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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. MAJIC PRODUCTS, INC., GUZMAN ENTERPRISES, INC., CONCEPT COMMUNICATIONS COMPANY, R.R. LALENA CORPORATION and DOES 1-150, Defendants.	Case No. CV0007463 **CONSENT TO JUDGMENT SETTLEMENT AGREEMENT** Action Filed: September 9, 2025 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 plaintiff Susan Davia ("Davia") and defendants Majic Products, Inc. ("Majic"), R.R. Lalena Corporation ("Lalena"), Concept Communications Company ("CCC") and Guzman Enterprises, Inc. dba J&L Food Mart and Jack's Shell ("Guzman"), with Davia, Majic, Lalena, CCC and Guzman each referred to as a "Party" and collectively referred to as the "Parties." Majic, Lalena, CCC and Guzman shall hereafter collectively be referred to as "Defendants."

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 Majic, Lalena, CCC and Guzman

For purposes of this settlement only, each Majic, Lalena, CCC and Guzman 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 each Defendant is responsible for the design, manufacture, distribution and/or sale, in the State of California, of certain Majic Booster Cable products that are alleged to expose users to di(2-ethylhexyl)phthalate ("DEHP") without first providing any "clear and reasonable warning" under Proposition 65. Pursuant to Proposition 65, DEHP is listed as a carcinogen and a reproductive toxicant. DEHP shall be referred to hereinafter as the "Listed Chemical."

1.5 Notice of Violation

On January 17, 2025, Davia served Majic, Guzman 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 DEHP found in Majic Booster Cable products sold in California (AG Notice 2025-00164). On April 17, 2025, Davia served CCC 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 DEHP found in Majic Booster Cable products sold in California (AG Notice 2025-01238). On May 1, 2025, Davia served Lalena 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 DEHP found in Majic Booster Cable products sold in California (AG Notice 2025-01377). The January 17, 2025, April 17, 2025, and May 1, 2025, Notices hereafter collectively be referred to as "Notice." Each Party 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 DEHP in the Majic Booster Cable products as identified in the Notice.

1.6 Complaint

On September 9, 2025, Davia filed a complaint (the "Complaint") in the Superior Court of the State of California for the County of Marin, Case No. CV0007463 ("the Action"), alleging that defendants violated Health & Safety Code § 25249.6 based on the alleged exposure to DEHP from the Covered Products.

1.7 No Admission

This Agreement resolves claims that are denied and disputed by Defendants. 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. Defendants denies the material factual and legal allegations contained in the Notice, claims 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 all applicable laws and regulations, including Proposition 65. Nothing in this Agreement shall be construed as an admission by Defendants 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 Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendants. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Defendants' obligations, responsibilities, and duties under this Agreement.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Defendants 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 Majic Booster Cable products including, but not limited to, Majic Boost Booster Cables, 6 Gauge, 400 AMP, 12 ft. booster cables with bonus pair of gloves in vinyl case.

2.2 "Reformulated" 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"), diisononyl phthalate ("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 ecommerce customer of Defendants with a California ship to address or any retail seller customer of Defendants with a retail store in California or an ecommerce website that sells to individuals with a California ship to address.

2.4 "Effective Date" shall mean June 15, 2026.

3. INJUNCTIVE RELIEF

3.1 Products No Longer in Defendant's Control

No later than the Effective Date, each Defendant shall send a letter, electronic or otherwise ("Notification Letter") to any entity to which Defendant has distributed or sold Covered Products since January 1, 2025, and which entity Defendant reasonably believes (1) may sell or distribute any Covered Product to a California Customer and (2) 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 DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm," and request that the recipient label the Covered Products remaining in inventory for sale in or to California with a label that complies with Section 3.3. The Notification Letter shall request a response from the recipient within 15 days, confirming that the letter was received. Defendants 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 or distribution of the Covered Product to California Customers after the Effective Date, Defendants will either comply with reformulation under Section 3.2.1 or product warnings under Section 3.3.

3.2.1 No later than the Effective Date, Defendants shall provide the Phthalate Free concentration standards of Section 2.2 to its then-current vendors of any Covered Product, and request 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 Defendants that is not Phthalate Free. Defendants shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two years 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, Defendants shall provide the Phthalate Free concentration standards of Section 2.2 to any new vendors or manufacturers of 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, Defendants shall obtain a 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 Defendants manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a new vendor after the Effective Date, Defendants shall maintain copies of all testing of such products demonstrating compliance with this section for two (2) years from the Effective Date, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years 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 Defendants contends meets the Phthalate Free concentration standards and intends to offer for sale without a warning pursuant to Section 3.3 below, Defendants shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years 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 Product sold by Defendants after the Effective Date to a California Customer that is not expressly confirmed to meet the Section 2.2 Reformulated phthalate concentration levels, such product shall only be sold with a Proposition 65 clear and reasonable warning as set forth hereafter.

3.3.2 Retail Store Covered Product Warnings

For any Covered Product sold by Defendants from a physical retail store owned, operated or controlled by Defendants that is located in California or to a customer with any physical retail stores located in California, such Covered Product shall include a warning 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 or sticker affixed to the Covered Product. Each warning shall include the yellow triangle with an internal exclamation point and state:

> ⚠ **WARNING:** The vinyl materials of this product can expose you to chemicals, including di(2-ethylhexyl)phthalate (DEHP), that are known to the State of

California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

or

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

or

⚠**WARNING:** Can expose you to di(2-ehtylhexyl) phthalate (DEHP) a carcinogen and reproductive toxicant. See www.p65warnings.ca.gov.

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

If the Covered Product does not contain DEHP but contains one or more of the other phthalates listed in Section 2.2 above the noted thresholds therein, the above warning shall be adjusted to refer to the specific phthalate and related end point(s), in accord with 27 Cal. Code Regs. § 25603.

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

3.3.3 Internet Ecommerce Covered Product Warnings

A warning must be given in conjunction with the sale, or offer of sale, by Defendants of any Covered Product not confirmed by Defendants to be Phthalate Free via any ecommerce website owned, operated, managed or controlled by, or for the benefit of, Defendants. Defendants shall provide warnings required by this section on each Covered Product's online product page <u>and</u> on one or more web pages displayed to a purchaser during the checkout process.

One of the following warning statements shall be used for all online warning obligations and shall appear adjacent to or immediately following the display, description, or price of the Covered Product for which it is given, or through a hyperlink using the word "WARNING" preceded by the symbol "⚠", in the same or larger type or image size than the Covered Product description text:

⚠**WARNING:** The vinyl materials of this product can expose you to chemicals, including di(2-ethylhexyl)phthalate (DEHP), that are known to the State of

California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Alternatively, one of the following "short form" warnings 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:** Risk of cancer and reproductive harm from exposure to di(2-ehtylhexyl)phthalate (DEHP). See www.p65warnings.ca.gov.

or

⚠**WARNING:** Can expose you to di(2-ehtylhexyl) phthalate (DEHP) a carcinogen and reproductive toxicant. See www.p65warnings.ca.gov.

Where an ecommerce warning used to provide a warning under this section 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, Defendants 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. Payment shall be made by Defendants as follows:

Majic Products, Inc. - $428.57 to OEHHA and $142.86 to Davia

Concept Communications Company - $714.29 to OEHHA and $238.10 to Davia

Guzman Enterprises, Inc. - $357.14 to OEHHA and $119.05 to Davia

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Defendants 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 a Defendant that the Covered Products have been distributed in California by that Defendant in sales volumes materially different (more than 25%) than those identified by that Defendant prior to execution of this Agreement, and that Defendant does not

provide Davia with competent and credible evidence to dispute this claim, then only that Defendant, and no other Defendants, shall be liable for an additional penalty amount of $10,000.00. No Defendant shall have any liability under this Section arising from the acts, omissions, statements, sales activity, or reporting of any other Defendant. Davia agrees to provide counsel for the applicable Defendant with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, the applicable Defendant 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 that Defendant 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 against that Defendant 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 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, except fees that may be incurred on appeal. Under these legal principles, Defendants shall pay Davia's counsel the amount of $40,000 for fees and costs incurred investigating, litigating and enforcing this matter. Payment shall be made by Defendants as follows:

Majic Products, Inc. - $11,428.57

Concept Communications Company - $19,047.62

Guzman Enterprises, Inc. - $9,523.81

4.4 Payment Procedures

No later than ten (10) business days after (i) plaintiff provides electronic mail notice to counsel for Defendants that the Court has approved this settlement, *and* (ii) plaintiff provides completed IRS forms W-9 for Susan Davia and the Sheffer Law Firm to Defendants, Defendants' counsel shall deliver the settlement payments to plaintiff's counsel as follows:

a civil penalty checks payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2025-02631"), in the total amount of $1,500, with payment made by each Defendant in the amounts set forth in Section 4.1;

a civil penalty checks payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2025-02631") in the total amount of $500, with payment made by each Defendant in the amounts set forth in Section 4.1;

an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2025-02631") in the total amount of $40,000, with payment made by each Defendant in the amounts set forth in Section 4.3.

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

Each Defendant 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.

The payment obligations of each Defendant under this Agreement are not joint or joint and several. Each Defendant shall be solely responsible for payment of only that Defendant's allocated settlement amount, and no Defendant shall have any obligation, responsibility, or liability for the payment obligations of any other Defendant.

4.5 Issuance of 1099 Forms

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, Defendants shall timely deliver separate 1099 forms to OEHHA, Davia and the Sheffer Law firm.

5. RELEASES

5.1 DAVIA'S RELEASE OF DEFENDANTS

5.1.1 Davia acting on her own behalf and in the public interest releases Defendants, and each one's past, current, and future direct and indirect subsidiaries, affiliates, affiliated entities under common ownership, predecessors, agents, directors, members, managers, officers, employees, representatives, shareholders, insurers, beneficiaries, attorneys, successors, and assignees (collectively, "Releasees") from all claims for violations of Proposition 65 up through the Effective Date based on exposure to DEHP from Covered Products as set forth in the Notice. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to DEHP, DINP, DBP, DIDP, DnHP, and BBP from Covered Products as set forth in the Notice and Complaint.

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 and Complaint as to Covered Products manufactured, distributed, offered for sale, or sold by 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.

With respect to the claims released herein, 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, 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.

This Section 5.1 release shall not extend upstream to any entities that manufactured the Covered Products or any component parts thereof

5.2 Defendants' Release of Davia

Defendants, 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 DEHP in the Covered Products. Each Defendant 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.

With respect to the claims released herein, Defendants expressly waive 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. COURT APPROVAL

This Agreement is effective upon execution but must also be approved by the Court, as provided in Section 2.4. Upon execution of this Agreement by the Parties, Plaintiff shall file a noticed Motion for Approval and Entry of this Consent to Judgment Settlement Agreement with the above-entitled Court. The Parties agree that, upon Court approval, a Court judgment shall be entered on the terms of this Agreement. It is the intention of the Parties that the Court approve this Agreement, and in furtherance of obtaining such approval, the Parties and their respective counsel agree to mutually employ their best efforts to support the entry of this Agreement in a timely manner, including filing any papers in support of the required motion for judicial approval. If the Court does not approve this Agreement in its entirety, the Parties shall meet and confer to determine whether to modify the terms of the Agreement and to resubmit it for approval. In meeting and conferring, the Parties agree to negotiate in good faith to reach agreement on any actions reasonably necessary to amend and/or modify this Agreement in order to further the mutual intention of the Parties in entering into this Agreement. The Agreement shall become null and void if, for any reason, it is not approved and entered by the Court, as it is executed, within one year after it has been fully executed by all Parties. The Parties agree that, upon Court approval, a Court judgment shall be entered on the terms of this 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 Defendant Majic Products, Inc.:

Maya Hager, President
Ralph Abitbol, Director
Majic Products, Inc.
5154 NW 165th Street
Miami Gardens, FL 33014

With a copy to its counsel:

Jennifer T. Taggart
Demetriou, Del Guercio, Springer &
Francis, LLP
915 Wilshire Blvd., Suite 2000
Los Angeles, CA 90017
JTaggart@ddsffirm.com

For Defendant Guzman Enterprises, Inc.

Jack Fuller Guzman, CEO
Guzman Enterprises, Inc.
dba J&L Food Mart and Jack's Shell
12257 Business Park Drive, Suite 2
Truckee, CA 96161

With a copy to its counsel:

Meghan Baker and Christopher Marelich
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

mbaker@downeybrand.com
cmarelich@DowneyBrand.com

For Defendant Concept Communications Company:

Tim Orisek, President
Concept Communications Company
154 S. Pinnacle Drive
Romeoville, IL 60446

With a copy to its counsel:

Clare Ellis, Esq.
Malcolm C. Weiss, Esq.
Hunton, Andrews, Kurth LLP
50 California Street, Suite 1700
San Francisco, CA 94111
cellis@Hunton.com
mweiss@hunton.com

For Defendant R.R. Lalena Corporation

Rami Lalena, CEO
R.R. Lalena Corporation
59-26 55th Drive
Maspeth, NY 11378

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

Dated: 5/26/2026 Susan Davia	Dated: _____ _____ Ralph Abitbol, Director Majic Products, Inc.
Dated: _____ _____ Tim Orisek, President Concept Communications Company	
Dated: 5/27/26 Jack Fuller Guzman, CEO Guzman Enterprises, Inc.	

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

Dated: 5/26/2026 _____ Susan Davia	Dated: 6/1/2026 _____ Ralph Abitbol, Director Majic Products, Inc.
Dated: _____ _____ Tim Orisek, President Concept Communications Company	
Dated: _____ _____ Jack Fuller Guzman, CEO Guzman Enterprises, Inc.	

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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

Dated: 5/26/2026 _____ Susan Davia	Dated: _____ _____ Ralph Abitbol, Director Majic Products, Inc.
Dated: 05/28/2026 _____ Tim Orisek, President Concept Communications Company	
Dated: _____ _____ Jack Fuller Guzman, CEO Guzman Enterprises, Inc.	