

Laralei Schmohl Paras, State Bar No. 203319  
Rebecca M. Jackson, State Bar No. 221583  
SEVEN HILLS LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111  
Telephone: (415) 926-7247  
laralei@sevenhillslp.com  
rebecca@sevenhillslp.com

Attorneys for Plaintiff  
KEEP AMERICA SAFE AND BEAUTIFUL

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL,  
  
Plaintiff,  
  
v.  
  
SYNERGEE FITNESS WORLDWIDE  
INC. DBA SYNERGEE USA; and DOES 1-  
30, inclusive,  
  
Defendants.

Case No. CGC-21-596798

**[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 Synergee Fitness Worldwide Inc. dba Synergee USA (“**Synergee**”),  
4 with KASB and Synergee each individually referred to as a “**Party**” and collectively, as the “**Parties**,”  
5 to resolve the allegations in the March 3, 2021 60-Day Notice of Violation in compliance with the Safe  
6 Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.*  
7 (“**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. Synergee is a person in the course of doing business for  
13 purposes of California Health & Safety Code § 25249.11(b).

14 **1.2 Consumer Product Description**

15 KASB alleges that Synergee manufactures, imports, sells, or distributes for sale in California  
16 tricep ropes with rubber stoppers containing di(2ethylhexyl) phthalate (“**DEHP**”), including but not  
17 limited to, *Dual Ended Tricep Rope with Rubber Stoppers, UPC 8 1003223117 0, ASIN*  
18 *B083VWK6SF*, without providing the health hazard warning that KASB alleges is required by  
19 California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Tricep ropes with rubber  
20 stoppers are referred to hereinafter as the “**Products**.” DEHP is listed pursuant to Proposition 65 as a  
21 chemical known to the State of California to cause birth defects and other reproductive harm.

22 **1.3 Notice of Violation**

23 On March 3, 2021, KASB served Synergee, Amazon.com, Inc., the California Attorney  
24 General, and the requisite public enforcement agencies with a 60-Day Notice of Violation  
25 (“**Notice**”), alleging Synergee violated Proposition 65 by failing to warn its customers and  
26 consumers in California that the Products can expose users to DEHP. No public enforcer has  
27 commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.

28 ///

1           **1.4     Complaint**

2           On November 23, 2021, KASB commenced the instant action (“**Complaint**”), naming  
3 Synergee as a defendant for the alleged violations of Proposition 65 that are the subject of the  
4 Notice.

5           **1.5     No Admission**

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

13           **1.6     Jurisdiction**

14           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
15 jurisdiction over Synergee as to the allegations contained in the Complaint; that venue is proper in  
16 San Francisco County; and that the Court has jurisdiction to enter and enforce the provisions of this  
17 Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

18           **1.7     Effective Date**

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

21 **2.     INJUNCTIVE RELIEF: REFORMULATION, WARNINGS AND NOTIFICATION**

22           **2.1     Reformulation Commitment**

23           Commencing on the Effective Date and continuing thereafter, all Products Synergee  
24 manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through  
25 one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard  
26 for Reformulated Products, as defined by Section 2.2, or be accompanied by a clear and reasonable  
27 warnings pursuant to Section 2.3.

28     ///

## 2.2 Reformulation Standard

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

## 2.3 Clear and Reasonable Warnings

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

(a) **DEHP Warning.** The Warning for Products containing DEHP, a phthalate chemical known to cause cancer and birth defects or other reproductive harm, in excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

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

(b) **Warnings for DEHP and DINP.** The Warning for Products containing DEHP and the phthalate chemical only known to cause cancer, DINP, each in excess of the

Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

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

(c) **Warnings for DEHP and one of the following phthalate chemicals: DIDP, DBP, BBP or DnHP.** The Warning for Products containing DEHP and one of the phthalate chemicals known to cause birth defects or other reproductive harm – DIDP, DBP, BBP or DnHP – each in excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

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

The bracketed language in the preceding warnings may be changed to DBP, BBP or DnHP, as appropriate, at Synergee's option.

(d) **Warnings for DEHP and two or more of the following phthalate chemicals: DIDP, DBP, BBP or DnHP.** The Warning for Products containing DEHP and *two* or more of the phthalate chemicals – DIDP, DBP, BBP and DnHP – each in excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

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

The bracketed language in the preceding warning may be changed to DBP, BBP, or DnHP, as appropriate, at Synergee's option.

(e) **Warnings for DEHP and DINP and one of the following phthalate chemicals: DIDP, DBP, BBP or DnHP.** The Warning for Products containing DEHP and DINP and one of the following chemicals – DIDP, DBP, BBP or DnHP – each in excess of the

Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

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

The bracketed language in the preceding warnings may be changed to DBP, BBP and/or DnHP, as appropriate, at Synergee's option.

(f) **Warnings for DEHP and DINP and two or more of the following phthalate chemicals: DIDP, DBP, BBP or DnHP.** The Warning for Products containing DEHP, DINP and *two* or more of the phthalate chemicals – DIDP, DBP, BBP or DnHP – each in excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

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

The bracketed language in the preceding warnings may be changed to DBP, BBP and/or DnHP, as appropriate, at Synergee's option.

(g) **Warnings for DIDP, DBP, BBP or DnHP.** The Warning for Products containing DIDP, DBP, BBP or DnHP in excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

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

The bracketed language in the preceding warnings may be changed to DBP, BBP or DnHP, as appropriate, at Synergee's option.

111

1                   **(h) Warnings for two or more of the following phthalate chemicals: DIDP,**  
2 **DBP, BBP or DnHP.** The Warning for Products containing *two* or more of the phthalate chemicals –  
3 DIDP, DBP, BBP or DnHP – each in excess of the Reformulation Standard for Reformulated  
4 Products set forth in Section 2.2 shall consist of the following statement:

5                   ⚠ **WARNING:** This product can expose you to chemicals  
6 including [DIDP], which are known to the State  
7 of California to cause birth defects or other  
reproductive harm. For more information go to  
www.P65Warnings.ca.gov.

8 The bracketed language in the proceeding warnings may be changed to DBP, BBP or DnHP, as  
9 appropriate, at Synergee's option.

10                   **(i) DINP Warning.** The Warning for Products containing DINP in excess of the  
11 Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the  
12 following statement:

13                   ⚠ **WARNING:** This product can expose you to DINP, which is  
14 known to the State of California to cause cancer. For  
more information go to www.P65Warnings.ca.gov.

15                   **(j) Warnings for DINP and one of the following phthalate chemicals: DIDP,**  
16 **DBP, BBP or DnHP.** The Warning for Products containing DINP and one of the phthalate  
17 chemicals – DIDP, DBP, BBP or DnHP – in excess of the Reformulation Standard for Reformulated  
18 Products set forth in Section 2.2 shall consist of the following statement:

19                   ⚠ **WARNING:** This product can expose you to DINP, which is  
20 known to the State of California to cause cancer, and  
21 [DIDP] which is known to the State of California to  
cause birth defects or other reproductive harm. For  
more information go to www.P65Warnings.ca.gov.

22 The bracketed language in the proceeding warnings may be changed to DBP, BBP or DnHP, as  
23 appropriate, at Synergee's option.

24                   **(k) Warnings for DINP and two or more of the following phthalate chemicals:**  
25 **DIDP, DBP, BBP or DnHP.** The Warning for Products containing DINP and *two* or more of the  
26 phthalate chemicals – DIDP, DBP, BBP or DnHP – each in excess of the Reformulation Standard for  
27 Reformulated Products set forth in Section 2.2 shall consist of the following statement:

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

4                   The bracketed language in the preceding warnings may be changed to DBP, BBP and/or DnHP, as  
5                   appropriate, at Synergee's option.

6                   **(l) Short-Form Warnings.** As an alternative to the warnings set forth in  
7                   subsection 2.3(a)-(k) above, Synergee may, but is not required to, use the short-form warning  
8                   (**"Short-Form Warning"**) corresponding to phthalate content, subject to the additional requirements  
9                   in Sections 2.4 and 2.5, as follows:

10                   For DEHP or DINP and DEHP, DIDP, DBP, BBP or DnHP:

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

12                   For DIDP, DBP, BBP or DnHP:

13                   ⚠ **WARNING:** Reproductive Harm- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

14                   For DINP:

15                   ⚠ **WARNING:** Cancer - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

16                   **(m) Foreign Language Requirement.** Where a consumer product sign, label or  
17                   shelf tag used to provide a warning includes consumer information, as that term is defined in Title 27  
18                   California Code of Regulations § 25600.1(c) (**"Consumer Information"**), in languages other than  
19                   English, the warning must also be provided in those languages in addition to English.

## 20                   **2.4 Product Warnings**

21                   Synergee shall affix a warning to the Product label or otherwise directly on each Product  
22                   provided for sale to consumers located in California and to customers with retail outlets in California  
23                   or nationwide distribution. For the purpose of this Consent Judgment, **"Product label"** means a  
24                   display of written, printed or graphic material that is printed on or affixed to each of a Product or its  
25                   immediate container or wrapper. A warning provided pursuant to Section 2.3(a) or (l) must print the  
26                   word **"WARNING:"** in all capital letters and in bold font. The warning symbol to the left of the  
27                   word **"WARNING:"** must be a black exclamation point in a yellow equilateral triangle with a black  
28                   outline, except that if the labeling does not use the color yellow, then the symbol may be in black and



1 white. The entire warning shall appear in a type size of at least 6-point type and no smaller than the  
2 largest type size used for other Consumer Information on the Products.

### 3           **2.5     Internet Warnings**

4           If, after the Effective Date, Synergee sells Products via the internet directly, or indirectly  
5 through customers with nationwide distribution or e-commerce websites, to customers located in  
6 California, Synergee shall provide warnings for each Product both on the Product label in accordance  
7 with Section 2.4, and by including either the warning or a clearly marked hyperlink using the word  
8 “**WARNING**” on the product display page, or by otherwise prominently displaying the warning to  
9 the purchaser prior to completing the purchase and without requiring the purchaser to search for the  
10 warning in the general content of the website. If Synergee sells Products directly to consumers with  
11 e-commerce websites, Synergee shall inform those customers in writing of their obligation to provide  
12 online warnings consistent with Title 27 California Code of Regulations § 25602(b). The internet  
13 warning may use the Short-Form Warning content described in Section 2.3(b) if the warning provided  
14 on the Product label also uses the Short-Form Warning content.

### 15           **2.6     Customer Notification for Products Sold**

16           No later than the Effective Date, Synergee shall send a letter, electronic or otherwise  
17 (“**Notification Letter**”) to: (1) each customer in California to which it sold Products between March  
18 3, 2020 and March 3, 2021; and (2) any retailer or distributor Synergee reasonably understands or  
19 believes has any inventory of Products, which Synergee supplied between March 3, 2018 and March  
20 3, 2021, for sale to consumers in California. The Notification Letter shall advise the recipient that the  
21 Products contain DEHP, a chemical known to the State of California to cause birth defects or other  
22 reproductive harm. The Notification letter shall inform the recipient (1) all Products must have a label  
23 attached to the packaging of each Product expressly referring to the Product, which contains one of the  
24 warning statements in Section 2.3 (a)-(l), before it is sold in the California market or to a customer in  
25 California, and (2) each warning must be prominently placed with such conspicuousness as compared  
26 with other words, statements, designs, or devices as to render it likely to be read and understood by an  
27 ordinary individual under customary conditions before purchase or use and shall be provided in a  
28 manner such that it is clearly associated with the specific Product to which the warning applies.

1     **3.     MONETARY SETTLEMENT TERMS**

2             **3.1     Civil Penalty**

3             Pursuant to Health and Safety Code § 25249.7(b), Synergee agrees to pay a civil penalty of  
4     \$3,500 within five (5) days of the Effective Date. Synergee’s civil penalty payment will be allocated  
5     according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the  
6     penalty paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and  
7     the remaining twenty-five percent (25%) retained by KASB. Synergee shall issue its payment in two  
8     checks made payable to: (a) “OEHHA” in the amount of \$2,625; and (b) “Keep America Safe and  
9     Beautiful” in the amount of \$875. KASB’s counsel shall deliver to OEHHA and KASB their  
10    respective portions of the penalty payment.

11            **3.2     Reimbursement of Attorneys’ Fees and Costs**

12            KASB and its counsel offered to resolve the allegations in the Notice and Complaint without  
13    reaching terms on the amount of reimbursement of attorneys’ fees and costs. Shortly after the  
14    Parties finalized the other material settlement terms, they negotiated and reached an accord on the  
15    amount of reimbursement to be paid to KASB’s counsel, under general contract principles and the  
16    private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all  
17    work performed through the mutual execution and reporting of this Consent Judgment to the Office  
18    of the California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees  
19    and costs on appeal, if any. Within five (5) days of the Effective Date, Synergee shall issue two  
20    check for a total amount of \$28,500, with one check in the amount of \$555 payable to “Seven Hills  
21    in trust for Keep America Safe and Beautiful” for case costs and a second check in the amount of  
22    \$27,945 payable to “Seven Hills LLP” for all fees and other costs incurred investigating, bringing  
23    this matter to Synergee’s attention, litigating, negotiating a settlement in the public interest,  
24    obtaining the Court’s approval of its terms pursuant to Section 5, and reporting to the California  
25    Attorney General.

26    ///

27    ///

28    ///

1           **3.3     Payments**

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

4                     Seven Hills LLP  
5                     Attn: Laralei Paras  
6                     4 Embarcadero Center, Suite 1400  
7                     San Francisco, CA 94111

7   **4.     CLAIMS COVERED AND RELEASED**

8           **4.1     KASB's Release of Proposition 65 Claims**

9           This Consent Judgment is a full, final, and binding resolution of the claims that were or could  
10 have been asserted by KASB arising out of the allegations in the Notice and in the Complaint.

11 KASB, acting on its own behalf, in the public interest, and on behalf of its past and current agents,  
12 representatives, attorneys, successors and assignees ("**Releasors**") releases Synergee, its past and  
13 present parents, subsidiaries, affiliated entities under common ownership, directors, officers,  
14 employees, attorneys, and each entity to whom Synergee directly or indirectly distributes or sells the  
15 Products including, but not limited to, Amazon.com, Inc., its downstream distributors, wholesalers,  
16 marketplace hosts, customers, retailers, franchisees, cooperative members, and licensees  
17 ("**Releasees**") based on the failure to provide a clear and reasonable warning about alleged  
18 exposures to DEHP contained in the Products that were manufactured, processed, distributed, sold  
19 and/or offered for sale in California before the Effective Date, as set forth in the Notice and  
20 Complaint. The Parties further agree that compliance with Section 2 of this Consent Judgment shall  
21 be deemed compliance with Proposition 65 with respect to alleged exposures to DEHP in the  
22 Products.

23           **4.2     Synergee's Release of KASB**

24           Synergee, on behalf of itself, its past and current agents, representatives, attorneys, successors,  
25 and assignees, hereby waives any and all claims against KASB, its attorneys and other representatives,  
26 for any and all actions taken or statements made (or those that could have been taken or made) by  
27 KASB and its attorneys and other representatives, whether in the course of investigating claims or  
28 otherwise seeking to enforce Proposition 65 against him in this matter with respect to the Products.

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

5 **5. COURT APPROVAL**

6 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed  
7 motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their  
8 best efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this  
9 Consent Judgment, and to judicial approval of their settlement in a timely manner. For purposes of  
10 this section, "best efforts" shall include, at a minimum, supporting the motion for approval,  
11 responding to any third-party objection, and appearing at the hearing before the Court if so requested.

12 **6. SEVERABILITY**

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

16 **7. GOVERNING LAW**

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

24 **8. NOTICE**

25 Unless specified herein, all correspondence and notice required by this Consent Judgment  
26 shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or  
27 (ii) a recognized overnight courier to any Party by the other at the following addresses:  
28

1 For Synergee:

2 Joey Huneau, President  
3 Synergee Fitness Worldwide Inc.  
4 931 Cobalt Crescent  
Thunder Bay, ON P7B 5Z4

For KASB:

Laralei Paras, Partner  
SEVEN HILLS LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

5 With a copy to:

6 Michael Strickland, Esq.  
7 BUSET LLP  
8 1121 Barton Street  
Thunder Bay, ON P7B 5N3

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

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

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

15 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

18 **11. ENTIRE AGREEMENT**

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

27 ///

28 ///

1 **12. MODIFICATION**

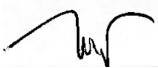
2 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
3 the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of  
4 any party and the entry of a modified Consent Judgment by the Court thereon.

5 **13. AUTHORIZATION**

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

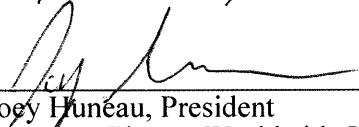
9 **AGREED TO:**

10 Date: 11/16/2022

11 By:   
12 Ngoc-Bich Hoang Vo, CEO  
13 Keep America Safe and Beautiful

**AGREED TO:**

Date: Nov 15, 2022

By:   
Joey Huneau, President  
Synergee Fitness Worldwide Inc.  
dba Synergee USA