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KEEP AMERICA SAFE AND BEAUTIFUL

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11 Attorneys for Defendant  
BAMBOO IMPORTS MN, INC.

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO  
16 UNLIMITED CIVIL JURISDICTION  
17

18 KEEP AMERICA SAFE AND BEAUTIFUL,

19 Plaintiff,

20 v.

21 BAMBOO IMPORTS MN, INC.;  
AMAZON.COM, INC.; and DOES 1-30,  
22 inclusive,

23 Defendants.  
24  
25  
26  
27  
28

Case No. CGC-21-595906

**[PROPOSED] CONSENT JUDGMENT**

(Health & Safety Code § 25249.6 et seq. and  
Code of Civil Procedure § 664.6)

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff Keep America Safe and  
3 Beautiful (“KASB”) and defendant Bamboo Imports MN, Inc. (“Bamboo Imports”), with KASB and  
4 Bamboo Imports each individually referred to as a “Party” and collectively, as the “Parties,” to resolve  
5 the allegations in the February 3, 2021 60-Day Notice of Violation and July 19, 2021 Supplemental 60-  
6 Day Notice of Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of  
7 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

8 **1.1 The Parties**

9 KASB is a California-based non-profit organization proceeding in the public interest pursuant  
10 to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of  
11 California to cause cancer, birth defects, or other reproductive harm are disclosed or eliminated from  
12 consumer products sold in California. Bamboo Imports is a person in the course of doing business  
13 for purposes of California Health & Safety Code § 25249.11(b).

14 **1.2 Consumer Product Description**

15 KASB alleges that Bamboo Imports manufactures, imports, sells, or distributes for sale in  
16 California PU leather accessories and hand tools containing di(2ethylhexyl) phthalate (“DEHP”),  
17 including but not limited to, *Bamboo MN-Medieval Reenactment Leather SCA LARP Knights Belt*;  
18 *ASIN: B07M68F3K5; UPC: 6 936739 942899; Model: XPD01-BR, scab-001-02 and Bamboo MN*  
19 *Brand-2 Piece Root Set-9” Root Pick and 9” Root Rake; ASIN: B01KYLQ3UU; UPC: 6 95511*  
20 *4951073*, without providing the health hazard warning that KASB alleges is required by California  
21 Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). PU leather accessories and hand tools  
22 are referred to hereinafter, collectively, as the “Products.” DEHP is listed pursuant to Proposition 65  
23 as a chemical known to the State of California to cause birth defects or other reproductive harm.

24 **1.3 Notices of Violation**

25 On February 3, 2021, KASB served Bamboo Imports, Amazon.com, Inc., the California  
26 Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation  
27 (“Notice”), alleging Bamboo Imports violated Proposition 65 by failing to warn its customers and  
28 consumers in California that its PU leather accessories can expose users to DEHP. Thereafter, on

1 July 19, 2021, KASB served the same parties and entities with a Supplemental 60-Day Notice of  
2 Violation (“**Supplemental Notice**”), alleging Bamboo Imports violated Proposition 65 by failing to  
3 warn its customers and consumers in California that its hand tools can expose users to DEHP. The  
4 Notice and Supplemental Notice are referred to hereinafter, collectively, as the “**Notices.**” No public  
5 enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in  
6 the Notices.

7           **1.4 Complaint**

8           On October 12, 2021, KASB commenced the instant action (“**Complaint**”), naming Bamboo  
9 Imports as a defendant for the alleged violations of Proposition 65 that are the subject of the Notices.

10           **1.5 No Admission**

11           Bamboo Imports denies the material, factual and legal allegations contained in the Notices  
12 and Complaint and maintains that all products it sold or distributed for sale in California, including  
13 the Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment  
14 shall be construed as, nor shall compliance with this Consent Judgment constitute or be construed as,  
15 an admission by Bamboo Imports of any fact, finding, conclusion of law, issue of law, or violation  
16 of law. This section shall not, however, diminish or otherwise affect Bamboo Imports’ obligations,  
17 responsibilities, and duties under this Consent Judgment.

18           **1.6 Jurisdiction**

19           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
20 jurisdiction over Bamboo Imports as to the allegations contained in the Complaint; that venue is  
21 proper in San Francisco County; and that the Court has jurisdiction to enter and enforce the  
22 provisions of this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure  
23 § 664.6.

24           **1.7 Effective Date**

25           The term “Effective Date” means the date on which the Court approves this Consent  
26 Judgment and enters Judgment pursuant to its terms.

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1 **2. INJUNCTIVE RELIEF: REFORMULATION & WARNINGS**

2 **2.1 Commitment to Reformulate or Warn**

3 Commencing on the Effective Date and continuing thereafter, all Products Bamboo Imports  
4 manufactures, imports or ships for sale, in or into California, shall either be: (a) Reformulated  
5 Products in accordance with and as defined by the following Reformulation Standard detailed in  
6 Section 2.2; or (b) accompanied by a clear and reasonable warning, pursuant to the following  
7 Sections 2.3 through 2.5.

8 **2.2 Reformulation Standard Defined**

9 For purposes of this Consent Judgment, “**Reformulated Products**” are defined as Products  
10 which, if they contain di(2-ethylhexyl) phthalate (“**DEHP**”), di-n-butyl phthalate (“**DBP**”),  
11 diisononyl phthalate (“**DINP**”), butyl benzyl phthalate (“**BBP**”), di-isodecyl phthalate (“**DIDP**”) and  
12 di-n-hexyl phthalate (“**DnHP**”), contain any or all such chemicals each in a maximum concentration  
13 of less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory accredited by the  
14 State of California, a federal agency, or a nationally recognized accrediting organization. For  
15 purposes of compliance with this reformulation standard, testing samples shall be prepared and  
16 extracted using Consumer Product Safety Commission (“**CPSC**”) methodology CPSC CH-  
17 C1001.09.3 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or  
18 other methodologies utilized by federal or state government agencies to determine phthalate content  
19 in a solid substance.

20 **2.3 Clear and Reasonable Warnings**

21 Bamboo Imports shall provide clear and reasonable warnings for all Products in accordance  
22 with this Section and pursuant to Title 27 California Code of Regulations § 25600, et seq. Each  
23 warning shall be prominently placed with such conspicuousness as compared with other words,  
24 statements, or designs as to render it likely to be read and understood by an ordinary individual under  
25 customary conditions before purchase or use and shall be provided in a manner such that it is clearly  
26 associated with the specific Product to which the warning applies.  
27

28 **(a) Warning.** The Warning shall consist of one of the following statements:

1                   **1. For Products containing DEHP:**

2                   ⚠ **WARNING:** This product can expose you to DEHP, which is known to the  
3                   State of California to cause cancer and birth defects or other reproductive  
4                   harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

5                   Or

6                   **2. For Products containing any other phthalate chemical(s):**

7                   ⚠ **WARNING:** This product can expose you to chemicals including  
8                   [name of chemical or chemicals] which [is/are] known to the State of  
9                   California to cause [cancer] [and] [birth defects or other reproductive  
10                  harm.]For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

11                  **(b) Short-Form Warnings.** Bamboo Imports may, but is not required to, use one of the  
12                  following short-form warnings, in lieu of the warnings set forth in subsection 2.3(a) (“**Short-Form**”),  
13                  subject to the additional requirements in Sections 2.4 and 2.5 and modified to reflect the correct  
14                  chemical endpoint, as follows:

- 15                  ⚠ **WARNING:** Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).  
16                  ⚠ **WARNING:** Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).  
17                  ⚠ **WARNING:** Cancer - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

18                  **(c) Foreign Language Requirement.** Where a consumer product sign, label or shelf tag  
19                  used to provide a warning includes consumer information in language(s) other than English, the  
20                  warning must also be provided in the other language(s) in addition to English.

21                  **2.4 Product Warnings**

22                  Bamboo Imports shall affix a warning to the Product label or otherwise directly on Products  
23                  or on the Product’s immediate container, wrapper, or packaging for those Products provided for sale  
24                  to consumers located in California and to customers with retail outlets in California. For purposes of  
25                  this Agreement, “**Product label**” means a display of written, printed or graphic material printed on or  
26                  affixed to each of the Products or its immediate container or wrapper. A warning provided pursuant  
27                  to section 2.3(a) or (b) must print the word “**WARNING:**” in all capital letters and in bold font. The  
28                  warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow  
                    equilateral triangle with a black outline, except, if the labeling does not use the color yellow, the

1 symbol may be in black and white. The entire warning shall appear in at least 6-point type and no  
2 smaller than the largest type size used for other consumer information on the Products. The warning  
3 shall consist of either the Warning or the Short Form described in subsection 2.3(a) or (b),  
4 respectively.

## 5 **2.5 Internet Warnings**

6 If, after the Effective Date, Bamboo Imports sells Products to consumers located in California  
7 or to customers with retail outlets in California, in each case via the internet on websites it controls  
8 (“**Bamboo Imports-controlled websites**”), then Bamboo Imports shall provide warnings for the  
9 Products both on the Product label, in accordance with Section 2.4, and by prominently displaying the  
10 warning or a clearly marked hyperlink to the warning using the word “**WARNING**” to the consumer  
11 or customer prior to completing the purchase such that the consumer or customer does not have to  
12 search for the warning. The warning or a clearly marked hyperlink to the warning using the word  
13 “**WARNING**” given in conjunction with the sale of the Products via the Bamboo Imports-controlled  
14 website shall appear either: (a) on the same web page on which the Products are displayed; (b) on the  
15 same web page as the virtual cart displaying the Products; (c) on the same page as the price for the  
16 Products; or (d) on one or more web pages displayed to a purchaser prior to or during the checkout  
17 process. The warning shall appear in any of the above instances adjacent to or immediately following  
18 the display, description, or price of the Products for which it is given in the same type size or larger  
19 than other consumer information provided for the Products and shall not require customers or  
20 customers to seek out the warning. The internet warning may use the Short-Form described in  
21 Section 2.3(b), if the warning provided on the Product label also uses the Short-Form. For all other  
22 internet warnings, with respect to other online retailers or third-party controlled websites that sell  
23 Products in or into California, Bamboo Imports shall, after the Effective Date, provide Products to  
24 those third-party websites that bear the warning as set forth in Section 2.4 and shall require the third-  
25 party website to provide the internet warning as a condition of sale of the Products.

## 26 **2.6 Compliance with Warning Regulations**

27 Bamboo Imports may elect to comply with the warning requirements of this Section 2 by any means  
28 authorized by Health and Safety Code 25249.5 *et seq.* and/or by adhering to the safe harbor

1 guidelines published by the Office of Environmental Health Hazard Assessment and set forth in Title  
2 27, Div. 4, Chap. 1, Ar. 6 of the California Code of Regulations, commencing at § 25600 *et seq*, as  
3 may be amended from time to time. The Parties agree compliance with the injunctive terms of this  
4 Consent Judgment and with Proposition 65 generally constitutes a significant benefit in the public  
5 interest.

6 **3. MONETARY SETTLEMENT TERMS**

7 **3.1 Civil Penalty**

8 Pursuant to Health and Safety Code § 25249.7(b), Bamboo Imports agrees to pay a civil  
9 penalty of \$1,500 within five (5) days of the Effective Date. Bamboo Imports' civil penalty payment  
10 will be allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five  
11 percent (75%) of the penalty paid to the California Office of Environmental Health Hazard  
12 Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. Bamboo  
13 Imports shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of  
14 \$1,125; and (b) "Keep America Safe and Beautiful" in the amount of \$375. KASB's counsel shall  
15 deliver to OEHHA and KASB their respective portions of the penalty payment.

16 **3.2 Reimbursement of Attorneys' Fees and Costs**

17 KASB and its counsel offered to resolve the allegations in the Notices and Complaint without  
18 reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the  
19 Parties finalized the other material settlement terms, they negotiated and reached an accord on the  
20 amount of reimbursement to be paid to KASB's counsel, under general contract principles and the  
21 private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all  
22 work performed through the mutual execution and reporting of this Consent Judgment to the Office  
23 of the California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees  
24 and costs on appeal, if any.

25 Bamboo Imports shall pay a total sum of \$21,500 for all fees and other costs incurred  
26 investigating, bringing this matter to Bamboo Imports' attention, litigating, and negotiating a  
27 settlement in the public interest. The attorneys' fees and costs payments shall be made as detailed in  
28 subsection (a) and shall be deposited according to the schedule detailed there and subject to its

1 terms. Within five (5) days of the Effective Date, or the date the court grants the motion to approve  
2 and enters the Settlement as a judgment, Bamboo Imports shall issue four (4) checks totaling  
3 \$21,500, made payable to “Seven Hills LLP”, to be deposited according to the installment agreement  
4 terms detailed in subsection (a), below. All payments made under this Section 3 shall be delivered to  
5 the address listed in Section 3.3.

6 **(a) Attorneys’ Fees & Costs: Installment Agreement, Terms, and Timing**

7 Bamboo Imports agrees to provide all attorneys’ fees and costs payments due under this  
8 Agreement within five (5) days of the Effective Date. The Parties agree the payment of attorneys’  
9 fees and costs, totaling \$21,500, shall be broken out into four installment payments. The first  
10 installment payment shall consist of a check made payable to Seven Hills LLP in the amount of  
11 \$15,000. The remaining attorneys’ fees and costs payments shall consist of three (3) separate,  
12 additional installment payments of \$2,166.67, \$2,166.67, and \$2,166.66. All payments under this  
13 Section shall be made in the form of individual checks payable to “Seven Hills LLP” and delivered to  
14 the address below, in Section 3.3. Upon receipt, Seven Hills LLP shall immediately deposit Bamboo  
15 Imports’ initial payment of \$15,000. Seven Hills LLP agrees to hold the remaining payments and  
16 deposit them according to the following schedule. Seven Hills LLP shall deposit the remaining three  
17 (3) installment payments each roughly thirty days apart or on or about the 1<sup>st</sup> of each of the following  
18 months: April 2023, May 2023, and June 2023, with all attorneys’ fees and costs deposited no later  
19 than June 1, 2023.

20 Bamboo Imports agrees and understands, should any installment payment due under this  
21 Section or this Agreement fail due to insufficient funds, the remaining payments shall become  
22 immediately due and payable. In the event Seven Hills LLP incurs fees for any returned checks,  
23 Bamboo Imports agrees to reimburse KASB’s counsel for such fees.

24 Bamboo Imports acknowledges that, until the last installment payment is deposited and clears  
25 with sufficient funds, KASB reserves the right to institute a proceeding under Proposition 65,  
26 including the filing of a complaint based on the allegations in the Notice, a suit based on breach of or  
27 failure to perform under a contract, or any other remedy allowable under law. In the event any such  
28



1 action is brought, Bamboo Imports retains all defenses and does not hereby waive any potential  
2 defenses.

3 **3.3 Payments**

4 All payments payable and due under this Consent Judgment shall be delivered to KASB's  
5 counsel at the following address:

6 Seven Hills LLP  
7 Attn: Kimberly Gates Johnson  
8 4 Embarcadero Center, Suite 1400  
9 San Francisco, CA 94111

9 **3.4 Tax Reporting Information to be Provided**

10 Upon the full execution of this Consent Judgment by all signatory parties, Seven Hills LLP, on  
11 behalf of its client, KASB, agrees to provide IRS Form W9s for all payees under this agreement to  
12 counsel for Bamboo Imports, so that Bamboo Imports can comply with its duties to report to the IRS.

13 **4. CLAIMS COVERED AND RELEASED**

14 **4.1 KASB's Release of Proposition 65 Claims**

15 This Consent Judgment is a full, final, and binding resolution of the claims that were or could  
16 have been asserted by KASB arising out of the allegations in the Notices and in the Complaint.  
17 KASB, acting on its own behalf, in the public interest, and on behalf of its past and current agents,  
18 representatives, attorneys, successors and assignees ("**Releasers**") releases Bamboo Imports, its past  
19 and present parents, subsidiaries, affiliated entities under common ownership, directors, officers,  
20 employees, attorneys, and each entity to whom Bamboo Imports directly or indirectly distributes or  
21 sells the Products including, but not limited to, Amazon.com, Inc., its downstream distributors,  
22 wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members, and  
23 licensees ("**Releasees**") based on the failure to provide a clear and reasonable warning under  
24 Proposition 65 about alleged exposures to DEHP contained in the Products that were manufactured,  
25 processed, distributed, sold and/or offered for sale in California before the Effective Date, as set  
26 forth in the Notices and Complaint. The Parties further agree that compliance with Section 2 of this  
27 Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged  
28 exposures to DEHP in the Products. The Parties understand and agree this Section 4.1 release shall

1 not extend to Releasees who have been instructed by Bamboo Imports, pursuant to Section 2.5, to  
2 provide a warning on Products that are not Reformulated Products and have failed to do so.

#### 3 **4.2 KASB's Individual Release of Claims**

4 KASB, in its individual capacity only and *not* in its representative capacity, also hereby  
5 provides a release to Bamboo Imports and the Releasees which shall be effective as a full and final  
6 accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys'  
7 fees, damages, losses, claims, liabilities and demands of KASB of any nature, character or kind,  
8 whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to  
9 DEHP in Products manufactured or distributed into the State of California by Bamboo Imports prior  
10 to the Execution Date. Nothing in this section shall affect KASB's right to commence or prosecute  
11 an action under Proposition 65 against a Releasee that does not involve Bamboo Imports' Products.

#### 12 **4.3 Bamboo Imports' Release of KASB**

13 Bamboo Imports, on behalf of itself, its past and current agents, representatives, attorneys,  
14 successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other  
15 representatives, for any and all actions taken or statements made (or those that could have been taken  
16 or made) by KASB and its attorneys and other representatives, whether in the course of investigating  
17 claims or otherwise seeking to enforce Proposition 65 against him in this matter with respect to the  
18 Products.

19 The Parties further understand and agree Section 4 releases shall not extend upstream to any  
20 entities who sold, supplied, or manufactured the Products, or any component parts thereof, to  
21 Bamboo Imports. Nothing in these Section 4 releases shall affect KASB's right to commence or  
22 prosecute an action under Proposition 65 against a Releasee that does not involve Bamboo Imports'  
23 Products.

#### 24 **5. COURT APPROVAL**

25 Pursuant to California Health and Safety Code § 25249.7(f)(4), Bamboo Imports shall file a  
26 noticed motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ  
27 their best efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms  
28 of this Consent Judgment, and to judicial approval of their settlement in a timely manner. For

1 purposes of this section, “best efforts” shall include, at a minimum, supporting the motion for  
2 approval, responding to any third-party objection, and appearing at the hearing before the Court if so  
3 requested.

4 **6. SEVERABILITY**

5 If, subsequent to the Court’s approval and entry of this Consent Judgment as a judgment, any  
6 provision of this Consent Judgment is deemed by a court to be unenforceable, the validity of the  
7 remaining provisions shall not be adversely affected.

8 **7. GOVERNING LAW**

9 The terms of this Consent Judgment shall be governed by the laws of the State of California  
10 and apply within California. In the event that Proposition 65 is repealed, preempted, or is otherwise  
11 rendered inapplicable by reason of law generally, or as to the Products, then Bamboo Imports may  
12 provide KASB with written notice of any asserted change in the law, and shall have no further  
13 injunctive obligations pursuant to this Consent Judgment, with respect to, and to the extent that, the  
14 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Bamboo  
15 Imports from its obligation to comply with any pertinent state or federal law or regulation.

16 **8. NOTICE**

17 Unless specified herein, all correspondence and notice required by this Consent Judgment  
18 shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or  
19 (ii) a recognized overnight courier to any Party by the other at the following addresses:

20 For Bamboo Imports:

21 Ryan Yoong, CEO  
22 Bamboo Imports MN, Inc.  
23 2050 West 96<sup>th</sup> Street  
24 Bloomington, MN 55431

For KASB:

Kimberly Gates Johnson, Partner  
SEVEN HILLS LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

25 *With a copy to:*

26 Carey L. Cooper, Esq.  
27 KLINEDINST ATTORNEYS  
28 501 W. Broadway, Suite 600  
San Diego, CA 92101

Any Party may, from time to time, specify in writing to the other Party a change of address to which  
all notices and other communications shall be sent.

1 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

2 This Consent Judgment may be executed in counterparts and by portable document format  
3 (pdf) signature, each of which shall be deemed an original and, all of which, when taken together,  
4 shall constitute one and the same document.

5 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

6 KASB and its counsel agree to comply with the reporting form requirements referenced in  
7 California Health and Safety Code § 25249.7(f).

8 **11. ENTIRE AGREEMENT**

9 This Consent Judgment contains the sole and entire agreement and understanding of the  
10 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
11 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and  
12 therein. There are no warranties, representations, or other agreements between the Parties except as  
13 expressly set forth herein. No representations, oral or otherwise, express or implied, other than those  
14 specifically referred to in this Consent Judgment have been made by any Party hereto. No other  
15 agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to  
16 exist or to bind any of the Parties hereto.

17 **12. MODIFICATION**

18 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
19 the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of  
20 any party and the entry of a modified Consent Judgment by the Court thereon.

21 **13. AUTHORIZATION**

22 The undersigned are authorized to execute this Consent Judgment on behalf of their  
23 respective Parties and have read, understood, and agreed to all of the terms and conditions of this  
24 Consent Judgment.

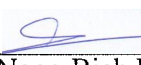
25 **AGREED TO:**

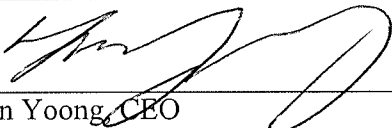
**AGREED TO:**

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1 Date: 03/10/2023

Date: 3-2-2023

2 By:  My Nguyen, Chief Operating Officer  
On behalf of Ngoc-Bich Hoang Vo  
3 Ngoc-Bich Hoang Vo, CEO  
Keep America Safe and Beautiful

By:   
4 Ryan Yoong, CEO  
5 Bamboo Imports MN, Inc.

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