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Attorneys for Plaintiff
SUSAN DAVIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN
UNLIMITED CIVIL JURISDICTION

SUSAN DAVIA,

Plaintiff,

v.

ROYAL CREST HOME PRODUCTS CORP.,
BETTER HOME PLASTICS CORP., RITE AID
CORPORATION and DOES 1-150,

Defendants.

Case No. CV 0001931

**CONSENT TO JUDGMENT SETTLEMENT
AGREEMENT**

Action Filed: January 29, 2024
Trial Date: None Assigned

1. INTRODUCTION

1.1 The Parties

This consent to judgment settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between noticing party Susan Davia (“Davia”) and noticed parties ROYAL CREST HOME PRODUCTS CORP. and BETTER HOME PLASTICS CORP. (hereafter, collectively Defendants or “ROYAL CREST”), with Davia and ROYAL CREST HOME PRODUCTS CORP. and BETTER HOME PLASTICS CORP 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 Defendants

Each ROYAL CREST HOME PRODUCTS CORP. and BETTER HOME PLASTICS CORP. is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

1.4 General Allegations

Davia alleges that ROYAL CREST is responsible for the design, manufacture, distribution and/or sale, in the State of California, of vinyl shower curtain and vinyl shower curtain liner products that are alleged to expose users to diisononyl phthalate (“DINP”) without first providing “clear and reasonable warning” under Proposition 65. Pursuant to Proposition 65, DINP is listed as a carcinogen. DINP shall be referred to hereinafter as the “Listed Chemical.”

1.5 Notice of Violation

On October 25, 2023, Davia served ROYAL CREST and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DINP found in vinyl shower curtain and liner products sold in California (AG Notice 2023-03288). This October 25, 2023, Notice of Violation

1 shall hereafter be referred to as "Notice." ROYAL CREST represents that, as of the date it executes
2 this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition
3 65 enforcement action related to DINP in the vinyl shower curtain and liner products as identified
4 in the Notice.

5 **1.6 Complaint**

6 On January 29, 2024, Davia filed a Complaint in the Superior Court of the State of
7 California for the County of Marin, Case No. CV0001931, alleging violations by defendants of
8 Health and Safety Code § 25249.6 based on the alleged exposures to DINP in the subject covered
9 products (the "Action").

10 **1.7 No Admission**

11 This Agreement resolves claims that are denied and disputed by ROYAL CREST. The
12 Parties enter into this Agreement pursuant to a full and final settlement of any and all claims
13 between the Parties for the purpose of avoiding prolonged litigation. ROYAL CREST denies the
14 material factual and legal allegations contained in the Notice, claims that it did not knowingly or
15 intentionally expose California consumers to the Listed Chemical through the reasonably
16 foreseeable use of the Covered Products and otherwise contends that, all Covered Products it has
17 manufactured, distributed and/or sold in California have been and are in compliance with all
18 applicable laws and regulations, including Proposition 65. Nothing in this Agreement shall be
19 construed as an admission by ROYAL CREST of any fact, finding, issue of law, or violation of law,
20 nor shall compliance with this Agreement constitute or be construed as an admission by ROYAL
21 CREST of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
22 denied by ROYAL CREST. However, notwithstanding the foregoing, this section shall not
23 diminish or otherwise affect ROYAL CREST's obligations, responsibilities, and duties under this
24 Agreement.

25 **1.8 Consent to Jurisdiction**

26 For purposes of this Agreement only, the Parties stipulate that the Marin County Superior
Court has jurisdiction over ROYAL CREST 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 Royal Crest brand vinyl shower curtain and liner products with DINP, including, but not limited to, Royal Crest Super Clear Shower Curtain or Liner, 100% Vinyl, Extra Thick & Durable (70” x 72”) 7 48209 09604 and Royal Crest Super Clear Shower Curtain Liner, 100% Vinyl, Extra Thick & Durable (70” x 72”) 7 48209 01005 4).

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 di(2-ethylhexyl)phthalate (“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 direct customer of ROYAL CREST with a California ship to or billing address or any retail customer, including Rite Aid Corporation, who ROYAL CREST reasonably believes sells Covered Products into California.

2.4 “Effective Date” shall mean February 1, 2025.

3. INJUNCTIVE-TYPE RELIEF

3.1 Products No Longer in ROYAL CREST’s Control

No later than the Effective Date, ROYAL CREST shall send a letter, electronic or otherwise (“Notification Letter”) to the manager for any entity to which ROYAL CREST has distributed or sold Covered Products since November 1, 2021, and which entity ROYAL CREST reasonably believes continues to maintain 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 DINP, a chemical known to the State of California to cause cancer,” and request

1 that the recipient either pull all Covered Products from retail or ecommerce store displays and
2 return its entire inventory of Covered Products to ROYAL CREST or label the Covered Products
3 remaining in inventory for sale in or to California with a label that complies with Section 3.3. The
4 Notification Letter shall request a response from the recipient within 15 days, confirming that the
5 letter was received. ROYAL CREST shall maintain records of all correspondence or other
6 communications generated pursuant to this Section for two years after the Effective Date. ROYAL
7 CREST shall promptly produce copies of such records upon Davia's written request, which request
8 may only be made once in the two year period, and only in connection with a suspected breach of
any term of this Agreement.

9 **3.2 Product Reformulation Commitment**

10 **3.2.1** No later than the Effective Date, ROYAL CREST shall provide the Phthalate Free
11 concentration standards of Section 2.2 to its then-current vendors or manufacturers of any Covered
12 Product and request such entities not to incorporate any raw or component materials that do not
13 meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product or to
14 supply any Covered Product to ROYAL CREST that is not Phthalate Free. For a period of two
15 years after the Effective Date, ROYAL CREST shall maintain copies of all vendor correspondence
16 relating to the Phthalate Free concentration standards and shall produce such copies to Davia
17 within fifteen (15) days of receipt of written request from Davia, which request may be made no
18 more than one time per calendar year.

19 **3.2.2** After the Effective Date, ROYAL CREST shall provide the Phthalate Free
20 concentration standards of Section 2.2 to any new vendors or manufacturers of any Covered
21 Product and request such entities not to incorporate any raw or component materials that do not
22 meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. Prior to
23 purchase and acquisition of any Covered Product from any new vendor, ROYAL CREST shall
24 request a written confirmation and accompanying laboratory test result from the new vendor
25 regarding compliance with the Phthalate Free concentration standard in all materials comprising
26 the Covered Product. For every Covered Product ROYAL CREST manufactures, causes to be
manufactured, orders, causes to be ordered or otherwise obtains from a new vendor after the

Effective Date, ROYAL CREST 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. ROYAL CREST shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia, which request may be made no more than one time per calendar year.


3.2.3 As of October 1, 2024, ROYAL CREST shall not manufacture, cause to be manufactured, purchase or otherwise obtain any Covered Product unless such Covered Product meets the Phthalate Free concentration standards of this Agreement or is labelled with a warning that meets the requirements of Section 3.3.

3.3 Covered Product Warnings


3.3.1 For any inventory of Covered Product obtained by ROYAL CREST after October 1, 2024, that is not confirmed to be Phthalate Free and contains only phthalate DINP, ROYAL CREST 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 hereafter.

Each such warning utilized by ROYAL CREST 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:** This product can expose you to diisononyl phthalate (DINP), which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.


or

 **WARNING:** Cancer - www.P65Warnings.ca.gov


1 Where a label used to provide a warning under this section includes consumer information
2 in a language other than English, the warning in this section must also be provided in that
3 language in addition to English.

4 **3.3.2 Internet Ecommerce Covered Product Warnings**

5 A warning must be given in conjunction with the sale, or offer of sale, by ROYAL CREST of
6 any Covered Product not confirmed by ROYAL CREST to be Phthalate Free via any ecommerce
7 website owned, operated, managed or controlled by, or for the direct benefit of, ROYAL CREST. A
8 warning will satisfy this requirement if it appears either: (a) on the same web page on which a
9 Covered Product is displayed; (b) on the same web page as the order form for a Covered Product;
10 (c) on the same page as the price for any Covered Product; or (d) on one or more web pages
11 displayed to a purchaser during the checkout process. One of the following warning statements
12 shall be used and shall appear in any of the above instances adjacent to or immediately following
13 the display, description, or price of the Covered Product for which it is given, or through a
14 hyperlink using the word "WARNING", in the same type size or larger than the Covered Product
15 description text:

16  **WARNING:** This product can expose you to
17 diisononyl phthalate (DINP), which is known to the State
18 of California to cause cancer. For more information go to
19 www.P65Warnings.ca.gov.

20 Alternatively, the following "short form" warning may be used on the ecommerce website, but only
21 if the same warning language also appears on the product label or consumer packaging of the
22 Covered Product itself.

23  **WARNING:** Cancer - www.P65Warnings.ca.gov.

24 Where an ecommerce product description includes consumer information in a language
25 other than English, the warning in this section must also be provided in that language in addition to
26 English.

1
2 **3.3.3** For any inventory of Covered Product obtained by ROYAL CREST after October 1,
3 2024, that is not confirmed to be Phthalate Free and contains phthalates other than DINP, ROYAL
4 CREST shall not distribute, sell or ship, or cause to be distributed, sold or shipped, any such
5 Covered Product to a California Customer unless such Covered Product is shipped, or sold by
6 ROYAL CREST, with product package label including a clear and reasonable warning as dictated
7 by 27 CCR § 25601, et seq.

8 **4. MONETARY PAYMENTS**

9 **4.1 Civil Penalty**

10 As a condition of settlement of all the claims referred to in this agreement, ROYAL CREST
11 shall pay a total of \$2,600 in civil penalties in accordance with California Health & Safety Code §
12 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.

13 **4.2 Augmentation of Penalty Payments**

14 For purposes of the penalty assessment under this Agreement, Davia is relying entirely
15 upon ROYAL CREST for accurate, good faith reporting to Davia of the nature and amounts of
16 relevant sales activity. If within nine (9) months of the Effective Date, Davia discovers and presents
17 evidence to counsel for ROYAL CREST that the Covered Products have been distributed in
18 California in sales volumes materially different (more than 25%) than those identified by ROYAL
19 CREST prior to execution of this Agreement, and ROYAL CREST does not provide Davia with
20 competent and credible evidence to dispute this claim, then ROYAL CREST shall be liable for an
21 additional penalty amount of \$10,000.00. Davia agrees to provide counsel for ROYAL CREST with
22 a written demand for all such additional penalties and attorney fees under this Section. After
23 service of such demand, ROYAL CREST shall have thirty (30) days to either present evidence to
24 counter this claim or to agree to the amount of fees and penalties owing by ROYAL CREST and
25 submit such payment to Davia in accordance with the method of payment of penalties and fees
26 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

1 entitled to file a formal legal claim for the additional civil penalties pursuant to this Section and the
2 prevailing party to such action shall be entitled to all reasonable attorney fees and costs relating to
3 such claim.

4 **4.3 Reimbursement of Davia's Fees and Costs**

5 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without
6 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
7 issue to be resolved after the material terms of the agreement had been settled. The Parties then
8 attempted to (and did) reach an accord on the compensation due to Davia and her counsel under
9 general contract principles and the private attorney general doctrine codified at California Code of
10 Civil Procedure section 1021.5, for all work performed in this matter, except fees that may be
11 incurred on appeal. Under these legal principles, ROYAL CREST shall pay Davia's counsel the
amount of \$38,000 for fees and costs incurred investigating, litigating and enforcing this matter.

12 **4.4 Payment Procedures**

13 No later than fifteen (15) days after execution of this Judgment, ROYAL CREST shall deliver
14 all settlement payment funds required by this Judgment to its counsel. Within one (1) week of
15 receipt of the settlement funds, ROYAL CREST's counsel shall confirm receipt in writing to
16 plaintiff's counsel and, thereafter, hold ROYAL CREST's settlement payment checks or payment(s)
17 until such time as the Court approves this settlement as contemplated by Section 6. Within five (5)
18 business days of the date plaintiff provides electronic mail notice to counsel for Defendants that the
19 Court has approved this settlement, ROYAL CREST's counsel shall deliver the settlement payments
to plaintiff's counsel as follows:

20 a civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties,
21 2023-03288"), in the amount of \$1,950;

22 a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65
23 Penalties, 2023-03288") in the amount of \$650;

24 an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-
25 58910, Memo line "2023-03288") in the amount of \$38,000.

26 All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be

delivered to plaintiff's counsel at the following address:

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

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

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

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

While the obligations of this agreement are binding upon execution, the Release of ROYAL CREST shall not become effective until after all monetary payments have been made by ROYAL CREST and all funds have cleared.

4.5 Issuance of 1099 Forms

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, ROYAL CREST 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 ROYAL CREST

5.1.1 Plaintiff acting on her own behalf and in the public interest releases ROYAL CREST

1 and each of its directors, officers, employees, attorneys, agents, parents, and subsidiaries
2 (“Releasees”) and each of ROYAL CREST’s downstream retail customers of Covered Products,
3 including, but not limited to, Rite Aid Corporation (“Downstream Releasees”), from all claims for
4 violations of Proposition 65 up through the Effective Date based on exposure to DINP from the
5 Covered Products as set forth in the Notice of Violation. Compliance with the terms of this
6 Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to DINP
7 from Covered Products as set forth in the Notice of Violations.

8 **5.1.2** Davia also, in her individual capacity and on behalf of her past and current
9 representatives, agents, attorneys, successors and/or assigns, provides a general release herein
10 which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of
11 action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands
12 of Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, arising
13 out of the subject matter of the Notice as to Covered Products manufactured, distributed or sold by
14 ROYAL CREST before the Effective Date. Davia acknowledges that she is familiar with section
15 1542 of the California civil code, which provides as follows:

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

22 Davia, in her individual capacity and on behalf of her past and current representatives,
23 agents, attorneys, successors and/or assigns expressly waives and relinquishes any and all rights
24 and benefits that she may have under, or which may be conferred on her by the provisions of
25 Section 1542 of the California Civil Code as well as under any other state or federal statute or
26 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.

1 **5.1.3** This section 5.1 release shall not extend upstream to any entities, other than ROYAL
2 CREST, that manufactured the Covered Products or any component parts thereof, or any
3 distributors or suppliers who sold the covered products or any component parts thereof to ROYAL
4 CREST.

5 **5.2 ROYAL CREST's Release of Davia**

6 The Release by Davia is mutual. ROYAL CREST, each on behalf of itself, its past and
7 current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all
8 claims against Davia and her attorneys and other representatives, for any and all actions taken or
9 statements made (or those that could have been taken or made) by Davia and her attorneys and
10 other representatives, whether in the course of investigating claims, otherwise seeking to enforce
11 Proposition 65 against it in this matter, or with respect to the Covered Products. ROYAL CREST
12 acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as
follows:

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

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

24 **6. COURT APPROVAL**

25 This Judgment is effective upon execution but must also be approved by the Court. If the
26 Court does not approve this Judgment in its entirety, the Parties shall meet and confer to
determine whether to modify the terms of the Judgment and to resubmit it for approval. In

1 meeting and conferring, the Parties agree to negotiate in good faith to reach agreement on any
2 actions reasonably necessary to amend and/or modify this Judgment in order to further the
3 mutual intention of the Parties in entering into this Judgment. The Judgment shall become null
4 and void if, for any reason, it is not approved and entered by the Court, as it is executed, within
5 one year after it has been fully executed by all Parties. The Parties agree that, upon Court
6 approval, a Court judgment shall be entered on the terms of this Judgment and Davia shall file a
7 dismissal without prejudice of Rite Aid Corporation.

8 **7. SEVERABILITY**

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

13 **8. GOVERNING LAW**

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

15 **9. NOTICES**

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

18 For ROYAL CREST:

19 Royal Crest Home Products Corp.
20 Better Home Plastics Corp.
21 c/o Howard Haboush
22 439 Commercial Ave.
23 Palisades Park, NJ, 07650-1226

24 With a copy to its counsel:

25 Marc J. Gross, Esq.
26 Fox Rothschild, LLP
mgross@foxrothschild.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.

1 **14. NEUTRAL CONSTRUCTION**

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

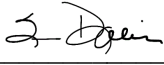
11 **15. COUNTERPARTS, FACSIMILE SIGNATURES**

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

15 **16. AUTHORIZATION**

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

18 **IT IS SO AGREED**

<p>19 Dated: December __, 2024</p> <p>20 _____</p> <p>21 Howard Haboush Royal Crest Home Products Corp. Better Home Plastics Corp.</p>	<p>12/24/2024</p> <p>Dated: December __, 2024</p> <p></p> <p>_____ Susan Davia</p>
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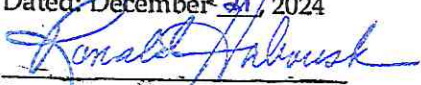
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<p>19 Dated: December <u>21</u>, 2024 20  21 Ronald Haboush 22 Royal Crest Home Products Corp. 23 Better Home Plastics Corp.</p>	<p>24 Dated: December __, 2024 25 _____ 26 Susan Davia</p>
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