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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN
10 UNLIMITED CIVIL JURISDICTION
11

12 SUSAN DAVIA,

13 Plaintiff,

14 v.
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LEFT COAST TEXTILES, INC. D/B/A RAPPI
16 PALM SPRINGS, MARIOTT
INTERNATIONAL INC., HYATT HOTELS
17 CORPORATION, HILTON WORLDWIDE
HOLDINGS, INC. and DOES 1-150,
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19 Defendants.
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Case No. CV0001933

**CONSENT TO JUDGMENT SETTLEMENT
AGREEMENT**

Action Filed: January 29, 2024
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” or Plaintiff) and defendant Left Coast
5 Textiles, Inc., dba Rappi Palm Springs (together “Rappi”), with Davia and Rappi each referred to as
6 a “Party” and collectively referred to as the “Parties.” For the avoidance of any doubt whatsoever,
7 the term “Rappi” shall cover both Left Coast Textiles, Inc. and its dba Rappi Palm Springs.

8 **1.2 Davia**

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

12 **1.3 Rappi**

13 Rappi Palm Springs is a dba of Left Coast Textiles, Inc. Rappi has alleged in this litigation
14 that it is exempt from Proposition 65 on the grounds that it has less than ten (10) employees. For
15 purposes of this Agreement only, Rappi does not contest that it is a person in the course of doing
16 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
17 Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

18 **1.4 General Allegations**

19 Davia alleges that Rappi and various other persons and/or entities participated in the
20 manufacture, distribution and/or sale, in the State of California, of Rappi-branded combination t-
21 shirt and vinyl purse products, and that the PVC vinyl purse was made with components that
22 expose users to di(2ethyl-hexyl)phthalate (“DEHP”) without first providing any “clear and
23 reasonable warning” under Proposition 65. Pursuant to Proposition 65, DEHP is listed as a
24 developmental toxin and carcinogen. DEHP shall be referred to hereinafter as the “Listed
25 Chemical.”
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1 **1.5 Notice of Violation**

2 On October 25, 2023, Davia served Rappi and various public enforcement agencies with a
3 document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed
4 entities with notice of alleged violations of Health & Safety Code § 25249.6 for purportedly failing
5 to warn consumers of the presence of DEHP found in Rappi vinyl purse products, including, but
6 not limited to Rappi Adult T/Purse/Postcard Tramway S/S Crew 200101XL (collectively referred
7 to hereafter as the “Covered Products”), sold in California (AG Notice 2023-03285) (hereafter
8 “Notice 1”).

9 On June 4, 2024, Davia served Left Coast Textiles, Inc. and various public enforcement
10 agencies with a document entitled “Supplemental 60-Day Notice of Violation” that provided public
11 enforcers and the noticed entities with notice of alleged violations of Health & Safety Code §
12 25249.6 for purportedly failing to warn consumers of the presence of DEHP found in Covered
13 Products sold in California (AG Notice 2024-02226) (hereafter “Notice 2”).

14 On September 20, 2024, Davia served Left Coast Textiles, Inc., dba Rappi Palm Springs, and
15 various public enforcement agencies with a document entitled “Supplemental 60-Day Notice of
16 Violation” that provided public enforcers and the noticed entities with notice of alleged violations
17 of Health & Safety Code § 25249.6 for purportedly failing to warn consumers of the presence of
18 DEHP found in Covered Products sold in California (AG Notice 2024-03890) (hereafter “Notice 3”).

19 Rappi received Notice 1, Notice 2 and Notice 3, although throughout the litigation Rappi
20 has disputed the validity of the notices on various grounds. Notice 1, Notice 2, and Notice 3 shall
21 hereinafter be collectively referred to as “Notices”.

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

25 **1.6 Complaint and Appeal**

26 On January 29, 2024, Davia filed a Complaint in the Superior Court of the State of
27 California for the County of Marin, Case No. CV0001933, alleging violations by Rappi of Health
28 and Safety Code § 25249.6 based on the alleged exposures to DEHP from the Covered Products (the

1 “Action”). On or about July 10, 2024, Rappi filed a Demurrer to Davia’s Complaint, alleging several
2 deficiencies with the Complaint and underlying Notices. On or about September 9, 2024, the Court
3 issued an Order sustaining Rappi’s Demurrer on two of the asserted grounds for relief. On or
4 about September 23, 2024, the Court entered a Judgment Dismissing Rappi based upon its
5 Demurrer Order. On or about November 6, 2024, Davia filed a Notice of Appeal in the Superior
6 Court regarding the Order Sustaining Demurrer and Judgment of Dismissal of Rappi, subsequently
7 assigned Appeal No. A171893 (the “Appeal”). On or about December 2, 2024, Davia also filed an
8 Amendment to the Complaint substituting in Left Coast Textiles, Inc. dba Rappi Palm Springs in
9 the place and stead of each DOE 1, DOE 51 and DOE 101, which Davia asserts is based exclusively
10 upon Notice 3. On or about January 2, 2025, Davia served her Complaint on Left Coast Textiles,
11 Inc. as Doe 1, DOE 51 and DOE 101.

12 **1.7 No Admission**

13 This Agreement resolves claims that are denied and disputed by Rappi. The Parties enter
14 into this Agreement pursuant to a full, final and binding settlement of any and all claims arising out
15 of or related to the Notices, the Action, and the Appeal, for the purpose of avoiding prolonged
16 litigation. Rappi each denies the material factual and legal allegations contained in the Notices, the
17 Action, and the Appeal, and maintains that it is not subject to Prop 65’s warning requirements and
18 that it did not knowingly or intentionally expose California consumers to any Listed Chemical
19 through the reasonably foreseeable use of the Covered Products and further contends that all
20 Covered Products they have manufactured, distributed and/or sold in or to California have been
21 and are in compliance with all applicable laws. Nothing in this Agreement shall be construed as an
22 admission by Rappi of any fact, finding, issue of law, or violation of law, nor shall compliance with
23 this Agreement constitute or be construed as an admission by Rappi of any fact, finding,
24 conclusion, issue of law, or violation of law, all of which are specifically denied by Rappi.
25 However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Rappi’s
26 obligations, responsibilities, and duties under this Agreement.

1 **1.8 Consent to Jurisdiction**

2 For purposes of this Agreement only, the Parties stipulate that the Marin County Superior
3 Court has jurisdiction over Rappi as to the allegations in the Notices received from Davia, and this
4 Agreement, that venue is proper in County of Marin, and that the Marin County Superior Court
5 has jurisdiction over the Parties in any action to enforce the provisions of this Agreement.

6 **2. DEFINITIONS**

7 **2.1 “DEHP Free”** Covered Products shall mean any accessible component of any
8 Covered Product contains less than or equal to 0.1% by weight (1,000 parts per million (“ppm”)) of
9 DEHP as determined by a minimum of duplicate quality controlled test results using
10 Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C or equivalent
11 methodologies utilized by federal or state agencies to determine the presence and measure the
12 quantity of phthalates in solid substances.

13 **2.2 “Effective Date”** shall mean two days after a Notice of Entry of Judgment by the
14 Superior Court of Marin County is served upon Rappi, where the Judgment has been entered in
15 conformity with this Agreement.

16 **3. INJUNCTIVE-TYPE RELIEF**

17 **3.1 Product Reformulation Request**

18 **3.1.1** Within two weeks (14 days) of the Effective Date of this Agreement, Rappi shall
19 provide the DEHP Free concentration standards of Section 2.1 to any then-current vendor to Rappi
20 of any Covered Product and Rappi shall request such entity provide, if reasonably available,
21 Covered Products to Rappi that meet the DEHP Free concentration standards of Section 2.1. Rappi
22 shall not be in violation of this Agreement if it is sold Covered Products that are not DEHP Free or
23 if Rappi itself sells such Covered Products that are not DEHP Free, provided that Rappi complies
24 with the warning requirements of Section 3.3.1.

25 **3.1.2** For two (2) years after the Effective Date, Rappi shall provide the DEHP Free
26 concentration standards of Section 2.1 to any new vendor to Rappi of any Covered Product and
27 request such entity provide, if reasonably available, Covered Products to Rappi that meet the DEHP
28 Free concentration standards of Section 2.1. “New Vendor” means any vendor of Covered Products

1 from whom Rappi was not obtaining Covered Products as of the Effective Date. Rappi shall not be
2 in violation of this Agreement if it is sold Covered Products that are not DEHP Free or if Rappi
3 itself sells such Covered Products that are not DEHP Free, provided that Rappi complies with the
4 warning requirements of Section 3.3.1.

5 **3.2 Previously Distributed Covered Products.**


6 The Parties agree and acknowledge that Rappi alleges that it notified its wholesale
7 customers of both its and their Proposition 65 obligations regarding the Covered Products as of
8 November 2023 following Rappi's receipt of Notice 1, and further agree and acknowledge that
9 pursuant to this Agreement Rappi owes no further notification or warning obligations for any
10 Covered Products sold before the Effective Date.

11 **3.3 Existing or Future Inventory Product Labels**


12 For any Covered Products obtained by Rappi or in Rappi's inventory, Rappi shall not sell or
13 ship any of such Covered Product to a customer in California, with a ship to address in California
14 or to any retail customer who has a retail shop located in California or ecommerce website that sells
15 into California unless Rappi either has confirmation that the Covered Product meets the DEHP Free
16 requirements of Section 2.1 or Rappi has complied with all warning requirements set forth in
17 Section 3.3.1 or 3.3.2 and 3.3.3.

18 **3.3.1 Covered Product Label.**

19 For all Covered Products that are not DEHP Free, Rappi shall only sell such Covered
20 Product if it includes a label on the Covered Product or its immediate packaging that states:

21  **WARNING:** This product can expose you
22 to di(2-ethylhexyl)phthalate (DEHP), which is
23 known to the State of California to cause cancer
24 and birth defects or other reproductive harm.
For more information go to
www.P65Warnings.ca.gov;


25 or

26  **WARNING:** Cancer and Reproductive
27 Harm - www.P65Warnings.ca.gov
28


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

4 **3.3.2 Internet Website Warning.**

5 The Parties agree and acknowledge that Rappi has never sold any Covered Products online,
6 as Rappi does not presently package its tee-shirts within a PVC vinyl purse for internet retail sales.
7 If, in the future, Rappi sells the Covered Product in e-commerce or by means of a website owned,
8 operated, or controlled by Rappi in conjunction with the advertisement, marketing, sale or offer of
9 sale of any Covered Product that is not confirmed to be DEHP Free, Rappi agrees to provide a
10 warning located either: (a) on the same web page on which a Covered Product is displayed; (b) on
11 the same web page as the order form for a Covered Product; (c) on the same page as the price for
12 any Covered Product; or (d) on one or more web pages displayed to a purchaser during the
13 checkout process. One of the following warning statements shall be used and shall appear in any of
14 the above instances adjacent to or immediately following the display, description, or price of the
15 Covered Product for which it is given in the same type size or larger than the Covered Product
16 description text:


17  **WARNING:** This product can expose you
18 to di(2-ethylhexyl)phthalate (DEHP), which is
19 known to the State of California to cause
20 cancer and birth defects or other reproductive
harm. For more information go to
www.P65Warnings.ca.gov;

21 or


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

24 **3.3.3** If the Covered Products' packaging contains consumer information in a foreign
25 language, a warning statement in that language is required.

26 As of January 1, 2028, to the extent Rappi chooses to employ a short form warning on
27 Covered Product, then such short form warning shall read as follows:
28

1  **WARNING:** Risk of cancer and reproductive harm
2 from exposure to di(2-ethylhexyl)phthalate (DEHP).
3 See www.p65warnings.ca.gov/

4 or

5  **WARNING:** Can expose you to di(2-ethylhexyl)
6 phthalate (DEHP) a carcinogen and reproductive
7 toxicant. See www.p65warnings.ca.gov/

8 **3.3.4 Notice to Then-Current Vendor of California Prop 65 Obligations.**

9 In addition to the reformulation request to the then-current vendor to Rappi of any
10 Covered Product that is set forth in Section 3.1.1 of this Agreement, Rappi hereby promises
11 within fourteen (14) days of the Effective Date to transmit the following notice to the same then-
12 current vendor to Rappi by means of regular mail, e-mail or some other written form:

13 NOTICE PURSUANT TO PROP 65 SETTLEMENT:
14 Left Coast Textiles, Inc. d/b/a Rappi Palm Springs
15 hereby requests written confirmation in reply to this
16 Notice that your company will use its best efforts to
17 comply with California Prop 65 by labeling any PVC
18 vinyl purses containing di(2ethyl-hexyl)phthalate
19 ("DEHP") sold to California customers or to any
20 retail customer who has a retail shop located in
21 California or ecommerce website that sells into
22 California with a Prop 65 compliant warning. Please
23 see www.P65Warnings.ca.gov for additional details
24 and/or consult an attorney for how to ensure that
25 you are compliant with this statute.

26 Should Rappi not receive a written response to the above notice within fourteen (14) days of
27 transmittal confirming such then-current vendor will use its best efforts to comply with Prop 65 as
28 set forth in the notice language above, or if such then-current vendor refuses to provide written
confirmation that it will use its best efforts to comply with Prop 65 as set forth in the notice
language above, then Rappi agrees that it will place no further orders for the Covered Products
with the then-current vendor.

1 **4. MONETARY PAYMENTS**

2 **4.1 Civil Penalty**

3 As a condition of settlement of all the claims referred to in this Settlement
4 Agreement, Rappi shall cause to be paid a total of \$1,200 in civil penalties in accordance with
5 California Health & Safety Code § 25249.12(c)(1) & (d).

6 **4.2 Reimbursement of Davia's Fees and Costs**

7 The Parties acknowledge that Davia and her counsel declined to consider any
8 reimbursement of plaintiff's fees or costs until all other terms of the settlement were reached. The
9 Parties then reached an accord on the reimbursement due to Davia and compensation of her
10 counsel under general contract principles and consistent with the private attorney general doctrine
11 codified at California Code of Civil Procedure section 1021.5. Under these principles, Rappi shall
12 reimburse plaintiff the amount of \$30,800 for fees and costs incurred investigating and negotiating a
13 resolution of this matter.

14 **4.3 Payment Procedures**

15 Within ten (10) business days of the Effective Date, Rappi or its counsel shall deliver the
16 settlement payments to plaintiff's counsel as follows:

17 a civil penalty check payable to "OEHHA" (Memo line "Prop 65 Penalties, 2023-03285, 2024-
18 3890 and 2024-02226"), in the amount of \$900;

19 a civil penalty check payable to "Susan Davia" (Memo line "Prop 65 Penalties, 2023-03285,
20 2024-3890 and 2024-02226") in the amount of \$300; and

21 an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (Memo line
22 "2023-03285, 2024-3890 and 2024-02226") in the amount of \$30,800.

23 All Section 4.1 and Section 4.2 civil penalty and attorney fee/cost payments shall be
24 delivered to plaintiff's counsel at the following address:

25 Sheffer Law Firm
26 Attn: Proposition 65 Controller
27 232 E. Blithedale Avenue, Suite 210
28 Mill Valley, CA 94941

Rappi shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts

1 due and owing from it under this Section that are not received by Sheffer Law Firm within two
2 business days of the due date for such payment.

3 **4.4 Issuance of 1099 Forms**

4 After all settlement funds have been transmitted to Davia's counsel at the address set forth
5 in Section 4.3, Rappi shall timely prepare and deliver all appropriate 1099 tax forms.

6 **5. RELEASES**

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

8 5.1.1 This Agreement is a full, final, and binding resolution between Plaintiff acting on
9 her own behalf and in the public interest, and Rappi along with Rappi's directors, officers,
10 managers, members, shareholders, employees, attorneys, representatives, agents, parents and
11 subsidiaries, and their predecessors, successors and assigns, (collectively, the "Releasees") and
12 each of Rappi's direct or indirect suppliers, manufacturers, vendors, distributors, wholesalers,
13 retail customers, wholesale customers, licensors, licensees, or sellers of Covered Products and
14 their successors and assigns, including but not limited to Marriott International, Inc., Hyatt Hotels
15 Corporation, and Hilton Worldwide Holdings, Inc. (collectively, the "Additional Releasees"), of
16 all claims for violations of Proposition 65 up through the Effective Date based on exposure to
17 DEHP from the Covered Products. To the extent that the Additional Releasees are not signatories
18 and/or direct parties to this Agreement, Rappi and Plaintiff acknowledge that it is their mutual
19 intention that the Additional Releasees are third party beneficiaries of this Agreement. It is the
20 Parties' intention that this Agreement shall have preclusive effect such that no other actions by
21 private enforcers, whether purporting to act in his, her, or its interests or in the public interest
22 shall be permitted to pursue and take any action with respect to any violation of Proposition 65
23 based on exposure to the Covered Products that was alleged in the Complaint, the Notices, or the
24 Appeal, or that could have been brought pursuant to these. Accordingly, Plaintiff acting on her
25 own behalf and in the public interest hereby releases and discharges both the Releasees and the
26 Additional Releasees from any and all claims, causes of action, suits, demands, liabilities,
27 damages, penalties, fees, costs, and expenses, asserted or that could have been asserted for any
28

1 violation of Proposition 65 or its implementing regulations from the handling, use, or
2 consumption of the Covered Products, for the time period running before and up to the Effective
3 Date, such release and discharge including but not limited to any and all claims and causes of
4 action that were asserted or could have been asserted through the Notices, the Action, and/or the
5 Appeal. Compliance with the terms of this Agreement constitutes compliance with Proposition 65
6 with respect to exposures to DEHP from Covered Products as set forth in the Notices.

7 5.1.2 Davia also, in her individual capacity and on behalf of her past and current
8 representatives, agents, attorneys, successors and/or assigns, and not in her representative
9 capacity, provides a general release herein which shall be effective as a full and final accord and
10 satisfaction, as a bar to all actions, suits, causes of action, obligations, costs, expenses, attorneys'
11 fees, damages, losses, claims, liabilities and demands of Davia, of any nature, character or kind,
12 known or unknown, suspected or unsuspected, arising out of or related to alleged or actual
13 violations of Proposition 65 as to Covered Products manufactured, distributed or sold by the
14 Releasees and the Additional Releasees. Such general release shall have a preclusive effect such
15 that Davia shall not be permitted to pursue and any actions, suits, causes of action, obligations,
16 costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature,
17 character or kind, known or unknown, suspected or unsuspected, arising out of or related to
18 alleged or actual violations of Proposition 65 as to Covered Products manufactured, distributed or
19 sold by the Releasees and the Additional Releasees.

20 5.1.3 Further, Davia acknowledges that she is familiar with section 1542 of the California
21 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 RELEASED PARTY.

28 With respect to the foregoing waivers and releases contained in Section 5.1.2 of this
Agreement, Davia, in her individual capacity expressly waives and relinquishes all rights and

benefits that she has or in the future 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, 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 release shall not release any obligations created by or set forth in this Agreement.

5.1.5 It is the Parties' intention that any judgment entered pursuant to this Agreement shall act as a full and final bar to any and all claims pursuant to Proposition 65 from the handling, use, or consumption of the Covered Products for the time period running before and up to the Effective Date, in accordance with the doctrines of *res judicata* and collateral estoppel and any other applicable doctrine, statute, or law.

5.2 DEFENDANT'S RELEASE OF DAVIA

Rappi, on behalf of itself and its directors, officers, managers, members, shareholders, employees, attorneys, representatives, agents, parents and subsidiaries, and their predecessors, successors and assigns, 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 arising out of the subject matter of the Notices and the Covered Products, whether in the course of investigating claims in this matter, otherwise seeking to enforce Proposition 65 against the Releasees and the Additional Releasees in this matter, or negotiating this Agreement. Rappi 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

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASE PARTY.

3 Rappi expressly waive and relinquishes all rights and benefits which it may have or the
4 future may have, under or which may be conferred on it by the provisions of Section 1542 of the
5 California Civil Code as well as under any other state or federal statute or common law principle of
6 similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to
7 the released matters identified in this Section 5.2. In furtherance of such intention, the release
8 hereby given shall be and remain in effect as a full and complete release notwithstanding the
9 discovery or existence of any such additional or different claims or facts arising out of the released
10 matters.
11

12 5.2.1 This Section 5 release shall not release any obligations created by or set forth in this
13 Agreement.

14 **6. COURT APPROVAL**

15 Upon execution of this Agreement by the Parties, Plaintiff shall file a noticed Motion for
16 Approval and Entry of this Consent to Judgment Settlement Agreement with the above-entitled
17 Court. The Parties agree that, upon Court approval, a Court judgment shall be entered on the terms
18 of this Agreement. It is the intention of the Parties that the Court approve this Agreement, and in
19 furtherance of obtaining such approval, the Parties and their respective counsel agree to mutually
20 employ their best efforts to support the entry of this Agreement in a timely manner, including filing
21 any papers in support of the required motion for judicial approval. This Agreement is not effective
22 until it is approved and entered by the Court, and upon entry of this Agreement as a consent
23 judgment the Parties waive their respective rights to a hearing or trial on the allegations of the
24 Action, Notices, and Appeal. If the Court does not approve this Agreement in its entirety, the
25 Parties shall meet and confer to determine whether to modify the terms of the Agreement and to
26 resubmit it for approval. If the Parties are unable to jointly agree on a course of action to take
27 within thirty (30) days from rejection of this Agreement by the Court, then the case shall proceed on
28 its normal course.

1 **7. SEVERABILITY**

2 If, subsequent to the execution of this Agreement as a judgment, any of the provisions of
3 this Agreement are found by a court to be unenforceable, the validity of other provisions of this
4 Agreement, shall not be affected and shall remain in full force and effect.

5 **8. GOVERNING LAW**

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

7 **9. NOTICES**

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

10 **For Left Coast Textiles, Inc., dba Rappi Palm Springs:**

11 William Kallish
12 51686 Via Roblada
13 La Quinta, CA, 92253-9081
14 bill@lctex.com

15 **For Davia:**

16 Proposition 65 Coordinator
17 Sheffer Law Firm
18 232 E. Blithedale Avenue, Suite 210
19 Mill Valley, CA 94941
20 gregs@sheffer-law.net

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

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

24 Davia agrees to comply with the reporting form requirements of California Health & Safety
25 Code §25249.7(f).

26 **11. MODIFICATION**

27 This Agreement may be modified only by written and signed agreement of the Parties
28 accompanied by the approval of the Court, or upon the issuance of a court order in response to a
motion brought to the Court by either Party.

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. No
6 other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to
7 bind any of the Parties. No supplementation, modification, waiver, or termination of this
8 Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any
9 of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other
10 provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

11 **13. ATTORNEY'S FEES**

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

17 **14. ENFORCEMENT**

18 Prior to bringing any motion, order to show cause, or other proceeding to enforce any terms
19 of this Agreement, Davia shall provide a Notice of Violation ("NOV") to Rappi. The NOV shall
20 include, for each Covered Product alleged to be violation of this Agreement: the date of alleged
21 violations(s), place of sale, the name of the seller, the date of sale and proof of purchase, and any
22 test data obtained by Davia regarding each such Covered Product. Davia shall take no further
23 action regarding any alleged violation nor seek any monetary recovery for herself, her agents or her
24 counsel if, within 60 days of receiving such NOV, Rappi demonstrates that it has complied with the
25 terms of this Agreement or alternatively has corrected any breach of this Agreement.

26 **15. NEUTRAL CONSTRUCTION**

27 All Parties and their counsel have participated in the preparation of this Agreement and this
28 Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision

1 and modification by the Parties and has been accepted and approved as to its final form by each of
2 the Parties. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be
3 interpreted against any Party as a result of the manner of the preparation of this Agreement. Each
4 Party to this Agreement agrees that any statute or rule of construction providing that ambiguities
5 are to be resolved against the drafting Party should not be employed in the interpretation of this
6 Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654. The
7 Parties further agree that the section headings are for convenience only and shall not affect
8 interpretation of this Agreement.

9 **16. COUNTERPARTS, FACSIMILE SIGNATURES**

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

16 **17. GOVERNING LAW**

17 The terms of this Agreement shall be governed by the laws of the State of California and apply
18 within the State of California. In the event that Proposition 65 is repealed or is otherwise
19 rendered inapplicable by reason of law generally, or as to the Covered Products, then Rappi and
20 the Releasees shall have no further obligations pursuant to this Agreement with respect to, and
21 to the extent that, the Covered Products are so affected.

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1 **18. 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**

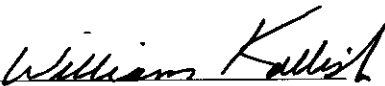
<p>7 Dated: February __, 2025</p> <p>8</p> <p>9</p> <p>10 _____</p> <p>11 William Kallish, Left Coast Textiles, Inc., dba Rappi Palm Springs</p> <p>12 <i>S. Davia</i></p>	<p>Dated: February 27/18/2025 2025</p> <p>13</p> <p>14 <i>S. Davia</i></p> <p>15 Susan Davia</p>
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1 **18. 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: February 17, 2025

9 

10 William Kallish,
11 Left Coast Textiles, Inc.,
dba Rappi Palm Springs

Dated: February __, 2025

Susan Davia