS SO AGREED**

<p>Dated: March <u>23</u>, 2023</p> <p><u>Michael Thompson</u></p> <p>Masterbuilt Manufacturing, LLC</p>	<p>Dated: March ____, 2023</p> <p>_____ Susan Davia</p>
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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.


**15. COUNTERPARTS, FACSIMILE SIGNATURES**

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

**16. AUTHORIZATION**

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

**IT IS SO AGREED**

<p>Dated: March __, 2023</p> <p>_____</p> <p>Masterbuilt Manufacturing, LLC</p>	<p>Dated: March <sup>23</sup>__, 2023</p> <p></p> <p>Susan Davia</p>
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