

PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notices 2023-03287 & 2024-00661)

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 party International Inspirations, Ltd. (hereafter, “II Ltd.”), with Davia and II Ltd. 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 International Inspirations, Ltd

For purposes of this settlement agreement only, International Inspirations, Ltd. does not dispute that it is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

1.4 General Allegations

Davia alleges that II Ltd. is responsible for the design, manufacture, distribution and/or sale, in the State of California, of II Ltd. PVC belts made with vinyl components that can 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 Notices of Violation

On October 25, 2023, Davia served Hot Topic, Inc., Hot Topic Merchandising, Inc. 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 PVC belt Covered Products (hereafter defined) sold in California (AG Notice 2023-03287).

On February 16, 2024, Davia served Hot Topic, Inc., Hot Topic Merchandising, Inc., International Inspirations, Ltd. and various public enforcement agencies with a document entitled “Supplemental 60-Day Notice of Violation” that also 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 PVC belt Covered Products (hereafter defined) sold in California (AG Notice 2024-000661).

The October 25, 2023, Notice of Violation and February 16, 2024, Supplemental Notice of Violation shall hereafter collectively be referred to, collectively, as “Notice.” II Ltd. represents that, as of the date it executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DINP in the Covered Products, as identified in the Notice.

1.6 No Admission

This Agreement resolves claims that are denied and disputed by II Ltd. 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. II Ltd. 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 and otherwise contends that all Covered Products it has manufactured, distributed and/or sold in California have been and are in compliance with Proposition 65. Nothing in this Agreement shall be construed as an admission by II Ltd. 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 II Ltd. of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by II Ltd. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect II Ltd.’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 II Ltd. as to this Agreement, that venue for any action to enforce this Agreement is proper in County of Marin 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 II Ltd. distributed PVC belts with vinyl components containing diisononyl phthalate (“DINP”) including, but not limited to, Clear PVC 2 Row Grommet Belt 20034059.

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

2.3 “Effective Date” shall mean November 14, 2024.

3. INJUNCTIVE-TYPE RELIEF

The Parties agree and intend for compliance with the terms of this Settlement Agreement to constitute compliance with Proposition 65 with respect to exposures to DINP from the Products, as set forth in the Notice.

3.1 Products No Longer in II Ltd.’s Control

No later than the Effective Date, II Ltd., Inc. shall send a letter, electronic or otherwise (“Notification Letter”) to Hot Topic representative responsible for overseeing product sales from any California retail outlet or ecommerce distribution into California. 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 that the recipient ensure that any Covered Products remaining in inventory for sale in or to California are immediately labelled with a label that complies with Section 3.3 of this Agreement. The Notification Letter shall request a response from the recipient within 15 days, confirming that the letter was received. II Ltd. shall maintain records of all correspondence or other communications generated pursuant to this Section for two years after the Effective Date and shall promptly produce copies of such records upon Davia’s written request.

3.2 Product Reformulation and Warnings

For sales of the Covered Product from a California retail store or to a California address customer after the Effective date II Ltd. will either secure reformulation under 3.2.1 or utilize product warnings under 3.3 and 3.4.

3.2.1 No later than thirty (30) days after the Effective Date, II Ltd. shall provide the Phthalate Free concentration standards of Section 2.2 to its then-current vendors or manufacturers of any Covered Product and to its vendors of any vinyl material for any Covered Product, and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product or to supply any Covered Product to II Ltd. that is not Phthalate Free. II Ltd. shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for one year and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia.

3.2.2 After the Effective Date, II Ltd. shall provide the Phthalate Free concentration standards of Section 2.2 to any new vendors or manufacturers of any Covered Product, to its vendors of any vinyl material for any Covered Product and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. Prior to purchase and acquisition of any Covered Product or any vinyl component for any Covered Product from any new vendor, II Ltd. shall obtain written confirmation and accompanying laboratory test result from the new vendor


demonstrating compliance with the Phthalate Free concentration standard in all materials comprising the Covered Product. For every Covered Product II Ltd. manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a new vendor after the Effective Date, II Ltd. shall maintain copies of all testing of such products demonstrating compliance with this section for one (1) year from the Effective Date, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for one (1) year from the Effective Date and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia. For every Covered Product II Ltd. contends meets the Phthalate Free concentration standards and intends to offer for sale without a warning pursuant to Section 3.3 below, II Ltd. shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for one (1) year from the Effective Date and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia.

3.3 Covered Product Warnings

3.3.1 For any Covered Products sold by II Ltd. in or into California after the Effective Date that do not meet the Section 2.2 Phthalate Free concentration levels, each product shall include a Prop 65 Safe Harbor warning.

Each such warning utilized by II Ltd. 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 label or be comprised of an independent hang tag affixed to the Covered Product. Each warning shall include the yellow triangle with an internal exclamation point and state:

 **WARNING:** This product can expose you to chemicals, including diisononyl phthalate (DINP), which are 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

3.4 Internet Ecommerce Covered Product Warnings

A warning must be given in conjunction with the sale, or offer of sale, by II Ltd. of any Covered Product not confirmed by II Ltd. to be Phthalate Free via any ecommerce website owned, operated, managed or controlled by II Ltd. 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 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 following warning statements is to be provided for online sales as set forth above, or through a hyperlink using the word “WARNING”, in the same type size or larger than the Covered Product description text:

⚠ WARNING: This product can expose you to chemicals, including diisononyl phthalate (DINP), which are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

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

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

If Office of Environmental Health Hazard Assessment regulations require or permit specific safe harbor warning text and/or methods of transmission different than those set forth above, II Ltd. shall be entitled to use, at its discretion, such other specific safe harbor warning text and/or methods of transmission without being deemed in breach of this Settlement Agreement. In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text

and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, II Ltd. shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement.

If regulations, legislation, or judicial rulings are enacted or issued providing that a Proposition 65 warning for the product is no longer required, and II Ltd. Receives written confirmation from the Attorney General's office or from Davia's counsel that such regulations, legislation, or judicial rulings apply to Covered Products, a lack of warning will not thereafter be a breach of this Agreement.

Where the Covered Product includes consumer information in a language other than English, the warning in this section must also be provided in that language in addition to English.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this agreement, II Ltd. shall pay a total of \$2,000 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 II Ltd. 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 II Ltd. that the Covered Products have been distributed in California in sales volumes materially different (more than 25%) than those identified by II Ltd. prior to execution of this Agreement, and II Ltd. does not provide Davia with competent and credible evidence to dispute this claim, then II Ltd. shall be liable for an additional penalty amount of \$10,000.00. Davia agrees to provide counsel for II Ltd. with a written demand for all such

additional penalties and attorney fees under this Section. After service of such demand, II Ltd. 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 II Ltd. 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. 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. Under these legal principles, II Ltd. shall pay Davia's counsel the amount of \$24,650 for fees and costs incurred investigating, litigating and enforcing this matter.

4.4 Payment Procedures

II Ltd. shall satisfy their 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, 2023-03287 & 2024-00661"), in the amount of \$1,500 and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2023-03287 & 2024-00661") in the amount of \$500.

II Ltd. shall satisfy their 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 "2023-03287 & 2024-00661") in the amount of \$24,650.

All civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel

at the following address within 15 business days after execution of this Agreement:

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

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

Civil penalty checks payable to "OEHHA" (Memo line "Prop 65 Penalties, 2023-03287 & 2024-00661") and "Susan Davia" (Memo line "Prop 65 Penalties, 2023-03287 & 2024-00661") are to be issued 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).

II Ltd. 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 "2023-03287 & 2024-00661") 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

II Ltd. 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, II Ltd. 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 II Ltd.

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and II Ltd. 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 ("Releasers") against Hot Topic, Inc., Hot Topic Merchandising, Inc. and International Inspirations, Ltd., and each of their directors, officers, employees, attorneys, agents, parents, subsidiaries, affiliates and parents, franchisees, cooperative members and licensees ("Releasees") and each of International Inspirations, Ltd.'s downstream customers ("Downstream Releasees"), based on their failure to warn about alleged exposures to DINP contained in the Covered Products that were manufactured, distributed, sold or offered for sale by II Ltd. before the Effective Date, regardless of the date any Downstream Releasee distributes or sells the Covered Product including but not limited to all failure to warn claims, arising out of alleged or actual exposures to any chemicals listed under Proposition 65 in the Products supplied or distributed by II Ltd.). Compliance with the terms of this Agreement constitutes compliance with Proposition 65 by II Ltd. with regard to the alleged or actual failure

to warn about exposure to DINP from 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 II Ltd. 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 the DINP in the Covered Products manufactured, distributed, sold and/or offered for sale by II Ltd. before the Effective Date (collectively "claims"), against II Ltd. 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 II Ltd. 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 Hot Topic, Inc., Hot Topic Merchandising, Inc. and International Inspirations, Ltd., 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 II Ltd. Each of the Releasees is an intended beneficiary of the releases and agreements in its favor set forth in this agreement, and on that basis my enforce this Agreement to the extent he, she, or it is benefited by any release, covenant, or provision of this Agreement.

5.2 II Ltd.'s Release of Davia

The Release by Davia is mutual. International Inspirations, Ltd., 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. II Ltd. 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.

II Ltd. 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. PUBLIC BENEFIT.

It is the Parties' understanding that the commitments II Ltd. has agreed to herein, and actions to be taken by II Ltd. under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the Parties that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to II Ltd.'s or Releasee's failure to provide a warning concerning exposure to DINP prior to use of the Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Settlement Agreement, provided that II Ltd. is in material compliance with this Settlement Agreement.

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 International Inspirations, Ltd.:

Saul Shaya Reiter, President
International Inspirations, Ltd
358 5th Avenue, Fifth Floor
New York, NY 10001-2261

With a copy to their counsel:

Ryan Landis, Partner
Gordon & Rees Scully Mansukhani
5 Park Plaza, Ste. 1100
Irvine, CA 92614

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.

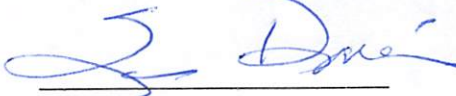
15. COUNTERPARTS, FACSIMILE SIGNATURES

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: November __, 2024</p> <p>_____ Saul Shaya Reiter, President International Inspirations, Ltd</p>	<p>Dated: November ^{DECEMBER} 5, 2024</p> <p> _____ Susan Davia</p>
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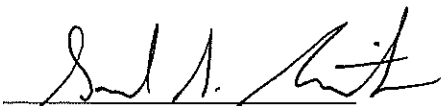
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16. AUTHORIZATION

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: December <u>10</u>, 2024</p> <p></p> <p>Saul Shaya Reiter, President International Inspirations, Ltd</p>	<p>Dated: December __, 2024</p> <p>_____ Susan Davia</p>
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