

1 Gregory M. Sheffer, State Bar No. 173124
SHEFFER LAW FIRM
2 232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941
3 Telephone: 415.388.0911

4 Attorneys for Plaintiff
SUSAN DAVIA

5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MARIN
10 UNLIMITED CIVIL JURISDICTION
11

12 SUSAN DAVIA,

13 Plaintiff,

14 v.

15 NEW PRIDE CORP. DBA PRIDE PRODUCTS,
HASSAN & SONS, INC. and DOES 1-150,

16 Defendants.
17

Case No. CIV2300969

**CONSENT TO JUDGMENT SETTLEMENT
AGREEMENT**

Action Filed: April 3, 2023
Trial Date: None Assigned

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This consent to judgment settlement agreement (“Agreement” or “Settlement Agreement”)
4 is entered into by and between plaintiff Susan Davia (“Davia”) and defendants New Pride Corp.
5 dba Pride Products (“New Pride”) and Hassan & Sons, Inc. (“Hassan”), with Davia, New Pride and
6 Hassan each referred to as a “Party” and collectively referred to as the “Parties.”

7 **1.2 Davia**

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

11 **1.3 New Pride and Hassan**

12 New Pride and Hassan is each a person in the course of doing business for purposes of the
13 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
14 25249.6 *et seq.* (“Proposition 65”).

15 **1.4 General Allegations**

16 Davia alleges that New Pride and Hassan participated in the manufacture, distribution
17 and/or sale, in the State of California, of Simply Hardware Booster Cables & Carry Case products
18 made with components that expose users to di(2ethyl-hexyl)phthalate (“DEHP”) without first
19 providing “clear and reasonable warning” under Proposition 65. Pursuant to Proposition 65,
20 DEHP is listed as a developmental toxin and carcinogen. DEHP shall be referred to hereinafter as
21 the “Listed Chemical.”

22 **1.5 Notice of Violation**

23 On March 16, 2022,, Davia served New Pride and various public enforcement agencies with
24 a document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed
25 entities with notice of alleged violations of Health & Safety Code § 25249.6 for purportedly failing
26 to warn consumers of the presence of DEHP found in Simply Hardware Booster Cables & Carry
27 Case products, including, but not limited to Simply Hardware Booster Cables 12 Ft., 10 Ga., 1250
28

1 Amp. (8 40180 20205 0) (hereafter “Covered Products”), sold in California (AG Notice 2022-00968)
2 (hereafter “Notice”).

3 On January 10, 2023, Davia served New Pride, Hassan and various public enforcement
4 agencies with a document entitled “Supplemental 60-Day Notice of Violation” that provided public
5 enforcers and the noticed entities with notice of alleged violations of Health & Safety Code §
6 25249.6 for purportedly failing to warn consumers of the presence of DEHP found in Covered
7 Products sold in California (AG Notice 2023-00055) (hereafter “Notice 2”).

8 New Pride received Notice 1 and Notice 2 and Hassan received Notice 2. Notice 1 and
9 Notice 2 shall hereinafter be collectively referred to as “Notices”.

10 The parties represent that, as of the date each executes this Agreement, it is not aware of any
11 public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to any
12 Listed Chemical in the Covered Products, as identified in the Notices.

13 **1.6 Complaint**

14 On April 3, 2023, Davia filed a Complaint in the Superior Court of the State of California
15 for the County of Marin, Case No. CIV2300969, alleging violations by New Pride and Hassan of
16 Health and Safety Code § 25249.6 based on the alleged exposures to DEHP from the Covered
17 Products (the “Action”).

18 **1.7 No Admission**

19 This Agreement resolves claims that are denied and disputed by New Pride and Hassan.
20 The Parties enter into this Agreement pursuant to a full, final and binding settlement of any and all
21 claims arising out of Notices for the purpose of avoiding prolonged litigation. New Pride and
22 Hassan each denies the material factual and legal allegations contained in the Notices and Action,
23 maintains that it did not knowingly or intentionally expose California consumers to any Listed
24 Chemical through the reasonably foreseeable use of the Covered Products and further contend that
25 all Covered Products they have manufactured, distributed and/or sold in or to California have
26 been and are in compliance with all applicable laws. Nothing in this Agreement shall be construed
27 as an admission by New Pride or Hassan of any fact, finding, issue of law, or violation of law, nor
28 shall compliance with this Agreement constitute or be construed as an admission by New Pride or

1 Hassan of any fact, finding, conclusion, issue of law, or violation of law, all of which are specifically
2 denied by New Pride and Hassan. However, notwithstanding the foregoing, this section shall not
3 diminish or otherwise affect New Pride’s and Hassan’s obligations, responsibilities, and duties
4 under this Agreement.

5 **1.8 Consent to Jurisdiction**

6 For purposes of this Agreement only, the Parties stipulate that the Marin County Superior
7 Court has jurisdiction over New Pride and Hassan as to the allegations in the Notice received from
8 Davia, and this Agreement, that venue is proper in County of Marin, and that the Marin County
9 Superior Court has jurisdiction over the Parties in any action to enforce the provisions of this
10 Agreement.

11 **2. DEFINITIONS**

12 **2.1** “Phthalate Free” Covered Products shall mean any accessible component of any
13 Covered Product contains less than or equal to 1,000 parts per million (“ppm”) of DEHP, diisononyl
14 phthalate (“DINP”), dibutyl phthalate (“DBP”), di-isodecyl phthalate (“DIDP”), di-n-hexyl
15 phthalate (“DnHP”) and butyl benzyl phthalate (“BBP”) as determined by a minimum of duplicate
16 quality controlled test results using Environmental Protection Agency (“EPA”) testing
17 methodologies 3580A and 8270C or equivalent methodologies utilized by federal or state agencies
18 to determine the presence and measure the quantity of phthalates in solid substances.

19 **2.2** “Effective Date” shall mean January 1, 2024.

20 **3. INJUNCTIVE-TYPE RELIEF**

21 **3.1 Product Reformulation Commitment**


22 **3.1.1** No later than the Effective Date of this Settlement Agreement of the parties, New
23 Pride shall provide the Phthalate Free concentration standards of Section 2.1 to any then-current
24 vendor of any Covered Product and request such entity not to provide any Covered Product that
25 does not meet the Phthalate Free concentration standards of Section 2.4. New Pride shall maintain
26 copies of any vendor correspondence relating to the Phthalate Free concentration standards for two
27

1 (2) years after the Effective Date and shall produce such copies to Davia within fifteen (15) days of
2 receipt of reasonable request made in writing from Davia.

3 **3.1.2** After the Effective Date, New Pride shall provide the Phthalate Free concentration
4 standards of Section 2.1 to any new vendor of any Phthalate Covered Product and request such
5 entity not to provide any Covered Product that does not meet the Phthalate Free concentration
6 standards of Section 2.1. "New Vendor" means any vendor of Covered Products from whom New
7 Pride was not obtaining Covered Products as of the Effective Date. Prior to purchase and
8 acquisition of any Phthalate Covered Product from any New Vendor, New Pride shall obtain
9 written confirmation and laboratory test result from the New Vendor demonstrating compliance
10 with the Phthalate Free concentration standard for any Covered Product. For two (2) years after the
11 Effective Date, for every Covered Product New Pride causes to be manufactured or ordered or
12 otherwise obtains from a New Vendor, New Pride shall maintain copies of any testing of such
13 products demonstrating phthalate concentration of the Covered Products, shall maintain copies of
14 all vendor correspondence relating to the Phthalate Free concentration standards and shall produce
15 such copies to Davia within fifteen (15) days of receipt of reasonable request made in writing from
16 Davia.

17 **3.2 Previously Distributed Covered Products.**


18 **3.2.1** New Pride Customer Notification - No later than October 1, 2023, New Pride shall
19 send a letter, electronic or otherwise ("NP Notification Letter") to: (1) each retailer or distributor in
20 California to which New Pride, after April 1, 2023, supplied any Covered Product, and (2) any other
21 retailer or distributor that serves California customers and that New Pride reasonably understands
22 or believes has any inventory of Covered Products. The NP Notification Letter shall advise the
23 recipient that Covered Products "contain a chemical known to the State of California to cause
24 cancer and birth defects or other reproductive harm". The NP Notification letter shall inform the
25 recipient to apply a Proposition 65 warning label to each Covered Product or its immediate
26 packaging, which label shall contain the following warnings, before it is sold in the California
27 market or to a California customer:
28

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

3 The NP Notification Letter shall request written confirmation from the recipient, within 15 days of
4 receipt, that all such inventory for California sale has been, or will be, labelled with the warning
5 language identified in this section.

6 **3.2.2** New Pride shall maintain records of compliance correspondence, inventory reports
7 or other communication confirming compliance with § 3.2.1 for two (2) years from the Effective
8 Date and shall produce copies of such records upon reasonable written request by Davia.

9 **3.2.3** Hassan Retailer Notification – Hassan alleges that it has discontinued all California
10 sales of Covered Products promptly after receiving Notice 2. As of October 1, 2023, Hassan shall
11 not sell any Covered Product in California unless it has complied with all warning requirements set
12 forth in Section 3.3.1. No later than October 1, 2023, Hassan shall send a letter, electronic or
13 otherwise (“HS Notification Letter”) to: (1) each location owned or operated by Hassan & Sons, Inc.
14 in California. The HS Notification Letter shall advise the recipient that Covered Products “contain
15 a chemical known to the State of California to cause cancer and birth defects or other reproductive
16 harm”. The HS Notification letter shall inform the recipient to either permanently remove all
17 Covered Product inventory from store display or apply a Proposition 65 warning label to each
18 Covered Product or its immediate packaging, which label shall contain the following warnings,
19 before it is sold in the California market or to a California customer:

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

22 The Notification Letter shall request written confirmation from the recipient, within 15 days of
23 receipt, that all such inventory for California sale has been, or will be, labelled with the warning
24 language identified in this section.


25 **3.2.4** Hassan shall maintain records of compliance correspondence, inventory reports or
26 other communication confirming compliance with § 3.2.3 for two (2) years from the Effective Date
27 and shall produce copies of such records upon reasonable written request by Davia.
28

1 **3.3 Existing Inventory Product Labels**


2 For any Covered Products obtained by New Pride before their receipt of Notice 2, that
3 remain in their inventory and are not confirmed to be Phthalate Free, New Pride shall not sell or
4 ship any of such Covered Product unless New Pride either has confirmation that the Covered
5 Product meets the Phthalate Free requirements of Section 2.1 or New Pride has complied with all
6 warning requirements set forth in Section 3.3.1.

7 **3.3.1 Covered Product Label.**

8 For all remaining inventory of Covered Products that is not Phthalate Free, New Pride and
9 Hassan shall only sell such Covered Product if it includes a label on the Covered Product or its
10 immediate packaging that states:

11  **WARNING:** This product can expose you
12 to [chemicals including] DEHP, which is known
13 to the State of California to cause cancer and
14 birth defects or other reproductive harm. For
more information go to
www.P65Warnings.ca.gov;

15 or


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

18 The label shall be prominently affixed with such conspicuousness as compared with other words,
19 statements, designs, or devices, as to render it likely to be read and understood by an ordinary
20 individual under customary conditions *before* purchase or use.

21 **3.3.2 Internet Website Warning.**

22 A warning must be given on an e-commerce or other website owned or operated by or for
23 New Pride or Hassan in conjunction with the advertisement, marketing, sale or offer of sale of any
24 Covered Product that is not confirmed to be Phthalate Free. A warning will satisfy this
25 requirement if it appears either: (a) on the same web page on which a Covered Product is
26 displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same page
27 as the price for any Covered Product; or (d) on one or more web pages displayed to a purchaser
28 during the checkout process. One of the following warning statements shall be used and shall

1 appear in any of the above instances adjacent to or immediately following the display, description,
2 or price of the Covered Product for which it is given in the same type size or larger than the
3 Covered Product description text:

4  **WARNING:** This product can expose you
5 to [chemicals including] DEHP, which is known
6 to the State of California to cause cancer and
7 birth defects or other reproductive harm. For
8 more information go to
9 www.P65Warnings.ca.gov;

8 **4. MONETARY PAYMENTS**

9 **4.1 Civil Penalty**

10 As a condition of settlement of all the claims referred to in this Settlement
11 Agreement, New Pride and Hassan shall cause to be paid a total of \$2,200 in civil penalties in
12 accordance with California Health & Safety Code § 25249.12(c)(1) & (d).

13 **4.2 Augmentation of Penalty Payments**

14 For purposes of the penalty assessment under this Agreement, Davia is relying entirely
15 upon New Pride and Hassan and their counsel for accurate, good faith reporting to Davia of the
16 nature and amounts of sales activity of the Covered Products during the relevant period. If within
17 nine (9) months of the Effective Date, Davia discovers and presents to New Pride and Hassan
18 evidence that during the relevant period the Covered Products have been sold to retailers or
19 California consumers by New Pride and Hassan in sales volumes materially different (more than
20 25%) than those identified by New Pride and Hassan prior to execution of this Agreement, then
21 New Pride and Hassan shall be liable for an additional penalty amount of \$10,000.00. New Pride
22 and Hassan shall also pay reasonable, additional attorney fees expended by Davia in discovering
23 such additional sales and reporting them to New Pride and Hassan in accordance with this section.
24 Davia agrees to provide New Pride and Hassan with a written demand for such additional
25 penalties and attorney fees under this Section. After service of such demand, New Pride and
26 Hassan shall have thirty (30) days to pay the additional civil penalties amount demanded or
27 negotiate with Davia as to an agreed amount of fees and penalties to be paid in accordance with the
28 method of payment of penalties and fees identified in Section 4.4. Should the parties dispute

1 whether Davia has provided appropriate evidence of “sales volumes materially different (more
2 than 25%) than those identified by New Pride and Hassan prior to execution of this Agreement”,
3 then the parties shall have the issue decided by a mutually agreed upon Mediator, each side to bear
4 its own costs of the mediation. Should mediation not be successful in resolving the matter then,
5 within thirty (30) days of the mediation, Davia shall be entitled to file an action for breach of this
6 Agreement in which the sole issues for resolution by the Court shall be: (1) whether during the
7 relevant period Covered Products were sold to retailers or California consumers by New Pride and
8 Hassan in sales volumes materially different (more than 25%) than those identified by New Pride
9 and Hassan prior to execution of this Agreement; and (2) if the Court finds in favor of Davia on
10 issue no. 1, the amount of legal fees, if any, Davia is entitled to recover for discovering the
11 additional sales and reporting them to New Pride and Hassan in accordance with this section. In
12 any action brought under this Section 4.2, the prevailing party shall be entitled to recover its
13 attorney’s and other fees and costs.

14 **4.3 Reimbursement of Davia’s Fees and Costs**

15 The Parties acknowledge that Davia and her counsel refused to consider any reimbursement
16 of plaintiff’s fees or costs until all other terms of the settlement were reached. The Parties then
17 reached an accord on the reimbursement due to Davia and compensation of her counsel under
18 general contract principles and consistent with the private attorney general doctrine codified at
19 California Code of Civil Procedure section 1021.5. Under these principles, New Pride and Hassan
20 shall reimburse plaintiff the amount of \$35,550 for fees and costs incurred investigating and
21 negotiating a resolution of this matter. Such payment shall be made payable to “Sheffer Law Firm”.

22 **4.4 Payment Procedures**

23 No later than fifteen (15) days after execution of this Agreement, New Pride and Hassan
24 shall deliver all settlement payment funds required by this Agreement to its counsel. Within one
25 (1) week of receipt of the settlement funds, New Pride and Hassan’s counsel shall confirm receipt in
26 writing to plaintiff’s counsel and, thereafter, hold New Pride and Hassan’s settlement payment
27 checks or payment(s) until such time as the Court approves this settlement as contemplated by
28 Section 6. Within five (5) business days of the date plaintiff provides electronic mail notice to

1 counsel for New Pride and Hassan that the Court has approved this settlement, New Pride and
2 Hassan's counsel shall deliver the settlement payments to plaintiff's counsel as follows:

3 a civil penalty check payable to "OEHHA" (Memo line "Prop 65 Penalties, 2023-00055"), in
4 the amount of \$1,650;

5 a civil penalty check payable to "Susan Davia" (Memo line "Prop 65 Penalties, 2023-00055")
6 in the amount of \$550; and

7 an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (Memo line
8 "2023-00055") in the amount of \$35,550.

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

11 Sheffer Law Firm
12 Attn: Proposition 65 Controller
13 232 E. Blithedale Avenue, Suite 210
14 Mill Valley, CA 94941

15 All Section 4.2 civil penalty and attorney fee/cost payments, if any, shall be delivered to
16 plaintiff's counsel at the following address on or before the date agreed upon pursuant to that
17 section or as ordered by the Court:

18 Sheffer Law Firm
19 Attn: Proposition 65 Controller
20 232 E. Blithedale Avenue, Suite 210
21 Mill Valley, CA 94941

22 New Pride and Hassan shall be liable for payment of interest, at a rate of 10% simple
23 interest, for all amounts due and owing from it under this Section that are not received by Sheffer
24 Law Firm within two business days of the due date for such payment.

25 **4.5 Issuance of 1099 Forms**

26 After this Agreement has been executed and funds have been transmitted to Davia's counsel
27 at the address set forth in Section 4.4., New Pride and Hassan, each according to their share, shall
28 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);

1 (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2
2 (if any), whose address and tax identification number shall be provided to New Pride and Hassan
3 upon request; and

4 (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid
5 pursuant to Section 4.3 and 4.2 (if any).

6 **5. RELEASES**

7 **5.1 DAVIA'S RELEASE OF DEFENDANTS**

8 5.1.1 Plaintiff acting on her own behalf and in the public interest releases New Pride and
9 Hassan and each of their directors, officers, employees, attorneys, agents, and parents, successors
10 and assigns, ("Releasees") from all claims for violations of Proposition 65 up through the Effective
11 Date based on exposure to DEHP from the Covered Products as set forth in the Notices.
12 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65
13 with respect to exposures to DEHP from Covered Products as set forth in the Notices.

14 5.1.2 Davia also, in her individual capacity and on behalf of her past and current
15 representatives, agents, attorneys, successors and/or assigns, provides a general release herein
16 which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of
17 action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and
18 demands of Davia, of any nature, character or kind, known or unknown, suspected or
19 unsuspected, arising out of the subject matter of the Notice as to Covered Products manufactured,
20 distributed or sold by New Pride and Hassan or Releasees before the Effective Date. Davia
21 acknowledges that she is familiar with section 1542 of the California civil code, which provides as
22 follows:

23
24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
28 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

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

8 This Section 5 release shall not release any obligations created by or set forth in this
9 Agreement. The Parties further understand and agree that this Section 5 release shall not extend
10 upstream to any entities, other than New Pride and Hassan, that manufactured any Covered
11 Product or any component parts thereof, or any distributors or suppliers who sold Covered
12 Products or any component parts thereof to New Pride and Hassan.

13 **5.2 DEFENDANTS RELEASE OF DAVIA**

14 New Pride and Hassan, on behalf of themselves and their agents, representatives, attorneys,
15 successors, and/or assignees, hereby waive any and all claims against Davia and her attorneys and
16 other representatives, for any and all actions taken or statements made (or those that could have
17 been taken or made) by Davia and her attorneys and other representatives arising out of the subject
18 matter of the Notice and the Covered Products, whether in the course of investigating claims in this
19 matter, otherwise seeking to enforce Proposition 65 against New Pride and Hassan and Releasees in
20 this matter, or negotiating this Agreement. New Pride and Hassan acknowledge that it is familiar
21 with Section 1542 of the California Civil Code, which provides as follows:

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

28 New Pride and Hassan expressly waive and relinquishes all rights and benefits which they
may have under, or which may be conferred on it by the provisions of Section 1542 of the California

1 Civil Code as well as under any other state or federal statute or common law principle of similar
2 effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the
3 released matters identified in this Section 5.2. In furtherance of such intention, the release hereby
4 given shall be and remain in effect as a full and complete release notwithstanding the discovery or
5 existence of any such additional or different claims or facts arising out of the released matters.
6

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

9 **6. COURT APPROVAL**

10 This Agreement is effective upon execution but must also be approved by the Court. If the
11 Court does not approve this Agreement in its entirety, the Parties shall meet and confer to
12 determine whether to modify the terms of the Agreement and to resubmit it for approval. In
13 meeting and conferring, the Parties agree to negotiate in good faith to reach agreement on any
14 actions reasonably necessary to amend and/or modify this Agreement in order to further the
15 mutual intention of the Parties in entering into this Agreement. The Agreement shall become null
16 and void if, for any reason, it is not approved and entered by the Court, as it is executed, within one
17 year after it has been fully executed by all Parties. The Parties agree that, upon Court approval, a
18 Court judgment shall be entered on the terms of this Agreement.

19 **7. SEVERABILITY**

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

23 **8. GOVERNING LAW**

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

25 **9. NOTICES**

26 When any Party is entitled to receive any notice under this Agreement, the notice shall be
27 sent by FedEx (or other tracked delivery service) or electronic mail to the following:
28

1 **For New Pride Corp. (dba Pride Products):**

2 Current President
3 New Pride Corp.
4 dba Pride Products
5 4333 Veterans Memorial Hwy.
6 Ronkonkoma, NY 11779-7631

7 **For New Pride Corp.'s Counsel:**

8 Jones Mayer
9 Bruce C. Gridley, Esq., SBN 057166
10 bcg@jones-mayer.com

11 **For Hassan & Sons, Inc.:**

12 Salaheddin Hassan, CEO
13 Hassan & Sons, Inc.
14 2860 N. Santiago Blvd.
15 Orange, CA 92867

16 **For Hassan & Sons, Inc.'s counsel:**

17 Tyson & Mendes, LLP
18 James E. Sell, Esq. (SBN 135935) jsell@tysonmendes.com
19 William K. Koska, Esq. (SBN 52540) wkoska@tysonmendes.com
20 Matthew G. Tang, Esq. (SBN 272586) mtang@tysonmendes.com

21 **For Davia:**

22 Proposition 65 Coordinator
23 Sheffer Law Firm
24 232 E. Blithedale Avenue, Suite 210
25 Mill Valley, CA 94941

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

28 **10. 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).

11. MODIFICATION

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

1 **12. ENTIRE AGREEMENT**

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

12 **13. ATTORNEY'S FEES**

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

18 **14. ENFORCEMENT**

19 Prior to bringing any motion, order to show cause, or other proceeding to enforce
20 Proposition 65 or any terms of this Agreement relating to the alleged sale in California of any
21 Covered Product without a warning and which is alleged to not be Phthalate Free, in actual or
22 alleged violation of this Agreement, Davia shall provide a Notice of Violation ("NOV") to New
23 Pride and Hassan. The NOV shall include, for each Covered Product alleged to be violation of this
24 Agreement: the date of alleged violations(s), place of sale, date and proof of purchase (if relevant),
25 and any test data obtained by Davia regarding each such Covered Product. Davia shall take no
26 further action regarding any alleged violation nor seek any monetary recovery for herself, her
27 agents or her counsel if, within 30 days of receiving such NOV, New Pride and Hassan
28 demonstrates (1) that the Covered Product was manufactured distributed, sold or offered for sale

1 by New Pride and Hassan before January 10, 2023; or (2) that the Covered Products are Phthalate
2 Free.

3 **15. NEUTRAL CONSTRUCTION**

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

14 **16. COUNTERPARTS, FACSIMILE SIGNATURES**

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///


27 ///

28 ///

1 17. AUTHORIZATION

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

6 IT IS SO AGREED


<p>7 Dated: November __, 2023</p> <p>8 _____</p> <p>9 Current President 10 New Pride Corp. (dba Pride Products)</p>	<p>11 Dated: November <u>28</u>, 2023</p> <p>12 </p> <p>13 _____</p> <p>14 Susan Davia</p>
<p>15 Dated: November __, 2023</p> <p>16 _____</p> <p>17 Salaheddin Hassan, CEO 18 Hassan & Sons, Inc.</p>	

19
20
21
22
23
24
25
26
27
28

1 **17. AUTHORIZATION**

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

6 **IT IS SO AGREED**

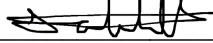
7 8 Dated: November <u>28</u> , 2023 9 10  11 Current President New Pride Corp. (dba Pride Products)	Dated: November __, 2023 12 13 14 15 16 Susan Davia
17 18 19 20 21 22 23 24 25 26 27 28 Dated: November __, 2023 _____ Salaheddin Hassan, CEO Hassan & Sons, Inc.	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 the respective Party and has read, understood, and agrees to all the terms and conditions of this Agreement on behalf of such Party.

IT IS SO AGREED

<p>Dated: November __, 2023</p> <hr/> <p>Current President New Pride Corp. (dba Pride Products)</p>	<p>Dated: November __, 2023</p> <hr/> <p>Susan Davia</p>
<p>Dated: November ^{11/27/2023} __, 2023</p> <p>DocuSigned by: </p> <hr/> <p>F4578AF9F6364B7 Salaheddin Hassan, CEO Hassan & Sons, Inc.</p>	